

General information

The following General Terms and Conditions (hereinafter referred to as "GTC") apply to all contracts concluded with Clrs. GmbH, Carmerstr. 10, 10623 Berlin, Germany (hereinafter referred to as "we" or "us").

Clients are hereinafter referred to as "you" or "client".

We are basically specialized in postproduction in the context of film productions and partially in all phases of film production. Furthermore, the GTC refer to the rental of our technical facilities. Our offer is directed exclusively to entrepreneurs within the meaning of § 14 BGB (German Civil Code), legal entities under public law or special funds under public law. These GTC therefore only apply to contracts between us and the aforementioned business partners and are available at www.clrs.de/agb.

§ 1 Subject matters of the contract / Conclusion of contract

1.1 The subject matters of the contract are the post-production and/or film production services described in our respective offer or the provision of our premises including the technical facilities (equipment) in our premises (e.g. editing suite, grading suite, etc.) (hereinafter jointly referred to as "facilities") on a rental basis in accordance with the service specifications contained in the offer.

1.2 The contract with us is concluded when you accept the offer by signing it and returning it to us by post, fax (written form) or in text form as a scanned file (e.g. PDF), as a file with a digital signature (e.g. AdobeSign, DocuSign, HelloSign) or by declaration of acceptance by e-mail. The contract (hereinafter referred to as "order") is concluded with the receipt in due time (see § 1.3) by us. If you make amendments in the text of the offer and send it to us, this constitutes a new offer submitted by you. The order shall only enter into force when we accept the offer in writing (by post or fax) or in text form (as a scanned file, as a file with a digital signature or by declaration of acceptance by e-mail) under the changed conditions or when we commence with the provision of services (implied acceptance). Substantial changes may result in the need to adjust remuneration, deadlines or the service description.

1.3 We shall be bound to an offer submitted by us for fourteen (14) days, unless we have noted a shorter period in the offer.

1.4 We are entitled to render our services ourselves or through third parties (e.g. freelancers or subcontractors). We shall be liable for third parties commissioned by us to render our services as regulated in these GTC, unless otherwise specified in an order.

§ 2 Prices, terms of payment and cancellation

2.1 All amounts stated in our offers are in Euro excluding transport and packaging costs (see § 6.6), but plus value added tax, unless orders are placed from abroad. In the case of orders with foreign reference, the individually agreed regulation shall apply. However, rental contracts are subject to value added tax in any case.

2.2 If travel activities are required for the rendering of our services, the travel expenses will be invoiced to you in accordance with valid tax flat rates or upon presentation of the receipts.

2.3 We are entitled to demand installments for individual parts of our services, when completed, within a reasonable period of time. If you fail to pay due installments in accordance with the contract, we shall be entitled to refuse to provide further services or, if necessary, to terminate the contract. Partial services already rendered shall be remunerated.

2.4 All invoiced amounts are payable within fourteen (14) days after the date of the invoice without any deductions, unless the invoice shows a different payment date.

2.5 You may only offset with claims that are undisputed or legally binding and only assert a right of retention in respect of such claims.

2.6 The basis for any rendering of services is your creditworthiness. We therefore reserve the right to demand advance payments or securities (e.g. deposit of a security, etc.). If, during the term of the contract, we become aware of any negative information about your creditworthiness and if we believe that our claim for payment is therefore jeopardized, or if you fail to pay due amounts in accordance with the contract, we shall be entitled to refuse our further rendering of services, to predicate our further rendering of services upon the condition of advance payments, to demand securities or, if necessary, to terminate the contract.

2.7 In case of default of payment, you owe a blanket reminder fee of 40.00 €. Our claim to default interests and your option to prove that we have incurred lower damages shall remain unaffected.

