

Terms and Conditions Kinsmen Collective B.V.

In these conditions:

Contractor: Kinsmen Collective B.V., represented in the person of B.L.P.W. from Gestel and B.W.P.J. van Gestel being Kinsmen Collective B.V..

Client: the person who, by signing a document or otherwise, has accepted the validity of these general terms and conditions.

General

Applicability

Art. 1. 1. These general terms and conditions apply to the content, creation and fulfillment of all agreements concluded with the Contractor and replace any earlier applicable and / or deposited general terms and conditions and / or between parties. Actual conditions. Provisions, in particular special ones, from which these general terms and conditions are waived, are only valid if they have been confirmed by the Contractor in writing (or by e-mail).

2. With due observance of the above, the applicability of any conditions applied by the Client is explicitly excluded.

3. In any case, these terms and conditions apply at all times in addition to what the parties have agreed.

Establishment of agreements

Art. 2. 1. All offers and quotations of the Contractor are without obligation even if they contain a term, unless expressly stated to the contrary.

2. An agreement is concluded after written confirmation by the Contractor, or after the execution of the agreement has commenced.

3. The Client shall be bound by a written confirmation from us if it fails to acknowledge the correctness of the content of such confirmation within 3 days of receiving it.

Completion term

Art. 3. 1. The terms of performance are only approximate, and therefore do not count as deadlines, so that the Contractor must be held in default if a term is exceeded.

2. The Contractor shall be entitled to adjust the terms of performance and / or to suspend the execution of the agreement if all data or goods required for the execution of the agreement have not been received by the Contractor on time; if the agreement is changed, or if other circumstances arising for the account of the Client give cause to do so.

Prices

Art. 4. 1. Unless otherwise agreed, the quoted or agreed prices are exclusive of B.T.W, insurance and any duties or taxes to be levied by the government.

2. Value reduction of Dutch currency as well as cost increases for Contractor that could not reasonably have been foreseen by Contractor, or cost increases as a result of government measures, give Contractor the right to change the agreed price accordingly.

3. In the event that an assignment is accepted for a fixed fee, the agreed price applies to the work agreed in the quotation / order confirmation. In the event of a change or extension of the work, which change or extension takes place at the request of the Client, or as a result of incorrect or incomplete provision of information by the Client, the agreed price shall be increased proportionally. A reduction of the agreed work at the request of the Client does not lead to a reduction of the agreed price, unless agreed otherwise in writing by the parties.

Intellectual property

Art. 5. 1. All property rights, including intellectual property rights and processing with regard to video productions or other goods manufactured or used by or on behalf of the Contractor under the Agreement, are vested in the Contractor.

2. After the Contractor has completed the work and the Client has fulfilled his payment obligation, the Client will be granted a personal, non-transferable right of use of the production / delivery produced within the framework of the agreement.

3. The Contractor has the right to use the result of the agreement, such as a video production delivered, for own (commercial) purposes, such as placement of the delivered on its website, placement on YouTube or placement in apps or partner websites unless otherwise agreed in writing.
4. The source files created by Contractor within the context of the assignment, consisting of Adobe After Effects documents, Adobe Illustrator documents, Adobe Premiere documents, Adobe InDesign documents, raw photography and video images, audio files, props and scale models remain the property of the Contractor. If agreed upon, there is a possibility that there may be a deviation regarding the Adobe Illustrator documents.

Liability

- Art. 6. 1. The Contractor does not accept any liability in the event of non-compliance, late delivery, incomplete or incorrect performance, regardless of the right of the Contractor, to still comply with what the Client has stipulated.
2. Liability for indirect or consequential damages is excluded.
 3. If it is established that the Contractor is liable for any damage, this liability is limited to the amount of the invoices. In the event that the Contractor does not appeal to the aforementioned, the liability shall in any case be limited to the amount paid by the insurer to the Contractor.
 4. The Contractor is not liable for the Client, to which the Client will be held vis-à-vis third parties, other than the direct liability of the Contractor towards the Client as arising from these conditions. The Client will release the Contractor in this matter.
 5. The exclusion or limitation of liability stated in the preceding paragraphs of this article also applies if the activities have been performed by third parties engaged by the Contractor.
 6. The Contractor is not liable for damage as a result of its work if such work has been performed on the basis of incorrect or incomplete information, which information has been provided by the Client.

Force Majeure

Art. 7. In the event of force majeure, the Contractor will be discharged from all its contract obligations towards the Client. Force majeure includes all circumstances that must reasonably be considered to impede the fulfillment and / or timely fulfillment of the obligations arising from an agreement, such as, but not exclusively; sickness or incapacity for work of the Contractor, measures taken by the government, obstructing or impeding compliance, non-fulfillment of our suppliers or at least non-fulfillment under the conditions agreed with the Contractor, death of first-degree family members of the Contractor, business ↯ disturbance; or other circumstances which render the normal business operations of the Contractor impossible or very difficult.

