

# **Algemene voorwaarden**

## **Article 1 Definitions**

**1.1** In these General Conditions the terms listed below have the following meaning, unless otherwise expressly stated:

- a. Contractor: H el ene van der Laag operating under the name of Art Studio Helene, having her registered office and maintaining a place of business at Beetslaan 28, 2881 TJ Rijswijk, the Netherlands;
- b. Principal: the party that gives the Contractor the Assignment for the performance of Work;
- c. Assignment: the request from the Principal to the Contractor to perform Work against payment;
- d. Work: all the things that the Contractor does and/or produces and/or performs and/or causes to be done and/or causes to be produced, and/or causes to be performed, all of this in the broadest sense of the word, including the design, production, transport and supply, as well as advising and providing services, including the object, of any nature whatsoever, that is produced and/or supplied by the Contractor in the context of the Assignment, either directly or indirectly, all of this in the broadest sense of the word;
- e. Offer: an offer from the Contractor to the Principal to perform Work;
- f. Agreement: the rights and obligations of the Contractor and the Principal arising from the Offer and the Assignment, as confirmed by the Contractor in writing.

## **Article 2 General**

**2.1** These General Conditions apply to all Offers, Assignments and Agreements between the Contractor and the Principal, except insofar as the parties have expressly departed from these General Conditions in writing.

**2.2** These General Conditions also apply to all Agreements between the Contractor and the Principal in the performance of which the Contractor uses the services of third parties.

**2.3** Any additions to or departures from these General Conditions will be valid only if expressly agreed in writing.

**2.4** The applicability of any conditions of the Principal is expressly excluded. If one or more of the provisions of these General Conditions is/are void or is/are declared void, the other provisions of these General Conditions will continue to apply.

**2.5** The Contractor and the Principal will agree on new provisions to replace the provisions that are void or that have been declared void, whereby the purpose and scope of the original provisions will be observed.

## **Article 3 Offers and Assignments**

**3.1** All Offers from the Contractor will be without commitment, unless they specify a term for acceptance.

**3.2** All information provided in the Offer, including but not limited to the information contained in catalogues, pictures, drawings and standardization sheets, is provided by the Contractor to the best of her knowledge and ability, but without the Principal being able to base any rights on that information. The Principal is aware that the information provides a general impression of the Work offered.

**3.3** Prices and offers referred to in the Offer will not automatically apply to future Assignments.

**3.4** If an Offer from the Contractor contains an offer without commitment and that offer is accepted by the Principal, the Contractor will have the right to revoke the Offer within two working days after receipt of the acceptance.

**3.5** Offers must be accepted by the Principal in writing. If the Principal fails to do so, but nevertheless agrees to the commencement of the performance of the Offer by the Contractor, the content of the Offer will be deemed to have been agreed on.

**3.6** The Principal will be bound by and upon the Assignment being given.

**3.7** If a natural person gives an Assignment to the Contractor on behalf of the Principal or for its account, he or she declares by signing the Offer and/or the Assignment that he or she is authorized to do so. That person will be jointly and severally liable in addition to the Principal for all the obligations arising from the Assignment.

**3.8** Only what has been accepted as such in writing by the Contractor will be regarded as an Assignment. Written confirmation of an Assignment from the Contractor together with these General Conditions will constitute the entire Agreement between the parties. Any further oral

agreements and conditions will not be binding on the Contractor until the Contractor in writing has confirmed them.

**3.9** If the Assignment differs – whether or not on minor points – from the offer made in the Offer, the Contractor will not be bound by the Offer. In that case the Agreement will not be concluded in accordance with that differing Assignment, unless the Contractor indicates otherwise.

**3.10** If the Principal wishes to commission identical work to a party other than the Contractor or has already commissioned the work to another party, he must inform the Contractor accordingly in writing, stating the names of those other parties.

**3.11** Prior to production, reproduction or publication, each party must give the other the opportunity to check and approve the final draft of the design.

**3.12** Any complaints to the contractor must be filed in writing at the earliest possible time but not later than within ten business days after completion of the work commissioned, failing which the Principal will be deemed to have accepted the work commissioned in its entirety.

## **Article 4 Price and costs**

**4.1** The prices in the Offers will be denominated in euro's and will be exclusive of VAT and other government charges and exclusive of any expenses to be incurred in the context of the Agreement, including but not limited to the costs of travel, delivery, research and administration.

**4.2** A composite Offer will not obligate the Contractor to perform part of the Assignment for a corresponding part of the specified price.

