

# General Terms and Conditions DimCoppen B.V.,

established and domiciled in 5932 CT Tegelen, Kaldenkerkerweg 33, the Netherlands, and registered with the Dutch Chamber of Commerce under the number 14065737, hereinafter to be referred to as "DIMCOPPEN".

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### Article 1 - Definitions

The capitalized terms in these General Terms and Conditions have the following meaning:

- Audiovisual works: every moving-image material or disassembly of sequential images, with or without sound.
- Budget: the total of estimated revenue and planned expenditure, established for a specified future period.
- Client: every party who requests a quotation or has concluded or wishes to conclude an Agreement concerning services or advice.
- Continuing performance Agreement: Agreement in which the Parties agree to provide continuous, recurring or consecutive performances at successive times.
- Agreement or Assignment: shall refer to the Agreement within the meaning of Article 7:400 of the Dutch Civil Code, DIMCOPPEN hereby commits to provide certain Services to the Client. The applicability of articles 7:404 (stating the intention for an assignment to be executed by a specific individual), 7:407 paragraph 2 (which establishes joint liability in the case of two or more people are provided with an assignment) of the Dutch Civil Code, will be excluded in its entirety
- Data carriers: CD-ROMs, DVDs, USB sticks, magnetic tapes and disks, optical discs and all other tools for capturing, editing, transmitting, reproducing or the publishing of texts, images, sound or other data, in its broadest sense.
- General Terms and Conditions or Terms: the present General Terms and Conditions.
- Order conformation: a confirmation in Writing of the Quotation by DIMCOPPEN.
- Parties: DIMCOPPEN and the Client(s) who have reached an (Continuing performance) Agreement.
- Quotation: any (Written) offer.
- Work: all activities for which DIMCOPPEN has received instructions or which are in any other account (directly) related to the Agreement or Quotation.
- Written or in Writing: in Writing shall also be understood to mean by fax or e-mail or any other means of communication which can, given the state of technology and conventional practices, be considered as equivalent thereto.

## **Article 2 - Applicability**

- 2.1. These General Terms and Conditions apply to all negotiations, offers, Quotations, Order confirmations, Agreements, Services, Work, or other legal relations on which DIMCOPPEN declared these Terms applicable, insofar as these Terms have not been explicitly deviated from by the Parties in Writing.
- 2.2. If the Client accepts and retains, without comment, a Quotation, Order confirmation or Agreement which refers to these Terms, the Client shall be deemed to have agreed to the application of these Terms in their entirety.
- 2.3. General terms and conditions of the Client do not apply. DIMCOPPEN explicitly rejects the applicability of any general terms and conditions imposed by the Client.
- 2.4. Only when explicitly agreed to in Writing, at the request of the Client and strictly concerning a given Agreement, it is possible to deviate from one or some of the provisions of these Terms without effecting or terminating the other provisions of these Terms.
- 2.5. If any provision of these Terms proves to be invalid in any way, this shall not affect the validity of the Agreement as a whole. The Parties shall in that case lay down (a) new provision(s) by way of replacement, which reflects the intent of the original provision as closely as possible.
- 2.6. In case of ambiguities or conflicts relating to the interpretation or content of these Terms or in case a conflict arises about something which is not regulated in these Terms, this will be assessed to the spirit of these Terms.
- 2.7. If DIMCOPPEN does not always require the strict compliance of these Terms, this does not imply that the stipulations do not apply or that DIMCOPPEN loses the right to require the strict compliance of these conditions in other cases.
- 2.8. DIMCOPPEN reserves the right to amend or supplement these Terms. Deviations also apply to Agreements already concluded.

## **Article 3 - Offers and Budgets**

- 3.1. All offers, such as Quotations and Budgets, made by DIMCOPPEN shall be without commitment.
- 3.2. Before DIMCOPPEN can be deemed bound to the acceptance of an offer, verbal promise, amendments and supplements of existing Agreements, the content of all pricelist attached to the offer, brochures and other information, DIMCOPPEN has to confirm this in Writing.
- 3.3. Assignments must be confirmed by the Client in Writing. If the Client fails to do so, but agrees that DIMCOPPEN commences the execution of the Agreement, the content of the Agreement will be deemed to be agreed upon.
- 3.4. The price calculation and conditions of a Quotation shall be valid for sixty (60) days from the date of the offer.
- 3.5. Every new price calculation and/or conditions of a Quotation by DIMCOPPEN will replace the previous one(s).
- 3.6. A composite price calculation shall not oblige DIMCOPPEN to deliver part of the proposal stated in this estimate for a corresponding part of the price.
- 3.7. The offers are based on the information known by DIMCOPPEN at the time of the offer and can be based on the information provided by the Client at the time of the price request.
- 3.8. If the Client accepts a Quotation, DIMCOPPEN shall be entitled to revoke its offer within two (2) workdays after the acceptance.
- 3.9. If the Client wishes to provide a similar Agreement to multiple suppliers simultaneously, he is required to notify DIMCOPPEN of this upfront in Writing, stating the names of the other suppliers. The Client is also obliged to do this when he has provided the same Agreement to other suppliers previously.
- 3.10. If DIMCOPPEN draws up a budget for third-party costs at the client's request, this budget will only be indicative. If desired, DIMCOPPEN can request quotes on behalf of the Client.

## **Article 4 - Agreement**

- 4.1. The Agreement between DIMCOPPEN and the Client is agreed upon for an undetermined period of time, unless the nature of the Agreement suggests otherwise or if Parties have agreed otherwise explicitly in Writing.
- 4.2. Apart from the effort of the Parties, the duration of the Order can be influenced by a wide range of factors such as the quality of the information given to DIMCOPPEN and cooperation. Therefore it is not possible for DIMCOPPEN to provide an exact indication of the time required for the execution of the Order.
- 4.3. Expected delivery times are determined approximately and can never be qualified as a fatal deadline. In case DIMCOPPEN fails to meet the deadline the Client needs to declare DIMCOPPEN in default in Writing and DIMCOPPEN should be allowed a reasonable period of time during which DIMCOPPEN can fulfil its obligations.
- 4.4. All media contracts are entered into after obtaining the order from and on behalf of the Client by and in the name of DIMCOPPEN. The Client is obliged to obtain the agreed upon quantity at the applicable price through DIMCOPPEN.
- 4.5. Specifications of the Products and Work to be delivered will be provided in good faith.
- 4.6. DIMCOPPEN reserves the right to temporarily or permanently suspend the execution of the Agreement without judicial intervention if the Client fails to (timely) meet any contractual obligation. Suspension of the execution of the Agreement will never entitle the Client to any right of compensation.

