UNMASK PHOTOGRAPHY

Corporate Photography Services Terms & Conditions

Business-to-business terms | Effective 13 November 2026 | Netherlands

These Terms & Conditions govern corporate photography services, including corporate events and conferences, executive portraits and headshots, corporate branding and lifestyle shoots, and advertising-campaign shoots, supplied by Unmask Photography, a Dutch sole proprietorship (eenmanszaak) registered with the Netherlands Chamber of Commerce under KvK number 60516542 (the "Photographer"), to a Client acting exclusively in the course of a business, profession or organisation. They apply to Assignments performed in the Netherlands or elsewhere and form part of each accepted quotation or booking confirmation. Any agreed job-specific document varies these Terms only within the subject matter and to the extent expressly provided in clause 2.3.

1. Definitions

1.1 Assignment means the photography services, dates, locations, deliverables and other work described in the accepted quotation or booking confirmation.

1.2 Business Day means Monday to Friday, excluding public holidays in the Netherlands.

1.3 Client means the company, organisation, public body, partnership, sole trader or other person acting wholly or mainly in the course of a business or profession that commissions the Photographer. A person acting primarily for private, family or household purposes is not a Client under these Terms.

1.4 Photographic Works means the photographs and other copyright-protected visual works created by or on behalf of the Photographer in connection with an Assignment, including delivered digital files but excluding RAW files and other working files unless expressly agreed otherwise.

1.5 Services means the photography, production, editing, retouching, delivery and any related services stated in the accepted quotation or subsequently agreed in writing.

1.6 Writing includes email and other electronic written communication capable of being retained and reproduced.

2. Application and Order of Precedence

2.1 Application. These Terms apply to all quotations, bookings and Assignments between the Photographer and the Client. The Client must receive or have access to these Terms before or when the agreement is concluded.

2.2 Acceptance. The Client accepts these Terms by accepting a quotation or booking confirmation that refers to them, by paying the booking payment, or by instructing the Photographer to begin an Assignment after receiving them. A person who accepts an Assignment on behalf of the Client represents that they are authorised to do so.

2.3 Job-specific terms. The accepted quotation or the Photographer's booking confirmation sets the job-specific scope, fee, schedule and deliverables. A written usage licence prevails over clauses 10 and 11 only as to the usage rights it expressly grants or restricts. An NDA prevails only as to confidentiality matters, and a data-processing agreement prevails only as to data-protection and processing matters. No job-specific document varies any other provision of these Terms unless it expressly identifies the provision being varied or clearly states that it amends these Terms, and the Photographer expressly agrees to that variation in writing.

2.4 Client terms. Any general, purchase, procurement, portal or vendor terms supplied by the Client are rejected unless the Photographer expressly accepts the specific terms in writing. A purchase order, vendor onboarding process or invoice submission does not by itself amend these Terms or the agreed payment term.

3. Quotations and Booking

3.1 Quotations. A quotation is subject to availability and is valid for the period stated in it. If no validity period is stated, it is valid for fourteen (14) calendar days. Unless the Photographer expressly agrees otherwise in writing, no date is reserved or secured until the Photographer has received the booking payment under clause 3.5 and confirmed the booking in writing.

3.2 Formation. Unless the Photographer expressly waives the booking payment in writing, an Assignment becomes binding when the Client accepts the quotation in writing, the Photographer receives the booking payment and the Photographer confirms the booking. If the Photographer begins performance at the Client's request before those steps are complete, the Assignment is nevertheless governed by the accepted quotation and these Terms, and the booking payment remains due unless expressly waived.

3.3 Brief. The Client must provide a reasonably complete brief in good time, including the purpose of the Assignment, schedule, locations, key contacts, access requirements and any essential people, moments or images to be prioritised.

3.4 Changes. Material changes to the brief, location, schedule, duration, deliverables or intended usage may require a revised fee or licence. The Photographer will advise the Client as soon as reasonably practicable and will not be required to perform materially increased work without agreement on the change.

3.5 Booking payment. A non-refundable booking payment equal to thirty per cent (30%) of the quoted Services fee is payable within forty-eight (48) hours of accepting the quotation and is required to secure the date, because the date is blocked and other work is turned down, unless the Photographer expressly waives or varies that requirement in writing for the specific Assignment. The booking payment is credited against the total Assignment fee and against any cancellation charge due under clause 5; it is not an additional charge, and it is not refunded on a Client cancellation. Until it is received, the Photographer may accept another booking for the same date. If the Photographer cancels unperformed Services under clause 15 and no replacement or rescheduling solution is agreed, the booking payment attributable to those unperformed Services will be refunded.

