

GENERAL TERMS AND CONDITIONS

UHU PRODUCTIONS

(Registered with the Dutch Chamber of Commerce, Amsterdam # 68413955)

UHU Productions

Rotsoord 3a

3523 CL Utrecht, The Netherlands

Website: www.uhu.nl

These General Terms and Conditions govern all offers, agreements, and services provided by UHU Productions, registered with the Dutch Chamber of Commerce in Amsterdam, the Netherlands.

Article 1. DEFINITIONS

1. Unless expressly stated otherwise, the following terms shall have the meanings set out below in these General Terms and Conditions:

UHU PRODUCTIONS: the user of these General Terms and Conditions, located at Rotsoord 3a, 3523 CL Utrecht, the Netherlands.

Client: the counterparty of UHU PRODUCTIONS.

Agreement: any mutual acceptance regarding the delivery of services and/or goods by UHU PRODUCTIONS.

Projects: the services and related items delivered by UHU PRODUCTIONS, including without limitation video productions, animation productions, concept and communications consulting, and other multimedia products, all in the broadest sense, as recorded in a document agreed upon by both parties and any documents incorporated by reference therein.

Services/Work: the provision of services or advice as described above, without subordination and outside any employment or works contract relationship, as well as the delivery of goods, all in the broadest sense, and as specified in the order confirmation.

Conditions: these General Terms and Conditions issued by UHU PRODUCTIONS.

Article 2. GENERAL

2.1 These Conditions apply to all offers, productions, and (pre-contractual) agreements concerning the sale and purchase of goods and/or assignments and services from UHU PRODUCTIONS.

2.2 Any additions or deviations from these Conditions must be agreed in writing and apply only to the specific Agreement for which they were made.

2.3 The Client may not transfer the rights and obligations arising from Agreements with UHU PRODUCTIONS to third parties without the prior written consent of UHU PRODUCTIONS.

2.4 Any other general terms and conditions, including those of the Client, shall not be accepted by UHU PRODUCTIONS unless otherwise agreed in writing and confirmed by UHU PRODUCTIONS.

Article 3. AGREEMENTS

3.1 An Agreement is deemed to be validly concluded only after UHU PRODUCTIONS has confirmed the assignment in writing or has commenced performance. The content of the Agreement is determined by the quotation and/or order confirmation from UHU PRODUCTIONS and these Conditions.

3.2 If, after the assignment has been given, the Client has additional wishes during production that are not included in the quotation, such extra hours will be charged at a fixed hourly rate in addition to the fee agreed in the quotation, unless agreed otherwise. The Client must confirm a request for additional work in writing. Any changes to the original assignment—of whatever nature—must be confirmed in writing by UHU PRODUCTIONS. Any originally agreed delivery term shall lapse upon such change.

3.3 The assignment will be produced as agreed. The content of a production (video or animation) is communicated approximately at acceptance but remains dependent on the circumstances of the case. UHU PRODUCTIONS expressly reserves the right to implement interim changes to the direction of the production. UHU PRODUCTIONS determines the manner in which a production is shaped and executed.

3.4 In the case of a co-produced project, additional conditions may apply regarding, among other things, deliverables, shooting times, and editing. Such additional conditions will be evident from the quotation.

Article 4. OFFERS AND QUOTATIONS

4.1 All offers are without obligation unless a term for acceptance is stated in the offer.

4.2 Quotations issued by UHU PRODUCTIONS are without obligation and valid for 30 days unless stated otherwise. UHU PRODUCTIONS is bound by a quotation only if the Client's acceptance is

confirmed in writing within 30 days, unless stated otherwise. If acceptance occurs after 30 days, UHU PRODUCTIONS is entitled to reject the acceptance entirely or adjust the performance timeline and quoted amounts.

4.3 Prices stated in offers and quotations are exclusive of VAT and other governmental levies, as well as any costs to be incurred under the Agreement, including shipping and administrative costs, unless stated otherwise.

4.4 If deviations from the quotation arise during performance of the Agreement, UHU PRODUCTIONS will promptly inform the Client (except for the “10% rule” set out in Article 4.5).

