General Terms & Conditions (GTC) – Stefan Pecher, Post-Production

1. GENERAL TERMS

All business transactions between the Client and Stefan Pecher are governed exclusively by these General Terms and Conditions (GTC). Any conflicting terms and conditions of the Client shall only be valid if expressly acknowledged by Stefan Pecher in writing.

Any deviations, additions or verbal agreements differing from these GTC must be made in writing (e-mail or messenger suffices). If any individual provision of these GTC proves invalid, the validity of the remaining provisions and the contracts concluded on their basis shall remain unaffected. The invalid provision shall be replaced by a valid one that most closely reflects its meaning and purpose.

2. CONCLUSION OF CONTRACT

The basis of the business relationship is the respective quotation / order confirmation, in which the agreed services, schedule and fees are specified. Orders are deemed accepted once Stefan Pecher confirms acceptance in writing or commences work on the project. Verbal orders become binding once the Client has fulfilled the prerequisites necessary for processing the order.

Project-specific quotations remain valid for 14 (fourteen) days. Cost estimates based on day rates are non-binding: deviations of up to +10 % compared with the estimate are deemed approved. If deviations exceed +10 %, Stefan Pecher shall inform the Client of the additional costs. These are considered approved unless the Client objects in writing within three working days of the notice.

Where a fixed package price has been agreed, the +10 % rule does not apply. The package price covers the services, deliverables and schedule defined in the quotation. Services beyond that scope are billed according to Sections 3 and 4.

3. SERVICES AND FEES

All prices are quoted net and exclude statutory VAT where applicable. Unless otherwise agreed, Stefan Pecher provides offline editing only. Ancillary services such as grading / color correction, online / finishing, VFX, sound design, audio mix & master, voice-over recordings, music licensing or purchase of data carriers are not included and shall be billed separately if requested.

Unless expressly stated otherwise in the quotation, one post-production day constitutes a regular working day of up to ten hours. If this is exceeded, Stefan Pecher shall notify the Client that overtime applies from that moment on. Overtime is billed at 1/10 of the day rate per started hour, unless otherwise agreed.

All expenses incurred by Stefan Pecher in connection with the project (e.g. taxi, courier, postal charges, data carriers) shall be reimbursed by the Client. Trips by car are charged at the current official Austrian mileage rate (Kilometergeld).

4. REVISIONS AND CHANGES

Revisions within the editing and feedback periods defined in the quotation or the agreed production schedule are included in the fee.

Additional revision rounds outside these periods, changes after approval of a cut, new or changed deliverables, or a substantial change of brief or concept are not included. Such additional effort shall be billed at the agreed day rate (half day rate for up to five hours). Stefan Pecher shall inform the Client before additional costs are incurred.

Delays or schedule changes caused by the Client, the agency or third parties engaged by them (e.g. late delivery of footage, music, graphics or feedback) extend the agreed deadlines accordingly. Additional days resulting from such delays shall be billed at the agreed day rate.

5. TRAVEL AND ON-LOCATION WORK

For work outside Vienna, travel, accommodation and daily allowances (per diem) are borne by the Client and booked or reimbursed in agreement with Stefan Pecher. International flights with a duration of more than six hours shall be booked in premium economy class or higher, unless otherwise agreed.

Travel days are billed at half the agreed day rate, unless otherwise stated in the quotation.

The Client is responsible for any visas, work permits or other entry requirements and bears the associated costs. For on-location editing, the Client provides a suitable edit setup (computer, software licenses, storage, monitor) unless otherwise agreed.

6. BOOKINGS, CANCELLATION AND POSTPONEMENT

Once an order is confirmed, Stefan Pecher reserves the agreed dates exclusively for the Client and declines other requests for this period.

If the Client cancels a confirmed order, the following cancellation fees apply, based on the fee for the booked days or, for package prices, on the agreed package price: more than 14 days before the start of work: 25 %; 14 to 7 days: 50 %; less than 7 days: 100 %. Services already rendered and expenses already incurred (e.g. non-refundable travel costs) are billed in full.

If the Client postpones the project by more than 7 days, Stefan Pecher will make every effort to accommodate the new dates. If this is not possible, the postponement is treated as a cancellation in accordance with the above.

7. PAYMENT TERMS

Invoices are issued in the currency stated in the quotation. All bank, transfer and currency conversion fees are borne by the Client, so that the full invoice amount is received by Stefan Pecher.

Stefan Pecher is entitled to request advance payments. For orders exceeding EUR 10,000 (or the equivalent in another currency), the following standard terms apply unless otherwise agreed in the quotation: 50 % of the total fee is due upon order confirmation and the remaining 50 % after completion of the work, within the payment term stated on the invoice.

Invoices are payable within 14 days of receipt without deduction, unless otherwise stated. In case of late payment, reminder fees of EUR 10 (first reminder), EUR 20 (second) and EUR 30 (third) as well as statutory default interest for business transactions apply. Publication or use of the work before invoicing does not release the Client from timely payment.

