

# Terms and Conditions

## Article 1 Definitions

In these terms and conditions the following terms are used:

BlikvanBoven B.V. .: BlikvanBoven B.V., acting under FilmDesigners located at address Pulsi Balonishof 7, 2909 PL Capelle aan den IJssel, The Netherlands

Client: The other party

Assignment: The mutual agreement between the client and BlikvanBoven B.V. about the work to be undertaken by BlikvanBoven B.V., how this must be performed and the conditions under which this must be done.

## Article 2 General

1. The general terms and conditions apply to all offers, quotations, work, assignments and agreements between BlikvanBoven B.V. and client(s), for which BlikvanBoven B.V. has declared these conditions applicable, insofar as these conditions have not been changed in writing.

2. These conditions also apply to contracts with

Tel: +31107988085 | info@blikvanboven.nl | Pulsi Balonishof 7 | 2909 PL | Capelle aan den IJssel | Nederland BlikvanBoven B.V., in which third parties are involved.

3. If one or more of the provisions in these general terms and conditions expire, the other provisions of these general terms and conditions will continue to apply. In that case, the parties will consult with each other to agree on replacement provisions, taking as far as possible the purpose and intent of the original provision.

## Article 3 Offers

1. Offers from BlikvanBoven B.V. are based on the information provided by the client. The client guarantees that they have provided all information essential for the design, execution and completion of the assignment to the best of their

knowledge.

2. BlikvanBoven B.V. is only bound to the quotations if their acceptance is confirmed in writing by both parties within thirty (30) days, unless stated otherwise.

3. The prices in the quotations are in euros unless otherwise indicated and excluding VAT. Other government levies and other costs incurred for the assignment, such as shipping and handling costs, are included.

4. If the acceptance changes (on secondary points) from the offer included in the quotation, the assignment will not be affected in accordance with this changed acceptance, unless BlikvanBoven B.V. indicates otherwise in writing.

5. A composite quotation obliges BlikvanBoven B.V. not to perform a part of the assignment against a corresponding part of the stated price.

6. Offers and agreed changes to the conditions do not automatically apply to future assignments.

#### **Article 4 Provision of Information and cooperation**

1. The client provides BlikvanBoven B.V. in a timely manner (at least 5 working days prior to execution) all documents, information and contacts that are necessary for the proper execution of the assignment. If the client has not complied with this, BlikvanBoven B.V. retains the right to suspend the execution of the project or to dissolve the contract.

#### **Article 5 Performance of the contract and third parties**

1. For accepted assignments, BlikvanBoven B.V. has an obligation to undertake the assignment.

2. BlikvanBoven B.V. performs the work within the framework of the assignment, to the best of its knowledge, expertise and ability.

3. BlikvanBoven B.V. has the right to carry out everything

according to its own technical and creative insight that which has not been explicitly described in the assignment agreement.

4. Insofar as proper execution of the assignment is required, BlikvanBoven B.V. retains the right to allow (part of) the work to be carried out by third parties and will do its utmost to achieve the agreed obligations and quality.

5. BlikvanBoven B.V. accepts no liability for the work performed by third parties, insofar as they have entered into an agreement with the client themselves.

6. BlikvanBoven B.V. is not liable for damage that has arisen due to incorrect and / or incomplete information provided by the client, unless the incorrectness or incompleteness of the data is known to them.

7. If BlikvanBoven B.V. or third parties who are brought in by BlikvanBoven B.V. perform assigned activities at the location of the client or a location designated by the client, the client will provide free of charge the reasonable facilities desired by those employees.

8. If, due to weather conditions, the execution of the work carried out by BlikvanBoven B.V. cannot be carried out, any consequential costs will be charged to the client. If the project is in such a location that it cannot be demobilized, then BlikvanBoven B.V. will charge the client a stand-by rate to be agreed for the period of bad weather conditions and / or the cessation of the inspection.

9. BlikvanBoven B.V. reserves the right to use other equipment, as described in the offer, with an equivalent or better specification.

10. The employees of BlikvanBoven B.V. work according to the guidelines of the ARBO legislation (according to the Dutch ARBO law), in order to ensure the safety of the employee during the work. In places where, in the opinion of the

employees of BlikvanBoven B.V. work cannot be carried out safely, no inspection will be undertaken.

11. BlikvanBoven B.V. does not guarantee that the location can be filmed or photographed, without hindrance, due to possible obstacles when filming or photographing objects or terrain from the air (due to: permits, not freely accessible surfaces, objects, plantings, trees, structures, extreme weather conditions, limited visibility, other air traffic, etc.)

12. BlikvanBoven B.V. gives no guarantees about the satellite reception for the positioning of the cameras.

13. The interpretation of measurements by machines and / or manual techniques is made by BlikvanBoven B.V. to the best of our knowledge and ability.

14. BlikvanBoven B.V. does not guarantee the correctness of the interpretation of measurement results.

#### **Article 6 Modification of the contract, multi-work**

1. When the client makes interim changes to the execution of the assignment, BlikvanBoven B.V. applies the necessary adjustments on behalf of the client. If this leads to additional work, they will charge this as an additional assignment to the client.

