

Terms & Conditions

1.

Article 1 Definitions

1. Laura Knipsael Photography, established in Roermond, Chamber of Commerce number 66425298, is hereinafter referred to as the photographer.
2. The counterparty is hereinafter referred to as the client.
3. The agreement refers to the contract under which the photographer performs work for the client in return for payment, and to which these terms and conditions apply.

2.

Article 2 Applicability of the Terms and Conditions

1. These terms and conditions apply to all work performed by or on behalf of the photographer to which these terms and conditions have been declared applicable, unless explicitly and in writing deviated from.
2. The most recently provided version of these terms and conditions always applies. The photographer is entitled to unilaterally amend the terms and conditions if deemed necessary. In such case, a new version of the terms and conditions will be provided. If the new amendments contain significant changes that adversely affect the client,

the client has the right to terminate the agreement.

3. The applicability of the client's general terms and conditions is expressly rejected.
4. If one or more provisions of these terms and conditions are at any time wholly or partially null and void, or annulled, the remaining provisions shall remain fully applicable.

3.

Article 3 Quotations

1. If no acceptance period is stated in the quotation, the quotation expires after 30 calendar days. A quotation must always be confirmed in writing.
2. Acceptance of the quotation automatically constitutes acceptance of these terms and conditions.
3. The photographer cannot be bound by her quotation if the client could reasonably understand that the quotation, or part thereof, contained an obvious mistake or error.
4. Quotations do not automatically apply to subsequent assignments.
5. Anything delivered beyond what was quoted will be regarded as additional work and will be invoiced as such.

4.

Article 4 Fees and Payments

- 1.** The agreement is entered into for a fixed term, unless the nature of the agreement dictates otherwise or unless the parties expressly and in writing agree otherwise.
- 2.** The quotation specifies the package price of the chosen service as agreed, or an hourly rate with estimated hours. Any additional costs, such as location rental, additional personnel, travel and parking costs, and license fees, will be listed separately. Re-orders, as well as additional work resulting from a change in the agreement or a change in the photographer's standard style, will be invoiced separately.
- 3.** The photographer is entitled to request a deposit. Unless otherwise agreed, the remaining payment must be made in one installment. The photographer is entitled to suspend the agreement until full payment has been received.
- 4.** The fees agreed upon at the conclusion of the agreement are based on the price level at that time. The photographer has the right to adjust the fees annually. She also has the right to adjust the fees at any time when changed circumstances

require it. Adjusted rates will be communicated to the client as soon as possible. If this is done within three months of entering into the agreement, the private client has the right to terminate the agreement.

5. Invoices must be paid within 14 calendar days of the invoice date, unless the parties have agreed otherwise in writing or another payment term is stated on the invoice.

6. If the client fails to pay an invoice on time, the client will be in default after a written notice of default has been sent and statutory interest will be due. The interest on the due amount will be calculated from the moment the client is in default until the moment of full payment.

7. If the client is in default of fulfilling his obligations, all reasonable costs incurred to obtain satisfaction out of court will be borne by the client.

8. In the event of liquidation, bankruptcy, seizure, or suspension of payment of the client, the photographer's claims are immediately due and any licenses granted will lapse.

5.

Article 5 Provision of Information by the Client

1. The client shall make all information relevant to the execution of the assignment available to the photographer in a timely manner.

2. The client guarantees the accuracy, completeness, and reliability of the information provided, even if it originates from third parties. The photographer shall treat this information confidentially.

3. The client indemnifies the photographer against any damage resulting from failure to comply with the provisions of this article.

4. If the client does not provide the requested information in time, and the execution of the assignment is delayed as a result, the resulting additional costs shall be borne by the client.

6.

Article 6 Execution of the Agreement

1. The photographer shall carry out the assignment to the best of her technical and creative ability. The photographer is not liable for failure to achieve the result intended by the client.

2. The client must ensure circumstances are as favorable as possible for the photographer during a shoot.

3. If the client desires a specific location for the shoot, the client is responsible for arranging the location and associated costs, unless otherwise agreed.

4. If the photographer encounters obstruction by third parties during the execution of the agreement, she cannot be held liable for diminished results as a consequence.

