



## GENERAL TERMS AND CONDITIONS

of the Netherlands Society of Cinematographers

### **Article 1** Scope of application

- 1.1. These terms and conditions shall apply to all offers, agreements, including any services arising from agreements and all obligations between (a company of) a Director of Photography, hereinafter D.o.P., and a client (hereinafter "other party").
- 1.2. The Explanatory Note belonging to these General Terms and Condition together with the Confirmation of the Assignment form an integral part of the rights and obligations agreed upon between parties.
- 1.3. Derogations from these General Terms and Conditions shall only take effect if explicitly agreed upon in writing between the D.o.P. and the other party.
- 1.4. Any terms and conditions used by the other party shall not apply, unless explicitly acknowledged in writing by the D.o.P.

### **Article 2** Offers

- 2.1. All offers from the D.o.P. are without engagement or obligation.
- 2.2. The D.o.P. reserves the right to refuse assignments without stating reasons.

### **Article 3** Formation and content of the agreement

- 3.1. An agreement shall not take effect until the D.o.P. has confirmed in writing an Option granted by him or an assignment, or a contract proposal of the other party or until the D.o.P. has actually started carrying out the work involved.
- 3.2. In the event of a confirmation by the D.o.P. that deviates from the assignment, the content of the confirmation shall be binding on the other party, unless the other party, within eight days of the date of sending the confirmation, has informed the D.o.P. in writing of the demonstrable incorrectness.
- 3.3. If the level of the fee has not been laid down in writing, at least his normal fee shall apply, to be increased by the costs incurred by the D.o.P.
- 3.4. The prices listed in the offer of the D.o.P. are exclusive of VAT and costs, unless otherwise stated.
- 3.5. In the event of a demonstrable rise in costs not foreseen at the time of the quotation on which the D.o.P. has no influence, the D.o.P. has the right to pass on these costs to the other party.

### **Article 4** Modifications to the agreement

- 4.1. No modifications to the agreement shall be valid unless confirmed and acknowledged in writing by the D.o.P.



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### **Article 5 Working hours and Overtime pay**

- 5.1. A Shooting Day shall be subject to a maximum of 10 hours excluding and 12 hours including travelling times and lunch breaks. If the number of hours worked (including travelling and breaks) exceeds 14 hours, the D.o.P. has the right to cease work. If he renders his assistance, these extra hours may be counted as a full (additional) Shooting Day.
- 5.2. For extraordinary working hours including nightshifts, weekends or public holidays, the D.o.P. may charge a surcharge which the other party shall be obliged to pay.

### **Article 6 Preparation and travelling**

- 6.1. The number of preparation days required to fulfil an assignment shall at least amount to half of the number of Shooting Days.
- 6.2. The fee payable for a preparation day is at least 50% of the fee for a Shooting Day.
- 6.3. Travelling days shall be charged as Shooting Days. Travelling and accommodation facilities of the D.o.P. shall be at least equal to those of the director.

### **Article 7 Finishing and fee**

- 7.1. The D.o.P. has the right to guide the finishing process for each of the carriers aimed for distribution. The fee for this work shall amount to at least 50% of the fee for a shooting day.

### **Article 8 Payment**

- 8.1. Invoices sent by the D.o.P. shall be paid by the other party within fourteen days of the invoice date.
- 8.2. The D.o.P. has the right to send an advance payment invoice up to 50% of the agreed fee.
- 8.3. Paid advances will be set off against the final invoice drawn up by the D.o.P.
- 8.4. Each payment by the other party is to be effected without any deduction, settlement or postponement.
- 8.5. If the other party has not effected payment by the day referred to in the first section, he shall be in default without any demand or notice of default being required. Statutory interest shall become due as of that date.
- 8.6. Extrajudicial collection costs are payable by the other party in each and any case whereby the D.o.P. has taken out insurance for assistance to be rendered by a third party in respect of the collection. The extrajudicial collection costs shall at least amount to 15% of the principal subject to a minimum of 500 EUR.



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### **Article 9 Liability**

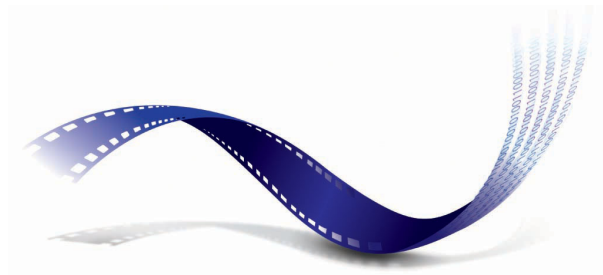
- 9.1. The D.o.P. is, except in case of direct damage caused intentionally by or resulting from gross negligence on the part of the D.o.P., never liable for damage suffered by the other party, by his personnel and/or by third parties, irrespective of the nature therefore, resulting from or in relation to any failure to comply with an agreement or resulting from any unlawful act.
- 9.2. Solely if the exclusion of liability in a specific case is considered unreasonably onerous in regard of the other party and declared void or otherwise inapplicable, the stipulations laid down in sections 3 to 5 below shall apply.
- 9.3. The liability of the D.o.P. is limited to maximally the amount of the fee received or to be received by the D.o.P. for the assignment.
- 9.4. In the event of an agreement with a term of more than three months, the maximum amount of liability shall be the amount payable or paid to the D.o.P. over the three months preceding the act that caused the damage involved.
- 9.5. Liability shall always be limited to the damage directly suffered by the other party.
- 9.6. Except for cases involving intent or gross negligence on the part of the D.o.P., the other party shall be liable for all damage inflicted on persons or the property of the D.o.P. that has occurred due to or during the fulfilment of the assignment.
- 9.7. The other party undertakes to take out adequate third-party insurance and present on demand the policy of such insurance to the D.o.P. for the purpose of inspection.
- 9.8. The other party shall be liable for any damage, direct and indirect damage or consequential damage suffered by the D.o.P. If adequate insurance within the meaning of Article 9.7. is lacking, the managers or persons in charge of the other party's company shall be jointly and severally liable for this damage.