- 4.7. The Client is not allowed to employ employees of DIMCOPPEN directly or indirectly for as long as the affiliation between the Client and DIMCOPPEN persists, and for one (1) year after its completion or termination, without prior Written permission from DIMCOPPEN. In this context employees of DIMCOPPEN are understood to be persons employed by DIMCOPPEN or persons who were employed by DIMCOPPEN at the time of execution of the Agreement.

**Article 5 - Price**

- 5.1. The prices quoted by DIMCOPPEN shall apply only to Services and Products conforming the agreed specifications.
- 5.2. DIMCOPPEN is entitled to demand a full or partial advance payment.
- 5.3. Unless explicitly agreed otherwise, all prices quoted do not include costs to be incurred in the context of the Agreement such as travel and subsistence expenses, transportation costs, costs of postage, small materials, travel time, sales tax (VAT) and other government-imposed levies. If no fixed price is agreed, the price will be calculated on the basis of the hours spent.
- 5.4. All prices provided by DIMCOPPEN regarding, but not limited to advisories, coordination, concept development, web design, design and text work are always charged based on subsequent calculation of the hours actual spent at the applicable rates.
- 5.5. If no price, or only an estimated price, has been agreed upon between the Parties or if the price can be altered according to these Terms, the Client will be billed based on subsequent calculation including a reasonable profit mark-up.
- 5.6. If in the drawing-up of the budget certain costs or cost items cannot be estimated, because this example depends on the progress of the project or quotations from third parties or cannot be estimated with certainty for any other reason, a token entry can be included. The inclusion thereof shall be done retrospectively based on subsequent calculation including a reasonable profit mark-up.
- 5.7. The quoted prices for the Services and Products of DIMCOPPEN solely apply to the agreed upon specifications. DIMCOPPEN is entitled to increase the agreed price if, after the conclusion of the Agreement, unforeseen Work occurs, the costs concerning the execution of the Agreement increase or due to (amended) laws and/or regulations.
- 5.8. If the briefing of the Client requires the exploration of different possibilities by DIMCOPPEN before a final proposal can be drawn up, this Work will be part of the Agreement based on the final proposal. The costs will be charged to the Client.
- 5.9. If the fee of DIMCOPPEN is in any way dependent on facts or circumstances which must be apparent from the Client's administration, DIMCOPPEN has, upon receiving a statement of account from the Client, the right to control the Client's administration by a Chartered Accountant. If this review shows that the Client's statement does not correspond with the actual situation, the fee of this check will be borne by the Client.
- 5.10. Every manufactured sample will be charged in addition to the agreed upon price, unless the Parties explicitly agreed that the costs of these samples will be included in the price.

**Article 6 - Amendments, extra work and price or fee adjustments**

- 6.1. DIMCOPPEN will sincerely consider a request of the Client to amend or correct the Agreement, DIMCOPPEN is however under no obligation to accept such a request and can require a separate Agreement in Writing.
- 6.2. If DIMCOPPEN agrees to amend, complement or correct the Agreement, this may affect the agreed upon price or the agreed upon time. Reduced work may lead to a reduction of the agreed upon price, DIMCOPPEN however reserves the right to charge the Client with the costs incurred and lost profit.
- 6.3. If extra Work is required for the execution of the Agreement, which was not foreseen at the time of the conclusion of the Agreement or if this extra Work is due to the behaviour and/or concealment or false or unclear statements of the Client, the extra Work will be charged to the Client according to the usual rates of DIMCOPPEN. Extra Work as referred to in this Article includes but is not limited to waiting periods, extra travel time, modification by the Client concerning the originally agreed upon specifications, improper delivery/transfer by the Client and other delays attributable to the Client.
- 6.4. If a fixed price is agreed upon in the Agreement and the Parties intend to conclude a separate Agreement regarding extra Work or activities, DIMCOPPEN shall inform the Client in advance about the financial consequences of the extra Work or activities.
- 6.5. If the Client is unwilling to pay the additional costs due to the extra Work or activities, the extra Work or activities will not be executed. The Client is however bound to the original Agreement.
- 6.6. All prices can be indexed/adjusted annually on the 1st of January.
- 6.7. Exceeding the Budget or Quotation to 10% (excluding VAT) will be accepted by the Client as a budgetary risk and does not need to be reported in advance by DIMCOPPEN. Exceeding's due to sales conditions of suppliers of DIMCOPPEN and third parties engaged by DIMCOPPEN, for example the usual excess or short deliveries of the printing industry, are deemed to be known to the Client and shall not be viewed as the exceeding of the Budget, not even if these costs are not included in a supplementary Budget.

