

General terms and conditions of Imagebuilders B.V., established and with offices in (7333 PA) Apeldoorn, at Paramariboweg 17

Version November 2023

I. Applicability of the conditions

- 1.1 These general terms and conditions apply to every offer and agreement between Imagebuilders B.V. (hereinafter referred to as: "Imagebuilders") and its contracting party (hereinafter referred to as: "the other party"). Imagebuilders is engaged in interior construction in a broad sense and for various sectors, as stated on its website (hereinafter referred to as: "the work"). In the context of these activities, Imagebuilders generally also supplies products to the other party.
- 1.2 In these general terms and conditions, "the other party" means: the (legal) person or business form that enters into or has concluded or wishes to conclude an agreement with Imagebuilders with reference to these general terms and conditions.
- 1.3 If the other party has previously done business with Imagebuilders and the general terms and conditions of Imagebuilders applied to that agreement, the other party is deemed to be familiar with the contents of these general terms and conditions in subsequent agreements.
- 1.4 General terms and conditions used by the other party do not apply unless the other party expressly rejects Imagebuilders' terms and conditions by stating that it will substitute its own terms and conditions and Imagebuilders has expressly agreed to this.
- 1.5 In the event of any conflict between the text of Imagebuilders' quotations and/or agreement(s) and its general terms and conditions, the text of its quotations and/or agreement(s) shall prevail.
- 1.6 Deviations from these general terms and conditions or part thereof are only valid if they are recorded in writing, signed by both parties.
- 1.7 If the court has determined that one or more provisions of these conditions are unreasonably onerous, the relevant provision must be interpreted in the light of the other provisions of this agreement in such a way that the provision can be reasonably interpreted by Imagebuilders towards the other party can be invoked. The fact that the court has determined that one or more provisions of this agreement are unreasonably onerous does not affect the operation of the other provisions.
- 1.8 The general terms and conditions can be adjusted by Imagebuilders at any time. The most recent (amended) general terms and conditions apply between Imagebuilders and the other party. These general terms and conditions are available upon request and will be sent to you at that time. They are also available on our website <https://www.imagebuilders.nl/wp-content/uploads/2023/11/Imagebuilders-terms-and-conditions-november-2023.pdf>

II. Offers, quotations and conclusion of agreements

- 2.1 The offers and quotations issued by Imagebuilders are without obligation, unless stated otherwise in writing. An offer from Imagebuilders is valid for 14 days after the date and Imagebuilders has the right to revoke, withdraw or change its offer within these 14 days, unless otherwise stated.

2.2 If Imagebuilders has made an offer to the other party, an agreement between it and the other party will only be concluded by unconditional acceptance by the other party of Imagebuilders' offer or by execution of the work by Imagebuilders. Only Imagebuilders' offer or its invoice for the performance of the work is deemed to correctly reflect the content of the agreement.

2.3 If Imagebuilders has not made an offer, an agreement will only be concluded by written acceptance or performance of the work by Imagebuilders. Only the written acceptance of the work by Imagebuilders, or its invoice for the performance of the work, is deemed to correctly reflect the content of the agreement.

2.4 An order confirmation sent by Imagebuilders to the other party is deemed to correctly and completely reflect the content of the concluded agreement. The other party is deemed to agree with the contents of the order confirmation, unless it informs Imagebuilders in writing within four days of the date of the order confirmation that it does not agree with the contents.

2.5 The information that Imagebuilders provides in its prospectuses, on websites and other printed matter, such as images, dimensions and weights, are only indicative and do not give the other party any rights. Omissions in the offer and information that is not specifically addressed to the other party, such as general information, do not bind Imagebuilders.

III. Execution of the agreement

3.1 Imagebuilders will execute the agreement to the best of its ability. It ensures that its services comply with what has been agreed between the parties, with the required standards and qualifications that may be imposed on them for normal use (in society).

