



General Terms and Conditions Minkowski BV

April 2020

Article 1: Definitions

In these terms and conditions, the following terms are used in the following meaning, unless explicitly stated otherwise:

Minkowski: Minkowski B.V., located at Weesperstraat 105, 1018VN in Amsterdam, the Netherlands, registered in the trade register of the Chamber of Commerce Netherlands under number: 75294648.

The client: The natural person, partnership, general partnership or legal person who requests Minkowski to make an offer and / or has concluded an agreement with Minkowski.

Product / service: All work to be performed and manufactured by Minkowski for the Client, including, but not limited to, designs, concepts, advertisements, logos, house styles, flyers, brochures, (design) sketches, internet sites, banners, films, campaign proposals, recruitment advice and other materials or (electronic) files.

Article 2: Applicability of general terms and conditions

1. These general terms and conditions (hereinafter: 'General Terms and Conditions') apply to every oral or written offer, quotation and agreement between Minkowski and the Client to which Minkowski has declared these General Terms and Conditions applicable, insofar as these parties have not expressly agreed to these General Terms and Conditions. deviated in writing.
2. The applicability of any general purchasing or other conditions of the Client is expressly rejected.
3. These General Terms and Conditions also apply to agreements with Minkowski, for the implementation of which third parties must be involved by Minkowski.
4. If one or more provisions of these General Terms and Conditions is (are) in whole or in part null and void or is (will be) destroyed, the other provisions of these General Terms and Conditions will remain in full force and Minkowski and the Client will enter into consultation in order to (a) to agree on new provision (s) to replace the invalid or nullified provision (s), whereby the purpose and purport of the invalid or nullified provisions will be observed as much as possible.

Article 3: Offers and prices

1. The offers made by Minkowski are valid for 30 days. Minkowski is only bound by the quotation if the acceptance thereof is confirmed in writing by the Client within 30 days. All this, unless parties have agreed otherwise in writing.
2. The prices in the aforementioned offers, quotations and offers are exclusive of VAT and other levies on behalf of the government.
3. If an agreement between Minkowski and a Client is offered on the basis of subsequent calculation, the quoted offer will always serve as a target price and the costs actually incurred by Minkowski will be passed on to the Client.
4. Minkowski cannot be held to an offer or quotation if the Client can or should reasonably understand that the offer or quotation, or any part thereof, contains an obvious mistake or error.

5. Minkowski is not bound by an acceptance by the Client that deviates (on minor points) from the offer included in the offer.
6. A composite quotation does not oblige Minkowski to provide part of the product or service at a corresponding part of the stated price.

Article 4: Execution of the agreement

1. Minkowski shall endeavor to execute the agreement to the best of its knowledge and ability in accordance with the requirements of good workmanship.
2. Minkowski reserves the right to have work performed by third parties.
3. The Client shall ensure that all information, which Minkowski indicates is necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, is provided to Minkowski in a timely manner. If the information required for the execution of the agreement has not been provided to Minkowski in time, Minkowski has the right to suspend the execution of the agreement and / or to charge the Client for the additional costs arising from the delay.
4. Minkowski will endeavor to comply with regulations in the area of privacy and the protection of personal data (including the General Data Protection Regulation and / or other (national or international) regulations). More information about how Minkowski handles personal data is included in Minkowski's privacy statement, as shown on its website.
5. If it has been agreed that the agreement will be executed in phases, Minkowski can suspend the execution of those parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.
6. If activities are carried out by Minkowski or third parties engaged by Minkowski at the location of the Client or a location designated by the Client, the Client will provide the facilities reasonably required by that employee (s) free of charge.

