

GENERAL TERMS AND CONDITIONS

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Article 1: Area of application

1.1. These General Terms and Conditions apply to all legal relations between Joshua D'hondt Photography (EON Services BVBA) and the ordering customer. By placing an order and/or giving an assignment, it is considered that the customer agrees with these terms and conditions. Exceptions to these terms and conditions are only to be made with the photographer's written consent.

These terms and conditions take priority over the customer's terms and conditions.

Article 2: Definitions

2.1. The photographer: Joshua D'hondt Photography (EON Services BVBA), hereafter referred to as "the photographer"; 2000 Antwerp, Frankrijklei 144/6.

2.2. The customer: the natural or legal person who hires the photographer for creative purposes. The photographer is entitled to consider as a customer each person who has placed an order, unless they have explicitly stated to be the representative of an entity – which will only be liable if the name and address of this third party is given when ordering.

2.3. A photo shoot, photo sequence, photography, photo album, photo box, printing, production, product, website(s): the online or offline services, delivery and activities in relation with the agreement.

2.4. A third additional party: the natural or legal person who has agreed with the customer on covering specific aspects of the activities (often called *model* in photography jargon).

Article 3: Rates and offers

3.1. The applicable rates are those that appear on the photographer's website or/ and in the offer. Rates are expressed in Euro and include VAT and fees.

3.2. Rates can be changed at any moment. In the event of a rate change, this change applies to all orders placed after the change has been carried out.

3.3. Offers are entirely free of obligations, unless expressly stated otherwise. The offer does not oblige the photographer to deliver or provide part of the services in return for a proportionate price.

Article 4: Agreement, deposit and cancellation

4.1. An agreement between the photographer and the customer on the delivery of photographs and other images will only be fulfilled with the photographer's written confirmation.

4.2. The agreement becomes definitive as soon as the deposit has been transferred. This deposit amounts to 30% of the total invoice price or 250 € for wedding photography. It is due within 7 days of the written confirmation of the

order by the photographer. If the deposit is not received within this period of time, the photographer is entitled to terminate the agreement without any formal notice or having to ask permission to Court or having to perform a compensation of any kind.

4.3. Photographs, compositions and possible accompanying texts will only be printed by the photographer and placed at the customer's disposal after the customer's approval and full payment of the deposit and invoice, regardless of an agreement between the two parties on a precise delivery date. The photographer will make the corrections asked by the customer, within reasonable limits. The customer's consent to the photographs, compositions and accompanying texts discharges the photographer of any responsibilities regarding the form and contents of the photographs and contents and spelling of the accompanying texts.

4.4. In the event of a cancellation of an assignment by the customer, the photographer is entitled to receive the full deposit, whatever the time and reason for this cancellation. The photographer can also propose a new date without additional costs.

4.5. In the event of cancellation after the fulfilment of the agreement, the photograph is to be remitted as follows:

- Cancellation within 24 hours: min. 75% of the daily rate of all reserved days, plus costs yet made.
- Cancellation within 48 hours: min. 50% of the daily rate of all reserved days, plus costs yet made.
- Cancellation within 72 hours: min. 25% of the daily rate of all reserved days, plus costs yet made.

4.6. In the event of postponing a commercial order by the customer, though accomplished within thirty days, after having agreed in written, the photographer is entitled to the following additional payments:

- Postponement within 24 hours: min. 50% of the daily rate, plus costs yet made.
- Postponement within 48 hours: min. 25% of the daily rate, plus costs yet made.
- Postponement within 72 hours: min. 15% of the daily rate, plus costs yet made.
- Postponement before that: costs yet made.
- If the order is not accomplished within 30 days, the costs will be the same as for a cancellation.

4.7. If the photographer is to hand in a DVD with photographs to the customer, the number of these photographs will depend on the type of assignment. Except for a specific arrangement between the two parties, a DVD will carry about the following number of photographs (small deviations are always possible in function of the quality of the coverage):

- Wedding coverage: 25 to 40 photos per hour
- Portrait: 50 to 75 photos per session
- Advertisement shoot: tbd
- ...

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- Others: max. number of photographs tbd¹
4.8. The photographer is entitled to choose for himself which photographs are to be put on the DVD received by the customer.

