



General delivery and payment conditions

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Flirt Creativity B.V., established in Amersfoort, hereinafter referred to as: '**contractor**'

A. General

In the general terms and conditions, the following definitions apply

- 1. Client:** the natural person or legal person who has instructed the contractor to carry out work.
- 2. Activities:** all work commissioned or commissioned by the contractor for other reasons directly related to the assignment or should be performed, all this in the broadest sense of the word and in any case including the work as stated in the order confirmation.
- 3. Documents:** all goods made available by the client to the contractor, including documents or data carriers, as well as all items produced by the contractors in the context of the execution of the assignment, including documents or data carriers.

B. Applicability

1. These general terms and conditions apply to all offers and quotations from the contractor and to all agreements entered into by the contractor within the framework of the execution of the work, subject to changes in these conditions which must be expressly confirmed in writing by the contractor.
2. All quotations and offers are without obligation and count as an invitation to make an offer, unless otherwise agreed in writing or deviated from these general terms and conditions.
3. If certain costs or cost items can not be foreseen when drawing up the quotation and offer, these can be included in our pro memoria. Subsequent determination is made afterwards in reasonableness.
4. Agreements and changes and / or additions to this agreement and these general terms and conditions are established by the written confirmation by the contractor of the acceptance of the offer by the customer. The general terms and conditions of the client for the agreements entered into with the contractor shall only be effective insofar as these are not in conflict with the present conditions. In case of doubt about whether such conflict is present, the contractor's general terms and conditions prevail.
5. Verbal promises by, or agreements with subordinates of the contractor, such as representatives and the persons who are not in our service, including intermediaries, do not bind the contractor until these agreements, commitments or agreements have been confirmed in writing by an authorized representative of the contractor.
6. All prices are exclusive of VAT, transport costs and postage.
7. Terms stated by the contractor are only indicative and not fatal. Exceeding any term can only give rise to compensation insofar as this has been agreed in writing.

C. Commencement and duration of the contract

1. The agreement is only established at the time that the order confirmation signed by the client is returned and signed by the contractor.
2. The parties are free to prove the conclusion of the agreement by other means.

D. Client's details

1. The Client is obliged to provide the Contractor with all information and documents that the Contractor requires in accordance with his / her opinion for the correct execution of the assigned assignment, in the desired form and in the desired manner. The Client guarantees the correctness, completeness and reliability of the data and documents made available to the Contractor, even if these originate from third parties insofar as the nature of the assignment does not dictate otherwise. The Client indemnifies the Contractor against all damage arising from the information and documents provided by the Client, as well as for all third-party claims in respect of infringements of their patent and / or copyright and / or trademark and / or design rights that they claim, as well as against any unlawful acts and / or shortcomings by those third parties.
2. The Contractor has the right to suspend the execution of the assignment until the moment that the Client has complied with the obligation referred to in the previous paragraph. The extra costs and extra fees arising from the delay in the execution of the assignment, caused by the failure to make the requested information and documents not timely or not properly available, are at the expense of the client.
3. If and insofar as the client requests, the documents made available shall be returned to them, subject to the provisions under section N. The Client is obliged to inform the Contractor of all information that is necessary or useful for the execution or completion of the assignment. He is also obliged to inform him that he:
 - a. Intends to submit an application for a (provisional) moratorium;
 - b. Received provisional suspension of payment;
 - c. Intends to submit a declaration of his bankruptcy;
 - d. It has been recognized that one or more of his creditors have filed an application for bankruptcy;
 - e. Has been declared bankrupt;
 - f. His company wishes to discontinue, terminate and / or liquidate. The client is then entitled to terminate the agreement with immediate effect.



