



KAESS

CREATIVE AGENCY FOR IMPACT

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Art. 1. Definitions

- 1.1 The term 'contractor' is understood in these terms and conditions to mean Bureau KAESS.
- 1.2 The term 'client' is understood to mean the person who commissioned the work.
- 1.3 The term 'assignment' is understood to mean a request from the client to the contractor to perform work in return for payment.
- 1.4 The term 'work' is understood to mean everything the contractor does, makes and/or undertakes on behalf of the client.

Art. 2. General

- 2.1 The general terms and conditions apply to all offers, work, quotations, deliveries and agreements between the contractor and clients, respectively their legal successors, unless expressly deviated from in writing.
- 2.2 These conditions can be made known by mention on letter paper, quotation, order confirmation, invoice or electronic documents, or by other methods.

Art. 3. Secrecy

Bureau KAESS and its staff are obliged to maintain the confidentiality of information obtained from the client in the context of the assignment which is known or can assumed to be confidential. This confidentiality also extends beyond the termination of the contract.



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Art. 4. Offers

4.1 All offers and/or quotations from Bureau KAESS given orally, in writing, by telephone, facsimile or electronically remain without obligation, unless explicitly stated otherwise in a written quotation.

4.2 All information and/or specifications included in an offer are provided in good faith but are always approximate and are not binding for Bureau KAESS.

Art. 5. Agreements

5.1 An agreement between the client and the contractor is established when Bureau KAESS confirms an assignment in writing or when Bureau KAESS begins with the execution of the assignment.

5.2 Any additional agreements or amendments shall be binding only if confirmed in writing by Bureau KAESS.

Art. 6. Assignments and period of implementation

6.1 Any time period specified by Bureau KAESS within which a particular assignment will be carried out serves a solely indicative purpose, unless expressly stated in writing that it concerns a final deadline.

6.2 The binding of Bureau KAESS to an agreed deadline for the carrying out of an assignment is void if the client fails to meet any obligation arising from the agreement or does not do what is reasonably necessary or desirable to enable the timely carrying out of the assignment.

6.3 Changes to an assignment that has already been started can cause the originally agreed deadline to be exceeded. Changes that result in higher costs than those detailed in the quotation will be charged to the client additionally.

6.4 Transgressions of the period of implementation as a result of (general) conditions of other third parties engaged by the contractor are not transgressions insofar as the contractor informs the client in writing as soon as this becomes known.

6.5 The sickness and temporary or permanent incapacity for work of a communications advisor at Bureau KAESS absolves Bureau KAESS from having to meet the agreed delivery time or of its delivery obligation,



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without the client being able to assert any right to compensation for costs and damages for this reason.

6.6 In case of force majeure - as stated in Article 6.5 - Bureau KAESS shall immediately notify the client. For two weeks from receiving this notice, the client has the right to cancel a communication project in writing, however, with the obligation to purchase and compensate for any parts of a communication project already executed by Bureau KAESS.

Art. 7. Fees, charges and tariffs

7.1 The remuneration of the communication advisors from Bureau KAESS is based on hourly and project tariffs, unless another method of payment is agreed upon. The hourly tariff is included in the agreement.

7.2 Necessary travel and administrative expenses such as telephone, fax, postage, photocopying and printing costs and costs from third parties that are necessary and are created by Bureau KAESS in accordance with the agreement in the context of a communication project will be charged separately in addition to the hourly tariffs.

7.3 Unless expressly agreed otherwise, all amounts are in euro and exclusive of sales tax.

7.4 The client will pay the costs of third parties that are created by Bureau KAESS in the context of communication projects directly to the third parties concerned. If the payment to third parties is made through Bureau KAESS, then the latter is entitled to demand an advance fee on top of the costs.

7.5 Declarations of the fee owed and other costs are made monthly. For assignments which are completed within a month, the declaration is made following the completion of the work. An advance on the fees and charges can be agreed. Costs from third parties can be passed on immediately upon receipt of invoices from third parties.

7.6 Bureau KAESS is obliged to keep a record of the hours and costs per advisor and to make this available for inspection at the request of the business relation. This obligation applies only if work is not being carried out according to a fixed fee on the basis of an agreement. can be passed on immediately upon receipt of invoices from third parties.



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7.6 Bureau KAESS is obliged to keep a record of the hours and costs per advisor and to make this available for inspection at the request of the business relation. This obligation applies only if work is not being carried out according to a fixed fee on the basis of an agreement.

Art. 8. Terms of payment

8.1 Payment must be made - unless otherwise agreed - within 14 days of the invoice date to the bank account indicated on the invoice.

8.2 In cases of deviation from the payment date, the client will be charged interest at the statutory rate on the invoice amount. Parts of months will be considered as full months for the calculation of statutory interest.

8.3 All costs, both judicial and extrajudicial, with respect to the recovery of the amount not timely paid, shall be borne by the business relation; these amount to at least 10% of the amount due and will be at least €100.00 (one hundred euro).

Art. 9. Intellectual property

Communication plans, (online) concepts, (online) models, (online) techniques, (online) instruments and (online) resources used for the execution of the assignment and included in the advice or research results are and remain the property of Bureau KAESS, unless otherwise agreed with the client.

Publishing can therefore occur only after receiving permission from Bureau KAESS. The client has the right to reproduce documents for use in its own organisation, to the extent appropriate within the purpose of the assignment.

Art. 10. Liability

10.1 Bureau KAESS is liable for shortcomings in the execution of the assignment, insofar as these are the result of non-observance by the agency and its employees of care, expertise and workmanship that may be trusted in the provision of advice and in the context of the assignment concerned.

10.2 The liability for the damage caused by the shortcomings is limited to the size of the fee that Bureau KAESS has received for its work in the context of that assignment. For assignments that run for more than half a year, this liability shall be further limited to a maximum of the total invoice amount for the last three months.



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10.3 Any claims made by the client for damages must be submitted within one year following the end of the contract, failing which the client forfeits his/her rights.

Art. 11. Applicable law

11.1 This agreement is exclusively governed by Dutch law.

11.2 A dispute exists when one of the parties declares that this is the case. The parties indicate the court that has jurisdiction in the domicile of Bureau KAESS as the competent court.

Art. 12. Person Registration

12.1 By entering into an agreement with Bureau KAESS, Bureau KAESS is given permission to carry out automatic processing of personal data obtained from the agreement.

12.2 This personal information will solely be used Bureau KAESS for its own activities. Bureau KAESS will manage personal data obtained in the manner prescribed by law.