General terms and conditions Game Show Crew B.V.
E-mail: info@gameshowcrew.com
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Article 1 - Definitions

1. Game Show Crew B.V.: Game Show Crew, established in Numansdorp , Chamber of Commerce number 42088902.
2. Client: the person with whom Game Show Crew B.V. has entered into an agreement.
3. Parties: Game Show Crew B.V. and Client together.
4. Consumer: a Customer who is also an individual acting as a private person.

Article 2 - Applicability.

1. These terms and conditions apply to all quotations, offers, work, orders, agreements and deliveries of services or products by or on behalf of Game Show Crew B.V.
2. Game Show Crew B.V. and the Client can deviate from these terms and conditions only when agreed in writing.
3. Game Show Crew B.V. and the Client expressly exclude the applicability of the general terms and conditions of the Client or others.

Article 3 - Offers and quotations

1. Offers and quotations from Game Show Crew B.V. are without obligation unless expressly stated otherwise therein.
2. An offer or quotation is valid for a maximum of 1 month, unless a different term is stated in the offer or quotation.
3. If the Customer does not accept an offer or quotation within the applicable period, the offer or quotation shall lapse.
4. Offers and quotations do not apply to repeat orders unless Game Show Crew B.V. and the Client agree in writing.

Article 4 - Acceptance

1. Upon acceptance of an offer or quotation without obligation, Game Show Crew B.V. may still withdraw the offer or quotation within 3 days of receipt of the acceptance, without the Client being able to derive any rights from this.
2. Verbal acceptance of the Client only commits Game Show Crew B.V. after the Client has confirmed it in writing or electronically.

Article 5 - Prices

1. Game Show Crew B.V. charges prices in euros, exclusive of VAT and exclusive of any shipping costs, unless otherwise agreed in writing.
2. Game Show Crew B.V. may change the prices of its services and products on its website and in other communications at any time.
3. Game Show Crew B.V. and the Client agree on a total amount for custom services by Game Show Crew B.V.
4. Game Show Crew B.V. may adjust the prices of its products annually.
5. Game Show Crew B.V. will communicate price adjustments to the Client prior to their effective date.
6. A consumer may cancel the agreement with Game Show Crew B.V. if he does not agree with the price increase.

Article 6 - Payments and term of payment

1. Game Show Crew B.V. may require a deposit of up to 50% of the agreed amount when entering into the agreement.
2. The Customer must have paid a subsequent payment within 1 month of delivery.
3. The payment terms used by Game Show Crew B.V. are final payment terms. This means that if the Client has not paid the agreed amount no later than the last day of the payment period, he/she is automatically in default and in default, without Game Show Crew B.V. having to send the Client a reminder or declare the Client in default.
4. Game Show Crew B.V. may condition a delivery on immediate payment or require security for the total amount of the services or products.

Article 7 - Consequences of late payment

1. If the Client fails to pay within the agreed period, Game Show Crew B.V. may charge the statutory interest per month for non-commercial transactions and the statutory interest per month for commercial transactions from the day that the Client is in default, whereby part of a month is counted as a whole month.
2. If the Client is in default, he must also pay extrajudicial collection costs and any damages to Game Show Crew B.V.
3. Collection costs are calculated according to the Compensation for Extrajudicial Collection Costs Decree.
4. If the Client fails to pay on time, Game Show Crew B.V. may suspend its obligations until the Client has paid.
5. In case of liquidation, bankruptcy, attachment or suspension of payment on the part of the Client, the claims of Game Show Crew B.V. against the Client are immediately due and payable.
6. If the Client refuses to cooperate in the execution of the agreement by Game Show Crew B.V., the Client must still pay the agreed price.

Article 8 - Right of complaint

1. When the Client is in default, Game Show Crew B.V. may invoke the right of claim with respect to the unpaid products delivered to the Client.
2. Game Show Crew B.V. exercises its right of advertising by written or electronic communication to the Client.
3. Once the Client has been notified of the invoked right of complaint, the Client must immediately return the products in question to Game Show Crew B.V., unless otherwise agreed in writing.
4. The Customer shall pay the cost of retrieval or delivery in paragraph 3.

Article 9 - Right of withdrawal

1. A consumer may cancel an online purchase within 14 days of purchase without giving a reason. This right of withdrawal does not apply when:

    - the product has been used
    - it is a product that has been specially customized or adapted
    - the consumer has waived his right of withdrawal
    - it concerns a service that is performed with the consent of the Customer in full within the cooling-off period and in which the Customer has expressly declared that he waives the right of withdrawal

2. The 14-day cooling-off period in paragraph 1, begins:
    - on the day after the consumer receives the last product or part of 1 order
    - once the consumer has entered into an agreement to provide a service
    - once the consumer has confirmed that he will purchase digital content over the Internet
3. Consumers may exercise their cooling-off period by sending an email with that subject to info@gameshowcrew.com
4. The consumer is obligated to return the product to Game Show Crew B.V. within 14 days of making known his right of withdrawal, failing which his right of withdrawal lapses.

