

## I. **General Trading Conditions**

The company *Fly by Motion*, with company headquarters in Siegburg / Germany, offers camera remote cranes, as well as special devices for camera remote control. The assembly and support of the devices take place during the entire production duration by *Fly by Motion* provided operators.

These **General Trading Conditions** are valid without exception for the legal relation between the company *Fly by Motion* and their customers.

## II. **Prices**

The costs for fees and travel days (for gear and operators) are based in each case on the valid cost estimates. The offers are not-binding and non-committal unless they are temporally specified.

All prices understand themselves purely net plus overtime, travel, driving and transport costs, expenses, fuel and oil consumption, if necessary expendables material and the legal value added tax if not negotiated otherwise and in writing. Travel days for additionally rented equipment are charged with 50% of the daily rates. Possible resulting flight, hotel and freight costs are accounted for separately.

## III. **Working hours**

The travel and fee days are based on a work time of 10 hours. Beginning of the fee/travel day is the departure of the operator starting from company headquarters and/or hotel. The 11th and 12th working hour are charged as overtime with 25% extra. Each further working hour is charged with 50% extra. Travel days of personnel are charged with 100% of the daily rates. If not otherwise agreed, in case of Sunday working an addition of 50% of the daily fee is allotted, at legal holidays an addition of 100% of the daily fee is allotted.

**Flat charges are negotiable and must be fixed in the cost estimate.**

## IV. **Reservation / cancellation fee**

The reservation comes into effect in writing or by telephon and can be changed or canceled free of charge until 4 days before departure of the operators. If a booked job is cancelled by the client, the client is committed to make full payment of any expenses to *Fly by Motion* in accordance with the following progressive rates:

50% of the calculated operators fee with cancellation starting from 4 days before start of operation.  
100% of the calculated operators fee with cancellation within 24 hours before start of operation.

If the company loses follow-up orders by not punctual cancellation of the client, as can be proved, the client will be committed to a payment of 100% of the costs for equipment provided by *Fly by Motion*. Cancellations, which are transacted due to the political situation or weather situation are charged as the above mentioned loss regulation.

## V. **Disclaimer**

*Fly by Motion* can not be made liable if:

due to storm, downpours, adverse weather conditions, or by the assembly of a camera-crane developing safety risks, which can lead to the endangerment of humans and material, the *Fly by Motion* - personnel has to interrupt or break off the crane employment with any appropriate substitute solution.

*Fly by Motion* does not take over liability for any subsequent costs for the client resulting from the abort of the job under the specified conditions or by unexpected malfunctions of the equipment.

The client is responsible for the safekeeping of the equipment during the production-free time.

# ***Fly by Motion***

*Allgemeine Geschäftsbedingungen*

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VI. **Terms of payment**

Except when otherwise specified, the payment for rent and other achievements are due without departures/discount payments 15 days after receipt of invoice. For timely payment the receipt of the money at *Fly by Motion* is relevant.