

# General Terms and Conditions of Sales and Delivery

## § 1 General information

Your contractual partner for all orders within the scope of this online offer and representative websites as for example [www.zeitraffer.biz](http://www.zeitraffer.biz) is TEMPONAUT, represented by its executive Sebastian Skuhra, Am Mitterfeld 23, 81829 Munich, hereafter referred to TEMPONAUT.

Videos, videoclips and so on offered on the website of TEMPONAUT hereafter are referred to as "products"  
Visitors and purchaser of products offered on the website of TEMPONAUT hereafter are referred to as "customer"

## § 2 Use of the products by the customer

A product purchased by the customer may be used by the customer worldwide and as many times as the customer wants. The customer also may use the product in a modified form, adapted to the intended application. Each product can be used only for the project specified by the customer on the websites of TEMPONAUT when purchasing it.  
Each product of TEMPONAUT is available only in the offered form (as it is), resolution or the like as can be seen on TEMPONAUT's website.

## § 3 Conclusion of Contract

1) The products offered on TEMPONAUT' s website represent a non-binding invitation for the customer to place an order at TEMPONAUT and are offered as non-exclusive products.

2) By filling in and sending off the order form via TEMPONAUT's website the customer makes a binding offer on a contract of purchase respectively a contract for work. TEMPONAUT will accept this offer by a respective payment of the customer the amount of which is indicated on TEMPONAUT's website in relation to the respective product.

## § 4 Delivery

Delivery of a product ordered by a customer via the website of TEMPONAUT will be effected by the customer after his payment by activation of a link for the purpose of a "download".

## § 5 Prices

The stated prices are to be understood as final prices for all customers . The prices include all regulatory taxes, especially value-added tax.

## § 6 Payment

1) The Customer has to effect payment via "Paypal" or via another payment system indicated on TEMPONAUT's website

2) Charges becoming due by using the payment system like PayPal have to be paid by each customer residing outside of Germany.

## § 7 Right of Cancellation

You may declare the revocation of your contractual statement in text form (e.g. letter, email). The revocation does not have to contain any grounds. The revocation period commences with the day following the receipt of product(s) from TEMPONAUT. The time-limit shall be deemed to be observed by timely dispatch of the declaration of revocation. Simultaneously with dispatch of the declaration the customer has to confirm by writing that neither the customer himself has used the contents of the product delivered from TEMPONAUT nor he has delivered the contents of the product or the product , respectively to third parties.  
The right of cancellation/ revocation does not apply to products which can not be returned.

The revocation has to be addressed to:  
per Email: [contact@time-lapse-footage.com](mailto:contact@time-lapse-footage.com)  
Or to: Sebastian Skuhra, Am Mitterfeld 23, D-81829 Munich

### Consequences of revocation

In case of an effective cancellation, any goods or payments received by either party are to be returned and any benefits that may have been obtained (e.g. interest) are to be repaid.

If you are partly or wholly unable to return the product(s) to us or only in a deteriorated condition, you must compensate us accordingly. This does not apply to the delivered product(s) if the deterioration in their condition is solely due to your checking them – as you would be able to in a shop. Otherwise, you can avoid the obligation to pay compensation for any deterioration resulting from proper intended use of the products by not using them as if they were your property and by avoiding any activity which could adversely affect their value. Obligations to reimburse payments must be fulfilled within 30 days. For you the period begins when you send your notice of cancellation or the goods, for us it begins on receipt.

## § 8 Warranty and responsibility for Online Offer

1) Within the online offer of TEMPONAUT's website there are products as videos, videoclips or the like, produced by TEMPONAUT itself and so called independent "partners" as well which have produced their own products.

2) The respective partner is solely responsible for its products offered through the website of TEMPONAUT.

Neither TEMPONAUT nor the "partner" using TEMPONAUT's website give a guarantee that the products offered on the website of TEMPONAUT are free from rights of third parties (for example copyright protection or the like). It is recommended to the customer, especially in case of an intended commercial use of the desired product, to verify whether the product delivered from the website of TEMPONAUT is free from rights of third parties. This recommendation is given especially for an intended worldwide use of products.

3) Claims of the customer for warranty require that as far as the customer is a merchant, the customer has to meet the obligations of examination and censure according to § 377 of the German Commercial Code (HGB).

## § 9 Guarantee

1) TEMPONAUT is not liable for an uninterrupted availability of its online offer.

2) TEMPONAUT does not guarantee that the products offered on TEMPONAUT' s website are actually free from rights (for example copyright or the like) of third parties.

3) TEMPONAUT is not liable for products of so called "partners" being offered via TEMPONAUT's website and especially not liable for freedom of rights of said products against third parties. Should third parties claim rights due to the use of products of said partners by customers TEMPONAUT will be obliged to provide the customer with the address details of the partner.

4) TEMPONAUT is further not liable for release details (release of persons and property) concerning products of TEMPONAUT and partners as well; all release details provided on the website of TEMPONAUT are given in all conscience.

## § 10 a Responsibilities of customers

1) TEMPONAUT does not allow the customer to alienate or distribute or license products purchased from TEMPONAUT' s website to third parties; the same applies for products which have been modified, altered or adapted by the customer to his own requirements or wishes.

