



# Contrast+ B.V. Terms and Conditions

*Version 2026-01*



## Article 1 – Scope

1. These General Terms and Conditions apply to all offers, quotations, orders and agreements concluded by Contrast+ B.V. (hereinafter: Contrast), or in which Contrast+ B.V. is involved in any way.
2. These General Terms and Conditions also apply to the provision of services that Contrast has performed by a third party. The General Terms and Conditions also apply to any further or follow-up agreements between Contrast+ and the Client. The Client is deemed to have agreed to this.
3. Any terms and conditions of the Client expressly do not apply to offers, quotations, orders and other agreements concluded by Contrast+, or in which Contrast+ is involved in any way.
4. If one or more provisions of these General Terms and Conditions are wholly or partially invalid or void, the remaining provisions of these General Terms and Conditions will remain in force, and the Parties will consult to agree on a replacement provision that is in line with the intention of the Parties when drafting the invalid or void provision.
5. Agreements that deviate from these General Terms and Conditions are only applicable if this has been agreed in writing between the Parties.
6. If Contrast+ deviates from these General Terms and Conditions in one or more agreements with the Client, this does not mean that this deviation also applies to earlier or later agreements between Contrast+ and the Client.
7. Before the Assignment is concluded between the Parties remotely, the text of these General Terms and Conditions will be made available to the Client. If this is not reasonably possible, Contrast+ will indicate, before the Assignment is concluded remotely, how the General Terms and Conditions can be viewed at Contrast+ and that they will be sent (free of charge) as soon as possible at the Client's request.
8. If the Assignment between the Parties is concluded remotely by electronic means, contrary to the provisions of the previous paragraph, and before the Assignment is concluded remotely, the text of these General Terms and Conditions may be made available to the Client by electronic means in such a way that it can be easily stored by the Client on a durable data carrier. If this is not reasonably possible, Contrast+ will indicate, before the Assignment is concluded remotely, where the General Terms and Conditions can be consulted electronically and that they will be sent free of charge by electronic means or in another manner at the Client's request.

## Article 2 – Definitions

In these general terms and conditions, the following terms are used in the following meanings, unless explicitly stated otherwise.

- Contractor 1: Contrast+ B.V.
- Client: the other party to the contract with the Contractor.
- Contrast+ B.V.: Contrast+ B.V., registered in the trade register of the Chamber of Commerce under Chamber of Commerce number 93569564.
- General Terms and Conditions: The present provisions.
- Photographer: the user within the meaning of Article 6:231 of the Dutch Civil Code, in this case Contrast+ or a third party engaged by Contrast+.
- Videographer: the user within the meaning of Article 6:231 of the Dutch Civil Code, in this case Contrast+ or a third party engaged by Contrast+.
- Aw: Copyright Act 1912
- Use: reproduction and/or publication within the meaning of Article 1 in conjunction with Articles 12 and 13 of the Aw.
- Photographic works: Photographic works as referred to in Article 10(1)(9) Aw, or other works within the meaning of the Aw that can be equated with the photographic works referred to.
- Film works: Film works as referred to in Article 10(10) of the Aw, or other works within the meaning of the Aw that can be equated with the film works referred to.
- Assignment: the contract for services between the Parties, which sets out the services to be provided by the Contractor at the request of the Client.
- Parties: Contrast+ (Contractor) and Client jointly.
- Day: Calendar day
- Website: The Contrast+ website: <https://www.contrastplus.nl>

## **Article 3 – Conclusion of the Assignment**

3.1. Subject to the provisions of these General Terms and Conditions, the Assignment shall be concluded at the moment that the Client accepts Contrast+'s offer and, where applicable, complies with the conditions set out therein.

## **Article 4 – Quotation**

4.1. Contrast+'s offer contains a complete and accurate description of the services offered. This description is sufficiently detailed to enable the Client to properly assess the offer.

4.2. Each offer contains such information that it is clear to Contrast+ what rights and obligations are attached to acceptance of the offer.

4.3. If an offer has a limited period of validity or is subject to certain conditions, this will be explicitly stated in the offer.

4.4. Quotations made by Contrast+ are without obligation. These quotations are valid for a period of 30 days from the date of offer, unless otherwise stated on the quotation. Contrast+ is therefore only bound by quotations if the Client accepts the quotation in writing within 30 days, unless otherwise stated.

