

GENERAL TERMS AND CONDITIONS OF LABORATORIUM MEDIA AG

We are pleased that you have decided to entrust us with your films, images and data for processing.

Your satisfaction is our top priority. If you have any questions or suggestions, or if something should not work out, we will be happy to discuss it with you.

Conclusion of contract, applicability of General Terms and Conditions

If you send us your films, images and data for processing, this is a binding offer that we shall provide the requested services. A contract is only concluded if you accept our written offer.

By placing an order with us, you accept that these General Terms and Conditions apply to the contract.

Products and prices

Our prices and shipping costs may change from time to time. The currently offered products and the applicable prices can be found on our website at www.laboratorium.ch. Special offers or individual agreements remain reserved.

Liability

We will execute your orders professionally and with great care. Complaints for technical defects of the delivered products must be made within 10 working days.

We expressly accept no liability for damage to or loss of films, negatives, slides, originals, digital data or other valuables during storage, processing or transport. If fault can be proven to be on our side, our liability is limited to the replacement of the unexposed raw material, the data carriers or their equivalent value. Further claims of any kind, in particular the assertion of ideal values, recording costs, travel costs and expenses, are excluded.

The foregoing limitations of liability do not apply to damages caused by willful conduct or gross negligence or in other cases of mandatory liability under Swiss law.

The conclusion of insurances (transport, fire, theft, damage and loss risks) for photographic material, digital data, agency pictures and originals entrusted to us is your responsibility.

We assume no liability for color and tonal value changes of analog or digital reproductions.

Delivery

Delivery and performance dates are set out in our order confirmation. If it has not been agreed otherwise, indicated dates are to be understood as „approximate dates“ only.

Packing and transport of all products will be charged at cost. You are liable for transport damages or loss of the shipment to and from us.

Terms of payment

You will receive an invoice after the delivery. Please settle this within the payment period stated on the invoice.

If an invoice is not paid on time, interest of either CHF 15 or six percent (6%) p.a. will be charged on the invoice amount owed. The interest is due with upon expiry of the payment period, without reminder being necessary, and must be paid at the same time. The same applies if deferred payment

is subsequently granted for a debt owed or if installment payments are agreed. In the case of payment by installments, interest of 6% will be charged on the outstanding debt in each case. Reminder and collection fees for expired invoices will be charged to you.

For large orders, we reserve the right to require a deposit.

The delivered goods remain our property until full payment has been received by us.

Cancellation

Orders can only be cancelled by mutual agreement. If an order is cancelled, all work carried out and expenses for work already begun become due for payment.

Third party rights

You are responsible for ensuring that you own or are entitled to the necessary copyrights, trademark rights, personality rights and other rights to the images to be processed by us. Should third parties assert claims against us in connection with the order due to infringement of copyrights, trademarks and other rights, you are obligated to assume the defense of these claims and to compensate us for any damages incurred.

Confidentiality of data

We treat all analog and digital data confidentially. Should it be necessary to have an order partially carried out by third parties, this will be done in consultation with you.

Data storage

Since we are not responsible for damage and/or loss, you are required to keep a copy of the original data.

Your digital image data will be stored during the execution of the order and deleted 30 days after completion of the order. Until such time, you have the option of transferring the data to your own system for archiving.

Applicable law and jurisdiction

The contract between you and us is exclusively governed by substantive Swiss law (excluding the UN Convention on Contracts for the International Sale of Goods, Vienna Convention).

The ordinary courts of the City of Zurich, Switzerland, shall have exclusive jurisdiction.