

## GENERAL TERMS AND CONDITIONS STYLE DE VIE AUTHENTIQUE B.V.,

The limited liability company Style de Vie Authentique B.V., established in Giessenlanden (the Netherlands) and domiciled at 4221 LL Hoogblokland, Dorpsweg 132 B (the Netherlands), registered with the Dutch Chamber of Commerce under the number 57734283, hereinafter to be referred to as "Style de Vie" .

### Article 1 - Definitions

The capitalized terms in these General Terms and Conditions have the following meaning:

*Budget*: the total of estimated revenue and planned expenditure, established for a specified future period.

*Client*: every party who requests a quotation or has concluded or wishes to conclude an Agreement concerning services or advice.

*Continuing performance Agreement*: Agreement or Contract in which the Parties agree to provide continuous, recurring or consecutive performances at successive times.

*Contract or Order*: the agreement between Style de Vie and the Client(s).

*Defect(s)*: abnormality to a product existing at the time of delivery such as defects and malfunctions, which are the result of manufacturing and/or faulty materials or the lack of (agreed) specific essential requirements and/or characteristics, resulting in an unfulfilled contract. Defects explicitly excludes malfunctions and defects occurring after delivery, including, but not limited to accidental damage, defects and malfunctions caused by Improper use or storage, Improper handling, inadequate maintenance or normal wear and tear.

*General Terms and Conditions or Terms*: the present General Terms and Conditions.

*Order confirmation*: a confirmation in Writing of the Quotation by Style de Vie.

*Services*: by or on behalf of Style de Vie (whether or not as contractor) executed assignments, activities and/or advices provided.

*Parties*: Style de Vie and the Client(s) who have reached an (Continuing performance) Agreement.

*Product*: every physical object, moveable or immovable, which is a part of the Contract.

*Quotation*: any (Written) offer.

*Work*: all activities for which Style de Vie has received instructions or which are in any other account (directly) related to the Agreement or Quotation.

*Written or in Writing*: in Writing shall also be understood to mean by fax or e-mail or any other means of communication which can, given the state of technology and conventional practices, be considered as equivalent thereto.

### Article 2 - Applicability

- 2.1. These General Terms and Conditions of Delivery apply to all negotiations, offers, Quotations, Order confirmations, Contracts, Services, Work, or other legal relations on which Style de Vie declared these Terms applicable, insofar as these Terms have not been explicitly deviated from by the parties in writing.
- 2.2. If the Client accepts and retains, without comment, a Quotation, Order confirmation or Contract which refers to these Terms, the Client shall be deemed to have agreed to the application of these Terms in their entirety.
- 2.3. All Contracts will be deemed to have exclusively been given to and accepted by Style de Vie. The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code (Burgerlijk Wetboek), will be excluded in its entirety. Among other things this means, the partners, directors, shareholders and employers of Style de Vie are not personally bound or liable.
- 2.4. General terms and conditions of the Client do not apply. Style de Vie explicitly rejects the applicability of any general terms and conditions imposed by the Client.
- 2.5. Only when explicitly agreed to in writing, at the request of the Client and strictly concerning a given Contract, it is possible to deviate from one or some of the provisions of these Terms without effecting or terminating the other provisions of these Terms.
- 2.6. If any provision of these Terms proves to be invalid in any way, this shall not affect the validity of the Contract as a whole. The Parties shall in that case lay down (a) new provision(s) by way of replacement, which reflects the intent of the original provision as closely as possible.
- 2.7. In case of ambiguities or conflicts relating to the interpretation or content of these Terms or in case a conflict arises about something which is not regulated in these Terms, this will be assessed to the spirit of these Terms.
- 2.8. If Style de Vie does not always require strict compliance of these Terms, this does imply that the stipulations does not apply or that Style de Vie loses the right to require the strict compliance of these conditions in other cases.
- 2.9. In the event of any conflict or inconsistency between the translations of the text of these Terms the Dutch text will always prevail.

- 2.10. In the event of any conflict or inconsistency between provisions of these Terms and the Order confirmation or the (Continuing performance) Contract, the provisions of the Order confirmation or the (Continuing performance) Contract will prevail.
- 2.11. Style de Vie reserves the right to amend or supplement these Terms. Deviations also apply to Contracts already concluded. Deviations will be communicated to client by e-mail and shall enter into force 30 days after its publication.

