



Merkenbaar +31 (0)341 76 40 80
Deventerweg 2A info@merkenbaar.nl
3843 GD Harderwijk www.merkenbaar.nl

General Delivery Terms

1V2

ARTICLE 1 GENERAL

These terms and conditions shall apply to each and every offer and every agreement between Merkenbaar and a client who have declared the present terms and conditions applicable, insofar as these conditions are not expressly waived in writing by the parties. Merkenbaar shall be responsible for the contractual performance of third parties who act as representative of the client, to ensure that a contract is executed as desired. The binding between the parties is confirmed by Merkenbaar in writing and provides evidence of facts and circumstances. All media contracts are concluded at the demand of the client, by and in the name of Merkenbaar, the client is obliged, by interim termination of the contact, to settle all amounts due with Merkenbaar.

ARTICLE 2 BUDGETS / QUOTES / ORDERS

All budgets are obligation free, no rights or duties may be derived. Tenders are obligation free, unless these contain a timeline for acceptance. If a tender offer contains a binding, Merkenbaar retains the right to revoke this within 2 business days upon receipt of acceptance. Merkenbaar is only bound by a tender if acceptance thereof is received from the contracting authority within 8 days and followed up by means of an order confirmation. Unless otherwise stated, all budgets, tenders & order Confirmations are expressed in VAT FREE VALUES. An indicated delivery time is not considered factual, unless expressly agreed.

ARTICLE 3 AUTHORS, INTELLECTUAL RIGHTS, COPYRIGHTS

Copyrights, drawing or model rights or any other intellectual rights, with respect to each design (Provisional or Definitive), remain the property of Merkenbaar. Where not otherwise agreed in writing, the client obtains, notwithstanding the provisions in paragraph 3, the right for one time use of the products for the purpose and to the extent agreed by the parties at the conclusion of the agreement. The client will pass any remaining intellectual property rights, referred to in paragraph 1, to Merkenbaar once full payment has been received. When a payment term has not yet expired, the use of goods by Merkenbaar is deemed to take place under the condition that amounts due will be paid in a timely manner and without claims or prejudice to Merkenbaar. The client is not permitted to make changes, without prior written consent from Merkenbaar. Merkenbaar will not unreasonably refuse such consent, but will be given the opportunity to apply the usual conditions relative to change. Application by the client for other purposes/other size, other than referred to in in this article is prohibited Merkenbaar is entitled to sign her work/ and/or seek arbitration in the event of reproduction of work Merkenbaar will, without prejudice to the provision of rights agreed, be entitled to use the design for the benefit of it`s own promotional/publicity activity. Permission for use will only be required from the client, when the client themselves have not yet passed the design for use, such consent will not be unreasonably denied. The client declares that by giving an instruction to reproduce any industrial property, or any object, protected by the Copyright Act, that no copyright infringement or industrial properties copyright from third parties infringement has taken place and shall indemnify the client Merkenbaar in and out of court for all consequences, financial or other, resulting from reproduction and declares that there had been no violation of third party rights.

ARTICLE 4 ORDER CHANGES

Changes to a work order will be confirmed in writing by Merkenbaar, either under further assignment, or due to false information provided by the client, all additional costs which fall outside the control of Merkenbaar are borne by the client.

ARTICLE 5 PRICE

All prices are in Euros and are exclusive of turnover tax. If, after the conclusion of the contract, the prices of raw materials and/or the materials needed, freight charges, insurance premiums, energy costs, production costs, wages, social charges, taxes, import duties, excise duty, rates and/or other price-determining factors undergo an increase for the completion of the work, not calculated by Merkenbaar, the client is entitled increase the agreed price accordingly. Merkenbaar is at all times entitled, in particular with a view to long-running projects such as marketing projects, market research

or printing orders, to charge the customer one-third of the order value at the start of the work, one-third interim and the remaining one-third upon completion of the order. Due to the fact that Merkenbaar works in phases, the following payment terms apply: Is billed per phase. 50% on contract and 50% upon completion of the order.

ARTICLE 6 PAYMENT

Payment must be made within 14 days of Invoice date by legal payment method, credited to the offices of Merkenbaar. If payment has not been received within the 14 day period from Invoice date, the client is in default & therefore liable to the amount due plus the statutory interest rate plus two. In the event of liquidation, bankruptcy, or receivership, obligations are immediately due and payable payment should take place without discount or set-off. The client shall not have jurisdiction with respect to the latter's payment obligation. Payments made by the client should satisfy initially all interest and costs and secondly, payable invoices of longer duration, even if the client mentions a different order allocation.

