

## TERMS & CONDITIONS

### ARTICLE 1. DEFINITIONS AND TERMS

**1.1** In these general terms and conditions, the following terms are used with the following meaning, unless expressly stated otherwise:

- **Contractor:** Boje Ploeg, located at Volmarijnstraat 147c, 3021 XP, Rotterdam, The Netherlands.
- **Client:** the Client of the Contractor. The Client is understood to mean: the production company/producer, the lessee of the services, equipment, studio, transport and/or means of transport and/or personnel made available, specifically all items that the Contractor rents out.
- **Agreement:** any mutual acceptance with regard to the provision of services/goods by the Contractor.
- **Projects:** the services provided by the Contractor and related matters.
- **Activities:** the provision of services or the provision of advice as referred to above and/or the delivery of goods without any subordination and outside employment or contracting, all this in the broadest sense of the word and as stated in the order confirmation.
- **Conditions:** these general terms and conditions of the Contractor.

### ARTICLE 2. GENERAL

**2.1.** These terms and conditions apply to every offer, quotation or agreement between the Client and the Contractor, insofar as the parties have not expressly deviated from these terms and conditions in writing.

**2.2.** The present terms and conditions also apply to agreements with the Contractor, for the performance of which the Contractor must involve third parties.

**2.3.** If these terms and conditions have not been explicitly deviated from in any written stipulation, these terms and conditions shall prevail over any terms and conditions that the Client wishes to apply.

**2.4.** The terms and conditions also apply to subsequent orders in case the terms and conditions have applied to a previous order.

**2.5.** If one or more provisions of these general terms and conditions are at any time wholly or partially null and void or should be annulled, the other provisions of these general terms and conditions will remain fully applicable. The Client and the Contractor will then agree new provisions to replace the void or voided

provisions in consultation, taking into account the purpose and scope of the original provisions as much as possible.

**2.6.** If the Contractor does not always demand strict compliance with any provision, this does not mean that the Contractor loses the right to demand strict compliance with these provisions in other cases.

## **ARTICLE 3. CONCLUSION OF AGREEMENT**

**3.1.** The quotations and offers made by the Contractor are without obligation and revocable, unless a term for acceptance has been set in the quotation. If no acceptance period has been set, no rights can be derived in any way from the quotation or offer if the service or item to which the quotation or offer relates is no longer available in the meantime.

**3.2.** The offer to enter into an agreement can be made by the Contractor both verbally and in writing. Only after the assignment has been accepted by the Contractor and the written order confirmation has been signed and returned by the Client will it be binding on the Contractor.

**3.3.** If the assignment has been given orally, or if the signed assignment confirmation has not yet been returned, the agreement will be deemed to have been concluded subject to the applicability of these terms and conditions at the time that the Contractor has started the execution of the assignment at the request of the Client. In this case, if the Client does not respond to the content of the order confirmation within 2 working days after the request, it will be regarded as correct and complete and the Client and the Contractor will be bound by its content.

**3.4.** The provision of information or material by the Client to the Contractor for the performance of the work is equated with making the request as stipulated above in paragraph 3.3.

**3.5.** Furthermore, all quotations and offers are based on the information provided by the Client. In the event of any inaccuracy or incompleteness thereof, the Client cannot derive any rights vis-à-vis the Contractor from an (accepted) quotation or offer. The Contractor cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error.

**3.6.** The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation costs, shipping and administration costs, unless stated otherwise.

**3.7.** Quotations and offers are made on the basis of the best possible estimate of the hours and costs to be incurred. If the costs and hours change during the assignment, due to additions and/or substantial changes to the assignment, the Contractor is entitled to charge additional costs.

**3.8.** Offers, quotations and/or prices do not automatically apply to follow-up orders.

**3.9.** The documents, concepts, images, drawings, technical descriptions, designs and calculations forming part of the offer, which have been produced by the Contractor or on its behalf, remain the property of the Contractor. They may not be handed over or shown to third parties without his permission. They may also not be copied or otherwise multiplied without the permission of the Contractor. If no assignment is granted, these documents must be sent to him carriage paid within 14 days of a request made by the Contractor.

## **ARTICLE 4. IMPLEMENTATION OF THE AGREEMENT**

**4.1.** The Contractor performs the assignment with full commitment, knowledge and skills.

**4.2.** If and insofar as the proper execution of the agreement requires this, the Contractor has the right to have certain activities performed by auxiliary persons, freelancers and third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded. The Contractor will exercise due care when engaging third parties.

**4.3.** The Contractor is not liable for damage resulting from shortcomings of third parties and assumes and, if necessary, hereby stipulates that every assignment to the Contractor entails the authority to accept any liability limitations of third parties on behalf of the Client.

