

Terms & Conditions

Last amended and valid from: 01 June 2025

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Article 1 – Definitions

The following definitions are used in these terms and conditions:

1. **Agreement:** any sales or service agreement where Framed by Ken makes exclusive use of one or more means of distance communication, or an agreement that is concluded on site, whereas an accepted offer or quotation made by Framed by Ken is regarded as equivalent to an agreement;
2. **Company:** the natural person acting in the exercise of his profession or business, or as an authorized representative of a company, who enters into an agreement with Framed by Ken;
3. **Consumer:** the natural person who is not acting in the exercise of a profession or business and enters into an agreement with Framed by Ken;
4. **Cooling-off period:** the period within which the customer can exercise his right of withdrawal;
5. **Copyright Act:** the Dutch Copyright Act (“Auteurswet”), Act of 23 September 1912, and also abbreviated as Aw;
6. **Customer:** this may include one or more consumers as well as one or more companies;
7. **Day:** calendar day;
8. **Durable medium:** any means that enables the consumer or Framed by Ken to store information addressed personally to them in a way that permits future consultation and unaltered reproduction of the stored information;
9. **Extended duration contract:** an agreement concerning a series of products and/or services, for which the offer and/or purchasing obligation is spread over a period of time;
10. **Framed by Ken:** the natural person or company offering products and/or services (remotely) to customer;
11. **Means of distance communication:** means that can be used for the conclusion of an agreement, without the customer and Framed by Ken have come together simultaneously in the same room;
12. **Party/Parties:** Framed by Ken or the customer, separately referred to as party, or jointly referred to as parties;
13. **Photographic work:** photographic works within the meaning of the Copyright Act, or other works within the meaning of that Act which can be equated with said photographic works.
14. **Right of withdrawal:** the possibility for the customer to cancel the agreement within the cooling-off period;
15. **Terms and Conditions:** the present Terms and Conditions of Framed by Ken;
16. **Use:** reproduction and/or disclosure to the public within the meaning of the Copyright Act;
17. **Videographic work:** videographic works as referred to in the Copyright Act, or other works within the meaning of that Act which can be equated with said videographic works.

Article 2 – Identity of Framed by Ken

Contractor:	Framed by Ken
Business address:	Grotemarkt 212 3011 PA Rotterdam The Netherlands
Phone number:	+31 (0)6 30 667 000
Email address:	contact@framedbyken.com
Website:	www.framedbyken.com

Chamber of Commerce: 93694490
VAT identification number: NL005036463B06

Article 3 – Scope & Applicability

- 3.1. These Terms and Conditions apply to any offer made by Framed by Ken and any agreement between Framed by Ken and customer, including offers, order confirmations and oral or written agreements, even after the termination of an agreement, unless the parties in writing explicitly deviated from one or more provisions of these terms and conditions.
- 3.2. Before an agreement is concluded, the text of these Terms and Conditions shall be made available to the customer. If this is not reasonably possible, before the agreement is concluded, it will be indicated that the Terms and Conditions are available for inspection at Framed by Ken or at the request of the customer be sent to the latter as soon as possible free of charge.
- 3.3. If the agreement is concluded electronically, notwithstanding the preceding paragraph and before the agreement is concluded, the text of these Terms and Conditions be made available electronically to the customer in such a way that it can be easily stored by the customer on a durable medium. If this is not reasonably possible, prior to the conclusion of the agreement, it will be indicated where the Terms and Conditions can be inspected electronically and that they will be sent electronically or otherwise free of charge at the customer's request.
- 3.4. In the event that specific product or service conditions apply in addition to these Terms and Conditions, 3.2 and 3.3 shall apply mutatis mutandis and, in the event of conflicting general terms and conditions, the customer may rely on the for the customer most favorable applicable provision.

