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## GENERAL

A. These general conditions are applicable to all offers and contracts between us NEDCIPRO B.V. and our customers, unless the parties have expressly departed in writing from one or more provisions of these conditions.

B. Where reference is made in these conditions to the customer, this also means his representatives, agents, heirs and other successors-in-title.

## 2. OFFERS

- A. All our offers are without obligation, unless expressly provided otherwise in writing. Orders and/or instructions shall be binding on us only after we have confirmed them in writing.
- B. Orders placed orally or by telephone shall be accepted subject to the reservation that errors or mistakes which could have been prevented by a clear written order shall be at the expense and risk of the customer.
- C. Before performing or continuing to perform a contract, we shall be entitled upon and/or after the conclusion of the contract to demand that the customer provide security for the performance of his payment and other obligations.
- D. We shall at all times be entitled to call in third parties for the proper performance of the order placed with us. The costs thereof shall be passed on to the customer, in accordance with the list of prices that will be sent in advance to the customer.

## 3. DELIVERY

- A. Unless otherwise agreed, the delivery shall be ex works. Film, tape, video tapes and other materials shall be forwarded and carried at the expense and risk of the customer. The costs of transport, packaging, transport insurance and any storage or safekeeping shall be borne by the customer.
- B. The delivery dates quoted are estimates. We undertake to observe as far as possible the delivery date quoted by us, but we are not liable for any delay in delivery beyond the quoted date. Any such delay shall not oblige us to pay any compensation and does not give the customer the right to cancel or rescind the contract.
- C. If, in the event of sale and delivery of goods, possession thereof has not been taken by the customer upon the expiry of the delivery period, they shall be stored at his expense and risk and kept available for him.

## 4. PRICES

- A. All our price quotations are without obligation and are exclusive of Dutch value-added tax (BTW), unless expressly agreed otherwise in writing. All prices are inclusive production shortfall, in accordance with the standard applicable in the trade.
- B. Quoted prices are based on the price determinants at the time of the offer. If one or more of the cost determinants changes after the date of the offer, we shall be entitled to alter the price accordingly, taking account of any statutory provisions on this subject, even if the change in the price determinant occurred due to foreseeable circumstances.
- C. The regular working hours are:
  - o Monday to Friday from 8.30 a.m. to 5.30 a.m.

All activities performed outside these times shall be deemed to be overtime and shall be charged as such, in accordance with our price list.

## 5. PAYMENT

- A. Payment shall be made net, without any deduction or set-off, by means of deposit in or transfer to a bank or giro account designated by us within 30 days after the date of the invoice, unless otherwise agreed in writing. The value date specified by the bank shall be decisive and is therefore taken as the day of payment.
- B. If payment has not been made within the period specified in the previous paragraph, the customer shall be deemed by law to be in default and interest of 1.5% per month (or part of a month) shall be owed on the outstanding amount of the invoice from the date of the invoice. All judicial and extra-judicial costs to be incurred shall be borne by the customer. The extra-judicial collection costs shall be at least 15% of the amount owed by the customer, including the above-mentioned interest.

## 6. LIABILITY

- A. We shall not be liable for any damage (including indirect damage, consequential damage and loss of profits) to image and/or sound carriers, image and/or sound material or any other material made available to us by the customer or third parties - whether or not in consideration of payment and regardless of the reason - except in cases where there has been intent or deliberate recklessness.
- B. Without prejudice to the provisions of 6A, any liability shall in any event be limited in all cases to the net amount of the invoice for the order to which the alleged liability relates.
- C. Without prejudice to the provisions of 6A and 6B, we shall not in any circumstances be liable for:
  - o damage that consists of the loss of investments by the customer or third parties in or for the benefit of the material handed to us for processing or safe custody or for the creation of such material;
  - o damage arising from the erroneous deletion of sound and/or image from the material handed to us for processing or safe custody;
  - o damage caused by incorrect or incomplete instructions relating to image and/or sound material handed to us in the form of negatives, working copies, edit decision lists (EDL) or otherwise, including damage caused as a result of EDLS supplied by or behalf of the customer that are not in accordance with the guidelines drawn up by us; for this purpose damage includes asynchrony;
  - o damage caused as a result of evaluating test recordings at the request of the customer.

