

Terms and Conditions of De Schoenfabriek

Article 1: Definitions

- **Artist:** Any professional in art, entertainment, sports, or media booked through us.
- **Client:** The individual or organization providing us with an assignment.
- **Assignment:** The agreed service, such as booking artists, organizing events, or providing consultancy.
- **Agreement:** The arrangements between De Schoenfabriek and the client.
- **Conditions:** These terms and conditions.

Article 2: General

1. These conditions apply to all our offers, agreements, and services.
2. Deviations from these conditions are only valid if agreed upon in writing.
3. If a part of these conditions is found invalid, the other provisions will remain valid.

Article 3: Offers and Agreements

1. All quotes and offers from De Schoenfabriek are non-binding unless stated otherwise.
2. An agreement is established when we accept an assignment in writing or verbally.
3. The client must provide us with all necessary information for the execution of the assignment in a timely and complete manner.

Article 4: Prices and Payment

1. Our prices are exclusive of VAT and other costs such as fees for rights organizations (e.g., Buma/Stemra), unless stated otherwise.
2. Payment must be made within 14 days of the invoice date unless agreed otherwise.
3. Late payments may incur statutory interest and additional costs.

Article 5: Cancellation

1. Cancellation is possible, but incurred costs and lost profits will be charged to the client.
2. Cancellations must be communicated in writing.

Article 6: Liability

1. We are only liable for direct damages, with a maximum equal to the invoice amount of the assignment.
2. We are not liable for consequential damages such as missed profits or business interruptions.
3. The client indemnifies us against any third-party claims related to the assignment.

Article 7: Intellectual Property

1. Everything we create, such as designs, concepts, and recordings, remains our property unless otherwise agreed in writing.
2. These materials may not be used or distributed without our permission.

Article 8: Force Majeure

1. In the event of force majeure (e.g., illness, bad weather, or technical issues), we may adjust or terminate the agreement without liability for damages.
2. We will inform the client as soon as possible in case of force majeure.

Article 9: Confidentiality

1. The client must treat any shared information from us as confidential.
2. This obligation also applies to any employees or third parties engaged by the client.

Article 10: Applicable Law and Disputes

1. These conditions are governed by Dutch law.
2. Disputes will be submitted to the competent court in Nijmegen.

Company Information: De Schoenfabriek

Winselingseweg 52
6541 AH Nijmegen
KVK: 10044805

For questions or more information, contact us at info@deschoenfabriek.nl.