

dima general terms and conditions

Part 1: Project workflow

1. Project Manager

For the project management we need, from the start of the project, a contact person who is authorized to make decisions and is available as a project manager for the exchange of information until the completion of the order. The availability of the contact person is essential for the correct processing of the order and it is guaranteed when the project manager can answer to requests by phone or email within 90 minutes during office hours from 9.30 a.m. to 7.00 p.m. (GMT +1).

2. Basic Data

For the correct processing of your order we need basic data from you by the time the project begins.

2.1 3d model with the following characteristics:

- Design material in **.c4d** or **.fbx** formats or **.3dm** file for export and creation of the 3d model. 3dsMax, Archicad and other formats are to be exported in **.3ds**.
- Layer structure of 3d data organized according to building components (glass / ceiling / stairs furniture ..).
- Clear and short layer names
- Unproperly welded geometry on edges and overlapping of two or more surfaces on the same site are to be corrected by the client.

2.2 environmental data essential for image production:

- Files for architecture and landscape architecture in **.dwg** and **.pdf** formats
- Location and address of the project

2.3 interior visualization data:

- Space and furniture configuration
- Descriptions of materials and references
- Descriptions of furniture and references

2.4 If the basic data does not meet the requirements defined above or it is not suitable for the visualization for any reason, it cannot form the basis of our work. If you provide us with materials that does not correspond with the parameters mentioned above, you are authorizing us to modify and correct the defective data for an extra charge* in order to be suitable for the visualization process.

2.5* The extra charge is not to consider as a flat rate, but as a hourly rate of € 50,00.

3. Production of the 3D Model

Whether the order includes the production of a 3d model, we will need the following informations and materials:

- Construction documents in a clear and coherent state (masterplan / site plan / floors plan / cuts / details / eventual views) in **.dwg** and **.pdf** formats
- Descriptions of materials and references
- Description of furniture and references
- Description of vegetation and references
- Informations concerning functions of individual spaces of the building

The provisions of Paragraph 2.4 apply accordingly.

4. Workflow of Project Processing

Our visualization is structured in four phases according to the illustration shown. Each phase forms an independent sub-project with connecting intermediate results which the work builds upon in subsequent phases.

4.1 Content of each phase:

- Phase 1:
This phase serves to coordinate the geometry and camera position. If the production of a 3d model is needed it will be carried out in this phase. With the completion of this phase, geometry and camera positions are fixed.
- Phase 2:
In this phase the goal is to set the lighting conditions, all the materials and possible furniture. After the scene is set (we will send a low resolution preview for confirmation) , the mood and lighting of the image are fixed.
- Phase 3:
An image based on the works of phase 1 and 2 will be calculated. **The rendering is an IT - technical process that generates raw images and is not correctable or repeatable within the existing order.**
- Phase 4:
In this phase postproduction takes place: the atmosphere and individual elements of the image are refined. Every element of the render is taken into account for specific modifications and improvements and external images are used to simulate living conditions into the environment (people, animals, vehicles etc.).

4.2. Until the completion of the individual project phases, complaints concerning the individual intermediate results cannot be recognized as contractually compliant; only in writing are they viewed as legally material. For the processing of the project, we can set, in consultation with the project manager pursuant to Paragraph 1, a timetable for the workflow of the project with binding deadlines for the start of the project, the end of the individual project phases and the end of the project itself.

4.3 Delivery of images:

After completion of the project, the images will be made available to you in **.jpeg** or **.tiff** with an image resolution of at least 3000 pixels

Part 2: Legal basis of the contract

At your request, we will send you a binding offer for a visualization of your project. This offer determines the timetable and the goal of the visualization of your project in addition to the rates for the requested images. Within the specified offer period, you may place an order with us to carry out a visualization by express declaration or by sending the basic data under the conditions defined in the offer. By placing an order, we owe you the production of the images listed in the offer. Aside from your planning specifications for the project, the creative-artistic production of the images is done exclusively at our discretion.