3.2 Nevertheless, the other party must be aware - it states and declares that it is aware of this - that Imagebuilders uses products in the context of the work to be carried out by it, which may differ slightly in terms of color, flames in the wood (nervation) finish, irregularities (specific to the natural product), size (lining), finish, etc. of samples (previously) received by the other party on the basis of which the other party entered into the agreement with Imagebuilders. The other party accepts these possible minor differences and does not have the right to cancel and/or (in whole or in part) dissolve and/or cancel and/or otherwise terminate the agreement with Imagebuilders for that reason.

3.3 If and insofar as proper execution of the agreement requires this according to Imagebuilders, Imagebuilders has the right to have certain work carried out by persons designated by it, including third parties. The applicability of Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code is excluded.

3.4 Imagebuilders reserves the right to make changes to the work, insofar as this does not significantly change the work.

3.5 The other party:

- ensures that all information that Imagebuilders indicates is necessary or of which the other party should reasonably understand that it is necessary for the performance of the work, is provided to Imagebuilders in a timely, correct and complete manner; If changes are made to the original order by the other party, the delivery date can no longer be achieved. Consultation must then take place again;

- must allow Imagebuilders unhindered access to the place where the work is being carried out, delivery or assembly, which place must be able to be completely closed off, be completely dry, be flat and level and be broom clean, must have electricity, light, water and, if necessary, heating and (nearby) sanitary facilities as well as the correct relative humidity and temperature.

If these conditions are not met, Imagebuilders has the right to suspend the execution of the work and/or to charge the costs resulting from the delay according to the prices agreed with the other party, or, failing that, according to the usual prices, to the other party.

3.6 If it has been agreed that the agreement will be executed in phases, Imagebuilders may suspend the execution of those parts that belong to a subsequent phase until the other party has approved the results of the preceding phase in writing.

3.7 The products required for the performance of the work are carefully and properly packaged by Imagebuilders or by a third party engaged by it and sent to the other party. If a product must be returned to the supplier, the other party will ensure that the products are again carefully and properly packaged, as far as possible in the same packaging material.

IV. Delivery (term)

4.1 Unless otherwise agreed in writing and without prejudice to the provisions elsewhere in these conditions, the products will be delivered from the Imagebuilders warehouse in Apeldoorn.

The products to be delivered by Imagebuilders are at the risk of the other party with effect from the failure of the other party to purchase the products (at the agreed time).

4.2 The delivery period only commences after Imagebuilders has received all information necessary for delivery from the other party.

4.3 A delivery period specified by Imagebuilders for the execution of the work is always approximate and is not a strict deadline, unless expressly agreed otherwise. Exceeding this period does not give the other party the right to terminate the agreement, unless the exceeding of the delivery time is such that, according to requirements of reasonableness and fairness, the other party can no longer be required to maintain the agreement. If the other party terminates the agreement, Imagebuilders will not be obliged to compensate any damage suffered by the other party in this regard, neither direct nor indirect damage.

4.4 A document provided upon delivery is deemed to correctly reflect the quantity and quality of the goods, unless the other party immediately informs Imagebuilders of any objections in writing. The other party is obliged to check the goods for quantity and quality upon receipt. In the event of late delivery, Imagebuilders must be given notice of default in writing by the other party and be given a period of at least 21 days to comply, unless reasonableness and fairness justify a longer period under the given circumstances.

4.5 Each partial delivery is considered a separate delivery and treated accordingly with all associated legal consequences.

4.6 If the other party does not purchase the products at the agreed time, Imagebuilders will store these products at the expense and risk of the other party. All associated costs, such as storage costs and internal transport costs, will be borne by the other party.

V. Prices

5.1 All prices quoted by Imagebuilders are exclusive of VAT, unless expressly agreed otherwise in writing.

5.2 The prices stated by Imagebuilders are (partly) based on the cost factors applicable at the time the agreement was concluded.

