

SUPPLEMENTARY TERMS & CONDITIONS
VIDEOGRAPHY, VIDEO EDITING AND POST-PRODUCTION
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 videography, video editing, and post-production services. By issuing an assignment, signing a quotation, or purchasing video services, the client expressly agrees to the applicability and content of these additional terms and conditions.

Article 1 - Definitions

1. **Video Services:** All activities in the field of videography, video editing, video production, and post-production, including but not limited to filming, directing, camera work, lighting, audio recording, drone footage, color correction, color grading, editing, animations, effects, titles, subtitles, exports, and conversions.
2. **Platforms:** All online and offline distribution channels, including social media, websites, streaming services, advertising platforms, and internal corporate networks.
3. **Scope - Project Plan:** The written description of services, style, duration, delivery formats, revision rounds, deadlines, rates, and maximum deployment as recorded in the quotation, agreement, or invoice.
4. **Best-Efforts Obligation:** The obligation of 12Group to perform to the best of its knowledge and ability, without guaranteeing any specific result, reach, impact, or appreciation.
5. **Additional Work:** All services outside the agreed scope, including extra shooting days, recordings, revisions, exports, corrections, urgent assignments, or additional requests.
6. Activities not explicitly and in writing agreed upon do not form part of the agreement.

Article 2 - Applicability

1. These additional terms and conditions apply to all video services provided by 12Group.
2. Deviations are only valid if agreed upon in writing and signed by 12Group.
3. General or additional terms and conditions of the client are expressly rejected.
4. In the event of conflict, these additional terms prevail over other communications.
5. Previous or similar work does not create any obligation of repetition.

Article 3 - No Guarantee of Results or Satisfaction

1. 12Group provides no guarantees regarding artistic appreciation, taste, commercial impact, views, engagement, conversions, or return on investment.
2. Any reference to examples, demos, or previous projects is for indicative purposes only.
3. Subjective dissatisfaction shall never constitute grounds for termination, discount, or refund.

Article 4 - Execution of Services

1. 12Group independently determines the working method, creative choices, editing, pacing, music selection, and technical execution.
2. 12Group is entitled to engage third parties, freelancers, equipment, software, and AI technology.
3. Unused hours do not entitle the client to refunds or set-offs.
4. 12Group may adjust or cease activities if technical, legal, or safety risks arise.

Article 5 - Client Cooperation

1. The client shall ensure timely delivery of briefing materials, locations, scripts, contact persons, and approvals.
2. Delays or errors caused by the client are entirely at the client's expense and risk.
3. Changes made by third parties without coordination fall outside the responsibility of 12Group.

Article 6 - Recordings, Circumstances, and Risks

1. 12Group is not liable for weather conditions, lighting situations, environmental noise, location restrictions, or technical limitations.
2. Unusable footage due to external factors does not entitle the client to a refund.
3. The client is responsible for permits, authorizations, and location usage rights.

Article 7 - Editing, Revisions, and Delivery

1. The number of revision rounds is limited to what has been agreed upon in writing.
2. Additional revisions qualify as additional work.
3. Delivery takes place in the agreed formats. Other formats qualify as additional work.

Article 8 - Source Material and Files

1. RAW files, unedited footage, and project files are not provided unless explicitly agreed in writing.
2. 12Group is not obliged to archive or store materials after delivery.
3. Data loss due to force majeure or technical failures shall never result in liability.

Article 9 - Intellectual Property and Usage Rights

1. All intellectual property rights remain with 12Group unless agreed otherwise in writing.
2. Usage rights transfer only after full payment has been received.
3. Editing or reuse by third parties without permission is prohibited.
4. 12Group reserves the right to use the work for portfolio, promotional, and reference purposes.

Article 10 - Liability

1. The liability of 12Group is limited to direct damages.
2. Indirect damages, consequential damages, loss of profit, or reputational damage are excluded.
3. Any liability is limited to the invoice amount of the relevant service.
4. Claims lapse if not reported in writing within twelve months.

Article 11 - Payment and Suspension

1. Invoicing takes place in accordance with the agreement.
2. In the event of late payment, the client is legally in default by operation of law.
3. 12Group is entitled to suspend services and usage rights.

Article 12 - Indemnification

1. The client fully indemnifies 12Group against third-party claims, including portrait rights, copyright, and privacy claims.
2. All costs and damages are entirely at the client's expense.
3. This indemnification applies without limitation in time.

Article 13 - Force Majeure

1. Force majeure includes, among others, technical failures, equipment breakdown, illness, weather conditions, platform changes, and government measures.
2. During force majeure, 12Group is entitled to suspend obligations without liability.

Article 14 - Applicable Law and Disputes

1. These additional terms and conditions are exclusively governed by Dutch law.
2. Disputes shall be exclusively submitted to the competent court in the Netherlands.
3. Oral commitments and marketing statements have no legal effect.

Article 15 - Music, Audio, and Licenses

1. The use of music, voice-overs, sound effects, and other audio depends on third-party licenses.
2. 12Group does not guarantee that supplied or selected audio is royalty-free for all

forms of use.

3. The client is fully responsible for compliance with license terms and indemnifies 12Group against all claims.

Article 16 - Platform Policies and Removal

1. Publication and availability of videos depend on platform policies.
2. 12Group is not liable for removal, blocking, muting, or demonetization of content.
3. Policy changes do not entitle the client to refunds or reproduction.

Article 17 - Archiving and Retention Periods

1. 12Group stores source materials and final files only temporarily and has no archiving obligation.
2. After delivery and completion, materials may be deleted without further notice.
3. The client is responsible for maintaining backups.

Article 18 - Delays, Waiting Time, and No-Show

1. Waiting time, delays, or no-show by the client or involved parties will be invoiced as additional work.
2. Overtime of shooting days does not entitle the client to a free extension.

Article 19 - Safety and Liability On Location

1. The client guarantees safe working conditions at the location.
2. Damage to equipment caused by third parties or circumstances shall be at the client's expense.
3. 12Group is entitled to cease activities in unsafe situations.

Article 20 - Drone and Special Recordings

1. Drone recordings are subject to legislation, weather conditions, and permission from authorities.
2. Inability to perform drone recordings does not entitle the client to a refund.
3. The client indemnifies 12Group against claims or fines.

Article 21 - Transfer and Resale

1. Usage rights are not transferable to third parties without written consent.
2. Resale, redistribution, or sublicensing is prohibited unless explicitly agreed.

Article 22 - Change of Scope and Reuse

1. Use outside the original context or campaign qualifies as new use.
2. Adjustments or reuse after delivery fall outside the responsibility of 12Group.

Article 23 - Evidence and Complaints

1. Complaints must be submitted in writing within fourteen days after delivery.
2. After this period, the work is deemed accepted.
3. The burden of proof rests with the client.

Article 24 - Final Provision

1. If any provision is null or voidable, the remaining provisions shall remain in full force and effect.
2. These additional terms and conditions form an indivisible whole with the General Terms and Conditions of 12Group.