General Terms and Conditions

Heartwork Productions B2B Film and Media Production

Contracting party	Max Württemberger, trading as heartwork productions
Address	Amalienstraße 45, 80799 Munich, Germany
Scope	Business clients only
Version	22 September 2026

1 Scope and contracting party

1.1 These General Terms and Conditions apply to contracts for film production, video and photo production, animation, live streaming, social media content and related services between Max Württemberger, trading as heartwork productions, Amalienstraße 45, 80799 Munich, Germany, hereinafter Heartwork Productions, and its clients.

1.2 These Terms and Conditions apply exclusively to entrepreneurs within the meaning of section 14 of the German Civil Code, legal entities under public law and special funds under public law. Heartwork Productions does not enter into contracts with consumers on the basis of these Terms and Conditions.

1.3 Conflicting or deviating terms of the client apply only if Heartwork Productions has expressly agreed to them in text form.

1.4 Individual agreements in a production agreement, proposal, order confirmation or other contractual arrangement take precedence over these Terms and Conditions.

2 Proposal and formation of contract

2.1 Proposals, calculations and cost estimates issued by Heartwork Productions are non-binding unless expressly identified as binding. A contract is formed when a proposal is accepted, an order confirmation is issued or Heartwork Productions starts performing at the client's request.

2.2 These Terms and Conditions become part of the contract if they are provided or made electronically accessible to the client before or at the time the contract is formed and are incorporated into the proposal or order confirmation. The version incorporated when the contract is formed governs. The later publication of a new version does not amend existing contracts.

2.3 Legally relevant notices, approvals, change requests and additions may be made in text form, including by email. Statutory form requirements and the precedence of individually agreed terms remain unaffected.

3 Scope and performance of services

3.1 The type and scope of the services are determined primarily by the production agreement, proposal, order confirmation, approved concept and, where applicable, the script, storyboard, schedule or specification of services. Only services expressly identified in those documents are owed.

3.2 Heartwork Productions performs the services in accordance with the agreed content and technical requirements. Where no specific requirements have been agreed, Heartwork Productions decides on the artistic and technical implementation in accordance with customary industry standards and the purpose of the contract.

3.3 Heartwork Productions may use suitable employees, freelance filmmakers and other subcontractors to perform the contract. Heartwork Productions remains responsible to the client for proper contractual performance.

3.4 Delivery format, resolution, aspect ratio, language versions, subtitles, duration, versions and other technical specifications are determined by the proposal. Raw footage, project files, open editing or animation files, source files and work in progress are included only if expressly agreed.

4 Client cooperation and responsibility

4.1 The client provides the information, contacts, approvals, materials, access and decisions required for the production in a timely and complete manner. To the extent allocated to the client under the agreed division of responsibilities, the client ensures that agreed locations, its employees, products and other participants are available at the agreed time.

4.2 Before approval, the client reviews concepts, scripts, text, factual claims, product information, logos, spelling and mandatory statements. The client is responsible for the factual accuracy and legal permissibility of information it has specified or approved. Heartwork Productions will notify the client of concerns that are reasonably apparent.

4.3 For content and materials supplied by the client, the client warrants that it holds the rights and consents required for the agreed use and that no third-party rights are infringed. This applies in particular to trademarks, logos, music, images, text, recordings, personality rights and trade secrets.

4.4 If services are delayed because the client's cooperation is late, incomplete or subsequently changed, agreed time limits are extended reasonably. The client bears the

necessary and documented additional costs if Heartwork Productions informed the client of the expected scope before the costs were incurred or prior notice was impossible due to particular urgency.

5 Fees and additional costs

5.1 All prices are stated in euros and exclude applicable statutory value added tax. Travel, accommodation, shipping, materials, licence and third-party costs are included only if expressly stated in the proposal.

5.2 Unless otherwise stated in the proposal, one third of the agreed fee is due upon formation of the contract, one third at the start of filming or production and one third upon acceptance. Invoices are payable without deduction within seven calendar days of receipt.

5.3 Changes and additional requests that are not required to remedy a defect are charged separately after prior coordination. Heartwork Productions informs the client of the expected additional costs before performing the work. The parties may agree hourly or daily rates for minor changes.

