

## GENERAL TERMS AND CONDITIONS of heureka ! film – Alexander Böhle

### PREAMBLE

Deliveries, services and offers of heureka! film - Alexander Böhle are exclusively based on these terms and conditions. They are also valid for all future business relations, even if they have not been explicitly agreed upon again. These terms and conditions are considered accepted at the latest when the order is placed.

### 1. COOPERATION

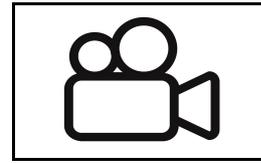
The parties shall work together in a spirit of trust and shall inform each other immediately in the event of deviations from the agreed procedure. If the client realises that his own information is incorrect, incomplete or ambiguous, he has to inform heureka ! film - Alexander Böhle about this and the consequences that are recognisable to him immediately.

### 2. OFFER AND CONCLUSION OF CONTRACT

2.1 The offers of heureka ! film - Alexander Böhle are - also with regard to price quotations - subject to confirmation and non-binding. heureka ! film - Alexander Böhle is bound to separately and individually worked out offers within the period of time mentioned therein.

2.2 Orders become binding after written confirmation. The order is also binding if the client has given it orally and/or the material to be processed is located in the business premises of heureka ! film - Alexander Böhle.

2.3 Even in case of legally binding orders heureka ! film - Alexander Böhle reserves the right to reject orders due to content or technical form and execution. If heureka ! film - Alexander Böhle does not reject an order within two weeks after receipt of the order, the confirmation is considered as given.



2.4 Preliminary work requested by the client from heureka ! film - Alexander Böhle in order to specify an order and its extent is to be remunerated according to expenditure/scope.

2.5 Contracts require our written confirmation in order to be concluded. All agreements made after the conclusion of the contract, including changes, cancellations, additions, require our written confirmation in order to come into effect.

### 3. PRODUCTION

3.1 Production shall begin with the last meeting confirmed in writing prior to production or, in the absence of such a meeting, with the acceptance of the written order.

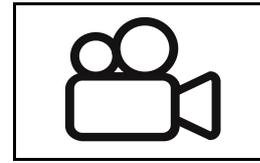
3.2 heureka ! film - Alexander Böhle gives the client or a representative of the responsible agency the opportunity to be present at all decisive stages of the film production. The client or the responsible agency should name a responsible employee before the start of production who alone is authorized to decide on pending issues and give instructions. Instructions of this representative during the film production are binding even if they are not confirmed in writing.

3.3 If the client has undertaken to provide heureka ! film - Alexander Böhle with (image, sound, text) materials within the framework of the execution of the contract, the client must provide these immediately and in a common, usable format. If an elaborate conversion of the material provided by the client into another format is necessary, the client will bear the costs incurred for this. The client ensures that heureka ! film - Alexander Böhle is granted the rights necessary for the use of these materials.

3.4 If the client has requests for changes after the order has been placed but before the start of production, heureka ! film - Alexander Böhle is obliged to make the changes - if necessary at the client's expense - or to have them made, as long as the changes do not interfere with the artistic and technical design in such a way that heureka ! film - Alexander Böhle cannot take responsibility. In the latter case heureka ! film - Alexander Böhle is entitled to refuse the changes. The client is then entitled to a separate right of termination. The client has to reimburse the preliminary costs incurred until then. Requests for changes after the start of production can only be considered if an agreement on the additional costs is reached and heureka ! film - Alexander Böhle agrees to them.

3.5 If recordings are carried out at the instigation of the client in his own or other companies or plants, heureka ! film - Alexander Böhle is not liable for any disruptions of operations.

3.6 heureka ! film - Alexander Böhle bears the risk of loss, damage or failure of the film until acceptance. heureka ! film - Alexander Böhle insures the negative or the recording during the production in the amount of the total production costs so that the immediate re-production of the work is financially guaranteed in case the material is lost. heureka ! film - Alexander Böhle is liable for intent and gross negligence. In case of loss or damage of the material handed over to heureka ! film - Alexander Böhle for processing, the liability is limited to the replacement of raw film or raw material in the length of the lost or damaged parts. heureka ! film -



Alexander Böhle is not liable for the loss of data and programs in so far as the damage is due to the fact that the client has failed to carry out data backups and thereby ensure that lost data can be restored with reasonable effort. The above regulations also apply in favour of the vicarious agents of heureka ! film - Alexander Böhle.

