



## 1 AGREEMENT, QUOTATION AND CONFIRMATION

1.1 These general terms and conditions (hereinafter: General Terms and Conditions) apply to all quotations and the formation, content and performance of all agreements concluded between the client and the contractor (hereinafter: Green Dreamers). Deviations from these General Terms and Conditions can only be agreed in writing between client and Green Dreamers.

1.2 Offers are without obligation and are valid for 2 months. Quotations can undergo changes due to an unforeseen change in the work. Prices are exclusive of VAT. Said rates and offers do not automatically apply to future assignments. The client is responsible for the accuracy and completeness of the data provided by or on behalf of the Green Dreamers to which the Green Dreamers bases the quotation.

1.3 Orders are confirmed in writing by the client. If the client fails to do so, but nevertheless agrees that the Green Dreamers will start to carry out the assignment, the content of the quotation will be considered as agreed and these General Terms and Conditions apply. Further verbal agreements and stipulations only bind the Green Dreamers after they have been confirmed in writing by the Green Dreamers.

## 2 THE IMPLEMENTATION OF THE AGREEMENT

**2.1 The Green Dreamers makes every effort to execute the assignment** carefully and independently, to represent the interests of the client to the best of his knowledge and to strive for a result that can be used by the client, such as can and may be done by a reasonable and professional Green Dreamers. expected. To the extent necessary, the Green Dreamers will keep the client informed of the progress of the work.

2.2 The client does all that is reasonably necessary or desirable to enable a timely and correct delivery by the Green Dreamers, such as the timely delivery of complete, sound and clear data or materials, of which the Green Dreamers indicates or of which the client indicates understands or should reasonably understand that they are necessary for the performance of the agreement.

2.3 A period specified by the Green Dreamers for the execution of the assignment is indicative, unless agreed otherwise in writing.

2.4 Unless otherwise agreed, the assignment of the Green Dreamers does not include:

- a. conducting tests, applying for permits and assessing whether the client's instructions meet legal or quality standards;
- b. conducting research into the existence of rights, including patent rights, trademark rights, drawing or design rights, copyrights or portrait rights of third parties;

c. conducting research into the possibilities of the information in sub b. possible forms of protection for the client as referred to.

2.5 Prior to implementation, production, reproduction or disclosure, the parties shall give each other the opportunity to check and approve the latest models, prototypes or tests of the result.

2.6 Deviations in the (final) result compared to what has been agreed are not a reason for rejection, discount, compensation or termination of the agreement, when these deviations, considering all circumstances, are reasonably of minor importance.

2.7 Complaints are communicated to the Green Dreamers in writing as soon as possible, but in any case within ten workdays after completion of the assignment, failing which the client is deemed to have fully accepted the result of the assignment.

## 3 ENGAGING THIRD PARTIES

3.1 Unless otherwise agreed, assignments are given to third parties in the context of the execution of the assignment by or on behalf of the client. At the client's request, the Green Dreamers can act as an agent for the client's account and risk. The parties can agree on a future compensation for this.

3.2 If the Green Dreamers draws up a budget for costs of third parties at the request of the client, this budget is indicative. If desired, the Green Dreamers can request quotes on behalf of the client.

3.3 If in the execution of the assignment the Green Dreamers purchases goods or services from third parties in accordance with express agreement at his own expense and risk, after which these goods or services are passed on to the client, the provisions of the general terms and conditions of and / or separate agreements apply. with the supplier with regard to the guarantee and liability also towards the client.

3.4 If the Green Dreamers, whether or not on behalf of the client, gives orders or instructions to production companies or other third parties, the client will confirm the approval referred to in article 2.5 of these General Terms and Conditions in writing at the request of the Green Dreamers.

3.5 The client does not engage third parties without consulting the Green Dreamers if that can influence the execution of the assignment as agreed with the Green Dreamers. In the appropriate case, the parties consult which other contractors are engaged and which work is assigned to them.

3.6 The Green Dreamers is not liable for errors or defects in products or services of third parties engaged by or on behalf of the client, regardless of whether they have been introduced by the Green Dreamers. The client must address these parties



himself. The Green Dreamers can provide assistance with this if required.

#### **4 INTELLECTUAL PROPERTY RIGHTS AND PROPERTY RIGHTS**

4.1 All intellectual property rights arising from the assignment - including patent, trademark, drawing or design rights and copyright - on the results of the assignment belong to the Green Dreamers. To the extent that such a right can only be obtained through a deposit or registration, only the Green Dreamers is authorized to do so, unless otherwise agreed.

4.2 The parties can agree that the rights referred to in the first paragraph are wholly or partially transferred to the client. This transfer and any conditions under which the transfer takes place are always recorded in writing. Until the moment of transfer, a user right is provided as regulated in article 5 of these General Terms and Conditions.

4.3 The Green Dreamers has the right at all times to mention or remove his / her name on, at or in publicity around the result of the assignment - in the manner customary for that result - or have it removed. The client is not permitted to publish or reproduce the result without mentioning the name of the Green Dreamers without prior permission from the Green Dreamers.

