



General Terms and Conditions

Brix Productions

Status: October 2013

1 GENERAL

- 1.1 Unless otherwise agreed in individual cases, the following general terms and conditions apply to all contractual relationships concluded by Brix Productions with clients concerning the concepts, development and production of film and video productions.
- 1.2 Brix Productions is only legally bound by the company confirmation of the offer/order or the signing of the contract. By signing the order letter or the order confirmation, the General Terms and Conditions of Production and Delivery are accepted.
- 1.3 The production of the film is based on the screenplay approved by the client or his acceptance of the written conditions of the offer.
- 1.4 Treatments, scripts, drawings, plans and similar documents created by Brix Productions or on our behalf remain as our intellectual property unless they are used in the film or unless a fee has been agreed for them. Any use, in particular the disclosure, reproduction and publication requires the explicit approval of Brix Productions. Any delivered contracting documents to the client, may be required to be returned.

2 COSTS

- 2.1 The agreed price includes all production costs, including an first copy suitable for broadcasting or screening, as well as the granting of rights to the film to the extent provided for in section 6.2/6.3. The calculated working time per shooting day may not exceed 10 hours.
- 2.2 A separate contract may be concluded for the creation of a treatment or screenplay. The price agreed in this contract shall be paid by the client even if he chooses not to let the treatment or screenplay be filmed or if he withdraws from the contract. If a screenplay or a pre-existing film is provided by the client or his authorised representative, the full legal transfer is to be carried out with Brix Productions.

3 PRODUCTION, MODIFICATION, ACCEPTANCE

- 3.1 Pre-production or filming and comparable work shall begin at the earliest after the production contract has been signed.
- 3.2 The artistic and technical design of the work is the responsibility of Brix Productions. Brix Productions shall inform the client or his authorised representative about the location of the filming.

- 3.3 Acceptance by the client or his authorised representative means approval of the artistic and technical quality.
- 3.4 Should the client require changes in the film's timing arrangements, the manuscripts, the script or already produced parts of the film, these are to be made at his own expense with the exception of legitimate complaints.
- 3.5 If the client wishes to make changes after acceptance of the film, he must inform the film producer of the desired changes in writing. Brix Productions alone is entitled to make changes. Such changes are at the expense of the client.

4 LIABILITY

- 4.1 Brix Productions undertakes to deliver a technically faultless end product (film/digital/HD format). No liability is assumed for improper further processing by third parties (e.g. MPEG encoding).
- 4.2 In case of impossibility to realize the production according to the contract, Brix Productions is only liable for intent and gross negligence. If a circumstance, which is neither the fault of the client nor of Brix Productions, prevents the completion of the production according to the order, this entitles the client to withdraw from the contract. Services rendered so far including preliminary expenses will be invoiced by Brix Productions to the extent agreed upon.

5 PAYMENT

- 5.1 Unless otherwise agreed, the following terms of payment apply:
 - ½ upon placement of the order
 - ½ upon approval
- 5.2 In the event of a delay in payment of more than 10 days from the invoice date, interest on arrears will be charged at a rate of 8%.

6 COPYRIGHTS, EXPLOITATION RIGHTS

- 6.1 Pursuant to Section 38 (1) of the Copyright Act, Brix Productions holds all exploitation rights necessary for the performance of the contract.
- 6.2 Unless otherwise agreed between Brix Productions and the client, the client acquires the rights of use to the finished film for the territory of the Republic of Austria (TV, cinema, internet) for a period of one year from the completion of the film upon full payment of the agreed remuneration for the work.
- 6.3 Any use beyond this - in terms of space and/or time - must be reported by the client without delay. Brix Productions will charge a separate fee for such use.
- 6.4 All other rights remain with Brix Productions. Brix Productions reserves the right to claim damages in case of infringement.

7 OTHER PROVISIONS

- 7.1 Brix Productions is entitled to display its company name and logo as copyright notice. Furthermore, Brix Productions has the right to show the film or have it shown on the occasion of competitions and festivals. Likewise, Brix Productions is entitled to show the film or have it shown for the purpose of self-promotion; this also applies to publications on the internet, on the website of Brix Productions or other corresponding analog or digital platforms (so-called new types of use; e.g. for use on handheld computers, cell phones, etc.).
- 7.2 If more than one client places an order with Brix Productions for a film, it must be specified in writing before the start of shooting which client is to make declarations in the sense of the preceding points to Brix Productions on behalf of the other clients. This applies in particular to the naming of the person who is responsible for the acceptance of the final version of the film.
- 7.3 Amendments to the production contract or/and these terms and conditions of production require written confirmation. Should a provision of the production contract render a section of these terms and conditions of production and delivery invalid, this does not affect the validity of the remaining provisions.
- 7.4 These Terms and Conditions are based on the General Terms and Conditions of Production and Delivery of the Austrian Film and Music Industry Association dated June 1, 1999, as amended in 2013. These terms of production and delivery are therefore also part of every contractual relationship of Brix Productions with clients concerning the production of film productions.
- 7.5 The place of performance is the headquarter of Brix Productions.
- 7.6 In case of disputes, the competent court at the headquarter of Brix Productions is agreed as the place of jurisdiction. This court must apply Austrian law.