

## GENERAL TERMS AND CONDITIONS The Seventies neck straps

Chamber of Commerce registration number 321193030000 VAT no. VAT NL001973352B23

Article 1 Definitions 1. In these general terms and conditions, the following terms are used in the following meaning. User: The seventies neckstraps. Client: the other party of the user. Agreement: the agreement to provide services.

Article 2 General 1. These conditions apply to every offer, quotation and agreement between the user and a client to which the user has declared these conditions applicable, insofar as the parties have not expressly deviated from these conditions in writing. 2. The present terms and conditions also apply to all agreements with the user, for the implementation of which third parties must be involved. 3. Any deviations from these general terms and conditions are only valid if they have been expressly agreed in writing. 4. The applicability of any purchase or other conditions of the client is expressly rejected. 5. If one or more of the provisions in these general terms and conditions are null and void or should be annulled, the other provisions of these general terms and conditions will remain fully applicable. User and client will then enter into consultation in order to agree on new provisions to replace the void or voided provisions, whereby the purpose and intent of the original provision will be taken into account if and as much as possible.

Article 3 Offers and quotations 1. All offers are without obligation, unless a term for acceptance is stated in the offer. 2. The quotations made by the user are without obligation and valid for 30 days, unless indicated otherwise. The user is only bound by the offers if the acceptance thereof is confirmed in writing by the other party within 30 days, unless indicated otherwise. 3. The prices in the said offers and quotations are exclusive of VAT. 4. If the acceptance (on minor points) deviates from the offer included in the quotation, the user is not bound by it. The agreement will then not be concluded in accordance with this deviating acceptance, unless the user indicates otherwise. 5. A composite quotation does not oblige the user to perform part of the assignment for a corresponding part of the stated price. 6. Offers or quotations do not automatically apply to future orders

Article 4 Execution of the agreement 1. User will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the state of science known at that time. 2. If and insofar as required for the proper execution of the agreement, the user has the right to have certain activities performed by third parties. 3. The client shall ensure that all information, which the user indicates is necessary or which the client should reasonably understand to be necessary for the execution of the agreement, is provided to the user in a timely manner. If the information required for the execution of the agreement has not been provided to the user in time, the user has the right to suspend the execution of the agreement and/or to charge the client for the additional costs resulting from the delay in accordance with the usual rates. .

4. The user is not liable for damage, of whatever nature, because the user has based on incorrect and/or incomplete information provided by the client. 5. If it has been agreed that the agreement will be executed in phases, the user may suspend the execution of those parts belonging to a following phase until the client has approved the results of the preceding phase in writing. 6. If by user

or third parties engaged by the user are performed in the context of the assignment at the client's location or a location designated by the client, the client will provide the facilities reasonably desired by those employees free of charge. 7. The client indemnifies the user against any claims from third parties who suffer damage in connection with the execution of the agreement and which is attributable to the client.

Article 5 Amendments to the agreement 1. If during the execution of the agreement it appears that it is necessary for a proper execution to change or supplement the work to be performed, the parties will adjust the agreement accordingly in good time and in mutual consultation. 2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected as a result. The user will inform the client of this as soon as possible. 3. If the amendment or addition to the agreement will have financial and/or qualitative consequences, the user will inform the client about this in advance. 4. If a fixed fee has been agreed, the user will indicate to what extent the amendment or supplement to the agreement will result in this fee being exceeded. 5. Contrary to paragraph 3, the user will not be able to charge additional costs if the change or addition is the result of circumstances that can be attributed to the user.

Article 6 Contract duration; execution period 1. The agreement between the user and a client is entered into for a definite period of time, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing. 2. If a term has been agreed within the term of the agreement for the completion of certain activities, this is never a strict deadline. If the execution term is exceeded, the client must therefore give the user written notice of default.

Article 7 Fee 1. The parties can agree on a fixed fee when the agreement is concluded. 2. If no fixed fee is agreed, the fee will be determined on the basis of hours actually spent. The fee is calculated in accordance with the user's usual hourly rates, applicable for the period in which the work is performed, unless a deviating hourly rate has been agreed. 3. The fee and any cost estimates are exclusive of VAT. 4. The user may increase the fee if it appears during the performance of the work that the originally agreed or expected amount of work was estimated to such an extent when the agreement was concluded, and this is not attributable to the user, that it cannot reasonably be expected. User may be expected to perform the agreed work for the originally agreed fee. In that case, the user will inform the client of the intention to increase the fee or rate.

