

# MeinFilmLab Terms and Conditions

April 11, 2020

## 1 Scope of application

Quotes provided by us are non-binding. These T&Cs regulate the contractual relationship between MeinFilmLab and the consumer or entrepreneur using our services.

## 2 Conclusion of contract

With the payment of our invoice you declare the acceptance of the offer in a legally binding manner, whereby the contract is concluded. 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.

## 3 Website offer

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.

## 4 Storing negatives

We store negatives on request. Films are always cut into filmstrips and put into sleeves after processing.

## 5 Payment conditions

Invoices must be paid immediately without deductions. 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 after reminder from the customer in this regard, we will destroy the order.

## 6 Postage and packaging

The customer must bear all shipping costs. As far as you are a consumer, it is regulated by law, that the risk of accidental loss and accidental deterioration of the sold item during the shipment only passes to you when the goods are handed over, regardless of whether the shipment is insured or uninsured. This does not apply if you have independently commissioned a transport company not named by the entrepreneur or someone else to carry out the shipment.

If you are an entrepreneur, delivery and dispatch are at your own risk.

## 7 Complaints

The sizes stated are working sizes and may be smaller when cut. 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. Reproduction also depends on the light source when viewing. We consider a standard light to be 5,500 kelvins. Scans are deleted approx. 20 days after production.

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. 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.

## 8 Warranty

Consumers are asked to immediately check the goods for completeness, obvious defects and transport damage upon delivery and to report complaints to us and the transport company as soon as possible. Subsequent assertion of obvious defects does not lead to a loss of warranty rights for a consumer.

(a) There are statutory rights of liability for defects. In the event of justified complaints, we may, at our option, perform or improve the service within a reasonable period. If the new production or repair fails, the customer can withdraw from the order or reduce the price. The supplementary performance only failed after two attempts at subsequent performance.

(b) As far as you are an entrepreneur, deviating from (a) applies: You are obliged to examine the goods for defects immediately and to notify us of obvious defects within 7 days of receipt of the goods in text form. timely dispatch is sufficient to meet the deadline. This also applies to hidden defects ascertained later on from discovery. In the event of violation of the obligation to inspect and give notice of defects, the assertion of warranty claims is excluded. The warranty period is one year from date of delivery. The shortened warranty period does not apply to culpably caused damage from injury to life, limb or health, and grossly negligent or willful damage or malice, as well as for recourse claims in accordance with §§ 478, 479 BGB.

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## **9 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. 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.

## **10 Retention of title**

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

## **11 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 of the T&Cs be invalid under the applicable law, all other passages will remain valid. 1 ODR-VO and § 36 VSBG: The European Commission provides a platform for online dispute resolution (OS), which you can find at <https://ec.europa.eu/consumers/odr>. We will participate in such a process. German law shall apply. This choice of law only applies to customers if it does not result in the revocation of the protection guaranteed by the mandatory provisions of the law of the country in which the respective customer's usual place of residence is located (benefit-of-the-doubt principle).