

GENERAL DELIVERY, PAYMENT AND PURCHASE CONDITIONS

1. **APPLICABILITY CONDITIONS** These general delivery, payment and purchasing conditions apply to all agreements entered into with Square Design, as well as to the offers made by them, to the exclusion of other general conditions. Conditions filed at the registry of the District Court in Arnhem no. 38/2022. ReclameAPK.nl, MarketingDNA, Formula1calendars.com and Sport-calendars.com are activities of Square Design.
2. **QUOTATION AND AGREEMENT** All quotations are without obligation, unless expressly stated otherwise in writing. These only become binding after written confirmation from Square Design. All drawings and data provided with the offer are as accurate as possible but only binding if expressly confirmed. The agreement and acceptance of these general terms and conditions is established by acceptance of the quotation on the part of the buyer/client and/or by an order confirmation on the part of Square Design. The agreement is also concluded as soon as the (down) payment of/on (partial) invoices has been made by the buyer/client. The signatory/supplier/authorized representative declares his solidarity with the client. The privacy law; GDPR, also falls within the agreement. The applicability of the purchase conditions and/or delivery conditions of third parties used by the buyer/client is rejected in advance, unless otherwise agreed in writing in advance.
3. **CHANGES** All changes to agreements already concluded are only effective if they have been confirmed in writing by Square Design. All costs arising from the changes are for the account of the buyer/client.
4. **CANCELLATION** After acceptance of the offer by the buyer/client, cancellation thereof is only possible with written permission from Square Design, such as a price to be determined by it in reasonableness and fairness and with payment of Square Design up to the time of costs incurred as a result of the cancellation. If no agreement is concluded, or if the agreement is terminated by the buyer/customer, he is obliged to accept all designs, drawings and concepts related to the purchase and/or assignment, all in the broadest sense of the word, within five days after Square Design has agreed to the cancellation in writing, to be returned to them, failing which Square Design is entitled to an immediately due and payable fine of €5,000.- per day at the expense of the buyer/client.
5. **PRICES** All agreements are concluded on the basis of the prices applicable at the time of conclusion. If changes occur in the agreement in accordance with the provisions of 3 of these terms and conditions, Square Design is always entitled to pass on price increases, regardless of the cause and at any time. This also applies to price changes by third parties such as maintenance/hosting parties. If the euro as the currency (€) undergoes a change in value (inflation or deflation), or if another currency is put into circulation during the existence of the payment obligation, the stated amounts will be converted pro rata.
- 6.¹ **PAYMENT** Payment must be made no later than fourteen days after the invoice date, without the buyer/client being able to assert any right to a discount and/or compensation. Complaints or cancellations not approved by Square Design do not suspend payment obligations.
- 6.² **INTEREST** Square Design is entitled from the fifteenth day after the invoice date up to and including the day of the invoice to charge an interest of 1.5% per month to the buyer/client who does not meet his payment obligations on time. Full payment, which interest is calculated on the full invoice amount, as well as on the costs incurred under this agreement, until the day of full payment.
- 6.³ **COLLECTION COSTS** All costs of collection, both in and out of court, are for the account of the buyer/client, with a minimum of 15% of the principal sum, excluding VAT, and excluding the interest already paid. The costs of collection expressly include the costs of legal assistance that Square Design will have to incur for collection.
- 6.⁴ **SUSPENSION AND CANCELLATION** If the buyer/client is in default with the payment of a claim due, Square Design has the right to suspend or cancel the further execution of all agreements between the parties until payment, including the interest for default and costs, has been paid.
- 6.⁵ **CREDITWORTHINESS** If Square Design receives indications regarding reduced creditworthiness from the buyer/client before or during the execution of the agreement, it is entitled not to deliver and/or to suspend its activities until proper security has been provided on the part of the buyer/client for payment of everything that was and/or will be owed to Square Design under the agreement.
7. **QUANTITIES** In the case of printed matter, the buyer/client is obliged to accept a margin of 10% more or less printed matter delivered, on the understanding that these deviations in the quantities will be settled pro rata. Square Design reserves the right to make partial deliveries. Each partial delivery can be invoiced and must be paid with due observance of the provisions under 6 of these conditions.
8. **DELIVERY** Square Design is not liable for the consequences of late delivery. If the delivery cannot take place on time, Square Design will inform the buyer/client of this without delay, stating the term by which the delivery term will be extended. The buyer/client is not entitled to dissolve the agreement if the delivery term is exceeded on the part of Square Design.
9. **PRODUCTION RESOURCES** Work forms, clichés, films, commercials, open master files, software produced in-house, code/lay-out, etc. that have been made and/or used for the benefit of the buyer/client and that have been produced for that purpose by Square Design, remain the property of Square Design. The latter is not obliged to keep these means of production and/or make them available to the buyer/client, insofar as this has not been expressly agreed. Third parties are not entitled to destroy production resources and are therefore obliged to keep these production resources on loan, unless otherwise agreed in writing. Insofar as the buyer/customer supplies documents (image/text) with productions, these are free from third-party rights and Square Design is exempt from (possible) liability.