Article 4 – The Offer

- 4.1. If an offer, including a quote, has a limited period of validity or is made subject to conditions, this shall be expressly stated in the offer.
- 4.2. The offer is non-binding. Framed by Ken is entitled to change and modify the offer.
- 4.3. The offer contains a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the customer. If Framed by Ken makes use of images, they are as much as possible a true representation of the products and/or services offered. Apparent mistakes or obvious errors in the offer do not bind Framed by Ken.
- 4.4. All images, specifications and data in the offer are indications and, because of their nature, cannot give rise to liability, damages or termination of the agreement.
- 4.5. Images of products are to the extent possible a true representation of the products offered. Framed by Ken cannot guarantee that the displayed colours exactly match the actual colours of the products.
- 4.6. Each offer contains such information that it is clear to the customer what rights and obligations are involved in the acceptance of the offer. This concerns in particular:
 - a. the price including taxes;
 - b. any shipping costs;
 - c. the way in which the agreement will be concluded and which actions are necessary to do so;

- d. whether or not the right of withdrawal is applicable;
- e. the method of payment, delivery and performance of the agreement;
- f. the period for acceptance of the offer, or the period within which Framed by Ken guarantees the price;
- g. the rate of distance communication if the costs of using the means for distance communication are calculated on a basis other than the regular basic rate for the means of communication used;
- h. whether the agreement is archived after its conclusion, and if so in which way it can be made available to the customer;
- i. the way in which the customer, before the conclusion of the agreement, can check and, if desired, rectify the data provided by him within the context of the agreement;
- j. any languages other than Dutch in which the agreement may be concluded; and
- k. the minimum duration of the agreement in case of an extended duration contract.

Article 5 – The Agreement

- 5.1. Quotes are entirely non-binding, unless expressly stated otherwise. The offer does not obligate to the provision of a part of the performance at a proportional price. Framed by Ken has the right to revoke its offer up to two working days after receipt of the acceptance of its offer.
- 5.2. Subject to the provisions of paragraph 4, the agreement is concluded at the time of acceptance of the offer by the customer and the fulfilment of the conditions set out therein.
- 5.3. If the customer has accepted the offer electronically, Framed by Ken shall promptly confirm the receipt of the acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by Framed by Ken, the customer can cancel the agreement.
- 5.4. If the agreement is concluded electronically, Framed by Ken shall take appropriate technical and organisational measures to ensure the secure electronic transmission of data and shall provide a secure web environment. If the customer can pay electronically, Framed by Ken will observe appropriate safeguards to that end.
- 5.5. Framed by Ken can - within the legal framework - to enquire whether the customer can meet its payment obligations, as well as all those facts and factors relevant to a responsible conclusion of the agreement. If, based on this investigation, Framed by Ken has reasonable grounds not to enter into the agreement, he is entitled to refuse an order or application or to attach special conditions to the performance.
- 5.6. Framed by Ken shall include the following information with the product or service to the customer, in writing or in such a way that it can be stored by the customer in an accessible manner on a durable medium:
 - a. the business address of Framed by Ken where the customer can address his complaints;
 - b. the conditions under which and the manner in which the customer can exercise the right of withdrawal, or a clear notice regarding the exclusion of the right of withdrawal;
 - c. the information on guarantees and existing after-sales services;
 - d. the information mentioned in 4. 3 of these terms and conditions, unless Framed by Ken has already provided the customer with this information before the execution of the agreement; and
 - e. the requirements for termination of the agreement if the agreement has a duration of more than one year or is of indefinite duration.

- 5.7. In the case of an extended duration contract, the provision in paragraph 5.6 under e only applies to the first delivery.
- 5.8. Each agreement is entered into under the condition precedent of sufficient availability of the relevant products.

Article 6 – Right of Withdrawal

When delivering physical products:

- 6.1. When purchasing products, the customer has the option to terminate the agreement without reason within 14 days. This cooling-off period starts on the day after receipt of the product by the customer or a representative previously designated by the customer and made known to Framed by Ken.
- 6.2. During the cooling-off period, the customer will handle the product and its packaging with care. He will unpack or use the product only to the extent necessary to assess whether he wishes to keep the product. If he exercises his right of withdrawal, he will return the product with all supplied accessories and - if reasonably possible - in its original condition and packaging to Framed by Ken, in accordance with the reasonable and clear instructions provided by Framed by Ken.
- 6.3. If the customer wishes to exercise its right of withdrawal, it is obliged to notify Framed by Ken within 14 days, after receipt of the product. After the customer has expressed his wish to use his right of withdrawal, the customer must return the product within 14 days. The customer must prove that the delivered items were returned in a timely manner, for example through a proof of shipment.
- 6.4. If, after the expiry of the periods mentioned in 6.2 and 6.3, the customer has not expressed his wish to exercise his right of withdrawal or has not returned the product to Framed by Ken, the purchase is a fact.
- 6.5. This right of withdrawal expires explicitly in the case of purchases made on the customer's express order. This includes products made to the specifications or requirements of the customer, as well as personalised products such as prints.

