

GENERAL TERMS AND CONDITIONS

All business relations and customers of PORTRAITFILMING are exclusively subject to the General Terms and Conditions described below in the version applicable at the time of conclusion of the contract. "Portraitfilms" in the sense of these General Terms and Conditions are all films made by PORTRAITFILMING (PF), no matter in which technical form or medium they were made or are available.

Contractual partner, address

Contractual partner for all legal transactions is PORTRAITFILMING, represented by: Martin R. Bieri, 4144 Arlesheim, E-Mail: portraitfilming@bluewin.ch / www.portraitfilming.com

Conclusion of Contract

A binding agreement is only concluded after the client has placed a binding order with PF. By accepting an offer from PF, the client accepts these terms and conditions.

Prices

For the production of films the agreed fee applies. A deposit of 50 percent is to be paid prior to the shoot. The remaining amount will be paid by bank transfer after the final cut. The client agrees to receive invoices by e-mail. Account details: Bank account: IBAN CH48 0076 9434 2938 7200 1

Cancellation of a film shooting

If the date cannot be carried out due to force majeure (e.g. accident, illness or similar), it can be postponed without incurring additional costs. The advance payment of 50 percent will not be refunded, but will serve as an advance payment for the newly agreed date. In case of a postponement that is not subject to force majeure, a contribution towards expenses of CHF 50 will be charged. The remaining amount will serve as a down payment for the newly agreed date.

Selection and storage of films

The films will be made available to the customer in optimized form within 15 working days in the form of a digital carrier, unless other arrangements have been expressly agreed in writing.

Retention of title

Until the purchase price has been paid in full, the films created shall remain the property of PF.

Performance of Contractual Obligations

The client is advised that films are always subject to the artistic scope of the film producer (PF). Complaints and/or notices of defects with regard to the artistic scope exercised by PF, the shooting location and the optical or technical means used for the films are therefore excluded. Subsequent requests for changes by the client require a separate agreement and commissioning and are to be remunerated separately.

Warranty/Liability

Claims for damages against PF arising from delay, impossibility of performance, breach of statutory and/or contractual ancillary and protective obligations upon conclusion of the contract are excluded, unless the damage was caused by gross negligence or intentional conduct on the part of PF. The organization, allocation and execution of bookings is done with great care. However, if due to special circumstances, such as sudden illness, traffic accident, environmental influences, traffic disruptions, etc. (also of family members of PF) PF does not show up for the agreed film shooting, no liability can be assumed for any resulting damages, losses or consequences. PF is not liable for the loss of stored data and digital films. PF will not compensate for any damage caused by the transfer of delivered data in a computer. PF is entitled to involve third-party laboratories, film manufacturers or producers; this only under consideration of a confidentiality agreement. PF is further entitled to carry out the orders by means of its own personnel or by means of external services.

PF shall only be liable for its own fault and only for intentional or grossly negligent conduct. Compensation for damages exceeding the value of the material is excluded.

Rights of use and copyrights

All copyrights shall remain exclusively with the client after conclusion of a contractual agreement.

Data protection

Insofar as personal data is disclosed to PF within the scope of contractual relationships, PF is entitled to store this data for the purpose of contract execution on the part of PF. The client expressly agrees to this. PF undertakes not to disclose this data to third parties without its consent or that of its heirs.