

GENERAL TERMS AND CONDITIONS PAUL HOUX CREATIVE CODING

Drafted on 30 September 2019

General Terms and Conditions of Paul Houx Creative Coding, established at Achter de Hoven 14, 6067AH, in Linne, the Netherlands, registered with the Chamber of Commerce under number 7578479.

Hereinafter: 'the Contractor':

1. DEFINITIONS

In these General Terms and Conditions, the following terms are used as defined below, unless explicitly stated otherwise.

General Terms and Conditions: The General Terms and Conditions as stated below.

The Contractor: Paul Houx Creative Coding, registered with the Chamber of Commerce under number 7578479.

Service: All work, of whatever form, that The Contractor has carried out for, or for the benefit of, the Client.

Honorarium: The financial reimbursement that is agreed with the Client for the performance of the assignment.

Assignment: The contract of instruction to provide services.

Client: The one who has accepted the validity of these General Terms and Conditions and given instructions for the provision of the Service.

Contract: Any contract entered into between The Contractor and the Client.

2. SCOPE

2.1 These General Terms and Conditions apply to every Quotation and Contract entered into between The Contractor and the Client, unless the parties are departed from the General Terms and Conditions explicitly and in writing.

2.2 These General Terms and Conditions are also applicable to contracts with The Contractor for the implementation of which third parties must be involved.

2.3 The applicability of any of the Client's purchasing conditions or other general terms and conditions is expressly excluded.

2.4 If one or more provisions of these General Terms and Conditions are void or voidable, the other provisions of these General Terms and Conditions remain in effect. In this event, The Contractor and the Client will consult with each other to agree new provisions to replace the void or voided ones.

2.5 Departures from the Contract and the General Terms and Conditions are only valid if they are explicitly agreed with The Contractor in writing.

2.6 If The Contractor not always requires the strict compliance of these General terms and Conditions, this will not mean that the provisions of the General terms and Conditions will not apply, or that The

Contractor to any degree would lose the right in other cases to demand the strict compliance of these General terms and Conditions.

3. QUOTATIONS

- 3.1 Quotations should preferably be made in writing and/or electronic form, unless pressing circumstances make this impossible.
- 3.2 Quotations are valid for the period set in the Quotation. Quotations lapse after this period has expired.
- 3.3 The Contractor cannot be held to its quotations if the Client, in accordance with the requirements of reasonableness and fairness and generally accepted standards, should have understood that the quotation or an element thereof contains a manifest fault or clerical error.
- 3.4 If the acceptance departs from the offer included in the quotation, whether or not on points of minor importance, then The Contractor is not bound by this acceptance. The Contract then does not come into being in accordance with this differing acceptance, unless The Contractor indicates otherwise.
- 3.5 A composite quotation does not oblige The Contractor to perform an element of the Assignment for a corresponding part of the stated price.
- 3.6 Quotations do not automatically apply to future orders or reorders.

4. FORMATION OF THE CONTRACT

The Contract comes into being with the timely acceptance by the Client of The Contractor's quotation.

5. DURATION OF THE CONTRACT

- 5.1 The Client and The Contractor will enter into a Contract for a limited period. The Client and The Contractor will agree the period in mutual consultation.
- 5.2 The duration of a Contract will not last for more than one year.

6. ENDING OF THE CONTRACT

Both the Client and The Contractor are entitled to terminate the Contract at any time, by mutual agreement, with the observance of a period of notice of one month.

7. AMENDMENTS TO THE CONTRACT

- 7.1 If, during the implementation of the Contract, it becomes apparent that it is necessary to amend or supplement the Contract to ensure its proper implementation, then The Contractor will inform the Client of this as soon as possible. The parties will then amend the Contract in a timely manner and in mutual consultation.
- 7.2 If the parties agree that the Contract will be amended or supplemented, this can influence the time of the completion of the implementation. The Contractor will inform the Client of this as soon as possible.
- 7.3 If the amendment or supplementation of the Contract will have financial, quantitative and/or qualitative consequences, then The Contractor will inform the Client of this in advance.

