



**TERMS AND CONDITIONS  
ARCTIC LIME AUDIOVISUAL**

Valid per 11-04-2022

The terms and conditions specified in this document are applied to every quotation, offer, activity and agreement by entrepreneur, unless both parties have agreed otherwise through a written agreement.

# **SECTION 1**

## **DEFINITIONS**

### **1.1 Client**

A natural person, instancy or company that wishes to purchase services from entrepreneur for a fee.

### **1.2 Entrepreneur**

Mr. J.P. Veenstra, owner of ARCTIC LIME AudioVisual.

# SECTION 2

## IDENTITY

### 2.1 Identity

Mr. J.P. Veenstra, trading under the name 'ARCTIC LIME AudioVisual' and 'A Pixelated Point of View' through the following website: <http://www.arcticlimeaudiovisual.com>; afterwards specified in this document as 'entrepreneur'.

Located at:

Haringbuisdijk 221  
1086 VA Amsterdam  
the Netherlands

### 2.2 Accessibility

Entrepreneur is available 24 hours per day, 7 days per week through the following channels:

E-mail:	<a href="mailto:info@arcticlimeaudiovisual.com">info@arcticlimeaudiovisual.com</a>
Facebook:	Arctic Lime AudioVisual
Instagram:	arcticlimeaudiovisual
YouTube:	ARCTIC LIME AudioVisual
Vimeo:	ARCTIC LIME AudioVisual
Website:	<a href="http://www.arcticlimeaudiovisual.com">http://www.arcticlimeaudiovisual.com</a>
WhatsApp:	+31 6 25507683

Entrepreneur uses a standard response time of 1 to 24 hours for messages sent through e-mail or WhatsApp, and 24 to 48 hours to sent messages through social media. Response times are subject to projects and availability of entrepreneur. Response times are target times and no rights can be derived from this.

Weblinks towards the digital channels of entrepreneur can be found on the website of ARCTIC LIME AudioVisual.

### 2.3 CoC-number

Entrepreneur is registered under number '85701319' at the Dutch Chamber of Commerce.

### 2.4 VAT-number

Entrepreneur is known under the following VAT number: NL004134441B80.

# **SECTION 3**

## **APPLICABILITY**

### **3.1 Applicability of Terms and Conditions**

The following terms and conditions are valid on all offers, quotations, work, contracts and agreements by entrepreneur; unless both parties have explicitly agreed otherwise and have created an additional written and signed agreement.

### **3.2 Availability and visibility of Terms and Conditions**

The terms and conditions set by entrepreneur are available free of charge on the website of ARCTIC LIME AudioVisual. The terms and conditions are available in both Dutch and English. A reference to the terms and conditions can be found on all quotations made by entrepreneur.

### **3.3 Deviation from Terms and Conditions**

Deviations from the terms and conditions set by entrepreneur are only valid whenever client and entrepreneur have agreed otherwise and have established a written agreement to do so.

# SECTION 4

## OFFERS

### 4.1 Validity of quotations

Unless notified in writing by the entrepreneur, quotations are valid for 14 days, commencing on the quotation date.

### 4.2 Expiration of quotations

After the expiry of the validity of an offer to the client, the offer made will lapse. The entrepreneur does not have to inform the client of this. It is not possible to derive any rights from information from an expired quotation, such as prices, activities and/or discounts.

### 4.3 Obligations of client concerning quotations

Unless notified in writing by the entrepreneur, quotations are without obligation. The client is under no circumstances obliged to purchase services from the entrepreneur after receipt of his offer.

### 4.4 Offer/Quotation obligation

The entrepreneur reserves the right to choose not to make an offer to the client.

### 4.5 Application to future assignments

An offer made is not automatically valid for a future assignment. This also applies to discounts received in the past.

### 4.6 Calculation of costs and working hours

The entrepreneur draws up his quotations based on an estimate of an hourly calculation in order to carry out the client's assignment as well as possible. The entrepreneur declares to do this in all reasonableness and according to his professional insight. Additional work, services digital/physical materials and working hours are **not** included in this quotation and will be added to the final invoice.

