

# General Terms and Conditions

## HLO BRANDING AGENCY V.O.F.

### ARTICLE 1: DEFINITIONS

In these general terms and conditions, the following terms shall have the following meanings, unless the context indicates otherwise:

**Campaign:**

Means the campaign to be produced by HLO Branding Agency on behalf of the Client.

**Content:**

Means all expressions, including, but not limited to, audio-visual productions, video(s) and promotional content, produced by HLO Branding Agency for the benefit of the Client in accordance with the Quote or the Agreement.

**Services:**

Means all services to be provided by HLO Branding Agency for the benefit of the Client, including Strategy Development, Brand Design, Photography, the production of Content, production of Illustrations, production of Animations, Copy Right services, Product Development and the production of any other Works, as set out in the Quotation and/or Agreement.

**HLO Branding Agency:**

Means the partnership HLO Branding Agency V.O.F., whose office is at Torenstraat 144C in (2513 BW) The Hague, and who is registered in the Chamber of Commerce trade register under number 27324871.

**Fee:**

Means the fee agreed between HLO Branding Agency and the Client as consideration for the performance of the Services.

**Medium:**

Means the broadcast medium for which HLO Branding Agency has produced the Content and/or Works for the Client.

**Offer:**

Means the written offer by HLO Branding Agency, specified to a greater or lesser extent, setting out the Services which HLO Branding Agency intends to perform (or has performed) for the benefit of the Client, as well as the budget for the associated costs.

**Client:**

Means the natural (or legal) person for whose benefit the Services are performed and who enters into an Agreement with HLO Branding Agency, or who has otherwise entered into an Agreement with HLO Branding Agency.

**Agreement:**

Means the Agreement between HLO Branding Agency and the Client, in respect of the provision of the Services under the Quotation.

**Parties:**

Means the Client and HLO Branding Agency jointly.

**Works:**

The works, including but not limited to working drawings, logos, illustrations, animations, images (photographs), prototypes, scale models, moulds, television formats, texts, translations, slogans, designs, design sketches and/or any other materials or (electronic) files, which HLO Branding Agency has produced for the benefit of the Client in accordance with the quotation and/or the Agreement.

## ARTICLE 2: GENERAL

- 2.1** These general terms and conditions apply to all legal relationships between HLO Branding Agency and the Client, including all Services provided by HLO Branding Agency and in particular those specified in the Contract.
- 2.2** All clauses in these general terms and conditions are also made on behalf of all partners of HLO Branding Agency and all persons working for HLO Branding Agency and/or engaged by HLO Branding Agency.
- 2.3** Deviations from these general terms and conditions shall only be valid if expressly agreed in writing between the Parties. HLO Branding Agency explicitly rejects the applicability of any general purchase conditions used by the Client.
- 2.4** In the event of conflict between the provisions of these general terms and conditions and a provision of the Agreement, the provision of the Agreement shall prevail.
- 2.5** If HLO Branding Agency makes use of one or more third parties in the execution of an Agreement, it is entitled to invoke the general conditions used by these third parties.
- 2.6** These general terms and conditions apply to the legal relationship with Clients and do not apply to legal relationships in which HLO Branding Agency itself issues an order to third parties, including but not limited to freelancers or self-employed persons without personnel (ZZP-ers).

## ARTICLE 3: OFFERS

- 3.1** All Offers made by HLO Branding Agency are without obligation, unless explicitly agreed otherwise in writing. Offers have a maximum validity of 30 (thirty) days from the date of the offer. An Offer which has been put together from several parts can only be accepted as a whole and not in part, unless explicitly agreed otherwise in writing by HLO Branding Agency.
- 3.2** HLO Branding Agency shall have 14 (fourteen) days after receipt of the Client's acceptance of an Offer to choose to revoke the offer with no penalty.
- 3.3** The dates and deadlines mentioned in the quotation are always indicative and are never final dates or deadlines, unless otherwise expressly agreed in writing by HLO Branding Agency. HLO Branding Agency does not offer any guarantee with respect to agreed delivery times and late delivery does not entitle the Client to compensation, dissolution of the Agreement or suspension of any obligation to HLO Branding Agency.
- 3.4** The prices stated in the Offer are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the Agreement, including travel, accommodation, postage and administration costs, unless otherwise stated in the Offer.

