

## General terms & conditions

Last modified on 17 August 2020.

### 1. Definitions

Represented under the company name WeMindd B.V., registered under no. 59812532 at the Chamber of Commerce in Amsterdam, The Netherlands. Hereafter called 'Mindd'.

**Client:** Any other party of Mindd.

### 2. Applicability

- 2.1. These general terms and conditions apply to all offers, quotations, agreements and assignments, offered by or concluded with Mindd. The application of terms and conditions of the Client is expressly excluded;
- 2.2. Deviations from these terms and conditions may only be invoked if such deviations have been agreed upon in writing or if it has been established for both the Client and Mindd that such deviation has been agreed upon.

### 3. Acceptance

- 3.1. Agreements concluded with Mindd (and any amendments thereto) with regard to matters or services shall only be binding on Mindd insofar as they have been confirmed or accepted in writing by Mindd;
- 3.2. Administrative and writing errors can be rectified at any time;
- 3.3. Mindd shall be entitled, prior to delivery or execution, to demand the contract price, an advance payment or security from the Client;
- 3.4. In the event of changes made by the Client to the assignment to be carried out, Mindd shall, within reason, if the content of the performance to be carried out by it does not substantially deviate from the originally agreed performance.

### 4. Pricing

- 4.1. All prices quoted are always exclusive of turnover tax (VAT) and other levies imposed by the government, unless stated otherwise;
- 4.2. Government imposed increases in taxes and/or levies on services rendered or goods delivered, which come into effect between the time of the conclusion of an agreement and the delivery, are for the account of the Client;
- 4.3. The costs of delivery (including costs of weighing and counting, costs of delivery, including costs of over-packaging) shall be borne by the Client;
- 4.4. In the event of a delivery consisting of parts, Mindd may invoice after each partial delivery;
- 4.5. Mindd shall be authorized to require advance payment of the quotation amount or part thereof prior to an order;
- 4.6. Mindd may require security for the amount of the quotation, prior to or during an order from the Client;
- 4.7. If a price has only been issued between the parties by way of estimation, the price or the change will be determined at an amount considered reasonable in the advertising sector.

### 5. Price modifications

Mindd is entitled to increase the agreed price if:

- 5.1. There is a reasonably unforeseeable change of circumstances:
  - a. By the government (of wages, employers' charges, social insurances);
  - b. General costs (costs related to employment conditions, materials, semi-finished products or services necessary for the execution of the agreement, increase in shipping costs);
  - c. Substantial change in exchange rates;
  - d. Other circumstances that are generally comparable to previous circumstances.
- 5.2. The content of the assignment changes when instructed by the Client or extra work is the result of unclear material (sketches / drawings / models / images), faulty information carriers etc. provided by the Client;
- 5.3. Exceptional or reasonably unforeseeable processing difficulties arising from the nature of the materials and products to be processed justify an increase in the agreed price.

**6. Printing proofs**

- 6.1. Any proofs produced by Mindd at the Client's request shall be charged in addition to the agreed price, unless it has been expressly agreed that the costs of these proofs are included in the price;
- 6.2. Mindd shall only proceed to further processing (reproduction) of the proof after the Client has explicitly agreed to the proof.

**7. Execution**

- 7.1. The Client shall see to it that sufficient insurance is taken out for the items it has made available to Mindd. Mindd shall not be liable for the destruction of or damage to these items;
- 7.2. The Client shall be obliged to inform Mindd as soon as possible of all circumstances that may prevent or hinder the execution of the assignment;
- 7.3. In the absence of performance to be performed by the Client, Mindd shall be entitled to suspend its deliveries and performances, without prejudice to Mindd's right to claim compliance with the agreement or compensation for damages.

**8. Delivery**

- 8.1. Mindd shall make every effort to deliver in accordance with the term stipulated in the agreement, in accordance with the order and the quantity/quality stipulated therein;
- 8.2. The agreed completion or delivery times are approximate and therefore, unless explicitly agreed otherwise, not binding;
- 8.3. The Client shall be obliged to fully cooperate with the delivery of the goods to be delivered by Mindd pursuant to the agreement. The Client shall immediately be in default and liable for damages if it fails to comply with this obligation;
- 8.4. The Client shall be liable for costs due to non-cooperation in delivery, including freight and storage costs;
- 8.5. Exceeding the delivery or completion dates cannot in principle lead to dissolution of the agreement or to suspension of the payment obligations by the Client. In such a case, the Client shall grant Mindd a reasonable period of time to still fulfil its obligations by registered letter or bailiff's writ;
- 8.6. If the breach is of such a nature that the Client cannot reasonably be required to comply with this agreement, the Client shall be entitled to cancel the order by registered letter or bailiff's writ with a notice period of 4 weeks;
- 8.7. Deliveries shall take place ex works or from the place where the goods have been produced, whereby the Client shall collect the goods. If the goods are delivered to the Client, the Client shall bear the costs of transport;
- 8.8. In the case of cash on delivery, the Client must check whether the goods are in undamaged condition before accepting the shipment;
- 8.9. The Client shall arrange insurance during transport.