Payment

- Art. 8. 1. If no other term is mentioned, an invoice or claim will lapse 30 days after the invoice date or the otherwise stated term. The Client is deemed to be in default on the expiry of this period or the otherwise agreed period of legal notice, therefore without notice or notice of default.
2. If the Client has not paid within the term set in paragraph 1, the Contractor shall be entitled to charge interest from the due date, without prejudice to the Contractor's further rights. The interest is in accordance with that of the statutory (trade) interest. The percentage will be equal to that of the statutory (trade) interest, increased by 4.
 3. Every obligation on the part of the Client is immediately due and payable in case the Client requests a suspension of payment, is declared bankrupt, liquidates his company or (partly) transfers it to third parties, is placed under guardianship. or if his due attachment is claimed.
 4. Payments received by the Contractor shall first be deducted from the costs specified in the following article (judicial and extrajudicial costs), then on the interest due and finally on the longest claimable invoice or claim, even if the Client otherwise recommends gives.
 5. If compliance occurs in parts, each part can be invoiced separately by the Contractor.

Cost

Art. 9. Any costs, including debt collection, doorkeeping, insurance, legal and external property, are included, which are made by the Contractor in order to fulfill the obligations of the Client. to be settled are at the expense of the Client. The extrajudicial costs amount to 15% of the claim, with a minimum of € 150.00, for which no proof needs to be submitted, without prejudice to the Contractor's right to fulfillment and further compensation of the damage. . The costs are owed from the moment on which the claim is handed over, regardless of whether the Client is aware of this. In the event that a payment term is exceeded and the Client is summoned by the Contractor, Opdracht the Customer is entitled to charge € 10.00 administration costs.

Security dissolution and termination

Art. 10.1. The Contractor is entitled during the course of the agreement without further notice of default in the event of non-compliance, late delivery, incomplete or improper performance by the Client, or a well-founded fear of this, such as in case the Client applies for suspension of payments, in a state of bankruptcy, he is liquidated or (partially) transferred to third parties, placed under guardianship, or if his due attachment is imposed, the fulfillment of his obligations to be suspended, or to conclude the agreement by virtue of a single declaration and without judicial intervention, without prejudice to the Contractor's right to further compensation of the damage, or to demand security for timely compliance. If the Client defaults on any obligation, including the provision of security, all invoices and / or claims shall be immediately and immediately payable and the Contractor shall be entitled in addition to the suspension of its obligations, also to demand reasonable security for further fulfillment.

2. In the event that the assignment is terminated prematurely by the Client, the Client shall be obliged to reimburse all costs incurred by the Contractor in the context of the performance of the assignment. The Client must also pay the agreed fee to the Contractor. If the fee depends on the completion of the assignment, the Client will owe a part of that total fee, proportional to the part of the assignment that has been carried out, without prejudice to the Contractor's right to other damage or costs arising from the termination, such as loss of profit, to be recouped from the Client.

Chain clause

Art. 11. In the event of (partial) transfer and / or amendment of his business, the Client is obliged to impose these conditions on his successors and / or partners, failing which he remains liable to the Contractor for their negligence. .

Multiple parties

Art. 12. If an agreement is concluded between the Contractor on the one hand and two or more parties on the other, these parties are each liable for the full performance thereof.

Confidentiality

Art. 13. The Contractor undertakes to observe secrecy with regard to all data of the Client that he has received within the framework of the assignment, of which he knows or reasonably suspects that these are confidential. This confidentiality also applies after the termination of the assignment.

Legal force

Art. 14. The conditions set here remain in force if the contractor's business changes wholly or partly in name, legal form or ownership.

Applicable law

Art. 15. 1. Dutch law applies to all agreements to which these conditions apply.

2. In any case, the parties agree that if the place of performance of all contracts arising from these conditions and the agreements to which the conditions apply, the place of establishment of the Contractor shall apply.

3. The titles of the separate articles of these conditions are intended only as an aid and have no significance for the interpretation of those articles.

Disputes

Art. 16. All disputes between parties, including those regarded as such by one of the parties only, shall be settled by the competent court of the place of establishment of the Contractor, now being Tilburg, without prejudice to the Contractor's right to legally or by treaty competent judge.

Conversion

Art. 17. 1. If any of the terms and conditions mentioned in these terms and conditions, which are applicable to the Client, are declared null and void, this stipulation will be replaced by a valid stipulation that meets as much as possible the same effect. The validity of the other stipulations of these conditions remains unchanged.