Article 5: TFP/TFCD photo sessions

5.1. Time for Pictures or Time for CD is an agreement between the photographer and the counterparty. The counterparty invests time to pose and receives photographs afterwards, without any due remuneration. The photographer autonomously, even after delivery of the services, decides if a photo session fits the TFP/TFCD status. This applies even if an offer has been made in advance or an agreement on a price has been signed. The photographer could make this decision for instance when the results of the session appear satisfactory enough to become part of his portfolio.

5.2. If this is the case, the conditions of art. 13 apply integrally.

Article 6: Ordering (prints - cards - others) changes to orders

6.1. When placing an order, precise and correct data about the identity of the customer and recipient of the order should be given. This includes the address of delivery and the e-mail address to which the confirmation of the order is to be sent.

6.2. Any person or company placing an order asking to send the invoice to a third party will be held responsible for the payment of this invoice.

6.3. An order does not oblige the photographer to anything until it has been confirmed via e-mail or any other means of communication.

6.4. The order will only be delivered when the payment has been received.

6.5. Changes of any kind to the original order (in text, edition of illustrations, formats, etc.) will be charged to the customer and will prolong the completion deadline. This also applies to the waiting period for the "good for order".

Article 7: Payment

7.1. Payment of invoices shall be made within fifteen days of the invoice date.

7.2. If the photographer has not received the amount due within the specified time, the customer is – without formal notice – liable for interest at the rate of 1% per month on the due amount plus a basic allowance of 15% of the amount of the invoice, with a minimum of 75 Euro, unless there is evidence for greater damage. The amount of the deposit will be the legal property of the photographer and will be deduced from the abovementioned compensation

payments. The waiver of rights only goes in after the full payment of it.

7.3. After each order, the customer will receive a confirmation of the order and the invoice for this order via e-mail with the request to transfer the right amount on the photographer's account. The design and/or photographs will be delivered after payment.

Article 8: Delivery, sending, expenses

8.1. Orders can be collected in the premises where the photographer carries out his work without additional costs. The customer should contact the photographer in advance and explicitly state that he will be collecting the images himself.

8.2. All orders are sent by the photographer via the regular postal system. The costs of an express-delivery via a carrier – if the customer has explicitly asked for an urgent delivery – will be charged to the customer.

8.3. From the moment photographs or other works are sent out until the moment they are received back undamaged by the photographer, any risks are in the hands of the counterparty. The photographer is not responsible for delay, theft, loss and/or damage due to B-Post or any other third party hired by the photographer for delivery.

8.4. The photographer will only send deliveries to addresses within Europe.

8.5. The time of delivery depends on the type of order. If the order includes only a DVD with high resolution files, it will be delivered within 20 working days after payment. Cards and albums will be delivered 30 working days after payment, unless stated otherwise on the offer.

8.6. Delivery time always goes in after reception of payment.

8.7. In case no delivery date has been agreed, the photographer shall decide a reasonable period.

If the photographer and the customer agree to fix the delivery at an earlier date, the photographer is entitled to increase the originally agreed price by at least 50%.

8.9. If the customer decides to change the original order, the delivery time could be prolonged.

8.10. If the customer does not receive the delivery within the agreed time limits, he should contact the photographer within a week. Exceeding the delivery date will by no means be the reason for a reduction in price, nor any compensation or dissolution of the present agreement.

8.11. In the event of a return to sender of the delivery because of an error that has occurred in the customer's writing of the delivery address, the customer is not entitled to claim any kind of compensation. On demand of the customer, the order will be sent again and the customer will be charged for the additional costs.

8.12. The photographer is entitled to ask an advanced payment for the expenses at all times. All travel expenses such as transportation costs, overnight stays, catering, etc. will be at the cost of the customer. These costs will either be added to the wage or put directly on the invoice. Travel

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time and transport of the photographer can be charged at a maximum of 50% of the daily rate.

8.13. The time used for finding a location, casting, pre-lighting, construction and deconstruction of the scenery and other preliminary activities can be charged at a maximum of 50% of the daily rate.

Article 9: Force majeure

9.1. In the event of the assignment not being able to take place because of circumstances beyond the photographer's control, the photographer is entitled to terminate the assignment. If this is the case, the counterparty will be charged the costs yet made. The photographer is by no means entitled to pay any compensation to the customer.

