

# General Terms and Conditions

## Article 1. Definitions

Client is understood to mean the person who has given the assignment for the work. The contractor is Ties den Hartogh, established at Groenendaal 45D, 3011SM in Rotterdam and registered with the Chamber of Commerce under number 64134105.

An assignment is the request from the client to Ties den Hartogh to perform work against payment. These activities include everything that Ties den Hartogh makes and/or undertakes for the benefit of the client, within the framework of the assignments given by it with a view to its communication interests, or has it made and/or undertaken. A quotation is a more or less specified budget of the costs associated with that work. The client mutually acknowledges e-mail as legal, valid means of proof.

## Article 2. Agreement, offer and confirmation

2.1 These general terms and conditions (hereinafter: General Terms and Conditions) apply to all quotations and the formation, content and fulfillment of all agreements concluded between the client and the contractor (hereinafter: Ties den Hartogh). Deviations from these General Terms and Conditions can only be agreed in writing between the client and Ties den Hartogh.

2.2 Offers are without obligation and valid for 14 days, unless stated otherwise. Quotations may be subject to change due to an unforeseen change in work. Prices are exclusive of VAT. Said rates and offers do not automatically apply to future assignments. The client guarantees the correctness and completeness of the information provided to Ties den Hartogh by or on behalf of it on which Ties den Hartogh bases the quotation.

2.3 Orders are confirmed in writing by the client. If the client fails to do so, but nevertheless consents to Ties den Hartogh commencing the assignment, the content of the quotation will be deemed to have been agreed and these General Terms and Conditions will apply. Further oral agreements and stipulations only bind Ties den Hartogh after they have been confirmed in writing by Ties den Hartogh.

## Article 3. The implementation of the agreement

3.1 Ties den Hartogh makes every effort to carry out the assignment carefully and independently, to represent the interests of the client to the best of its knowledge and to strive for a result that is useful to the client. Insofar as necessary, Ties den Hartogh will keep the client informed of the progress of the work.

3.2 The client will do everything that is reasonably necessary or desirable to enable timely and correct delivery by Ties den Hartogh, such as the timely delivery of complete, sound and clear data or materials, of which Ties den Hartogh indicates whether of which the client understands or should reasonably understand that they are necessary for the execution of the agreement.

3.3 A term specified by Ties den Hartogh for the execution of the assignment is indicative, unless agreed otherwise in writing.

3.4 Unless agreed otherwise, Ties den Hartogh's assignment does not include:

- a. conducting tests, applying for permits and assessing whether the client's instructions meet legal or quality standards;
- b. conducting research into the existence of rights, including patent rights, trademark rights, drawing or design rights, copyrights or portrait rights of third parties;
- c. conducting research into the possibility of the in sub b. intended possible forms of protection for the client.

3.5 Before implementation, production, reproduction or publication, the parties will give each other the opportunity to check and approve the latest models, prototypes or proofs of the result.

3.6 Deviations in the (final) result compared to what has been agreed are no reason for rejection, discount, compensation or dissolution of the agreement, if these deviations, taking all circumstances into account, are reasonably of minor importance.

3.7 Complaints will be communicated to Ties den Hartogh in writing as soon as possible, but in any case within ten working days after completion of the assignment, failing which the client will be deemed to have accepted the result of the assignment in full.

#### **Article 4. Engaging third parties**

4.1 Unless agreed otherwise, assignments to third parties in the context of the execution of the assignment are provided by or on behalf of the client. At the request of the client, Ties den Hartogh can act as authorized representative at the expense and risk of the client. The parties can agree on a fee to be agreed in more detail for this.

4.2 When Ties den Hartogh draws up a budget for costs of third parties at the request of the client, this budget is indicative. If desired, Ties den Hartogh can request quotations on behalf of the client.

4.3 If Ties den Hartogh purchases goods or services from third parties at its own expense and risk in the performance of the assignment, according to express agreement, after which these goods or services are passed on to the client, the provisions of the general terms and conditions of and/or separate agreements with the supplier with regard to the guarantee and liability also towards the client.

4.4 If Ties den Hartogh, whether or not on behalf of the client, issues orders or instructions to production companies or other third parties, the client will confirm the approval referred to in Article 3.5 of these General Terms and Conditions in writing at Ties den Hartogh's request.

4.5 The client shall not engage third parties without consulting Ties den Hartogh if this could affect the performance of the assignment as agreed with Ties den Hartogh. Where appropriate, the parties will discuss which other contractors will be engaged and which work will be assigned to them.

4.6 Ties den Hartogh is not liable for errors or defects in products or services of third parties engaged by or on behalf of the client, regardless of whether they were introduced by Ties den Hartogh. The client must address these parties himself. Ties den Hartogh can provide assistance with this if desired.

#### **Article 5. Intellectual property rights and property rights**

5.1 All intellectual property rights arising from the assignment - including patent law, trademark rights, drawing or design rights and copyright - on the results from the assignment accrue to Ties den Hartogh. Insofar as such a right can only be obtained through a deposit or registration, only Ties den Hartogh is authorized to do so, unless agreed otherwise.