Article 5: Duration and cancellation

1. The agreement between Minkowski and the Client is entered into for the duration of the relevant project (i.e. the product or the service), unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
2. Minkowski has the right to temporarily or completely render products and services out of use and / or to limit their use if the Client fails to comply with the agreement and obligations towards Minkowski or acts in violation of these General Terms and Conditions. Minkowski will inform the Client of this in advance, unless this cannot in all reasonableness and fairness be required of Minkowski. The obligation to pay amounts due also remains during the decommissioning.
3. If the Client cancels the assignment in whole or in part, it is obliged to reimburse Minkowski to Minkowski for all costs reasonably incurred for the execution of the assignment. Furthermore, the Client is obliged to reimburse the costs arising from any commitments already entered into by Minkowski with third parties for the fulfillment of the assignment, and this without prejudice to Minkowski's ability to recover the damage resulting from the cancellation from the Client.
4. Without prejudice to the provisions of other provisions and without prejudice to Minkowski's rights to additional compensation, Minkowski has the right to dissolve the agreement without further notice of default or judicial intervention in the following cases (not exhaustively listed), if:
 - the Client is in default with the payment of his payment obligations;
 - the Client requests to grant a moratorium or the Client's bankruptcy is indicated by Client or applied for by one of the Client's creditors;
 - the Client is granted a temporary suspension of payment or if the Client is declared bankrupt;
 - the Client loses the free disposal of his assets and / or income in whole or in part (or is placed under guardianship or administration or the debt restructuring becomes applicable);
 - (Partial) the assets or other assets of the Client are (executively) seized; and
 - the Client sells or liquidates his company.

Article 6: Changes to or additions to the agreement

1. Changes or additions to the agreement must be agreed in writing.
2. If during the execution of the agreement it appears that for a proper implementation it is necessary to change or supplement the agreement, the parties will adjust the agreement in time and in mutual consultation.
3. If Minkowski has performed work or other services that fall outside the content or scope of the agreement at the request or with the prior consent of the Client, these activities or services will be reimbursed by the Client to Minkowski in accordance with Minkowski's usual rates. However, Minkowski is not obliged to comply with such a request and may require that a separate written agreement be concluded for this.
4. By an amendment or addition to the agreement, the originally agreed term of execution can be changed. Minkowski will inform the Client of this as soon as possible.
5. Failure to immediately implement the amended agreement will not constitute a breach of contract by Minkowski and will not be a reason for the Client to terminate or terminate the agreement.

Article 7: Delivery and delivery time

1. All terms mentioned by Minkowski are indicative. If the term is exceeded, Minkowski will inform the Client as soon as possible.
2. Exceeding agreed delivery times will in no way lead to default, since a delivery date can never be regarded as a strict deadline. The Client will have to give Minkowski notice of default in writing if the execution period is exceeded.
3. The client is obliged to purchase the products or services when they are made available to him.

Article 8: Force majeure

1. In the event of force majeure, the fulfillment of the parties' obligations will be (partially) suspended for the duration of the force majeure without the parties being mutually obliged to pay compensation.
2. Force majeure within the meaning of Article 8.1 does not include: a lack of personnel, strikes, illness, delay in the delivery or unsuitability of necessary goods and / or any failure by Third Parties.

Article 9: Payments and collection costs

1. Payment must be made within 30 days after the invoice date, in a manner to be indicated by Minkowski, in the currency in which the invoice was made. Objections to the invoices do not suspend the payment obligation. The client is not entitled to deduction, suspension and / or settlement.
2. If the Client fails to pay within the period of 30 days, the Client will be in default by operation of law. The client then owes statutory commercial interest. The interest on the claimable amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount.
3. Minkowski's claims against the Client are immediately due and payable if:
 - the Client is in default with the payment of his payment obligations;
 - the Client requests a suspension of payments or the bankruptcy of the Client is applied for by the Client or one of the Client's creditors;
 - the Client is granted a temporary suspension of payment or if the Client is declared bankrupt;
 - the Client loses the free disposal of his assets and / or income in whole or in part (or is placed under guardianship or administration);
 - (Partial) the assets or other assets of the Client are (executively) seized; and
 - the Client sells, dissolves or liquidates his company.
4. Payments are ex art. 6:44 BW in the first place to reduce the costs, then to reduce the interest due and finally to reduce the principal and accrued interest.
5. If the Client is in default in the fulfillment of its (payment) obligations, all reasonable costs incurred in obtaining payment out of court will be for the Client's account. The extrajudicial costs are in any case 15% of the total due amount (with a minimum of € 300). If Minkowski has incurred higher costs for collection, the actual costs incurred will be eligible for

reimbursement. Judicial and execution costs incurred are also recovered from the Client. Statutory interest is payable on the collection costs owed.