ARTICLE 7 COLLECTION COSTS

If collection claim is lodged by Merkenbaar against the client`s unpaid costs, the client is liable to an additional amount of 15% in juridical collection fees against amounts due, as well as court costs, unless unreasonably high.

ARTICLE 8 RISKS TO ORDER COMPLETION

In the event that an order placed by Merkenbaar, cannot be completed on time, or delivered as completed, due to 'force majeure' or other circumstances of any kind, which at the time of attracting the order, were unknown to Merkenbaar, or could not have been known, then Merkenbaar reserves the right to cancel the order in whole or in part, or suspend further implementation & to request that the order is completed, unless this is not possible even in modified form, or because additional costs would make the demands unreasonable. Except if the period of force majeure lasts for more than 3 months, the client does not have the right to change the agreement without consent of Merkenbaar or cancel/ suspend his payment and further commitment and has no claim to any compensation. In case the agreement by one of the parties is dissolved when the situation of force majeure has lasted longer than 3 months, there is no obligation to pay compensation. If the order has been carried out in part by Merkenbaar and is then cancelled or suspended, the agreed price in proportion to the exported part of the order is to be paid within the time limit which would have prevailed at full implementation of the order. If the order is changed, the cost incurred in vain of any resulting profits, multiple acquisitions are the responsibility of the client. Force Majeure is regarded as all involuntary disturbances or obstacles which may impede the normal course of business in Merkenbaar, in whole or in part, such as war, danger of war, state of siege, insurrection, riots, mobilisation, heavy storms, flooding and other natural disasters, - strikes, boycott, exclusions, sabotage, - stagnation, limitation and or cessation of the supply of raw materials and/or other necessary materials and energy supplies - failure - how ever caused - with deliveries by third parties whose goods or services are involved - obstructing any public authority measures - prohibiting delivery to the customer - imposed by any Government or groups, organisational partnership, which is connected to Merkenbaar, fire and other accidents in Merkenbaar, disease, nonreplaceable workers and in general all circumstances, events, causes and consequences that fall outside the control of Merkenbaar.

ARTICLE 9 LIABILITY

Merkenbaar is neither responsible for errors in models or materials which are provided by the client, nor for the consequences of difficulties resulting from the use or processing of test or trials delivered and approved for use by Merkenbaar. If an error made by Merkenbaar affects the publicity value of goods delivered, the error will be rectified at the request of Merkenbaar in a manner which is reasonably proportionate to the mistake. Unless otherwise agreed in writing Merkenbaar should deliver acceptable work instead, unless it can be shown that this would result in major drawbacks for the client Merkenbaar is liable if it can be shown that damage has been intentionally caused by Merkenbaar staff or her supervisor`s subordinates. Merkenbaar`s liability will be limited to the gross revenue amount for the order, to which



Merkenbaar +31 (0)341 76 40 80
Deventerweg 2A info@merkenbaar.nl
3843 GD Harderwijk www.merkenbaar.nl

General Delivery Terms

2v2

the liability relates. If at the request of the client, Merkenbaar works with third parties designated by the aforementioned, in assembling fittings and elements, then the client and not Merkenbaar is deemed liable.

ARTICLE 10 CONFIDENTIALITY

Confidentiality is required for the duration of the existence of the contractual relationship with the client, in order to maintain confidentiality of the information provided by the principal to her advertising contracts and all information herein are entrusted to Merkenbaar.

ARTICLE 11 APPLICABLE LAW

The only applicable law for all our agreements is the Dutch law.

ARTICLE 12 DISPUTE RESOLUTION

In the legal rules concerning the jurisdiction of the civil court, any dispute between Merkenbaar and the Client will be settled by the District court of Zwolle. Merkenbaar however remains the principal party authorised to sue for the relevant treaty according to the law or the competent court.

ARTICLE 13 MODIFICATIONS TO CONDITIONS

Merkenbaar reserves the right to make modifications to these conditions. All modifications come into force on the date amended and Merkenbaar will notify the client of changes in a timely manner. If changes have not been communicated at the time vis-à-vis work order, these come into effect as soon as the client has been notified.