#### **Article 7 contract time; execution term**

1. The parties enter the contract for an indefinite period of time, unless otherwise agreed in writing.

2. If no delivery time has been agreed, BlikvanBoven B.V. will establish a reasonable delivery time.

#### **Article 8 payment terms**

1. Payment must take place within fourteen (14) days after the invoice date, unless otherwise agreed in writing.

2. The client will check the invoice of BlikvanBoven B.V. for inaccuracies. If the client does not reject the invoice in

writing within three (3) working days after the invoice date, stating relevant reasons why the invoice has been returned to BlikvanBoven B.V., the relevant invoice will have to be considered binding between the parties and any right of the client to claim will lapse.

3. After the expiry date, the client is legally in default and BlikvanBoven B.V. retains the right to charge statutory interest. The costs of a reminder and summons are € 100.00 each time and are at the expense of the client. The costs of extrajudicial collection will be recovered from the client.

4. In the event of non-fulfillment of the obligations by the client, all costs incurred in order to claim for the client, are both judicial and extrajudicial.

#### **Article 9 (intellectual) property and copyrights**

1. All goods delivered by BlikvanBoven B.V., such as photographs, designs, sketches, drawings, films, software and (electronic) files, remain the property of BlikvanBoven B.V. unless otherwise agreed in writing. If otherwise agreed in writing, this remains the property of BlikvanBoven B.V. until the client has fulfilled all their obligations.

2. The copyright on photos and / or videos remains with BlikvanBoven B.V..

3. BlikvanBoven B.V. reserves the rights and powers that belong to them under the Copyright Act and other intellectual laws and regulations.

#### **Article 10 complaints**

1. Complaints about the work carried out must be reported in writing to BlikvanBoven B.V., within two weeks after the invoice date and at the latest within three weeks after completion of the relevant work. The notice of default must be as detailed in its description as possible of the shortcoming, so that BlikvanBoven B.V. can respond adequately.

2. If a complaint is justified, BlikvanBoven B.V. will complete the work as agreed, unless this has become demonstrably useless.

3. If the performance of the agreed work is no longer possible or useful, BlikvanBoven B.V. is liable, within the limits of Article 12 Liability.

### **Article 11 suspension and dissolution**

1. BlikvanBoven B.V. is entitled to suspend the fulfillment of the obligations or to dissolve the agreement if the client does not fully, partially or not in a timely fashion, fulfill the obligations from the agreement, after the conclusion of the agreement when BlikvanBoven B.V. comes to the knowledge of circumstances and gives good grounds to fear that the client will not fulfill the obligations, and if the client at the conclusion of the agreement has been requested to provide security for the fulfillment of their obligations under the agreement and this security is not provided or is insufficient or if due to the delay on the part of the client, BlikvanBoven BV no longer may be required to comply with the agreement under the originally agreed conditions.

2. Furthermore, BlikvanBoven B.V. is authorized to dissolve the agreement if circumstances arise which are of such nature that fulfillment of the agreement is impossible or if circumstances arise which are of such nature that the unaltered maintenance of the agreement cannot reasonably be required by BlikvanBoven B.V. If the agreement is dissolved, the claims of BlikvanBoven B.V. to the client are immediately due and payable. If BlikvanBoven B.V. suspends the performance of the obligations, they retain their rights under the law and agreement.

3. If BlikvanBoven B.V. suspends or dissolves, they are in no way liable for compensation of damage and costs that arise in any way.

4. If the dissolution is attributable to the client, BlikvanBoven B.V. is entitled to compensation for the damage, including the costs, which occurred directly and indirectly.

5. If the client does not fulfill their obligations of the agreement and this non-fulfillment justifies dissolution, then BlikvanBoven B.V. is entitled to terminate the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or damage, while the client is obliged to pay compensation or indemnify, due to breach of contract.

### **Article 12 liability**

1. BlikvanBoven B.V. is not liable for damage, of whatever nature, caused by BlikvanBoven B.V. when this is based on inaccurate and / or incomplete information provided by or on behalf of the client.

2. BlikvanBoven B.V. is only liable for direct damage. BlikvanBoven B.V. is never liable for indirect damage, including consequential damages, lost profits, missed savings and damage due to business stagnation.

3. If BlikvanBoven B.V. is liable for direct damage, then this liability is limited to a maximum of the total price of the quotation and in any case the amount of the costs incurred by the insurer of BlikvanBoven B.V. and if applicable, the benefit will be provided.

4. The limitations of liability mentioned in this article do not apply if the damage is due to intent or gross negligence of BlikvanBoven B.V. or their supervising subordinates.

### **Article 13 Confidentiality**

1. Both parties are obliged to keep confidential information that they have received for the assignment confidential. Information is considered confidential if this has been indicated by the other party or if this appears from the (type of) information.

#### **Article 14 Disputes and applicable law**

1. In the event of disputes arising from this agreement, parties will try to resolve them in the first instance with the help of Mediation in accordance with the regulations of the Netherlands Mediation Institute Foundation in Rotterdam.

2. If it proves impossible to resolve such a dispute with the help of Mediation, the dispute will be settled by the competent court.

3. Every assignment between BlikvanBoven B.V. and the client is governed by Dutch law. Even if an obligation is fully or partially implemented abroad or if the client lives or is established abroad.

#### **Article 15 Changes**

1. These conditions have been filed with the Chamber of Commerce in Rotterdam. The last deposited version of the agreement between the parties applies as it applied at the time of the conclusion of the agreement.