

General Terms and Conditions - VT audio-production (February/2019)

General

These General Terms and Conditions are valid for all current as well as future offers and services of VT audio-production for customers.

Conflicting and / or different terms of conditions, terms of delivery and terms of payment are not recognized by VT audio-production, unless we have expressly agreed in writing their validity. These terms and conditions also apply if the company VT audio-production in the knowledge of conflicting and / or deviating terms of conditions of the customer, if VT audio-production is working for the customer.

All offers and services of VT audio-production are made exclusively on the basis of these terms and conditions.

All prices are in principle exclusive of VAT unless otherwise stated.

Offers of VT audio-production are generally non-binding, unless otherwise stated in a written order confirmation. We reserve the rights of ownership and copyrights to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties without prior agreement.

Unless expressly agreed otherwise, mixing elements on master-, multi-track tapes and all other data are archived in the sole discretion of VT audio-production.

Terms of conditions

1. All services, deliveries and returns are at the expense and risk of the client
2. The client is, who has arranged the execution of the order – in writing or verbal – even if the invoice is addressed at his request to a third party. He is fully liable in addition to the third party for the invoice amount.
If the order is placed in the name and for the account of a third party, the client must be expressly informed of this when placing the order. There is no obligation for the contractor to verify the authority of the subcontractor.
3. For the contractor, the obligation to a written order confirmation exists only if this is explicitly requested by the client.
4. If works, music or voice of others are used for orders, i.e. for music productions or production of radio / TV / cinema commercials or for other productions, the client is solely responsible for the clarification and collection of copyrights and pay-

ments, of all existing material, unless otherwise agreed in individual cases or VT audio-production is charged with the clarification of copyright and / or payment issues.

In such case, the client is obliged to indemnify the contractor in general from any third-party claims that have been or are being made in connection with the processing of the material, requested by the customer.

The customer is hereby informed that the reproduction, processing and / or distribution and publication, which are not made for purely private purposes, as well as any other form of commercial and / or public exploitation of works, protected by copyright, requires authorization by owners, and thus without appropriate permits, unlawful is.

The contractor is not obliged to check to what extent the content of the work commissioned by the customer is subject to authorization or violates statutory provisions.

In the event of such a breach, the client is obliged to indemnify the contractor in general from claims of third parties that are passed or asserted. The client is fully liable in this case. Rights on the part of GEMA are generally not transferable, so that they can not be compensated by payments by the client to the contractor.

5. Liability for residual sound- and image-material can only be assumed up to the value of the carrier material and only up to 1 month after accounting.

6. The contractor is liable for processing damage to third-party image and sound material as follows: For tape, image and data carrier records down to the material value of the carrier material. The client is responsible for securing the original data. VT audio-production basically copies all data supplied before processing. However, this is only for internal recoverability. VT audio-production assumes no liability for data loss of the original data and resulting property and consequential damages.

7. Does the client leave irretrievable or difficult to replace sound and image recordings for processing, demonstration or similar, the risk for damages beyond the material value is at the client. The responsibility for taking out insurance that covers these damages lies with customers. VT audio-production assumes no liability for resulting damages or claims of third parties.

8. The client is responsible for ensuring the unambiguity of an order by marking on the material to be processed or by written information. Expenses that are necessary to clarify existing doubts (processing, conversions, checks, etc.) or have arisen from a lack of information are at the expense of the client.

9. Mediating activities, such as Acceptance and sending of deliveries to and from the photocopiers, post and railway, order forwarding and bookings at other enterprises, placement of speakers, illustrators, etc., are, unless they are expressly the subject of a production or order, always in Names and for the account of the client, even if this is not expressly indicated on the part of VT audio-production. For such mediating activities, the contractor accepts no liability whatsoever.

10. Contractor's statements on processing and production processes are made to the best of our knowledge and belief, but without guarantee. In the case of delays caused by external service companies, VT audio-production assumes no liability. For delays caused by the fault of the contractor in the course of a processing or production process, this shall only be liable up to the amount of own work resulting from the delay.

Third-party services as well as indirect damages (such as financial and / or consequential damages) are not included in the liability. Delays caused by neglect of duty of the client shall be borne by the client and VT audio-production assumes no liability for any delays in delivery.

11. If no special price agreements are made, the prices of the contractor valid on the day of delivery shall be deemed agreed. Prices and price lists are available on request at any time.

12. The conditions of payment are the conditions written on the invoice. If the invoice does not contain a special note, immediate payment "net cash" shall be deemed agreed. Discount deductions are not granted, unless something else results from a separate written agreement with the client based on the individual case.

The client shall be in default of payment after the expiration of thirty days after the invoice has been sent (the date of invoice stated at the top of the invoice is decisive). The contractor is entitled to charge 4% default interest from the thirty - first day as a flat-rate compensation claim to the client. If the contractor is able to prove that the default has been more than that, (eg by confirmation of his bank that the overdraft interest rates with which VT audio-production must work are higher than the statutory default interest), VT audio-production is entitled to claim the higher damage to the client. However, the client is entitled to prove to the contractor that no or significantly less damage has occurred as a result of the later payment. The customer is only entitled to set-off claims if his counterclaims have been legally established, are undisputed or acknowledged by the contractor. Due to disputed counterclaims, the client has no right of retention.

