

## Order form cinema spot

**Client Name** 

### Format conversion cinema spot

**Spot length:** up to 40 sec.  
**Delivery:** 2k FullHD (1,920 x 1,080), 25p, H264  
**End Credits:** with logo/contact details  
**Master format:** 2k FullHD (1,920 x 1,080), 24p  
**Delivery:** Server upload/file for download

**170,- €**

Price plus VAT.

**I hereby place a binding order for the cinema spot package.**

The price does not include the screening costs for the respective movie theater.

### Client contact information and billing address

**Client** Last Name First Name Function Email Phone Mobile Street Zip code City Website 

The General Terms and Conditions (GTC) of BECKER PROJECT are an integral part of the contract.  
I have read them and confirm my agreement with my signature.

\_\_\_\_\_  
Date\_\_\_\_\_  
Signature

# General Terms and Conditions (GTC)

## 1. APPLICABILITY

- (1) These General Terms and Conditions (GTC) apply to all agreements between BECKER PROJECT and customers using the services of BECKER PROJECT..
- (2) Deviating agreements are only binding for BECKER PROJECT if they are made in writing and signed by both parties.
- (3) BECKER PROJECT does not recognize any terms and conditions of the customer without any further objection by BECKER PROJECT.

## 2. CONCLUSION OF CONTRACT

The contract between BECKER PROJECT and the customer comes into effect when the customer places an order with BECKER PROJECT. With his signature, the customer confirms that he has taken note of these General Terms and Conditions and that he will fulfill his obligations in full.

## 3. SERVICES OF BECKER PROJECT

- (1) BECKER PROJECT provides the customer with production services for media packages („media package“) in accordance with the order and these GTC.
- (2) The customer recognizes the artistic and editorial freedom of BECKER PROJECT in the production of the Media Packages.
- (3) Delivery of the Media Packages to the Customer shall be made in accordance with the order. With the delivery of the media packages to the customer and the granting of the rights of use described in Section 7 to the customer, the service owed by BECKER PROJECT has been rendered in full.

## 4. PRODUCTION OF THE MEDIA PACKAGE

- (1) BECKER PROJECT shall carry out the production of media packages at the time agreed by BECKER PROJECT with the customer („shoot time“ or „shoot date“) and at the location agreed with the customer („shoot location“).
- (2) If, despite extensive and reasonable efforts by BECKER PROJECT, it is not possible to agree and/or carry out a shoot date with the customer within 6 months of the order being placed, BECKER PROJECT is entitled to return the order and charge the customer a cancellation fee of 50% of the order volume.
- (3) If the customer is a consumer, BECKER PROJECT shall commence work after receipt of the order if the cancellation period has either already expired or the customer's right of cancellation has expired prematurely for admissible reasons.
- (4) The order is placed on the basis of the shoot preparation with the customer and any further documentation provided by BECKER PROJECT.
- (5) The customer shall only have a claim to further production work in addition to the already agreed upon work volume, if this has been separately agreed upon. This includes warranty claims.
- (6) Using the shot footage, BECKER PROJECT endeavors to present the customer's products and services in such a way that the marketing effect is as positive as possible. Changes requested by the customer to the media packages produced by BECKER PROJECT can only be made in the context of paid adjustments in accordance with Clause 6.

## 5. OBLIGATIONS OF THE CUSTOMER TO CO-OPERATE

- (1) The customer is obligated to support BECKER PROJECT's videographer or photographer in the production of media packages by fully cooperating in accordance with his instructions, to be available at the recording location agreed upon shoot location, date and time and to keep the shoot location in a clean and tidy condition suitable for the shoot.
- (2) The customer may postpone the shoot date agreed with BECKER PROJECT up to 72 hours (excluding weekends and public holidays) before the shoot date without BECKER PROJECT charging the customer an additional fee. For other postponements, BECKER PROJECT

is entitled to charge the customer a surcharge customary in the industry. If individual deviations of the customer from agreed deadlines result in BECKER PROJECT not being able to carry out production work at individual shoot locations or not within the agreed duration of the overall production, BECKER PROJECT is entitled to charge the customer a surcharge.

- (3) The customer guarantees,
  - (a) that all persons involved in the production of the media package at the shoot location agree to the use of their image for the production and use of the media packages;
  - (b) that the BECKER PROJECT videographer or photographer can demand that all persons involved at the shoot location sign a declaration of consent;
  - (c) that no rights of third parties at the shoot location and/or objects present at the shoot location are infringed as a result of the commission; and
  - (d) that no legal prohibitions or restrictions are violated by shoot footage at the shoot location;
  - (e) that, if he provides his own content (such as texts, images, film footage, graphics, etc.) for the production of the media package, he guarantees that he has all necessary rights of use.
  - (f) that he ensures that all persons involved in the production agree to the use, processing and, if necessary, forwarding of their personal data to participating co-operation partners or vicarious agents within the framework of the statutory provisions of the BDSG, insofar as this is necessary for the handling, processing and execution of the contract.
- (4) The customer undertakes to indemnify BECKER PROJECT at its discretion (i) against claims asserted by third parties against BECKER PROJECT arising from an alleged infringement of the rights listed in paragraph (3), or (ii) to assign its own claims to BECKER PROJECT to which the customer is entitled in the event of an infringement of the rights listed in paragraph (3).
- (5) If necessary for the production, the customer transfers to BECKER PROJECT in full all rights to the resulting shot footage and to any third-party material provided. Insofar as copyrights, ancillary copyrights, personal rights or other rights arise through the customer's co-operation, the customer shall grant BECKER PROJECT these rights or the rights of use thereto without restriction in terms of time, space and content upon signing the order form for the production. In particular, BECKER PROJECT is authorised to edit any shot footage during production and to combine it with other footage. This transfer of rights is unlimited in terms of time, content and location. The customer grants BECKER PROJECT all of the aforementioned rights without any claim to additional remuneration.

