



ARGUS

Terms & conditions

Article 1: Definitions

Terms and Conditions	applied by Argus and between the Parties concerned are the general terms of delivery, also described on the Argus website.
Argus	Argus Productions BV
Services	the Services to be provided by Argus are described in the Order Confirmation.
Order Confirmation	the written tender wherein the Services are described and which has been accepted by the Client.
Client	every natural person or legal entity who has come to an Agreement or is negotiating one with Argus.
Agreement	the Order Confirmation agreed by Argus and the Client including the Terms and Conditions.
Parties	Argus and the Client; each Party is represented by themselves individually.

Article 2: Applicability and general agreement

2.1 These conditions are applicable to all tenders, offers, services, agreements and assignments executed by or in the name of Argus as well as to all (legal) acts between Argus and the Client. Any deviations or addendums are to be agreed upon in writing by both Parties.

2.2 By entering into the Agreement or by factual use of Services by the Client, the Client agrees with the Terms and Conditions. The applicability of the Client's terms and conditions will be rejected. In case of conflict between the Agreement and the Terms and conditions, the Terms and conditions will receive priority, unless it is explicitly mentioned in the Agreement that a deviation from the Terms and conditions will be applied.

2.3 The Agreement includes the negotiated Services between Client and Argus. All occurrences and items discussed before the establishment of the Agreement will be ignored, unless specifically included in the Order confirmation. The Agreement replaces every prior written or verbal tenders and price indications. All tenders and offers are valid for fourteen (14) days, unless specified differently in the tender or offer. In case of modification of the tender or offer, the prior tender or offer is dropped.

2.4 The Agreement will come into effect either by written acceptance of the Order confirmation by the Client, or by the factual implementation of the Services provided by Argus by request of the Client.

2.5 In case of cancellation of the Agreement within 24 hours of the start of Services, 100% of the agreed fee will have to be paid to the Contractor. In case of cancellation the Client shall refund to Argus any preparation costs incurred.

In case of an Agreement with a fee of over €40.000,-, the Contractor will have to charge a non-refundable down payment of 50% within 30 days before start of the contract.

Article 3: Commitments parties

3.A Commitments Client

3.1 The Client is responsible for determining the type and the size of the Services required in accordance with the Client's demands.

3.2 The Client is required to provide Argus with all the necessary data, information, equipment, (technical) facilities and all other requirements as well as the necessary cooperation needed to correctly accomplish the Services established in the Agreement.

3.3 If the necessary requirements to correctly accomplish the Agreement are not duly or sufficiently provided by the Client or if the Client in any other way does not fulfil its obligations, Argus is entitled to cancel the Agreement and charge its usual rates for expenses incurred.

3.B Obligations Argus

3.1 Argus will draw up all tenders and offers to the best of its knowledge and ability.

3.2 Argus strives for the highest quality in delivering its Services. Argus employees are nevertheless committed merely to use their best endeavours, but not to achieve a result.

3.3 Argus has the right to be advised by or to employ a third party, either partly or entirely, while delivering its Services.

3.4 Argus will comply with its obligations regarding all applicable social insurance and tax legislation relating to the by Argus provided employees. Argus will safeguard Client of all claims and/or retrospective levies by the social security bureau or tax authorities due to attributable failing to comply with these obligations. On first request by Client Argus will provide Client with written proof of the levies of the social contributions and taxes referred to in this article.

Article 4: Fees and payments

4.1 The fee and other compensations that are to be transferred to Argus by the Client for the delivered Services provided by Argus are established in the Order conformation. If not mentioned in the Order conformation, travel time, travel- and accommodation expenses will be charges separately. All other compensations and fees are VAT excluded and other taxations implemented by the government.

In case of night work or working on public holidays Argus will charge an extra fee of 50% of the common day rate.

If a day rate, for whatever reason, is amended to an hourly rate a shift of at least 6 hours has to be applied.

4.2 Argus has the right to yearly adjust fees and tariffs in accordance with the price index (based on CBS) by written notification to the Client within a period of 30 days.

