

GENERAL TERMS AND CONDITIONS DEEPTONE RAW

Article 1 Definitions

Deeptone:

Deeptone RAW V.O.F., registered at the Dutch Chamber of Commerce under registration number 34257573, any companies affiliated to Deeptone RAW, now and in future, provided this company declares it to be subject to these General Terms and Conditions.

Customer:

Each individual or legal entity with whom/which Deeptone enters into an Agreement, or enters into negotiations or to whom/which Deeptone makes an offer or in respect of whom/which Deeptone engages into any (legal) act.

Agreement:

Any agreement concluded between Deeptone and Customer, each amendment thereof or addition thereto, as well as any (legal) act for the preparation and performance of that agreement, as well as any assignments included therein.

Image Material:

Any footage from Customer and/or used, created or modified by Deeptone in Products or provided to Deeptone for retouch or input and output services.

Products:

All movable property subject of any offer, agreement or other legal act in the relationship between Deeptone and Customer.

1. These General Terms and Conditions are applicable to each offer, designated offer and agreement between Deeptone and Customer. The General Terms and Conditions of Customer are not applicable to these agreements, unless agreed otherwise explicitly and in writing.
2. By taking knowledge and/or taking into receipt of these General Terms and Conditions, Customer is deemed to agree with the content of the General Terms and Conditions and to accept the applicability of the General Terms and Conditions.

Article 2 Designated offers and offers

1. All designated offers and offers of Deeptone are non-binding, unless in the designated offer a term for acceptance has been set.
2. Deeptone cannot be held to his designated offers or offers, if Customer reasonably can understand that the designated offers or offers, or a part thereof, contain an obvious error or typo.
3. Price statements can undergo changes by an unforeseen change in the activities.
4. Offers or designated offers do not automatically apply to the future.
5. After approval of the designated offer, or has been signed as confirmed verbally and/or in writing, then this will be regarded as an agreement.

Article 3 Contract duration; delivery terms, execution and change agreement

1. The agreement between Deeptone and Customer is concluded for an undefined period, unless from the nature of the agreement derives otherwise or if parties agree explicitly and in writing otherwise.
2. Deeptone has the right to let certain activities be executed by third parties.
3. Deeptone shall make an effort to execute the commission carefully and independently, to take care of the interests of the principal to the best of its knowledge and strive for a result usable for the principal. Insofar necessary Deeptone shall keep the principal posted about the progress of the activities.
4. The principal is obliged to do all that, which is reasonably necessary or desirable to make a timely and correct delivery by Deeptone possible, such in particular by the timely (letting) deliver(y) of complete, proper and clear data or materials.
5. A term stated by Deeptone for the completion of the commission has an indicative nature, unless from the nature or the content of the agreement shows otherwise. Deeptone is, also in case of a stated term for the completion of the commission, firstly in default after the principal has declared it in default by registered mail and compliance within the reasonable term set in the notification of default remains absent.
6. If during the execution of the agreement it shows that it is necessary for a proper execution thereof to change or add to this, then parties shall proceed timely and in mutual consultation to adaptation of the agreement. Because of it the originally agreed amount can be increased.
7. Approval on the image treatment solely takes place on the basis of a verified hard copy contract proof. Deeptone takes no responsibility for the possible deviation of colour and other matters in final use(d) media compared to a verified proof and regards the latter as the end result.

Article 4 Use and licence

1. Deeptone has, taking into account the interests of the principal, the liberty to use the recordings, compositions for its own publicity or promotion.

Article 5 Payment and collection costs

1. Payment must take place within 14 days after the date of the invoice
2. If Customer is negligent or in default with the (timely) compliance with his obligations, then all reasonable costs to obtain satisfaction out-of-court will be for the account of Customer
3. Deeptone is authorised to dissolve the Agreement as soon as the Customer enters into a state of bankruptcy or files for a (provisional) suspension of payment.
If Customer on that moment has not complied with all payment obligations towards Deeptone, then the rights to publish the modified Image Material by Deeptone shall be forfeit.

Article 6 Cancellation and dissolution agreement

1. When Customer terminates the agreement during the activities, Customer is required to pay the quoted amount. If Agreement is cancelled before commencement of activities, Customer must pay a percentage of the quoted amount. This depends on the period preceding the commencement of the activities. Up to 2 weeks before commencement 33%, 2-1 week before commencement 50%, 7-2 days before commencement 75%, 48 hours before commencement 100%.
2. If Agreement is dissolved by Deeptone because of an imputable shortcoming in the compliance with Agreement by Customer, then the latter must pay the fees and the costs made with regard to the activities executed till then. Behaviour of Customer on the basis of which it reasonably cannot be required from Deeptone that the commission will be rounded off, will in this regard also be considered as imputable shortcomings.