4.5 If the amount invoiced by UHU PRODUCTIONS to the Client exceeds the amount stated in the quotation by a maximum percentage of 10%, such overrun shall be regarded by the parties as a budgeting risk, which risk is borne by the Client. UHU PRODUCTIONS is not obliged to inform the Client thereof.

4.6 If the Client’s acceptance deviates from the offer included in the quotation, UHU PRODUCTIONS is not bound by it. The Agreement will then not be concluded in accordance with such deviating acceptance, unless UHU PRODUCTIONS indicates otherwise.

4.7 A composite price quotation does not oblige UHU PRODUCTIONS to perform part of the assignment for a corresponding portion of the stated price.

4.8 Offers or quotations do not automatically apply to future assignments.

Article 5. MUSIC & COPYRIGHT

5.1 Concepts, ideas, and proposals developed by UHU PRODUCTIONS for a Client do not fall under copyright and remain the property of the Client. UHU PRODUCTIONS reserves the right to use productions for its own (promotional) purposes.

5.2 For music used in a production, royalties must be paid to the relevant authors’ rights organization (Buma/Stemra). These royalties constitute additional costs not included in the quotation. The amount is determined by Buma/Stemra and the Client is responsible for such payment.

Article 6. PRICES

6.1 All price quotations and prices charged by UHU PRODUCTIONS are those in effect at the time of the offer or conclusion of the Agreement, exclusive of travel and accommodation expenses and exclusive of VAT, unless agreed otherwise in writing. Travel costs are € 0.70 per kilometer, with a “100-km free” allowance per production (i.e., the Client does not pay for the first 100 km; thereafter € 0.70 per kilometer applies).

6.2 If, after the Agreement has been concluded, prices of materials, taxes, and/or other factors that determine the price of goods and/or services change, UHU PRODUCTIONS is entitled to

implement such price changes. Price changes exceeding 10% entitle UHU PRODUCTIONS to terminate the Agreement, provided this is done in writing within seven days after receipt of the relevant notice. Such termination does not entitle the Client to any damages.

6.3 The Client is responsible for paying authors' royalties for music used in a video production. These royalties are additional costs not included in the quotation. The amount is determined by the relevant authors' rights organization (Buma/Stemra), see also Article 5.2 of these Conditions.

Article 7. PAYMENT

7.1 All invoices must be paid by the Client in accordance with the payment terms stated on the invoice. In the absence of specific terms, the Client shall pay within fourteen (14) days from the invoice date. Each payment will be applied to the oldest outstanding invoice.

7.2 UHU PRODUCTIONS uses two invoicing options:

- 1) 100% upon signing the order confirmation; or
 - 2) 50% upon signing the order confirmation and 50% after the first day of shooting;
- unless otherwise agreed with the Client in advance.

7.3 If the Client fails to make timely payment of an invoice, the Client shall be in default by operation of law. The Client shall then owe interest at a rate of eleven percent (11%) per annum, unless the statutory interest is higher, in which case the statutory interest shall apply. Interest on the due amount will be calculated from the moment the Client is in default until full payment has been made.

7.4 UHU PRODUCTIONS has the right to apply payments made by the Client first to costs, then to accrued interest, and finally to principal and current interest. Without being in default, UHU PRODUCTIONS may refuse an offer of payment if the Client designates a different order of allocation. UHU PRODUCTIONS may refuse full repayment of the principal if the accrued and current interest and collection costs are not paid simultaneously.

7.5 The Client is never entitled to set off amounts owed to UHU PRODUCTIONS. Objections to the amount of an invoice do not suspend the payment obligation. A Client not entitled to rely on Section 6.5.3 (Articles 231–247, Book 6 of the Dutch Civil Code) is likewise not entitled to suspend payment for any other reason.

7.6 If the Client is in default of the (timely) performance of its obligations, all reasonable costs incurred to obtain payment out of court shall be borne by the Client. Extrajudicial costs are calculated based on prevailing practice in the Dutch collection industry, currently the calculation method under the "Voorwerk II" report. If UHU PRODUCTIONS has reasonably incurred higher collection costs, the actual costs shall also be reimbursable. Any judicial and enforcement costs will likewise be charged to the Client. Interest is also due on the costs of collection.

