



VISUALISATION TERMS

Definitions

In these Visualisation Terms and Conditions the following definitions apply:

- Visualisation conditions: the present provisions
- contractor: Visueeltjes
- client: the party that contracts or intends to contract Visueeltjes
- assignment: any agreement between the contractor and the client to deliver to the client in the context of Visualisation. Knowing more? Go to: www.visueeltjes.nl/en/visualisation
- quotation: any oral or written offer from Visueeltjes to enter into an assignment with us
- visual artist: authorized executor of Visueeltjes
- materials: all intellectual property rights arising from Visueeltjes in the context of the assignment - including patent rights, trademark rights, drawing or model rights and copyright - on the results from the assignment belong to Visueeltjes.

Agreement, quotation and confirmation

1.1 These Visualisation Terms and Conditions apply to all quotations and the conclusion, content and fulfillment of all agreements concluded between the client and Visueeltjes for Visualisation services/products. Deviations from these Visualisation Conditions can only be agreed in writing between the client and Visueeltjes.

1.2 Quotations are without obligation and are valid for 30 days. Price quotes may be subject to change due to an unforeseen change in the work. Prices are exclusive of VAT, including travel and accommodation costs unless otherwise agreed. The rates and offers mentioned do not automatically apply to future assignments. The client guarantees the accuracy and completeness of the information provided by or on behalf of it to Visueeltjes on which Visueeltjes bases the quotation.

1.3 Orders are confirmed in writing by the client. If the client fails to do so, but nevertheless agrees that Visueeltjes starts carrying out the assignment, the content of the quotation is deemed agreed and these Visualisation Conditions apply. Further oral agreements and stipulations only bind Visueeltjes after they have been confirmed in writing by Visueeltjes.

Execution of the agreement

2.1 Visueeltjes makes every effort to carry out the assignment carefully and independently, to represent the interests of the client to the best of its knowledge and to strive for a result that is useful to the client, as can and may be expected from a reasonable and professional acting Visueeltjes. To the extent necessary, Visueeltjes will keep the client informed of the progress of the work.

2.2 The client will do everything that is reasonably necessary or desirable to enable timely and correct delivery by Visueeltjes, such as the timely delivery of complete, sound and clear data or materials, of which Visueeltjes indicates or of which the client understands. or should reasonably understand that these are necessary for the execution of the agreement.

2.3 The assignment between the client and Visueeltjes is carried out in a hybrid manner unless otherwise agreed.

2.4 Before implementation, production, reproduction or publication, the parties give each other the opportunity to check and approve the latest version of the result.

2.5 Deviations in the (end) result compared to what has been agreed are not a reason for rejection, discount, compensation or dissolution of the agreement, if these deviations, taking all circumstances into account, are reasonably of minor importance.

2.6 Complaints will be communicated to Visueeltjes in writing as soon as possible, but in any case within ten working days after completion of the assignment, failing which the client will be deemed to have fully accepted the result of the assignment.

2.7 In the event of a delay as a result of the client not delivering complete, sound and clear data or materials on time, Visueeltjes may suspend the term for execution of the assignment. The client is expected to communicate a new term in writing, which is reasonably desirable or feasible and necessary for the execution of the agreement. Delays in what has been agreed are not a reason for rejection, discount, compensation or dissolution of the agreement, if these deviations, taking all circumstances into account, are reasonably of minor importance.



Delivery services

3.1

A term specified by the client for carrying out the assignment is indicative. The term of the assignment starts after approval of the client's quotation by written confirmation and ends after approval of the client upon delivery of the agreed service/products.

3.2

The execution of the assignment takes 3 to 6 weeks, unless otherwise agreed in writing with the client. If there is a deadline, this must be communicated in writing before the start of the quotation.

a.

The introduction, Kick-off, takes place by telephone or online if otherwise agreed verbally with an authorized representative of Visueeltjes or with the performing visual artist before the first sketch is made for the assignment.

b.

In the definition phase, the visual artist sketches a sketch proposal with a maximum of two correction rounds through timely feedback to the client. The turnaround time is estimated to be 1 to 2 weeks.

c.

In the design phase, the visual artist designs a detailed proposal with a maximum of two correction rounds implemented through timely feedback from the client. The turnaround time is estimated to be 1 to 2 weeks.

d.

In the realization phase, the visual artist develops one proposal, which can be corrected a maximum of once, such as text changes or an existing illustration. The phase ends with approval upon delivery according to the agreed order. The turnaround time is estimated to be 1 to 2 weeks.

3.3

The client is responsible for providing Visueeltjes with the following required information in the run-up to the Kick-off or during the term of the agreement:

a.

