

## **General Terms and Conditions IJland Studio Amsterdam**

1. These general terms and conditions apply exclusively. IJland Studio does not recognize any general terms and conditions or terms of delivery and payment that are contrary to or deviate from these terms and conditions, unless IJland Studio has expressly agreed to their validity in writing. These general terms and conditions also apply if IJland Studio performs the service for the client with knowledge of conflicting or deviating terms and conditions of the client. The services and offers of IJland Studio are exclusively based on these terms and conditions.
2. Business hours are Monday to Friday from 9.00 to 20.00 o'clock. Productions are also possible on Saturdays, Sundays, holidays and at night. Surcharge for times outside business hours: from 8.00 p.m. and Sundays and public holidays: plus 25%.
3. All prices are generally exclusive of value added tax. Quotations of IJland Studio are subject to change without notice, unless otherwise stated in a written order confirmation. IJland Studio reserves the property rights and copyrights to illustrations, drawings, calculations and other documents. They may not be made accessible to third parties without prior agreement.
4. Every telephone booking is binding. Bookings that are not cancelled up to 24 hours before production start will be charged with 50% of the booked time.
5. Mixing elements on master, multitrack tapes and all data carriers will be archived at the discretion of IJland Studio, unless explicitly agreed otherwise.

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1. all services, deliveries, deliveries and returns are at the expense and risk of the client.
2. the client is the one who has initiated the execution of the order – in written or verbal form – even if the invoice is issued to a third party at his request, i.e. he is fully liable for the invoice amount next to the third party. If the order is placed in the name of and for the account of a third party, the Contractor shall be expressly informed of this fact when placing the order. The Contractor shall not be obliged to verify the authority of the person placing the order.
3. The Contractor shall only be obliged to issue a written order confirmation if this is expressly requested by the Client.
4. In case of orders, i.e. productions or production of radio/TV/cinema commercials or other productions as layouts or final artwork, where protected works, music or language are used at the explicit request of the client, the client is hereby informed by the contractor that the client is solely responsible for the clarification, collection and remuneration of all third party claims existing on the material used, unless otherwise agreed with the client in individual cases or IJland Studio has been explicitly commissioned with the clarification of copyright and/or ancillary copyright issues. In such a case, the client is generally obligated to indemnify the contractor against any claims of third parties which are, have been or could be raised in connection with the processing of the material requested by the client. The Client is hereby informed by the Contractor that the reproduction, processing and/or distribution and publication not undertaken for purely private purposes, as well as any other form of commercial and/or public exploitation of works, music or speech protected by copyright and/or ancillary copyright, is subject to authorization, and is therefore unlawful without the corresponding authorizations. The Contractor shall not be obliged to verify to what extent the content of the work commissioned by the Customer is subject to approval or violates statutory provisions. Should such a violation exist, the Customer shall be obligated to hold the Contractor solely liable to third parties for all disadvantages or damages also incurred by the Contractor. Rights on the part of GEMA are in principle not transferable, so that they cannot be settled or compensated by payments made by the Client to the Contractor. The company. IJland Studio offers its clients in principle to clarify or handle copyright and/or ancillary copyright issues for the client. All prices are exclusive of travel and transport costs and VAT. Our general terms and conditions apply. Status: 01.01.2022

5. Liability for retained sound and image material can only be assumed up to the material value of the carrier material and only up to the maximum period of 3 months after invoicing.
6. The contractor shall be liable for processing damage to third-party visual and audio material as follows: In the case of audio tape, image and data carrier recordings, up to the material value of the carrier material. The order for voucher/broadcast copies must be placed in writing. In the case of verbal orders, the contractor assumes no liability! This exclusion of liability applies expressly and in particular to pecuniary and consequential damages!
7. If the client leaves irretrievable or difficult to replace sound and picture recordings for processing, presentation or similar, the risk, if necessary the conclusion of an insurance beyond the material value, as well as the arrangement of the production of backup copies, lies with the client.
8. It is incumbent upon the client to ensure the unambiguousness of an order by means of markings on the material to be processed or by means of written information. expenses which become necessary for the clarification of existing doubts (telephone call, inspections etc.) or which have arisen from a lack of information shall be borne by the client.
9. Intermediary activities, such as the acceptance and delivery of supplies to and from the copying works, postal and rail forwarding, order forwarding and bookings with other companies, the procurement of speakers, actors, etc., shall always be carried out on behalf and for the account of the Client, even if this is not expressly indicated by the Contractor. The Contractor shall not assume any liability or warranty whatsoever for such intermediary activities.
10. The Contractor's promises of deadlines for processing and production processes are made to the best of its knowledge and belief, but without guarantee. The Contractor shall not assume any liability whatsoever for delays caused by third-party operations. In the event of delays caused by the Contractor in the course of a processing or production operation, the Contractor shall only be liable up to the amount of its own performance caused by the delay. Third-party services as well as indirect damages (such as financial and/or consequential damages) are not included in the liability.
11. If no special price agreements are made, the contractor's prices valid on the day of delivery shall be deemed agreed. Prices and price lists shall be made available upon request at any time.
12. The conditions written on the invoice shall apply as terms of payment. If the invoice does not contain a separate note, immediate payment "strictly net cash" shall be deemed agreed. Discounts shall not be granted unless otherwise agreed in a separate written agreement with the Customer relating to the individual case. The Customer shall be in default of payment after the expiry of fourteen days after the invoice has been sent (the decisive date shall be the invoice date which is stated at the top of the invoice), so that the Contractor shall then be entitled to demand 15% interest on arrears from the Customer from the fifteenth day of the invoice due date. If the contractor is able to prove a higher damage caused by default than this (such as by confirmation of his bank that the overdraft interest with which IJland Studio has to work is higher than the legal default interest), he is entitled to claim this higher damage from the client as well. However, the client on his part is entitled to prove to the contractor that he has not suffered any damage or considerably less damage as a consequence of the delay in payment. The Customer shall only be entitled to set-off claims if its counterclaims have been legally established, are undisputed or have been acknowledged by the Contractor. The Customer shall also have no right of retention on account of disputed counterclaims.
13. Verbal subsidiary agreements on the method of payment shall require written confirmation by the Contractor in order to be legally valid.
14. If in the course of an order execution external services are necessary, i.e. services which are not feasible with the own devices and the own personnel of the studio, the contractor is not to be made responsible in principle for quality, punctuality and costs of these services, provided that these services are selected by the client. At the request of the client, however, the contractor shall, to the best of his knowledge and belief, arrange for and, if necessary, disburse such outside

