



## **PUBLIC OFFER AGREEMENT FOR VIDEO PRODUCTION SERVICES**

**GERMEDIA OÜ**, registration code 14915164, registered address: Harju maakond, Rae vald, Patika küla, Kuremäe tee 13, 75316, hereinafter referred to as the "Contractor", publishes this public offer for the provision of services, addressed to individuals and legal entities, hereinafter referred to as the "Client".

### **1.SUBJECT OF THE AGREEMENT**

1.1.The Contractor undertakes to provide the Client with video production services, and the Client undertakes to accept and pay for these services under the terms of this Agreement.

1.2.The order price may include or additionally be calculated for a set of post-production services, including but not limited to: editing, color correction, adding titles, graphics, subtitles, voiceover, music selection, rental of locations and decorations, as well as other project support services.

1.3.Services beyond the agreed scope (including overtime, additional revisions, filming/editing beyond the agreed hours, etc.) are paid separately at the Contractor's base rates.

### **2.CONFIRMATION AND ORDER**

2.1.Agreement of the date and conditions of filming in writing (email, messengers, SMS, etc.) is considered the beginning of business interaction.

2.2.The date is considered finally booked only after receiving an advance payment of 30%, unless otherwise agreed in writing.

2.3. In case of cancellation or rescheduling by the Client less than 14 calendar days before the agreed date, the advance payment is non-refundable.

2.4. Rescheduling is possible only if there is a free date and only once, with written agreement. In all other cases, the advance payment is non-refundable.

2.5. In case of cancellation or rescheduling less than 7 calendar days before the shooting date, the Client additionally undertakes to reimburse the Contractor for all actual expenses, including: the full cost of the booked shooting day, rental of equipment and locations, involvement of hired specialists, transportation costs, and other documented expenses. The retained advance payment is credited towards this reimbursement.

### **3. FILMING CONDITIONS**

3.1. Minimum order - 1 hour.

3.2. The Contractor arrives at the location 15 minutes before the start.

3.3. Time for setup, dismantling and packing of equipment is included in the working time.

3.4. For shootings longer than 8 hours, the Contractor is entitled to a lunch break:

- if meals are provided by the Client - 30 minutes (paid);
- if meals are not provided - 1 hour, included in the paid working time.

### **4. PAYMENT**

4.1. The price is determined according to the Contractor's price list.

4.2. Advance payment - 30% of the total amount.

4.3. Final payment - within 7 calendar days after delivery of the results.

4.4. Delay >7 days - penalty 0.027% for each day of delay.

4.5. Delay >14 days - restriction of access to the final material.

4.6.Payment is accepted in cash or by bank transfer.

4.7.When concluding a monthly package agreement, the Client must pay by the 5th of each month.

4.8.Payment is considered made only after the actual receipt of funds in the Contractor's bank account.

4.9.All fees and charges of payment systems, banks or other intermediaries are paid by the Client.

4.10.In case of non-receipt of payment, the Contractor has the right to suspend the provision of services until the funds are credited. The advance payment is non-refundable.

## **5.LOGISTICS**

5.1.Travel outside Tallinn is paid separately, including possible accommodation, transport and per diem.

5.2.Conditions are agreed in writing before the start of the project.

5.3.All travel and business expenses (accommodation, meals, tickets, visas, insurance, car rental and other costs) are agreed in writing and paid by the Client in advance.

5.4.In the case of international projects, the Client must ensure that the Contractor and his team have all necessary visas, permits and insurance.

## **6.COMMUNICATION**

6.1.Response time - weekdays from 10:00 to 18:00. At other times, responses are provided on the next working day.

6.2.Official communication channels: email, Telegram, WhatsApp, Messenger, social networks, personal meetings.

6.3.Late provision by the Client of information, materials or approvals (brief, script, music, brand guide, etc.) automatically shifts the deadlines for the work, and the Contractor is not responsible for the delay.

## **7.RIGHTS TO MATERIALS**

7.1.Source materials and final files are stored by the Contractor exclusively on a hard drive for 6 months from the moment of delivery of the result to the Client. After this period, the Contractor has the right to delete the materials without notifying the Client and is not responsible for their loss.

7.2.The final result is provided to the Client as a download link from cloud storage. The validity of the link is 3 months. After this period, access may be closed, and the Contractor is not obliged to restore or re-upload the materials without additional payment.

7.3.Further storage of materials (on a hard drive or in the cloud) is possible only by separate agreement and for an additional fee.

