Marc Albert Multimedia
Chamber of Commerce (KvK): 70911754

Van Speijklaan 44-13, 1215 SE, Hilversum, The Netherlands

General Terms and Conditions

Definitions

In these General Terms and Conditions,

the following terms have the meanings set out below:

- **Aw:** Copyright Act 1912. Photo/Video work — photographic works as referred to in Article 10 paragraph 1 sub 9 of the Copyright Act, or other works within the meaning of the Act that can be equated with such photographic works.
- **Artist:** Photographer, Video Director, Cinematographer, Editor — the user as defined in Article 6:231 of the Dutch Civil Code.
- **Counterparty:** The other party as defined in Article 6:231 of the Dutch Civil Code.
- **Use:** Reproduction and/or publication as defined in Articles 1–12 and 13 of the Copyright Act.

Application

These General Terms and Conditions apply to all legal relationships between Marc Albert Multimedia (The Artist) and a Counterparty, including quotations, order confirmations, and verbal or written agreements, even after termination of an agreement, unless the parties have expressly and in writing agreed otherwise.

1. Quotation

Quotations are entirely without obligation, unless expressly stated otherwise.
The quotation specifies the agreed work to be delivered, the compensation, and the intended purpose for which the visual material will be used.
Work deviating from the quotation will be calculated afterwards at an hourly rate.
If the visual material is used in a different way than initially agreed, notification must be given to the Artist.

2. Assignment

The Artist has the right to carry out anything not expressly described in the agreement according to their **own technical and creative judgment.**

A assignment agreement is a contract in which the Artist undertakes with the Counterparty to create and/or deliver photographic and/or video works. Such an agreement is established by the Counterparty's acceptance of the Artist's quotation. This acceptance may also be evidenced by the Artist sending a written order confirmation which the Counterparty keeps.

Any changes to the assignment by the Counterparty, for whatever reason, shall be at the Counterparty's expense and will only be carried out by the Artist after a separate quotation for additional costs has been approved by the Counterparty.

In case of cancellation of an assignment by the Counterparty, at any time and for any reason, the Artist is entitled to the agreed fee, minus any costs not yet incurred.

4. Delivery

All created visual content is delivered digitally, unless otherwise agreed in advance.
Each delivery, including the delivery of part of a larger project, may be invoiced separately if that part has independent value.

5. Verification

The Counterparty must check for errors. Checking for typo's, color-proofs and/or other mistakes is the responsibility of the Counterparty. After verification, the Artist is no longer responsible for errors in printed materials or online publications.

6. Usage Rights and Duration

The Artist grants the Client a **non-exclusive, non-transferable license** to use the delivered images for **marketing and promotion of the Client's own products** (including website, online stores, social media, and print materials).

The standard MAMm usage-license has a validity for one (1) year, 365 days from the delivery date, unless agreed in writing otherwise.

Any extended, new, or third-party use requires written consent from the Artist and may incur additional fees.
All copyrights and moral rights remain with the Artist in accordance with the Dutch Copyright Act (*Auteurswet 1912*).

7. Internet

For agreed online use, the Counterparty must ensure that photographic works displayed online are **no larger than 1500 x 1500 pixels**, and that video works are delivered as standard in **1080x1920 (Full HD)**, unless the project was deliberately filmed in **4K or higher resolution**.

8. Invoice and Payment

After delivery of the visual content, the invoice will be sent via email.
Payment is due within **14 days** of the invoice date, unless otherwise agreed in the quotation.

The Counterparty must check the invoice for errors.
If the Counterparty does not reject the invoice in writing within **ten working days** of the invoice date, giving legally relevant reasons, and return it to the Artist, the invoice will be considered binding between the parties, and any right to dispute it will lapse.

The Counterparty must make all payments owed to the Artist **without deduction or offset**, except for advance payments that have been mutually acknowledged.

If payment is not made, the Artist and/or official representatives will actively collect the amount due.

If the Counterparty is in default or otherwise fails to meet one or more obligations (including copyright infringement), all costs of recovery—both judicial and extrajudicial—shall be borne by the Counterparty.

9. Complaints

Complaints about the delivered work must be reported to the Artist as soon as possible, but in any case within **ten working days** after delivery of the photographic and/or video works. The Artist has the right to replace defective work with proper work within a reasonable period, unless this would cause disproportionate damage to the Counterparty.

10. Possession / Ownership

If photographic and/or video works are supplied as digital files, the Counterparty must delete or destroy them immediately after final termination of the agreed usage-term and may not store them for reuse. Failure to comply with this obligation does not result in the loss of any rights of the Artist.

11. Copyright

Copyright of the created photographic and/or video works will **remain with the Artist**. (The Counterparty only acquires the image ownership rights if this is explicitly mentioned in the quotation and/or contract).

The Counterparty may freely use the images for their own commercial purposes, exactly as agreed in the quotation.

Passing on the images for commercial use by third parties is **strictly prohibited**. Permission must always be requested from the Artist for such use.

The Artist retains the right to use the images for self-promotion.

12. Liability of the Artist

The Artist is not liable for any damage suffered by the Counterparty, unless caused by **gross negligence or intent** on the part of the Artist or their agents. In any case, the Artist's liability is limited to the **invoice amount**, or, if the damage is covered by insurance, to the amount actually paid out by the insurer.

13. Bankruptcy / Suspension of Payment

Both the Artist and the Counterparty have the right to terminate the agreement immediately in the event of bankruptcy or suspension of payment of the other party. In the event of the Counterparty's bankruptcy, the Artist has the right to terminate the granted license, unless this would conflict with reasonableness and fairness.

14. Applicable Law

All agreements between the Artist and the Counterparty are governed by **Dutch law**.

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