**Article 3 - Offers and Quotations**

- 3.1. All offers, such as Quotations and Budgets, made by Style de Vie shall be without commitment.
- 3.2. The acceptance of Quotations in any manner (in Writing, by fax, e-mail, verbal or otherwise) are irrevocable for the Client.
- 3.3. Style de Vie is entitled to refuse an Order at any time without stating its reasons for doing so.
- 3.4. If the Client accepts a Quotation, Style de Vie shall be entitled to revoke its offer within two (2) workdays after the acceptance.
- 3.5. Any (alleged) inaccuracies in the Order confirmation of Style de Vie should be communicated to Style de Vie in writing within three (3) days of the date of the confirmation, failing which the Order confirmation will be considered to be an accurate and complete representation of the Contract and the Client will be bound to it.
- 3.6. If the Client does not accept an offer, Style de Vie shall be entitled to charge the Client for any expenses incurred in making the offer.
- 3.7. Before Style de Vie can be deemed bound to the acceptance of an offer, verbal promise, amendments and supplements of existing Contracts, the content of all pricelist attached to the offer, brochures and other information, Style de Vie has to confirm this in writing or started the execution of the Contract.
- 3.8. The price calculation and conditions of a Quotation shall be valid for fourteen (14) days after the date of the offer.
- 3.9. Every new price calculation and/or conditions of a Quotation by Style de Vie will replace the previous one(s).
- 3.10. A composite price calculation shall not oblige Style de Vie to deliver part of the proposal stated in this estimate for a corresponding part of the price.
- 3.11. The offers are based on the information known by Style de Vie at the time of the offer and can be based on the information provided by the Client at the time of the price request.
- 3.12. If the person signing the Quotation, Order confirmation or Contract is signing on behalf of one or several other persons, the person signing is, without prejudice to the liability of those others, liable to Style de Vie as if he himself was the Client.

**Article 4 - Contract**

- 4.1. The contract between Style de Vie and the Client is agreed upon for an undetermined period of time, unless the nature of the Contract suggests otherwise or if Parties have agreed otherwise explicitly in writing.
- 4.2. Apart from the effort of the Parties, the duration of the Order can be influenced by a wide range of factors such as the quality of the information given to Style de Vie and cooperation. Therefore it is not possible for Style de Vie to provide an exact indication of the time required for the execution of the Order.
- 4.3. Expected delivery times are determined approximately and can never be qualified as a fatal deadline. In case Style de Vie fails to meet the deadline the Client needs to declare Style de Vie in default in writing and Style de Vie should be allowed a reasonable period of time during which Style de Vie can fulfil its obligations. This reasonable period of time shall at least equal the original delivery time. The mere fact that a delivery period is exceeded does not entitle the Client to compensation.
- 4.4. The delivery time starts after Style de Vie has received the signed Quotation, Order confirmation or Contract, as well as the agreed upon down-payment or advance payment.
- 4.5. Specifications of the Products and Work to be delivered will be provided in good faith.
- 4.6. The Client is expressly not permitted to engage a third party, not recognized in Writing by Style de Vie, to offer the Products supplied by Style de Vie for sale. This refers specifically, but not exclusively, to sales via internet platforms such as Amazon. The purpose of this clause is to protect the luxury position of the Products supplied by Style de Vie.
- 4.7. Style de Vie reserves the right to temporarily or permanently suspend the execution of the Contract without judicial intervention if the Client fails to (timely) meet any contractual obligation. Suspension of the execution of the Contract will never entitle the Client to any right of compensation.
- 4.8. Minor deviations from the Contract by Style de Vie are acceptable if they do not essentially affect the performance to be delivered by Style de Vie, unless the Client has explicitly stated essential requirements in writing before the conclusion of the contract.
- 4.9. Only if the Client proves that the deviation from the Contract or the by Style de Vie provided information is to such extent that compliance within reason can no longer be requested from the Client, the Client shall be entitled

to dissolve the Contract. Style de Vie shall not be obligated to provide any compensation for damages under any circumstances.

- 4.10.** If the Client wishes to dissolve the Contract without any shortcomings in the fulfilment of the Contract of Style de Vie and Style de Vie agrees, the Contract will be terminated by mutual agreement. In this situation Style de Vie is entitled to compensation of all pecuniary damage, such as any loss suffered, loss of profit and costs incurred.

