



General Terms of Agreement Since'94– 2020

These General Terms of Agreement were last updated on November 11, 2020.

1. Definitions

Client: any natural person and / or legal entity with whom Since'94 enters into an agreement or with whom Since'94 is negotiating an agreement;

Activities: all activities that have been commissioned or that are performed by Since'94 on any other basis, all this as stated in the Offer (s) and Agreement or all activities that may be useful to the given assignment.

Offer (s): all offers and quotations that are provided by Since'94 to the Client prior to the conclusion of an agreement. Offers are valid for 14 days. Quotations can undergo changes due to an unforeseen change in the work;

Agreement: any agreement, by whatever name, between the Client and Since'94, any amendment or addition thereto, as well as any (legal) act in preparation for and for the implementation of that agreement.

Parties: Client and Since'94.

Conditions: the present General Terms and Conditions of Since'94.

2. Applicability

2.1 These Conditions apply to every Offer and every agreement concluded between the Client and Since'94.

2.2 General Terms and Conditions, under whatever name, of the Client or third parties do not apply and are expressly rejected by Since'94.

2.3 Deviations from these General Terms and Conditions are only binding if and insofar as they have been confirmed in writing by Since'94. The Client cannot derive any rights for future Offers and / or Agreements from any agreed deviations from the Conditions.

2.4 If one or more provisions in these Terms and Conditions are at any time wholly or partially null and void or destroyed, the other provisions in these Terms and Conditions will remain fully applicable. Since'94 and the Client will then enter into consultation in order to agree on new provisions to replace the invalid or voided provisions, taking into account the purpose and scope of the original provisions as much as possible.

2.5 If there is uncertainty about the interpretation of one or more provisions of these Terms and Conditions, the explanation must be "in the spirit" of these provisions.

2.6 If a situation arises between the Parties that is not included in these Conditions, this situation must be assessed in the spirit of these Conditions.

2.7 If Since'94 does not always require strict compliance with these Terms and Conditions, this does not mean that its provisions do not apply, or that Since'94 would in any way lose



the right to ensure strict compliance with the provisions of these Conditions in other cases.
Require conditions.

3. Offers

3.1 All Offers from Since'94 are without obligation, unless explicitly stated otherwise. The Offer is valid for a period of fourteen (14) days from the date of the Offer, unless a different term is included in the Offer.

3.2 Since'94 cannot be held to Offer (s) if the Client can reasonably understand that the Offers (s), or any part thereof, contain an obvious mistake or clerical error.

3.3 The prices stated in an Offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the Agreement, including travel and accommodation, shipping and administration costs, unless stated otherwise.

3.4 If the acceptance deviates (whether or not on minor points) from the offer included in the Offer, Since'94 is not bound by it. In that case, the Agreement will not be concluded in accordance with this deviating acceptance, unless Since'94 indicates otherwise.

3.5 A composite quotation does not oblige Since'94 to perform part of the assignment for a corresponding part of the stated price. Offers do not automatically apply to future collaborations.

4. Agreement

4.1 The Agreement between Since'94 and the Client is concluded after the Client has accepted the offer made by Since'94, even if this acceptance deviates from the offer on minor points. However, if the Client's acceptance deviates from the offer on essential points, the agreement will not be concluded until Since'94 has agreed to these deviations in writing.

4.2 If the Client gives an assignment to Since'94 without a prior offer, Since'94 is only bound by this assignment after Since'94 has confirmed this to the Client in writing.

4.3 If a term has been agreed for the performance of certain activities or for the delivery of certain items, this is never a strict deadline. If a term is exceeded, the Client must therefore declare Since'94 in default in writing. Since'94 should be given a reasonable period of time to still implement the Agreement.

4.4 Since'94 will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

4.5 Since'94 has the right to have certain activities performed by third parties.

4.7 Since'94 is entitled to execute the Agreement in different phases and to invoice the part thus executed separately.

4.8 If the Agreement is executed in phases, Since'94 can suspend the execution of those parts that belong to a following phase until the Client has paid the invoices already sent.

