

Article 1 Definitions

In these general conditions, the terms below are used with the meanings indicated, unless otherwise indicated.

Contractor: Prime Marketing VOF

Client: * *(the other party to the contractor)*

Article 2 General information

2.1 The general conditions apply to all offers, quotations, work, assignments and agreements between the contractor and the client(s), to which the contractor has declared these conditions applicable, insofar as these conditions have not been deviated from in writing.

2.2 These conditions also apply to assignments with the contractor, which involve third parties.

2.3 If one or more of the provisions in these general terms and conditions lapse, the remaining provisions of these general terms and conditions shall continue to apply. The parties will in that case consult to agree on substitute provisions, as far as possible the purpose and intent of the original provision is assumed.

Article 3 Offers

3.1 The contractor's offers are based on the information provided by the customer. The client warrants that, to the best of its knowledge, it has provided all the information essential for the design, execution, and completion of the order.

3.2 Offers made by the contractor shall be free of obligation and valid for 30 days, unless otherwise indicated. The contractor shall only be bound by the offers if the acceptance thereof is confirmed by the other party in writing within 30 days, unless indicated otherwise.

3.3 The prices given in the offers are exclusive of VAT, other government levies and other costs incurred in connection with the assignment, such as shipping and handling costs, unless otherwise indicated.

3.4 If the acceptance deviates (on minor points) from the offer included in the offer, the contractor will not be bound by it. The order will in that case not be concluded in accordance with that deviating acceptance unless the contractor indicates otherwise.

3.5 A composite offer will not oblige the contractor to perform part of the assignment at a corresponding part of the quoted price.

3.6 Offers will not automatically apply to future orders.

Article 4 Provision of information and cooperation

The client shall provide the contractor in a timely manner with all documents, information, and contacts necessary for the proper execution of the assignment.

Article 5 Execution of the commission and involvement of third parties

5.1 The contractor will perform the work under the order to the best of his knowledge, expertise, and ability.

5.2 To the extent necessary for the proper performance of the work commissioned, the contractor will have the right to have the work or parts of the work performed by third parties. He will do so in consultation with the client and will do his utmost to achieve the agreed obligations and quality.

5.3 The contractor accepts no liability for the work performed by third parties in so far as they have themselves entered into an agreement with the client.

5.4 The contractor will not be liable for any damage caused by the fact that it relied on incorrect and/or incomplete data provided by the client unless it ought to have been aware of the incorrectness or incompleteness of the data.

5.5 If it has been agreed that the order will be performed in phases, the contractor may suspend performance of those parts that are part of a subsequent phase until the client has approved in writing the results of the preceding phase.

5.6 If the contractor or third parties engaged by the contractor carry out work for the assignment at the customer's location or at a location designated by the customer, the customer shall provide the facilities reasonably required by those employees free of charge.

Article 6 Amendments to the commission, additional work

6.1 The client accepts that the time schedule of the assignment may be affected if the parties decide in the interim to change the approach, working method or scope of the assignment and the resulting work. If changes in the execution of the assignment arise due to the client in the interim, the contractor shall make the necessary adjustments on the client's instructions. If this results in additional work, he shall charge this to the client as an additional assignment. The contractor may charge the client for the additional costs involved in amending the order.

6.2 Notwithstanding paragraph 1, the contractor will not charge any additional costs if the change or addition to the order is the result of circumstances attributable to the contractor.

Article 7 Duration of contract; term of execution

7.1 The parties will enter an assignment for an indefinite period of time, unless otherwise agreed in writing.

7.2 If a deadline is agreed for the completion of certain work during the term of the assignment, that deadline will not be a firm deadline. If the period for performance is exceeded, the client must therefore give the contractor written notice of default.

Article 8 Rates

8.1 If the parties have not agreed otherwise in writing, the contractor will determine his fee in accordance with his monthly rate.

8.2 The contractor's fee includes the costs of secretarial services and telephone costs.

8.3 Amounts are exclusive of VAT.

Article 9 Terms of payment

9.1 Payment must be made within 30 days of the invoice date, unless otherwise agreed.

9.2 After the due date, the client will be in default by operation of law and the contractor will be entitled to charge statutory interest. The client will calculate the interest on the amount due from the moment that the client is in default until the amount has been paid in full. The costs of a reminder, demand and summons will be €100.00 each time and will be payable by the client.

9.3 The contractor has the right to have the payments made by the client go first of all to reduce the costs, then to reduce the interest due and finally to reduce the client sum and the current interest. The contractor may, without thereby falling into default, refuse an offer of payment if the client designates a different order for the allocation of the payment. Contractor may refuse full repayment of the client sum if this does not include the interest due and accrued and collection costs.

9.4 In the event of the liquidation, bankruptcy, seizure, or suspension of payments on the part of the client, the contractor's claims against the client will be immediately due and payable.

9.5 If the customer fails to discharge his obligations, all costs incurred by the contractor in obtaining the customer's payment, both judicial and extrajudicial, will be payable by the customer.

Article 10 Retention of title

10.1 All goods supplied by the contractor, including drafts, sketches, drawings, films, software and electronic or other files, will remain the contractor's property until the client has fulfilled all its obligations.

10.2 The client is not authorized to pledge or otherwise encumber goods subject to retention of title.

10.3 If third parties levy attachment on the goods supplied subject to the retention of title or wish to create or enforce rights in respect of same, the client must inform the contractor thereof as soon as may be expected.

10.4 The customer must insure the goods supplied subject to retention of title and keep them insured against fire, explosion, water damage and theft, and must immediately make this insurance policy available for inspection on request.

10.5 The goods supplied by the contractor, which are subject to retention of title pursuant to paragraph 1 of this article, may be sold on only in the context of normal business operations and may never be used as a means of payment.

10.6 If the contractor wishes to exercise its property rights referred to in this article, the client gives unconditional and irrevocable permission to the contractor - or third parties to be designated by the contractor - to enter all locations where the contractor's property is located in order to repossess these items.

Article 11 Investigation, Complaints and Claims

11.1 The client must notify the contractor in writing of any complaints about the Work performed within two weeks of the invoice date and no later than three weeks after completion of the work in

question. The notice of default must give as detailed a description as possible of the shortcoming so that the contractor can respond adequately.

11.2 If a complaint is justified, the contractor will carry out the work as agreed, unless this has become demonstrably pointless. The client must indicate this last point in writing.

11.3 If it is no longer possible or meaningful to perform the agreed work, the contractor is liable, within the limits laid down in article 15.

Article 12 Cancellation

If the agreement is terminated prematurely by the contractor, the contractor will, in consultation with the client, arrange for the transfer of work still to be carried out to third parties. This is unless the termination is attributable to the client. If the transfer of the work involves extra costs for the contractor, these will be charged to the client. The client will be obliged to pay these costs within the period specified for that purpose unless the accountant indicates otherwise.

Article 13 Suspension and dissolution

13.1 The contractor shall be entitled to suspend the fulfilment of the obligations or to dissolve the agreement if the client fails to fulfil the obligations arising from the agreement or to do so in full or in time, or if after the conclusion of the agreement circumstances come to the knowledge of the contractor which give the contractor good reason to fear that the client will not fulfil the obligations, if, upon the conclusion of the agreement, the client was requested to provide security for the fulfilment of his obligations under the agreement and that security has not been provided or is inadequate or if, because of a delay on the part of the client, the contractor can no longer be required to fulfil the agreement on the terms originally agreed.

13.2 In addition, the contractor will be entitled to dissolve the agreement if circumstances arise which are of such a nature that performance of the agreement is impossible or if other circumstances arise which are of such a nature that the contractor cannot reasonably be required to maintain the agreement unaltered. If the agreement is dissolved, the contractor's claims against the client will be immediately due and payable. If the contractor suspends performance of his obligations, he shall retain his rights under the law and the agreement.

13.3 If the contractor proceeds with suspension or dissolution, it will not be liable in any way for the payment of damages or costs incurred as a result.

13.4 If the dissolution is attributable to the customer, the contractor will be entitled to compensation for the damage, including the costs, incurred directly and indirectly as a result.

13.5 If the client does not comply with its obligations under the agreement and this non-compliance justifies dissolution, the contractor will be entitled to dissolve the agreement with immediate effect, without any obligation on its part to pay any damages or compensation, whereas the client will be obliged to pay damages or compensation on account of breach of contract.

Article 14 Return of items made available

14.1 If the contractor has made any goods available to the customer in the performance of the assignment, the customer must return the delivered goods in their original condition, free of defects and in their entirety, at the contractor's written request, within 14 days. If the client fails to comply with this obligation, all costs arising from this shall be borne by the client.

14.2. If, after receiving a reminder, the customer still fails to comply, the contractor may recover the resulting damage and costs, including replacement costs, from the customer.

Article 15 Liability

15.1 The contractor is obliged to perform to the best of its ability with regard to accepted assignments. If contractor should be liable, such liability shall be limited to the provisions of this clause.

15.2 Contractor is not liable for damages of any kind arising because contractor has relied on inaccurate and/or incomplete data provided by or on behalf of the client.

15.3 Contractor is only liable for direct damage. Indirect damage is understood to mean only the reasonable costs of establishing the cause and scope of the damage, to the extent that such establishment relates to damage within the meaning of these General Terms and Conditions, any reasonable costs incurred to have the contractor's defective performance conform to the Agreement, to the extent that such costs may be attributed to the contractor, and reasonable costs incurred to prevent or limit the damage, to the extent that the client demonstrates that those costs led to a limitation of the direct damage referred to in these General Terms and Conditions. The contractor will never be liable for indirect damage, including consequential damage, loss of profit, lost savings, and damage due to business interruption.

15.4 If the contractor is liable for direct damage, that liability will be limited to a maximum of the amount invoiced and in any event to the amount of the payment to be made by the contractor's insurer in the case in question.

15.5 The limitations of liability laid down in this article will not apply if the damage is attributable to intent or gross negligence on the part of the contractor or his management subordinates.

Article 16 Indemnities

The client indemnifies the contractor against claims by third parties who suffer damage in connection with the execution of the agreement and whose cause is attributable to parties other than the contractor. If the contractor should be held liable by third parties for this reason, the client will be obliged to assist the contractor both extra-judicially and judicially and to do without delay everything that may be expected of it in that connection. If the client fails to take adequate measures, the contractor, without notice, is entitled to do so itself. All costs and damage on the part of the contractor and third parties arising as a result will be borne in full by the client.

Article 17 Force Majeure

17.1 The parties will not be required to comply with their obligations if they are obstructed by circumstances for which they cannot be held accountable, neither - according to the law - when a juristic act or generally accepted practice is involved.

17.2 In addition to the provisions of the law and case law, force majeure includes all external causes, foreseen or unforeseen, over which the contractor cannot exercise any control, but which prevent the contractor from fulfilling its obligations. Industrial action at the contractor's business, illness and/or incapacity for work are also included in this definition.

17.3 The contractor also has the right to invoke force majeure if the circumstance preventing (further) performance arises after he should have fulfilled his obligations.

17.4 The parties may postpone their obligations during the situation of force majeure. If the situation of force majeure lasts for longer than two months, all parties may dissolve the agreement without being obliged to compensate the other party for any damage.

17.5 If, at the time of the force majeure, the contractor has already partially discharged his obligations or will be able to fulfil them, he may submit a bill for that part. The client will pay this invoice as if it were a separate assignment.

Article 18 Confidentiality

18.1 Both parties are obliged to keep confidential information they have received for the assignment confidential. Information is deemed to be confidential if the other party so indicates or if that is apparent from the information or the type of information.

18.2 If the contractor must disclose confidential information pursuant to a statutory provision or a judicial decision to third parties designated by law or by the competent court and cannot invoke a privilege acknowledged or permitted by law or by the competent court, the contractor will not be required to pay damages or compensation and the other party will not be entitled to dissolve the assignment on the grounds of any loss resulting therefrom.

Article 19 Intellectual property and copyrights

The contractor reserves the rights and powers vested in him under the Copyright Act and other intellectual laws and regulations. The contractor shall be entitled to use any knowledge acquired in the course of executing an agreement for other purposes, to the extent that no confidential information of the client is disclosed to third parties.

Article 20 Disputes

20.1 In the event of any dispute arising out of this agreement or any agreements based thereon, the parties shall attempt to resolve such dispute in the first instance by means of mediation in accordance with the regulations of the

Netherlands Mediation Institute (NMI) in Rotterdam applicable at the commencement of the mediation.

20.2 If it proves impossible to resolve such a dispute by means of mediation, the dispute will be settled by the competent court.

Article 21 Applicable law

Each order between the contractor and the customer is governed by Dutch law. Even if an engagement is fully or partially carried out abroad or if the client lives or is established abroad. Any dispute on behalf of this agreement which does not refer to article 20, will be examined and judged exclusively by the District Court in Utrecht, the Netherlands.

Article 22 Amendments

These conditions are filed with the Chamber of Commerce where the contractor is registered. The most recently filed version or the version as it applied at the time the order was established is always the applicable version.

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