#### 4. COOPERATION OBLIGATIONS OF THE CLIENT

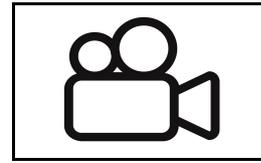
The client supports heureka ! film - Alexander Böhle in the fulfilment of his contractually owed services. This includes in particular the timely provision of information and data material, as far as the cooperation services of the client require it. The client will instruct heureka ! film - Alexander Böhle in detail regarding the services to be rendered by heureka ! film - Alexander Böhle. The client will provide his own employees for the execution of the contractual relationship within the required time. If the client has committed himself to provide heureka ! film - Alexander Böhle with image, sound, text or similar material within the scope of the execution of the contract, heureka ! film - Alexander Böhle will be entitled to use these materials. materials, the client has to provide these immediately and in a common, usable format. If an elaborate conversion of the material provided by the client into another format is necessary, the client will bear the costs incurred for this. The client ensures that heureka ! film - Alexander Böhle is granted the rights necessary for the use of these materials. The client will take part in the work at his own expense.

#### 5. PRICES

As far as not individually and in writing agreed upon with the client, the services of heureka ! film - Alexander Böhle are invoiced according to the valid price list and the prices stated therein, plus VAT at the applicable rates. The calculation of the service is based on the work receipts. The prices of heureka ! film - Alexander Böhle are net prices ex our delivery point, excluding the respectively valid value added tax, packaging, freight, customs, possible insurance. Additional deliveries and services which are not part of the contract will be charged separately.

#### 6. PERFORMANCE DURATION

Subsequent change requests by the client interrupt performance periods and restart their course from the beginning. The client will be charged the contract amount for unused firmly booked appointments that could not be booked elsewhere, unless the client cancelled at least 24 hours before the appointment. Services that are designated by a day cover the duration of 8 hours. Services exceeding this period will be charged separately.



## 7. DATES, DEADLINES, PARTIAL DELIVERIES

7.1 Booked appointments for shooting that are not cancelled at least 24 hours before the start of the appointment will be invoiced. Appointments for the provision of services by heureka ! film - Alexander Böhle are an individual part of the contract.

7.2 Delays in performance due to force majeure (e.g. strike, lockout, official orders, general disturbances of telecommunication etc.) and circumstances within the client's area of responsibility (e.g. untimely provision of cooperation services, delays by third parties attributable to the client etc.) will be charged to the client. He is not responsible for heureka ! film - Alexander Böhle and entitles heureka ! film - Alexander Böhle to postpone the provision of the affected services for the duration of the hindrance plus a reasonable start-up time. heureka ! film - Alexander Böhle will inform the client about delays in service due to force majeure.

7.3 If the production process is delayed due to circumstances within the area of responsibility of the client, heureka ! film - Alexander Böhle is entitled to withdraw from the contract. Irrespective of this, the client has to bear the total costs of the project according to the offer and possible additional expenses from additional supplementary agreements.

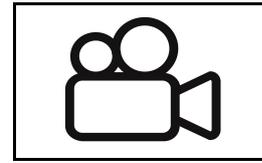
7.4 The periods and deadlines for deliveries and services begin with the conclusion of the contract; however, they are only approximate. Fixed delivery dates and deadlines are only valid if they have been expressly confirmed by us in writing.

7.5 The observance of the periods and deadlines presupposes the proper and timely fulfilment of the obligations incumbent on the customer. If the customer does not fulfil these obligations, does not fulfil them in time or does not fulfil them properly, a reasonable extension of the periods or deadlines shall be deemed to have been agreed. If heureka ! film - Alexander Böhle has culpably failed to meet bindingly agreed upon deadlines or dates for its deliveries and services, the client is entitled to withdraw from the contract, provided that he has previously granted heureka ! film - Alexander Böhle a reasonable extension in writing and this extension has expired fruitlessly. The client has no further claims. heureka ! film - Alexander Böhle is entitled to partial deliveries and services at any time.

## 8. CHANGE IN PERFORMANCE

8.1 If the client wants to change the contractually determined scope of the services to be rendered, he will express this change request in writing to heureka ! film - Alexander Böhle. After examination of the change request heureka ! film - Alexander Böhle has to explain the effects of the change request on the agreement made to the client. The client has to bear the expenses resulting from the change request.

