

## Terms and conditions Big Orange - The Audio Agency

### Art. 1 Definitions.

In the context of these Terms & Conditions the term Producer refers to Big Orange , User of these Terms & Conditions;  
Client: The Other Party to the User.

### Art. 2 Application.

- a. These terms and conditions are applicable to every offer and every contract between the producer and the client whereby the producer has declared these terms and conditions to be applicable, insofar as both parties have not expressly and in writing deviated from these terms and conditions.
- b. These conditions also apply to all contractual agreements with the producer, which require the involvement of third parties.

### Art. 3 Offers.

All offers quoted by the producer are non-binding, valid for 30 days and exclude VAT, unless otherwise specified in the quote.

### Art. 4 Contractual agreement

The producer will draw up a written contractual agreement in which the work to be done, the execution period and the financial aspects are to be defined. This will be sent to the client for their signature. If, at the time of drafting the agreement, there are certain facets that are not yet clear or known, a supplementary agreement will be submitted at the time that these facets are known or clear.  
Pending the signing of this agreement by the client, the producer is not obligated to deliver any of the work. Assignments are carried out exclusively for the benefit of the client and not for the benefit of third parties. Third parties do not have any legal claims on the (results of the) work undertaken.

### Art. 5 Execution.

The producer shall carry out their work to the best of their insight and ability. The producer has the right, if deemed necessary, to have certain activities carried out by third parties. The client is responsible for the correct and timely provision of all information, which the producer deems essential or for what the client should in all fairness understand that these are required for carrying out the agreed work. If this does not transpire, the producer has the right to postpone the delivery date and is not liable for any damage resulting from this.

### Art. 6 Execution period.

The client shall ensure that the execution period (deadline) is communicated in writing to the producer.  
The client will endeavour to complete the contracted work within that execution period. If the deadline is exceeded, the producer will inform the client in writing and the producer is not liable for any damages resulting from the missed deadline.

### Art. 7 Amendment of the agreement.

If it proves necessary to change or supplement the work, the parties will amend the agreement in due time and in mutual consultation. If changes have consequences in terms of time, budget and/or quality, the producer will inform the client of this in good time. When any amendments are the result of circumstances that can be ascribed to the producer, no further costs will be charged.

### Art. 8 Promotional purposes.

The producer may at all times use the completed production for promotional purposes.

### Art. 9 Non-disclosure agreement

Both parties are obligated to treat as confidential all confidential information in relation to their contractual agreement that they have acquired from each other or from any other source. Information is considered confidential if this has been indicated by the other party or if this arises from the nature of the information.

### Art. 10 Raw material and final production.

The recorded audio material that may or may not be used in the final product remains the property and in the custody of the producer. The producer will notify the client where the raw material will be stored if requested. The producer remains at all times the owner of all temporary versions and of the final version of the or/and audio. An (eventually) exclusive agreement will be agreed upon with the client as to how the client is allowed to use the final material in terms of duration of use, range of media and availability/access. Furthermore, the producer retains the rights and privileges afforded to them under the Copyright Act. The client must inform him/herself beforehand of the conditions set and to be set by the Stichting BUMA/STEMRA (BUMA/STEMRA Foundation) copyright organisation and the affiliated Stichting Sena (Sena Foundation) the rights organisation with regard to the publication and reproduction of audio and/or video media.

### Art. 11 BUMA/STEMRA.

The Producer is entitled to a remuneration for each full or partial publication of the commissioned material, to be determined and collected via Buma/Stemra. In that basis, the client obligates themselves to register this material with BUMA STEMRA after delivery of the material, whereby the names of the composers and performers shall be cited, namely: Jos Jansen, Vincent de Koning and Ad van Dongen. The client is responsible for the proper handling of the specified titles and correct lengths of the al work used and shall also inform the producer of the actual use of the material (amounts and medium). The client is responsible for stating the accurate quantities of copies or releases. The client shall inform the producer of any new activity with regard to publication or reproduction (such as printing or re-use of al pieces) of the contracted work, and the client shall be responsible for providing a correct statement to BUMA STEMRA.

### Art. 12 Liability.

Producer is only held liable for damage which is the direct and demonstrable

consequence of a failing attributable to the producer. If the producer is liable, then that liability is limited as follows:

- a. Insofar as covered by the insurance, said liability shall be limited to the amount of the payment issued by the insurer.
- b. If the insurer does not make a disbursement or the damage is not covered by the insurance, the producer's liability shall be limited to the invoice value of the contract, or at least to that portion of the contract that the liability concerns.
- c. The producer is not ever liable for consequential damages.

### Art. 13 Force majeure.

- a. Force majeure is defined in the terms and conditions herein, in addition to what is understood thereon with regard to law and jurisprudence, all external causes, foreseen or unforeseen, on which the producer cannot exert any influence, yet which prevents the producer from being able to fulfil their obligations. Strikes within the company of the producer are thereby included.
- b. The producer also has the right to claim a case of force majeure, if the circumstances impeding (further) compliance, occurs after the producer should have fulfilled their obligations.
- c. If the producer can already partially fulfil their obligations at the onset of said force majeure, they are entitled to separately invoice the already performed or executable part and the customer is obliged to pay this invoice as if it were a separate contract.

### Art. 14 Termination of the contract.

If the client decides not to complete the production, they may terminate the contract by providing reasons in writing to the producer, after which:  
a. The producer ceases all expenditure and obligations relating to the production; b. The producer provides an itemised statement of all expenditure up to the moment of termination of the production, as well as any costs arising from any allocated resources and time set aside by the producer for implementation of the production that can no longer be exercised elsewhere. C. The Client shall pay the aforementioned amount in full, together with the predetermined percentage of profits.

### Art. 15 Payment.

Payment must be made within 14 days after the invoice date in the manner stipulated by the producer within the signed contractual agreement and in the currency in which the invoice was issued. If no payment has been received after 14 days, a reminder will be sent by the producer with a revised payment term of 14 days. If no payment is received after this period, a 5% administration fee will be charged. The client is not entitled to use the commissioned products completed by the producer if the invoice has not yet been paid in full.

### Art. 16 Insolvency and liquidation.

Both parties are entitled to terminate the contract if the other party is declared bankrupt or in case of suspension of payment or in case of liquidation.

### Art. 17 Disputes.

The court in the domicile of the producer is solely authorised to settle disputes, unless the sub-district court is deemed authorised. Nevertheless, the producer has the right to summon the other party to appear before a legally authorised court.  
Any contractual agreement between the producer and the customer is subject to Dutch law.

These terms and conditions are deemed to have also been stipulated on behalf of the partners, subcontractors and personnel of Big Orange VOF. Contracts are deemed to have been given exclusively to Big Orange VOF. The provisions of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code are excluded. The respective partners of Big Orange VOF are not personally bound by nor responsible for a contract, regardless of whether the contract was awarded in view of a performance by a specific person.

Big Orange VOF is registered under the Dutch Chamber of Commerce with number: 30 16 17 14

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