

SHIPMENT - GENERAL TERMS AND CONDITIONS

BROWNYS PRODUCTIONS B.V.

Thank you for placing an order with us. Following are the terms & conditions that constitute our shipping policy.

Scope

These terms & conditions apply to any order assigned to Brownys, including any follow up order or amended or supplementary order.

Address list

Brownys Productions BV will provide Client with a template to register all addresses of the recipients. This document must be used at all times, other documents will not be accepted. The Client is responsible for completion of this template, before sharing it with Brownys Productions BV.

Per recipient, we need both a telephone number and email address. Prior to shipment, a message will be sent about when to expect the shipment. It's the individual responsibility of each recipient to make sure to be at home. In case the recipient is not at home at time of delivery, a message will be sent to reschedule the shipment. If one or neither is provided this will affect the speed of delivery of the package

We do not ship out to PO Box addresses.

International shipment policy

We do not recommend to ship out to:

- Brazil (import duties are extremely high)
- Russia (only possible as DAP and to a business address)

Outside of Europe*, the following products are difficult or impossible to ship. Per country it must be determined whether it is possible:

- Alcoholic beverages
- Food products
- Goods that have a limited shelf life
- Nail polish
- Perfume (alcohol)
- Aerosols
- Lighters
- Lottery tickets
- Rough diamonds
- Cigarettes or cigars

*Norway, Iceland and Switzerland are not part of the EEA

DDP

Delivered duty paid (DDP) is a delivery agreement whereby the seller assumes all of the responsibility, risk, and costs associated with transporting goods until the buyer receives or transfers them at the destination port. This agreement includes paying for shipping costs, export and import duties, insurance, and any other expenses incurred during shipping to an agreed-upon location in the buyer's country. Delivered duty paid (DDP) is a shipping agreement that places the maximum responsibility on the seller. In addition to shipping costs, the seller is obligated to arrange for import clearance, tax payment, and import duty. The risk transfers to the buyer once the goods are made available to the buyer at the port of destination. The buyer and seller must agree on all payment details and state the name of the place of destination before finalizing the transaction. The costs of sending a DDP package outside of Europe are € 29.50 ex. vat per package excluding shipments costs, import clearance, tax payment, and import duty.

Track & trace

Upon request, Brownys Productions BV can provide you with a master list of all transit packages. It's not possible to individually track & trace all shipments by The Client.

Customs, duties & taxes

Brownys Productions BV is not responsible for any customs and taxes applied to your order. All fees imposed during or after shipping are the responsibility of the customer (tariffs, taxes, etc.). All shipments outside Europe need a commercial invoice, please note that this takes 2 or 3 workdays extra. In case of many addresses outside Europe, please prioritize collecting these full addresses.

Liability

Brownys Productions BV is not liable for loss, damage, incorrect delivery or non-delivery that is not due to its own negligence; or for loss, damage, incorrect delivery or non-delivery due to: While Brownys Productions BV will do everything in its power to provide fast delivery via selected vendors in accordance with regular delivery times, under no circumstance will Brownys Productions BV be liable for delay in the collection, carriage or delivery of shipment.

Damage

Brownys Productions BV is not liable for any products damaged or lost during shipping. If you received your order damaged, please contact Brownys Productions BV to file a claim. Please save all packaging materials and damaged goods before filing a claim. Imagery should be provided as part of the claim.

Insurance

The courier can offer comprehensive insurance for the full value of your package or freight to be carried (excluding documents). If you wish to conclude comprehensive insurance, you must complete the appropriate electronic form provided by Brownys Productions BV at additional costs. In this way your shipment is insured against 'all the risks' of loss or damage during carriage to a maximum of USD 50,000 per shipment. If the value of the shipment exceeds USD 50,000, the prior consent of the courier is required before you may conclude such an insurance with the courier.

The insurance referred to as above is not available for valuable items such as gemstones, precious metals, laptops, plasma or LCD screens, jewellery, money, glass, porcelain, works of art, antiques and documents, nor for film, tapes, diskettes, memory cards and any other such data or image carriers. If you nevertheless send such items, we recommend that you arrange your own insurance cover. Consequential damage and loss or damage resulting from delay in carriage are not covered by any such insurance policy.

Claims

Claims in connection with a lost, damaged or delayed shipment or any other damage must be submitted in accordance with any applicable conventions and the procedure below, which we reserve the right to reject your claim.

Brownys must be informed of the loss, damage or delay in writing within five days of the delivery of the shipment, of the date on which the shipment should have been delivered or if the claim relates to other services, 21 days of the date on which you could reasonably have determined the loss, damage or delay.

Brownys Productions BV is not obliged to respond to a claim until its charges have been paid and nor are you entitled to deduct the amount of your claim from the carriage charges.

Brownys Productions BV works on the basis that the shipment was delivered in good condition unless the recipient has made mention of damage on the proof of delivery when accepting the shipment. The contents of your shipment and the original packaging, if available, must be made available to KDZ Express for inspection before KDZ Express can consider a claim.

