

## TERMS AND CONDITIONS

### Article 1. Agreement, quotation and confirmation

#### 1.1 Applicability General terms and conditions

These general terms and conditions apply to all offer requests, proposals, contracts of all agreements concluded between the client and Designlab Lk.

Client means: company, individual or legal body, acting on behalf of a company or legal entity.

Applicability of any purchase or other conditions of the client is explicitly rejected. If one or more provisions of these general terms and conditions be void in whole or in part, at any time or annulled, the other in these general terms and conditions apply.

#### 1.2 Offers

Offers are valid for 2 weeks after quotation date unless otherwise stated in the relevant quote. Quotes changes subject in the works. All rates and discounts do not apply automatically on future assignments. Offers and tenders shall not apply automatically to future assignments.

#### 1.3 Written confirmation

Assignments must be confirmed by the client in writing. If the client does not do this, but nevertheless agrees Designlab Lk starting the assignment, then the content of the offer applies.

Further verbal agreements and stipulations bind Designlab Lk only after they have been confirmed in writing by Designlab Lk.

#### 1.4 Multiple clients

If the client wishes to provide the assignment to others besides Designlab Lk at the same time, he should give notice to Designlab Lk, indicating the names of these others, in advance.

### Article 2. Implementation of the agreement

#### 2.1. Completion of the contract

Designlab Lk will strive to carry out the agreement carefully and independently, the interests of the principal to serve to the best of its knowledge and seek a usable result for the client. To the extent necessary Designlab Lk the client will be informed of the progress of the work.

#### 2.2 Provision of data

Client is obliged to do all that, reasonably necessary or appropriate to a timely and correct delivery by Designlab Lk, in particular the timely (let) delivery of complete, sound and clear data or materials.

#### 2.3 Disclosure and reproduction

prior to production, reproduction or disclosure is passed should parties the opportunity to make the last models, prototypes or sample to check and approve the design. If Designlab Lk, whether or not in the name of the client, agreement or will give clues to production companies or other third parties, then the client must at the request of Designlab Lk are mentioned above to confirm approval in writing.

## 2.4 Term of delivery

A specified term by Designlab Lk for the accomplishment of the design has an indicative plan, unless the nature or the content of the agreement otherwise.

Designlab Lk, also at a specified time limit for completing the design, first in default after the client him/her by registered mail in default and fulfilment within the reasonable period of time mentioned in the notice of default is not provided.

## 2.5 Term of delivery

The client shall Designlab Lk at least 2 copies of the publication free of charge, or of the relevant part thereof, to receive, within 2 weeks after disclosure or publication of the work done by Designlab Lk. The delivery period is never a deadline.

## 2.6 Tests, licensing and legal provisions

Unless otherwise agreed are running tests, the application of permits and judging or instructions from the client comply with legal or quality standards are not within the Mission of Designlab Lk.

## 2.7 Complaints

Complaints must as soon as possible, but in any case within ten working days following receipt by the client of any complaint act reasonably worthy of becoming acquainted but in any case within ten working days upon completion of the contract , to be communicated in writing to Designlab Lk. To handle a complaint may not derive any rights from the client. Designlab Lk is, after a complaint is justified, always entitled to replace the service at the discretion of Designlab Lk.

## Article 3. Intellectual property rights and proprietary rights

### 3.1 Copyright and intellectual property

Unless otherwise agreed, all intellectual property rights arising from the order and the copyright to Designlab Lk. in so far as such a right can be obtained only by a filing or registration, then only Designlab Lk competent to do so.

### 3.2 Research into the existence of rights

Unless otherwise agreed, does not belong to the agreement conducting research into the existence of patent rights, trademark rights, design rights, copyrights and portrait rights of third parties. The same goes for a possible investigation of the possibility of such forms of protection for the client.

### 3.3 Attribution license

Unless the work makes it impossible, to all times entitled to Designlab Lk is her name on or near the work and on the delivered to mention or remove website and is it the client is not permitted without prior consent, unless otherwise agreed, the work without mention of the name of Designlab Lk to disclose or reproduce.

