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GENERAL TERMS AND CONDITIONS CONTRACTORS

Clause 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.
- Contractor: ARTTENDERS' contractor.
- The parties: ARTTENDERS and the Contractor.
- Agreement: the agreement between ARTTENDERS and the Contractor.
- Assignment: every assignment from ARTTENDERS to the Contractor to perform services.
- Third Parties: other parties involved in the Agreement between ARTTENDERS and the Contractor.
- General Terms and Conditions: this set of general terms and conditions of ARTTENDERS.

Clause 2: General provisions

- 2.1. These General Terms and Conditions are applicable to all Agreements between the Parties and all Assignments to the Contractor from ARTTENDERS.
- 2.2. The applicability of any general terms and conditions of the Contractor 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 and/or Assignment 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 event, the Parties will consult with each other in order to agree on new provisions to replace the void and/or avoided 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 Contractor.

Clause 3 – Formation of the Agreement

- 3.1. 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).
- 3.2. 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.

Clause 4: Commencement of activities

- 4.1. ARTTENDERS will send the Contractor a briefing by email prior to the commencement of the activities, stating the envisaged end result of the Assignment and the envisaged delivery date. The briefing contains all the information that the Contractor needs to perform the Assignment, along with a term within which ARTTENDERS wishes to receive the debriefing.
- 4.2. The Contractor will send ARTTENDERS a debriefing before the set term, which will include the confirmation that the Contractor can achieve the envisaged end result in good time, along with a plan of approach and a time schedule.
- 4.3. The activities commence following ARTTENDERS' written approval of the debriefing.

Clause 5: Performance of the Agreement by the Contractor

- 5.1. The Contractor will perform the Agreement to the best of their ability and professionally.
- 5.2. When necessary, the Contractor will consult with ARTTENDERS regarding the performance of the Assignment. In addition, the Parties will schedule evaluations (by telephone or otherwise) to discuss the progress and quality of the Contractor's activities.
- 5.3. Upon ARTTENDERS' first request, the Contractor will immediately provide all interim results (such as electronic documents, videos, sound recordings, illustrations, sketches, presentations, designs and all copies thereof) to ARTTENDERS or give it access to said interim results.
- 5.4. The Contractor is not permitted to engage third parties in the performance of an Assignment without prior written consent from ARTTENDERS.

Clause 6: Changes to the activities

- 6.1. The Contractor will inform ARTTENDERS in writing of changes to the agreed activities, the plan of approach or the time schedule once it has this information at its disposal. If ARTTENDERS objects to said changes, the Parties will consult regarding alternatives.
- 6.2. If the changes have financial and/or qualitative consequences, the Parties will also modify the financial and/or qualitative arrangements in good consultation.

Clause 7: Term and termination of the Agreement

- 7.1. The Agreement between ARTTENDERS and the Contractor is entered into for an unspecified term. The term of an Assignment will always be agreed per Assignment.
- 7.2. ARTTENDERS is authorised at all times to terminate the Agreement and the Assignment with effect from the end of the month, with due observance of a notice period of one month.
- 7.3. The Contractor may not terminate an Assignment prematurely. Following the end of an Assignment, the Contractor may terminate the Agreement with effect from the end of month, with due observance of a notice period of one month.



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Clause 8: Fee

- 8.1. The Contractor receives a fee for the performance of an Assignment. The Parties will always agree the amount of the fee per (part of the) Assignment in writing.
- 8.2. The agreed fee is exclusive of VAT.
- 8.3. The agreed fee usually consists of a fee for the draft design, the final design, the execution of the final design and for any other (interim) stages. In addition, the Parties may agree a fee for the Artist's hours actually spent on the physical creation of the work.
- 8.4. The Contractor is aware that ARTTENDERS charges the fees owed to the Contractor to its Client. The fee must therefore always be determined between ARTTENDERS and the Client in accordance with the quote.
- 8.5. In addition, the Contractor is aware that ARTTENDERS receives a margin of 30% from its Client for the fees to the Contractor (with the exception of the Artist's hours actually spent on the creation of the work).
- 8.6. The 30% margin is included the quote between ARTTENDERS and its Client (on the basis of which the Artist's fee is determined). The margin of 30% accrues solely to ARTTENDERS. The 30% margin will therefore be deducted from the Artist's set fee (with the exception of the Artist's hours actually spent on the physical creation of the work).
- 8.7. The agreed fee includes compensation for all activities performed, expenses, travel expenses, travel time and the surrender of intellectual property rights. Consequently, the Contractor will not receive any additional compensation for these or other cost items.
- 8.8. Excess costs will be borne by the Contractor. If, during the activities, there is a risk that the Contractor will exceed the approved budget by 5% or more due to unforeseen circumstances, the Contractor will propose supplemental budget to ARTTENDERS for approval as soon as it becomes aware of such, and will substantiate and account for the expected overrun. Costs that exceed the agreed budget will only be paid out after written approval by ARTTENDERS.

