

Note regarding this preliminary offer

All agreements are subject to the general conditions of AGA LAB. The general conditions can be found on the website at: <http://agalab.nl/wp-content/uploads/2016/04/Algemene-Voorwaarden-AGA-LAB-2016.pdf>.

In the event that you are in agreement, you are kindly requested to reply in writing, either by post or via email. Should you have further questions, please contact us at your convenience.

Premature termination of the agreement.

In the event that the commissioned work should be terminated prior to the contracted end of the project, the commissioning party agrees to pay for all work already completed, and the related costs, and forfeits all rights to the use of the project as completed at the time of the termination.

Delivery of the images, trial prints

Following the definitive delivery of the design /image, a trial print will be made with the commissioning party. When this trial print is accepted, in writing, it will be used as the basis for the full edition of prints. Any eventual subsequent modifications will, pursuant to acceptance by the commissioning party, be executed and subject to payment for additional costs based on a tariff of EURO 47,50 per hour.

Support

Following the definitive delivery of the design/image, the commissioning party can approach AGALAB for further questions. Should there be any uncertainty (for example, the delivered elements as expressed in this agreement) we are naturally pleased to be of service.

Other Overig

In the event that the required time for the actual work would exceed the estimated number of hours, AGALAB will contact the commissioning party in a timely manner to discuss any overtime.

The extra hours will, after consultation with the commissioning party, be billed to the commissioning party. Any modifications not contained in this contract, additional work, or other matters not addressed or provided for herein, will be billed to the commissioning party.

Necessary materials or corrections that are not delivered according to an agreed time schedule can result in delays of delivery of the finished project.

All persons involved in decisions related to the project are expected to be present for meetings and discussions pertaining to the project, in order to guarantee our offered fee for the project.

General conditions governing commissions

Article 1

Definitions of General conditions

the conditions present

User: a party who maintains the conditions of this agreement, referred to in this agreement as *Stichting Amsterdams Grafisch Atelier, since 2016 called AGA LAB*.

Commissioning or Counter party: that party which endeavors to enter an agreement with *AGA LAB*

Offer: any verbal or written offer by *AGA LAB* to the commissioning or counter party aimed at the conclusion of a contract for work.

Contract/Agreement: The agreement/contract between *AGA LAB* en and the commissioning/counter party which determines at that moment that the offer by *AGALAB* has been accepted and is set into a contract.

Article 2 Applicability

2.1 The matters in these general conditions may be applied to the following:

- all commissions extended to *AGA LAB* and the resulting executed works by *AGA LAB* ;
- all offers extended by *AGA LAB*;
- supplemental commissions and pursuant commissions;
- all other agreements and contracts entered into by *AGA LAB* to the extent that the agreements are not recipients of existing services;
- All other activities which *AGA LAB* may lawfully carry out

2.2 Any deviations and annexes to these conditions are binding only when they have been agreed to in writing.

2.3 The application of eventual purchase and other conditions by the Commissioning party are strictly and emphatically excluded.

Article 3 Totstandkoming overeenkomst Conclusion of a contract

3.1 The contract becomes valid when a written confirmation of the offer by *AGA LAB* is received by *AGA LAB* from the commissioning party. An offer from *AGA LAB* remains non-binding, except where otherwise explicitly indicated.

3.2 An offer that has been sent by *AGA LAB* and received by the commissioning party can not be amended or modified. Any additional or modified wishes by the commissioning party will be contained in a separate new offer by *AGA LAB*; the acceptance of which by signature of the commissioning party will be held to render invalid the previous agreement/contract.

3.4 Offers and special discounts are not binding or valid for future commissions.

Article 4 Execution of the contracted work Uitvoering van de overeenkomst

4.1 The user (*AGA LAB*) undertakes to execute the commissioned work in an independent and professionally careful manner, to protect the interests of the commissioning party and to strive for a professional result. To the extent necessary, *AGA LAB* will inform the commissioning party of the progress of the work.

