



Terms and Conditions

General and Privacy Conditions
Nano Media

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1.1 Client

Client is understood to mean the person who has given the assignment for the work.

1.2 Assignment

An assignment is understood to mean the request from the client to Nano Media to perform work against payment.

1.3 Activities

Work is understood to mean all that Nano Media makes and/or undertakes for the benefit of the client, within the framework of the assignments given by it with a view to its interests, or has it made and/or undertakes.

1.4 Quotation

Quotation is understood to mean the work specified to a greater or lesser extent and the budget of the costs associated with that work.

1.5 Draft

Concept is understood to mean: a product/service description and/or a visualization (a sketch, script, drawing, model, prototype or design) in which content, form and/or functionalities are recorded in such a way that an image is given of the potential end product and /or the service and its positioning in the market.

Article 2 Agreement, offer and confirmation

2.1 Applicability of general terms and conditions

These general terms and conditions apply to the formation, content and fulfilment of all agreements concluded between the client and Nano Media. The general terms and conditions of Nano Media apply at all times as applicable terms and conditions unless otherwise agreed in writing. Nano Media expressly does not provide services where its own general terms and conditions do not apply unless otherwise agreed in writing. In the event of convergence of uniform purchasing conditions used by the client and the present conditions, the latter will prevail. Terms and conditions used or declared applicable by the client that conflict with these terms and conditions cannot be recognized unless they have been declared in writing by Nano Media.

2.2 Offers and orders

Quotations are completely without obligation. Quotations cannot undergo changes as long as they are valid and correspond to the wishes and requirements already set. In the case of additional work, an assignment and price revision are always agreed before the additional work commences. The proposals offered/presented are always non-binding and can initially only be accepted without deviations. An offered offer is in any case deemed to be rejected if the other party does not accept the offer within the specified period or has shown a clear interest in the offer.

2.3 Prices

By default, all prices are exclusive of VAT, unless expressly stated otherwise in a quotation or assignment agreement.

2.4 Written Confirmation

Orders must be confirmed in writing by the client. If the client fails to do so, but nevertheless agrees that Nano Media will start executing the assignment, such as making recordings, then the content of the quotation will be deemed to have been agreed. Further oral agreements and stipulations only bind Nano Media after they have been confirmed in writing by Nano Media.

2.5 Multiple Parties

If the client wishes to give the same assignment to several parties at the same time, he must inform Nano Media of this, stating the names of the other parties.



Article 3. Cancellation, rescheduling and No show

3.1 Termination by the Nano Media

Nano Media has the right to cancel the agreement due to weighty circumstances. Significant circumstances are understood to mean circumstances that are of such a nature that further commitment to the agreement cannot reasonably be required.

3.2 Right of Relocation

Purchased Nano Media services and products can be moved free of charge up to 48 hours before video recording to another location and/or time up to 6 months after order confirmation. After 48 hours, the right to move no longer applies and the agreed assignment is binding.

3.3 No show policy

A No show policy applies to Nano Media recordings: If the client is not present at the location and/or time chosen by him/her in accordance with the video appointment, a no show fee of 100% of the invoice amount applies.

Article 4 The implementation of the agreement

4.1 Execute command

Nano Media will make every effort to carry out the assignment carefully and independently, to represent the interests of the client to the best of its ability and to strive for a result that is useful to the client. Insofar as necessary, Nano Media will keep the client informed of the progress of the work.

4.2 Effort and Result Obligation

Nano Media is obliged to carry out the work assigned to it as a good and careful Contractor. All Nano Media services are performed on the basis of a best efforts obligation unless and insofar as Nano Media has expressly promised a result in the written agreement and the relevant result has also been described with sufficient certainty. The activities primarily consist of producing audiovisual material, as further specified in the offer and/or assignment agreement. As an obligation of result, Nano Media is obliged to deliver a first video file by means of a non-physical carrier within one week, but at the latest within a maximum of 2 weeks, unless agreed otherwise. The Client must itself ensure a correct inspection and check of receipt and, if necessary, make inquiries about this.

4.3 Delivery Process

As a result, Nano Media delivers a video file via a non-physical carrier, usually this is done via a WeTransfer unless otherwise agreed. The Client is entitled to have 1 correction round applied if desired, unless agreed otherwise. Correction round consists of the digital and bundled delivery of feedback on the first video version within one week. In the week following the week of providing feedback, Nano Media must provide a 2nd video version file using a non-physical carrier. Any corrections to this video version must also be processed and delivered within one week. After approval from the client, Nano Media will send the video file to the client by means of a non-physical carrier, unless agreed otherwise in the quotation.

4.4 Providing Information

The client is obliged to do everything that is reasonably necessary or desirable to enable timely and correct advice and/or delivery by Nano Media, in particular by making all relevant, complete, sound, clear, solicited and unsolicited information, data or materials to Nano Media. In the event of non-compliance with the aforementioned obligations by the client, Nano Media is entitled to suspend or discontinue further performance of the assignment, without prejudice to the obligations of the client.