5.4 Statutory consequences apply in the event of late payment. Following reasonable notice, Heartwork Productions may suspend further services if due and undisputed amounts remain unpaid.

6 Deadlines weather and force majeure

6.1 Deadlines are binding only if expressly identified as binding in the proposal or order confirmation. Production and delivery dates require the client's timely cooperation and approvals.

6.2 If an outdoor shoot cannot proceed as planned because of unsuitable weather, the parties will promptly agree a replacement date. The client reimburses documented and unavoidable third-party and cancellation costs as well as coordinated additional production costs unless Heartwork Productions is responsible for the cancellation. A weather plan or different allocation of risk agreed in the proposal takes precedence.

6.3 Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural events, government action, industrial disputes, major disruption of energy or communications, epidemics or the absence without fault of an essential participant. The affected party will promptly inform the other party and mitigate the effects where reasonably possible.

6.4 If such an event continues for more than 60 calendar days and continuation of the contract is not foreseeable, either party may terminate the unperformed part of the

contract in text form. Services already performed and binding third-party costs that cannot be cancelled must be paid. Further statutory rights remain unaffected.

7 Approvals revisions and acceptance

7.1 The client's approval of a concept, script, storyboard, rough cut or other intermediate stage is binding for the continued production. Later changes to approved content are additional services unless required to remedy a defect.

7.2 The number of included revision rounds is stated in the proposal. If the proposal is silent, one consolidated revision round after delivery of the rough cut is included. The client provides consolidated, unambiguous feedback within the agreed period.

7.3 Upon completion, Heartwork Productions requests acceptance in text form and sets a reasonable period, usually ten business days. Acceptance may not be refused because of immaterial defects.

7.4 The work is deemed accepted if, within the period set, the client does not refuse acceptance and identify at least one specific defect. Statutory defect rights remain unaffected. Where the client accepts despite knowing of a defect, statutory rules concerning the reservation of defect rights apply.

7.5 Preview versions and work in progress may not be published, distributed or otherwise used. The final product may be used only after acceptance and within the scope of the granted rights.

8 Termination and postponement

8.1 The client's statutory right to terminate before completion remains unaffected. In the event of termination for convenience, Heartwork Productions is entitled to the agreed fee less expenses saved and income earned elsewhere. Services already performed and binding third-party services that cannot be cancelled are fully taken into account.

8.2 Either party may terminate the contract for cause. Where the cause can be remedied, a reasonable period to remedy must generally be granted first.

8.3 A postponement requested by the client is subject to the availability of Heartwork Productions and the participating third parties. The client bears documented rebooking, cancellation and other additional costs unless Heartwork Productions is responsible for the postponement.

8.4 Terminations and postponements must be made in text form.

9 Rights of use and modifications

9.1 Upon full payment of the agreed fee, Heartwork Productions grants the client the rights of use in the accepted final product specified in the proposal. If the proposal is silent, the client receives an exclusive right of use, unlimited in time and territory, for the types of use known when the contract is formed that are required for the agreed contractual purpose. These rights include in particular reproduction, distribution, exhibition, broadcasting and making the product available to the public through the client's websites, social media channels, presentations, events, internal communications and advertising.

9.2 Rights in music, stock material, fonts, voice performances, performer contributions, artwork and other third-party content are granted only within the scope of the licence obtained. Restrictions concerning media, territory, term, reach or advertising format will be stated in the proposal or during approval and take precedence over clause 9.1. Fees charged by collecting societies, broadcasters, platforms or classification bodies are included only if expressly agreed.

9.3 The client receives no rights in raw footage, project files, open editing or animation files, work in progress, production methods, templates or separately exploitable components unless expressly agreed in text form.

9.4 Changes, cuts, additions, translations, subtitles, format adaptations and other modifications of the final product may be carried out only by Heartwork Productions. The client may commission a third party only with Heartwork Productions' prior consent in text form. Technically necessary adaptations that do not alter the content and are required for contractual playback remain permitted.

9.5 Heartwork Productions may use the final product or excerpts as a reference, for self-promotion, competitions or festivals only if the client has approved this in the proposal or later in text form. Unless otherwise agreed, use may begin only after the client's first public release and remains subject to sufficient third-party, licence and personality rights.

9.6 A copyright or production credit is required only if agreed in the proposal or required by mandatory rights of participating authors.

