

## **Terms of Delivery, Thomas Roos Films (as per May 25<sup>th</sup>,2018)**

These terms apply to all obligations, also including but not limited to the manufacturing of any design / production or the delivery / making available of audiovisual works from the agreement to which these conditions have been declared to be applicable. They also apply to all contracts or actions resulting from subsequent agreements between the parties, other acts or pre-contractual legal relations. They further apply to all obligations arising out of acts committed in connection with such agreements, related actions or pre-contractual legal relations.

### **1. Offer**

1. Thomas Roos Films presents its quotes based on an estimate of the required work hours for project preparation, recording, editing, use of third-party materials and other project-related issues and activities. Thomas Roos Films determines these costs and hours in all fairness.
2. Each offer has one correction round included, if the client deems this to be necessary. Additional corrections after that one round will be charged at similar rates as those accepted in the offer. Please note that a correction round does not indicate an entirely new product, but rather marginal changes.

### **2. Clients**

The clients are the people who accept the offer, even if the work will ultimately be implemented for a third party.

### **3. Travel and Accommodation**

All travel and accommodation expenses will be considered as additional costs, meaning an estimate of these costs can be included in the offer if Thomas Roos deems this to be appropriate. These can be added separately to the final invoice, in all fairness. Minor travel expenses will not be charged for.

### **4. Copyright**

1. Concepts, ideas and proposals are being developed for a client by copyright and remain formally and legally owned by Thomas Roos Films, unless he explicitly renounces otherwise towards the client. In the event of an abuse of this copyright, Thomas Roos Films holds the organization or person that represents this breach, responsible. This liability may result in legal or financial consequences if this issue is not timely or satisfactorily resolved.
2. All productions carry copyright. A production may not be copied, reproduced or modified without permission of the author, Thomas Roos Films.
3. It is possible to obtain copyright in accordance with Thomas Roos Films.
4. Thomas Roos Films is responsible for the redemption of any copyright, for example (stock-) music that can be used in the manufacture or assembly. The payment of royalties to their legal owners are considered additional costs and can in some cases be included in the bill if Thomas Roos Films, for example when a client requests pop songs with higher royalty fees.

### **5. Portrait Right**

1. Thomas Roos Films has the right to use any production for their own promotional purposes and publications, including, but not limited to, website and / or blog, portfolio, social media, magazine articles in print or other forms of publication that Thomas Roos Films deems necessary to promote the company's brand awareness, etc. If the client disagrees, this should be indicated in advance, so that alternative arrangements can be made. Maintaining the image rights by the client may result in additional costs; indeed, the works, marketing and acquisition of Thomas Roos Films are content-based and lack of publications may result in losses for the company.
2. Thomas Roos Films will not sell footage that contains recognizable faces to third parties without the written permission of the identifiable person. However, Thomas Roos Films is in no form required for this purpose to give this person any monetary compensation if this happens.
3. Thomas Roos Films is not responsible for any abuse of portrait rights when it is infringed by a third party without the knowledge of Thomas Roos Films and contracted for, but will -if possible- take care of the proper handling of this and similar cases as long as these measures are within Thomas Roos Films's capabilities.

4. Alternative arrangements concerning portrait right may be agreed upon, in writing, prior to the execution of the work.

5. In the case of weddings, the couple signing this agreement does this on behalf of all of the guests that will be attending the event. The couple (client) is obliged to inform anyone that may not agree with the conditions stated in this document and to inform Thomas Roos Films about possible issues.

6. (See 5.) The same applies to corporate shoots in regards to employees.

## 6. Privacy Policy and Data Handling

1. We may collect personal information that can identify you, such as your name and email address, and other information that does not identify you. When you provide personal information through our website, the information may be sent to servers located in Europe and other countries around the world.

- **Information you provide.** We may collect and store any personal information you enter on our website or provide to us in some other manner, including personal information that may be contained in any video, comment or other submission you upload or post to the website. This includes identifying information, such as your name, address, e-mail address, and telephone number; your likeness; and, if you transact business with us, financial information such as your payment method (valid credit card number, type, expiration date or other financial information). We also may request information about your interests and activities, your gender and age, and other demographic information such as your relationship status.
- **Information about others.** We may also collect and store personal information about other people that you provide to us. If you use our website to send others (friends, relatives, colleagues, etc.) a product as a gift, information that may interest them or messages (such as invitations) through our system, we may store your personal information, and the personal information of each such recipient.
- **Information collected automatically.** We automatically collect information from your browser when you visit our website. This information includes your IP address, your browser type and language, device type, access times, and the referring website address. We sometimes use this information to analyze our customer behavior.