## ARTICLE 4: AGREEMENTS

- 4.1** The Agreement is deemed in force as soon as either HLO Branding Agency receives the Offer signed by the Client, or the Client agrees to the Offer in writing or in another way, or HLO Branding Agency, with the agreement of the Client, starts to carry out the Services.
- 4.2** The Quotation approved by the Client, these General Terms and Conditions, and any additional written agreements or the Agreement, jointly constitute the complete representation of the Parties' rights and obligations and replace all previous written and verbal estimates, announcements and all other correspondence.

- 4.3** If the acceptance deviates in any form including minor points from what is stated in the quotation, then HLO Branding Agency shall not be bound by it. The Agreement will not be commenced in accordance with this deviating acceptance, unless explicitly agreed in writing by HLO Branding Agency.
- 4.4** If the Client wishes to change the content of the Agreement, the Client must inform HLO Branding Agency immediately and in writing of the desired changes. Proposed changes to the Agreement must then be accepted in writing by HLO Branding Agency. If a change and/or addition involves extra work, an additional fee will be charged to the client. If the amount is not agreed, it will be determined unilaterally by HLO Branding Agency in accordance with the requirements of reasonableness.
- 4.5** In the event that the Services have been performed, failure to meet the Client's expectation with regard to the Services performed on behalf of HLO Branding Agency shall not be a reason for revising and/or re-performing the Services free of charge.
- 4.6** If in the execution of the Agreement by HLO Branding Agency deviations from the quotation occur, HLO Branding Agency will inform the Client as soon as possible.
- 4.7** The Client shall ensure that all information, data, design, house style and related matters, which HLO Branding Agency indicates are desirable or which the Client should reasonably understand are necessary for the execution of the Agreement, are provided in good time to HLO Branding Agency.
- 4.8** If the Client does not provide HLO Branding Agency with any information, data, design, house style or related items required for the execution of the Agreement in time, HLO Branding Agency may suspend execution of the Agreement and charge the Client for the resulting costs at the usual rates.
- 4.9** HLO Branding Agency is not liable for damage of any kind caused by HLO Branding Agency using incorrect and/or incomplete information and/or documentation provided by the client.
- 4.10** If Client impedes or obstructs the execution and/or progress of the Agreement, all consequences thereof, as well as any additional costs, shall be fully at the Client's expense and risk.
- 4.11** The Client is aware and agrees that HLO Branding Agency will never cooperate with a request from the Client to make false statements about a product, service or brand, or to attribute characteristics to it that are contrary to reality.

## **ARTICLE 5: PERFORMANCE OF SERVICES AND USE OF CONTENT**

- 5.1** HLO Branding Agency is completely free to decide the manner in which the Agreement and especially the Services will be carried out, unless the Client and HLO Branding Agency have expressly made specific arrangements in this respect.
- 5.2** The Customer is responsible for the distribution and publication of the Content and/or the Works. The Customer is only permitted to distribute and/or disclose the Content and/or Works through the Medium and for the purpose agreed in the Quotation and/or the Agreement, unless expressly agreed otherwise.
- 5.3** If applicable, the Client shall provide an easily accessible, sound and safe workplace for HLO Branding Agency and shall take all necessary measures to this end, failing which HLO Branding Agency shall be entitled to temporarily or definitively cease the execution of the Services without prejudice to the Fee agreed with the Client.
- 5.4** The Client is responsible for securing all necessary permits, licences, etc. required for the performance of the Services. The consequences of not having the necessary permits, licences, etc. are at the expense and risk of the Client. The Client is also obliged to verify that the requested Services are not in conflict with the rules of the Dutch Advertising Code or other applicable laws or regulations.
- 5.5** If HLO Branding Agency so desires, the Content and/or Works to be reproduced will, as far as applicable, bear the © symbol, indicating the name of HLO Branding Agency.

- 5.6** HLO Branding Agency is entitled to protect or secure the Content and/or Works by taking (technical) measures. The Client may not circumvent, evade or remove these technical provisions or measures taken by or on behalf of HLO Branding Agency.

