

GENERAL CONDITIONS

OF: Stip Studio
Floralaan 5,
3904 BX Veenendaal
Nederland
0318-553368
to be referred to hereinafter as: Stip Studio

Article 1 Definitions

1. In these general conditions the following terms shall be used in the following sense, unless explicitly laid down otherwise:
Stip Studio: the user of the general conditions;
Other party: the contracting party of Stip Studio acting in the exercise of a profession or the operation of a business;
Agreement: the agreement between Stip Studio and the other party.

Article 2 General

1. The provisions of these general conditions apply to every offer and every agreement between Stip Studio and another party, upon which Stip Studio has declared these conditions applicable in so far as these conditions have not explicitly been deviated from by parties in writing.
2. The conditions in question also apply to all agreements with Stip Studio, the execution of which, require the involvement of third parties.
3. In the event that one or more provisions in these general conditions are invalid or should become void, the other provisions of these general conditions shall continue to apply in full. Stip Studio and the other party shall then discuss in order to agree on new provisions to replace those that are invalid or have become void, in the course of which if, and to the extent possible, the aim and purpose of the original provision is observed.

Article 3 Offers and tenders

1. All offers are free of obligation, unless the offer contains a term of acceptance.
2. The offers submitted by Stip Studio are free of obligation; they are valid for thirty days, unless indicated otherwise. Stip Studio will only then be bound to the offers if acceptance thereof is confirmed in writing by the other party within thirty days.
3. Delivery times in offers from Stip Studio are indicative and exceeding thereof does not give the other party the right to termination or compensation, unless explicitly agreed otherwise.
4. The prices in the offers and tenders mentioned before are excluding VAT and other government levies, as well as shipping costs, transport costs and packing costs, if any, unless explicitly stated otherwise.
5. If the acceptance deviates (on minor points) from what has been laid down in the offer, Stip Studio will not be bound hereto. The agreement will then not be effected in accordance with this deviating acceptance, unless otherwise indicated by Stip Studio.
6. A composed price quotation does not oblige Stip Studio to delivery of part of the goods included in the offer or tender against a corresponding part of the price quoted.
7. Offers and tenders do not automatically apply to repeat orders.

Article 4 Execution of the agreement

1. Stip Studio shall execute the agreement to the best of its knowledge and ability and corresponding with the demands of good workmanship. All this based on the latest scientific knowledge at the time.
2. If and in so far as a good execution of the agreement so requires, Stip Studio has the right to have certain works performed by third parties.
3. The other party ensures that all data indicated by Stip Studio to be necessary, or which the other party should reasonably understand to be necessary for the execution of the agreement are forwarded to Stip Studio in good time. If the data necessary for the execution of the agreement are not forwarded to Stip Studio in time, Stip Studio will have the right to suspend the execution of the agreement and / or to charge the extra costs resulting from the delay to the other party in accordance with the usual rates.
4. The principal is obliged to carefully inspect the typesetting proofs, printing proofs or other proofs it receives from Stip Studio, either or not at its request, for faults and defects and to return these to Stip Studio, either corrected or approved, with due speed.
5. Approval of the proofs by the principal is considered an acknowledgement that Stip Studio has carried out the works that precede the proofs correctly.
6. Stip Studio is not liable for abnormalities, faults and defects that have remained unnoticed in proofs approved or corrected by the principal.

7. Each proof manufactured at the request of the principal is charged apart from the agreed upon price, unless it has been explicitly agreed that the costs of these proofs are included in the price.
8. Stip Studio is not liable for damage, of whatever nature, resulting from Stip Studio using incorrect and / or incomplete information provided by the other party as a departure point.
9. If it is agreed that the agreement will be executed in phases, Stip Studio may suspend those segments that belong to a following phase until the other party has given its approval for the preceding phase in writing.
10. If Stip Studio or third parties deployed by Stip Studio perform works in the framework of the assignment at the other party's location or at a location appointed by the other party, said other party will provide for the facilities reasonably required by the workers free of charge.
11. The other party indemnifies Stip Studio for any claims from third parties, which in connection with the execution of the agreement suffer damages that are attributable to the other party.

