

Terms and Conditions

Applicability

These Terms and Conditions govern all agreements between LUC VISUALS and the Customer and have exclusive applicability. Any provisions in conflict with these Terms and Conditions, including, without limitation, any conflicting terms and conditions, are subject to the written consent of LUC VISUALS. These Terms and Conditions govern all transactions between the parties, including any future follow-up transactions, including those made orally, in particular by telephone, even if these Terms and Conditions are no longer expressly referenced in such follow-up transactions.

Cooperation by the Customer

The Customer is obligated to make available to LUC VISUALS in due time all information and data in standard format that are necessary for delivery of the agreed works. The Customer shall ensure that LUC VISUALS will receive all rights necessary for using such materials. The Customer further shall notify LUC VISUALS, without demand, of any circumstances which may be significant to the delivery of the agreed works and which the Customer knows, or reasonably should, know are unknown to LUC VISUALS. LUC VISUALS shall have no obligation to store or return materials made available by the Customer, unless expressly agreed otherwise. If agreed, LUC VISUALS will store and return materials at the sole cost and risk of the Customer. If the Customer fails to accept agreed works in breach of his duties of cooperation, LUC VISUALS may demand reasonable compensation. If LUC VISUALS defines development stages together with the Customer and the Customer must contribute work of his own to reach those development stages, the Customer shall complete and deliver all such work in due time.

Copyright & Ownership

The Copyright of all material that has been made by LUC VISUALS is solely owned by LUC VISUALS. Upon completion and cleared funds, we will, in some instances and upon prior agreement, transfer the Copyright Ownership to the Client. This will be clearly specified in your written quotation. In both circumstances, LUC VISUALS reserves the right to use the footage / material; / media, either in sections or in its entirety, for promotional purposes.

Selling by the customer, developed by the customer services or products, where the result of the activities of LUC VISUALS are part of or are used in, or to allow a third party, in any way whatsoever, makes use of the LUC VISUALS work is forbidden on pain of a fine of € 5000,- per violation up to a maximum of €100.000,-. If the customer still wants this, then the customer undertakes to consultation with LUC VISUALS which previously established that LUC VISUALS should be compensated.

Prices

All prices are net amounts, and VAT will be added to each fee if LUC VISUALS is subject to VAT. Premiums due to LUC VISUALS Social Security Fund are not included in the fees and are due from the Customer in addition to the fees.

Payment

Our payment terms are strictly 14 days from date of invoice. This Term overrides any Terms and Conditions stated in a Purchase Order and in the event of an order being placed, the Client accepts this Term. LUC VISUALS reserve the right to add an accumulative percentage of at least 10% of the invoice amount on late payments, with a minimum of €150,- exclusive of VAT.

Cancellation

If the customer cancels, terminates or dissolves, then the customer must pay the full amount according to the quotation. LUC VISUALS has - without becoming liable for compensation - the right to terminate the agreement immediately in whole or in part if the customer fails to fulfill an obligations laid down by the parties and in case of bankruptcy, (provisional) moratorium or liquidation of the customer. In that case LUC VISUALS has the option to terminate, unless the consequences at variance with reasonableness and fairness.

Warranty, Liability

If LUC VISUALS work is not in conformity with the Customer's taste or LUC VISUALS his style does not meet the expectations of the Customer, this shall not be deemed a defect of LUC VISUALS work. The Customer shall have no warranty claims unless the Customer inspects works delivered by LUC VISUALS without undue delay after receipt, in any event before any further processing, and provides LUC VISUALS with notice of defect promptly upon discovery. Minor color discrepancies between prints and monitor representations or computer printouts are technically unavoidable and do not constitute defects. If LUC VISUALS is responsible for a defect, LUC VISUALS shall first have the right to render remedial performance within a reasonable time period. If remedial performance fails, the Customer shall have the option, after expiration of a reasonable grace period set by the Customer, of either rescinding the contract or demanding an appropriate fee reduction. Remedial performance shall be deemed to have failed if the defect has not been cured even after the second attempt of remedial performance. The warranty period shall be 12 months from the transfer of risk. The warranty period is a limitation period and shall also apply to claims for consequential damages caused by defects, except for tort claims; any tort claims are subject to the legal limitation period. LUC VISUALS shall be liable for damages – whatever the legal basis of liability – only in cases of willful or grossly negligent actions or omissions, including actions or omissions by LUC VISUALS' representatives or agents. Except in the event of a willful breach of contract, LUC VISUALS' liability shall be limited to reasonably foreseeable damages. This limitation of liability shall not apply to damages involving harm to life, limb or health, or to damages resulting from a breach of any of LUC VISUALS material obligations. If LUC VISUALS merely passes along services to the Customer that were performed by third parties, LUC VISUALS' liability shall be limited to cases where LUC VISUALS made a wrongful selection. Any liability for computer viruses is hereby excluded, except in cases involving willful or grossly negligent actions or omissions by LUC VISUALS. The Customer is responsible for verifying the lawful nature of all works delivered by LUC VISUALS. If any work of LUC VISUALS infringes the rights of third parties or otherwise violates applicable law because it is based on unlawful specifications and/or documentation of the Customer, the Customer shall, as between the parties, be solely liable for such infringements or violations. The Customer shall indemnify LUC VISUALS for all resulting damages, including reasonable costs of legal defense, and hold LUC VISUALS harmless from any third-party claims. However, LUC VISUALS shall notify the Customer of any infringements associated with his work as soon as LUC VISUALS acquires positive knowledge of such infringements. This liability provision shall apply, in particular, to factual information or other contributions provided or otherwise made available to LUC VISUALS by the Customer; to the same extent, the Customer is liable for any failure to obtain all licenses and commercial exploitation rights or any other necessary rights to the materials delivered by the Customer. As between the parties, the Customer is exclusively responsible for contents posted online by LUC VISUALS on behalf of the Customer. If LUC VISUALS is held liable, for any reason whatsoever, as a secondary infringer or responsible party. or under any other laws, the Customer shall indemnify and hold harmless LUC VISUALS from and against any and all third-party claims. To the extent that LUC VISUALS liability for damages is excluded or limited under the above provisions.

Final Provisions

Any modifications or amendments to the agreement shall be valid only if in written form. The same shall apply to any modifications of this requirement of written form. If any provisions of the agreement are void or invalid, the validity of the remaining provisions shall remain affected thereby. The same shall apply if any provisions have been inadvertently omitted from the agreement. Any invalid or omitted provisions shall be replaced by such valid provisions as most closely reflect what the parties intended or, given the intent and purpose of the agreement as a whole, would have intended.