**4.3** If the quoted price is exceeded due to additional work or interruption of the Work, at

the request or due to actions of the Principal, the Contractor will have the right to charge those additional costs to the Principal and to adjust the ultimate invoice amount accordingly on the basis of the actual costs later to be specified.

**4.4** The Contractor will have the right to charge callout charges to the Principal, unless otherwise agreed.

**4.5** Work by the Contractor will be performed during normal working hours. Normal working hours are Mondays to Fridays, from 9 a.m. to 6 p.m. If the Principal wishes to have the Work performed outside those normal working hours, the Contractor will have the right to charge a supplement in addition to the normal hourly rate.

## **Article 5 Timetables**

**5.1** The Contractor will state a term for the performance of the Assignment in the Offer.

**5.2** The term stated for the performance of the Assignment will be indicative only and may not be regarded as being of the essence, unless that has expressly been agreed.

**5.3** The mere exceeding by the Contractor of the term for the performance of the Assignment may not be regarded as breach of contract by the Contractor and will not entitle the Principal to any damages, dissolution of the agreement or non-fulfillment or suspension of any obligation towards the Contractor.

**5.4** The Contractor will inform the Principal in writing of the period by which the term will be exceeded, if and as soon as that is foreseeable, while setting a new indicative term for performance of the Assignment.

## **Article 6 Amendment of the Assignment**

**6.1** If it becomes apparent during the performance of the Assignment that proper performance of the Assignment requires amendments or additions to the Work to be performed, the parties will amend the Assignment accordingly in a timely manner in consultation.

**6.2** If the parties agree that the Assignment will be amended or supplemented, the agreed timetable may be exceeded through no fault of the Contractor. The Contractor will inform the Principal accordingly as soon as possible. The provision of Article 5.4 of these General Conditions will not apply in the case referred to here.

**6.3** If the amendment or addition to the Assignment has financial and/or other qualitative consequences, the Contractor will inform the Principal accordingly beforehand.

**6.4** If a fixed fee has been agreed on, the Contractor must indicate to what extent the amendment or addition to the Agreement will result in that fee being exceeded.

**6.5** Any contract variations resulting from amendments or additions to the Assignment will be payable by or will benefit the Principal.

**6.6** If the Principal makes such amendments during the performance of the Assignment that, in the Contractor's opinion, the Assignment can no longer be performed or is not or no longer suitable for the agreed purpose of the Assignment, the Contractor may dissolve the Agreement prematurely at any stage without owing any damages.

**6.7** Such dissolution will be without prejudice to the Principal's obligation to pay the Contractor all the costs incurred until the moment of the premature termination, as well as the costs resulting from the premature termination.

## **Article 7 Work properties**

**7.1** The Work will be deemed to have been delivered as soon as it has left the offices and/or warehouses of the Contractor or of the Contractor's supplier.

**7.2** If possible and if the Principal so wishes, the Contractor will arrange for the transport of the Work. The Contractor will charge the costs of the transport separately, unless otherwise expressly stated in her offer or otherwise agreed in writing between the parties. The risk in the

transport will be borne by the Principal, unless otherwise expressly agreed in writing.

**7.3** Delivery may be affected at a third party at the Principal's express written request.

**7.4** The delivery term specified by the Contractor will be indicative only and may therefore be exceeded. The Principal cannot derive any rights from the delivery term stated.

## **Article 8 Performance of the Work**

**8.1** The Contractor will make every effort to carefully perform the Assignment, to promote the Principal's interests to the best of her ability and to aim for a result that is usable for the Principal.

**8.2** The Principal will ensure that all information of which the Contractor indicates that it is necessary or which the Principal should reasonably understand to be necessary for the performance of the Agreement is made available to the Contractor in a timely manner. If information required for the performance of the Agreement has not been made available to the Contractor in a timely manner, the Contractor will have the right to suspend the performance of the Agreement and/or to charge the extra costs resulting from the delay to the Principal in accordance with the rates applied.

**8.3** If it has been agreed that the Agreement will be performed in phases, the Contractor may suspend the performance of parts that belong to a following phase until the Principal has approved the results of the preceding phase in writing.

**8.4** The Contractor's advice will be given to the best of her knowledge. However, the Contractor accepts no liability whatsoever for any advice given orally and/or in writing.

**8.5** Advice from the Contractor will in no event release the Principal from the obligation to perform an investigation of its own of the Products to be supplied and/or the Work to be performed to ensure that it is suitable for the proposed purpose.

