

# GENERAL TERMS AND CONDITIONS OF REVITALIZE BV 2024

## Article 1. Definitions

In these General Terms and Conditions, the following definitions are used:

Applicable Terms and Conditions: the general terms and conditions of Revitalize BV as filed with the Kamer van Koophandel (Chamber of Commerce) in Amsterdam.

Revitalize BV: the contractor who accepted the assignment for the work.

Client: the party who has awarded the assignment for the work.

Assignment: the client's request to Revitalize BV to perform work for payment.

Work: all that which Revitalize BV creates and/or undertakes, or has created and/or undertaken, for the benefit of the client, within the framework of the assignments issued by the latter for the purpose of its communication interests.

Quotation: the work specified to a greater or lesser extent and the budget of the costs associated with that work.

## Article 2. Applicability

2.1 These general terms and conditions, as filed with the Kamer van Koophandel in Amsterdam under number 71067159, apply exclusively to all quotations and agreements with Revitalize BV. A copy of the general terms and conditions will be provided to the client free of charge in advance or will be sent on request.

2.2 Deviations from and additions to these general terms and conditions or to the agreement are only valid if and insofar as these have been expressly confirmed by Revitalize BV in writing. Any purchase conditions or other conditions of the client are not accepted by Revitalize BV and are not taken into account.

## Article 3. Offer and acceptance

3.1 Offers, brochures, quotations etc. from Revitalize BV are without obligation and do not bind Revitalize BV. A written quotation is valid for the period specified therein and, in the absence thereof, for a period of fourteen days.

3.2 Upon request, Revitalize BV will submit a quotation before the start of the work to the client for approval. Insofar as inevitable deviations from a quotation occur in the execution of the assignment, Revitalize BV will inform the client thereof at the earliest possible stage.

3.3 Exceeding quotations by up to 10% is accepted as a budgetary risk by the client and therefore does not need to be reported as such.

3.4 The agreement is concluded at the moment that Revitalize BV has either confirmed the assignment to the client expressly in writing or Revitalize BV begins the performance of the work.

3.5 The client is bound by agreements concluded by persons authorized to do so and by persons whom Revitalize BV may assume were authorized to do so.

3.6 Without prejudice to the provisions of the first paragraph, Revitalize BV is entitled, if the client has accepted a quotation from Revitalize BV, to revoke its offer no later than two working days after the time of acceptance.

3.7 Revitalize BV confirms the content of all contacts with the client regarding the completion of the assignments in writing within three business days in meeting summaries. The client will provide all meeting summaries as soon as possible. Meeting summaries shall be deemed to be approved by the client, if the client does not respond in writing within three working days after receipt of the meeting summary.

3.8 Changes to the assignment, after it has been granted, must be communicated by Revitalize BV to the client in writing in a timely manner. If the changes are reported orally, the risk is borne by the client.

3.9 Changes to the assignment are effective by and from their acceptance by Revitalize BV.

3.10 Any additional or reduced costs resulting from changes to the assignment are in principle borne by or are for the benefit of the client.

3.11 Changes to the assignment may result in the agreed delivery time being exceeded by Revitalize BV beyond its responsibility.

#### **Article 4. Pricing, invoicing and payment**

4.1 All prices exclude VAT and any shipping, transport and postage costs, unless explicitly stated otherwise. Invoicing takes place at the prices that apply on the day the agreement is concluded. Payment may also be required for partial deliveries.

4.2 Revitalize BV is entitled, for price changes that occurred after the quotation was issued, to settle such changes with the client.

4.3 Payment must be made within 14 days from the date of invoice, without prejudice to Revitalize BV's right to demand a down payment when concluding the agreement. Payment must be made without set-off or suspension for any reason. The obligation of the client to pay remains in effect at all times, even if the client has made arrangements with third parties with regard to payments or engages third parties for payments.

4.4 All payments must be made to the business account of Revitalize BV at ING Netherlands: NL59INGB0008 365790.

4.5 For project amounts above €8,000 and/or for an expected project duration longer than 2 months, Revitalize BV will send a 50% pre-payment invoice.

