

## Terms & Conditions Bakx Design

### ARTICLE 1 – GENERAL

- 1.1 These General Terms and Conditions apply as soon as the Client has requested the assistance of the Designer. All provisions of these terms and conditions are in force between the Parties, unless expressly deviated from in writing.
- 1.2 In these terms and conditions, the terms are as follows:
- the Designer: the natural or legal person who carries out the activities for the Client;
  - the Client: the natural or legal person who calls on the help of the Designer;
  - the Project is defined as the agreement between Client and Designer establishing the activities to be carried out by the Designer and the conditions under which this should be done.

### ARTICLE 2 – INTERPRETATION

In this Agreement, the following words and phrases have the following definitions:

- 2.1 **“Agreement”** is defined as the General Terms and Conditions of Bakx Design and contains all articles and paragraphs mentioned in this contract;
- 2.2 **“Designer”** is the party that creates the Design Work for the Client;
- 2.3 **“Client”** is the party that engages the Designer for an assignment to provide Design Work and for the Client;
- 2.4 **“Parties”** are defined as the unifying concept of the Designer and Client together;
- 2.5 **“Project”** is defined as the overall Agreement between the Designer and the Client, and includes the whole. Examples of the whole are the design, the communication between the Client and the designer;
- 2.6 **“Design Work(s)”** is the end result that emerges from the Project. This is the result of the collaboration between Designer and Client and consists of the final version approved by Client. This Design Work does not contain any previously made versions that have not been approved by the Client;
- 2.7 **“Intellectual Property”** means (without prejudice to the generality of the term) any discovery, formula, database right, invention (patentable or not and patentable or not applied for or granted), process, secret process, concept, methodology, improvement of procedure, trademark application, trademark, service mark (registered or not), trade name, patent design, patent, registered or unregistered design (regardless of whether design rights exist), utility model, engineering algorithm, system, source code, software, formula, formula improvement, development, proprietary information, trade name, website, internet domain name, logo, artwork, slogan, know-how, technical information, trade secret, financial model, computer models (including asset selection and pricing models), works in which copyrights exist or may exist (Including computer software and preparation and design material therefor and any use manuals or other related material), topography rights and any works protected by rights or forms of protection of a similar nature or equivalent effect anywhere in the world or other intellectual or industrial property right.

### ARTICLE 3 – SCOPE

- 3.1 All offers are not binding unless Designer in its offers or quotations to the Client has expressly stated.
- 3.2 The activities of a Designer (may) concern (inter alia) the design of a logo, flyer, menu, business card, poster, t-shirt design, as well as all actions and transactions that - in view of the legal relationship and the ensuing assignment - may be useful in connection with the activities mentioned above.

- 3.3 The Client with whom a contract has been concluded once on the basis of these terms and conditions, is deemed to have tacitly agreed to the applicability of these terms and conditions to an Agreement concluded with the Designer later and.

#### ARTICLE 4 – FORMATION

- 4.1 The Agreement is concluded the moment Designer accepts the assignment. The rule included in the previous sentence also applies to changes in assignments. If the interest of the Client requires immediate full or partial delivery by Designer, or if the Client has explicitly requested immediate delivery, the Agreement is deemed to have been concluded because the Designer has actually delivered to the Client in whole or in part.

#### ARTICLE 5 – OBLIGATIONS OF THE DESIGNER

- 5.1 The Designer has kept the interests of his client to the best of its ability to look after one another and to the extent, given the legal relationship and the resulting contracts, is possible and desirable.

#### ARTICLE 6 – OBLIGATIONS OF THE CLIENT

- 6.1 The Client is to refrain from all actions that make the execution of the contract by the Designer frustrating or impossible.
- 6.2 The Client is obliged to provide the Designer in a timely, complete and correct manner with all data, information and documents required for the execution of the assignment.

#### ARTICLE 7 – CONFIDENTIAL

- 7.1 The Designer obliges to treat all data and documents relating to the assignment, which can reasonably be regarded as confidential and secret, as such. The Designer is not liable for any breach of confidentiality by the persons in his service, if the Designer can demonstrate that this breach could not have been prevented by him.

#### ARTICLE 8 – COOPERATION WITH THIRD PARTIES

- 8.1 The Designer may only engage other experts not belonging to his own company in the performance of his assignment, after the necessity or desirability thereof has been determined in consultation with the Client.
- 8.2 The Designer accepts no liability for the work performed by third parties, including the experts referred to in Article 7a.

#### ARTICLE 9 – DESIGNER DEFICIENCIES

- 9.1 The Designer is only liable to the Client for damage it suffers itself as a direct result of shortcomings on the part of the Designer or persons in his service who were committed in the fulfillment of the assignment, if and insofar as these shortcomings under normal circumstances. professional knowledge and with due observance of normal attention and manner of professional practice could have been avoided, all this subject to the further restrictions described below.
- 9.2 The Designer is obliged to not repair the above-mentioned shortcomings as soon as possible, if and insofar as the repair does not involve higher costs than those charged for the work concerned. If the costs do turn out to be higher, the Designer is only obliged to carry out these repair work if the Client declares in writing in advance to pay for these additional costs.
- 9.3 The Client shall notify the shortcomings mentioned in this article within one month after they have become aware, or should reasonably have been, failing which any liability from the Designer excluded.