2. We may use information that we collect about you to:

- deliver the products and services that you have requested; manage your account and provide you with customer support;
- perform research and analysis about your use of, or interest in, our products, services, or content, or products, services or content offered by others;
- communicate with you by e-mail, postal mail, telephone and/or mobile devices about products or services that may be of interest to you either from us, our sister IAC companies or other third parties;
- develop and display content and advertising tailored to your interests on our site and other sites;
- enforce our terms and conditions;
- manage our business and
- perform functions as otherwise described to you at the time of collection.

3. We may use **financial** information or payment method to process payment for any purchases, deposits, to protect against or identify possible fraudulent transactions, and otherwise as needed to manage our business.

4. We want you to understand when and with whom we may share personal or other information we have collected about you or your activities on our website or while using our services.

We may share personal information with:

- **Business partners:** We may share personal information with the businesses with which we partner to offer you those products, services, or visual materials. When you elect to engage in a particular merchant's offer or program, you authorize us to provide your email address and other information to that merchant so you and that partner can engage in further business together.
- **Other Situations.** We also may disclose your information:
  - In response to a subpoena or similar investigative demand, a court order, or a request for cooperation from a law enforcement or other government agency; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases, we may raise or waive any legal objection or right available to us, in our sole discretion.
  - When we believe disclosure is appropriate in connection with efforts to investigate, prevent, report or take other action regarding illegal activity, suspected fraud or other wrongdoing; to protect and defend the rights, property or safety of our company, our users, our employees, or others; to comply with applicable law or cooperate with law enforcement; or to enforce our website terms and conditions or other agreements or policies.
  - In connection with a substantial corporate transaction, such as the sale of our business, a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

Any third parties to whom we may disclose personal information may have their own privacy policies which describe how they use and disclose personal information. Those policies will govern use, handling and disclosure of your personal information once we have shared it with those third parties as described in this Privacy Policy. If you want to learn more about their privacy practices, we encourage you to visit the websites of those third parties. These entities or their servers may be located either inside or outside the European Union.

5. You can also review and update your personal information by contacting us.

You can choose not to provide us with certain information, but that may result in you being unable to use certain features of our website because such information may be required in order for you to register as a client; ask a question; or initiate other transactions or enquiries on our website.

6. We take appropriate security measures (both physical and electronic measures) to help safeguard your personal information from unauthorized access and disclosure.

We want you to feel confident using our website and services to transact business. However, no system can be completely secure. Therefore, although we take steps to secure your information, we do not promise, and you should not expect, that your personal information, searches, or other communications will always remain secure. Users should also take care with how they handle and disclose their personal information and should avoid sending personal information through insecure email.

7. Although our website is a general audience site, and we do not knowingly collect personal information from children under the age of 13.

## 7. Final product

1. The first version of the final product will normally be presented to the client within four to eight weeks. This period is only indicative, and Thomas Roos Films tries to deliver as quickly as possible the client. Thomas Roos Films always has control over delivery schedules; therefore, corporate productions that are demonstrably urgent will be given priority over less urgent productions. The correction round is included in the delivery period. Once the final product is completed to the satisfaction of both parties, it is to be received through Wettransfer, USB, DVD or Blu-ray and will be handled as the final, finished product.

2. The raw images stay property of Thomas Roos Films unless agreed otherwise prior to the execution of the services and delivery of the final product. It is the end product, (read: completed film or photographic materials) to which

Thomas Roos Films wants to be associated. The raw images can in some cases be obtained but may be subject to additional charges.

3. In case of promotional films or other forms of corporate productions it will usually be agreed upon in consultations with the client that - after payment of the invoice – the company or organization receives the right to freely use the content, with the exception of third-party licensed materials such as music.