## 6. ADJUSTMENT OF THE MEDIA PACKAGE

- (1) The customer is entitled at any time to request BECKER PROJECT to adapt the media packages to changed circumstances (e.g. changes in location or personnel at the customer's premises) against payment of the associated costs. This right may be limited by the lack of availability of the original material.
- (2) For this purpose, the customer shall submit a proposal for adaptation to BECKER PROJECT. BECKER PROJECT shall inform the customer within one month of receipt of the request of the possibilities and conditions for the customisation requested by the customer.

## 7. USE OF THE MEDIA PACKAGES BY THE CUSTOMER

- (1) BECKER PROJECT hereby grants the customer the right to use the media packages produced by BECKER PROJECT in accordance with the contract and these terms and conditions for an unlimited period of time and space from their completion (the „right of use“). The separate use of the third-party products used, in particular any film music used, is not permitted unless the customer has provided it. The customer is entitled to sub-licence or transfer the right of use.

## General Terms and Conditions (GTC)

(2) If payment for the creation of the media packages is not made on time, the rights of use to the media packages revert directly to BECKER PROJECT until payment is made. In the event of cancellation without notice by BECKER PROJECT, Clause 14 (2) shall apply.

(3) The integration of the produced media packages into his environment is carried out by the customer himself.

### 8. USE OF THE MEDIA PACKAGES BY BECKER PROJECT

BECKER PROJECT is authorised to use the media packages produced under the agreement with the customer for its own advertising measures and for archiving purposes, as well as to use excerpts from produced media packages for other purposes of its own, without any time or space restrictions, while respecting personal rights.

### 9. GUARANTEE

(1) If the customer provides its own content (such as texts, images, film footage, graphics, etc.) for the production of the media packages, the customer guarantees that it has all necessary rights of use.

(2) The customer is obligated to indemnify BECKER PROJECT against claims asserted by third parties arising from an alleged breach of this guarantee.

### 10. PRICES AND TERMS OF PAYMENT

(1) The customer is obligated to pay the prices stated in the agreement on time.

(2) All prices quoted by BECKER PROJECT are net prices at the registered office of BECKER PROJECT in Germany, plus VAT and other taxes or duties incurred in connection with the provision of the services by BECKER PROJECT to the customer.

(3) All invoices of BECKER PROJECT are due for payment within 14 days from the date of invoice. In the event of late payment, BECKER PROJECT is entitled to charge default interest at a rate of 8 percentage points above the base rate from the date of default. From the second reminder onwards, BECKER PROJECT is also entitled to charge a collection fee to cover costs. BECKER PROJECT reserves the right to prove higher damages caused by default.

(4) BECKER PROJECT may assign the claims to a third party at any time.

### 11. WARRANTY

(1) Subject to clauses 5 (3) and 9 (1), BECKER PROJECT warrants to the best of its knowledge and belief that,

(a) to have duly acquired all rights of use required for the production and utilisation of the media package, including the rights administered by collecting societies;

(b) that no rights of third parties are infringed by the media packages produced by it;

(c) that it provides and/or has provided accurate and complete information about the authorship of the creative work included in the media package, about the contributing artists and other persons entitled to neighbouring rights, including the producers of the incorporated image material; and

(d) that neither the production nor presentation or other contractual publication of the media package violates the statutory provisions, in particular the personal and labelling rights of third parties, the criminal, youth protection and competition laws and the BDSG.

(2) The media package shall be deemed to have been accepted upon expiry of the period agreed in the contract, unless the customer refuses acceptance within this period. The customer may only refuse acceptance if

(a) the production or presentation of the production violates the statutory provisions within the meaning of Clause 11 (1); or

(b) BECKER PROJECT has substantially deviated from the agreements made within the scope of the contract.

(3) BECKER PROJECT shall be granted a grace period of at least 30 days to remedy a defect.

### 12. LIABILITY

BECKER PROJECT shall only be liable for damages other than those resulting from injury to life, body and health if these are based on intentional or grossly negligent behaviour or on culpable breach of an essential contractual obligation. Essential contractual obligations are those obligations whose fulfilment is essential for the proper execution of the contract, whose breach jeopardises the achievement of the purpose of the contract and on whose compliance the partner regularly relies.

### 13. CONFIDENTIALITY

The parties agree to maintain confidentiality regarding the provisions and performance of the contract even after termination of the contract.

### 14. TERMINATION

(1) The right to terminate the contract without notice for good cause remains unaffected.

(2) An important reason exists for BECKER PROJECT in particular if

(a) the customer does not fulfill his payment and cooperation obligations within a grace period of 30 days set in writing;

(b) insolvency proceedings are opened against the customer's assets or the opening of insolvency proceedings is rejected for lack of assets.

(3) Upon receipt of the cancellation without notice by BECKER PROJECT, the rights of use shall automatically revert to BECKER PROJECT.

### 15. FORM OF DECLARATIONS

Insofar as this contract provides for the submission of declarations, these declarations shall be in text form for purposes of evidence, unless the law prescribes a stricter form.

### 16. APPLICABLE LAW

German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

### 17. PLACE OF FULFILMENT, PLACE OF JURISDICTION

(1) The place of fulfillment is the registered office of BECKER PROJECT.

(2) The exclusive place of jurisdiction is, as far as legally permissible, the registered office of BECKER PROJECT.

### 18. SEVERABILITY CLAUSE

Should individual provisions of these GTC be or become invalid, this shall not affect the validity of the remainder of the contract.