

GENERAL TERMS AND CONDITIONS - The Invaders

ARTICLE 1. APPLICABILITY

1. These general terms and conditions shall apply to all legal relationships between The Invaders ("User"), their counterparties, including all agreements, offers, quotations and other legal transactions.
2. These general terms and conditions form an integral part of all agreements between the User and their counterparties, and shall be provided to the Counterparty by the User prior to an agreement being entered into. In addition, the text of these general terms and conditions is published on the website: www.theinvaders.nl.
3. Provisions or conditions set by counterparties that deviate from, or do not appear in, these general terms and conditions are only binding for the User if and insofar as this has been expressly accepted in writing.
4. Should one or more individual provisions in these general terms and conditions or in the agreement between the User and the Counterparty prove to be invalid, this shall not affect the validity of the remaining provisions of the general terms and conditions or of the agreement itself, of which the general terms and conditions form a part. The parties shall replace the provision(s) in question by one or more new provisions, the purport of which corresponds as closely as possible to that of the original provision(s).

ARTICLE 2. QUOTATIONS AND OFFERS

1. Offers made by the User, which include all quotations, estimates, technical specifications and commitments, shall at all times be non-binding and may only be accepted without deviations. An offer shall in all cases be deemed rejected if this has not been accepted within 30 days.
2. The agreement between the User and the Counterparty is established by the verbal or written acceptance by the Counterparty of an offer made by the User, or the placing or making of a written or verbal order, registration or assignment by the Counterparty and the acceptance of this order, registration or assignment by the User. The counterparty, by virtue of their written or verbal order, registration or assignment, accepts these general terms and conditions.
3. The acceptance by the User as referred to in the preceding paragraph may take place by any means of communication, which expressly includes electronic means.
4. The User cannot be held to their quotations or offers if the Counterparty can understand in all reasonableness that the quotations or offers, or any part thereof, contain an obvious mistake or clerical error.
5. The User has the right, if they deem this necessary or desirable, to have all or part of the work carried out by (a) third party (parties), as well as to be assisted by (a) third party (parties) during the work.

ARTICLE 3. PRICES

1. All prices quoted are exclusive of VAT. The price quoted by the User for the services to be provided by them applies only to the work performed in accordance with the agreed specifications.
2. Additional work, that is carried out at the request of the Counterparty and which does not form part of the agreement, will be billed separately to the Counterparty by the User.
3. A combined estimate does not oblige the User to carry out part of the assignment for a proportionate part of the quoted price. Offers or quotations do not automatically apply to future orders.
4. If the quotation is subject to costs being calculated afterwards, this shall be done on the basis of unit prices known beforehand. At the request of the Counterparty when accepting the order, the User can provide a specification of this in the invoice.

ARTICLE 4. INVOICES

1. Objections concerning invoices must be submitted to the User in writing within 8 days from the date of dispatch. After this period, complaints will no longer be considered, and the Counterparty will be deemed to have waived their rights.
2. If the Counterparty submits a complaint in time, this will not defer their obligation to pay. The Counterparty shall in that case also remain under obligation to accept delivery and payment for the rest of the items and/or services that have been ordered.

ARTICLE 5. CONTRACT DURATION, DELIVERY TIME FRAMES, EXECUTION AND AMENDMENT OF THE AGREEMENT

1. The agreement between the User and the Counterparty is entered into for an indefinite period of time, unless the nature of the agreement provides otherwise, or if the parties expressly agree otherwise in writing.
2. If, for the completion of certain work, or the delivery of certain items, a time frame has been agreed or stated, this shall at no time be regarded as a deadline. Therefore, if a time frame is missed, the Counterparty must provide the User with written notice of default. The User must be given a reasonable period of time to still fulfill the agreement.
3. If the User requires information from the Counterparty in order to fulfill the agreement, the period for fulfillment shall not commence until the Counterparty has provided the User with such information correctly and in its entirety.
4. The User has the right to have certain work carried out by third parties.
5. The User is entitled to fulfill the agreement in several stages and to bill the part that has been completed separately.
6. If the agreement is carried out in stages, the User may suspend the execution of any parts that are part of a subsequent stage until the Counterparty has given their written approval of the results of the preceding stage.

