

GENERAL TERMS AND CONDITIONS Studio BiB, Ch. of Comm. 27334277

Article 1

Definitions

In these general terms and conditions the following definitions apply:

User: Studio BiB is the User of the general terms and conditions.

Client: The natural or legal person who gives assignments to Studio BiB, or enters into an agreement with Studio BiB.

Agreement: The agreement for the provision of services between the User and the Client.

Third party: A natural or legal person who is not party to an agreement between the User and the Client.

Product: Video and/or photography productions, equipment rental and other products or media productions.

Article 2

General

2.1 These general terms and conditions apply to every offer, quotation, agreement or other legal relationship between the User and the Client, to which the User has declared these general terms and conditions applicable.

2.2 These general terms and conditions also apply to all agreements with the User for the execution of which third parties have to be called in.

2.3 Any stipulations varying from these general terms and conditions are only valid if they have been explicitly agreed between parties in writing.

2.4 The applicability of any of the Client's purchasing or other conditions is specifically excluded.

2.5 If any provision in these general terms and conditions or in the Agreement covered by them should be null and void, or voided, the other provisions of these general terms and conditions or the Agreement will retain their full effect. In that case the User and the Client will consult each other to agree on replacement of any void or voided provisions by valid provisions and, in doing so, take into account as far as possible the purpose and meaning of the void or voided provision.

Article 3

Offers and quotations

3.1 All offers are without any obligation, unless indicated otherwise.

3.2 All quotes and quotations remain valid for 30 days, unless indicated otherwise.

3.3 The fees in the offers and quotations are, unless indicated otherwise, exclusive of BTW (VAT) and other government levies and taxes, unless indicated otherwise.

3.4 The User reserves the right to charge on to the Client in the interim any increases charged to the User by its suppliers, or any increase related to fuel and material prices, currency rates, import duties, change of any levies imposed by the government, municipal charges and/or taxes. If the price increase amounts to more than 10%, the Client has the right for a period of 14 days after having been notified by the User of the price increase to dissolve the Agreement by means of a registered letter.

3.5 Costs to change the quotation, which changes are attributable to the Client, can be charged to the Client.

3.6 A combined quotation does not oblige the User to carry out a part of the assignment for a corresponding proportion of the quoted price.

3.7 Offers or quotations do not relate to any future assignments or agreements.

Article 4

Formation of an assignment

4.1 The assignment is only realized after the User has received the quotation signed in agreement by the Client. If the Client fails to do so, but at the same time agrees that the User starts with the execution of the assignment, the contents of the quotation shall be deemed to be agreed.

4.2 An Agreement is not formed until both parties have reached agreement about the entire contents of the Agreement.

Article 5

Execution of the Agreement, information and means

5.1 The User shall execute the Agreement to the best of its knowledge and ability, in accordance with high standards based on a level of expertise which the Client may expect from the User in all reasonableness on the understanding that the User only takes on a best-efforts obligation and not an obligation of result.

5.2 If and in so far as this is required for a proper execution of the Agreement the User has the right to have certain work carried out by third parties.

5.3 The Client shall be under the obligation to make available and to provide all data, documents and means which are deemed necessary in the opinion of the User to carry out the assignment or of which the Client should reasonably understand that these are required for the execution of the assignment, on time and in the form and manner required by the User.

If the data and means necessary for the execution of the Agreement are not made available on time or properly to the User, the User has the right to suspend the execution of the Agreement and/or to charge on to the Client any costs ensuing from the delay at customary rates.

5.4 The Client guarantees that the data, documents and means provided by or on behalf of it to the User will be accurate, complete and reliable.

The User is not liable for any loss, of whatever nature, because the User made use of incorrect and/or incomplete data, etc. provided by the Client unless this incorrectness or incompleteness should have been known to the User.

5.5 The Client is expected to inform the User forthwith about any changes in the provided data, etc. and/or any other facts and circumstances which may be of importance for the execution of the assignment.

5.6 If it has been agreed that the Agreement is executed in stages, the User can put on hold the execution of those parts which belong to a future stage until the Client has approved the results of the prior stage in writing.