**Article 5 - Price**

- 5.1.** The prices quoted by Style de Vie shall apply only to Services and Products conforming the agreed specifications.
- 5.2.** Style de Vie is entitled to demand a full or partial advance payment.
- 5.3.** Unless explicitly agreed otherwise, all prices quoted do not include costs to be incurred in the context of the Contract such as travel and subsistence expenses, transportation costs, costs of postage, travel time, sales tax (VAT) and other government-imposed levies. If no fixed price is agreed, the price will be calculated on the basis of the hours spent.
- 5.4.** If no VAT was charged by Style de Vie, when Style de Vie was obligated to do so, Style de Vie is entitled to charge the Client. The Client will pay the VAT due to Style de Vie immediately after the receipt of the (corrected) invoice. The Client agrees to indemnify Style de Vie for every damage (including imposed fines) which Style de Vie consequently suffers.
- 5.5.** If no price, or only an estimated price, has been agreed upon between the parties or if the price can be altered according to these Terms, the Client will be billed based on subsequent calculation including a reasonable profit mark-up.
- 5.6.** The quoted prices shall apply only to Services and Products conforming to agreed specifications. Style de Vie is entitled to increase the agreed price if, after the conclusion of the Contract, after the occurrence of unforeseen Work, increase in costs relating to the execution of the Contract or due to (amended) laws and/or regulations.
- 5.7.** If currency changes occur after the conclusion of the Contract and they effect the agreed upon prices, Style de Vie is entitled to pass on the price increase to the Client.

**Article 6 - Amendments, extra work and price or fee adjustments**

- 6.1.** Style de Vie will sincerely consider a request of the Client to amend or correct the Contract, Style de Vie is however under no obligation to accept such a request and can require a separate Contract in writing.
- 6.2.** If Style de Vie agrees to amend, complement or correct the Contract, this may affect the agreed upon price or the agreed upon time of delivery. Reduced work may lead to a reduction of the agreed upon price, Style de Vie however reserves the right to charge the Client with the costs incurred and lost profit.
- 6.3.** If extra Work is required for the execution of the Contract, which was not foreseen at the time of the conclusion of the Contract or if this extra Work is due to the behaviour and/or concealment or false or unclear statements of the Client, the extra Work will be charged to the Client according to the usual rates of Style de Vie. Extra Work as referred to in this Article includes but is not limited to waiting periods, extra travel time and other delays attributable to the Client.
- 6.4.** If a fixed price is agreed upon in the Contract and the Parties intend to conclude a separate Contract regarding extra Work or activities, Style de Vie shall inform the Client in advance about the financial consequences of the extra Work or activities.
- 6.5.** If the Client is unwilling to pay the additional costs due to the extra Work or activities, the extra Work or activities will not be executed. The Client is however bound to the original Contract.
- 6.6.** All prices can be indexed/adjusted annually on the 1<sup>st</sup> of January.
- 6.7.** Exceeding the Budget or Quotation to 10% (excluding VAT) will be accepted by the Client as a budgetary risk and does not need to be reported in advance by Style de Vie. Exceeding's due to sales conditions of suppliers of Style de Vie and third parties engaged by Style de Vie, for example the usual excess or short deliveries of the printing industry, are deemed to be known to the Client and shall not be viewed as the exceeding of the Budget, not even if these costs are not included in a supplementary Budget.
- 6.8.** If the Budget will be exceeded or increased by more than 10%, the Client will be informed.

**Article 7 - Execution of Work**

- 7.1.** Unless the results are explicitly agreed upon in Writing, Style de Vie will execute its Work and Services to the best of its knowledge and ability and in accordance with the demands of a professional practice, which implies only an obligation to provide the best possible effort.
- 7.2.** The Client is obliged to provide full support to everything Style de Vie deems necessary and/or useful to be able to properly execute the Work and Contract to the best of its abilities. This includes:
- a. the availability (of employees) of the Client for the duration of the contracted period;
  - b. access to all relevant documents and files;

- c. providing Style de Vie with any data or information useful and necessary in good time;
- 7.3.** If Style de Vie needs assistance of third parties to enforce the provisions mentioned in the previous paragraph, the associated costs will be borne by the Client, unless agreed otherwise in Writing.
- 7.4.** The Client guarantees that any information provided is correct, reliable and complete and Style de Vie is not obliged to check this information. The Client guarantees that she is authorized to supply Colle with the information. The Client indemnifies Style de Vie against any possible third-party claims.
- 7.5.** Style de Vie is entitled, without the explicit consent of the Client, to make use of third parties when executing the Contract. If this situation occurs the Client will be bound to the Terms of Style de Vie as well as to the general terms and conditions of the relevant third party.
- 7.6.** If third parties are engaged for the execution of the Contract, this will be in consultation with the Client whenever possible and with due care. Style de Vie is not liable for omissions, errors or failures of the third party. Style de Vie is authorized to accept liability restrictions of the third party. Not only Style de Vie, but all persons who have been engaged in the performance of the client assignment, shall have the right to invoke these Terms.
- 7.7.** The Client is not authorized to transfer any obligations resulting from the Contract to third parties, either in part or in full, unless agreed otherwise in writing.
- 7.8.** The Client shall indemnify Style de Vie against all claims by third parties relating to or arising from the Contract.
- 7.9.** If a third party inflicts damage to the Client, customers of the Client, employees of the Client or to other individuals and this damage is in relation to the execution of the Contract, this third party will be independently liable to the Client, customers of the Client, employees of the Client or to other individuals.
- 7.10.** Style de Vie reserves the right to temporarily or permanently suspend the execution of the Contract, if there are reasonable grounds for doing so.