7. If during the execution of the agreement it transpires that, in order for it to be executed properly, it is necessary to amend or supplement the agreement, the parties will proceed to amend the agreement in good time and in mutual consultation. The Counterparty accepts the possibility that the agreement may be amended, including any changes in price and the time frame of its execution.
8. If the Agreement is amended to include a supplement, the User shall be entitled to execute it only after the person at the company of the User authorized to do so has given approval for this, and the Counterparty has agreed to the stated price and other conditions for the performance thereof. Failure to perform or not immediately perform the amended Agreement does not constitute a breach of contract on the part of the User, nor does it constitute grounds for the Counterparty to terminate the agreement. Without thus being in default, the User can refuse a request to amend the agreement if this could have consequences in terms of quality and/or quantity, for example for the work to be carried out or the goods to be delivered within this framework.
9. If the Counterparty fails to properly fulfill their obligations to the User, the Counterparty shall be held liable for all losses (including costs) incurred by the User as a result.

ARTICLE 6. SUSPENSION, DISSOLUTION AND PREMATURE TERMINATION OF THE AGREEMENT

1. The User is authorized to suspend the fulfillment of the obligations or to dissolve the Agreement if:
 - the Counterparty does not, or not fully, or not on time fulfill the obligations arising from the agreement; after entering into the agreement, circumstances come to the attention of the User that give reasonable grounds to fear that the Counterparty will not fulfill these obligations;
 - at the time when the agreement was entered into, the Counterparty was requested to provide assurance for the fulfillment of their obligations arising from the agreement and this assurance has not been provided or is insufficient;
If, due to the delay on the part of the Counterparty, the User can no longer be expected to fulfill the agreement under the originally agreed conditions, the User is entitled to dissolve the agreement.
2. Furthermore, the User is authorized to dissolve the agreement if circumstances arise of such a nature that fulfillment of the agreement is impossible or if other circumstances arise of such a nature that unaltered continuation of the Agreement cannot be in all reasonableness expected from the User.
3. If the agreement is dissolved, any claims of the User against the Counterparty are immediately due and payable. If the User suspends fulfillment of their obligations, they retain their right to claims under the law and the Agreement.
4. If the User resorts to a suspension or dissolution, the User is in no way whatsoever held liable to pay compensation for damages and costs that arise as a result in any way.
5. If the dissolution is attributable to the Counterparty, the User is entitled to compensation for damages, including costs, resulting directly and indirectly from the dissolution.
6. If the Counterparty fails to fulfill their obligations arising from the Agreement and this failure to do so justifies dissolution, then the User is entitled to dissolve the Agreement straight away and with immediate effect without any obligation on their part to pay any damage claims or compensation, whereas the Counterparty, by virtue of breach of contract, is obliged to pay damage claims or compensation.
7. If the agreement is terminated prematurely by the User, the User will, in mutual consultation with the Counterparty, see to it that work yet to be carried out is handed over to a third party. This is the case unless the termination is attributable to the Counterparty. If the handover of the work involves additional costs for the User, these will be charged to the Counterparty. The Counterparty is under the obligation to pay these costs within the specified period, unless the User indicates otherwise.
8. In the case of liquidation, (an application for) suspension of payment, or bankruptcy, of a seizure - if and insofar as the seizure against the Counterparty has not been lifted within three months, of debt restructuring or any other circumstance whereby the Counterparty no longer has free disposal of its assets, the User is at liberty to terminate the Agreement straight away and with immediate effect or to cancel the order or Agreement, without any obligation on their part to pay any damage claims or compensation. In this case, any claims of the User against the Counterparty are immediately due and payable.
9. If the Counterparty cancels in whole or in part an order that has been placed, the items ordered or prepared for it, plus any supply/return costs and delivery costs thereof and the labor hours reserved for the fulfillment of the agreement, shall be charged in full to the Other Party.