services at the markup customary in the industry and the costs to be disbursed by him (fees for speakers, actors, postage, COD, telephone calls, cabs, courier services, etc.). The Contractor reserves the right to make the delivery of the production dependent on the reimbursement of disbursed amounts by the Client in the event of unreasonably high cash disbursements.

15. The performance of the service to be rendered by the contractor requires the clarification of all technical issues. If the Contractor is in default of performance for reasons for which he is responsible, liability for damages in the case of ordinary negligence shall be excluded. If, after the Contractor has already defaulted on performance, the Client sets the Contractor a reasonable grace period with the threat of refusal, the Client shall be entitled to withdraw from the contract after the fruitless expiry of this grace period. The customer shall only be entitled to claim damages for non-performance in the amount of the foreseeable damage if the delay was caused intentionally or by gross negligence. Otherwise, the liability for damages shall be limited to 50% (fifty percent) of the damage incurred. If the Contractor is in default of performance for reasons for which it is not responsible, or if its performance is defective as a result, the Contractor's liability for damages shall be excluded as a matter of principle. All prices are exclusive of travel and transport costs and VAT. Our general terms and conditions apply. Status: 01.01.2022

16. The warranty claims of the Customer shall be subject to the condition that the Customer has duly complied with its obligations to inspect and give notice of defects pursuant to the Dutch Commercial Law. Insofar as the Contractor is responsible for a defect in its performance, it shall be entitled, at its discretion, to remedy the defect or to provide a replacement performance, insofar as a remedy of the defect or a replacement performance is still possible for a fixed date of performance and is still of interest to the Customer under objective assessment criteria. If the contractor violates a "cardinal obligation" or an obligation essential to the contract, his obligation to pay compensation is, however, limited to the foreseeable damage typical for the contract. As far as the liability of IJland Studio is excluded or limited due to these conditions, this also applies to the personal liability of its employees, freelancers, representatives and vicarious agents. The client is liable for damages that are not caused by the contractor, but by third parties called in or involved or commissioned by the client (such as vicarious agents or assistants, etc.).

17. Dispatch and transport of material of all kinds shall be for the account and at the risk of the client.

18. Utilization, exploitation, ancillary copyrights and/or assignable copyrights as well as copyright shares shall be transferred by the speakers, singers and/or actors employed, commissioned or booked via the Contractor in many cases exclusively only for the period of 1 (one) year from invoicing or first broadcast (placement) for a nationwide exploitation (within the Royal Republic of The Netherlands). Details are basically the responsibility of the artists themselves, who are not restricted in their invoicing and formulation, unless otherwise agreed in individual cases. In the case of foreign and/or transient exploitation of productions for which only temporary domestic assignments and transfers of rights exist, the Client shall independently pay subsequent fees to the entitled parties. However, in the event that the Contractor should claim such additional fees for artists on their behalf, the Client undertakes to pay such fees also upon the Contractor's request. The liability for additional fees resulting from such exploitation shall be assumed solely by the Client. The Client shall be obliged to notify the Contractor of any foreign or time-exceeding exploitation. Furthermore, the Client shall be obliged to notify the Contractor of the first broadcast of a production produced in whole or in part by the Contractor, so that, if necessary, the due date of additional fees from layout productions, which thereby become broadcast licenses, can be verified, and corresponding accounts can be prepared by the Contractor or notifications can be made to the entitled parties involved.

19. If the client is a registered trader in the sense of the law, the place of jurisdiction and fulfillment is agreed to be the place of business of IJland Studio, i.e. Amsterdam. However, IJland Studio is also entitled to sue the client at the court of his place of residence. If the client is not a registered trader in the sense of the law, and if he moves his residence or habitual abode out of the area of validity of the Royal Republic of The Netherlands after conclusion of the contract, the place of jurisdiction is the place of business of the company IJland Studio. This also applies if the domicile and habitual residence of the client are not known at the time of the institution of legal proceedings.

20. All legal relations between IJland Studio and the client shall be governed solely by the law applicable to the legal relations of domestic parties at the place of business of IJland Studio. If individual provisions of these terms and conditions are invalid or if these terms and conditions contain gaps, the validity of the remaining provisions and the validity of the general terms and conditions will not be affected. In place of the ineffective provisions, those effective provisions shall be deemed agreed which correspond to the sense and purpose of the ineffective provisions which both parties would have agreed upon if they had known about the ineffectiveness or the gaps. In such a case, the Contractor and the Client shall be mutually obliged to cooperate in a corresponding clarification of the terms and conditions.