#### **Article 8 - Delivery**

- 8.1.** Style de Vie is entitled to deliver the order partially
- 8.2.** The Client shall do everything in its power to facilitate delivery by Style de Vie of the Products in accordance with the Contract. In case the Client fails collect the Products after the first request of Style de Vie or in case delivery at the address of the Client is agreed upon and the Client refuses to accept the Products this shall constitute default on the part of the Client even if no explicit request for acceptance has been made.
- 8.3.** The Client needs to ensure an authorized person is available at the time of delivery to receipt the Products. If no-one is available at the time of delivery, Style de Vie has the right, but not the obligation to transport the Product back to Style de Vie. The Client shall be obliged to pay for the transportation costs.
- 8.4.** Style de Vie is entitled to desire identification from the person picking up the Products. If this person fails or rejects identification and Style de Vie cannot determine if this person is authorized to pick up the Products, Style de Vie is entitled to refuse the provision of the Product.
- 8.5.** If the transport of the Products to be delivered is agreed upon, the costs will be borne by the Client, unless delivery paid by Style de Vie is explicitly agreed upon. The Client shall always bear the risks during transport.
- 8.6.** The Client shall check the Products carefully right after delivery. Any possible right of reclamation in relation to the Products as well as (transportation)damage must be noted on the consignment- or delivery note on delivery, failing of which will result in a compelling evidence of the consignment- or delivery note proving the right amount and complying Product are received free of (transportation)damage.
- 8.7.** Partly defects of the delivered Products does not give the Client the right to reject or refuse the entire delivery.
- 8.8.** If the situation referred to in paragraph 3 or 4 occurs, the fact that the Client was not able to inspect the Products, will be for full risk and expenses of the Client, the Product shall be considered to have been delivered and accepted in the state to be expected from a well maintained Product of that type relating to the Contract.

#### **Article 9 - Premature termination of a Continuing performance contract**

- 9.1.** A Continuing performance contract cannot be prematurely terminated.
- 9.2.** After the expiry of the time specified in the Continuing performance contract, the contract shall be extended automatically for the same period of time, but at least for 12 (twelve) months, unless the Client informs Style de Vie about the termination of the Contract by registered mail before the ending of the (extended) contract and with a 3 (three) months' notice.
- 9.3.** A Continuing performance contract without a specified time is entered into for an undetermined period and can only be terminated by the Client by registered mail with a 3 (three) months' notice.
- 9.4.** If the Client initiates termination of the Contract due to non-performance, Style de Vie is, due to the incurred loss of capacity, entitled to be compensated. The average monthly invoice amount will be the basis. The Client is furthermore obliged to indemnify Style de Vie against claims from third parties resulting from the cancellation or premature termination of the Continuing performance contract

- 9.5. Without prejudice to these General Terms and Conditions of Delivery, Style de Vie reserves all rights to claim full compliance with the Continuing performance contract and/or full compensation.

**Article 10 - Force majeure**

- 10.1. In these Terms and Conditions of Delivery, force majeure is defined, in addition to the relevant definitions in the law and in case law, as all external causes, foreseen or unforeseen, which Style de Vie cannot influence, but as a result of which Style de Vie is unable to perform its obligations. Force majeure shall in any event include: strike, excessive (temporarily) absenteeism of the staff, fire, technical or operational defects at the office of Style de Vie or third parties, according to the evaluation of Style de Vie the lack of sufficient cooperation or the provision of incorrect data by the Client.
- 10.2. The Client cannot claim force majeure in the case of:
- a. The inability to pay from the Client or its client(s);
  - b. Amendments in regulatory requirements and government regulations and court decisions if they cause obstacles or damage for the Client.
- 10.3. If Style de Vie is not able to fully fulfil its contractual obligations due to force majeure for a period lasting longer than 45 (forty five) days, both parties are entitled to terminate the non-feasible part of the Contract in writing
- 10.4. In the case of force majeure the Client is not entitled to any compensation.
- 10.5. In the event of force majeure Style de Vie will retain its rights to payment of the part of the Contract which has already been delivered/completed.
- 10.6. Style de Vie is entitled to invoice the Client for the owed costs as soon as force majeure occurs.
- 10.7. If the Client terminates the Contract in the event of force majeure, the Client is obligated to pay Style de Vie a reasonable compensation for costs, suffered losses and lost profits Style de Vie has incurred.