2.8. If you cancel an order and we are unable to conclude another contract in this respect, irrespective of which of our services (in particular (post-)production or rental) is involved, we shall be entitled to charge you the following pro rata remuneration:

- Cancellation more than 48 hours before the agreed start of the contract: 25% of the agreed remuneration, provided that the remuneration for the services already rendered up to this point and the costs incurred (this also includes payments to third parties to which we have committed ourselves in reliance on the fulfillment of the order) do not exceed this amount, otherwise this higher amount.
- Cancellation between 48 and 24 hours before the agreed start of the contract: 50% of the agreed remuneration, provided that the remuneration for the services already rendered up to this point and the costs incurred (this also includes payments to third parties to which we have committed ourselves in reliance on the fulfillment of the order) do not exceed this amount, otherwise this higher amount.
- Cancellation less than 24 hours before the agreed start of the contract: 100 % of the agreed remuneration.

The assertion of further claims for damages in accordance with the statutory provisions and/or these GTC remains unaffected.

§ 3 Rental contract provisions

3.1 Insofar as our service consists of providing you with our facilities for use, you shall only be granted access to the facilities specified in the contract as well as the right to use generally accessible rooms (e.g. toilets). You may not use any other facilities without our prior consent. When handing over the facilities to you, you are obliged to check them for incompleteness or damage. You must report any defects to us immediately. Should any damage occur to the facilities during the rental period, you shall be responsible for this, unless the respective damage was caused by us or one of our employees. You shall bear the burden of proof for this. The facilities may only be used in accordance with the instructions of our staff and in accordance with the operating instructions. The facilities may not be made available to third parties without our prior written consent. It is not permitted to install your own software on our technical facilities. You shall be liable for any damage to our facilities that occurs as a result of such installation.

3.2 At the end of use, the facilities shall be returned in the same condition in which they were handed over to you at the beginning of use. All costs incurred by you as a result of improper or other use of the facilities contrary to the terms of the contract shall be borne by you. You are obliged to adhere to the agreed times of use. A right to further use in the event of missed deadlines or outside the agreed period of use shall only exist if this has been agreed in writing.

3.3 Our claim to remuneration arises irrespective of whether you actually use the facilities or not. The use of the facilities and access to our premises may be subject to reasonable preconditions and may be refused if you or your accompanying persons do not fulfill them. In particular, access and use may be refused if:

- a person is obviously under the influence of narcotics and/or alcohol or violates the smoking ban or the ban on alcohol and/or narcotics;
- official requirements and/or instructions (especially with regard to health measures) are not complied with;
- knowledge of how to operate the facilities properly is obviously lacking and, to our own discretion, there is a risk that the facilities will be damaged by improper operation.

The aforementioned violations and resulting access restrictions and/or prohibitions do not release you from the obligation to pay.

3.4 The use of our facilities is in principle not linked to general opening hours, but is only possible during the agreed times. Our facilities may only be used for the purpose of producing and editing film material. Any other use requires our prior consent.

3.5 If you consume drinks or food in our facilities, please ensure that other users are not disturbed by odors and that our equipment is not damaged by e.g. liquids. Drinks and food may not be consumed at the workplaces. If employees or other users feel disturbed by food odors, we reserve the right to prohibit the bringing of food in general or at the workplaces.

3.6 You and all accompanying persons must comply with the house rules, in particular the prohibition of the consumption of narcotics, alcohol and tobacco. Furthermore, the requirement of consideration for the interests of the other tenants and users of our studio shall apply. If you and/or one of the persons accompanying you do not comply with the house rules or the requirement to be considerate, we are entitled, in exercising our house rights, to refuse this/these person(s) access to our premises. In the event of at least two (2) violations or a particularly gross violation, we shall be entitled to terminate the contract and, in addition, to claim damages.

3.7 We shall only be liable for damage, destruction and/or theft of items brought in by you insofar as we or our vicarious agents have acted with gross negligence or willful intent. You shall bear the burden of proof for this. Otherwise, we are not liable for items brought in. In particular, we would like to point out that third parties also have access to our premises and that we do not have a supervised cloakroom or other facilities to protect the items you have brought in. You are therefore solely responsible for the supervision of your belongings.

3.8 Insofar as you are unable to use the facilities provided by us for an uninterrupted period of more than four hours due to operational disruptions for which you are not responsible, you shall be entitled to reduce the agreed remuneration for the period exceeding this until the disruption has been remedied. You are only entitled to terminate the contract if you notify us of the disruption without delay, if the disruption cannot be remedied within four hours of us becoming aware of it and if a reduction of the remuneration and adherence to the contract are unreasonable.