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E. Assignment execution

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| <p>1. The Contractor determines the manner in which the assignment is executed. The Contractor has the right to have certain work carried out by third parties.</p> <p>2. If during the assignment work has been carried</p> | <p>out for the profession or business of the client which are not covered by the work as agreed in the order confirmation, the relevant notes in the administration of the contractor are assumed to have the presumption that this work is incidental to the client have been done. These notes must relate</p> | <p>to interim consultation between the client and the contractor.</p> |
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F. Confidentiality and exclusivity

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| <p>1. The Contractor is obliged, subject to obligations imposed by law on him not to disclose certain information, and to swear to secrecy towards third</p> | <p>parties who are not involved in the execution of the assignment. This confidentiality concerns all information of a confidential nature that has been</p> | <p>made available to him by the client and the results obtained through the processing thereof.</p> |
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G. Intellectual Property

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| <p>1. The Contractor reserves all rights with regard to products of the mind which he uses or has used in the context of the execution of the contract with the client, insofar as rights can exist or be established on those products in a legal sense.</p> <p>2. The client is explicitly prohibited from reproducing, disclosing or exploiting these products, including computer programs, system designs, working</p> | <p>methods, advice and other intellectual products, with or without the involvement of third parties, unless otherwise agreed.</p> <p>3. The client is not permitted to hand tools of those products to third parties, other than to obtain an expert opinion regarding the activities of the contractor.</p> <p>4. The Contractor is entitled to use the productions</p> | <p>delivered to the Client as demonstration material within its regular marketing activities.</p> |
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H. Force Majeure

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| <p>1. If the contractor can not, not timely or improperly fulfill his obligations arising from the agreement as a result of a cause not attributable to him, including but not limited to, stagnation in the regular course of affairs within his company, these obligations shall</p> <p>2. The Client has the right, in case the situation as referred to in the first paragraph occurs, to</p> | <p>be suspended until moment that the contractor is still able to fulfill it in the agreed manner.</p> | <p>terminate the agreement in writing in whole or in part and with immediate effect.</p> |
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I. Fee

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| <p>1. The contractor has the right to suspend the execution of the work prior to the commencement of the work and in the interim until the moment that the client has paid a reasonable advance payment for the work to be performed to the contractor, or has provided security for this.</p> <p>2. The Contractor's fee is not dependent on the outcome of the assignments awarded and is calculated with due observance of the contractor's usual rates and is payable to the extent that the Contractor has performed work for the Client.</p> | <p>No rights can be derived from a quotation if it is claimed on the basis of subsequent calculation, since it is only an indicative estimate, made to the best of its knowledge.</p> <p>3. If wages and / or prices are changed after the realization of the agreement, but before the assignment has been fully implemented, the contractor is entitled to adjust the fee.</p> <p>4. The contractor's fee, if necessarily increased by advance payments and invoices from engaged third parties, will be charged to the client, including</p> | <p>the turnover tax due after completion of the work, unless otherwise agreed.</p> |
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J. Payment

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| <p>1. Payment of the invoice amount by the client must take place within 14 days after the invoice date, in Dutch currency, at the office of the contractor or by means of deposits in favor of a bank account to be designated by this and insofar as the payment relates to activities, without any right to discount or set-off.</p> <p>2. Notwithstanding the above, the payment of productions will be as follows:</p> <p>a. Fifty percent of the budgeted total amount immediately after signing the agreement;</p> <p>b. Remaining immediately upon delivery of the production;</p> | <p>3. If the client has not paid within the aforementioned period, or not within the further agreed term, he is legally in default and the contractor, without further summons or notice of default, has the right from the due date, to charge the client the statutory interest until the date of full payment, all this without prejudice to the further rights which the contractor has.</p> <p>4. All costs incurred as a result of judicial or extrajudicial collection of the claim are at the expense of the client. The extrajudicial costs are set at at least 15% of the amount to be claimed, with a minimum of €250.</p> | <p>5. In the case of a joint assignment, clients are jointly and severally liable for the payment of the invoice amount insofar as the work has been performed for the joint clients.</p> |
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K. Advertisement

1. A complaint with regard to the work performed and / or the invoice must be submitted in writing within 21 days of the date of dispatch of the documents or information on which the client complains, or within 21 days of the discovery of the defect, if the client proves that he is in default and could not reasonably have discovered the fault before to have notified the contractor.
2. An advertisement as referred to in the first paragraph does not suspend the payment obligation of the client.
3. In the case of an incorrectly published advertisement, the contractor has the choice between adjusting the fee charged, improving or renewing the rejected work free of charge, or completely or partially (no longer) carrying out the assignment for a refund in proportion to what the client has already paid.