ARTICLE 7. PAYMENT PERIOD

1. Payment must be made within 14 days after the invoice date, in a manner specified by the User in the currency in which it is billed, unless otherwise specified in writing by the User. The User is entitled to issue invoices periodically.
2. Unless otherwise agreed in writing, the User has the right to charge the Other Party an advance payment of 50% on the basis of the accepted offer by means of an advance payment invoice.
3. If the Counterparty fails to pay an invoice in time, the Counterparty is by law in default. The Counterparty shall then owe interest amounting to 1% per month, unless the legal interest rate is higher, in which case the legal interest rate shall be due. The interest on the due amount will be calculated from the time the Counterparty is in default until the time the amount owed is paid in full.

4. The User may, without being in default, refuse an offer of payment if the Other Party indicates a different allocation order for the payment. The User can refuse full repayment of the principal sum, if this does not also include the accrued and outstanding interest and collection costs.
5. The Counterparty is not entitled at any time to set off what they owe the User.
6. If the Counterparty is in default or fails to fulfill (in time) its obligations, all costs incurred within reason to obtain settlement out of court will be borne by the Counterparty. Extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice. However, if the User has incurred higher costs for debt collection that were reasonably necessary, the actual costs incurred shall be eligible for reimbursement. Any legal and enforcement costs incurred shall also be recovered from the Counterparty. The Counterparty will also owe interest on the outstanding debt collection costs.

ARTICLE 8. FORCE MAJEURE

1. The User is not obliged to fulfill any obligation to the Counterparty if they are prevented from doing so as a result of a circumstance that is not due to culpability, and by virtue of the law, a legal act, or generally accepted practice.
2. In addition to what is defined in legislation and jurisprudence, in these general terms and conditions force majeure is understood to mean all external causes, foreseen and unforeseen, that the User is unable to influence, but which result in the User not being able to fulfill their obligations. This includes strikes in the company of the User or that of third parties. The User also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after the User should have fulfilled their obligations.
3. Force majeure shall at all times also include default on the part of third parties engaged by the User for the execution of the project, as in the Agreement, or whose consent or cooperation is required for the performance of the Agreement.
4. The User is allowed to suspend their obligations arising from the agreement for as long as the force majeure lasts. If this period continues for longer than two months, then either of the parties is entitled to dissolve the agreement without any obligation to pay compensation for damages to the other party.
5. Insofar as the User has already partially fulfilled their obligations under the Agreement at the time of the occurrence of force majeure or will be able to fulfil them, and the completed or still to be completed part has a separate value, the User is entitled to bill the part already completed or still to be completed separately. The Counterparty is under the obligation to pay this invoice as if it concerned a separate agreement.

ARTICLE 9. LIABILITY

1. If the User is liable, this liability is limited to direct damages and to what has been stipulated in this provision.
2. The User is not liable for damage of any nature whatsoever caused by the reliance of the User on incorrect and/or incomplete information which has been provided by, or on behalf of, the Counterparty.
3. If the User is found liable for any damage, the liability of the User is limited to a maximum of twice the invoice value of the order, at any rate to that part of the order that the liability relates to.
4. The term direct damage is exclusively understood to mean the costs incurred within reason to assess the cause and scope of the damage, insofar as the assessment relates to damage within the meaning of these Terms and Conditions, any costs incurred within reason to have the flawed performance of the User meet the obligations of the Agreement, insofar as this can be attributed to the User, and any costs incurred within reason to prevent or limit damage, insofar as the Counterparty demonstrates that these costs led to the limitation of direct damage as referred to in these General Terms and Conditions.
5. The User shall at no time be liable for indirect damage, including consequential damage, loss of profits, loss of savings and damage due to company stagnation.
6. The User cannot be held liable for personal injury nor for any damage incurred as a result of:
 - the actions and influences of third parties, who have not directly been engaged by User in the fulfillment of the assignment;
 - circumstances which, under the law or prevailing societal standards, cannot in all reasonableness be attributed to the User;
 - loss or damage to personal property of participants in activities;
7. The limitations of liability included in this article do not apply when the damage is directly attributable to willful intent or gross negligence on the part of the User.

