

SODA CONTENT | Terms and Conditions

1 Agreements, quotation and conformation

1.1 These Terms and Conditions are, excluding Purchase or other conditions from the Client, applicable to the creation, the content and the fulfillment of conditions of the closed agreements made between the Client and the Contractor.

1.2 Quotations are non-committal and are valid for two months. Prices quoted may be subject to change owing to unforeseen changes in the work. Prices exclude VAT and other government levies. The offers and rates named do not automatically apply to future assignments.

1.3 Assignments need to be confirmed in writing by the Client. When the Client fails to do so, but nevertheless agrees with the fact that the Contractor will start carrying out the assignment, then the content of the offer will be considered as agreed upon. Any subsequent oral agreements and stipulations bind the Contractor first, after these are confirmed in writing.

1.4 When the Client wishes to provide the same assignment to persons other than the Contractor at the same time or the assignment has already been given to someone else, the Client is obliged, also by stating the names of these persons other than the Contractor, to notify the Contractor.

2 The Implementation of the Agreement

2.1 The Contractor will exert oneself to carefully and independently perform the assignment, represent the interests of the Client to the best of the Contractor's knowledge and will strive for the outcome that will give the Client the best usable result. To the extent necessary the Contractor will keep the Client up to date about the progress of the work.

2.2 The Client is obliged to all that, which is reasonably necessary or desirable to make a timely and just delivery possible by the Contractor, compliance in particular by timely supplying complete, sound and clear data or materials.

2.3 A deadline given by the Contractor in which he will complete the assignment is a approximation, unless otherwise apparent from the nature or content of the agreement. When the Contractor exceeds the deadline specified, the Client must put the Contractor in default in writing.

2.4 Before proceeding to production, duplication or disclosure both parties need to give each other the possibility to check the latest version of the film(s). If the Contractor, whether or not in the name of the Client, will give assignments or instructions to other production companies or other third parties, then the Client, on request of the Contractor, must confirm his aforesaid approval in writing.

2.5 Complaints by the Client should be communicated to the Contractor in writing as soon as possible, but

in any case within 10 days after completing the assignment, with those defects of which the Client is considered to have fully accepted within the result of the assignment.

3 Intellectual proprietary rights and proprietary rights

3.1 Unless otherwise agreed, all the intellectual proprietary rights - including patent, design rights and copyright - belong to the Contractor. To the extent that such a right can only be obtained by an application or registration, the Client will exclusively be competent to do so.

3.2 Unless the work does not lend itself to, the Contractor is at all times entitled to state his or her name on the work or remove his or her name from the work. The Client is not entitled to duplicate or disclose the work without stating the name of the Contractor, without prior permission given by the Contractor to do so.

3.3 After finishing the assignment, both parties don't have a data retention towards the other party concerning the used data and materials.

4 Buy-out set-up and license

4.1 The Contractor works with a buy-out set-up and license in relation to each Client.

5 Fees and additional costs

5.1 In addition to the agreed fee, the costs incurred by the Contractor for the execution of the assignment are also eligible for compensation.

5.2 If the Contractor is forced to perform extra or different activities

because the complete, sound and clear data/materials where not supplied on time or not supplied at all, or because of a modified or incorrect assignment/briefing, then these extra/different activities must be charged separately, based on the usual scale of fees applied by the Contractor.

6 Payment

6.1 Payments must take place immediately after completion of the assignment, within 7 days after the invoice date. If after the expiration of this period the Contractor has not received (full) payment, the Client is in default and he is charged interest at the statutory rate. All costs incurred by the Contractor, such as litigation, judicial and extrajudicial costs, including the costs of legal assistance, bailiffs and debt collection agencies, incurred in connection with overdue payments, shall be borne by the client. The extrajudicial costs are set at at least 10% of the invoice amount with a minimum of € 150, - excl. VAT.

6.2 The Contractor has the right to charge a monthly fee for work performed and costs incurred in the performance of the assignment.

6.3 The Client shall pay the amount due to the Contractor without any reduction or set-off, except for setoff with deductible advance payments which relating to the agreement and have been previously paid to the Contractor. The Client is not authorized to suspend payment of invoices for work already undertaken.

7 Cancellation and termination of the agreement

7.1 When the Client terminates an agreement, he must pay the fee and costs incurred with respect to the work performed, in addition to compensation.