5.3 a) Imagebuilders reserves the right to change prices in view of the global shortage, unless otherwise agreed in writing. If indexation has been agreed, prices quoted by Imagebuilders will be adjusted based on and in accordance with the change in the price index of family consumption, published by Statistics Netherlands.

b) If one or more of the cost factors change after the conclusion of the Agreement but before delivery, Imagebuilders is entitled to adjust the agreed price accordingly. Imagebuilders is entitled to charge additional costs if there are cost-increasing circumstances that Imagebuilders could not reasonably have taken into account, which cannot be attributed to Imagebuilders or which are significant in relation to the price of the delivery.

c) Furthermore, the other party will be charged in full (as cost-increasing circumstances), insofar as these changes take place after the date of the quotation. These are circumstances:

- taxes, import duties, levies, wages, employment conditions, social insurance or other charges imposed or amended by the Dutch government (including the European government) and/or trade unions;
- changes are made by the government and/or trade unions to wages, employment conditions, collective labor agreements, VAT or social insurance, etc. or if changes are made to the prices of suppliers;
- which are of such a nature that the chance that they might occur does not need to be taken into account when concluding the agreement;
- which cannot be attributed to Imagebuilders and
- which increase the cost of the work.

5.4 Unless otherwise agreed in writing, the price of quotations/agreements does not include:

- excavation, piling, cutting, demolition, foundation, masonry, carpentry, plastering, painting, wallpapering, repair or other construction work of any kind, nor the costs of sewer connections, gas,

water or the electricity grid, the leveling and cleaning of floors, walls, ceilings or the cleaning of items other than those to be supplied;

- the assistance for moving those parts that cannot be handled by Imagebuilders themselves, as well as the hoisting or lifting equipment and tackles to be used for this purpose.

5.5 If a price increase is the result of a legal or other government measure, Imagebuilders has the right to pass this on to the other party, even if it has been agreed that the price is fixed, without this leading to a right of termination on the part of the other party.

5.6 In the event of changes or additions to the assignment, settlement will take place: Imagebuilders will charge or deduct any additional or reduced work. If a balance of reduced work must be deducted, Imagebuilders is entitled to charge the client 10% of the price to be deducted, being compensation for the costs incurred and the lost profit.

VI. Payment

6.1 Payment of Imagebuilders' invoices by the other party must be made within 14 days of receipt, unless expressly agreed otherwise in writing.

6.2 If Imagebuilders has received approval for credit insurance for the other party, deliveries will be made on account, up to a maximum of the amount specified as a limit by the credit insurer. Payment is based on invoicing in installments. If nothing else has been agreed, invoicing will take place as follows:

- 50% upon conclusion of the agreement;
- 40% before start of delivery;
- 10% after delivery;

If this term is exceeded, without full (partial) payment having been made, the other party is legally in default and default interest is due equal to the statutory interest applicable in the mutual relationship between the parties, plus 1% per month or part thereof. .

6.3 In the event of payment to Imagebuilders' bank account, the day of crediting is considered the day of payment.

6.4 Payment must be made without discount or settlement. As long as the other party has not fully fulfilled its payment obligation, Imagebuilders is not obliged to make further deliveries and to suspend its performance(s), which also applies to any reduced creditworthiness of the other party in its opinion. Imagebuilders has the right at all times to demand security for the payment of deliveries, while in the absence of a required security it is entitled to suspend the fulfillment of the agreement, insofar as it has not yet been executed, without any obligation to pay damages, one and other without prejudice to the right to compensation for damage, lost profit, interest and costs incurred.

6.5 If the parties have agreed that an hourly rate will be used, the hours worked must be sufficiently specified in the invoice.

6.6 If the parties have agreed that the assignment will be carried out at a unit price, the invoice must specify how many units of work will be charged.

6.7 If the parties have agreed on a contract price, it is not necessary to specify hours or units, unless Imagebuilders exceeds the amount or number of hours stated in the quotation.

6.8 If Imagebuilders takes collection measures against the other party that is in default, the costs related to that collection, with a minimum of 15% of the outstanding amount, will be borne by the other party, without a maximum and with a minimum of € 350. 00. The mere fact that Imagebuilders secures the assistance of a third party to achieve collection shows the amount and obligation of the other party to pay the extrajudicial collection costs. Extrajudicial collection costs are due even if only a single reminder has been sent. These extrajudicial costs amount to 15% of the invoice amount.