**8.6** Without prejudice to the provisions of Article 8.3, the Contractor will be fully in charge of all the Work. The Principal will approve upon accepting the Offer the result arising from the Work and cannot avoid its obligation to pay the agreed price on the grounds of that result. The provisions of Articles 4 and 13 of these General Conditions will apply in full in this context.

## **Article 9 Third parties**

**9.1** The Contractor will have the right to engage third parties in the performance of the Assignment.

**9.2** If the Contractor contracts the performance of the Assignment in full or in part to one or more third parties at the Principal's request and with its approval, the Contractor will

be deemed to be expressly authorized by the Principal to act as a lawful representative of the Principal in the relationship between the Contractor and the third party or third parties, unless otherwise expressly agreed in writing.

**9.3** Agreements to be concluded with that third party or those third parties by the Contractor on behalf of the Principal will be deemed to have been directly concluded between the Principal and that third party or those third parties. The Contractor does not accept any liability in that context, by any name whatsoever and in any form whatsoever.

**9.4** The Contractor will receive reasonable compensation for her Work in question in this context as a representative of the Principal.

**9.5** The Principal indemnifies the Contractor against any claims from third parties that incur a loss in connection with the performance of the Agreement, for which loss the Principal or third parties is/are to blame.

**9.6** If the Contractor provides an estimate of third-party costs at the Principal's request, such estimate will be an approximation only. If required, the Contractor may seek quotations from third parties on the Principal's behalf.

**9.7** If the Contractor procures goods or services from third parties in the performance of the work commissioned, for the Contractor's own account and risk and on the basis of an express agreement, the general conditions of such supplier with regard to the quality, quantity, properties and delivery of such goods or services will also apply to the Principal.

## **Article 10 Liability, damage and insurance**

**10.1** The Contractor will not be liable for:

- a. errors or defects in the material and/or the information and any and all things made available by the Principal;
- b. misunderstandings, errors or shortcomings in the performance of the Assignment, if they are related to or caused by actions of the Principal, such as failure to supply (or to do so in time) full, proper and clear materials and/or information and/or the provision of incorrect and/or incomplete materials and/or information;
- c. errors or shortcomings on the part of third parties engaged by or on behalf of the Principal;
- d. damage to the Principal or third parties (or their property) caused by improper use of the Product or arising from the properties of the Product;
- e. defects in quotations from suppliers or the exceeding of quotations of suppliers;
- f. errors or defects in the Work and/or Product or errors in the text/data if the Principal has given his approval in accordance with the provisions of article 3.11 or has had the opportunity to perform an inspection and has declined to do so or if the Principal has not filed a complaint in accordance with the provisions of article 3.12, , or has not given the Contractor the opportunity to perform an inspection in accordance with the provisions of Article 3.11 and/or to remedy the defects in a timely manner;
- g. copyright infringements caused by changes and adjustment made by the Principal to the commissioned or purchased artwork, without consent of the Contractor.

**10.2** The Contractor can be held liable only for direct damage for which she is to blame. Direct damage means only:

- a. reasonable costs incurred in establishing the cause and the scope of the loss, insofar as

the establishing relates to damage as referred to in these General Conditions;

- b. any reasonable costs involved in having the defective performance by the Contractor comply with the Agreement; and
- c. reasonable costs incurred to avoid or limit the loss, insofar as the Principal demonstrates that those costs have resulted in limitation of the direct loss as referred to in these General Conditions.

**10.3** Liability of the Contractor for all loss other than that referred to in the preceding paragraph, such as indirect loss, including consequential loss, loss of profit, damaged or lost data or material, lost savings or damage caused by business stagnation, is excluded.

**10.4** Except in the event of intent or gross recklessness of the Contractor, the Contractor's liability for loss on the grounds of the Assignment or a wrongful act committed towards the Principal will be limited to the invoice amount that relates to the part of the Assignment performed, reduced by the out-of-pocket expenses incurred by the Contractor and the costs of engaging third parties, and will in any event at all times be limited to the amount that the Contractor's insurer pays the Contractor in the case in question.

**10.5** The Principal will be required, if reasonably possible, to keep copies and/or samples of data and materials made available by it until the Assignment has been completed. If the Principal fails to do so, the Contractor cannot be held liable for any loss that would not have occurred if those copies and/or samples had existed.

**10.6** The Principal will be liable for any and all loss, by any name whatsoever, that is incurred or has been incurred by the property belonging to it, to the Contractor and/or to third parties, caused by the Principal itself, its staff or third parties designated by its staff.