4. Fees, Time and Expenses

4.1 Fees. Fees are as stated in the quotation and are exclusive of VAT unless expressly stated otherwise. If additional Services are requested, they will be charged at the rate stated in the quotation or, if no rate is stated, at a reasonable rate agreed before the additional work is carried out where practicable.

4.2 Travel. Travel, accommodation, parking, tolls, transport and other Assignment expenses are included or charged only as stated in the quotation. Travel within Amsterdam is included unless the quotation states otherwise. For Assignments outside the Netherlands, or where the Photographer must travel the day before or return the day after, those travel days are charged at a reduced day rate stated in the quotation, and flights and accommodation are booked or paid for by the Client. Studio hire for studio shoots is invoiced separately and is subject to the studio's own cancellation terms. If Client-requested changes, incorrect information, additional locations or access requirements create reasonable travel or third-party costs not contemplated by the quotation, those additional costs are payable by the Client where disclosed and approved in advance where reasonably practicable.

4.3 Overtime and Client delay. Booked coverage begins and ends at the agreed times. A Client delay does not automatically extend the scheduled end time. Any extension is subject to the Photographer's availability and is charged at the overtime rate stated in the quotation or, if none is stated, at the Photographer's normal hourly rate in effect for comparable work, charged in blocks of thirty (30) minutes. Overtime is performed only at the request or with the approval of the Client's on-site contact. The Photographer will make reasonable efforts to alert the Client before chargeable overtime is incurred.

4.4 Incorrect information or no-show. If incorrect information supplied by the Client, lack of access, or a Client no-show prevents or materially reduces performance, the affected Services may be treated as a Client cancellation at the time the problem occurs. Reasonable additional travel or other costs caused by the error are also payable.

5. Cancellation and Rescheduling by the Client

5.1 Written cancellation. All cancellations must be confirmed in writing. A cancellation takes effect when the Photographer receives the written notice. The cancellation fee is calculated on the quoted value of the Services cancelled, with the notice period measured in calendar days to the start of the first cancelled Service.

Written cancellation received	Fee on cancelled Services
More than 30 days before	**30%**
15-30 days before	**50%**
8-14 days before	**75%**
7 days or less before	**100%**

For clarity, exactly 30 days' notice falls within the 15-30 day band. The parties acknowledge that the schedule reflects capacity reserved for the Client and the increasing difficulty of replacing an Assignment at shorter notice.

5.2 Expenses. The cancellation percentages apply to the value of the cancelled Services. Any booking payment already received is credited towards, and not added on top of, the cancellation charge. Pre-approved third-party expenses already incurred, and non-refundable commitments reasonably made specifically for the Assignment, remain payable in addition to the cancellation charge to the extent they are not already included in that charge.

5.3 Rescheduling. A request to move an Assignment is subject to the Photographer's availability. If the Photographer agrees in writing to transfer the booking, the written rescheduling confirmation will state how any cancellation fee, credit or additional cost is treated. If no transfer is agreed, cancellation of the original booking is subject to clause 5.1.

5.4 Reason for cancellation. Unless otherwise agreed in writing, the cancellation schedule applies to a Client cancellation regardless of the underlying reason, including events or circumstances outside the Client's control. It does not apply where the Photographer cancels the affected Services under clause 15 or where the Client validly terminates the affected Services under clause 17.1 because of a material breach by the Photographer that was not remedied within the applicable cure period.

6. Client Responsibilities, Access and Safety

6.1 Cooperation. The Client must provide reasonable cooperation, timely access, a responsible on-site contact and any information necessary to carry out the Assignment. The Client should identify key people, scheduled moments and any mandatory shot requirements before or during the Assignment in sufficient time for the Photographer to act on them.

6.2 Access and permissions. The Client is responsible for arranging venue access, security clearances and permissions that the Client or venue controls. The Photographer is not responsible for images missed because of venue rules, restricted access, schedule changes, lack of cooperation by subjects or interference by third parties outside the Photographer's reasonable control.