Article 10: Intellectual property

1. Unless otherwise agreed in writing, all intellectual property rights under the agreement, including but not limited to design law, patent law and copyright, belong exclusively to Minkowski. Insofar as an intellectual property right can only be acquired through a deposit or registration, Minkowski is exclusively authorized to do so.
2. If and insofar as transfer of (parts of) rights by the Client is necessary, the Client undertakes in full and unconditionally to provide all necessary cooperation.
3. Unless otherwise agreed in writing, the assignment does not include investigating the existence of rights, including patent rights, trademark rights, drawing or design rights, copyrights or portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the Client.
4. All documents and products provided by Minkowski, such as advice, agreements, program designs, models, slides, etc., are exclusively intended for use by the Client and may not be reproduced, made public by him without prior written permission from Minkowski or brought to the attention of third parties, unless the nature of the documents provided dictates otherwise.
5. Minkowski reserves the right to use the knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.
6. Minkowski is at all times entitled to state or have its name stated on or with the product or service, or to have it removed, provided that this concerns products or services in the categories of printed matter, periodical publications or internet sites.
7. After completing the assignment, neither the Client nor Minkowski have a retention obligation towards each other with regard to the materials and data used.
8. Unless agreed otherwise in writing, Minkowski is free to use what it produced for the Client for the purpose of its own publicity or marketing purposes.

Article 11: Complaints

1. Complaints about the work performed must be reported to Minkowski in writing by the Client within 8 days after discovery, but no later than 30 days after completion of the work concerned. The notice of default must contain as detailed a description as possible of the failure, so that Minkowski is able to respond adequately.
2. If the Client complains in time, this does not suspend his payment obligation. In that case, the client remains obliged to purchase the products or services and payment.
3. If the Client does not complain in time, he will no longer be entitled to repair, replacement or compensation, unless agreed otherwise in writing.
4. If a complaint is well-founded, Minkowski will still carry out the work as agreed, unless this has become demonstrably pointless for the Client. The latter must be made known in writing by the Client. In that case, Minkowski is only liable within the limits of Article 13.

Article 12: Obligations of the Client

1. The Client will always notify Minkowski in writing without delay of any changes in name, address, email and, if requested, his / her bank account number.

Article 13: Liability and indemnities

1. Minkowski is not liable for damage, unless there is intent or deliberate recklessness on the part of Minkowski.
2. Any (extra) contractual liability of Minkowski as a result of intent or deliberate recklessness is always limited to immediately suffered damage. Minkowski is never liable for indirect damage or consequential damage or other damage such as loss of turnover or loss of profit.
3. Any (extra) contractual liability of Minkowski is furthermore limited to the amount paid out by Minkowski's liability insurer.
4. The Client indemnifies Minkowski against third-party claims against Minkowski in connection with (alleged):
 - a. damage as a result of unlawful or careless use of the products or services delivered to the Client;

- b. damage as a result of a defect in the products or services supplied by Minkowski that were used, processed, processed, mixed, treated, stored, modified or (re) supplied by the Client with the addition of or in connection with the Client's own products;
- c. infringements of intellectual property rights on all materials and / or data provided by the Client that are used in the execution of the agreement;
- d. damage as a result of data, information, website (s) and the like stored by the Client.

Article 14: Confidentiality

1. Minkowski and the Client are obliged to maintain the confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been notified in writing by the other party or if this arises from the nature of the information.
2. If, on the basis of a statutory provision or a court decision, Minkowski is obliged to provide (co-) confidential information to third parties designated by law or the competent court and Minkowski cannot rely on any legal or competent court recognized or permitted right of non-disclosure, Minkowski is not obliged to pay compensation or compensation and the Client is not entitled to dissolve the agreement on the basis of any damage resulting from this.

Article 15: Transfer of rights and obligations

1. The client is not entitled to transfer the rights and obligations arising from the agreement to third parties without prior written permission from Minkowski.

Article 16: Changes to the General Terms and Conditions

1. Minkowski reserves the right to change and / or supplement these General Terms and Conditions at any time. The client agrees in advance with changes and / or additions.
2. The most recently published version or the version applicable at the time of the establishment of the legal relationship with Minkowski shall always apply.

Article 17: Applicable law and disputes

1. All legal relationships to which Minkowski is a party are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is excluded.
2. The court of Minkowski's place of business has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise.
3. The parties will only appeal to the courts after they have made every effort to settle a dispute by mutual agreement.