**Article 7 - Data supplied by the Client and the storage of data**

- 7.1. The Client guarantees to DIMCOPPEN that the submitted files and the execution of the Agreement, in particular concerning reproducing or publishing the Products received by the Client, includes but is not limited to plans, sketch proposals, design-, work- and detail drawings, models, texts, pictures, videos, software, data carriers, source codes, data files, semi manufactured products, production resources, utilities (such as printing plates, screen printing matrices, gravure cylinders, cutting dies, shapes, and embossing plates) and/or other (digital) materials and equipment will not infringe national, supranational or international laws and regulations regarding copyright or industrial property right or regulations concerning unlawful acts. The Client indemnifies DIMCOPPEN both judicial and extrajudicial for all third party claims based on laws and regulations.
- 7.2. If reasonable doubt arises or continues to exist regarding the validity of the rights claimed by third parties as referred to in the preceding paragraph, DIMCOPPEN is authorized but not obligated to suspend the execution of the Agreement until judicially and irrevocably is established DIMCOPPEN does not breach such rights by complying with the Agreement. DIMCOPPEN shall subsequently execute the Agreement within a reasonable term.
- 7.3. In the event that the Client is providing data carriers to DIMCOPPEN, these data carriers must comply with the specifications specified by DIMCOPPEN to the Client. In addition the Client needs to keep a copy or duplicate of his data carriers or makes it available to produce a duplication for his safekeeping.
- 7.4. If the data is supplied via a public telephone network or other direct connection, this can only be executed on previously, by DIMCOPPEN agreed upon, times at the expense and risk of the Client, in accordance with the conditions of the operator of this connection and in accordance with arrangements regarding methods and protocols agreed upon by both Parties.
- 7.5. Unless expressly agreed upon, DIMCOPPEN is not responsible for storing the Products to be delivered. If storage occurs, this shall be at the expense and risk of the Client and DIMCOPPEN is deemed to have fulfilled this obligation, except if counterevidence is provided.
- 7.6. The risk of damage or loss of information and Products is always for the Client, except in the event of serious default or negligence by DIMCOPPEN, regardless if the transport or shipment is made by or on behalf of DIMCOPPEN, the Client or a third party.
- 7.7. The risk of damage or loss of information and Products stored at the Client is express the risk of the Client.
- 7.8. If the Client and DIMCOPPEN have agreed with the Client delivering material or products for printing or processing, The Client shall ensure this delivery shall comply with a normal and timely manner of production. To achieve this, the Client will ask and follow instructions from DIMCOPPEN.
- 7.9. In addition to the material or Products required for the agreed upon performance or Products, the Client is required to provide a reasonable quantity for tests and set-up waste. The Client will ask DIMCOPPEN for the essential specifications. The conformation that the material or Products are received by DIMCOPPEN does not imply that a sufficient, or the amount stated on the shipping documents has been received.
- 7.10. DIMCOPPEN is not obliged to examine the Products received from the Client on their suitability prior to printing or processing.
- 7.11. The Client is obliged to inform DIMCOPPEN about particular difficulties or health hazards during the printing or processing of the materials and Products supplied.
- 7.12. DIMCOPPEN is entitled to the leftovers such as cutting waste, etc. of the material and Products supplied by the Client, as if it were her property. The Client is obliged to collect the unused materials, Products and residues at the request of DIMCOPPEN.
- 7.13. After completing the Assignment, neither the Client nor DIMCOPPEN have a safekeeping obligation concerning the materials and data used.

**Article 8 - Execution of Work**

- 8.1. DIMCOPPEN will execute its Work and Services to the best of its knowledge and ability and in accordance with the demands of a professional practice, which implies only an obligation to provide the best possible effort.
- 8.2. The Assignment will typically be executed from (one of) DIMCOPPEN's business location (s). Full or partial service may be executed at the Client's office, if this was agreed upon.
- 8.3. The Client is obliged to provide full support to everything DIMCOPPEN deems necessary and/or useful to be able to proper execute the Work and Agreement to the best of its abilities. This includes:
- a. the availability (of employers) of the Client for the duration of the contracted period;
  - b. access to all relevant documents and files;
  - c. providing DIMCOPPEN with any data or information useful and necessary in good time;
  - d. the availability of (office) facilities when required.
- 8.4. If DIMCOPPEN needs assistance of third parties to enforce the provisions mentioned in the previous paragraph, including however not limited to an accountant, legal expert/lawyer or other consultant, the associated costs will be borne by the Client, unless agreed otherwise in Writing.
- 8.5. The Client guarantees that any information provided is correct, reliable and complete and DIMCOPPEN is not obliged to check this information. The Client guarantees that she is authorized to supply DIMCOPPEN with the information. The Client indemnifies DIMCOPPEN against any possible third-party claims.

- 8.6. Unless agreed otherwise in Writing, the Work does not include research to the existence of patent rights, trademark rights, drawing or design rights, copyrights and portrait rights of third parties. This also applies to any possible investigation into the possibility of such forms of protection for the Client.
- 8.7. DIMCOPPEN is entitled, without the explicit consent of the Client, to make use of third parties when executing the Agreement.
- 8.8. If third parties are engaged for the execution of the Agreement, this will be in consultation with the Client whenever possible and with due care. DIMCOPPEN is not liable for omissions, errors or failures of the third party. DIMCOPPEN is authorized to accept liability restrictions of the third party. Not only DIMCOPPEN, but all persons who have been engaged in the performance of the client assignment, shall have the right to invoke these Terms.
- 8.9. The Client is not authorized to transfer any obligations resulting from the Agreement to third parties, either in part or in full, unless agreed otherwise in Writing.
- 8.10. The Client shall indemnify DIMCOPPEN against all claims by third parties relating to or arising from the Agreement.
- 8.11. If a third party inflicts damage to the Client, customers of the Client, employees of the Client or to other individuals and this damage is in relation to the execution of the Agreement, this third party will be independently liable to the Client, customers of the Client, employees of the Client or to other individuals.
- 8.12. DIMCOPPEN reserves the right to temporarily or permanently suspend the execution of the Agreement, if there are reasonable grounds for doing so.

#### **Article 9 - Delivery**

- 9.1. DIMCOPPEN is entitled but not obligated to deliver the order partially.
- 9.2. Unless agreed otherwise, on-site delivery shall be where DIMCOPPEN conducts business.
- 9.3. The Client shall do everything in its power to facilitate delivery by DIMCOPPEN of the Products in accordance with the Agreement. In case the Client fails to collect the Products after the first request of DIMCOPPEN or in case delivery at the address of the Client is agreed upon and the Client refuses to accept the Products this shall constitute default on the part of the Client even if no explicit request for acceptance has been made.
- 9.4. The Client shall check the Products carefully right after delivery. Any possible right of reclamation in relation to the Products as well as (transportation) damage must be noted on the consignment- or delivery note on delivery, failing of which will result in a compelling evidence of the consignment- or delivery note proving the right amount and complying Product are received free of (transportation) damage.
- 9.5. Partly defects of the delivered Products does not give the Client the right to reject or refuse the entire delivery.
- 9.6. If the transport of the Products to be delivered is agreed upon, the costs will be borne by the Client, unless delivery paid by DIMCOPPEN is explicitly agreed upon. The Client shall always bear the risks during transport. Transport includes the transmission of data through the telephone network and any similar transmission with the use of any technical means. The acceptance of Products from DIMCOPPEN by the carrier is proof that they appeared to be in good condition, unless the contrary is noted on the consignment- or delivery note.
- 9.7. DIMCOPPEN is not responsible for receiving postal items (in time).
- 9.8. A service/advice/website is considered to be delivered:
  - a. When DIMCOPPEN has notified the Client of the completion of the service/advice/website either in Writing or verbally and the Client has approved the result of the service/advice/website;
  - b. 4 (four) business days after DIMCOPPEN has notified the Client in Writing that the service/advice/website has been completed and the Client has failed to inspect the result of the service/advice/website within that term;
  - c. When the result of the service/advice/website is used by the Client, provided that with the use of a segment that segment is deemed to be delivered.