2) The customer is obliged to use products purchased from TEMPONAUT only for the purpose specified during the purchase process (§3,sect. 2).  
When the customer intends to use products purchased from TEMPONAUT for one or more other projects as specified the customer has to acquire the corresponding product(s) once more.

3) When the customer uses products for producing video productions, TV contribution, movies or the like the contents of which may not include more than 50 (fifty) percent content of one or more products of TEMPONAUT.

4) If the customer commercially uses the products, for example in video productions, TV contributions, movies or the like within the end titles a note has to be introduced, for example "Zeitraffer von TEMPONAUT" or "time-lapse videos of TEMPONAUT".

5) Each product acquired by a customer has to be downloaded by the customer within a term of 5 (five ) days from the purchasing process and the customer has to make a backup copy of each product.

## § 10 b Right of the customer

**Each customer can download a preview video (with watermark) of a product free of charge with a resolution HD (1920x1080 pixels) of each product in which the customer is interested in. The customer agrees that the preview video of a product may be downloaded for preview purposes only and that the preview video may not be divided, processed, sold, licensed or distributed and that it is not allowed to remove a watermark, a copyright or other indication for identification from preview videos of products.**

## § 11 Indemnity

The customer obligates themselves to release TEMPONAUT from all demands and requests that were claimed on grounds of infringement of third party rights. Furthermore the customer ensures that he will compensate all defense costs and other damages of TEMPONAUT.

## § 12 Data protection

TEMPONAUT has the right to save and process all data concerning the customers for executing and handling of the contract with the customers. In this connection the terms of the Federal data protection act (Germany) are to be followed.

TEMPONAUT takes seriously the protection of personal data and strictly observes the regulations of the data protection act. Data related to persons are saved on this website only as far as technically necessary. Personal data are neither sold or transferred for other reasons to third parties.

The following declaration provides you with a review how data protection is guaranteed and which data for which reason are saved.

### Data processing on this website

TEMPONAUT automatically collects and saves information of your sever log files, which are transferred to us from your browser, namely

- type or version of browser
- used system software
- referrer URL (previous visited page)
- host name of the computer(IP address)
- time of the server request

These data can not referred to certain persons by TEMPONAUT. These data are not merged with other data sources and these data are erased after statistical evaluation.

### Security of personal data

Transfer of security - relevant personal data as credit card numbers: These data are secured by encryption (codification) "Secure Socket Layer (SSL).

Please note that personal information which you have published in publicly available areas as guestbook or the like may be abused by other users.

### Cookies

Internet pages are using so called cookies on several places. Cookies are used to make our offers user-friendly, more effective and safer. „Cookies" are data files that are saved on your computer and are stored by your browser. Most of these cookies used by us are so-called "session-cookies" and will be automatically erased after your visit on our website.

### Newsletter

If you wish to receive our newsletter offered on our website we need a valid email-address and information allowing us to check whether you are the owner of the indicated email-address and that you agree with receipt of the newsletter.

Any time you can revoke your consent to save data and your email-address and the use thereof for forwarding our newsletter.

### Right to be informed

Any time you have the right to be informed about data saved in connection with your person, the source of these data and addressee and the purpose of data processing as well.

Information can be obtained from [contact@time-lapse-footage.com](mailto:contact@time-lapse-footage.com).

### Facebook

This website uses plug-ins of the social network "facebook.com" operated by Facebook Inc., 1601 S. California Ave, Palo Alto, CA 94304, USA, .

If you retrieve internet pages of our website being provided with such an plug-in a connection with servers of facebook will be established and the plug-in will be displayed on the internet page via the message to your browser. Herewith the server of facebook receives information about our internet page(s) you have visited. If you have logged in as a member of facebook, facebook will allot this information to your private facebook-user-account.

When using plug-in functions(for example clicking on the "LIKE" button or commenting something) also these information will be allotted to your facebook account what you can avoid by logging out before use of the plug-ins. More information about collecting and using of data of facebook, about your rights and possibilities to protect your privacy you can find at the information for data protection of facebook (<http://www.facebook.com/policy.php>).

If you do not like collection of your data by facebook via our internet presence you have to log out from facebook under the domain [www.facebook.com](http://www.facebook.com) before visiting the website of TEMPONAUT.

## § 13 Copyright protection/ Right to use and sell products

The products offered via TEMPONAUT's website are protected by copy right either in favour of TEMPONAUT or its corresponding partner.

Pictures, text , illustrations, software and the like shown or used on TEMPONAUT's website are protected by Copyright in favour of TEMPONAUT.

TEMPONAUT has the right to use and sell all products including those of "partners"

## § 14 Place of jurisdiction

(1) For all disputes resulting from the contract with TEMPONAUT court of jurisdiction will be Munich.

(2) The contract between TEMPONAUT and the customer is subject to German law.

(3) Place of delivery for products delivered by TEMPONAUT to the customer is the principal office of TEMPONAUT.

## §15 Severability Clause (Partial invalidity)

If single regulations of the general terms and conditions of TEMPONAUT are invalid, all other regulations stay untouched and valid. Invalid regulations are replaced by legal regulations.