4.9 The Client will ensure that all information, of which Since'94 indicates that it is necessary or of which the Client should reasonably understand that it is necessary for the performance



of the Agreement, is provided to Since'94 in a timely manner. If the information required for the execution of the Agreement is not provided to Since'94 in time, Since'94 has the right to suspend the execution of the Agreement and / or the additional costs resulting from the delay at the then usual rates at the To charge the client. The implementation period does not start until the Client has made the data available to Since'94. Since'94 is not liable for damage of any kind, because Since'94 has assumed incorrect and / or incorrect information provided by the Client. incomplete data.

4.10 If during the execution of the Agreement it appears that it is necessary to amend or supplement it for a proper execution thereof, then the Parties will proceed to adapt the Agreement in good time and in mutual consultation. If the nature, scope or content is changed, whether or not at the request or direction of the Client, the competent authorities, etc. became. As a result, the originally agreed amount can also be increased or decreased. Since'94 will provide an estimate of this in advance as much as possible. The originally stated term of execution may also be changed by an amendment to the Agreement. The Client accepts the possibility of amendment of the Agreement, including the change in price and term of execution.

4.11 If the Agreement is amended on the basis of Article 3 paragraph 9 of these General Terms and Conditions, including an addition, Since'94 is entitled to implement it only after approval has been given by the person authorized within Since'94 and the Client has agreed to the performance stated price and other conditions, including the time to be determined at that time when it will be implemented.

4.11 Without being in default, Since'94 may submit a request to amend the for example for the work to be performed or goods to be delivered in that context.

4.12 If the Client should be in default in the proper fulfillment of what he is obliged to do towards Since'94, the Client is liable for all damage on the part of Since'94 caused directly or indirectly as a result.

4.13 If Since'94 agrees a fixed fee or fixed price with the Client, Since'94 is nevertheless entitled at all times to increase this fee or price without the Client being entitled to cancel the Agreement for that reason. dissolve, if the increase in the price arises from a power or obligation pursuant to the law or regulations or is caused by an increase in the price of raw materials, wages, etc. or on other grounds that were not reasonably foreseeable at the time of entering into the Agreement .

4.14 If the price increase other than as a result of an amendment to the Agreement amounts to more than 10% and takes place within three (3) months after the conclusion of the Agreement, then only the Client who can rely on Title 5 Section 3 of Book 6 BW is entitled to dissolve the Agreement by means of a written statement, unless Since'94:

- is then still prepared to execute the Agreement on the basis of the original agreement;

- If the price increase arises from a power or an obligation resting on Since'94 under the law;

- If it has been stipulated that the delivery will take place longer than three (3) months after the conclusion of the Agreement.



5. Suspension, dissolution and early termination

5.1 Since'94 is authorized to suspend or cancel the fulfillment of the obligation To dissolve the agreement if:

- The Client does not, not fully or not timely fulfill the obligations under the Agreement;
- Circumstances that have become known after the conclusion of the Since'94 Agreement give good reason to fear that the Client will not fulfill the obligation;
- If the Client was requested to provide security for the fulfillment of its obligations under the Agreement when concluding the Agreement and this security is not provided or is insufficient;
- If, due to delay on the part of the Client, Since'94 can no longer be expected to fulfill the Agreement under the originally agreed conditions;
- Circumstances arise of such a nature that fulfillment of the Agreement is impossible or if circumstances otherwise arise that cannot be expected of Since'94.

5.2 If the Agreement is dissolved, the claims of Since'94 against the Client are immediately due and payable. If Since'94 suspends the fulfillment of the obligations, it retains its rights under the law and Agreement.

5.3 If Since'94 proceeds to suspension or dissolution, it is in no way obliged to compensate damage or costs incurred in any way as a result.

5.4 If dissolution is attributable to the Client, Since'94 is entitled to compensation for the damage, including the costs, arising directly and indirectly as a result.

