

GENERAL TERMS AND CONDITIONS OF GOODLIGHT

Article 1. Terms and definitions

In these general terms and conditions, the following terms will have the following meanings, unless expressly stated otherwise:

Goodlight: Goodlight, the user of these general terms and conditions, registered with the Chamber of Commerce.

Client: the person or business issuing the order for the activities, or the co-contracting party of Goodlight.

Agreement: The agreement by which Goodlight undertakes towards the Client to perform or arrange the performance of activities.

Project/Projects: the services provided by Goodlight and goods associated with these services, including, but not limited to, video productions, concept and communication advice, and other multimedia products in the broadest sense, as laid down in the Agreement and any documents declared applicable in it.

Activities: the performance of services, the provision of advice, and/or the supply of goods, without any subordination and without an employment relationship, all in the broadest sense and as specified in the order confirmation or quotation.

Terms and Conditions: these general terms and conditions of Goodlight.

Article 2. General provisions

The Terms and Conditions apply to all legal relationships, including each proposal and quotation, all agreements concluded and services performed by Goodlight, and to the Agreement between Goodlight and the Client, insofar as the parties have not expressly deviated from these Terms and Conditions in writing.

If any provision of these Terms and Conditions should be wholly or partly void or voided, the remaining provisions of these Terms and Conditions will remain in full force. In such cases, Goodlight and the Client will consult to agree on new provisions to replace the void or voided ones, keeping the intent and purport of the original provisions as close as possible.

Goodlight's failure to constantly demand strict compliance with these Terms and Conditions does not imply that they do not apply, nor does it mean that Goodlight loses the right to demand strict compliance with these Terms and Conditions in other cases.

Deviations from these Terms and Conditions are only valid if expressly agreed in writing and only pertain to the specific Agreement to which the deviations relate.

Goodlight expressly rejects the applicability of the general terms and conditions or any other conditions of a general nature on the Client's part. In case of any inconsistencies between the provisions of these Terms and Conditions and those in the Agreement, the text and content of the Agreement will prevail.

Article 3. Formation of the Agreement

Quotations and proposals issued by Goodlight are free of obligation and revocable, unless otherwise stated in writing.

If the service or good related to a quotation or proposal becomes unavailable, the Client cannot derive rights from this quotation or proposal.

Goodlight can make the offer to conclude an Agreement either verbally or in writing, based on information provided by the Client, with Goodlight relying on the correctness and completeness of this information. If the information is incorrect or incomplete, the Client cannot derive rights from an accepted quotation or proposal. Likewise, Goodlight is not bound to its quotation or proposal if the Client should reasonably understand that it contains an obvious mistake or clerical error.

The Agreement is formed:

a) when the Client accepts a proposal or quotation issued by Goodlight in unchanged form either verbally or in writing; or

b) when the Client signs and returns a quotation or order confirmation drawn up and sent by Goodlight; or
c) if the offer is issued verbally, or if the signed order confirmation has not been returned yet, when Goodlight starts the performance of the Activities at the Client's request, with the order confirmation by Goodlight (if any) determining the Agreement's content.

The Client providing information or material to Goodlight for the purpose of performing the Activities is considered equivalent to a request as referred to in Paragraph 4(c) above.

Documents, drawings, technical specifications, designs, and calculations related to the quotation or proposal produced by or on instructions of Goodlight remain Goodlight's property and may not be shared with third parties or copied without Goodlight's express consent. If no Agreement is formed, these documents must be returned to Goodlight within 14 days of a request from Goodlight.

Article 4. Implementation of the Agreement

All services provided by Goodlight are performed on a best-efforts basis, unless Goodlight has expressly guaranteed a specific result in the Agreement, and this result is described in sufficient detail.

Goodlight is entitled to outsource certain activities to third parties if necessary for the proper execution of the Agreement. The applicability of Sections 7:404, 7:407(2), and 7:409 of the Dutch Civil Code is expressly excluded.

Goodlight will not be liable for losses resulting from failures of third parties engaged. Each order to Goodlight includes the authority to accept any limitations of third parties' liability on behalf of the Client.