## ARTICLE 6: FEE AND COSTS

- 6.1** Parties may agree on a fixed Fee prior to signing of the Agreement where applicable.
- 6.2** If no fixed Fee has been agreed, the Fee will be determined on the basis of hours actually worked. The Fee will be calculated in accordance with HLO Branding Agency's usual hourly rates: strategist €150,-, creative €130,- and support is calculated on an hourly rate of €110,- valid for the period in which the Services are performed.
- 6.3** HLO Branding Agency is entitled to increase the Fee if during the execution of the Services it becomes apparent that HLO Branding Agency cannot reasonably be expected to deliver the agreed Services at the originally agreed Fee.
- 6.4** The Fee included in an Agreement is based on the data and circumstances known at that time. If, after the commencement of the Agreement, external factors impact costs, HLO Branding Agency is entitled to adjust the Fee in the Agreement accordingly, without this entitling the Client to cancel the Agreement.
- 6.5** HLO Branding Agency is entitled to settle with the Client any (external) price changes that have occurred after the Agreement was commenced.
- 6.6** HLO Branding Agency reserves the right to charge an additional fee if HLO Branding Agency, at the request of the Client, provides its Services or part thereof in the evening or at weekends.
- 6.7** The Fees mentioned in the Quotation are always exclusive of tax levies (such as VAT), as well as all travel, accommodation, material rental, probs, make-up, stylist, production, crew catering, examination or registration by the Benelux Trademark Office and other costs.
- 6.8** If applicable, the client is responsible for the administration and financial settlement with artists' rights organisations (including Buma/Stemra/Sena/etc.), unless agreed otherwise in writing.
- 6.9** Good weather rule. For outdoor productions a good weather rule applies. The following breakdown applies to good weather productions for all HLO team members and suppliers such as location, rental probs, models, stylist, make-up artist, photographer, videographer and possible other stakeholders.

**1st cancellation 'good weather' booking:** Cancellation 24 hours before the shoot we charge 25% of the daily rate of all team members and suppliers.

**2nd cancellation 'good weather' booking:** Cancellation 24 hours prior to the start of the shoot we will charge 50% of the daily rate of all planned team members and suppliers.

**3rd cancellation 'good weather' booking:** Cancellation 24 hours prior to the start of the shoot we will charge 50% of the daily rate of all scheduled team members and suppliers.

**Cancellation within 24 hours of the start of the shoot we will invoice the full amount.**

## **ARTICLE 7: PAYMENT**

- 7.1** Unless otherwise expressly agreed in writing, 50% (fifty percent) of the agreed Fee must be paid in full by the Client 5 (five) working days prior to the commencement of delivery of the Services by HLO Branding Agency and the remainder of the Fee is due upon delivery of the Content and/or Works, failing which HLO Branding Agency is entitled to cancel or suspend the delivery of the Services without affecting the Client's obligation to pay the agreed Fee.
- 7.2** After commencement of the Agreement HLO Branding Agency will send an invoice to the Client for 50% (fifty percent) of the agreed Fee as well as any other agreed costs. The Client is obliged to pay all invoices of HLO Branding Agency within 14 (fourteen) days after the date of invoice, unless otherwise agreed in writing.
- 7.3** All objections to invoiced amounts must be made in writing or by e-mail to HLO Branding Agency within 8 (eight) days of the date of the invoice in question. Such objections do not suspend the Client's payment obligation.
- 7.4** If the Client fails to make timely payment, the Client shall be in default by operation of law, without any notice of default being required. The Client shall then be liable for the commercial interest rate, which may be unilaterally increased by HLO Branding Agency to the legally-permitted maximum. The interest on the amount due and payable shall be calculated from the moment the Client is in default until the moment of payment of the full amount due.
- 7.5** If the Client is in default or breach of contract in the (timely) fulfilment of its obligations, all reasonable costs, including extrajudicial collection costs incurred in obtaining satisfaction out of court, shall be borne by the Client.
- 7.6** The extrajudicial costs owed by the Client shall be calculated on the basis of what is customary in the Dutch collection practice. However, if HLO Branding Agency has incurred higher costs for collection which were reasonably necessary, the actual costs incurred shall be eligible for compensation. Any judicial and execution costs incurred will also be recovered from the client. The client shall also be due interest on the collection costs due.
- 7.7** The monies collected by HLO Branding Agency from the Client or monies paid by the Client shall first be used to reduce the collection costs due, then to reduce the interest due and then to reduce the principal sum due.