## ARTICLE 10 – DEFICIENCIES OF THE CLIENT

- 10.1 If and insofar as shortcomings in the performance of the work performed by Designer are the result of the circumstance that the Client has not, not timely or not sufficiently fulfilled its obligations in accordance with Article 6, the Designer is responsible for this at all.
- 10.2 In such a case, the aforementioned shortcomings will be repaired at the expense of the Client.

## ARTICLE 11 – TERMINATION BY CLIENT

- 11.1 The Client can terminate a given assignment at any time.
- 11.2 Termination of the assignment must take place by registered letter.
- 11.3 The assignment given to the Designer does not lapse due to the death of the Client; his rights and obligations are transferred to his heirs and / or legal successor.

## ARTICLE 12 – SUSPENSION / DISSOLUTION / TERMINATION BY DESIGNER

- 12.1 Without prejudice to the general suspension or dissolution authority referred to in these General Terms and Conditions, Designer has, if the Client fails to comply with any obligation arising from the Agreement concluded by the Parties on time, or has filed for bankruptcy or a moratorium (by a third party), under the Client. attachment has been levied in whatever form, the Client liquidates his company in whole or in part, or shuts down or transfers it, does not pay the invoices owed by him on time, the right to:
- at any time to terminate an assignment given, which termination must be effected by registered letter;
  - to request advance payment or security from the Client - for all existing Agreements or to be concluded in the future and - before Designer commences the delivery of its (further) activities;
  - to suspend the provision of its services;
  - the relevant Agreement in whole or unless performed partially decomposed to consider, by sending to the Client written notification to the Client , without judicial intervention being required, without prejudice to the Designer accruing rights to compensation for termination;
  - if Designer makes use of its rights as set out in this article, Designer is never liable towards the Client for any damage arising from this, both direct and indirect.

## ARTICLE 13 – DELIVERY, DELIVERY TIME AND DELIVERY

- 13.1 Subject to further Agreement (s) between the Client and the Designer, the necessary documents, books, records and / or other data, etc. will be delivered by or on behalf of the Client to the Designer, as well as the delivery by the contractor to the Client , to be determined by the Designer. manner and in a form and number to be determined by Designer.
- 13.2 If the Client fails to comply with the provisions referred to in sub 1 , regardless of the reason, the Designer is authorized to suspend his activities. Any damage resulting from this, in whatever form and extent, cannot lead to liability of the Designer.

## ARTICLE 14 – RIGHT OF RETENTION

- 14.1 The Client and Designer explicitly agree that Designer is authorized to suspend delivery of goods until the Client fulfills its obligation to pay outstanding invoices, including interest and costs owed on them, as well as its obligation to compensate Designer for damage in the within the framework of the legal relationship in question, or has provided a security deemed adequate in banking, for example an irrevocable bank guarantee.
- 14.2 The items referred to under a. In any case include books, documents, documents, administrative data and other data (carriers) that have been established with regard to the performance of the assignment.

## ARTICLE 15 – FORCE MAJEURE

- 15.1 In the event of a strike, theft, government measures, fire, computer defects, epidemics, loss of data, war, water damage and any other circumstances that prevent performance of the Agreement, whether or not temporarily, the Designer has the right to either terminate the Agreement. dissolve by registered letter, or add the duration of the force majeure to the delivery time.
- 15.2 In the event of force majeure, Designer is obliged to immediately inform the Client of this.
- 15.3 The Client is liable for any damage caused by damage or destruction of pieces or records of third parties, which Designer has in custody for the Client.
- 15.4 In the event of a situation of force majeure that lasts longer than one month, the Client has the right to cancel the Agreement . This cancellation must be effected by registered letter and must be received by Designer before the force majeure ends.
- 15.5 The aforementioned termination does not release the Client from its obligation to pay the provisions of Article 24. The costs that fall between the date of the last invoice and the date of dissolution will be borne by the Client. In the event of dissolution, the client cannot claim any compensation.
- 15.6 Upon resolution of the force majeure, Designer will inform the Client of this as soon as possible, after which Designer will resume the execution of the assignment.

## ARTICLE 16 – FEES AND COSTS

- 16.1 The Client and Designer conclude the Agreement on a rate based on (a) Hourly Base or (b) Basis of Total Project:
- (a) Design work is on an Hourly Base. This Agreement includes unlimited revisions to Design Work at an equal hourly rate.
  - (b) Design work is based on Total Project rate basis . This Agreement includes 1 revision of Design Work. Any other revisions may be added to the total price, price will be determined later by Designer.
- 16.2 Any expenses excluding normal overhead are not included in this Agreement and will be charged separately. Examples of such expenses are: printing costs, telephone and personal consultation and travel costs.