We do not accept any liability for the works carried out by you using our facilities, work results produced and/or their quality. In particular, we shall not be obliged to save or store any data or work results produced by you. You are responsible for backing up the respective data.

3.9 The provisions of this § 3 take precedence over the general provisions in these GTC with regard to rentals. In all other respects, the general provisions shall continue to apply.

§ 4 Dates, Default

4.1 We always endeavor to adhere to agreed deadlines. We will only be able to meet the deadlines if you provide all necessary work and documents completely by the agreed deadlines and comply with your obligations to cooperate (see § 5). Non-compliance with agreed deadlines, unless the transaction shall

expressly be at a fixed date, shall only entitle you to claim your legal rights if you have granted us a reasonable period for subsequent performance of regularly at least fourteen (14) days. The period begins with the receipt of a reminder letter by us.

4.2 Any delays caused by you by providing incorrect, incomplete and/or subsequently amended information and/or specifications and/or documents, and any increase of costs resulting therefrom, shall be borne by you and shall not constitute default or damage caused by default.

4.3 Even with transactions at a fixed date, we shall only be liable for default in the event of intent or gross negligence to the extent provided for in § 11. In this respect, liability for force majeure, strike, lockout, war, riot as well as substantial disruption of business for which we are not responsible shall be excluded. In these cases, agreed deadlines shall be postponed by the duration of the disruptions in performance caused by these circumstances plus a reasonable period of grace. If the execution of an order is delayed for reasons for which you are responsible, we are entitled to demand an adjustment of the agreed remuneration.

4.4 If you have selected third parties involved in the rendering of services, we shall not be liable for the omissions and delivery difficulties of these third parties.

§ 5 Client's obligations of cooperation and provision

5.1 The client's obligations to cooperate and provide materials agreed upon in individual cases constitute essential contractual obligations. You must provide materials and information in the required quality and by the agreed deadlines. Obligations of acceptance and inspection must always be fulfilled by you without delay in order to avoid delays in our performance. At our request, you shall be obliged to name a contact person who shall represent you in a legally effective manner in all matters concerning the subject of the contract.

5.2 If you provide us with materials (e.g. trademarks, logos, graphics, photos, film material, music etc.) for our rendering of services in the context of an order, these shall be free of third-party rights and you guarantee that the use, editing and redesign are permitted in the context of our rendering of services.

5.3 If you provide us with materials on analogue or digital data carriers and if damage to our property or the property of third parties is caused by the use of these data carriers within the scope of an order by us, we shall only be liable to the extent that we or our vicarious agents have acted with gross negligence or willful intent. You shall bear the burden of proof for this.

§ 6 Rights of use

6.1 Upon full payment of the remuneration owed under the order, we grant you territorially and temporally unlimited rights of use of all our work results in the context of the order, unless otherwise stated in an order. Any use of our work results that exceeds the agreed scope always requires a further prior agreement. No rights are granted and/or transferred which are administered by collecting societies (e.g. GVL, GEMA, VG Wort).

6.2 If we shall obtain rights of use of third parties ("licensors") in pre-existing works and/or recordings (e.g. compositions, recordings of musical performances, photos, etc.) for the client due to an order, this shall be done exclusively to the extent agreed with the client. The client shall be responsible for compliance with existing restrictions of the licensor.

6.3 Editings and other changes of our work results are only permitted insofar as this is necessary for technical reasons and does not violate the moral rights of the authors involved in the rendering of services and/or the rights of those entitled to ancillary copyright.

6.4 While respecting the rights of third parties (see § 6.2), we are entitled to use our work results services for our own advertising, e.g. by making them accessible to the public via our own website or social media profiles.

6.5 The delivery of our work results is at your expense at the prices agreed in the order. The risk of loss and deterioration shall pass to you upon delivery to you or to a person authorized to receive the work results, in the case of mail-order purchases already upon handing over the work results to a forwarding agent, carrier or other shipping agent. Regarding the bearing of risk, it is equivalent to handover if you are in default of acceptance.

