

1 AGREEMENT, QUOTATION AND CONFIRMATION

1.1 These general terms and conditions apply, with the exclusion of purchasing or other terms and conditions of the client, to the establishment, content and performance of all agreements concluded between the client and the contractor.

1.2 Offers are without obligation and are valid for 2 months. Quotations can undergo changes due to an unforeseen change in the work. Prices are exclusive of VAT and other government levies. Said rates and offers do not automatically apply to future assignments.

1.3 Orders must be confirmed in writing by the client. If the client fails to do so, but nevertheless agrees that the contractor will start to carry out the assignment, the content of the quotation will be considered as agreed. Further verbal agreements and clauses only bind the contractor after they have been confirmed in writing by the contractor.

1.4 If the client wishes to give the same assignment to others than this contractor at the same time or has already given the assignment to another party, he must inform the contractor of this, stating the names of these others.

2 THE IMPLEMENTATION OF THE AGREEMENT

2.1 The contractor will endeavor to execute the assignment carefully and independently, to represent the interests of the client to the best of his knowledge and to strive for a result that can be used by the client. To the extent necessary, the contractor will keep the client informed of the progress of the work.

2.2 The client is obliged to do all that is reasonably necessary or desirable to enable a timely and correct delivery by the contractor, in particular by the timely delivery of complete, sound and clear data or materials.

2.3 A period specified by the contractor for the completion of the design has an indicative purpose, unless the nature or content of the agreement shows otherwise. The client must give the contractor written notice of default if the specified period is exceeded.

2.4 Unless agreed otherwise, the performance of tests, the application for permits and the assessment of whether the client's instructions comply with statutory or quality standards are not part of the contractor's assignment.

2.5 Before proceeding with production, reproduction or publication, the parties must give each other the opportunity to check and approve the latest models, prototypes or tests of the design. If the contractor, whether or not in the name of the client, will give orders or instructions to production companies or other third parties, then the client must confirm the aforementioned approval in writing at the request of the contractor.

2.6 Complaints must be communicated to the contractor in writing as soon as possible, but in any case within ten workdays after completion of the assignment, failing which the client is deemed to have fully accepted the result of the assignment.

3 ENGAGING THIRD PARTIES

3.1 Unless otherwise agreed, assignments to third parties, within the framework of the realization of the design, are issued by or on behalf of the client. At the client's request, the contractor may act as an agent for the client's account and risk. The parties can agree on a future compensation for this.

3.2 If the contractor draws up a budget for costs of third parties at the request of the client, this budget will only have an indicative purpose. If desired, the contractor can request quotations on behalf of the client.

3.3 If, in the performance of the assignment, the contractor purchases goods or services from third parties in accordance with express agreement at his own expense and risk, after which these goods or services are passed on to the client, the provisions of the general terms and conditions of the supplier with regard to the quality, quantity, quality and delivery of these goods or services also apply to the client.

4 INTELLECTUAL PROPERTY RIGHTS AND PROPERTY RIGHTS

4.1 Unless otherwise agreed, all intellectual property rights arising from the assignment - including patent rights, design rights and copyright - belong to the contractor. Insofar as such a right can only be obtained through a deposit or registration, only the contractor is authorized to do so.

4.2 Unless otherwise agreed, the assignment does not include the investigation of the existence of rights, including patent rights, trademark rights, drawing or design rights, copyrights or portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the client.

4.3 Unless the work does not lend itself to it, the contractor is at all times entitled to have his / her name mentioned on or near the work or to have it removed and the client is not permitted to do the work without prior approval without prior permission. publicize or reproduce the name of the contractor.

4.4 Unless otherwise agreed, the working drawings, illustrations, prototypes, models, templates, designs, design sketches, films and other materials or (electronic) files, owned by the contractor, remain the property of the contractor, whether or not these have been handed over to the client or third parties.

4.5 After the completion of the assignment, neither the client nor the contractor have any obligation towards each other with regard to the materials and data used.

