

CINELight

**General terms and conditions
Cinelight GmbH
(august 2022)**

1. Area of Application

The following General Terms and Conditions (hereinafter referred to as GTC) apply to all orders, offers, deliveries and services performed by Cinelight GmbH (hereinafter referred to as "CINELIGHT"). The following GTC shall also apply to all future business relations, even if CINELIGHT does not expressly refer to them in the future.

CINELIGHT supports customers in the production of audio-visual products (videos, photographs, etc.) with human and material resources, advises customers in the creation of such products and also produces such products. All deliveries, services and offers of CINELIGHT are exclusively based on these GTC. Deviating provisions of the customer shall only apply if they have been expressly agreed with CINELIGHT in writing.

In the following, all days on which work is performed on or for the production (excluding loading days) or on which equipment is used, whether these are set-up and dismantling days, test days or actual shooting days, are referred to as shooting days.

2. Conclusion of Contract

The contract between the customer and CINELIGHT is concluded by agreement (acceptance of the offer/quote) or informally by the use of the services, products or license. An offer from CINELIGHT is valid for 10 days or until the start of shooting if this is less than 10 days away when the offer is made. A change of this period is only possible in writing by CINELIGHT. This can take place in the offer or in a subsequent written communication.

Any offer made by CINELIGHT which is not in the form of an official offer or expressly designated as binding in writing or verbally shall be considered non-binding.

3. Prices, terms of payment and working hours

3.1 Prices

Subject to other offers and quotations, all prices are in Swiss francs (CHF), excluding taxes and other costs declared in writing in the offer.

CINELIGHT reserves the right to change prices at any time. The prices stated in the offer are to be understood as guide prices. However, the actual costs in each case shall be decisive. CINELIGHT reserves the right to charge for any work or additional work associated with the order at the rates applicable at the time of the work.

3.2 Rates (Staff)

The daily rates apply to a maximum of 9 working hours in a maximum period of 14 hours. Half-day rates are not normally possible. If offered by CINELIGHT, half-day rates can be used in exceptional cases. They are only possible for a continuous working time of 4.5 hours or less and will be charged at 60% of the daily rate. CINELIGHT does not charge hourly rates for production work.

Loading days and travel days up to 4.5 hours will be charged at 60% of the daily rate. After that, the normal daily rate with overtime regulations applies.

In special cases and in areas where hourly rates are usually charged in the industry, hourly rates may be charged if provided for or agreed upon in writing with CINELIGHT.

In the areas in which hourly rates are normally charged in the industry, the hourly rates currently applicable according to CINELIGHT's price list shall be charged. For items that are normally charged at daily rates, the following charging will be applied. For less than 6 hours, the hourly rate is 20% of the daily rate. For more than 6 hours, the hourly rate is 18% of the daily rate.

Daily travel time (e.g. from the company location to the set or from the hotel to the set) of more than one hour will be charged as working time (at full daily rate). For half days, daily travel time of more than half an hour will be charged. Driving vehicles on behalf of the client will be charged as working time.

3.3 Rates (Equipment)

The rates (rental material price list) for the rental material are for the complete calendar day which starts at midnight and ends again 24h later at midnight. The customer is granted one loading and one return half-day, which is not charged. This is valid for loading on the day before from 14.00 o'clock and for return on the day after the rental period until 12.00 o'clock. In individual cases, other loading or return times can be agreed with customers. All production days will be charged. CINELIGHT reserves the right to charge for all days between the loading and return day. If loading and return days are on the same shooting day, this day will also be charged.

For weekend rentals, unless otherwise agreed, the loading day is Friday afternoon and the return day is Monday morning. In the case of a weekend shoot where only one of the two weekend days is a shoot day, only the shoot day will be charged. CINELIGHT reserves the right to charge for both days in the event of a suspected breach of good faith.

For prelight days the material will be charged completely. If these are very short (e.g. only briefly on the evening before the shoot, approx. 2-3h), the material is normally charged with a factor of 0.5 for this day. Cinelight reserves the right to charge the material completely in special cases.

3.4 Overtime and surcharges

Overtime is only charged for daily rates. In the case of half-day rates, if 4.5 hours of continuous working time are exceeded, a full daily rate will be charged. Overtime is charged at one ninth of the daily rate, factorized with the corresponding overtime surcharge.

