

GENERAL CONDITIONS N.A.L.

These conditions concern all independent suppliers associated with the NAL (Nederlandse Associatie van Locatiescouts en managers) who supply services based on a "VAR-wuo" (declaration of independent contractor status), hereinafter referred to as: Supplier

1. Definitions

The following terms have the following definitions in these general conditions:

Supplier: The independent supplier associated with the NAL.

Client: The other party to the Supplier.

2. Applicability of these conditions

1. These conditions apply to each offer to a Client, and each agreement between the Supplier and Client to which the Supplier has declared these conditions to be applicable, to the extent these conditions are not explicitly derogated from by the parties in writing.
2. These conditions also apply to all agreements between the Supplier and Client where third parties are concerned.

3. Quotations

1. Quotations made by the Supplier are free of any obligation; they are valid for 30 days unless mentioned otherwise. The Supplier is only bound to quotations if the other party confirms acceptance of the quotation in writing within 30 days.
2. The prices mentioned in quotations are excluding VAT unless mentioned otherwise.

4. Execution of the agreement

1. The Supplier will execute the agreement to his best ability and in accordance with the requirements of good craftsmanship on the basis of the best available techniques at the time.
2. If and to the extent required for the good execution of the agreement, the Supplier may have certain activities carried out by third parties.
3. The Client will ensure that all data mentioned by the Supplier as being required, or all data that the Client can reasonably be expected to understand to be required for the execution of the agreement, will be provided in good time to the Supplier. If data required for the execution of the agreement is not provided in good time to the Supplier, the Supplier will make this known to the Client as soon as possible. In this case the Supplier has the right to suspend the execution of the agreement and/or recover extra costs resulting from the late provision of data from the Client at the customary rates.
4. The Supplier is not liable for damage, of whatever nature, due to the Supplier working on the basis of incorrect and/or incomplete data provided by the Client, unless any such inaccuracies or incompleteness should or would have been known to the Supplier.
5. If it is agreed that the agreement will be conducted in phases, the Supplier can suspend the execution of parts of a following phase until the Client has approved the results of the previous phase in writing.

5. Contract duration; execution period

1. The agreement is concluded for an undetermined period unless the parties agree otherwise explicitly and in writing.
2. If a date is agreed within the term of the agreement for the completion of certain activities, this is never a final date. With the exceeding of the execution period, the Client must provide the Supplier with written notice of default.

6. Changes to the agreement

1. If during the execution of the agreement it appears that for reasonable execution it is necessary to change or supplement the activities to be carried out, the parties will make changes to the agreement in good time and in mutual consultation.
2. If the parties agree that the agreement is to be changed or supplemented, the time of completion of execution can be influenced as a result. The Supplier will inform the Client of this as soon as possible.
3. If the change or supplementation of the agreement has financial and/or quality consequences, the Supplier will inform the Client about this.
4. If a fixed fee has been agreed, the Supplier will also indicate to what extent the change or supplement to the agreement will result in the exceeding of this fee.
5. As a departure from paragraph 3, the Supplier will charge no extra costs if the change or supplementation is a consequence of circumstances attributable to the Supplier.

7. Confidentiality

Both parties are bound to respect the confidentiality of all confidential information they acquire within the context of the agreement from each other or from other sources. Information is considered as confidential if this is communicated by the other party, or if this results from the nature of the information.

8. Intellectual property

1. Without prejudice to that stipulated in article 7 of these conditions, the Supplier retains the rights and competence granted to the Supplier on the basis of the Copyright Act.
2. All items provided by the Supplier such as reports, advice, designs, sketches, drawings, software, photographic and video material, etc., are only to be used by the Client, and may not be copied, made public or brought to the knowledge of third parties by the Client without prior permission from the Supplier.
3. The Supplier also retains the right to use knowledge acquired during the conducting of the activities for other purposes, to the extent that no confidential information is brought to the knowledge of third parties.

9. Notice

1. Both parties can give written notice of termination of the agreement at any time. In this case the parties must observe a period of notice of at least two weeks.