4.4 Unless otherwise agreed, the (originals of) results achieved by the Green Dreamers in the context of the assignment (such as designs, design sketches, concepts, advice, reports, budgets, estimates, specifications, working drawings, illustrations, photos, prototypes) , models, templates, prototypes, (partial) products, films, ( audio and video) presentations, source codes and other materials or (electronic) files, etc. , belong to the Green Dreamers, whether or not they have been made available to the client or third parties.

4.5 After the completion of the assignment, neither the client nor the Green Dreamers have an obligation to each other with regard to the materials and data used, unless agreed otherwise.

#### **5 USE OF THE RESULT**

5.1 When the client fully meets his obligations under the agreement with the Green Dreamers, he acquires the right to use the result of the assignment in accordance with the agreed destination. If no agreements have been made about the destination, the right of use remains limited to that use, for which the order was (apparently) issued. The right to use is exclusive, unless the nature of the agreement dictates otherwise or otherwise agreed.

5.2 If the result also relates to works that are subject to the rights of third parties, the parties will make additional arrange-

ments as to how the use of these works will be arranged.

5.3 Client does not have the right to adjust the result of the assignment, to use it in a wider or different way or to reuse or perform it than agreed, or to have this done by third parties without written permission. The Green Dreamers can attach conditions to this permission, including the payment of an equitable remuneration.

5.4 In the event of broader or other use that has not been agreed upon, including this change, mutilation or impairment of the provisional or definitive result, the Green Dreamers is entitled to compensation for infringement of his / her rights of at least three times the agreed fee, at least a compensation that is reasonable and fairness is proportionate to the infringement committed, without otherwise losing any other rights.

5.5 The client is no longer allowed to use the results provided and any right of use granted to the client within the framework of the assignment is canceled, unless the consequences thereof conflict with reasonableness and fairness:

- a. from the moment that the client does not or not fully comply with his ( payment ) obligations under the agreement or is otherwise in default;
- b. if the assignment is terminated prematurely for the reasons stated in Article 8.1 of these General Terms and Conditions;
- c. in the event of the bankruptcy of the client, unless the relevant rights have been transferred to the client in accordance with the second paragraph.

5.6 The Green Dreamers has the freedom to use the results for own publicity, acquisition of assignments, promotion, including competitions and exhibitions, etc., and to get them on loan when it comes to physical results, taking into account the interests of the client. is going.

#### **6 FEE AND COSTS**

6.1 The Green Dreamers is entitled to a fee for carrying out the assignment. This can consist of an hourly rate, a consultancy fee, a fixed amount, whether or not related to the project sum or any other fee to be agreed between the parties.

6.2 In addition to the agreed fee, there are also costs incurred by the Green Dreamers for the execution of the assignment, such as office, travel and accommodation costs, costs for prints, copies, (printing) tests, prototypes, and costs of third parties for advice, production and guidance, etc. are eligible for reimbursement. These costs are specified in advance as much as possible, except when a storage percentage is agreed.

6.3 If, due to late or non-delivery of complete, sound and clear data / materials, due to a modified or incorrect assignment or briefing, or due to external circumstances, the Green Dreamers is required to perform more or other work, these activities



will be honored separately, based on the customary fee rates applied by the Green Dreamers. The Green Dreamers will inform the client about this in advance, unless this is not possible due to circumstances or the nature of the work does not allow postponement.

6.4 If the execution of the assignment is delayed or interrupted by circumstances that cannot be attributed to the Green Dreamers, the client is obliged to reimburse any costs that this entails. The Green Dreamers will try to limit the costs as much as possible.

## **7 PAYMENT AND SUSPENSION**

7.1 All payments must be made without deduction, settlement or suspension, within 30 days after the invoice date, unless otherwise agreed in writing or the invoice states otherwise.

7.2 All goods delivered to the client remain the property of the Green Dreamers until all amounts owed by the client to the Green Dreamers on the basis of the agreement concluded between the parties have been paid in full to the Green Dreamers.

7.3 If the client is in default with the full or partial payment of the amounts due, the client is legally liable for interest and extrajudicial collection costs due, which amount to at least 10% of the invoice amount with a minimum of € 150, - excl. VAT .

7.4 The Green Dreamers ensures timely invoicing. In consultation with the client, the Green Dreamers may charge agreed fees and costs as an advance, interim or periodical.

7.5 The Green Dreamers may suspend the execution of the assignment after the payment term has expired and the client, after having been given notice in writing to pay within 14 days, fails to do so, or if the Green Dreamers must understand that payment has been made by a statement or behavior of the client. will be omitted.

## **8 TERMINATION AND TERMINATION OF THE AGREEMENT**

8.1 If the client cancels the agreement without culpable failure on the part of the Green Dreamers, or if the Green Dreamers dissolves the agreement due to an attributable shortcoming in the client's compliance with the agreement, then the client is, in addition to the fee and the costs incurred costs related to the work carried out up to then, owe compensation. Behavior of the client on the basis of which the Green Dreamers can no longer reasonably be expected to complete the assignment, is in this context also regarded as an attributable shortcoming.

