

GENERAL TERMS & CONDITIONS **(version December 2017)**

Article 1 – Definitions

In these general terms & conditions the following definitions apply:

Letink Design:	The private limited liability company Letink Design B.V. established with office at 7468 CJ Enter at Dorpsstraat 143a (Netherlands), Chamber of Commerce number: 68630514, owner of these general terms & conditions.
Client:	A person or company that provides an assignment of any kind to Letink Design.
In writing:	This also includes by e-mail.
Project specifications:	A document (possibly) drawn up by Letink Design that is inextricably linked to the project agreement concluded between the parties and/or is linked to the agreement entered into by The Client to Letink Design describing the assignment, given in as much detail as possible the specifications stating size and scope of the assignment and may also contain instructions on how Letink Design product of any kind must be used and/or applied.

Article 2 – Applicability of these terms & conditions

1. These terms & conditions apply to every legal relationship in which Letink Design conducts itself, as a contractor, seller, service provider, or supplier of goods and/or products.
2. These terms & conditions also apply to the actions taken by Letink Design's employees and/or third parties engaged in the context of the assignment that are located in the Netherlands.
3. The applicability of any general terms & conditions of The Client is expressly rejected, unless otherwise agreed upon in writing.
4. If one or more provisions in these general terms & conditions at any time in whole or in part are void or should be nullified, then the remaining provisions of these general terms & conditions will remain in effect. Letink Design and The Client will then enter into consultation to agree on new provisions to replace the void or annulled provisions, whereby as much as possible the purpose and intent of the original provisions need to be considered.
5. If there is uncertainty regarding the interpretation of one or more provisions of these general terms & conditions articles, then the interpretation must take place 'in the spirit' of these provisions.
6. If a situation arises between the parties that is not regulated in these general terms & conditions, then these situations must be assessed in the spirit of these general terms & conditions.
7. If Letink Design does not always pursue strict compliance towards these conditions, does not mean that the provisions thereof do not apply, or that Letink Design would to any extent lose the right to in other cases to pursue strict compliance with the provisions of these conditions.

Article 3 – Quotations and offers

1. All quotations and offers from Letink Design can at any time be withdrawn by Letink Design, unless the quotation unambiguously states a term for acceptance. If no acceptance period has been set, the offer always expires after 14 days.
2. Letink Design cannot be held to its quotations or offers if the quotations or offers, or any part thereof, contains an obvious mistake or typo.
3. Letink Design always tries to describe the assignment as precisely as possible. Yet, a provided mock up or model is always only an indicative example, which generally shows more or different

parts than the described project, unless expressly stated otherwise. The project specifications of the assignment and/or quotation as provided by Letink Design is leading at all. A wrong interpretation of a project by The Client is not attributable to Letink Design. The Client himself remains responsible to ensure that an investigation is carried out prior to concluding the agreement project specifications to see if the assignment meets desired requirement for The Client.

4. The prices stated in a quotation or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel, accommodation, transport and administration costs, unless otherwise stated. If the acceptance (whether or not on subordinate points) deviates from the offer included in the quotation or offer, Letink Design is not required to be bound to them.
5. A composite quotation does not force Letink Design to carry out an individual part of the order for the stated price of that corresponding part. Offers, proposals or quotations do not automatically apply for future orders.

Article 4 – Contract duration, implementation and amendment

1. The agreement between Letink Design and The Client is entered into for a fixed period, unless the nature of the agreement stated otherwise or if the parties expressly state otherwise in writing agreement.
2. Is a term for the execution of certain assignment or for the delivery of certain goods agreed upon or specified, then this is only a deadline if this is expressly indicated by Letink Design. Letink Design will not be in neglect until it has been given notice of its neglect in writing after the expiration of the period referred to above and a reasonable period for compliance that has been set has been expired.
3. Letink Design has the right to have the work carried out in whole or in part by third parties. The applicability of Article 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code is expressly excluded.
4. If by Letink Design or third parties engaged by Letink Design in the context of the assignment work is carried out at the location of The Client or by The Client designated location, The Client will provide reasonable care to those employees on using in all reason the desired facilities free of charge.
5. Letink Design is entitled to execute the agreement in different phases and the work thus carried out part to be invoiced separately.
6. If the agreement is executed in phases, Letink Design can suspend carrying out the execution (of parts) of a subsequent phase until The Client has approved the results of a preceding phase in the writing.
7. The Client ensures that all data that Letink Design indicates as necessary or of which The Client should reasonably understand that they are necessary be provided to Letink Design in a timely manner for the execution of the agreement. The Client ensures that the quality and size of the content provided is reasonable under all circumstances. If the information required for the execution of the agreement is not provided to Letink Design in a timely manner, Letink Design has the right to suspend the implementation of (whether or not a specific phase or part of) the assignment and/or charge additional costs resulting from the delay in accordance with the then applicable conditions usual rates to be charged to The Client.
8. Letink Design is not liable for any damage, of whatever nature, if Letink Design implements incorrect and/or incomplete and/or unauthorized data or information that is provided by The Client. Letink Design is not responsible for the quality of this content, nor for the associated rights. The Client is always responsible for adequate control thereof.
9. If during the execution of the agreement it appears that it is necessary for proper execution to change or supplement the assignment, the parties will timely and in mutual consultation adjust