The Client is responsible for providing all data that Goodlight deems necessary, or which the Client should reasonably understand as necessary, for implementing the Agreement in a timely manner.

Upon receiving the required data, texts, and/or footage, Goodlight will begin implementing the Agreement as soon as possible. If Goodlight does not receive the necessary data on time, it has the right to suspend the implementation of the Agreement and/or pass on the additional costs resulting from the delay to the Client.

Any implementation period specified by Goodlight is indicative unless otherwise agreed in writing. If a specific implementation period is agreed upon, it will not commence until the Client has provided the necessary data for the Agreement's implementation. Goodlight can only be declared in default in writing, and it will be given at least 14 days to fulfil its obligations.

If it's agreed that the Agreement will be implemented in phases, Goodlight may suspend the implementation of subsequent phases until the Client has approved the results of the preceding phase in writing. Goods to be delivered will be shipped as indicated by Goodlight. If the Client requests a different shipping method, such as fast or express delivery, the Client will bear the additional costs.

Article 5. Amendment of the Agreement

If it becomes apparent before starting the Activities or during the implementation of the Agreement that proper execution requires changes or additions to the Agreement and the Activities therein, the parties will timely and consultatively adjust the Agreement.

If proper execution necessitates changes or additions to the Agreement, Goodlight is entitled to postpone implementation until an agreement on all changes and/or additions, including the completion time, compensation, and other conditions, is reached. Non-implementation or delayed implementation of the amended Agreement does not constitute a breach of contract by Goodlight and does not give the Client the right to suspend, cancel, or terminate the Agreement.

Article 4(7) of these Terms and Conditions will apply analogously if the Agreement is amended or supplemented as referred to in this article, resulting in an extension of the implementation period.

Article 6. Fees

Prices in a quotation or proposal from Goodlight are in euros, excluding VAT, other government levies, and costs incurred under the Agreement, like travel, subsistence expenses, shipping, and administrative charges, unless otherwise stated.

The final fee owed by the Client to Goodlight is based on subsequent costing, calculated using the hourly rate, total time spent, and costs incurred, unless a fixed amount is expressly agreed in writing. VAT is payable by the Client, and any advance payments will be offset against the final invoice.

Goodlight can request a reasonable advance payment from the Client, at least covering the fee for upcoming Activities. Goodlight may suspend starting the Activities until the advance is paid. For Agreements exceeding EUR 1,500, or if Goodlight incurs significant third-party costs, a 50% deposit of the total Agreement amount is required within 14 days of Agreement formation.

Goodlight may increase the agreed fee if the workload significantly exceeds initial estimates, making the originally agreed fee unreasonable. Goodlight can also increase the fee if required by law, regulatory obligations, cost increases, or other unforeseeable circumstances at the Agreement's formation. The Client cannot terminate the Agreement due to such an increase.

Travel and subsistence expenses, and costs for obtaining performance rights are considered additional costs, not included in the quotation. These will be itemized on the final invoice. Goodlight applies a EUR 0.30 per km mileage allowance, unless otherwise agreed.

The Client must reimburse all reasonable expenses incurred by Goodlight during the execution of the order or for the Project. Besides Goodlight's service fees, the Client must pay invoices for expenses and third-party services, including VAT, either per phase or post-Activities completion. These costs may be included in the final invoice if possible.

If the Client cancels the Agreement within 24 hours before starting the Activities, 50% of the wage costs and 25% of the equipment costs are due. Costs for canceling rented materials and engaged third parties are the Client's full responsibility as per their terms.

Article 7. Payment

Payments must be made within 30 days of the invoice date. Goodlight may specify the payment method. This term is as defined in Section 6:83(a) of the Dutch Civil Code.

The Client cannot offset amounts owed to Goodlight unless acknowledged by Goodlight or legally ascertained.

Invoice objections do not suspend the payment obligation. The Client cannot suspend payment for any reason unless Part 6.5.3 of the Dutch Civil Code applies.

If the Client fails to meet its obligations, all reasonable out-of-court collection costs, calculated as per the Extrajudicial Collection Costs (Standards) Act, are borne by the Client.

Article 8. Duration and Termination of Agreements

Agreements are for a definite period unless their nature implies an indefinite duration.