4.2 Following the definitive delivery of the design /image, a trial print will be made with the commissioning party. When this trial print is accepted, in writing, it will be used as the basis for the full edition of prints. Any eventual subsequent modifications will, pursuant to acceptance by the commissioning party, be executed and subject to payment for additional costs as detailed elsewhere in this agreement.

4.3 The commissioning party is bound to comply with necessary and reasonable obligations to ensure a timely and correct delivery by *AGA LAB*. IN particular this applies to the timely delivery of fully usable, clear and proper materials or data.

4.4 *AGA LAB* will indicate a time-frame for the completion of the design, except where the basis or the content of the contract stipulates otherwise. The commissioning party is required, by transgression of the indicated time-frame, to indicate this problem to *AGA LAB* in writing.

4.5 Except where otherwise indicated, the responsibility for the execution of tests, the application for licences, and other judgements or instructions falls upon the commissioning party, in terms of legal or quality norms, and is not the responsibility of AGA LAB.

4.6 Prior to the undertaking of production, reproduction and publication, both parties should undertake to allow the confirmation and monitoring of the most recent available models, prototypes or trials of the design/image, with the aim of determining that all is in order. Should AGA LAB wish to extend to third parties the duty of carrying out such production, and monitoring duties, the commissioning party is expected to confirm this matter in writing.

Complaints should be made as soon as possible, but in any case within ten (10) days following the completion of the commission, in writing to AGA LAB. In absence of any such indication, it will be taken as affirmation that the commissioning party has accepted the work and the contract will be considered to be completed to satisfaction.

Article 5 Third parties

5.1 Except where otherwise agreed, commissions may be extended to third parties, in the framework of achieving the required result, by or in the name of the commissioning party. At the request of the commissioning party, AGA LAB may -at the commissioning party's risk and account- act as authorised party. Parties can conclude, at a later date, an agreement about the costs incurred.

5.2 In such cases where the execution of the commission is delegated to third parties, all conditions pertaining to quality, quantity, capacity and delivery shall be in force with regard to the commissioning party.

Article 6 Use and licencing

6.1 When the commissioning party delivers a design or image, the commissioning party assumes the final legal responsibility for ensuring proper arrangement of the copyrights and licencing rights with the creator of the design or image, and to set down such arrangements in a legally proper and verifiable manner.

The commissioning agreement confers an exclusive licence to use the design for publication and reproduction in accordance with contractually indicated intended end-use. Where no such agreements have been made, the licence is extended to that use of the design or image, for the regular end use established at the time that the agreement is concluded. These end uses and intentions should be indicated to the party executing party (AGA LAB or contracted third parties) prior to the conclusion of the agreement.

6.2

It is not permitted for the commissioning party to use the acquired results, and the extended licence will be invalidated in the following circumstances:

1. at such time as the commissioning party fails to fulfill payment (in part or fully) except where, in light of the whole commissioned work, this failure is a of a negligible nature;
2. if, in case where the commissioned work for whatever reason should be terminated prior to the agreed upon time and completion, except where the the consequences of such would be counter to reasonable and decent standards.

6.3 De the user has the freedom to use the resulting work for own publicity and promotions, but this should be done with the interests of the commissioning party in mind. .

Article 7 Payment

7.1 *AGA LAB* , is a foundation and therefore not subject to the normal requirement of the levying of VAT. All bills and receipts are therefore free of VAT. .

7.2 *AGA LAB* shall send invoices according to terms set out in the agreements and contracts.

7.3 Betaling Payment should be made, without discount or other reductions, by bank transfer or deposit to the bank account indicated on the invoice with reference to the project number or the reference tag provided by AGA LAB.

- 7.4 In such case where the commissioning party does not effect payment of the amount according to an agreed schedule, the commissioning party, shall, without further need for notification, be liable for and charged with a late payment interest assessed at the current valid interest in The Netherlands and increased by three percent (3%) as well as any incurred costs for collection services.

