

# GENERAL TERMS AND CONDITIONS

FOR

## AIRWORX GmbH

Note on gendering:

*The female form and the male form are used in the same way - the male form has only been selected to make the document simpler and easier to read.*

## 1. Authorisations and licences

### 1.1. Air space surveillance:

The airspace for ULFZ has been monitored by Austro Control GmbH [hereinafter ACG] since 2014.

Further information in this regard can be found online at [www.austrocontrol.at](http://www.austrocontrol.at).

### 1.2. Safety and special authorisations:

1.2.1. AirWorX GmbH is liable for every drone flight and thus reserves the right to define the possible flight routes, flight heights and locations to ensure that the flights are not problematic.

1.2.2. Flights in cities or in the proximity of airports must be processed separately by ACG and reported to the closest tower. Additional costs may result in the event of any such special authorisations. These costs are to be borne by the customer if the order is issued (see 5.1 Current authorisation costs).

1.2.3. Depending on their relevance for public interests, these special authorisations are issued more or less frequently (for example, Eurovision SongContest 2015). Irrespective of the positive or negative assessment by the Federal Ministry for Transport, Innovation and Technology, the costs must be settled by the client. As a result of the major additional bureaucratic effort and expense involved, AirWorX GmbH will invoice a corresponding processing fee (see 5.1).

Details on the costs of various flight authorisations can be found in our current price list which you can request from us at any time.

1.2.4. A flight authorisation and so-called “shooting permission” must be obtained from the property owner in the event of starts and landings from public and private properties. This must be obtained by the client.

- 1.2.5. In order to ensure secure and smooth filming, a professional cordoning service or the responsible municipal council must be used in public areas (streets, parking lots, lively areas such as pedestrian precincts etc.) which will cordon off the properties to be flown over and the starting and landing areas.
- 1.2.6. Finally, AirWorX GmbH reserves the right to select the respective flight route. In this regard, we recommend that you send us exact addresses and information on the sites in advance, for example using GoogleMaps, or that you book a direct location scouting at the actual location (at a fee, see 5.1).
- 1.2.7. As a rule, flights over streets with traffic, pedestrians or lively areas are avoided (see 1.2.1).
- 1.2.8. Persons who do not belong to the crew are not allowed to access the filming location.
- 1.2.9. During filming, the (safety) instructions from the AirWorX crew must be followed unequivocally.

## **2. Operating, contact and night flight times**

- 2.1. Prior to the issue of the order, the contact flight times defined in GEN 2.7 (beginning of civil morning twilight/end of civil evening twilight) must be controlled, accepted by the customer and upheld during AirWorX GmbH's filming work. You can find further information in ACG's flight times document which you can request from us at any time.
- 2.2. The operating times prescribed by Austro Control GmbH are as follows: Monday to Friday, in each case from 8am to 6pm, and Saturdays from 8am to 2pm. In general, Sundays are thus not included in the regular operating hours. However, these can be approved separately by ACG against payment of an authorisation fee (see 5.1).
- 2.3. Night flights outside the contact and operating hours defined in GEN 2.7 must be requested from and approved separately by ACG. A processing fee is charged in any case for the application. This is to be paid by the client irrespective of a positive or negative assessment (see 5.1).

### **3. Order processing**

#### **3.1. Arrival and departure:**

3.1.1. The date and time of arrival at the filming location is up to AirWorX GmbH.

#### **3.2. Accommodation and meals:**

3.2.1. The client declares that he accepts to provide the AirWorX crew with accommodation and meals free of charge as part of the filming work. In so doing, one three-star single room with a bathroom, toilet and WLAN will be provided for each crew member, and out-of-pocket expenses and tax and rental car costs are to be taken over, where possible and if necessary.

#### **3.3. Equipment:**

3.3.1. The equipment provided by AirWorX GmbH can be seen on the website. Any differences and customer requests can be agreed separately. However, these must be additionally rented by the client themselves. In the event of additionally rented equipment, AirWorX GmbH is not liable for any damage of any type. AirWorX GmbH is exclusively liable for its own equipment.