6.3 Safe working environment. The Client must provide a reasonably safe and lawful working environment. The Photographer may pause or stop work where there is a material safety risk, unlawful conduct, harassment or abusive behaviour. If the circumstances are attributable to the Client and are not promptly resolved after reasonable notice, the unperformed Services may be treated as a Client cancellation under clause 5.

6.4 Breaks and meals. For Assignments of six (6) hours or longer, the Client will allow the Photographer a break of about twenty (20) minutes, scheduled at a quiet moment such as a meal, and will provide a meal or reasonable meal allowance where the Assignment spans a mealtime. Breaks do not reduce the agreed coverage hours unless the quotation states otherwise.

7. Performance and Creative Discretion

7.1 Professional standard. The Photographer will perform the Assignment with reasonable professional care and skill, using the Photographer's established visual style and technical judgement.

7.2 Best-efforts service. Photography is a best-efforts creative service. Specific images, expressions, backgrounds or moments cannot be guaranteed where they depend on lighting, weather, venue conditions, timing, subject cooperation or other circumstances outside the Photographer's reasonable control.

7.3 Creative discretion. The Photographer retains reasonable discretion over camera and lens choice, framing, lighting, image selection and post-processing. References supplied by the Client will be treated as creative guidance rather than a guarantee of exact replication.

7.4 Agreed contractors. Where the quotation expressly includes a second or associate photographer, videographer or other specialist supplier, the Photographer may engage a trusted contractor to perform that agreed component. Routine post-production may also be performed by trusted editors or retouchers. The Photographer will require appropriate confidentiality, data-protection and intellectual-property arrangements from such contractors. Emergency replacement photographers are addressed separately in clause 15.

8. Editing, Delivery and Files

8.1 Standard editing. Unless the quotation states otherwise, delivered images receive the Photographer's standard selection and post-processing, which may include exposure, colour, contrast, cropping and general image optimisation. Advanced retouching, compositing, extensive object removal and other substantial manipulation are additional Services unless expressly included.

8.2 Standard delivery time. For a one-day Assignment, the Photographer normally delivers the full edited gallery by 09:00 CET on the morning after the Assignment. For multi-day events, the Photographer normally delivers a selection of the best images by 09:00 CET each following morning and the full edited gallery within forty-eight (48) hours after completion of the final scheduled day. Where an Assignment involves unusually extended working hours or exceptionally high image volumes, delivery may take up to seventy-two (72) hours following completion of the final scheduled day. Any different delivery deadline stated in the quotation takes precedence.

8.3 Time-sensitive delivery. A delivery time is an estimate unless the quotation expressly identifies it as a guaranteed deadline or states that time is of the essence. If an unforeseen issue is likely to cause a material delay, the Photographer will notify the Client as soon as reasonably practicable. Same-day, during-event or on-site delivery is an additional Service and is charged only as stated in the quotation.

8.4 Delivery method and selection. Images are delivered digitally by online gallery, secure transfer or another agreed method. The Photographer selects the images to be delivered. No minimum image count applies unless expressly stated in the quotation.

8.5 RAW and unedited files. RAW files, rejected frames, test images and unedited working files are not supplied unless expressly agreed in writing and separately priced where applicable.

8.6 Minor conversion requests. Unless otherwise agreed, the Client may request up to five colour-to-black-and-white or black-and-white-to-colour conversions within ten (10) Business Days after delivery without additional charge, where the requested conversion is technically appropriate. Further or more substantial edits may be charged separately.

9. Invoicing and Payment

9.1 Payment term. The booking payment under clause 3.5 is payable before the date is secured. Unless the quotation or invoice expressly states otherwise, the balance of seventy per cent (70%) is payable within ten (10) Business Days after the edited photographs are delivered. Payment is made by bank transfer or Wise; credit cards are not accepted. A longer payment term applies only if agreed in the quotation or other express writing. A Client's standard 30-, 60- or other payment term does not apply merely because it appears on a purchase order, procurement portal or vendor policy.

9.2 No set-off. The Client must pay amounts due without deduction or set-off, except where a right of set-off cannot lawfully be excluded. A genuine dispute concerning part of an invoice does not relieve the Client from paying the undisputed part by the due date.

9.3 Late payment. From the day after the due date, the Client owes the statutory commercial interest applicable under Dutch law, to the extent permitted by law. The Photographer may also claim the statutory EUR 40 recovery charge where applicable and reasonable judicial and extra-judicial collection costs recoverable under applicable law.