**9. Termination and dissolution**

- 9.1. Dissolution of the agreement is only possible to the extent that continuation of this agreement can no longer be demanded by the party invoking the dissolution;
- 9.2. The defaulting party is liable for damages insofar as the other party has suffered damages or incurred costs;
- 9.3. Current contracts for a definite or indefinite period of time can only be terminated with due observance of a notice period. This notice period is one year if it concerns a periodic publication that appears four times a year or more frequently and 6 months if it concerns a periodic assignment that appears less frequently. Notice of termination can only be given by the first day of each month. Notice of termination can only be given in writing and by registered letter or by bailiff's writ;
- 9.4. If termination by Mindd takes place as a result of impediment by the Client in the execution of the assignment, the Client shall owe the full contract price plus any damage suffered by Mindd;
- 9.5. Both dissolution and termination of the agreement by one of the parties shall take place in writing, stating the reasons.

**10. Force majeure**

- 10.1. There is no right to dissolve this agreement in case of temporary force majeure, unless maintenance of the agreement cannot be demanded.

**11. Payments**

- 11.1. All invoices issued by Mindd to the Client must be paid within 30 days of the invoice date;
- 11.2. If payment is not made on time, the Client shall be in default without further notice of default being required, and from the first day after the expiry of this payment term the Client shall owe a contractual default interest of 12% per annum on the outstanding sum;
- 11.3. In that case, the Client shall also owe compensation for extrajudicial costs, which shall amount to 15% of the amount to be collected, with a minimum of € 150.00;
- 11.4. The Client is not authorized to invoke compensation or set-off, any invocation of this is expressly excluded.

**12. Reclamation**

- 12.1. In the event of irregularities, the Client must submit a written and well-founded complaint to Mindd within 7 days of the final delivery. After expiry of this period, the Client shall be deemed to have approved Mindd's performance and/or invoices;
- 12.2. The Client shall be obliged to carefully examine the typesetting, printing and other proofs received for errors and defects and to notify Mindd of any defects immediately. If the Client has not noticed deviations and errors, Mindd shall not be liable for this;
- 12.3. The Client may not make any claims against Mindd or assert any complaints as long as he has not fulfilled all his obligations towards Mindd.

**13. Deviations**

- 13.1. Deviations between the work supplied and the original design, drawing, copy or model or the typesetting, printing or other proofs, which are of minor importance in view of the nature of the assignment, cannot be a reason for rejection, discount, dissolution of the agreement or compensation; minor importance means "a minor influence on the utility value of the work";
- 13.2. With regard to the quality and grammage of paper and cardboard, the deviations of minor importance are those permitted by virtue of the tolerance standards stated in the General Terms and Conditions of Sale of the Association of Wholesalers of Paper.

**14. Liability**

- 14.1. Mindd shall not be liable for loss of profits, to movable or immovable property, or to persons, both at the Client's premises and at those of third parties, except for provisions of mandatory law concerning (product) liability;
- 14.2. Mindd's liability in such a case shall be limited to the amount to which the Mindd's corporate liability insurance provides cover plus any excess;
- 14.3. The extent of any damage to be compensated by Mindd shall, subject to the provisions elsewhere in this article, never exceed the net invoice value of the goods delivered to the Client.

**15. Intellectual property**

- 15.1. The Client guarantees that the goods to be made available by it, for the purpose of the assignment to be carried out, do not infringe any intellectual property right of a third party. Client shall indemnify Mindd with regard to any claim for damages or any claim whatsoever made by a third party against Mindd;
- 15.2. If a third party invokes such a right, Mindd shall be entitled to suspend further execution until it has been irrevocably established who is entitled;
- 15.3. Mindd is and shall remain the full owner of the goods manufactured by him or by third parties engaged by him. The items delivered by Mindd may therefore not be reproduced or published without its written permission, regardless of whether they are protected by any intellectual property right. All this unless otherwise stipulated in the agreement concluded between the parties;
- 15.4. After delivery by Mindd, the Client shall acquire the non-exclusive right to use the works produced by Mindd (or by third parties brought in by Mindd). The right shall be limited to the right of normal use of the goods delivered.

**16. Ownership of goods manufactured within the framework of the assignment**

- 16.1. The goods (including chair, design drawings, models, working drawings, data carriers, data files, films, etc.) produced by Mindd within the framework of the assignment remain the property of Mindd even if they are mentioned on a separate item on the invoice;

16.2. Mindd shall only be obliged to hand over the items referred to in paragraph a to the Client insofar as this has been agreed upon in writing between the parties.

**17. Retention of ownership**

17.1. All goods sold and delivered by Mindd shall remain the property of Mindd until the invoice and any additional costs (such as default interest and extrajudicial costs) have been paid in full. As long as invoices are outstanding, the Client shall be prohibited from letting, transferring ownership as security or pledging or otherwise encumbering or alienating these items;

17.2. For violation of this prohibition a penalty of € 5,000.00 per item per event will be forfeited;

17.3. Mindd shall be entitled to retain goods that have been made available, stored or processed by the Client until all costs and claims of Mindd against the Client have been paid.