Clause 9: Invoicing and payment

- 9.1. After the end of every Assignment, the Contractor will send a specified invoice to ARTTENDERS. The invoice contains the agreed fee minus the 30% margin. The fee for hours actually spent on the physical creation of the work will be charged to ARTTENDERS in full (in other words, without deduction of the 30% margin).
- 9.2. ARTTENDERS must receive the invoice within one month after the end of every Assignment.
- 9.3. The agreed fee is only owed after the final result of the Assignment (or, in the event of premature termination of an Assignment, the interim results of an Assignment) has been approved by ARTTENDERS.
- 9.4. In addition, the agreed fee is only owed after ARTTENDERS has received the agreed fee from its Client.
- 9.5. Provided the payment conditions have been complied with, ARTTENDERS will pay the invoice within 30 days after the invoice date.
- 9.6. The fee will be paid to the Contractor by transfer of the fee to the Contractor's account number as stated on the invoice.
- 9.7. If so desired, the Parties may make deviating payment arrangements per Assignment, for example arrangements about necessary advance payments.

Clause 10: Communication

- 10.1 Upon request, the Contractor will cooperate in interviews or press releases regarding an Assignment.
- 10.2 All communication regarding an Assignment is under the supervision of ARTTENDERS. This means that the content of press releases and interviews regarding an Assignment must first be coordinated with ARTTENDERS. In addition, written publications regarding an Assignment must be approved by ARTTENDERS in advance.
- 10.3 Once press releases and other communications have been issued, the Contractor is free to share / further distribute such press releases and communications.

Clause 11: Non-performance and termination

- 11.1. If one of the Parties fails to comply with the conditions of this Agreement and there is therefore non-performance, the one party will inform the non-performing party of this and, unless performance is permanently impossible, specify 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 by virtue of this Agreement or fails to do so properly and performance is permanently impossible, or if performance is still possible and it remains in default of performing its obligations within the stated reasonable term 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 Contractor will not be able to comply with their 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.

Clause 12: Consequences of termination/cancellation of the Agreement

- 12.1. Upon the end of the Agreement and/or the Assignment due to termination/cancellation, the Contractor is entitled to compensation for the activities that the Contractor performed prior to the end of the Agreement or the Assignment. The Contractor is not entitled to any additional fee (compensation for lost profit, for example) on top of any fee still owed by virtue of the Assignment.
- 12.2 Upon the end of an Assignment or the Agreement, the Contractor will immediately return to ARTTENDERS the information (including copies thereof) that they have received from ARTTENDERS. In addition, the Contractor will provide all results of all Assignments achieved up till then (including, in any event, (electronic) documents, videos, sound recordings, illustrations, sketches, presentations, designs and all copies thereof) to ARTTENDERS or give it access to said results.

Clause 13: Liability

- 13.1. The Contractor is liable in respect of ARTTENDERS for all direct or indirect damage that ARTTENDERS suffers as a result of a failure by the Contractor to perform an obligation in respect of ARTTENDERS.

Clause 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 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 Contractor suffers as a result of the termination due to force majeure.

Clause 15: Confidentiality

- 15.1. Both during the term of this Agreement and following its termination, the Contractor will keep all confidential information regarding ARTTENDERS (including business strategies, operations, finances, offers, relations and clients) and the contents of this Agreement and Assignments strictly confidential.
- 15.2. This confidentiality obligation entails that the Contractor will not provide this information to third parties, give access to this information to third parties or inform third parties thereof unless there is a statutory or court-ordered obligation to do so.
- 15.3. If the Contractor believes it is important to provide confidential information to third parties such as the press, the Contractor will consult with ARTTENDERS in order to enable ARTTENDERS to assess whether there are objections to providing the information.

Clause 16: Disputes

- 16.1. Any disputes related to these Terms and Conditions, Quotes or Agreements between the Parties will be submitted exclusively to 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.

Clause 17: Applicable law

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