#### **Article 10 - Approval**

- 10.1. The Client is obliged to carefully examine the suggestions, tests, models, dummy's, imagery, texts or other works received from DIMCOPPEN on defects and faults, and return to DIMCOPPEN corrected or approved with due speed and/or according to (agreed upon) planning.
- 10.2. Approval of the Work by the Client constitutes acknowledgment that DIMCOPPEN has correctly performed the Work performed prior to the approved Work.
- 10.3. DIMCOPPEN is not liable for defects, errors and faults that have remained unnoticed in the Works approved or corrected by the Client.
- 10.4. DIMCOPPEN may draw up contact reports of all suitable contacts with the Client, which may be sent to the Client for approval.
- 10.5. If the Client has not responded in Writing within 4 (four) business days after delivery, the concerning Work or report will be considered correct and the Parties will be bound by it.
- 10.6. If the Client wishes to make changes after approval of a Work or report, DIMCOPPEN will incur additional costs. To perform the additional work, a Quotation with regard to the additional costs will be provided to the Client. After the acceptance of the Quote by the Client, DIMCOPPEN will perform the additional Work.

#### **Article 11 - Deviations**

- 11.1. Deviations between the work supplied and the original design, drawing, copy or model and the printing proofs, typesetting proofs or other proofs may not constitute grounds for disapproval, discount, termination of the Agreement or compensation, if such deviations are of minor significance.
- 11.2. In assessing whether or not deviations in the overall Work should be regarded as minor, a representative sample shall be taken from the Work, unless it concerns individually identifiable items.
- 11.3. Deviations which reasonably have no or a minor effect on the functional value of the Work, taking into account all circumstances, will always be considered to be minor variations.
- 11.4. Deliveries in excess or short of the quantity agreed upon shall be allowed if such deliveries are not in excess or short of the following percentages
  - a. Editions up to 20,000 (twenty thousand) items: 10% (ten percent)
  - b. Editions of 20,000 (twenty thousand) and more: 5% (five percent)
- 11.5. Packaging printwork, labels and continuous forms are always subjected to a permitted variation of 10%. The additional or reduced quantity supplied is charged or settled.
- 11.6. Concerning the quality and grammage of paper and cardboard, the deviations permitted by the tolerance standards mentioned in the most recent version of the General Terms and Conditions of the Dutch Paper Wholesalers Association shall be regarded as minor variations.

**Article 12 - Representation Client towards third parties by DIMCOPPEN**

- 12.1. DIMCOPPEN may represent the Client towards third parties, including, but not limited to, a production and/or media company provided it is appropriate within a reasonable execution of the Agreement. DIMCOPPEN will, unless expressly agreed otherwise in Writing, never be an independent party to such an agreement.
- 12.2. The Client accepts that the third parties involved in this process use specific agreements, fees and payment terms. These specific agreements will be made available to the Client by the contractor as soon as possible. The Client is required to comply with these specific terms and at the first request of this third party and/or contractor in relation to these specific agreements and/or to comply with and/or follow instructions.
- 12.3. Prior to providing final approval to the third party concerned, the Client must have approved the latest proposals, tests, models, dummy's, footage, texts or other works in Writing.
- 12.4. Even if DIMCOPPEN's activities referred to in this Article are not included separately in the Offer or Budget, they will be reimbursed by the Client.

**Article 13 - Cancellation Agreement**

- 13.1. The Client is entitled to cancel an Agreement (partially), provided that he compensates for the damage caused to DIMCOPPEN. This loss includes losses incurred by DIMCOPPEN and lost profits, determined at 25% (twenty five percent) of the price agreed upon, and at least the costs already incurred due to preparation, including but not limited to already completed Work, plan proposals, campaign proposals, sketches, designs, texts, coordination, procured materials, supplied services by third parties and surcharges on purchases.
- 13.2. Cancellation by the Client needs to be dated and in Writing. The Client cannot derive any rights from a verbal cancellation. The cancellation shall only be valid when it is signed by the Client and in the possession of DIMCOPPEN.
- 13.3. If the Agreement is prematurely terminated for whatever reason, the Client is not permitted to use the delivered Products (any longer). Every (user) licence relating to the Agreement will be void.

**Article 14 - Premature termination of a Continuing performance Agreement**

- 14.1. A Continuing performance Agreement with a specified time cannot be prematurely terminated.
- 14.2. After the expiry of the time specified in the Continuing performance Agreement, the Agreement shall be extended automatically for the same period of time, but at least for 12 (twelve) months, unless the Client informs DIMCOPPEN about the termination of the Agreement by registered mail before the ending of the (extended) Agreement and with a 6 (six) months' notice.
- 14.3. A Continuing performance Agreement without a specified time is entered into for an undetermined period and can only be terminated by the Client by registered mail with a 6 (six) months' notice.
- 14.4. If the Client initiates termination of the Agreement due to non-performance, DIMCOPPEN is, due to the incurred loss of capacity, entitled to be compensated. The average monthly invoice amount will be the basis. The Client is furthermore obliged to indemnify DIMCOPPEN against claims from third parties resulting from the cancellation or premature termination of the Continuing performance Agreement.
- 14.5. If the Continuing performance Agreement is terminated by DIMCOPPEN due to non-performance of the Client, the Client shall pay the fee and the costs incurred relating to the Work performed until that moment, in addition to compensation payment. Behaviour by the Client, on the basis of which DIMCOPPEN cannot reasonably be required to complete the Assignment, is considered to be an attributable shortcoming in this context.
- 14.6. If the Continuing performance Agreement is prematurely terminated for whatever reason, the Client is not permitted to use the delivered Products (any longer). Every (user) licence relating to the Agreement will be void.
- 14.7. Without prejudice to these General Terms and Conditions, DIMCOPPEN reserves all rights to claim full compliance with the Continuing performance Agreement and/or full compensation.