## **ARTICLE 8: TERMINATION OF AGREEMENT**

- 8.1** The Agreement ends when the Services have been provided. Premature termination by the Client is excluded, unless the Client is a natural person who has given an assignment other than in the pursuit of a profession or business.
- 8.2** If and insofar as the Offer and/or the Agreement make no provision for the duration of use of the Content and/or Works, the Customer is entitled to disclose the relevant Content and/or Works as already shown for a period of 4 (four) weeks. However, the Client may not make the relevant statements public again or reproduce them in any other way.
- 8.3** After the Agreement has been terminated, the Client is not entitled to use the Content and/or Work, or any part thereof, unless explicitly agreed otherwise in writing by HLO Branding Agency.
- 8.4** If the Services cannot be provided on the agreed date, the Client is entitled to set a new date or dates in consultation with HLO Branding Agency.
- 8.5** HLO Branding Agency may terminate the Agreement prematurely. If the Agreement is terminated prematurely by HLO Branding Agency, HLO Branding Agency will, after payment of the amounts due to HLO Branding Agency and in consultation with the client, arrange for the transfer of the project so that the Services still to be rendered can be carried out by a third party. The Client is then obliged to reimburse any additional costs. Intellectual property rights remain the property of HLO Branding Agency at all times, despite the provision of the work.

- 8.6** HLO Branding Agency is entitled to terminate all or part of the Agreement, without notice of default and without any obligation to pay damages, if:
- a.) Client is declared bankrupt;
  - b.) Client applies for a suspension of payment;
  - c.) Client proceeds to liquidate his company;
  - d.) Client is placed under guardianship or dies; or
  - e.) Client fails to meet any legal obligation towards HLO Branding Agency, or any obligation arising from the Agreement.
- 8.7** In the cases mentioned in article 8.6, HLO Branding Agency is entitled to claim the Fee due by the Client to HLO Branding Agency immediately and in full.
- 8.8** The Client is obliged to immediately inform HLO Branding Agency if a circumstance as defined in article 8.6 occurs. If a circumstance as defined in Article 8.6 occurs, the Client is legally in default and any debt to HLO Branding Agency is immediately payable.

## **ARTICLE 9: INTELLECTUAL PROPERTY**

- 9.1** All intellectual property rights arising from the Content produced and delivered by HLO Branding Agency, with the exception of that which is provided by the Client to HLO Branding Agency, belong exclusively to HLO Branding Agency, unless otherwise stated in the HLO Branding Agency quotation.
- 9.2** After full payment of the amounts due by the Client, HLO Branding Agency grants a licence for the use of the intellectual property rights connected with the Content and/or Works in accordance with the purpose and Medium for which the Content and/or Works is intended in accordance with the Offer. Unless otherwise agreed in writing, the aforementioned licence is valid for a period of 1 (one) year within the Netherlands.
- 9.3** All documents, reports, advice, agreements, designs, concepts, software, photos, logo designs, etc. provided by HLO Branding Agency remain the property of HLO Branding Agency and may not be reproduced, made public or brought to the notice of third parties by the client without the prior consent of HLO Branding Agency.
- 9.4** With regard to Content and/or Works produced for promotional purposes, after full payment of all invoices from HLO Branding Agency, the Client shall be licensed to use the Content and/or Works, for the duration of the Client's Campaign or for the purpose of use as previously agreed with the Client, for exploitation through the agreed Medium.
- 9.5** HLO Branding Agency retains ownership, unless otherwise agreed in writing, of the Content and Works created by HLO Branding Agency in the context of the Agreement, regardless of whether these are made available to the Client or to third parties.
- 9.6** Without the prior written consent of HLO Branding Agency, the Client is not entitled to modify the Content and/or Works in any way, or to have modifications made to the Content and/or Works. If the Client wishes to change the Content and/or Works as referred to in this article, the Client shall give HLO Branding Agency the opportunity to carry out such a change (or have it carried out) under conditions to be agreed. This does not affect the necessary prior written consent of HLO Branding Agency.
- 9.7** Unless otherwise agreed in writing and/or unless the Content and/or Work is unsuitable, HLO Branding Agency is at all times entitled to mention or remove its name from the Content and/or Work in the usual way in the colophon, in a title roll or otherwise, and the Client is not permitted to publish or reproduce the Content and/or Work without prior permission without mentioning the name of HLO Branding Agency.
- 9.8** HLO Branding Agency, with due regard for the interests of the Client, is entitled to use the Content and/or the Work for its own portfolio, publicity or promotion, unless the Parties have agreed otherwise in writing. HLO Branding Agency may only require permission from the Client if the Client has not yet used the Content and/or the Work, which permission will not be refused on unreasonable grounds.