4.5. Quotations from Contrast+ are based on information provided by the Client. The Client guarantees that, to the best of its knowledge, it has provided Contrast+ with all essential information for the design, execution and completion of the assignment.

4.6. Contrast+ has the right to revoke the offer free of charge within 48 hours of acceptance of the quotation by the Client.

4.7. The Client has the option of exercising its right of withdrawal within fourteen days (14) days after his written agreement to the quotation, but no later than 48 hours before the start of the assignment.

4.8. The price stated in the quotation is exclusive of VAT and other government levies, as well as any costs to be incurred in connection with the assignment, including shipping and administration costs, unless otherwise indicated.

4.9. The price stated in the quotation is exclusive of any expenses incurred by Contrast+.

4.10. If the Client's acceptance deviates (on minor points) from the offer included in the quotation, Contrast+ is not bound by this. The assignment will then not be concluded in accordance with this deviating acceptance, unless Contrast+ indicates otherwise.

4.11. A composite quotation does not oblige Contrast+ to perform part of the assignment for a corresponding part of the quoted price. A quotation with a composite price is indivisible. Only the quotation as a whole can be accepted.

4.12. An offer made in the quotation applies only to that agreed (underlying) assignment, and not to any future assignments.

## **Article 5 – Execution of the Assignment**

5.1. Contrast+ will execute the Assignment to the best of its knowledge and ability and in accordance with the requirements of good workmanship, and will also act as a good contractor. Contrast+ has the right to execute anything that is not explicitly described in an Assignment according to its own technical and creative insight.

5.2. If and insofar as required for the proper execution of the Assignment, Contrast+ has the right to have certain work carried out by third parties.

5.3. If Contrast+ has work carried out (in whole or in part) by third parties, Article 7:404 of the Dutch Civil Code (performance by a specific person), Article 7:407(2) (joint and several liability) and Article 7:409 of the Dutch Civil Code (death of a specific person) shall not apply.

5.4. The Client shall ensure that all information that Contrast+ indicates is necessary or that the Client should reasonably understand to be necessary for the performance of the Assignment is provided to Contrast+ in a timely manner. If the information required for the performance of the Assignment is not provided to Contrast+ in a timely manner, Contrast+ shall be entitled to suspend the performance of the Assignment and/or to charge the Client for the additional costs resulting from the delay in accordance with the usual rates.

5.5. If it has been agreed that the Assignment will be carried out in phases, Contrast+ may suspend the execution of those parts that belong to a subsequent phase until the Client has approved the results of the preceding phase in writing.

5.6. If Contrast+ or third parties engaged by Contrast+ carry out work at the Client's location or a location designated by the Client in the context of the assignment, the Client shall provide the facilities reasonably required by those employees free of charge.

5.7. Contrast+ is entitled to deliver everything that is not explicitly described in the Assignment according to its own technical and creative insight.

## **Article 6 – Changes to the Assignment, additional work**

6.1. If, during the execution of the Assignment, it becomes apparent that it is necessary for the proper execution of the Assignment to change or supplement the work to be performed, the Parties will adjust the Assignment accordingly in a timely manner and in mutual consultation.

6.2. If, during the execution of the Assignment, it becomes apparent that the Client expects more work to be done, or changes the nature of the agreed work, resulting in additional work, Contrast+ is free to charge an additional price, which will be agreed in writing with the Client. Contrast+ does not require the Client's permission before performing the additional work. If there is any dispute about the additional work performed or the number of hours spent, the burden of proof in this regard lies with the Client; the Client will have to prove that the additional hours charged by Contrast+ 1) were not spent or 2) are unreasonably high. If the Client fails to provide this evidence, it is established that the additional hours worked by Contrast+ must be paid.

6.3. If the Parties agree that the Assignment will be amended or supplemented, this may affect the time of completion of the Assignment. Contrast+ will inform the Client of this as soon as possible.

6.4. If the change to or addition to the Assignment is expected to have financial and/or qualitative consequences, Contrast+ will inform the Client of this in good time, but in any case before carrying out the work in question.

6.5. If a fixed fee has been agreed, Contrast+ will indicate to what extent the change or addition to the Assignment will result in this fee being exceeded.

6.6. Contrary to paragraph 2 of this article, Contrast cannot charge additional costs if the change or addition is the result of circumstances that can be attributed to Contrast+.

