

TRIP TO THE MOON FILMS

General Terms and Conditions

Article 1. General

1. These terms and conditions apply to all legal relationships between *Trip to The Moon Films V.O.F.* hereinafter "Trip to the Moon Films", and the Client (being the person or company that issued the assignment for work to, or the contractual counter-party of, Trip to the Moon Films), insofar as parties (Trip to the Moon Films and Client) have not explicitly and in writing deviated from these conditions.
2. If one or more provisions in these general terms and conditions are at any time wholly or partially invalid or should be declared void, then the other provisions in these general terms and conditions remain fully applicable. Trip to the Moon Films and the Client will then enter into consultation in order to agree new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and scope of the original provisions.
3. If a situation arises between the parties that is not regulated in these general terms and conditions, then this situation must be assessed in the spirit of these general terms and conditions.
4. Parties are obliged to maintain confidentiality with regard to confidential information obtained in the context of (the implementation of the) agreement, unless any statutory provision, regulation or other rule requires them to do so; if the information has already been revealed or is already accessible to third parties; whether one of the parties acts for itself in disciplinary, civil or criminal proceedings where this information may be of interest. Parties can grant each other an exemption in this regard. Information is considered confidential if this is communicated by the other party or if this results from the nature of the information.

Article 2. Offers and offers

1. All quotations and offers from Trip to the Moon Films are without obligation, unless a period for acceptance is stated in the quotation. If no acceptance period has been set, no rights whatsoever can be derived from the quotation or offer if the product to which the quotation or the offer relates is no longer available in the meantime.
2. Trip to the Moon Films cannot be held to its offers or offers if the Client can reasonably understand that the offers or offers, or a part thereof, contain an obvious mistake or error. In addition, an offer to enter into an Agreement by Trip to the Moon Films can be made both in writing and orally, and such is based on the information provided for that purpose by the Client, whereby Trip to the Moon Films can rely on its accuracy and completeness. In the event of proven inaccuracy or incompleteness thereof, the Client cannot derive any rights from an (accepted) quotation or offer.
3. The prices stated in a quotation or offer are exclusive of VAT and other government levies, unless stated otherwise.
4. If the acceptance (whether or not on minor points) deviates from the offer included in the offer or the offer, then Trip to the Moon Films is not bound by this. The agreement will then not be concluded in accordance with this deviating acceptance, unless Trip to the Moon Films indicates otherwise.
5. A compound quotation does not oblige Trip to the Moon Films to execute part of the assignment against a corresponding part of the stated price. Offers or quotations do not automatically apply to future orders.
6. Acceptance of an offer is made by the buyer transferring the first half of the total amount of the offer from Trip to the Moon films. Until that time there is no agreement yet.

Article 3. Contract duration; execution times, risk transfer, execution and modification agreement, increase of price

1. The agreement between Trip to the Moon Films and the Client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. If a period has been agreed or stated for the execution of certain activities or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the Client must therefore give Trip to the Moon Films written notice of default. Trip to the Moon Films must thereby be offered a reasonable period in which to execute the agreement.
3. Trip to the Moon Films has the right to have certain work done by third parties.
4. If work is carried out by Trip to the Moon Films or third parties engaged by Trip to the Moon Films in the context of the assignment at the location of the Client or at a location designated by the Client, the Client will provide care free of charge for those employees reasonably required facilities.

5. All services of Trip to the Moon Films are performed on the basis of a best efforts obligation unless and insofar as Trip to the Moon Films has explicitly promised a result in the agreement and the result in question has also been described with sufficient certainty.
6. The Client ensures that all data which Trip to the Moon Films indicates to be necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, will be provided to Trip to the Moon Films in a timely manner. If the information required for the implementation of the agreement has not been provided to Trip to the Moon Films in time, Trip to the Moon Films has the right to suspend the implementation of the agreement and / or the additional costs resulting from the delay in accordance with the then charge the usual rates to the Client. The execution period does not start until after the Client has made the data available to Trip to the Moon Films. Trip to the Moon Films is not liable for damages of any nature whatsoever if this due to incorrect and / or incomplete information provided by the Client.
7. If during the execution of the agreement it appears that for a proper implementation thereof it is necessary to change or supplement it, then the parties will proceed to adjust the agreement in a timely manner and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or instruction of the Client, of the competent authorities, etc., is changed and the agreement is thereby amended in qualitative and / or quantitative terms, this may have consequences for what was originally agreed. As a result, the originally agreed amount can also be increased or decreased. Trip to the Moon Films will provide a quotation in advance. In addition, the originally specified term of implementation can be changed by changing the agreement. The Client accepts the possibility of altering the agreement, including the change in price and execution time.
8. If the Client should fail to properly comply with what it is obliged to Trip to the Moon Films, then the Client is liable for all damages that result on the part of Trip to the Moon Films - directly or indirect - inadequate performance has arisen on the side of the Client.

