

SUPPLEMENTARY TERMS & CONDITIONS
PHOTOGRAPHY & PHOTO EDITING
12GROUP

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Chamber of Commerce (KvK) number: 86515047

Hereinafter referred to as: "12Group"

These additional terms and conditions supplement the General Terms and Conditions of 12Group and apply to all photography, image processing, and related visual services of 12Group. By commissioning a project, signing a quotation, or engaging in photography and/or photo editing services, the client explicitly agrees to the applicability and content of these additional terms.

Article 1- Definitions

1. **Photography Services:** all activities aimed at creating photographs, images, and visual content, including but not limited to portrait photography, corporate photography, product photography, event photography, real estate photography, lifestyle photography, atmospheric images, campaign images, drone photography, content for social media, websites, print, and advertising.
2. **Photo Editing:** all forms of image selection, post-processing, retouching, color correction, composition, manipulation, AI editing, background removal, optimization, export, formatting, and reprocessing of visual material.
3. **Raw Files:** unedited photos, RAW files, negatives, or original recordings.
4. **Final Material:** photographs selected and edited by 12Group delivered according to the agreement.
5. **Shoot:** an agreed-upon photo session including preparation, execution, selection, and basic post-processing.
6. **Scope / Assignment Description:** the written agreement specifying tasks, number of images, level of editing, usage rights, rates, location, duration, deadlines, and delivery dates.
7. **Best-Efforts Obligation:** 12Group's obligation to perform to the best of its ability and expertise without guaranteeing any specific creative, technical, or commercial result.
8. Work not explicitly agreed upon in writing is not included in the agreement.

Article 2- Applicability

1. These additional terms apply to all photography and photo editing services of 12Group.
2. Deviations are only valid if agreed upon and confirmed in writing by 12Group.
3. General or additional terms of the client are explicitly rejected.
4. In case of conflict, these additional terms take precedence over all other communication.
5. Previous collaborations, sample images, or portfolio work do not create rights for future assignments.

Article 3- No Guarantee of Result, Style, or Satisfaction

1. 12Group does not guarantee:
 - artistic style, taste, or subjective appreciation;
 - exact color reproduction, lighting, or composition;
 - commercial performance, conversions, or marketing results;
 - publication, acceptance, or use by third parties, media, or platforms.
2. Photography is inherently subjective; differences in expectation do not entitle the client to refunds, repeat shoots, or additional edits outside the scope.
3. Reference images, moodboards, or examples serve only as indications and do not constitute a guarantee of results.

Article 4- Execution of Work

1. 12Group independently determines style, methods, equipment, settings, composition, selection, and post-processing.
2. 12Group may engage third parties, assistants, models, stylists, equipment, software, cloud storage, and AI tools.
3. The number of delivered images is a maximum, not a minimum, unless explicitly agreed otherwise in writing.
4. Unused hours, shoots, or selections do not entitle the client to refunds, discounts, or carry-over.
5. 12Group may refuse, adjust, or cease work in unsafe situations, unworkable conditions, legal risks, violations of law, or ethical objections.

Article 5- Planning, Locations, and Conditions

1. The client is responsible for providing correct location information, accessibility, permits, safety, and presence of people, products, or animals.
2. Light, weather, environmental factors, crowding, weather changes, and technical limitations are beyond 12Group's control.
3. Waiting time, travel, extra travel time, or delays caused by the client or third parties may be fully charged.
4. Cancellation or rescheduling within 48 hours prior to the shoot may be fully charged.

5. In case of client or participant no-show, the right to execution is forfeited without refund.

Article 6- Selection, Post-Processing, and Delivery

1. Image selection is done exclusively by 12Group.
2. Raw files are not provided, sold, or released unless explicitly agreed in writing for an additional fee.
3. Post-processing is performed according to 12Group's professional style and technical standards.
4. Extra edits, revision rounds, alternative styles, or rush deliveries are considered additional work.
5. Color, screen, and print variations may occur due to third-party equipment or settings; 12Group is not liable.
6. After approval or delivery, the right to corrections expires unless demonstrable technical errors exist.

Article 7- Storage, Backups, and Archiving

1. 12Group is not obliged to store images long-term after delivery.
2. Backups are made at 12Group's discretion; loss of data after delivery is outside liability.
3. The client is responsible for timely downloading and secure storage of delivered material.

Article 8- Intellectual Property and Usage Rights

1. All intellectual property rights, including copyrights, remain with 12Group at all times.
2. The client receives only a non-exclusive, non-transferable, non-sublicensable right of use in accordance with the agreed written purposes.
3. Use outside the scope, commercial reuse, resale, editing by third parties, or transfer to third parties is prohibited without prior written consent.
4. Editing, filtering, cropping, or manipulation by the client or third parties is not permitted without consent.
5. Credit to 12Group may be required.

Article 9- Publication and Reference Use

1. 12Group is entitled to use images for portfolio, website, social media, presentations, awards, and promotional purposes.
2. Objections must be communicated in writing before the assignment; objections afterward do not entitle the client to compensation.
3. The client is fully responsible for obtaining consent from depicted persons, locations, and objects.

Article 10- Portrait Rights, Privacy, and GDPR

1. The client is responsible for obtaining all necessary permissions, quitclaims, and model releases.
2. Claims regarding portrait rights, privacy, copyright, or GDPR are fully the responsibility of the client.
3. 12Group is not liable for the client's use of images in violation of laws or regulations.

Article 11- Liability

1. 12Group's liability is limited to direct damages.
2. 12Group is never liable for indirect damages, consequential damages, reputational or emotional damage, or lost income.
3. Liability is limited to the invoice amount of the relevant assignment or the amount paid out by the insurer.
4. Claims expire if not reported in writing within twelve (12) months of occurrence.

Article 12- Payment and Suspension

1. Invoicing is carried out according to the agreement or quotation.
2. In case of late payment, 12Group is entitled to suspend delivery, usage rights, and access to images.
3. Use of images before full payment is expressly prohibited.

Article 13- Force Majeure

1. Force majeure includes illness, equipment failure, data loss, weather conditions, pandemics, government measures, and third-party outages.
2. During force majeure, 12Group is entitled to suspend, reschedule, or cancel work without liability.

Article 14- Indemnification

1. The client fully indemnifies 12Group against all third-party claims arising from the use of images.
2. All legal costs, fines, and damages are fully at the client's expense.
3. This indemnification applies indefinitely.

Article 15- Governing Law and Disputes

1. These additional terms and conditions are exclusively governed by Dutch law.
2. Disputes are exclusively submitted to the competent court in the Netherlands.
3. Oral assurances, examples, or expectations have no legal status and do not create rights.