

# **General terms and conditions - Kreativfilm GmbH**

English version

## **1. General**

1a The business relationship between Kreativfilm GmbH, hereinafter referred to as "Kreativfilm", and the client, hereinafter referred to as "client", is governed exclusively by the following General Terms and Conditions (GTC). The GTC apply accordingly to future follow-up orders placed by the client. Regulations that amend or cancel these GTC are only valid if they have been confirmed in writing by Kreativfilm.

1b The subject of the following General Terms and Conditions are services and/or works of, among others, film production, hereinafter referred to as "Production". The nature of the services and works in detail results from the concept developed by the production, the offer, the action proposals or the individual orders.

## **2. Conclusion of contract**

2a Kreativfilm submits a written, binding offer to the customer, which can be accepted by the customer in writing within a specific period of time, which is to be taken from the offer in each case.

2b Kreativfilm offer for a production is based on the client's specifications. The production is based on a script, storyboards, concept or comparable basics, which are meant to give the customer an orientation, but are not binding. Rather, an artistic interpretation by Kreativfilm on the film set according to the local conditions is always required. The same applies to calculations that are intended to serve as orientation for the customer.

## **3. Liability**

3a Kreativfilm is only liable for damages caused intentionally or by gross negligence. The limitation of liability does not apply insofar as life or health are affected.

3b Insofar as liability is excluded, this also applies to the personal liability of Kreativfilm's employees, representatives and vicarious agents.

3c Kreativfilm warrants that the final product is free of third-party rights. Should this not be the case due to the acquisition of additional material, for example music, appropriate licenses have been acquired.

3d The customer is liable for material (photos, film, texts, etc.) which he provides for a production and guarantees that no rights of third parties are infringed by the provision. If

third parties assert claims against Kreativfilm based on the use of materials provided by the customer, the customer agrees to compensate Kreativfilm for any damages incurred in this respect.

3e If the customer wishes employees to be in the picture, the customer must ensure that appropriate declarations of consent and assignments of rights are obtained from the employees before production begins.

3f Should the customer provide a machine or device and wish to use it, the customer must ensure that it is sufficiently insured against damage, loss and/or theft. The use of the device takes place under exclusion of all liability.

3g Kreativfilm cannot be held liable for disruptions to operations caused by the project and its implementation. The locations and times of operation specified by the customer must be adhered to.

#### **4. Conditions for production**

4a The customer must name a contact person authorized to give instructions to Kreativfilm before the start of production. These instructions are also binding in verbal form.

4b The delivery format of the production must be agreed upon in writing by both parties before the start of the project.

4c The rights of use of the production are set out in writing in the offer and are intended exclusively for this purpose, period and place of use.

4d Should change requests from the customer arise during production, they must be immediately reviewed by Kreativfilm for additional costs. Change requests that destroy the overall aesthetics of the film, that are strongly discouraged due to creative design or technical feasibility, may be rejected by Kreativfilm.

4e Changes must be mentioned in writing as soon as possible, but within 14 days. A later complaint is excluded.

4f Kreativfilm specifies a number of agreed correction loops in the offer. Additional correction loops can only be realized by additional costs.

4g Should an ongoing project be stopped or terminated prematurely at the client's request, Kreativfilm may immediately settle all costs incurred.

4h Artistic differences within the agreed concept do not constitute a defect.

4i Taste returns are excluded at Kreativfilm.

## **5. Delivery of a production**

5a The deadline is determined jointly by the client and Kreativfilm at the start of the project.

5b Delays and changing deadlines must be discussed and agreed upon as soon as possible.

5c If, despite due diligence, the deadline cannot be met due to reasons for which Kreativfilm is not responsible, Kreativfilm will immediately provide a new deadline as soon as the reason for the delay arises. In the event of extraordinary circumstances, Kreativfilm is not obligated to pay for any costs arising from a possible delay in production.

5d Should last-minute changes put a specific deadline in jeopardy, Kreativfilm can immediately charge the client for any additional costs incurred. Even if the amount cannot be precisely defined in advance.

5e If Kreativfilm cannot meet the deadline, the customer will be informed immediately and a new deadline will be agreed upon.

## **6. Rights and use of a production**

6a The ownership of all raw material, including unedited film, sound and photo recordings, remains exclusively with Kreativfilm. Any use must be approved in writing.

6b In addition to film, sound and photo recordings, all other works, e.g. concepts, storyboards and comparable artistic works by Kreativfilm are subject to copyright protection. Use by the customer is generally prohibited, and unlawful use of our intellectual property will be prosecuted for damages.

6c The scope of use of the end product is usually specified by the offer and is legally binding. Unless otherwise specified, the customer receives the exclusive right to use in the online area. This includes inclusion on the company website and use in social media channels. Not included are the uses in connection with so called "Ads" as advertisement advertising, as well as for TV and cinema broadcasting, radio advertising and any form of print advertising. The corresponding license costs are to be agreed with Kreativfilm.

6d Should the client wish to extend the rights of use, Kreativfilm may submit an offer to him that includes the new rights of use and list the costs incurred in a quotation.

6e The customer is obligated to have all future edits or changes made exclusively by Kreativfilm.

6f It is not possible to pass on RAW materials or project files to the customer.

6g Kreativfilm may have rights of use exercised by third parties within the scope of the contractually agreed use.

6h The transfer of the agreed rights of use is effected by delivery of the final product and complete payment of all outstanding amounts to Kreativfilm.

