

# GENERAL TERMS & CONDITIONS

## WE DESIGN FOOD

WE  
DESIGN  
FOOD

### 1.0 Definitions

- 1.1 In these General Terms and Conditions the following terms are defined as detailed below:  
General Terms and Conditions: the General Terms & Conditions set out in this document.  
We Design Food: partnership under common firm We Design Food, hereafter referred to as 'WDF', with its registered office in Heemstede, at Raadhuisstraat 44A, filed at the Chamber of Commerce under registration no. 67372988.  
Client: the natural person or legal entity which enters into an Agreement with WDF.  
Agreement:: Agreement between WDF and the client regarding the provision of services or products.  
Assignment: the agreed work as described in the Agreement.

### 2.0 Agreement and Quotation

- 2.1 The General Terms & Conditions set out in this document shall be applicable to all of WDF's quotations and to all Agreements and Assignments agreed upon between WDF and the Client, with exclusion to the Terms & Conditions of the Client.
- 2.2 All quotations provided by WDF are non-committal. Quoted prices do not include VAT.
- 2.3 An Agreement is established as soon as WDF receives a quotation or confirmation of assignment by the Client - including digital confirmations received by email - or when WDF has started the agreed-upon work upon (oral) request in accordance with the Client Agreement.
- 2.4 Whenever a quotation has been accepted to which of caveats or amendments have added, the Agreement will only be established if and when WDF gives written notice (including by email) to the Client of the acceptance of these amendments.

### 3.0 The Execution of the Assignment

- 3.1 WDF will accept a best-efforts obligation in respect to the Assignment and will consequently strive for complete Client satisfaction.
- 3.2 The Client is obligated to do everything necessary to enable WDF to fulfill its obligations in a timely and correct fashion. This includes the obligation putting all support, assistance, information, data and documents necessary for executing the Assignment at WDF's disposal in a timely fashion.
- 3.3 Terms quoted by WDF for the completion of the Assignment are approximations only.
- 3.4 The Client will acknowledge and accept that an alteration (or alterations) to the (content of the) Assignment (for example pertaining to size, method, or procedure) may affect the agreed upon time frame. If these amendments to the Assignment are caused by the Client's requests or activities or other circumstances that are attributable to the Client, WDF charge the resulting extra work as an additional or separate Assignment in accordance with its customary fees.
- 3.5 Alterations to the Agreement, including an expansion of tasks, will only be legally binding if and when WDF confirms these alterations in writing.
- 3.6 Complaints concerning the execution of the Assignment, including requests for additions and corrections, should be communicated to WDF as soon as possible and within fourteen business days after completion of the Assignment in writing, in the absence of which the Client is deemed to have accepted the results of the Assignment wholly and without objections.

### 4.0 Third Parties

- 4.1 Assignments to Third Parties will be commissioned by the Client or by WDF on behalf of the Client.
- 4.2 When WDF nonetheless commissions an assignment to a Third Party on its own behalf during the execution of the Assignment, the General Terms of the Third Party in question will also apply to the relationship between WDF and the Client.
- 4.3 WDF's right of suspension also applies to products and/or services provided by Third Parties.

### 5.0 Intellectual Property Rights

- 5.1 WDF will hold all Intellectual Property Rights concerning activities, ideas, concepts or results, or Intellectual Property Rights that directly or indirectly follow or arise from the Assignment, including rights arising from collaboration (hereafter 'Intellectual Property Rights').

- 5.2 Whenever any of such rights can only be acquired by depot or registration, WDF will have the sole and exclusive power to effect such depot or registration.
- 5.3 Unless otherwise agreed, WDF keeps ownership over design drawings, illustrations, prototypes, scale models, moulds, designs, product sketches, films and other materials or (digital) files produced in context of the Assignment, irrespective of whether they were made available to the Client or to Third Parties.
- 5.4 After completion of the Assignment, neither the Client nor WDF have an obligation to each other to save used materials or data.