10 Third party rights and indemnity

10.1 Heartwork Productions obtains the rights to production elements selected and supplied by Heartwork Productions to the agreed extent. Responsibility for obtaining performer consents, location permits, trademark approvals and other rights is determined by the proposal and the agreed division of responsibilities.

10.2 If content supplied or mandatorily specified by the client infringes third-party rights, the client indemnifies Heartwork Productions against justified third-party claims and the

necessary and reasonable costs of legal defence. This applies only to the extent the client is responsible for the infringement. Heartwork Productions will promptly notify the client and coordinate material defence steps with the client.

10.3 The indemnity does not apply to the extent Heartwork Productions altered content contrary to the client's instructions or continued to use content without warning despite a reasonably apparent legal infringement.

11 Retention and deletion of production data

11.1 Heartwork Productions does not owe permanent archiving of production data created for an order. Raw footage, project files, intermediate versions, editing projects and other production data are generally retained for six months after acceptance of the final product or termination of the order. After that period, Heartwork Productions may delete the data without further notice.

11.2 The client is responsible for downloading the delivered final files in time and retaining its own permanent backup. After expiry of the regular retention period, the client has no claim to renewed delivery or restoration.

11.3 Extended retention may be agreed for a separate fee before the regular retention period expires. The proposal or a separate agreement will define the term, scope, data set, availability, fee and possible extension. Unless a different specification or backup level is agreed, such an agreement does not constitute a guarantee against every technically unavoidable loss of data.

11.4 Statutory retention obligations, in particular for contracts, invoices and business records, remain unaffected. Backup copies may continue to exist until overwritten in the ordinary backup cycle; restoration from backup copies is not owed.

11.5 Personal data is processed in accordance with applicable data protection law. If a data processing agreement is required for an order, the parties will enter into it separately.

12 Defect rights

12.1 Statutory provisions apply to defects unless otherwise agreed below. Heartwork Productions initially has the right to remedy the defect within a reasonable period.

12.2 A defect does not arise merely because the client subjectively dislikes an artistic or creative implementation that remains within the approved concept. Agreed specifications, technical requirements and binding approved instructions remain decisive.

12.3 Subsequent changes to the product by the client or a third party affect defect claims only to the extent the alleged defect was caused by the change.

13 Liability

13.1 Heartwork Productions has unlimited liability for intent and gross negligence, for injury to life, body or health, fraudulent concealment of a defect, an expressly assumed guarantee and mandatory statutory liability.

13.2 In the event of a slightly negligent breach of a material contractual obligation, Heartwork Productions is liable only for damage that was foreseeable when the contract was formed and is typical for the contract. Material contractual obligations are obligations whose performance is essential to proper performance of the contract and on which the client may normally rely.

13.3 Liability for slight negligence is otherwise excluded. These limitations apply correspondingly in favour of Heartwork Productions' legal representatives, employees and vicarious agents.

13.4 Heartwork Productions is liable for business interruptions or other disruption at a filming location in accordance with this clause 13. No broader general exclusion of liability applies.

14 Confidentiality

14.1 Each party keeps the other party's non-public commercial, technical and creative information confidential and uses it only to perform the contract. This includes in particular unreleased products, campaigns, scripts, calculations and access credentials.

14.2 The obligation does not apply to information that was demonstrably already known or publicly available, becomes public without breach of contract, is lawfully obtained from a third party or must be disclosed by law. Statutory trade secret and data protection obligations remain unaffected.

14.3 Heartwork Productions may disclose confidential information to employees and subcontractors who need it to perform the contract and are subject to appropriate confidentiality obligations.

15 Final provisions

15.1 The laws of the Federal Republic of Germany apply, excluding the United Nations Convention on Contracts for the International Sale of Goods.

15.2 To the extent legally permissible, the place of performance is Munich.

15.3 Munich is the exclusive place of jurisdiction if the client is a merchant, a legal entity under public law or a special fund under public law. Statutory places of jurisdiction otherwise apply.

15.4 If any provision of these Terms and Conditions is or becomes wholly or partly invalid, the remainder of the contract remains effective. The statutory provision applies in place of the invalid provision.

15.5 In the event of a conflict between the German and English versions, the German version prevails.