General terms and conditions Mediatic Media BV

These are the general terms and conditions of Mediatic Media BV (the Contractor). The address of Mediatic Media BV is Houtkopersdwarsstraat 4, 1011AL Amsterdam, with Chamber of Commerce number 60713690.

If you have any questions, you can contact us via info@mediatic.eu, 0031(0)20 760 2670 or by mail at:

Mediatic Media BV, Houtkopersdwarsstraat 4, 1011AL Amsterdam.

Mediatic Media BV reserves the right to amend these general terms and conditions. You agree that the latest version of these general terms and conditions will always apply to the assignment. Any deviations from these terms must be agreed upon in writing.

ARTICLE 1 – GENERAL

These general terms and conditions apply to every offer, quotation and assignment between the Contractor and you (the Client). The Contractor will send these general terms and conditions to you free of charge upon request. They are also available at www.mediatic.eu.

ARTICLE 2 – FORMATION OF ASSIGNMENT

The assignment is formed when the Client agrees to the assignment.

ARTICLE 3 – QUOTATIONS AND OFFERS

1. All offers and quotations from the Contractor are non-binding, unless otherwise agreed. An offer in a quotation only applies to the specific assignment at hand and does not apply to any future orders.

2. If the Client provides information to the Contractor, the Contractor may assume that the information is correct and will base its quotation on this.

ARTICLE 4 – PRICE

1. The Contractor may increase the price in the interim if unforeseen and cost-increasing circumstances arise after the assignment has been formed.

2. The price excludes any expenses incurred by the Contractor, as well as VAT and other applicable government levies.

ARTICLE 5 – PROCUREMENT OF MEDIA AND OTHER GOODS OR SERVICES ON BEHALF OF THE CLIENT

1. If the Contractor, in the context of the assignment, purchases, books or otherwise procures media space, advertising space, licenses or other goods and/or services from third parties on behalf of and/or for the account of the Client (the "Procurement"), the Contractor may charge the Client a separate fee for the administration, handling and risk connected to the Procurement, in addition to the price charged by the third party.

2. The fee referred to in paragraph 1 amounts to at least 5.33% of the value of the Procurement. The applicable fee, or any higher fee, will be stated in the quotation, order confirmation or invoice, either as a percentage of the value of the Procurement or as a fixed amount, unless otherwise agreed in writing.

3. The Contractor may carry out the Procurement in its own name and enter into agreements with third parties in its own name, even where this occurs entirely for the account and risk of the Client.

4. The Client remains liable towards the Contractor for the full and timely payment of all amounts owed in connection with the Procurement, including the fee referred to in paragraph 1, regardless of whether the Contractor has already paid the third party or has already received payment from the Client.

5. The fee referred to in paragraph 1 remains due in full if the Procurement is cancelled, amended, postponed or not (fully) used, unless this is the direct result of a shortcoming attributable to the Contractor.

6. Article 4 (Price) and Article 6 (Payment and collection costs) apply by analogy to the fee referred to in this article.

ARTICLE 6 – PAYMENT AND COLLECTION COSTS

1. The Client must always pay within 30 days from the invoice date. The Contractor will invoice monthly.

2. If the Client does not pay the invoice on time, the Client is legally in default. The Client then owes statutory interest (if they are a consumer) or statutory commercial interest (if they are a business). The interest on the amount due is calculated from the moment the Client is in default until the moment payment is made in full.

3. The Contractor's full claim on the Client becomes immediately due and payable if:

1. The Client exceeds a payment term;
2. The Client is declared bankrupt or granted a moratorium on payments;
3. The Client (company) is dissolved or liquidated;
4. The Client (individual) is placed under guardianship or passes away.

4. If the Client does not pay on time, they will immediately be in default and must cover all extrajudicial collection costs. For an invoice amount up to €267, these costs will be €40. For higher amounts, the maximum collection costs are as follows:

- 15% on the first €2,500;
- 10% on the remaining amount, up to €5,000;
- 5% on the remaining amount, up to €10,000;
- 1% on the remaining amount, up to €200,000;
- 0.5% on the remaining amount.

ARTICLE 7 – PERFORMANCE PERIOD

1. If the Client owes an advance payment or must provide information or materials, the execution period will only begin once the payment, information or materials have been received by the Contractor.

2. If a period has been agreed or specified for the execution of the assignment, this is never a fatal term. In the event of exceeding a term, the Client must first issue a written notice of default to the Contractor.

3. The Client cannot terminate the assignment due to a delay in execution unless performance becomes permanently impossible or the Contractor fails to execute the assignment within a term that has been communicated in writing.

ARTICLE 8 – THIRD PARTIES

The Contractor may subcontract (part of) the work to third parties. Articles 7:404 BW (execution by a specific person), article 7:407 paragraph 2 (joint and several liability), and 7:409 BW (death of a specific person) do not apply.

ARTICLE 9 – EXECUTION OF ASSIGNMENT

1. The Contractor will execute the assignment to the best of its knowledge and ability, in accordance with the requirements of good workmanship.

2. The Contractor may execute the assignment in different phases and invoice the executed parts separately.

3. If the assignment is executed in phases, the Contractor may suspend work on subsequent phases until the Client has approved the results of the previous phase in writing.

4. The Client shall ensure the timely provision of all necessary information or materials for the execution of the assignment.

5. If the Client fails to provide the necessary information or materials in a timely manner, the Contractor may suspend work and invoice the additional costs resulting from the delay. The Contractor is not liable for damage caused by relying on incorrect or incomplete information provided by the Client.