1. Received basic data / transfer of rights

- 1.1. By providing the basic data you are transferring to us, to the extent that it has been incorporated into the images that we have created, a simple, with respect to time and location, unlimited right of use. This includes the right to process, edit, reproduce, distribute, transmit and make available to the public our images with your basic data, all for advertising purposes, including the transfer of the material to third parties. If the purpose of the visualization is to take part in an architectural competition, we may exercise these rights only after the official announcement of the winner of the contest.
- 1.2. In connection with the transfer of rights specified in Paragraph 1.1, we are in particular allowed to commercially evaluate the final images for advertising purposes, insofar as the realization of the purpose of the visualization as set out in the order is not jeopardized.
- 1.3. You guarantee to us: that you possess all of the necessary copyright and usage rights of the basic data that you provide to us when transferring such rights to us pursuant to Paragraphs 1.1 and 1.2; that these are free from the rights of third parties; and that you may freely dispose of the rights of use, including the legal possibility to grant the corresponding rights of use and processing rights.

- 1.4. If the rights of third parties are violated by us through the contractually compliant processing and use of the basic data that you provided, you alone are liable for this and shall hold us harmless from all claims made by third parties for such violations of the rights of third parties.,

2. Duty to cooperate in project work

- 2.1. The fulfilment of your duty to cooperate is a contractually agreed-upon service within the framework of processing the order. The provision of basic data that is suitable for a visualization, the timely provision of information and the declaration of interim and final acceptance are a part of your obligation to cooperate.
- 2.2. If the contractual duty to cooperate is not immediately fulfilled, despite express requests to cooperate, we assume no liability for damages due to the delayed completion of the images. You bear the burden of proof in demonstrating that you are not at fault for delayed cooperation, if you do not react to our requests within 90 minutes during the office hours of 9:00 a.m. to 7:00 p.m.

3. Non-contractual modifications

Subsequent modifications that are not a part of the scope of the basic contractual offer or that fall under one of the completed phases are fundamentally not a part of the contract and are only owed on the basis of mutual supplementary agreements. If additional services that do not have an explicit compensation scheme are agreed upon, our services are to be remunerated on an hourly basis.

4. Acceptance of partial performance and full performance

- 4.1. One of your main contributions to the completion of the visualization is the acceptance of the intermediate results of the individual project phases. Based on the accepted intermediate results, the project will continue to be carried out. Acceptance occurs by express declaration or through conclusive action. At the end of a project phase, we will provide you with several variants in the form of intermediate results from which you can choose, so that you recognize – subject to deviating written declarations – these as contractually compliant by selecting one of these variants. The same applies if you, without objection, initiate the next phase of the project based on the intermediate results presented.
- 4.2. After completion of the visualization, you shall, either expressly or through conclusive action, accept the provided images as contractually compliant within two weeks of notification. After expiration of the deadline, contractually compliant acceptance will be assumed. A declaration of acceptance is also provided if you use the provided images vis-a-vis third parties.

5. Violation of the duty to cooperate

- 5.1. If the required basic data is not provided or not provided in timely fashion or if interim acceptances are not made or are rejected without reason, or if the duty to cooperate or other obligations are violated, we may withdraw from the contract by express declaration in writing.
- 5.2. In this case, compensation corresponding to the respective project phase is calculated as follows:
- | | |
|-------------------------------------|----------------------------|
| • Withdrawal before and in Phase 1: | 50% of the contract volume |
| • Withdrawal in Phase 2: | 60% of the contract volume |
| • Withdrawal in Phase 3: | 70% of the contract volume |
| • Withdrawal in Phase 4: | 80% of the contract volume |

6. Termination of the order

- 6.1. Up until the transfer of the images, you may terminate the contract at any time – also during the project processing – without giving reason by providing written notice.
- 6.2. If you exercise your right to terminate, we will calculate our compensation in accordance with Paragraph 5.2.

If you exercise your right to terminate three weeks before the start of the project, loss compensation is applicable without substitution.

Date

(Client)



(Image Provider)