

General Terms and Conditions

Aug
2023

These General Terms and Conditions apply to every Agreement between the Client and Studio Jorn Jilesen, located in the Netherlands at 3511 HR Utrecht, Schroeder van der Kolkstraat 17 BS, and registered with the Chamber of Commerce under registration number 68913591. Deviations from these General Terms and Conditions can only be agreed upon in writing between the Client and Studio Jorn Jilesen.

Art. 1 General definitions

Studio Jorn Jilesen	The user of these General Terms and Conditions as referred to in Article 6:231 of the Dutch Civil Code.
Counterparty	The counterparty as referred to in Article 6:231 of the Dutch Civil Code .
Client	A party that grants an assignment to Studio Jorn Jilesen in the sense of Article 7:400 et seq. of the Dutch Civil Code.
Contractor	A party to whom Studio Jorn Jilesen grants an assignment in the sense of Article 7:400 et seq. of the Dutch Civil Code.
Assignment	An assignment granted by a client to a contractor in the sense of Article 7:400 et seq. of the Dutch Civil Code.
Agreement	Any oral and written agreement concluded between Studio Jorn Jilesen and the Counterparty

Art. 2 Applicability

- 2.1 These General Terms and Conditions apply to all legal relationships between Studio Jorn Jilesen and a Counterparty, including quotations, order confirmations, and oral and written agreements, even after the termination of an agreement, unless the parties have deviated from these conditions in writing and explicitly.
- 2.2 The applicability of the Counterparty's General Terms and Conditions is expressly rejected.
- 2.3 If Studio Jorn Jilesen expressly deviates from these General Terms and Conditions in writing for a specific assignment, this deviation applies only to that particular Agreement between the parties and does not extend to any future agreements between Studio Jorn Jilesen and the Counterparty.

Art. 3 Offers, quotations, and the conclusion of Assignments

- 3.1 All offers and quotations are non-binding. Quotations are valid for seven (7) days, unless otherwise stated. Studio Jorn Jilesen is only bound by the quotations if their acceptance is confirmed in writing by the Counterparty within seven (7) days.
- 3.2 The Client is responsible for the accuracy and completeness of the information provided to Studio Jorn Jilesen upon which the Designer bases the quotation.
- 3.3 An Assignment is only deemed to be concluded upon written confirmation by the Counterparty of the offer or quotation made by Studio Jorn Jilesen. If the Counterparty fails to do so but nevertheless agrees to Studio Jorn Jilesen commencing the execution of the Assignment, then the contents of the quotation are considered agreed upon, and these General Terms and Conditions apply.

Art. 4 Execution and scope of the Assignment

- 4.1 Studio Jorn Jilesen has the right to execute anything not explicitly described in the Assignment at its own technical and creative discretion.
- 4.2 Studio Jorn Jilesen is authorized to outsource the execution of its activities in whole or in part to a third party. The applicability of Articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code is expressly excluded.
- 4.3 If the execution of the Assignment takes place on-site, the Client shall provide all reasonably required facilities for Studio Jorn Jilesen and any third parties engaged by Studio Jorn Jilesen. The Client shall ensure, at a minimum, adequate food and beverages and secure storage for the property and possessions of Studio Jorn Jilesen. In the event of non-compliance, Studio Jorn Jilesen is entitled to recover the costs incurred from the Counterparty.
- 4.4 If Studio Jorn Jilesen is compelled, due to the non-timely provision of complete, adequate, and clear data/ materials, a modified or incorrect assignment or briefing, or external circumstances, to perform additional or different activities, these activities will be separately quoted based on the customary rates applied by Studio Jorn Jilesen.