Article 4. Suspension, dissolution and early termination of the agreement

1. Trip to the Moon Films is entitled to suspend compliance with the obligations or to terminate the agreement if the Client does not fully or timely fulfill the obligations that arise from the agreement, after the conclusion of the agreement Trip to the Moon Films come to light on circumstances that give good reason to fear that the Client will not fulfill its obligations if, at the conclusion of the agreement, the Client was requested to provide security for the fulfillment of its obligations under the agreement and this security is not provided or is insufficient or if, due to the delay on the part of the Client, Trip to the Moon Films can no longer be required to comply with the agreement under the originally agreed conditions.
2. Trip to the Moon Films is also entitled to terminate the agreement if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or if circumstances otherwise arise that are of such a nature that the unaltered maintenance of the agreement is reasonable Trip to the Moon Films cannot be required.
3. If the agreement is dissolved, the claims of Trip to the Moon Films on the Client are immediately claimable. If Trip to the Moon Films suspends compliance with its obligations, it will retain its rights under the law and agreement.
4. If Trip to the Moon Films proceeds to suspension or dissolution, it is in no way obliged to compensate damage and costs arising in any way.
5. If the termination is attributable to the Client, Trip to the Moon Films is entitled to compensation for the damage, including the costs, arising directly and indirectly as a result.
6. If the Client fails to fulfill its obligations arising from the agreement and this non-compliance justifies dissolution, then Trip to the Moon Films is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensatio, while the Client, by virtue of default, is required to compensate.
7. If the agreement is prematurely canceled by Trip to the Moon Films, Trip to the Moon Films will arrange for the transfer of work still to be performed to third parties in consultation with the Client. Unless the cancellation is attributable to the Client. If the transfer of the work entails additional costs for Trip to the Moon Films, these will be charged to the Client. The Client is obliged to pay these costs within the specified period, unless Trip to the Moon Films indicates otherwise.

Article 5. Force majeure

1. Trip to the Moon Films is not obliged to fulfill any obligation towards the Client if he is prevented from doing so as a result of a circumstance that is not due to fault, and neither by law.
2. Force majeure is understood in these general terms and conditions, in addition to what is understood in this regard by law and case law, all of external causes, foreseen or unforeseen, over which Trip to the Moon Films cannot exercise influence, but as a result of which Trip to the Moon Films is unable to meet its obligations.
3. Trip to the Moon Films can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to terminate the agreement, without obligation to compensate damage to the other party.
4. If Trip to the Moon Films, at the time of the occurrence of force majeure, has fulfilled part of its obligations under the agreement or is able to fulfil them, and the part fulfilled or to be fulfilled will have independent value, Trip to the Moon Films entitled to invoice the part that has already been fulfilled or is to be fulfilled separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 6. Payment and collection costs

1. Payment must always be made for half the total amount per order including VAT prior to the first production day. The payment of the remaining amount must be made after delivery by Trip to the Moon Films within 15 days after the invoice date. Payment must be made in a manner to be indicated by Trip to the Moon Films in the currency of the invoice, unless otherwise indicated in writing by Trip to the Moon Films. Trip to the Moon Films is also entitled to send invoices periodically.

2. If the Client fails to pay an invoice on time, the Client is legally in default. The Client will then owe an interest of 5% per month, unless the legal interest is higher, in which case the legal interest is due. The interest on the claimable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due.
3. Trip to the Moon Films has the right to have the payments made by the Client go first of all to reduce the costs, then to reduce the interest still due and finally to reduce the principal sum and the current interest. Trip to the Moon Films can, without being in default as a result, refuse an offer for payment if the Client designates a different order for the allocation of the payment. Trip to the Moon Films can refuse full repayment of the principal, if the outstanding and current interest and collection costs are not paid.
4. The Client is never entitled to set off what it owes Trip to the Moon Films. Objections to the amount of an invoice do not suspend the payment obligation. The Client who does not appeal to section 6.5.3 (articles 231 up to and including 247, book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.
5. If the Client makes Trip to the Moon Films impossible during its performance of the best efforts obligation or if it hinders Trip to the Moon Films in full compliance with the agreement (albeit by not offering necessary cooperation in the completion of the best efforts obligation as shown) in Article 8.6 of these general terms and conditions, albeit at an earlier moment after the conclusion of the agreement) then Trip to the Moon Films is entitled to claim payment as if the effort had been fully completed.

Article 7. Retention of title

1. The products supplied by Trip to the Moon Films in the context of the agreement remain the property of Trip to the Moon Films until the Client has properly fulfilled all obligations arising from the agreement (s) concluded with Trip to the Moon Films.
2. The goods supplied by Trip to the Moon Films that fall under the retention of title pursuant to paragraph 1. may not be resold and may never be used as a means of payment. The Client is not authorised to pledge or encumber the property subject to retention of title in any other way.