### 4.7 Additional Costs

So-called 'additional costs' are not included in the offers. Think of travel costs, accommodation costs, or costs that must be paid to external bodies and that are also determined by these parties, such as paying music rights to BUMA-STEMRA or extra costs for stock images. These are always added separately on the invoice.

### 4.8 Prices

Prices are specified on the pricelist of ARCTIC LIME AudioVisual, which is available free of charge on the website of entrepreneur. Prices are excluding 21% VAT.

# **SECTION 5**

## **AGREEMENTS**

### **5.1 Agreement**

An agreement between the client and the entrepreneur is only established when client accepts the quotation. The client can indicate this by printing the quotation, signing it, specifying his company function and returning it to entrepreneur through the e-mail address that is known to him.

### **5.2 Duration of agreement**

The agreement is entered into for a definite period of time, unless the nature of the assignment contradicts this or this has been established in writing between client and entrepreneur.

### **5.3 Changes in the agreement**

If during the execution of the agreement it appears that an amendment to the agreement is necessary for a proper execution of the assignment, the entrepreneur will inform the client of this in a timely manner. It is up to the client and the entrepreneur to proceed to the adjustment of the agreement in a timely manner and in consultation.

### **5.4 Execution of agreement**

Entrepreneur declares to perform the agreement according to his professional insight, knowledge, best ability and craftsmanship, as it should befit him as an audiovisual professional to properly perform the assignment. He will do this within the framework of the general terms and conditions of delivery, the available time frame and the contents of the quotation. The entrepreneur cannot guarantee the achievement of the intended result of the client.

### **5.5 Performance of work by third parties**

Entrepreneur is authorized to have certain activities performed by third parties. He is not obliged to inform client about this.

### **5.6 Delivery of required materials**

It is the responsibility of the client to ensure that the correct information, software, physical objects, files, activation keys, download links or other facilities are in the possession of the entrepreneur in a timely manner. This also applies to so-called facilities that the client should know are necessary for the proper execution of the agreement.

### **5.7 Failure of proper delivery specified in section 5.6**

If the required materials are not delivered on time or properly by the client, the entrepreneur reserves the right to suspend the execution of the agreement until the client complies with this. (continued..)

# **SECTION 5 AGREEMENTS**

## **5.7 Failure of proper delivery specified in section 5.6**

(continued...) In addition, the entrepreneur retains the right to charge the extra costs resulting from the delay to the client according to his usual rates.

## **5.8 Phase-based execution of agreement**

Entrepreneur has the right to execute the agreement in phases if he deems this necessary. If this is the case, the entrepreneur is entitled to invoice each separately performed part. If the agreement is executed in phases, the entrepreneur has the right to suspend activities that belong to the next phase until the client has approved the results of the preceding phases in writing.

# SECTION 6

## LIABILITY

### 6.1 Liability: 'best efforts obligation'

The entrepreneur's liability towards the client is limited to compliance with the contractual obligations that have been established in the agreement, and a so-called 'best efforts obligation' in which the entrepreneur makes every effort to perform as agreed upon. Under no circumstances can the client claim compensation from the entrepreneur other than non-compliance with the aforementioned obligation to make an effort. The Client is not entitled to claim any compensation other than in respect of non-compliance with the intended 'best efforts obligation'.

### 6.2 Liability: damages

The liability for any damage whatsoever, caused by attributable shortcomings on the part of the entrepreneur, is limited to the amount of the fee that the entrepreneur has received for its work in the context of that assignment.

### 6.3 Indirect damages

Entrepreneur is not responsible for indirect damage, such as consequential damage, loss of turnover, missed savings, business interruption or immaterial damage.

### 6.4 Liability period

If the entrepreneur is liable for any damage, the client must report this to the entrepreneur in writing within **ten days** after the incident. After this term, this liability for the entrepreneur lapses.

### 6.5 Third Party Indemnification

The client must hold the entrepreneur harmless and free from claims from third parties that are currently or directly or indirectly related to the work of the entrepreneur for the client. If the entrepreneur is approached by a third party, the client is expected to assist the entrepreneur both outside- and in court. All costs and damage on the part of the entrepreneur and its third parties are for the account and risk of the client.

