

Production
conditions

§ 1 GENERAL

These terms and conditions regulate the business relationships between both bigshrimp Fotoproduktion GmbH and bigshrimp Hamburg GmbH (hereinafter referred to as „Agency“) and the client (hereinafter referred to as „Client“), unless other individual agreements are concluded, regardless of whether the Agency concludes the contract in its own name for its own account or the account of others or in another name for the account of others. The Client's conditions only become valid if they are expressly recognised in writing by the Agency.

§ 2 SUBJECT MATTER OF THE CONTRACT

The Agency shall provide services among others in the field of (photo) production, organisation and on-site support for photo shoots both in the country and abroad, rental of its own locations (photo studio), search for and determination of external locations and implementation of casting sessions (hereinafter referred to as „Job“).

§ 3 INTEGRAL PARTS OF THE CONTRACT, COSTS

A binding contract is only deemed to be in place following written confirmation of the Job by the Agency.

In the case of fixed price agreements (flat rate fee), the agreed price applies to all of the services included in the description of services. Otherwise, the unit price according to the price list or the quote applies, progressing as follows:

Additional costs up to 10% deviation from the quote and the Job are deemed to be approved. Additional further expansions or amendments to the Job must be in writing and there will be an additional charge for these. All incidental costs which arise as a result of the Job (e.g. material costs, props, travel and accommodation costs and expenses for jobs outside of the Agency's business hours) shall be borne by the Client. All costs are subject to the applicable statutory VAT, model fees are subject to 20% agency commission and the applicable statutory VAT on this, but no less than EUR 140.00 net per model. If a half-day photo shoot lasts more than four hours, an overtime fee totalling EUR 150.00 net/hour shall be charged from the fifth hour. If a day photo shoot lasts more than eight hours, the overtime fee is EUR 150.00/hour from the ninth hour. Where the Agency is required to engage the services of third parties (e.g. suppliers), the Client shall bear all of the costs which arise for this, plus a handling fee of 10% of these costs. In the case of production outside of the country, the Client shall also bear the cost of

handling fees in that location provided the use of a local agency as a subcontractor has been disclosed to him. The applicable taxes, duties and other local costs and fees applicable to foreign jobs shall be invoiced separately. The agreed fee is due regardless of the success of the project.

By confirming the job the Client is accepting the services offered by the Agency (e.g. location, modes, casting) in the form presented. If the Client wishes to change the contractually agreed scope of the services to be provided, this must be expressed to the agency in writing. The Client shall bear any additional costs arising as a result of the request for change.

§ 4 OBLIGATION OF THE CLIENT TO COOPERATE

The Client must support the Agency, where necessary, to fulfil the services set out in the contract by providing information and data or a sufficient number of its own employees punctually. In the case of third parties working in the Agency's field of activity on the Client's authorisation, the Client is responsible for these and any agents. The Agency is not responsible if it is not able to fulfil its contractual obligations in full or in part, or is not able to do so in sufficient time, due to the actions of third parties of this type. Where extensive use of third parties is made, the Agency is to be granted access to the production itself and all activities associated with production, in particular preparation and post-production, to the extent that this is linked to its activities.

§ 5 DATES

Dates of delivery are not absolutely fixed unless this is expressly agreed in writing. The Agency is not responsible for delays in delivery due to force majeure (e.g. strike, lockout, official orders, general disruptions to telecommunications etc.) and circumstances which are the responsibility of the Client (e.g. non-performance of the obligation to cooperate in sufficient time, delays caused by third parties which can be attributed to the Client), and this entitles the Agency to delay the provision of the services due for the duration of the impediment plus an appropriate planning period. The Agency commits to inform the Client of delays in performance due to force majeure immediately.

§ 6 CLAIM FOR PAYMENT, DELAY, DEFECTS

All incidental costs specified in the contract must be paid in full in advance. Receipt of payment is a condition for the obligation on the part of the

Agency to provide the contractual services to the agreed extent. The Agency is entitled to make full claim for payment from the Client on delivery or acceptance.

The Client is deemed to have defaulted on payment if he does not make a payment within 30 days of full provision of services by the Agency.

The Client is not entitled to make any claims for damages in the case of minor deviation from the agreed nature or minor adverse impact on the fitness for purpose of the service provided. Artistic differences do not represent a defect. Furthermore, the Client is not entitled to make any claims and is not granted any rights for defects if he has not made the payments due, or has not made them in sufficient time, and the unpaid amount is disproportionate to the defect identified. In all other cases, the Client can request the removal of the defect or the delivery of an item free from defects subject to a deadline of the Client's choosing. If the Agency fails to or refuses to fulfil the contract subsequently, the Client has a right to a reduction in price or to withdraw from the contract. An improvement is deemed to have failed after the second attempt has been unsuccessful, unless the type of item or the defect or other circumstances dictate otherwise.

The Client only has a right of retention in the case of recognised defects or legally established claims. This also applies in the case of netting.

§ 7 PROVISION OF SERVICES, PUNCTUALITY

The Agency is only responsible for the punctual provision of its services if it receives the necessary supplies, bookings and other services (hereinafter referred to as „Supplies“) in sufficient time in the necessary conclusion of contracts with third parties. The Agency shall inform the Client of the non-availability of supplies or the lack of availability within sufficient time immediately. The burden of proof for a culpable breach of obligations on the part of the Agency in terms of the procurement of supplies lies with the Client.

