

MeinFilmLab Terms and Conditions

15 November 2017

1 Scope of application

Quotes provided by us are non-binding. These T&Cs regulate the contractual relationship between MeinFilmLab and the customers using our services. Any differing terms and conditions laid down by the customer do not apply.

2 Conclusion of contract

We rely on the customer to notify us of any existing copyright. If executing an order infringes rights of any kind because such notification has not been given, the customer will be held solely liable for this. The customer must immediately indemnify us against third-party claims. In the event of loss, damage or destruction as a result of theft, fire, water ingress, etc., we shall only accept liability up to the level of standard insurance, if we are only culpable of slight negligence.

3 Performance and delivery dates

The lead time only begins after all necessary technical issues have been clarified and the invoice issued for the service has been paid. Delivery dates must be expressly agreed in writing to be binding. In the event of force majeure, strikes, lockouts, involuntary incapacity, particularly involuntary machine breakdown, and power and water outage, lead times will be extended by the length of the disruption. We accept no liability for damage suffered by the customer as a result of the aforementioned disruptions. In this case, the customer is entitled to withdraw from the agreement. We may make part-deliveries if this is acceptable to the customer, in consideration of our interests, and is feasible for us.

4 Website

Scans are available for download for approx. 20 days. They will then be deleted from our Internet server and computer system. We cannot guarantee that the Internet server will be permanently available. We do not offer long-term data back-up.

5 Storing negatives

We store negatives on request. We accept no liability for theft, damage, fire, water ingress, etc. Films are always cut into filmstrips and put into sleeves after processing.

6 Payment conditions

In principle, the list prices on the date on which an order is placed apply; they can be found on our website at any time. Agreements to the contrary must be made in writing. Invoices must be paid immediately without deductions, otherwise we will not render any services. We work on payment in advance. If an order is not paid for within 2 months of an invoice being issued and we do not receive any information from the customer in this regard, we will destroy the order.

7 Postage and packaging

Goods are dispatched at the customer's risk. The customer must bear all shipping costs. We will obtain insurance for delivery by shipment at the customer's request. The customer must bear the costs of this. In the event of default on acceptance, the risk of accidental loss or accidental deterioration of the goods will be passed to the customer at this point.

8 Complaints

The customer must inspect the goods immediately upon delivery within the ordinary course of business and report any defects in writing, at the latest within seven days. The sizes stated are working sizes and may be smaller when cut. If the customer requires a precise size, this must be expressly agreed in writing when placing the order, otherwise complaints will not be permitted. If the customer does not provide any specific details of the desired colour, brightness or contrast, we will determine these features based on the level of our technology. In the event of repeat orders, the same product cannot be guaranteed due to reasons relating to material. The colours used in photographic materials

change over time. The spectral colour sensitivity and colour reproduction of different materials such as monitors, photo paper, films, inkjet paper, prints, etc. can vary and are not necessarily as they appear to the human eye. Complaints on the grounds of differences between visual impression and colour reproduction of any kind are precluded. Reproduction also depends on the light source when viewing. We consider a standard light to be 5,500 kelvins. As scans are deleted approx. 20 days after production, it is not possible to make a complaint after this.

Old films, effect films and films of unknown origin are processed at the customer's request. As a good, visual result cannot be expected from this type of film, the customer bears the risk of processing. Complaints on the grounds of colour variations, scan cuts and emulsion resolution are precluded. We reserve the right to reject orders involving this type of film.

of the T&Cs be invalid under the applicable law, all other passages will remain valid.

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9 Warranty

In the event of legitimate complaints, we will have the choice to either render the service again or rectify the problem. If attempts at reproduction or rectification are unsuccessful, the customer may withdraw from the agreement or reduce the fee. Subsequent performance is only considered unsuccessful after two attempts.

10 Liability

We may only ever be held liable for damages (not including loss of profit), not for restitution in kind. Before being processed further in any way, the customer, as processor, must verify the accuracy of our products. Any liability for consequential damages is hereby precluded.

11 Retention of title

The goods supplied will remain our property until full payment by the customer. Extended retention of title applies.

12 Place of performance, place of jurisdiction, choice of law

The place of performance and place of jurisdiction is the location of our registered office. German law applies, to the exclusion of the UN Sales Convention. Older versions of the T&Cs will become invalid when an updated version is published. Should individual passages