#### **Article 15 - Force majeure**

- 15.1. In these Terms and Conditions, force majeure is defined, in addition to the relevant definitions in the law and in case law, as all external causes, foreseen or unforeseen, which DIMCOPPEN cannot influence, but as a result of which DIMCOPPEN is unable to perform its obligations. Force majeure shall in any event include: strike, excessive (temporarily) absenteeism of the staff, fire, technical or operational defects at the office of DIMCOPPEN or third parties, according to the evaluation of DIMCOPPEN the lack of sufficient cooperation or the provision of incorrect data by the Client.
- 15.2. The Client cannot claim force majeure in the case of:
- a. The inability to pay from the Client or its client(s);
  - b. Amendments in regulatory requirements and government regulations and court decisions if they cause obstacles or damage for the Client.
- 15.3. If DIMCOPPEN is not able to fully fulfil its contractual obligations due to force majeure for a period lasting longer than 90 (ninety) days, both Parties are entitled to terminate the non-feasible part of the Agreement in Writing
- 15.4. In the case of force majeure the Client is not entitled to any compensation.
- 15.5. In the event of force majeure DIMCOPPEN will retain its rights to payment of the part of the Agreement which has already been delivered/completed.
- 15.6. If the Client terminates the Agreement in the event of force majeure, the Client is obligated to pay DIMCOPPEN a reasonable compensation for costs, suffered losses and lost profits DIMCOPPEN has incurred.

#### **Article 16 - Payment**

- 16.1. Unless agreed otherwise in Writing, the term of payment of any invoice is 14 days following the date of the invoice.
- 16.2. DIMCOPPEN can send its invoices by post or by email.
- 16.3. If the Client disagrees with the amount of the invoice, the Client should make his view known in Writing within 7 (seven) days of the invoice date. After expiration of this period the Client is assumed to consent.
- 16.4. Any objections against the amount invoiced do not suspend the Client's payment obligations.
- 16.5. The Client cannot claim settlements or suspensions on any account whatsoever.
- 16.6. For long-term or sizeable commissions, DIMCOPPEN can require payment in instalments.
- 16.7. DIMCOPPEN is entitled to suspend the supplying of all Products in its possession of, or on behalf of, the Client and to keep these Products in its possession until the Client has fulfilled all of its obligations.
- 16.8. The Client shall, at all times and regardless of the agreed upon payment conditions, be required to establish safety using security rights in or on lieu of payments on products belonging to DIMCOPPEN, on the first request of DIMCOPPEN, for the payment of the amounts to be paid to DIMCOPPEN pursuant to the Agreement. The security provided has to be of such extent that the amounts to be paid to DIMCOPPEN as well as any related interests and costs will be covered adequately and DIMCOPPEN will be able to collect without difficulty. If a security gets insufficient the Client will supplement the security to be adequate at the first request of DIMCOPPEN.
- 16.9. In the event of well-founded fear of non-performance, or if the Client is declared bankrupt or a request for his bankruptcy is filed at the court, if the Client has applied for or been granted suspension of payment, if the Client's company is discontinued or liquidated, if Products of the Client are subjected to an attachment, or if the Client is placed under administration or guardianship the Client will be deemed to be in default.
- 16.10. If the Client is in default as stated in the paragraph above, DIMCOPPEN also has the right to terminate or suspend performance of the Agreement or any part thereof not yet performed without notice of default or judicial intervention, without any right to compensation of losses for the Client that might arise because of this.

#### **Article 17 - Unpaid invoices**

- 17.1. If the Client fails to pay within the payment due date as stated in these General Terms and Conditions the Client will be in default and DIMCOPPEN has the right, without any demand or notice of default being required, to charge the statutory (commercial) interest, increased with 3 (three) percent, per month from the due date until the day of payment in full, such without prejudice to the further rights of DIMCOPPEN.
- 17.2. To increase assurance regarding the payment of all amounts which are or will become due to DIMCOPPEN, the Client will, by placing the order, grant DIMCOPPEN the first right of pledge on all trademarks, models or other works. The acceptance of these General Terms and Conditions by the Client will provide sufficient evidence of the existence of this pledge. If the Client is in default with payment, DIMCOPPEN is entitled to effectuate this right by entering the pledge in the relevant Register(s), with cooperation and at the expenses of the Client. The pledge will expire as soon as the Client has fully fulfilled his obligation to pay outstanding invoices, as well as fines and any compensation for damages resulting from failure to comply with one or more Agreements. The registration of the pledge will then, at the expenses of the Client, be revoked
- 17.3. Possible discounts provided expire automatically in the event of default.

- 17.4. If the Client is in default with payment of the amount due in full, the mere fact of the late payment will make all the other outstanding receivables immediately due and payable, such without prejudice to the further rights of DIMCOPPEN.
- 17.5. As from the moment the Client fails to (no longer) meet his payment obligations or is in default in any other way, the Client is not permitted to use the delivered Products (any longer). Every (user) licence relating to the Agreement will be void, unless the default is insignificant relating to the overall scope of the Agreement.
- 17.6. Without prejudice to the provisions in this Article DIMCOPPEN is, without the requirement of any notice of default or judicial intervention, entitled to suspend the execution of the Agreement or to dissolve the Agreement in whole or in part and to claim an immediately payable fine of 10 (ten) percent of the total amount of the Clients payables.
- 17.7. All judicial and extrajudicial costs DIMCOPPEN has to make due to non-compliance to its payment obligations by the Client, shall be borne by the Client. These costs amount to at least 15 (fifteen) percent of the amount due with a minimum of € 150.00.
- 17.8. All reasonably incurred costs arising from judicial and extrajudicial actions to collect the receivables from the Client shall be borne by the Client.
- 17.9. Payments made by the Client shall first be applied to settle all interest and costs payable and subsequently to pay those invoices which have been outstanding for the longest period.
- 17.10. At instalments payments the collection will be continued until the costs and interest are paid as well.
- 17.11. In the event of a jointly granted Assignment, all Clients, or customers shall be jointly and severally liable as separate (legal) persons for the payment of the payment obligations arising from the Agreement.

