

flora&faunavisions

STUDIO FOR DESIGN

General Terms and Conditions (GTC)

of flora&faunavisions Gesellschaft mbH and Studio Leigh Sachwitz (“flora&faunavisions”)

1. Scope of the GTC

- (1) The following General Terms and Conditions (GTC) form part of all contractual relationships entered by flora&faunavisions. These GTC are only applicable insofar as no other agreements were concluded between the parties in the any individual case. Supplementary agreements or deviations from the GTC will be negotiated and agreed separately in writing.
- (2) Individual agreements take precedence over these GTC.
- (3) In matters of conflict with regulations in general terms and conditions of contracting partners and/or clients this document takes precedence.

2. Completion and Scope of Performance

- (1) Unless expressly stated otherwise, offers by flora&faunavisions are subject to confirmation.
- (2) The scope of the contractual works is contained within the performance description prepared by flora&faunavisions or expressly confirmed by flora&faunavisions. Additional requested services and engagements are not part of the agreed scope of performance and will be negotiated and remunerated separately.

3. Consideration

- (1) In each case the current version of the cost estimate and/or offer presented to the client by flora&faunavisions will become an integral part of the contract. The costs submitted can be adjusted during the production process. flora&faunavisions will present such cost changes to the client without delay. The costs of material and travel expenses incurred have to be borne in full by the client.
- (2) All prices are net plus statutory value added tax at the respective applicable rate unless it is expressly indicated that they are gross prices. In all offers and invoices flora&faunavisions shows the statutory value added tax as well as the final price.
- (3) 50% of the total remuneration is due upon completion (signing) of the contract. The remaining 50% of the total remuneration is to be paid upon fulfilment of the assignment within 10 working days into the account of flora&faunavisions. Different conditions of payment must be agreed separately in writing between flora&faunavisions and the client.

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- (4) If the client does not meet its payment obligations according to the provisions of these GTC or another agreement concluded in writing between the client and flora&faunavisions, flora&faunavisions has a right of retention in all results of the assignment and work results. In such a case, flora&faunavisions is furthermore entitled to suspend the performance of the contractual works until the payment owed by the client has been made to flora&faunavisions. flora&faunavisions is in no way responsible for the consequences resulting from the suspension of the performance of the contractual works due to non or late payment.
- (5) If the engagement is omitted due to cancellation by the client or due to another reason caused by the client or within the client's sphere of risk, the client is nevertheless obliged to make subsequent payments to the contractor:
- 85% of the agreed total remuneration if the cancellation is made more than one month prior to the event/deadline,
 - 100% of the agreed total remuneration if the cancellation is made less than four weeks prior to the event / deadline.

If the event takes place over several days, the first day of the event is decisive in each case. Possible claims for damages of flora&faunavisions remain unaffected.

- (6) If the engagement ceases for a reason for which the client is not responsible (e.g. force majeure, war, epidemics, Act of God etc.), the client is nevertheless obliged to make subsequent payments to the contractor:
- it can be objectively recognized up to a period of 1 month before the event takes place that the event consists of one of the above reasons cannot be carried out or must be canceled, then the contractor must be reimbursed in full for the expenses incurred up to that point, at least 85% of the agreed total remuneration,
 - 100% of the agreed total remuneration and all expenses if the cancellation is made less than one month prior the event / deadline.

4. Subcontractors

- (1) flora&faunavisions is entitled to commission subcontractors to fulfil the contractual performance obligations. Unless agreed otherwise, the commissioning of third parties is made in the name and for the account of flora&faunavisions.
- (2) flora&faunavisions is not obliged to provide accounts on the performance or remuneration of third parties within its framework or to present invoices of the persons or companies commissioned by it.