4.5 Request quotations from suppliers

If Nano Media draws up a budget for costs of third parties at the request of the client, this budget will only be indicative. If necessary, Nano Media can request quotations from the third parties to be engaged on behalf of the client. Insofar as costs are associated with the provision of these quotations, these costs will be borne by the client.

4.6 Disclosure and Reproduction

Before proceeding to production, reproduction or publication in any way and in any form whatsoever, the parties must give each other the opportunity to check and approve the latest written and/or visual concepts, scripts, models, prototypes or design. At the request of Nano Media, the client must confirm its approval in writing.

4.7 Term of Delivery

A term specified by Nano Media for completing an assignment has an indicative purpose. Nano Media is, even in the case of an expressly specified term for completing an assignment, only in default after the client has given it notice of default by registered letter and compliance within the reasonable term stated in the notice of default has not been fulfilled.



4.8 Tests, permits and legal provisions

Conducting tests, applying for permits and assessing whether the client's instructions meet the legal standards are not part of Nano Media's assignment. The Client must do the necessary (or have it done) itself for this purpose.

4.9 Complaints

Complaints must be communicated to Nano Media in writing as soon as possible, but in any case within 5 working days after completion of the assignment. After the expiry of the said term, any liability of Nano Media in this respect will lapse.

Article 5 Intellectual property rights and property rights

5.1 Copyright and Industrial Property

Unless agreed otherwise in writing between the parties, all intellectual property rights arising from the assignment, including, but not limited to, patent law, design law and copyright, accrue to Nano Media. Insofar as such a right can only be obtained through a deposit or registration or any other act, only Nano Media is authorized to do so.

5.2 Research into the existence of rights

Unless expressly agreed in writing, the assignment does not include conducting research into the existence of patent rights, trademark rights, drawing or design rights, copyrights and portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the client.

5.3 Attribution

Unless the work does not lend itself to it, Nano Media is at all times entitled to mention or remove its name on or near the work. Without prior permission, the client is not permitted to take into production, publish or reproduce the work without stating the name of Nano Media.

5.4 Ownership of Nano Media

The written and/or visual concepts, scripts, drawings, prototypes, design sketches, software and other materials or (electronic) files created by Nano Media in the context of the assignment remain the property of Nano Media, regardless of whether they are provided to the client, or made available to third parties. The client or third parties must return these materials and/or files immediately upon first request and always at the latest at the end of the agreement.

Article 6 Use and License

6.1 Use

When the client fully complies with his obligations under the agreement with Nano Media, he will obtain a non-exclusive license to use the concept insofar as this concerns the right of publication and reproduction in accordance with the destination agreed upon with the assignment. If no agreements have been made about the destination, the licensing will be limited to that use of the concept for which firm intentions existed at the time of the assignment.

6.2 Changes

The client is not permitted to make changes to the provisional or final drafts without written permission from Nano Media.

6.3 Own promotion

Nano Media has the freedom to use the concept for its own publicity or promotion and to include it in its own public portfolio.

Article 7 Payment

7.1 Payment Obligation

The payment obligation is entered into on the approval, whether or not signed, of the quotation by the client. In the unlikely event that this is forgotten, then at the start of the video recording work, an assignment agreement has been concluded by way of an oral agreement based on the quotation proposal sent to the client.

Payment must be made, without prejudice to the provisions of the following paragraphs, within the period indicated in the invoice and, in the absence of such a period, within fifteen days of the invoice date. If after the expiry of this term Nano Media has not yet received (full) payment, the client will be in default and will owe interest equal to the statutory interest. All costs incurred by Nano Media, such as litigation costs, costs of legal assistance, including amounts not allocated by the court, extrajudicial and judicial collection costs, incurred in connection with late payments, are borne by the client, with the exception of the costs of proceedings and costs of legal assistance, if Nano Media is ordered to pay the costs as the losing party. The extrajudicial costs are set at a minimum of 15% of the invoice amount with a minimum of € 750.



7.2 Billing and Payment

One day after delivery of the first video version or, if applicable, recordings whereby Nano Media has fulfilled its result obligation, Nano Media will send a 100% invoice which is equal to a quotation agreement or an invoice with a reduction of the down payment. From that moment on, a payment term of 15 days applies.

7.3 No discount or compensation

The client makes the payments owed to Nano Media without discount, compensation or VAT reductions, except for settlement with set-off partial invoices or advances relating to the agreement, which he has provided to Nano Media.

7.4 Expired License

From the moment that the client does not (fully) fulfil its payment obligations under the agreement or is otherwise in default, the client is not (any longer) permitted to use the results made available and every license granted by the client expires.