The following overtime surcharges apply:

for the 10th and 11th hour 125 %

for the 12th and 13th hour 150 %.

for the 14th and 15th hour 200 %

from the 16th hour 250 %

The following surcharges apply to work at night and on public holidays:

For work on high holidays (January 1, Easter Sunday, Pentecost Sunday, December 25), a flat-rate surcharge of CHF 200/day and person will be charged.

For night work between 23.00 and 06.00, a surcharge of 4% of the daily rate will be charged per working hour.

Overtime, holiday work and night work surcharges are accumulated and charged in addition to the daily rate.

3.5 Expenses

Any expenses incurred will be charged to the customer.

3.5.1 Vehicle expenses / rent

For production-related or production-ordered trips with vehicles of CINELIGHT or its employees, a vehicle-specific mileage allowance will be charged per kilometer driven. For some vehicles, CINELIGHT charges a vehicle rental fee. This rental includes a number of kilometers per day specified on the price list. If this is exceeded, additional kilometers will be charged according to the applicable kilometer rate of the vehicle (listed in the price list).

For pure loading days, the vehicle rental is normally not charged. However, CINELIGHT reserves the right to charge for these in special cases. For travel days (arrival, return, change of location) the vehicle rental will be charged.

The fuel used will be charged separately.

3.5.2 Meal expenses

If CINELIGHT employees are forced to eat outside the company and no catering is provided by the production or the catering is insufficient, the following expense rates apply:

Breakfast: CHF 10.-

Lunch: CHF 32.-

Dinner: CHF 32.-

Breakfast expenses will be charged if there is no breakfast catering provided by the production at the start of work before 6:00 a.m. or if this is not provided by the hotel or the production in the case of an overnight stay away from home.

Lunch expenses will be charged if work begins before 12:00 or ends after 13:00.

Dinner expenses will be charged if work ends after 7:00 p.m. or if work begins before 6:00 p.m.

Meal expenses will also be charged for meals that do not take place during working hours. This is the case if CINELIGHT employees are forced to eat out outside of working hours for production reasons, whether this is due to overnight hotel stays, rest days on site or other reasons.

3.5.3 Other Expenses

All other expenses will be charged directly. CINELIGHT reserves the right to charge the expenses at a higher rate. This is to cover expenses such as hotel or flight bookings. Copies of any receipts will be provided to the client upon request.

3.6 Breaks

Breaks that are shorter than 30 minutes or during which the workplace may not be left (stand-by) are considered working time and will be charged.

CINELIGHT employees are entitled to a main meal with a 45-minute break after 6 uninterrupted working hours (in exceptional cases, this may be reduced to 30 minutes). After 6 more uninterrupted hours of work, they are entitled to another main meal with 45 min break. This must be respected by the customer. If this is not the case, the delayed or stand-by break will be charged as working time.

For breaks longer than 1 hour, the additional break time will be charged at 50% as working time. This is up to a maximum of 3 hours. After that, the break will be charged at 100% as working time.

3.7 Resting Time

The daily rest period for CINELIGHT employees is at least 11 hours. It may be reduced to 9 hours in exceptional cases and to 8 hours at most once a week with the consent of the employees concerned.

If these rest periods are not observed, CINELIGHT reserves the right to compensate for this with surcharges or overtime rates on the previous day's working time.

3.8 Terms of Payment

All invoices from CINELIGHT must be paid in any case within 14 calendar days of the invoice date. If the invoice is not paid within the payment period, CINELIGHT reserves the right to charge the statutory default interest and, after expiry of the payment period specified in the second reminder, to initiate the debt collection procedures possible under Swiss law. If the customer is in arrears with any partial payments, CINELIGHT shall have the right to suspend work until the corresponding partial payment has been made.

All invoices shall be settled by bank transfer. In individual cases, other payment options may be used after written or verbal agreement.

For offers with a total value of more than CHF 10,000, where nothing else has been agreed, the following payment conditions apply:

- 35% of the offer sum when the order is placed

- 30% of the offer sum directly after the shooting
- 35% of the remaining amount after deduction of the paid on account amounts of the final invoice. This after completion of the service (project completion)

CINELIGHT reserves the right to modify these payment terms in the event of increased risk of non-performance or partial performance of payment or other material reasons, at CINELIGHT's discretion, with written or oral notice to the contracting party. This may result in up to full payment on account.