Article 8 Payment 1. Payment must be made within 14 days of the invoice date, in a manner to be indicated by the user in the currency in which the invoice is made. Objections to the amount of the invoices do not suspend the payment obligation. 2. All correspondent costs and other bank costs are at the expense of the client (OUR). 3. If the client fails to pay within the period of 14 days, the client is legally in default. In that case, the client owes an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest applies. The interest on the amount due and payable will be calculated from the moment the client is in default until the moment of payment of the full amount. 4. In the event of liquidation, bankruptcy, attachment or suspension of payment of the client, the claims of the user on the client are immediately due and payable. 5. The user has the right to have the payments made by the client go first of all to reduce the costs, then to reduce the interest due and finally to reduce the principal sum and the current interest. User can, without being in default as a

result, refuse an offer of payment if the client designates a different order for the allocation. The User may refuse full repayment of the principal if the outstanding and accrued interest as well as the costs are not also paid.

Article 9 Retention of title 1. All goods delivered by the user, including reports, annual accounts, annual accounts, advice, software, (electronic) files, etc., remain the property of the user until the client has fulfilled all the following obligations under all agreements concluded with the user . 2. The client is not authorized to pledge or in any other way encumber the goods subject to retention of title. 3. If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the client is obliged to inform the user of this as soon as can reasonably be expected. 4. The client undertakes to insure and keep insured the goods delivered subject to retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on first request. 5. In the event that the user wishes to exercise his property rights referred to in this article, the client already now grants unconditional and irrevocable permission to the user or third parties to be designated by him to enter all those places where the user's property is located and which to take things back.

Article 10 Collection costs 1. If the client is in default or fails to fulfill one or more of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the client. If the client fails to pay a sum of money on time, he forfeits an immediately due and payable fine of 15% on the amount still owed. This with a minimum of € 50.00. 2. If the user has incurred higher costs, which were reasonably necessary, these also qualify for compensation. 3. Any reasonable judicial and execution costs incurred will also be borne by the client. 4. The Client owes interest on the collection costs incurred.

Article 11 Investigation, complaints 1. Complaints about the work performed must be reported to the user in writing by the client within 8 days after discovery, but at the latest within 14 days after completion of the work in question. The notice of default must contain a description of the shortcoming that is as detailed as possible, so that the user is able to respond adequately. 2. If a complaint is justified, the user will still perform the work as agreed, unless this has become demonstrably pointless for the client in the meantime. The latter must be made known in writing by the client. 3. If the performance of the agreed work is no longer possible or useful, the user will only be liable within the limits of article 15.

Article 12 Termination 1. Both parties may terminate the agreement in writing at any time. In that case, the parties must observe a notice period of at least three months, unless the parties have agreed on a different notice period. 2. If the agreement is terminated prematurely by the client, the user is entitled to compensation due to the

occupancy loss that has arisen and can be substantiated, unless the termination is based on facts and circumstances that can be attributed to the user. Furthermore, the client is then obliged to pay the invoices for work performed up to that point. The provisional results of the work performed up to that point will therefore be made available to the client subject to reservation. 3. If the agreement is terminated prematurely by the user, the user will, in consultation with the client, arrange for the transfer of work still to be performed to third parties, unless the termination is based on facts and circumstances that are attributable to the

client. 4. If the transfer of the work entails additional costs for the user, these will be charged to the client.

Article 13 Suspension and dissolution 1. User is authorized to suspend the fulfillment of the obligations or to dissolve the agreement, if: - the client does not or not fully comply with the obligations under the agreement. - circumstances that have come to the attention of the user after the conclusion of the agreement give good grounds to fear that the client will not fulfill its obligations. If there is good reason to fear that the client will only partially or not properly comply, suspension is only permitted insofar as the shortcoming justifies it. - upon entering into the agreement, the client was requested to provide security for the fulfillment of its obligations under the agreement and this security is not forthcoming or is insufficient. 2. Furthermore, the user is authorized to dissolve the agreement (or have it dissolved) if circumstances arise which are of such a nature that fulfillment of the agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise which nature that unaltered maintenance of the agreement cannot reasonably be expected. 3. If the agreement is dissolved, the user's claims against the client are immediately due and payable. If the user suspends the fulfillment of the obligations, he retains his claims under the law and the agreement. 4. User always reserves the right to claim compensation.

