

GENERAL TERMS AND CONDITIONS STUDIO STEGOSAURUS

Article 1: Definitions

In these general terms and conditions, the following terms shall have the meanings assigned to them:

1. Studio Stegosaurus: Lisanne Juliëtte Versteeg operating under the name Studio Stegosaurus, a sole proprietorship under Dutch law, located at Wandelakker 87, (4824 SJ) in Breda. Registered in the Dutch Chamber of Commerce under number: 82284261.
2. Client: the party commissioning the services.
3. Assignment or agreement: the contract for services between the client and Studio Stegosaurus.
4. General terms and conditions: the provisions set forth herein.
5. Website: www.studiostegosaurus.com

Article 2: General

1. These general terms and conditions apply to all quotations, assignments, and additional and/or follow-up assignments between Studio Stegosaurus and the client.
2. The applicability of the client's general terms and conditions is explicitly excluded, unless otherwise agreed.
3. The client accepts the applicability of these general terms and conditions, among other things, by requesting a quotation from Studio Stegosaurus, entering into an agreement with Studio Stegosaurus, and commissioning Studio Stegosaurus to carry out work.
4. Deviations from these general terms and conditions can only be agreed upon in writing.
5. If any provision in these general terms and conditions is null and void or is nullified, the remaining provisions shall remain in full force and effect.

Article 3: Quotations and the conclusion and content of agreements

1. Quotations from Studio Stegosaurus are non-binding and valid for thirty (30) days from the date stated on the quotation.
2. No rights can be derived from typographical errors, clerical errors, or mutilated quotations.
3. Quotations from Studio Stegosaurus are based on the information provided by the client. The client provides all information necessary for the execution of the assignment to the best of their knowledge.
4. The agreement between Studio Stegosaurus and the client is concluded upon receipt by Studio Stegosaurus of a signed quotation from the client, written approval by the client of the quotation, or upon the actual commencement of the assignment by Studio Stegosaurus without immediate objection from the client.
5. If the client's acceptance deviates from the offer made in the quotation, Studio Stegosaurus is not bound by it unless Studio Stegosaurus agrees to it in writing.
6. Quotations do not automatically apply to future assignments.
7. The prices for services and goods provided by third parties are not included in Studio Stegosaurus's prices and are the responsibility of the client.

Article 4: Subscriptions

1. Studio Stegosaurus offers subscriptions that the client can request and conclude upon acceptance of the quotation.

2. The minimum term of a subscription with Studio Stegosaurus is six (6) months. The subscription cannot be terminated prematurely. At the end of the subscription term, it can be terminated with one (1) month's notice.
3. If no termination occurs as discussed in paragraph 2 of this article, the subscription will be automatically renewed for one (1) month. Termination takes place with one (1) month's notice.
4. Payment is made by direct debit or by payment of the monthly amount, with Studio Stegosaurus sending an invoice each time.
5. If direct debit fails, an administrative fee of €35 is due for each failed debit.
6. If payment is made by direct debit, a pre-notification of the direct debit will be sent 7 days prior to the debit.

Article 5: Execution of the agreement

1. Studio Stegosaurus will carry out the assignment to the best of its knowledge and ability, and in accordance with the requirements of good craftsmanship. The execution of the work by Studio Stegosaurus is therefore an obligation of effort and does not contain a commitment to achieve a specific result for Studio Stegosaurus.
2. The delivery times specified by Studio Stegosaurus are indicative and are not to be considered as firm deadlines. The client cannot derive any rights from exceeding the agreed or stated delivery time by Studio Stegosaurus.
3. Unless otherwise specified in the quotation, a maximum of 3 revision rounds are included in the price for design work.
4. Unless otherwise specified in the quotation, a maximum of 2 revision rounds are included in the price for the final product.
5. If and to the extent that a proper execution of the agreement requires it, Studio Stegosaurus has the right to have certain activities performed by third parties.
6. If Studio Stegosaurus engages third parties, this will, if possible, be done in consultation with the client. Studio Stegosaurus will only engage these third parties after reaching agreement with the client and with due care.
7. The costs of third parties are borne by the client. These costs are not included in the agreed price between the parties, unless otherwise agreed in writing.

Article 6: Client cooperation

1. The applicable agreements regarding the agreement are described in the quotation. If during the execution of the assignment it appears that the quotation contains ambiguities, the parties will enter into consultation to resolve them. Studio Stegosaurus will only commence with the subsequent activities after receiving an approved and accepted assignment description by both parties.
2. The client timely provides all documents and data required by Studio Stegosaurus for the execution of the assignment.
3. The client ensures timely and constructive feedback and approval to Studio Stegosaurus.
4. In the event of cancellation or rescheduling of appointments, such as meetings, gatherings, recording days, etc., the following cancellation costs apply:
 - a. Up to 1 week before the appointment: free rescheduling or cancellation.
 - b. 6 to 4 days before the appointment: 25% of the usual costs for the appointment, including any costs for rented equipment.
 - c. 3 to 2 days before the appointment: 50% of the usual costs for the appointment, including any costs for rented equipment.

- d. 1 day before the appointment: 100% of the usual costs for the appointment, including any costs for rented equipment.

