

CINEDANS GENERAL TERMS AND CONDITIONS

Definitions

1. Cinedans: Stichting Cinedans, established in Amsterdam The Netherlands, Chamber of Commerce # 34181538 - VAT # 8113 62 838-B01
2. Customer: the person with whom Cinedans has entered into an agreement.
3. Parties: Cinedans and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Cinedans.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Prices

1. All prices used by Cinedans are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Cinedans is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. Increases in the cost prices of products or parts thereof, which Cinedans could not foresee at the time of making an offer or the conclusion of the agreement, may give rise to price increases.
4. The consumer has the right to terminate an agreement as a result of a price increase as referred to in paragraph 3, unless the increase is the result of statutory regulation.

Right of recovery of goods

1. As soon as the customer is in default, Cinedans is entitled to invoke the right of recovery with regard to the unpaid products delivered to the customer.
2. Cinedans invokes the right of recovery by means of a written or electronic announcement.
3. As soon as the customer has been informed of the claimed right of recovery, the customer must immediately return the products concerned to Cinedans, unless the parties agree to make other arrangements about this.
4. The costs for the collection or return of the products are at the expense of the customer.

Right of cancellation

1. A consumer may cancel an online purchase during a cooling-off period of 14 days without giving any reason, provided that the product has not been used.
2. The reflection period of 14 days as referred to in paragraph 1 commences:
 - as soon as the consumer has purchased a service for the first time
 - as soon as the consumer has confirmed the purchase of digital content via the internet
3. The consumer can notify his right of cancellation via info@cinedans.nl
4. The consumer is obliged to return the product to Cinedans within 14 days after the notification of his right of cancellation, after which period his right of cancellation will lapse.
5. The costs for return are due Cinedans if the complete order is returned.
6. If the purchase costs and any other costs (such as shipping and return costs) are eligible for reimbursement according to the law. Cinedans will refund these costs to the consumer within 14 days of receipt of the timely appeal to the right of withdrawal, provided that the consumer has returned the product to Cinedans in time.

Suspension of obligations by the customer

1. The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Right of retention

1. Cinedans can appeal to his right of retention of title and in that case retain the products sold by Cinedans to the customer until the customer has paid all outstanding invoices with regard to Cinedans, unless the customer has provided sufficient security for these payments.
2. The right of retention of title also applies on the basis of previous agreements from which the customer still owes payments to Cinedans.
3. Cinedans is never liable for any damage that the customer may suffer as a result of using his right of retention of title.

Settlement

1. The customer waives his right to settle any debt to Cinedans with any claim on Cinedans.

Retention of title

1. Cinedans remains the owner of all delivered products until the customer has fully complied with all its payment obligations with regard to Cinedans under whatever agreement with Cinedans including of claims regarding the shortcomings in the performance.
2. Until then, Cinedans can invoke its retention of title and take back the goods.
3. Before the property is transferred to the customer, the customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If Cinedans invokes its retention of title, the agreement will be dissolved and Cinedans has the right to claim compensation, lost profits and interest.

Indemnity

1. The customer indemnifies Cinedans against all third-party claims that are related to the products and/or services supplied by Cinedans.

Complaints

1. The customer must examine a product or service provided by Cinedans as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Cinedans of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform Cinedans of this within two months after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Cinedans is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Cinedans being forced to perform other work than has been agreed.

Giving notice

1. The customer must provide any notice of default to Cinedans in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Cinedans (in time).

Joint and several Client liabilities

1. If Cinedans enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Cinedans under that agreement.

Liability of Cinedans

1. Cinedans is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Cinedans is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Cinedans is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.

4. If Cinedans is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

1. Every right of the customer to compensation from Cinedans shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if Cinedans imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Cinedans is not permanent or temporarily impossible, dissolution can only take place after Cinedans is in default.
3. Cinedans has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Cinedans good grounds to fear that the customer will not be able to fulfill his obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Cinedans in the fulfillment of any obligation to the customer cannot be attributed to Cinedans in any situation independent of the will of Cinedans, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Cinedans.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Cinedans cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Cinedans can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Cinedans does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Modification of the agreement

1. If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. Cinedans is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Cinedans with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. The customer cannot transfer its rights deferring from an agreement with Cinedans to third parties without the prior written consent of Cinedans.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Cinedans had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district Amsterdam where Cinedans is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

Drawn up on 26 January 2021