5.5 If the Agreement is terminated prematurely by Since'94, Since'94 will, in consultation with the Client, arrange for the transfer of work still to be performed to third parties, unless cancellation is attributable to the Client. If the transfer of the work entails additional costs for Since'94, these will be charged to the Client. The Client is obliged to pay these costs within the specified period, unless Since'94 indicates otherwise.

5.6 In the event of liquidation, of (application for) suspension of payments or bankruptcy, of attachment - if and insofar as the attachment is lifted within three (3) months - at the expense of the Client, of debt restructuring or another circumstance whereby the Client can no longer freely dispose of its assets, Since'94 is free to terminate the Agreement immediately and with immediate effect, either to cancel the order or the Agreement, without any obligation on its part to pay any damages or indemnification. Since'94's claims against the Client are in that case immediately due and payable

5.7 If the Client cancels the Agreement in whole or in part, the activities that have been performed and goods ordered or prepared for this, plus any supply, removal and delivery costs thereof and the time reserved for the performance of the Agreement, will be paid in full. charged to the Client.



6. Force of the majority

6.1 Since'94 is not obliged to fulfill any obligation towards the Client if he is prevented from doing so as a result of a circumstance that is not attributable to fault, and is still under the law, a legal act or generally accepted views for his bill comes.

6.2 In the Terms and Conditions, force majeure is understood to mean, in addition to what is understood in this regard in law and case law, all external causes, foreseen or unforeseen, on which Since'94 has no influence, but as a result of which Since'94 is unable to fulfill obligations.

6.3 Since'94 can suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two (2) months, then each of the Parties is entitled to dissolve the Agreement, without any obligation to pay compensation to the other party.

6.4 Insofar as Since'94 has now partially fulfilled his obligations under the Agreement at the time of the commencement of force majeure, and the fulfilled part has independent value, Since'94 is entitled to invoice the part already fulfilled separately.

7. Payments

7.1 Payment must always be made within fourteen (14) days after the invoice date, in a manner to be indicated by Since'94. Since'94 is entitled to invoice periodically.

7.2 The invoices as well as other amounts due in execution of the agreement, which are not paid within fourteen (14) days after their due date, will be increased by operation of law and without notice of default by a fixed and irreducible compensation of 20% of these amounts with a minimum of € 50.00 EUR.

7.3 Since'94 has the right to have the payments made by the Client extend first of all to deduct the costs, then to deduct the interest that has become due and finally to deduct the principal amount and the current interest. Since'94 can, without being in default, refuse an offer for payment if the Client indicates a different order for the allocation of the payment. Since'94 can refuse full repayment of the principal, if the open and accrued interest and collection costs are not also paid.

7.4 The Client is never entitled to set off the amount due to Since'94. Objections to the amount of an invoice do not suspend the payment obligation. The client who is not entitled to appeal to section 6.5.3 (articles 231 to 247 book 6 BW) is also not entitled to suspend payment of an invoice for any other reason.

7.5 If the Client is in default or omission in the (timely) fulfillment of its obligations, all reasonable costs incurred in obtaining settlement out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice. However, if Since'94 has incurred higher collection costs that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any judicial and execution costs incurred will also be recovered from the Client. The Client also owes interest on the collection costs due.



8. Complaint, limitation period

8.1 The Client is obliged to inspect the delivered goods or have them inspected immediately at the moment that the goods are made available to him or the relevant activities have been carried out. In doing so, the Client should investigate whether the quality and / or quantity of the delivered goods corresponds with what has been agreed and meets the requirements that the Parties have agreed in this respect. Any visible defects must be reported in writing to Since'94 within twenty-four (24) hours of delivery. The report must contain as detailed a description of the defect as possible, so that Since'94 is able to respond adequately. The Assignment must give Since'94 the opportunity to investigate a complaint or have it investigated.

8.2 If the Client makes a timely complaint, this does not suspend its payment obligation. In that case, the Client also remains obliged to purchase and pay for the other items ordered and what he has commissioned Since'94.

