

## **GENERAL TERMS AND CONDITIONS OF PHOTO NL**

By booking a shoot, the client automatically (implicitly) agrees to the terms and conditions below.

### **Article 1. Definitions**

In these general terms and conditions, the following definitions apply:

1. **Photographer:** Daniel Frissen, KvK 92070515, also the user of these general terms and conditions and contractor.
2. **Client:** the (legal) person or persons with whom the photographer has entered into the agreement, also the acceptor of these general terms and conditions.
3. **Assignment:** the service or product to be provided by the photographer.
4. **Agreement:** the contract between the photographer and the client.

### **Article 2. Applicability of general terms and conditions**

1. These terms and conditions apply to all quotations, invoices, activities, agreements, and deliveries of services and goods by or on behalf of the photographer, where these terms have been declared applicable, unless explicitly and in writing deviated from.
2. The terms also apply to the actions of third parties engaged by the photographer in the context of the assignment.
3. If one or more provisions of these general terms and conditions are wholly or partially nullified or annulled at any time, the remaining provisions remain fully applicable.

### **Article 3. Rates, additional work, and payments**

1. The photographer is at all times entitled to adjust his prices and rates. This does not apply to already booked photoshoots.
2. The client must make a 25% deposit when booking a shoot. The assignment date is only confirmed once this deposit has been completed.
3. Invoices must be paid within 14 calendar days from the invoice date unless otherwise agreed in writing. The client will receive the photos after payment has been made.
4. If the client fails to make timely payment, they are in default by operation of law and owe statutory interest. Interest on the due amount will be calculated from the moment the client is in default until full payment has been made.
5. If it is evident that the photographer has incurred higher costs and/or has performed additional work, which was reasonably necessary, these costs will be passed on to the client. This will always be communicated during or after the shoot.

### **Article 4. Execution of the assignment**

1. The photographer will execute the assignment to the best of his knowledge and ability and in accordance with the requirements of good craftsmanship, in the style in which the photographer customarily works.

2. The photographer has the right to have work performed by third parties.
3. The client must create the most favorable conditions possible for the photographer and take necessary measures where required.
4. If the client desires a specific location for the shoot, they are responsible for arranging the location and associated costs unless otherwise agreed.
5. If the photographer experiences obstruction by third parties during the execution of the agreement, he cannot be held liable for any reduced results caused by this.
6. The photographer delivers images in his customary style, with optimization applied to aspects such as light, color, contrast, and composition. Post-processing outside of this is only possible after consultation and may involve additional costs.

#### **Article 5. Changes and cancellation**

1. In the event of a cancellation by the client, the deposit is non-refundable. Cancellations must always be made in writing via email.
2. In case of bad weather (rain, snow, or heavy cloud cover), the shoot will be rescheduled in consultation with the photographer and client.
3. In case of illness, the shoot may be rescheduled, provided it is communicated no later than 5 hours before the shoot. A new date will always be set. If the client does not wish to set a new date, it will be considered a cancellation. This does not apply to weddings.
4. In the event of unforeseen circumstances, the photographer may interrupt, reschedule, or cancel a shoot. Unforeseen circumstances include, but are not limited to, illness, extreme weather conditions, and issues with essential materials. In case of cancellation, the client is entitled to a refund of the deposit.

#### **Article 6. Force majeure**

1. In case of force majeure, the photographer is entitled to interrupt, reschedule, or cancel his work. Force majeure includes situations beyond the photographer's reasonable control, such as illness, accidents, or fire.
2. If such a situation arises after the shoot has taken place but before the photos have been delivered, the photographer's obligations are suspended until he can fulfill them. If this situation lasts longer than 16 weeks, both parties have the right to terminate the agreement in writing. Any work performed up to that point will become immediately payable.

#### **Article 7. Liability**

1. The photographer is not liable for any damage resulting from this agreement unless caused intentionally or through gross negligence.
2. The photographer is not liable for damage caused by incorrect or incomplete information provided by the client.
3. The photographer is not responsible for loss, theft, or damage of personal belongings during a shoot.

4. The photographer is not liable for color deviations on non-calibrated screens or prints made by third parties.
5. The photographer is not liable for delays caused by third parties.
6. The client is responsible for saving the delivered photos; the photographer cannot be held liable for lost files due to technical failures.
7. If the client causes damage to the photographer's equipment during a shoot, they are liable for the repair or replacement costs.
8. Any liability of the photographer is limited to the amount paid by his liability insurance or the invoiced amount.

#### **Article 8. Copyright**

1. All intellectual property rights on photos remain with DF Photo NL.
2. Digital files and photos are for private use only unless otherwise agreed in writing.
3. The client may not edit or alter the photos (e.g., applying filters).
4. The client may publish photos on social media only with proper credit to the photographer.
5. The client is responsible for compliance with data protection regulations when publishing photos.

#### **Article 9. Portrait rights**

1. By confirming the agreement, the client grants permission for the photographer to use the photos for promotional purposes.
2. No compensation or discount will be given for this use.
3. If the client does not wish for the photos to be used for promotional purposes, they must notify the photographer in writing.

#### **Article 10. Editing and delivery**

1. The photographer will deliver photos as soon as possible, with an estimated delivery time agreed upon but not binding.
2. Photos are selected and edited according to the photographer's style.
3. Only JPG files are delivered; RAW files are not provided.

#### **Article 11. Complaints**

1. Complaints must be submitted in writing within 7 calendar days.
2. Complaints after this period will not be considered.
3. Submitting a complaint does not suspend payment obligations.

**Article 12. Final provisions**

1. The photographer reserves the right to amend these terms.
2. Dutch law applies to all legal relationships between DF Photo NL and the client.