When providing services

- 6.6. Upon provision of the services, the customer has the option to terminate the agreement without reason within 14 days, starting on the day of entering into the agreement.
- 6.7. To exercise his right of withdrawal, the customer will comply with the reasonable and clear instructions provided by Framed by Ken in the offer and / or at the latest at the time of delivery.
- 6.8. This right of withdrawal becomes explicitly null and void when providing services that are consumed at the same time and therefore cannot be returned.

When delivering electronic products

- 6.9. Upon delivery of electronic products, such as, but not limited to, electronic books, courses and visual material, the right of withdrawal expires at the time of transfer. This is because Framed by Ken is unable to verify that all copies were destroyed.

When delivering photographic and/or videographic work

- 6.10. Upon delivery of photographic and/or videographic work, the right of withdrawal expires at the moment of transfer. The customer and Framed by Ken are obliged to check and accept the work prior to the transfer.

- 6.11. Claims to the right of withdrawal shall not affect already incurred costs in terms of hourly rates, travel expenses and/or costs related to the rent of additional equipment or venues.

Article 7 – Costs in the Event of Withdrawal

- 7.1. If the customer exercises his right of withdrawal, at most the cost of return of the products delivered by Framed by Ken will be borne by the customer.
- 7.2. If the customer has paid an amount, Framed by Ken will refund this amount as soon as possible, but no later than 14 days after withdrawal. This is subject to the condition that the product has already been received back by Framed by Ken or conclusive evidence of complete return can be presented.
- 7.3. As a timely refund within the meaning of 7.2 is deemed when the payment order to refund is initiated or entered by Framed by Ken within 14 days after receipt of the return. This is because Framed by Ken has no influence on the processing times of payments as these are carried out by third parties such as banks and payment service providers.

Article 8 – Exclusion of the Right of Withdrawal

- 8.1. Framed by Ken can exclude the customer's right of withdrawal, as set out in Article 6, for products and services described in 8.2 and 8.3 respectively. The exclusion of the right of withdrawal applies only if Framed by Ken clearly stated this in the offer, at least in due time before the conclusion of the agreement.
- 8.2. Exclusion of the right of withdrawal is only possible for products:
- created by Framed by Ken in accordance with customer specifications;
 - that are clearly personal in nature;
 - that by their nature cannot be returned;
 - that spoil or age quickly;
 - whose price is subject to fluctuations in the financial markets on which Framed by Ken has no influence;
 - for single newspapers and magazines;
 - for audio and video recordings and computer software of which the customer has broken the seal; and/or
 - for hygiene products of which the customer has broken the seal.
- 8.3. Exclusion of the right of withdrawal is only possible for services:
- concerning accommodation, transport, restaurant business or leisure activities to be performed on a certain date or during a certain period;
 - whose delivery started with the express consent of the customer before the withdrawal period has expired;
 - concerning bets and competitions, lotteries and other games of chance.

Article 9 – Pricing

- 9.1. During the term stated in the offer, the prices of the products and / or services offered are not subject to increase, except for price changes due to changes in VAT rates.
- 9.2. Notwithstanding the preceding paragraph, Framed by Ken can offer products or services whose prices are subject to fluctuations in the financial market and on which Framed by

- Ken has no influence, with variable prices. This connection to fluctuations and the fact that any listed prices are target prices will be mentioned in the offer.
- 9.3. Price increases within 3 months after the conclusion of the agreement are only allowed if they result from statutory regulations or provisions.
- 9.4. Price increases from 3 months after the conclusion of the agreement are permitted only if Framed by Ken has stipulated it and:
- they are the result of legal regulations or provisions; or
 - the customer has the power to terminate the agreement from the day on which the price increase takes effect.
- 9.5. The prices mentioned in the offer of products or services are displayed either excluding or including VAT, and described in such a way that it is clear in which form the prices are displayed.
- 9.6. All prices are subject to printing and typesetting errors. No liability is accepted for the consequences of printing and typesetting errors. In case of printing and typesetting errors, Framed by Ken is not obliged to deliver the product according to the incorrect price.
- 9.7. If the parties have not agreed on a fee, the fee commonly used by Framed by Ken applies.
- 9.8. If and to the extent that a customary used fee cannot be referred to, Framed by Ken shall in all fairness and reasonableness determine the fee in further detail, in which Framed by Ken may refer, inter alia, to:
- the prevailing fees in the market for similar assignments, between similar clients and similar contractors, which may refer to fees as charged by colleagues of Framed by Ken;
 - that which in previous cases has been found by law to be reasonable and fair;
 - comparable fees as charged by peers in surrounding countries; and/or
 - the extent and scope of the customer's desired use of the work.
- 9.9. If it is likely that Framed by Ken has incurred higher costs and/or has performed additional work, which were reasonably necessary, these costs and/or this additional work are also eligible for reimbursement by the customer.