### 6.6 'Transitional risks' upon delivery

Until the digital transfer and/or the process of delivering the final product to client, items that are the subject of the agreement are at the expense and risk of the entrepreneur. The risk of loss, damage or depreciation that are part of the agreement is transferred to the client at the time of transfer.



# **SECTION 6**

## **LIABILITY**

### **6.7 Confidentiality**

The entrepreneur will carefully keep all information and files that it receives from the client under a duty of confidentiality, unless the entrepreneur is obliged by law, a code of conduct or a professional code to share this information with others. The entrepreneur hereby declares to take all possible measures to protect the interests of the client.

### **6.8 Transport**

Entrepreneur cannot be held liable for damage or loss of items such as physical carriers, digital files, or other physical products or objects during transport or shipment by courier service or post. This does not matter whether the shipment is addressed to or sent by the client, entrepreneur or third parties.

# SECTION 7

## DELIVERY

### 7.1 Delivery

Delivery takes place whenever the item is made available to the client digitally or via a physical carrier. After this delivery, the risk passes to the client.

### 7.2 Means of delivery

Delivery takes place in the manner indicated by the entrepreneur, unless otherwise agreed.

### 7.3 Shipping costs

If shipping costs are due for final delivery of the item, such as when sending physical data carriers with files, these will be shown on the quotation. If shipping costs are relevant during the execution of the agreement, they will be added to the final invoice.

### 7.4 Delivery times

The delivery term of the item and related work will be carried out by a term specified by the entrepreneur. Delivery times that are communicated to the client in writing or by quotation are indicative and cannot be regarded as a strict deadline.

### 7.5 Notice of Default

If the delivery or execution period is exceeded, the client must give the entrepreneur a written notice of default. In doing so, he must still offer the entrepreneur a reasonable term to deliver the item or to proceed with the execution of the agreement.

### 7.6 Standard Delivery

Entrepreneur uses a standard delivery protocol for delivering files to the client. The delivery of files in these file formats is included in the price of the quotation.

**Video:** MP4, MOV (APR4444XQ), GIF

**Audio:** WAV, MP3, AIFF (-14LUFS of -23LUFS) in Stereo

**Text/Print:** PDF (non-certified)

**Photography:** JPG, PNG, GIF

**Motion Graphics:** MOV - APR4444XQ (incl alpha channels), GIF

If the client wishes to receive a file in a specific file format that is not described in the standard delivery or list of codecs, he is free to submit this request to the entrepreneur. Entrepreneur is entitled to charge costs for this, in line with his price list.

# **SECTION 7**

## **DELIVERY**

### **7.7 File formats outside of the standard delivery protocol**

For the delivery of file formats outside the standard delivery protocol of the entrepreneur and the delivery for platforms such as cinemas, streaming platforms and printers, the entrepreneur is entitled to charge additional costs which are stated on his price list.

This includes delivery (but not limited to) in the following formats: DPX, (Broadcast) MXF, IMF, DCP, Uncompressed Quicktime, TARGA, TIFF, EXR, DNXHD, certified PDFs, and 5.1/7.1 audio mixes.

### **7.8 Transport files / Project files**

Unless otherwise agreed between the client and the entrepreneur, the entrepreneur will not deliver so-called transport files and/or project files to the client, such as .pproj, .aep, .psd, .omf, .xml, .edl, .cdl and .aal files.

# SECTION 8

## PRICES

### 8.1 Prices

The entrepreneur's fee is based on the rates stated on his price list, and does not depend on the project basis.

### 8.2 Change of prices

If the entrepreneur agrees on a fixed fee, price or rate when concluding the agreement, then the entrepreneur remains entitled to increase his prices. If the entrepreneur intends to change the fee, the price or the rate, the client will notify this as soon as possible.

