



Janusch - the visual collective

Terms and Conditions

With this document, we will provide you with the workflow and determine the conditions on which the contract is based.

First Part

Project Workflow

1. Basic data

For the processing of your orders, we need usable (visualization-suitable) basic data from you for the visualization by the time the project begins.

1.1. The basis for a visualization is a 3D model with the following characteristics:

- Design data in .c4d, .3ds formats or a .3dm file for export for the creation of 3D models in Rhino. Archi-cad files should be exported as .c4d
- a layer structure of files that are sorted according to building components (for example, exterior walls / interior walls / ceilings / support beams / glass / frames / stairs / furniture);
- labeling layers with names less than 16 characters in length;
- geometry adjusted for the non-visible components. The overlapping of two surfaces on the same site (co-planar geometry) as well as not properly welded geometry on the edges (non-welded points) are to be corrected by the client;
- glass must have a thickness of 2 cm;
- for exported models, it must be ensured that a drawing unit corresponds to one centimeter;

1.2. The following data of surroundings and environment constitutes another basis for a visualization:

- Files for architecture and landscape architecture in .dwg and .pdf formats;
- Images for the background to serve as the basis for a perspective that is to be created. Lighting and mood should fit the end result that is wished for with the visualization. Format min. 4000 pixels width
- location and address of the project
- description of landscaping

1.3. Project data for interior visualizations:

- Summary of the space allocation plan and the functions;
- Material descriptions and references;
- Furniture description and references

1.4.

If the basic data does not meet the requirements defined above or the data is not suitable for the visualization for other reasons, it cannot form the basis of our work. If you provide us with data that does not correspond with one of the parameters mentioned above, you are authorizing us to rework the defective basic data for an extra charge to a point in which it can be used for a visualization. We accept the order through an actual processing of the basic data. Alternatively, we can reject the defective basic data and request new basic data.

2. Production of the 3D model

If the order includes the production of a 3D model, we will need the following information/materials:

- Architectural plans in a coherent state (master plan / site map / floor plan / cuts / views / details) in .dwg and .pdf formats;
- information about the functions of the building and it's parts;
- information about the materials;

3. Workflow of Project Processing

The visualization is done 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. Contents of the individual phases

• Phase 1:

Phase 1 serves to coordinate the geometry and the camera position. If we have received an order to produce basic data, such work will be carried out in Phase 1. With the completion of Phase 1, the geometry and the camera settings are bindingly fixed.

• Phase 2:

The aim of Phase 2 is the determination of materials and furniture if necessary, as well as the lighting conditions and light direction. In addition, the preparation of the final rendering takes place. With the completion of Phase 2, the mood of the image and the light direction are bindingly fixed. Changes can be made within the framework of additional agreements.

• Phase 3: Final renderings

As part of the renderings, a basic image calculation is done based on the coordinates laid down in Phases 1 and 2. The rendering is an ITtechnical, working process that develops the raw image blanks for an elaboration of the staffages. This process is not correctable or repeatable within the existing order.

• Phase 4: Finalization of the Visualization

In Phase 4, the mood of the image and the careful coordination of the individual image components are refined. In addition, the images for simulating the living conditions through various staffage (people, animals, etc.) are added.

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.

After completion, the images – subject to deviating agreements – will be made available to you in .jpeg or .tiff file formats with an image resolution of min 4000 pixels width . With the acceptance of the images as contractually compliant, you will subsequently obtain the right to use the images within the context of the following provisions.

Second part: 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 6:00 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. Transfer of the rights of use of the finished images

5.1.

With the agreed-upon creation of the visualization, we acquire the copyrights and intellectual property rights to these, which also remain ours.

With your acceptance of the images as being contractually compliant, we transfer to you a simple right of use, which extends to the final visualizations, but not to drafts or intermediate results. This simple right of use is limited, in terms of time, space and content, to the purpose of the visualization as specified in the order and includes in particular the right to reproduce, distribute, transmit and make public the visualization to the extent that this is done in connection with the purpose of the visualization.

5.2.

Any use going beyond those specified in 5.1 requires an additional written agreement and is charged separately. In particular, the processing and dissemination of visualizations to third parties (e.g. in newspapers) are only possible with our express written consent.

5.3.

We have a right to information concerning your use of the visualization.

6. Copyright notice

The following copyright notice must also be furnished anywhere where you distribute our visualizations and make them open to the public:

Visualization: Janusch - the visual collective. If you make it available to the public on your own website, a corresponding reference in the company information section of your website is sufficient.

7. Violation of the duty to cooperate

7.1.

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.

7.2.

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

8. Termination of the order

8.1.

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.

8.2.

If you exercise your right to terminate, we will calculate our compensation in accordance to Paragraph 7.2. If you exercise your right to terminate three weeks before the start of the project, loss compensation is applicable without substitution.

9. Final provisions

9.1.

Warranty claims and other claims for damages arising out of the contractual relationship elapse after one year.

9.2.

All agreements are subject to the law of the Federal State of Austria. Jurisdiction for all disputes is – so far as permissible – Vienna.

9.3.

These provisions, along with the Project Handbook, are an integral part of the contract. No verbal ancillary agreements were made or exist.