

GENERAL TERMS AND CONDITIONS OF REYES IMAGING B.V. 2023

Article 1: Definitions

Reyes Imaging:

Reyes Imaging B.V., registered at the Dutch Chamber of Commerce under registration number 88213765, and any affiliated companies that are subject to these General Terms and Conditions.

Client:

Any individual or legal entity with whom Reyes Imaging enters into an Agreement, or enters into negotiations, or to whom Reyes Imaging makes an offer, or with whom Reyes Imaging engages in any (legal) act.

Agreement:

Any agreement concluded between Reyes Imaging and the Client, including any amendments or additions, as well as any (legal) act for the preparation and performance of that agreement, and any assignments included therein.

Imagery:

Any footage received from the Client and/or used, created, or modified by Reyes Imaging, including but not limited to files used for or modified for photo retouching, video editing, input, and output services, etc.

These General Terms and Conditions are applicable to each offer, designated offer, and agreement between Reyes Imaging and the Client. The General Terms and Conditions of the Client are not applicable to these agreements, unless explicitly and in writing agreed otherwise. By acknowledging and/or receiving these General Terms and Conditions, the Client is deemed to agree with the content of the General Terms and Conditions and to accept their applicability.

Article 2: Privacy and Personal Data Policy

By accepting our Terms and Agreements, the Client approves Reyes Imaging processing information for purposes based on legitimate business interests, the fulfillment of contracts, compliance with legal obligations, and/or the Client's consent. Reyes Imaging only shares information with the Client's consent, to comply with laws, to protect the Client's rights, or to fulfill business obligations. Reyes Imaging stores the Client's personal information for as long as it's needed on a secure server using a verified SSL.

Article 3: Designated Offers and Offers

All designated offers and offers of Reyes Imaging are non-binding, unless a term for acceptance has been specified in the designated offer. Reyes Imaging cannot be held to its designated offers or offers if the Client reasonably can understand that the designated offers or offers, or a part thereof, contain an obvious error or typo. Price statements can undergo changes due to an unforeseen change in the activities. Offers or designated offers do not automatically apply to the future. After approval of the designated offer, or upon confirming verbally and/or in writing, an agreement is regarded as established. The Client acknowledges that by accepting the designated offer, the Client has read, understood, and agreed to the terms and conditions as linked online in the Footer of Reyes Imaging's homepage. The Client further acknowledges that the terms and conditions are incorporated into this agreement by reference, and that the Client has not relied on any

representations made by Reyes Imaging that may differ from the terms and conditions. By accepting the designated offer, the Client confirms that the Client has the authority to enter into this agreement, and that the Client's acceptance of the offer is legally binding. The Client also acknowledges that the agreement is concluded for an undefined period, unless otherwise explicitly agreed in writing. The Client agrees to provide Reyes Imaging with any necessary information and materials to enable Reyes Imaging to perform the agreed work, and to comply with any applicable laws and regulations. Reyes Imaging reserves the right to change or modify the agreed work if the Client fails to provide the necessary information or materials, or if the Client fails to comply with any applicable laws or regulations.

Article 4: Contract Duration; Delivery Terms, Execution, and Change of Agreement

The agreement between Reyes Imaging and the Client is concluded for an undefined period, unless otherwise explicitly agreed upon in writing. Reyes Imaging has the right to let certain activities be executed by third parties. Reyes Imaging shall make an effort to execute the commission carefully and independently, to take care of the interests of the principal to the best of its knowledge, and strive for a result usable for the principal. The principal is obliged to do all that which is reasonably necessary or desirable to ensure a timely and correct delivery by Reyes Imaging possible, such as timely delivery of complete, proper, and clear data or materials. Any stated term for the completion of the commission has an indicative nature, unless the nature or the content of the agreement shows otherwise. If during the execution of the agreement it is necessary to change or add to it, then parties shall proceed timely and in mutual consultation for adaptation of the agreement. Approval of the image treatment solely takes place on the basis of a verified hard copy CMYK contract proof. Reyes Imaging takes no responsibility for the possible deviation of color and other matters in the final used media compared to a verified CMYK proof and regards the latter as the end result.

Article 5: Use and License

Reyes Imaging has the liberty to use the Imagery, recordings, compositions etc. for its own publicity or promotion, taking into account the interests of the principal.

Article 6: Payment and Collection Costs

Payment must be made within 14 days of the date of the invoice. Should the Client be negligent or fail to fulfill their obligations on time, all reasonable out-of-court settlement expenses will be billed to the Client. In cases of the Client's bankruptcy or filing for a (provisional) suspension of payment, Reyes Imaging retains the right to terminate the Agreement. If at this time, the Client has not complied with all payment obligations towards Reyes Imaging, the rights to publish the modified Imagery by Reyes Imaging will be lost.

Article 7: Cancellation and Dissolution

Agreement If the Client terminates the agreement while activities are underway, the Client will be required to pay the quoted amount. In the event of cancellation prior to the commencement of activities, the Client will be required to pay a portion of the quoted amount. This portion is calculated based on the length of time preceding the commencement of activities. Here's the breakdown: 33% of the amount is payable up to 2 weeks before, 50% if it's 2-1 week, 75% when it's 7-2 days, and 100% at 48 hours until the project start. If the Agreement is terminated by Reyes Imaging due to the Client's accountable failure to comply with the Agreement, the Client will be held responsible for paying for all the work done and expenses incurred up to that point. Any

actions by the Client that would reasonably prevent Reyes Imaging from completing the tasks assigned will also be considered as accountable failures.

Article 8: Liability

Any liability on the part of Reyes Imaging is limited as outlined in this provision. Reyes Imaging holds no responsibility for indirect losses, including subsequent damages, lost profits, lost savings, and business interruption damages. Reyes Imaging's liability is always capped at its insurer's payout in each case. Reyes Imaging is solely responsible for direct damages. No liability is assumed for indirect damages, which include consequential losses, lost profits, missed savings, and damages caused by business stagnation. The Client has a duty to retain copies of the materials and data provided until the project is completed. If the Client fails to do this, Reyes Imaging cannot be held responsible for any damage that would not have occurred if these copies had been retained. Once the project has been completed, neither the Client nor Reyes Imaging has a duty to each other to retain the used materials and data. Reyes Imaging will protect all Imagery, communication, shared links, hard drives, etc., within its capacity by means of passwords and safekeeping. However, Reyes Imaging cannot be held liable in the event of any type of security breach.