**Article 11 - Payment**

- 11.1. Unless agreed otherwise in writing, the term of payment of any invoice is 14 days following the date of the invoice.
- 11.2. Style de Vie can sent its invoices by post or by email.
- 11.3. If the Client disagrees with the amount of the invoice, the Client should make his view known in writing within 10 (ten) days of the invoice date. After expiration of this period the Client is assumed to consent.
- 11.4. Any objections against the amount invoiced do not suspend the Clients payment obligations.
- 11.5. The Client cannot claim settlements or suspensions on any account whatsoever.
- 11.6. Style de Vie shall at all times be authorized to settle everything the Client or its affiliates owe to Style de Vie, whether or not due and payable.
- 11.7. For long-term or sizeable commissions, Style de Vie can require payment in instalments.
- 11.8. Style de Vie is entitled to suspend the surrendering of all goods in its possession of, or on behalf of, the Client and to keep these goods in its possession until the Client has fulfilled all of its obligations.
- 11.9. The Client shall, at all times and regardless of the agreed upon payment conditions, be required to establish safety using security rights in or on lieu of payments on products belonging to Style de Vie, on the first request of Style de Vie, for the payment of the amounts to be paid to Style de Vie pursuant to the Contract. The security provided has to be of such extent that the amounts to be paid to Style de Vie as well as any related interests and costs will be covered adequately and Style de Vie will be able to collect without difficulty. If a security gets insufficient the Client will supplement the security to be adequate at the first request of Style de Vie.
- 11.10. In the event of non-performance, or if the Client is declared bankrupt or a request for his bankruptcy is filed at the court, if the Client has applied for or been granted suspension of payment, if the Client's company is discontinued or liquidated, if goods of the Client are subjected to an attachment, or if the Client is placed under administration or guardianship the Client will be deemed to be in default.
- 11.11. If the Client is in default as stated in the paragraph above, Style de Vie also has the right to terminate or suspend performance of the Contract or any part thereof not yet performed without notice of default or judicial intervention, without any right to compensation of losses for the Client that might arise because of this.

**Article 12 - Unpaid invoices**

- 12.1. If the Client fails to pay within the payment due date as stated in these General Terms and Conditions of Delivery the Client will be in default and Style de Vie, without any demand or notice of default being required, has the right to charge the statutory (commercial) interest, increased with 2 (two) percent, per month (with part of a month counting as a full month) from the due date until the day of payment in full, such without prejudice to the further rights of Style de Vie.
- 12.2. Possible discounts provided expire automatically in the event of default.

- 12.3.** If the Client is in default with payment of the amount due in full, the mere fact of the late payment will make all the other outstanding receivables immediately due and payable, such without prejudice to the further rights of Style de Vie.
- 12.4.** As from the moment the Client fails to (no longer) meet his payment obligations or is in default in any other way, the Client is not permitted to use the delivered Products (any longer). Every (user) licence relating to the Contract will be void, unless the default is insignificant relating to the overall scope of the Contract.
- 12.5.** Without prejudice to the provisions in this Article Style de Vie is, without the requirement of any notice of default or judicial intervention, entitled to suspend the execution of the Contract or to dissolve the Contract in whole or in part and to claim an immediately payable fine of 10 (ten) percent of the total amount of the Clients payables.
- 12.6.** All judicial and extrajudicial costs Style de Vie has to make due to non-compliance to its payment obligations by the Client, shall be borne by the Client. These costs amount to at least 15 (fifteen) percent of the amount due with a minimum of € 150.00.
- 12.7.** All reasonably incurred costs arising from judicial and extrajudicial actions to collect the receivables from the Client shall be borne by the Client.
- 12.8.** Payments made by the Client shall first be applied to settle all interest and costs payable and subsequently to pay those invoices which have been outstanding for the longest period.
- 12.9.** At instalments payments the collection will be continued until the costs and interest are paid as well.
- 12.10.** In the event of a jointly granted Assignment, all Clients, principals or customers shall be jointly and severally liable as separate (legal) persons for the payment of the payment obligations arising from the Contract.