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5. Duties of the Client

- (1) The client has to make available to flora&faunavisions all data and records required for the performance free from any third parties' rights. The client warrants to obtain in advance the necessary extent of the rights of use in the data and records required for the performance.
- (2) The client commits itself and the third parties commissioned by it to irreversibly delete the contents prepared by flora&faunavisions as well as all electronic or audiovisual data made available to it after completion of the assignment.
- (3) The commercial as well as non-commercial use and/or forwarding of the contents to third parties may only be made after prior consultation and after written release by flora&faunavisions and will be agreed in writing in a separate usage agreement including a royalty fee.

6. Duties of flora&faunavisions

- (1) Electronic or audiovisual data prepared for the client within the framework of the contractual works will be stored by flora&faunavisions free of charge for a period of three months.
- (2) The implementation and/or the content production will be made on the basis of the concept and storyboard approved by the client.
- (3) The project timing as well as the approval handling will be agreed in detail and set out in writing between the client and flora&faunavisions.

7. Copyrights, Rights of Use and Ancillary Copyrights

- (1) flora&faunavisions is an artists' agency and works with copyrighted material. Neither these GTC nor any other agreements between the client and flora&faunavisions establish a transfer or grant of rights of use and similar rights by flora&faunavisions unless these GTC provide for otherwise.
- (2) Insofar as nothing to the contrary has been agreed in writing between flora&faunavisions and the client, all rights of use in the produced work results and drafts, including but not limited to design, logos, trademarks, copyrights, patents, templates as well as any other commercial ownership rights remain with flora&faunavisions. This is also applicable if the work results and drafts produced are made available within the framework of an agency pitch (preliminary draft). The right to edit the contents and/or other proprietary material is also exclusive to flora&faunavisions. The respective rights of use granted by flora&faunavisions will be negotiated and agreed in writing individually for each assignment between flora&faunavisions and the client.
- (3) Each grant of rights of use by flora&faunavisions is subject to the condition precedent that the client has paid the contractually agreed remuneration in full to

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flora&faunavisions. Decisive for this is the full payment, in particular the crediting of the amount to be paid to the business account of flora&faunavisions.

- (4) The client commits itself to carefully keep all data and records made available to it by flora&faunavisions and to ensure that third parties cannot inspect them. After completion of the respective assignment, the draft working papers, any records handed over and other working materials together with data files and electronic documents created are to be returned to flora&faunavisions. The client does not have a right of retention to these records.
- (5) The work produced may only be used by the client for internal documentation purposes (event documentation in photos and/or on film). An event documentation as well as recordings of the event (in photos and/or on film) may be used by the client only for that specific event, any public relations work and only with explicit mention of flora&faunavisions.
- (6) The surrender and/or delivery of the raw data and/or raw files of flora&faunavisions to the client is excluded; these remain with flora&faunavisions. All data and individual components created by flora&faunavisions – in particular the individual files, archive files as well as working files – which lead to the production of the final work result also remain with flora&faunavisions. flora&faunavisions delivers only the final project to the client.
- (7) For purposes of self-presentation and/or promotion, flora&faunavisions may mention the project publicly as a reference as well as use the work results produced for it in print, digital and online form.

8. Liability

- (1) Except for cases of intent and gross negligence, the liability of flora&faunavisions vis-à-vis the client is excluded unless a culpable breach of fundamental contractual duties is concerned. This also applies in case of slightly negligent breaches of duty by legal representatives or vicarious agents.
- (2) Insofar as an intentional breach of contract is not applicable, the liability for damages is limited to the foreseeable typical damage.
- (3) The liability due to culpable injury to life, body or health as well as the liability according to the German Product Liability Act (ProdHaftG) remain unaffected.

9. Final Provisions

- (1) There are no verbal collateral agreements to these GTC. Alterations and amendments are only effective if made in writing. This also applies to a waiver of the written form requirement.
- (2) All disputes from the or in connection with services of flora&faunavisions are exclusively subject to the law of the Federal Republic of Germany (under exclusion of the UN Sales Convention).

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- (3) This GTC documents is to be governed by and construed in accordance with the Laws of Germany and the Parties hereto submit to the exclusive jurisdiction of the German Courts in respect of any dispute and/or legal proceedings in respect of this document and any matter arising hereunder.

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