**4.4.** The Client will ensure that all information that the Contractor indicates is necessary is provided in a timely manner. If the information required for the execution of the assignment is not provided in time to the Contractor, the Contractor has the right to suspend the performance of the assignment and/or to charge the additional costs resulting from the delay to the Client.

**4.5.** If it has been agreed that the agreement will be executed in phases, the Contractor can suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

## **ARTICLE 5. DELIVERY, MODIFICATION AND ACCEPTANCE OF THE ORDER**

**5.1.** After receipt of the required data, texts and/or images, the Contractor will start creating the agreed goods and/or services as soon as possible and will inform the Client of the expected delivery time.

**5.2.** A term of delivery specified by the Contractor, unless deviated from in writing, is only an indication. Delivery times are always approximate.

**5.3.** If during the execution of the agreement it appears that for proper execution it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation.

**5.4.** If the agreement has been amended or supplemented, the Contractor is entitled to implement it only after the parties have agreed on all amendments and/or additions, including the time to be determined for

completion of the work, remuneration and other conditions. The non-execution or non-immediate implementation of the amended agreement does not constitute a breach of contract on the part of the Contractor and is not a ground for the Client to cancel or dissolve the agreement.

**5.5.** If a fixed fee has been agreed, the Contractor will indicate to what extent the change or addition to the agreement will result in an exceeding of this fee.

**5.6.** Changes made to an order that has already been issued may result in the Contractor exceeding the originally agreed delivery time.

**5.7.** If the change entails a reduction in activities, Article 8 paragraph 4 applies.

**5.8.** In the case of an agreement, the video editing and/or color grading is based on 1 correction round before the final result is delivered, unless otherwise agreed in writing. Feedback on the delivered works must be bundled and cleared of ambiguities/discrepancies by the contact person of the Client.

**5.9.** The result is considered accepted by the Contractor if the Client indicates in writing that it no longer requires any work. If the Client does not respond within 5 working days, the result will be considered accepted and the assignment completed.

**5.10.** In the unlikely event that the Contractor is unable to fulfill its obligations within the agreed deadline, the Contractor can only be given notice of default in writing, whereby the Contractor is granted a period of at least 14 days to still fulfill its obligations.

## **ARTICLE 6. FEES**

**6.1.** The reimbursement and any cost estimates are in euros and exclusive of VAT and any other government levies.

**6.2.** If the Contractor deems it desirable, the Contractor is entitled to request a reasonable advance payment from the Client for the work still to be performed. The Contractor is entitled to suspend the commencement of its work until the advance has been paid or sufficient security has been provided for this.

**6.3.** The fee is in no way dependent on the outcome of the assignment. The turnover tax is at the expense of the Client unless client resides outside of the EU.

**6.4.** If the Client and the Contractor have not agreed on a fixed amount for a specific assignment or per calendar year or financial year, the fee will be determined on the basis of the hourly fee and the total time spent by the Contractor.

**6.5.** The Contractor is at all times entitled to increase the fee without the Client being entitled in that case to dissolve the agreement for that reason, if the increase in the price results from a power or obligation as a result of legislation or regulations or is caused by an increase in wages, for example, or on other grounds that were not reasonably foreseeable when the agreement was entered into.

**6.6.** In addition, the Contractor may increase the fee if it appears during the performance of the work that the originally agreed or expected amount of work was insufficiently estimated at the conclusion of the agreement, and that cannot be attributed to the Contractor, that the Contractor cannot reasonably be expected to are expected to perform the agreed work for the originally agreed fee.

**6.7.** All travel and accommodation costs and provisional items, are not included in the quote. These are added separately to the final invoice. The Contractor is not obliged to hand over the physical receipts to the Client. However, the costs incurred will be made available to the Client for inspection in an overview sent with the final invoice. The Contractor applies a mileage allowance of € 0.24 per km unless agreed otherwise.

**6.8.** The Client is obliged to reimburse all further reasonable expenses incurred by the Contractor in the performance of the assignment.

**6.9.** The fees will be charged to the Client, if necessary increased by expense claims or from third parties engaged, including the turnover tax due per phase or after completion of the work.

**6.10.** Cancellation of an assignment within 24 hours prior to the work will be charged at a rate of 100% of the quoted wage costs and 100% of the equipment costs. Cancellation of an assignment within 48 hours prior to the work will be charged at a rate of 50% of the quoted wage costs and 50% of the equipment costs. Costs for the cancellation of materials, equipment, freelancers and services hired by the Contractor will be passed on in full to the Client in accordance with the conditions of the relevant party.