Article 6

Amendment of the Agreement

6.1 If it appears during the execution of the Agreement that for a proper execution of the Agreement it is necessary to change or supplement the work to be carried out, the parties shall in time and in mutual consultation amend the Agreement accordingly.

6.2 If the parties agree to amend or supplement the Agreement, this may affect the time of the assignment's completion. The User shall notify the Client of this fact as soon as possible.

6.3 If the change or supplement of the Agreement has any financial and/or qualitative consequences, the User shall notify the Client of this fact beforehand. The User has the right to charge any additional costs on to the Client.

6.4 If a fixed fee has been agreed, the User shall indicate to what extent the change or supplement of the Agreement exceeds the agreed fees.

Article 7

Term of the Agreement and completion time

7.1 The Agreement between the User and the Client is concluded for an indefinite period of time, unless the nature of the Agreement requires otherwise or parties have expressly agreed otherwise in writing.

7.2 If within the term of an Agreement a time frame has been agreed for the completion of certain work, this shall never be a final deadline. If the completion time is exceeded, the Client has to declare the User therefore to be in default in writing.

7.3 The Agreement cannot – unless it has been established that execution remains impossible – be terminated because the deadline has been exceeded, unless the User does not or not completely carry out the Agreement within a reasonable term notified in writing after the originally agreed term has been exceeded.

Article 8

Termination and dissolution

8.1 Either party has the right to terminate the Agreement subject to a reasonable term of one calendar month depending on the situation by the end of a calendar month, unless the parties have agreed otherwise. Termination shall be in writing.

8.2 If the Agreement for a definite period of time is terminated early by the Client, the User is entitled to compensation for demonstrable loss resulting from lower capacity utilization as a result, unless there are facts and circumstances attributable to the User. The obligation of the Client to pay any invoices for work carried out until that moment remains unimpaired.

8.3 If the Agreement is terminated early by the User, the User shall in consultation with the Client ensure that any assignment not yet executed is transferred to a third party, unless there are facts and circumstances attributable to the Client.

8.4 If the transfer of the assignment results in extra costs for the User, the Client is obligated to reimburse the User subject to the provisions of Articles 9 and 10 of these general terms and conditions.

8.5 Dissolution of an Agreement shall be exclusively in writing.

8.6 In case of dissolution the User shall charge for any expenses made.

8.7 If the Client terminates the Agreement within 21 days but seven days before the (first) (recording) day of the production, 25% of the total amount shall be charged with a minimum of €150.00 plus costs already incurred if any.

8.8 In case of termination within seven days before the (first) (recording) day 50% of the total amount will be charged plus any expenses already incurred.

Article 9

Fees

9.1 When the Agreement is concluded, the parties may agree on a fixed fee.

9.2 If the parties have not agreed on a fixed fee, the fee shall be established on the basis of actually worked hours and other costs. The fee will be calculated in accordance with regular hourly rates of the User, which apply during the period in which the work is carried out, unless a different hourly rate has been agreed.

9.3. The fee and any estimates are exclusive of VAT, unless specified otherwise.

9.4. For assignments with a duration of more than two months the amounts due will be invoiced in instalments.

9.5 If the User agrees with the Client on a fixed fee or fixed hourly rates, the User retains the right to increase this fee or these hourly rates, for instance if the Agreement is changed or supplemented.

9.6 The User has the right to increase the fee when it appears during the execution of the work that the originally agreed and/or the expected quantity of work was underestimated at the time when the agreement was concluded, that this is not attributable to the User, and that in all reasonableness the User cannot be expected to carry out the work at the originally agreed fees. The User shall in that case inform the Client about its intention to increase the fee or rates. The User shall notify the Client of the scope of and the date on which the increase will become effective.

Article 10

Payment

10.1 The User shall send its invoices by means of a digital PDF by e-mail, unless agreed otherwise.

10.2 Payment shall be made within 14 days of the invoice date, without any deductions, discount or set-off by transfer to the bank account provided by the User. Objections against the amount of the invoice do not suspend the payment obligation on the part of the Client.

