



Terms & Conditions

1 Agreement, offer and confirmation

1.1 These General Terms and Conditions (“General Terms and Conditions”) govern all offers and the preparation, content and performance of all agreements concluded between the Client and Alissa+Nienke VOF. By placing an order the Client approves these General Terms and Conditions. Deviations from these General Terms and Conditions may be agreed on between the Client and Alissa+Nienke VOF only in writing.

1.2 All offers are without commitment and are valid for one month. Prices and delivery times quoted may be subject to change due to unforeseen changes in the work. Prices are exclusive of VAT. The rates and offers quoted do not automatically apply to future commissions. The Client warrants that the information provided to Alissa+Nienke VOF by it or on its behalf and on which Alissa+Nienke VOF bases the offer is correct and complete.

1.3 Commissions are confirmed in writing by the Client. If the Client fails to do so but consents to Alissa+Nienke VOF commencing the work commissioned, the terms of the offer are deemed to have been agreed on and these General Terms and Conditions apply. Any subsequent oral agreements and stipulations are not binding on Alissa+Nienke VOF until he has confirmed them in writing.

2 Performance of the agreement

2.1 Alissa+Nienke VOF must make every effort to perform the work commissioned carefully and independently, to promote the Client's interests to the best of his or her ability and to aim to achieve a result that is useful to the Client, as can and may be expected of a reasonably and professionally acting designer.

2.2 The Client must do any and all things that are reasonably necessary or required to enable Alissa+Nienke VOF to deliver punctually and properly, such as supplying (or causing the supply of) complete, sound and clear data or materials in a timely manner of which Alissa+Nienke VOF states or of which the Client understands or should reasonably understand that they are necessary for the performance of the agreement.

2.3 Terms stated by Alissa+Nienke VOF for the performance of the work commissioned are approximations only, unless otherwise agreed in writing.

2.4 Unless otherwise agreed, the following do not form part of the work commissioned to Alissa+Nienke VOF:

- a. performing tests, applying for permits and assessing whether the Client's instructions comply with statutory or quality standards;
- b. investigating any existing rights, including patents, trademarks, drawing or design rights or portrait rights of third parties; and
- c. investigating the possibility of the forms of protection referred to in (b) for the Client.

2.5 All efforts will be made to accurately represent the finishes and colours of products. Slight variances can sometimes occur between the photographed and printed material representation and the actual product.

2.6 Differences between the (final) result and the agreements made cannot serve as grounds for rejection, discount, damages or dissolution of the agreement if those differences are reasonably of minor importance, taking all the circumstances into account.

2.7 Any complaints must be filed with Alissa+Nienke VOF in writing at the earliest possible time but no later than ten (10) business days after completion of the work commissioned, failing which the Client is deemed to have accepted the result of the work commissioned in its entirety.

3 Engagement of third parties

3.1 Alissa+Nienke VOF shall have the right to engage third parties for the implementation of the contract or parts thereof.

3.2 The Client may not engage any third parties without consultation with Alissa+Nienke VOF if that may influence the performance of the work commissioned as agreed on with Alissa+Nienke VOF. The Parties will consult, if necessary, as to which other contractors will be engaged and which work will be

assigned to them.

3.3 Alissa+Nienke VOF is not liable for any errors or defects of products or services of third parties engaged by or on behalf of the Client, irrespective of whether they have been introduced by Alissa+Nienke VOF. The Client itself must hold those parties accountable. Alissa+Nienke VOF may assist in that regard if necessary.

4 Intellectual and other property rights

4.1 All intellectual property rights arising from the work commissioned – including patents, trademarks, drawing or design rights and copyrights – in respect of the results of the work commissioned are vested in Alissa+Nienke VOF. Insofar as any of such rights can be acquired only by means of an application or registration, Alissa+Nienke VOF will have the sole and exclusive power to effect that application or registration, unless otherwise agreed.

4.2 The parties may agree that the rights referred to in paragraph 1 are transferred in whole or in part to the Client. Such transfer and the conditions, if any, on which the transfer takes place must always be recorded in writing. Until the moment of transfer, a right of use is granted as regulated in Article 5 of these General Terms and Conditions.

4.3 Without Alissa+Nienke VOF's prior consent the Client may not publish or reproduce the result without identifying Alissa+Nienke VOF by name, unless otherwise agreed.

4.4 Unless otherwise agreed, all works designed and created by Alissa+Nienke VOF as part of the work commissioned remain Alissa+Nienke VOF's property, irrespective of whether they have been made available to the Client or to third parties.

5 Use of the result

5.1 Once the Client has fulfilled all his obligations under the agreement with Alissa+Nienke VOF, he acquires the right to use the result of the work commissioned in accordance with the agreed purpose. If no such specific purpose has been agreed on, the right of use is limited to that use of the design for which the commission was (manifestly) given. The right of use is exclusive, unless otherwise apparent from the nature of the agreement or otherwise agreed.