The customer is obliged to indemnify and hold us harmless in respect of all claims for damages that may be made by third parties on account of infringement of copyright or other intellectual property rights to image and/or sound material made available to us by the customer.

- D. Without prejudice to the provisions of 6D, the liability in relation to the persons entitled to copyright and other such rights in the case of orders to process an existing audio-visual production shall at all times be borne by the customer. If the contract involves processing of an audio-visual production which must be regarded as a protected work (i.e. subject to copyright) of a Dutch producer, his express permission in writing shall be required.
- E. The risk of the material referred to at 6A shall be borne exclusively by the customer or third parties, as the case may be, and is not covered by our insurance. Owing to the risk which the customer may bear if, for example, original basic material is used or if there are expensive recordings, we would draw attention to the possibility of insuring certain materials or concluding a negative insurance for an entire audio-visual production.

## 8. COMPLAINTS

- A. The customer shall check the delivered goods/services immediately after delivery for any defects. Complaints about the delivered goods and/or services should be submitted to us in writing within eight days of receipt of the goods and/or services, together with a detailed statement of the nature and basis of the complaints. After the expiry of this period, the customer shall be deemed to have approved what has been delivered and every complaint against us in respect of defects shall lapse.
- B. The customer may not invoke a defect in the performance which has not been discovered during the inspection after delivery if he has not submitted a reasoned complaint within eight days of the date on which he has discovered - or should reasonably have discovered - the defect.
- C. If a complaint is honoured by us, we shall have the right but not the duty to make delivery anew, subject to continuance of the existing agreement, after what has been wrongly delivered has been returned to us.

## 9. RESERVATION OF TITLE

- A. All goods to be delivered by us shall not become the property of the customer until after full payment of everything which we are entitled to claim from the customer on account of goods delivered and/or yet to be delivered by us to the customer, and on account of failures by the customer in performing contracts for delivery or for the performance of work.
- B. The customer shall not be entitled to establish a non-possessory pledge on or to encumber in any other way goods delivered by us ownership of which has not (or not yet) passed. These goods may be resold or used by the customer in the normal course of his business, on condition that the customer establishes on our behalf a pledge on the claims that result from this resale.

## 10. FORCE MAJEURE

- A. In the event of force majeure, the execution of a contract is suspended for the duration thereof, without the customer being entitled to claim compensation and/or being entitled to rescind the contract. In the event of lasting force majeure, we shall have the right to rescind all or part of the contract without recourse to the courts and without being obliged to pay any compensation for this.
- B. For this purpose force majeure means every circumstance as a result of which performance of the contract can no longer reasonably be required by the customer, including in any event war, danger of war, civil war, riot, flooding, strike, lock-out, transport difficulties, fire, government measures (including import and export bans and quotas) and factory breakdowns at our premises or those of our supplier(s).

## 11. RESCISSION

- A. If the customer fails to perform one or more of his contractual obligations to us or performs them incompletely or late, we shall be entitled to suspend our performance or to rescind the contract, without being obliged to pay any compensation.
- B. Without prejudice to our other rights, we may immediately rescind the contract with the customer without further notice of default and without recourse to the courts, without being obliged to pay any compensation, and all claims which we have against the customer shall become due forthwith, if:
  - o the customer leaves his due debts unpaid;
  - o application is made for the bankruptcy of the customer or for a suspension of payments;
  - o all or part his assets are seized;
  - o the customer dies or is made the subject of a guardianship order;
  - o the customer discontinues or transfers his business or alters the object of his business.

## 12. DUTCH LAW; DISPUTES

- A. All our offers and all contracts concluded by us shall be governed by Dutch law.
- B. Disputes between us and the customer which result from our offers or from contracts concluded with us shall be referred exclusively to the competent court in Den-Haag