3.9 Deposit

CINELIGHT reserves the right to require deposits for rented items and other products.

4. Cancellation of orders

If an order is cancelled by the customer, the already incurred effort and costs (including cancellation fees for flights, hotel, etc.) will be charged, also a replacement for the cancelled days will be charged according to the following levels:

Cancellation less than 24 hours before the start of shooting: 100% of the total amount of the offer for these days.

Cancellation less than 48 hours before the start of shooting: 75% of the total amount of the offer for these days

Cancellation less than 72 hours before the start of shooting: 50% of the offer amount of those days

Cancellation less than 120 hours before the start of the shooting: 25% of the total amount of the offer for those days.

In case of cancellation of the shoot more than 120 hours before the start of the shoot, no compensation will be charged for the loss of rental and personnel costs. Costs already incurred will be charged regardless of the cancellation time.

The scheduled start of shooting of the cancelled shooting day or the start of shooting of the first day of several contiguous shooting days or of the complete shooting shall be deemed to be the cut-off time.

If no shooting start has been defined in terms of time, it will be set to 08.00 am of the first shooting day for the calculation of the cancellation period.

If a cancellation does not have a serious reason, CINELIGHT reserves the right to charge the complete contractual order amount regardless of the cancellation date.

4.1 Weather related cancellation

In case of cancellation due to weather reasons, CINELIGHT reserves the right to charge the cancellation according to the above conditions. A cancellation due to weather conditions is considered a serious reason.

4.2 Cancellation by CINELIGHT

If the cancellation is made by CINELIGHT, only costs and expenses already incurred will be charged. No compensation for fees or rental costs will be charged. In the event of a cancellation without serious cause less than 120 hours prior to the start of shooting, CINELIGHT will provide reasonable assistance in finding a replacement.

5. Reservation days

If reservation days (e.g. weather options) are agreed for a production, they will be charged with 25% of the average daily offer sum of the shoot. If these are used, this 25% is dropped and the complete effort is charged. These are set from the confirmation of the order and do not fall under the cancellation settlement procedure listed under point 4, but are charged regardless of the cancellation date.

6. Postponement and extension

If the production is postponed 5 to 7 days before the start of work to a later date and fulfilled at this later date, an additional 12.5% of the quotation or invoice amount will be charged for the postponed period. In case of a postponement from 2 to 4 days before the start of shooting, an additional 25% will be charged. In case of a postponement on the previous day, an additional 37.5% will be charged.

In the case of several postponed days, the first day will be taken as the deadline for the postponement addition.

If an order can no longer be carried out due to a postponement or extension because of a lack of resources, CINELIGHT reserves the right to cancel the order without financial and administrative consequences.

7. Insurance

If CINELIGHT is involved in the production as a service provider or sub-service provider with its own personnel, the insurance is covered by CINELIGHT. There are different deductibles depending on the case.

In the case of rental equipment (dry hire), insurance is the responsibility of the hirer. If there is no insurance, damages and losses have to be covered completely by the renter.

CINELIGHT does not accept any liability for damages caused by rental material from CINELIGHT.

8. Mention of collaboration

The Customer undertakes to mention CINELIGHT and its employees by name and function in the opening or closing credits and in the advertising material of the film if this is customary for the type of production or publication in question and if there are no serious reasons to the contrary.

CINELIGHT reserves the right to withdraw its name and that of its employees. This must be done prior to the completion of the pre- and post-production credits. The customer has the right to replace this name with a pseudonym if a withdrawal is made by CINELIGHT.

9. Liability

CINELIGHT only guarantees the provision of the promised services in accordance with the standard of care customary in the industry. Damages of the Customer (hereinafter referred to as "Damage Claims"), irrespective of their legal basis, in particular due to breach of duties arising from a contractual obligation and from tort, are excluded. In particular, CINELIGHT shall not be liable for loss of profit or other financial losses of the contractual partner. The claim for damages for breach of material contractual obligations shall be limited to reasonably foreseeable damage typical for the contract, unless there is gross negligence or liability for injury to life, body or health. In the event of negligent and/or culpable loss of or damage to raw material, CINELIGHT's liability shall be limited exclusively to new delivery to the same extent. The customer's contractual claims for damages against CINELIGHT shall become statute-barred one year after the claim arises, unless shorter statutory limitation periods apply. Insofar as CINELIGHT's liability is excluded or limited, this shall also apply to the personal liability of its employees.

