



This document contains the general terms and conditions version 2.0 (August, 2018) of Span AudioVisuals located at Noord Brabantlaan 303 in Eindhoven, registered with the Chamber of Commerce of Eindhoven under number 56400403.

## General terms and conditions

### Quotes

1. The quotes provided by Span AudioVisuals are free of obligation and valid for 14 days, unless otherwise indicated.
2. The prices mentioned in the quotes are exclusive of VAT, unless otherwise indicated. We are not responsible for price changes and incorrect prices.
3. Span AudioVisuals compiles its quotes based on an estimate of the working hours required for project preparation, recordings, assembly, use of materials and other project related matters. Span AudioVisuals determines these hours as reasonably as possible. Nevertheless, it is possible that a client has additional wishes during production, which have not yet been included in the quote. These extra hours will be charged based on of a fixed hourly rate, in addition to the invoice amount agreed in the quote, unless otherwise agreed.

### Execution of the agreement

1. Insofar as required for the proper execution of the agreement, Span AudioVisuals has the right to have certain work carried out by third parties.
2. The client will ensure that all data, which Span AudioVisuals indicates to be necessary or which the client should reasonably understand to be necessary for the performance of the agreement, are provided to Span AudioVisuals in a timely manner. If the data required for the execution of the agreement are not provided to Span AudioVisuals in a timely manner, Span AudioVisuals has the right to suspend the execution of the agreement and/or to charge the additional costs resulting from the delay to the client according to the usual rates.
3. Span AudioVisuals is not liable for damage, of whatever nature, caused because Span AudioVisuals has received incorrect and/or incomplete data from the client, unless Span AudioVisuals was aware of this inaccuracy or incompleteness.
4. Span AudioVisuals is not liable for the quality of the client's own provided media.

### Contract duration; execution period

1. The agreement is entered into for an indefinite period of time, unless the parties explicitly agree otherwise in writing.
2. If a term for the completion of certain activities has been agreed upon within the terms of the agreement, this shall never serve as a deadline. If the term of performance is exceeded, the client must therefore provide Span AudioVisuals with written notice of default.

#### Amendment of the agreement

1. If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the work to be done, parties will in mutual consultation and in a timely manner adjust the agreement accordingly.
2. If the parties agree that the agreement is to be amended or supplemented, this may affect the time of completion of the execution. Span AudioVisuals will inform the client as soon as possible.
3. If the change or supplement to the agreement has financial and / or qualitative consequences, Span AudioVisuals will inform the client about this in advance.
4. If a fixed fee has been agreed, Span AudioVisuals will indicate the extent to which the change or supplement to the agreement results in an exceeding of this fee.

#### Intellectual property

1. Span AudioVisuals reserves the rights and powers it is entitled to under the Copyright Act.
2. The customers fully indemnify Span AudioVisuals against claims of third parties for copyright infringement as a result of montages and / or duplicate recordings which they have supplied to Span AudioVisuals or engaged Span AudioVisuals to produce. Concepts, ideas and proposals developed for a client are subject to copyright and remain formally and legally in the possession of Span AudioVisuals. All Span AudioVisuals productions are subject to copyright. A Span AudioVisuals production may not be reproduced, reproduced or edited without the permission of the maker, Span AudioVisuals. It is possible to purchase copyright in accordance with Span AudioVisuals.
3. Span AudioVisuals also reserves the right to use the knowledge gained during the execution of the work for other purposes, insofar as no confidential information is brought to the attention of third parties.
4. All raw material created by Span AudioVisuals is stored in the archive for at least 1 year. Finished products are stored for a minimum of 3 years. Span AudioVisuals reserves the right to destroy the material after these periods.
5. Span AudioVisuals reserves the right to use the end products for promotional purposes.

#### Termination

Both parties may at any time terminate the agreement/quote in writing.

In that case, the parties must observe a notice period of at least 5 working days before the start of the execution of the order. If an agreement/quotation is cancelled after this period, 50% of the quote value will be charged. If an agreement/quote is cancelled less than 48 hours before the execution of the order, 100% of the quote value will be charged.

#### Dissolution of the contract

1. The claims of Span AudioVisuals against the client are immediately due and payable in the following cases: - if, after the conclusion of the agreement with Span AudioVisuals, known circumstances give Span AudioVisuals good reason to fear that the client will not meet his obligations; - if Span AudioVisuals asked the client at the conclusion of the agreement to provide surety for the performance and this surety is absent or insufficient.
2. In the cases mentioned, Span AudioVisuals has the right to suspend the further performance of the agreement, or to dissolve the agreement, all this without impeding the right of Span AudioVisuals to claim damages.

#### Liability

If Span AudioVisuals is liable, then that liability is limited as follows:

1. The liability of Span AudioVisuals, insofar as it is covered by its liability insurance, is limited to the amount of the payment made by the insurer.

2. If the insurer does not pay out in a particular case, or damage is not covered by the insurance, the liability of Span AudioVisuals is limited to twice the invoice value of the assignment, that is: that part of the assignment to which the liability relates. 3.
3. Contrary to the provisions of paragraph 2 of this article above, in the case of an assignment with a duration of more than six months, the liability shall further be limited to the fee portion payable over the last three months. 4.
4. The limitations of liability included in these terms and conditions do not apply if the damage is due to intent or gross negligence of Span AudioVisuals or its subordinates. 5.
5. Span AudioVisuals is never liable for consequential damage.

#### Invoicing/Payment

1. Unless otherwise agreed, Span AudioVisuals only invoices once. That is, after the delivery of the order. 2.
2. If more than one invoice date has been agreed, the following applies: Production does not start until the first invoice has been paid. 3.
3. Payment must be made within 14 days after invoice date, unless otherwise agreed, and in a way to be indicated by Span AudioVisuals in the currency used in the invoice. 4.
4. After the expiry of 14 days from the invoice date, the client shall be in default; from the moment of default, the client shall owe interest on the amount due and payable at a rate of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. 5.
5. In case of liquidation, bankruptcy or suspension of payment of the client, the claims of Span AudioVisuals and the obligations of the client towards Span AudioVisuals will be immediately due and payable. 6.
6. Payments made by the client shall always be applied in the first place to settle all interest and costs due, and in the second place to invoices that have been outstanding the longest, even if the client states that the payment relates to a later invoice.

#### Music rights

For music that can be used in a video production, music the rights which have been transferred to the copyright organisation Buma Stemra can be used. These copyrights may cause additional costs, which are not included in the quote. The cost of the rights is determined by Buma Stemra and will be added to the final invoice or invoiced separately at a later date.

#### Voice-over

Some productions use one or more voiceovers, i.e. recorded voices. The costs of a voice-over may differ from the quote. The difference is included in the additional costs and will be added to the final invoice, unless otherwise agreed. Span AudioVisuals retains the option to use materials for promotional purposes.