### 3.4 Retention of title

Unless otherwise agreed, in the context of the assignment by Designlab Lk designs, materials or (electronic) files and all intellectual property rights owned by Designlab

Lk. The client may, unless otherwise agreed, by no means towards Designlab Lk claim issue or delivery of the designed by Designlab Lk/used digital source files. This also applies on any third parties.

## Article 4. Use and license

### 4.1 Usage

When the client fully complies with its obligations under the agreement with Designlab Lk, it obtains an exclusive license to use the design as far as this concerns the right of disclosure in accordance with the agreed destination at the command. There are no agreements about the destination, then the licensing remains limited to the use of the design, for which at the time of providing the agreement fixed intention existed. These resolutions serve arguably for the conclusion of the agreement to Designlab Lk known to have been made.

### 4.2 Wider use

Without the written permission of Designlab Lk client is not entitled to use the design more broadly than what was agreed upon.

### 4.3 Changes

Unless otherwise agreed, the client is not allowed to, without the written permission of Designlab Lk, make changes in the provisional or final designs affixing or having affixed.

### 4.4 Own promotion

Designlab Lk has own promotion taking into account the interests of the principal, the freedom to use the design for its own publicity or promotion.

## Article 5. Fees

### 5.1 Fees and additional costs

In addition to the agreed payment costs which Designlab Lk makes for the execution of the contract, must also be paid by the client. Designlab Lk is entitled to adjust its rates annually to reasonableness and follow at least the apply the price indexing. All prices are exclusive of VAT.

### 5.2 Force majeure

Designlab Lk is not obliged to fulfill any obligation to the client if they are prevented from doing so as a result of a circumstance that is not due to her fault and not under law, legal act or generally accepted for her account.

### 5.3 Fees for additional work

If Designlab Lk by late or non-delivery of complete, sound and clear data or/materials or by a modified or incorrect command or to carry out other work is more forced or briefing, will this work be honored, on the basis of the usual fee rates used by Designlab, Lk.

## 5.4 Audit

If the remuneration is in any way is subject to facts or circumstances, which should be evident from the administration of the client, Designlab Lk after an indication of the client has the right administration of the client by a chartered accountant. If such a check shows that the task of the client does not match the actual course of events, will cover these control responsibility of the client.

## 5.4 Third parties

Designlab Lk is not liable for shortcomings of a third party or for shortcomings of third parties information received. Client indemnifies Designlab Lk from liability of third parties.

## Article 6. Payment

### 6.1 Payment

Payments must be made within 14 days after the invoice date to find places on bank account number NL21RABO0310546729 t.n.v. L.E.M. Kuiper, Designlab Lk to Oude Wetering, quoting the invoice number. If, after the expiry of this period by Designlab Lk no (full) payment is received, the client is in default and he owes interest equal to the legal interest rate. All costs incurred by Designlab Lk, such as process costs and extrajudicial and judicial costs, including the costs for legal assistance, bailiffs and debt collection agencies, in connection with late payments, shall be borne by the client. The extrajudicial costs are set at at least 10% of the invoice amount, with a minimum of € 150,-.

### 6.2 Periodic payments

Designlab Lk has the right to charge monthly fees are for work performed and costs incurred for the execution of the command.

### 6.3 No discount or compensation

Designlab Lk payments by client are due, unless agreed otherwise, without discount or compensation, subject to the agreement relating to set-off against deductible advances, which he to Designlab Lk has provided.

### 6.4 Expired License

From the moment the client payment obligations under the agreement are not (fully) comply or otherwise is in default, it is the principal does not (any longer) allowed the posted results to use and comes in the context of the client any license to lapse, unless the shortcoming of the client in the light of the entire job is of secondary importance.

## Article 7. Termination and dissolution agreement

### 7.1 Termination agreement by the client

When the command is -regardless of the reason for cancellation- the client full remuneration due, unless there is evidence of absence of Designlab Lk in the

implementation of the agreement. Amounts invoiced before the dissolution Designlab Lk related with what Designlab Lk in performance of the contract already performed or delivered properly, remain subject to the previous sentence payable at the time of the dissolution immediately due and payable.