### **Article 10 Indemnification**

- 10.1. The other party shall indemnify the D.o.P. fully and unconditionally against all possible claims of third parties in respect of compensation for damage having occurred due to or during the fulfilment of the agreement.

### **Article 11 Suspension**

- 11.1. In the event that the other party is in default, the D.o.P. has the right to suspend the fulfilment of the work without prejudice to his other powers under the law and/or in accordance with these terms and conditions.
- 11.2. If the D.o.P. has any reason to doubt the lawfulness of the fulfilment of an assignment, he has the right to suspend the fulfilment of his obligations until the other party has sufficiently demonstrated to the satisfaction of the D.o.P. that such fulfilment is in compliance with the law.



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### **Article 12 Termination (cancellation provisions)**

- 12.1. Until an agreement enters into force, either party may cancel it with immediate effect or refrain from cooperating without becoming liable for damages in respect of each other.
- 12.2. The D.o.P. has the right to cancel an agreement without any further requirements and/or liabilities until three days before the actual commencement of the work. In case of a long-term assignment (seven days or more), this term is at least fourteen days.
- 12.3. If the D.o.P. cancels an agreement at a later date and, in his reasonable discretion, offers adequate replacement thereof, this shall also be considered rightful and he shall not be liable for damage suffered by the other party.
- 12.4. If the D.o.P. at any moment after the agreement has taken effect, receives information which in his reasonable discretion has drastically changed the character of the agreement as appears from the confirmation of the assignment, the D.o.P. has the right to immediately cancel the agreement without further requirements and liabilities.
- 12.5. The other party has the right to cancel the agreement subject to the following conditions:
  - a. For cancellation by the other party of agreements of less than six days, 50% of the fee is payable up to 96 hours before actual commencement of the work. For later cancellations 100% of the fee is payable.
  - b. For cancellation by the other party of agreements of six days or more, 100% of the fee is payable. However, if such cancellation is made before the work has commenced, the D.o.P. may reduce his entitlement taking account of the time of cancellation and the number of days covered by the agreement.
- 12.6. The costs incurred by the D.o.P. up to the time of cancellation are fully payable and as a result of the cancellation immediately claimable together with the fee.
- 12.7. Rightful cancellation by the other party does not prejudice any possible liability of whatever nature.

### **Article 13 Termination**

- 13.1. Without prejudice to the other rights of the D.o.P. in accordance with these general terms and conditions or under the law, the D.o.P. may set aside an agreement without court intervention and without notice of default when:
  - a. An application for bankruptcy of the other party has been filed or the other party has applied for a moratorium;
  - b. The other party has lost its powers in respect of its property or relevant parts thereof, through seizure or otherwise; or
  - c. The D.o.P. has reasonable suspicion that the other party is unable or not timely able to duly meet its obligations.



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13.2. As a result of the termination the claims of the D.o.P. shall become immediately due and payable. Without prejudice to the other party's remaining obligations arising from this agreement, the other party must pay to the D.o.P. the whole amount due, to be increased by the amount of interest statutorily accrued as from the time of termination of the agreement.

### **Article 14 Copyright, credits**

14.1. The other party shall acquire, subject to the correct satisfaction of its obligations under this agreement, by means of the Confirmation of the Assignment, the exclusive right to the exploitation rights of the Filmed Material.

14.2. The other party warrants that the D.o.P. will be mentioned as such on all duplications of the filmed material and in all related publicity materials, unless the D.o.P. declares in writing not to appreciate any such mentioning. This mentioning shall be made prominently and immediately following and equal to the scenario and directing credits.

### **Article 15 Proof**

15.1. The administrative records (whether or not electronically) kept by the D.o.P. shall furnish full proof of the claims made by the D.o.P., subject to written proof to the contrary.

### **Article 16 Applicable law and disputes**

16.1. Disputes and questions on the interpretation of the agreement (including offers) shall be governed by Netherlands law. The terms and conditions shall be exclusively presented to the court of the Amsterdam district having jurisdiction.

### **Article 17 Validity**

17.1. If any stipulation of these General Terms and Conditions is void, invalid or unenforceable, the remaining stipulations of these terms and conditions will remain unimpaired.

17.2. If a conflict arises regarding the interpretation of one or more stipulations laid down in these General Terms and Conditions, the text of the Dutch version shall prevail over the English version.