Article 8 Intellectual ownership

8.1 *AGA LAB* retains all rights based on her production or creation, including publications, advisories, (model) contracts, formats, systems. The commissioning party enjoys non-exclusive user rights.

8.2 Conferral of the author's rights /copyright is effected at such time as *AGA LAB* and the commissioning party agree to such in writing.

8.3 Without express prior written permission from *AGA LAB*, the commissioning party may not exhibit, reproduce or publish or otherwise exploit the resulting work from *AGA LAB* in any form.

8.4 The commissioning party indemnifies *AGA LAB* against any liability from third parties on the grounds of infringement of ownership, patents, copyrights and other forms of intellectual ownership or rights as pertains to the execution of the contract.

Article 9 Liability

9.1 *AGA LAB* and her employees or volunteers are solely and exclusively liable for damages suffered by the commissioning party in the case where a demonstrable negligence has occurred in the execution of the contract. *AGA LAB* is not liable for:

-damages caused by the the commissioning party or third parties where the damage is a result of the use or provision of incorrect or incomplete information or data as provided for by the commissioning party or in other cases where such damage is the consequence of an action or negligence of the commissioning party; -as carried out by the commissioning party or third parties, any existing corporate, direct or consequential damage; -not liable for delays in contracted works, misunderstandings, mistakes or shortfalls pertaining to the execution of the contract in case this is resulting from or caused by actions of the commissioning party, such as the late or incomplete or not effected delivery of complete, properly-prepared and clear materials and data.

-2 Mistakes or shortfalls caused by or in the name of third parties contracted by the commissioning party.

-3 Omissions or failures in offers by providers of for cost overruns from such providers.

-4 Mistakes or shortcomings in the design or foundational images or other data, in the case that the commissioning party is responsible for the creation and provision of the design/image/specific model/prototype or trial which fail to be provided and for any mistakes found in said design/image/specific model/prototype or trial which may be observed.

In all cases of liabilities, *AGA LAB* limits the amount of liability to that established in the company liability insurance. In the case that no reimbursement for such insurance may occur, liability is limited to € 10.000,-. Claims that are the result of intended damage, or recklessness or gross debt, do not fall under the limitations and exclusions of this Article.

Article 10 Force majeure

10.1 In the event that, due to unforeseen circumstances and circumstance beyond normal control (force majeure) *AGA LAB* should fail or be unable to comply with agreements or contracts, such agreements and obligations shall be suspended for the duration of the extraordinary circumstances.

10.2 In the case that the duration of the extraordinary circumstances should pass 90 (ninety) days, both parties have the right to wholly or partially terminate the contract, to the extent that this may be done in a legal manner.

10.3 To the extent that works have been carried out, *AGA LAB* shall send an invoice for such services to the commissioning party.

Article 11 Bankruptcy and suspension of payment obligations

Each party is authorised to end the contract with immediate effect in the event of bankruptcy or suspension of payments by the commissioning party, and rights to claim damages in not reduced.

Article 12 Termination

12.1 In such case that AGA LAB should find that circumstances dictate that it can no longer guarantee completion of a contract or work, AGA LAB is authorised to terminate the contract.

12.2 In this case, any costs related to already executed work will be invoiced by AGA LAB to the commissioning party.

Article 13 Disputes and applicable law

13.1 All parties agree to resolve any eventual conflicts or disparate interpretations of the contract or about the execution of the work by seeking a solution that will serve both parties' interests, to the extent possible. When necessary, the services of a professional mediator may be sought and employed; in such case the costs will be evenly borne by AGA LAB and the commissioning party. In no way does the above abridge the right of either party to seek resolution in a court of law.

13.2 Op Dutch law is applicable to these General Conditions and to all other contracts undertaken in relation to or conducted under these conditions.

Article 14 Other matters

Partijen Parties are held to regard all facts and circumstances, which in the framework of the commission could become known to the other parties involved, as confidential. Third parties who may become involved in the commissioned work, are held to the same expectations of confidential treatment of information and circumstances encountered during the course of the execution of the commission.

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