Article 5 Delivery

1. Delivery is effected ex Stip Studio.
2. The other party is obliged to take possession of the goods the moment that Stip Studio delivers them, or has them delivered, or else the moment that these are made available to him under the agreement.
3. If the other party refuses to take possession or remains in default regarding the provision of information or instructions required for delivery, Stip Studio shall be entitled to store the goods at the expense and risk of the other party.
4. If the goods are delivered, Stip Studio shall be entitled to charge possible delivery costs. These will then be invoiced separately.
5. If Stip Studio requires information from the other party in the framework of the execution of the agreement the delivery time will start after the other party makes this available to Stip Studio.
6. If a deadline for delivery is set by Stip Studio, this will be indicative. A delivery deadline stated is therefore never final. If a term is exceeded, the other party must give Stip Studio notice of default in writing.
7. Stip Studio is entitled to deliver the goods in parts, unless this is deviated from under the agreement or when there is no independent value vested in the partial delivery. Stip Studio shall be entitled to invoice the delivery separately.
8. If it is agreed that the agreement will be executed in phases, Stip Studio may suspend the execution of those segments that belong to a following phase until the other party approves the results of the preceding phase in writing.

Article 6 Samples and designs

1. If the other party is shown or given a sample or design, it will be regarded as to have merely been given as indication, without the product having to answer thereto, unless it is explicitly agreed that the product will correspond therewith.

Article 7 Inspection, claims

1. The other party is obliged to inspect the delivered product (or have it inspected) at the moment of delivery, in any case within as short a term as possible. At such time the other party shall be required to inspect as to whether the quality and quantity of the delivered products correspond with what has been agreed upon, or at any rate complies with the demands applicable thereto in regular trading transactions.
2. Any visible defects or shortages are to be reported to Stip Studio in writing within three days after delivery. Defects or shortages that are not visible must be reported within 1 week after their discovery yet no later than 3 months after delivery.
3. If pursuant to the previous subsection a timely claim is made, the other party will remain obliged to take possession and pay for the goods purchased. If the other party wishes to return defective goods, such will be done with prior written consent of Stip Studio in the way as stipulated by Stip Studio.

Article 8 Payments, price and costs

1. Stip Studio may pass on increase in prices, if between the moment of offering and the execution of the agreement significant price changes have occurred, for instance pertaining to exchange rates, wages, raw materials, semifinished products, packing material, social and fiscal burdens.
2. The prices applied by Stip Studio are excluding VAT and any other levies and any costs to be incurred in the scope of the agreement, unless pointed out otherwise.

Article 9 Amendment of the agreement

1. If during the execution of the agreement, it becomes apparent that for an adequate execution it is necessary to amend and or supplement the works that are to be performed, the parties will adjust the agreement accordingly in time and in joint consultation.
2. If parties agree that the agreement is amended and / or supplemented, the time of completion of the execution may be influenced by this. Stip Studio shall inform the other party of this as soon as possible.

3. If the amendment and / or supplement has financial consequences and / or consequences attached to a certain capacity, Stip Studio will inform the other party of this in advance.
4. If a fixed rate is agreed, Stip Studio will then point out to what extent the amendment or supplement of the agreement results in exceeding this fixed rate.
5. In deviation from the provisions laid down herewith Stip Studio shall not be allowed to charge additional costs if the amendment or supplement is the result of circumstances attributable to Stip Studio.

Article 10 Payment

1. Payment must be made within 30 days after the invoice date, in a manner as instructed by Stip Studio, in the currency indicated on the invoice. Objections about the amount of the invoices do not suspend the obligation to pay.
2. If the other party fails to pay within the term of 30 days, it will be in default by operation of the law. The other party will then owe interest of 2% per month, unless the statutory interest rate is higher, in which case the statutory interest rate will apply. The interest over the amount due and payable will be calculated as from the moment that the other party is in default until payment of the total amount has been fulfilled.
3. In case of liquidation, bankruptcy, attachment or suspension of payments of the other party, all amounts owed to Stip Studio by the other party become immediately due and payable.
4. Stip Studio is entitled to apply the payments made by the other party firstly to settle the costs, then the interest that has fallen due and finally the principle and the current interest.
Stip Studio may, without being in default as a result, refuse an offer for payment if the other party indicates an alternative sequence of settling debts.
Stip Studio may refuse full payment of the principal sum, if therewith payment of the interest that has fallen due and the and current interest along with the costs is not fulfilled as well.

