

General Terms of Delivery

HOTELREBEL PRODUCTIONS B.V.

Introduction:

All our work is carried out under these Terms and Conditions. The Client is expected to take note of the provisions set out in the following Articles.

If the Client does not notify in writing that they do not agree to our Terms and Conditions, the Client is deemed to agree with them.

Article 1. Definitions

1. The Client is understood to be the person who has given the order for the work.
2. The Supplier is understood to be HOTELREBEL PRODUCTIONS B.V. in Rotterdam, including their affiliated companies.
3. The Order is understood to be the request from the Client to the Supplier to undertake work for payment.
4. The Work is understood to be everything that the Contractor makes and/or undertakes or arranges to be made and/or undertaken for the client within the framework of the Orders given by the Client regarding their communication interests.
5. The Quotation is understood to be the work specified to a greater or lesser extent and the budget of the costs associated with that work.
6. The Agreement is understood to be any arrangement between the Client and the Supplier for the Supplier to undertake work for the Client in accordance with the provisions of the Quotation and/or order confirmation.

Article 2. Deviating conditions

1. These conditions apply to all quotations, agreements, and deliveries of the Supplier, unless they have been declared as not applicable expressly in writing or have been declared to be applicable only in so far as they are not contrary to the agreed arrangements between the Client and the Supplier.
2. If the applicable uniform terms of procurement applied by the Client conflict with the present terms and conditions, the latter will prevail.
3. Terms and conditions applied by the Client or declared to be applicable by the Client, which are contradictory to these terms and conditions, cannot be recognised unless the Supplier has approved this in writing.
4. These Terms and Conditions also apply to any additional or subsequent orders.
5. These Terms and Conditions will also apply to the Client vis-à-vis any third parties that are called in for the execution of orders.
6. If for any reason it is not possible to appeal to a provision of these Terms and Conditions, the parties shall agree that the provision in question shall be accorded a meaning corresponding as closely as possible to that on which an appeal can be made.
7. If there is a conflict regarding the provisions between these Terms and Conditions and the order confirmation, then the provisions in the order confirmation will apply.

Article 3. Quotations

1. All Quotations are non-binding unless otherwise stated in the Quotation. An agreement has been reached as soon as the Supplier starts to perform the work, actions and/or activities listed in the Quotation.
2. The Supplier cannot adhere to the Quotation or offer if the Client can reasonably understand that the Quotation or offer, or part of it, contains an error or mistake in writing.
3. Upon request, the Supplier will submit a Quotation to the Client for approval before the start of the work. If during the execution of the Order the work differs from the quotation unexpectedly, the Supplier will inform the Client about this at the earliest possible stage.
4. The Client accepts quotation overruns by up to 10% as a budget risk and need not be reported as such.
5. If the acceptance (whether or not on any minor provision) differs from the offer as mentioned in the Quotation or the offer, the Supplier is not bound by it. The Agreement will not be concluded in accordance with this deviating acceptance unless the Supplier indicates otherwise.

Article 4. Prices, deliveries, and payments

1. All prices are exclusive of VAT, author's corrections and of any mileage allowances, shipping, transport, and postal charges, unless expressly stated otherwise.
2. The Supplier is entitled to pass on price changes to the Client that have occurred after the quotation was made.
3. All deliveries shall be deemed to have been made at the place where the Supplier has its registered office, unless otherwise agreed in writing.
4. All payments should be made to the bank account designated by the Supplier.

Article 5. Orders and amendments

1. An Order is accepted by the Supplier by either confirming the acceptance of the Order in writing or by starting the execution of the work.
2. The Client is bound by the Order from the moment of submitting the Order.
3. The Supplier is bound by the Order from the moment of accepting the Order.
4. Changes to the Order after the Order has been given should be communicated in writing by the Client to the Supplier. If the changes are given orally, this is entirely at the risk of the Client.
5. The changes to the Order are in effect once and from the moment the Client accepts these changes.
6. The possible additional or reduced costs due to changes to the Order are in principle charged to or in favour of the Client.
7. Changes to the Order may result in the Supplier not delivering within the agreed delivery time for reasons beyond their control.
8. If during the duration of the Agreement, Work has been carried out for the Supplier or its company which is not covered by the Work to which the agreement relates, this Work is deemed to have been carried out on the basis of separate agreements.

