



## **COPPER VIEWS**

FILM PRODUCTION EDUCATION

### **General Terms and Conditions - Copper Views film productions**

#### **Seller identity**

Copper Views BV  
Leeuwerikstraat 14  
4815 CT Breda  
The Netherlands  
Commercial Register number: 63095629

look@copperviews.com  
0031(6)27021045

#### **Article 1 – About these general terms**

These general terms apply to any offer on our website and every purchase made on our website (or through third parties, such as Vimeo).

We reserve the right to change these general terms from time to time. Updated general terms only apply to future offers and purchases.

#### **Article 2 – Registration**

To purchase a product, you may have to register for our service or for our third party service provider's service, e.g. Vimeo. Additional terms may apply.

For this, you may need to provide personal information to us or our third party service provider. You declare that you accurately provide such information and that you will keep such information up to date.

We take great care in protecting your personal information. For more information, please refer to our privacy statement (as published on our website). Our third party service providers may apply their own privacy policies.

#### **Article 3 – Purchase confirmation and payments**

If you make a purchase (i.e. via electronic means), we will confirm receipt of your purchase via electronic means. As long as the receipt of said purchase has not been confirmed, you may cancel your purchase by notification to look@copperviews.com. The (total) price of our Products are indicated in our webshop. Depending on the method of payment chosen by you, we may charge you immediately for your purchase. You agree to make a payment ultimately 14 days after the invoice date. Any shipping costs will be borne by you.

#### **Article 4 – Delivery**

We will deliver your product to the address you have specified. Once we have dispatched your product, we can no longer amend the address. PostNL is our fulfilment partner and handles distribution of our product, if applicable. We undertake to deliver products as soon as possible. If a delivery is delayed, we will notify you in writing. We guarantee that a delivery will always be made within 14 days of our order confirmation. If we do not meet that guarantee, you have the option to (a) request immediate refund of the purchase price for the product(s), or (b) request that we send a product that replaces the initial product.

Our digital products (licenses/rentals) will be delivered electronically, and may be delivered through our third party service provider's service, e.g. Vimeo, to which that third party service provider's terms may apply.

#### **Article 5 – Returns & right of withdrawal, exception for digital products**

You may withdraw from a purchase and return a product, provided you do so within 14 days of receipt. You can return products by availing of the return-form, or by sending an email to [look@copperviews.com](mailto:look@copperviews.com). When we confirm that we have received such form or email, you undertake to send back the product within 14 days. We will fully refund the purchase price within 14 days of having received your returned product. Cost for return shipments shall be borne by you. In the period in which you can still decide to return a product, you shall exercise due care in handling the product and its packaging. You will only remove packaging and use the product to the extent that this is necessary to establish whether or not you want to keep the product.

The right of withdrawal stated herein does not apply to digital products (licenses/rentals), to the purchase of educational products by non-consumers and to dvd's if the seal is broken.

#### **Article 6 – Limited user license, intellectual property**

By purchasing the product, you will obtain a non-exclusive user license to use the product, within your country of residence. The license is limited to personal use only. You may only use the product for its intended purpose only. You may not copy, reproduce, publish or otherwise exploit or make available to the public the product. The purchaser shall keep custody and control over the product and its contents at all times. The license fee is included in the purchase price of the product. If you continue to use the product after the license period, we may charge additional license fees and damages, including attorney's fees.

However, if the product is educational material(s), the product may be made available within an educational institution (including library, museum, university, school, college), limited to one location/office of that educational institution and

provided that that educational institution has made the purchase and subject to full and timely payment of the purchase price.

Unless stated otherwise with the product's information, each license is valid for 1 year from date of purchase.

You may not transfer the licence or grant sub-licences. For the avoidance of doubt: any purchase does not constitute a transfer of (intellectual property)rights.

All intellectual property (including: copyrights, neighbouring rights, trademarks) in relation to our text, photo's, video's or any other materials, are owned by us (or are used by us with permission of the owners). You shall refrain from any actions that may infringe these rights.

### **Article 7 – Liability**

To the extent allowed by applicable law, we are not liable for any damages that may be caused as a result of you using the product. Nothing in these general terms limits our liability for gross negligence or wilful misconduct.

### **Article 8 – Disputes**

Dutch law applies to each offer and agreement between you and us. Any conflicts that may ensue, will be submitted to the jurisdiction of the Dutch Courts, in the district Zeeland-West-Brabant, unless applicable mandatory dictates otherwise.