the agreement. If the nature, scope or content of the agreement, whether or not on requested or designation of The Client, or the legal authorities, etc., is changed and the assignment is therefore changed in a qualitative and/or quantitative respect, this may have consequences for what was originally agreed. This means that the originally agreed price can also be subjected to change. Furthermore, the term of execution may also be influenced by the change.

10. If the agreement is amended, including its supplements, then Letink Design is not obliged to implement this until after approval has been given by the within Letink Design authorized personnel and after The Client has agreed to the price quoted for the execution and other conditions, including the execution period.
11. If The Client at any time fails to properly fulfill their obligations towards Letink Design, The Client is liable for all directly or indirectly damage suffered by Letink Design as a result.
12. If Letink Design agrees upon a fixed fee or price with The Client, then Letink Design is nevertheless entitled to increase this fee or price at any time without that The Client is entitled to terminate the agreement, if the increase in the price results from a power or obligation under legislation or regulations or on other grounds that could not reasonably have been foreseen when entering into the agreement.

Article 5 – Suspension, dissolution and termination of the agreement

1. Letink Design is entitled to suspend the fulfillment of its obligations or to terminate the agreement or to dissolve it, for example, if The Client does not fulfill its obligations, nor fully or on time if Letink Design becomes aware of these circumstances after concluding the agreement with the apprehension that The Client will not fulfill the obligations, if The Client has been requested during conclusion of the agreement to provide assurance for the fulfillment of its obligations in the agreement and this assurance is not provided or is insufficient, or if due to the delay on the part of The Client can no longer be expected from Letink Design to cancel the agreement will comply with the originally agreed conditions, as well as if circumstances arise which may arise are of such a nature that compliance with the agreement is impossible.
2. If the agreement is canceled or dissolved, Letink Design's claims are immediately due and payable by The Client. If Letink Design suspends the fulfillment of its obligations, it retains its claims under the law and agreement.
3. If Letink Design suspends or dissolves, it is not liable for any damage or costs arise in any way as a result.
4. If the termination is attributable to The Client, Letink Design is also entitled to compensation for damage, including costs, arising directly and indirectly.
5. If The Client fails to fulfill its obligations arising from the agreement and this non-compliance justifies termination, Letink Design is entitled to terminate the agreement immediately to with immediate effect without any obligation on its part to pay damages, while The Client is at the same time liable for damages to Letink Design due to breach of contract.
6. If the agreement is terminated prematurely by Letink Design, Letink Design will in consultation with The Client will ensure the transfer of work still to be performed to third parties. This unless the termination is attributable to The Client. If the transfer of the work for Letink Design entails additional costs, these will be charged to The Client. The Client is obliged to pay these costs within the stated period, unless Letink Design indicates otherwise.
7. In the event of liquidation, (an application for) suspension of payments or bankruptcy, or seizure at the expense of The Client, Letink Design is free to terminate the agreement immediately and with immediate effect to cancel, without any obligation on its part to pay any damages or compensation. In that case, Letink Design's claims on The Client are immediately due and payable.
8. If The Client cancels or otherwise terminates an assignment, The Client is in principle required to fully pay the price of the complete assignment. In any case, a reasonable determination can be made only the owed part of the salary (ex Article 7:411 of the Dutch Civil Code), including in any

case the work that were carried out and the costs incurred in this context and the costs incurred for the execution of the agreement reserved working time will be charged in full to The Client. The progress of Letink Design on The Client are immediately due and payable in that case.

Article 6 – Force majeure

1. Force majeure means circumstances that relate to, in addition to what is stated in the law case is understood to mean all external causes, foreseen or unforeseen, to which Letink Design cannot exert any influence, but as a result Letink Design is unable to fulfill its obligations come. This includes strikes in the company of Letink Design or third parties.
2. Letink Design also has the right to invoke force majeure if the circumstance that (further) prevents fulfillment of the agreement, occurs after Letink Design should have fulfilled its obligation fulfill.
3. Letink Design can fulfill the obligations under the agreement during the period that the force majeure continues suspend. If this period lasts longer than 2 months, each of the parties is entitled to: to terminate the agreement, without obligation to compensate the other party for damages.
4. Insofar as Letink Design fulfills its obligations under the agreement at the time of force majeure has now been partially complied with or will be able to comply with, and to what has been complied with respectively part of the independent value to be achieved, Letink Design is entitled to the part already fulfilled to invoice the part to be fulfilled separately. The Client is obliged to pay this invoice as if there were a separate agreement.