6.6 You shall bear the costs of shipping, insurance, packaging and other ancillary costs in the individually agreed amount.

§ 7 Retention of title

7.1 We retain title for all work results rendered by us or by third parties on our behalf until all claims for remuneration arising from the order have been settled in full.

7.2 You are not entitled to sell, use, pledge or assign the work results as security to third parties until ownership has been acquired.

§ 8 Amendments in rendering of services

8.1 If you want us to subsequently amend services specified in the order, we will check the possibility to implement the requested amendments, where appropriate against separate remuneration.

8.2 As far as requested amendments increase our expense or jeopardize the adherence to deadlines, we may demand an appropriate increase in remuneration, a reasonable advance payment or the postponement of the deadlines.

8.3 We shall assert such claims for amendments and/or increases within a reasonable period of time. They shall be deemed accepted unless you object in writing within two (2) weeks.

§ 9 Acceptance (regarding works and services)

9.1 If the services to be rendered by us in the context of an order are works and/or acceptance agreements have been made in an order, acceptance shall be declared on the day agreed by the parties in the order after presentation of the work or a part of the work. If the client does not request any amendments in writing or in text form (see § 1.2) on the day of acceptance, the work shall be deemed to have been accepted.

9.2 The acceptance shall be declared in writing or in text form (see § 1.2). If acceptance is not granted because the work/service is not essentially in accordance with the contract, this must be specifically established in writing or in text form.

9.3 If acceptance is not declared or not declared in due time for reasons for which we are not responsible, the acceptance shall be deemed to have been granted.

9.4 The commencement of use of the delivered work/service by you, whether in whole or in part, shall be deemed to be acceptance of the work/service as a whole.

9.5 If it is agreed in an order that interim results of our services/works shall be submitted for acceptance by us, you shall report any faults immediately. The interim result shall be deemed accepted if you do not reject it within three (3) working days or if you do not reject the improved version within three (3) working days after its delivery. By accepting interim results, you acknowledge that the works/services correspond to the order at that time.

§ 10 Claims in case of defects

10.1 Our work results are free of defects if their condition corresponds to the service description at the time of transfer of risk and if they do not have any defects of title for which we are responsible. Unless otherwise agreed, we shall only be obliged to render our services free of third-party rights in the country of the place of fulfillment.

10.2 For clarification, it is stated that - insofar as our service within the scope of an order includes the creation of a work - in the following cases in particular, unless otherwise agreed, there are no material defects or defects of title in the works:

- The matching of colors and color tones shall be carried out at our discretion, insofar as there are no written instructions from you to the contrary. The customary tolerances apply to color and/or color tone variations due to materials, processes or systems;
- Insofar as we process materials supplied by you that were not created on our equipment, or insofar as we carry out mix-downs of multi-channel recordings or main mixes of television or cinema films without you or a responsible third party named by you being present, we shall only be obliged to carry out this work professionally in accordance with the respective state of the art.

10.3 If you are a merchant within the meaning of the German Commercial Code (HGB), the claim for defects requires that you have duly fulfilled your obligations of inspection and complaint in accordance with § 377 HGB in text form within fourteen (14) calendar days after receipt of the work results.

10.4 You can assert your claims within a period of one (1) year from delivery or acceptance.

10.5 In the event of defects as described in the previous section, you shall be entitled, at our choice, to claim rectification of defects or replacement delivery. You may only demand a reduction in price or withdrawal from the contract if you have set a deadline for performance or subsequent performance of at least three (3) weeks and our attempt to improve or replace the work results has failed at least three times. In the event of withdrawal, you must add with a threat of refusal to the aforementioned deadline.

10.6 The condition for your claims for defects is the proper handling and use of the work results and a safe and suitable location. There are no claims if our services have been changed without our written consent.

10.7 As far as advertising films and/or other means of corporate communication are the subject matter of an order, we point out that we do not assume any guarantee for the admissibility under competition law of the developed and implemented work results. The client is responsible for checking the admissibility under competition law.