Article 10 – Conformity & Warranty

- 10.1. Framed by Ken warrants that the products and / or services meet the agreement, the specifications stated in the offer, the reasonable requirements of reliability and / or usability and the existing legal provisions and / or government regulations on the date of the conclusion of the agreement. If explicitly agreed, Framed by Ken also warrants that the product is suitable for other than normal use.
- 10.2. A warranty provided by Framed by Ken, manufacturer or importer does not affect the legal rights and claims that the customer under the agreement against Framed by Ken can invoke.
- 10.3. Any defects or incorrectly delivered products should be reported to Framed by Ken in writing within 4 weeks after delivery. Return of the products must be in the original packaging and in mint condition.
- 10.4. Framed by Ken's warranty period corresponds to the manufacturer's warranty period. However, Framed by Ken is never responsible for the ultimate suitability of the products for each individual application by the customer, nor for any advice regarding the use or application of the products.
- 10.5. The warranty does not apply if:
- The customer has repaired and/or modified the delivered products himself or had them repaired and/or modified by third parties;

- b. The delivered products are exposed to abnormal conditions or otherwise carelessly treated or contrary to the instructions of Framed by Ken and / or treated on the packaging; and / or
- c. The faultiness is wholly or partially the result of regulations that the government has made or will make regarding the nature or quality of the materials used.

Article 11 – Delivery & Performance

- 11.1. Framed by Ken shall take the utmost care in the receipt and execution of orders for products as well as in the assessment of applications for the provision of services.
- 11.2. The place of delivery is the address that the customer has made known to Framed by Ken.
- 11.3. Subject to what is stated in 11.4, Framed by Ken shall use its best efforts to execute accepted orders expeditiously but at the latest within 30 days, unless the customer has agreed to a longer delivery period. If the delivery or delivery is delayed, or if an order cannot or can only partially be executed, the customer will be informed about this at the latest 30 days after the date of the order. In that case, the customer has the right to terminate the agreement free of charge. The customer is not entitled to any compensation.
- 11.4. All delivery periods are indicative. The customer cannot derive any rights from any terms mentioned. Exceeding a term does not entitle the customer to compensation.
- 11.5. Framed by Ken will use reasonable efforts to ensure that the services are produced in a style consistent with its current portfolio, use its artistic judgement when providing the services, and shall have final say regarding the aesthetic judgement and artistic quality of the services. Customer acknowledges and agrees that he has reviewed Framed by Ken's previous work and portfolio and has a reasonable expectation that services will be performed in a similar style. Disagreement with Framed by Ken's aesthetic judgement or artistic ability are not valid reasons for termination of an agreement or request for any refund.
- 11.6. In case of termination in accordance with 11.3, Framed by Ken will refund the amount paid by the customer as soon as possible, but no later than 14 days after termination.
- 11.7. If delivery of an ordered product proves impossible, Framed by Ken will endeavour to make available a replacement item. At the latest upon delivery, it will be clearly and comprehensibly reported that a replacement item is delivered. Replacement items cannot exclude the right of withdrawal. The cost of any return shipment will be borne by Framed by Ken, unless this can be reasonably expected of Framed by Ken.
- 11.8. The risk of damage and/or loss of products is borne by Framed by Ken until the time of delivery to the customer or a previously appointed and made known representative to Framed by Ken, unless otherwise expressly agreed.

Article 12 – Extended Duration Contract: Notice, Renewal and Duration

Retail customer

Notice:

- 12.1. The customer may terminate an indefinite term agreement that entails the regular delivery of products or services at any time in accordance with the applicable termination rules and a maximum notice period of one month.

- 12.2. The customer may terminate a definite term contract that extends to the regular delivery of products or services at any time towards the end of the fixed-term period in compliance with the applicable termination rules and a notice period not exceeding one month.
- 12.3. The customer may terminate the agreements mentioned in the previous paragraphs:
- a. terminate at least in the same way as they were entered into by the customer; and
 - b. always terminate them subject to the same notice period as Framed by Ken has stipulated for itself.