5.2 The parties may agree that the rights referred to in the first paragraph will be transferred in whole or in part to the client. This transfer and any conditions under which the transfer takes place are always recorded in writing. Until the moment of transfer, a right of use is provided as regulated in Article 5 of these General Terms and Conditions.

5.3 Ties den Hartogh has the right at all times to have his/her name mentioned or removed on, with or in publicity surrounding the result of the assignment - in the manner customary for that result. Without prior permission from Ties den Hartogh, the client is not permitted to publish or reproduce the result without mentioning Ties den Hartogh's name.

5.4 Unless otherwise agreed, the (originals of) results (such as designs, design sketches, concepts, advice, reports, budgets, estimates, specifications, working drawings, illustrations, photos, prototypes, scale models, moulds, prototypes, (partial) products, films, (audio and video) presentations, source codes and other materials or (electronic) files, etc.) owned by Ties den Hartogh, regardless of whether these are available to the client or to third parties have been set.

5.5 After completion of the assignment, neither the client nor Ties den Hartogh have a retention obligation towards each other with regard to the materials and data used, unless agreed otherwise.

## **Article 6. Use of the result**

6.1 When the client fully fulfills its obligations under the agreement with Ties den Hartogh, it acquires the right to use the result of the assignment in accordance with the agreed destination. If no agreements have been made about the destination, the right of use will be limited to that use for which the assignment has (apparently) been given. The right of use is exclusive, unless the nature of the agreement dictates otherwise or has been agreed otherwise.

6.2 If the result also relates to works to which rights of third parties rest, the parties will make additional agreements on how the use of these works will be arranged.

6.3 Without written permission, the Client is not entitled to adjust, use or re-use or perform the result of the assignment more broadly or in any other way than agreed, or to have this done by third parties. Ties den Hartogh may attach conditions to this permission, including payment of a fair compensation.

6.4 In the event of broader or different use on which no agreement has been reached, including alteration, mutilation or impairment of the provisional or final result, Ties den Hartogh is entitled to compensation for infringement of his/her rights of at least three times the agreed fee, or at least compensation that is reasonable and fair in proportion to the infringement committed, without otherwise losing any other right.

6.5 The client is not (any longer) permitted to use the results made available and any right of use granted to the client in the context of the assignment will lapse, unless the consequences thereof are contrary to reasonableness and fairness:

- a. from the moment that the client does not or does not fully comply with its (payment) obligations under the agreement or is otherwise in default;
- b. if the assignment is terminated prematurely for reasons stated in Article 8.1 of these General Terms and Conditions;
- c. in the event of bankruptcy of the client, unless the relevant rights have been transferred to the client in accordance with Article 4.2 of these General Terms and Conditions.

6.6 With due observance of the interests of the client, Ties den Hartogh has the freedom to use the results for its own publicity, acquisition of assignments, promotion, including competitions and exhibitions, etc., and to loan them when it concerns physical results go.

## **Article 7. Fees and costs**

7.1 Ties den Hartogh is entitled to a fee for carrying out the assignment. This may consist of an hourly rate, a consultancy fee, a fixed amount, whether or not related to the project sum or any other fee to be agreed between the parties.

7.2 In addition to the agreed fee, the costs incurred by Ties den Hartogh for the performance of the assignment, such as office, travel and accommodation costs, costs to perform the work, and costs of third parties for advice, guidance, etc., are also reimbursed. eligible. These costs are specified in advance as much as possible.

7.3 If Ties den Hartogh is forced to perform more or other work due to late or non-delivery of complete, sound and clear data/materials, due to a changed or incorrect assignment or briefing, or due to external circumstances, these activities will be carried out separately. fees, based on the usual fee rates applied by Ties den Hartogh. Ties den Hartogh will inform the client about this in advance, unless this is not possible due to circumstances or the nature of the work does not allow for delay.

7.4 If the execution of the assignment is delayed or interrupted due to circumstances that cannot be attributed to Ties den Hartogh, the client is obliged to reimburse any costs that this entails. Ties den Hartogh will try to limit the costs as much as possible.

## **Article 8. Payment and suspension**

8.1 All payments must be made without deduction, set-off or suspension, within 14 days of the invoice date, unless agreed otherwise in writing or stated otherwise on the invoice.

8.2 All goods delivered to the client remain the property of Ties den Hartogh until all amounts that the client owes Ties den Hartogh on the basis of the agreement concluded between the parties have been paid to Ties den Hartogh in full.

8.3 If the client is in default with full or partial payment of the amounts due, the client owes statutory interest and extrajudicial collection costs, which amount to at least 10% of the invoice amount with a minimum of € 150 excluding VAT. The costs are fixed at the collection rate used by the Netherlands Bar Association, but with a minimum of € 150.

8.4 Ties den Hartogh ensures timely invoicing. In consultation with the client, Ties den Hartogh may charge the agreed fee and costs as an advance, in the interim or periodically.