Article 7 – Payment and collection costs

1. Payment must always be made within 14 days after the invoice date, on the date specified by Letink Design in manner of euros. Letink Design is entitled to invoice periodically.
2. If The Client fails to pay an invoice on time, The Client is legally in neglect. The Client then owes the statutory (trade) interest. The (trade) interest the amount due will be calculated from 14 days after the invoice date, until the moment of full payment of the amount due.
3. Payments made will firstly be used to deduct the costs, then to deduct the costs accrued (trade) interest and finally deducted from the principal amount and the current (trade) interest.
4. The Client is not entitled to settlement of the amount he owes to Letink Design without written permission from Letink Design. Objections to the amount of an invoice does not suspend The Clients payment obligations.
5. If The Client does not fulfill its obligations on time, all reasonable costs will be incurred of payment out of court at the expense of The Client. The extrajudicial costs will be calculated on the basis of what is customary in Dutch debt collection practice, currently the calculation method according to Report Preliminary Work II. However, if Letink Design higher costs for collection incurred costs that were reasonably necessary, the actual costs incurred will be eligible for reimbursement consideration. Also, any legal and enforcement costs incurred will be directed towards and need to be covered by The Client. The Client also owes (trade) interest on the additionally charged collection costs.

Article 8 – Retention of title

1. Everything delivered by Letink Design within the framework of the agreement remains the property of Letink Design until The Client fulfills all obligations under the agreement(s) concluded with Letink Design properly and has been fully complied with.
2. At any time, Letink Design has the right to add and keep copyrighted company features added to its content or products, unless otherwise stated.
3. The Client must always do everything that can reasonably be expected of him to ensure the safeguard Letink Design's property rights. If third parties seize the property retention of title or wish to establish or assert rights thereto, then the The Client is obliged to immediately inform

Letink Design of this. Furthermore, The Client must insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and the policy of this insurance made available to Letink Design for inspection. In the event of any insurance payment, Letink Design entitled to these tokens. The Client undertakes to Letink Design as much as necessary agrees in advance to cooperate in everything that may be (appear to be) necessary or desirable in that context.

4. In the event that Letink Design wishes to exercise its ownership rights referred to in this article, The Client gives unconditional and irrevocable permission in advance to Letink Design and by Letink Design designate third parties to enter all those places where the properties of Letink Design are located and take them back.

Article 9 – Guarantees, research and advertisement, limitation period

1. The items to be delivered by Letink Design meet the usual requirements and standards that can reasonably be assumed at the time of delivery and for which they are used under normal use in the Netherlands are intended.
2. The warranty referred to in paragraph 1 of this article applies for a maximum period of 1 (one) year after delivery, unless the nature of the delivered results differently or the parties have agreed upon otherwise. If the provided warranty given out by Letink Design concerns an item that was produced by a third party, then the warranty is limited to that provided by the manufacturer of the item, unless stated otherwise.
3. Any form of warranty will lapse if there has been improper use, incorrect storage or maintenance by The Client or by third parties, as well as when without written permission from Letink Design, The Client or third parties to make changes to the item or attempted to make, has made additions or has been tempered with in any way. The Client is also not entitled to a warranty if there is a defect caused by or resulting from circumstances over which Letink Design has no influence.
4. Any form of warranty will lapse if a defect has arisen due to the integration of the Letink Design supplied product within a not by Letink Design specified standard/application. These standards are stated in the project specifications and/or quotations.
5. Letink Design is not obliged to make changes (whether or not free of charge) for defects, foreseen or not foreseen, which arose after delivery due to changed and external factors.
6. The Client is obliged to inspect the delivered goods immediately at the time the goods are made available to him or the relevant activities are executed. The Client must also investigate whether the quality and/or quantity of the delivered corresponds to what was agreed and meets the requirements of the parties have been agreed in this regard. Any visible defects must be reported within 14 days of delivery must be reported in writing to Letink Design. Any invisible defects must be reported immediately in any case, must be reported in writing to Letink Design within 14 days of discovery. The notification must contain as detailed a description as possible of the defect, so that Letink Design is able to respond adequately. The Client must give Letink Design the opportunity to investigate a complaint or have it investigated. If a defect is not reported in a timely manner, The Client is no longer entitled to repair, replacement or compensation.
7. A complain in any way does not suspend The Clients payment obligation. The Client remains in that case obliged to purchase and pay for everything else he has given Letink Design assignment for.
8. If it has been established that an item is defective and a complaint has been made in this regard in a timely manner, Letink Design will return the item within a reasonable period after receiving it or, if returned item is not repairable within a reasonable period, will notify The Client of the defect, and at the discretion of Letink Design, replace or arrange for its repair or alternative compensation to The Client for this. In the event of replacement, The Client is obliged to deliver

the defected item to Letink Design and the ownership rights thereof will be transferred to Letink Design unless Letink Design indicates otherwise.

