

GENERAL TERMS AND CONDITIONS DESIGNATHON WORKS

1. APPLICABILITY

- 1.1 These general terms and conditions (hereinafter '**General Terms and Conditions**') apply to all offers, quotes and agreements between STICHTING DESIGNATHON WORKS, acting under the name Designathon Works, (hereinafter '**Designathon**'), and a client and/or customer (hereinafter '**Customer**').
- 1.2 Insofar as not expressly agreed otherwise, these General Terms and Conditions apply and not the general terms and conditions of the Customer. The applicability of the general terms and conditions of the Customer is expressly rejected.
- 1.3 If one or more provisions in these General Terms and Conditions should at any time turn out to be void, in whole or in part, or otherwise non-enforceable, Designathon and Customer remain subject to the remaining terms of the General Terms and Conditions. Designathon and Customer will replace the void or non-enforceable provisions with a valid provision, which respects the purpose and the scope of the original provisions as much as possible.

2. QUOTES AND OFFERS

- 2.1 Unless expressly stated otherwise in the quote or offer, these are without obligation for Designathon and Customer. Designathon is not bound by the content of the quote or offer.
- 2.2 If an offer is of limited duration or if certain conditions apply, this shall be explicitly stated in the offer. Additionally, no rights can be derived from a quote or offer without a term for acceptance with respect to the availability of the products or services.
- 2.3 Without prejudice to Article 2.1, Designathon cannot be held to its quotes, offers or agreements if the Customer reasonably could have understood that the quotes, offers or agreements, or any part thereof, contained a manifest mistake or typographical error.
- 2.4 Unless otherwise agreed, the agreed rates exclude VAT and other governmental charges and exclude any costs incurred under the agreement, including travel, shipping and administrative expenses.
- 2.5 Offers or quotes do not automatically apply to future orders.

3. **DURATION OF THE AGREEMENT**

- 3.1 The (purchase) agreement is created after the Customer has placed an order with Designathon, whether or not following a previous quote from Designathon, and this order is confirmed by Designathon to the Customer. The confirmation will in principle be sent to an email address provided by the Customer.
- 3.2 If an agreement has been agreed for an indefinite period, Designathon and Customer may terminate it at any time, subject to a period of notice of 2 months, unless parties have agreed otherwise in writing. Agreements for fixed periods cannot be terminated prematurely, unless parties have agreed otherwise in writing. This provision shall apply without prejudice to the that provided in Articles 3.3 and 4.3.
- 3.3 Designathon is entitled to terminate or dissolve the agreement with immediate effect, or to cancel the order or agreement, in case of liquidation, (request for) suspension of payments or (request for) bankruptcy of the Customer, without any obligation for Designathon to pay any damage compensation or damage recovery. The claims of Designathon on the Customer are due and payable immediately in that case.

4. **PRICE & PAYMENT**

- 4.1 The Customer is obliged to pay the agreed price to Designathon at the time or times stated in the invoice. If no time is stated in the invoice, payment must always be made within 14 days of the invoice date. Payment will be made in a manner to be indicated by Designathon in the currency of the invoice, unless otherwise indicated in writing by Designathon.
- 4.2 During the period of validity stated in the offer, the prices for the products and/or services shall not be raised, except for price changes due to changes in VAT rates.
- 4.3 If the Customer does not meet the payment obligation within the deadline (from article 4.1, or deriving from a derogating, agreed-upon term), the Customer will be in default and the Customer owes the statutory interest over the amount still due. In addition, Designathon is entitled to charge the extrajudicial collection costs it incurs.
- 4.4 Designathon is entitled in the event of non-timely payment as defined in article 4.3 to terminate the agreement with immediate effect or to suspend (further) delivery until the Customer has fully met the payment obligations, including the costs.
- 4.5 If Designathon agrees with the Customer on a fixed fee or fixed price in an agreement that is not limited to a one-time delivery, Designathon is always entitled to increase this fee or price.