Except to the extent otherwise determined by any applicable conventions and/or legislation your right to claim damages will lapse if you have not submitted the matter to the courts within one year of the shipment delivery date, of the date on which the shipment should have been delivered or of the date on which carriage was terminated.

Addendum

- Business days do not include weekends or holidays
- Orders are not shipped or delivered on weekends or holidays (exceptions may apply)
- If we are experiencing a high volume of orders, shipments may be delayed by a few days. Please allow additional days in transit for delivery.
- If there will be a significant delay in shipment of your order, we will contact you via email or telephone.

10. Cancellation of the Agreement

- The Client can only cancel the Assignment in writing.
- 10.1 In case of cancellation up to 3 months prior to the Event, the Client will pay all hours worked, purchase costs, expenses, damage and other costs incurred by Brownys.
- 10.2 In case of cancellation, the Client will pay, in addition to all hours worked, purchase costs, expenses, damage and other costs incurred, the following percentage of the price of the cancelled Assignment:
- a. In the event of cancellation in the period from 3 months to one month prior to the Event: 25% of the total assignment value.
 - b. In the event of cancellation in the period from one month to 14 days prior to the Event: 50% of the total assignment value.
 - c. In the event of cancellation in the period from 14 days to 7 days prior to the Event: 75% of the total assignment value.
 - d. In the event of cancellation in the period from less than 7 days prior to the Event: 100% of the total assignment value.
- 10.3 However, if at the time of cancellation the amount of damage incurred by Brownys is higher than the cancellation fee referred to under 7.3 of these terms and conditions, the Client must pay the higher amount.

11. Force majeure

- 11.1 Force majeure is defined as all external causes, through no fault of Brownys and beyond its control, that render complete or correct performance of the Agreement impossible.
- 11.2 Force majeure as referred to in the previous paragraphs includes but is not limited to: non-compliance by a third party, illness of staff of Brownys or a third party, abnormal weather conditions, disruptions in water and energy supply, strikes and virus epidemics (pandemics).
- 11.3 In the event of force majeure, compliance with the Agreement will be suspended for as long as the force majeure continues.
- 11.4 If the force majeure continues longer than one month, both parties are entitled to terminate the Agreement without judicial intervention. In that case, Brownys will repay any amounts paid, minus any costs incurred by Brownys in relation to the Agreement, including but not limited to labour costs and purchase costs from third parties.
- 11.5 In case of a virus epidemic (pandemic), Articles 11.3 and 11.4 will only apply if the Agreement concerns a live event. In such a case, digital events can take place, such that the Client in principle cannot invoke force majeure and cannot cancel the Agreement under Article 11.4.

12. Liability

- 12.1 Brownys is not liable for damage caused during performance of the Assignment, including damage due to death or injury, consequential damage, trading loss, loss of profits and/or stagnation damage resulting from acts or omissions on the part of Brownys or third parties engaged by it or caused by the use of materials provided or let out by Brownys, unless mandatory provisions dictate otherwise. The provisions of Article 12.1 do not apply if the damage is the result of intention or deliberate recklessness on the part of Brownys.
- 12.2 Brownys is not liable for damage to or loss of personal property (of third parties) during the Event.
- 12.3 Brownys is not liable for damage resulting from suspension of its work or cancellation of the Agreement due to late payment by the Client.
- 12.4

