

# GENERAL TERMS AND CONDITIONS OF HENNING ROSE BOCK

## 1 Agreement, offers and confirmation

- 1.1 These terms and conditions apply to the exclusion of any purchase or other conditions of the client, applicable to the preparation, content and performance of all agreements between the client and the contractor.
- 1.2 All offers are without engagement and are valid for 2 months. Prices quoted may change undergone by an unforeseen change in the work. Prices exclude VAT and other government levies. The rates and offers not automatically apply to future orders.
- 1.3 Commissions must be confirmed in writing. By the client If the client fails to do so but consents to the contractor commence the execution of the command is, then the contents of the tender as agreed. Subsequent oral agreements and stipulations binding the contractor unless they have been confirmed. written by the contractor
- 1.4 If the client identical work to others than those Contractor wishes to provide or contract to another has previously provided, he must inform the contractor, stating the names of those other, accordingly. informed

## 2 The implementation of the agreement

- 2.1 The contractor will endeavor contract carefully and independently to enter the interests of the client to the best of its ability and strive to a useful result for the client. To the extent necessary, the contractor the client informed of the progress of the work.
- 2.2 The client is obliged to do what is reasonably necessary or desirable to make a timely and proper delivery by the contractor may so in particular by the time (to) delivering complete, sound and clear data or materials.
- 2.3 quoted by the contractor for completion of the design are approximations, unless the nature or content of the agreement otherwise. The client must give the contractor in case of excess writing. default by the specified deadline
- 2.4 Unless otherwise agreed, the performance of tests, the application of licenses and assessing whether the client's instructions meet statutory or quality, not to the contract by the contractor.
- 2.5 Prior to production, reproduction or disclosure is passed the parties must notify each other the opportunity the latest models, prototypes or checking proofs of the design and to approve. If the contractor already not in the name of the client, commands or instructions to manufacturing companies or other third parties, whether then the client on request the contractor to confirm. above approval in writing
- 2.6 Complaints must as soon as possible, but in any case within ten working days completion of the assignment, to be communicated in writing to the contractor in failing which the client is considered the result of the assignment fully have accepted.

## 3 Engagement of third parties

- 3.1 Unless otherwise agreed, instructions to third parties, under the creation of the design, by or on behalf of the client. On request the client, the contractor, for the account and risk of the client act as an agent. The parties may agree on a get compensation agree.
- 3.2 If the contractor at the request of the client an estimate of costs draws from third parties, such estimate will only be an approximation. Optionally behalf obtain the contractor bids.
- 3.3 If the performance of the contract the contractor an express appointment for own account and risk goods or services from third parties, and those goods or services are transferred to the client, then the provisions of the general conditions of the supplier with regard to the quality, quantity, quality and delivery of such goods or services will also apply to the client.

## 4 Intellectual property rights and property rights

- 4.1 Unless otherwise agreed, all rights arising from the contract of intellectual property including patents, design rights and copyright to the contractor. To the extent such a right only obtained can be an application or registration, only the contractor will jurisdiction.
- 4.2 Unless otherwise agreed, not part of the command to perform examination of the existence of rights, including patent rights, trademark rights, drawing or design rights, copyrights or rights of third parties. The same applies for any investigation into the possibility of such forms of protection for the client.

4.3 Unless the work is not suitable for that purpose, the contractor shall at all times be entitled to his / her name or at work (have) or deleting and it is the client is not permitted without prior approval work without make mention of the name of the contractor or public reproduce.

4.4 Unless otherwise agreed, all in the context of the assignment by the drawings contractor mediated, illustrations, prototypes, models, molds, designs, sketches, films and other materials or (electronic) files, property of the contractor, whether on the client or have been handed over to third parties.

4.5 Upon completion of the contract, neither the client nor the contractor against each other retention regarding the materials used and data.

## 5 Use and License

5.1 If the client has fulfilled his obligations under the agreement with the contractor, he will acquire an exclusive license to use the design solely for purposes of publication and reproduction

were agreed when the work was commissioned. There are no agreements about the destination, then the license will be restricted to that use of the design, for which at the time of providing of the contract were firm intentions. Such intentions must arguably the conclusion of the contract to the contractor to be known made.

5.2 The client is without the written consent of the contractor not entitled the design larger or otherwise (have) then use agreed. If not agreed broader or different use, below including any amendment, mutilation or infringement of the provisional or final design, the contractor shall be entitled to compensation for infringement of his / her rights of at least three times the agreed fee, or a fee that is reasonably and fairly proportional to the infringement committed, without prejudice to the contractor a fee for the actual ago to claim damages.

5.3 It is not (no longer) be allowed the posted use and any results within the framework of the contract to the client license granted will lapse: a from the moment the client (payment) obligations under the agreement is not (fully) meet or otherwise at fault, unless the Vande principal shortcoming in the light of the overall scope of is the work;

b. if the contract for any reason whatsoever, is terminated early unless the impacts are contrary to reasonableness and fairness.

5.4 The contractor taking into account the interests of the client, the freedom to use his own publicity or promotion. design

## 6 Fees and additional costs

6.1 In addition to the agreed fee, the costs, the contractor for the implementation of the contract, for reimbursement.

6.2 If the contractor due to late or non delivery of complete, sound and clear data / materials or any change or error instructions or forced more or to perform other work must This work will be charged on the basis of the usual separate contractor employed fee rates.

6.3 If the fee is in any way dependent upon events or circumstances to be reflected in the records of the client, the contractor after giving the client the right administration of the client by allowing an auditor chosen by the contractor Checking. If the result of the audit by the auditor more than 2% or € 100 from the report and statement by the client, the costs of this audit on behalf of the client.

