

General Terms and Conditions of MaloneyMedia

Article 1 - General / Definitions

1. These terms and conditions apply to all offers, quotations, and agreements between MaloneyMedia B.V., Maloney Amsterdam Lightning B.V., their subsidiaries, and affiliated companies (hereinafter referred to as "User") and any Counterparty to whom User has declared these terms applicable, except where parties explicitly and in writing have agreed otherwise.
2. In these general terms and conditions, "Equipment" refers—without limitation—to all (electrical) devices related to video, audio, and lighting technology, including data carriers, cables, packaging materials, and vehicles made available by User to the Counterparty.
3. For the purpose of a rental period, a "day" begins at 6:00 AM and ends after 24 hours.
4. The applicability of any rental or other terms and conditions from the Counterparty is explicitly rejected.
5. If any provision of these terms is found to be null and void or invalid, the remaining provisions shall remain in effect. The User and Counterparty shall consult to replace such invalid provisions with new provisions that closely reflect the intent and purpose of the originals.
6. In cases where ambiguities arise regarding the interpretation of these terms, they shall be interpreted in line with their intent and purpose.
7. Any situation not expressly covered by these terms shall be handled in line with their intent and purpose.
8. Failure by User to enforce strict compliance with these terms does not constitute a waiver of the right to enforce them at a later time.

Article 2 - Quotations and Offers

1. All quotations and offers from User are non-binding unless a specific acceptance period is stated in the quotation. Offers and quotations expire if the Equipment referenced is no longer available in the interim.
2. User cannot be held accountable for obvious errors or mistakes in quotations or offers that the Counterparty should reasonably recognize as such.
3. Any acceptance by the Counterparty that deviates from the original offer, whether minor or major, constitutes a counteroffer. An agreement is not established based on such acceptance unless explicitly agreed otherwise by User.
4. A composite price quotation does not obligate User to perform part of the agreement at a proportional price. Offers and quotations are not automatically applicable to future orders.

Article 3 - Duration, Execution, and Modification of Agreements

1. Agreements are established in the following ways:
 - (i) A written order confirmation or quotation signed by both User and the Counterparty;
 - (ii) Equipment is collected by the Counterparty without a signed order confirmation;
 - (iii) Verbal agreement between parties on Equipment collection and collection dates, or when the Equipment is prepared by User for collection.

Unless explicitly agreed otherwise, the rental agreement is for a minimum duration of one (1) day.

2. If execution of the agreement depends on information to be provided by the Counterparty, execution will not begin until such information has been fully and accurately provided.
3. Delivery occurs at User's premises, and the Counterparty must return Equipment to this location upon the rental agreement's termination.
4. The Counterparty is liable for all damages (including costs) arising directly or indirectly from their failure to fulfill their obligations.

Article 4 - Suspension, Termination, and Interim Cancellation

1. User is entitled to suspend or terminate obligations if:
 - The Counterparty fails to fulfill obligations under the agreement, whether in whole or part;
 - Circumstances arise that give User valid grounds to doubt the Counterparty's ability to fulfill obligations;
 - Security requested for obligations is not provided or deemed insufficient;
 - Delays on the Counterparty's part make original terms unreasonable for User to comply with.
2. User may also terminate the agreement in cases of force majeure or other unforeseen circumstances making compliance impossible or unreasonable.
3. Upon termination, all claims of User against the Counterparty become immediately payable.
4. User is not liable for any damages or costs resulting from suspension or termination, except as otherwise required by law.
5. If termination is attributable to the Counterparty, User is entitled to compensation for damages, including costs, incurred directly or indirectly.
6. If the Counterparty fails to meet their obligations under the agreement and such failure justifies termination, User is entitled to terminate the agreement immediately without obligation to compensate for any damages. However, the Counterparty is liable for damages resulting from their breach.
7. In the event of liquidation, suspension of payment, bankruptcy, seizure of assets (not lifted within three months), or other circumstances that prevent the Counterparty from freely disposing of their assets, User is entitled to immediately terminate the agreement or cancel orders without any obligation to compensate damages. User's claims against the Counterparty will then become immediately payable.
8. If the Counterparty cancels an order in whole or in part, the costs incurred for ordered or prepared items, transportation, and reserved labor time will be charged to the Counterparty.
9. Cancellation fees:
 - (i) For cancellations up to 24 hours before the agreed start time, 50% of the rental costs will be charged.
 - (ii) For cancellations within 24 hours before the agreed start time, 100% of the rental costs will be charged.

Article 5 - Force Majeure

1. User is not liable for any obligation if hindered by circumstances beyond their control, not attributable to negligence, legal obligations, or established practices.
2. Force majeure includes, but is not limited to, external causes—foreseen or unforeseen—beyond User’s control, preventing fulfillment of obligations. This applies even if such circumstances occur after User was due to fulfill obligations.
3. During force majeure, User may suspend obligations. If the force majeure period exceeds two months, either party may terminate the agreement without obligation to compensate damages.