9.2. In the event of a force majeure, the photographer shall inform the customer as soon as possible. After this notice, the customer has 2 weeks time to terminate the agreement. If the customer decides to terminate the agreement, he is entitled to reimburse any expenses made by the photographer or/and pay for the hours of work already spent on the assignment.

9.3. A few examples of force majeure are: loss of original digital files due to a crash, war, mobilization, riots, atmospheric incidents, inundations, storms, obstructions in transportation (be it train, boat, aircraft or car), stagnation or cancellation of deliveries by public facilities, fire, engine flaws and other interruptions of activities, strikes, expulsions, non delivery of materials by a third party and any other obstruction beyond the photographer's control that could make the assignment's realisation impossible. This also applies to any other circumstances with such influence that the customer cannot, in all reasonability and fairness, demand or expect the photographer to fulfil the agreement. This list is not exhaustive.

9.4. In the event of an illness or accident that prevents the photographer from bringing the assignment to a satisfactory end, the photographer and customer will agree on a suitable solution. If possible and applicable to the situation, the photographer will – with the consent of the customer – find a substitute photographer. If this is the case, the customer will be expected to contact the substitute photographer directly. The photographer will thereby be freed of any responsibilities regarding (non-) contractual shortcomings of his substitute photographer. If no substitute photographer can be found, both parties are entitled to terminate the agreement without additional costs. The photographer will then reimburse the deposit payment made by the customer, however no other compensations are due to the customer.

Article 10: Quality of the work

10.1. The photographer certifies to make qualitative photographs (according to his personal standards) and to edit them within his own style.

10.2. The photographer has the right to adapt a design – insofar it has not been explicitly described in the order – to his creative and technical perspective.

10.3. Changes in the order by the counterparty for any given reason will be charged to the counterparty and will be made by the photographer after the agreement of separate offers sent back to the photographer. Changes to the original order can prolong the period of delivery.

10.4. The customer is allowed to be present or send a mandated third party at the moment of the coverage. If not present, the customer should conform to the judgement of the photographer in regards to the execution of the assignment and cannot file any complaint afterwards.

Article 11: Liability

11.1. The services supplied by the photographer are always in obligation of best intents; however do not guarantee the best results.

11.2. The photographer will make changes if asked specifically in written by the customer but is not responsible for any spelling, linguistic or grammatical mistakes that are not pointed out by the customer when confirming the design. From the moment the photographer has sent the order to the printer on, the customer will not be able to ask for any more corrections.

11.3. By no means does the photographer bear the responsibility for colour changes that could originate from the fulfilment of the assignment (e.g. when assembling the photographed objects or variations in colour temperature).

11.4. The photographer is not responsible in the event of a rejection of a coverage by the customer because the briefing, concept and/or strategy of the customer has changed or because of a delivery with defects. In the abovementioned circumstances, the customer will be entitled to pay the full rate and all expenses made by the photographer. This also applies to potential new photo shoots that would take place independently from the rejected one.

11.5. All orally asked changes are to be made at the customer's own risks.

11.6. The photographer is not liable for any direct or indirect loss suffered by the customer unless such loss is caused by a deliberate act of the photographer or a gross error.

11.7. Unless the loss is due to a deliberate act, the total liability of the photographer will be limited to the invoice price.

11.8. The photographer is by no means responsible for bodily harm or damage to property due to falling, slipping etc. of the counterparty during the photo session.

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11.9. The photographer is by no means responsible for the loss or/and damage to the customer's property caused before, during or after the photo session.

11.10. The photographer is not liable for any damage or loss of objects necessary to the fulfilment of the assignment. All clothes, collector's items and other accessories will be treated with the necessary care and respect. If the value of the objects justifies it, the photographer is entitled to have the goods insured and charge the costs of it to the customer.

11.11. The photographer is not liable for obtaining copyrights or other rights regarding brands, images etc. that are to be seen on the photographs or other images made during the assignment. The photographer is not liable for the costs this could mean either: they are not included in the rate. The customer will safeguard the photographer against any claim by a third party that demands rights on the publications (by the customer) of the photographs or other images.