- 7.4 If a fixed Honorarium and/or fee is agreed, then The Contractor will indicate the extent to which the amendment or supplementation of the Contract will influence the price. In this event The Contractor will attempt, as far as possible, to issue a quotation in advance.
- 7.5 The Contractor may not make any additional charges if the amendment or supplementation is a consequence of circumstances that can be attributed to The Contractor.
- 7.6 Amendments to the Contract originally entered into between the Client and The Contractor are only valid from the time at which these amendments are accepted in writing by both parties by means of a supplementary or amended Contract.

8. IMPLEMENTATION OF THE CONTRACT

- 8.1 The Contractor will implement the Contract to the best of its knowledge and ability, and in accordance with the requirements of good workmanship.
- 8.2 The Contractor is entitled to arrange for certain work to be carried out by third parties. The applicability of articles 7:404, 7:407, paragraph 2 and article 7:409 of the Dutch Civil Code is explicitly excluded.
- 8.3 The Contractor is entitled to implement the Contract in phases.
- 8.4 If the Contract is implemented in phases, The Contractor is entitled to invoice and require payment for each implemented element separately. If and for as long as this invoice is not paid by the Client, The Contractor is not obliged to implement the following phase and is entitled to suspend the contract.
- 8.5 If the Contract is implemented in phases, The Contractor is entitled to suspend the implementation of those elements that belong to the following phase or phases until the Client has approved in writing the results of the preceding phase.
- 8.6 The Client will issue all information or instructions that are necessary for the implementation of the Contract, or which the Client can be reasonably expected to understand are necessary for implementation of the Contract, to The Contractor in a timely manner.
- 8.7 If the above-mentioned information and instructions are not issued, or not issued in a timely manner, then The Contractor is entitled to suspend the implementation of the Contract. The additional expenses that are incurred through the delay will be borne by the Client.

9. HONORARIUM

- 9.1 The Honorarium and/or the fees are expressed in euros, exclusive of VAT and other government levies, unless indicated otherwise.
- 9.2 The Honorarium and/or the fees are expressed in euros, exclusive of travel, accommodation, packaging, delivery, transportation costs and administration costs, unless indicated otherwise.
- 9.3 In the case that the Contract will be implemented (partly) abroad, travel and accommodation costs will be charged to the Client.
- 9.4 If there isn't a Honorarium and/or fee expressly agreed, the Honorarium and/or fee will be determined by the actual number of hours and the usual hourly fee of The Contractor.
- 9.5 The Contractor will provide a statement of all associated costs or provide information on the basis of which these costs can be calculated by the Client, in a timely manner before the Contract is entered into.

10. AMENDMENT OF HONORARIUM

- 10.1 If The Contractor agrees a fixed Honorarium and/or fee when the Contract is entered into, then The Contractor is entitled to increase this Honorarium or fee, also when the Honorarium or fee is not originally specified provisionally.
- 10.2 If The Contractor has the intention of amending the Honorarium and/or fee, it will inform the Client of this as soon as possible.
- 10.3 If the increase of the Honorarium or fee takes place within three months of the Contract being entered into, the Client can terminate the Contract by means of a written statement, unless:
 - a. the increase arises from a right of The Contractor or an obligation resting upon The Contractor in accordance with the law;
 - b. the increase is due to a rise in the price of raw materials, wages etc. or on other grounds that could not reasonably have been foreseen when the Contract was entered into;
 - c. The Contractor is still prepared to implement the Contract on the basis of that which was originally agreed;
 - d. it is stipulated that the implementation will be carried out more than three months after the Contract was entered into.
- 10.4 The Client is entitled to terminate the Contract if the Honorarium or the fee are increased more than three months after the Contract was entered into, unless it is stipulated in the Contract that the implementation will be carried out more than three months after the Contract was entered into.
- 10.5 The Contractor will inform the Client in the event of the intention to increase the Honorarium or the fee, stating the extent of the increase and the date upon which it will take effect.

