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GENERAL TERMS AND CONDITIONS CLIENTS

Article 1: Definitions

1.1. In these General Terms and Conditions, the following definitions are used:

- ARTTENDERS: Arttenders B.V., registered with the Chamber of Commerce under number 65209249.
- Client: ARTTENDERS' client.
- The parties: ARTTENDERS and the Client.
- Agreement: the agreement between ARTTENDERS and the Client.
- Third parties: other parties who are involved with the Agreement between ARTTENDERS and the Client.
- Quotes: all quotes, offers and proposals by ARTTENDERS.
- Terms and Conditions: this set of general terms and conditions of ARTTENDERS.

Article 2: General provisions

- 2.1. These Terms and Conditions are applicable to all Quotes and Agreements between the Parties.
- 2.2. The applicability of any general terms and conditions of the Client is hereby expressly rejected.
- 2.3. Any deviations from the Terms and Conditions are only valid if the Parties have expressly agreed such deviations in writing and these have been signed by the individuals authorised to do so.
- 2.4. Arrangements in the Agreement that deviate from these Terms and Conditions prevail over the relevant deviating provisions in the Terms and conditions.
- 2.5. If one or more provisions of these Terms and Conditions are invalid or become void, the other provisions of these Terms and Conditions remain fully applicable. In that case, the Parties will consult with each other in order to agree upon new provisions to replace the void and/or voided provisions, in which respect the purpose and purport of the original provision will be taken into account as much as possible.
- 2.6. ARTTENDERS has the right to unilaterally amend these Terms and Conditions. Amendments apply both to new Agreements and to Agreements that have already been concluded. In the latter case, the amendments enter into force two weeks after they have been notified to the Client.

Article 3: Quotes

- 3.1. Quotes are valid for a period of 30 days as from the date of the Quote.
- 3.2. The prices in the Quotes are exclusive of VAT and any other (mandatory) levy.
- 3.3. After the Client has accepted the Quote, the Parties will enter into an Agreement.

Article 4: Formation of the Agreement

- 4.1. An Agreement is formed between the Parties after the Agreement has been signed by the individuals authorised to do so. Agreements can also be formed digitally (via a digital signing of the Agreement).
- 4.2. The Parties may only be bound by an Agreement entered into verbally by the Parties after the Parties have confirmed the Agreement in writing and signed it.

Article 5: Performance of the Agreement

- 5.1. ARTTENDERS will perform the Agreement according to its best insights and ability and in a professional manner.
- 5.2. Prior to the commencement of the activities and in so far as necessary during the activities, the Client will provide ARTTENDERS with all data required for the performance of the Agreement, including a detailed schedule of requirements. If these data are not provided to ARTTENDERS in good time, ARTTENDERS will be entitled to suspend performance of the Agreement and/or to charge the Client for the additional costs ensuing from the delay.
- 5.3. If it is agreed that the Agreement will be performed in phases, ARTTENDERS may suspend activities that are part of a subsequent phase until the Client has approved the results of the previous phase.

Article 6: Changes to the activities

- 6.1. If it turns out in the course of the performance of the Agreement that proper performance requires changes or additions to the agreed activities, the Parties will do this in mutual consultation.
- 6.2. If the delivery date is affected out of necessity as a result, ARTTENDERS will inform the Client as quickly as possible about the changed delivery date.
- 6.3. If the changes have financial and/or qualitative consequences, the Parties will also modify the financial and/or qualitative arrangements in good consultation.

Article 7: Term and termination of the Agreement

- 7.1. The Agreement between ARTTENDERS and the Client is entered into for the duration of a Project.
- 7.2. The Parties cannot terminate the Agreement prematurely.

Article 8: Fee

- 8.1. For the performance of the Agreement, ARTTENDERS will receive the agreed hourly fee or the agreed fixed fee.
- 8.2. The agreed fee is exclusive of VAT and other (mandatory) levies.
- 8.3. The agreed fee is exclusive of expenses, travel expenses, travel time and surrender of intellectual property rights. Additional financial arrangements will be made for these cost items.
- 8.4. If a fixed fee is agreed, additional costs that exceed this fee by less than 10% will be charged to the Client based on subsequent calculation.



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- 8.5. If a fixed fee is agreed and if this fee threatens to be exceeded by more than 10% due to unforeseen circumstances (such as considerable changes to the schedule of requirements, changed expectations by the Client, an underestimation of the scope of the activities, circumstances that occurred over which ARTTENDERS has no control, failing cooperation from the Client, etc.), once it becomes aware of these circumstances ARTTENDERS will submit a supplemental budget to the Client for approval. When doing so, it will provide a substantiation and justification of the expected overrun. The Client will not withhold approval of the overrun of the agreed fee on unreasonable grounds.
- 8.6. If an hourly rate has been agreed, ARTTENDERS may unilaterally increase the hourly rate based on unforeseen circumstances as described in the previous article. ARTTENDERS will inform the Client in writing of amended hourly rates, stating the reason, the amount and the commencement date of the amended rates.
- 8.7. If various phases are agreed, ARTTENDERS will be authorised to suspend its activities for a subsequent phase until the Client has paid the invoice for a previous phase in full.

Article 9: Invoicing and payment

- 9.1. If an hourly rate is agreed, ARTTENDERS will charge the Client the fee owed per quarter or per phase .
- 9.2. If a fixed fee is agreed, ARTTENDERS will invoice in the manner agreed in the Agreement.
- 9.3. The Client will make an advance payment prior to the commencement of the activities. The amount of the advance payment will be agreed in the Agreement. ARTTENDERS will commence the activities once it has received the advance payment from the Client.
- 9.4. The Client must pay invoices from ARTTENDERS within 30 days after the invoice date.
- 9.5. Any objections to the amount of an invoice do not suspend the Client's payment obligation.
- 9.6. If the Client has not paid the invoice within the payment term of 30 days, the Client will be in default *ipso jure* (therefore without any notice of default being required for the commencement of the default). Thus, from the moment the Client is in default until the moment the entire amount has been paid, the Client owes statutory commercial interest on the amount owing.
- 9.7. If the Client is in default, all reasonable costs for obtaining payment out of court will be for the account of the Client, including but not limited to the statutory collection costs.

