Conditions of subscription

I. Conclusion of contract

1. The contract shall be concluded with the Customer’s signing of the letter of confirmation for the appointed date/order of contract. From this moment on the demand of the Customer cannot be made, but upon Customer’s request the Friedrich-Wilhelm-Murnau-Stiftung, Wiesbaden (hereinafter called the Foundation).

2. Regarding the execution of the contract each film title shall be made dependent on the delivery of other film titles, as well as the acceptance of one film title should be made dependent on the delivery of other film titles, this will require a special agreement.

3. The Foundation will make available, as far as given, some digital advertisement material for the film titles ordered.

4. Any diverging, opposing or supplementary stipulations shall for their business always require the written consent by the Foundation.

II. Accounting of the portion of distribution (film rent) payment modalities /default Prepayment /distribution at fixed price /complimentary tickets

1. At a proportional participation, the Customer shall have to hand over immediately, or within seven (7) days after the last day of showing at the latest, a final sound account established according to ordinary commercial principles.

2. Since all the film copies as subject matter of the contract are protected by copyright, the Customer shall have to present the film material to the Foundation demanding payment the Customer shall be authorized to claim default interest at the rate of 8%

3. The dates of showing and/or the run shall be fixed in the order contract. After the end to this presentation the data shall pay the Foundation, without prejudice to other claims, a compensation at the rate of the film rent missed.

4. As long as the film as subject matter of the contract is placed at disposal as an uncopyrighted  Digital Cinema Package (DCP), the respective data may only be fed into the Customer’s server for the date(s) of showing as fixed in the order contract. After the end to this presentation the data must be removed from the server.

5. The Customer shall not be entitled to a right of retention of the film material, no matter for whatever pretended reason he might wish to do so, nor shall the Customer be allowed to charge for the return of the film material with COD to be paid for delivery.

6. The Foundation shall have the right to refuse the delivery of further film titles because of any arrears in payment or a non-payment of the film rent.

V. Late or damaged delivery

1. If a film does not arrive at the Customer, or arrives not punctually or in a condition not playable, the Customer must inform the Foundation immediately by telephone or e-mail or telephone. The Foundation cannot accept responsibility, at a punctual dispatch, for a punctual arrival at Customer. It may be the case that a new agreement is then to be made on a new date. If the Customer has by fault not given notice of the delay of receipt, and a showing is not possible, the Customer shall have to compensate to the Foundation the damage sustained by the shows missed.

2. The contracting parties shall not be liable as far as the delivery or the showing of a film title is prevented or delayed by force majeure, or by any other circumstances independent of their will, in particular non-release, revocation of the release, loss of the negative, or prohibition of the film. As far as that goes, they both shall be exempt from the obligation to render performance. For the rest, the Foundation’s liability shall be limited to intent and gross negligence.

V. Notice of defects

1. The Customer shall be liable to immediately notify any damage, with a short description of the defects and, at damages caused by fire or a criminal offence, to immediately inform the competent police office having officially confirmed the cause and extent of the damage, and to send the acknowledgement to the Foundation. Travels made as the FFA-duty to the rate of at present 2.5%, if applicable. The net amount resulting thereof shall form the assessment basis for calculating the net film rent.

2. The Customer shall have to present the film material on hand over immediately to the Foundation, with the consequence that Customer will lose his rights regarding defects.

3. The Customer shall not be allowed to show a damaged copy, unless a substitute copy immediately requested by him does not arrive before the beginning of the showing run as agreed, what has to be evidenced accordingly.

4. If the material proves to be faulty, the Customer may claim retroactive performance, i.e. of his choice claim the elimination of the defect or the delivery of a perfect material. The Foundation may refuse retroactive performance if this is only possible with disproportional costs. If repairs by the Foundation fail, or if the Foundation refuses retroactive performance or does not render this performance within a reasonable period fixed by the Customer, this one may reduce the film rent or withdraw from the contract and claim compensation of the damaged expense or for damages instead of the performance. The Customer’s rights of withdrawal are in any case limited to the repair or the replacement of the film material.

5. The Foundation shall be liable to the Customer for damages caused e.g. by an erroneous or improper use, treatment, examination, repair, alteration, damaging, mounting or processing of the material or otherwise by the violation of contractual rules and specifications on the side of the Customer or by a third party.

VIII. Fixing of a date and run of showing

1. The dates of showing and/or the run shall be fixed in the order contract. The fixed date of showing shall be binding. The Foundation may request the abandonment and change of showing dates in the branch-typical way even after the confirmation of the order. It must therein show consideration for the Customer’s justified interests.

2. The Foundation shall be liable to the non-observance of showing dates, as far as he is responsible for that and a damage is caused for the Foundation by the non-observance.

3. The Foundation shall be liable, upon request of Customer, to give all information to Customer before delivering the film that are useful for the precise identification of the film regarding its country of origin, its year of production, the scope of its release, a possible rating and other things alike. The Foundation shall remind the Customer of the age release. The FSK-release may be inspected by the Customer himself at FSK. (film self-control).

IX. Use

1. The Customer shall have to present the film material on technical perfect projection machines and in a technically perfect manner.

2. Since all the film copies as subject matter of the contract are exclusively archive copies, the Customer must urgently take note of the fact and take responsibility that the coupling of the copies is not desired. If a playback in the cross-file procedure should not be possible, then it is possible to couple at given spots of coupling marked in orange. Outside of the given coupling spots this is forbidden. In case of offence there will be invoiced 50 € per spot of splice. The film copies will be inspected after each use for length, coupling spots, damage, perforation and at pictures. Noticeless created damages will be charged.

3. If there is the suspicion that mistakes in handling the film material are made or that there are defects or technical shortcomings in the projection devices, the Foundation shall be liable to claim for the treatment of the film material and the conditions of the projection installation. It may rely upon the rights of an expert for this. The Foundation is at the assistance necessary for the control to the Foundation or to its expert.

4. If any mistakes in handling the film material or defects in the projection installations are verified, or if the agent delegated to carry out the control check is banned from access to the projection room, the Foundation may stop the delivery of other film titles, which have been ordered for the Blocked, until the elimination of the defects has been proved to it.

X. Announcement

As far as possible there should be the following hint regarding the film(s):

With kind compliance of the Friedrich-Wilhelm-Murnau-Stiftung

XI. Place of performance, jurisdiction, applicable law

1. The place of performance and the jurisdiction for both contracting parties shall be Wiesbaden as far as legally admissible.

2. The contractual relationship is subject to the law of the Federal Republic of Germany.

Wiesbaden, September 23rd 2014 Friedrich-Wilhelm-Murnau-Stiftung