## **ARTICLE 10: SPECIAL PROVISIONS**

### **Animation**

- 10.1** In case HLO Branding Agency develops and produces any animation on behalf of the Client, and unless otherwise expressly agreed in writing, 50% (fifty percent) of the agreed Fee must be paid in full by the Client after delivery of the script by HLO Branding Agency, 30% (thirty percent) of the agreed Fee must be paid in full by the Client after delivery of the visual script by HLO Branding Agency, and the remaining 20% (twenty percent) of the Fee is due on delivery of the animation, failing which HLO Branding Agency is entitled to cancel or suspend performance of Services without notice. The payment obligation for the agreed Fee will not be affected by this.
- 10.2** Unless agreed in advance and in writing, the Client may only use the Animation in its entirety in accordance with the purpose, the Medium and the duration for which the Animation is intended, in accordance with the Offer. The Client is expressly not permitted to reproduce, make public or bring to the notice of third parties any part of the Animation, including but not limited to characters, a still or so-called frame, title and/or other elements of the Animation.

### **Photography**

- 10.3** The Client is only permitted to use the images supplied and edited by HLO Branding Agency, which images will have been selected by the Client in accordance with the purpose, medium and duration for which the images have been produced in accordance with the quotation. The other (concept) images which have not been selected by the Client remain the property of HLO Branding Agency and the Client is not permitted to duplicate, publish or disclose these other images to third parties.

### **Copyrights**

- 10.4** The Client is only permitted to use the texts, sentences, translations and slogans supplied by HLO Branding Agency in accordance with the purpose, Medium and duration for which the texts, sentences, translations and slogans have been produced, in accordance with the Quotation.

### **Product development**

- 10.5** If HLO Branding Agency develops one or more products on behalf of the Client, the Client is only permitted to have these products produced, purchased and distributed exclusively by HLO Branding Agency, unless otherwise agreed in writing.
- 10.6** If HLO Branding Agency has developed a product without the Parties having agreed on an Agreement concerning the product development as well as a Fee for this product development, the Client is not entitled to exploit in any way the products developed by HLO, or any intellectual property connected with and/or resulting from the products, without the Parties having reached agreement thereon and the fee to be determined by HLO Branding Agency having been paid in full by the Client unless otherwise agreed by both parties in writing.
- 10.7** All intellectual property rights, as well as all know-how resulting from and/or related to the products developed by HLO Branding Agency, are and remain the property of HLO Branding Agency.

## **ARTICLE 11: FORCE MAJEURE**

- 11.1** In case HLO Branding Agency is prevented by force majeure from fully or partially executing the Services agreed in an Agreement, HLO Branding Agency has the right to suspend the execution of the Services without judicial

intervention or to terminate the Agreement in whole or in part, at its discretion and without being obliged to compensate any damage suffered by the Client.

- 11.2** Force majeure is understood to be any cause or circumstance, foreseen or unforeseen, on which HLO Branding Agency has no influence, which prevents HLO Branding Agency from fulfilling its obligations and which should not reasonably be at the risk of HLO Branding Agency. These include, but are not limited to, the following circumstances: delay by or failure of suppliers, transport possibilities, business interruption, sickness, absence and strikes, natural disasters, virus outbreak, data loss due to computer failure, virus infection or computer hacking by third parties, machine failure and other calamities which prevent or limit the operations of HLO Branding Agency, as well as if the fulfilment by HLO Branding Agency is prevented by reasons of a personal nature.
- 11.3** If HLO Branding Agency has already partially fulfilled its obligations to the Client under the Agreement at the time of the onset of force majeure and has partially provided Services on behalf of the Client - and the Services already provided have independent value - HLO Branding Agency is entitled to invoice the Services in question separately. The Client is then obliged to pay the relevant invoice from HLO Branding Agency.