**10.7** The Principal will be liable towards the Contractor, in the same manner as for its own actions, for the actions of persons who use those goods with its approval and/or where the goods are delivered by the Contractor with its permission. The Principal hereby indemnifies the Contractor against any and all claims (by any name whatsoever) from third parties.

**10.8** The Principal will be liable for all damage of the Contractor and/or third parties (or their employees or freelancers) caused by the Principal, its staff or third parties designated by its staff.

## **Article 11 Indemnity**

**11.1** The Principal indemnifies the Contractor against any third-party claims regarding the Products supplied and Work performed by the Contractor.

**11.2** The Principal indemnifies the Contractor in particular against any and all claims from third parties regarding portrait rights and/or intellectual property rights in respect of data or material provided by the Principal that are used in the performance of the Assignment.

**11.3** If the Principal provides the Contractor with data carriers, digital data files or software, the Principal guarantees that the data carriers, digital data files or software are free from any viruses and defects.

## **Article 12 Suspension and dissolution**

**12.1** The Contractor will have the right to suspend or cease the further performance of the Assignment if the Principal in any way fails to fulfill its payment obligation(s) and/or

fails to make the required down payment.

**12.2** Suspension and/or cessation by the Contractor as described in paragraph 1 of this Article will be without prejudice to the Principal's payment obligation(s). The consequences of suspension and/or cessation will be entirely for the Principal's account and risk.

**12.3** In the event of the breach on the part of the Principal in the fulfillment of one of its obligations under the Agreement concluded with the Contractor, the Contractor will give the Principal written notice of default and set a reasonable period within which the Principal may fulfill its obligation after all.

**12.4** If the Principal is in breach of performance also within that period, the Contractor will have the right to dissolve the Agreement in full or in part, all of this without prejudice to the Contractor's statutory right to claim compensation of the loss incurred.

**12.5** A shortcoming cannot be held against a party if it is due to a circumstance for which it is not to blame and that is not for its account by law or pursuant to a legal act or generally accepted principle.

**12.6** Either of the parties may dissolve the agreement in full or in part in writing, without any notice of default, with immediate effect, if the other party – whether or not provisionally – is granted a suspension of payment, if a petition in bankruptcy is filed in respect of the other party or if the other party's business is liquidated or terminated otherwise than for a restart or a merger of businesses. The Contractor will in no event be required on the grounds of dissolution pursuant to this paragraph to refund any moneys already received or to pay any damages.

**12.7** If the Principal at the moment of the dissolution as referred to in Article 12.6 has already received Products and/or Work in the performance of the Agreement, those Products and/or that Work and the related payment obligation will not be the subject of reversal, unless the

Principal proves that the Contractor is in default in respect of those Products and/or that Work. Any amounts that the Contractor has invoiced prior to the dissolution in connection with what she has already performed or delivered in the performance of the Agreement will remain payable in full with due observance of the provisions of the preceding sentence and will fall due immediately at the moment of dissolution.

**12.8** The Contractor reserves the right to dissolve the agreement in full or in part in the event of such changes of circumstances that she can no longer reasonably be required to perform, or performance would involve risks under criminal law.

**12.9** In such cases the Contractor must notify the dissolution to the Principal in writing, which will not have the right to claim any damages in such cases.

**12.10** In the event of full or partial dissolution of an Assignment by the Principal, all the costs incurred will be charged to the Principal in full, increased by the costs involved in the cancellation.

## **Article 13 Payment and collection**

**13.1** All payments must be received within 21 (twenty-one) days after the invoice date, unless otherwise agreed in writing.

**13.2** If at the end of that period the Contractor has not yet received full payment, the Principal will be in default by operation of law and will owe interest equal to the statutory

interest.

**13.3** If after a first reminder from the Contractor the term specified here for performance has ended, or if 3 (three) months have passed since the first invoice date and the Contractor has not yet received full payment from the Principal, the Contractor will be free, in addition to claiming the statutory interest referred to above, to increase the agreed sales price by the actual increase in value or price of the Work in the interim. This will apply without prejudice to the Contractor's right to dissolution of the Agreement and compensation of the loss incurred in accordance with the provisions of Article 12.4.

**13.4** The Contractor will have the right at the start of the Assignment to demand full or partial payment in advance of the total agreed amount. In that case the Contractor will not commence the performance of the Assignment until the Principal has made that down payment. If the Principal of its obligations dissolves the Agreement on the grounds of nonfulfillment under the Agreement, or on the grounds of circumstances for which the Principal is to blame (or otherwise to blame), the down payments made by the Principal will not be repaid.

