

## NO DUTCH NO GLORY GENERAL CONDITIONS

### Article 1. Applicability, agreements, estimates/proposals and confirmation

1.1 To the exclusion of any purchasing or other conditions of the client's, these general conditions apply to the formation, content and compliance with all agreements concluded between the client and No Dutch No Glory.

1.2 Estimates and proposals are free of obligation and remain valid for 14 days. Price indications are subject to change due to unforeseen changes in work activities. Prices do not include VAT or other governmental duties unless indicated otherwise. The stated tariffs and proposals do not apply automatically to future assignments.

1.3 Assignments must be confirmed in writing by the client. Should the client neglect to do this, but agree to No Dutch No Glory's starting an assignment, then the contents of the estimate/proposal shall be applicable. Subsequent oral agreements and stipulations are binding to No Dutch No Glory only after these have been confirmed in writing by No Dutch No Glory.

2.2 The client is obliged to do all that is reasonably necessary or desirable to enable timely and proper delivery by No Dutch No Glory, especially by the timely delivery (third-party delivery) of complete, reliable and clear data or materials.

2.3 Any deadline indicated by No Dutch No Glory for the completion of a final product is of an indicative nature unless the nature or contents of the agreement indicate otherwise. In the event of exceeding the stated deadline, the client must notify No Dutch No Glory of its breach in writing.

2.4 Before proceeding to production, copying or publication, parties must give each other the opportunity to inspect and approve the most recent models, prototypes, or tests of the design. Should No Dutch No Glory make assignments or give instructions to production companies or other third parties, whether on behalf of the client or otherwise, then the client must confirm the aforementioned approval to No Dutch No Glory in writing.

2.5 No Dutch No Glory must be informed of complaints as soon as possible, and in any case within ten working days of the assignment, failing which the client shall be presumed completely to have accepted the result of the assignment. In that case, the client loses his right to lodge a complaint concerning this assignment,

### Article 2. Execution of the agreement

2.1 No Dutch No Glory shall make every effort to execute the assignment carefully and independently, to promote the interests of the client to the best of its knowledge and to strive toward a usable result for the client. To the extent necessary, No Dutch No Glory shall keep the client informed of the progress of the work activities the way in which it was executed and/or the end result.

2.6 In no way does lodging a complaint with No Dutch No Glory give the right to delay paying an invoice.

## Article 3. Intellectual property rights and rights of ownership

3.1 Unless agreed otherwise, all intellectual property rights arising from the assignment - including patent rights, design rights and copyright - redound to No Dutch No Glory. To the extent that such a right can be gotten solely by means of application or registration, only No Dutch No Glory is authorised to do so.

3.2 Unless agreed otherwise, the assignment does not include the performance of an investigation into the existence of third parties' rights, including patent rights, trademark rights, rights to drawings and models, copyright or image rights. This same applies to any investigation into the possibility of such forms of protection for the client.

3.3 Unless the work does not lend itself to this, No Dutch No Glory is entitled at all times to mention its name on or near the work or to remove its name from the work or to have this be done.

3.4 In the context of the assignment and unless agreed otherwise, all working drawings, illustrations, models, prototypes, moulds, designs, design sketches, films and other materials created by No Dutch No Glory remain the property of No Dutch No Glory, regardless of whether these have been handed over to the client or to third parties.

3.5 After the completion of the assignment, neither No Dutch No Glory nor the client has any mutual archival obligation with regard to the materials and data used.

## Article 4. Fees and additional costs

4.1 Unless agreed otherwise in writing, in addition to the agreed fee, the costs that No Dutch No Glory incurs in its execution of the assignment are also considered recoverable.

4.2 If No Dutch No Glory is required to perform additional or other work activities due to late delivery or non-delivery of complete, reliable and clear data/ materials or due to a change in the assignment or briefing, then these activities must be compensated separately on the basis of No Dutch No Glory's customary hourly tariff.

## Article 5. Payment

5.1 Payments must take place within 14 days of the invoice date. If No Dutch No Glory has received no (complete) payment after the passage of this deadline, the client is then in breach and owes interest equal to statutory interest applicable at that moment. All costs incurred by No Dutch No Glory in connection with late payments, such as the costs of proceedings and extra-judicial costs, including the costs of counsel, process servers and collection agencies, shall be charged to the client. Extra-judicial costs

shall be at least 10% of the invoice amount, with a minimum of € 150.00.

5.2 Unless agreed otherwise, No Dutch No Glory is entitled to charge its fee monthly for projects of longer duration for work activities performed for purposes of executing the assignment.

5.3 The client shall make the payments owed to No Dutch No Glory without discount or settlement, except for settlement of any pre-payments that the client has made to No Dutch No Glory in association with the agreement. Client is not entitled to suspend payment of invoices for work activities already performed.

## Article 6. Obligations of execution

6.1 No Dutch No Glory assumes and commits to the execution of the assignment in a competent manner.

6.2 Should an assignment issued by the client to No Dutch No Glory not be performed in a competent manner, No Dutch No Glory's liability is limited generally to the following: No Dutch No Glory shall perform the assignment or the relevant portion of it anew and correctly without charging costs to the client:

if correction of the execution is no longer possible or can no longer be considered worthwhile, No Dutch No Glory can either issue a credit or return payment for the particular invoice amount or a proportional amount of this.

6.3 All other liability, especially for consequential damages and loss of profits generally is expressly excluded between parties, except in cases in which the damages are caused as a result of a circumstance introduced by blatant culpability or gross negligence on the part of No Dutch No Glory.