6.9 All legal costs incurred by Imagebuilders, which Imagebuilders must incur to enforce its rights with regard to the agreement concluded between Imagebuilders and the other party, will be borne by the other party, unless they are unreasonably high.

6.10 Payments made by the other party will first serve to settle all interest and costs owed and subsequently to settle any due and payable invoices that have been outstanding the longest, even if the other party states that the payment relates to an invoice specified by it.

VII. Cancellation, modification and termination of the agreement

7.1 If the other party cancels a placed order in whole or in part, the goods ordered or prepared for this purpose, plus any supply, removal and delivery costs thereof and the working time reserved for the execution of the agreement, will be charged in full to the other party. Cancellation is only possible after conclusion of the agreement, until Imagebuilders has not yet carried out any work and/or purchased goods. In the event of cancellation in that case, in addition to what is stated in the first sentence of this provision, the other party is also liable to pay an idle fee of 15% of the value of the order.

7.2 If the other party does not fulfill one of its obligations under an agreement concluded with Imagebuilders or does not do so in a timely manner, Imagebuilders has the right to terminate the agreement in question, or all agreements concluded with the other party, by a single written notice and without notice of default. , without prejudice to the rights of Imagebuilders, in particular the right to full compensation, including the costs incurred in and out of court.

7.3 Imagebuilders has the right to dissolve the entire agreement or a part to be determined by it, after which Imagebuilders' claims on the other party become immediately due and payable, 1) if, after concluding the agreement, Imagebuilders becomes aware of circumstances that give Imagebuilders

good reason to fear that the other party will not fulfill its obligations towards Imagebuilders, 2) in the event of bankruptcy, liquidation or suspension of payments, request for WSNP or WHOA and death of the other party and 3) the other party is in default and has not meets its obligations under the agreement.

7.4 If Imagebuilders learns from information obtained or otherwise that the other party is not (or no longer) creditworthy for the amount of the current transaction, Imagebuilders has the choice to deliver the products exclusively against cash payment, or to require payment in advance or to terminate the agreement. to dissolve.

7.5 If during the execution of the work it appears that for proper execution it is necessary to change or supplement the work to be carried out (additional/less work, costs as a result of cost-increasing circumstances that are reasonably charged after notification), parties will adjust the agreement accordingly in a timely manner and in mutual consultation.

7.6 If the parties agree that the agreement will be amended or supplemented (more/less work), the time of completion of the execution of the work may be affected. Imagebuilders will inform the other party as soon as possible if there is a change in the time of completion.

7.7 If the change or addition (more/less work) to the agreement has financial and/or qualitative consequences, Imagebuilders will inform the other party of this in advance. If a fixed fee has been agreed, Imagebuilders will indicate to what extent the change or addition to the agreement will result in this fee being exceeded.

7.8 The agreement is completed if:

- Imagebuilders has notified the other party orally or in writing that the agreement has been completed and the other party has not disputed this in writing within eight days of the aforementioned notification;
- when the other party puts into use the work carried out/products manufactured by Imagebuilders, on the understanding that when part of the work/a product/work is put into use, that part is considered to have been delivered.

VIII. Retention of title

8.1 Products delivered to the other party in the context of the work remain the property of Imagebuilders until the amounts owed by the other party have been paid in full, including in any case the claims referred to in Article 3:92 paragraph 2 of the Dutch Civil Code. This also applies when some or all claims against the other party are withdrawn via current account and the balance has been drawn up and acknowledged.

8.2 Products delivered by Imagebuilders to the other party, which fall under the retention of title pursuant to the previous paragraph, may only be resold by the other party in the context of normal business operations. However, in the event of bankruptcy or suspension of payment or request for WHOA from the other party, reselling these products in the context of normal business operations is

not permitted. The other party is not authorized to pledge or encumber in any other way the items falling under the retention of title. The other party supports Imagebuilders in all measures necessary to protect Imagebuilders' property. The other party will immediately inform Imagebuilders if there is a danger to Imagebuilders' property. This applies in particular to third-party dispositions or official measures (garnishee, seizure, etc.). The other party will, at its own expense, take out insurance against theft, fire and water damage and other risks for the delivered goods until full payment of the purchase price.