10. **FINISH**
 - 10.¹ Minor deviations in (colour) printing, in quality, font, colour, hardness, thickness, satin gloss, finish (folding/punching) etc. do not give the buyer/customer any reason for rejection. Differences between a match print and satin gloss give the buyer/client no reason for rejection. A printed color proof alone excludes deviations in the satin gloss. When assessing whether a delivery deviates outside the permissible limits, an average of the delivery must be taken; it is not possible to refuse individual copies.
 - 10.² Texts and/or instructions from a buyer/client are processed in accordance with the specified copy or written order.
 - 10.³ For paper, deviations in the grammage per square meter up and down are permitted within the limits stated in the agreement. Finishing standard production (printing) (including folding) allows the 'breaking' of paper and dark ink.
 - 10.⁴ For other printed matter not mentioned, Square Design uses the most recent delivery conditions for the bNO, filed with the registry of the Amsterdam District Court.
11. **CHANGES TO THE ORDER** All costs to be incurred by Square Design in connection with a change desired by the buyer/customer, which will only be provided after the final order has been concluded, will be borne by the buyer/customer. Changes in text, layout, etc., communicated verbally or by telephone, are entirely at the buyer's/client's risk with regard to any incorrect implementation thereof. Square Design does not accept any liability in this regard.
12. **OUTSOURCING** The buyer/client authorizes Square Design to have the assignment carried out by (a) third party(ies) to be designated by it, at a time desired by it. The buyer/client agrees to the transfer by Square Design to third parties of all rights and obligations arising from the agreements it has concluded with the buyer/client. The buyer/client indemnifies Square Design against any claim that third parties could make against Square Design with regard to costs, damages and interest that arise as a result of work that Square Design performs for the buyer/client. Insofar as it mediates and/or comes into contact with third parties and before starting a production process, the buyer/client is obliged to have a color proof and/or mock-up made of films, clichés and/or digital information, by these third parties, if proof is not provided and/or missing for whatever reason. Third parties are obliged to guarantee an entrance check.
13. **TRANSPORT AND INSURANCE** The transport of goods is at the expense and risk of the buyer/client. Insurance of the transport is for the account of the buyer/client and only takes place on the part of Square Design, if this has been expressly agreed.
14. **WARRANTY**
 - 14.¹ The buyer/client has the right to complain up to three days after receipt of the delivery. For placed advertisements, a period of twelve hours after the appearance of the advertisement in question applies.
 - 14.² If within the sub. 14.¹ a complaint is made within the aforementioned period, Square Design will be given the opportunity by the buyer/client to check the delivery. If Square Design considers the complaint to be well-founded, it will, at its discretion, replace the delivered goods or offer fair compensation, which will in any event not exceed its fee.
 - 14.³ Square Design is not obliged to compensate damage, costs and/or interest, other than as described under 14.². The buyer/client is not entitled to dissolve the agreement, nor is it entitled to compensation or full or partial payment arrears.
15. **LIABILITY**
 - 15.¹ Square Design is -except in the case of intent and/or gross negligence- not liable for costs, damages and interest that may arise as a direct or indirect result of:
 - a. force majeure, as further described in these terms and conditions;
 - b. acts or omissions of the buyer/client, his subordinates or other persons deployed by or on behalf of him;
 - c. errors and/or defects in a design, which were not found by the buyer/client when the design concerned was approved.
 - 15.² Regardless of the actual amount of the damage incurred as a result of its breach of contract, Square Design's liability is expressly limited to the amount of the invoice. All other costs, damages and/or interests in whatever form or capacity are expressly at the expense and risk of the buyer/client.
 - 15.³ This article also applies to additional work.
16. **FORCE MAJEURE** Force majeure shall include strikes, computer failures, lockouts and government measures in or with regard to Square Design, or its suppliers, and furthermore all circumstances whereby compliance with Square Design's obligations cannot be demanded in fairness, regardless of whether the said circumstances were or should have been known to Square Design at the time of the conclusion of the agreement. In the event of a situation of force majeure, it is at the option of Square Design to cancel the agreement, or to suspend it until further notice, until the extraordinary circumstances have ceased to exist. Such a right does not accrue to the buyer/client.
17. **RETENTION OF PROPERTY**
 - 17.¹ As long as Square Design has not received full payment, the delivered goods, domain names (eg server information), ideas/concepts, etc. remain the property of Square Design and cannot be transferred by the eg. a curator. Third parties are not entitled to destroy production resources, and are therefore obliged to keep these production resources on loan unless otherwise agreed in writing.
 - 17.² Square Design has the right to reclaim/claim these goods, domain names (eg. server information), ideas/concepts, etc. if the buyer/client does not fully fulfill his obligations towards him, liquidates or goes bankrupt. suspension of payment is granted, or when these goods are attached. Square Design has the right to hold third parties liable in advance for the destruction and/or loss of the production resources made available by it on loan for whatever reason.
 - 17.³ Phishing (scam). As soon as Square Design detects any form of phishing, scam or fraud by a third party, -intentional or unintentional- it is entitled to claim compensation of at least an equal amount equal to the attempted fraud and this is immediately due and payable by direct debit.
18. **INTELLECTUAL PROPERTY RIGHTS**