Article 7 Liability

1. If Deeptone should be liable, then this liability is limited to what has been set forth in this stipulation.
2. The liability of Deeptone is in any case always limited to the amount of the pay-out of his insurer in a prevalent case.
3. Deeptone is solely liable for direct damage.
4. Deeptone is never liable for indirect damage, including consequential damage, missed profits, missed savings and damage by enterprise stagnation.
5. Customer is required to keep copies of the materials and data provided by him under him until the commission is fulfilled. If Customer omits to do so, then Deeptone cannot be held liable for damage that would not have emerged during the existence of these copies.
6. After the completion of the commission neither Customer nor Deeptone have towards each other an obligation to keep with regard to the used materials and data.

Article 8 Rental/Hire

1. The rental period is at least 1 day and is concluded in consultation with Deeptone.
2. The rental period commences on the first rental day in the morning at 9 a.m. and ends at 5.30 p.m. on the last rental day.
3. When Customer collects the Products on the first rental day after 9 a.m. and/or returns them on the last rental day before 5.30 p.m., Customer is liable to pay the rental price for a full day in both cases.
4. Based on prior Agreement, Products can be collected between 5 p.m. and 5.30 p.m. on the day preceding the first rental day and/or be returned before 9.30 a.m. on the day following the last rental day, with the exception of the weekend, without this involving additional costs.
5. Requests are final after oral and/or written approval of Customer of the quote sent by Deeptone upon request. No rights and/or obligations can be derived from requests.
6. If the approved quote is cancelled, Customer must pay a percentage of the quoted amount. This depends on the period preceding the commencement of the activities. Up to 2 days before commencement 25%, within 48 hours before commencement 50%.
7. Customer is in default if Customer fails to return the Products on time. In that case Customer owes Deeptone a payment equal to the rental price that would be have been due with regard to Products for the period from the end of the agreed rental period up to and including the day on which Products are returned plus a surcharge of 50%.
8. If after the end of the rental period thirty days have passed without Customer having returned Products to Deeptone, Customer must pay Deeptone the fee stated in article 8.7 plus the original price of replacement equipment.
9. That stated in article 8.7 and article 8.8 does not affect Deeptone RAW's option to demand further payment of damages and/or claims.
10. Customer need to handover to Deeptone a copy of a valid ID and Chamber of Commerce register extract (not older than 6 months).

11. The rental price is calculated on the basis of a fee determined by Deeptone the moment Agreement is concluded. This costs and the deposit should be paid at least 48 hours before start of the rental.
12. If Customer has Products collected by a third party, this party must submit an authorization signed by Customer, substantiating his/her authorization to represent Customer. Customer or his/her representative must show identification by way of passport or driver's license upon collecting Products.
13. Deeptone can arrange the transport of Products if requested by Customer. The transport will be arranged for the account and risk of Customer. Deeptone will select the transport company with car, but cannot guarantee the means of transport, nor the time it will be transported. Customer hereby agrees in advance to the price calculated in this respect. The transport costs are stated separately on Deeptone's invoice. In all events, the liability of Deeptone is limited to the scope of the right of recourse of Deeptone on the transport company.
14. Customer must insure Products during the rental period for the benefit of Deeptone against loss, theft and damage and to maintain this insurance. Customer must submit proof thereof upon request of Deeptone. Deeptone is not liable for damage to the rented equipment or subsequent damage that is not covered by its insurance; Customer is liable for this damage.
15. Customer can take out an insurance via Deeptone. The costs involved are payable by Customer. In the event of damage, the own risk for the Lessee is EUR 250.
16. Customer must check the rented equipment for operation, presence and damage before the rental period. If Products do not operate accurately, Deeptone will, to the extent possible, make replacement Products available to Customer.
17. Customer cannot hold Deeptone liable for any indirect damage involving empty batteries, consumables or unforeseen defects of the rented equipment.
18. Customer must keep and handle Products with care and only use Products for the purposes for which they were intended.
19. Customer is not permitted to rent out Products to third parties or give them in use unless Deeptone has given its explicit permission thereto.
20. Customer is responsible at all times for the rented articles for the period that the articles have been returned/are under way.
21. Customer is liable for any damage, of any nature, direct or indirect, inflicted on third parties.
22. Customer is liable for the damage to the rented property as a result of loss or theft. In the event one or more articles go missing or are stolen, the replacement value or the original value is invoiced. In the event of theft, Customer must always report it to the police.
23. If Products or parts thereof are damaged or defective during the rental period due to acts of Customer the reparation costs will be invoiced to Customer.
24. If Products or parts thereof are damaged to such an extent that they cannot be repaired or are completely lost due to acts of Customer, then Customer must pay Deeptone an amount equal to the original value of the replacement Products. This does not withstand Deeptone's rights to demand payment of damages.
25. If Products are returned dirty, Deeptone is entitled to have Products cleaned payable by Customer.
26. Deeptone is not responsible or liable for acquiring licenses, ATA-carnet and/or other required documentation.

Article 9 Online requests and orders

1. Requests and/or online orders are final after oral and/or written approval of Customer of the quote sent by Deeptone upon request. No rights and/or obligations can be derived from requests.
2. The indicated delivery times of the proofs are indicative. No rights and/or obligations can be derived thereof.