Article 8. Guarantees, research and complaints, limitation period, correction rounds

1. The goods to be delivered by Trip to the Moon Films meet the usual requirements and standards that can reasonably be imposed on them at the time of delivery and for which they are intended for normal use in the Netherlands.
2. The Client is obliged to investigate or have investigated the (film) delivered, immediately when the goods are made available to him or the relevant work has been carried out. In addition, the Client should investigate whether the quality and / or quantity of the delivery corresponds to what has been agreed and meets the requirements that the parties have agreed in this regard. Any visible defects must be reported in writing to Trip to the Moon Films within seven days after delivery. Any invisible defects must be reported to Trip to the Moon Films in writing immediately, but in any case no later than fourteen days after discovery thereof. The report must contain a description of the defect that is as detailed as possible, so that Trip to the Moon Films is able to respond adequately. The Client must give Trip to the Moon Films the opportunity to investigate a complaint and to have it repaired.
3. If the Client complains in time, this does not suspend its payment obligation. In that case, the Client also remains obliged to purchase and pay for the otherwise ordered items and what they have ordered Trip to the Moon Films to do.
4. If a defect is reported later, the Client no longer has the right to repair, replacement or compensation. After the warranty period, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Client.
5. If it is established that an item is defective and a timely complaint has been made in that regard, then Trip to the Moon Films will return the defective item within a reasonable period of time after receipt thereof or, if return is not reasonably possible, written notification of the defect by the Client, at the option of Trip to the Moon Films, replace or arrange for their repair or replacement fee to the Client. In the event of replacement, the Client is obliged to return the replaced item to Trip to the Moon Films and to transfer ownership thereof to Trip to the Moon Films, unless Trip to the Moon Films indicates otherwise.
6. Apart from any visible / invisible defects, the Client has the right to have a substantive correction to the delivered film (s) twice within 30 days after delivery by Trip to the Moon Films. After these 30 days, or two corrections made, the right to corrections expires for the Client and Trip to the Moon Films can claim payment in connection with Article 6.5 of these general terms and conditions.

Article 9. Liability

1. If Trip to the Moon Films should be liable, then this liability is limited to the provisions of this provision.
2. Trip to the Moon Films is not liable for damage of whatever nature caused by Trip to the Moon Films based on incorrect and / or incomplete data provided by or on behalf of the Client.
3. The liability of Trip to the Moon Films is in any case always limited to the amount paid out by its insurer, if insured, as appropriate.
4. Trip to the Moon Films is only liable for direct damage.
5. Direct damage is exclusively understood to mean the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to compensate for the poor performance of Trip to the Moon Films to allow the Moon Films to comply with the agreement, insofar as they can be attributed to Trip to the Moon Films and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these terms and conditions. Trip to the Moon Films is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption.
6. Trip to the Moon Films will store the goods entrusted to it by the Client in the context of compliance with the agreement with the care of a good depositary. Trip to the Moon Films is not, however, liable for damage to the entrusted goods and storage of files. Trip to the Moon Films is not responsible for the loss of film images or other works due to unforeseen circumstances, including but not limited to computer crashes, fire, burglary
7. The limitations of liability included in this article do not apply if the damage is due due to intent or gross negligence of Trip to the Moon Films.

Article 10. Disclaimer

1. The Customer indemnifies Trip to the Moon Films for any claims of third parties in connection with the execution of the damage suffered and whose cause other one than to Trip to the Moon Films is attributable. If Trip to the Moon Films could be sued by third parties on that basis, then the Client is obliged to assist Trip to the Moon Films both outside and in court and immediately do everything that may be expected of it in that case. If the Client fails to take adequate measures, Trip to the Moon Films is entitled to do so itself without notice of default. All costs and damage on the part of Trip to the Moon Films and third parties that arise as a result, are entirely for the account and risk of the Client.

Article 11. Intellectual property

1. Trip to the Moon Films reserves the rights and powers that accrue to it under the Copyright Act and other intellectual laws and regulations. Concepts, (video) productions, illustrations, (test) designs and the like remain with Trip to the Moon Films. These may therefore not be reproduced, reproduced or edited without written permission from Trip to the Moon Films.

2. Trip to the Moon Films has the right to use the knowledge and image material it has increased as a result of the implementation of an agreement for other purposes, including promotional purposes, insofar as no strictly confidential information from the Client is hereby disclosed to third parties.

3. Trip to the Moon Films remains the owner of the raw footage that is used to make the final films unless otherwise agreed with the Client .

Article 12. Storage

1. Trip to the Moon Films is no longer responsible for the storage of the image material after the delivery of the image material. After delivery of the item as stipulated in the agreement, the Client can not make any claim to any delivery by Trip to the Moon Films.

Article 13. Applicable law and disputes

1. All legal relationships to which Trip to the Moon Films is a party are exclusively governed by Dutch law, even if an obligation is fully or partially implemented abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

2. The judge in the place of business of Trip to the Moon Films is exclusively authorised to take cognisance of disputes, unless the law prescribes otherwise. Nevertheless, Trip to the Moon Films has the right to submit the dispute to the competent court according to the law.

3. Parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.