**Article 13 - Right of retention**

- 13.1.** The Client and Style de Vie expressly agree that Style de Vie is authorized to suspend the delivery of Products which Style de Vie has in its possession until the Client fully fulfils his obligation to pay outstanding invoices, including any related interests and costs, as well as any compensation for damages relating to the contractual/legal relation or has provided sufficient security for example via an unconditional and irrevocable bank guarantee.
- 13.2.** The risk of the Products subjected to this right of retention will remain at the Client.
- 13.3.** The Client shall not have any right of retention towards Style de Vie.

**Article 14 - Complaints and right of reclamation**

- 14.1.** Any possible defaults in the delivery of Products or complaints about the Services of Style de Vie must be reported to Style de Vie within 2 (two) working days after delivery - including the day of delivery - at the risk of forfeiting any right to compensation. Furthermore the Client needs to notify Style de Vie in Writing within 5 (five) days after identification, specifying the nature and grounds of the defaults and the establishing of the default in detail.
- 14.2.** All costs incurred relating to an unfounded complaint shall be borne by the Client.
- 14.3.** After any default is established, the Client is obligated to do everything what is reasonably possible to prevent or limit damages, including the immediate suspension of the use of the Products.
- 14.4.** The Client is obliged, at the risk of forfeiting any right to compensation, to keep the Products, of which a claim has been made in time, at the disposal of Style de Vie to have them inspected.
- 14.5.** If a complaint is made in time and, to the judgement of Style de Vie truthful, Style de Vie will repair the defaults or defects within a reasonable time. The Client is however obliged to pay for the executed work and bought Product. Complaints do not suspend the payment obligation of the Client.
- 14.6.** Minor deviations and/or deviations which are common in the industry, differences in quality, quantity, dimensions, weight or finishing cannot be a reason for complaints.
- 14.7.** If the performance of the agreed Services has become impossible or purposeless, Style de Vie will only be liable within the limits of the provisions of Article 18.
- 14.8.** Any right of action against Style de Vie expires if:
- a. the defaults and/or the defects were not communicated to Style de Vie within the imposed time limits and/or not in the indicated manner;
  - b. the Client does not (sufficiently) cooperate with Style de Vie, to an examination of the validity of the complaints;
  - c. the Client did not treat, use, store or maintain the Products in the correct manner or used or treated the Products under inappropriate conditions;
  - d. the Client has the Products repaired or altered or there have been attempts to repair or alter the Products by the Client or third parties on the instructions of the client, unless harm reduction measures are being served;
  - e. after establishing the defaults the Product is commissioned or if after establishing the use of the Product is continued;
  - f. Style de Vie is not presented the possibility of a (counter/contradictory) expertise.

- 14.9. The performance of Style de Vie is deemed to be correct if the Client does not claim within the set term, if the Products are taken into use, prepared or processed, delivered to third parties or had them put into use, had them treated or processed or supplied to a third party, unless the Client has complained in time.

**Article 15 - Ownership and reservation of ownership**

- 15.1. Both the ownership and the intellectual property rights of all delivered Products, Products to be delivered and/or Services will, at all times, remain with Style de Vie unless agreed otherwise in writing. If agreed otherwise in writing, the ownership of the delivered Products and Services will only be transferred if the Client has fully fulfilled his obligation to pay outstanding invoices, as well as fines and any compensation for damages resulting from failure to comply with one or more Contracts. The risk related to the delivered Products and/or Services will transfer as from the moment of pick up or delivery
- 15.2. If a third party seizes or wishes to establish or claim a right to the Products subjected to the reservation of ownership, the Client is obliged to inform Style de Vie in Writing without any delay.
- 15.3. If (a part of) the Products are seized, the Client has applied for a suspension of payments or goes bankrupt, the Client will inform the administrator, the trustee or the curator about the (ownership) rights of Style de Vie without any delay.
- 15.4. If Style de Vie wants to effect its ownership rights as stipulated in this Article, the Client hereby unconditionally and irrevocably authorises Style de Vie, or third parties to be designated by Style de Vie, to access all the locations where the property of Style de Vie is located and to reposes this property on the expenses of the Client.
- 15.5. If the Products are delivered conform the Contract by Style de Vie and the Client has fully fulfilled his obligations, the reservation of ownership can revive if the Client fails to meet his obligations regarding any other Contract or agreement.