#### **Article 18 - Decommissioning**

- 18.1. DIMCOPPEN is entitled to discontinue the operation of the Products and/or the Services temporarily or to restrict its use if the Client fails to meet the requirements of the Agreement or violates the obligations of these General Terms and Conditions. DIMCOPPEN will notify the Client in advance unless this cannot be reasonably required of DIMCOPPEN. The obligation to pay the amounts due will remain during decommissioning.
- 18.2. Products and Services will be put back in operation if the Client fulfilled his obligations within a term specified by DIMCOPPEN and has settled the fee for this service determined by DIMCOPPEN.
- 18.3. DIMCOPPEN will make it impossible to access the website and/or information of the Client, or shall remove the website and/or information once a court or other competent authority has ordered this. DIMCOPPEN shall not be liable to the Client for this action.

#### **Article 19 - Right of retention**

- 19.1. The Client and DIMCOPPEN expressly agree that DIMCOPPEN is authorized to suspend the delivery of Products which DIMCOPPEN has in its possession until the Client fully fulfils his obligation to pay outstanding invoices, including any related interests and costs, as well as any compensation for damages relating to the contractual/legal relation or has provided sufficient security for example via an unconditional and irrevocable bank guarantee.
- 19.2. The Products referred to in paragraph 1 shall include but are not limited to books, documents, papers, administrative data and other data (carriers) established in relation to the execution of the Agreement.

#### **Article 20 - Right of reclamation**

- 20.1. Any possible defaults in the delivery of Products or complaints about the Services of DIMCOPPEN must be reported to DIMCOPPEN immediately following discovery. Furthermore the Client needs to notify DIMCOPPEN in Writing within 7 (seven) days after discovery, specifying the nature and grounds of the defaults and the establishing of the default in detail
- 20.2. If a complaint is made in time and, to the judgement of DIMCOPPEN is truthful, DIMCOPPEN will repair the defaults or defects within a reasonable time. The Client is however obliged to pay for the executed work and bought Product.
- 20.3. If the performance of the agreed Services has become impossible or purposeless, DIMCOPPEN will only be liable within the limits of the provisions of Article 24.
- 20.4. The performance of DIMCOPPEN is deemed to be correct if the Client does not claim within the set term, if the Products are (partially) taken into use, prepared or processed, delivered to third parties or had them put into use, had them treated or processed or supplied to a third party, unless the Client has complained in time.

#### **Article 21 - Ownership and reservation of ownership**

- 21.1. All non-consumable Products delivered or supplied by DIMCOPPEN remain the property of DIMCOPPEN. If these Products remain at the working site, they must be returned by the Client in decent condition within 7 (seven) days.
- 21.2. Both the ownership and the intellectual property rights of all delivered Products, Products to be delivered and/or Services will, at all times, remain with DIMCOPPEN unless agreed otherwise in Writing. If agreed otherwise in Writing, the ownership of the delivered Products and Services will only be transferred if the Client has fully fulfilled his obligation to pay outstanding invoices, as well as fines and any compensation for damages resulting from



failure to comply with one or more Agreements. The risk related to the delivered Products and/or Services will transfer as from the moment of pick up or delivery.

- 21.3. Damage to or loss of these Products caused by or due to the Client, its subordinates or other persons employed by the Client for the execution of the Work must be repaid or reimbursed (at purchase price) by the Client to DIMCOPPEN.
- 21.4. The Client is not authorized to sell, pledge or in any other way encumber the Products subjected to the reservation of ownership. The Client is obliged to keep the Products subjected to the reservation of ownership properly and individually identifiable.
- 21.5. If a third party seizes or wishes to establish or claim a right to the Products subjected to the reservation of ownership, the Client is obliged to inform DIMCOPPEN in Writing without any delay.
- 21.6. If DIMCOPPEN wants to effect its ownership rights as stipulated in this Article, the Client hereby unconditionally and irrevocably authorises DIMCOPPEN, or third parties to be designated by DIMCOPPEN, to access all the locations where the property of DIMCOPPEN is located and to reposes this property on the expenses of the Client.

#### **Article 22 - Intellectual property right**

- 22.1. Unless agreed otherwise, all intellectual property rights arising from the Agreement, – such as patent rights and copyright – including moral rights, are vested in DIMCOPPEN and/or its licensors. If such right can be acquired only by registration, only DIMCOPPEN is authorized to do so.
- 22.2. DIMCOPPEN will add a watermark to all its Audiovisual works and will only remove it when the Client has fully complied with its obligations following from the Agreement.
- 22.3. If the Client supplies (Audio)visual or other materials to DIMCOPPEN for the recording of any Product to be manufactured, the Client declares, solely by supplying the material, that he is entitled to the intended use and this use will not infringe any intellectual property rights. The Client will indemnify DIMCOPPEN from third party claims and will compensate for any damages suffered by DIMCOPPEN.
- 22.4. DIMCOPPEN is entitled to mention its name in the design or on the title role of (Audio) visual work at any time. DIMCOPPEN is entitled as well to mention the names of other designers and/or the (Audio) visual work.
- 22.5. All items manufactured by DIMCOPPEN, like texts, designs, production resources, semi-finished products and tools, and in particular type, design drawings, models, working and detail drawings, data carriers, computer software, data files, photos, lithographs, clichés, films, montages of images of micro and macro scale and peripheral equipment, shall remain the property of DIMCOPPEN, even if they are specified as a separate item in the Quotation or on the invoice. DIMCOPPEN is not required to issue the Products mentioned above to the Client. DIMCOPPEN is not required to safe keep the Products referred to for the Client. If DIMCOPPEN and the Client agree that these Products will be stored by DIMCOPPEN, this will be for the maximum period of 1 year and without DIMCOPPEN being eligible for repeated use. Publication of the specified Products is solely permitted after Written and unambiguous consent of DIMCOPPEN.
- 22.6. Without Written permission of DIMCOPPEN the Client shall never be entitled to process, edit or challenge the intellectual property rights of DIMCOPPEN in any other way.
- 22.7. When the Client has fully fulfilled his obligations following from the Agreement, he obtains an exclusive right to integral publication and reproduction of the (Audio)visual work for the distribution area in conformity with the destination as agreed upon in the Agreement. If nothing is defined about the destination, the first use will be regarded as the agreed upon destination.
- 22.8. The Client will only be entitled to any use of any intellectual property rights covered Product as referred to in this article of DIMCOPPEN, when full payment of all sums due by DIMCOPPEN are made. If a payment due date is not yet expired, any use will automatically be deemed to take place under the dissolving condition that payment will be made in time. In the event of overdue payment, DIMCOPPEN will be entitled to terminate any use.
- 22.9. The price agreed upon between the Parties includes the fee for the agreed upon use of the (Audio)visual work regarding the distribution area and the primary destination as defined in the Agreement. For other use, reproduction, reuse or more extensive use of the (Audio)visual work than agreed upon, whether or not in a modified way, an additional agreement concerning compensation must be concluded between the Parties.
- 22.10. Without Written permission of DIMCOPPEN the Client shall not be entitled to use proposals, treatments, designs or (Audio) visual works partly or as a whole in any other way than agreed upon.
- 22.11. If the Client fully complies with his obligations to DIMCOPPEN, the Client obtains a non-exclusive and non-transferable right of use for the Products and/or Services provided by DIMCOPPEN for the agreed upon purpose and duration. The Client will strictly adhere to the terms imposed on him stipulated in these General Terms and Conditions or elsewhere.
- 22.12. All intellectual property rights which may or will be exercised regarding the execution of the Agreement – no matter where or when – are vested in DIMCOPPEN. Pursuant to these General Terms and Conditions, these rights will be transferred by the Client to DIMCOPPEN at the moment they arise, which transfer will hereby be accepted by the Client if the situation occurs.
- 22.13. If a further deed is required for the transfer of the rights as referred to in the previous paragraph of this Article, the Client will lend its cooperation for the transfer of these rights, without subjecting its cooperation to any further