The agreement concluded with Square Design does not entail any rights for the buyer/client with regard to the exploitation of the Intellectual Property Rights. Disclosure and/or reproduction of protected works always remains subject to the prior written consent of Square Design. The buyer can no longer claim the use of concepts, ideas, domain names, etc. that have not been used/applied by the buyer within one year. Square Design is tacitly entitled to use these concepts in other ways. Square Design may always show work/expressions in the public space/portfolio. If the buyer/client reproduces and/or makes protected works public for a purpose other than that for which they were made available to him, or acts contrary to the agreement or the law, the buyer/client owes an immediately due and payable compensation of €5,000.- per violation, without prejudice to Square Design's right to claim full compensation. License rights are valid for 1 year.
19. **RECOMMENDATION**

The buyer/client is fully liable for the way in which he promotes and/or brings to the attention of third parties the goods and/or services he has purchased from Square Design. Square Design expressly indemnifies the buyer/client against claims from third parties, which are based on statements made by the buyer/client towards third parties, if these statements are not in accordance with Square Design's statements about the nature and quality of the service and/or whether the product has been communicated to the buyer/customer.
20. **RESALE PROHIBITION**

The buyer/client is not permitted to resell goods, ideas/concepts, etc. delivered by Square Design to third parties, on pain of an immediately due and payable fine of €5,000.-, regardless of Square Design's right to claim full compensation.
21. **DISPUTES** All disputes arising from the aforementioned agreement will be settled according to Dutch law and will be brought before the District Court at Square Design's place of business.