§ 11 Liability

11.1 We shall be liable, irrespective of the legal basis, without limitation for intent and gross negligence for damages resulting from injury to life, body or health for which the Product Liability Act states a mandatory liability and in cases where we have assumed a guarantee for the quality of the subject matter of the contract.

11.2 We shall only be liable for slight negligence if a cardinal obligation is violated, i.e. an obligation whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely. Liability is limited to the fivefold of the contractually agreed remuneration. It shall only extend to such damages that can typically be expected to occur in a contract.

11.3 In addition, we are liable within the scope of the statutory provisions as far as these damages are covered by our business liability insurance.

11.4 Further claims for damages are excluded.

11.5 Your claims for damages, irrespective of the legal basis, come under the statute of limitations after twelve (12) months after the damage has been detected.

11.6 Unless expressly agreed otherwise in an order and provided that no mandatory liability arises from the aforementioned provisions of this § 11, we shall not assume any liability for:

11.6.1 the admissibility under competition law of our work results (including ideas, concepts and designs),

11.6.2 infringements of trademark law and

11.6.3 the protect-ability (e.g. design, trademark, patent, industrial design) of our work results (including ideas, concepts and drafts) in context with the order.

11.7 If we identify risks with regard to the legal admissibility of the cases mentioned in § 11.6, we will inform you accordingly. If you consider a legal review by a lawyer in this regard to be necessary, you shall bear the costs incurred or reimburse us for agreed costs, provided that we commission a lawyer for you after consultation with you.

11.8 Insofar as our liability is excluded or limited in accordance with the above provisions, this shall also apply to the personal liability of our employees and vicarious agents.

§ 12 Confidentiality

The basis of our cooperation with you is trust. Therefore we commit ourselves to always treat and keep your business and trade secrets confidential. Information about you, your products and services will only be published and/or passed on to third parties on agreed dates. We also oblige our employees and vicarious agents in the same way to protect your business and trade secrets.

§ 13 Retention and deletion of work results

We regularly retain our work results for a period of one (1) year after completion of an order. After this period we can no longer provide clients with copies of our work results. Until then, we will provide you with copies of work results upon request and against reimbursement of the transmission costs.

§ 14 Final provisions

14.1 You are obliged to credit us as follows in the opening or closing credits of film or television productions in which we have participated:

Postproduction/Sound Editing/Picture Editing/Visual Effects [delete as appropriate]:

Clrs. [Logo]

All of our employees involved must also be named in the opening or closing credits in a manner customary in the industry. If the production is exploited on television, the guidelines of the television broadcasters remain unaffected.

If third parties have been involved in the same production, we shall be named in appropriate proportion (i.e. size, duration, positioning, etc.) to the respective services rendered (quantity, quality, etc.).

14.2 We accept your order under the exclusion of any unavoidable and uninsurable risks for us arising from force majeure and epidemics (such as BSE, H5N1, Coronaviridae, foot and mouth disease or SARS). Cases of force majeure and epidemics are hereinafter referred to individually and collectively as "events".

If rendering our services is essentially impeded or temporarily or completely impossible due to direct or indirect consequences of events which are not insured (e.g. strikes, restrictions on travel, illness of key team members or artists etc.), we will inform you and obtain your instructions. If you decide to cancel the order, the claim for remuneration will only remain valid to the extent that third-party costs have been incurred. A profit is not payable. If you decide to postpone the order, we are entitled to reimburse the additional costs incurred therefore.

14.3 Our deliveries and services are provided exclusively on the basis of the order concluded with you and these GTC. Your (purchase) conditions shall not apply even if you refer to them in your order. This also applies if we provide our contractual services without reservation in the knowledge of your own deviating conditions.

14.4 Should individual provisions of these GTC and/or the order be invalid for whatever reason, the validity of the remaining provisions shall not be affected. The invalid provision shall be replaced by a provision which comes closest to the economic sense and purpose of the invalid provision. The same applies in the event of a regulatory gap.

14.5 Exclusive place of jurisdiction and place of fulfillment is Berlin. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

14.6 Any assignment of rights or transfer of obligations under the existing contract requires our prior written consent.

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