5.2 Without Alissa+Nienke VOF's prior written consent, the Client is not entitled to change the result of the work commissioned, or to use or reuse it in a broader or different manner than agreed, or to allow third parties to do so. Alissa+Nienke VOF may make that consent subject to conditions, including payment of a reasonable fee.

5.3 The Client is not (or no longer) permitted to use the results made available, and any right of use granted to the Client in the context of the work commissioned will lapse, unless the consequences conflict with the rules of reasonableness and fairness:

- a. the moment that the Client fails to perform or to fully perform his payment or other obligations under the agreement, or is otherwise in default;
- b. if the work commissioned is terminated prematurely for the reasons referred to in Article 8.1 of these General Terms and Conditions; or
- c. if the Client is declared bankrupt.

5.4 With due observance of the Client's interests, Alissa+Nienke VOF may use the results at his discretion for his own publicity, to secure commissions, for promotional purposes, including competitions and exhibitions, etc., and to obtain them on loan, if physical results are involved.

6 Fees and additional costs

6.1 Alissa+Nienke VOF is entitled to a fee for the performance of the work commissioned. That fee may consist of an hourly rate, a consultancy fee, a fixed amount, whether or not related to the project sum, or any other fee agreed on between the parties.

6.2 In addition to payment of the agreed fee, Alissa+Nienke VOF is entitled to reimbursement of any costs incurred by him in the performance of the work commissioned, such as administrative overheads,

travel and accommodation expenses, costs of prints, copies, (galley) proofs and prototypes, and costs of third parties related to advice, production, supervision, etc. Those costs must be itemised beforehand to the extent possible, unless a mark-up percentage is agreed on.

6.3 Prices offered are exclusive of value added tax (VAT), exclusive of shipment costs and increased liability costs, exclusive of import and export duties, excise duties, or other taxes or levies imposed or charged in relation to the products and their transportation.

6.4 Alissa+Nienke VOF reserves the right to adjust prices in case of changes in production costs not attributable to Alissa+Nienke VOF, such as major changes in prices of raw materials or in exchange rates and the like.

6.5 If Alissa+Nienke VOF is required to perform more or other work due to late delivery or non-delivery of complete, sound and clear information and/or materials, any change or error in instructions or briefings, or any external circumstances, such additional work is charged separately on the basis of Alissa+Nienke VOF's usual fees. Alissa+Nienke VOF will then inform the Client accordingly beforehand, unless that is impossible due to circumstances or the nature of the work does not allow any delay.

6.6 If the performance of the work commissioned is delayed or interrupted due to circumstances beyond Alissa+Nienke VOF's control, the costs involved, if any, are payable by the Client. Alissa+Nienke VOF must attempt to limit those costs to the extent possible.

7 Payment and suspension

7.1 All payments must be made without any deduction, set-off or suspension within 14 days of the invoice date, unless otherwise agreed in writing or stated in the invoice.

7.2 All goods delivered to the Client remain Alissa+Nienke VOF's property until all the amounts that the Client owes Alissa+Nienke VOF under the agreement concluded between the parties have been paid to Alissa+Nienke VOF.

7.3 If the Client fails to pay all or part of the amounts due, it owes statutory interest and out-of-court costs of collection, amounting to at least 10% of the invoice amount, subject to a minimum of € 150, excluding VAT.

7.4 Alissa+Nienke VOF must arrange for timely invoicing. Alissa+Nienke VOF shall have the right, at its sole discretion, to demand a prepayment as a precondition of a delivery or continuation of an ongoing delivery.

7.5 Alissa+Nienke VOF may suspend the performance of the work commissioned after the term for payment has expired and the Client, after a written demand to make payment within 14 days, fails to make that payment, or if Alissa+Nienke VOF is forced to conclude on the grounds of a statement or act on the part of the Client that payment will not be made.

8 Notice of termination and dissolution of the agreement

8.1 If the Client gives notice of termination of the agreement, without any breach on the part of Alissa+Nienke VOF, or if Alissa+Nienke VOF dissolves the agreement on the grounds of breach by the Client in the performance of the agreement, the Client is liable for damages in addition to Alissa+Nienke VOF's fee and the costs incurred in connection with the work performed until that time. In this context any conduct by the Client on the grounds of which Alissa+Nienke VOF cannot reasonably be required to complete the work commissioned is also regarded as breach.

8.2 Both Alissa+Nienke VOF and the Client have the right to terminate the agreement in whole or in part with immediate effect, and all amounts due are payable immediately, if a petition in bankruptcy or a petition for a suspension or provisional suspension of payment or for application of the debt rescheduling arrangement is filed in respect of the other party.

9 Warranties and indemnities

9.1 Alissa+Nienke VOF warrants that the result has been designed by him or her or on his or her behalf and, if the result is copyright-protected, that Alissa+Nienke VOF is the author within the meaning of the Auteurswet (Dutch Copyright Act) and as the copyright owner has power of disposition of the work. Alissa+Nienke VOF warrants that, as far as he/she knows or reasonably ought to know, the result of the work commissioned does not infringe any third-party rights and is not otherwise unlawful.