8.2 heureka ! film - Alexander Böhle has the right to change or deviate from the services to be rendered according to the contract if the change or deviation is reasonable for the client in the context of the conception taking into account the interests of heureka ! film - Alexander Böhle.



## 9. ACCEPTANCE

9.1 heureka ! film - Alexander Böhle will send a sample copy to the client immediately after completion of the film or show it in his business premises. The client undertakes to make a declaration as to whether he will accept the film in the version produced. If no statement is made by the client within 14 days, the film is deemed to have been accepted.

9.2 Complaints must be made without delay, but no later than 14 days after delivery. Later complaints are excluded.

Complaints which are based on purely artistic aspects in the context of the conception can only be asserted once. heureka ! film - Alexander Böhle is not obliged to make further purely artistic changes after correction.

9.3 The client can only withdraw from the contract due to a breach of duty which does not consist of a defect in the purchased item or work if heureka ! film - Alexander Böhle is responsible for this breach of duty. Artistic differences within the agreed concept do not constitute a defect.

9.4 Provided that the film is produced according to the approved screenplay and meets the requirements in terms of quality and, as far as it deviates from the screenplay, only contains deviations that are based on the client's instructions or approved by the client, the client is obliged to accept (exclusion of so-called taste returns).

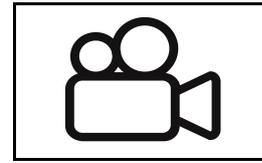
9.5 In all other respects the statutory provisions shall apply to any defects.

## 10. RESPONSIBILITY, EXPLOITATION RIGHTS

10.1 The client is solely responsible for the content and the legal admissibility of the material provided by him for editing, even after editing by heureka ! film - Alexander Böhle.

10.2 By placing the order the client declares that he is in possession of all rights concerning the placing of the order and the exploitation of the service. heureka ! film - Alexander Böhle is released from the obligation to check these rights in any case, the client is liable for the existence of these rights on his side. This includes all rights necessary for the production, processing and duplication as well as the presentation of image and sound recordings for any kind of purpose, especially the corresponding trade licences. Furthermore included are the copyrights and rights of use as far as they concern the order.

The client is also liable for all claims that third parties make against us as a result of the execution of the order and undertakes to indemnify and hold us harmless in this respect. This also applies to the rights exercised by collecting societies. heureka ! film - Alexander Böhle is entitled to make notifications to the collecting societies as required by law and/or contractual regulations. The customer expressly releases us from any claims of the collecting societies.



## 11. LIABILITY, PRESERVATION

heureka ! film - Alexander Böhle does not assume any liability for any kind of provided objects. Such objects are stored at our premises at the expense and risk of the client. heureka ! film - Alexander Böhle is entitled to have such objects stored at third parties at the expense of the client after prior written notification. In case of loss and/or damage of materials handed over to us for processing, our obligation to pay compensation is limited to the replacement of raw material to the extent of the lost or damaged material. An insurance obligation of heureka ! film - Alexander Böhle does not exist.

## 12. RETENTION PERIOD OF FILM MATERIAL AND COMPUTER DATA

12.1 The transfer and/or work material created in the course of the provision of services in the area of video at heureka ! film - Alexander Böhle will be stored at heureka ! film - Alexander Böhle for up to one month after the end of the project.

heureka ! film - Alexander Böhle reserves the right to delete transfer and work data as well as transfer and work film material after this period or to send it to the client at his own expense. The client bears the costs and risks of delivery.

12.2 The digitized editing data and Visual Effects data will be kept on our hard disks for up to two weeks after completion of the project. After that the data will either be deleted or a so-called MediaFiles storage fee per day will be charged.

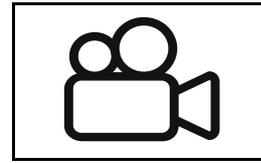
## 13. USE OF THE WORK PERFORMANCE

heureka ! film - Alexander Böhle is entitled to copy all picture and sound material processed and/or produced by us for demonstration purposes and for self-promotion and - especially in the context of a sample roll.

## 14. SHIPPING, PACKAGING

heureka ! film - Alexander Böhle will arrange the shipping of the goods to the best of his knowledge. This applies in particular to the mode of dispatch. All shipments and returns from and to heureka ! film - Alexander Böhle, as well as from and to a subcontractor are at the risk of the client, even if the transport or shipment is carried out with the company's own vehicles.

