

TERMS & CONDITIONS DNA \ LTB

1. General

These conditions apply to all offers and agreements, the resulting deliveries and services of any kind between DNA \ LTB BV and the client. Deviations and additions are binding if and to the extent that the parties have explicitly agreed to them in writing.

2. Price quotation

All oral and written offers and the corresponding price quotation from DNA \ LTB BV are without obligation. The price quotations are subject to change due to unforeseen changes in the work.

3. Written confirmation

Orders must be confirmed in writing by the client. If the client fails to do so and the order is confirmed by DNA \ LTB BV, and no objection is raised against it within 4 (four) days of receipt, then the content of this confirmation will be applicable. If neither party has confirmed the order in writing and DNA \ LTB BV has, with the consent of the client, begun to carry out the assignment, the client is deemed to have placed the order in accordance with the offer. DNA \ LTB BV is bound to oral agreements and stipulations only after they have been confirmed by DNA \ LTB BV in writing.

4. Multiple designers, stylists and/or agencies

Whenever the client wishes to give the same (multiple) assignment to multiple designers, stylists, and/or agencies, he must inform all involved designers, stylists, and/or agencies of this. Upon request by DNA \ LTB BV the client shall indicate which other agencies have been given the assignment. If a client has already commissioned the same order from another agency, he shall indicate which agency this was.

Execution of the agreement

5. Providing information

The client is obliged to do all that is reasonably necessary or desirable to permit a timely and correct delivery by DNA \ LTB BV, in particular by providing in timely fashion complete, sound, and clear information/required materials.

6. Use of other suppliers

Orders to manufacturers regarding duplication and disclosure of the draft or draft report are issued by or on behalf of, by order of, and for the account and risk of the client. For the purpose of carrying out the assignment, DNA \ LTB BV will be available – where necessary – for oral consultation. At the

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request of the client, DNA \ LTB BV can act, at the client's risk, as the client's representative. The fee for this is included by DNA \ LTB BV in/with the price quotation.

7. Disclosure and reproduction

Prior to disclosure or reproduction, all parties must be given ample opportunity to verify and approve the last printer's proof, revision proof, soft proof or the last design prototype/draft report. If, for whatever reason, the client does not deem this necessary, then the risk of possible errors in the final product lies with the client.

8. Delivery period

A delivery period quoted by DNA \ LTB BV for the completion of an order is only an indication unless it is explicitly stated in writing that it is an ultimate deadline. Also after providing a deadline for the completion of a design/draft report, DNA \ LTB BV is only in default after the client has given him/it notice of default. When exceeding the written delivery time, the liability of DNA \ LTB BV is always limited to the amount of DNA \ LTB BV's fee. DNA \ LTB BV is not liable for the late delivery of an outsourced product.

Copyright, design rights and ownership

9. Copyright and Industrial property rights

The copyright and exclusive right of design with respect to the preliminary and final design/draft report and the design drawings, models, work drawings, detail drawings and notes, as well as the subsequently produced specimens, all belong to DNA \ LTB BV. Until further written agreement between DNA \ LTB BV and the client shall be entered into regarding the transfer of copyright or exclusive rights to drawings or models, these rights remain the property of DNA LTB BV.

10. Copyright owner

DNA \ LTB BV warrants that the work supplied has been designed by him/it or on his/its behalf, that he/it is the author thereof within the terms of the Copyright Act and as copyright owner has the power of disposition of the work.

11. Searches for the existence of rights

Unless otherwise agreed, the work commissioned does not include conducting searches for the existence of rights, trademark rights, drawing or design rights, patents, copyrights or portrait rights of third parties. This also applies to the possibility of such forms of protection for the client.

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12. Attribution

DNA \ LTB BV shall at all times have the right to sign its work and/or mention its name or have it mentioned in the colophon of a publication or in an announcement or credits. Without prior permission, the client is not permitted to publish or reproduce the work without mention of DNA \ LTB BV. If DNA \ LTB BV deems this necessary, the client shall apply the © symbol together with the name DNA \ LTB BV and the year of initial publication, to the work to be published or reproduced; otherwise the client shall apply the ® symbol with either the year of the international filing and the name of the designer, layout designer and the agency or copyright filing, or the number of the international filing.

13. Ownership of DNA LTB BV

Until such subsequent agreements between DNA \ LTB BV and the client shall be entered into regarding the transfer of copyright to materials made available by the designer, such as films, work drawings, prototypes, design sketches and so on, these rights remain the ownership of DNA \ LTB BV.

*Use and license***14. Usage**

Once the client has fulfilled all his obligations under the agreement with DNA \ LTB BV, he is thereby granted the exclusive right to use of the design/draft report insofar as concerns the right of publication and reproduction in accordance with the destinations and/or circulation as agreed upon in the contract. If nothing concerning the destination or circulation has been stipulated, then the initial use and circulation shall be deemed as being agreed upon.

15. Wider use

For the purposes of wider use than originally agreed upon, the parties shall conclude a new agreement with regard to the usage.

16. Changes

The client is not permitted to make changes to the preliminary or final designs without written permission from DNA \ LTB BV. DNA \ LTB BV cannot withhold such consent if it is contrary to reason. The client shall designate DNA \ LTB BV as the first to be given the opportunity to carry out a modification desired by the client. A fee is to be paid for this based on DNA \ LTB BV's usual rates.