4.3 Unless agreed differently the payment period is thirty (30) days starting from the invoice date. Argus will invoice fees immediately after delivery, including potential additional work.

4.4 In event of late payment the Client is deemed without notice to be in neglect. As from the expiration date Argus will be entitled to charge legal interest in conformity with article 6:119a of the Dutch Civil Code notwithstanding any other rights it may have in the matter.

4.5. If the Client fails to comply after formal notice, Argus has the right to pass on the claim, in which case the Client is due to pay the amount owed as well as the reimbursement of judicial and extrajudicial costs, notwithstanding any other rights it may have in the matter.

4.6. In event of any kind of non-payment after the payment period Argus has the right to suspend all its obligations from the Agreement and any other current Agreements until full payment has been made, without prejudice to Argus' right to compensation and Argus will not in any way be obliged to compensate losses and costs, regardless of their cause.

Article 5: Duration and termination

5.1 The Agreement between Argus and the Client will be entered into for the duration of Services.

5.2 Cancellation will be carried out at least two (2) months before termination of the agreed duration and must be sent by registered post to the other Party.

5.3 Each one of the Parties has the right to suspend the Agreement, wholly or partly, out of court and effective immediately, by registered post in case of a default by the other Party, after being formally noticed of a reasonable deadline.

5.4 Argus also has the right to suspend, wholly or partly, without requiring any formal notice, out of court and effective immediately, if:

- (a) Client does not transfer the agreed fees within the agreed payment period;
- (b) Client requests moratorium of payment or if a moratorium of payment has been granted to Client;
- (c) Client files for bankruptcy, or if Client is declared to be in a state of bankruptcy;
- (d) Client's company is liquidated;
- (e) Client ceases its current operations;
- (f) Client has a change of control, or if Client acquires control or collaborates with a firm against which Argus has objections.

5.5 If Argus has already delivered the agreed Services at time of termination, are the payment obligations related to these Services immediately fall due. Fees that Argus has invoiced before the time of termination relating to Services which were part of the Agreement and that have already been fulfilled, are due without prejudice and are, at the time of termination, immediately fall due.

5.6 In event of the dissolution of the Agreement no obligations to undo occur in relation to Argus' delivered Services which have already been billed or paid for.

5.7 If Client feels Argus' Services did not suffice in any way whatsoever, Client will inform Argus about these shortcomings immediately. If no complaints have been reported to Argus, the right to complain about shortcomings expires within 30 days, starting from the moment Client has the opportunity to determine them. The payment of invoices will be regarded as acknowledging the correctness of the invoiced Services.

Article 6: Force majeure

6.1 In event of force majeure, the Party affected by force majeure will inform the other Party immediately about the situation, the cause(s) and the expected duration of the situation. Neither of the Parties is liable for delayed or non-fulfilment of obligations if they are directly or indirectly caused by circumstances or causes beyond their reasonable control.

Article 7: Accountability and indemnification

7.1 The accountability of Argus is limited to maximally the total amount of the value of the Services as described in the Order confirmation.

7.2 The accountability of Argus is in all cases limited to direct damage. Direct damage in these Terms and conditions shall be understood to be exclusively:

(a) the reasonable costs Client had to make for Argus to deliver the Services established in the Agreement. This will however not be compensated if Client has cancelled the Agreement.

(b) the reasonable costs made to identify the cause and size of direct damages, in so far as this identification is related to direct damages as established in these Terms and conditions.

(c) reasonable costs, made to prevent or to limit direct damages, in so far as the Client can substantiate these costs have led to limitation of direct damages as established in these Terms and conditions.

7.3 Argus is not accountable for indirect damages, including but not limited to consequential damage, loss due to business interruption and/or goodwill of the Client, damage due to loss or damaging of data. Argus is furthermore under no circumstances accountable for limitations in the use and loss of data, which could have been prevented by Client by providing decent storage methods as well as an adequate back up system.

7.4 Limitations of liability included in this article are not applicable when damages have been caused by intent or deliberate recklessness of Argus employees.