6i Kreativfilm receives from the customer a right of use of all non-internal films, videos, photos, sound recordings, concept ideas, storyboards and scripts, both in their final version and in unedited and unused versions for public use and promotion of Kreativfilm's activities. In doing so, the material may be used by Kreativfilm free of charge. In doing so, they may be compiled into new versions and combined with materials from other projects (e.g. for so-called "showreels" or references). This right of use is unlimited in time and space.

## **7. Data**

7a Kreativfilm reserves the right to store raw and project data on hard drives for archiving purposes.

7b All accepted productions are usually stored at Kreativfilm for 3 years, after which they are deleted without notification. Beyond this period, backups on Kreativfilm's data carriers can only be made on behalf of the customer against payment of the annual expenses. Kreativfilm assumes no liability for the deterioration or loss of the stored materials.

7c Information on data protection is provided by Kreativfilm online here: <https://kreativfilm.tv/en/data-protection/>

## **8. Additional costs, fringe benefits and reimbursement of travel expenses**

8a The agreed final price refers to all costs of manufacturing the product.

8b If some items are based on estimates (e.g. music licenses, fees, buy-outs, travel expenses, etc.), Kreativfilm will inform the client of these expected additional costs and adjust them in the offer.

8c There is no obligation to notify the client if there is an overrun of up to 15 percent of the calculation specified in the offer in the course of production. If the costs increase by more than 15 percent of the amount originally quoted, Kreativfilm will inform the customer.

8d Should additional personnel costs arise, for example in the form of overtime worked by employees during production, the customer shall bear these costs. Should overtime be incurred, this will be communicated with the customer. Overtime will be charged after the tenth hour with the following surcharges:

11th hour: 25%

12th hour: 25%

13th hour: 50%

from the 14th hour: 100%

8e Additional costs caused by external service providers (e.g. in case of time delay/overtime) must be borne by the customer.

8f If the rest period between shooting days falls short of eleven hours, each sub-hour or part thereof shall be charged with 100% surcharge.

8g For all travel necessary for the fulfillment of the agreed order, including preliminary visits, preliminary discussions and travel to e.g. rental companies, Kreativfilm charges 0.40 Euro/km. For train travel, 2nd class tickets with seat reservation are preferred. Air travel is undertaken from 500 kilometers to the destination or after consultation with the customer, preferably economy class tickets with seat reservation are booked.

8h In case of necessary overnight stays that have not been organized and paid by the customer, Kreativfilm will book single rooms up to 100 Euro/p.p./night without further consultation with the customer. It can be decided in individual cases with the customer whether an overnight stay is necessary.

8i If the customer does not provide full catering for shooting days, a catering flat rate of 25 euros/p.p./day will be charged.

8j In case of postponement of deadlines by the customer, Kreativfilm is entitled to charge all additional costs incurred in this respect.

## **9. Terms of payment, cooperation, acceptance**

9a All prices shown are net prices.

9b When the order is placed, Kreativfilm will charge the customer a down payment/ advance payment of 50% of the order volume estimated in the quotation. A further down payment in the amount of 25% of the estimated order volume will be invoiced upon completion of the shooting/production and is due for payment immediately. Kreativfilm is entitled to make the continuation of the project dependent on the receipt of the down payments.

9c The customer may be obligated to cooperate for the proper continuation or completion of a project, e.g. by making a selection according to Kreativfilm's suggestions. The customer is obligated to fulfill his obligation to cooperate within 14 days after being requested to do so by Kreativfilm. After expiration of this period, the customer is in default with his obligation to cooperate and is obligated to pay damages to Kreativfilm. The damages may also consist of the open order volume according to the issued offer.

9d Acceptance of the contractual performance shall take place upon completion. The customer is only entitled to refuse acceptance or acceptance with reservations if the work does not exhibit the contractual condition and is afflicted with significant defects. The customer must specify these defects, and Kreativfilm will immediately specify how long it will take to remedy the defects and provide a service in accordance with the contract. Kreativfilm will immediately notify the customer of the completion of the rework.

9e If the customer is in default of acceptance, acceptance shall be deemed to have been effected after 14 working days after presentation of the work ready for acceptance. If the customer has used the work without acceptance, the work shall be deemed accepted after 7 working days from the start of use. Reservations must be made within these periods.

## **10. Secrecy**

10a The customer is obligated to maintain confidentiality regarding all trade secrets of Kreativfilm within the meaning of § 2 GeschGehG that become known to him and to take appropriate security measures. Sanctions in the event of violations are governed by §§ 6 ff. GeschGehG.

10b The duration of the confidentiality obligation shall be unlimited in time and shall extend beyond the contractual relationship.

## **11. Final provisions**

11a If you are an entrepreneur, German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

11b If you are a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from contractual relationships between us and you shall be our registered office.

## **Privacy policy**

Data protection has a particularly high priority in our company. We process customers' personal data only insofar as this is necessary for the provision of our services.

The responsible person within the meaning of the General Data Protection Regulation and other national data protection laws as well as other data protection regulations is:

Kreativfilm GmbH  
Managing Director: Carsten Rusch  
Meerbuscher Str. 66 (Haus 3)  
D-40670 Meerbusch

If you commission us to create a project, we store personal data of the customer for the execution of the order. This includes:

- Name, first name, company
- Address (billing and delivery address)
- Contact details
- E-mail address
- Payment details

The data is absolutely necessary for the processing of the order. The legal basis for data processing is the fulfillment of contractual obligations according to Art. 6 para. 1 lit. b DSGVO.

In order to fulfill the order, it may also be necessary to pass on the data to third parties involved in the order. The principle of data scarcity applies, i.e. third parties are only provided with the data that they absolutely need to fulfill their task.

The personal data collected for the order will be deleted after execution of the order. Customers still have the right to free information and the right to correct the data at any time. A simple, informal request is sufficient.