Article 10: (Intellectual) Property

- 10.1 The work drawings, illustrations, prototypes, moulds, designs, design sketches, films and other materials or (electronic files) provided to the Client by ARTTENDERS in connection with the Agreement remain the property of ARTTENDERS.
- 10.2 The Client will return these items to ARTTENDERS after the end of the Agreement or during the Agreement at ARTTENDERS' first request. The Client will not retain any (digital) copies.
- 10.3 The intellectual property rights will be arranged separately (in the Agreement or in separate licence agreements) between the Parties.

Article 11: Non-performance and termination

- 11.1. If one of the Parties fails to comply with the conditions of this Agreement there is therefore non-performance, the one party will inform the non-performing party of this and, unless performance is permanently impossible, give a reasonable period for performance, which period depends on the nature and severity of the failure.
- 11.2. A party has the right to terminate this Agreement with immediate effect without judicial intervention or further notice of default if:
 - the other party fails to comply with its obligations pursuant to this Agreement or fails to do so properly and performance is permanently impossible or if performance is still possible and remains in default of performing its obligations within the stated reasonable after having been so notified in writing, without prejudice to the other statutory rights accruing to that party;
 - a party has applied for suspension of payments, has been granted suspension of payments, the bankruptcy of a party has been applied for, a party is declared bankrupt or a party's company is liquidated.
- 11.3. In addition, ARTTENDERS is authorised to terminate the Agreement with immediate effect if :
 - ARTTENDERS has a valid cause to fear that the Client will not be able to comply with its (payment) obligations;
 - circumstances occur of such a nature that compliance with the Agreement by ARTTENDERS is impossible and ARTTENDERS cannot be blamed for that;
 - other circumstances occur of such a nature that maintaining the Agreement unchanged cannot be reasonably expected of ARTTENDERS.

Article 12: Financial consequences of the termination of the Agreement

- 12.1. Upon the termination of the Agreement, ARTTENDERS is entitled to compensation for the activities that it performed prior to the end of the Agreement.
- 12.2 In addition to that, it is entitled to additional compensation, including compensation of lost profit, costs incurred and/or other damages as a result of the termination of the Agreement.

Article 13: Liability and indemnification

- 13.1. The Client is liable to ARTTENDERS for all direct or indirect damage that ARTTENDERS suffers as a result of a failure by the Client to perform an obligation towards ARTTENDERS.
- 13.2 ARTTENDERS is not liable for damage that the Client suffers as a result of ARTTENDERS using incorrect and/or incomplete data provided by the Client, unless ARTTENDERS should have been aware of said incorrectness or incompleteness.
- 13.3. ARTTENDERS is not liable for indirect damage that the Client suffers. Any liability on the part of ARTTENDERS for indirect damage suffered by the Client as a result of the performance of the Agreement by ARTTENDERS is limited to the agreed compensation or to the maximum insured amount under ARTTENDERS' liability insurance if the insured amount is lower than the agreed compensation.
- 13.4. ARTTENDERS' liability lapses if it has not received notice of liability from the Client within one month after the end date of the Agreement.
- 13.5. There is no limitation of liability for direct damage if the damage was caused by intent or gross neglect on the part of ARTTENDERS.
- 13.6. The limitation/exclusion of liability based on this provision also applies to ARTTENDERS' management and personnel.
- 13.7. The Client indemnifies ARTTENDERS against all damage of third parties as a result of the materials or data provided by the Client that are used in the performance of the Agreement and as a result of an imputable failure by the Client.

Article 14: Force majeure

- 14.1. Neither of the Parties is in default in the event of force majeure. Force majeure is understood to mean, among other things: (i) personnel strikes, (ii) interruptions, (iii) another event as a result of which the obligations cannot reasonably be performed (such



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- as death, long-term illness or long-term impediment due to an urgent situation). The failing party will do everything to as yet still comply after the force majeure, or if compliance is no longer possible, to offer a suitable alternative.
- 14.2. The Parties may suspend the obligations under the Agreement during the period that the force majeure continues. If this period continues for more than six months, each of the Parties is entitled to terminate the Agreement. In such an event, ARTTENDERS is not required to compensate the damage that the Client suffers as a result of the termination due to force majeure.

Article 15: Confidentiality

- 15.1. The Parties will keep all confidential information (including business strategies, operations, finances, quotes, sketches, software, relations and clients) of which they took cognisance in connection with the Agreement and regarding which they should reasonably understand that this information should remain confidential both during and after the termination of the Agreement strictly confidential, unless there is a statutory or court-ordered obligation to disclose this information.
- 15.2. This confidentiality obligation entails that the Parties will not provide this information to third parties, give access to this information to third parties or inform third parties thereof.
- 15.3. The Parties will also impose this confidentiality obligation on every party that is involved in the Agreement, including but not limited to employees, independent professionals, suppliers and the third parties engaged by the Parties.

Article 16: Disputes

- 16.1. Any disputes related to these Terms and Conditions, Quotes or Agreements between the Parties will be submitted exclusively the District Court of Rotterdam for adjudication.
- 16.2. The Parties will only submit a dispute to the District Court after they have made their best efforts to settle a dispute in mutual consultation.

Article 17: Applicable law

- 17.1 Said Terms and Conditions, Quotes and Agreements between the Parties are governed by Dutch law.