

General Terms and Conditions

§ 1. General

(1) These general terms and conditions of Kukulies & Kollegen GmbH, Unterrather Strasse 125, 40468 Dusseldorf, North Rhine-Westphalia, Germany - hereinafter referred to as "agency" or "contractor" - apply to services of the agency in the field of film production on the grounds of Messe Düsseldorf GmbH.

§ 2. Subject of the Contract

(1) The client commissions the agency to produce a film production based on an offer made by the agency.

§ 3. Conclusion of contract, duration, termination

(1) At the request of the client, the agency will send an offer. These offers are non-binding. The offers are temporary, provided that they contain a corresponding note. A contract is only concluded if the client has placed a written order and this is confirmed in writing by the agency.

(2) Termination must be in writing.

(3) Termination or cancellation after the start of production, ie after the start of image capturing, is excluded for both parties.

(4) In case of termination of the client, the regulations in § 4 apply.

§ 4. Cancellation

(1) The client is entitled to cancel the order free of charge up to four weeks before the start of production.

(2) If the client withdraws later than four weeks before the start of production, the agency will charge the client the following percentages of the originally agreed offer amount as a cancellation fee:

- I. until two weeks before the start of production: 50% of the order value
- II. two weeks to three days before the start of production: 75% of the order value
- III. from three days before the start of production: 100% of the order value.

§ 5. Terms of Payment

(1) For clients from abroad (place of business not in the Federal Republic of Germany) the total order amount is due before production start and is payable on the bank account of the agency. All banking fees are borne by the client.

(2) For clients domiciled in Germany, 50% of the order sum is due no later than 10 days before the first day on which pictures are taken or recorded, unless otherwise agreed in writing.

The final payment is due when the client has approved the film created by the agency. The client may refuse to approve up to three correction rounds only for good cause. Until full payment of the amount invoiced by the agency, the film and all material produced by the agency, including all copyrights and exploitation rights, remain the exclusive property of the agency. After full payment, the copyrights and exploitation rights are transferred to the client,

whereby the contractor continues to use the material indefinitely for self-promotion, e.g. may use on its websites, unless the client has objected in writing.

Unless otherwise agreed in writing, the invoices of the agency are due for payment without deductions within 10 days of the invoice date. In the event of late payment, the Agency will charge dunning costs of 5% of the value of the order for each commenced month of default, reserving the right to claim higher damages.

§ 6. Liability

(1) The client shall be liable for any damage to property and personal injury, if caused by him or his vicarious agents within the scope of the legal provisions.

(2) The agency shall be liable for any damage to property and personal injury caused by employees or equipment of the agency in accordance with the legal provisions.

(3) In case of total or partial non-performance of the order by the Agency due to reasons beyond the control of the Agency, all claims of the Client shall be excluded from the contract. The agency will notify the client as soon as possible by fax, e-mail or telephone and prove this on request.

§ 7. Documentation and References

(1) The agency is entitled to document the order or its realization on image and sound carriers of any kind and to use all resulting from the contractual relationship photo, video and film recordings, as well as other technical reproductions for self-promotion or editorial purposes.

(2) Insofar as the client does not object to this in writing, the agency is entitled to use the company name of the client or, in the case of agencies (eg advertising / event / PR / marketing agencies etc.), the company name of their customers as well as their brands or brands of the customer, if they are the subject of the service, for self-promotion (references). The client hereby assures the consent of its customers.

§ 8. Jurisdiction

(1) These General Terms and Conditions are governed by German law.

(2) Court of jurisdiction for any disputes arising from the business relationship is the court of Dusseldorf, Germany.

§ 9. Severability clause

If a provision of this agreement is or becomes legally invalid or if there is any gap that needs to be filled, the validity of the remainder of the agreement shall not be affected thereby. Invalid provisions shall be replaced by common consent with such provisions which come as close as possible to the intended result of the invalid provision. In the event of gaps such provision shall come into force by common consent which comes as close as possible to the intended result of the agreement, should the matter have been considered in advance.