10.3 The payment term has a strict deadline. After these 14 days the Client is legally in default. In that case, the Client is liable to pay interest equal to the applicable statutory commercial interest rate. The interest on the amount due will be calculated as of the moment of default of the Client until the moment the full amount has been paid, plus seven percentage points.

10.4 [*translator's note: text is missing*]

10.5 All (collection) costs incurred in all reasonableness, either in court or out of court, by the User with regard to the failure to comply, or to comply on time, by the Client with its payment obligations, are to be borne by the Client.

10.6 On the incurred collection costs the Client has to pay interest.

10.7 In case of liquidation, bankruptcy, attachment or suspension of payment of the Client, the claims of the User against the Client will be immediately due and payable.

10.8 The User is entitled to apply the payments made by the Client firstly to settle the costs, then the interest that has fallen due and finally the principal and the current interest.

Without risking default, the User may refuse an offer to pay, if the Client offers a different payment order. The User may refuse full payment of the principal, if not at the same time the interest that has fallen due and the current interest are paid.

Article 11

Retention of title

11.1 All items delivered by the User, including any storyboards, films, (electronic) files, etc. remain the property of the User, until the Client has complied with all its obligations under all agreements concluded with the User, to be determined at the discretion of the User.

11.2 The Client does not have the right to pledge any items subject to the retention of title, nor to encumber or transfer them in any other way.

11.3 If third parties seize the supplied items subject to the retention of title or wish to establish or assert rights to them, the Client is under the obligation to inform the User of that fact forthwith.

11.4 The Client shall undertake to insure the supplied items subject to the retention of title and keep them insured against the risk of fire, explosions and water damage as well as against theft and the policy of this insurance shall be made available for inspection on first request.

11.5 In the event that the User wishes to exercise its title of retention as referred to in this article, the Client shall give its unconditional and irrevocable permission to the User or third parties to be appointed by the User to have access to all those locations where the property of the User is located and to take possession of these items.

Article 12

Intellectual property

12.1 The copyright on provided video productions, visual or audio recordings by or of the User, is exclusively vested in and remains with the User, unless agreed otherwise.

12.2 The Client is not allowed to grant sublicences to affiliated companies or third parties, or to transfer the copyright.

12.3 In accordance with Article 25 of the Copyright Act (*Auteurswet*) the User shall mention the names of the makers of the production in the credits or elsewhere near or in the work.

12.4 The Client is not allowed without prior permission from the User in writing to reproduce, process, sell, publish or make known to third parties any designs, visual and audio productions whether in an altered form or not provided by the User to the Client, unless this arises from the nature of the provided products.

12.5 The User shall, where possible, provide a suitable license with the product.

12.6 The Client shall ensure that for the use of work of third parties in the productions and other works of the User a proper licence is obtained.

12.7 The User reserves the right to use any knowledge gained during the execution of the work for other purposes, in so far as this does not bring any confidential information to the knowledge of third parties.

Article 13

Complaints

13.1 The User shall be notified by the Client of complaints with regard to the executed work in writing within eight days after their discovery but at the latest within 14 days after completion of the work in question. The notice of default shall contain a description of the shortcoming in as much detail as possible, so that the User is able to come up with an adequate response.

13.2 If a complaint is lodged with good reason, the User shall make repairs unless by this time it has become demonstrably pointless for the Client. The latter shall be made known by the Client in writing.

13.3 If it is not reasonably possible to continue with the assignment, the User can return part of the fees already paid without continuing with the work and the User can only be held liable in this case within the limits as referred to in Article 14.

Article 14

Liability

14.1 The User is not liable for any loss, of whichever nature, arising because the User used incorrect and/or incomplete data provided by the Client.

14.2 The User is not liable for shortcomings in the work of third parties hired by the Client, irrespective of whether this was at the recommendation of the User or not.