## 7.2 Dissolution agreement by the supplier

If the agreement by Designlab Lk is dissolved due to an attributable shortcoming in the performance of the agreement by the client, the latter the fees and the costs incurred with respect to the work carried out until then. Behaviour of the client on the basis of which it can be taken that could not reasonably have been more Designlab Lk the command is completed, in this context considered partly responsible.

## 7.3 Bankruptcy

Both Designlab Lk if the client have the right to terminate the agreement immediately in whole or in part, in the event of the bankruptcy or moratorium comes into of the other party.

## 7.4 Use result after premature termination

The client is not (or no longer) allowed to use the work as well as to reproduce and each under the contract to the client usage rights expire from the moment the client (payment) obligations under the agreement do not (fully) comply; as well as when the contract, for any reason, ends prematurely, unless the consequences are contrary to reasonableness.

## Article 8. Warranties and disclaimers

### 8.1 Indemnification for claims about use of the design

The client indemnifies Designlab Lk or by Designlab Lk at the command enabled people from all claims from third parties arising from the applications or the use of the result of the command.

### 8.2 Materials and data provided

The client indemnifies Designlab Lk for claims with regard to intellectual property rights on material or data provided by the client, which are used in the execution of the assignment.

## Article 9. Liability

### 9.1 Liability Designlab Lk cannot be held liable for:

- errors in the material provided by the client.
- misunderstandings or errors with regard to the implementation of the agreement if such cause found in acts of the principal, such as late or non-delivery of complete, sound and clear data/materials.
- errors by third parties engaged by or on behalf of the client.
- errors in the design or the text/data if the client has given his approval, or has been

given an opportunity to carry out a check and has indicated to such a check no need to have.

- errors in the design or the text/data if the client making or to run from a certain (e) model, prototype or pilot hath, and these errors in such model, prototype or though would have been observable.

## 9.2 Limitation of liability

Except intentionally caused damage by Designlab Lk, the liability of Designlab Lk, on whatever account, directly or indirectly, arising from a given command to Designlab Lk at all times limited to the amount determined by the liability insurance of Designlab Lk in that case will be distributed. The client indemnifies Designlab Lk Furthermore fully against any claims for damages of third parties, on whatever account, and the client is liable to Designlab Lk liable for all costs arising therefrom. If Designlab Lk should be liable for any damage, then the liability of Designlab Lk limited to a maximum of twice the invoice value of the order, at least to that portion of the order to which the liability relates.

## 9.3 Loss of the right to liability

Due liability be barred by the expiration of one year from the time that the command was completed.

## 9.4 Copies materials

The client is obliged, if reasonably possible, copies of the materials and data provided by him among themselves until the contract is fulfilled. If the client do not do this, Designlab Lk can not be held liable for damage that came with the existence of these copies was not occurred.

## 9.5 Data retention

After completing the task, neither the client nor Designlab Lk towards each other a data retention regarding the used materials and data.

## Article 10. Remaining provisions

### 10.1 Transfer to third parties

The client is not allowed any right from a contract concluded with Designlab Lk to transfer to third parties, unlike transfer of its entire business.

### 10.2 Confidentiality

Parties are held for facts and circumstances, which under the contract to the other party, confidential. Third parties who may be involved in the execution of the assignment, will apply to these facts and circumstances submitted by the other party are bound to the same confidential treatment.

### 10.3 Dutch law applies to these terms & conditions

On the agreement between Designlab Lk and the client is the Dutch law is applicable. The general terms and conditions are always to be found on the website [www.designlablk.com](http://www.designlablk.com) also be the general terms and conditions shall be sent free of

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charge at the request of the client. In disputes arising from the agreement (s) between Designlab Lk and the client, or the disputes arising under the terms and

conditions shall be submitted to the Amsterdam District Court, unless the law requires otherwise.