**Article 16 - Intellectual property right**

- 16.1. Unless agreed otherwise, all intellectual property rights arising from the Contract, – such as patent rights and copyright – including moral rights, are vested in Style de Vie and/or its licensors. If such right can be acquired only by registration, only Style de Vie is authorized to do so.
- 16.2. Without Written permission of Style de Vie, the Client will not use presented proposals, Products of Services, in whole or in part, in any other manner than agreed upon.
- 16.3. Without Written permission of Style de Vie the Client shall never be entitled to process, edit or challenge the intellectual property rights of Style de Vie in any other way. The Client may use, offer, sell and deliver these products exclusively with explicit Written permission of Style de Vie and under the brand and logo which Style de Vie or its supplier has assigned to them.
- 16.4. If a breach of this provision occurs, the Client will owe to Style de Vie an immediately payable fine of € 10,000.00 and a fine of € 1,000.00 for every day that the violation continues, without prejudice to Style de Vie to claim full compensation for damages and costs and interest as well, if the actual damage exceeds the amount of the fine.

**Article 17 - Confidentiality**

- 17.1. Parties are bound by confidentiality with respect to each other's (business) information. It is known to Client that the software, equipment and other materials, made available might contain confidential information as well as trade secrets from Style de Vie, its licensors or third parties engaged by Colle. The Client is obliged to use this software, equipment and other materials confidential and not to disclose its information or let it be utilized by third parties, and to only use them for the purpose for which they are made available. Both parties shall also impose this obligation on their employees and third parties engaged by them for the execution of the Contract.
- 17.2. All information is regarded as confidential, unless the information is not labelled non-confidential or if the information was already public before one of the parties published the information in any way.
- 17.3. Style de Vie has the right to use the name of the Client in its statements to third parties, unless the Client requests otherwise in Writing.
- 17.4. The Client agrees to indemnify Style de Vie for every damage and/or costs which Style de Vie consequently suffers if one of the provisions of this Article is breached.
- 17.5. If a breach of this provision regarding the confidentiality occurs, the Client will owe to Style de Vie an immediately payable fine of € 10,000.00 and a fine of € 1,000.00 for every day that the violation continues, without prejudice to Style de Vie to claim full compensation for damages and costs and interest as well, if the actual damage exceeds the amount of the fine.

**Article 18 - Aansprakelijkheid**

- 18.1. Style de Vie shall only liable for (partly) incorrect execution or non-performance of the Contract if and insofar the damage arise directly from deliberate default and wilful misconduct on the part of Style de Vie.

- 18.2.** Style de Vie shall only be liable for direct damage. Explicitly excluded is any liability of Style de Vie for any indirect or consequential damage, decrease of profits and turnover, damage by company stagnation, fines and compensation payable to third parties, reduced goodwill, damage caused by auxiliary persons or third parties Style de Vie has engaged in the execution of the Contract, or for the failure of equipment, software, data records, registers or other products.
- 18.3.** Style de Vie shall not be liable for the actions of its employees or other persons within its sphere of risk.
- 18.4.** The liability of Style de Vie for damage suffered by the Client as a consequence of an attributable shortcoming by Style de Vie in the fulfilment of its obligations under the Contract, is per event and at all times limited to the sum actually paid out by the Business Liability Insurance of Style de Vie in the case concerned.
- 18.5.** If the insurance does not cover the damage, the liability of Style de Vie shall be limited to the amount of the invoice relating to the Work which caused the damage subjected to a maximum of € 10,000.00. At least for that part of the Contract to which liability applies and excluding the costs incurred at third parties, relating to that specific part of the Contract to which liability applies. In case of a Contract with a time of completion over three months the liability of Style de Vie shall be limited to an amount equal to the payments that the Client owes to Style de Vie relating to the last three months of the Contract (exclusive of VAT).
- 18.6.** If Style de Vie is liable for the damages pursuant to the previous paragraph, the damage will only be eligible for reimbursement if the Client has limited the damage with everything in his power and if the Client informed Style de Vie about the damage in Writing within 2 (two) days after the damage has arisen, unless the Client can sufficiently demonstrate that, within reason, he was not able to inform Style de Vie earlier.
- 18.7.** Style de Vie shall not be liable for damage of any nature resulting from the use by Style de Vie of incorrect and/or incomplete data provided by the Client.
- 18.8.** Style de Vie shall not be liable for infringement of patents, licences and/or other rights of third parties through use of data supplied by or on behalf of the Client.
- 18.9.** Style de Vie shall not be liable for advice or recommendations given to the Client. The advice, recommendations or information given by Style de Vie are made entirely noncommittal and without any guaranty.
- 18.10.** Style de Vie shall not be liable for claims deriving from the Dutch Sequential Liability Act (Wet Ketenaansprakelijkheid).
- 18.11.** If Style de Vie proceeds to exercising the right of suspension or dissolution based on facts and/or circumstances known to Style de Vie at that moment of time, whereas it is later irrevocably established that such right was used incorrectly, Style de Vie shall not be liable nor obliged to pay any compensation for loss.
- 18.12.** Under no circumstances Style de Vie shall be liable for losses due to force majeure as Article 10 of these General Terms and Conditions of Delivery stipulated.
- 18.13.** Any claim made against Style de Vie, except those recognized by Style de Vie, lapses after the mere course of a period of twelve (12) months from the time the claim arose.
- 18.14.** A potential liability regulation clause included in the Contract or these General Terms and Conditions of Delivery is not applicable:
- a. in case of deliberate default and wilful misconduct on the part of the Client or its management or any persons overseeing the Contract; or
  - b. in case of infringement of intellectual property rights mentioned in Article 16 of these General Terms and Conditions Delivery.