If the increase in the Fee, the price or the rate takes place within three months after the conclusion of the agreement, the Other Party may terminate the agreement by means of a written statement, unless:

- the increase arises from a power or an obligation resting on the entrepreneur under Dutch law;

- the increase is caused by an increase in the price of raw materials, wages, etc. or on other grounds that could not reasonably have been foreseen when the Agreement was entered into;

- the entrepreneur is still prepared to perform the agreement on the basis of the price that was originally agreed upon;

- it is stipulated that the execution will be carried out longer than three months after the conclusion of the agreement.

The client has the right to terminate the agreement if the fee, price or rate is increased after more than three months after the agreement has been originally concluded, unless the agreement specifically notes that execution of the agreement is postponed for longer than 3 months when it was originally created and signed.

The entrepreneur will inform the client as soon as possible in the event of an increase in prices and/or fees. Entrepreneur hereby also indicates a date when these new prices will be effective.

### 8.3 Currency

Prices are expressly expressed in euros, exclusive of VAT and other levies, unless indicated otherwise. Prices also exclude additional costs.

# **SECTION 8**

## **PRICES**

### **8.4 No set fee**

If no fee or rate has been agreed before the start of the assignment, the fee will be determined on the basis of the hours actually spent and the usual hourly rates and prices of the entrepreneur as specified in his price list.

# **SECTION 9**

## **PAYMENT**

### **9.1 Payment term**

Payment must be made within 14 days of the invoice date to the IBAN number provided by the entrepreneur, stating the invoice number.

### **9.2 Expiry of payment term**

After the payment term has expired, the statutory interest will be charged to the client, without notice of default being required from the entrepreneur.

### **9.3 Failure to meet payment obligation**

If the client does not comply with the payment obligation, the entrepreneur retains the right to charge all judicial, extrajudicial and collection costs incurred by the entrepreneur to client due to non-compliance with the payment obligation.

### **9.4 Counterclaims**

The client is not authorized to deduct any amount due from a counterclaim made by him.

### **9.5 Bankruptcy and suspension of payments**

In the event of bankruptcy, suspension of payments or being placed under guardianship, the claims of the entrepreneur and the obligations of the client towards the entrepreneur are immediately due and payable.

### **9.6 Currency**

Payment must be made in euros.

### **9.7 Transaction costs for payments from outside of the European Union**

If client resides outside of the European Union, it is possible that additional transaction costs will be charged to client by entrepreneur. Entrepreneur declares not to have any influence regarding the amount of these costs, as they are charged by the bank to entrepreneur and subsequently from entrepreneur to the client. If the situation arises of a so-called 'world payment', costs will be specified on the quotation. Client understands that the transaction costs on the quotation are subject to change and by no means final. The transaction costs on the final invoice are considered to be leading.

# SECTION 10 COMPLAINTS

## 10.1 Complaints

Complaints about the work performed must be reported to entrepreneur in writing by the client no later than **14 days** after delivery. The client must submit a description of the customer as detailed as possible to the entrepreneur and, if possible, substantiate this with documents so that the entrepreneur is able to respond appropriately to the client's complaint.

## 10.2 Courtesy of a justified complaint

If a justified complaint is granted, the entrepreneur has the right to choose from one of the following leniency options:

- improving the rejected work free of charge;

- performing the work again free of charge;

- adjustment of the fee charged;

- wholly/partially (no longer) performing the work against a proportional refund.

## 10.3 Payment obligation after submission of complaint

Submitting a complaint does not suspend the client's payment obligation.

# **SECTION 11**

## **TERMINATION**

### **11.1 Cooling-off period**

Every agreement has a cooling-off period of 24 hours. This means that the client has the option of unilaterally and free of charge to dissolve the agreement within 24 hours of returning a signed quotation.

### **11.2 Termination of agreement**

If the client does not, not fully, not timely or not properly fulfill an obligation under the agreement, the entrepreneur is entitled to dissolve the agreement with immediate effect, unless the shortcoming is of such minor significance that it does not justify the dissolution. Both parties can unilaterally terminate the agreement prematurely if one of them is of the opinion that the execution of the assignment can no longer take place in accordance with the agreement. This must be communicated to the other party with reasons and in writing.