Art. 5 Material requirements for the Assignment

- 5.1 Studio Jorn Jilesen may indicate to the Counterparty that material and equipment are required for the proper execution of the assignment.
- 5.2 If the material and equipment are items that the Contractor will need for the execution of the Assignment, the Client shall make this equipment available to Studio Jorn Jilesen on a loan basis. The Client confirms that they have adequately insured this loaned material and equipment against damage and theft while in the possession of Studio Jorn Jilesen. However, Studio Jorn Jilesen shall not be held liable by the Client for the loss or damage of the loaned material and equipment.
- 5.3 If the material and equipment are items that the Contractor will need for the execution of the Assignment, Studio Jorn Jilesen is not obligated to provide this material and equipment to the Contractor. The Contractor must independently ensure the procurement of all the material and equipment required for the proper execution of the Assignment.

Art. 6 Compensation and prices

- 6.1 If the parties have not agreed upon compensation for the Assignment, Studio Jorn Jilesen unilaterally determines the compensation in a reasonable and fair manner.
- 6.2 Necessary expenses and/or additional work related to the Assignment must be compensated by the Counterparty.
- 6.3 All fees and prices are exclusive of VAT, unless otherwise stated.
- 6.4 For services requested by the Counterparty within 48 hours of the agreed-upon delivery of the respective service, an elevated 'last-minute' rate is applied, which may increase by a percentage of up to 50% of the regularly applied prices.
- 6.5 The rates and offers mentioned in the quotation or other price quotations do not automatically apply to future assignments.
- 6.6 All payments arising from Article 5 of these General Terms and Conditions shall not be considered part of the compensation for the execution of the Assignment by Studio Jorn Jilesen but shall serve as conditions precedent to its execution.

Art. 7 Invoice and payment

- 7.1 Studio Jorn Jilesen will timely send an invoice to the Client specifying the compensation for the Assignment and, if applicable, the costs in accordance with Article 5 of these General Terms and Conditions, regardless of whether Studio Jorn Jilesen has already received a down payment for this.
- 7.2 Payment must be made within 14 days of the invoice date.
- 7.3 If Studio Jorn Jilesen has not received the due amount within the term mentioned in 7.2, the Client is legally obligated to pay statutory interest on the invoice amount in accordance with Article 6:119a of the Dutch Civil Code. The statutory interest rate is determined semi-annually under the Late Payments in Commercial Transactions Act.
- 7.4 If the Client is in default or otherwise fails to fulfill one or more of its obligations, then all costs incurred by Studio Jorn Jilesen to enforce its rights and obtain compensation, both in and out of court, shall be borne by the Counterparty.

Art. 8 Copyright and license

- 8.1 Studio Jorn Jilesen retains the copyright to all of its own works that are subject to intellectual property rights.
- 8.2 Studio Jorn Jilesen retains the right to use any work, idea, sketch, and/or any other relevant media related to the project in its portfolio and marketing, including but not limited to social media. This may occur both during the project and after its completion. If you have specific confidentiality and privacy requirements, please ensure that Studio Jorn Jilesen is notified in writing before agreeing to this Agreement.
- 8.3 Unless otherwise agreed, the (original) results created by Studio Jorn Jilesen in the context of the Assignment (such as designs, design sketches, concepts, advice, working drawings, illustrations, photos, prototypes, films, (audio and video) presentations, source code, source files, and other materials or (electronic) files, etc.) shall remain the property of Studio Jorn Jilesen, regardless of whether they have been made available to the Client or to third parties. The parties may agree on a separately negotiated fee for the transfer of these results.

- 8.4 After the completion of the Assignment, the Client and Studio Jorn Jilesen have no obligation to retain the (original) results created by Studio Jorn Jilesen as mentioned in 8.3, unless otherwise agreed upon.
- 8.5 To the extent that Studio Jorn Jilesen uses intellectual property owned by third parties, Studio Jorn Jilesen guarantees that it has obtained a valid license for such use and indemnifies the Client against claims from third parties.