Article 6. Relationship Management

1. The Supplier will endeavour to confirm the contacts with the Client as much as possible by email, where necessary.
2. In the case of a telephone conversation, the content of the conversation is only confirmed by email if the content of the conversation gives rise to this in the judgment of the Supplier.
3. If the Client has not responded to the written letter within two working days after receipt of the email, the contents of the letter are considered to be correct and complete, and the Client and Supplier are bound to the contents of the letter.
4. If the Supplier needs to take action within two days after the moment of contact, the Supplier will be asked to confirm this by ~~fax~~ email.
5. The Supplier will send the written contents of the conversation to a person who is designated for this by the Client.

Article 7. Engagement of third parties

If the Supplier considers it reasonably necessary for the proper fulfillment of an Order or as a result of the nature of an Order, the Supplier is entitled to instruct third parties to deliver or otherwise make available goods and/or services in the name of and at the expense of the Client.

Article 8. Payment term

1. Without prejudice to the provisions of the following paragraphs, Payment should be made within the time limit set out on the invoice and in the absence of such a time limit within 14 days after the invoice date. The Client is not entitled to apply any deduction, discount, suspension, or adjustment.
2. The Supplier is responsible for timely billing. Partial invoicing is possible at all times, unless this is expressly excluded in writing. However, the exclusion of the right of partial invoicing cannot apply to the costs referred to in the following paragraphs.
3. Depending on the size of the Order, the following conditions apply:
 - The Client should pay 50% of the budget to the Supplier 7 working days before the shoot, 40% at the first delivery of raw output, and 10% on delivery of the final product;
 - The Client should pay 75% of the budget to the Supplier 7 working days before the shoot, and 25% on final settlement of the Order.
4. The Client must have paid the Supplier for postage charges and other distribution costs before shipment/distribution.
5. Regardless of the agreed payment condition(s), the Supplier is entitled to request a bank guarantee from the client as security for the payment.
6. If the Client does not fulfil their payment obligations towards the Supplier within the agreed term, the Client - without prior notice of default or warning being required - owes interest on the invoice amount from the day on which the invoice should have been paid. This interest rate is 2% per month.
7. All the costs incurred in relation to the recovery of these owed and not timely paid amounts, including legal and extrajudicial costs, are for the account of the Client. As proof of the chargeability of these costs, submission of the relevant invoices is sufficient; these costs are fixed at a minimum of 10% of the applicable invoice amount and will be at least €150 per claim.

Article 9. Suspension, discontinuation, and termination

1. The Supplier is entitled to suspend or discontinue the further execution of the Order if the Client does not comply with the payment conditions and/or fails to provide the requested bank guarantee.
The Supplier is also entitled to terminate the existing Agreement between the Supplier and the Client without judicial intervention and insofar as the Work has not yet been carried out if the Client does not timely or properly fulfil the obligations that derive from any agreement concluded with the Supplier, as well as in the event of bankruptcy or suspension of payment of the Client or termination or liquidation of their company, if the client was requested at the creation of the agreement to provide security for the fulfillment of its obligations under the agreement and this security is not provided or is insufficient.
The Supplier is also entitled to terminate the agreement if circumstances arise which are of such a nature that fulfillment will not be possible or cannot be asked for under criteria of reasonableness and fairness or if other circumstances occur which are of such a nature that unaltered upholding of the agreement cannot be reasonably expected of the Supplier.
2. The consequences of suspension, discontinuation, and/or termination are entirely at the risk of the Client.
3. Suspension, discontinuation and/or termination are without prejudice to the payment obligation for the work that has already been done. The Supplier is also entitled to claim compensation for damages due to malpractice of the Client and the termination of the agreement, including the Supplier's loss of earnings.