10. Dissolution of the agreement

1. Claims of the Supplier from the Client are immediately due and payable in the following cases:
 1. After the concluding of the agreement, circumstances made known to the Supplier give the Supplier good reason to fear that the Client will not comply with his obligations;
 2. If, when concluding the agreement, the Supplier has requested the Client to supply security for compliance, and this security has not been provided or it is insufficient.
2. In such cases the Supplier may suspend the further execution of the agreement, or proceed to dissolve the agreement without prejudice to the right of the Supplier to claim damages.

11. Defects; time limit for lodging a complaint

1. Complaints about activities conducted must be lodged by the Client within 8 (eight) days of discovery.
2. If a complaint is well-founded, the Supplier will again carry out the activities as agreed unless it has been demonstrated in the meantime to the Client that this has become pointless. The latter must be made known by the Client in writing.
3. If the further carrying out of the agreed activities is no longer possible or purposeful, the Supplier will only be liable within the limits of article 15.

12. Fee

1. For quotations and agreements in which a fixed fee is offered or agreed, paragraphs 2, 5 and 6 of this article apply. If no fixed fee is agreed, paragraphs 3 to 6 of this article apply.
2. The parties can agree a fixed fee with the origination of the agreement. The fixed fee is excluding VAT.
4. Any cost estimates are excluding VAT.
5. For orders with a term of over four weeks due costs will be periodically charged.

13. Payment

1. Payment must take place within 30 days of the invoice date as indicated by the Supplier, in the invoiced currency.
2. After the expiry of 30 days after the invoice date the Client becomes in default; from this time the Client becomes in default of payment with interest payable of 1% a month on the overdue amount, unless the legal interest rate is higher in which case the legal interest rate applies.
3. In the event of the liquidation, bankruptcy or suspension of payments by the Client, the claims of the Supplier and the obligations of the Client with respect to the Supplier will be immediately due and payable.
4. Payments made by the Client are in the first instance always to cover all due interest and costs, and in the second instance due invoices that are the longest overdue, even if the Client mentions that the payment concerns a later invoice.

14. Collection costs

1. If the Client is in default with compliance with one or more of his obligations, all reasonable extrajudicial costs for the collection of payments are paid by the Client. In any event the Client becomes owing:
 - on the first €3,000: 15%
 - from this amount up to €6,500: 10%
 - from this amount up to €13,000: 8%
 - from this amount up to €50,000: 5%
 - from this amount: 3%
2. If the Supplier demonstrates to have incurred higher costs that were reasonably required, these also come into consideration for payment.

15. Liability

1. The Supplier can never be held liable for damage caused by third parties.
2. The Client remains liable for damage on location, also if the Supplier has drawn up and signed the location contract.
3. The Client is assumed to have taken out industrial liability insurance.
4. The Supplier can never be held liable for claims concerning image rights and copyright.
5. The Supplier can never be held liable for consequential damage.

16. Act of God

1. Besides that understood as Act of God under law and case law, Act of God in these general conditions is understood as all external causes, anticipated or not anticipated, on which the Supplier can have no influence and which result in the Supplier not being able to comply with his obligations. This includes strikes at the company of the Supplier.
2. The Supplier may also claim Act of God if the conditions (further) impeding compliance occur after the Supplier should have complied with his obligations.
3. During a period of Act of God the obligations of the Supplier are suspended. If the period in which Act of God does not allow compliance with the obligations by the Supplier lasts longer than two months, either party may dissolve the agreement without there being any liability to pay damages.
4. If at the start of a period of Act of God the Supplier has already partly fulfilled his obligations or can only partly fulfil his obligations, the Supplier is entitled to separately invoice all work carried out or that can still be carried out, and the Client is bound to pay such invoices as if they were under a separate contract. This does not, however, apply if the work already carried out or work that can still be carried out has no independent value.

17. Settling of disputes

1. The lawcourt of the place of residence of the Supplier is exclusively competent to judge any disputes unless the subdistrict lawcourt is competent. The Supplier may, however, bring the other party before the lawcourt authorised by law.

18. Applicable law

1. Each agreement between the Supplier and the Client is governed by Dutch law.

19. Changes to and publication of these conditions

1. These conditions are published at <http://www.nal-locations.nl/>
2. The last published version or the version applicable at the time of the origination of the present agreement is always applicable.