Art. 9 Cancellation

- 9.1 The Client is not authorized to cancel an Assignment unless it also includes a written irrevocable offer to pay the amounts mentioned below. Every cancellation is deemed to include such an offer. Such an offer is considered accepted if Studio Jorn Jilesen does not reject it within two (2) weeks.
- 9.2 Notwithstanding Article 9.1 of these General Terms and Conditions, the Client is authorized to cancel the Assignment if it simultaneously makes a written irrevocable offer to Studio Jorn Jilesen for a substitute Assignment that is at least proportionate in compensation and terms to the current Assignment. Studio Jorn Jilesen must accept this substitute Assignment within two (2) weeks or choose to proceed with the cancellation compensation arrangement as outlined in Article 9.1 of these General Terms and Conditions.
- 9.3 Cancellation must be done in writing and dated. The Client cannot derive any rights from an oral cancellation.
- 9.4 Cancellation within 7 days before the execution of the Assignment:
The Client is liable for 50% of the assignment fee.
- Cancellation within 24 hours before the execution of the Assignment:
The Client is liable for 100% of the assignment fee.

Art. 10 Liability

- 10.1 The Counterparty is liable for all damages that may arise for Studio Jorn Jilesen and/or any third party as a result of any attributable or non-attributable failure to fulfill the Agreement by the Counterparty and/or any act or omission in connection with the activities or their execution that falls under the responsibility of the Counterparty.
- 10.2 Studio Jorn Jilesen is not liable for any damage, whether direct or indirect, suffered by or related to the execution of the Agreement or as a result of any failure by Studio Jorn Jilesen to fulfill its obligations under the Agreement, unless this damage is attributable to Studio Jorn Jilesen's deliberate intent or gross negligence.
- 10.3 If, notwithstanding the above, Studio Jorn Jilesen is liable to the Counterparty for any damage suffered by the Counterparty, on any grounds whatsoever, such liability is at all times limited to the invoice value of the performance that gave rise to the damage. If the invoice value of the performance is higher, this liability is at all times limited to the amount that would be paid under Studio Jorn Jilesen's statutory liability insurance.
- 10.4 The Counterparty indemnifies Studio Jorn Jilesen against any possible claims from third parties for compensation for damage related to the services to be provided by Studio Jorn Jilesen, to the extent that this damage is not chargeable to Studio Jorn Jilesen under the Agreement, including these General Terms and Conditions. If Studio Jorn Jilesen is held liable by third parties in this regard, the Counterparty is obligated to assist Studio Jorn Jilesen both in and out of court and to promptly take all actions expected of them in such a case. If the Counterparty fails to take adequate measures, Studio Jorn Jilesen is entitled to take such measures without notice. All costs and damages incurred by Studio Jorn Jilesen as a result shall be fully borne by and at the risk of the Counterparty.

Art. 11 Risk Transfer

The risk of loss or damage to the goods that are the subject of the Agreement, including the goods mentioned in Article 5 of these General Terms and Conditions, transfers to the Counterparty at the moment when they are legally and/or factually delivered to the Counterparty and thereby come under the control of the Counterparty or a third party designated by the Counterparty.

Art. 12 Bankruptcy and Suspension of Payment

Both Studio Jorn Jilesen and the Counterparty have the right to terminate the Agreement immediately in the event of bankruptcy or suspension of payment of the other party.

Art. 13 Force Majeure

In case of force majeure, Studio Jorn Jilesen shall be released from its obligation to fulfill the Agreement for as long as the relevant impediment continues to exist. Force majeure is defined as any circumstance beyond the control of Studio Jorn Jilesen that wholly or partially prevents the fulfillment of Studio Jorn Jilesen's obligations to the Counterparty or makes the fulfillment of obligations by Studio Jorn Jilesen unreasonable. Among the circumstances that, in any case, are not attributable to Studio Jorn Jilesen are the unsuitability of goods used by Studio Jorn Jilesen in the execution of the Assignment.

Art. 14 Applicable Law and Choice of Forum

14.1 Dutch law exclusively applies to this legal relationship between Studio Jorn Jilesen and the Counterparty.

14.2 Disputes related to the Assignment, Agreement, or these General Terms and Conditions shall be submitted to the competent court in the Netherlands.

As defined in Utrecht, the Netherlands, August 2023.