We only take out transport insurance at the written request and expense of the client. The costs for packaging and dispatch are borne by the customer. Packaging is carried out at our discretion and will not be taken back. The risk is also transferred to the client as soon as the shipment has been handed over to the person carrying out the transport or has left heureka ! film - Alexander Böhle for the purpose of shipment. If the shipment



becomes impossible through no fault of ours, the risk is transferred to the client with the notification of readiness for shipment.

## 15. RESERVATION OF TITLE, RIGHT OF RETENTION

The following reservation of title applies to all our services, regardless of whether the customer provides the material or not. The objects or data supplied and/or processed by heureka ! film - Alexander Böhle remain the property of heureka ! film - Alexander Böhle until all claims against the client arising from the business relationship, including interest and additional costs, have been paid in full.

Any resale or other disposal by the client is not permitted and ineffective during the upright existence of the retention of title without the written consent of heureka ! film - Alexander Böhle. In case of default of payment we have the right to take back the goods while maintaining the contract. heureka ! film - Alexander Böhle also has the right of retention of objects or data which the client has given to us or which are stored by us or which have been produced for him until all claims resulting from the business relationship with the client have been paid.

## 16. PAYMENT

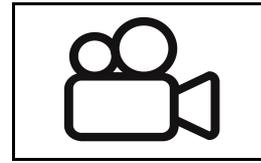
16.1 The invoice amount is due for payment without deduction within 14 days of the invoice date; payments on account are due immediately.

16.2 The granting of a discount and/or rebate requires the written consent of heureka ! film - Alexander Böhle.

16.3 For video/film productions and events heureka ! film - Alexander Böhle reserves the right to claim an advance payment from the client. For this payment 1/3 of the calculated production costs are due upon conclusion of the contract, another 1/3 will be charged to the client in case of an intermediate acceptance; the remaining 1/3 after acceptance of the final version. In addition, the terms of payment stated in the offer shall apply.

16.4 If there are any doubts about the solvency or willingness to pay of the client, especially if payment has been stopped or if there is a delay in due payments, heureka ! film - Alexander Böhle is entitled to demand payment of the entire remaining debt, even if terms of payment and deferrals have been granted. heureka ! film - Alexander Böhle is in this case entitled to demand advance payments or securities, to withhold services not yet completed, as well as to stop further work on productions or contracts still in progress; the client's payment obligation remains unaffected by this and is to be borne in the amount of the total costs of the project according to the offer and any additional expenses resulting from additional supplementary agreements.

16.5 If the client is in default of payment, heureka ! film - Alexander Böhle is entitled to charge default interest of 8% above the respective base rate.



16.6 The client is only entitled to offset, withhold or reduce payment if the asserted complaints or counterclaims have been legally established or are undisputed.

16.7 heureka ! film - Alexander Böhle can call in the total amount due prematurely: Breach of contract, change of company circumstances or significant deterioration of the financial circumstances of the client; especially in the case of: delay in payment or default with regard to other obligations; non-encashment or protest of cheques or bills of exchange, insolvency, initiation of moratorium negotiations, application for the opening of insolvency proceedings, as well as loss of business or disposal ability.

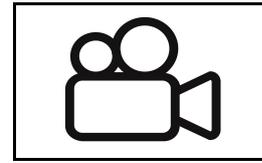
## 17. GUARANTEE

17.1 heureka ! film - Alexander Böhle grants freedom from defects of the work he has created. If the client waives the examination of a final version provided by heureka ! film - Alexander Böhle in advance, he waives any warranty claims. The same applies if the client has found the final version to be good. Requests for changes after acceptance will be invoiced to the client according to cost/scope; the same applies to requests for changes after intermediate acceptance.

17.2 Complaints are only admissible if they are reported immediately, at the latest within one week after receipt of the final version heureka ! film - Alexander Böhle. Defects which cannot be discovered within this period even after careful examination must be reported to heureka ! film - Alexander Böhle in writing immediately after discovery. In case of a defect heureka ! film - Alexander Böhle first has the possibility to remedy it by rectification. If the rectification fails after a reasonable period of time, the client can demand a reduction of the payment or cancellation of the contract in coordination with heureka ! film - Alexander Böhle. Warranty claims against heureka ! film - Alexander Böhle can only be made by the direct client and are not transferable. This procedure finally regulates the warranty for work of heureka ! film - Alexander Böhle and excludes other warranty claims of any kind. This does not apply to claims for damages arising from warranted characteristics which are intended to protect the client against the risk of consequential damage.