## **ARTICLE 7. PAYMENT**

**7.1.** Payment must be made within 30 days of the invoice date.

**7.2.** If the Client fails to pay an invoice on time, the Client will be in default by operation of law. In that case, the Client owes € 45 for administration costs, the collection costs incurred and an interest of 1.25% per month, unless the statutory interest is higher, in which case the statutory interest is due. The interest on the due and payable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.

**7.3.** The Contractor has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest that has accrued and finally to reduce the principal sum and the accrued interest.

**7.4.** Objections to the amount of an invoice do not suspend the payment obligation. The Client who is not entitled to appeal to Section 6.5.3 (Articles 231 to 247, Book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.

**7.5.** If the Client is in default in the (timely) fulfillment of its obligations, then all reasonable costs incurred in obtaining payment out of court will be borne by the Client. The extrajudicial costs are calculated on the

basis of what is customary in Dutch collection practice at that time. However, if the Contractor has incurred higher costs for collection, those were reasonably necessary, the costs actually incurred are eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs due.

## **ARTICLE 8. DURATION AND TERMINATION OF AGREEMENTS**

**8.1.** The agreement is entered into for a definite period of time, unless it follows from the nature of the scope of the assignment that it has been entered into for an indefinite period.

**8.2.** The Client and the Contractor are at all times entitled to terminate the agreement for an indefinite period of time by giving notice. A judicial intervention is not required for this.

**8.3.** The contractor has the right to suspend an obligation if he is temporarily prevented from fulfilling his obligations due to circumstances beyond his control or of which he was or could not have been aware when the agreement was concluded.

**8.4.** In the event that one of the parties becomes bankrupt, applies for suspension of payments or ceases operations, the other party has the right to terminate the agreement without observing a notice period, all this subject to rights.

## **ARTICLE 9. OPTIONS**

**9.1.** The Client is entitled to request the Contractor to grant it an option on goods to be delivered or services to be performed by the Contractor. When granting the option, the Contractor will indicate the period within which the Client must inform the Contractor whether it will make use of the option. If the Client exceeds this term, the option granted to the Client will lapse. The Client can never derive any rights from an option.

Options are not transferable to third parties.

**9.2.** The Contractor is entitled at all times to request option holders to declare within 24 hours whether or not an option will be converted into a definitive assignment. If the option is not converted into an order within the set period, the option expires. The Contractor is entitled to terminate unilaterally in writing only.

## **ARTICLE 10. WORKING HOURS & WORKING DAY**

**10.1.** A working day is a shooting day or a non-shooting day. For the sake of the well-being and safety of the crew, a working day should never exceed 14 hours.

**10.2.** A shooting day is 10 hours on set, including a seated lunch of at least 30 minutes, minus breakfast and wrap snack, taking into account that the shooting location is within the Randstad triangle.

**10.3.** A non-shooting day is a working day for the benefit of production outside the shooting days. The same conditions apply to a non-shooting day as to a shooting day.

**10.4.** A 6th and/or 7th working day after 5 previous consecutive working days is not recommended. A 6th or 7th working day can only be scheduled after prior approval from the crew member. For a 6th day a rate of 150% of the daily price is applied. For a 7th day a rate of 200% of the daily price is applied.

**10.5.** Running Lunch is an 8-hour shooting day. Lunch is eaten out of hand during work. The Client will inform the Contractor in a timely manner about Running Lunch shooting days.

**10.6.** French Hours is an 8-hour shooting day. Lunch is served beforehand. The Client informs the Contractor in a timely manner about French Hours shooting days.

**10.7.** Half a day is a working day of a maximum of 6 hours out and back home. For a half day rate 75% of the daily price is applied. If a half day lasts longer than 6 hours 'out and back home', it concerns a normal working day and 100% of the daily rate is charged.

## **ARTICLE 11. OVERTIME**

**11.1.** Any work that takes longer than as defined under the working day is considered overtime and charged with a surcharge. Overtime is calculated per day and cannot be compensated on other days.

**11.2.** Overtime allowances are calculated using the following percentages of the hourly rate:

- 150% for the 1st to 4th hour of overtime (11th to 14th hour)
- 200% for the 5th and 6th hour of overtime (15th and 16th hours)
- 300% for the 7th hour of overtime (17th hour) and beyond

## **ARTICLE 12. NIGHT WORK**

**12.1.** Travel time and working time between 22:00 and 06:00 is considered night work. During these hours, the night rate applies. The Client must announce night work at least 72 hours before the start of the working day. The night rate only applies to the single working day that takes place wholly or partly at night. If there are several consecutive days with night work, the sleep-off day arrangement applies (see paragraph 12.4).

