



Adinda Bruining
Professional Voiceactor, Voice-over and Singer

Terms of conditions

By:

Adinda Bruining, established and having offices in Assen at Zuringes 56 9407 CB The Netherlands.

Article 1. Applicability of these conditions

1. These terms and conditions apply to every offer and every agreement between Adinda Bruining and a client to which Adinda Bruining has declared these terms and conditions applicable and insofar as the parties involved have not deviated from these terms and conditions explicitly and in writing. The present terms and conditions also apply to all agreements with Adinda Bruining for the implementation of which third parties must be involved.
2. The applicability of any purchase or other conditions of the client is expressly rejected.

Article 2. Quotations

1. The offers made by Adinda Bruining are without obligation and, unless stated otherwise, are valid for 30 days after the date of the offer. Adinda Bruining is only bound by the offers if the acceptance thereof is confirmed in writing by the client within 30 days.
2. An agreement is concluded at the moment that the quotation or contract signed for approval by the client has been received and accepted by Adinda Bruining or when the client agrees to the quotation by means of a letter, email or other form of written communication.
3. Additions to and amendments to the agreement can only be made by mutual consent.
4. Adinda Bruining cannot be held to its quotations or offers if the client can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or error.
5. The prices are exclusive of VAT, unless stated otherwise.
6. Categorized voice work mentioned in a quotation has a limited right of use according to Article 11.

Article 3. Execution of the agreement

1. Texts and/or instructions from the client will be processed according to the specified copy or written order.
2. Adinda Bruining will perform the agreement to the best of its knowledge and ability and in accordance with expected good workmanship. Adinda Bruining does not guarantee that it is suitable for the result of the recording intended by the client.
3. If and insofar as proper execution of the agreement requires and does not prevent it, Adinda Bruining has the right to have certain activities performed by third parties. Adinda Bruining will inform the client of

this in advance.

4. The client will ensure that all data, which Adinda Bruining indicates are necessary or which the client should reasonably understand are necessary for the execution of the agreement, are provided to Adinda Bruining in a timely manner. If the information required for the execution of the agreement has not been provided to Adinda Bruining in time, Adinda Bruining has the right to suspend the execution of the agreement and/or charge the extra costs resulting from the delay to the client in accordance with the usual rates. to bring.

5. Work forms used to arrive at the final production remain the property of Adinda Bruining, unless they have been provided by the client. Adinda Bruining is not obliged to keep these.

6. Adinda Bruining is not liable for damage of any nature whatsoever if Adinda Bruining has based itself on incorrect and/or incomplete information provided by the client.

Article 4. Delivery term

1. Adinda Bruining will always try to comply with an indicated and/or agreed delivery term, but the term is never binding.

Article 5. Additional work

1. The work only includes that which has been agreed in writing between Adinda Bruining and the client. Additional work before, during or after the performance of the work, orally or in writing, is eligible for settlement.

Article 6. Amendment of the agreement

1. If during the execution of the agreement it appears that for an adequate execution it is necessary to change or supplement the work to be performed, the parties will adjust the agreement accordingly in a timely manner and in mutual consultation. If the change or addition to the agreement has financial and/or qualitative consequences, Adinda Bruining will inform the client about this in advance.

2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the performance may be influenced by this. Adinda Bruining will inform the client of this as soon as possible.

3. Changes in the original order of whatever nature (including in the text, the place or method of recording, etc.) which have been made in writing or orally by or on behalf of the client, which cause higher costs than those for which the quotation could be calculated, will be charged extra to the client.

4. If the client, after the assignment has been given, still requires changes in the execution thereof, the client must notify Adinda Bruining of these in good time and in writing. If the changes are communicated orally or by telephone, the risk for the implementation of the changes will be borne by the client.

5. Contrary to paragraph 1, Adinda Bruining will not charge additional costs if the change or addition is the result of circumstances that can be attributed to Adinda Bruining.

Article 7. Cancellation

1. Both parties can cancel the agreement in writing at any time. Cancellations by the client up to 24 hours after the conclusion of the agreement will not be charged, provided that a delivery, in whole or in part, or a demonstrable recording has not yet taken place. In case of later cancellation, the full rate is due.

2. If the client cancels the order and/or refuses to purchase the productions, he is obliged to pay any third parties already engaged by Adinda Bruining at the cost price, including wages and social security charges, and he is otherwise obliged to Adinda Bruining to full compensation for work already performed. The client is also obliged to indemnify Adinda Bruining against claims from third parties as a result of the cancellation

of the assignment and/or refusal of the productions.

3. Without prejudice to the provisions of the previous paragraph of this article, Adinda Bruining reserves all rights to claim full compliance with the agreement and/or full compensation.

Article 8. Dissolution of the agreement

1. Adinda Bruining's claims against the client are immediately due and payable in the following cases:

a. circumstances that have come to Adinda Bruining's attention after the conclusion of the agreement give Adinda Bruining good grounds to fear that the client will not fulfill its obligations;

b. if Adinda Bruining has asked the client to provide security for compliance when concluding the agreement and this security is not forthcoming or is insufficient.

2. In the cases mentioned, Adinda Bruining is authorized to suspend the further execution of the agreement or to dissolve the agreement, without prejudice to Adinda Bruining's right to claim compensation.

Article 9. Retention of title

1. As long as Adinda Bruining has not received full payment for an agreement with a client, the delivered productions remain the property of Adinda Bruining and there is no permission to broadcast or otherwise publish, reproduce and/or distribute the delivered production.

2. Adinda Bruining has the right to reclaim and take possession of these productions if the negligent client fails to fulfill its obligations, liquidates it, applies for or has been granted suspension of payments, is declared bankrupt or the productions are seized. laid.