## **Article 7 – Contract duration and execution period**

7.1. The assignment between the Parties is entered into for an indefinite period, unless the nature of the assignment dictates otherwise or the Parties expressly agree otherwise in writing.

7.2. If the Client is required to make an advance payment or provide information or materials, the period within which Contrast+ must complete the work (the execution period) will only commence once Contrast+ has received the payment, information or materials.

7.3. If a period has been agreed within the term of the assignment for the completion of certain work, this shall never be a strict deadline. If the execution period is exceeded, the Client must therefore give Contrast+ written notice of default.

7.4. The Client cannot terminate the assignment due to Contrast+ exceeding the deadline for the first time. This clause does not apply if performance is (or has become) permanently impossible, or if Contrast+ again fails to perform the assignment within a period notified by it in writing.

## **Article 8 – Fees and rates**

8.1. The Parties may agree on a fixed fee when the assignment is concluded. Unless the Parties have agreed otherwise in writing, Contrast+'s fee will be determined on the basis of an hourly rate and the time actually spent, in accordance with the provisions of the quotation offered by Contrast+.

8.2. The Contrast+ rate includes the costs of secretarial work and telephone charges. Contrast+ will charge 50% of the usual hourly rate for travel time spent carrying out the assignment, unless otherwise agreed. Travel and accommodation expenses will be invoiced in accordance with the agreements in the quotation. For all quotations, only the time actually spent will be charged, and if there is a risk of exceeding the quoted amount by more than 10%, an invoice will be issued after consultation with the Client.

8.3. For assignments with a duration of more than three months, the costs due will be charged periodically, i.e. once per (calendar) month.

8.4. Contrast+ has the right to increase the rate agreed in the quotation by a maximum of the percentage of inflation in the previous year as provided by Statistics Netherlands (CBS) as of 1 January of each calendar year, without prior written notice.

8.5. Contrast+ is entitled to increase prices annually in the event of price increases beyond inflation. The Client is not entitled to terminate the contract if the authority to increase the rate arises from legislation and regulations.

8.6. Contrast+ will notify the Client in writing of its intention to increase the rate on the basis of paragraph 5 of this article. Contrast+ will state the extent of the increase and the date on which it will take effect.

8.7. If the Client does not wish to accept the rate increase notified by Contrast+, the Client is entitled to terminate the contract in writing within two weeks of the notification, or to cancel the contract on the date specified in Contrast+'s notification on which the rate adjustment would take effect.

8.8. Contrast+ may increase the fee if, during the performance of the work, it becomes apparent that the originally agreed or expected amount of work was incorrectly estimated when the Assignment was concluded, and this cannot be attributed to Contrast+, such that Contrast+ cannot reasonably be expected to perform the agreed work for the originally agreed fee. In that case, Contrast+ shall notify the Client in good time of its intention to increase the fee or rate. Contrast+ shall state the extent of the increase and the date on which it will take effect.

## **Article 9 – Terms of payment and collection**

9.1. Payment of the invoice by the Client must be made within thirty days of the invoice date, unless otherwise agreed by the Parties. Objections to the amount of the invoices do not suspend the payment obligation.

9.2. If payment is not made within two weeks, Contrast+ may suspend the execution of the assignment until payment has been made. Contrast+ is not responsible or liable for any damage suffered by the Client or third parties as a result of this suspension.

9.3. If the Client fails to pay on time, it will be in default immediately and by operation of law. It will then owe Contrast+ all extrajudicial collection costs. For invoice amounts up to €267, these costs will amount to €40. For higher invoice amounts, the maximum collection costs are as follows:

- 15% on the first €2,500;
- 10% on the remaining part up to €5,000;
- 5% on the remaining amount up to €10,000;
- 1% on the portion remaining thereafter, up to €200,000;
- 0.5% on the remaining portion.

9.4. No use of the Photographic Work or Film Work in any way whatsoever is permitted as long as the Client has not paid any outstanding invoice from Contrast+.

9.5. Contrast+'s entire claim against the Client shall become immediately due and payable if:

- a) the Client exceeds a payment term;
- b) the Client becomes bankrupt or is granted a moratorium on payments;
- c) the Client, if it is a company, is dissolved or liquidated;
- d) Client, if a natural person, is placed under guardianship or dies.

9.6. Contrast+ has the right to apply payments made by the Client first to reduce the costs, then to reduce the interest due and finally to reduce the principal and the current interest. Contrast+ may, without thereby being in default, refuse an offer of payment if the Client specifies a different order of allocation. Contrast+ may refuse full repayment of the principal if the accrued and current interest and the costs are not also paid.