## 6.0 Use and license

- 6.1 Provided that the Client has fulfilled all his obligations under the agreement with WDF, he will acquire an exclusive licence to the agreed-upon use of the product or service that will be created on the basis of the Agreement ('the Work').
- 6.2 If no agreements about the scope of use have been made, the licence shall be limited to that manner of use of the Work on which firm intentions existed at the time when the Work was commissioned. A concept fee will guarantee the conceptual identity of "the Work" for the number of business units or outlets as determined at the start of the project.
- 6.3 Without prior written approval, the Client is prohibited from using the design in a way that deviates from or goes beyond the bounds of the agreed scope of use. In such a case of unauthorized use, including any amendment, mutilation or infringement of the provisional or final design, WDF will be entitled to a compensation due to infringement on his/her rights of at least three times the agreed fee, or a fee that is reasonably and fairly proportional to the infringement committed, without prejudice to WDF's right to claim reimbursement of the damage actually incurred.
- 6.4 Any licence granted to the Client in the context of the work commissioned will lapse (a) from the moment that the Client fails to fulfill one or more of his obligations under the agreement or is otherwise in default, (b) if the Assignment commissioned is terminated early for any reason whatsoever.
- 6.5 WDF may use the design at its discretion for its own publicity or promotional purposes, with due observance of the client's interests.
- 6.6 Unless contrary to reasonableness in conjunction with article 25 (1), sub-paragraph a of the Copyright Act, WDF will at all times be entitled to imprint its name on or in or to remove it from the Work (or to have its name imprinted on or in or removed from the work), and without WDF's prior authorization the client may not publish or reproduce the work without identifying the WDF by name.

## 7.0 Fees and additional costs

- 7.1 In addition to the payment of the agreed fee, WDF will be entitled to reimbursement by the Client of any costs incurred during the execution of the work commissioned.
- 7.2 If the agreed conditions are not met and if so desired by the Client, WDF is obligated to make adaptations and corrections. However, if WDF is forced into this situation by any act or omission on the part of the Client, WDF will be entitled to a separate reimbursement for this work in accordance with WDF's customary fees.

## 8.0 Payment

- 8.1 Payments must be made within 14 days of the invoice date. If WDF has not received payment (or payment in full) at the end of this term, the Client will be in default and will owe interest at the statutory rate. All costs incurred by WDF in connection with overdue payments, such as costs of litigation, judicial and extrajudicial costs, will be at the expense of the Client. The extrajudicial costs will amount to at least 15% of the invoice amount, with a minimum of €250 excluding VAT.
- 8.2 The Client will pay the amounts due to WDF without any reduction or set-off. The client is not entitled to suspend payment of invoices for work that has already been performed.
- 8.3 The breakdown of the invoice upon agreement: 50% at the start of the project (quotation agreement), 25% on completion of the final design (75% of the quoted hours), and 25% upon the completion of the project.

## 9.0 Termination of Agreement

- 9.1 In case the Agreement is terminated by WDF on the grounds of culpable deficiency in fulfilling the obligations of the Agreement on the part of the Client, the Client will be required to pay, in addition to damages, the fee and the costs incurred in connection with the work performed up until that date
- 9.2 Both WDF and the Client are granted the right to terminate the agreement in whole or in part with immediate effect in case of bankruptcy or (provisional) suspension of payments of the other party.

## 10.0 Warranties and Indemnities

- 10.1 The Client indemnifies WDF and any person engaged by WDF for the execution of the commissioned Assignment against any third-party claims, external costs, or damages connected to the Assignment.
- 10.2 The Client indemnifies WDF and any person engaged by WDF for the execution of the commissioned Assignment against any claim relating to Intellectual Property Rights on information, data and documents supplied by the Client and used in the execution of the commissioned Assignment.

## 11.0 Liability

- 11.1 WDF shall not be liable for damages incurred by the Client as a consequence of the execution of the Assignment, except when the damages are a direct consequence of intent or deliberate recklessness on behalf of WDF.
- 11.2 WDF is liable only for direct damage attributable to WDF and its liability will be limited to the amount invoiced for the portion of work from which the liability derives.
- 11.3 All liability expires one year from the date of completion of the work commissioned.
- 11.4 Where reasonably possible, the Client is required to retain copies of supplied materials and data until the Assignment commissioned is completed. If the Client fails to do so, WDF cannot be held liable for any damages that would not have occurred if such copies had been retained.

## 12.0 Other Terms

- 12.1 Dutch law applies to the Agreement between WDF and the Client. In case of a dispute, the Court of the District of Haarlem shall have exclusive jurisdiction over this dispute.
- 12.2 In case of conflict between one or more of the stipulations of these General Terms and one or more stipulations of the Agreement on which they apply, the stipulations of the Agreement have precedence.