The entrepreneur is authorized to dissolve the agreement with immediate effect if:

The entrepreneur has become aware of circumstances in which the entrepreneur may fear that the client will not fulfill the obligation;

Client has been requested to provide security for the payment of its obligations and this security is not forthcoming or is deemed insufficient;

Due to a delay on the part of the client, the entrepreneur can no longer be expected to fulfill the agreement under the original agreed conditions;

circumstances arise of such a nature that fulfillment of the agreement is impossible or that unaltered maintenance of the agreement cannot in all reasonableness be required of the entrepreneur;

The client is declared bankrupt, files a deferment of payment, is placed under guardianship, part or all of his property is seized or dies

### **11.3 Compensation upon termination of the agreement**

The entrepreneur is entitled to compensation based on the working hours, costs and additional costs incurred up to that point if the client dissolves the agreement.



# **SECTION 11**

## **TERMINATION**

### **11.4 Additional ways of termination for entrepreneur**

In addition to matters mentioned in paragraph 11.2, the entrepreneur may make use of his authority to prematurely terminate the agreement when circumstances or facts arise that are beyond his control or cannot be attributed to him, such as situations of force majeure and sudden impediment that prevent the completion of the agreement. of the assignment in all reasonableness.

### **11.5 Delivery time**

A missed delivery term or 'deadline' does not count as a valid reason to cancel the agreement.

### **11.6 Cancellation in case of late payment**

Entrepreneur reserves the right to terminate the agreement immediately in the event of late payment by the client. In this case, the entrepreneur retains the right to full payment.

### **11.7 Damages upon termination of contract**

Entrepreneur is not liable for any damage, compensation or costs suffered by client when he dissolves the agreement.

### **11.8 Due and payables**

When the agreement is dissolved, claims of the entrepreneur are immediately due and payable.

# **SECTION 12**

## **STORAGE AND BACKUPS**

### **12.1 Storage and backups of digital files**

As described in paragraph 6.6, the risk of digital files is transferred to the client upon delivery. Although the entrepreneur ensures the storage and backup of as many audiovisual files and projects as possible, this never counts as a backup guarantee. Entrepreneur is not obliged to save, backup or retain audiovisual files related to the project once the project has been completed.

A project is classified as completed when the entrepreneur has delivered the goods to the client, the invoice has been paid in full and the complaint period of 14 days has expired.

### **12.2 Storage of personal data**

Entrepreneur declares to only store personal and company data of entrepreneur that are required for the execution of the assignment, such as address details, e-mail addresses, Chamber of Commerce numbers and VAT numbers. Entrepreneur stores this data and maintains this data with the greatest possible care.

### **12.3 Storage of physical data carriers that belong to client**

The entrepreneur uses the greatest possible care in the correct storage and storage of physical data carriers that have been made available by the client. However, the entrepreneur cannot guarantee the operation of the data carriers and the prevention of data loss.

### **12.4 Return of data carriers**

After completion of the project, data carriers from the client will be returned to the client, unless the client indicates in writing that they do not wish to receive them back. If this is the case, the client hands over the ownership of these carriers to the entrepreneur. Under no circumstances it obliges the entrepreneur to keep and backup the data saved on the data carriers. If the shipping costs or courier costs are not stated in the quotation, the entrepreneur is entitled to charge them with the final invoice. See paragraph 6.8 for liability.

### **12.4 Loss of data**

Entrepreneur takes the greatest possible care in storing, backing up and maintaining digital audiovisual files during the course of the project. However, it cannot guarantee technical limitations/problems, or the irreversible loss of data. No rights or compensation can be derived from loss of data.

# **SECTION 13**

## **INTELLECTUAL PROPERTY**

### **13.1 Intellectual property**

Designs, sketches, materials created, ideas, concepts, interpretations, presentations, deliveries, video productions, animations, motion graphics, photography work, montages and all other work created by ARCTIC LIME AudioVisual are subject to the copyright of the entrepreneur. The copyright is in no way transferable to the client and remains formally and legally in the possession of the entrepreneur. If this copyright is infringed, or if this copyright is claimed as its own by the client, the client in question can be held legally liable for this.