Renewal:

- 12.4. An agreement entered into for a definite term, the purpose of which is the regular supply of products or services, may not be tacitly extended or renewed for a fixed term unless otherwise agreed in writing.

Duration:

- 12.5. If an agreement has a duration of more than one year, the customer may terminate the agreement at any time after one year with a notice period not exceeding one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Business customer

Termination:

- 12.6. The customer may terminate an agreement that has been entered into for an indefinite period of time and that extends to the regular delivery of products or services at any time, subject to termination rules agreed for that purpose and a notice period not exceeding two months.
- 12.7. The customer may terminate an agreement entered into for a definite period, which extends to the regular delivery of products or services, at any time towards the end of the definite period in compliance with the applicable termination rules and a notice period of no more than two months.
- 12.8. The customer may terminate the agreements mentioned in the previous paragraphs:
- a. terminate at least in the same manner as they were entered into by the customer; and
 - b. always terminate with the same notice period as Framed by Ken has stipulated for itself.

Renewal:

- 12.9. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may be tacitly extended or renewed for a period not exceeding one year, unless otherwise agreed in writing.
- 12.10. An agreement that has been entered into for a definite period and that extends to the regular delivery of products or services may only be tacitly renewed for an indefinite period if the customer may terminate at any time with a notice period of no more than two months.

Duration:

- 12.11. If an agreement has a duration of more than one year, the customer may terminate the agreement at any time after one year with a notice period of no more than two months, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 13 – Payment

- 13.1. The customer receives an invoice for payment of the products or services ordered. The customer will check the invoice from Framed by Ken for inaccuracies. If the customer has not rejected and returned the invoice to Framed by Ken in writing, stating legally relevant reasons, within 10 working days of the invoice date, the invoice in question will be considered binding between the parties and any right of the customer to complain will become void.
- 13.2. The customer shall make the payments due to Framed by Ken without any discount or claim for compensation, subject to offsetting against advances recognised between the parties, which it has paid to Framed by Ken.
- 13.3. Unless otherwise agreed, the amounts owed by the customer must be paid within 7 working days after the start of the cooling-off period referred to in 6.1. In case of an agreement to provide a service, this period starts after the customer has received the confirmation of the agreement.
- 13.4. The customer has the duty to immediately report inaccuracies in provided or stated payment details to Framed by Ken, under penalty of EUR 50 excluding VAT immediately due for administrative processing when customer has failed the foregoing.
- 13.5. In case of failure to pay by the customer, Framed by Ken has the right, subject to legal limitations, to charge reasonable costs made known to the customer in advance as well as the statutory interest from the date of default, and to suspend the agreed obligations including the delivery of the agreed products or services.
- 13.6. If the customer is in breach of contract or otherwise failed to fulfil one or more of its obligations, including a copyright infringement, all costs to obtain satisfaction both in and out of court will be borne by the customer.
- 13.7. No use whatsoever of the photographic and/or videographic work in any manner whatsoever is permitted, as long as the customer has not yet paid any outstanding invoice from Framed by Ken or has not otherwise fully fulfilled any obligation arising from any agreement with Framed by Ken.

Article 14 – Amendment and Termination of the Agreement

- 14.1. Any amendments to an agreement can only be made in writing with the explicit and written approval of the parties involved.
- 14.2. Premature termination between the parties is not permitted unless:
 - a. there is a breach of contract and the breaching party continues to fail in its performance even after it has had the opportunity to remedy the breaches of contract; and/or
 - b. not agreed work is expected or demanded to be performed with undesirable or adverse financial consequences that are contrary to the principles of reasonableness and fairness or cannot reasonably be required.
- 14.3. Both Framed by Ken and the customer have the right to immediately terminate the agreement in case of bankruptcy or moratorium of the other party. In case of bankruptcy of the customer, Framed by Ken has the right to terminate the provided licence, unless the consequences are contrary to the principles of reasonableness and fairness.
- 14.4. If either party cannot fulfil its obligations under this agreement due to force majeure and if the force majeure continues for at least 30 days, the other party may terminate the

agreement with immediate effect. The terminating party shall not be obliged to pay any damages.