Article 11 Retention of title

1. All goods supplied by Stip Studio, also including any designs, sketches, drawings, (electronic) files, etc. shall remain the property of Stip Studio until the other party has complied with all the obligations resulting from agreements entered into with Stip Studio.
2. The other party is not allowed to pledge, or encumber in any other way, the goods that are subject to retention of title.
3. If third parties should seize delivered goods that are subject to retention of title, or else wish to establish or assert rights thereupon, the other party shall be obliged to inform Stip Studio thereof as soon as may reasonably be expected.
4. The other party commits itself to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage and also to make the policy of this insurance available for inspection at first request.
5. Goods delivered by Stip Studio that, pursuant to the provisions sub 1 of this article, are subject to retention of title, may only be sold on in the framework of ordinary business activities and may never be used as instrument of payment.
6. In the event that Stip Studio wishes to exercise its proprietary rights as referred to in this article, the other party gives unconditional and irrevocable permission to Stip Studio or third parties appointed by Stip Studio to access all locations where Stip Studio property is stored and to repossess these goods.

Article 12 Warranty

1. Stip Studio warrants that the goods that are to be delivered meet the customary requirements and standards that may be attached thereto and that they are free from any defects whatsoever.
2. The warranty as referred to sub 1. applies for a term of three months after delivery.
3. If the goods that are to be delivered fail to meet these warranties, Stip Studio shall, within a reasonable term after receipt thereof, or else, if in fairness returning is not possible, after receipt of a written notice from the other party, relevant to the defect and at the discretion of Stip Studio, replace or arrange to repair the relevant good. In case of replacement the other party commits itself to return the replaced good to Stip Studio and to grant ownership to Stip Studio.
4. The warranty referred to here does not apply when the defect arises as a result of improper use or misuse, or when, without written consent from Stip Studio, the other party or third parties have made alterations to, or else attempt to make alterations to the good or have used the good for purposes it is not designated for.

Article 13 Collection costs

1. If the other party is in default of, or fails to comply with one or more of its obligations, all reasonably incurred costs to obtain an out-of-court settlement will be borne by the other party. If the other party remains in default of the timely fulfillment of a sum of money, it will incur an immediately due and payable penalty of 15% of the outstanding amount, with a minimum of € 50,00.
2. If Stip Studio incurs higher costs which, in fairness, were necessary these will also be reimbursable.
3. Any court costs and execution costs reasonably incurred shall also be borne by the other party.

4. The other party will owe interest on the collection costs incurred.

Article 14 Suspension and termination

1. Stip Studio is authorized to suspend compliance with the obligations or terminate the agreement if:

- the other party fails to comply, or fails to comply fully with the obligations under the agreement.
- after concluding the agreement, Stip Studio learns of circumstances which provide valid ground for fearing that the other party will not comply with its obligations. In case there is valid ground for fearing that the other party will comply only partly or not adequately, the suspension will only be allowed to the extent justified by the breach.
- the other party upon concluding the agreement is requested to provide security for the compliance with its obligations under the agreement and this security is not forthcoming or insufficient. As soon as security is provided, the authority to suspend will cease, unless this compliance is unreasonably delayed because of this.

2. Furthermore Stip Studio is authorized to terminate the agreement (or have it terminated) in case of circumstances that are of such a nature that compliance with the agreement becomes impossible, or according to criteria of reasonableness and fairness, compliance can no longer be required, or else if circumstances occur otherwise that are of such a nature that unaltered upkeep of the agreement, in fairness, may not be expected.

3. If the agreement is terminated the claims from Stip Studio towards the other party shall be immediately due and payable. If Stip Studio suspends compliance with the obligations, it will retain its claims under the law and the agreement.

4. Stip Studio at all times retains the right to claim compensation.

Article 15 Liability

1. If goods delivered by Stip Studio prove defective, the liability of Stip Studio towards the other party will be limited to the provisions under "Warranties" of these general conditions.

2. If Stip Studio is liable for direct damage, this liability will be limited to no more than one time the amount of the claim, or at any rate, that part of the agreement pertaining to the liability.

The liability is at all times limited to no more than the amount of the payment to be provided by the insurer of Stip Studio where applicable.

3. Direct damage shall only mean:

- the reasonable costs to determine the cause and extent of the damage, in so far as the determination pertains to damage under these provisions;
- the reasonable costs incurred, if any, to have the defective performance by Stip Studio conform to the contract, unless this defect cannot be attributed to Stip Studio;
- reasonable costs incurred to prevent or limit damage, in so far as the other party demonstrates that these costs have resulted in limitation of direct damage as referred to in these general conditions.