7.2 If the agreement is terminated by the Contractor due to a accountable shortcoming by the Client in the fulfillment of the agreement, the Client must pay the fee and costs incurred with respect to the work performed, in addition to compensation. Any conduct by the Client on which the Contractor can not reasonably be expected to complete the assignment, is in this context also considered as a accountable shortcoming.

7.3 The compensation referred to in the preceding two paragraphs of this article will at least cover the costs arising from the commitments made by the Contractor in his own name with third parties for the fulfillment of the assignment, as well as at least 30% of the remaining part of the fee that the Client would owe upon full completion of the assignment.

7.4 Both the Contractor and the Client will have the right to terminate the agreement immediately in whole or in part in case of bankruptcy or (provisional) suspension of the other party. In case of bankruptcy of the Client, the Contractor has the right to terminate the granted right to use, unless the consequences are contrary to the criteria of reasonableness and fairness.

7.5 When the Client terminates the

agreement by reason of a accountable shortcoming in the fulfillment of the obligations by the Contractor, the activities already performed and the related payment obligation can not be revoked unless the Client provides evidence that the Contractor is in default of activities already performed. The amount that the Contractor invoiced before the termination of the agreement, in connection with what by the implementation of the agreement has already been performed or delivered properly, remain due, taking in account the previous, and claimable immediately at the time of the termination.

7.6 If the Contractor's work consists of recurrently performing similar work, then the applicable agreement, unless otherwise agreed in writing, is valid indefinitely. This agreement can only be terminated by written notice, subject to reasonable notice of at least three months.

8 Warranties and indemnities

8.1 The Contractor guarantees that the goods supplied has been designed by or on behalf of him/her and that if copyright rests in the design, he/she is the author within the meaning of the Copyright Act and can dispose of the work entitled with the copyright of the work.

8.2 The Client indemnifies the Contractor or the persons engaged with the assignment at the command of the Contractor for all claims made by third parties arising from the applications or the use of the result of the assignment.

8.3 The Client indemnifies the Contractor against claims relating to intellectual proprietary rights on the materials or information provided by the Client which are being used in the execution of the assignment.

9 Liability

9.1 The Contractor is not liable for:

- a. errors or shortcomings in the material that has been provided by the Client;
- b. misunderstandings, errors or shortcomings in the execution of the agreement if such misunderstandings or errors were caused by acts of the Client, as the late or non-delivery of complete, sound and clear data, information and/or materials;
- c. errors or shortcomings by the Client or third parties who act in behalf of the Client;
- d. defects in bids from suppliers or excess of prices quoted by suppliers;
- e. errors or shortcomings in the design or text/data of which the Client, in accordance with Art. 2.4, has given his approval, or was given the possibility to perform an inspection and did not use this possibility.

9.2 The Contractor will be liable for the direct damage accountable to him. Direct damage will only include:

- a. reasonable costs to assess the cause and extent of the damage, where the establishment relates to damage under these conditions;
- b. any reasonable costs necessarily incurred to let the faulty performance of the Contractor correspond to the agreement;

c. reasonable costs incurred to prevent or mitigate damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage under these conditions. The Contractor's liability for all other previous damage, such as indirect damage, including consequential damages, lost profits, or losses due to business interruption, is excluded.

9.3 Except in cases of willful misconduct or gross negligence of the Contractor or the management of the Contractor - therefore except the subordinates of the Contractor - the Contractor is liable for damages arising from an agreement or any tort committed against the Client limited to the invoice amount which covers the portion the work that has been conducted by the Contractor, minus the cost of third parties incurred by the Contractor, provided that such amount shall not exceed € 20,000 and will in any case always be limited to the maximum amount that the insurance company may pay to the Contractor as considering this case.

9.4 Any and all liability will expire twelve months from the moment the assignment is completed.

9.5 The Client must, if it is reasonably possible, keep the copies of which he provided materials and information among themselves until the assignment is fulfilled. If the Client fails to do so, the Contractor can not be held liable for damages that would not have occurred if the Client had kept these copies among themselves.

10 Other provisions

10.1 The Client will not be allowed to transfer any rights concluded under an agreement with the Contractor to third parties, other than the transfer of its entire business.

10.2 Parties are held to treat facts and circumstances that come to their knowledge in the context of the agreement to the other party, confidentially. Third parties involved in the execution of the assignment shall, in respect of such facts and circumstances of the other party, be bound by similar confidentiality.

10.3 The agreement between the Contractor and the Client is governed by Dutch law. The court competent to hear and decide any dispute between the Contractor and the Client, is the competent court in the district where the Contractor is located or the legally competent court, at the discretion of the Contractor.