conditions at the first request of DIMCOPPEN. The Client will irrevocably authorise DIMCOPPEN to have these intellectual (property) rights entered into the appropriate registers

- 22.14. The Client explicitly waives all moral rights, within the meaning of the Dutch Copyright Act to such extent as is permitted by the applicable regulations. Furthermore the Client explicitly waives all moral rights from his employees or third parties engaged by the Client to such extent as is permitted by the applicable regulations.

#### **Article 23 - Confidentiality**

- 23.1. Parties are bound by confidentiality with respect to each other's (business) information. It is known to Client that the software, equipment and other materials, made available might contain confidential information as well as trade secrets from DIMCOPPEN, its licensors or third parties engaged by DIMCOPPEN. The Client is obliged to use this software, equipment and other materials confidential and not to disclose its information or let it be utilized by third parties, and to only use them for the purpose for which they are made available. Both Parties shall also impose this obligation on their employees and third parties engaged by them for the execution of the Agreement.
- 23.2. All information is regarded as confidential, unless the information is labelled non-confidential or if the information was already public before one of the Parties published the information in any way.
- 23.3. DIMCOPPEN has the right to use the name of the Client in its statements to third parties, unless the Client requests otherwise in Writing.
- 23.4. The Client agrees to indemnify DIMCOPPEN for every damage and/or costs which DIMCOPPEN consequently suffers if one of the provisions of this Article is breached.
- 23.5. If a breach of this provision regarding the confidentiality occurs, the Client will owe to DIMCOPPEN an immediately payable fine of € 10,000.00 and a fine of € 1,000.00 for every day that the violation continues, without prejudice to DIMCOPPEN to claim full compensation for damages and costs and interest as well, if the actual damage exceeds the amount of the fine.

#### **Article 24 - Liability**

- 24.1. DIMCOPPEN shall only liable for (partly) incorrect execution or non-performance of the Agreement if the damage arises directly from deliberate default and wilful misconduct on the part of DIMCOPPEN.
- 24.2. DIMCOPPEN is not liable for the quality, cost, and timely delivery of services and products purchased for the Client at third parties, nor if DIMCOPPEN purchases and resells the services or products from third parties to the Client, nor if DIMCOPPEN passes on orders to third parties for the benefit of the Client, nor if DIMCOPPEN instructs third parties.
- 24.3. DIMCOPPEN shall only be liable for direct damage. Explicitly excluded is any liability of DIMCOPPEN for any indirect or consequential damage, decrease of profits and turnover, damage by company stagnation, fines and compensation payable to third parties, reduced goodwill, damage caused by auxiliary persons or third parties DIMCOPPEN has engaged in the execution of the Agreement, or for the failure of equipment, software, data records, registers or other products.
- 24.4. DIMCOPPEN is not liable for damage resulting from the inaccessibility of a website hosted by DIMCOPPEN (or a third party engaged by DIMCOPPEN), if its inaccessibility is caused by external factors beyond the scope and responsibility of DIMCOPPEN, such as an interruption of the internet and/or power supply and defects in the performance of equipment and/or services provided by third parties. DIMCOPPEN is nether liable if third parties with malicious intentions access the website or digital environment hosted by DIMCOPPEN (or a third party engaged by DIMCOPPEN) unauthorized, with or without payment, provided that DIMCOPPEN practises the care that can reasonably be expected concerning the security of the systems used by DIMCOPPEN. The Client is deemed to be aware of the fact that the accessibility of the Products and/or Services provided by DIMCOPPEN the internet and/or via other electronic forms of communication may constitute a risk that cannot be prevented with the aforementioned security.
- 24.5. DIMCOPPEN is not liable for damage and/or specifications to materials or Products (received from the Client) to be printed, treated or processed by DIMCOPPEN, if the Client has not specified the characteristics and nature of the materials or products supplied at the time of entering into the Agreement or if the Client has provided DIMCOPPEN with incorrect information regarding the applied pretreatments and the applied surface treatments.
- 24.6. DIMCOPPEN cannot guarantee characteristics such as durability, adhesion, shine, color, light or color fastness or abrasion resistance if the Client has not specified the characteristics and nature of the materials or products supplied at the time of entering into the Agreement or if the Client has provided DIMCOPPEN with incorrect information regarding the applied pretreatments and the applied surface treatments.
- 24.7. The liability of DIMCOPPEN for damage suffered by the Client as a consequence of an attributable shortcoming by DIMCOPPEN in the fulfilment of its obligations under the Agreement, is per event and at all times limited to the sum actually paid out by the Business Liability Insurance of DIMCOPPEN in the case concerned.
- 24.8. If the insurance does not cover the damage, the liability of DIMCOPPEN shall be limited to the amount of the invoice relating to the Work which caused the damage. At least for that part of the Agreement to which liability applies and excluding the costs incurred at third parties, relating to that specific part of the Agreement to which liability applies. In case of an Agreement with a time of completion over three months the liability of DIMCOPPEN

shall be limited to an amount equal to the payments that the Client owes to DIMCOPPEN relating to the last three months of the Agreement (exclusive of VAT).