ARTICLE 10. WARRANTIES, INVESTIGATIONS AND COMPLAINTS

1. The goods to be provided by the User meet the usual requirements and standards that can in all reasonableness be set for them at the time of delivery and for which they are intended in the event of normal use during the duration of the Agreement between the User and the Counterparty.
2. Every form of warranty will lapse if a defect has occurred as a result of, or arising from, injudicious or improper use thereof, or use after the expiry date, improper storage or maintenance thereof by the Counterparty and/or by third parties when, without the written consent of the User, the Counterparty or third parties have made changes to the item or have tried to make changes to it, other items were attached to it that should not have been attached to it, or if they were handled or modified in a different way than prescribed. Nor is the Counterparty entitled to a claim under the

warranty if the defect was caused by or is the result of circumstances beyond the control of the User, including weather conditions (such as, but not limited to, extreme rainfall or temperatures).

4. The Counterparty is required to examine the delivered items, or have them examined, as soon as the items are made available to it, or the work in question has been carried out, as applicable. In addition, the Counterparty should examine whether the quality and/or quantity of the delivered items is in accordance with what has been agreed upon and meets the requirements that the parties have agreed upon in this regard. Any visible defects must be reported in writing to the User within seven days of delivery. Any non-visible defects must be reported straight away - and in all cases no later than fourteen days after their discovery - in writing to the User. The report must include as detailed a description of the defect as possible, so that the User is able to respond adequately. The Counterparty must give the User the opportunity to investigate a complaint or have it investigated.
5. If a defect is reported later than the deadline set under paragraph 4, the Counterparty will no longer be entitled to repair, replacement or compensation.
6. If it is established that an item is defective and a claim is submitted in time, the User, within a reasonable period of time after return of the item or, if return of this is not reasonably possible, after written notice regarding the defect by the Counterparty, will replace or arrange for repair thereof or provide alternative compensation to the Counterparty, at the discretion of the User. In the case of replacement, the Counterparty is under the obligation to return the replaced item to the User and to transfer ownership thereof to the User, unless the User indicates otherwise.
7. If it is established that a complaint is unfounded, the costs incurred as a result, including the investigation costs, incurred on the part of the User as a result, will be borne in full by the Counterparty.
8. After the end of the warranty period, all costs for repair or replacement, including administrative, shipping and call-out costs, will be charged to the Counterparty.
9. In deviation of the statutory limitation periods, the limitation period of all claims and defenses against the User and the third parties engaged by the User in the execution of an agreement lasts for one year.

ARTICLE 11. PERSONAL DATA AND PRIVACY

The User is allowed to process personal data for the purpose of carrying out an assignment or agreement. The User acknowledges that in such cases they are called a "processor" and/or "data controller" within the meaning of the General Data Protection Regulation (GDPR). In such a case, the User undertakes to take the necessary measures, or enter into additional agreements, in order to comply with the requirements of the GDPR concerning the processing of personal data. The personal data referred to in this article will only be processed within the framework and purpose of the assignment or agreement in question.