Article 10. Delivery times

The given delivery times are only an indication and are not strict deadlines. By exceeding such a time limit, the Supplier is not directly in default. Unless otherwise expressly agreed in writing, the Supplier does not accept any guarantee regarding the agreed delivery times and does not give the Client the right to compensation, termination of the agreement, or non-compliance of any obligation towards the Supplier.

Article 11. Duty of care

1. The Supplier will exercise the greatest possible care to take into account the interests of the client while carrying out the work for the Client.
2. Assuming that clear agreements have been made with regard to the intended use, the Supplier will in particular take care of the appropriate audio and/or visual design of the communication tools and other materials and the satisfaction thereof regarding the applicable legal requirements, rules of conduct, normative values and guidelines, insofar as these can reasonably be known to them.
3. The Supplier is also responsible for the confidentiality of all the data and information made available by the Client in the context of the Order.

Article 12. Claims, complaints, and evidence

1. Regarding visible defects, the Client must file their complaint in writing immediately after the Supplier has delivered or submitted the work or within 5 days after the publication of the advertising medium.
2. Regarding invisible defects, the Client must file their complaint in writing within 5 days after the Client reasonably could have discovered these.
3. Claims regarding invoices must be submitted to the Supplier in writing within 5 working days after the day the invoices are sent. The payment term will not be suspended as a result of such claim.
4. After expiration of the above deadlines, complaints are no longer taken into consideration and the Client will have forfeited their rights in this matter, unless the deadline reasonably requires an extension.
5. In the absence of counter evidence, the data from the records of the Supplier are decisive.
6. A complaint does not suspend the Client's payment obligation.

Article 13. Liability and indemnification against third-party claims.

1. The liability for work for the benefit of the Client that the Supplier has given to a third party is limited to the extent that the third party effectively indemnifies the Supplier. If applicable, the Supplier will do everything possible and provide all the necessary cooperation to the Client to obtain the highest possible compensation from the third party.
2. The Client indemnifies the Supplier against all claims regarding the correctness and factual accuracy of the communication tools and other materials produced at the Client's instructions that are submitted to the Supplier. This is of course without prejudice to the Supplier's duty of care under Article 11 of these conditions.

Article 14. Exoneration

1. If an objection about the delivered goods and/or services is found to be justified and the Supplier's liability is established in this respect, they will have the choice or to pay a fee of not more than the invoice value of the delivered goods or services or to replace the delivered goods or services free of charge after the original delivered goods have been received back. The Supplier is never obliged to pay any further compensation.
2. The Supplier's liability for any damage which is either directly or indirectly the result of deficiencies in the goods or services supplied by the Supplier is in any event limited to the amount of their remuneration minus the out-of-pocket costs for the delivered goods. The Client waives their right to terminate what has been agreed on grounds of breach of contract.
3. The Supplier's liability does not go beyond these Terms and Conditions, regardless of whether claims are made under an Agreement or otherwise, in particular tort.
4. The Supplier is not liable for damage, loss or destruction of objects, materials, or data which have been made available to the Supplier for, or on behalf of, the Client. The journey of goods and/or products that need to be transported is at the risk of the Client. The Client can take out production insurance with the Supplier so that the journey is covered. This insurance will be offered by the Supplier at the creation of the Order.
5. The Supplier has at all times the right, if and to the extent possible, to make good or limit the Client's damage by restoring or improving the defective product. The Client is obliged to take measures to restrict any damage.

Article 15. Force majeure

1. In the event that the Supplier cannot carry out the agreed work in whole or in part due to force majeure, the Supplier is entitled to suspend the execution or consider the agreement as dissolved in whole or in part, such at their discretion and without judicial intervention, without being held liable for any compensation or guarantee.
2. Force majeure to be defined as: illness of employees, strike, lockout, fire, machine failure and other operating disturbances (within the computer network), either at the Supplier's address or at their suppliers of goods and services, transport disruptions and other events beyond their control, such as war, blockade, riots, epidemics, devaluation, floods and storms, as well as sudden increases of import duties and excise duties and/or taxes, delays or failure on the part of suppliers, failure to obtain necessary permits and other government measures.

