

# TERMS AND CONDITIONS

These are the general terms and conditions of **Steffani Swart** (Contractor).

Business details:: **Steff Black**. Chamber of Commerce number: 69623341.

If you have any questions, you can contact Steffani Swart by email or telephone. Contact details can be found on the contact page. Steffani Swart has the right to change these general terms and conditions. You agree that the latest version of these general terms and conditions will always apply to the assignment. Parties can record deviating agreements in writing.

## Article 1 - General

These general terms and conditions apply to every offer, quotation and assignment between the Contractor and you (the Client). The Contractor will send these general terms and conditions to you free of charge on request.

## Article 2 - Realisation of the assignment

The assignment is concluded when the Contractor receives the signed agreement back and / or receives confirmation by e-mail. For orders up to € 4000, a written agreement by email or letter is sufficient.

## Article 3 - Quotations and offers

All offers and quotations from the Contractor are without obligation, unless otherwise agreed. An offer in a quotation only applies to the specific underlying assignment (and not to any future orders).

If the Client provides the Contractor with information, the Contractor may assume that these are correct and will base its quotation on this.

## Article 5 - Price

The contractor may increase the price in the interim if unforeseen and cost price increasing circumstances occur after the conclusion of the assignment.

The price is exclusive of any expenses incurred by the Contractor and exclusive of VAT and other government levies.

## **Article 5 - Payment and collection costs**

Client agrees to a 50% down payment. This must be present on the Contractor's account no more than 24 hours before the assignment.

The client must always pay within fourteen days of the invoice date.

If the Client does not pay the invoice on time, it will be in default by operation of law. The client then owes the statutory interest (if he is a consumer) or the statutory commercial interest (if he is a company). The interest on the due amount is calculated from the moment that the Client is in default until the moment of payment of the full amount due.

The full claim of the Contractor on the Client is immediately due and payable if: Client exceeds a payment term; Client is bankrupt or in suspension of payment; Client (company) is dissolved or liquidated; Client (natural person) is placed under guardianship or dies.

If the Client does not pay on time, it is immediately in default. He will then owe all extrajudicial collection costs to the Contractor. For an invoice amount up to € 267 these costs will be € 40.

With a higher invoice amount, the maximum collection costs are as follows:

15% on the first € 2500;

10% on the part that remains afterwards, up to € 5000;

5% on the part that remains afterwards, up to € 10,000;

1% on the part that remains thereafter, up to € 200,000;

0.5% on the remainder.

## **Article 6 - Third parties**

The contractor may have work (partly) performed by third parties. Articles 7: 404 BW

(implementation by a specific person), Article 7: 407 paragraph 2 (joint and several liability) and

7: 409 BW (death of a specific person) do not apply.

## **Article 7 - Execution of the assignment**

The Contractor will perform the assignment to the best of his knowledge and ability and according to the requirements of good workmanship.

The contractor may carry out the assignment in different phases and invoice the executed parts separately.

If the Contractor carries out the assignment in phases, he can suspend the execution of the parts of a subsequent phase until the Client has approved the results of the previous phase in writing.

The Client will ensure that he timely provides all information or materials to the Contractor that are necessary for the Contractor to carry out the assignment.

If the Client does not provide the necessary information or materials on time, the Contractor may suspend the execution of the assignment and invoice the extra costs arising from the delay. The Contractor is not liable for damage that arises because the Contractor has relied on incorrect or incomplete information provided by the Client.

## **Article 8 - Change of assignment**

If during the assignment it appears that for a proper execution it is necessary to change or supplement the content of the assignment, the parties will do so in mutual consultation. The Contractor can increase or decrease the agreed price. The Contractor will (if possible) provide a quotation in advance. Due to a change in the assignment, the specified term of execution may also change. The client accepts the possibility of changing the assignment, price and execution time.

The Contractor may refuse a request to change the assignment from the Client, if this may have a qualitative or quantitative effect on the work.

The client may not (partially) cancel the assignment after confirmation of the quotation. If this does happen, 10% of the total quotation amount will be charged.

## **Article 9 - Suspension, dissolution**

The Contractor may suspend the assignment if he is temporarily unable to fulfill his obligations due to circumstances (which are beyond his control or of which he was not aware).

If performance is permanently impossible, the parties may dissolve the assignment for the part that has not yet been fulfilled.

The Contractor may suspend or dissolve the performance of the assignment if the Client does not, not fully or not on time, fulfill its obligations. The Client must then pay or compensate the Contractor for damages.

## **Article 10 - Early termination**

If the Contractor cancels the assignment prematurely, the Contractor will ensure that the work still to be performed is transferred to third parties, unless the cancellation is attributable to the Client. If the transfer of the work entails additional costs for the Contractor, the costs will be borne by the Client.

The Contractor may cancel the assignment immediately (and no compensation or compensation is required) in one of the following cases: Client exceeds a payment term; Client is bankrupt or in suspension of payments; Client (company) is dissolved or liquidated; Client (natural person) is placed under guardianship or dies; There is another circumstance whereby the Client can no longer freely dispose of its assets.

The client may not cancel the assignment after confirmation of the quotation. If this does happen, 10% of the total quotation amount will be charged.