9.7. If Contrast+ has incurred higher costs that were reasonably necessary as a result of the suspension or termination of the assignment, these costs will also be eligible for reimbursement by the Client. These costs include all legal costs, including but not limited to: court fees, costs of legal assistance, bailiff's fees and other legal costs.

#### **Article 10 – Retention of title**

10.1. All items supplied by Contrast+, including designs, sketches, drawings, films, software, (electronic) files, production resources, semi-finished products and tools, models, information carriers, computer software, data files, lithographs, clichés, films, micro and macro montages and peripheral equipment, remain the property of Contrast+ at all times.

10.2. The Client has fulfilled its obligations under the Assignment if the invoice from Contrast+ has been paid by the Client. The assignment is financially concluded if the statement of account has been approved by the Client. If the Client does not respond to the statement of account from Contrast+ within two weeks of the invoice date, the statement of account will be deemed to have been approved.

10.2 The Client is not authorised to pledge or otherwise encumber the goods subject to Contrast+'s retention of title.

10.3. If third parties seize the items delivered under Contrast+'s retention of title, or wish to establish or assert rights thereto, the Client is obliged to inform Contrast+ of this as soon as may reasonably be expected.

10.4. The client undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft, and to make the insurance policy available for inspection at Contrast+'s first request.

10.5. Goods delivered by Contrast+ that are subject to Contrast+'s retention of title pursuant to paragraph 1 of this article may only be resold in the context of normal business operations and may never be used as a means of payment. The Client may only invoke this right if all obligations to Contrast+ have been fulfilled.

10.6. If Contrast+ wishes to exercise its property rights as referred to in this article, the Client hereby grants Contrast+ or third parties designated by Contrast+ unconditional and irrevocable permission to enter all locations where Contrast+'s property is located and to take back the relevant items from the Client.

## **Article 11 – Complaints, investigation and claims**

11.1. Complaints about the work performed must be reported in writing to Contrast+ by the Client within two weeks of the invoice date, but no later than three weeks after completion of the work in question. This notification must contain as detailed a description as possible of the shortcoming, so that Contrast+ is able to respond adequately.

11.2. If a complaint is justified, Contrast+ will still perform the work as agreed, unless this has demonstrably become pointless for the Client. The latter must be communicated by the Client in writing.

11.3. If it is no longer possible or meaningful to perform the agreed work, Contrast+ will only be liable within the limits of Article 16 of these General Terms and Conditions (liability).

11.4. The submission of a complaint by the Client does not suspend its payment obligation.

11.5 If the Client reports a complaint after the period referred to in paragraph 1 of this article has expired, it will no longer be entitled to repair, replacement or compensation by Contrast+.

11.6. If it is established that a complaint is unfounded, the costs incurred by Contrast+ as a result (such as investigation costs) will be borne entirely by the Client.

## **Article 12 – Termination**

12.1. Both parties may terminate the Assignment in writing at any time.

12.2. If the contract is terminated prematurely by the Client, Contrast+ shall be entitled to compensation for the loss of capacity utilisation incurred as a result, unless the termination is based on facts and circumstances that can reasonably be attributed to Contrast+. Furthermore, the Client will then be obliged to pay the invoices for work performed up to that point. The provisional results of the work performed up to that point will therefore be made available to the Client subject to reservation.

12.3. If the assignment is terminated prematurely by Contrast+, Contrast+ will, in consultation with the Client, ensure that the work still to be performed is transferred to third parties, unless the termination is based on facts and circumstances attributable to the Client.

## **Article 13 – Suspension and termination**

13.1. Contrast+ is authorised to suspend the fulfilment of its obligations or to terminate the contract if:

- The Client fails to fulfil the obligations arising from the contract, either in whole or in part;
- After the conclusion of the contract, Contrast+ becomes aware of circumstances that give good reason to fear that the Client will not fulfil its obligations;
- Upon conclusion of the contract, the Client was requested to provide security for the fulfilment of its obligations under the contract and this security is not provided or is insufficient;
- there is liquidation, bankruptcy, seizure or suspension of payments on the part of the Client.

13.2. Furthermore, Contrast+ is authorised to terminate the assignment (or have it terminated) if circumstances arise that are of such a nature that fulfilment of the assignment is impossible or can no longer be demanded in accordance with standards of reasonableness and fairness, or if other circumstances arise that are of such a nature that unaltered continuation of the assignment cannot reasonably be expected.