8.3. If the other party does not fulfill its obligations or if Imagebuilders has well-founded fear that it will not do so, Imagebuilders is entitled to remove the delivered products, on which the retention of title referred to in the previous paragraph rests, from the other party or third parties who hold the product for the other party. (do) get. The other party is obliged to provide full cooperation to this end, subject to a fine of 15% of the amount owed to Imagebuilders in connection with the work, without prejudice to the right of Imagebuilders to claim full damages from the other party.

8.4 The other party must mark the products delivered under retention of title as the property of Imagebuilders and store them correctly and carefully and clearly separated from other items. If third parties seize the goods delivered under retention of title, or wish to establish or enforce rights thereon, the other party is obliged to immediately inform Imagebuilders of this.

8.5. The other party hereby grants Imagebuilders the irrevocable and unconditional right, where appropriate, to enter all places where Imagebuilders' property is located and to take back those products if the other party remains in default.

8.6 If Imagebuilders claims ownership of the products subject to retention of title and retrieves these products for this purpose or delivers them to a third party *longa manu*, Imagebuilders' claim against the other party in respect of these products will amount to the total amount paid by the other party to Imagebuilders. is due will be reduced by the market value of the products thus taken back at the time of taking back. The market value is in any case equal to the purchase price realized through the private or public sale of the retrieved products to third parties, all at the discretion of Imagebuilders.

An extended retention of title applies, which means that ownership of goods delivered under these general terms and conditions will only pass to the other party after it has fully met its payment obligations. This retention of title remains valid until all outstanding claims, including interest and costs, have been paid in full. If the other party processes the delivered goods or combines them with other goods, Imagebuilders will have a co-ownership right to the new item in proportion to the value of the delivered goods. This co-ownership right remains in force until all outstanding claims have been paid in full.

8.7 Imagebuilders is entitled to retrieve as many products from the other party until the entire claim of Imagebuilders, including costs, interest and any damages, has been paid from the intended private or public sale of retrieved products.

8.8 The goods delivered by Imagebuilders are subject to a lien in favor of Imagebuilders. The other party accepts this right of pledge as a pledgor with regard to the goods delivered by Imagebuilders. The other party is obliged to cooperate on first request in establishing a right of pledge if Imagebuilders so requests. If the other party refuses this, it hereby issues a power of attorney in advance to Imagebuilders, which makes the establishment of the right of pledge possible.

IX. Guarantee

9.1 Unless otherwise agreed in writing, Imagebuilders is responsible for the proper execution of the agreement for a period of two years. With the exception of lighting and electrical equipment with a warranty period of 1 year.

9.2 In the event of partial delivery of the work, the warranty period with regard to the partial delivery starts from the moment that partial delivery has been completed.

9.3 The other party is obliged in all cases to offer Imagebuilders the opportunity to repair any defects relating to the work or to carry out the repair again.

9.4 The other party has no guarantee with regard to glass, discoloration of wood and for minor color deviations of wood and other materials.

9.5 The other party can only invoke the warranty after it has fulfilled all its obligations towards Imagebuilders.

9.6 The warranty is not given for defects resulting from normal wear and tear, improper use, installation, assembly, modification or repair by the other party or by third parties. In addition, no warranty is given for delivered products that were not new at the time of delivery or for products prescribed by the other party or supplied by or on behalf of the other party.

X. Complaints

10.1 The other party must inspect the work, including the products delivered in that context, upon completion/delivery or as soon as possible thereafter, but no later than within 48 hours, to check whether the correct work has been carried out, including the correct products have been delivered.

10.2 Complaints must in any case be made known to Imagebuilders in writing by the other party within three days of receipt of the products, under penalty of forfeiture of any claim.