5. DELIVERY

- 5.1 If a term has been agreed or stated for the completion of certain work or for the delivery of certain items, exceeding this term does not result in default on the part of Designathon. If this term is exceeded, the Customer must therefore provide Designathon with a written notice of default. Designathon must be given a reasonable term to still perform under the agreement.
- 5.2 Designathon has the right to have certain work done by third parties.
- 5.3 Designathon is entitled to fulfil and/or deliver the agreement in phases and to invoice the performed parts individually, unless otherwise agreed.
- 5.4 The place of delivery will be the address provided by Customer to Designathon.
- 5.5 The Customer is obliged to take delivery of the goods when they are made available. If the Customer refuses delivery or is negligent in providing information or instructions necessary for delivery, Designathon is entitled to store the goods at the expense and risk of the Customer.
- 5.6 Customer is obliged to investigate the delivered item (or to have this done), immediately when the items are made available or the relevant work is done, as applicable. In addition, Customer should investigate whether the quality and quantity of that delivered corresponds with what has been agreed. Any visible defects must be reported to Designathon in writing within seven days of delivery. Any non-visible defects must be reported immediately upon discovery, but in any case no later than within fourteen days, to Designathon in writing. The report must include as detailed a description of the defect as possible, so that Designathon is able to respond adequately. Customer must give Designathon the opportunity to investigate a complaint (or to have this done).
- 5.7 If during the performance of the agreement it becomes apparent that for proper performance of the agreement it is necessary to modify or supplement the agreement, then the parties will consult in a timely fashion about modifying the agreement. This may also result in a change to the originally agreed amount, or the delivery or performance term.

6. FORCE MAJEURE

- 6.1 The delivery period referred to in Article 5.1 will be extended by the period during which Designathon is hindered in fulfilling its obligations by force majeure.
- 6.2 There is force majeure on the side of Designathon if, after closing a sales agreement, Designathon is hindered in fulfilling its obligations under this agreement or in completing the preparations for fulfilment as a result of war, danger of war, civil war, terrorism, riot, molest, fire, water damage, flooding, strike, company staffing, lock out, import and export barriers, governmental measures, machine failures, power supply failures, all in Designathon's business and that of third parties from whom Designathon must receive all or part of the necessary materials or raw materials, as well as in storage or during transport, whether or not managed by Designathon, and further due to all other causes outside the fault or risk of Designathon.

7. RETENTION OF TITLE

- 7.1 That delivered by Designathon in the context of the agreement remains the property of Designathon until Customer has properly met all the obligations under the agreement(s) closed with Designathon.
- 7.2 That delivered by Designathon that is subject to the retention of title under paragraph 1 may not be resold. Customer is not authorized to pledge or otherwise encumber in any other way items falling under retention of title.

8. DAMAGES

- 8.1 Designathon is not liable for any damage whatsoever arising because Designathon has relied on incorrect and/or incomplete information provided by or on behalf of the Customer, or due to incorrect use of the products by the Customer.
- 8.2 The liability of Designathon is limited to compensation for direct damage, up to a maximum of one time the invoice value of the part of the order the liability concerns.
- 8.3 Designathon is never liable for indirect damages, including consequential loss, loss of profits, missed savings and damage due to company stagnation.
- 8.4 The limitations to the liability included in this article under 8.1 through 8.3 will not apply if the damage is attributable to intent or deliberate recklessness of Designathon.
- 8.5 The liability of Designathon is limited in any case to the amount of the pay-out by its insurer in such a case.

8.6 Insofar as the liability of Designathon is limited or excluded under these provisions, any liability of subordinates and/or assistants involved in the agreement or the performance thereof shall be correspondingly limited or excluded.

8.7 Customer indemnifies Designathon for any third-party claims arising from the execution of the agreement between Designathon and Customer, except for intent or deliberate recklessness of Designathon.

9. **INTELLECTUAL PROPERTY**

9.1 The format and content of (the interpretation of) Designathon's ideas and products are copyright protected. Designathon reserves all rights with respect to its copyrights.

9.2 All rights regarding registered and/or unregistered trademarks, both nationally and internationally (of which Designathon is the holder or granted to Designathon) appearing on the website and/or on products are reserved.

9.3 Nothing delivered and/or contained in the website may be duplicated, reproduced, copied, sold, resold or otherwise used for commercial purposes without the prior written consent of Designathon.

10. **CHANGES**

10.1 Changes to the (sales) agreement and deviations from these general purchasing terms and conditions will only take effect if they have been agreed in writing or electronically between Designathon and Customer.

11. **APPLICABLE LAW AND CHOICE OF FORUM**

11.1 All legal relationships, agreements, quotes and disputes to which Designathon is a party are subject only to Dutch law. The applicability of the Vienna Sales Convention is excluded.

11.2 The Amsterdam District Court has exclusive jurisdiction to hear disputes between Designathon and Customer, except insofar as mandatory jurisdiction rules should stand in the way of this choice.