



## AGB Instinct Pictures GmbH General terms and conditions

### 1. Introduction:

1.1 Instinct Pictures is a limited liability company under Swiss law. Its purpose is to produce audiovisual works (film, photo, animation).

1.2 Instinct Pictures assures the Client that all information required for the preparation of a quotation or the processing of an order will be handled confidentially. The Customer is also expected to handle all information resulting from business transactions, in particular from quotations, in an appropriate manner. The further use of the scope of services offered by Instinct Pictures (rough concept, implementation ideas, etc.) to solicit competing offers is prohibited.

1.3 The General Terms and Conditions (hereinafter referred to as GTC) of Instinct Pictures are available at [www.instinct-pictures.com](http://www.instinct-pictures.com).

### 2 Scope of Application:

2.1 These GTC shall apply to all orders placed with Instinct Pictures. They shall apply to all future business relations, even if they are not expressly agreed. Any deviations from these Terms and Conditions shall only be effective if confirmed in writing by Instinct Pictures. Silence on the part of Instinct Pictures with respect to any general terms and conditions of the Client shall not be deemed to constitute consent under any circumstances.

2.2 Hierarchy of validity: The provisions in Instinct Pictures' order confirmation shall apply first, Instinct Pictures' GTC second and Instinct Pictures' offer third.

### 3. commencement, duration and termination of the contract:

3.1 The contractual relationship with Instinct Pictures shall come into existence when Instinct Pictures has received the order confirmation signed by the Client in a legally binding manner. This order confirmation shall at least specify the scope of services, remuneration and all essential deadlines.

3.2 If adjustments are to be made to the agreed scope of services during production, these shall be regulated by means of a supplementary agreement.

3.3 Interim acceptances: The number and timing of interim acceptances shall be defined in the order confirmation. At least one representative of the customer authorized to act shall be present at these interim acceptances. Acceptances of interim results shall be confirmed in writing and shall be binding. Instinct Pictures undertakes to implement the Client's revision requests, provided they are within the framework defined in the order confirmation. However, if the Client's revision requests run counter to Instinct Pictures' aesthetic and ethical ideas to a considerable extent, Instinct Pictures may cancel the production. In this case, the Client shall compensate Instinct Pictures for the work already performed and for any additional proven costs.

3.4 Final Acceptance: At least one representative of the Client authorized to act shall inspect the work produced by Instinct Pictures upon delivery. If no justified written complaint is received within 8 days, the work shall be deemed accepted and the order thus fulfilled. No further claims will be accepted.

The Client may only refuse to accept the work if it has significant qualitative defects or if the essential conditions stated in the order confirmation have not been met and after Instinct Pictures has allowed a 10-day period for rectification to elapse.



#### 4 Delays:

4.1 If the production suffers a delay, the cause of which does not lie within Instinct Pictures' sphere of responsibility, the delivery period shall be deemed to be extended by the duration of the impeding circumstances. If the Client is responsible for the delay, the Client shall be liable to Instinct Pictures for any costs incurred as a result (rental of materials, model fees, etc.).

4.2 Failure to meet the delivery date shall entitle the Client to a reduction in Instinct Pictures' compensation only if there is gross negligence on the part of Instinct Pictures.

#### 5 Cancellation of Production:

5.1 In the event of cancellation of production by the Client, the Client shall be liable to Instinct Pictures for at least 20% of the total order volume or the work already performed and any proven costs in excess thereof.

5.2 In the event of interruption of production due to force majeure (death of a main participant, etc.) and resulting material the Client may withdraw from the contract. In this case, the Client shall compensate Instinct Pictures for the work already performed and for any additional proven costs.

#### 6 Additional Expenses:

6.1 If it is foreseeable that the agreed service cannot be provided by Instinct Pictures within the budget, Instinct Pictures shall inform the Client immediately. If no additional agreement is reached, the Client shall owe Instinct Pictures the final payment for the work already performed and any additional proven costs. The Client shall have the right to use the settled work result.

#### 7 Intellectual Property:

7.1 The Customer expressly acknowledges Instinct Pictures' intellectual property rights. Instinct Pictures reserves all copyrights to services rendered by Instinct Pictures in the course of the performance of the service. This applies in particular to visual and audiovisual works, texts, concepts, design proposals, graphic works, word and figurative marks.

7.2 The works created by Instinct Pictures shall be made available to the Client for use, subject to the Client's complete fulfillment of its obligations under the order confirmation. Unless otherwise agreed, the Customer shall acquire the right to one-time use of the work in terms of content, time or geography. First use right (photo), exclusive use right (photo), second or multiple use by the client or third parties must be expressly agreed and compensated separately. The Works may not be modified without the express written consent of Instinct Pictures.

7.3 Elements provided by the Client (logos, product names, music, jingles, etc.) will not be checked by Instinct Pictures for their copyright. In such a case, any copyright infringement shall be at the expense of the Client.

7.4 If the territorial scope of the transfer of rights has not been expressly extended to additional countries in the order confirmation, the rights of use shall only be transferred for the country in which the Client has his domicile.

7.5 In the absence of any provision to the contrary in the order confirmation, the transfer of the rights of use shall be for one year.

7.6 The Client shall respect the moral rights of the author, in particular the right to be named and the integrity of the work. Instinct Pictures shall be entitled to designate its authorship of the created works in a form chosen by Instinct Pictures.

7.7 Instinct Pictures reserves the right to screen or have screened the Production on the occasion of festivals or competitions, as well as for the purpose of self-promotion.



#### 8 Remuneration:

8.1 Normally, the services rendered by Instinct Pictures shall be performed in accordance with a lump sum price defined in the order confirmation. This lump sum price is exclusive of expenses and VAT, unless otherwise agreed.

8.2 The remuneration defined in the order confirmation does not include:

- deviations requested or accepted by the Client from the general conditions specified in the order confirmation, insofar as these deviations result in additional costs.
- costs incurred by the client in connection with recordings made at his premises and/or the involvement of his employees.

8.3 The remuneration for the services of Instinct Pictures shall be paid by the Client against invoice as follows:

- 40 % of the total lump sum when the order is placed, taking into account a payment period of 10 calendar days and in any case before the start of production.
- 60 % of the total lump sum after completion of the order, taking into account a payment period of 20 calendar days.

8.4 Unforeseen expenses (e.g. for additional reconnaissance or similar) must be approved in writing by the Client for a total amount of CHF 300.- or more, so that Instinct Pictures can charge them in addition to the lump sum price defined in the order confirmation. Expenses  $\leq$  CHF 300.- which are demonstrably beneficial to the provision of the service by Instinct Pictures and can be substantiated shall be reimbursed by the Client.

#### 9. exclusion of competition:

Instinct Pictures in principle does not accept any regulations regarding the exclusion of competition and is expressly entitled to work for the same and similar products, manufacturers and suppliers.