5. The client must be present on time for an agreed shoot. If the client is late, this time is forfeited.

6. The photographer is entitled to engage third parties in carrying out her work.

7.

Article 7 Modification and Cancellation

- 1.** In the event of unforeseen circumstances, the photographer has the right to interrupt, reschedule, or cancel a shoot. Unforeseen circumstances include illness, extreme weather conditions, and issues relating to materials necessary for proper execution of the agreement. The photographer shall notify the client of such changes as soon as possible. If possible, the parties shall agree on a new date. In other cases, the client has the right to terminate the agreement.
- 2.** The photographer is entitled to terminate the agreement if new facts or circumstances arise which disrupt the relationship of trust. In such case, the photographer is not obliged to pay compensation.
- 3.** Cancellation by the client for a shoot is only possible in writing. Cancellation can take place free of charge up to 14 calendar days after entering into the agreement, unless the work is carried out within these 14 days or the agreement is concluded B2B. Outside this statutory cooling-off period, the following rules apply: cancellation

between 1 week and 48 hours before the shoot – 25% of the costs will be charged; cancellation between 48 hours and 24 hours before the shoot – 50% of the quoted costs will be charged; cancellation within 24 hours or failure to appear – 75% of the costs will be charged, unless the photographer cannot demonstrate these cancellation costs are reasonable. Any additional costs already incurred must also be reimbursed.

8.

Article 8 Social Media Subscription

- 1.** A subscription is taken out for a predetermined period of time.
- 2.** Once the subscription is agreed, the first invoice for the first shoot will be sent. After payment, the dates will be scheduled as far as possible. From the moment the photographer reserves the dates, it is no longer possible to terminate the subscription free of charge, unless otherwise agreed.
- 3.** The client will be invoiced monthly during the subscription, and each invoice must be paid before the next shoot.
- 4.** If the client fails to pay on time, the reserved date for that month may lapse, but the payment obligation remains.

9.

Article 9 Force Majeure

1. In the event of force majeure, the parties are entitled to interrupt, reschedule, or cancel the agreement. Force majeure includes situations in which performance is temporarily or permanently prevented by circumstances beyond the parties' reasonable control, such as illness, accidents, or fire.

2. Force majeure also includes: war, unrest, hostilities of any kind, blockade, boycott, natural disasters, epidemics, shortage of raw materials, transport disruptions, business disruptions, import/export restrictions or bans, and measures, laws, or decisions of governmental bodies.

3. If such a situation arises and the agreement cannot continue temporarily, obligations are suspended as long as performance is not possible. The parties will seek a solution, such as rescheduling. For rescheduling beyond one year after the original date, the photographer is entitled to apply her new rates. If the situation continues without a suitable solution, either party may terminate the agreement in writing. Costs incurred up to that point

remain due.

4. For business agreements, the parties must reschedule the agreement, and the payment obligation remains, unless otherwise agreed.

5. If the client wishes to reschedule due to COVID-19 while government measures do not prohibit continuation, the photographer may charge related costs. Rescheduling beyond one year from the original date will be considered cancellation, after which a new agreement can be made under the then-current rates.

10.

Article 10 Liability for Damage

1. The photographer is not liable for damage arising from this agreement unless caused intentionally or by gross negligence, or if mandatory law dictates otherwise.

2. The photographer is not liable for damage caused by reliance on incorrect or incomplete data provided by the client or third parties.

3. The photographer is not liable for loss, theft, or damage to personal property of the client during a shoot on location.

4. The photographer cannot be held liable for color deviations on uncalibrated screens or prints produced by third parties.

5. The photographer is not liable for delays caused by third parties.

6. The photographer is not responsible for weather conditions in the photos. A shoot may be rescheduled in case of poor weather forecasts.

7. The client remains responsible at all times for applying or carrying out knowledge or actions gained during an agreement.

8. The client is responsible for obtaining permission from all

attendees to be photographed at locations or other events.

9. The client is responsible for creating a backup of delivered files.

10. If the client causes damage to equipment during a shoot, the client must reimburse the appraised value.

11. If the photographer is liable for direct damage, liability shall not exceed the amount paid out by insurance, or if no payment is made, the amount invoiced by the photographer, unless fairness dictates otherwise.