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- 12.5 Brownys is not liable for any consequences of erroneous or lacking information by the Client about circumstances of relevance to performance of the Agreement. The Client must immediately contact Brownys about any medical information (including that of its Guests) that may be relevant, including but not limited to allergies. In response, Brownys can advise the Client on its offering.
- 12.6 Brownys is not liable for indirect damage, including but not limited to trading loss, consequential damage or immaterial damage.
- 12.7 Brownys is not liable for damage resulting from instructions given or materials, services or staff provided by third parties or the Client.
- 12.8 The Client shall indemnify Brownys against claims by third parties (including - but not limited to - the Guests) who suffer damage related to the performance of the present Assignment.
- 12.9 Any liability of Brownys is limited to the net invoice price of the part from which the damage resulted or, if that amount is lower, the maximum insured amount.
- 12.10 This provision never excludes liability in so far as liability may not be limited or excluded by law.
13. Intellectual property rights
- 13.1 Unless explicitly agreed otherwise, all intellectual property rights ensuing from the Agreement, or the performance thereof, accrue to Brownys.
- 13.2 For private events and concerning the use of photo and video material, Brownys always endeavours to use only material for the website and social media in which the persons in the images cannot be recognised.
- 13.3 Where there is material in which a person may be recognised, Brownys will, prior to publication, request permission from the recognisable person, via the Client, to use that material.
14. Complaints
- 14.1 The Client must report complaints about the quality of the food and/or drinks within 2 hours after supply to Brownys to enable Brownys to remedy the complaint where possible.
- 14.2 Apart from the provisions of Article 14.1, Brownys will only handle any complaints if the Client informs Brownys of the defects immediately after discovery and subsequently informs Brownys in writing within 5 working days, accurately stating the nature of and reason for the complaint and when and how the defect was discovered.
- 14.3 Brownys will assess a complaint as soon as possible and handle it appropriately and, if it is valid, solve it in consultation with the Client if necessary/possible.
- 14.4 A complaint by the Client does not constitute grounds for cancelling the Agreement or refrain from or postpone payment in whole or in part.
- 14.5 A complaint after the complaint term cannot result in recovery or crediting/restitution. This also applies if Brownys is not given the opportunity to solve a complaint as soon as possible.
15. Processing of personal data
- 15.1 If, during the performance of the Agreement for the benefit of the Client, Brownys processes any personal data, the terms and conditions below will apply.
- 15.2 The concepts applied in these terms and conditions have the meaning as attributed in the General Data Protection Regulation (hereinafter referred to as: "GDPR"), or as attributed by case law.
- 15.3 During the processing of personal data, the Client shall be regarded as the controller or, if the Client processes personal data for the benefit of a third party, as the processor. Brownys shall have the role of processor or sub-processor (depending on the capacity in which the Client processes the personal data).
16. Purposes of the processing
- 16.1 Brownys shall only allow the processing of personal data to take place in the context of the performance of the Assignment and for the purposes that are reasonably related thereto, or that are determined with permission from the data subject.
- 16.2 Under the Assignment, Brownys shall process all personal data of all categories of data subjects, which is saved during the performance of the Assignment, or which is provided in another manner to Brownys for processing. If special personal data is to be processed, the Client must report this in advance to Brownys and Parties shall assess, in mutual consultation, whether any additional measures must be taken in that context.
- 16.3 Brownys has no control over the purpose of and the resources for the processing of the personal data. Brownys will not take any decisions independently regarding the receipt and the use of the personal data, the provision to third parties and the duration of the storage.
- 16.4 The Client guarantees that, insofar as required by the GDPR, the Client will maintain a data processing record and keep it up-to-date. The Client will indemnify Brownys against all entitlements and claims related to the non-fulfilment or incorrect fulfilment of the obligation to maintain that record.
17. Division of responsibility
- 17.1 Brownys will not be responsible for the processing of personal data including in any event, but not limited to, the collection of the personal data by the Client, processing for purposes that have not been stated by the Client to Brownys, processing by third parties, or for other purposes.
- 17.2 The Client guarantees that the contents, the use and the instructions for processing of personal data are not unlawful and do not breach any third-party rights. Commercial clients will indemnify Brownys against all claims by third parties ensuing from the non-fulfilment by the Client of the aforesaid guarantee.
- 17.3 The obligations of the Client ensuing from these terms and conditions, also apply to those who process personal data under the authority of the Client, such as employees or third parties engaged by them.
18. Transfer of personal data
- 18.1 Brownys processes personal data in countries within the European Economic Area. The Client gives permission to Brownys for the processing of personal data in countries outside the European Economic Area, with due regard to the applicable legislation and regulations.
- 18.2 Upon request, Brownys shall inform the Client of the country or countries to which the personal data will be transferred.
19. Engagement of sub-processors
- 19.1 The Client hereby gives permission to Brownys to engage sub-processors in the context of the Assignment and the processing of personal data included in these terms and conditions. Upon request, Brownys shall inform the Client of the sub-processors Brownys engages.
- 19.2 If Brownys has the intention to engage new sub-processors for the processing of personal data, Brownys shall inform the Client of this in advance. The Client may thereafter submit an objection in writing to that intention within two weeks. If the Client does not object within the aforementioned period of two weeks, the Client will be deemed to agree with the intention.
- 19.3 The Client will not withhold its permission for the engagement of sub-processors on unreasonable grounds, whereby Brownys will make efforts to impose on the sub-processor(s) at least the same obligations regarding the processing of personal data as are agreed between the Client and Brownys.
20. Requests from data subjects
- 20.1 If a data subject addresses a request about his/her personal data to Brownys, Brownys shall forward the request within a reasonable period to the Client. Brownys is permitted to inform the data subject thereof.
- 20.2 Brownys shall answer the data subject directly if Brownys is obliged to do so by law, or if Brownys has an independent responsibility for such on the basis of the GDPR.
- 20.3 Brownys is entitled to charge expenses for answering the requests from data subjects to the Client.
21. Identity
- 21.1 Brownys is registered with the Dutch Chamber of Commerce under number 60986565 with VAT number NL854151023B01. Brownys has its registered office at General Vetterstraat 31 (1059 BT) in Amsterdam.
- 21.1 Brownys can be reached by email at info@brownys.nl, and by telephone on +31(0)20-6060712.
22. Applicable law
- 22.1 The legal relationship between Brownys and the Client is governed by Dutch law.
- 22.2 All disputes that might arise between Brownys and the Client, where it is possible to make a choice of forum in advance, will be settled by the competent judge of the Amsterdam District Court.