Article 10 - Reimbursement of delivery costs.

1. If the consumer has revoked their purchase and returned the entire order to Game Show Crew B.V. in a timely manner, Game Show Crew B.V. will refund any shipping costs paid by the consumer within 14 days of receipt of the timely fully returned order to the consumer.
2. The cost of delivery shall be borne by Game Show Crew B.V. only to the extent that the entire order is returned.

Article 11 - Reimbursement of return costs

1. If the consumer invokes his/her right of withdrawal and returns the entire order in time, the Customer shall pay the costs.

Article 12 - Reimbursement of return costs

1. If the consumer invokes his/her right of withdrawal and returns the entire order in time, the Customer shall pay the costs.

Article 13 - Right of suspension

1. Unless the Customer is a consumer, the Customer hereby waives the right to suspend performance of any obligation under this Agreement.

Article 14 - Right of lien

1. Game Show Crew B.V. may exercise its right of retention and in that case retain products of the Client until the Client has paid all outstanding bills of Game Show Crew B.V., unless the Client has provided adequate security for those costs.
2. The right of retention also applies on the basis of previous agreements under which the Client has yet to pay money to Game Show Crew B.V.
3. Game Show Crew B.V. shall not be liable for any damages suffered by the Client due to the use of its lien.

Article 15 - Offset

1. Unless the Client is a consumer, it waives its right to set off any debt to Game Show Crew B.V. against any claim against Game Show Crew B.V.

Article 16 - Retention of title**.**

1. Game Show Crew B.V. remains the owner of all products delivered until the Client has paid all outstanding invoices from Game Show Crew B.V. relating to an underlying agreement, including claims due to default.
2. Until that time in paragraph 1, Game Show Crew B.V. can make use of its retention of title and take back the goods.
3. Before ownership has passed to the Customer, the Customer may not pledge, sell, dispose of or otherwise encumber the products.
4. If Game Show Crew B.V. makes use of its retention of title, the agreement is thereby undone and Game Show Crew B.V. may claim damages, lost profits and interest from the Client.

Article 17 - Delivery

1. Delivery will take place while supplies last.
2. Delivery will take place at Game Show Crew B.V., unless otherwise agreed.
3. Delivery of physical products ordered online takes place at the address specified by the Customer.
4. Delivery of software takes place digitally
5. If the Client does not pay the agreed amounts or does not pay them on time, Game Show Crew B.V. may suspend its obligations until the Client pays.
6. Late payment constitutes creditor default, which means that the Client cannot hold a late delivery against Game Show Crew B.V..

Article 18 - Delivery time

1. The delivery times of Game Show Crew B.V. are indicative. If delivery is later, the Client cannot derive any rights from this, unless otherwise agreed in writing.
2. The delivery time commences when the quotation signed by the Client for approval to Game Show Crew B.V. is confirmed in writing or electronically by Game Show Crew B.V. to the Client.
3. The Client will not receive compensation and may not cancel the agreement if Game Show Crew B.V. delivers later than agreed. The Customer may, however, cancel the agreement if agreed in writing or if Game Show Crew B.V. is unable to deliver within 14 days, after being reminded in writing or the Customer and Game Show Crew B.V. have agreed otherwise.

Article 19 - Actual delivery

1. The Customer must ensure that the actual delivery of its ordered products can take place on time.

Article 20 - Transportation costs

1. The Client pays the cost of transportation, unless the Client and Game Show Crew B.V. have agreed otherwise in writing.

2. If a package is offered several times by the shipper and then the package is returned because it could not be delivered, the customer is responsible for the following charges:

    1. Original shipping costs;
    2. The cost of returning the package;
    3. The shipping cost for resending the package.

    This fee will be charged before the package is reshipped.

Article 21 - Packaging and shipping

1. If the packaging of a delivered product has been opened or damaged, the Client must have a note of this made by the carrier before taking delivery of the product. If the Client does not do this, he cannot hold Game Show Crew B.V. liable for any damage.
2. If the Client arranges the transportation of a product himself, he must report any visible damage to products or packaging to Game Show Crew B.V. prior to transportation. If the Customer does not do this, he cannot hold Game Show Crew B.V. liable for any damage.