Article 7: Price, hourly rate, and payment

1. A price is agreed upon in advance and included in the agreement. Prices are exclusive of third-party costs.
2. Studio Stegosaurus is entitled to request an advance payment. In the case of a consumer client, the advance payment will not exceed 50% of the agreed price.
3. The travel expenses incurred by Studio Stegosaurus for the execution of the agreement will be invoiced based on actual costs in the final invoice.
4. Invoices must be paid no later than 14 days after the invoice date.
5. If the client and Studio Stegosaurus have agreed on an hourly rate, the client is liable for the fee and any costs of third parties.
6. Until the assignment is completed, Studio Stegosaurus may invoice interim payments.
7. If an hourly rate has been agreed upon, Studio Stegosaurus may invoice an advance payment before commencing work. This advance payment will be offset against the final invoice.
8. The client shall settle invoices no later than 14 days after the invoice date, failing which the client shall be in default without notice and shall be liable for statutory commercial interest, with a portion of a month counting as a full month.
9. In the event of liquidation, bankruptcy, or a moratorium on payment of the client, the claims against the client are immediately due and payable.

Article 8: Suspension and termination

1. Studio Stegosaurus is entitled to suspend the fulfillment of its obligations or to dissolve the agreement if:
 - a. The client does not, not properly, or not timely fulfill its obligations under the agreement or fails to do so in full;
 - b. After the conclusion of the agreement, Studio Stegosaurus becomes aware of circumstances that give good reason to fear that the client will not fulfill its obligations. If there is good reason to fear that the client will only partially or improperly fulfill its obligations, the suspension is only permitted insofar as justified by the shortcomings.
2. Furthermore, Studio Stegosaurus is entitled to dissolve the agreement (or have it dissolved) if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or, according to standards of reasonableness and fairness, can no longer be required, or if other circumstances arise that are of such a nature that unaltered maintenance of the agreement cannot reasonably be expected.
3. If the agreement is dissolved, the claims of Studio Stegosaurus on the client are immediately due and payable.
4. If Studio Stegosaurus suspends fulfillment of its obligations or dissolves the agreement, it shall in no way be liable for damages and costs incurred by the client in any way.

Article 9: Intellectual property rights

1. All intellectual property rights on all works, including but not limited to photographs, films, designs, logos, written texts, websites, and other material prepared by Studio Stegosaurus within the framework of the agreement, rest exclusively with Studio Stegosaurus or its licensors.

2. The client is not permitted to reproduce, disclose, or otherwise exploit these works, except within the scope of the agreement.
3. Studio Stegosaurus reserves the right to use the knowledge gained in the execution of the work for other purposes, insofar as no confidential information is disclosed to third parties.

Article 10: Liability and indemnification

1. Studio Stegosaurus is not liable for damage of any nature whatsoever resulting from incorrect or incomplete data provided by the client.
2. Studio Stegosaurus is not liable for indirect damage, including consequential damage, lost profit, lost savings, and damage due to business interruption.
3. If Studio Stegosaurus is liable for any damage, the liability of Studio Stegosaurus is limited to the amount of the payment made by the insurance company.
4. If, for whatever reason, the insurance company does not pay out, any liability is limited to the invoice amount, excluding VAT, of the relevant agreement.
5. The client indemnifies Studio Stegosaurus against claims from third parties for damage or loss that is related to the agreement.
6. The limitations of liability contained in this article do not apply if the damage is due to intent or gross negligence on the part of Studio Stegosaurus or its management staff.

Article 11: Confidentiality

1. Both parties are obliged to maintain the confidentiality of all confidential information that they have received from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.
2. If, on the basis of a statutory provision or a court order, Studio Stegosaurus is obliged to provide confidential information to third parties designated by law or the competent court, and Studio Stegosaurus cannot invoke a statutory or competent court-recognized right of confidentiality, Studio Stegosaurus is not obliged to pay damages or compensation, and the other party is not entitled to terminate the agreement on the grounds of any damage resulting therefrom.

Article 12: Force majeure

1. Neither party is obliged to fulfill any obligation if prevented from doing so as a result of force majeure. Force majeure shall in any case be understood to mean: illness of key persons within the company, traffic disruptions, fire, power failures, malfunctions in a (telecommunications) network or connection, loss of internet connection, or any other circumstance that cannot be attributed to Studio Stegosaurus, or if Studio Stegosaurus is unable to fulfill its obligations towards the client due to circumstances that cannot be attributed to Studio Stegosaurus or for which Studio Stegosaurus cannot be held accountable by law, legal act, or generally accepted views.
2. Studio Stegosaurus is also entitled to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after Studio Stegosaurus should have fulfilled its obligation.
3. During the period of force majeure, the parties' obligations are suspended. If the period of force majeure lasts longer than two months, each party is entitled to dissolve the agreement without any obligation to pay damages to the other party.

Article 13: Amendment to the terms and conditions

1. Studio Stegosaurus is entitled to amend these general terms and conditions. Studio Stegosaurus will announce changes or additions to the general terms and conditions in writing or electronically.
2. Changes or additions will also apply to existing agreements with due observance of a period of 30 days after notification, unless otherwise specified by Studio Stegosaurus.
3. If the client does not wish to accept a change or addition to these terms and conditions, the client can dissolve the agreement until the date on which the new terms and conditions take effect.

Article 14: Applicable law and disputes

1. All legal relationships to which Studio Stegosaurus is a party are exclusively governed by Dutch law, even if an obligation is wholly or partially carried out abroad or if the party involved in the legal relationship is domiciled there.
2. The applicability of the Vienna Sales Convention is excluded.
3. Disputes between Studio Stegosaurus and the client that arise from or are related to agreements concluded between Studio Stegosaurus and the client will be submitted to the competent court in the Netherlands.