12. The client indemnifies the photographer against third-party claims related to services and goods delivered.

11.

Article 11 Copyright, License, and Publication

- 1.** The rights to materials and content provided by the photographer remain with the photographer. The client is not permitted to reproduce, publish, or share the materials beyond the granted license without prior permission.
- 2.** The client is granted limited publication rights for the agreed purpose after full payment. Photos may not be used for other purposes without an additional license.
- 3.** For commercial use, the client must obtain permission from the photographer.
- 4.** The client may not edit or crop delivered photos. This includes adding text or using filters.
- 5.** The client must credit the photographer when using photos on social media.
- 6.** Any action contrary to this article constitutes copyright infringement.
- 7.** In case of infringement, the photographer is entitled to compensation of at least three times the usual license fee, without prejudice to compensation for additional damage.
- 8.** By entering into the agreement, the client grants

the photographer permission to use the images for advertising, social media, magazine articles, print, exhibitions, portfolio, and demonstrations, unless explicitly objected to before the shoot. If personal data are visible, a consent form will be used.

12.

Article 12 Special Provisions

- 1.** Both parties are obliged to confidentiality regarding all confidential information obtained under the agreement. The client is referred to the privacy statement for further details.
- 2.** The photographer reserves the right to cancel part of a shoot in cases of sexual harassment, bullying, violence, threats, or other undesirable behavior by the client or attendees. In such cases, the client cannot claim reimbursement of amounts already paid.

13.

Article 13 Delivery

- 1.** The photographer shall make every effort to deliver the desired photos as soon as possible, considering the agreed estimated delivery time. However, no rights can be derived from this estimate.
- 2.** The photographer edits photos at her own discretion. Selected photos are edited according to normal standards. The client declares familiarity with the photographer's style. Additional requests constitute additional work and will be invoiced.
- 3.** Photos will be delivered in high resolution via an online gallery or Dropbox Transfer.
- 4.** The photographer does not deliver unselected and/or unedited (RAW) material.

14.

Article 14 Archiving

1. If photos are lost before delivery, the shoot will be repeated free of charge.
2. After delivery, the client is responsible for safeguarding the photos.
3. The photographer archives and stores selected and edited photos for 6 months. After this period, the obligation to archive lapses.

15.

Article 15 Complaints

1. The client must submit complaints about quotations, invoices, and/or services in writing within 8 working days of the complaint arising, with motivation.
2. Complaints during a shoot must be reported immediately upon viewing a preview, so they can be corrected on the spot.
3. If a defect is reported later, corrections will be invoiced at an hourly rate.
4. Filing a complaint does not suspend the payment obligation.

16.

Article 16 Dispute Resolution

1. These terms and conditions are governed by Dutch law.
2. The parties shall only appeal to the court after making every effort to resolve disputes through mutual consultation. Disputes will be settled by the court in the district where the photographer is established, unless mandatory law dictates otherwise.
3. Contrary to statutory limitation periods, the limitation period for all claims and defenses against the photographer and involved third parties is 12 months.

Cancellation & Confidentiality

Cancellation

Cancellation by the client for a shoot is only possible in writing. Cancellation can take place free of charge up to 14 calendar days after entering into the agreement, unless the work is carried out within these 14 days or the agreement is concluded B2B.

The photographer has reserved time for the scheduled shoot.

If there are no valid circumstances, outside this statutory cooling-off period, the following rules regarding cancellation of a shoot apply:

- In case of cancellation between 1 calendar week and 48 hours before the scheduled shoot, 25% of the costs will be charged;
- In case of cancellation between 48 hours and 24 hours before the shoot, 50% of the quoted amount will be charged;
- In case of cancellation within 24 hours or a no-show, 75% of the costs will be charged.

If additional costs have been incurred for the execution of the agreement, the client must also reimburse these costs upon cancellation.

Confidentiality

The contractor is obliged to keep confidential all confidential information of the client, such as business data, financial or technical information, or the customer base obtained in the context of the agreed work. Such information may only be provided to third parties with the client's prior written consent.

Independent Professional Practice

The contractor declares to perform the agreed work in the independent exercise of his profession.