Article 16. Intellectual property

1. By requesting publication or reproduction of objects protected by the Copyright Act or any other legal regulation in the field of intellectual property, which have been made available by or on behalf of the client itself, the Client declares that no legal requirements and protected rights of third parties have been infringed, and indemnifies the Supplier against claims in respect of third parties or against the direct and indirect consequences, both financial and otherwise, resulting from publication or reproduction.
2. Intellectual property rights and materials resulting from the work will be transferred to the Client at the moment that the relevant relationship between the Client and the Supplier terminates, provided that they belong to the Supplier and are susceptible to transfer, after all that the Client owes the Supplier, including the commutation of any development costs and intellectual property rights, has been paid. If the rights of intellectual property of third parties are at stake and at the request of the Client, the Supplier will consult with these third parties before engaging with them on whether full transfer is desirable or possible, given the costs involved.
3. The Supplier will indemnify the Client against claims from third parties, if and insofar as the Client infringes any industrial or intellectual property right through the use of the delivered goods, unless it concerns an order as referred to in the first paragraph and is otherwise in accordance with the exoneration provisions of Article 14 of these Terms and Conditions. In the event of a claim from a third party, the Client is obliged to inform the Supplier about this in writing within 48 hours and, if requested, to provide all information and assistance that is necessary for conducting the defence and/or settlement negotiations.

4. For the term of the relationship, the Client is not entitled to make any further or other use of the commissioned goods than the use previously expressly agreed. If nothing has been agreed on this, then the first use applies as agreed.
5. The Client is not entitled to modify the commissioned order without express written consent of the Supplier during the duration of the relationship.
6. The Supplier is entitled to sign the commissioned product.

Article 17. Nature and duration of the Agreement

1. The Supplier represents the communication and production interests of the Client within the limits of the given order. The Client is not entitled to also order the work by a third party without consultation with or consent of the Supplier. Nor is the Supplier entitled to provide similar services to other clients, insofar as they compete with the client in question without consultation with or consent of the Client.

Article 18. Termination of the relationship

1. All designs, reproduction materials, texts, descriptions, artistic presentations, films, images, and other publicity materials that are in the possession of the Supplier at the end of the relationship as a result of the collaboration will be transferred to the Client at their first request after all that the Client owes them, on whatever grounds, will be fulfilled. If any costs are incurred for this, the Supplier will notify the Client in advance.
2. In all cases in which the relationship between the Supplier and the Client ends, pursuant to any provision of these Terms and Conditions or through the intervention of a court and insofar as this is necessary for the settlement of the relationship, these Terms and Conditions continue to govern the legal relationship between the parties.

Article 19. Transfer and obligations

1. Neither Party is entitled to transfer the rights and obligations in whole or in part to third parties arising from agreements concluded under conditions, subject to the prior written consent of the other Party.
2. In the event that the (relevant activity/activities of the) company of the Client merges with, or continues in any form in, another company a joint and several liability arises with regard to the fulfilment of the Client's obligations under paragraph 1 for the original and subsequent company.

Article 20. Competent court

All agreements to which these Terms and Conditions apply, as well as the agreements which are a consequence of this, are governed exclusively by Dutch law. Any disputes arising from agreements concluded under these terms and conditions and from agreements resulting therefrom, unless the subdistrict court is competent for such a dispute, can only be brought before the competent court in the district in which the Supplier is established, including obtaining provisional relief.

Rotterdam, July 2022

If and in so far as not stated otherwise in quotations, order confirmations or agreements, the Terms and Conditions apply to all our offers and deliveries. These Terms and Conditions have been registered with the Chamber of Commerce in Rotterdam.