**13.5** In the event of payment by bank or giro, the date of crediting of the Contractor's bank or giro account will be regarded as the date of payment.

**13.6** All costs incurred by the Contractor, such as costs of legal proceedings and judicial and extrajudicial costs, including the costs of legal assistance, bailiffs and collection agencies, incurred in connection with late payment, will be payable by the Principal. The extrajudicial costs are set at at least 15% of the invoice amount, subject to a minimum of € 500, without prejudice to the Contractor's right to claim the actual costs if those costs are higher.

**13.7** In the event of liquidation, bankruptcy, inclusion of the Principal in the statutory debt rescheduling arrangement under the Wet Schuldsanering Natuurlijke Personen (Natural Persons Debt Rescheduling Act) or a foreign equivalent of that Act, attachment or suspension of payment on the part of the Principal, the Contractor's claims against the Principal will fall due immediately.

**13.8** If the Principal's financial position deteriorates after the conclusion of the Agreement but before the supply of the Products and/or the performance of the Work by the Contractor, and the Contractor can reasonably foresee that such deterioration will jeopardize the fulfillment of the obligations by the Principal, the Contractor will have the right to suspend the supply and/or the Work and/or to demand an amendment to the payment conditions.

**13.9** Payments will first be deducted from the costs, then from the interest due and finally from the principal and the interest then remaining.

**13.10** The Principal will owe the purchase price even if the Products are lost or if their value is reduced due to an event of force majeure on the part of the Contractor.

## **Article 14 Retention of title**

**14.1** The Products supplied by the Contractor will remain the Contractor's property until the moment of full payment by the Principal of any and all amounts that it owes the Contractor. The entire risk in the Products will be borne by the Principal as from the moment of delivery and/or installation.

**14.2** The Principal must reimburse to the Contractor all the costs that the Contractor must incur in having her ownership right acknowledged and maintained, including the costs of



legal assistance on the part of the Contractor.

**14.3** The Contractor will have the right to take back the Products if it may reasonably be assumed that the Principal will be unable to fulfill its obligations. The above will be without prejudice to the Contractor's other rights arising from the breach in the performance by the Principal, including but not limited to damages.

**14.4** The Principal will be required to insure the risk of fire, theft and other damage to the Products that have not or not yet been paid for or paid for in full, and to provide evidence of such insurance at the Contractor's request.

**14.5** The Contractor will not have the right to encumber the Products with any right, including but not limited to a pledge or mortgage, until it has fulfilled all its obligations towards the Contractor.

**14.6** The Principal will immediately inform the Contractor of any attachment of the Products supplied under the Agreement concluded between the parties, and of any bankruptcy or petition for a suspension of payments on its part.

**14.7** The Principal will be required immediately to inform the bailiff levying the attachment, the trustee or the administrator of the retention of title made by the Contractor.

**14.8** In the event of full or partial damage to or loss of the Products supplied by the Contractor, due to any cause whatsoever, before the Principal has fulfilled its obligations arising from the Agreement, the Principal will transfer its rights towards the insurers to the Contractor up to the amounts then payable to the Contractor by the Principal, increased by interest and costs.

## **Article 15 Intellectual property**

**15.1** All possible and other intellectual property rights, including but not limited to patent, drawing, design, trademark and database right and copyrights – that arise from the Assignment and/or apply to the Products, will be vested in the Contractor. Insofar as such a right can be obtained only by means of a filing or registration, only the Contractor will be entitled to do so.

**15.2** Notwithstanding the provisions of the preceding paragraph, in particular the copyrights regarding the Work will be vested in the Contractor if the Principal or a third party, without any written transfer of copyrights, makes the Products public as originating from it or has them made public in the manner described in Article 8 of the Auteurswet 1912 (1912 Copyright Act).

**15.3** Unless otherwise agreed in writing, the performance of an investigation into the existence of intellectual property rights, including but not limited to patent, drawing, design, trademark and database rights, copyrights and portrait rights of third parties, does not form part of the Assignment. The same applies to any investigation into the possibility of such forms of protection for the Principal.

**15.4** The Contractor will have the right to protect or secure the Products (or to cause the same to be done) by means of technical or other facilities or measures. The Principal will not be permitted to circumvent, avoid or remove those technical facilities or measures made for the Contractor's benefit (or to cause the same to be done).