Article 14 Return of items made available 1. If the user has made items available to the client during the execution of the agreement, the client is obliged to return the delivered goods within 14 days in their original condition, free of defects and in full. If the client does not comply with this obligation, all costs arising from this will be for his account. 2. If the client, for whatever reason, after a reminder to that effect, still fails to fulfill the obligation referred to under 1., the user has the right to recover the resulting damage and costs, including the costs of replacement, from the client.

Article 15 Liability 1. If the user should be liable, this liability is limited to what is regulated in this provision. 2. If the user is liable for direct damage, that liability is limited to a maximum of the invoice amount. The liability is at all times limited to a maximum of the amount of the payment to be made by the user's insurer in the appropriate case. 3. Contrary to the provisions under 2. of this article, in the case of an assignment with a duration longer than six months, the liability is further limited to the fee part owed over the last six months. 4. Direct damage is exclusively understood to mean: - the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions; - the reasonable costs incurred to have the defective performance of the user comply with the agreement, unless these cannot be attributed to the user; - reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions. 5. User is never liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption. 6. The limitations of liability for direct damage included in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of the user or his subordinates.

Article 16 Indemnification 1. The client indemnifies the user against claims from third parties with regard to intellectual property rights on materials provided by the client

or data, which are used in the execution of the agreement. 2. If the client provides the user with information carriers, electronic files or software, etc., it guarantees that the information carriers, electronic files or software are free of viruses and defects.

Article 17 Transfer of risk 1. The risk of loss or damage to the goods that are the subject of the agreement transfers to the client at the moment when these are legally and/or factually delivered to the client and thus under the control of the client or of a third party to be designated by the client.

Article 18 Force majeure 1. The parties are not obliged to fulfill any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault, and neither under the law, a legal act or generally accepted for their bill comes. 2. In these general terms and conditions, force majeure is understood to mean, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, which the user cannot influence, but as a result of which the user is unable to fulfill the obligations after to come. Becoming a user's company strikes

including. 3. The user also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment occurs after the user should have fulfilled his obligations. 4. The parties can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party. 5. Insofar as the user has partially fulfilled or will be able to fulfill his obligations under the agreement at the time of the occurrence of force majeure, and the part fulfilled or to be performed has independent value, the user is entitled to fulfill or comply with that which has already been fulfilled. part to be declared separately. The client is obliged to pay this invoice as if it were a separate agreement.

Article 19 Confidentiality 1. Both parties are obliged to maintain the confidentiality of all confidential information that they have obtained 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 legal provision or a court decision, the user is obliged to provide confidential information to third parties designated by the law or the competent court, and the user cannot invoke a legal or competent If the right of non-disclosure is recognized or permitted by a court, then the user is not obliged to pay compensation or indemnification and the other party is not entitled to dissolve the agreement on the basis of any damage that has arisen as a result.

Article 20 Intellectual property and copyrights 1. Without prejudice to the other provisions of these general terms and conditions, the user reserves the rights and powers vested in that user under the Copyright Act. 2. All documents provided by the user, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended to be used by the client and may not be reproduced or made public by him without the user's prior permission. , or brought to the attention of third parties, unless the nature of the documents provided dictates otherwise. 3. User reserves the right to use the knowledge gained through the performance of the work for other purposes, insofar as no confidential information is disclosed to third parties.

Article 21 Non-takeover of personnel 1. During the term of the agreement and one year after its termination, the client will in no way whatsoever, except after proper business consultations have taken place with the user, employees of the user or of companies that the user of this agreement and who are or have been involved in the execution of the agreement, hire them or otherwise, directly or indirectly, have them work for them.

Article 22 Disputes 1. The court in the user's place of business has exclusive jurisdiction to hear disputes, unless the subdistrict court has jurisdiction. Nevertheless, the user has the right to submit the dispute to the competent court according to the law. 2. The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

Article 23 Applicable law 1. Dutch law applies to every agreement between the user and the client.

Article 24 Amendment, explanation and location of the conditions 1. These conditions have been filed at the office of the Chamber of Commerce in Hilversum. 2. The most recently filed version or the version that applied at the time of the conclusion of the agreement is always applicable.