Article 15 – Licensing Terms & Copyright

- 15.1. The copyright on the photographic and videographic works shall at all times be held by Framed by Ken.
- 15.2. Framed by Ken reserves the right to use the photographic and videographic works for its own promotional purposes and publications, including, but not limited to, website and weblog, portfolio, advertisements, social media, magazine articles, in print, exhibition materials and for demonstrative purposes
- 15.3. Permission to use a photographic and / or videographic work by the customer is exclusively granted in writing and in advance in the form of a licence, the nature and extent of which is described by Framed by Ken in the quotation, the order confirmation and / or the corresponding invoice or purchase in the shop.
- 15.4. If the scope of the license is not specified, it never includes more than the right to a one-time use, in unaltered form, for a purpose, printing and manner as the parties at the conclusion of the agreement in accordance with the understanding of Framed by Ken, have intended.
- 15.5. In the absence of a specifically agreed manner of publication and / or defined purpose and / or defined run, only those powers are deemed to be given, which are included as standard in the licence or, from the nature and scope of the agreement necessarily follow.
- 15.6. If Framed by Ken has given permission for electronic or other forms of image manipulation, the result can only be used after its explicit written approval.
- 15.7. Unless otherwise agreed, the customer is not authorised to grant sub-licences to third parties.
- 15.8. Any use of a photographic and/or videographic work not agreed upon shall be considered an infringement of the copyright of Framed by Ken.
- 15.9. In case of infringement, Framed by Ken is entitled to a compensation in the amount of at least three times the licence fee usually charged by Framed by Ken for such form of use, without losing any right to compensation for other damages (including the right to compensation for all direct and indirect damages and all actual judicial and extrajudicial costs).
- 15.10. The name of Framed by Ken must be clearly mentioned with a used photographic or videographic work, or included in the publication with a reference to the photographic or videographic work.
- 15.11. Upon non-compliance with this condition, Framed by Ken shall be entitled to compensation of at least 100% of the licence fee usually charged by Framed by Ken, without losing any right to compensation for other damages suffered (including the right to compensation for all direct and indirect damages and all actual judicial and extrajudicial costs).
- 15.12. When the customer has obtained written permission to reproduce the photographic and/or videographic work, in any form, the customer is obligated to ensure that the name of Framed by Ken is affixed to these reproductions. In the case of digital/electronic copies, the customer is also under the obligation to ensure that the full metadata - as made part of the digital file by Framed by Ken - are preserved; this includes information according to the EXIF, IPTC, XMP and ICC standards.

Article 16 – Portrait Right

- 16.1. This article applies if and insofar it concerns a portrait that is commissioned within the meaning of the Copyright Act. The person whose portrait is commissioned is referred to as the person portrayed. Any third parties who are shown recognisably in the picture are designated as portraits not made on assignment for which prior permission for use is not required. Third parties may oppose use only insofar as they have a reasonable interest in doing so.
- 16.2. The person portrayed hereby grants Framed by Ken the right to make photographic and/or videographic work in which he is recognisably portrayed and to use these for the agreed purposes.
- 16.3. Without prejudice to the provisions of 16.1, the person portrayed indemnifies Framed by Ken against any claims by third parties, who are also recognisably portrayed, arising from the use of the photographic and/or videographic work without the necessary consent of these third parties. The person portrayed is responsible and obliged to obtain the necessary permission from third parties.
- 16.4. Framed by Ken reserves the right to use photographic and/or videographic work for its own promotional purposes, including but not limited to the website, portfolio, social media and printed matter, unless explicitly agreed otherwise in writing.

Article 17 – Liability & Indemnity

- 17.1. Framed by Ken is not liable for any damages caused for or by the customer, unless in case of gross negligence or intent on the part of Framed by Ken.
- 17.2. Framed by Ken cannot be held liable in the case of force majeure.
- 17.3. The liability is in any case limited to only the direct damages suffered and to the amount of the invoiced amount or the amount of the stipulated fee for one year in case of an extended duration contract, or, if and insofar as there is an insured damage, to the amount that was actually paid out under that insurance.
- 17.4. Liability under Section 6:76 and Section 6:171 respectively of the Dutch Civil Code is explicitly excluded and declared inapplicable.
- 17.5. Each party (the “Indemnifying Party”) shall indemnify, defend and hold harmless the other party (the “Indemnified Party”), its affiliates, representatives and companies from and against any and all claims, damages, losses, liabilities, judgments, settlements, costs and expenses arising from or in connection with any breach of these Terms and Conditions or an agreement between the parties by the Indemnifying Party or its representatives, except to the extent that such claims, damages, losses, liabilities, judgments, settlements, costs and expenses are caused by the negligence or intentional misconduct of the Indemnified Party. The Indemnified Party shall promptly notify the Indemnifying Party of any such claim and reasonably cooperate with the Indemnifying Party in defense of such claims at the Indemnifying Party’s expense.

