

# TERMS & CONDITIONS

LITTLE LIGHTS STUDIO GMBH

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These General Terms and Conditions are based on the General Terms and Conditions of the Austrian Film and Music Industry Association of 1 August 2007 & 1 June 1999.

<https://www.wko.at/branchen/gewerbe-handwerk/film-musikwirtschaft/AGB-FAF2007.pdf>

## **LICENSE DURATION & LICENSE AREA**

If license duration and license area are not signposted in the offer of the specific project, the following regulations apply:

The client acquires the exclusive rights to use this film by paying the production costs.

The rights for music, image and sound are included in the quotation and are unlimited in time and place.

Buyouts for actors, if applicable, are broken down into a separate calculation and vary by project.

Utilization of the material for TV reports ("Selected B-Roll") is included, but not the sale of the material as archive material. This is excluded and must be negotiated separately.

## **TERMS OF PAYMENT**

Unless signposted separately in the project-specific offer, the budget will be paid to Little Lights Studio GmbH as follows:

### **Projects with a total volume of up to € 20,000**

60% upon signing of the estimate

40% upon approval of the online version

### **Projects with a total volume of over € 20,000**

50% upon signing of the estimate

30% upon start of shooting

20% upon approval of the online version

## **ACTOR & VOICE OVER BUYOUTS**

Actor buy-outs are signposted separately in the offer and are finally priced as soon as a decision has been made about the respective areas of application. It is not the responsibility of Little Lights Studio GmbH to check the mentioned fields of application as well as the duty of information to actors and speakers in case of a change of such areas of application, but is the sole responsibility of the client.

## **LIABILITY**

The producer is committed to produce a product that is technically perfect in accordance with the current state of the art. If a circumstance occurs in the production of the project, which makes the contractual production impossible, then the producer is only responsible for intent and gross negligence. The same applies if the production is not completed on time. The impossibility of production or not timely completion of the production, which is neither the fault of the producer nor by the client, entitles the client only to withdraw from the contract. However, the services provided so far plus production costs will be charged. In no event shall the producer be liable for loss of profits or consequential costs incurred or resulting from the discontinuation of production or impossibility. This applies in particular for weather days / cancellation of a shooting day by weather or force majeure.

## **WITHDRAWAL FROM THE CONTRACT BY THE CLIENT**

If the client withdraws from the order without the fault of the producer before the start of shooting, he shall be entitled to charge the actual net costs incurred as well as the proportionate production costs and the lost total profit.

If the order is canceled between 10 and 5 days before the start of shooting, the producer is entitled to charge 2/3 of the calculated net costs accepted by the client plus production costs.

If the client withdraws between the 3rd and the 1st day before the scheduled shooting start, the calculated and commissioned total will be charged.

## **GUARANTEED RIGHTS**

Little Lights Studio GmbH guarantees to the client on delivery of the master the ownership of all rights to the films and indemnifies the client from any claims of third parties.

## **NON-DISCLOSURE AGREEMENT**

Little Lights Studio GmbH & the client agree a reasonable secrecy about the production.

## **SUPERVISION ON SHOOTING DAY**

If applicable and not otherwise agreed upon, the client will provide an accompanying person for the shoot in order to make creative and organizational decisions on site.

## **PRODUCTION BASICS**

The cinematic realization is based on either a concept and screenplay, the scope of services included in the offer or an oral agreement before the approval of the estimate. The calculation of the budget is based on the signposted production parameters and must be adapted to these with changed parameters.

Little Lights Studio GmbH watches over the coordinated timing, should shifts occur due to unforeseen events, the client and Little Lights Studio GmbH agree to stay in dialogue to ensure the punctual completion of the films.

## **CHANGES & FEEDBACK LOOPS**

Unless indicated by a specific project contract / specific offer feedback loops, the following feedback loops apply:

- Cost approval - written confirmation of the scope of services and the budget
- Approval of concept / story + 1 feedback loop (if applicable)
- Offline / rough cut
- Online / final cut, sound mix & color correction

Usual changes to the offline version of the cut in the first version of the film, which serve to achieve the final approval, are included in the budget.

However, the following changes and services are excluded:

- Fundamental changes after approval, e.g. in the concept (story, edit, music, re-shoot, etc.), which are made after approval of the offer, after the concept approval or after the offline approval
- Cutdowns to shorter versions / changes from the versions included in the offer
- Additional voice recordings or subtitles

Such changes require recalculation of the costs incurred. Changes in picture and sound that are to be made in the course of the period of use of these films which are not specifically signposted, are also not included in the offer. Such changes will be charged separately.

## **CANCELLATION BY WEATHER & FORCE MAJEURE**

Among other things, weather is one of the unpredictable factors in the production of a film and is exempted from the warranties of Little Lights Studio GmbH insofar, as no extra days ("weather days") are calculated for cancellation by weather.

"Weather Day" is defined as a calculated and scheduled day of shooting, which may replace the loss of an originally scheduled shooting day due to circumstances beyond the control of Little Lights Studio GmbH. Such circumstances include but are not limited to:

- Weather conditions (rain, fog, sleet, hail or other adverse conditions that do not meet the conditions as requested by the client).
- Injury, illness or the lack of client-provided elements for the shoot (product in the correct colors, etc.).
- "Force majeure" (including, but not limited to, earthquakes, civil unrest, fire, flood, volcanic eruption, war and military action, strikes, labor insurgency and terrorism).

If a shooting day needs to be cancelled, the client immediately receives a budget for such a "weather day" / additional shooting day, which must be approved in writing prior to the execution of such a shooting day.

Should a shooting day be canceled due to the aforementioned circumstances, Little Lights Studio GmbH is under no circumstances obliged to carry out an additional day of shooting without being paid for. The booked crew of the original shooting day receives 50% of the fee for the canceled shooting day.

Through careful planning, Little Lights Studio GmbH will do its utmost to make sure that cancelled shooting days can be compensated for by "weather days" / re-shoot.

The cost of such a re-shoot can be stated on request in advance per day of shooting; However, these do not cover any surcharges for crew or suppliers, such as those caused by Sunday work, express deliveries and the like.

## **FINAL CLAUSE**

Changes to the production contract and / or these production conditions require a written confirmation. If a point of the production contract contradicts the production and delivery conditions, then the production contract will take precedence. The validity of the remaining provisions is not affected by this.

Place of performance is the head office of the producer. In case of disputes, the court of jurisdiction is the court of jurisdiction at the headquarters of the producer. This court only has to apply Austrian law.

Client and Little Lights Studio GmbH hereby agree to the written form for their business relationship; Fax and e-mail must be written in the same way. Verbal collateral agreements do not exist. Changes and additions to this agreement must also be made in writing.

If a contractual provision proves to be invalid, the contracting parties shall endeavor to replace the contract term which has become invalid with one that most closely approximates the intentions of the contracting parties when concluding the contract.

All other provisions of the contract shall not be affected by the invalidity of the individual provisions and the contract therefore remains in its other legally enforceable parts.

All attachments, in particular the offer, as well as the general manufacturing and delivery conditions of the Association of the Audiovisual and Film Industry in the enclosed version are part of this agreement.