Both parties can terminate an open-ended Agreement with a one-month notice via registered post.

Fixed-term Agreements cannot be terminated prematurely, except under urgent circumstances communicated in writing. The Client must still pay the full agreed fee.

If the Client prematurely terminates the Agreement, Goodlight is entitled to compensation as per Section 7:764 of the Dutch Civil Code. In non-contracting work cases, compensation includes underutilization loss and additional costs incurred due to early termination.

Bankruptcy, moratorium application, or business cessation of either party permits the other to terminate the Agreement immediately.

Goodlight can suspend or terminate the Agreement if the Client fails to meet its obligations, presents a risk of non-fulfillment, or fails to provide adequate security for fulfilling its obligations.

Goodlight can withhold Project deliveries or documents until all claims against the Client are fully paid.

If execution or delivery delay is caused by the Client or force majeure, Goodlight can charge the full agreed amount, plus compensation for additional costs, losses, and interest.

Upon Agreement termination, all Goodlight's claims against the Client are immediately due.

Article 9. Voice-over Rights and Performing Rights

Voice-over costs are additional and not included in the quotation, unless otherwise agreed. These will be included in the final invoice.

Fees for collecting societies (e.g., Buma/Stemra, SENA) for copyrights or usage rights in video productions or online communication are the Client's responsibility. The Client must handle registration, funding, and payment of these fees. Goodlight will invoice the actual costs determined by the collecting society retrospectively.

Article 10. Liability

Goodlight will perform its activities with due care and to the best of its ability. If errors occur because the Client provided incorrect or incomplete information, Goodlight will not be liable for resulting losses.

Goodlight is not responsible or liable for the content of promotional material supplied by the Client.

The Client is liable for any losses sustained by Goodlight due to the Client's failure to fulfill obligations from the Agreement and these Terms. The Client must immediately inform Goodlight in writing of any changes in its data. Failure to do so makes the Client liable for any resulting losses to Goodlight.

In case of Goodlight's imputable failure in the Agreement, liability is limited to alternative compensation, i.e., the value of the undelivered performance.

Goodlight's liability is limited to the fee received for its activities under the Agreement. For agreements exceeding six months, liability is capped at the fee for the last six months.

Liability is further limited to the insurance payout for the specific case, plus any excess. Goodlight may offset this against unpaid invoices from the Client.

Liability limitations do not apply in cases of gross negligence or willful misconduct by Goodlight or its senior staff.

Goodlight is not liable for losses caused by third parties engaged on the Client's instructions.

Goodlight is not liable for indirect or consequential losses, including lost profits, business interruption, loss of data, or failure to meet deadlines. The Client indemnifies Goodlight against all third-party claims related to losses, costs, or expenses arising from the implementation of the Agreement.

After 12 months from the provision of advice or completion/delivery of works, any claims against Goodlight for failures or errors become time-barred.

Article 11. Force Majeure

'Force majeure' includes all unforeseen external causes preventing Goodlight from fulfilling its obligations, such as third-party impediments, illness, strikes, power outages, traffic or communication disruptions.

Goodlight may suspend obligations during force majeure. If it lasts over two months, either party can terminate the Agreement without compensation.

Goodlight can invoice separately for parts of the Agreement fulfilled before or during force majeure, which the Client must pay.

Article 12. Complaints

The Client must check within a month of delivery or completion if Goodlight met the Agreement and report any issues. Complaints must be detailed and written. Failure to report in time means the Client cannot claim faults in Goodlight's performance. Compliance is assumed if the Client fails to conduct the investigation or communicate in time. Performance is considered proper if the Client has used, modified, or processed the delivered product, or has supplied it to third parties, unless the Client followed the complaint procedure.

Article 13. Secrecy

Both parties must keep confidential information obtained during the Agreement secret, unless required to disclose by law or if the information is public.

Without the Client's consent, Goodlight cannot use information provided by the Client for purposes other than intended. Exceptions apply in legal proceedings.

The Client must not disclose Goodlight's reports, advice, or communications unless legally required or with Goodlight's consent.

Article 14. Retention of Title and Client's Items

All projects, goods, or service results remain Goodlight's property until full payment.