7.5 Partial invoice and advance payment

Nano Media is entitled to request a partial payment of 50% of the quotation value if the agreed assignment exceeds €1000 in absolute value or if Nano Media considers it appropriate to request a down payment. Clients whose legal entity is outside the Netherlands are obliged to make a down payment of 75% of the total agreement. A down payment is always made known through a quotation proposal.

7.6 VAT reverse charge – intra-Community services

By default, Nano Media always charges VAT. This is clearly specified on an invoice. The VAT will and can only be reverse-charged if it has been made clear to Nano Media before entering into the assignment that the legal entity is located outside the Netherlands or the EU and the relevant VAT number has been checked by Nano Media.

Article 8 Termination and dissolution of the agreement

8.1 Termination of the agreement by the client

When the client terminates an agreement, he must pay, in addition to compensation, the costs incurred such as concepting and preparations with regard to the work performed until then. Nano Media is entitled to determine these costs incurred as well as the compensation for this.

8.2 Termination of agreement by Nano Media

If the agreement is dissolved by Nano Media due to an attributable shortcoming in the fulfilment of the agreement by the client, the client must pay the costs incurred in relation to the work performed up to then, in addition to compensation. Behaviour of the client on the basis of which Nano Media can no longer reasonably be expected to complete the assignment, is also regarded as an attributable shortcoming in this context. Nano Media is entitled to determine these costs incurred as well as the compensation for this.

8.3 Damages

The compensation referred to in the previous two paragraphs of this article will at least include the costs arising from the obligations entered into by Nano Media in its own name for the fulfilment of the assignment with third parties, as well as 25% of the remaining part of the quotation agreement value which they would be due by the client upon full fulfilment of the assignment. If the client terminates the agreement/assignment within a period of 4 weeks before the start of the assignment, the client must pay 50% of the quotation agreement value.

8.4 Bankruptcy

Both Nano Media and the client have the right to dissolve the agreement immediately in whole or in part in the event of bankruptcy or suspension of payment of the other party or if the client terminates its business activities in any other way.

8.5 Use result after early termination

If the assignment, for whatever reason, is terminated prematurely, the client is no longer allowed to use the concepts made available to it and any license granted to the client within the framework of the assignment will lapse.

Article 9 Indemnifications

9.1 Indemnity against claims regarding use of concept

The client indemnifies Nano Media or persons engaged by Nano Media for the assignment against all claims from third parties arising from the applications or use of the result of the assignment.

9.2 Materials and Data Provided

The client indemnifies Nano Media against claims relating to intellectual property rights on materials or data provided by the client, which are used in the performance of the assignment.



Article 10 Liability

10.1 Liability

Nano Media cannot be held liable for:

- a. errors in the material provided by the client.
- b. misunderstandings or errors with regard to the implementation of the agreement if these are caused by actions of the client, such as the failure to make available all relevant, complete, sound, clear, requested and unsolicited information, data or materials.
- c. errors of third parties engaged by/on behalf of the client.
- d. defects in quotations from suppliers or exceeding quotations from suppliers.
- e. errors in the concept or the text/data, if the client, in accordance with the provisions of art. 3.5 has given its approval or has been given the opportunity to carry out an inspection and has indicated that it has no need for such an inspection.

10.2 Limitation of Liability

Any liability is limited to the amount paid out under our business liability insurance in the relevant case.

10.3 Expiration of Liability

Any liability expires after 6 months from the when the command is completed.

10.4 Copies of Materials

The client is obliged, if reasonably possible, to keep copies of materials and data provided by him until the assignment has been fulfilled. Nano Media is not liable for damage, loss or destruction of objects, materials or data made available to it for, by or on behalf of the client. Goods travel at the risk of the client.

10.5 Data Retention

After completion of the assignment, neither the client nor Nano Media have a retention obligation towards each other with regard to the materials and data used. Nano Media has the right to keep all recording materials and to include them in the public Nano Media portfolio unless agreed otherwise.

Article 11 Other provisions

11.1 Transfer to Third Parties

The client is not permitted to transfer any right from an agreement concluded with Nano Media to third parties, other than in the case of transfer of its entire company.

11.2 Confidentiality

The parties are obliged to treat facts and circumstances that come to the knowledge of the other party in the context of the assignment confidentially. Third parties involved in the performance of the assignment will be bound by the same confidential treatment with regard to these facts and circumstances originating from the other party.

11.3 Inscriptions

The headings in these general terms and conditions only serve to promote readability and do not form part of these terms and conditions.

11.4 Dutch law

Dutch law applies to the agreement between Nano Media and the client. The court to take cognizance of disputes between Nano Media and the client is the competent court in the district where Nano Media is located, unless Nano Media chooses to bring the dispute before another court.

Drawn up 1 May 2009 in Rotterdam and signed for approval.

Nando Correa
Nano Media Owner