7.4.The Client receives a non-exclusive right to use the final product.

7.5.The Contractor has the right to publish fragments and full versions of materials (videos, frames, backstage, etc.) in portfolio, social networks, on the website and in advertising, unless otherwise agreed in writing.

7.6.Transfer of exclusive rights requires a separate agreement and full payment. Until then, all rights belong to the Contractor.

7.7.The Client may prohibit publication in writing - discussed before the start of work.

7.8.The Contractor retains the right to use materials (including fragments) for educational purposes, in workshops, presentations, to protect his rights in court or other government authorities.

## **8.CALCULATOR ON THE WEBSITE**

8.1.The calculator at [www.germedia.ee](http://www.germedia.ee) is intended for a preliminary cost estimate.

8.2.The specified shooting hours are average values based on statistics.

8.3.If the actual duration increases, the final cost may be recalculated.

8.4.The Client agrees that the calculator calculation is not a final offer.

8.5. The final budget is formed after communication with the Contractor and confirmed in writing.

## **9. MONTHLY PACKAGES**

9.1. With a subscription (from 3 months), the Client receives a discount on shooting and editing.

9.2. In case of early termination of the agreement, recalculation is made at the base rates.

9.3. All obligations are valid within the specific month.

9.4. Payment is made in advance - by the 5th of each month.

9.5. Rescheduling of filming is possible once a month and only by agreement.

9.6. Unused hours within the package are not carried over to the next month and expire.

## **10. DELIVERY TIME**

10.1. The final material is provided within 3–20 calendar days from the completion of filming and receipt of all materials and approvals.

10.2. The specific deadline is determined individually and fixed in written correspondence.

10.3. All intermediate and final versions are considered accepted if the Client does not send written justified comments within 5 calendar days from the date of delivery.

10.4. In case of delay in providing the necessary materials or approvals by the Client, the deadlines for the work are shifted proportionally to the delay.

## **11.REVISIONS**

11.1.The Client is entitled to two rounds of revisions included in the order price.

11.2.All revisions must be provided in writing by email or messengers. Verbal comments are not accepted.

11.3.All revisions must contain clear descriptions and timecodes. Example: "00:36 - replace the shot with another angle."

11.4.Additional revisions beyond the limit are paid separately according to the price list.

11.5.Monthly packages also include up to 2 rounds of revisions for the final result.

11.6.The Contractor undertakes to make agreed revisions within 5 working days from the moment of their receipt, unless another period is agreed in writing by the parties.

11.7.Revisions must be provided as a single list in writing. Fragmented and "drip-feed" revisions are not accepted.

11.8.Revisions do not include a radical change of concept, re-shooting, replacement of soundtrack, titles or graphics, unless otherwise agreed in writing.

## **12.LIABILITY**

12.1.The Client is responsible for damage to equipment caused by themselves or third parties.

12.2.In case of violation of safety rules despite warnings, damages are reimbursed by the Client in full.

12.3.In the event of technical failures on the part of the Contractor, he undertakes to eliminate them as soon as possible or offer an alternative.

12.4.The Contractor is not responsible for the commercial result of the project (including but not limited to: number of views, likes, reposts, revenue or image effect).

12.5.The Contractor is not responsible for the quality of third-party materials provided by the Client.

### **13.DATE OF ENTRY INTO FORCE**

13.1.This document is a public offer in accordance with §§ 9 and 16 of the Estonian Law of Obligations Act (Võlaõigusseadus).

13.2.Acceptance of the offer is recognized as any of the following actions by the Client: making an advance payment; written confirmation of the filming date (by email, messengers or SMS); transfer of source materials; approval of the budget or project format in correspondence.

13.3.From the moment of acceptance, the agreement is considered concluded.

13.4.No signature is required. Confirmation in correspondence or payment is sufficient.

13.5.The Client is obliged to familiarize himself with the terms of the offer before the start of services. The order and/or payment confirms full agreement with the terms.

13.6.The current version is always available on the website [www.germedia.ee](http://www.germedia.ee).

13.7.The Contractor has the right to make changes. The new version applies to all new orders from the moment of publication. For previous projects, the version at the time of acceptance applies.

13.8.This version was published on 30 July 2025 and is valid from the moment of publication.

### **14.SUBSCRIPTION TERMS**

14.1.Minimum subscription duration - 3 months.

14.2.Payment is made monthly no later than the 5th day of the current month (unless otherwise agreed).

14.3.If overdue for more than 7 calendar days, a penalty of 0.027% of the debt amount is charged for each day.