#### **3.4. Individual flight times:**

3.4.1. "Flights" refer to battery charges, irrespective of the number of starts and landings. The flight time per battery is between 7 and 25 minutes depending on the set up. The maximum number of flights or battery charges possible can be found in our offer or generally in our price list. Please note that we cannot perform more than two flights per hour and, in general, not more than ten flights per filming day. All of the other flights and overtime are charged separately. (5)

3.4.2. The individual flight times can vary depending on the load selected (camera, radio link), location, season and weather.

#### **3.5. Data management:**

3.5.1. The material recorded (Sony A7RII) is stored temporarily on one of our mobile computers and backed up.

3.5.2. For filming with the "RED Weapon" camera model, we recommend a DIT (digital imaging technician) provided by the client himself, who deals with backing up the data and controlling the material, for example, for colour, damage, spots and dust etc. At the client's risk, the filmed material can also only be stored on the RED MAGS and transferred at the end of

filming without any subsequent control by the DIT. AirWorX GmbH urgently recommends the provision of own storage media by the customer.

## 4. Criteria for discontinuation

- 4.1. Discontinuation due to the weather:  
Rain, snow, fog, storm, wind, thunderstorms, hail, extreme cold or heat. Discontinuation due to the weather without the possibility to change the date prior to actual filming is invoiced at 50%.
- 4.2. Drone flights can be performed at maximum winds of 27.8 km/h.
- 4.3. The client declares that he accepts that he will inform AirWorX GmbH of the weather and weather conditions on location on the day prior to arrival.
- 4.4. AirWorX GmbH declares that it accepts to restart filming work at a later date in the event of a discontinuation due to the weather. This is AirWorX GmbH's responsibility.
- 4.5. In these cases, filming work already performed is payable at 100%. The downtime on the set caused by the weather is also payable at 100%. Only downtime in the hotel or without being on-call directly at the set will be charged at 50%.
- 4.6. If filming is discontinued due to bad weather while AirWorX GmbH crew is on its way to the location, the costs for this transport must also be refunded by the client. The remaining day will be charged at 50%. (Costs for arrival and departure under 5.1)
- 4.7. If our equipment is damaged (for example, drone, gimbal or motor batteries) as a result of the client's own fault or force majeure (e.g., uncontrollable, sudden weather conditions), it is up to the crew provided by AirWorX GmbH to determine the further steps to be taken.
- 4.8. The client must be aware that additional costs (due to resulting downtime etc.) arising due to his own fault (see 4.7 above) cannot be asserted by the client and that these can be oncharged. AirWorX GmbH is not liable for costs that arise which are in its own sphere of responsibility.
- 4.9. Changes in the date up to 24 hours before arrival are free of charge. After this time, they will be charged at 50%. Cancellations by the client directly on the filming day or immediately prior to the filming day (12 hours) will be charged at 100%. Cancellations up to 48 hours before the start of filming are free of charge. Thereafter and within 24 hours, they are charged at 50% of the agreed offer price.

## 5. Costs and payment

- 5.1. The prices from our current price list always apply. The client can request this at any time by emailing **info@airworx.eu**. The client can also request the prices for a project according to the offer already submitted.
- 5.2. In the event that an order is issued, the client must pay a down payment of 50% of the estimated total amount prior to the start of filming.
- 5.3. After the end of filming or prior to the start of post-production, the respective residual amount due is invoiced. This is due for payment immediately and without deductions.
- 5.4. After the end of the payment period (maximum 14 days), we will issue payment reminders for any outstanding invoices and we can claim for settlement in court according to the contract for use.
- 5.5. Costs that result from delays on the film set and which are not the responsibility of the AirWorX crew will not be refunded by AirWorX GmbH.
- 5.6. Overtime will be charged at EUR 100 (net) per person starting from the ninth hour.
- 5.7. All prices are net, excluding VAT.

By signing this agreement, the client and customer accepts the conditions in these General Terms and Conditions and the list of current prices for AirWorX GmbH transferred electronically when a quote is issued.

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Signature **AirWorX GmbH**

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Place, date

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Signature **Customer** | **Company stamp** | **Company name**

**AirWorX GmbH**

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Industry: Film production | Professional photographer