Writers' paper or hardcopy / photos of outputs / digital writers' files / artwork files / editable source files as agreed;

b.

Other materials supplied by the client for the purpose of the assignment.

3.4

For the correction rounds, the client provides timely feedback on the submitted (interim) proposals, which Visueeltjes indicates that it understands. This includes a telephone or written explanation of any text changes or the provision of images. If Visueeltjes is forced to make more corrections than agreed, this work will be paid for separately, see article 7.3

3.5

Visueeltjes is, in the event of a written term agreed upon, responsible for the timely delivery of the result regarding:

a.

Paper or hard copy of Visualisation / digital illustration files / editable source files if agreed.

b.

Other materials to be supplied by Visueeltjes in accordance with the agreement.

Involvement of third parties

4.1

Unless otherwise agreed, assignments are given to third parties in the context of the execution of the assignment, by or on behalf of the client. At the request of the client, Visueeltjes can act as an authorized representative, at the expense and risk of the client. Parties can agree on a further compensation for this.

4.2

If Visueeltjes draws up a budget for third party costs at the request of the client, this budget is indicative. If desired, Visueeltjes can request quotes on behalf of the client.

4.3

If, during the execution of the assignment, Visueeltjes obtains goods or services from third parties at its own expense and risk, after which these goods or services are passed on to the client, the provisions of the Visualisation Conditions of and/or separate agreements with the supplier with regard to the warranty and liability also towards the client.

4.4

If Visueeltjes, whether or not in the name of the client, provides assignments or instructions to production companies or other third parties, the client will confirm the approval referred to in Article 2.4 of these Visualisation Conditions in writing at the request of Visueeltjes.

4.5

The client will not engage third parties without consultation with Visueeltjes if this could influence the execution of the assignment as agreed with Visueeltjes. Where appropriate, the parties will discuss which other contractors will be engaged and which work will be assigned to them.

4.6

Visueeltjes is not liable for errors or defects in products or services of third parties engaged by or on behalf of the client, regardless of whether they have been introduced by Visueeltjes. The client must address these parties himself. Visueeltjes can provide assistance with this if desired.



Intellectual property rights and proprietary rights

5.1

All intellectual property rights arising from the assignment - including patent rights, trademark rights, drawing or model rights and copyright - on the results from the assignment belong to Visueeltjes. To the extent that such a right can only be obtained through a deposit or registration, only Visueeltjes is authorized to do so, unless otherwise agreed.

5.2

The parties may agree that the rights referred to in the first paragraph will be transferred in whole or in part to the client. This transfer and any conditions under which the transfer takes place are always recorded in writing. Until the moment of transfer, a right of use is provided as regulated in article 4 of these Visualisation Terms and Conditions.

5.3

Visueeltjes has the right at all times to have his/her name mentioned or removed from, near, or in publicity surrounding the result of the assignment - in the usual manner for that result. The client is not permitted to publish or reproduce the result without mentioning the name of Visueeltjes without prior permission from Visueeltjes.

5.4

Unless otherwise agreed, the (originals of the) results (such as designs, design sketches, concepts, advice, reports, budgets, estimates, working drawings, illustrations, photos, prototypes, models, (partial) products, films, (audio and video) presentations, source codes and other materials or (electronic) files, etc.) are the property of Visueeltjes, regardless of whether they have been made available to the client or to third parties.

5.5

After completion of the assignment, neither the client nor Visueeltjes have any obligation to store the materials and data used, unless otherwise agreed.

5.6 Unless expressly agreed otherwise in writing, the Visualisations remain the property of Visueeltjes. The client is not permitted to do so without it

5.7 The name of Visueeltjes must be stated appropriately in the publication. Consider the brand name, website mention or Visueeltjes logo.

Use of the result

6.1

When the client fully complies with his obligations under the agreement with Visueeltjes, he obtains the right to use the result of the assignment in accordance with the

agreed purpose. If no agreements have been made about the destination, the right of use will be limited to that use for which the order has (apparently) been issued. The right to use is exclusive, unless the nature of the agreement dictates otherwise or otherwise agreed.

6.2

If the result also relates to works subject to third party rights, the parties will make additional agreements on how the use of these works will be arranged.

6.3

Without written permission, the Client does not have the right to adjust the result of the assignment, to (re)use or implement it more broadly or in a different way than agreed, or to have this done by third parties. Visueeltjes may attach conditions to this permission, including the payment of a fair compensation.

6.4

In the event of broader or different use not agreed upon, including modification, mutilation or impairment of the provisional or final result, Visueeltjes is entitled to compensation for infringement of his/her rights of at least three times the agreed fee, or at least compensation that is reasonable and fair in relation to the infringement committed, without losing any other rights.