13.3. If the contract is terminated, Contrast+'s claims against the Client will become immediately due and payable. If Contrast+ suspends the fulfilment of its obligations, it will retain its claims under the law and the contract.

13.4. Contrast+ always retains the right to claim compensation.

## **Article 14 - Force majeure**

14.1. Contrast+ shall not be obliged to fulfil any obligation if it is prevented from doing so as a result of a circumstance that is not attributable to fault and is not for its account under the law, a legal act or generally accepted practice.

14.2. In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood in this regard in law and case law, all external causes, foreseen or unforeseen, over which Contrast+ has no influence, but as a result of which Contrast+ is unable to fulfil its obligations under the Assignment. This includes strikes at Contrast+, illness and/or incapacity for work. It also includes problems with electronics (such as laptops, desktops and/or other data carriers), whether or not as a result of a virus or hack.

14.3. Contrast+ also has the right to invoke force majeure if the circumstance preventing (further) fulfilment occurs after Contrast+ should have fulfilled its obligations.

14.4. Contrast+ may suspend its obligations under the assignment for the duration of the force majeure. If this period lasts longer than one (1) month, Contrast+ is entitled to terminate the assignment without any obligation to compensate the other party for damages.

14.5. Insofar as Contrast+ has already partially fulfilled its obligations under the assignment at the time of the occurrence of force majeure, or will be able to fulfil them, and the fulfilled or to be fulfilled part has independent value, Contrast+ is entitled to invoice the already fulfilled or to be fulfilled part separately. The client is obliged to pay this invoice as if it were a separate order.

## **Article 15 – Return of items made available**

15.1. If Contrast+ has made items available to the Client for the performance of the assignment, the Client is obliged to return the items delivered in their original condition, free of defects and in full, within fourteen (14) days of Contrast+'s first written request. If the Client fails to comply with this obligation, all resulting costs will be borne by the Client.

15.2. If, for whatever reason, the Client remains in default with regard to the obligation referred to in paragraph 1 of this article after receiving a reminder to that effect, Contrast+ shall be entitled to recover the resulting damage and costs, including the costs of replacement, from the Client.

## **Article 16 – Liability**

16.1 Contrast+ shall never be liable for damage suffered by the Client and/or third parties in the performance of the Assignment by Contrast+. If Contrast+ is nevertheless held liable for direct damage, that liability shall be limited to a maximum of the amount invoiced by the Client. Liability is at all times limited to a maximum of the amount of the benefit to be paid by Contrast+'s insurer in the case in question.

16.2. Contrary to the provisions of paragraph 1 of this article, in the case of an assignment with a duration of more than six months, Contrast+'s liability shall be further limited to the portion of the fee due for the last two (2) months.

16.3. Direct damage is exclusively understood to mean:

- the reasonable costs incurred in determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these General Terms and Conditions;
- any reasonable costs incurred to ensure that Contrast+'s defective performance complies with the assignment, unless this defective performance cannot be attributed to Contrast+;
- reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a limitation of direct damage as referred to in these General Terms and Conditions.

16.4. The limitations of liability for direct damage included in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of Contrast+ or its subordinates.

16.5. Contrast+ is never liable for indirect damage, including, but not limited to, consequential damage, lost profit, lost savings and damage due to business interruption.

16.6. Contrast+ is not liable for damage of any kind caused by Contrast+ relying on incorrect and/or incomplete information provided by the Client, unless Contrast+ should have been aware of this incorrectness or incompleteness.

16.7. Contrast+ accepts no liability for work performed by third parties, insofar as these third parties have entered into an agreement with the Client themselves.

#### **Article 17 - Limitation period**

17.1. The limitation period for all claims and defences against Contrast+ is twelve months.

17.2. After the expiry of the limitation period referred to in paragraph 1 of this article, all claims and defences against Contrast+ shall lapse by operation of law.

#### **Article 18 – Indemnities**

18.1. The Client indemnifies Contrast+ against claims from third parties relating to intellectual property rights on materials or data provided by the Client that are used in the performance of the Assignment.

18.2. The Client indemnifies Contrast+ against any claims from third parties who suffer damage in connection with the performance of the Assignment that is attributable to the Client.