17. Own promotion

In the absence of any further agreements, DNA \ LTB BV is at liberty to use the design for its own

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publicity or promotion.

18. Specimen copies

For a design that will be manufactured in series, the client shall provide DNA \ LTB BV with 10 to 20 copies of the duplicated design, or any part thereof, free of charge once publication or disclosure has occurred. For valuable documents or a very small print run, a smaller number will apply.

Fee

19. Fee and additional costs

In addition to the agreed fee, also the costs incurred by the designer for the execution of the assignment that are not a normal part of his overhead, qualify for reimbursement.

20. Fees on modified assignment

If, on account of delayed or non-delivery of complete, sound, and clear information/materials or on account of a modified or incorrect assignment and/or briefing, DNA \ LTB BV has been compelled to carry out more or other work, this work will be charged separately.

21. Usage fee

The fee agreed upon by the parties also includes the fee for exclusive right of the design, insofar this concerns the right of publication and reproduction in accordance with the destinations and/or circulation as agreed upon in the contract.

Payment

22. Payment obligation

Payments must be made within 14 days after the invoice date. If after the expiry of this period no (full) payment has been received by DNA \ LTB BV, the client is in default and is liable for interest at the statutory rate plus 2%. Both extrajudicial costs and judicial collection costs incurred in connection with late payments will be charged to the client. The extrajudicial costs are set at a minimum of 15% of the invoice amount, with a minimum of € 150.

23. Recurring payments

DNA \ LTB BV has the right to bring reasonable charges for work done up to that point during an assignment. For providing product and/or service purchases from third parties, DNA \ LTB BV has the right to a down payment of at least 60% of the previously made price quotation.

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24. Suspension

If the client is in breach of his payment obligations, all rights transferred by DNA \ LTB BV to the client according to the terms of the agreement will be suspended until these commitments have been fulfilled. In this situation, the client is not permitted to use the designs and other delivered items made available to him.

Revocation and termination of the assignment

25. Revocation of the assignment

If the client cancels an order placed by him, he must pay the entire fee that DNA \ LTB BV would be entitled to for full execution of the contract as well as all additional costs incurred up to that point.

26. Duration of the agreement

If the work done by DNA \ LTB BV consists of recurrently performing work for a publication that appears regularly, then the relevant agreement shall be valid indefinitely, unless otherwise agreed in writing. This agreement can only be terminated by written notice with due observance of a notice period of at least three months.

27. Termination of the assignment

If there are circumstances under which DNA \ LTB BV cannot reasonably be required to continue fulfilling the contract, then DNA \ LTB BV has the right to withdraw from this assignment, without being held to any compensation or warranty. In this case, it is entitled to fees for work done up to that point and to reimbursement of expenses incurred up to that point and it is obliged to make the results achieved thus far available to the client. If actions or conduct on the part of the client are the cause of DNA \ LTB BV not being reasonably required to continue fulfilling the contract, then in addition to the right to withdraw from the assignment, DNA \ LTB BV has the right to the full assignment-related fee.

Liability

28. Liability

DNA \ LTB BV is not liable for errors in the text or design or the draft report and/or implementation of this or support of this if the client, in accordance with Art. 7, has carried out an inspection – or has waived this option – and given his approval.

The client bears the risk for misunderstandings or errors with regard to the execution of the agreement if such misunderstandings or errors were caused by conduct of the client, such as the delayed delivery of complete, sound, and clear information/required materials. DNA \ LTB BV is not liable for errors in manufacturing.

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29. Limitation of liability

The liability of DNA \ LTB BV for damages arising from an agreement with a client is always limited to DNA \ LTB BV's agreed fee.

30. Warranty for delivered materials

The client indemnifies DNA \ LTB BV against claims regarding the copyright on materials supplied by the client, which were used in the execution of the assignment.

31. Processing of personal data

Based on the legislation concerning the processing of personal data (such as the General Data Protection Regulation), the client has obligations towards third parties, including the obligation to provide information, giving access to and limiting, rectifying and deleting the personal data of data subjects as well as transferring this personal data to another controller.

The parties agree that DNA \ LTB BV is 'processor' with regard to the processing of personal data within the meaning of the General Data Protection Regulation and that the responsibility for the fulfilment of those obligations in the processing of personal data by means of the Service or otherwise only lies with the Client. In this respect, the provisions of the processor agreement apply to the processing of personal data.

The Client warrants to DNA \ LTB BV that the processing of personal data is lawful and that no violation is made of the rights of third parties. The Client indemnifies DNA \ LTB BV against any legal claim by third parties, on any grounds whatsoever, if this claim is related to the processing of personal data as well as any fines imposed by the Dutch Data Protection Authority or other competent supervisors.

Other provisions

32. Other conditions

The client's general and special conditions do not bind DNA \ LTB BV if and insofar as they do not conflict with the present terms and conditions and inasmuch as DNA \ LTB BV has explicitly accepted the applicability of such terms and conditions in writing.

33. Dutch law

The agreement between DNA \ LTB BV and the client is governed by Dutch law. The competent court to hear and decide disputes between DNA \ LTB BV and the client, is the court in the district where DNA \ LTB BV is established.

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DNA \ LTB BV is established in **Blaricum**, and registered in the Trade Register under number 61281239 and our VAT number is NL854282403B01.

Do you have questions? You can send these to info@dna-ltb.com and we will contact you as soon as possible.