6.5

The client is no longer permitted to use the results made available and any right of use granted to the client in the context of the assignment lapses, unless the consequences thereof are contrary to reasonableness and fairness:

a.

from the moment that the client does not or does not fully fulfill his (payment) obligations under the agreement or is otherwise in default;

b.

if the assignment is terminated prematurely for reasons stated in article 9.1 of these Visualisation Terms and Conditions;

c.

in the event of bankruptcy of the client, unless the relevant rights have been transferred to the client in accordance with Article 5.2 of these Visualisation Conditions.

6.6

Taking into account the interests of the client, Visueeltjes has the freedom to use the results for its own publicity, acquisition of assignments, promotion, including competitions and exhibitions, etc., and to borrow them when it concerns physical results. .

Fees and costs

7.1

Visueeltjes is entitled to a fee for carrying out the



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Capture and spread information by understandable and valuable drawings.

assignment. This may consist of an hourly rate, a consultancy fee, a fixed amount, whether or not related to the project sum or any other compensation to be agreed between the parties.

7.2

In addition to the agreed fee, the costs incurred by Visueeltjes for the execution of the assignment, such as office, travel and accommodation costs, costs for prints, copies, (print) proofs, prototypes, and third-party costs for advice, production and guidance, etc., eligible for reimbursement. These costs are specified in advance as much as possible, except when a surcharge percentage is agreed.

7.3

With prior approval from the client for the addition of the giveaways, the Visueeltjes drawing toolkits for each workshop participant, these costs are also eligible for reimbursement. These costs are specified in advance as much as possible.

7.4

If Visueeltjes is forced to perform more or different work than agreed, such as changing the briefing or delay as a result of a change, this work will be paid separately on the basis of the usual Visueeltjes fee rates. Visueeltjes will inform the client of this in advance, unless this is not possible due to circumstances or the nature of the work does not allow postponement.

7.5

If Visueeltjes is forced to perform more or different work due to late or non-delivery of complete, sound and clear data/materials, due to a changed or incorrect assignment or briefing, or due to external circumstances, this work will be honored separately, at on the basis of the usual fee rates charged by Visueeltjes. Visueeltjes will inform the client of this in advance, unless this is not possible due to circumstances or the nature of the work does not allow postponement.

7.6

If the execution of the assignment is delayed or interrupted due to circumstances that cannot be attributed to Visueeltjes, the client is obliged to reimburse any costs this entails or any work performed. Visueeltjes will try to limit costs as much as possible.

Payment and suspension

8.1

All payments must be made without deduction, settlement or suspension, within 30 days of the invoice date, unless otherwise agreed in writing or the invoice states otherwise.

8.2

All goods delivered to the client remain the property of Visueeltjes until all amounts that the client owes to Visueeltjes on the basis of the agreement concluded

between the parties have been paid in full to Visueeltjes.

8.3

If the client is in default of full or partial payment of the amounts due, the client owes statutory interest and extrajudicial collection costs, which amount to at least 10% of the invoice amount with a minimum of € 150 excl. VAT.

8.4

Visueeltjes ensures timely invoicing. In consultation with the client, Visueeltjes may charge agreed fees and costs as an advance, interim or periodically.

8.5

Visueeltjes may suspend the execution of the assignment after the payment term has expired and the client, after being reminded in writing to pay within 14 days, fails to do so, or when Visueeltjes must understand due to a communication or behavior of the client that payment is not due. will stay.

8.6

Visueeltjes will invoice the total amount once after delivery of the agreed products. If otherwise agreed. Every invoice from Visueeltjes contains a payment term of thirty days.

Amendment, termination and dissolution of the agreement

9.1

If the client terminates the agreement without there being any culpable shortcoming on the part of Visueeltjes, or if the Visueeltjes terminates the agreement due to an attributable shortcoming in the performance of the agreement by the client, the client is, in addition to the fee and the costs incurred, in relation to the work carried out up to that time, compensation is due. Behavior of the client on the basis of which Visueeltjes can no longer reasonably be expected to complete the assignment will in this context also be regarded as an attributable shortcoming.

9.2

The compensation referred to in the previous paragraph includes at least the costs arising from the obligations entered into by Visueeltjes in its own name with third parties for the fulfillment of the assignment, as well as at least 30% of the remaining part of the fee that the client will pay upon full fulfillment of the assignment. order would be due.

9.3

Both Visueeltjes and the client have the right to immediately terminate the agreement in whole or in part, and all amounts due become immediately due and payable if a request for bankruptcy, (provisional) suspension of payment or debt restructuring is submitted with regard to the other party.



