

These terms and conditions apply to all obligations, which also includes, but is not limited to, obligations to manufacture designs and/or productions and/or delivery or the making available of audiovisual works, following from the agreement to which these conditions have been declared to apply. They also apply to all obligations which follow from agreements concluded between the parties afterwards, other actions or precontractual legal relationships. Furthermore, they apply to all obligations which follow from actions, performed in relation to such agreements, actions or precontractual legal relationships.

Offer:

I-MOR b.v. draws up its offers as complete and transparent as possible, to ensure that there are no surprises for the customer later on. Nevertheless, it may occur that a client has additional wishes during the production, which were not yet included in the offer and the briefing. These extra hours are charged on the basis of a fixed hourly rate, on top of the invoice amount agreed upon in the offer. Additional costs are always communicated before carrying out the work activities, unless agreed upon otherwise. The fixed hourly rate for additional work activities is € 75 per hour per person. An offer is valid up to 14 days after the date. In the event of delay and/or cancellation of the project from the client, it is not possible to use the available money for other purposes or to transfer it to other work activities.

Copyright and use:

Concepts, ideas and proposals which are developed for a client fall under the copyright, are formally and legally in possession of I-MOR b.v. In the event of violation or abuse of this copyright, I-MOR holds the organisation or person in question liable. This liability has legal and financial consequences, any costs for reproducing without permission (for example, squeeze-out of actors and performing rights) will be charged to the client. The copyright rests on all I-MOR productions. It is not allowed to multiply, reproduce or edit an I-MOR production without the permission of I-MOR. It is possible to take a free license for the copyrights in agreement with I-MOR b.v.

I-MOR b.v. reserves the right to use the created images and sounds for their own portfolio expressions.

The raw image material which is used in montages is stored by I-MOR in the archive, other image material is removed after delivery. After delivery of the production, I-MOR b.v. reserves the rights on non-used material. It is possible to purchase and/or store all the image material in consultation with I-MOR b.v.

I-MOR b.v. is not liable for claims of third parties which arise from unlawful use of music and/or image licenses by the client.

Payment conditions:

All invoices will be paid by the client in accordance with the payment conditions referred to on the invoice. In the event of a lack of specific conditions, the client will pay within thirty days after the invoice date. Each payment serves to pay the oldest outstanding invoice.

After agreement of the offer, 50% of the total amount is invoiced. The remaining 50% is invoiced after completion of the first assembled version. In the event of delay in the project, which I-MOR b.v. did not have any influence on, the planned date of delivery is followed for sending the final invoice.

Liability:

Except for any obligations on our side, we can never be held liable to pay any damages to the purchaser and others. Unless there is a case of intent on our side (by those who holds us liable with the means to prove this by law), that which is purchased still needs to be taken within the agreed upon time. In particular, we are also never liable for consequential damage or loss or direct trading loss, direct or indirect damage or loss, regardless of what it is called, loss of profit and loss owing to stoppage, which includes suffered by the client, the subordinates of the client and arisen with those put to work by the client or third parties, by whole or partial (re)delivery of items, delayed or unsound delivery, or the failure of materialization of items or by the items themselves.

The purchaser is obligated to indemnify us for all claims which third parties might make against us pertaining to the execution of the agreement, to the extent that the law does not dictate otherwise when it comes to the damage and loss and costs following from the claims being at the expense of the purchaser.

I-MOR b.v. is never liable for the legal consequences and user licenses involving placement of audiovisual content. The client is at all times responsible for placed content.

Final provisions

The Dutch law exclusively applies to all agreements with I-MOR b.v. as well as on these terms and conditions. For all possible disputes following from an agreement with I-MOR b.v. as well as disputes following from these terms and conditions, an attempt will first be made to affect an amicable settlement. All possible disputes following from or related to an agreement between I-MOR b.v. and the other party will, to the exclusion of any institution whatsoever, be submitted for settlement to the Subdistrict Court or the District Court of the territorial jurisdiction of the area of location of I-MOR b.v.