§ 8 RESERVATION OF OWNERSHIP, RIGHTS OF USE AND EXPLOITATION, CONTRACTUAL PENALTIES

The subject matter of the contract including all copyrights and rights of use remains the property of the Agency until the complete fulfilment of all of its requirements towards the Client arising from the contractual relationship. The Agency has a right of withdrawal in the case of a breach of obligations on the part of the Client, in particular in the case of a

default of payment. The Client is obliged to release the Agency. A request for release alone does not represent a withdrawal.

The reproduction or transmission of documents provided by the Client in association with the job, in particular catalogues, photographs, image and sound recordings, drawings, sketches etc. requires express authorisation in writing from the Agency. This also applies to the use of written usage rights of third parties by the Agency. The transmission of these documents for the purposes of commissioning third parties, circumventing the Client, is prohibited. The Client commits to pay the Agency a suitable contractual penalty for any cases of infringement of these provisions. The amount of this shall be determined by the Chamber for Commercial Damage of the Hamburg District Court. The right to exercise further compensation in addition to the contractual penalty is expressly retained. The risk of loss for the documents shall be borne by the Client. In the case of loss, he shall bear the costs for replacement or restoration.

§ 9 NEGOTIATIONS WITH THIRD PARTIES

The Agency shall negotiate all usage, disposal and access rights and permission to film in the name of and on behalf of the Client and shall carry out the production, organisation, support and casting sessions in his name and on his behalf. The Client shall conclude contracts with third parties himself unless the agency is authorised to conclude these in the name of the Client on the basis of a separate written agreement. Permission to film and authorisation to take photographs of and in certain locations shall only be procured by the Agency if this is expressly agreed in writing. The Client shall bear the sole risk for the implementation and feasibility of the project unless the Agency has taken this on through an express written agreement.

With the exception of the provision of model releases for confirmation purposes, it is not the Agency's responsibility or area of responsibility to check or to procure copyright usage rights for the use of props and locations and usage, exploitation and publication rights for the film and photograph recordings created during a production session.

§ 10 CLAIMS FOR DAMAGES, LIABILITY, BAD WEATHER CLAUSE

Claims for damages of any kind are excluded in the case of merely negligent breach of obligations on the part of the Agency or its agents, unless the infringement relates to an obligation which is essential

to the attainment of the purpose of the contract (known as a cardinal obligation), or there is a mandatory legal obligation for liability, for example in the case of liability arising from a guarantee or in the case of injuries to life, physical injuries or injuries to health. In cases of gross negligence, the Agency's liability is limited to the damage which is typical for the contract and predictable, and in any case to the direct damage caused, except in the following cases. The Client is obliged to do everything possible to minimise the damage.

The Agency is not liable for the Client's property, in particular not for items which the Client has brought into rented locations, to the extent that the damage is not due to gross negligence or intent on the part of the Agency or its agents. The Client is responsible for ensuring sufficient insurance protection (e.g. against theft and vandalism).

The Agency is furthermore not liable for impairments, delays and/or failures caused by poor weather, withdrawal or non-granting of official authorisation, non-performance or defective performance by third parties, elimination of locations, accidents or similar occurrences, unless it is responsible for this or bears contractual or legal responsibility. Liability on the part of the Agency is also excluded in the case of the unpredicted inability of a model, location scout or location manager to work. The Agency shall make every effort possible to find a replacement, but this does not represent a contractual obligation. The Client is solely liable for damage caused within the scope of the activities carried out by third parties over which the Agency does not have any influence. The Client shall procure the relevant insurance for this.

§ 11 CANCELLATION FEE

If a Job is not carried out for reasons for which the Agency is not responsible, the Agency shall be due a cancellation fee of 50% of the agreed fee, with no requirement to show damage or fault. The Client retains the right to demonstrate that lower damages were caused. If a Job which had already been started is not completed for reasons for which the Agency is not responsible, or if a Job is completed earlier than agreed, the full fee remains payable. A Job is deemed to have been started once the Agency has commenced with the fulfilment of contractually due services at the request of the Client. If the time set out to complete the Job is exceeded for reasons for which the Agency is not responsible or the implementation date has to be postponed at no fault of the Agency, for example in the case of subsequent wishes which deviate from the job, bad weather, non-timely provision of products, props etc., non-

appearance of models or actors, non-performance or defective performance on the part of third parties, accidents, refusal of official authorisation, withdrawal of authorisation previously granted etc., the Agency shall be due an additional fee based on the additional expense in addition to the originally agreed fee. Incidental costs which also arise will be invoiced in full at cost.

§ 12 SELF - ADVERTISEMENT

The Agency is entitled to use and to publish photograph and film recordings created as part of a Job and other products and copies or extracts of these for self-advertisement and as samples of work.

§ 13 CIRCUMVENTION CLAUSE

If the Client requests models from the Agency's books and invites them to attend a „live casting session“, he is obliged to book these models through the Agency regardless of the point at which and for which production the models requested by the Agency are used. Direct booking circumventing the Agency is not permitted. Where a booking is made circumventing the Agency, this is to be treated as if the booking had been made through the Agency. The Client shall also be required to pay a contractual penalty totalling 20% of the model's fee plus the applicable statutory VAT. The Client retains the right to demonstrate that lower damages were caused. The right to exercise further claims for damages is expressly retained.

§ 14 FINAL PROVISIONS

If individual provisions of the contract between the Client and the Agency or these terms and conditions are ineffective, this does not affect the validity of the remaining provisions of the contract or these terms and conditions. Instead of the ineffective provision, a provision which comes closest to the intended purpose is deemed to be agreed. The same applies to the filling in of gaps in the contract.

§ 15 PLACE OF PERFORMANCE, PLACE OF JURISDICTION

The place of performance and the place of jurisdiction is the Agency's registered office. German law applies between the parties for services provided both in Germany and abroad.

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