8.2 The compensation referred to in the previous paragraph includes at least the costs arising from the commitments entered into by the Green Dreamers in his own name for the fulfillment

of the assignment with third parties, as well as at least 30% of the remaining part of the fee paid by the client upon full the assignment would be due.

8.3 Both the Green Dreamers and the client have the right to immediately dissolve the agreement in whole or in part, and all amounts due become immediately due when a request for bankruptcy, (provisional) suspension of payment, or debt restructuring is submitted with regard to the other party.

8.4 If the activities of the Green Dreamers consist of the repetitive performance of similar activities, then this is a continuing performance contract, unless agreed otherwise in writing. This agreement can only be terminated by written cancellation with due observance of a reasonable notice period of at least three months, during which period the client continues to purchase the usual amount of work from the Green Dreamers, or will financially compensate.

## **9 GUARANTEES AND GUARANTEES**

9.1 The Green Dreamers guarantees that the work delivered is designed by or on behalf of him / her and that, if copyright is attached to the result, he / she is considered to be the creator within the meaning of the Copyright Act and the copyright holder can dispose of the work. Green Dreamers guarantees that the result of the assignment at the time of realization thereof, insofar as he / she knows or should reasonably know, does not infringe the rights of third parties or is otherwise unlawful.

9.2 When the client uses the results of the assignment, the client indemnifies the Green Dreamers or third parties engaged by the Green Dreamers for the assignment against all claims from third parties arising from the applications or use of the result of the assignment. This is without prejudice to the liability of the Green Dreamers towards the client for non-compliance with the guarantees as referred to in the previous paragraph and other liability as referred to in article 10 of these General Terms and Conditions.

9.3 The client indemnifies the Green Dreamers against claims regarding intellectual property rights on all materials and / or data provided by the client that are used in the execution of the assignment.

## **10 LIABILITY**

10.1 If the Contractor should be liable, then this liability is limited to the provisions of this provision.

10.2 The Contractor is not liable for damage, of any nature whatsoever, caused by the fact that the Contractor relied on incorrect and / or incomplete data provided by or on behalf of the Other Party .



10.3 If the Contractor should be liable for any damage, the Contractor's liability is limited to a maximum of 2 times the invoice value of the order, at least to that part of the order to which the liability relates, such with a maximum of € 250000. If the assignment lasts longer than half a year, the aforementioned liability is limited to an amount equal to the total amount that the agency has received in the context of the assignment in the last 6 months before the damage occurred from the client.

10.4 The contractor is only liable for direct damage.

10.5 Direct damage is exclusively understood to mean the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to compensate the Contractor's faulty performance to the to have the agreement answered, insofar as these can be attributed to the Contractor and reasonable costs incurred to prevent or limit damage, insofar as the Other Party demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions.

10.6 The Contractor is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption.

10.7 The Client indemnifies the Contractor against all third-party claims, and will compensate the Contractor for the costs it incurs or will incur in connection with the defense against such third-party claims that are related to or ensue from work performed by the Contractor pursuant to the agreement. (s) with the Client.

10.8 Contrary to the statutory limitation periods, the limitation period of all claims and defenses against the Contractor and the assistants involved in the implementation of an agreement is 1 year.

10.9 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 or his managerial subordinates.

## 11 OTHER PROVISIONS

11.1 If the client wishes to give the same assignment to others than the Green Dreamers at the same time or has already given the assignment to another person, he will inform the contractor of this, stating the names of these others.

11.2 The client is not permitted to transfer any right from an agreement concluded with the Green Dreamers to third parties, other than upon transfer of his entire company or with written permission from the Green Dreamers.

11.3 The parties are obliged to maintain the confidentiality of all confidential information, facts and circumstances that come to the knowledge of the other party in the context of the assignment, from each other or from another source, of which it can be reasonably understood that disclosure or communication to third parties Green Dreamers or the client could cause damage. Third parties who are involved in the execution of the assignment will be treated with the same confidential treatment with regard to these facts and circumstances originating from the other party.

11.4 If any provision of these General Terms and Conditions is invalid or destroyed, the remaining provisions of these General Terms and Conditions will remain in full force. In that case, the parties will consult with the aim of agreeing new provisions to replace the invalid or annulled provisions, taking into account as far as possible the purpose and scope of the invalid or annulled provisions.

11.5 The inscriptions in these General Terms and Conditions serve only to promote readability and do not form part of these General Terms and Conditions.

11.6 Dutch law applies to the agreement between the Green Dreamers and the client. The parties will in the first instance attempt to resolve a dispute in mutual consultation. Unless the parties have explicitly agreed on arbitration in writing, the judge competent according to the law, or the judge in the district where the Green Dreamers is located, will take notice of disputes between the Green Dreamers and the client at the discretion of the Green Dreamers.