Article 22 - Insurance

1. Customer must adequately insure and maintain insurance on the following items against, among other things, fire, explosion and water damage, and theft:
    - delivered items necessary for the performance of the underlying contract
    - Items of Game Show Crew B.V. present at the Client's premises
    - goods delivered under retention of title

2. At Game Show Crew B.V.'s first request, the Client shall make the policy of such insurance available for inspection.

Article 23 - Retention

1. If the Customer does not take delivery of ordered products until later than the agreed delivery date, the risk of any loss of quality shall be borne entirely by the Customer.
2. Any additional costs resulting from premature or late purchase of products shall be borne entirely by the Customer.

Article 24 - Warranty

1. If the Client and Game Show Crew B.V. have entered into an agreement with a service character, it contains for Game Show Crew B.V. only an obligation of effort and therefore no obligation to achieve a result.
2. The warranty on products applies only to defects caused by faulty manufacture or construction or faulty material.

3. The warranty does not apply:
   - in case of normal wear and tear
   - for damage caused by accidents
   - for damage caused by modifications made to the product
   - for damage caused by negligence or improper use by the Customer
   - when the cause of the defect cannot be clearly determined
4. The risk of loss, damage or theft of the products supplied by Game Show Crew B.V. shall pass to the Client as soon as they are legally or de facto delivered, or at least come under the control of the Client or a third party who takes delivery of the product for the Client.

5. Game Show Crew B.V. offers a one-year warranty on its products. This warranty covers manufacturing defects and product defects, provided the product has been properly used and maintained according to the instructions provided. This warranty does not cover damage caused by improper use, unauthorized modifications or normal wear and tear.If you find a defect in your product within the warranty period, please contact us to report the problem and receive instructions for returning the product. Upon receipt and evaluation of the defect, we will, at our option, repair or replace the product.

Article 25 - Execution of the agreement

1. Game Show Crew B.V. executes the agreement to the best of its knowledge and ability and according to the requirements of good craftsmanship.
2. Game Show Crew B.V. may have all or part of the agreed services performed by others.
3. The execution of the agreement is done by mutual agreement and after a written agreement and payment of any advance by the Customer.
4. The Client must ensure that Game Show Crew B.V. can begin execution of the agreement on time.
5. If the Client fails to ensure that Game Show Crew B.V. can begin in a timely manner, the resulting additional costs shall be borne by the Client.

Article 26 - Provision of information by the Customer

1. The Client shall make available to Game Show Crew B.V. all information, data and documents relevant for the correct execution of the agreement in a timely manner and in the desired form and manner.
2. The Customer guarantees the accuracy and completeness of the information, data and documents made available, even if they originate from third parties, unless the nature of the agreement dictates otherwise.
3. When and to the extent requested by the Client, Game Show Crew B.V. will return the relevant records.
4. If the Client does not provide the information, data or documents reasonably required by Game Show Crew B.V., or does not provide them on time or properly, and the execution of the agreement is delayed as a result, the resulting extra costs and extra hours shall be borne by the Client.

Article 27 - Duration of agreement software

1. The agreement between Game Show Crew B.V. and the Client for a software license is entered into for the duration of 1 year, unless something else follows from the nature of the agreement or something else is agreed upon in writing.
2. After the deadline in paragraph 1, the customer will be contacted to ask whether the license can be renewed.

Article 28 - Termination of software licenses

1. The Customer cannot cancel an agreement for software licenses until after 1 year.

2. This does not apply to temporarily leased licenses which last for the agreed term.

Article 29 - Intellectual property

1. Game Show Crew B.V. retains all intellectual property rights to all designs, drawings, writings, carriers of data or other information, quotations, images, sketches, models and models, unless otherwise agreed.

Article 30 - Indemnification

1. The client indemnifies Game Show Crew B.V. against all claims by others related to the products and/or services provided by Game Show Crew B.V.

Article 31 - Complaints

1. The Client must examine a product supplied or service rendered by Game Show Crew B.V. for any deficiencies as soon as possible.
2. If a product supplied or service rendered does not meet that which the Client could reasonably expect, the Client must notify Game Show Crew B.V. of this within 1 month of ascertaining the shortcoming.
3. A consumer must notify Game Show Crew B.V. no later than 2 months after establishing the shortcoming.
4. The Client shall provide as detailed a description of the shortcoming as possible, so that Game Show Crew B.V. can respond appropriately.

5. The Client must demonstrate that the complaint relates to an agreement between the Client and Game Show Crew B.V..
6. When a complaint is about work in progress, the Client cannot demand that Game Show Crew B.V. perform work other than that agreed upon.

Article 32 - Notice of default

1. The Client must give any notice of default to Game Show Crew B.V. in writing.
2. The Client is responsible for ensuring that his notice of default actually reaches Game Show Crew B.V. on time.