If agreed advance or partial payments are not made on time, Stefan Pecher is entitled to suspend work until payment is received. Agreed deadlines are extended by at least the duration of the payment delay. The Client may only offset undisputed or legally established claims. If the outstanding balance remains unpaid after repeated reminders, Stefan Pecher reserves the right to initiate legal action.

8. DEADLINES

Stefan Pecher makes every effort to meet agreed deadlines. Failure to meet a deadline only entitles the Client to assert statutory rights after granting a grace period of 14 days in writing.

Liability for damages due to delay exists only in cases of intent or gross negligence. Unavoidable or unforeseeable events, in particular force majeure, illness, travel disruptions, delays by third parties or delays caused by the Client, release Stefan Pecher from the obligation to meet the agreed delivery date.

9. RIGHTS OF USE AND RETENTION OF TITLE

Copyright remains with the creator of the work and is non-transferable under Austrian law. Usage rights to the post-production services are granted to the Client for the purposes and media agreed in the quotation or in a separate usage rights agreement.

All usage rights transfer to the Client only upon full payment of the respective invoice. Until then, all rights of use, exploitation and modification remain exclusively with Stefan Pecher, and any publication, reproduction, distribution or other exploitation is prohibited. This also applies if a separate licensing or service agreement is concluded with the Client or a third-party production company.

Upon full payment, the Client obtains the agreed usage rights, including use by their customers. Any further transfer of rights to third parties beyond the agreed scope requires written consent.

Collecting-society rights (e.g. AKM, GEMA or equivalent organisations abroad) are non-transferable. If the Client provides copyrighted materials (music, speech, footage, graphics), the Client is responsible for obtaining all necessary rights and permissions and indemnifies Stefan Pecher against any third-party claims.

10. CREDITS AND SELF-PROMOTION

Stefan Pecher is entitled to be credited as editor and to use the work, in full or in excerpts, for self-promotion (e.g. portfolio, website, showreel, social media). For commercial and advertising projects, such use takes place only after the official publication of the campaign, unless otherwise agreed.

11. MODIFICATION OF WORKS

After full payment, the Client, the agency and third parties engaged by them may adapt the work within the agreed purpose (e.g. finishing, versioning, cutdowns, subtitling, format adaptations). If the work is substantially altered by third parties, Stefan Pecher is entitled to have his name credit removed.

12. CONFIDENTIALITY

Stefan Pecher treats all unpublished material, information and business details of the Client and its customers as confidential and will not disclose them to third parties before official publication. Separate non-disclosure agreements take precedence.

13. WARRANTY AND LIABILITY

Claims for damages by the Client, in particular for delay, impossibility of performance, breach of duty, faulty or incomplete performance, consequential damages or loss of profit, are excluded unless caused by intent or gross negligence on the part of Stefan Pecher. This also applies to damages caused by technical failures (e.g. hardware failure or data loss). Liability for personal injury remains unaffected.

Warranty is limited to technical defects in accordance with statutory provisions. Artistic and creative decisions do not constitute defects.

All information, recommendations and advice are provided to the best of Stefan Pecher's knowledge. Liability for claims arising therefrom is excluded, in particular for legal costs, publication costs or third-party claims, unless caused by intent or gross negligence.

14. LIABILITY FOR AUDIO AND VIDEO MATERIAL

Liability for audio or video material provided by the Client is limited to the replacement value of the carrier medium and applies for a maximum of three months after invoicing. The Client is responsible for keeping backups of all material provided. If irreplaceable or unique footage is provided, the risk of loss or damage lies entirely with the Client.

15. ARCHIVING

During the project, all edit projects and related files are stored redundantly on at least two drives. After completion and full payment, project files are archived free of charge on a single drive for 12 months. After this period, Stefan Pecher is entitled to delete the data without further notice.

Stefan Pecher assumes no liability for data loss after the invoice date. Longer or redundant archiving can be arranged upon written request and is billed separately.

16. DATA PROTECTION

The Client acknowledges that project data may be stored by Stefan Pecher for internal purposes. The Client is responsible for obtaining the consent of all individuals whose image or voice is processed within the project.

17. FREE WORKS / NON-PAID PROJECTS

In non-paid or self-initiated projects, the initiator (Client) waives any right to influence the creation, editing or publication of the works. Usage rights apply from the date of the usage rights declaration;

before that, the Client may not publish the work(s). Stefan Pecher retains the right of first publication.

The Client waives all rights to defect claims, warranty and exclusive usage. Free projects release Stefan Pecher from any deadline obligations and entitle him to use the resulting works commercially. Stefan Pecher may terminate free projects at any time without justification or liability for damages.

18. SHIPPING AND TRANSFER RISK

All deliveries, shipments and returns, physical or digital, are at the Client's cost and risk. The risk passes to the Client upon dispatch or upload. Physical data carriers provided by Stefan Pecher must be returned at the Client's expense within the specified period, or within 14 days if no period is stated.

19. APPLICABLE LAW AND JURISDICTION

The legal relationship between the Client and Stefan Pecher is governed exclusively by Austrian law, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG). Place of performance and jurisdiction is Vienna, Austria.

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