5 USE AND LICENSE

5.1 When the client fully complies with his obligations under the agreement with the contractor, he obtains an exclusive license to use the design insofar as this concerns the right of publication and reproduction in accordance with the destination agreed upon in the assignment. If no agreements have been made about the destination, the licensing is limited to that use of the design, for which there were definite intentions at the time of the assignment. These intentions must be demonstrably made known to the contractor prior to the conclusion of the agreement.

5.2 The client is not entitled to use the design more widely or in a different way than agreed without the written permission of the contractor. In the case of broader or other use that has not been agreed upon, including the modification, mutilation or impairment of the provisional or definitive design, the contractor is entitled to compensation for infringement of his / her rights of at least three times the agreed fee, at least a compensation which is reasonably and fairly proportionate to the infringement committed, without prejudice to the right of the contractor to claim compensation for the damage actually suffered.

5.3 The client is no longer allowed to use the results provided and any license granted to the client within the framework of the assignment is canceled:

- a. from the moment that the client does not (fully) fulfill his (payment) obligations under the agreement or is otherwise in default, unless the client's shortcoming in the light of the entire assignment is of minor importance;
- b. if the assignment, for whatever reason, is terminated prematurely, unless the consequences are contrary to reasonableness and fairness.

5.4 The contractor has the freedom to use the design for its own publicity or promotion, taking into account the interests of the client.

6 FEE AND ADDITIONAL COSTS

6.1 In addition to the agreed fee, the costs incurred by the contractor for the performance of the assignment are also eligible for reimbursement.

6.2 If, due to late or non-delivery of complete, sound and clear data / materials or due to a changed or incorrect assignment or briefing, the contractor is obliged to perform more or other work, these activities must be honored separately, based on the customary fee rates applied by the contractor.

6.3 If the remuneration is made dependent in any way on facts or circumstances that must be apparent from the administration of the client, the contractor has the right after a statement from the client to have the administration of the client checked by an accountant to be chosen by the contractor. If the result of the audit by the auditor deviates more than 2% or 100 from the statement and settlement by the client, the costs of this audit will be borne by the client.

7 PAYMENT

7.1 Payments must be made within 15 days after the invoice date. If after the expiry of this period the (full) payment has not yet been received by the contractor, the client will be in default and will owe interest equal to the statutory interest. All costs incurred by the contractor, such as litigation costs and extrajudicial and judicial costs, including the costs of legal assistance, bailiffs and collection agencies, incurred in connection with late payments, will be borne by the client. The extrajudicial costs are set at least 10% of the invoice amount with a minimum of € 150,- excl. VAT.

7.2 The contractor has the right to charge his fee monthly for work performed and costs incurred for the execution of the assignment.

7.3 The principal makes the payments due to the contractor without discount or set-off, except for set-off against deductible advances relating to the agreement, which he has provided to the contractor. Client is not entitled to suspend payment of invoices for work already performed.

8 TERMINATION OF THE AGREEMENT

8.1 When the client cancels an agreement, he must, in addition to compensation, pay the fee and the costs incurred with regard to the work performed up to then.

8.2 If the contract is dissolved by the contractor due to an attributable shortcoming in the fulfillment of the contract by the client, the client must, in addition to compensation, pay the fee and the costs incurred with regard to the work performed up to then. Behavior of the client on the basis of which the contractor can no longer reasonably be expected to complete the assignment, is in this context also regarded as an attributable shortcoming.

8.3 The compensation referred to in the previous two paragraphs of this article will at least include the costs arising from the commitments entered into by the contractor in its own name for the fulfillment of the assignment with third parties, as well as at least 30% of the remaining part of the fee that the the client would be due upon full fulfillment of the assignment.

8.4 Both the contractor and the client have the right to immediately dissolve the agreement in whole or in part in the event of bankruptcy or (provisional) suspension of payment of the other party. In the event of the bankruptcy of the client, the contractor has the right to terminate the user right provided, unless the consequences of this are contrary to reasonableness and fairness.

