



These General Terms and Conditions apply to all services provided by SLIPSTREAM STUDIOS, as described below.

#### **Article 1: Definitions**

In these General Terms and Conditions, the following terms shall have the following meanings:

SLIPSTREAM STUDIOS: the user of these General Terms and Conditions.

Client: the party placing the order or assignment.

Agreement: the arrangements and agreements between the Client and SLIPSTREAM STUDIOS concerning the performance of services by SLIPSTREAM STUDIOS for the Client.

#### **Article 2: Scope of Application**

These General Terms and Conditions shall apply to all legal relationships between SLIPSTREAM STUDIOS and the Client with respect to services commissioned by the Client to SLIPSTREAM STUDIOS.

Any terms and conditions of the Client shall not apply unless expressly agreed otherwise in writing.

By signing an agreement, providing written confirmation of an assignment, or receiving an invoice from SLIPSTREAM STUDIOS, the Client acknowledges having taken note of these General Terms and Conditions and agrees to be bound by them.

#### **Article 3: Formation of the Agreement**

All offers and quotations issued by SLIPSTREAM STUDIOS are non-binding and remain valid for 30 days from the date of issue, unless otherwise stated in writing by SLIPSTREAM STUDIOS.

An agreement with SLIPSTREAM STUDIOS shall be deemed concluded when the quotation signed by the Client has been received by SLIPSTREAM STUDIOS within one month of its issuance.

A composite quotation shall not oblige SLIPSTREAM STUDIOS to perform part of the assignment for a corresponding proportion of the quoted price.

Offers and quotations shall not automatically apply to future assignments.

The Client acknowledges email correspondence as lawful and valid evidence.

#### **Article 4: Performance of the Agreement**

SLIPSTREAM STUDIOS shall perform its services to the best of its knowledge and ability and shall assist the Client independently and in a position of trust.

Where the Agreement so requires, SLIPSTREAM STUDIOS shall be entitled to have certain or all services performed by third parties.

The Client shall ensure that all information which SLIPSTREAM STUDIOS indicates is necessary, or which the Client should reasonably understand to be necessary for the performance of the Agreement, is provided to SLIPSTREAM STUDIOS in a timely manner.

SLIPSTREAM STUDIOS shall be entitled to suspend the performance of the Agreement and/or charge the Client for any additional costs resulting from delays at its customary rates.

The Client shall inform SLIPSTREAM STUDIOS of all information relevant to the execution of the assignment.

The Client guarantees the accuracy, completeness and reliability of all information provided to SLIPSTREAM STUDIOS, including information originating from third parties, unless the nature of the Agreement dictates otherwise.

SLIPSTREAM STUDIOS shall periodically inform the Client about the execution and progress of the project.

#### **Article 5: Duration and Termination**

The Agreement between SLIPSTREAM STUDIOS and the Client shall be regarded as a one-time engagement and therefore has no fixed duration.

A delivery deadline shall, however, be agreed upon with the Client either verbally or in writing.

SLIPSTREAM STUDIOS may terminate an Agreement with immediate effect if the Client fails to comply, or fails to comply fully or correctly, with any agreement concluded with SLIPSTREAM STUDIOS, including the applicable delivery conditions.

SLIPSTREAM STUDIOS shall be entitled to terminate the Agreement with immediate effect and without prior notice of default or judicial intervention if the Client has been declared bankrupt, has applied for or obtained a suspension of payments, or has otherwise lost the unrestricted control over its assets.

In such cases, the Client shall not be entitled to any compensation.

#### **Article 6: Delivery and Delivery Time**

SLIPSTREAM STUDIOS shall commence the creation of the agreed products and/or services as soon as possible after receipt of the required information, texts and/or visual materials and shall inform the Client of the expected delivery date.

SLIPSTREAM STUDIOS shall perform the assignment in accordance with the agreed schedule.

Unless expressly agreed otherwise in writing by both parties, the deadlines stated in the agreed schedule shall not constitute strict deadlines.

If no delivery period has been agreed, it shall be determined by SLIPSTREAM STUDIOS.

If, for any reason, both parties agree to accelerate the delivery deadline, SLIPSTREAM STUDIOS shall be entitled to the original compensation as stipulated in the Agreement, increased by at least 50% of that amount.