**12.2.** The night rate is 150% of the hourly rate for travel and operating hours between 22:00 and 06:00.

**12.3.** A consecutive period of night work arises when two or more consecutive shooting days end after 02:00. If there is a sleep-in day, the nightly rate as stated in paragraph 12.2 will lapse. A sleep-in day is the compensation for the day after a consecutive period of night work, which cannot be filled in as a regular working day because of the night work.

**12.4.** The reimbursement for the sleep-in day off is 100% of the daily price.

## ARTICLE 13. WORKING ON SUNDAYS AND HOLIDAYS

**13.1.** A surcharge applies on Sundays and public holidays, as stated on the website of the central government. The Sunday and Holiday rate is 150% of the regular daily rate.

## ARTICLE 14. TRAVEL

**14.1.** The Client and the Contractor determine in advance the location for the production. If the location is not determined, then the Client's office is the location.

**14.2.** A travel day is a day on which the Contractor moves; to, from or between hotels (or other accommodations) for the purpose of production. Travel days of up to 5 hours are charged as follows: 75% of the hourly rate for each hour. Travel days from 5 hours on: 50% of the daily price.

**14.3.** Per Diem or Sejour is the allowance for food & beverage expenses if the Contractor has to spend the night elsewhere than at home for the production. For working days including lunch, the reimbursement is: € 25 per day. For travel days and days off, the reimbursement is: € 50 per day. The aforementioned fees will lapse when the Client assumes these costs.

## ARTICLE 15. LIABILITY

**15.1.** The Contractor will perform its work to the best of its ability and will observe the due care that may be expected from the Contractor. If an error is made because the Client has provided him with incorrect or incomplete information, the Contractor is not liable for the resulting damage.

**15.2.** The Contractor is not liable for any damage, direct or indirect, that is the result of damage that has arisen that cannot be attributed to it.

**15.3.** Without prejudice to what is stated in art. 15.1 and 15.2, there can only be liability on the part of the Contractor in the event of intent or deliberate recklessness.

**15.4.** The Client is obliged to notify the Contractor of this in writing within 2 months after the Client has identified or could reasonably have identified an inaccuracy in the performance of the agreement and the risk of damage resulting therefrom.

**15.5.** If the notification referred to in the previous paragraph is not made or is made too late, the Contractor is in no way obliged to the Client to undo the damage suffered in a manner that fits with and is in line with the content of the assignment and the nature of the activities.

**15.6.** The Client indemnifies the Contractor against all claims that third parties allege and exercise against the Contractor for compensation of damage suffered, costs incurred, lost profit and other expenses that are in any way related to and/or ensue from the performance of the assignment by the Contractor.



**15.7.** If damage and/or loss is caused by the Client, directly or indirectly, the Contractor applies an excess at the expense of the Client of 2,500 euros per case, except if the loss or damage is caused by intent, gross negligence, negligence or misuse by Client. In this case, the entire amount of the damage will be borne by the Client.

**15.8.** In the event of damage to, by or of means of transport or vehicles, the Contractor applies an excess of 2,500 euros per case at the expense of the Client. The Contractor will make every effort to limit the damage.

**15.9.** Damage of the Client that has arisen as a result of fault, negligence, intent, shortcoming or unlawful acts of suppliers who work on behalf of the Contractor, will be borne by the suppliers themselves.

## **ARTICLE 16. CONFIDENTIALITY**

**16.1.** Both the Contractor and the Client will treat all information exchanged as a result of the collaboration confidentially and not disclose it without (written) consultation. Confidentiality also applies to hired personnel and third parties involved in the assignment.

## **ARTICLE 17. INTELLECTUAL PROPERTY**

**17.1.** Both the Contractor and the Client have the right to publish and/or reproduce a project or video production (or have it reproduced) for its own promotion on, for example, a showreel, the internet, a retrospective exhibition, film festival or a similar event or for the benefit of events and media aimed at a demonstration and promotion of the work, products or services of the Client and/or Contractor, without prior permission being required and without any compensation having to be paid in this respect.

**17.2.** However, use by the Contractor is only possible after the project or video production has already been made public. If the film is no longer suitable for showing due to compelling circumstances, the Client will inform the Contractor of this in writing. In that case, the Contractor is no longer entitled to show the video production for the above purposes.

## **ARTICLE 18. APPLICABLE LAW**

**18.1.** Only Dutch law applies to the agreement concluded between the Contractor and the Client.

[This document is translated using Google Translate. The original Dutch document which is registered at the Dutch Chamber of Commerce can be found at [www.bojeploeg.nl/terms-and-conditions](http://www.bojeploeg.nl/terms-and-conditions) ]