18.3. If third parties hold Contrast+ liable, the Client is obliged to assist Contrast+ both in and out of court and to do everything that may be expected of it in such a case without delay.

18.4. If the Client fails to take adequate measures in the event of a situation as described in paragraphs 1, 2 and 3 of this article, Contrast+ is entitled to take such measures itself, without notice of default. All costs and damage incurred by Contrast+ as a result shall be borne in full by the Client.

18.5. If the Client provides Contrast+ with information carriers, electronic files, software or other items, the Client guarantees that these are free of viruses and defects.

#### **Article 19 – Transfer of risk**

19.1. The risk of loss or damage to the items that are the subject of the underlying assignment transfers from Contrast+ to the Client at the moment that these items are legally and/or factually delivered to the Client and thereby brought under the control of the Client, or of third parties designated by the Client.

## **Article 20 – Confidentiality**

20.1. The parties are obliged to maintain confidentiality regarding all confidential information that they have obtained from each other or from other sources in the context of their assignment. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.

20.2. Contrast+ will not use the information provided by the Client for any purpose other than that for which it was obtained, with the exception of situations in which Contrast+ is involved in (legal) proceedings in which these documents may be relevant.

20.3. The Client shall not disclose the content of agreements, order confirmations, quotations, reports, advice or other written or unwritten communications from Contrast+ and shall ensure that third parties cannot gain knowledge of their content.

20.4. If, on the basis of a statutory provision or a court ruling, Contrast+ is obliged to disclose confidential information to third parties designated by law or by the competent court, and Contrast+ cannot invoke a legal right of non-disclosure recognised or permitted by the competent court, Contrast+ shall not be obliged to pay compensation or indemnify the Client, and the Client shall not be entitled to terminate the assignment on the grounds of any damage resulting from this.

## **Article 21 – Intellectual property and copyright**

21.1. Without prejudice to the other provisions of these General Terms and Conditions, Contrast+ reserves the rights and powers vested in Contrast+ under the Copyright Act.

21.2. The Client guarantees Contrast+ that no intellectual property rights of third parties prevent Contrast+ from carrying out the assignment, and that the Client has full and unlimited permission from all rights holders to include elements subject to intellectual property rights in the programme material and to have them recorded by Contrast+ on sound, image or other information carriers. The Client shall fully indemnify and compensate Contrast+ and all parties affiliated with Contrast+ for any claim arising from a breach of the provisions of this article.

21.3. Unless expressly stated otherwise in the Assignment, all intellectual and industrial property rights to the items produced or made available by Contrast+, its employees and/or engaged third parties pursuant to the Assignment are vested exclusively in Contrast+, its licensors or its suppliers. The Client shall only acquire the rights of use expressly granted in these General Terms and Conditions and by law. Any other or further rights of the Client are excluded. Any right of use accruing to the Client is non-exclusive and non-transferable to third parties.

21.4. All documents provided by Contrast+, such as reports, advice, agreements, designs, reports, sketches, drawings, software, photographic works, film works or audiovisual recordings and otherwise, are intended exclusively for use by the Client and may not be reproduced, published or disclosed to third parties, unless the nature of the documents provided dictates otherwise.

21.5. If the Assignment requires Contrast+ to produce photographic and/or video material from third parties, the obligation to request permission for this from these parties rests with the Client.

21.6. Contrast+ reserves the right to use the knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

## **Article 22 – Attribution, moral rights and publications**

22.1. Contrast+ has the right to impose conditions on (digital) publications by the Client and/or third parties. The Client and third parties are prohibited from applying additional (post-)processing to the work delivered by Contrast+ without Contrast+'s prior consent.

22.2. Contrast+ has the right to request the Client or third parties to change or remove (digital) publications if this could have adverse consequences for Contrast+.

22.3. When using Photographic Work, the Client must clearly state the name of Contrast+ at all times, or include a clear reference to the Photographic Work in the publication.

22.4. When reproducing and publishing a Photographic Work, the Client shall at all times respect the moral rights of Contrast+ as photographer in accordance with Article 25(1)(c) and (d) of the Aw.

22.5. When using film works, the Client must clearly state the name of Contrast+ at all times, or include a clear reference to the film works in the publication.

22.6. When reproducing and publishing a film work, the Client shall at all times respect the moral rights of Contrast+ as videographer in accordance with Article 25(1)(c) and (d) of the Copyright Act.