9.2 If the Client uses the results of the work commissioned, it indemnifies Alissa+Nienke VOF or persons engaged by Alissa+Nienke VOF in the performance of the work commissioned against any third-party claims arising from the application or use of the result of the work commissioned. This is without prejudice to Alissa+Nienke VOF's liability towards the Client for failure to comply with the warranties referred to in the preceding paragraph and any other liability as referred to in Article 10 of these General Terms and Conditions.

9.3 The Client indemnifies Alissa+Nienke VOF against any claim or action relating to intellectual property rights in materials or information supplied by the Client and used in the performance of the work commissioned.

9.4 Products have a 1- year warranty on manufacturers defects under normal use and service, whether it be wholesale to dealer or direct sales from Alissa+Nienke VOF to customer. In order to keep this limited warranty in effect, the product must have been correctly used and installed in conditions the product is intended for.

9.5 Alissa+Nienke VOF reserves the right, before having any obligation under this limited warranty, to inspect the damaged product, and all costs of shipping for inspection shall be borne solely by the Client. In order to recover under this limited warranty, the Client must make claim to Alissa+Nienke VOF within eight (8) days of occurrence. Should the returned products be found to be faulty, Alissa+Nienke VOF shall replace the product in question, arrange for repairs, or refund the invoice price plus any shipping costs paid.

9.6 In the event of use outside the Netherlands, the Client itself must verify whether the products are suitable for use there and whether they meet the conditions and the applicable statutory and other requirements.

9.7 Alissa+Nienke VOF shall not be held responsible for damages caused by faulty installation or faulty maintenance performed by the Client without the prior written consent of Alissa+Nienke VOF.

9.8 Alissa+Nienke VOF shall not be held responsible for any faulty repairs made by the Client or damages due to use in inappropriate conditions or damages resulting from normal wear and tear.

9.9 Alissa+Nienke VOF shall not be held responsible for any damages or defects caused by shipment.

10 Liability

10.1 In the event of breach, Alissa+Nienke VOF must first be given written notice of default, setting a reasonable term in which to perform his/her obligations, to correct any errors or to limit or reverse the loss.

10.2 Alissa+Nienke VOF is liable towards the Client only for direct damage attributable to Alissa+Nienke VOF. Alissa+Nienke VOF's liability for indirect damage, such as but not limited to consequential damage, loss of profits, loss savings, mutilated or lost data or materials, or damage due to business interruption is excluded.

10.3 Except in the event of intent or wilful recklessness on the part of Alissa+Nienke VOF, Alissa+Nienke VOF's liability is limited to the fee that he or she charged for the work commissioned, or in any event the part of the work commissioned to which the liability relates. That amount may not exceed EUR 45,000 and may in no event be higher than the benefit paid to Alissa+Nienke VOF by the insurance company in the case in question. The amount for which Alissa+Nienke VOF is liable in the case in question is reduced by any sums insured by the Client.

10.4 Any and all liability expires one year from the date on which the work commissioned has ended on the grounds of completion, termination or dissolution.

11 Change in circumstances and force majeure

11.1 If the prices of raw materials or wages, import duties, taxes or other external costs increase after the conclusion of the agreement (whether or not due to currency fluctuations), Alissa+Nienke VOF will have the right to adjust the purchase price to that increase.

11.2 Alissa+Nienke VOF must inform the Client of such a circumstance as soon as possible, after which the Client will have the right to dissolve the agreement within a period of eight (8) days, unless the increase is due to a statutory price increase.

11.3 If Alissa+Nienke VOF is unable to perform the agreement due to an event of force majeure, Alissa+Nienke VOF will have the right to dissolve all or part of the agreement or to suspend its obligations until the force majeure situation has ended. The Client is then obligated to pay for any products already delivered.

12 Other provisions

12.1 If the Client wishes to commission the work at the same time to parties other than Alissa+Nienke VOF, or has previously already commissioned the work to another party, it must inform Alissa+Nienke VOF accordingly, stating the names of those third parties.

12.2 The Client is not permitted to transfer or assign to third parties any of the rights under an agreement concluded with Alissa+Nienke VOF, except in the event of transfer of the Client's entire business or with Alissa+Nienke VOF's written consent.

12.3 Both parties must keep confidential any and all confidential information, facts and circumstances that come to their knowledge in the context of the work commissioned, from each other or from any other source, of which they can reasonably understand that their publication or disclosure to third parties might damage Alissa+Nienke VOF or the Client. 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.

12.4 If any provision of these General Terms and Conditions is void or voided, the other provisions of these General Terms of Conditions continue to apply in full. In that case the parties will consult in order to agree on new provisions to replace the void or voided provisions that are as closely as possible in keeping with the purpose and scope of the void or voided provisions.

12.5 The headings of these General Terms and Conditions have been included for easy reference only and do not form part of these General Terms and Conditions.

12.6 All agreements between Alissa+Nienke VOF and the Client are governed by Dutch law. Any dispute shall be finally settled by arbitrations in the courts of the city of Eindhoven, The Netherlands. The parties will first attempt to settle any dispute that arises in consultation, unless otherwise agreed in writing by both parties.

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