## **8. Payment Terms**

1. A project can be undertaken by means of an agreement in writing via letter, email or SMS / Whatsapp in which the client indicates to agree to the specified quotation / price indication; including payment terms and conditions described in this document and which will always be attached to quotations.

2. Thomas Roos Films may require in some cases a deposit of 50% of the total amount shown on the offer. This deposit must be paid prior to the start of the assignment.

3. All invoices will be paid by the client in accordance with the payment conditions stated on the invoice. In the absence of specific conditions, the client pays within 21 days after the invoice date. If the client is in default regarding the fulfillment of its obligations in time, then all reasonable costs incurred to obtain satisfaction will be invoiced to the client. The extrajudicial costs are calculated on the basis of what is common in the Dutch collection practice, on the day the payment period had expired. If, however, Thomas Roos Films has made higher costs for collection that have reasonably been necessary to ensure payment, the actual costs will be invoiced to the client. Following that any judicial and execution costs will be recovered from the client; the client is also due to pay interest on these expenses.

4. If the client after payment of the advance decides to abandon the contract (withdrawal), Thomas Roos Films retains the right to keep the deposit as compensation for the incurred losses.

## **9. Liability**

1. Thomas Roos Films accepts no responsibility for any damage to customers, unless there is provable case of gross negligence or intent on the part of Thomas Roos Films.

2. Unless there is intent on our part, purchased items should be decreased within the agreed time, even in case of dispute.

3. In particular, Thomas Roos Films is never liable for consequential loss or damage, direct or indirect, of whatever nature, loss of profits and damages including downtime losses suffered by the client, his subordinates and whether he employed any third parties, by all or partial (re)deliveries of items, delayed or unsound delivery, or failure to deliver goods or the goods themselves.

4. Thomas Roos Films is not liable for color differences on falsely calibrated monitors or any still prints that are not supplied by Thomas Roos Films, nor is Thomas Roos films liable for the lack of pictures or film materials when raw images are delivered by exception.

5. Thomas Roos Films will keep the materials supplied up to six months after delivery to the client. This applies in particular to, but is not limited to, the delivery of raw images after wedding films.

6. The liability never exceeds the invoice amount.

7. The client is obliged to indemnify us against all claims that third parties in the implementation of the agreement could apply to us, insofar as the law does not dictate that.

8. When a client provides some form of material support, such as, but not limited to, use of studio rooms, photo or film equipment, sound systems, lights or any other material support whatsoever, the client remains responsible for these matters and Thomas Roos Films cannot be held responsible for any form of depreciation, damage or loss of these items unless deliberately done and demonstrable.

## **10. Foreclosure**

1. In some cases it may be necessary to replace the videographer(s) by another videographer (for example, due to illness or similar cases). When the videographer is not able to bring this agreement into effect as a result of fire or other accidents, acts of God or other causes beyond the control of the parties is such as illness, the videographer will reimburse any down payment of those clients, but not any other type of charges can be made with respect to the agreement.

2. Thomas Roos Films will, if they are unable to carry out the work, do its utmost to put in a similar videographer as substitute, with similar style and method. For this, the client will never get an increase in costs. If a replacement videographer is not possible, the offer will end and Thomas Roos Films cannot be held responsible for failing to carry out the work, as long as Thomas Roos Films can present legitimate and demonstrable evidence that can argue about the reasons for absenteeism.

3. The above limitations of liability shall also apply in the case when the audiovisual materials, through no fault of the videographer, get damaged or lost during the process due to an error in the camera, computer, or software, or if the materials get lost in the mail, stolen or damaged or lost in any way. When the videographer fails to deliver because of any other reason than these, the liability will be limited to the value of the order of those clients.

## **11. Overtime**

1. The arrangement covers the specified hours (on a continuous basis). The covered period begins when the videographer arrives at the first location and ends when he leaves the final location.

2. No overtime will be calculated without the prior (written or oral) consent of the clients.

## **12. Dutch Law**

All legal relations governed by these terms and conditions are subject only to Dutch law, unless the work is carried out for clients with a non-Dutch identity or that fall outside of the Dutch law for any other reason. In these particular cases, an alternative document will be created, based on European laws or the local / international laws that are applicable.

I declare to have read these terms and agree to them:

Name & Position:

Date:

Signature: