

General Terms and Conditions of Brand Proposition.

1. Definitions

- 1.1 The concepts used in these general terms and conditions are understood to mean :
- a **Brand Proposition** : Brand Proposition, domiciled :
5144WC Waalwijk, The Netherlands, at Berliozstraat 17, hereafter also referred to as BP;
 - b **Client** : the party placing an order or solely requesting an offer from BP;
 - c **Activities** : the work performed by BP in accordance with the agreements entered into.

2. Applicability

- 2.1 These General Conditions apply to all legal relations (including offers, activities, time rates and agreements) between BP and clients.
- 2.2 These General Conditions also apply to managers and all those acting in whatever capacity on behalf of BP.
- 2.3 Clients' terms and conditions are not applicable to legal relations with BP.
- 2.4 Deviations from BP's terms and conditions can only be agreed upon in writing.

3. Offers

- 3.1 Offers submitted by BP are without engagement.

4. Conclusion and start of an agreement

- 4.1 An agreement is considered binding when BP acknowledges receipt of a copy of the offer signed as correct by client.
- 4.2 An agreement consists of the present general terms and conditions and a copy of the pertaining offer signed by client and supersedes all previous BP offers and engagements.

5. Changing the agreement

- 5.1 Changes to the agreement can only be made in writing.
- 5.2 Changing an agreement may entail extra charges and exceeding agreed terms. The client is under all circumstances responsible for the consequences of changes to the agreement.

6. Execution of the agreement

- 6.1 BP determines the way in which the agreement is to be executed. BP will perform their duties under the agreement to the best of their ability. In actual practice these duties consist by their nature of efforts to achieve the intended results, the success of which cannot be guaranteed.
- 6.2 BP can only perform - and charge for - more work than agreed upon, if beforehand permission to that effect was obtained from client, unless the nature of the extra work or the urgency thereof is such that preliminary permission cannot be waited for.

7. Calling in third parties

- 7.1 Without client's consent BP can for the execution of an agreement call in third parties. In doing so BP will exercise due caution and will, if possible, consult with client in selecting third parties. However, BP is in no way liable for any shortcomings of third parties

8. Necessary information

- 8.1 Client will timely provide (in the form requested) all the information BP considers indispensable for the adequate execution of the agreement.
- 8.2 Extra costs and fees resulting from failing to provide timely and adequately the information as under 8.1 will be charged to client's account.
- 8.3 Client guarantees towards BP that the information provided is correct, complete and reliable.
- 8.4 BP will not check the information provided by client for third-party rights, including intellectual ownership rights. Client protects BP against any third-party claims under third-party rights.

9. Materials

- 9.1 Materials produced are delivered in accordance with Incoterms 2000, in which at the moment of transfer the risk relative to the materials passes to the client. Ownership of materials is only acquired, however, if and as soon as all obligations towards BP have been met.
- 9.2 The use of the materials supplied by BP is for account and risk of client. Client will arrange for the materials produced and/or supplied by BP to be insured.

10. Intellectual property

- 10.1 BP will retain all industrial and/or intellectual property rights resulting from the performance of activities. BP is exclusively entitled to execute registrations.
- 10.2 Client's use of materials will only take place in the manner to be agreed between parties.
- 10.3 BP is allowed to use for the purpose of their own promotion all that was realised in the performance of activities, i.e. ideas, drawings, plans and materials in the widest sense.

11. Liability

- 11.1 BP is never responsible for any damage resulting from work performed, unless it is a matter of gross negligence or carelessness.
- 11.2 Should BP be liable, then their responsibility is limited as stipulated in clause 11 below.
- 11.3 Should BP be liable for direct damage, then their responsibility is limited to no more than the fees charged by BP for the work done relative to that damage. Again, any indemnity payable by BP to client will never exceed the amount of damage covered by BP's indemnity insurance.
- 11.4 The sole meaning of 'direct damage' is:
a reasonable costs involved in establishing the cause and extent of the damage;

- b reasonable costs incurred in making up for inadequacies in the fulfilment of an agreement;
 - c reasonable costs incurred towards preventing or limiting damage.
- 11.5 BP never is liable for indirect damage (including resultant damage, lost profits, lost economies and damage caused by stoppages).
- 11.6 Client protects BP against third-party claims because of damage resulting from incorrect or incomplete information provided by client to BP, unless client proves that the damage is due to gross negligence or carelessness on the part of BP.
- 11.7 BP is only liable in relation to client for damage arising from activities or lack thereof on the part of a third party called in on account of the agreement, if this third party fully indemnifies BP against the damage caused.
- 12. Cancellation**
- 12.1 If client is of the opinion that BP has failed fully and adequately to execute the order, client is bound to report this in writing to BP within a month after completion of the order and to start legal proceedings within one year after termination of the agreement, failing which all rights and claims expire.
- 13. Fees**
- 13.1 In payment for the work carried out client owes BP the agreed fee, costs, office expenses and turnover tax if any.
- 13.2 BP is entitled to ask for an advance. The paid advance will be offset against the last account pertaining to the agreement, unless otherwise agreed.
- 13.3 All amounts mentioned by BP in offers and other written material are exclusive of VAT.
- 14. Payment**
- 14.1 Work performed and expenses incurred can be charged to client between times.
Accounts for advances are to be paid by return. For other accounts payment is due within a fortnight from date of account.
- 14.2 Payments should be made in Euros without deduction, reduction or debt settlement to a bank account stated by BP.
- 14.3 If client fails to meet the term of payment he is without serving notice in default and owes on the outstanding amount from the date due 1 per cent. interest per month or part thereof.
- 14.4 If client fails to pay the agreed advance or to settle any due accounts, BP is entitled to suspend or cancel their activities without pre-announcement. In addition, if client is in default all BP-accounts are immediately collectable in full. Collecting charges are for client's account and amount to at least 15 per cent. of the outstanding accounts with a minimum of € 175.
- 14.5 To establish the amount owing BP's accounting is decisive, barring proof to the contrary.
- 15. Secrecy**
- 15.1 BP and client are obliged to observe secrecy as regards all confidential information disclosed in preparation of their agreement. Information is confidential and hence to be kept secret, if a party declares it to be so.
- 15.2 If BP is obliged, because of a legal provision or ruling, to disclose confidential information to a third party assigned by law or competent court, then BP is not liable for damage and client has no ground to cancel the agreement.
- 16. Termination of agreement**
- 16.1 BP is allowed to terminate an agreement without judicial intervention and without the client being in default, if :
- a client is declared bankrupt, has applied for a moratorium or is under a court order to purge their debts;
 - b client's business is in liquidation or operations have stopped;
 - c client does not or not timely meet their commitments according to the agreement.
- 16.2 Termination of the agreement under clause 16.1 does not affect the client's obligation to pay.
- 17. Destruction of files**
- 17.1 After termination of activities BP has the right to destroy after a lapse of five years all files and the documents contained therein relating to the agreement.
- 18. Client's domicile**
- 18.1 Unless otherwise agreed in writing client's address stated in the offer counts as registered offices for the execution and commitments of the agreement.
- 19. Location and amendments general conditions**
- 19.1 These conditions have been registered at the Chamber of Commerce in Tilburg.
- 19.2 Applicable is always the latest registered version / the version that is valid during the process of the legal relation with the user.
- 19.3 The Dutch text of these General Conditions is leading for the interpretation of it.
- 20. Applicable law, competent court**
- 20.1 Any agreement between BP and client is subject to Dutch law. Disputes will solely be referred to the competent court at Tilburg, The Netherlands.