#### **Article 7: Force Majeure**

Under no circumstances shall SLIPSTREAM STUDIOS be held liable if it is unable to fulfil its obligations as a result of force majeure.

If the force majeure situation is temporary in nature, SLIPSTREAM STUDIOS shall make reasonable efforts to fulfil its obligations as soon as this becomes reasonably possible.

Where the Client and SLIPSTREAM STUDIOS jointly determine that performance is no longer possible, the Agreement shall be revised or terminated by mutual consent.

Services already performed by SLIPSTREAM STUDIOS up to the moment the force majeure event occurs shall remain payable and shall be invoiced accordingly.

If the Agreement is terminated prematurely by the Client, SLIPSTREAM STUDIOS shall be entitled to compensation for the resulting loss of scheduled work capacity.

If the Agreement is terminated prematurely by SLIPSTREAM STUDIOS, SLIPSTREAM STUDIOS shall, in consultation with the Client, arrange for the transfer of any outstanding work to a third party.

Any additional costs resulting from such transfer shall be borne by the Client.

Only where the Agreement is terminated due to force majeure, and where such force majeure can be demonstrated as such, shall the terminating party owe no compensation to the other party.

The separation or cancellation of a marriage or relationship between an intended bride and groom, or similar circumstances, shall not qualify as force majeure.

#### **Article 8: Financial Provisions**

All prices stated are exclusive of VAT unless otherwise specified in writing.

From the moment an Agreement is concluded between the Client and SLIPSTREAM STUDIOS, the Client shall be obliged to pay the agreed compensation.

Unless otherwise stated, invoices must be paid within 15 days from the invoice date.

The Client shall automatically be in default, without the need for prior notice, once the payment term has expired.

If payment has not been received within 14 days after a payment reminder has been sent, the Client shall owe statutory interest on the outstanding amount, with a minimum charge of EUR 25.00 excluding VAT.

Such statutory interest shall accrue from the expiry of the aforementioned 14-day period.

If the payment term has been exceeded, SLIPSTREAM STUDIOS shall send a payment reminder.

If the Client fails to meet its obligations within 14 days thereafter, the Client shall owe statutory interest as well as extrajudicial collection costs on the outstanding invoice amount, calculated in accordance with the collection rates recommended by the Belgian Bar Association.

If the Client believes that an invoiced amount is incorrect, the Client must notify SLIPSTREAM STUDIOS immediately and no later than two weeks after the invoice date.

SLIPSTREAM STUDIOS shall investigate the complaint and, where appropriate, issue a revised invoice, which must be paid within 14 days of its issuance.

The Client shall only acquire ownership of, or the right to use, the delivered goods and/or services once all obligations towards SLIPSTREAM STUDIOS have been fulfilled.

For all assignments, a non-refundable advance payment of fifty percent (50%) of the agreed total fee shall be invoiced upon acceptance of the quotation.

The advance payment must be received in full in the bank account of SLIPSTREAM STUDIOS prior to the commencement of any work, services, production activities, or project-related preparations.

SLIPSTREAM STUDIOS reserves the right to postpone, suspend, or refuse the commencement of any work until the advance payment has been received in full. Any resulting delay to the agreed schedule or delivery timeline shall not give rise to any liability on the part of SLIPSTREAM STUDIOS.

#### **Article 9: Copyright**

All recordings and materials created by SLIPSTREAM STUDIOS are protected by copyright and may only be published under specific conditions.

Only SLIPSTREAM STUDIOS and, subject to prior approval by SLIPSTREAM STUDIOS, the Client shall have the right to publish the content. Unless otherwise agreed in writing, the Client shall not be entitled to receive the original raw footage, source files, or any copies thereof.

All video and photographic materials shall remain the exclusive property of SLIPSTREAM STUDIOS. The Client shall not be entitled to use any delivered materials until all contractual obligations towards SLIPSTREAM STUDIOS have been fully satisfied.

Where SLIPSTREAM STUDIOS grants permission for the use of video and/or photographic materials, such permission shall be limited to a single use only, unless otherwise agreed in writing.

In any publication, distribution, or use of the work, the name "SLIPSTREAM STUDIOS" must be clearly credited or otherwise referenced.

Any use not expressly authorized by SLIPSTREAM STUDIOS shall constitute an infringement of its copyright. In such cases, and without prejudice to any other rights or remedies available to it, including the right to claim damages, SLIPSTREAM STUDIOS shall be entitled to compensation amounting to no less than five (5) times its standard fee for such use.

