



TERMS & CONDITIONS SR FILMS BV
Dutch Chamber of Commerce nr. 62925024

1. These general terms and conditions ('T&C') of SR Films BV ('SR Films'), located in Naarden (1411 LA) at the Hoofdgracht 3 in the Netherlands, apply to every offer, agreement or other (legal) relation ('the Agreement') between SR Films and any third party ('the Client').
2. SR Films usually provides the Client with an offer including the estimated costs per aspect of the assignment, which is a working document that does not bind SR Films until the Client agrees to the definite version of the offer and SR Films confirms the assignment. All prices mentioned by SR Films are exclusive of VAT and any other taxes, unforeseen import costs, unforeseen increased costs of purchase and/or all extra third-party costs and rates (e.g. costs for transport, (renting) equipment from third parties and rates from other contractors). SR Films is entitled to increase all agreed (fixed or estimated) prices with a maximum of 10% by giving the Client 30 days' notice. Only if the agreed price is exceeded with more than 10% within 3 months after concluding the Agreement, the Client is allowed to terminate (*ontbinden*) the Agreement within 14 days after the 30 days' notice period. After 14 days the right to terminate lapses. The Client does not have the right to terminate the Agreement if the increased costs or taxes are imposed by any (inter)national authority (e.g. governments) or if SR Films decides to maximize the increased costs to 10% after the Clients' termination notice.
3. SR Films may charge the Client for any additional work at its regular rates and hereby warns the Client that all additional work which is not mentioned in the confirmation of assignment by SR Films will result in a higher price. SR Films is not obliged to perform requested additional work.
4. The Client is obliged to pay all invoices of SR Films ultimately within the payment term of 14 days without any suspension, deduction or set-off, even if the Client is not paid fully or timely by her customer. SR Films will invoice the Client 50% of the agreed price prior to the start of the performance and 50% after performance of the assignment. Under any circumstances, the first 50% of the agreed price must be paid before SR Films' first costs or expenses are incurred. All costs related to debt collection by SR Films will be paid by the Client and amount to a set percentage of 15% of the invoice due, unless the actual costs exceed that percentage. In case of late payment, an interest of 1% per month applies (pro rata) to the invoiced amount as well as the debt collection costs.
5. All (video and audio) materials produced or developed by SR Films will remain the exclusive property of SR Films until the Client has paid all of SR Film's outstanding invoices including additional (debt collecting) costs and interest, whether or not delivery has taken place yet (retention of title). After delivery, the Client is obliged to save all materials as SR Films' recognizable property.
6. Agreed times for delivery and timeframes stated by SR Films are indicative and not strict or fatal, with the exception of absolute deadlines for actually recording film and/or audio materials. SR Films will make an effort to achieve the indicated delivery time(s). This article does not apply if performance has become permanently impossible.
7. SR Films is entitled to outsource performance of the Agreement or part thereof to third parties (e.g. subcontractors), who will be selected by SR Films. Articles 7:404 and 7:407(2) DCC do not apply to the Agreement. SR Films is not liable for any errors or omissions (such as last-minute cancellation) of any third parties engaged by SR Films, including subcontractors. This also applies to legal entities or natural persons (in)directly carrying out work for SR Films.
8. The contractual and non-contractual liability of SR Films for damages or costs directly caused by or relating to any shortcoming in or breach of the

Agreement, is limited to the amount invoiced by SR Films for (the performed part of) the Agreement directly related to the possible shortcoming or breach. SR Films is not liable for any indirect damages, except in case of intent or wilful recklessness. Under no circumstances will the liability of SR Films for damages arising from or related to the Agreement exceed the amount actually paid out by SR Films' liability insurance in the relevant matter, even if the invoiced amount exceeds the insured amount.

9. SR Films is not liable on any basis for indirect damages, including but not limited to lost earnings or profits, lost savings, loss of goodwill, damage caused by interruptions in the Clients company, reputational damages, damages claimed by the customer of the Client, loss or the damaging of audio and/or video (carriers) and any other information carriers any except in case of intent or wilful recklessness.
10. Without prejudice to SR Film's rights based on Dutch law or these T&C, SR Films is entitled to terminate the Agreement by means of written notice in the following cases (but not limited thereto):
 - the Client fails to fully and timely comply with payment obligations; the Client is declared Bankrupt or suspension of payment is granted; the Client requests bankruptcy, suspension of payment or liquidation; the Client loses the ability to control her assets and/or her incomings partly or fully; the assets of the Client are attached in execution; or the Client sells or liquidates part of her company.
11. SR Films will no longer be obliged to perform any obligation under the Agreement in case SR Films is not able to perform those obligations (timely) due to circumstances that SR Films does not control directly. Such circumstances, including but not limited to disturbances in SR Film's company or in the supply chain of products, materials or equipment, and in circumstances making performance unreasonably onerous and/or disproportionately difficult for SR Films, including earthquakes, volcanic eruptions, power disconnections, asbestos, soil detoxication, serious conflicts, (assumed) terrorist attacks, extreme weather circumstances, acts or omissions (such as non-performance) by suppliers, transporters, subcontractors or other third parties, incorrect or incomplete information provided by the Client or third parties, technical failures and unsuccessful audio or video recordings due to other circumstances and any (other) circumstance that lies beyond the direct control and influence of SR Films, constitute a force majeure. In the event of force majeure, SR Films is entitled to suspend her obligations under the Agreement during a reasonable time to be established in SR Film's sole discretion and/or to dissolve or terminate the Agreement, without judicial interference. Except in case of wilful recklessness or intent, SR Films is not liable for any direct or indirect damages or costs that result from force majeure. If SR Films has (partially) performed at the time a force majeure occurs, SR Films is entitled to invoice the performed part separately, and the Client is obliged to pay this invoice as if it were a separate contract.
12. The Client fully indemnifies SR Films for any claims from the Client's Customer(s) or other third parties on any basis, including any claim related to intellectual property rights, notwithstanding SR Film's limited liability as described in articles 8 and 9 T&C.
13. The Client warrants that SR Films does not infringe any (intellectual property) right(s) of third parties by performing her obligations under the Agreement, as well as that the Client has obtained all necessary and unrestricted licenses to integrate protected rights or parts of any programme into its programme materials and to have the parts recorded on audio, video and/or other information carriers by SR Films. SR Films reserves all intellectual property rights that (should) belong to SR Films based on copyright law and or any other intellectual property laws.
14. All existing and future (legal) relationships between SR Films and the Client are subject to Dutch law. Any disputes will first be submitted to the competent court in Amsterdam, the Netherlands.
15. Please note that the applicability of any terms and conditions used by the Client is hereby expressly rejected.