Article 6 - Payment and Collection Costs

1. Payment must be made within 30 days of the invoice date in the currency invoiced, unless otherwise agreed in writing. User may invoice periodically.
2. If the Counterparty fails to pay on time, they are automatically in default and owe:
 - (i) €45 administration fees,
 - (ii) incurred collection costs, and
 - (iii) 2% interest per month or the statutory interest if higher, calculated from the date of default until full payment.
3. Discounts previously agreed upon are void if the Counterparty defaults on payment.
4. User may apply payments first to costs, then interest, and finally to the principal amount.
5. Objections to invoices do not suspend payment obligations. Counterparties not protected by specific Dutch consumer law provisions cannot suspend payments for any reason.
6. If the Counterparty defaults, all reasonable costs incurred for collection will be charged to them, including court and execution costs. The Counterparty will also owe interest on collection costs.

Article 7 - Pre-Rental Equipment Inspection

1. If not otherwise agreed, User may conduct a pre-rental inspection of the Equipment with the Counterparty to document its condition, noting any defects. This report may require the Counterparty's approval before Equipment is released.
2. If the Counterparty fails to participate in the inspection, User may conduct it independently, and their findings will be binding.
3. If no inspection is conducted, the Equipment is presumed to have been received in good condition, and the Counterparty is fully liable for any damage noted upon return.

Article 8 - Use of Equipment

1. All Equipment provided remains User’s property. The Counterparty must use it exclusively for the agreed purposes and within their own organization. Use by third parties or subleasing is prohibited.
2. The Counterparty may not use the Equipment as collateral or otherwise transfer any rights over it to third parties.
3. The Counterparty must handle the Equipment with care, take preventive measures to avoid damage, and report any damage to User immediately in writing. The Counterparty is liable for all damage to the Equipment.
4. In cases of theft or vandalism, the Counterparty must immediately report the incident to the local police and provide User with a copy of the police report.

5. Despite User's insurance, the Counterparty is expected to have their own insurance coverage. If the Counterparty opts for User's insurance, they must cover the deductible:
 - €5,000 for Equipment,
 - An additional €5,000 for vehicles.
6. Damage from loss, theft, water, or negligence is not insured and will be charged to the Counterparty.
7. Administrative fees for damage claims:
 - €45 per piece of Equipment,
 - €175 per vehicle.
8. Damage compensation will be calculated based on the replacement value (new value on the incident date). User is not obligated to provide original purchase receipts or consider depreciation.
9. If the Counterparty violates the terms of use, User may invoke their insurance and hold the Counterparty liable.

Article 9 - Alterations to Equipment

1. The Counterparty may not alter or add to the Equipment without prior written consent from User, who may impose conditions or increase rental fees.
2. Any alterations or additions must be undone by the Counterparty before the rental period ends unless agreed otherwise.
3. User is not responsible for defects resulting from Counterparty-made changes. The Counterparty remains liable for these defects and any related damages.

Article 10 - Final Inspection and Return

1. Upon rental termination, the Counterparty must return the Equipment in its original condition. Transport costs for the return are the Counterparty's responsibility.
2. Upon request, the Counterparty must participate in a joint final inspection of the Equipment. Findings will be documented in a report signed by both parties.
3. Any defects noted in the final inspection report that are the Counterparty's responsibility will be resolved by User at the Counterparty's expense.
4. Cleaning costs for Equipment: €35 per hour, billed to the Counterparty.

Article 11 - Seizure of Rented Equipment

1. The Counterparty must immediately notify User in writing of any seizure of the Equipment (whether conservatory or executory), providing detailed information about the identity of the seizing party and the reason for the seizure.
2. The Counterparty must allow the seizing bailiff access to the rental agreement. The Counterparty is liable for all costs and damages related to the seizure of the Equipment.

Article 12 - Liability

1. User is not liable for damages resulting from defects in the Equipment that User was unaware of at the time of the agreement or that arose after the agreement was concluded.

2. The Counterparty is liable for all damages to the Equipment, whether rented or otherwise, during the agreement term, even if the damage is not attributable to them.
3. The Counterparty is always liable for theft, loss, or embezzlement of the Equipment during the agreement term.
4. If User is deemed liable, such liability is limited to what is stipulated in this article.
5. User is not liable for actions or omissions of third parties or the accuracy of information provided by these third parties.
6. User is not liable for any damages incurred by the Counterparty or third parties arising from the execution of an agreement.
7. Liability is limited to direct damages, including personal injury, property damage, or direct financial loss.
8. User is not liable for indirect damages such as consequential damages, lost profits, missed savings, or business interruption.
9. The limitations of liability do not apply if the damage results from intentional misconduct or gross negligence by User or their subordinates.
10. The Counterparty is responsible for compensating damages incurred by User if such damages are connected to the execution of the agreement.
11. The Counterparty is prohibited from using Equipment underwater or for rigging purposes. The Counterparty is fully liable for any damages arising from such use.

Article 13 - Processing of Personal Data

1. If User processes personal data of the Counterparty during the execution of the rental agreement, such data will be processed lawfully and carefully in compliance with the General Data Protection Regulation (GDPR).
2. For further information, User refers to the Privacy Policy available on their website.

Article 14 - Governing Law and Disputes

1. All legal relationships involving User are governed exclusively by Dutch law, even if obligations are performed wholly or partially abroad or if the Counterparty resides abroad.
2. The competent court in User's place of establishment will have exclusive jurisdiction over disputes, unless mandatory legal provisions stipulate otherwise.
3. Parties shall only approach the courts after exhausting all efforts to resolve disputes amicably.