8.5 Ties den Hartogh may suspend the execution of the assignment after the payment term has expired and the client, after having been warned in writing to pay within 7 days, fails to do so, or if Ties den Hartogh must understand through a communication or behavior of the client that payment will not be made.

## **Article 9. Termination and dissolution of the agreement**

9.1 If the client terminates the agreement without any culpable failure on the part of Ties den Hartogh, or if Ties den Hartogh dissolves the agreement due to an attributable shortcoming in the fulfillment of the agreement by the client, then the client, in addition to the fee and the costs incurred with regard to the work carried out up to then, will owe compensation. Behavior of the client on the basis of which Ties den Hartogh can no longer reasonably be expected to complete the assignment, is also regarded as an attributable shortcoming in this context.

9.2 The compensation referred to in the previous paragraph comprises at least the costs arising from the obligations entered into by Ties den Hartogh in its own name with third parties for the fulfillment of the assignment, as well as at least 30% of the remaining part of the fee that the client will pay upon full fulfillment. of the order would be due.

9.3 Both Ties den Hartogh and the client have the right to dissolve the agreement immediately in whole or in part, and all amounts due will become immediately due and payable if a request for bankruptcy, (provisional) suspension of payments or debt restructuring is filed with regard to the other party.

9.4 If Ties den Hartogh's activities consist of the repeated performance of similar activities, this is a continuing performance contract, unless agreed otherwise in writing. This agreement can only be terminated by written notice with due observance of a reasonable notice period of at least three months, unless otherwise agreed, during which period the client continues to purchase the usual amount of work from Ties den Hartogh, or will compensate financially.

## **Article 10. Guarantees and indemnities**

10.1 Ties den Hartogh guarantees that the delivered work has been designed by or on behalf of him/her and that, if the result is copyrighted, he/she is considered to be the creator within the meaning of the Copyright Act and can dispose of the work as the copyright holder. Ties den Hartogh guarantees that the result of the assignment at the time of its realization, as far as he/she knows or should reasonably know, does not infringe the rights of third parties or is otherwise unlawful.

10.2 When the client uses the results of the assignment, the client indemnifies Ties den Hartogh or third parties engaged by Ties den Hartogh for the assignment against all third-party claims arising from the application or use of the result of the assignment. This is without prejudice to Ties den Hartogh's liability towards the client for non-compliance with the guarantees as referred to in the previous paragraph and other liability as referred to in Article 10 of these General Terms and Conditions.

10.3 The client indemnifies Ties den Hartogh against claims relating to intellectual property rights on all materials and/or data provided by the client, which are used in the performance of the assignment.

## **Article 11. Liability**

11.1 In the event of an attributable shortcoming, Ties den Hartogh must first be given notice of default in writing, with a reasonable term to still fulfill its obligations, or to repair any errors or to limit or eliminate damage.

11.2 Ties den Hartogh is only liable towards the client for direct damage attributable to Ties den Hartogh. Ties den Hartogh's liability for indirect damage, including consequential damage, lost profit, lost savings, mutilated or lost data or materials, or damage due to business interruption, is excluded.

11.3 Any liability lapses after one year from the moment the assignment is terminated by completion, cancellation or dissolution.

## **Article 12. Cancellation**

If a client cancels an assignment, he is obliged to reimburse the costs already incurred by Ties den Hartogh, and he owes an amount of 35% of the agreed price by way of compensation, without prejudice to Ties den Hartogh's right to demand full compliance with the agreement and/or claim damages. In case of cancellation within 7 days and 3 days before the start of the service, Ties den Hartogh is entitled to charge 50% of the amount due and, if canceled later, the full amount.

## **Article 13. Other provisions**

13.1 If the client wishes to give the same assignment to others than Ties den Hartogh at the same time or has already given the assignment to someone else, he will inform the contractor of this, stating the names of these others.

13.2 The client is not permitted to transfer any right under an agreement concluded with Ties den Hartogh to third parties, other than in the case of transfer of its entire company or with the written permission of Ties den Hartogh.

13.3 The parties are obliged to maintain the confidentiality of all confidential information, facts and circumstances that come to the knowledge of the other party in the context of the assignment, from each other or from another source, of which it can reasonably be understood that disclosure or communication to third parties den Hartogh or the client could cause damage. Third parties involved in the performance of the assignment will be bound by the same confidential treatment with regard to these facts and circumstances originating from the other party.

13.4 If any provision of these General Terms and Conditions is null and void or is annulled, the other provisions of these General Terms and Conditions will remain in full force. In that case, the parties will consult with the aim of agreeing on new provisions to replace the void or voided provisions, whereby the purpose and scope of the void or voided provisions will be taken into account as much as possible.

13.5 The headings in these Terms and Conditions are for ease of reading only and do not form part of these Terms and Conditions.

13.6 Dutch law applies to the agreement between Ties den Hartogh and the client. In the first instance, the parties will try to resolve a dispute in mutual consultation. Unless the parties have expressly agreed on arbitration in writing, the court that has jurisdiction according to the law, or the court in the district where Ties den Hartogh has its registered office, at Ties den Hartogh's option, will take cognizance of disputes between Ties den Hartogh and the client.