Article 8. CANCELLATION

In the event of cancellation by the Client prior to the start of production, all costs incurred by UHU PRODUCTIONS in connection with the assignment, as well as lost profits, shall become immediately due and payable, with a minimum of ten percent (10%) of the principal sum, plus any additional damages suffered by UHU PRODUCTIONS as a result of the cancellation.

Article 9. DELIVERY TIME, DELIVERY, RISK

The delivery period stated or agreed in the order confirmation is not a firm (fatal) deadline and is given only by approximation, even if expressly accepted by the Client.

Article 10. PERFORMANCE OF THE AGREEMENT

10.1 UHU PRODUCTIONS will perform the Agreement to the best of its knowledge and ability and in accordance with the standards of good workmanship, based on the state of the art known at the time.

10.2 UHU PRODUCTIONS is entitled, without the Client's consent, to subcontract the assignment or parts thereof to third parties not employed by UHU PRODUCTIONS.

10.3 The Client shall ensure that all data that UHU PRODUCTIONS indicates are necessary—or that the Client should reasonably understand to be necessary—for executing the Agreement are provided to UHU PRODUCTIONS in a timely manner. If such data are not provided in time, UHU PRODUCTIONS has the right to suspend performance of the Agreement and/or charge the Client for the additional costs resulting from the delay, at the customary rates.

10.4 If the parties have agreed that the Agreement will be performed in phases, UHU PRODUCTIONS may suspend the execution of those components that belong to a subsequent phase until the Client has approved in writing the results of the preceding phase.

Article 11. DEFAULT / TERMINATION / SUSPENSION

11.1 UHU PRODUCTIONS is entitled to terminate the Agreement, in whole or in part, with immediate effect without judicial intervention, or to suspend performance, without prejudice to its other rights (including performance and/or damages), if: (i) the Client acts in breach of any provision of the Agreement between the parties; (ii) the Client dies, applies for a moratorium on payments, files for bankruptcy, is petitioned into bankruptcy, or the Client's business is shut down or liquidated; or (iii) a private composition is offered or any attachment is levied on any of the Client's assets.

11.2 The provisions of paragraph 1 of this Article apply mutatis mutandis if, after being invited in writing to do so, the Client fails to provide, within seven (7) days, security deemed adequate by UHU PRODUCTIONS.

Article 12. LIABILITY

Except for any obligations that may arise for UHU PRODUCTIONS under mandatory law, UHU PRODUCTIONS shall not be liable to pay any damages to the Client or others. In particular, UHU PRODUCTIONS shall not be liable for consequential or business damages, direct or indirect damages—however described—including lost profits and business interruption suffered by the Client, its employees, or third parties engaged by or through the Client, arising from complete or partial (re)delivery of goods, delayed or defective delivery, non-delivery, or from the goods themselves. The Client shall indemnify and hold harmless UHU PRODUCTIONS from all third-party claims related to the performance of the Agreement, to the extent that the law does not preclude the associated damages and costs from being borne by the Client.

If one or more provisions of this Agreement with the Client are not or not entirely valid, the remaining provisions shall remain in full force and effect. In place of the invalid provisions, an appropriate arrangement shall apply that, in a legally effective manner, approximates as closely as possible the parties' intent and the economic result they sought.

Article 13. GOVERNING LAW AND DISPUTES

13.1 All legal relationships in which UHU PRODUCTIONS is a party are governed exclusively by Dutch law, even if an obligation is performed wholly or partly outside the Netherlands or a party involved in the legal relationship is domiciled there. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

13.2 The courts in the district of Amsterdam (the Netherlands), where UHU PRODUCTIONS is registered, shall have exclusive jurisdiction to hear disputes, unless mandatory law provides otherwise. Notwithstanding the foregoing, UHU PRODUCTIONS shall have the right to submit the dispute to the competent court pursuant to applicable law.

13.3 The parties shall bring a matter before the courts only after they have made every effort to resolve a dispute by mutual consultation.

These General Terms and Conditions are effective as of January 2025 and supersede all previous versions.