## ARTICLE 17 – INTELLECTUAL PROPERTY

- 17.1 The Client and Designer agree that the Designer will hold Intellectual Property of the Design Work during the term of the Project . The Intellectual Property is transferred from Designer to the Client when the Client the Design Work acceptance and payment of the Project by Designer is received. The Client has a payment term of 14 days from the day that the Client agrees to the Design Work.
- 17.2 Designer is not responsible for any plagiarism committed in this Project.

## ARTICLE 18 – INSPECTION AND ACCEPTANCE

- 18.1 The Client will inspect the services or performances provided by the Designer before accepting them. If the performed services prove not to be satisfactory, the Client may require Designer to perform, replace or repair the performed work again in order to ensure that it fully meets the requirements. With total project rate, the Client may have the Designer 1 revised. On an hourly basis, the hours of the revisions are added to the total number of hours worked.
- 18.2 The Client is responsible for typing errors made in the Design Work. The Designer has no responsibility for typing errors with the result that additional costs may arise for both Parties.
- 18.3 Designer is not responsible for any color variations that may occur.
- 18.4 The Client signs an Acceptance File in which it is confirmed that the Client accepts the Design Work.

## ARTICLE 19 – FILES AND STORAGE

- 19.1 Designer agrees to the request of the Client to produce what is described in the project description. These files are supplied in the formats “.jpeg” or “.jpg”. Workable files can be provided in formats such as: “.ai, .psd, .pdf, .png, .eps and .svg”.
- 19.2 After delivery remains the Customer fully responsible for the submitted files. Designer is not responsible for the storage and safekeeping of files.
- 19.3 Client receives final Design Work after acceptance and payment.

## ARTICLE 20 – DISPLAYS

- 20.1 Designer can display materials and end result made for Client show on social media platforms and websites.
- 20.2 Design can display reviews on the social media’s of Bakx Design on social media platforms and websites with the given persons name, function (including company name), review text and profile picture of the Client. Direct contact information which can lead to the Client, like phone number, address or e-mail address will not be shared.

## ARTICLE 21 – TERMINATION OF THIS AGREEMENT

- 21.1 Both Parties understand that the Client or Designer may terminate the service at any time if, for whatever reason, the relationship is deemed unsatisfactory by either Party. In the event of written or verbal cancellation, the Client is responsible for all costs incurred and all work performed to complete the Project based on the percentage of the completed Project as determined by Designer.

## ARTICLE 22 – HEADS

- 22.1 Headings in this Agreement are for convenience only. Headings do not affect the terms themselves in any way and should not be construed in any way that would limit or otherwise affect the terms of this Agreement.

## ARTICLE 23 – PAYMENT

- 23.1 The invoice must be paid within 14 days after drawing the Acceptance File.
- 23.2 After the expiry of the period referred to in paragraph 1, the Client owes interest at the statutory interest pursuant to Article 6:119a of the Dutch Civil Code, whereby part of the month is regarded as the entire month.
- 23.3 After the expiry of the period referred to in paragraph a., The Client will also owe the Designer all reasonably incurred costs to obtain payment of the invoice out of court, which costs will amount to at least 15% of the principal sum with a sales tax of a minimum of 70 euros, without the Designer being obliged to demonstrate whether he actually incurred the relevant costs. Furthermore, in that case, the Client will owe the Designer all legal costs incurred by the Designer. If Designer engages third parties for judicial or extrajudicial activities, the Client will also owe Designer directly or indirectly all costs incurred by these third parties in connection with extrajudicial activities.
- 23.4 If a proper response to this request is not forthcoming as a result of a request to pay in advance or to provide security, Designer will be entitled in writing by registered letter or letter with confirmation of receipt or by fax with confirmation of dispatch and / or receipt with to dissolve the Agreement as of twenty-four hours after the date of dispatch, all this without prejudice to the right of Designer to payment for that which has already been delivered and to compensation due to him due to the dissolution.
- 23.5 Without prejudice to any notification by the Client when making his payment and without prejudice to the method of administrative processing of the payment by the Client , payments from the Client will always and exclusively be deemed to be deducted from the Designer's outstanding amounts. in the following manner. First of all, each payment will be deducted from

the collection costs and interest owed by the Client, then payments will be deducted from the oldest outstanding invoices from Designer.

#### ARTICLE 24 – PROCEEDINGS

- 24.1 All Agreements and between Client and Designer to which these General Terms and Conditions apply are governed by Dutch law.
- 24.2 All disputes relating to the Agreement and between the Client and Designer, to which these terms and conditions apply and which do not fall within the competence of the subdistrict court, will be settled by the competent court in the district in which Designer is domiciled, unless it concerns disputes. that do not relate to the business or profession of the Client .
- 24.3 The Client is free to follow the course of disciplinary proceedings.