8.3 If a defect is reported later, the Client is no longer entitled to repair, replacement or compensation.

8.4 If it is established that a complaint is unfounded, the costs arising as a result, including the investigation costs, on the part of Since'94 as a result thereof, will be entirely for the account of the Client.

8.5 Contrary to the statutory limitation periods, the limitation periods of all claims and defenses against Since'94 and the third parties involved by Since'94 in the performance of an Agreement are one (1) month.

9. Liability

9.1 If Since'94 should be liable, this liability is limited to which is regulated in this provision.

9.2 Since'94 is not liable for damage, of whatever nature, caused by Since'94 based on incorrect and / or incomplete information provided by or on behalf of the Client.

9.3 If Since'94 should be liable for any damage, the liability of Since'94 is limited to a maximum of the invoice value of the assignment, at least to that part of the assignment to which liability relates.

9.4 Since'94's liability is in any case always limited to the amount paid out by its insurer, where appropriate.

9.5 Since'94 is only liable for direct damage.

9.6 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, any reasonable costs incurred to remedy Since'94 comply with the Agreement, insofar as these can be attributed to Since'94 and 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 Conditions . Since'94 is



never liability for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.

9.7 The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Since'94.

10. Disclaimer

10.1 The Client indemnifies Since'94 against any claims from third parties who suffer damage in connection with the performance of the Agreement and the cause of which is attributable to other than Since'94. If Since'94 should be sued by third parties on that basis, the Client is obliged to assist Since'94 both extrajudicially and in law and to do everything that may be expected of him in that case without delay. Should the Client default in the taking adequate measures, Since'94 is entitled to do so himself without notice of default. All costs and damage on the part of Since'94 and third parties that arise as a result, are fully at the expense and risk of the Client.

11. Intellectual property

11.1 Since'94 reserves the rights and powers vested in it under the Copyright Act and other intellectual property laws and regulations. Since'94 has the right to use the knowledge he has gained through the performance of an Agreement for other purposes, insofar as no strictly confidential information of the Client is disclosed to third parties.

11.2 Unless otherwise agreed, the Agreement does not include research into the existence of rights, including patent rights, trademark rights, drawing or design rights, copyrights or portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the Client.

11.3 A concept devised by Since'94 remains the property of Since'94 and cannot be used by the Client in a similar form. Not permitted by the Client without the prior consent of Since'94.

11.4 Unless the work does not lend itself to it, Since'94 is at all times entitled to have its name stated or removed from or with the work and the Client is not permitted to perform the work without prior permission without stating the name of to publish or reproduce the contractor.

11.5 Unless otherwise agreed, movable property purchased by Since'94 in the context of the assignment will remain the property of Since'94, regardless of whether it has been handed over to the Client or third parties.

11.6 Unless otherwise agreed, the working drawings, illustrations, prototypes, models, molds, designs, design sketches, films and other materials or (electronic) files created by Since'94 remain the property of Since'94, regardless of whether these have been made available to the Client or to third parties.

11.7 If the Client's brand name is stated on the items referred to above, Since'94 will ensure that these references to the Client's brand are removed from items after the end of the Agreement between it and the Client.



12. Exclusivity

12.1 When the activities in the Agreement relate to the solicitation and deployment of third parties (natural and / or legal persons) by Since'94, the Client is not permitted to contact them directly in the future for work that is in line with what Since'94 or is carried out through Since'94, without the intervention of Since'94 or without the written consent of Since'94.

13. Governing Law and Disputes

13.1 All Offers and Agreements are exclusively governed by Dutch law.

13.2 Disputes between the Parties are exclusively at the competent judicial authority in Amsterdam, unless the law prescribes otherwise.

14. Location and modification Conditions

14.1 These Terms have been published on the Since'94 website.

14.2 The most recently published version or the version that applied at the time of the creation of the legal relationship with Since'94 is always applicable.

Full Name:

Date of Agreement:

Signature Representative Clients: