



## GENERAL TERMS AND CONDITIONS

### 1. General scope

- 1.1. The hereby general terms and conditions are applicable for every order from the Client to BrusselsVideoCrew (BVC) and on every contract agreed with our company, including every complementary services.
- 1.2. No exemption to those general terms and conditions would be accepted without the written agreement of BVC.
- 1.3. Every order would be accepted by BVC only with a written confirmation from the Client.
- 1.4. The Client admit to have read, understood and accepted these general terms and conditions.

### 2. Price & payment

- 2.1. All our prices are mentioned excluding VAT.
- 2.2. The price is written on the quote agreed between the Client and BVC on the day the sale is confirmed and accepted.
- 2.3. Except specific exemption, a down payment of a third of the global price will be asked to confirm the ordering. In case of contract with a value exceeding 2500€ excluding VAT, a down payment of 50% of the global price will be asked to confirm the ordering.
- 2.4. BVC reserves the right to ask for additional guarantee.
- 2.5. BVC reserves the right to ask to the Client additional compensation, if the augmentation of the price of the services increases between the confirmation of the sale and the delivery, or due to the exchange rate.
- 2.6. All reasonable expenses incurred by BVC in providing the Service shall be at the cost of the Client. Where possible, expenses will be pre-arranged with the Client and/or set out in the quotation.
- 2.7. All our invoices are payable in Euro, at the BVC headquarter.
- 2.8. Every remark or problem regarding the invoice must be notified to BVC within 15 days.
- 2.9. Any invoice unpaid on the due date will result in the charge, automatically and without notice, of a lump sum totaling 10% of the principal sum, interest and costs with a minimum of 75 EUR.
- 2.10. In case of judicial recovery of any invoice, the Client will be also liable for collection costs, including attorney's fees and costs of internal management that would exceed the amount of liquidated damages.
- 2.11. In case of non-compliance by the Client of a single installment payment, and for any reason whatsoever, all future payments will be made when placing the order. In addition, the seller reserves, in this case, the right to suspend the execution of other pending orders until full settlement of amounts due.

### 3. Shooting day

- 3.1. A shooting day consists of 10 hours, and it includes:
  - 3.1.1. The transportation time of the crew and gears from our headquarter to the location of the contract
  - 3.1.2. 30 minutes break for the crew during the day
  - 3.1.3. The transportation time of the crew and gears back to our headquarter
- 3.1.4. Every additional hours will be charged based on the price written on the agreed quotation for each BVC crew members.
- 3.2. A half-day of shooting consists of 5 hours, and it includes:
  - 3.2.1. The transportation time of the crew and gears from our headquarter to the location of the contract
  - 3.2.2. The transportation time back to our headquarter
- 3.3. Every additional hours will be charged based on the price written on the agreed quotation for each BVC crew members.

### 4. Delivery

- 4.1. If the Client is present on set during the shoot, the quality of the sound and picture of the delivered product is its sole responsibility.
- 4.2. In case of full production (with post production/editing), delivery times are given for information only.
- 4.3. The video shall be made available for acceptance at agreed stages. At each agreed stage changes to the video shall only be permitted to the extent that such changes are consistent with the initial contract.
- 4.4. The Client agrees to provide all the material and information that BVC may need to perform the contract in due time.
- 4.5. No delay in delivery may result in termination by the Client of the sales contract or payment of damages from BVC.

### 5. Copyright Policy

- 5.1. All copyrighted material provided by the Client remain its property.
- 5.2. All copyright vested in the media produced by BVC shall be assigned to the Client subject to the following:
  - 5.2.1. Payment in full is received from the Client for all outstanding invoices;
  - 5.2.2. The Client grants BVC a royalty free license to use all the material produced by BVC for its own promotional purposes such as on BVC website or any other media;
  - 5.2.3. All design concepts such as logos, themes, models together with all copyright in any music shall remain vested in BVC and shall be made available to the Client on license save that the Client shall only be permitted to use such material and design concepts for the purpose identified in the agreed quotation;
  - 5.2.4. Our enforcement of the above conditions is subject to our adherence to the Storage Policy as outlined below.

### 6. Storage Policy

- 6.1. All media produced by BVC on the Client's behalf will be stored as follows:
  - 6.1.1. All footage will be captured in High-Definition (as standard) and stored on professional format digital media and transferred to at least 2 HDD in our studio for editing and/or file transfer purpose.
  - 6.1.2. All footage will be saved on 2 separate hard drives and our protected server. This is retained at BVC headquarter on password protected computer systems until completion of the postproduction process;

### 7. Termination and breach of the contract

- 7.1. Dates of production are agreed in advance and confirmed by the Client. Where these dates are cancelled on the Client's request, the following charges will apply:
  - 7.1.1. In the event of any cancelation by the Client of an agreed production service, the Client is liable to BVC as compensation for withdrawal, for an amount equal to a third of the value excluding VAT of the selling price.
  - 7.1.2. In the event of any cancelation by the Client of an agreed production service less than 72 hours before the day of the contract, the Client liable to BVC as compensation for withdrawal, for an amount equal to two-third of the value excluding VAT of the selling price.
  - 7.1.3. In the event of any cancelation by the Client of an agreed production service less than 48 hours before the day of the contract, the Client is liable to BVC as compensation for withdrawal, for an amount equal to the selling price excluding VAT.
- 7.2. Each party has the right, after a notification made by registered mail unsuccessful for 15 days, to terminate the convention in the event either party would still have to perform all or part of its contractual obligations.

### 8. Subcontracting and Assignment

- 8.1. BVC may subcontract all or part of the execution of the contract to a third party without the prior written consent of the Client.
- 8.2. BVC may assign any part of the sale to a third party without the prior written consent of the Client.

### 9. General

- 9.1. The invalidity or unenforceability of any clause of these terms cannot affect the validity or enforceability of any remaining clauses. Where applicable, the parties undertake to replace such void or unenforceable clause by a valid one that is closest to an economic perspective of such void or unenforceable clause.
- 9.2. The fact that BVC does not avail itself of these general terms and conditions at a given moments, cannot be construed as a waiver to invoke it later.
- 9.3. Any communication or notification between parties will be validly effected by registered mail, fax, and electronic mail with return receipt to BVC, at its headquarters and for the buyer, at the Client address.

### 10. Law and Jurisdiction

- 10.1. Belgian law governs these general terms and conditions.
- 10.2. Any dispute concerning the formation, execution, interpretation of these general terms and conditions and conventions to which they apply and which cannot be amicably resolved, are subject to the exclusive jurisdiction of the courts of Brussels.