## 7 Payment

7.1 Payments must be made within 30 days of invoice date. If, after the expiry of this period, the contractor (full) payment yet received, the client is in default and will owe interest to the statutory interest. All costs incurred by the contractor, such as litigation and extrajudicial and judicial costs, including the costs of legal assistance, bailiffs and debt collection agencies, made in connection with late payments shall be borne by the client. The extrajudicial costs are be not less than 10% of the invoice amount with a minimum of € 150, - excl.

7.2 The contractor shall be entitled to charge monthly fees for work performed and costs incurred for the implementation of the assignment.

7.3 The client will pay the amounts due to the contractor without discount or settlement, subject to settlement with the contract deals Having deductible advances that it has provided to the contractor. The Client is not entitled to payment of invoices already made to suspend. activities

## 8 Cancellation and termination of the agreement

8.1 If the client cancels a contract, he must, in addition to a compensation, the fees and expenses incurred in connection with the until then pay. work performed

8.2 If the agreement is terminated due to a contractor by the shortcoming in the fulfillment of the contract by the client, the client must, in addition to damages, the fees and made costs related to pay. the work done so Behaviors the client on which the contractor not reasonably may be that the contract is completed, in this context also required regarded as breach.

8.3 The compensation referred to in the preceding two paragraphs of this article, at least include the costs arising from the contractor in his own name for the fulfillment of the commitments entered into contract with third parties, and at least 30% of the remaining part of the fee that the client in full fulfillment of the commission would be due.

8.4 Both the contractor and the client will have the right to contract immediately terminate in the event of bankruptcy or (preliminary) in whole or in part suspension of the other party. In case of bankruptcy of the client, the Contractor shall be entitled to terminate the license, unless the consequences are contrary to reasonableness and fairness.

8.5 In the event of termination by the client on the grounds of breach in the fulfillment of the obligations by the contractor will already delivered performance and the related payment obligation can not canceled, unless the customer proves that the contractor is of that performance. Amounts that the contractor before the dissolution charged in connection with what he already implementing the agreement to properly performed or delivered, remain in compliance with the preceding sentence remain payable and at the time of the dissolution immediately payable.

8.6 If the work of the contractor consists of repeatedly performing similar work, then the applicable agreement, unless otherwise agreed, are perpetual writing. This agreement may be terminated by written notice, with only observance of a reasonable notice of at least three months.

## 9 Warranties and indemnities

9.1 The Contractor warrants that the goods supplied by or on behalf of him / her designed and that if there is copyright on the design alone, he / she is the author within the meaning of the Copyright Act and as the copyright owner can dispose of the work.

9.2 The client indemnifies the contractor or by the contractor in the command engaged people from all claims of third parties arising from the application or use of the result of the command.

9.3 The client indemnifies the contractor against claims relating to intellectual property rights on materials supplied by the client or data, which can be used. with the execution of the command

## 10 Liability

10.1 The contractor is not liable for: a errors or defects in materials supplied by the client; made.

b. misunderstandings, errors or defects in the implementation of the agreement if such misunderstandings or cause found in acts of client, such as late or non delivery of complete, sound and clear information / materials.

c. errors or omissions by or on behalf of the client third parties.

d. defects in bids from suppliers, or excess of quotations of suppliers.

e. errors or defects in the design or text / data if the client, in accordance with Art. 2.5 has given his approval or is asked to perform an inspection and do not use the opportunity made.

f. errors or defects in the design or text / data if the client the creation or execution of a determined (e) model, or prototype test has dropped, and the errors in such (e) model, prototype or test or would have been visible.

10.2 The contractor is liable only for attributable to him direct damage. Direct damage is only: reasonable costs to determine the cause and extent of the damage, where the establishment relates to damage in the sense of these conditions;

b. any reasonable costs necessary to the poor performance of the to answer the contractor to the agreement;

c. reasonable costs incurred to prevent or mitigate damage, insofar as the client demonstrates that said costs have led to the limitation of direct damage under these conditions. Liability of the Contractor for all other

than for damage, such as indirect damage, including consequential damage, loss of profits, mutilated or lost information or materials, or damage due to business interruption.

10.3 Except in case of willful misconduct or gross negligence of the contractor or the management of the contractor's subordinates therefore except the liability of the contractor for damages arising from an agreement or a tort committed against the client is limited to the amount invoiced for the portion of the contract, less the costs incurred by the contractor for use of third parties, provided that such amount shall not exceed € 45,000 higher and in any event be limited to the amount that the insurer in the occurring If the contractor pays.

10.4 Any liability will expire one year from the time the job is completed.

10.5 The Client shall, if reasonably possible, copies of which he provided materials and information provided to adhere to the contract is fulfilled. If the client fails, the contractor can not be held liable for damage would not have occurred. the existence of these copies

## 11 Other provisions

11.1 The client is not allowed any right of a contractor with the to transfer, to third parties other than close agreement to the transfer of its whole enterprise.

11.2 The parties are obliged facts and circumstances, in the context of contract be notified to the other party, confidential. Third parties, at which the performance of the contract are concerned, In regard to these facts and conditions from the other party to the same confidential treatment can be bound.

11.3 The headings should only included for easy in these conditions and are no part of these conditions.

11.4 The agreement between the contractor and the client Dutch law. The right to hear and decide disputes between the contractor and the client is the competent court in the district where the contractor is established or authorized by the law, at the discretion of the contractor.

January 2013, Rotterdam