9. If it is established that a complaint is unfounded, the costs incurred as a result, including the research costs incurred by Letink Design, will be invoiced towards The Client.
10. After the warranty period has expired, all costs for any repair or replacement, including: administration, shipping and call-out costs, in any case will be charged towards The Client.
11. Notwithstanding the statutory limitation periods, the limitation period for all claims and defenses against Letink Design and those involved by Letink Design in the execution of an agreement third parties is 1 (one) year.
12. No (external) advertising may be placed on the content and/or products supplied without prior written permission from Letink Design.

Article 10 – Liability

1. Any liability of Letink Design, its directors and employees is limited to the amount stated in the relevant case is covered by the liability insurance taken out by Letink Design, plus the amount of her deductible as stated in the relevant policy. A copy of this policy with conditions is available for inspection at the Letink Design office.
2. The limitation described in the previous paragraph also applies in the event that Letink Design is liable for the failure or improper functioning of the equipment used by Letink Design in the execution of its assignment equipment, software, data files, registers or other items, none excluded. The restriction applies also if an e-mail message is not transmitted and/or received correctly, incompletely or not on time. The Client gives Letink Design the right to communicate with him and third parties by e-mail being aware that the confidentiality of information sent by e-mail is not guaranteed.
3. If and insofar as no payment is allowed under the insurance referred to in paragraph 1 for whatever reason any liability is in any case limited to that incurred by Letink Design in the relevant case invoice value of the order, with a maximum of € 10,000, except in the case of intent or gross negligence on the part of Letink Design.
4. Letink Design is never liable for indirect damage, consequential damage, business damage or lost profits and/or missed savings.
5. Letink Design is only liable for shortcomings for external help and third parties if and to the extent that the resulting damage can be recovered from the auxiliary person or the third party. Letink Design is authorized any limitations of liability of auxiliary persons and third parties on behalf of The Client to accept.

Article 11 – Indemnification

1. The Client expressly indemnifies Letink Design against any claims from third parties in this regard. This includes costs incurred that are in any way related to the work performed for The Client assignment, except in the event of intent or gross negligence on the part of Letink Design.

Article 12 – Confidentiality

1. The Client is obliged to maintain confidentiality of all confidential information that it provides in the context of the agreement from Letink Design. Information is considered confidential if it is communicated by Letink Design in such a manner or if this arises from the nature of the information.

Article 13 – Intellectual property

1. Without prejudice to the provisions of Article 12 (Confidentiality) of these terms & conditions, Letink Design assumes the rights and powers that accrue to it under the Copyright Act and other intellectual laws and regulations.

2. Work files, source codes and/or scripts related to or designed in the context of the assignment are never provided by Letink Design to The Client, nor (are the rights thereto) transferred, unless a provision and/or transfer (of the rights thereof) is express and is/are unambiguously included by Letink Design in the agreement concluded between the parties.
3. All documents provided by Letink Design, such as reports, advice, designs, sketches, drawings, software, data carriers, etc., are exclusively intended for use by The Client within the framework of the agreement and may not be used by him without prior permission Letink Design for reproduction, made public or brought to the attention of third parties.
4. Letink Design has the right to extend its rights of new insights made throughout the execution of the agreement to also use this knowledge for other purposes, provided that this does not involve strictly confidential information of The Client is brought to the attention of third parties.

Article 14 – Applicable law and dispute resolution

1. All legal relationships to which Letink Design is a party are exclusively governed by Dutch law. Also if an obligation is fully or partially fulfilled abroad or if the party involved in the legal relationship has domicile there. The applicability of Viennese Purchase agreement is excluded.
2. The court with jurisdiction in the place of business of Letink Design has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, Letink Design has it right to submit the dispute to the competent court according to the law. If The Client is a consumer or if three or fewer than three persons are employed in his business or practice, he has the right to opt for settlement within one month after Letink Design has invoked this provision of the dispute by the competent civil court according to the law.
3. Parties will only appeal to the court after they have made every effort to settle the dispute by mutual agreement.

Article 15 – Location and changes to conditions

1. These Terms & Conditions have been filed in Dutch at the Chamber of Commerce under number 68630514.
2. Letink Design is authorized to make changes to these conditions. The changes take effect into effect at the announced time of entry into force, or at least when the change is made communicated.
3. The most recently filed general terms & conditions, or at least the general ones, always apply conditions as they applied at the time the agreement with Letink was concluded Design.