**18. Goods in safekeeping**

18.1. Mindd shall exercise the care of one good custodian with regard to goods delivered by the Client;

18.2. The Client shall bear all risks during the custody, without prejudice to the stipulations in the previous section of this article, with regard to the goods given into custody. If desired, the Client shall take out an insurance for this risk himself;

18.3. The Client must keep a duplicate of the goods deposited/delivered, in case the goods are lost or can no longer be used.

**19. Materials and products supplied by the Client**

19.1. If, within the framework of the agreement, the Client is to deliver materials or products for printing, he shall deliver these sufficiently, on time, soundly and in good condition at a time for the normal scheduled production. The Client shall ask Mindd for instructions to this effect;

19.2. Mindd shall not be obliged to examine the goods obtained from the Client prior to the printing for suitability for that purpose. A defect in the quality of these materials or the absence of the correct properties cannot lead to liability on the part of Mindd, nor to any right to suspend payment for the work carried out by Mindd on the part of the Client;

19.3. The Client shall point out to Mindd any special difficulties or health risks during the printing or processing of the materials and products supplied by him.

**20. Disputes**

20.1. The relationship between Mindd and the Client shall be governed exclusively by Dutch law;

20.2. All disputes shall be subject to the judgment of the competent court in Amsterdam, The Netherlands.

## **Mediation in internet-/ domain-/ data hosting**

**21. Mediation Mindd**

21.1. The following provisions shall apply between Mindd and the Client to the extent that Mindd provides internet-/ domain-/ data hosting at the Client's request. The preceding provisions of these general terms and conditions shall remain in full force in such a case;

21.2. Mindd shall provide this hosting on behalf of its Clients through a third party, which will be determined in consultation with the Client. This third party is hereinafter to be referred to as 'Provider';

21.3. Mindd shall enter into an agreement with the Provider in its own name but on behalf of the Client. Mindd hereby obtains a power of attorney on behalf of the Client to enter into such an agreement with a Provider. This power of attorney implies, among other things, that the contractual provisions and general terms and conditions used by the Provider are concluded and apply directly between the Provider and the Client. In such a case Mindd is not a contracting party;

21.4. Because of the contractual consequences for the Client, the Client is deemed to have studied the contractual provisions, general terms and conditions and any guidelines of the Provider. These documents can be consulted on the website of the Provider and will be provided by Mindd at the request of the Client.

**22. Obligations Client**

- 22.1. In using the Provider Service, the Client shall behave as may be expected of a responsible and careful internet user. The Client shall refrain from conduct which causes or may cause nuisance to other Internet users or which causes or may cause damage to the Provider's technical system;
- 22.2. The Principal is not permitted to use the technical system and the facilities offered for actions and/or conduct that violate the applicable statutory regulations, the guidelines of the Advertising Code Committee, the Agreement and/or these Terms and Conditions;
- 22.3. Client shall ensure the use of necessary hardware and software, configuration, peripherals and connections in such a way that electronic communication traffic is not hindered by the use of the facility;
- 22.4. The Principal will take adequate measures to protect its computer, network or operating system (hardware and software, configuration, peripherals and connections).

**23. Limitation of liability Mindd**

- 23.1. Mindd has no influence on the availability, timely delivery and or performance of the Provider's services and therefore accepts no liability for defects in such services;
- 23.2. In so far as Mindd would be liable at any time, its liability shall be limited to only the direct damage suffered, with a maximum of the amount covered by its corporate liability insurance and shall never exceed the net invoice value of the goods delivered to the Client;
- 23.3. Mindd shall in any case not be liable for indirect damage and/or consequential damage and immaterial damage suffered by the Client or third parties;
- 23.4. Any legal claims of the Client by virtue of this Agreement shall lapse after a period of one year, to be calculated from the moment the Client was aware or could have been aware of the existence of this claim.

**24. Indemnification Mindd**

- 24.1. The Client indemnifies Mindd against any and all claims of the Provider and/or third parties on account of actions by the Client:
  - a. Contrary to its contractual provisions, general terms and conditions and guidelines;
  - b. Contrary to the law, guidelines of the Advertising Code Committee;
  - c. With which the rights of third parties in general (may) come into play.

**25. Abuse**

- 25.1. Client is aware that the Provider has the right to immediately cease access to its services in certain cases;
- 25.2. In case of detected or suspected Internet abuse, neither Mindd nor the Provider shall be liable for any damage suffered by the Client as a result of decommissioning the facilities.

**26. Contract acquisition**

- 26.1. The Client is not entitled to transfer the rights and obligations under the hosting agreement with the Provider to a third party.

**27. Conflicting terms and conditions Mindd / Provider**

- 27.1. In the event of any conflict between these General Terms and Conditions and the General Terms and Conditions applied by the Provider, the Provider shall prevail.