## **ARTICLE 12: COMPLAINTS AND REPAIRS**

- 12.1** If and to the extent that the Client is of the opinion, on objective grounds, that the Services performed have been inadequate, the Client must make this known to HLO Branding Agency in writing within 8 (eight) days of the perceived breach, failing which the Services shall be deemed to have been duly and timely provided.
- 12.2** If HLO Branding Agency feels that a complaint from the Client is justified, HLO Branding Agency will have the opportunity to once again perform the Services concerned or have them performed. If it is no longer possible to carry out the Services according to objective standards, HLO Branding Agency will only be liable within the limits of article 12.

## **ARTICLE 13: LIABILITY**

- 13.1** Mede gelet op de aard van de te leveren Diensten, zoals de subjectieve beoordelingsaspecten, welke bij de Diensten en het vervaardigen van de Content en/of Werken een rol spelen, is HLO Branding Agency niet aansprakelijk voor enige schade die de Opdrachtgever lijdt als gevolg van een gedraging van HLO Branding Agency of van enige door haar ingeschakelde derde in de nakoming van de Overeenkomst of anderszins, behoudens indien er sprake is van opzet of grove schuld.
- 13.2** Indirect or consequential damage, such as loss of turnover or profit, missed savings or damage to reputation, shall never qualify for compensation by HLO Branding Agency to the Client.
- 13.3** The Client indemnifies and holds harmless HLO Branding Agency against all claims by third parties for all damages and costs incurred by HLO Branding Agency or any third party used by HLO Branding Agency as a direct or indirect result of the production and manufacture of the Content and/or Works, if the content was created by HLO Branding Agency at the request of the Client, as well as for the use of the information, data, materials, design, house style and related items or information provided by the Client.
- 13.4** HLO Branding Agency is not liable for third parties hired by HLO Branding Agency to execute the Agreement.
- 13.5** If it is established in a court of law that HLO Branding Agency and/or any third party which it has engaged is liable for damage suffered by the Client, then HLO Branding Agency's total liability for an attributable shortcoming in the fulfilment of the Agreement or as a result of an unlawful act or otherwise shall in any case always be limited to the amount which is paid out under HLO Branding Agency's business liability insurance or, if no insurance has been taken out, to the amount of the agreed Fee.



**13.6** The exclusions and limitations of liability mentioned in this article, as well as the indemnifications, are also stipulated for and on behalf of subordinates of HLO Branding Agency and any other person whose assistance HLO Branding Agency makes use of in the execution of the Agreement.

## **ARTICLE 14: RIGHT OF SUSPENSION**

If the Client fails to meet all or part of its obligations to HLO Branding Agency, HLO Branding Agency is entitled, without notice of default, to suspend execution of the Agreement until the Client has met all its obligations. This also applies if HLO Branding Agency has good reason to fear that the Client will not fulfil its obligations and if the Client has provided no or insufficient security to allay this fear.

## **ARTICLE 15: CONFIDENTIALITY**

The Parties shall treat all information received in the context of these General Terms and Conditions and the Agreement concluded between the Parties (including the content of the Offer, the content of the Agreement and all information concerning the Fee) as confidential, and shall not disclose it to any third party unless such disclosure is necessary for the performance of an Agreement or by order of a court of law.

## **ARTICLE 16: TRANSFER OF THIRD PARTIES**

The Client is not entitled to transfer all or part of the rights and obligations arising from the Contract concluded under these general terms and conditions to third parties without the prior written consent of HLO Branding Agency.

## **ARTICLE 17: FINAL PROVISIONS**

- 17.1** These General Terms and Conditions are effective commencing 23rd of July 2021.
- 17.2** If any provision(s) in these general terms and conditions should be invalid or be nullified, this shall not affect the validity of the remaining provisions. HLO Branding Agency and the Client shall then consult to agree on new provisions to replace the void or voided provisions, taking into account the purpose and intent of the original provision(s) as much as possible.
- 17.3** HLO Branding Agency reserves the right to modify or supplement these General Terms and Conditions from time to time.
- 17.4** These general terms and conditions, as well as any Agreements resulting therefrom, entered into by or with HLO Branding Agency, are governed by Dutch law.
- 17.5** All disputes between a Client and HLO Branding Agency arising from or in connection with these General Terms and Conditions and/or any Agreements shall be settled by the competent court in The Hague to the exclusion of any other.