Even after a concluded agreement between entrepreneur and client, this does not mean that copyright or direct rights of the entrepreneur's intellectual property can be transferred in any form, either partially or in full.

All goods delivered by the entrepreneur in the context of the agreement remain the property of ARCTIC LIME AudioVisual until the client has properly fulfilled and paid in full what he owes under the agreement. The amount owed also includes: the compensation of all costs and interest, also of earlier and later deliveries and services rendered, as well as claims for damages due to failure to perform.

As long as the ownership of the delivered goods has not passed to the client, the latter may not resell, pledge or in any other way encumber that which falls under the retention of title, except within the normal course of his/her business.

### **13.2 Use of gained knowledge**

Entrepreneur reserves the right to use the knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

### **13.3 Intellectual property during a third-party seizure**

If third parties seize goods delivered by entrepreneur to the client, or wish to establish or enforce rights thereon, the client is obliged to inform entrepreneur as soon as can reasonably be expected.

### **13.4 Copyright infringement**

Client indicates that he will refrain from infringing the copyright of entrepreneur.

# **SECTION 14**

## **FORCE MAJEURE**

### **14.1 Force Majeure**

A shortcoming cannot be attributed to the entrepreneur or client if the shortcoming is not due to his fault, law, legal act or generally accepted views. In this case, the parties are not obliged to fulfill the obligations specified in the agreement.

### **14.2 Definition of Force Majeure**

In these terms and conditions, a force majeure is understood to mean, in addition to what is understood in that area in law and jurisprudence, all external causes, foreseen or unforeseen, over which the entrepreneur has no influence and as a result of which the entrepreneur is unable to fulfill his obligations.

### **14.3 Force Majeure Situations**

Examples of force majeure situations include lockdown, fire, water damage, natural disasters, war, mobilization, unfriendly invasion, traffic obstructions, other external calamities, government restrictions, delays in the import of raw materials, machine parts or any other circumstance that the normal course of business of ARCTIC LIME AudioVisual is hindered as a result of fulfillment of the agreed upon under the agreement. The entrepreneur has the right to invoke force majeure if a circumstance that prevents (further) fulfillment of the agreement occurs after the entrepreneur should have fulfilled his obligation.

### **14.4 Suspension of agreement during Force Majeure**

Both parties can suspend obligations under the agreement in whole or in part during the period that the force majeure continues. If the period lasts longer than two months, both parties are entitled to dissolve the agreement with immediate effect, without judicial intervention, by means of written notification. Neither party can claim any compensation for suffered damages. .

### **14.5 Temporary Force Majeure situations**

If the force majeure is of a temporary nature, the entrepreneur reserves the right to suspend the agreed performance for the duration of the force majeure situation. If the force majeure situation continues, both parties are still entitled to dissolve the agreement extrajudicially.

# **SECTION 14**

## **FORCE MAJEURE**

### **14.6 Partial fulfillment in a force majeure situation**

If the entrepreneur has partially fulfilled his obligations at the time of the occurrence of the force majeure, the entrepreneur is entitled to invoice the part already fulfilled and the part to be fulfilled separately. The client is obliged to pay this invoice as if it were a separate agreement.

# **SECTION 15**

## **CHANGES**

### **15.1 Changes of terms and conditions**

Entrepreneur reserves the right to unilaterally change these general terms and conditions. These changes also apply to agreements already concluded. Entrepreneur will inform client once he is planning to change parts of the terms and conditions

### **15.2 Starting date of changes in terms and conditions**

Changes to the terms and conditions will be effective after 30 days.

### **15.3 Termination of agreement**

Client is entitled to dissolve the agreement if it does not agree with the announced changes. Entrepreneur retains the right to send an invoice to client based upon the costs made up to that point.

# **SECTION 16**

## **APPLIED LAW**

### **16.1 Dutch Law**

Dutch law applies exclusively to all legal relationships to which the entrepreneur is a party. This also applies when the agreement is performed entirely or abroad, or when the client is located or established abroad.

### **16.2 Vienna Sales Convention**

The applicability of the 1980 Vienna Sales Convention (CISG) is excluded.