9.4 Licence during the payment period. Unless the quotation states otherwise, the applicable non-exclusive usage licence becomes effective when the relevant photographs are delivered, provided the booking payment has been paid and the Client is not already in material payment default. If an undisputed invoice remains unpaid after its due date, the Photographer may suspend further use of the affected Photographic Works by written notice until payment is made. Suspension operates prospectively and does not convert use that was authorised before the suspension notice into unauthorised use.

10. Copyright and Licensing

10.1 Copyright and assignment. Copyright and other rights owned by the Photographer in the Photographic Works remain with the Photographer. Purchase or delivery of digital files does not transfer copyright. Any assignment or transfer of copyright is exceptional and effective only if expressly agreed in a separate written provision identifying the affected works, scope and consideration. Moral rights remain as provided by applicable law and are not waived except expressly and to the extent legally permitted.

10.2 Job-specific licence. A specific written licence in the quotation or another written agreement overrides the default licence in clause 10.3 for that Assignment. Paid advertising, sponsored placements, media buying, out-of-home display, broadcast advertising, product packaging, merchandise, resale, stock-library use, independent sponsor or affiliate use and any use of artificial intelligence are excluded unless expressly licensed in writing.

10.3 Default corporate licence. If the quotation does not state different usage rights, the Photographer grants the contracting Client a perpetual, worldwide, non-exclusive, non-transferable and non-sublicensable licence to use the delivered Photographic Works on the Client's own corporate websites, organic social-media channels, internal communications, presentations, promotion of the Client's own future events and genuine public-relations or press-release activity. The licence is limited to the contracting Client and does not extend to parent companies, subsidiaries, affiliates, sponsors or other third parties except for service providers acting solely on the Client's behalf under clause 10.4 and media recipients permitted under clause 10.5.

10.4 Service providers. The Client may provide copies to its agencies, designers, printers, web developers and similar service providers solely to carry out uses already permitted by the Client's licence and solely on the Client's behalf. Those parties receive no independent right to use, retain for unrelated purposes, license or exploit the images, and the Client remains responsible for ensuring their use stays within the licence.

10.5 PR and press. Where the agreed licence includes PR or press-release use, the Client may provide relevant images to media organisations for the editorial or press purpose contemplated by that licence. Unrelated resale, stock distribution or independent commercial licensing to third parties is not permitted without the Photographer's prior written agreement.

11. Credit, Alteration and Unauthorised Use

11.1 Credit. The Client will use reasonable efforts to credit "Unmask Photography" where a photography credit is customary and reasonably practicable. If a quotation or licence expressly requires a credit and the credit is omitted, the Client will correct the omission within a reasonable time after written notice where correction is reasonably practicable, without prejudice to remedies available for a material or persistent breach.

11.2 Permitted non-AI technical changes. Basic cropping, resizing, file compression and placement of text or Client branding around an image are permitted where reasonably necessary for an agreed use, provided those changes do not use artificial intelligence, materially distort the photograph or present it in a misleading or derogatory way.

11.3 Artificial intelligence and material alteration. The Client must obtain the Photographer's prior written consent before intentionally submitting, uploading, processing or using any Photographic Work with or through an artificial-intelligence or machine-learning system, including for training or fine-tuning, dataset creation, model input, generative fill or extension, style transfer, face replacement, synthetic likeness creation or other AI-assisted derivation or alteration. Material non-AI retouching, compositing or manipulation likewise requires prior written consent.

11.4 Unauthorised use. Use outside the agreed licence is unauthorised and may constitute both breach of contract and copyright infringement. In addition to other remedies available by law, the Photographer may claim the licence fee that would reasonably have applied to the unauthorised scope of use, together with any additional damages and enforcement costs that are legally recoverable.

12. Confidentiality and Photographer's Promotional Use

12.1 Client confidentiality. The Photographer will keep confidential non-public information obtained through an Assignment, including embargoed announcements, internal business information and restricted information encountered at the Client's premises, and will use it only as reasonably necessary to perform the Assignment or as required by law.