## **Article 11 - Force majeure**

The Contractor does not have to fulfill his obligations in case of force majeure. During the period that the force majeure continues, the Contractor can suspend the obligations under the assignment. If this period lasts longer than 2 months, both parties may cancel the assignment, without being obliged to pay compensation. If the Contractor has partially fulfilled his obligations and if the fulfilled part has independent value, the Contractor may invoice the fulfilled part.

## **Article 12 - Retention of title**

Everything that the Contractor delivers remains the property of the Contractor until the Client has fully complied with all its obligations.

The Client must do everything he can reasonably do to secure the Contractor's property. If the Contractor wishes to exercise its property rights, the Client gives unconditional and irrevocable permission to the Contractor to enter all places where the properties are located, so that the Contractor can take them back.

Contractor has the right to publish end products unless otherwise discussed and recorded in the quotation. This is referred to as publication in the form of the Contractor's website and social channels.

## **Article 13 - Guarantees**

The Contractor guarantees that what he delivers meets the usual requirements and standards that can be set at the time of delivery.

This guarantee does not apply if the Client uses the delivered goods incorrectly.

This guarantee also does not apply if a defect arises due to circumstances that the Contractor cannot do about it.

Data will remain available for a period of two months to be requested from the Client. After a period of two months, the Client has the right to delete data.

## **Article 14 - Investigation**

The Client must examine the delivered items when it is made available or the work has been carried out. The client must investigate whether the quality and quantity of the delivered goods correspond with what has been agreed and whether it meets the requirements that the parties have agreed.

The Client must notify the Contractor in writing of any visible defects within fourteen days of delivery. He must notify the Contractor in writing of any invisible defects thirty days after discovery thereof. The notification must contain a detailed description of the defect.

## **Article 15 - Complaints**

The Client must report any complaints in writing and within one month after discovery (or - in the case of invisible defects - after he could have discovered the defects).

If the Client submits a complaint on time, this does not suspend its payment obligation.

If the Client reports a complaint later, it will no longer be entitled to repair, replacement or compensation.

If it is established that an item is defective and this has been reported on time, the Contractor will replace, repair or compensate the defective item within a reasonable period after written notification of the defect by the Client.

If it is established that a complaint is unfounded, the costs incurred by the Contractor as a result (such as investigation costs) will be entirely at the expense of the Client.

## **Article 16 - Liability**

The Contractor is only liable for direct damage on the part of the Client that is directly and exclusively the result of a shortcoming on the part of the Contractor.

The Contractor is not liable for damage that has arisen because he relied on incorrect or incomplete information provided by the Client.

The Contractor's liability is always limited to the invoice value with a maximum of € 100.00.

The liability of the Contractor is in any case limited to the amount that its insurer pays out in that case.

The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of the Contractor.

## **Article 17 - Limitation period**

The limitation period for all claims and defenses against the Contractor is one year.

## **Article 18 - Indemnity**

The Client indemnifies the Contractor against any claims from third parties who suffer damage as a result of the performance of the assignment and the cause of which is not attributable to the Contractor.

If third parties sue the Contractor, the Client will assist him both extrajudicially and in law and do everything that may be expected of him in that case.

If the Client does not take any measures, the Contractor may do so himself. All costs and damage that arise for the Contractor as a result are entirely at the expense and risk of the Client.

## **Article 19 - Intellectual property**

Contractor retains all rights to plans, documents, images, drawings, software, creations and related information. This also applies if costs have been charged for this or if improvements have been made later.

The Client may not copy the items referred to in the previous paragraph (if this is not for internal use at the Client), show them to third parties or make them available for a purpose other than that for which they were provided by the Contractor.

The Contractor has the right to publish end products as part of the online portfolio unless otherwise discussed and recorded in the quotation.

Copy rights stay with the Contractor. These can be bought by the Client for a reasonable amount, to be specified according to the original costs.

## **Article 20 - Confidentiality**

Unless there is a statutory or professional duty to disclose, the Contractor will keep all information from the Client confidential from third parties.

The Contractor will not use the information provided by the Client for a purpose other than that for which it was obtained, unless the Contractor acts in a procedure in which these documents may be important.

The Client will not disclose the content of agreements, order confirmations, quotations, reports, advice or other expressions, whether or not in writing, of the Contractor and ensure that third parties do not see the content thereof.

## **Article 21 - Additional work**

In case of additional work \*, a verbal agreement to exceed the predetermined invoice amount applies. Additional work must be declared before it is carried out. \* additional work is understood to mean work that falls outside the agreed upon activities such as extra working hours for designs.

## **Article 22 - Invalidity**

If any part of these terms and conditions is void or voidable, this will not affect the validity of the rest of the Agreement. The void or voided part will be replaced by a provision that follows the content of the void provision as closely as possible.

## **Article 23 - Conflicting Clause**

In the event that these general terms and conditions and the agreement contain conflicting conditions, the conditions included in the agreement will apply.

## **Article 24 - Applicable law**

Dutch law.

## **Article 25 - Competent court**

Court of Rotterdam.

## **Article 26 - Planning guidelines**

Client must carefully read this part. It outlines a plenary schedule.

Request for quotation from the Client will be answered within 48 hours (counting working days).

Quotation must be confirmed by the Client within two weeks.

Down payment must be on the Contractor's account no more than 24 hours before the assignment.

Film day / part of the day / period.

Within the specified time period, the Client will receive the material including the final invoice.

The invoice must be paid within a maximum of 14 days.

After payment, the Client will receive the material within 48 hours.