

Footnotes and commentaries to the price list

1. Prices included in the price-list are understood as ex Studio. They do not comprise costs of transport, loading in and out, and packaging of equipment and means production, fees, travelling allowances and costs of delegated employees, doing their work out of the Studio. These costs are defrayed by the orderer.
2. The time of hiring of equipment, means of production and rooms with specified calendar day price is counted from the day of taking (hiring) till the day returning to the Studio depository (releasing) inclusive. Equipment release is confirmed by the Hirer or a person, authorized by him in writing, with receipt on the document the factual release of the equipment from the Studio.
Delegation time period of an employee comprises the number of actually worked out days at film production or other service including also Saturdays, Sundays and holidays.
3. Hire prices do not include equipment insurance outdoors and in transport. The orderer is held responsible for insuring the equipment out of the Studio.
4. For services not included in the price-list, the prices according to planned calculation are applied, comprising the following elements:
 - a) materials according to buying prices
 - b) buying costs margin ... % of p."a"
 - c) cost of wages calculated in accordance with the employee's rate of wages - in case there is no established price for work, plus margin on the score of social insurance, tax, social security benefits – or depreciation (without depreciation in case of services)
 - d) outside processing and other direct costs
 - e) departmental costs margin% of p. "c"
 - f) overhead costs margin % of production costs (p. "a" through "e")
 - g) profit% of prime cost (p. "a" through "f").In case the labour cost according to selling price established in the price-list is taken for calculation, the margins defined in p. "e", "f", "g" are not added to this position ("c").
5. Services not included in the price-list and ordered by the Orderer should be based on preliminary calculation agreed upon between the parties.
6. In case of services connected with construction of scenery, clearing of accounts can be done on the lump basis - provided it has been agreed upon. Value of orders for construction of individual scenery should be established in the lump sum based on estimated labour intensity, using rates resulting from the price-list.

7. It is allowed to use similar rules of calculation and costs settlements for other kinds of services, provided the parties agree that sticking to these rules do not cause significant deviations, as compared with costs settled according to rates defined in the price-list.
8. Rates for hiring of minor equipment or devices - not included in the price-list should be calculated according to prices for hiring of props.
9. Materials directly used while rendering services are invoiced according to buying prices plus:
 - a) obligatory buying cost margin
 - b) obligatory overhead cost margin
 - c) obligatory profit margin
10. For second-hand materials, hired from store-room as props, scenery elements and the like, free of processing, the price is established at the level of 10% of their value.
11. While selling materials to other enterprises, the obligatory margin is used as material procurement cost.
12. While hiring equipment not included in the price-list, the prices are used according to planned calculation including:
 - a) depreciation
 - b) department cost margin
 - c) overhead cost margin
 - d) obligatory profit margin
13. In case procurement prices for materials, raw materials, production and other equipment are changed, the Studio retains a right to change automatically the prices for services.
14. Costs of extraneous services are increased by:
 - overhead cost margin
 - profit
15. In case of delivery of scenery means purchased or ordered to be made out of the Studio, the buying cost and profit margins are added.
16. The Studio employees delegated to film production groups are subordinated to manager of particular production group.
17. Responsibilities and rights of the Studio employees delegated to a film production group and their remuneration are specified in separate contract or agreement of work order concluded between film producer and delegated employee.

18. The Studio is obliged to deliver to the Hirer the equipment and production devices that are technically efficient.
19. Releasing of belonging to the Studio equipment and devices to the Hirer means that the Hirer becomes responsible for their accidental loss or damage. The Hirer is held responsible for insuring them in case of need.
20. In case of failure of equipment or technical and production devices the Studio is responsible for, resulting in damage of shooting material and connected with it necessity to repeat the shots, responsibility of the Studio is limited to rendering free production services connected with shooting of the repeated shots.
21. Outstanding amount for rendered service is cost calculated on the base of current price-list of the Studio.
22. Services are invoiced immediately after their rendering or at the end of calendar month.
23. Payment should be done within **14 days** after invoice receiving.
24. **Prices, specified in the price-list and represented in PLN, are of contract character.**
25. **Note: to every price, a 22% V.A.T. should be added.**
26. **The price-list has been in force since January 1 st , 2010.**

GENERAL RULES OF PLACING ORDERS FOR FILMMAKING SERVICES

**at WYTWÓRNIA FILMÓW DOKUMENTALNYCH I FABULARNYCH [WFDiF]
[Documentaries and Feature Films Production Company]**

1. Orders are accepted based on a letter from the business partner requesting provision of the service, signed by a person/s authorised to represent the entity and named in the entity's documents or by a person empowered by a written authorisation, a power of attorney or a contract made between the WFDiF and the business partner.
2. A business partner placing an order for the first time is required to present a copy of the following documents:
 - a currently binding document providing grounds for the partner's business activities (a certificate of an entry into the Commercial Register, a transcript of the Register of Entrepreneurs at the National Court Register – KRS, or other).
 - the decision granting NIP (Taxpayer's Identity Number)
 - a certificate of the Regon identity number of the business entityIn case of business partners co-operating with the Production Company on steady basis updates of the said documents are required.
3. In case of absence of the documents or if there are any reservations regarding the business partner (e.g. resulting from its failure to regulate payments for the invoices as scheduled, arrears in payments etc.) the order may be processed on the condition that the business partner makes an advance payment of 100% of the order value. If the business partner is indebted to the WFDiF issuance of a new assignment shall be suspended until the business partner regulates all the liabilities.

4. Orders for complex services, postproduction of films at the Filmmaking Laboratory [or] Photographic Techniques Unit and soundtrack synchronisation at the Editing and Soundtrack Production Unit are provided based on a contract and following regulation by the business partner of the agreed advance payment securing the liability towards the Production Company. The above mentioned rules shall also apply to orders placed by business partners for production of serial copies or trailers of the films.
5. Orders for production of negative soundtracks /NT/ at the Filmmaking Laboratory shall be processed after receipt of an advanced payment of 100% of the amount, with the exception of complex services, which are provided based on contracts.
6. Orders from foreign business partners are processed after receipt of an advanced payment of 100% of the amount, with the exception of complex services, which are provided based on contracts.
7. If the order value exceeds the gross amount of PLN 15,000, with the exception of the services specified in points 3, 4, 5 and 6, such orders are processed after the receipt of an advance payment of 30% of the amount.

Valuation of orders is done each time upon their placement by the business partner.

The rules are applicable at all Units of the WFDiF.