ARTICLE 10 – CHANGE OF ASSIGNMENT

1. If it becomes apparent during the assignment that it is necessary to change or supplement the content of the assignment for proper execution, the parties will do so in mutual consultation.

2. The Contractor may increase or decrease the agreed price. The Contractor will (if possible) provide a price quote for this in advance. A change to the assignment may also change the specified term of execution. The Client agrees to the possibility of changes to the assignment, price and execution term.

3. The Contractor may refuse a request to change the assignment from the Client if this could have consequences for the work in terms of quality or quantity.

ARTICLE 11 – SUSPENSION, TERMINATION

1. The Contractor may suspend the assignment if, due to circumstances (beyond his sphere of influence or of which he was not aware), he is temporarily unable to fulfil his obligations.

2. If performance is permanently impossible, the parties may terminate the assignment for the part that has not yet been fulfilled.

3. The Contractor may suspend or terminate performance of the assignment if the Client does not, does not fully or does not meet its obligations on time. The Client must then pay compensation or indemnify the Contractor.

ARTICLE 12 – INTERIM TERMINATION

1. If the Contractor terminates the assignment prematurely, the Contractor will ensure that the work still to be performed is transferred to third parties, unless the termination is attributable to the Client. If the transfer of the work entails additional costs for the Contractor, the costs will be borne by the Client.

2. Both the Contractor and the Client may terminate the assignment immediately (and are not obliged to pay compensation or indemnification) in one of the following cases:

1. The Client exceeds a payment term;
2. The Client or the Contractor is bankrupt or has been granted a moratorium on payments;
3. The Client or the Contractor (company) is dissolved or liquidated;
4. The Client or the Contractor (natural person) is placed under guardianship or dies;
5. There is another circumstance as a result of which the Client, or the Contractor can no longer freely dispose of his assets.

ARTICLE 13 – RETENTION OF OWNERSHIP

1. Everything that the Contractor delivers remains the property of the Contractor until the Client has fully complied with all his obligations.

2. The Client must do everything he can reasonably do to secure Contractor's property.

3. If the Contractor wishes to exercise his property rights, the Client gives the Contractor unconditional and irrevocable permission to enter all places where the property is located, so that the Contractor can take it back.

ARTICLE 14 – INVESTIGATION

1. The Client must examine the delivered goods at the time they are made available to him or the work has been carried out. The Client must investigate whether the quality and quantity of the delivered goods correspond with what was agreed and whether they meet the requirements that the parties agreed upon.

2. The Client must report any visible defects to the Contractor in writing within thirty days of delivery. Any invisible defects must be reported to the Contractor in writing thirty days after discovery thereof. The report must contain a detailed description of the defect.

ARTICLE 15 – COMPLAINTS

1. The Client must report any complaints in writing within one month of discovery (or – in the case of invisible defects – after he could have discovered the defects).

2. If the Client submits a complaint on time, this does not suspend his payment obligation.

3. If the Client reports a complaint later, he is no longer entitled to repair, replacement or compensation.

4. If it is established that an item is defective and this has been reported on time, the Contractor will replace, repair or compensate the defective item within a reasonable period after the Client has received it back.

5. If it is established that a complaint is unfounded, the costs incurred by the Contractor as a result (such as research costs) will be borne entirely by the Client.

ARTICLE 16 – LIABILITY

1. The Contractor is only liable for direct damage suffered by the Client that is the direct and exclusive result of a shortcoming on the part of the Contractor.

2. The Contractor is not liable for damage caused by relying on incorrect or incomplete information provided by the Client.

3. The Contractor's liability is always limited to the invoice value with a maximum of €2000.

4. The Contractor's liability is in any case limited to the amount paid out by its insurer in that case.

5. The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor.

ARTICLE 17 – LIMITATION PERIOD

The limitation period for all claims and defenses against the Contractor is one year.

ARTICLE 18 – INDEMNIFICATION

1. The Client indemnifies the Contractor against any claims from third parties who suffer damage as a result of the execution of the assignment and the cause of which is not attributable to the Contractor.

2. If third parties contact the Contractor, the Client will assist him both outside and in court and do everything that may be expected of him in that case.

3. If the Client does not take any measures, the Contractor may do so himself. All costs and damages that the Contractor incurs as a result are entirely at the expense and risk of the Client.

ARTICLE 19 – CONFIDENTIALITY

1. Unless there is a legal or professional obligation to disclose, the Contractor will keep all information from the Client confidential towards third parties.

2. The Contractor will not use the information provided by the Client for any purpose other than that for which it was obtained, except if the Contractor is acting in a procedure in which these documents may be important.

3. The Client will not disclose the contents of agreements, order confirmations, quotations, reports, advice or other written or oral statements from the Contractor and ensure that third parties do not see the contents thereof.

4. To the extent that Personal Data is processed in the context of the performance of the work, this Personal Data will be processed in a proper and careful manner and in accordance with the GDPR.

ARTICLE 20 – NULLITY

If part of these terms and conditions is null and void or voidable, this does not affect the validity of the rest of the Agreement. The null and void or voided part will be replaced by a provision that follows the content of the null and void provision as much as possible.

ARTICLE 21 – CONFLICTING CLAUSE

In the event that these general terms and conditions and the agreement contain conflicting terms, the terms included in the agreement will apply.

ARTICLE 22 – APPLICABLE LAW

Dutch law.

ARTICLE 23 – COMPETENT COURT

Amsterdam District Court.

Last updated on 01-03-2026