11. IMPLEMENTATION PERIODS

- 11.1 The work will be carried out within a period stated by The Contractor.
- 11.2 If a period is agreed or stated for the performance of particular work, then this period is only indicative and is not to be regarded as a strict deadline.
- 11.3 If The Contractor needs information or instructions from the Client that are necessary for the implementation of the Contract, then the implementation period will commence after the Client has provided these to The Contractor.
- 11.4 If an implementation period is exceeded, the Client must issue The Contractor with a written notice of default, whereby The Contractor will be offered a reasonable period to nonetheless implement the Contract.
- 11.5 A notice of default is not necessary if the implementation has become permanently impossible, or it otherwise becomes apparent that The Contractor will not meet its obligations arising from the Contract. If The Contractor does not commence implementation within this period, then the Client is entitled to terminate the Contract without judicial intervention and/or seeking compensation.

12. PAYMENT

- 12.1 Payment will take place by means of transfer to a bank account specified by The Contractor, unless agreed otherwise. Transfer will take place by means of an invoice.
- 12.2 Payment will be made afterwards.

- 12.3 Payment afterwards must be made within 30 days of the invoice date, in a manner to be specified by The Contractor and in the currency in which the invoice is issued, unless agreed otherwise.
- 12.4 The Client is not authorised to deduct any amount from the payable amount by reason of a counterclaim made by the Client.
- 12.5 The Contractor is entitled to invoice the Client for work carried out in the period in question. Invoicing will take place monthly.
- 12.6 The Contractor and the Client may agree that payment be made in instalments in proportion with the progress of the work. If payment in instalments is agreed, the Client must make payment in accordance with the periods and percentages as established in the Contract.
- 12.7 Objections to the level of the invoice do not have the effect of suspending the payment obligations.
- 12.8 After the expiry of a period of 30 days after the invoice date, the Client will be, without a notice of default, by operation of law in default. The Client has to bear from the moment of default on the immediately claimable amount an interest at the rate of 2% per month, unless the statutory interest rate is higher.
- 12.9 In the event of bankruptcy, suspension of payment or placement under conservatorship, the amounts owed to The Contractor and the obligations of the Client towards The Contractor are immediately claimable.

13. COLLECTION COSTS

- 13.1 If the Client is in default or in breach of the Contract in fulfilling its obligations (in a timely manner) then all reasonable costs incurred to obtain an out-of-court settlement are payable by the Client. The Client is in any event liable to pay the collection costs.
- 13.2 With regard to the extrajudicial (collection) charges, The Contractor is entitled – in departure from article 6:96 paragraph 5 of the Dutch Civil Code and the Payment of Extrajudicial Collection Charges Decree – to a payment of 15% of the total outstanding principal sum, with a minimum of € 90,- for every invoice that is wholly or partly unpaid.
- 13.3 Any reasonable legal costs and execution costs incurred are also payable by the Client.

14. SUSPENSION

- 14.1 If the Client does not fulfil an obligation arising from the Contract or does not meet it fully or in a timely manner, then The Contractor is entitled to suspend the corresponding obligation. In the event of partial or inadequate fulfilment, suspension is only permitted in so far as this is justified by the shortcoming.
- 14.2 Moreover, the Contractor is entitled to suspend the fulfilment of the obligations if:
 - a. after the Contract is entered into, The Contractor becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
 - b. the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
 - c. circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of The Contractor.
- 14.3 The Contractor reserves the right to claim compensation.

15. TERMINATION

- 15.1 If the Client does not fulfil an obligation arising from the Contract, or does not meet it fully, in a timely manner or properly, then The Contractor is entitled to terminate the Contract with immediate effect, unless the shortcoming, in view of its limited significance, does not justify the termination.
- 15.2 Moreover, The Contractor is entitled to terminate the Contract with immediate effect if:
- a. after the Contract is entered into, The Contractor becomes aware of circumstances that give good grounds to fear that the Client will not fulfil its obligations;
 - b. the Client is requested, on entering into the Contract, to provide security for the fulfilment of its obligations arising from the Contract, and this security is not provided or is insufficient;
 - c. due to a delay on the part of the Client, The Contractor can no longer be required to fulfil the Contract under the originally agreed conditions;
 - d. circumstances arise of such a nature that fulfilment of the Contract is impossible, or that the unamended maintenance of the Contract cannot be reasonably required of The Contractor;
 - e. the Client is declared bankrupt, submits an application for a suspension of payment, requests the application of debt rescheduling for natural persons or is served with a writ of sequestration on all or part of its property;
 - f. the Client is placed under conservatorship;
 - g. the Client deceases.
- 15.3 Termination will take place by means of a written declaration, without judicial intervention.
- 15.4 If the Contract is terminated, the Client's debts to The Contractor become immediately due and payable.
- 15.5 If The Contractor terminates the Contract on the above-mentioned grounds, The Contractor is not liable for any costs or compensation.
- 15.6 If the termination is attributable to the Client, the Client is liable for the damage suffered by The Contractor.

FORCE MAJEURE

- 16.1 Breaches may not be attributed to The Contractor or the Client if they are not their fault, or if they are not accountable by law, juristic act, or according to the generally accepted standards. In this case the parties are also not bound to fulfil the obligations arising from the Contract.
- 16.2 In these General Terms and Conditions, the term "force majeure" is defined as – in addition to what is understood in law and jurisprudence in this regard – all external causes, foreseen or unforeseen, upon which The Contractor can exercise no influence and through which The Contractor is not able to fulfil its obligations.
- 16.3 Circumstances regarded as resulting in force majeure include lockouts, fire, water damage, natural disasters or other external contingencies, mobilisation, war, traffic congestion, blockades, import or export restrictions or other government measures, stagnation or delay in the supply of raw materials and machinery components as well as any circumstances through which normal business operations are impeded, as a result of which the fulfilment of the Contract by The Contractor cannot be reasonably sought by the Client.
- 16.4 The Contractor is also entitled to invoke force majeure if the circumstance that hinders (further) fulfilment of the Contract occurs after The Contractor should have fulfilled its obligations.

- 16.5 In case of force majeure the parties are not obliged to proceed with the Contract and are not bound to pay any compensation.
- 16.6 During the period that the force majeure continues, both The Contractor and the Client can fully or partly suspend the obligations arising from the Contract. If this period lasts for longer than 2 months, both parties are entitled to terminate the Contract with immediate effect, by means of a written notification, without judicial intervention and without the parties being able to claim any damages.
- 16.7 If the situation of force majeure is of a temporary nature, The Contractor reserves the right to suspend the agreed service for the duration of the situation of force majeure. In the event of permanent force majeure both parties are entitled to terminate the Contract without judicial intervention.
- 16.8 If at the time of the occurrence of force majeure The Contractor has already partly fulfilled, or will fulfil, its obligations arising from the Contract, and independent value accrues to the part fulfilled or to be fulfilled, then The Contractor is entitled to separately invoice the part already fulfilled or to be fulfilled. The Client is bound to pay this invoice as if there were a separate Contract.

17. GUARANTEE

- 17.1 The Contractor accordingly guarantees that the work carried out by it will conform with the Contract and will be properly carried out with good workmanship and using proper materials.
- 17.2 The guarantee stated in these General Terms and Conditions applies to usage within and outside Europe.
- 17.3 If the Service provided does not conform with the Contract, The Contractor will, after notification of this, provide a replacement or carry out a repair at no charge.
- 17.4 When the guarantee period has expired, all costs of repair or replacement, including administrative, shipping and call-out charges, will be borne by the Client.
- 17.5 No form of guarantee covers damage caused by incompetent use or lack of care, or as a result of alterations made by the Client or by third parties, nor does The Contractor provide any guarantee for damage arising as a result of these defects.
- 17.6 The guarantee also becomes inoperative if the defect has arisen through or is a result of circumstances beyond the control of The Contractor. These circumstances include weather conditions.

18. EXAMINATION AND CLAIMS

- 18.1 The Client is obliged to examine the Service at the moment of performance, but in any case, within 10 days after the performance of the Service. The Client must examine whether the quality and quantity of the Service comply with what the parties agreed, at least meet the requirements that are common in trade.
- 18.2 Visible defects and shortcomings have to be reported within 10 working days after the performance of the Service in writing to The Contractor.
- 18.3 Non-visible defects and shortcomings have to be reported within 1 working day after its discovery to The Contractor.

- 18.4 The right to (partial) restitution of the price, repair or replacement or compensation lapses, if the defects will not be reported within the prescribed period, unless the nature of the Service states otherwise or from circumstances of the case a broader period arises.
- 18.5 The payment obligation will not be suspended if the Client reports the defect to The Contractor within the prescribed period.

19. LIABILITY

- 19.1 The implementation of the Contract is entirely at the risk and responsibility of the Client. The Contractor is only liable for direct damage that has arisen through wilful recklessness or an intentional act or omission of The Contractor.
- 19.2 The liability of The Contractor is excluded for indirect damage, including in any event consequential damage, loss of profit, lost savings and loss due to business interruption, or immaterial damage to the Client.
- 19.3 The Contractor is not liable for damage, of whatever nature, resulting from The Contractor basing its actions upon inaccurate and/or incomplete information provided by the Client, unless this inaccuracy or incompleteness ought to have been known to The Contractor.
- 19.4 The limitations of liability included in this article do not apply if the damage is due to intent or wilful negligence on the part of de Contractor or his managerial subordinates.
- 19.5 The Contractor is not liable for mutilation, destruction, theft of the loss of data and documents.
- 19.6 If The Contractor is liable for any damage, then the liability of The Contractor is limited to an amount equal to the amount stated in the invoice, or to the amount to which the insurance taken out by The Contractor gives entitlement, with the deduction of the policy excess borne by The Contractor under the terms of the insurance.
- 19.7 The Client must report the damage for which The Contractor can be held liable to The Contractor as soon as possible, but in any event within 10 days of the damage having arisen, on penalty of the forfeiture of any right to compensation for this damage.
- 19.8 Any liability claims against The Contractor lapses within one year of the Client having become aware, or possibly reasonably having become aware, of the harmful event.

20. INDEMNITY

- 20.1 The Client indemnifies The Contractor against any claims by third parties who suffer damage in connection with the implementation of the Contract which is attributable to the Client.
- 20.2 If The Contractor may be sued for this reason, then the Client is bound to provide The Contractor with both judicial and extrajudicial support. Furthermore, all costs and damage on the part of The Contractor and third parties will be at the expense and risk of the Client.

21. LIMITATION PERIOD

In departure from the legal limitation period, a limitation period of one year applies to all claims against The Contractor and any third parties brought in by The Contractor.

22. INTELLECTUAL PROPERTY

- 22.1 The Contractor reserves the rights and powers accruing to it under the provisions of the Copyright Act and other intellectual property legislation and regulations.

- 22.2 Insofar the Contractor himself contributes tools for the implementation of the agreement, he will ensure that he has the correct license rights for those tools. Insofar as the Client is responsible for making the tools for the implementation of the agreement available, the Client is responsible for the correct license rights for the Contractor for the implementation of the agreement
- 22.3 The Contractor reserves the right to utilise the knowledge acquired for the performance of the work and general information for other purposes and other work, in so far as no confidential information is hereby communicated to third parties.

23. AMENDMENT OF THE GENERAL TERMS AND CONDITIONS

- 23.1 The Contractor is entitled to amend the general terms and conditions unilaterally.
- 23.2 Amendments will also apply to Contract that are already concluded.
- 23.3 The Contractor will inform the Client by e-mail about the amendments.
- 23.4 The amendments to the general terms and conditions will be in force thirty days after the Client is informed of the amendments.
- 23.5 If the Client does not agree with the announced amendments, the Client is entitled to terminate the Contract.

24. INTERPRETATION, TRANSLATION

The Dutch version of the General Terms and Conditions of The Contractor is the authentic version. This version of the General Terms and Conditions will take precedence in the event of the explanation or interpretation of the General Terms and Conditions. In the event of a difference in meaning or interpretation between the two versions, then the Dutch version of the General Terms and Conditions will prevail.

25. APPLICABLE LAW, DISPUTES

- 25.1 Dutch law is exclusively applicable to all legal relationships to which The Contractor is a party. This also applies if an obligation is wholly or partly fulfilled outside of the Netherlands or if the Client has its place of business outside of the Netherlands.
- 25.2 Disputes between The Contractor and the Client will only be submitted to the competent court in the Midden-Nederland district, unless the law mandatorily prescribes otherwise.

26. LOCATION

These General Terms and Conditions are filed at the Chamber of Commerce under number 7578479.