



General Terms and Conditions Floramedia Nederland B.V. (Creation Dept.)

Established in (1551 NC) Westzaan at Kleine Steng 1, accessible via www.floramedia.nl.

1. Agreement, offer, and confirmation

- 1.1. These general terms and conditions (hereinafter: General Terms and Conditions) apply to all offers and to the formation, content, and performance of all agreements entered into between the client and the contractor (hereinafter: Floramedia Nederland B.V. (Creation Dept.)). Any deviations from these General Terms and Conditions must be agreed in writing between the client and Floramedia Nederland B.V. (Creation Dept.).
- 1.2. Offers are non-binding and valid for 2 months. Quotations are subject to change due to unforeseen changes in the work. Prices are exclusive of VAT. Stated rates and offers do not automatically apply to future assignments. The client warrants the accuracy and completeness of the data provided by or on behalf of the client to Floramedia Nederland B.V. (Creation Dept.), upon which Floramedia Nederland B.V. (Creation Dept.) bases its offer.
- 1.3. Assignments must be confirmed in writing by the client. If the client fails to do so, but nevertheless agrees to Floramedia Nederland B.V. (Creation Dept.) commencing work on the assignment, the content of the offer shall be deemed agreed upon and these General Terms and Conditions shall apply. Further verbal agreements and stipulations shall only bind Floramedia Nederland B.V. (Creation Dept.) after they have been confirmed in writing by Floramedia Nederland B.V. (Creation Dept.).

2. Execution of the agreement

- 2.1. Floramedia Nederland B.V. (Creation Dept.) shall make every effort to execute the assignment carefully and independently, to look after the client's interests to the best of its knowledge, and to strive for a usable result for the client, as can and may be expected from a reasonably acting professional design agency. To the extent necessary, Floramedia Nederland B.V. (Creation Dept.) shall keep the client informed of the progress of the work.
- 2.2. The client shall do everything that is reasonably necessary or desirable to enable timely and correct delivery by Floramedia Nederland B.V. (Creation Dept.), such as the timely supply (or causing the supply) of complete, sound, and clear data or materials, of which Floramedia Nederland B.V. (Creation Dept.) indicates or the client understands or should reasonably understand to be necessary for the execution of the agreement.
- 2.3. Any period specified by Floramedia Nederland B.V. (Creation Dept.) for the execution of the assignment is indicative, unless explicitly agreed otherwise in writing.
- 2.4. Unless agreed otherwise, the assignment of Floramedia Nederland B.V. (Creation Dept.) does not include:
 - a) conducting tests, applying for permits, or assessing whether instructions from the client comply with legal or quality standards;
 - b) researching the existence of rights, including patent rights, trademark rights, design rights, copyrights, or portrait rights of third parties;
 - c) researching the possibility of potential forms of protection as referred to in sub b for the client;
 - d) testing, assessing, or substantiating environmental and sustainability claims, logos, quality marks, or other green claims (including claims under the EU EmpCo Directive / Directive (EU) 2024/825) against applicable laws and regulations.



- 2.5. Before proceeding to execution, production, reproduction, or publication, parties shall provide each other with the opportunity to inspect and approve the final models, prototypes, or proofs of the result.
- 2.6. Deviations in the (final) result compared to what was agreed upon are no reason for rejection, discount, compensation, or dissolution of the agreement, provided that these deviations, taking all circumstances into account, are reasonably of minor significance.
- 2.7. Complaints must be communicated in writing to Floramedia Nederland B.V. (Creation Dept.) as soon as possible, but in any case within ten business days after completion of the assignment, failing which the client shall be deemed to have fully accepted the result of the assignment.