7.5 The accountability of Argus is only valid if Client holds Argus in contempt directly and properly, including a reasonable period for Argus to subsequently fulfil its obligations. Argus is also permitted, provided this happens on reasonable grounds, to postpone fulfilling its obligations until it is able to fulfil them. The default has to include a description as detailed as possible for Argus to react appropriately.

7.6 Client will fully safeguard Argus and its employees from responsibility in the event of any claim whatsoever from a third party, who might suffer damages during the fulfilment of the Agreement when the direct cause of the inflicted damage is not accountable to Argus or its employees.

Article 8: Intellectual property

8.1 Client guarantees Argus that no intellectual properties of third parties prevent the fulfilment of the Agreement by Argus. Client also guarantees it has complete and unlimited permission of all entitled parties for Argus to use footage under copyright in Client's programmes. This includes sound, images and other information carriers. Client will indemnify and safeguard Argus and all its related parties from responsibility for every claim concerning infringement of copyright as established in this article.

Article 9: Confidentiality and personal data protection

9.1 Client and Argus will verbally and in writing receive information of the other Party in relation to the Agreement. Information of which the other Party is or should be aware is of confidential nature, will be kept confidential and will not be revealed to third parties under any circumstances, except when this information:

(a) was already in receiver's possession without any requirement to maintain secrecy.

(b) was already in the public domain other than by infringement of Article 9 or by any publication of which the receiver, within reasonable limits, should or could have known at the moment of publication information was obtained illegally.

(c) has to be disclosed to their professional advisors respectively, under condition of confidentiality, and solely in so far as it is essential for any reasonable purpose.

(d) has to be disclosed on the basis of applicable rules of law, or regulations of stock exchange, or by order of any national, regional, municipal or other governmental body, or by any judicial decisions by any jurisdiction concerned, though in such case only after prior and timely consultation of the other Party concerning the requirement, the timing and the nature of the disclosure.

9.2 Information is in any case considered confidential if provider of information indicates it as such. Confidential information will only be used by receiver for its intended purpose.

9.3 As far as Argus processes personal data in accordance with Agreement by order of Client, Client will act as responsible or as controller of personal data in accordance with the valid rules of law. Parties will comply with regulations in accordance with the Data Protection Act. In the event a Party violates the Data Protection Act, it will indemnify the other Party for all claims and consequent damages.

Article 10: Non-solicitation clause

10.1 Client will, during a period of 1 year after termination of Agreement, and without prior written authorisation, contract or employ, in its broadest sense, Argus employees, directly or indirectly, who have been involved in fulfilling an Agreement. Argus will however grant permission in such cases if Client is prepared to offer Argus a suitable compensation. Potential obligations of Argus towards the employee in question will have to be taken over by Client.

Article 11: Applicable law and dispute settlement

11.1 The Dutch law is applicable on the Agreement. All disputes resulting from the Agreement will exclusively be submitted to the competent law in the precinct of Rechtbank Midden-Nederland.

11.2 The provisions of the previous paragraph shall not affect the obligation of all Parties to maximise efforts to bilaterally settle issues between themselves as much as possible.

Article 12: Other provisions

12.1 If a provision of these Terms & conditions is declared void or invalid, the validity of the other provisions of the Terms & conditions remains unaffected. Argus and Client will try their utmost to reach common ground on a new provision which will approach as closely as possible

the tenor and purpose of the petty or void provision.

12.2 Without the prior written permission of Argus, Client does not have the right to transfer its rights and/or obligations under an Agreement to any third party.

12.3 Any notification or other communication arising out of or in connection with Agreement should be provided in writing and has to be submitted or dispatched by courier or by registered mail to the address or fax number included in the Agreement, or any other address, given to Party with the purpose of, and in accordance with this article, to notify the other Party. In the event of a discrepancy in these Terms & conditions between the original Dutch text and a translation thereof, the original Dutch text will prevail.

12.4 If there is a discrepancy between a provision included in these Terms & conditions and a specified provision included in the Order confirmation, the Order confirmation prevails with regard to that specified provision.