4. Stip Studio is never liable for indirect damage, including consequential damage, loss of profits, lost savings and loss due to business interruption.

5. The liability limitations for direct damage included in these conditions do not apply if the damage is attributable to intent or gross negligence on the part of Stip Studio and its subordinates.

Article 16 Risk transfer

1. The risk of loss or damage of products that are objects of the agreement transfer to the other party the moment that transfer of title and/or actual transfer of the products to the other party is effected and, in addition, these products are brought under control of the other party or a third party to be appointed by the other party.

Article 17 Force majeure

1. Parties are not liable to comply with any obligation if they are obstructed to do so as a result of a circumstance that is not their fault, nor if it is not accountable by law, a legal act or according to generally accepted standards.

2. Besides what is prescribed to that effect in the law and in case law, force majeure in these general conditions shall mean all external causes, expected or unexpected, which Stip Studio cannot exert influence on, but as a result of which, Stip Studio is unable to comply with its obligations. This includes, among other things: strikes at Stip Studio, fire, strike and lockout, defective machines and measures by governments, breach of contract by suppliers, traffic or transport delays or illness of the executor.

3. Stip Studio may also invoke force majeure if the circumstance that prevents further compliance presents itself after Stip Studio was supposed to have complied with its commitment.

4. Parties may suspend the obligations under the agreement for the duration of the force majeure. If this period lasts longer than six months each party will be entitled to terminate the agreement, without the obligation to compensate the other party for damages.

5. To the extent that Stip Studio, at the time force majeure occurs, has already complied with its obligations under the agreement, or will be able to comply with them, and the part already complied with or the part yet to be complied with respectively are entitled to independent value, Stip Studio shall have the right to invoice the part already complied with and the part yet to be complied with separately. The other party is obliged to pay this invoice as if it were a separate agreement.

Article 18 Indemnifications

1. The other party indemnifies Stip Studio for claims from third parties pertaining to rights of intellectual ownership on material or data provided by the other party, used in the execution of the agreement.
2. If the other party provides information carriers, electronic files or software, etc. to Stip Studio, the former will warrant that the information carriers, electronic files or software are free from viruses and defects.

Article 19 Intellectual property and copyrights

1. Without prejudice to the provisions in these general conditions Stip Studio retains the rights and powers accrued to Stip Studio under the Copyright Act.
2. The other party is not allowed to make changes to the goods, unless otherwise provided by the nature of the goods delivered or otherwise agreed upon in writing.
3. Any designs, sketches, drawings, software and other materials or (electronic) files produced by Stip Studio in the scope of the agreement will remain the property of Stip Studio, regardless of whether these are made available to the other party or third parties, unless agreed otherwise.
4. All documentation provided by Stip Studio, if any, such as designs, sketches, drawings, software, (electronic) files, etc. are exclusively destined for use by the other party and may not be multiplied, disclosed or brought to the attention of third parties by the other party without prior consent from Stip Studio, unless the nature of the documentation referred to provides otherwise.
5. Stip Studio retains the right to use any increased knowledge resulting from the execution of the works for other purposes, in so far as herewith no confidential information is communicated to third parties.

Article 20 Confidentiality

1. Both parties are bound to secrecy on all confidential information they acquire from each other in the framework of the agreement or from other sources. Information is considered confidential if this is communicated by a party or if this arises from the nature of the information.
2. If based on a statutory provision or a court decision, Stip Studio is bound to also provide confidential information to third parties appointed by the law or the competent court and Stip Studio, in this matter, cannot claim a right recognized by law or a right recognized or permitted by the competent court to refuse to give evidence, Stip Studio will not be bound to provide compensation or indemnification and the other party will not be entitled to terminate the agreement based on any damage arising from this.

Article 21 Disputes

1. The court in the place of business of Stip Studio has exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Nevertheless, Stip Studio has the right to submit the dispute to the court which has jurisdiction according to the law.
2. Parties will appeal to the court only after having made every effort to settle the dispute in joint consultation.

Article 22 Applicable law

1. Every agreement between Stip Studio and the other party is subject to Dutch law. The Vienna Sales Convention is explicitly excluded.

Article 23 Amendment, explanation and location of the conditions

1. These conditions are filed at the office of the Chamber of Commerce in Utrecht.
2. In case of explanation of the content and purport of these general conditions, the Dutch text thereof will at all times be decisive.
3. The version in force at the time the agreement was concluded will apply at all times.