Article 33 - Liability of Customer

1. When Game Show Crew B.V. enters into an agreement with more than one Client, each is jointly and severally liable for the fulfillment of the agreements in that agreement.

Article 34 - Liability Game Show Crew B.V.

1. Game Show Crew B.V. is only liable for damage suffered by the Client if that damage is caused by intent or deliberate recklessness.
2. If Game Show Crew B.V. is liable for damages, this applies only to direct damages related to the performance of an underlying agreement.
3. Game Show Crew B.V. is not liable for indirect damages, such as consequential damages, lost profits or damages to third parties.
4. When Game Show Crew B.V. is liable, this liability is limited to the amount paid out by the (professional) liability insurance taken out. If no insurance has been taken out or no compensation is paid, then the liability is limited to the (part of the) invoice amount to which the liability relates.
5. All images, photographs, colors, drawings, descriptions on the website or in a catalog are only indicative and cannot lead to any compensation, rescission or suspension.

6. The content and software provided by Game Show Crew B.V. have been developed with respect for existing intellectual property rights. Game Show Crew B.V. strives not to infringe on existing show formats, designs or concepts. Should a third party believe that their rights are being infringed, they should contact us immediately at info@gameshowcrew.com , so that the matter can be investigated and, if necessary, appropriate action taken.

7. Although Game Show Crew B.V. makes every effort not to infringe on the intellectual property rights of third parties, Game Show Crew B.V. accepts no liability for possible similarities of its software or designs with existing show concepts or formats. Any claims will first be investigated and addressed by mutual agreement and in good faith.

Article 35 - Due date

1. Any right of the Client to compensation from Game Show Crew B.V. expires 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Section 6:89 of the Dutch Civil Code.

Article 36 - Dissolution

1. The Client may rescind the agreement when Game Show Crew B.V. imputably fails to fulfill its obligations, unless this failure does not justify the rescission due to its special nature or minor importance.
2. If fulfillment of the obligations by Game Show Crew B.V. is still possible, then dissolution can only take place after Game Show Crew B.V. is in default.
3. Game Show Crew B.V. may undo the agreement with the Client if the Client fails to fulfill its obligations under the agreement in full or on time, or if Game Show Crew B.V. becomes aware of circumstances that give it good reason to believe that the Client will not fulfill its obligations.

Article 37 - Force majeure

1. In addition to article 6:75 of the Dutch Civil Code, a shortcoming of Game Show Crew B.V. by the Client cannot be attributed to Game Show Crew B.V. in case of force majeure.
2. The force majeure situation in paragraph 1 includes, but is not limited to:
   - a state of emergency such as civil war or natural disaster
   - default or force majeure of suppliers, deliverers or others
   - power, electricity, internet, computer or telecom failures
   - computer viruses
   - strikes
   - government measures
   - transportation problems
   - adverse weather conditions
   - work stoppages
3. If a force majeure situation occurs that prevents Game Show Crew B.V. from fulfilling 1 or more obligations to the Client, those obligations will be suspended until Game Show Crew B.V. can fulfill them.

4. From the moment a force majeure situation has lasted for at least 30 calendar days, both the Client and Game Show Crew B.V. may cancel all or part of the agreement in writing.
5. Game Show Crew B.V. does not have to pay compensation to the Client in a force majeure situation, even if Game Show Crew B.V. benefits from this.

Article 38 - Modification of agreement

1. If it is necessary for its execution to modify a concluded agreement, the Client and Game Show Crew B.V. may modify the agreement.

Article 39 - Modification of general conditions

1. Game Show Crew B.V. may modify these terms and conditions.
2. Changes of minor importance may be made by Game Show Crew B.V. at any time.
3. Major changes will be discussed with Game Show Crew B.V. in advance with the Client to the extent possible.
4. A consumer may terminate the underlying contract if the general terms and conditions are substantially modified.

Article 40 - Transfer of rights

1. The Client may not assign any rights under an agreement with Game Show Crew B.V. to others without the written consent of Game Show Crew B.V..
2. This provision counts as a clause with property law effect as in Article 3:83 paragraph 2 of the Civil Code.

Article 41 - Consequences of nullity or voidability

1. If 1 or more provisions of these terms and conditions prove to be void or voidable, this will not affect the remaining provisions of these terms and conditions.
2. Any provision that is void or voidable shall in such case be replaced by a provision that comes closest to what Game Show Crew B.V. had in mind when drafting the terms and conditions on that point.

Article 42 - Applicable law and competent court

1. These general terms and conditions and any underlying agreement between the Client and Game Show Crew B.V. are governed by Dutch law.
2. The court in the district of Game Show Crew B.V.'s place of business has exclusive jurisdiction over any disputes between the Client and Game Show Crew B.V., unless otherwise provided by law.