9.4

If the work of Visueeltjes consists of repeatedly performing similar work, this is a continuing performance agreement, unless otherwise agreed in writing. This agreement can only be terminated by written notice with due observance of a reasonable notice period of at least three months, during which period the client will continue to purchase the usual amount of work from Visueeltjes or will compensate them financially.

9.5

The client has the right to change the briefing during the execution order. The client will notify Visueeltjes in writing in a timely manner. If Visueeltjes is forced to perform more or different work than agreed, this work will be paid for separately, see articles 7.4 and 7.5.

Warranties and Disclaimers

10.1

Visueeltjes guarantees that the product/services provided are made by him/her, are therefore original and exclusive and that, if the result is subject to copyright, he/she is considered the creator within the meaning of the Copyright Act and the copyright holder of the work. Visueeltjes guarantees that the result of the assignment at the time of its completion, as far as he/she knows or should reasonably know, does not infringe the rights of third parties or is otherwise unlawful.

10.2

When the client uses the results of the assignment, the client indemnifies Visueeltjes or third parties engaged by Visueeltjes for the assignment against all claims from third parties arising from the applications or use of the result of the assignment. This does not affect the liability of Visueeltjes towards the client for non-compliance with the guarantees referred to in the previous paragraph and other liability as referred to in Article 11 of these Visualisation Conditions.

10.3

The client indemnifies Visueeltjes against claims relating to intellectual property rights to all materials and/or data provided by the client and used in the execution of the assignment.

Liability

11.1

Visueeltjes always has the right, if and as far as possible, to undo the client's damage. In the event of an attributable shortcoming, Visueeltjes must first be given written notice of default, with a reasonable period in which to still fulfill his/her obligations, or to correct any errors or to limit or eliminate damage.

11.2

Visueeltjes is only liable to the client for direct damage attributable to Visueeltjes. Liability of Visueeltjes for indirect damage, including consequential damage, lost profits, lost savings, mutilated or lost data or materials, or damage due to business stagnation, is excluded. For all direct damage suffered by the client, directly related to or caused by late or improper execution of the assignment, Visueeltjes' liability is limited to the invoice amount of the assignment in question.

11.3

Except in the event of intent or deliberate recklessness on the part of the Visueeltjes, the liability of the Visueeltjes is limited to the fee of the Visueeltjes for the assignment, or at least that part of the assignment to which the liability relates. This amount does not exceed €5,000 and is in any case limited at all times to a maximum of the amount that the insurer pays out to the Visueeltjes in the appropriate case. The amount for which Visueeltjes is liable in the appropriate case will be reduced by any sums insured by the client.

11.4

For all indirect damage, including delays in the normal course of affairs in the client's company, in any way related to or caused by an error in the execution of the work by Visueeltjes, except in the case of intent or gross negligence, this will never be payable. responsible.

11.5

Visueeltjes is not liable for damage or destruction of products and data in general and during transport or during shipment by post, regardless of whether the transport or shipment is done by or on behalf of the client, Visueeltjes or third parties.

11.6

Any liability expires after two years from the moment the assignment ends due to completion, cancellation or dissolution.

11.7

The Client indemnifies Visueeltjes against all claims from third parties (including intellectual property of supplied material) that are directly or indirectly related to the execution of the agreement.

Other provisions

12.1

If the client wishes to simultaneously provide the same assignment to others than Visueeltjes or has previously assigned the assignment to someone else, he will inform the contractor of this, stating the names of these others.

12.2

The client is not permitted to transfer any right under an agreement concluded with Visueeltjes to third parties, other than in the case of transfer of his entire company or with written permission from Visueeltjes.



12.3

The parties are obliged to maintain confidentiality of all confidential information, facts and circumstances that come to the attention of the other party in the context of the assignment, from each other or from another source, of which it can reasonably be understood that disclosure or communication to third parties would prevent Visueeltjes. or could cause damage to the client. Third parties involved in the execution of the assignment will be bound by the same confidential treatment with regard to these facts and circumstances originating from the other party.

12.4

If any provision of these Visualisation Terms and Conditions is void or annulled, the other provisions of these Visualisation Terms and Conditions will remain in full force and effect. In that case, the parties will enter into consultation with the aim of agreeing on new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and scope of the void or voided provisions.

12.5

Dutch law applies to the agreement between Visueeltjes and the client. The parties will initially attempt to resolve any dispute by mutual agreement. Unless the parties have expressly agreed to arbitration in writing, the legally competent court, or the judge in the district where Visueeltjes is located, at the discretion of Visueeltjes, will hear disputes between Visueeltjes and the client.

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