8.5 In the event of dissolution by the client due to attributable failure in the fulfillment of the obligations by the contractor, the performances already delivered and the related payment obligation will not be subject to cancellation, unless the client proves that the contractor is in default with regard to those performances. is. Amounts that the contractor has invoiced for the dissolution in connection with what he has already duly performed or delivered for the execution of the agreement, remain due without prejudice to the provisions of the previous sentence and become immediately claimable at the time of the dissolution.

8.6 If the activities of the contractor consist of the repetitive performance of similar activities, then the applicable agreement will apply for an indefinite period of time, unless otherwise agreed in writing. This agreement can only be terminated by written cancellation, with due observance of a reasonable notice period of at least three months.

9 GUARANTEES

9.1 The contractor guarantees that the delivered work has been designed by or on behalf of him / her and that if there is copyright on the design, he / she is considered to be the creator within the meaning of the Copyright Act and the copyright holder can dispose of the work.

9.2 The client indemnifies the contractor or persons engaged by the contractor for the assignment against all claims from third parties arising from the applications or the use of the result of the assignment.

9.3 The client indemnifies the contractor against claims relating to intellectual property rights on materials or data provided by the client, which are used in the execution of the assignment.

10 LIABILITY

10.1 The contractor is not liable for: errors or shortcomings in the material provided by the client. misunderstandings, errors or shortcomings with regard to the implementation of the agreement if this is due or caused by acts of the client, such as late or non-delivery of complete, sound and clear data / materials.

- c. errors or shortcomings of third parties engaged by or on behalf of the client.
- d. defects in quotations from suppliers or for exceeding quotations from suppliers.
- e. errors or shortcomings in the design or the text / data, if the client, in accordance with the provisions of art. 2.5 has given its approval or has been given the opportunity to carry out an inspection and has not made use of it.
- f. errors or shortcomings in the design or the text / data, if the client has omitted creating or commissioning a certain model, prototype or test, and these errors in such a model, prototype or test would have been perceptible.

10.2 The contractor is only liable for direct damage attributable to him. Direct damage only means:

- a. reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
- b. any reasonable costs necessary to ensure that the contractor's defective performance meets the agreement;
- c. reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions. Liability of the contractor for all other damage than the aforementioned damage, such as indirect damage, including consequential damage, lost profit, mutilated or lost data or materials, or damage due to business interruption, is excluded.

10.3 Except in the case of intent or deliberate recklessness on the part of the contractor or the management of the contractor - subordinates therefore excluded -, the liability of the contractor for damage under an agreement or of an unlawful act committed against the client is limited to the invoice amount that relates to the executed part of the assignment, minus the costs incurred by the contractor for engaging third parties, on the understanding that this amount will not be higher than €45,000, and in any case limited to the maximum amount that the insurer pays to the contractor in the appropriate case.

10.4 Any liability expires after the lapse of one year from the moment the assignment is completed.

10.5 The client is obliged, if reasonably possible, to keep copies of materials and data provided by him until the order has been fulfilled. If the client fails to do so, the contractor cannot be held liable for damage that had not occurred during the existence of these copies.

11 OTHER PROVISIONS

11.1 The client is not permitted to transfer any right from an agreement concluded with the contractor to third parties, other than when transferring his entire company.

11.2 The parties are obliged to treat the other party facts and circumstances as confidential in the context of the assignment. Third parties who are involved in the execution of the assignment will be treated with the same confidential treatment with regard to these facts and circumstances originating from the other party.

11.3 The inscriptions in these terms and conditions only serve to promote readability and do not form part of these terms and conditions.

11.4 Dutch law applies to the agreement between the contractor and client. The judge to hear disputes between the contractor and the client is the competent court in the district where the contractor is established, or the competent court according to the law, this at the discretion of the contractor.