Article 18 – Force Majeure

- 18.1. In the event of force majeure there is no attributable failure in the performance of the agreement by the parties.
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- 18.2. Force majeure includes, among other things, disruptions in the supply of electricity, strikes, riots, government measures, fire, natural disasters, floods, failure on the part of the parties' suppliers, failure on the part of third parties enlisted by the parties, disruptions in the internet connection, hardware malfunctions, malfunctions in networks, including telecommunication networks, and/or other unforeseen circumstances. Force majeure also includes personal circumstances including illness and/or physical injury that impairs performance of one or more obligations.
- 18.3. If Framed by Ken can still perform in part at the time of the force majeure, or if it has performed, it is authorized to perform this service and to invoice it separately, as if it concerned a separate agreement.

Article 19 – Complaint Handling

- 19.1. Framed by Ken has a sufficiently disclosed complaints handling procedure and handles complaints in accordance with this complaints procedure.
- 19.2. Complaints about the performance of the agreement must be submitted to Framed by Ken within 7 days fully and clearly described, after the customer has identified the defects.
- 19.3. Complaints submitted to Framed by Ken will be answered within a period of 14 days from the date of receipt. If a complaint requires a foreseeable longer processing time, Framed by Ken will respond within the period of 14 days with a notice of receipt and an indication of when the customer can expect a more detailed answer.
- 19.4. If the complaint cannot be resolved by mutual agreement, a dispute arises.
- 19.5. A complaint does not suspend the obligations of the parties, unless Framed by Ken indicates otherwise in writing.
- 19.6. If a complaint is found to be valid by Framed by Ken, Framed by Ken will, at its discretion, replace or repair the delivered products free of charge, and if that is not possible, offer a reasonable alternative.

Article 20 – Other Provisions and Jurisdiction

- 20.1. In the event that one or more provisions in these Terms and Conditions are at any time wholly or partially void or annulled, the agreement and these terms and conditions shall otherwise remain in full force and the provision or provisions in question shall be replaced forthwith in mutual consultation between the parties by a provision that approximates the purport of the original as closely as possible.
 - 20.2. If a provision of these Terms and Conditions is or becomes illegal, unenforceable, or invalid in any jurisdiction, it shall not affect the enforceability or validity in that jurisdiction of any other provision of these terms, nor the enforceability or validity in other jurisdictions of that or any other provision of these Terms and Conditions.
 - 20.3. Situations not provided for, and uncertainties about the interpretation or content of one or more provisions in these Terms and Conditions must be assessed 'in the spirit' of these Terms and Conditions.
 - 20.4. These Terms and Conditions have been drawn up in the Dutch language. In case of discrepancies between the Dutch text version of these Terms and Conditions and any translation, the Dutch language version shall prevail.
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- 20.5. On all agreements and obligations between Framed by Ken and the customer to which these Terms and Conditions apply, the Dutch law is applicable exclusively, regardless of the residence or registered office of the customer.
- 20.6. For disputes between Framed by Ken and a customer, the District Court in Rotterdam has exclusive jurisdiction over the disputes, and alternatively the competent authority located in the district where Framed by Ken is established.
- 20.7. The Vienna Sales Convention (CISG) is not applicable.

Article 21 – Additional or Derogatory Provisions

- 21.1. Additional provisions or provisions deviating from these Terms and Conditions must be laid down in writing or in such a way that they can be stored by the customer in an accessible manner on a durable medium.
- 21.2. Depending on the services and/or products requested by customer or offered by Framed by Ken, additional terms and conditions in relation to those services and/or products may be defined by Framed by Ken. Should additional terms and conditions apply in addition to these Terms and Conditions, the customer will be informed accordingly upfront.
- 21.3. The Privacy Policy applies to all acts and activities of Framed by Ken.

Article 22 – Revision of the Terms and Conditions

- 22.1. Revision of these Terms and Conditions by Framed by Ken is at all times permitted. The entry into force will be stated upon publication or filing of these terms and conditions.
 - 22.2. The revised Terms and Conditions are also effective on agreements that have not yet been accepted.
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