14.4.In case of early termination of the agreement, all discounts are canceled and recalculated at base rates.

14.5. In case of early termination of the agreement by the Client, the Contractor has the right to withhold 100% of the amount for the current month and recalculate past months at base rates without discounts.

## **15. CALCULATOR ON THE WEBSITE**

15.1. All calculator calculations on the website are valid at the time of the request and are based on standard conditions.

15.2. The estimated number of shooting hours is determined on the basis of the average time required for similar tasks.

15.3. If the actual time exceeds the estimated one due to additional circumstances (delays, difficult conditions, unprepared locations), 1 hour is added at the base rate.

15.4. The Client confirms that the calculator is an indicative tool, and the final cost may be adjusted after clarification of project details.

## **16. ADDITIONAL CONDITIONS**

16.1. For shootings lasting 8 hours or more, the Contractor has the right to a lunch break.

16.2. If meals are provided by the Client - 30 minutes of paid break.

16.3. If meals are not provided - the Contractor is entitled to take 1 hour of paid break.

16.4. All intermediate and final versions are considered accepted if the Client does not send written justified comments within 5 calendar days.

16.5. The Client undertakes to ensure safe working conditions at the location. In case of a threat to the health or property of the Contractor or his team, the Contractor has the right to stop filming without penalties and with the right to payment.



## **17.DEFINITIONS**

"Services" - any types of video production provided by the Contractor.

"Final result" - the finished video delivered to the Client.

"Revisions" - changes requested by the Client after delivery of draft or final materials.

"Force majeure" - circumstances beyond the control of the parties.

"Calculator" - a tool on the website germedia.ee for preliminary calculation of cost and scope of work.

## **18.CONFIDENTIALITY**

18.1.All materials transferred by the parties under the agreement are confidential and shall not be disclosed without written consent, unless otherwise required by law.

18.2.If the project involves filming private or confidential content, the Contractor undertakes not to publish such materials without the Client's consent.

18.3.If necessary, an additional NDA may be signed.

## **19.THIRD PARTY IMAGE RIGHTS**

19.1.The Client confirms that all persons involved in the filming (employees, guests, etc.) have been informed and agree to the filming and use of their image within the project.

19.2.In case of claims from third parties, the Client is responsible.

19.3.If minors are involved in filming, the Client must ensure the presence of written consent from parents or legal representatives.

## **20.USE OF THIRD-PARTY MATERIALS**

20.1.When using third-party materials (music, fonts, logos, images, etc.), the Client guarantees the availability of all necessary rights.

20.2.If materials are provided by the Client - he bears full responsibility for copyright.

20.3.If necessary, third-party material licenses are paid separately and agreed upon before use.

## **21.TAX CONDITIONS**

21.1.At the time of publication, the Contractor is not a VAT payer.

21.2.If the Contractor's tax status changes, the current version of the agreement will be reflected on the website.

## **22.ADDITIONAL PROVISIONS**

22.1.All correspondence, agreements, specifications and conditions sent by email or messengers are legally binding.

22.2.Appendices (brief, script, timing, estimate, etc.) are an integral part of the agreement.

22.3.The text of the agreement takes precedence, unless otherwise agreed in writing.

## **23.FINAL PROVISIONS**

23.1.All disputes are resolved through negotiations, and if impossible - in the court of Estonia at the Contractor's place of registration.

23.2.Ordering the Contractor's services means full acceptance of the terms of the offer.

23.3.The invalidity of an individual clause does not entail the invalidity of the entire agreement.

23.4.The offer is valid for all new projects from the moment of publication until replaced by a new version.

23.5.The Client undertakes to pay monthly packages no later than the 5th of each month.

23.6.Payment is possible in cash or by transfer.

23.7.The Contractor may update the offer without prior notice. The Client must familiarize themselves with the current version before confirming a new project.

23.8.The relations of the parties are governed exclusively by the law of the Republic of Estonia. All possible disputes and disagreements are subject to consideration in the Harju County Court (Harju Maakohus).

## **24.FORCE MAJEURE**

24.1.The parties are released from liability for partial or complete non-performance of obligations if it is caused by force majeure circumstances.

24.2.The party affected by such circumstances must notify the other party within 3 calendar days.

This agreement is created for transparent, honest and professional cooperation between the parties. All disputes are subject to settlement through negotiations, and if necessary - in accordance with the legislation of Estonia.

**The current version was published on 30 July 2025.**

Contractor's contacts:

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