- 24.9. If DIMCOPPEN is liable for the damages pursuant to the previous paragraph, the damage will only be eligible for reimbursement if the Client has limited the damage with everything in his power and if the Client informed DIMCOPPEN about the damage in Writing within 7 (seven) days after the damage has arisen, unless the Client can sufficiently demonstrate that, within reason, he was not able to inform DIMCOPPEN earlier.
- 24.10. DIMCOPPEN shall not be liable for damage of any nature resulting from the use by DIMCOPPEN of incorrect and/or incomplete data provided by the Client.
- 24.11. DIMCOPPEN is not liable for faults in suppliers' offers or for the price in the quotation being exceeded by suppliers.
- 24.12. DIMCOPPEN is not liable for errors in the design or text/data, if the Client has approved or has been provided with the occasion to check the Product or Service and has indicated that such a check is not required.
- 24.13. DIMCOPPEN shall not be liable for damage of any nature arising from or subsequent upon the moment the Products are taken into use, are prepared or processed, delivered to third parties or had them put into use, had them treated or processed or supplied the Products to a third party.
- 24.14. DIMCOPPEN is not liable for errors in the design or in the text/data if the Client has not had a particular model or prototype prepared or a particular test performed and the errors would have been apparent in such a model, prototype or test.
- 24.15. Any claim made against DIMCOPPEN, lapses after the mere course of a period of 1 (one) year from the time the Assignment is completed.
- 24.16. Under no circumstances DIMCOPPEN shall be liable for losses due to force majeure as mentioned in Article 15 of these General Terms and Conditions.
- 24.17. A potential liability regulation clause included in the Agreement or these General Terms and Conditions is not applicable:
- a. in case of deliberate default and wilful misconduct on the part of the Client or its management or any persons overseeing the Agreement; or
  - b. in case of infringement of intellectual property rights mentioned in Article 22 of these General Terms and Conditions.

#### **Article 25 - Insurance and deposits**

- 25.1. The Client declares to have an adequate retrievable insurance for those Products of which the ownership has not yet transferred to the Client fully (and to keep these Products insured), to cover possible damage caused by fire, theft, other contingencies from outside and claims made by third parties. The Client shall bear the relating costs. The Client is obliged to allow inspection of the insurance policy at the first request of DIMCOPPEN.
- 25.2. DIMCOPPEN reserves the right to acquire an additional deposit.
- 25.3. All costs incurred by DIMCOPPEN, relating to the damage caused by the Client, to Products of which the ownership has not yet transferred to the Client fully, shall be borne by the Client and must be paid upon at the first request of DIMCOPPEN.

#### **Article 26 - Death of the Client**

In the event of the death of the Client, his rights and obligations get transferred to his heirs under universal title.

#### **Article 27 - Attribution and Social Media code**

- 27.1. DIMCOPPEN will at all times be entitled to imprint its name on or in or to remove it from the work (or to have his name imprinted on or in or removed from the work), and without the prior authorization of DIMCOPPEN the Client may not publish or reproduce the work without identifying DIMCOPPEN by name.
- 27.2. If considered necessary by DIMCOPPEN the Client will mark the work he wants to make publicly available and shall provide it with the copyright symbol, the mention of DIMCOPPEN, along with the year of initial publication and/or the year and/or number of an international deposit.
- 27.3. DIMCOPPEN may mention the names of its Clients on its website, unless otherwise agreed in Writing or unless objected on principle by the Client.
- 27.4. DIMCOPPEN shall, without prejudice to the rights agreed upon, be entitled to use its design for its own promotion and/or publicity in the broadest sense. For this purpose, DIMCOPPEN will only require the consent of the Client, when the design has not been used by the Client, this consent will not be refused on unreasonable grounds.
- 27.5. If the Client expresses himself about DIMCOPPEN in a publication in print, on the web or on social media or on other media, the Client is required to comply with the following directives of DIMCOPPEN:
- a. Transparency; with his expression the Client should state clearly if he is publishing on personal or professional behalf.
  - b. Respect; if the Client is publishing about or on behalf of DIMCOPPEN, the Client should have obtained express consent in Writing of DIMCOPPEN.
  - c. Responsible; the Client should ensure responsible use of the data medium, which for example should not make excessive use of tracking software, adware, malware or spyware.

- d. Professional; the Client acts with the knowledge and awareness that his role as Client will be maintained.
- e. Certainty; when in doubt the Client always should consult DIMCOPPEN.
- f. Awareness; the Client should be aware of the fact that his expressions will be available to a large number of viewers for an indefinite period of time.

**Article 28 - Communication via email and/or social media**

- 28.1. The Client explicitly agrees to communication by email and/or social media when the Agreement is being executed.
- 28.2. The Client is aware that DIMCOPPEN cannot guaranty the confidentiality of information sent by internet because of the limited possibility to data protection.

**Article 29 - Consultation of General Terms and Conditions**

- 29.1. These General Terms and Conditions are effective from the 7th of January 2020 and will be held available at the office of DIMCOPPEN.
- 29.2. These General Terms and Conditions will be provided to the Client at the same time as the Quotation. If this is not reasonably possible the General Terms and Conditions will be sent to the Client free of charge at his first request.
- 29.3. These General Terms and Conditions have been filed with the Dutch Chamber of Commerce on the 7th of January 2020.
- 29.4. These General Terms and Conditions are also available at the website of DIMCOPPEN; [www.dimDimCoppen.nl](http://www.dimDimCoppen.nl).

**Article 30 - Applicable law**

- 30.1. All Agreements concluded by DIMCOPPEN will be governed by Dutch law.
- 30.2. In the event of any conflict or inconsistency between the translations of the text of these General Terms and Conditions the Dutch text will always prevail.
- 30.3. Unless otherwise stipulated by mandatory rules, all disputes arising from this Agreement shall be submitted to the competent Dutch court in Roermond.