## Article 7. Cancellation and dissolution of the agreement

7.1 If the client cancels an agreement, he must pay the fee and any costs incurred for work-related activities performed up to that moment.

7.2 If No Dutch No Glory dissolves the agreement due to an attributable shortcoming in compliance with the agreement on the part of the client, then the client, in addition to the fee and any costs incurred for work-related activities performed up to that moment, must pay compensation of damages. Behaviours on the part of the client and on grounds of which No Dutch No Glory could no longer reasonably be expected to complete the assignment will be considered in this context to be an attributable shortcoming.

7.3 The compensation of damages intended by the previous two paragraphs of this article shall include at least those costs arising from No Dutch No Glory's conclusion of contracts with third parties in its own name for the fulfilment of the assignment, along with at least 30% of the remaining portion of the fee that

the client would have owed upon complete fulfilment of the assignment.

7.4 Both No Dutch No Glory and the client have the right to immediate dissolution of the agreement, either wholly or in part, in the event of the other party's bankruptcy or (provisional) suspension of payments.

7.5 In the event of the client's dissolution of the agreement because of an attributable shortcoming in compliance with obligations on the part of No Dutch No Glory, those performances already delivered and the payment obligation associated with this shall form no subject for cancellation, unless the client proves that No Dutch No Glory is in breach with respect to those performances.

7.6 Amounts that No Dutch No Glory has invoiced prior to the dissolution in connection with that which it has already performed or supplied properly for purposes of executing the agreement remain claimable without prejudice, taking the provisions of the previous sentence into account, and are due immediately at the moment of dissolution.

7.7 In instances in which No Dutch No Glory's work activities consist of the repetition of similar work activities and unless otherwise agreed in writing, the agreement applicable to this shall apply for an indefinite period. This agreement may be terminated only by means of written notice and when taking a reasonable termination notice period of one month into account.

#### Article 8. Warranties and indemnities

8.1 No Dutch No Glory guarantees that its deliveries are performed/designed by No Dutch No Glory or at its behest and that, if there is a copyright on the design, that No Dutch No Glory qualifies as the maker in the sense intended by the (Dutch) Copyright Act and that it can avail itself of the work as possessor of that copyright.

8.2 The client indemnifies No Dutch No Glory or parties hired by No Dutch No Glory from all third-party claims arising from the application or use of the results of the assignment.

8.3 The client indemnifies No Dutch No Glory from claims related to intellectual property rights on materials or data provided by the client and used for the execution of the assignment.

#### Article 9. Liability

9.1 No Dutch No Glory is not liable for:

- a. errors or shortcomings in the material made available by the client;
- b. misunderstandings, errors or shortcomings with respect to the execution of the assignment if these are prompted or caused by actions on the part of the client, such as late or non-delivery of complete, reliable and clear data/materials;
- c. errors or shortcomings on the part of third parties hired by or on behalf of the client;

- d. errors in estimates/proposals from suppliers or for exceeding suppliers' price indications;
- e. errors or shortcomings in the design or in the text/data, if the client gave his approval in accordance with the provisions of art. 2.4, or if he was given the opportunity to perform an inspection and made no use of this;
- f. errors or shortcomings in the design or in the text/data, if the client neglected to allow the creation of a given model, prototype or test, and if these errors would have been observable in such a model, prototype or test.

9.2 No Dutch no Glory is liable solely for direct damages attributable to No Dutch No Glory. Direct damages are understood to include only the following:

- a. reasonable costs for the establishment of the cause and scale of damages, to the extent the establishment relates to the damages in the sense of these general conditions;
- b. any reasonable costs necessary for having No Dutch No Glory answer to the inadequate performance;
- c. reasonable costs incurred for the prevention or limitation of damages, to the extent that the client demonstrates that these costs led to the limitation of the direct damages intended by these general conditions;

9.3 No Dutch No Glory's liability for all other damages than the aforementioned damages, such as indirect damage - including consequential damage, loss of profits, mutilated or lost data or materials, or damage from the interruption of business - is excluded.

9.4 Except in instances of wilful or intentional recklessness on the part of No Dutch No Glory, No Dutch No Glory's liability for damages pursuant to an agreement or due to an unlawful act perpetrated against the client is limited to the invoice amount related to the portion of the assignment executed, minus the costs incurred by the contractor.

9.5 Any liability expires by virtue of the passage of one year's time starting from the moment the assignment is completed.

9.6 To the extent reasonably possible, the client is obliged to retain copies of the materials and data it provides until the assignment has been fulfilled. If the client neglects to do this, No Dutch No Glory cannot be held liable for any damages not in existence at the time these copies were made.

10.2 Parties are obliged to treat as confidential any facts and circumstances coming into the other party's knowledge in the context of the assignment. With regard to these facts and circumstances coming from the other party, third parties involved in the execution of the assignment shall be bound to the same confidential treatment.

## Article 10. Other provisions

10.1 Other than by the transfer of his entire enterprise, the client is not permitted to transfer any rights from an agreement concluded with No Dutch No Glory to third parties.

10.3 The headings in these general conditions serve only to improve legibility and are not a part of these general conditions.

10.4 Dutch law applies to the agreement between No Dutch No Glory and the client. The court for hearing disputes between No Dutch No Glory is the competent court in the district in which No Dutch No Glory is established, or the competent court established by statute, this at the discretion of No Dutch No Glory.

## General Conditions of No Dutch No Glory B.V.

No Dutch No Glory BV  
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