10.3 Visible shortcomings and/or defects and/or damage that are discovered upon completion of the work must be stated by the other party on the delivery document. If no comment has been made on the delivery document regarding any incorrect work and/or damaged goods and/or packaging, this will serve as full proof, unless evidence to the contrary, that the other party has in any case viewed the work and the delivered products at the latest upon completion/delivery received in good and undamaged condition.

10.4 The mere fact that Imagebuilders investigates a complaint does not mean that it acknowledges any liability at that stage. In the event of unfounded complaints, Imagebuilders is entitled to charge the other party for the costs it has incurred. If, after timely complaint, Imagebuilders rejects the complaint and the other party maintains its claim, Imagebuilders is entitled to have an impartial expert draw up a report that is binding on both parties at the expense of the wrong party.

10.5 The work to which the complaints relate must remain available for inspection by Imagebuilders in the condition in which it was found by the other party at the time the defects were discovered.

10.6 If Imagebuilders has assessed the complaint correctly, it will be corrected free of charge. Consequential damage will not be reimbursed by Imagebuilders.

10.7 Any claim by the other party to free replacement of a product lapses as soon as it, without notifying Imagebuilders, has edited or processed the purchased item, has it put into use, has had it processed, or has delivered it to third parties, unless the other party demonstrates in writing that it was not reasonably able to make the complaint known to Imagebuilders at an earlier stage.

10.8 The complaint period on invoices sent by Imagebuilders is 8 days. If no protest has been made against the invoice within that period, it will be deemed to have correctly reflected the mutual transaction with Imagebuilders.

10.9 Differences in the flames in wood and other natural products (nervation), (other) irregularities inherent to natural products, or minor deviations in the design, colors or sizes, do not give the other party the right to complain. Returns that cannot be traced back to those defects and are taken back by Imagebuilders - without Imagebuilders being legally obliged to do so - will be credited for 75 percent (75%) of the invoice amount. If the improved or re-performed work/items again show defects and these are not repaired within a period of at least four months to be determined in writing, the other party may cancel the agreement. The written determination of the aforementioned period must state that the other party will cancel the agreement if the defects have not been repaired after the expiry of this period. For the rest, the legal provisions apply.

10.10 Complaints about a delivery do not automatically suspend the payment obligation. Only if and insofar as the complaint is found to be well-founded, will this suspend the payment obligation of the other party, exclusively with regard to the relevant (partial) performance, until the moment at which the complaint has been settled.

XI. Liability

11.1 Imagebuilders' liability is always limited to the amount to which Imagebuilders' liability insurance provides entitlement in the relevant case, plus the amount of the deductible according to the relevant policy. If and insofar as, for whatever reason, no payment is made under the insurance in question, or if it does not provide coverage, any liability of Imagebuilders is limited to the amount of the invoice value of the assignment.

11.2 Imagebuilders is not liable for consequential damage, such as damage in the form of loss of profit and other indirect damage. Direct damage exclusively means the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these general terms and conditions, any reasonable costs incurred to remedy the poor performance of Imagebuilders. agreement, insofar as these can be attributed to Imagebuilders and reasonable costs incurred to prevent or limit damage, insofar as the other party demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions.

11.3 A liability of Imagebuilders can only arise after the other party has given Imagebuilders proper and written notice of default immediately after carrying out the work or immediately upon discovering the shortcoming and has given Imagebuilders a reasonable period to remedy the shortcoming.

11.4 Any right of action of the other party against Imagebuilders expires one year after the work assignment has been completed by Imagebuilders in accordance with the agreement. For partial assignments, this period is deemed to apply after the completion of each partial assignment.

11.5 The other party indemnifies Imagebuilders against claims from third parties in connection with the performance of the work by Imagebuilders insofar as this damage is not at the expense and risk of Imagebuilders under the agreement and these general terms and conditions. Imagebuilders is never liable for consequential damage. Nor is Imagebuilders liable for costs, damage and interest resulting from acts, omissions or advice of persons employed by Imagebuilders and/or persons engaged by Imagebuilders in the execution of the agreement.