22.7. For any infringement of the moral rights accruing to Contrast+ under Article 25 of the Copyright Act, including the right to be credited, the Client shall owe compensation of at least 100% of the licence fee normally charged by Contrast+, without Contrast+ losing any right to compensation for other damage suffered (including the right to compensation for all direct and indirect damage and all actual judicial and extrajudicial costs).

## **Article 23 – Licence**

23.1. Permission for the use of a Photographic Work or Film Work by the Client shall only be granted in writing or by email and in advance in the form of a licence, as described in terms of nature and scope by Contrast+ in the quotation and/or the order confirmation and/or the invoice relating thereto.

23.2. If nothing has been stipulated regarding the scope of the licence, it shall never exceed the right to one-time use, in unaltered form, for the purpose, print run and manner intended by the Parties when entering into the Assignment in accordance with the concept of Contrast+.

23.3. Exclusive exploitation must always be explicitly agreed in writing and is not covered by the exploitation right referred to in paragraph 1 of this article.

23.4. The Client is not permitted to transfer the exploitation right described in this article to third parties, except with the prior written consent of Contrast+.

23.5. Unless otherwise agreed, the Client is not authorised to grant sub-licences to third parties.

## **Article 24 – Privacy and personal data**

24.1. Within the framework of an Assignment given by the Client to Contrast+, or within the framework of complying with legal obligations incumbent on Contrast+, Contrast+ may process personal data relating to the Client and/or persons associated with, or working at/for the Client.

24.2. For the purpose of carrying out the Assignment, Contrast+ may also process personal data of third parties to whom the Assignment relates.

24.3. The processing of personal data by Contrast+ in the context of the aforementioned activities takes place in accordance with applicable laws and regulations in the field of personal data protection, including the General Data Protection Regulation (GDPR).

24.4. Contrast+'s privacy statement expressly applies to all processing of personal data by Contrast+. Contrast+'s privacy statement is available to all parties involved at <http://www.contrastplus.nl>.

24.5 The client agrees to electronic data exchange with Contrast+ (including via the internet or email) and realises that, despite all the (security) measures and security provisions taken by Contrast+, no absolute certainty can be given against unauthorised access.

24.6. Contrast+ will not process personal data other than for the purpose of performing the Assignment, or as stated in its privacy policy pursuant to paragraph 4 of this article.

24.7. Where necessary, Contrast+ will enter into processing agreements with third parties that process personal data on its behalf. This ensures compliance with the requirements regarding data processing by third parties under the GDPR.

24.8. All other rights and obligations of the Client with regard to the processing of personal data by Contrast+ are included in the privacy statement on the website <https://www.contrastplus.nl>

## **Article 25 – Non-transfer of personnel**

25.1. During the term of the assignment and for one year after its termination, the Client shall not, in any way, except after proper business consultation with Contrast+, employees of Contrast+ or of companies that Contrast+ has engaged to carry out this Assignment and who are or have been involved in the performance of the Assignment.

## **Article 26 – Disputes**

26.1. In the event of disputes arising from this assignment or from assignments based on it, the Parties will first attempt to resolve these between themselves. If necessary, assistance may be sought in the form of mediation.

26.2. If it proves impossible to resolve a dispute as referred to above with the help of mediation, the dispute will be settled by the competent court. Article 27 – Applicable law

27.1. All assignments between Contrast+ and the Client are governed by Dutch law, even if the Client is resident or established abroad. The court in the place of business of Contrast+ has exclusive jurisdiction to hear disputes, unless mandatory provisions of law dictate otherwise.

27.2. The applicability of the Vienna Sales Convention is excluded.

## **Article 28 – Amendment, interpretation and location of the terms and conditions**

28.1. With regard to the interpretation of the content and meaning of these General Terms and Conditions, the Dutch text shall be exclusively decisive.

28.2. Amendments and additions to these General Terms and Conditions and the Assignment are only valid insofar as they have been agreed in writing between the Parties.

28.3. These General Terms and Conditions are published on the Contrast+ website ([www.contrastplus.nl](http://www.contrastplus.nl)), where they can be viewed and downloaded as a PDF file. In addition, a copy of these General Terms and Conditions will always be provided to the Client upon entering into an Assignment.

28.4. These General Terms and Conditions have been filed at the office of the Chamber of Commerce under which Contrast+ falls. The most recently filed version or the version that was valid at the time the Assignment+ was concluded shall always apply.

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