12.2 Team and suppliers. The Photographer may disclose confidential information to trusted retouchers, editors and routine technical service providers used for post-production; to a second or associate photographer, videographer or other specialist contractor where that component is quoted or otherwise agreed; and to a replacement photographer under clause 15, in each case only to the extent reasonably necessary for the Assignment. The Photographer will require confidentiality and data-protection safeguards appropriate to the nature of the information and will not grant those parties independent rights to exploit the Client's images or confidential material.

12.3 Portfolio and self-promotion. Subject to clause 13, applicable privacy and portrait rights, and any NDA, embargo or written confidentiality restriction, the Photographer may use Photographic Works for the Photographer's own portfolio and self-promotion only after the Client has made the relevant project or images public and any applicable embargo has expired. Portfolio uses may include the Photographer's website, organic social media, presentations, awards and exhibitions. The Client should request confidential or no-portfolio treatment in writing before the Assignment so it can be reflected in the quotation; no-portfolio treatment may carry an additional fee stated in the quotation.

12.4 Public information. The confidentiality obligations do not apply to information that is or becomes public other than through breach of these Terms, was lawfully known to the receiving party without restriction, is lawfully obtained from a third party, or must be disclosed by law or a competent authority.

13. Privacy, Portrait Rights and Third-Party Permissions

13.1 Data protection. Each party will comply with applicable data-protection law, including the GDPR/AVG and applicable Dutch implementing legislation, in relation to personal data it controls or processes.

13.2 Client instructions, notices and permissions. The Client is responsible for ensuring that the photography it commissions and the uses it instructs have an appropriate legal basis and that employees, attendees, guests and other affected persons receive any privacy, photography or event notices for which the Client is responsible. The Client must obtain model releases, portrait permissions, location permissions and other consents required for the Client's intended use, particularly for advertising or other uses requiring specific permission, where applicable.

13.3 Processor arrangements and suppliers. Where, in the circumstances of an Assignment, the Photographer legally acts as a processor of personal data solely on the Client's documented instructions, the parties will enter into any data-processing agreement required by law. Where an authorised contractor processes personal data for the Assignment, the Photographer will put in place legally required processor or confidentiality arrangements. Nothing in these Terms fixes the parties' legal roles where applicable law determines them differently.

13.4 Photographer's own purposes. The Photographer remains independently responsible for any lawful basis, transparency and data-subject rights applicable to personal data processed for the Photographer's own purposes, including business administration and any portfolio or promotional publication. The Client's commission or public release of an image does not by itself waive a photographed person's privacy or portrait rights.

13.5 Third-party rights. The Client is responsible for rights and permissions relating to people, locations, trademarks, artworks, confidential materials or other third-party interests where those permissions are required because of the Client's instructions or intended use. To the extent permitted by law, the Client will indemnify the Photographer against third-party claims arising directly from the Client's failure to obtain a permission for which the Client is responsible or from the Client's use outside the agreed licence, except to the extent caused by the Photographer's own breach, negligence or unlawful conduct.

14. Complaints, Liability and Image Loss

14.1 Complaints. A complaint concerning a reasonably discoverable defect in delivered work must be notified in writing within ten (10) Business Days after delivery, with enough detail for the Photographer to assess it. A latent technical defect that could not reasonably have been discovered within that period must be notified promptly after discovery.

14.2 Remedy. Where a complaint is justified, the Photographer may first correct, re-edit or replace the affected work within a reasonable time if this is practicable and would not cause disproportionate harm to the Client. A difference in subjective preference alone is not a defect where the delivered work is materially consistent with the agreed brief and the Photographer's established style.

14.3 Liability cap. To the fullest extent permitted by law, the Photographer's aggregate liability arising from or in connection with an Assignment is limited to the total Services fees paid or payable for the affected Assignment. For a claim actually covered by the Photographer's business or public-liability insurance, if the insurer actually pays an amount higher than that fee cap, the Photographer's aggregate liability for that insured claim is limited to the amount actually paid by the insurer plus any applicable policy excess or deductible actually borne by the Photographer. No higher limit applies merely because insurance exists or because a claim has been made under a policy.

14.4 Excluded loss. The Photographer is not liable for indirect or consequential loss, loss of profit, loss of revenue, loss of opportunity, reputational loss or business interruption, except to the extent such liability cannot lawfully be excluded.

14.5 Intent and gross negligence. Nothing in these Terms excludes or limits liability for intentional misconduct, gross negligence or any liability that cannot lawfully be excluded or limited.