11.12. The liability of the photographer regarding the production of records does not reach beyond his own intervention. The photographer is consequently not liable for the conduct, punctuality or professional services of any third party (model, actor) even if they were booked by the photographer himself.

11.13. The photographer is not liable for any delay or cancellation of a production or recording due to a delay in delivery of an accessory/product or other faults (delay, mistake) by the customer or their subcontractor.

11.14. The photographer is not liable for damage or loss due to the developing laboratory, a mistake in production, airport x-ray controls, etc. This list is not exhaustive. The photographer is entitled to receive his full rate in all those circumstances. In any case, the liability of the photographer is limited to a compensation that does not exceed the rate of the assignment in question.

Article 12: Complaints

12.1. Complaints regarding the quality of the photographs should be reported to the photographer by e-mail at the following address: info@joshuahondt.be.

12.2. All formal complaints regarding the provided services, the orders and/or invoice should be made by the customer within 8 days of accomplishment or invoice date and by written recorded delivery. Complaints made after this time limit will not be considered.

Article 13: Copyright – Reproduction right– Use of the photographs

(Law of the 30th of June 1994 regarding copyright and adjacent rights.)

13.1. Copyright of all photographs made by the photographer for the customer is owned by the photographer. The customer hereby confirms not to be

entitled to lay claims on the copyright of the photographs and cartoons, be it in analogue or digital form.

13.2. The model and advertising agency or the commercial website are obliged to mention the name of the photographer alongside each publication.

13.3. The model, or his/her parents/ guardians have no exclusive rights regarding the photographs or style or changed applied to the photographs.

13.4. The customer is entitled to use the works and reproduce them for private purposes, which is included in the total invoice price. Any reproduction for personal purposes is permitted only if they respect articles 21 and 22 of the Belgian Copyright. The reproduction right is personal and can by no means be transferred to another person or entity, unless the photograph has given his written consent.

13.5. Unless a specific agreement is made and approved on by the photographer in written, the wage of the photographer includes his time, experience, investments and the acceptance of the right to reproduction in his name only within the defined mode, form, purpose and area for one year. In default of such a definition in the agreement, the photographer has the right to refuse the use of these pictures until these points have been defined in written. The customer is responsible for the use of the photographs and others images by a third party.

13.6. Both parties are forbidden to use the photographs for commercial purposes, unless it has been stated otherwise in the agreement. In the event of the order being for commercial purposes, such as advertising, brochures or other kinds of publicity, the picture shall be used only by the customer/ legal person and only for the purposes and area described in the agreement. Any changes to these purposes and area should first be agreed on and confirmed by the photographer in written.

13.7. The customer hereby agrees to his obligation to always mention the photographer when using the photographs or other images with the following reference: "© Joshua D'hondt". It is forbidden for the customer to modify the photographs to any extent.

13.8. The photographer keeps, in all circumstances, the full property rights of the photographs and other images delivered to the customer including the property of digital files, processed blocks, templates and other supports, even if the customer is temporarily given access to them.

13.9. Any infringement to the copyright such as not referring to "© Joshua D'hondt" on authorized reproductions of a work by the photographer protected by the law of copyright entitles the photographer to claim compensation of at least 500 Euro per infringement or per infringing reproduction, without losing any right to claim compensation for other damage.

Article 14: Right to one's own image

14.1. The photographer has the right to publish photographs for personal, non-commercial, promotional ends. This includes exhibitions and/or photo competitions

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and publishing in print or on the internet. If the model does not allow these kinds of publications, they should communicate it via e-mail to the photographer within 8 working days after the photo session.

Article 15: Digital conservation of files

15.1. The photographs taken by the photographer will be kept digitally for at least 60 days after invoice date.

Article 16: Guarantee

16.1. In the event of the discovery of a mistake made by the customer after the fulfilment of the photo composition, the photographer will make a new composition with a 15% discount.

Article 17: Changes to the conditions

17.1. The photographer has the right to make changes to these terms and conditions at all times. The counterparty ought to consult these conditions regularly.

Article 18: Choice of law and forum

18.1. All matters governed by these General Terms and Conditions are subject to Belgian law. Any dispute concerning the wording and explanation of these General Terms and Conditions and/or legal relations between the photographer and the customer shall be brought to court in Antwerp only.