SLIPSTREAM STUDIOS shall at all times be entitled to include any final product approved by the Client in its portfolio.

Furthermore, SLIPSTREAM STUDIOS shall be entitled, without requiring any additional consent from the Client, to use both video and photographic materials for promotional purposes. Such promotional use may include, but is not limited to, Facebook advertisements, banners, showreels, website content, social media publications, and other marketing materials.

#### **Article 10: Liability**

Any person present during the assignment may appear in publicly distributed materials.

SLIPSTREAM STUDIOS shall not be held liable for any complaints arising from the publication or distribution of video footage and/or photographic material depicting persons present during the assignment, including complaints based on privacy legislation.

SLIPSTREAM STUDIOS shall only be liable towards the Client if:

- a. there is an attributable failure in the performance of the Agreement;
- b. the Client has notified SLIPSTREAM STUDIOS in writing of such failure and has granted a reasonable period to remedy it; and
- c. SLIPSTREAM STUDIOS has failed to remedy the failure within that period.

Where SLIPSTREAM STUDIOS is liable for the improper execution of an assignment, its liability shall be limited to direct damages only and to an amount reasonably proportionate to the value of the accepted assignment.

SLIPSTREAM STUDIOS shall not be liable for indirect damages or consequential damages.

Any other form of liability is expressly excluded.

The Client bears sole responsibility for the publication and use of copyrighted materials belonging to third parties that have been supplied by the Client.

SLIPSTREAM STUDIOS shall not be liable for damages of any nature resulting from reliance on incorrect or incomplete information supplied by the Client.

The Client shall indemnify and hold harmless SLIPSTREAM STUDIOS against all third-party claims arising from damages related to the execution of the Agreement that are attributable to the Client.

To the extent that SLIPSTREAM STUDIOS depends on the cooperation, services or deliveries of third parties over whom it has little or no control, SLIPSTREAM STUDIOS shall not be liable for any damages arising from such relationships or from their termination, regardless of whether such damages occur or become apparent during the relationship with SLIPSTREAM STUDIOS.

In the event of an attributable failure in the performance of the Agreement, the liability of SLIPSTREAM STUDIOS shall be limited to the amount invoiced for the assignment.

Any liability for other forms of damage, including indirect damages, consequential damages, loss of turnover or loss of profit, is expressly excluded.

The Client acknowledges that information transmitted via the internet may be intercepted by third parties.

SLIPSTREAM STUDIOS shall not be liable for damages of any kind resulting from the transmission of confidential or secret information.

The content, dissemination and publication of data shall remain the sole responsibility of the Client at all times.

SLIPSTREAM STUDIOS shall not be deemed responsible for restricting or monitoring such content.

Any required copyrights, royalties, fees, costs or penalties shall be borne exclusively by the Client.

#### **Article 11: Disputes and Applicable Law**

Should one or more provisions of these General Terms and Conditions be declared invalid by a court of law, the remaining provisions shall remain in full force and effect.

In such case, SLIPSTREAM STUDIOS and the Client shall consult with each other in order to agree upon replacement provisions that reflect as closely as possible the intent of the invalid or unenforceable provisions.

All offers made and agreements concluded under these General Terms and Conditions shall be governed exclusively by Belgian law.

Any dispute arising directly or indirectly from, or in connection with, the Agreement shall fall within the exclusive jurisdiction of the competent courts of Turnhout, Belgium.

Unless proven otherwise, the administrative records of SLIPSTREAM STUDIOS shall constitute conclusive evidence of the Agreement entered into with the Client.

This Agreement shall be governed by Belgian law.

Any dispute concerning this Agreement or its formation shall be subject to the exclusive jurisdiction of the courts of Turnhout.

These General Terms and Conditions are subject to typographical and clerical errors.

#### **Article 12: Amendments**

SLIPSTREAM STUDIOS reserves the right to amend or supplement these General Terms and Conditions.

Any amendments shall also apply to existing Agreements, subject to a notice period of 30 days following written notification of the amendments.

If the Client does not agree with the amended terms, the Client shall be entitled to terminate the Agreement as of the effective date of the amendments, or within seven (7) days after receipt of the amended terms if such receipt occurs after the amendments have entered into force.