

GENERAL TERMS AND CONDITIONS Pressplay

Definitions

1. Pressplay: Pressplay Records BV, established in Amsterdam, Chamber of Commerce no. 70820465.
2. Customer: the person with whom Pressplay has entered into an agreement.
3. Parties: Pressplay and customer together.
4. Consumer: a customer who is an individual acting for private purposes.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Pressplay.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Prices

1. All prices used by Pressplay are in euros, are inclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Pressplay is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
3. The price with regard to services is determined by Pressplay on the basis of the actual working hours.
4. The price is calculated according to the usual hourly rates of Pressplay, valid for the period in which he carries out the work, unless a different hourly rate has been agreed.
5. If the parties have agreed on a total amount for a service provided by Pressplay, this is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which can not be deviated from.
6. Pressplay is entitled to deviate up to 10% of the target price.
7. If the target price exceeds 10%, Pressplay must let the customer know in due time why a higher price is justified.
8. If the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price by 10%.
9. Pressplay has the right to adjust prices annually Pressplay.
10. Pressplay will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
11. The consumer has the right to terminate the contract with Pressplay if he does not agree with the price increase.

Consequences of late payment

1. If the customer does not pay within the agreed term, Pressplay is entitled to charge an interest of 1% per month from the day the customer is in default, whereby a part of a month is counted for a whole month.
2. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Pressplay.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Pressplay may suspend its obligations until the customer has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Pressplay on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Pressplay, he is still obliged to pay the agreed price to Pressplay.

Suspension of obligations by the customer

The customer waives the right to suspend the fulfillment of any obligation arising from this agreement.

Settlement

The customer waives his right to settle any debt to Pressplay with any claim on Pressplay.

Insurance

1. The customer undertakes to insure and keep insured the following items adequately against fire, explosion and water damage as well as theft:
 - goods delivered that are necessary for the execution of the underlying agreement
 - goods being property of Pressplay that are present at the premises of the customer
 - goods that have been delivered under retention of title
2. At the first request of Pressplay , the customer provides the policy for these insurances for inspection.

Guarantee

When parties have entered into an agreement with services included, these services only contain best-effort obligations for Pressplay, not obligations of results.

Performance of the agreement

1. Pressplay executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Pressplay has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Pressplay can start the implementation of the agreement on time.
5. If the customer has not ensured that Pressplay can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

Duty to inform by the customer

1. The customer shall make available to Pressplay all information, data and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, Pressplay will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by Pressplay and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

Duration of the agreement

1. The agreement between Pressplay and the customer is entered into for an indefinite period of time, unless it results otherwise from the nature of the agreement or the parties have expressly agreed otherwise in writing.
2. If a fixed-term contract has been entered into, it will be tacitly converted into an open-ended contract at the end of the term, unless 1 of the parties terminates the contract with due observance of a notice period of 2 month(s), or if a consumer terminates the agreement with due observance of a notice period of 1 month / the agreement ends at the end of the fixed term.
3. If the parties have agreed upon a term for the completion of certain activities, this is never a strict deadline, unless specified explicitly otherwise in writing. If this term is exceeded, the customer must give Pressplay a written reasonable term to terminate the activities, before it may either terminate the contract or claim damages.

Cancellation of the contract for an indefinite period of time

1. The customer can terminate an agreement that has been concluded for an indefinite period at any time with due observance of a notice period of 2 months.
2. A consumer has the right to terminate an agreement for an indefinite period with due observance of a notice period of 1 month.

Intellectual property

1. Pressplay retains all intellectual property rights (including copyright, patent rights, trademark rights, design and design rights, etc.) on all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, scale models, etc., unless parties have agreed otherwise in writing.
2. The customer may not copy or have copied the intellectual property rights without prior written permission from Pressplay, nor show them to third parties and / or make them available or use them in any other way.

Penalties

1. If the customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of Pressplay an immediately due and payable fine of € 5.000 1.000 for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.
3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Pressplay including its right to claim compensation in addition to the fine.

Indemnity

The customer indemnifies Pressplay against all third-party claims that are related to the products and/or services supplied by Pressplay.

Complaints

1. The customer must examine a product or service provided by Pressplay as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Pressplay of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. Consumers must inform Pressplay of this within two months after detection of the shortcomings.

4. The customer gives a detailed description as possible of the shortcomings, so that Pressplay is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this can in any case not lead to Pressplay being forced to perform other work than has been agreed.

Giving notice

1. The customer must provide any notice of default to Pressplay in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Pressplay (in time).

Joint and several Client liabilities

If Pressplay enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Pressplay under that agreement.

Liability of Pressplay

1. Pressplay is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Pressplay is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Pressplay is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Pressplay is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and can not lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Every right of the customer to compensation from Pressplay shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 of the Dutch Civil Code.

Dissolution

1. The customer has the right to dissolve the agreement if Pressplay imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Pressplay is not permanent or temporarily impossible, dissolution can only take place after Pressplay is in default.
3. Pressplay has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Pressplay good grounds to fear that the customer will not be able to fulfill his obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Pressplay in the fulfillment of any obligation to the customer cannot be attributed to Pressplay in any situation independent of the will of Pressplay, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Pressplay .
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Pressplay cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Pressplay can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Pressplay does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. Pressplay is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Pressplay with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

Transfer of rights

1. The customer can not transfer its rights deferring from an agreement with Pressplay to third parties without the prior written consent of Pressplay .
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Pressplay had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Pressplay is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