**15.5** The working drawings, illustrations, prototypes, models, moulds, designs, design sketches, films and other materials and electronic or other files are and will remain the

Contractor's property, irrespective of whether they have been made available to the Principal and/or third parties.

**15.6** Upon completion of the work commissioned, neither the Principal nor the Contractor will have any obligation to retain any of the materials and data used.

**15.7** Unless otherwise agreed, once the Principal has fulfilled all its obligations under the agreement with the Contractor, it will acquire an exclusive licence to use the Work solely for purposes of publication and reproduction as such purposes were agreed when the work was commissioned or purchased. If no such specific purposes have been agreed, the Principal will obtain complete copyright upon full payment of the quoted price, raised by VAT and other government levies. The obtained copyright solely applies to the design as a whole. The obtained copyright does not apply to individual elements that are used to create the design.

**15.8** Without prior written approval from the Contractor, the Principal will not be entitled to any use of the Work that is broader or different from the use agreed. In the event of broader or different use on which no agreement was reached, including any amendment, mutilation or infringement on the provisional or final design, the Contractor will be entitled to compensation due to infringement of her rights of at least three times the agreed fee, or a fee that is reasonably and fairly proportional to the infringement committed, without prejudice to the Contractor's right to claim reimbursement of the damage actually incurred.

**15.9** The Principal will not (or no longer) be permitted to use the results made available and any licence granted to the Principal in the context of the Work commissioned will lapse:

- a. from the moment that the Principal fails to fulfill its payment or other obligations under the agreement or to do so in full, or is otherwise in default, unless the default is insignificant by reference to the overall scope of the work;
- b. if the work commissioned is terminated early for any reason whatsoever, unless the consequences are contrary to the principles of reasonableness and fairness.

**15.10** The Contractor may use the Work at her discretion for his own publicity or promotional purposes, with due observance of the Principal's interests.

## **Article 16 Confidentiality**

**16.1** The parties will be required to observe confidentiality in respect of all confidential information that they have received from each other or from another source in the context of their Agreement. Information is confidential if the other party has stated that or if that arises from the nature of the information. All technical and cost-specific information regarding the Products and/or the Work will be regarded as confidential without exception.

The same duty of confidentiality in respect of such facts and circumstances must be imposed on any third parties engaged in the performance of the work commissioned.

**16.2** Unless otherwise agreed in writing, the Principal is not entitled to disclose, show, provide, make available, give access to in any way whatsoever, any Work, design, drawing, draft and / or any other thing created by and / or produced by and / or performed by and / or caused to be created by and / or caused to be produced by and / or caused to be performed by the Contractor to any third party for whatever reason before accepting an Offer in accordance with the provisions of Article 3.

**16.3** If a party is required pursuant to a statutory provision or a court ruling to provide confidential information to third parties designated by law or by the competent court and in that context cannot invoke a statutory right or a right to refuse to give evidence acknowledged or allowed by the competent court, that party will not be required to pay any damages or compensation and the other party will not be entitled to dissolve the agreement on the grounds of any resulting damage.

## **Article 17 Warranties and indemnities**

**17.1** The Contractor warrants that the Work supplied to the Principal has been made by her or on her behalf and, if the Work is protected by copyright, that the Contractor is the author within the meaning of the Auteurswet (Dutch Copyright Act) and as the copyright owner has the power of disposition of the work.

**17.2** The Principal indemnifies the Contractor or persons engaged by the Contractor in the performance of the work commissioned against any third-party claim or action arising from the application or use of the design created by the Contractor or persons referred to above.

**17.3** The Principal indemnifies the Contractor against any claim or action relating to intellectual property rights in materials or information supplied by the Principal and used in the performance of the work commissioned.

## **Article 18 Other Terms**

**18.1** The client will not be permitted to transfer or assign to third parties any of the rights under an agreement concluded with the contractor, save in the event and as part of a transfer of the client's entire business.

## **Article 19 Disputes**

**19.1** These General Conditions, all Offers, Assignments and other agreements concluded between the parties will be governed by Dutch law, irrespective of the Principal's domicile and/or nationality and irrespective of the place of delivery of the Products and/or the performance of the Work.

**19.2** The Court of Maastricht, the Netherlands, will have exclusive jurisdiction to hear and decide on any disputes arising from these General Conditions and/or Offers and/or Assignments and/or other agreements concluded between the parties.

Filed with the Chamber of Commerce in Limburg under number 14111446, on 24-09-2012.

A copy of the full General Conditions will be sent to you free of charge on request