14.6 Photographic failure or data loss. If photographs are totally lost or become unusable before delivery because of technical failure, corruption, theft or another event for which the Photographer is responsible, the Photographer will, where reasonably practicable, offer a reshoot or equivalent corrective performance. If a reshoot is not reasonably practicable, the Photographer will refund the fee attributable to the affected Services that produced no usable deliverable. Any further liability remains subject to clauses 14.3-14.5.

15. Illness, Force Majeure and Cancellation by the Photographer

15.1 Force majeure. The Photographer is not liable for delay or non-performance caused by events outside the Photographer's reasonable control, including serious illness or incapacity, accident, severe weather, natural disaster, fire, material transport disruption, government restriction, venue closure not caused by the Photographer, widespread utility or network failure, crime or similar emergency.

15.2 Notice and mitigation. The Photographer will notify the Client as soon as reasonably practicable and take reasonable steps to reduce the effect of the event. Where appropriate, the Photographer may propose a suitably qualified replacement photographer, subject to reasonable consultation with the Client. Any replacement will be required to observe appropriate confidentiality, data-protection and usage-right arrangements for the Assignment.

15.3 Cancellation by the Photographer. If the Photographer cannot perform material Services and no reasonable replacement or rescheduling solution is agreed, the Client will not owe the fee for the unperformed Services and any amount already paid for those unperformed Services will be refunded. Services already properly performed and reasonable approved costs already incurred remain payable.

16. Archiving and Client Backup

16.1 Archive period. The Photographer normally retains the final edited delivered images for one (1) year after delivery, subject to applicable data-protection requirements. Archiving is a convenience and is not a perpetual storage service or backup guarantee. Unless otherwise agreed in writing, the Photographer has no obligation to retain RAW files, rejected frames, test images or other working files for any specified period after delivery.

16.2 Client backup. The Client is responsible for downloading and securely backing up delivered files promptly. After the one-year archive period, the Photographer may delete the files without notice and has no liability for inability to retrieve them.

16.3 Retrieval. If a delivery link has expired or files must be restored from archive, the Photographer may charge a reasonable administration or retrieval fee disclosed before the retrieval work is undertaken.

17. Termination

17.1 Material breach. Either party may terminate an Assignment by written notice if the other commits a material breach and, where the breach is capable of remedy, fails to remedy it within a reasonable period stated in the notice.

17.2 Insolvency. Either party may terminate an Assignment with immediate effect where the other becomes bankrupt, enters formal insolvency proceedings or is granted a moratorium or suspension of payment, to the extent permitted by law.

17.3 Accrued rights. Termination does not affect rights and obligations that accrued before termination, including payment obligations, cancellation charges where applicable, confidentiality, copyright, licence restrictions and liability provisions intended to survive termination. Any suspension of a usage licence for non-payment must follow clause 9.4. The Photographer may suspend or require cessation of materially unauthorised use by written notice, subject to applicable law.

18. Governing Law and General Provisions

18.1 Dutch law. These Terms and each Assignment are governed by Dutch law.

18.2 Exclusive jurisdiction. The parties will first attempt in good faith to resolve any dispute amicably. Subject to any mandatory law that cannot be excluded, the competent courts in Amsterdam, the Netherlands, have exclusive jurisdiction over any dispute arising from or in connection with these Terms or an Assignment.

18.3 Amendments. Any amendment to an accepted Assignment or these Terms must be agreed in writing by both parties. Updated standard terms apply only to future Assignments unless the Client expressly agrees otherwise.

18.4 Severability. If a provision is held invalid or unenforceable, the remaining provisions remain in effect. The invalid provision will be replaced or interpreted, to the extent legally possible, in a way that most closely reflects its intended commercial purpose.

18.5 No waiver. A failure or delay in enforcing a right does not waive that right.

18.6 Entire agreement. For each Assignment, the accepted quotation or booking confirmation, the applicable written usage licence, these Terms, any NDA or data-processing agreement expressly stated to apply, and any subsequent written amendment or change order agreed in accordance with clause 18.3 form the agreement between the parties concerning the Services, subject to the order-of-precedence rules in clause 2.3. They replace prior discussions about the same subject matter. General website copy, FAQs, social-media posts and marketing materials do not vary the Assignment unless the quotation or another written agreement expressly incorporates them.