Goodlight retains created works for a year, with longer storage available for an additional fee.

Goodlight will care for items entrusted by the Client, but is not liable for any damage to them.

Goodlight is not responsible for the loss of created works due to unforeseen circumstances like computer crashes or theft.

Article 15. Intellectual Property

Goodlight reserves all rights and powers granted under the Copyright Act and other intellectual property rights concerning Projects it delivers, such as video productions, ideas, images, concepts, illustrations, or designs. These items cannot be duplicated, reproduced, or modified without Goodlight's written consent.

Copyrights can be negotiated with Goodlight. In return for a license fee or royalty, a usage format may be agreed upon, granting the Client freedom to use the content.

By ordering the use, duplication, or reproduction of materials protected by intellectual property laws, the Client assures that no third-party intellectual property rights are violated and indemnifies Goodlight against any legal consequences of such use.

Unless specifically agreed in writing, orders do not include investigations into the existence of third-party intellectual property rights or explorations into protecting the work delivered by Goodlight.

Goodlight has the right to attach or remove its name from a Project unless it conflicts with the Project's nature. The Client agrees not to produce, release, or reproduce the Project without acknowledging Goodlight.

Goodlight licenses the Client to use the Project according to the purpose agreed upon at the time of the order or the plans announced to Goodlight before concluding the Agreement.

This license is contingent on the Client fulfilling its financial obligations. The license is exclusively for the Client's use, or its legal successors, within the Netherlands unless otherwise agreed. Use of the Project outside the Netherlands without consent incurs a customary industry fee.

The Client is responsible for the costs of obtaining any third-party licenses necessary for fulfilling the Agreement, such as for fonts, software, corporate style elements, photographs, videos, stock images, and compositions.

The Client is principally responsible for resolving portrait rights of individuals involved in a video production and for image rights related to buildings, artworks, or locations. The costs of securing and settling these rights will be borne by the Client and invoiced additionally, unless otherwise agreed. Agreements or releases arranged by Goodlight are valid only for the predetermined period, and their renewal or modification can only be done by Goodlight.

Both Goodlight and the Client have the right to use or multiply a Project or video production for their own promotion, like on a showreel, website, film festival, or similar events, without prior consent or fees. Goodlight may also create and release a 'director's cut' of footage from the Agreement. Any deviations from these terms must be expressly agreed in writing.

However, Goodlight's use of the Project or video production, as mentioned above, is only permissible after its initial release. If the Project or film becomes unsuitable for screening, the Client must inform Goodlight in writing, after which Goodlight will no longer have the right to use the video production for these purposes.

Article 16. Privacy

By entering into the Agreement, the Client authorizes Goodlight to process their personal data for implementing the Agreement and managing Goodlight's operations. This data will be accessible only to Goodlight and will not be shared with third parties, except as required by law, court order, or for proper execution of the Agreement.

When Goodlight processes personal data on behalf of the Client, it acts as a data processor under the Personal Data Protection Act. The Client, as the data controller, must fulfill all obligations under this Act and indemnify Goodlight against any claims arising from non-compliance with these obligations.

Goodlight will implement suitable technical and organizational measures to protect the Client's personal data from loss and unlawful processing. These measures will be designed to provide a level of security appropriate to the risks involved in the data processing and the nature of the data.

The responsibility for reporting data breaches lies solely with Goodlight when it involves processing the Client's personal data stored by Goodlight.

Article 17. Applicable Law

The Agreement and all related agreements between the Client and Goodlight are governed exclusively by Dutch law.

Any disputes arising from or related to the interpretation or implementation of the Agreement will be resolved by the District Court of Amsterdam.

Article 18. Location and Amendment of Terms and Conditions

These Terms and Conditions are filed with the Chamber of Commerce in Amsterdam. Goodlight will provide a copy upon request. They can also be viewed, downloaded, and stored via Goodlight's website.

The applicable version of these Terms and Conditions is either the most recently filed version or the version that was in effect when the Agreement with Goodlight was formed.

Goodlight reserves the right to amend these Terms and Conditions by providing the Client with the new version. These amended Terms and Conditions will then apply to all future agreements and orders.