4.6 Revitalize BV reserves the right to demand advance payment or further security for first or later deliveries in case of doubt about the creditworthiness of the client on the basis of other business considerations. If this request is not met to the satisfaction of Revitalize BV, Revitalize BV is entitled to suspend or refuse the fulfilment of all agreements with the client without itself being obliged to pay any compensation and without itself waiving its other rights under this agreement or the law.

4.6.1 If the client has not paid the amounts due in full within the agreed term, the client will receive a payment reminder. After the expiry of a reminder period of 10 working days, the client is in default without any notice of default being required. In that case, from the day on which the due and payable amount became due and payable until the time of payment of the outstanding amount, the client owes interest at the statutory commercial interest rate, all without prejudice to the other rights of Revitalize BV.

4.6.2 If the client has not paid the amounts due within the agreed period, Revitalize BV is further entitled to collect the account in court, in which case all related judicial and extrajudicial costs, including lawyer costs and/or expert costs, are borne by the client.

#### **Article 5. Suspension and dissolution**

5.1 In the event the performance of the work is hindered due to force majeure, Revitalize BV is entitled to either suspend the execution of the agreement for a maximum of six months or to dissolve the agreement in whole or in part, without being obliged to pay any damage compensation.

5.2 If the client does not, does not properly or does not in a timely manner fulfil any obligation arising from the agreement concluded with Revitalize BV or from a related agreement, or if there is good reason to fear that the client is or will not be able to fulfil its contractual obligations towards Revitalize BV, as well as in the event of bankruptcy, debt restructuring, suspension of payment, shutdown or liquidation of the client's company, Revitalize BV is entitled to either suspend the execution of each of the agreements for a maximum of six months or to dissolve them in whole or in part, without being obliged to pay any damage compensation and without prejudice to the further rights accruing to it.

5.3 In the event of suspension pursuant to the preceding paragraph, the agreed price shall be immediately due and payable, less the instalments already paid. In the event of dissolution pursuant to the preceding paragraph, the agreed price – if no prior suspension has taken place – is immediately due and payable, with deduction of the instalments that have already been paid, and the client is obliged to pay the amount described above.

#### **Article 6. Delivery**

6.1 The stated delivery times are considered an approximation. If a delivery period is exceeded, Revitalize BV has the right to deliver the work no later than 30 days after the end of the delivery period without being obliged to pay any damage compensation. If Revitalize BV has not delivered the work

after the expiry of this additional (subsequent) delivery period, the client is entitled to dissolve the agreement. Dissolution of the agreement can only take place in writing.

## **Article 7. Duty of care**

7.1 Revitalize BV will take the utmost care regarding the interests of the client when performing the work for the client.

7.2 In particular, Revitalize BV assumes that, with respect to the intended use, clear agreements are made to ensure the correct audio and/or visual design of the communications and other materials and their compliance with the applicable legal regulations, codes of conduct, normative values and guidelines, insofar as these can or should reasonably be known to it.

7.3 Revitalize BV also ensures the confidentiality of all data and information made available to Revitalize BV by the client in the context of the assignment.

## **Article 8. Claims, complaints and evidence**

8.1 With regard to visible defects, the client must - immediately after Revitalize BV has delivered or submitted the work it has performed to the client, or within 8 days after the appearance of the (advertising) medium - submit any claim in writing.

8.2 With regard to invisible defects, claims must be submitted in writing to Revitalize BV after the time at which the client could reasonably have ascertained these defects, but in any case not later than one month after receipt. If no claims are made within these periods, the work will be deemed to have been approved and accepted.

8.3 Claims concerning invoices must be submitted in writing to Revitalize BV within 10 business days after the day the invoices are sent. The payment period is not suspended as a result of such claims.

8.4 After expiry of the aforementioned periods, complaints will no longer be handled, and the client has waived its rights in this respect, unless the period requires a reasonable extension in a particular case.

8.5 Claims granted to the client, not being a private individual, are not a right to suspend the payment obligation(s).

8.6 If an objection concerning the delivered goods and/or services is found to be justified and the liability of Revitalize BV is established in this respect, Revitalize BV will pay, at its option, either reimbursement not to exceed the invoice value of the delivered goods or free replacement of the delivered goods, after the originally delivered goods have been received back by Revitalize BV. Revitalize BV is not obliged to further compensate for damage or to compensate for indirect damage.

## **Article 9. Engagement of third parties**

9.1 If, in Revitalize BV's opinion, this is reasonably necessary for the proper fulfilment of an assignment, or derives from the nature of an assignment, Revitalize BV is entitled to assign third parties to supply or otherwise to make goods and/or services available on behalf of and at the expense of the client.

9.2 If Revitalize BV, for the implementation of the agreement with the client, contract with a third party and, in derogation of Articles 2.2 and 16.1, the general terms and conditions of this third party apply to the agreement with Revitalize BV, then the general terms and conditions of this third party, insofar as they deviate from the general terms and conditions of Revitalize BV, are part of the agreement with the client, and the client is bound by these terms and conditions.

## **Article 10. Liability and indemnification of third parties**

10.1 The liability for work for the benefit of the client that Revitalize BV has assigned to a third party is limited to the extent that the third party effectively indemnifies Revitalize BV. Revitalize BV will do all it can or lend all the cooperation to the client that may be expected of it, as applicable, to obtain the highest possible compensation from the third party concerned.

10.2 The client indemnifies Revitalize BV against all third-party claims for damages relating to the accuracy and factual content of communications and other materials produced at the instruction of the client that have been submitted to the client. All this of course does not affect Revitalize BV's duty of care under Article 7 of these terms and conditions.

## **Article 11. Force majeure**

11.1 If Revitalize BV is prevented by force majeure from performing the agreed work in whole or in part, it has the right without judicial intervention to suspend the execution of the agreement or to regard the agreement as dissolved in whole or in part, at its discretion, without being held to pay any damage compensation or to any warranty.

11.2 Force majeure is understood to mean any circumstance beyond the direct control of Revitalize BV or any circumstance that is not reasonably foreseeable to Revitalize BV and that temporarily or permanently prevents Revitalize BV from fulfilling its obligations under an agreement. Such circumstances include: restrictive government measures, mobilization, war, danger of war, revolution, strike, seizure, interruption of production, natural disasters, ice drift, unusual weather conditions, refusal or lack of an import licence or other necessary government consent, lack of means of transport, total or partial default of third parties from whom goods or services are received or lack of raw materials, semi-finished products, auxiliary materials and/or energy.

## **Article 12. Intellectual property**

12.1 By issuing an assignment for the publication or reproduction of objects protected by the Copyright Act or any other legal regulation in the area of intellectual property that have been made available by or on behalf of the client, the client declares that no infringement of legal regulations or of protected rights of third parties is made and indemnifies the contractor against the claims in respect of third parties or for the direct and indirect consequences, both financial and other, arising from the publication or reproduction.

12.2 The rights of intellectual property for the (re-)design of a visual brand identity, which Revitalize BV develops for its client, lie with Revitalize BV, unless otherwise agreed by means of a written licence agreement or other written form of transfer of rights or agreement on the right of use.

12.3 If the client requests – whether or not at the end of the collaboration – the transfer of all intellectual property rights to which Revitalize BV is entitled, or for an extension of the right of use, or for permission for uses other than those described in the assignment, Revitalize BV will only cooperate in this after agreement has been reached between the parties on a reasonable one-off remuneration.

12.4 The intellectual property rights to the work, insofar as they accrue to engaged third parties due to their contribution to the work, lie with them. Revitalize BV ensures that the agreements it makes with these third parties include the use of the work in the Netherlands, for the duration and in the media stated in the assignment.

12.5 If the client makes a request to Revitalize BV for permission for a different use of the work of third parties than described in the assignment, Revitalize BV will inform the client about the possibilities and financial and other consequences of the desired different use. If all parties involved, including Revitalize BV, agree to the intended other use, Revitalize BV will conclude further agreements with all third parties involved for the benefit of the client. The client is only entitled to the other use if agreement has been reached with all parties involved on a reasonable remuneration.

12.6 Revitalize BV will, unless there is an assignment as referred to in the first paragraph and otherwise in

accordance with the exoneration provisions of Article 8 of these terms and conditions, indemnify the client against claims from third parties if and insofar as the client would infringe any right of industrial or intellectual property by using the delivered goods. In the event of a claim by a third party, the client is obliged to inform Revitalize BV about this in writing within 48 hours and, upon request, to provide all information and cooperation necessary for the conduct of defence and/or settlement negotiations.

12.7 During the duration of the relationship, the client is not entitled to modify or change that which has been commissioned without the express written consent of Revitalize BV.

12.8 Revitalize BV is entitled to sign that which has been commissioned.

12.9 Revitalize BV is entitled to publish the commissioned work as case material on [revitalize.nl](http://revitalize.nl) and in social channels such as LinkedIn, Facebook, YouTube, Vimeo and Instagram.

## **Article 13. Nature and duration of the agreement**

13.1 Revitalize BV represents the communications interests of the client within the limits of the assignment issued. The client is not entitled to have the agreed work done by a third party without consultation with or permission from Revitalize BV. Nor is Revitalize BV entitled to provide

corresponding services to other clients without consultation with or permission from the client, insofar as these clients compete with the core activities of the client.

13.2 Unless expressly agreed otherwise in writing, or if this derives from the nature of the assignment, the assignment of the client to Revitalize BV applies for an indefinite period, on the understanding that once the relationship has lasted for 6 months, both parties may cancel by registered letter with due observance of a period of 6 months. The remuneration of Revitalize BV's during the notice period is at least equal to 6/12 part of the income that Revitalize BV received from the client during the previous calendar year, or in the event that the agreement has lasted for a shorter period, is equal to the average monthly income over the duration of the agreement until the date of termination multiplied by a factor of 6. During the notice period, the current obligations of the client and Revitalize BV remain in force.

#### **Article 14. End of relationship**

14.1 All designs, reproduction materials, texts, descriptions, artistic performances, films and other publicity materials that are in the possession of Revitalize BV at the end of the relationship as a result of the relationship will be transferred free of charge on first request after the client has paid everything it owes to Revitalize BV, for whatever reason.

14.2 In all cases in which the relationship between the client and Revitalize BV ends, pursuant to any provision of these terms and conditions or through the intervention of the court, these terms and conditions continue to control the legal relationship between the parties, insofar as this is necessary for the ending of the relationship.

#### **Article 15. Effort obligation**

15.1 Revitalize BV shall carry out the services it provides to the best of its understanding and capacity. This, however, is an effort obligation; that is, Revitalize BV does not guarantee the success of that service nor the extent to which this service may contribute to the goal set by the Client.

#### **Article 16. Transfer and obligations**

16.1 Neither party is entitled to transfer the rights and obligations deriving from agreements concluded under these terms and conditions in whole or in part to third parties, except with the prior written permission of the other party.

#### **Article 17. General purchasing conditions**

17.1 With the exception of the following paragraphs, these general terms and conditions also apply to and form part of all agreements, acceptance of work, provision of some services or otherwise whereby Revitalize BV procures goods and/or services from a third party.

#### **Article 18. Nullity and voidability**

18.1 The nullity, voidability or unreasonable encumbrance of one or more of the provisions of the agreement(s) between Revitalize BV and the client or of these terms and conditions does not lead to the nullity, voidability or unreasonable encumbrance of the agreement(s) between Revitalize BV and the client or these terms and conditions in their entirety.

#### **Article 19. Disputes and applicable law**

19.1 The agreements between the client and Revitalize BV are governed by Dutch law.

19.2 All disputes relating to these terms and conditions, an agreement or the execution of an agreement between the client and Revitalize BV that cannot be resolved by mutual consultation between the parties will be submitted exclusively to the competent court in the jurisdiction in which Revitalize BV is established.