L. Liability

1. For all direct damage of the client, in any way connected with, or caused by not timely or improper execution of the assignment, the liability of the contractor is limited to the invoice amount of the relevant assignment, but not exceeding €10,000 (ten thousand euros). This with the exception of layouts for printed matter.
2. (digital) Layouts for printed matter are always made to the best of the knowledge and ability of the contractor. However, the Contractor is never and in no way liable for the well-being of the final printed matter, or errors in the layout and / or content of the printed matter. The Contractor always strongly advises the client to have proofs / test prints made by the printer / third party and to check them very carefully before ordering from the printing press / third party to give final approval. Even then, when the client requests the contractor to check the proofs, the final risk remains with the client.
3. For all indirect damage, including stagnation in the regular course of business in the client's company, in any way related to, or caused by, an error in the execution of the work by the contractor, except for intent or gross negligence, this is never liable.
4. The Contractor has the right at all times, if and as far as possible, to reverse the damage of the Client.
5. The Contractor is not liable for damage to or destruction of documents and data in general and during transport or during (electronic) dispatch by mail, regardless of whether the transport or dispatch is done by or on behalf of the Client, Contractor or third parties.
6. The Client indemnifies the Contractor against all third-party claims (including intellectual property of material supplied) that are directly or indirectly related to the performance of the Agreement.
7. The Contractor accepts no liability for third-party claims to the Client regarding intellectual property, rights, etc., unless intentional and gross violation of these can be proven. If the proof of intentional and gross violation of intellectual property / rights of third parties can be proven by the contractor, the maximum liability as described under point L1 applies.
8. If and in so far as the limitation of liability in a given case is judged to be unreasonably onerous or unacceptable, then in any case that limitation of liability that all circumstances of the case are considered is still acceptable, but at all times remains limited to at most the amount that the contractor's liability insurance pays out.

M. Guarantee

1. The software and / or software developed by the contractor is, unless agreed otherwise, has a guarantee of no more than one month after completion.
2. Errors caused by platforms, software from third parties and reasonably unforeseeable events are not covered by this guarantee.

N. Cancellation

1. Client and contractor can cancel the agreement at any time with due observance of a notice period of one month.
2. Cancellation must be notified to the other party in writing.
3. If and in so far as the contractor terminates the agreement by giving notice, he is obliged to inform the client, stating reasons, about the reasons for the cancellation and to do everything that the circumstances demand in the interest of the other party.
4. In the event of termination of the agreement, the client must reimburse all costs and fees to the contractor for all activities already performed by him. If the cancellation is the result of an act or omission of the client, the client shall also owe the contractor a compensation for lost profits amounting to 25% of the total amount involved in the assignment.
5. Termination from the No-cure No-pay clause (only applicable if expressly agreed in writing) can only take place if the contractor notifies the client in writing that it can not offer a suitable solution to the wishes and requirements set by the client.

O. Suspension rights

1. The Contractor is entitled to suspend the fulfillment of all its obligations until all due and payable claims against the Client have been paid in full.

P. Applicable law and choice of forum

1. Dutch law applies to all agreements between the client and the contractor to which these general terms and conditions apply.
2. All disputes relating to agreements between the client and the contractor to which these conditions apply and which do not belong to the jurisdiction of the sub district court, are settled by the competent court in the district in which the contractor is domiciled, unless it concerns disputes that do not concern the company or profession of client.
3. Contrary to the provisions of paragraph 2, the client and contractor jointly have the power to submit disputes to an arbitration board. The decision of this arbitration board is binding.