13. Verbal collateral agreements on the terms of payment require a written confirmation from the contractor for validity.

14. If external services are required during the course of an order, i. Services which can not be carried out with the studio's own equipment and own staff, the contractor is in principle not responsible for the quality, punctuality and costs of these services, provided that these services are selected by the client. At the request of the client, however, the contractor assumes to the best of his knowledge and belief the mediation and, if applicable, the provision of such third-party services against the industry-standard surcharge and expenses to be incurred by him (fees for speakers, performers, postage, cash on delivery, telephone calls, taxis, courier services etc.). The contractor reserves the right to make the delivery of production dependent on the reimbursement of amounts issued in the event of unreasonably high cash payments.

15. The execution of the service to be performed by the contractor requires the clarification of all technical questions.

If the contractor is in default of performance for reasons for which he is responsible, the liability for damages in case of ordinary negligence is excluded. If the client sets the contractor a reasonable deadline with a threat of rejection after it has already fallen into default of performance, he is entitled to withdraw from the contract after fruitless expiry of this grace period. Claims for damages due to non-performance in the amount of the foreseeable damage are only available to the customer if the delay was due to intent or gross negligence. The liability for damages is limited to 50% (fifty percent) of the damage incurred. If the contractor is in default of performance for reasons for which he is not responsible, or if his performance is defective as a result of this, the contractor's liability for damages is excluded in principle.

16. Insofar as there is a defect in his performance for which the contractor is responsible, he shall be entitled, at his discretion, to remedy the defect or to provide compensation, as far as remedy of defects or replacement for an agreed completion date is still possible and of interest to the client under objective assessment criteria. However, if the contractor violates a "cardinal obligation" or an essential contractual obligation, its liability for compensation is limited to the contractually typical, foreseeable damage. Insofar as the liability of the company VT audio-production is excluded or limited due to these conditions, this also applies to the personal liability of its employees, freelancers, representatives and vicarious agents. The client is liable for damages that are not caused by the contractor but by third parties (eg vicarious agents, etc.) whom the client has brought in, involved or commissioned.

17. Shipment and transport of all kinds of material takes place at the expense and risk of the client.

18. Rights of use, exploitation, performance protection and / or copyright shares are transmitted exclusively to the spokespersons, singers and / or performers employed, commissioned or booked by the contractor for a period of one (one) year from the date of invoicing or first Transmission.(within the Federal Republic of Germany) In principle, details are incumbent on the artists themselves, whose invoicing and formulation can not be limited, unless otherwise agreed in individual cases. In the case of foreign and / or time-exceeding exploitation of productions in which there are only temporary domestic assignments and transfers of rights, the customer shall independently pay subsequent royalties to the entitled persons. However, the client undertakes, at the request of the contractor, to make such additional fees for artists if they are asserted. Liability for supplementary fees resulting from such utilization shall be borne solely by the customer. The client is obliged to report foreign or time-exceeded evaluations to the contractor. In addition, the client is obliged to notify the contractor of the first shipment of a production made wholly or in part by the contractor, so that the due date of subsequent royalties from layout productions, which thereby become broadcasting licenses, can be verified and charged. This is also necessary that all notifications to the participating claimants can be send.

20. For all legal relationships between VT audio-production and the client, only the law governing the legal relations of domestic parties at the registered office of VT audio-production is applicable.

21. If individual provisions of these conditions should be ineffective or if these conditions contain gaps, this will not affect the validity of the remaining provisions and the validity of the general terms and conditions. In place of the invalid provisions, those effective provisions shall be deemed agreed which correspond to the meaning and purpose of the ineffective provisions, which both parties would have agreed upon knowledge of the invalidity or the omissions. In such a case, the contractor and client are obliged to cooperate in clarifying the conditions.

Data safety regulations

1. All data transmitted by the customer to VT audio-production for the above-mentioned business transactions will be stored by VT audio-production for the entire project period and can not be viewed by unauthorized third parties.

2. Should it be necessary for reasons of traceability to store customer-specific data beyond the order period, this is done without written notice. However, the stored data can be viewed, changed and / or requested for deletion at any time upon written request of the customer.

3. The period of data saving, mentioned in point 2, results from the service life of the project / product or resulting legal claims of third parties.

4. For inquiries that do not result in an order, customer-specific data is stored on the basis of continuous correspondence only over the period of the request processing or the quotation. However, the stored data can be viewed, changed and / or requested for deletion at any time upon written request of the customer. All project-specific documents as well as customer-specific data will be deleted from all databases of VT audio-production after 3 months at the latest.

5. Declarations of consent for the publishing of photographic material by VT audio-production will be agreed separately upon signing the contract.

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