17.3 Claims for damages from positive violation of claims, from culpa in contrahendo and from unauthorised action are excluded against heureka ! film - Alexander Böhle as well as against his vicarious agents and assistants, unless intentional or grossly negligent action is present. This also applies to claims for damages due to non-fulfilment, but only to the extent that compensation is demanded for non-indirect or consequential damages, unless the liability is based on an assurance that is intended to protect the purchaser against the risk of such damages. Any liability is limited to the damages foreseeable at the time of conclusion of the contract.

17.4 heureka ! film - Alexander Böhle reserves the right of ownership of any work delivered by him until full payment (including incidental costs) has been received. The client is revocably entitled to pass on the goods subject to retention of title with the proviso that the client is informed about the extended retention of title. If the goods subject to retention of title are processed into a new product, heureka ! film - Alexander Böhle acquires co-ownership to the value of the invoice amount. The assertion of rights from the reservation of title is not a withdrawal from the contract.



17.5 The client is not entitled to assert warranty claims if he has not observed regulations or recommendations of heureka ! film - Alexander Böhle. The same applies if the defects of deliveries from heureka ! film - Alexander Böhle or services are due to the quality of the tape material or data made available by the client or due to instructions, recommendations or other tasks given to us by the client.

17.6 If the processing of video and/or sound material by heureka ! film - Alexander Böhle is to be carried out without the presence of the director or another responsible production member of the client, heureka ! film - Alexander Böhle only assumes the obligation to carry out the work in a technically perfect manner and is not liable for any circumstances regarding the content.

## 18. FILMATERIAL, DATA

18.1 The client is obliged to insure the film material and/or data handed over to heureka ! film - Alexander Böhle against damage and loss. heureka ! film - Alexander Böhle is not liable for theft by third parties, as far as own care has been observed.

18.2 If the handed over material is damaged or lost in whole or in part due to power failure, technical damage or other circumstances which are not based on gross negligence of heureka ! film - Alexander Böhle, heureka ! film - Alexander Böhle is only obliged to replace raw material in an appropriate amount.

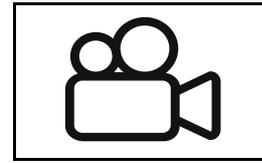
## 19. GRAFIK/DESIGN AND LAYOUT

heureka ! film - Alexander Böhle retains all copyrights to the graphics and layouts he has created (especially with regard to design, form, colour, font, text, illustrations and graphic representation). The client can acquire these after agreement with heureka ! film - Alexander Böhle; however, the originals remain in the business premises of heureka ! film - Alexander Böhle, unless the client demands their return. Otherwise the client is not allowed to use, duplicate, sell or change the services of heureka ! film - Alexander Böhle (including preliminary work).

## 20. ADVERTISING CONSULTING AND EXECUTION

20.1 heureka ! film - Alexander Böhle is not liable for defects caused by errors etc. of publishers, radio and television stations and other facilities of advertising media. Therefore the client is not entitled to deduct or withhold his performance for these reasons.

20.2 heureka ! film - Alexander Böhle does not guarantee the success of an advertising campaign. All predicted objectives are based on estimates and assumptions based on research carried out. No guarantee of success can be given.



## 21. OTHER

heureka ! film - Alexander Böhle may name the client on his website or in other media as a reference customer. heureka ! film - Alexander Böhle may also publicly reproduce the services rendered for demonstration purposes or refer to them, unless the client can claim a corresponding legitimate interest.

## 22. CONCLUDING PROVISIONS

22.1 All amendments and additions to contractual agreements must be recorded in writing for verification purposes. Terminations must be made in writing.

22.2 Should individual provisions of the party agreements be or become invalid in whole or in part, the validity of the remaining provisions shall not be affected thereby. In this case, the parties shall replace the invalid provision by a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps.

22.3 General terms and conditions of the Customer shall not become part of the contract.

22.4 The law of the Federal Republic of Germany shall apply.

22.5 Exclusive place of jurisdiction for all legal disputes is Stuttgart.

heureka ! film – Alexander Böhle, Erfurter Str. 11, 70376 Stuttgart

Stuttgart, June 1, 2020