The other party is only obliged to provide this indemnity to the extent that Imagebuilders can also rely on exclusion or reduction of liability towards the other party.

11.6 When Imagebuilders engages third parties, it will always exercise due care. However, Imagebuilders is not liable for any shortcomings of these third parties.

11.7 Imagebuilders is not liable for damage of any nature whatsoever caused by Imagebuilders relying on incorrect and/or incomplete information provided by the other party.

11.8 Imagebuilders is never liable for damage to the other party as a result of a delay in the production of the products associated with the work.

11.9 The limitations of liability included in these general terms and conditions do not apply if the damage is due to intent or deliberate recklessness on the part of Imagebuilders.

XII. Force majeure

12.1 If, as a result of force majeure, Imagebuilders is temporarily unable to carry out the work as agreed with the other party, it is entitled to suspend the execution of the work in whole or in part as long as the force majeure continues. If Imagebuilders is permanently unable to carry out the work due to force majeure, it has the right to terminate and/or dissolve the agreement with the other party in

whole or in part with immediate effect. In the event of force majeure, Imagebuilders is not obliged to continue the agreement, nor liable for any compensation.

12.2 Force majeure includes, among other things, a shortcoming of suppliers of Imagebuilders and/or companies to whom Imagebuilders has outsourced work and/or other auxiliary persons, stagnation in delivery by suppliers and/or companies, traffic disruptions (such as road blocks), shortage of raw materials, production disruptions, delays in shipments and transports, work stoppages and/or strikes, excessive absenteeism due to illness of employees and/or other auxiliary persons, a pandemic (Covid-19 and/or similar pandemics designated by the WHO), government measures, war conditions, fire and extreme weather conditions.

12.3 If Imagebuilders has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfill its obligations, it is entitled to invoice separately for the part already delivered or the deliverable part and the other party is obliged to pay this invoice as if it concerned a separate contract.

XIII. Confidentiality

Imagebuilders and the other party are obliged to maintain confidentiality of all confidential information that they have obtained from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this arises from the nature of the information.

XIV. Intellectual Property

14.1 Imagebuilders reserves the intellectual property rights (copyright, Trade Name Act and European regulations) regarding trademark rights on the designs, images and drawings, models, samples, sketches and/or quotations provided by it with the quotation. These documents remain her property - regardless of whether the drawing costs are or are charged separately, unless a separate amount is or will be charged for the transfer of copyright.

14.2 All documents provided by Imagebuilders to the other party, such as reports, advice, designs, sketches, drawings, software, data carriers, etc., are exclusively intended to be used by the other party in the context of the agreement and may not be used by it without prior notice. may be reproduced, made public or brought to the attention of third parties with the permission of Imagebuilders.

14.3 The reports, advice, designs, sketches, drawings, software, data carriers, quotations, etc. provided by Imagebuilders to the other party must be completed within 14 days after the date on which Imagebuilders has been informed that it will not carry out the work or on which Imagebuilders has withdrawn or will be returned to Imagebuilders after termination of the agreement, unless otherwise agreed.

14.4 If the other party acts contrary to this article, it owes Imagebuilders an amount equal to 10% of the amount of the quotation submitted with the offer. This payment does not transfer ownership or copyright.

14.5 Imagebuilders is entitled to use the knowledge obtained through the performance of the work for purposes other than the execution of the agreement, insofar as no confidential information is brought to the attention of third parties.

XV. Applicable law, competent court

Dutch law applies to every agreement between Imagebuilders and the other party. All disputes arising between Imagebuilders and the other party will in the first instance be adjudicated exclusively by the court in Gelderland, Arnhem, unless otherwise required by law.

These general terms and conditions can be downloaded from our website and can be requested from Imagebuilders Apeldoorn.

<https://www.imagebuilders.nl/wp-content/uploads/2023/11/Imagebuilders-terms-and-conditions-november-2023.pdf>