14.3 The User is only liable for direct loss, unless it is a case of wilfulness or gross negligence. Direct loss is understood to mean exclusively any reasonable costs to establish the cause and scope of the loss, in so far as the loss relates to the loss as referred to in these general terms and conditions, any reasonable costs incurred to let the faulty performance of the User comply with the Agreement, in so far as these are attributable to the User and reasonable costs incurred in order to prevent or limit any loss, in so far as the Client demonstrates that these costs have resulted in a limitation of direct loss as referred to in these general terms and conditions.

14.4 The User is never liable for indirect loss, including consequential losses, lost profit, missed savings and loss due to business stagnation.

14.5 With regard to the processing of analogous and digital videotapes/memory cards as well as DVDs and any chemical film, the User cannot be held liable for damage to these image carriers.

14.6 The User is not liable for loss caused by the fact that the Client has not complied with its duty of disclosure as referred to in Article 5.5 or because the information provided by the Client does not comply with its obligations under Articles 5.3 and 5.4 of these general terms and conditions, unless this loss is partly caused by wilfulness or equivalent gross negligence on the part of the User.

14.7 Furthermore, the User is never liable for any loss due to delay because of technical reasons such as bad audio facilities or light conditions on location, power failure, damaged equipment, damage due to loss of data, exceeding of terms of delivery as a result of changed (weather) conditions.

14.8 The User has the right at all times, if and in so far as possible, to remedy the loss of the Client.

14.9 The Client indemnifies the User against and compensates the User for all third-party claims which are related to the execution of the Agreement, either directly or indirectly, and all related financial consequences.

14.10 The liability of the User is limited to at most the amount of the fee agreed for the assignment, or the amount for which the User is insured.

Article 15

Indemnification/risk transfer

15.1 The Client fully indemnifies the User (for all costs and loss) against all third-party claims as a result of alleged violation of their intellectual property rights.

15.2 The Client fully indemnifies the User against all third-party claims for violation of copyright as a result of editing and/or duplication by the User for the Client of recordings supplied by the Client.

15.3 The Client indemnifies the User for third party claims arising from the use of the production, expressly including third-party claims in cases in which the Client independently had a certain input in the production, for instance by prescribing certain actions, objects, texts, etc., the damaging or violating nature of which cannot in all reasonableness be judged by the User.

15.4 If the Client provides the User with information carriers, electronic files or software, etc. it shall guarantee that these information carriers, electronic files or software are free of any viruses and defects.

15.5 If as a result of the previous paragraph any costs are incurred or loss occurs on the part of the User, these shall be borne by the Client.

15.6 The risk of loss of or damage to items as referred to in this Agreement are transferred to the Client at the moment of the actual transfer of ownership when they are controlled by the Client or third parties to be appointed by the Client.

Article 16

Force majeure

16.1 The parties do not have to comply with any obligation if they are affected as a result of a situation not attributable to negligence or carelessness, and for which they are not accountable by law, by this legal act or according to generally accepted standards.

16.2 In the sense of these general terms and conditions, and apart from what law and jurisprudence regard as such, force majeure is considered to include any and all external causes, whether they could have been foreseen or not, which cannot be influenced by the User, but as a result of which the User cannot fulfil his obligations.

16.3 The User also has the right to invoke force majeure if the situation that causes failure to (continue to) comply occurs after the User should have complied with its obligations.

16.4 The parties can suspend their obligations under the Agreement during the period of force majeure. If this period exceeds two months either party has the right to dissolve the Agreement, without the obligation to pay compensation to the other party.

16.5 In so far as the User at the time the force majeure arises has already partly complied with its obligations under the Agreement or will be able to comply and the part which is complied with or will be complied with has independent value, the User has the right to send a separate invoice for the

part complied with or to be complied with. The Client is under the obligation to pay this invoice as if it were a separate agreement.

Article 17

Disputes and applicable law

17.1 The parties will only go to Court after they have done their utmost to settle a dispute in mutual consultation.

17.2 The judge of the District Court where the User has its place of business has exclusive jurisdiction to hear any disputes, unless mandatory statutory provisions prescribe otherwise.

17.3 All legal relationships between the User and the Client to which these general terms and conditions apply, are governed by the law of the Netherlands.