ARTICLE 12. DUTY OF CONFIDENTIALITY

1. All third parties engaged by the Parties or by them within the framework of an agreement have a duty of confidentiality with respect to all confidential information they have received within the framework of this Agreement from each other or from other sources. Information is considered confidential if it has been disclosed as such by the other party or if it stems from the source of this information.
2. The Counterparty acknowledges that access to and dissemination of personal and/or confidential information concerning itself or its employees, representatives or affiliated parties may be necessary for the User in the interest of providing proper services as set forth in the agreement.
3. Excluded from the duty of confidentiality referred to in this article are:
 - all information subject to a legal obligation of public disclosure;
 - all information that is public and not restricted in a separate agreement.
4. The Counterparty indemnifies the User against any third party claims related to this

ARTICLE 13. SHORTCOMINGS OF THE COUNTERPARTY

1. If any shortcomings concerning the fulfillment of the obligations arising from an agreement are attributable to the Counterparty, it shall forfeit to the User an immediately payable penalty equal to the price for the performance of that agreement on account of the resulting delay, without prejudice to the right of the User to also claim full compensation.
2. All judicial and extrajudicial costs that the User incurs within the context of an attributable shortcoming on the part of the Counterparty shall be reimbursed by the Counterparty to the User as compensation for damages caused by that shortcoming. Extrajudicial costs are deemed to be at least 15% of the amount to be claimed by the User from the Counterparty.

ARTICLE 14. RISK TRANSFER

The risk of loss, damage or decrease in value shall be transferred to the Counterparty at the time goods are placed under the control of the Counterparty.

ARTICLE 15. INDEMNITY

1. The Counterparty shall indemnify the User against any claims by third parties who suffer damage in connection with the performance of the agreement and the cause of which is attributable to others than the User.

2. If the User should be held liable by third parties on that account, the Counterparty is required to assist the User both out of court and in court and to immediately do all that may be expected of it in such circumstances. Should the Counterparty fail to take adequate measures, the User, without notice of default, is entitled to take such measures themselves. All costs and damages incurred by the User and third parties as a result shall be entirely at the expense and risk of the Counterparty.

ARTICLE 16. INTELLECTUAL PROPERTY RIGHTS

1. All copyrights and all other intellectual or industrial property rights as well as similar kinds of rights, including rights for the protection of databases, information and/or services, which concern the products and/or services of the User, such as, but not limited to, fabricated and/or developed advertising, teaching modules, designs or signs, models, drawings, maps, events, film and television programs, productions and formats, data files, advisories, etc., belong exclusively to the User and remain the property of the User under all circumstances. For the purposes of this article, the term User also refers to a third party from whom the User has obtained rights under license with respect to the aforementioned products and/or services.
2. The Counterparty is not permitted to reproduce or publish any products and/or services supplied and/or made available by the User as referred to in Article 15.1, either in full or in part, without the prior written consent of the User.
3. By granting an assignment to duplicate or reproduce and/or publicly disclose any material and/or objects protected by copyright or industrial property rights, the Counterparty declares that no copyright or industrial property rights of third parties will be infringed. Furthermore, the Counterparty guarantees that the duplication or reproduction and/or publication as referred to above does not contravene any written or unwritten rule of law applicable in the Netherlands.
4. The provisions of the previous paragraph also apply to (e.g. advertising) materials supplied by the Counterparty.
5. The User reserves the right to use (visual) materials and photographs of completed assignments for their own promotional purposes and/or as references.
6. All promotional materials produced by the User shall remain the property of the User, unless agreed otherwise in writing.

ARTICLE 17. APPLICABLE LAW AND DISPUTES

1. All legal relationships to which the User is a party are governed exclusively by Dutch law, even if performance of all or part of a commitment takes place abroad or if the party involved in the legal relationship is domiciled there or has its place of business there. The applicability of the Vienna Convention is not recognized in this case.
2. The competent court in Haarlem has exclusive jurisdiction to hear disputes, unless the law explicitly dictates otherwise. Nevertheless, the User has by law the right to submit the dispute to the competent court.
3. The Parties shall only submit a dispute to the courts after making every effort to settle this dispute by mutual agreement.

ARTICLE 18. LOCATION:

1. These terms and conditions have been filed with the Kamer van Koophandel (The Netherlands Chamber of Commerce) in Haarlem.
2. The most recently filed version or the version valid at the time that the agreement was entered into with the User shall apply at all times.