10. Force majeure

If the timely performance is made impossible by CINELIGHT, its suppliers or third parties called in as a result of force majeure, such as natural disasters, earthquakes, volcanic eruptions, avalanches, thunderstorms, storms, wars, riots, civil wars, revolutions and uprisings, terrorism, sabotage, strikes, nuclear accidents or reactor damage, CINELIGHT shall be released from the performance of the affected obligations for the duration of the force majeure and a reasonable start-up period after its end. If the force majeure lasts longer than 30 days or if the service is no longer required due to the vis major caused delay, CINELIGHT may cancel the contract. Cancellation of the contract is regulated according to point 4.2. In this context, force majeure is understood as a serious reason.

Any further claims, in particular claims for damages as a result of vis major are excluded.

11. Transfer of rights

If conditions of transfer of rights are disregarded by the customer, CINELIGHT reserves the right to take the legal action possible under Swiss law (claims for damages, etc.).

11.1 In the case of a production in which CINELIGHT acts as the production company

CINELIGHT grants the customer the simple right to use the product for the contractually stipulated purpose. All other rights of use shall remain with CINELIGHT. All rights of use shall remain with CINELIGHT until payment has been made in full. The contents of its services provided by CINELIGHT are protected by copyright. The use and payment of the services by the customer does not result in the transfer of intellectual property rights. All rights to the resulting image and sound material shall in principle remain with CINELIGHT. The resulting end product may be used by the Customer within the scope of the purpose agreed upon in the offer. However, the customer shall not have the right to resell or modify the final product or parts thereof without obtaining CINELIGHT's express prior consent. CINELIGHT shall have the right to place indications of its authorship on products.

11.2 In the case of a production for which CINELIGHT provides personnel

CINELIGHT grants the customer the simple right to use the product for the contractually stipulated purpose. All other rights of use remain with CINELIGHT, insofar as this is customary for the position of the personnel. This would be the case, for example, for a position as DoP or director. However, there are other positions that fall under this. If the personnel works in a position where no copyright exists, as is customary in the industry, CINELIGHT will also waive this right.

11.3 For material rental

CINELIGHT has no right of authorship for the Produced Material. Only if a logo or company name of CINELIGHT is shown in the pictures or mentioned in the audio, CINELIGHT has the right of authorship and the production must regulate the transfer of rights with a written contract with CINELIGHT.

12. Illness Accident

In the event of cancellation of an order due to illness or accident of one or more employees, the cancellation conditions listed under point 4.2 shall apply. Illness or accident is understood to be a serious reason for cancellation.

13. Third parties

The parties have the express right to call in auxiliary persons to perform their contractual duties. They shall ensure that the auxiliary person is engaged in compliance with all mandatory statutory provisions and any collective labor agreements.

14. Guarantee

Delivery of materials and services, only while stocks last.

All materials and services are on pickup. Transports are charged (vehicle + driver). Transports are only made if there are enough resources in stock. There is no right to delivery, unless this is in writing and explicitly agreed upon.

15. Salvatory Clause

Should any provision of this contract or any supplement thereto be or become invalid, this shall not affect the validity of the remainder of the contract. The contracting parties shall replace the invalid provision with a valid provision that comes as close as possible to the intended economic purpose of the invalid provision. The same shall apply to any loopholes in the contract.

16. Confidentiality

Both parties, as well as their auxiliary persons, undertake to treat all information submitted or acquired in connection with the services or the production as confidential. This obligation remains in force even after the termination of the contract.

17. Alterations

These General Terms and Conditions may be amended by CINELIGHT at any time.

The new version shall come into force in each case by publication on the website of CINELIGHT.

In principle, the version of the GTC in force at the time of the conclusion of the contract shall apply to the Customer. Unless the customer has agreed to a newer version of the GTC.

18. Priority

These GTC take precedence over all older provisions and contracts. Only provisions from individual contracts which still specify the provisions of these GTC take precedence over these GTC.

19. Applicable law / place of jurisdiction

These GTCs are subject to Swiss law. Insofar as no mandatory legal provisions apply, the place of jurisdiction is at the registered office of CINELIGHT (District Court of Höfen). The United Nations Convention on Contracts for the International Sale of Goods (SR 0.221.221.1) is explicitly excluded.