**Article 19 - Insurance and deposits**

- 19.1.** The Client declares to have an adequate retrievable insurance for those Products of which the ownership has not yet transferred to the Client fully, to cover possible damage caused by fire, theft, other contingencies from outside and claims made by third parties. The Client shall bear the relating costs. The Client is obliged to transfer the rights deriving from the aforementioned insurance to Style de Vie.
- 19.2.** Style de Vie reserves the right to acquire an additional deposit.
- 19.3.** All costs incurred by Style de Vie, relating to the damage caused by the Client, to Products of which the ownership has not yet transferred to the Client fully, shall be borne by the Client and must be paid upon at the first request of Style de Vie.

**Article 20 - Death of the Client**

- 20.1.** In the event of the death of the Client, his rights and obligations get transferred to his heirs under universal title.

**Article 21 - Attribution and Social Media Code**

- 21.1.** Style de Vie will at all times be entitled to imprint its name on or in or to remove it from the work (or to have his name imprinted on or in or removed from the work), and without the prior authorization of Style de Vie the Client may not publish or reproduce the work without identifying Style de Vie by name.



- 21.2.** If considered necessary by Style de Vie the Client will mark the work he wants to make publicly available and shall provide it with the copyright symbol, the mention of Style de Vie, along with the year of initial publication and/or the year and/or number of an international deposit.
- 21.3.** Style de Vie may mention the names of its Clients on its website, unless otherwise agreed in writing or unless objected on principle by the Client.
- 21.4.** If the Client expresses himself about Style de Vie in a printed publication, on the web, social media or other media, the Client is obliged to comply with the following directives of Style de Vie:
- a. Transparency; with his expression the Client should state clearly if he is publishing on personal or professional behalf.
  - b. Respect; if the Client is publishing about or on behalf of Style de Vie, the Client should have obtained express consent in writing of Style de Vie.
  - c. Responsible; the Client should ensure responsible use of the data medium, which for example should not make excessive use of tracking software, adware, malware or spyware.
  - d. Professional; the Client acts with the knowledge and awareness that his role as Client will be maintained.
  - e. Certainty; when in doubt the Client always should consult Style de Vie.
  - f. Awareness; the Client should be aware of the fact that his expressions will be available to a large number of viewers for an indefinite period of time.

**Article 22 - Communication via email and/or social media**

- 22.1.** The Client explicitly agrees to communication by email and/or social media when executing the Contract.
- 22.2.** The Client is aware of the fact that Style de Vie cannot guaranty the confidentiality of information sent by internet because of the limited possibility to data protection.

**Article 23 - Consultation of General Terms and Conditions of Delivery**

- 23.1.** These General Terms and Conditions of Delivery are effective from the 1st of April 2019 (2019-04-01) and will be held available at the office of Style de Vie.
- 23.2.** These General Terms and Conditions of Delivery will be provided to the Client at the same time as the Quotation. If this is not reasonably possible the General Terms and Conditions of Delivery will be sent to the Client free of charge at his first request.
- 23.3.** These General Terms and Conditions of Delivery are also available at the website of Style de Vie [www.styledevie.nl](http://www.styledevie.nl).

**Article 24 - Applicable law**

- 24.1.** The legal relationship between Style de Vie and the Client is exclusively governed by Dutch law.
- 24.2.** All disputes arising from this Agreement shall be submitted to the competent court In Rotterdam (the Netherlands) unless mandatory rules of jurisdiction stipulate otherwise.
- 24.3.** The Parties can agree upon another form of dispute resolution such as arbitration or mediation.