3. The client is prohibited from all acts of disposal with regard to the sold and delivered productions as long as he has not fulfilled his payment obligations.

Article 10. Intellectual property

1. All concepts, texts, text and voice suggestions, etc. provided by Adinda Bruining.

Adinda Bruining reserves all intellectual property rights. Reproduction, publication and copying are only permitted with the express written permission of Adinda Bruining.

2. All productions provided by Adinda Bruining are exclusively intended to be used by the client as agreed in the order confirmation. The client may use these productions, not reproduce, publish or bring to the attention of third parties without prior permission from Adinda Bruining, other than as agreed in the order confirmation. If the client uses the productions for another purpose, Adinda Bruining is entitled to make an additional claim in accordance with the applicable rates of Adinda Bruining.

3. The client indemnifies Adinda Bruining against all claims from third parties with regard to intellectual property rights concerning materials and/or data provided by the client.

Article 11. Right of use

1. In the case of commentary recordings for company and/or product presentations, the right of use, provided that it is within the original context of the recording and for internal use, is for an unlimited period and worldwide.

2. in the case of documentaries, a right of use applies in the Netherlands for an unlimited period, provided that it is used within the original context of the recording and within the context of the agreement or is reasonably plausible for this type of voice work.

3. in case of commercial spots for radio, television, private cable networks and cinema have a right of use of one year in the Netherlands, from the date of recording. After that a "repeat fee" of 50% per year applies.

4. Voice recordings other than the foregoing are deemed to have a free right of use provided that they are used within the original context of the recording, for an unlimited period and worldwide, unless otherwise specifically included in the agreement and used within the context of the agreement or is reasonably plausible for the type of voice work.
5. Prior written permission from Adinda Bruining must be obtained for all uses other than those indicated above.
6. In the event of improper use other than agreed, Adinda Bruining reserves the right to automatically claim compensation plus a 100% surcharge.

Article 12. Copyright

1. Adinda Bruining reserves the rights and powers to which she is entitled under the Copyright Act.
2. If the client wishes Adinda Bruining to use recordings of performances of musical works or other sounds made available by the client in her work, the client guarantees that he has the necessary (copyright) rights.
3. The client indemnifies Adinda Bruining against all claims from third parties with regard to payment of the performance and/or mechanical reproduction rights due. The client also indemnifies Adinda Bruining against all claims by third parties due to the exercise by Adinda Bruining of the rights made available to it by virtue of the client. The client will compensate Adinda Bruining for all damages (including costs for legal assistance and litigation costs) that arise for Adinda Bruining from these claims.

Article 13. Defects; complaint terms

1. If the client does not point out defects to Adinda Bruining within 3 (three) working days after the day of delivery or completion, then the client is deemed to agree with the state in which the purchased item was delivered or delivered and any right to complain will lapse. .
2. Slight deviations in voice sound, recording level, duration, etc. do not give cause for rejection. When assessing whether a delivery deviates outside the permissible limits, an average must be taken from the delivery.
3. If, in the opinion of Adinda Bruining, the complaint is well-founded, Adinda Bruining will either pay fair compensation up to a maximum of the invoice value of the delivered productions, or replace the delivered productions free of charge after they have been returned in their original condition.
4. If the delivery of a corrected version of the rejected work has meanwhile become demonstrably pointless for the client, the client must make this known in writing.
5. If the provision of the agreed services is no longer possible or useful, Adinda Bruining will only be liable within the limits of Article 15 (Liability).

Article 14. Payment

1. Payment must be made within 14 (fourteen) days after the invoice date.
2. The client must make any objections to Adinda Bruining's invoice known in writing within 5 (five) working days after the invoice date, failing which the client will be deemed to have agreed to the amount of the invoice.
3. After the expiry of 14 (fourteen) days after the invoice date, the client is in default. The client owes statutory interest on the due and payable amount from the moment of default.
4. If collection by a third party proves necessary for the purpose of obtaining monetary payment of outstanding claims that Adinda Bruining has against the client who has been declared in default, these

costs will at all times be for the account of this client.

5. In the event of liquidation, bankruptcy or suspension of payment of the client, the claims of Adinda Bruining and the obligations of the client towards Adinda Bruining will be immediately due and payable.

Article 15. Liability

1. If the client holds Adinda Bruining liable for damage suffered, then that liability is limited to the invoice value of the assignment, or at least that part of the assignment to which the liability relates.
2. Adinda Bruining is never liable for consequential damage.

Article 16. Force majeure

1. In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in this regard by law and jurisprudence, all possible causes, foreseen or unforeseen, on which Adinda Bruining cannot exert any influence, but as a result of which Adinda Bruining is unable to fulfill obligations. Illness, cold or such circumstance in which the voice cannot be used optimally to deliver the reasonably expected quality is included. Adinda Bruining also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Adinda Bruining should have fulfilled her obligation.
2. During force majeure, Adinda Bruining's obligations are suspended. If the period in which fulfillment of the obligations by Adinda Bruining is not possible due to force majeure lasts longer than 1 month, both parties are entitled to dissolve the agreement without any obligation to pay compensation in that case.
3. If Adinda Bruining has already partially fulfilled its obligations upon the commencement of the force majeure, or can only partially fulfill its obligations, Adinda Bruining is entitled to separately invoice the already performed or executable part and the client is obliged to pay this invoice. as if it were a separate contract. However, this does not apply if the already executed or executable part has no independent value.

Article 17. Applicable law

1. Dutch law and Dutch jurisdiction apply to every agreement between Adinda Bruining and the client.