3. Engagement of third parties

- 3.1. Unless agreed otherwise, orders to third parties in the context of executing the assignment shall be placed by or on behalf of the client. At the client's request, Floramedia Nederland B.V. (Creation Dept.) may act as an authorized agent for the account and risk of the client. Parties may agree on a fee to be further determined for this purpose.
- 3.2. When Floramedia Nederland B.V. (Creation Dept.) prepares an estimate for third-party costs at the client's request, this estimate shall be indicative. If desired, Floramedia Nederland B.V. (Creation Dept.) may request quotes on behalf of the client.
- 3.3. When Floramedia Nederland B.V. (Creation Dept.) explicitly agrees to procure goods or services from third parties for its own account and risk during the execution of the assignment, after which these goods or services are passed on to the client, the provisions of the general terms and conditions and/or separate agreements of the supplier regarding warranty and liability shall also apply against the client.
- 3.4. When Floramedia Nederland B.V. (Creation Dept.) issues assignments or instructions to production companies or other third parties, whether in the name of the client or not, the client shall, upon request of Floramedia Nederland B.V. (Creation Dept.), confirm in writing the approval referred to in Article 2.5 of these General Terms and Conditions.
- 3.5. The client shall not engage third parties without consulting Floramedia Nederland B.V. (Creation Dept.) if this may affect the execution of the assignment as agreed with Floramedia Nederland B.V. (Creation Dept.). In such cases, the parties shall consult on which other contractors are to be engaged and what tasks will be assigned to them.
- 3.6. Floramedia Nederland B.V. (Creation Dept.) is not liable for errors or defects in products or services provided by third parties engaged by or on behalf of the client, regardless of whether they were introduced by Floramedia Nederland B.V. (Creation Dept.). The client must address these parties directly. Floramedia Nederland B.V. (Creation Dept.) may provide assistance in this regard if desired.

4. Intellectual property rights and property rights

- 4.1. All intellectual property rights arising from the assignment—including patent rights, trademark rights, design rights, and copyrights—on the results of the assignment belong to Floramedia Nederland B.V. (Creation Dept.). Insofar as such a right can only be acquired through filing or registration, only Floramedia Nederland B.V. (Creation Dept.) is authorized to do so, unless agreed otherwise.
- 4.2. Parties may agree that the rights referred to in the first paragraph are transferred in whole or in part to the client. This transfer and any conditions under which the transfer takes place shall always be recorded in writing. Until the moment of transfer, a right of use is granted as regulated in Article 5 of these General Terms and Conditions.
- 4.3. Floramedia Nederland B.V. (Creation Dept.) has the right at all times to state or remove its name on, near, or in publicity surrounding the result of the assignment in the manner customary for that result. The client is not permitted to make public or reproduce the result without mentioning the name of Floramedia Nederland B.V. (Creation Dept.) without prior permission from Floramedia Nederland B.V. (Creation Dept.).



- 4.4. Unless agreed otherwise, the (originals of the) results produced by Floramedia Nederland B.V. (Creation Dept.) in the context of the assignment (such as designs, design sketches, concepts, advice, reports, estimates, budgets, specifications, working drawings, illustrations, photographs, prototypes, scale models, molds, (partial) products, films, (audio and video) presentations, source codes, and other materials or (electronic) files, etc.) remain the property of Floramedia Nederland B.V. (Creation Dept.), regardless of whether they have been made available to the client or to third parties.
- 4.5. Upon completion of the assignment, neither the client nor Floramedia Nederland B.V. (Creation Dept.) has a retention duty towards each other regarding the materials and data used, unless agreed otherwise.

5. Use of the result

- 5.1. When the client fully complies with its obligations under the agreement with Floramedia Nederland B.V. (Creation Dept.), it acquires the right to use the result of the assignment in accordance with the agreed purpose. If no agreements have been made regarding the purpose, the right of use remains limited to that use for which the assignment was (evidently) given. The right of use is exclusive, unless the nature of the agreement implies otherwise or it has been agreed otherwise.
- 5.2. When the result also relates to works to which third-party rights apply, the parties shall make additional agreements on how the use of these works will be regulated.
- 5.3. The client does not have the right to adjust, broaden, or otherwise (re)use or execute the result of the assignment, or to have this done by third parties, without written permission. Floramedia Nederland B.V. (Creation Dept.) may attach conditions to this permission, including the payment of a fair fee.
- 5.4. In the event of non-agreed broader or different use, also including modification, mutilation, or impairment of the preliminary or final result, Floramedia Nederland B.V. (Creation Dept.) is entitled to compensation for infringement of its rights equal to at least three times the agreed fee, or at least compensation that is reasonable and fair in relation to the committed infringement, without losing any other right.
- 5.5. The client is no longer permitted to use the results made available, and any right of use granted to the client in the context of the assignment shall lapse, unless the consequences thereof would be contrary to reasonableness and fairness.
- 5.6. Floramedia Nederland B.V. (Creation Dept.) has the freedom, taking into account the interests of the client, to use the results for its own publicity, procurement of assignments, promotion (including competitions and exhibitions, etc.), and to obtain physical results on loan when applicable.

6. Fees and expenses

- 6.1. Floramedia Nederland B.V. (Creation Dept.) is entitled to a fee for executing the assignment. This may consist of an hourly rate, a consultancy fee, a fixed amount (whether or not related to the project sum), or any other compensation to be agreed upon between the parties.
- 6.2. In addition to the agreed fee, expenses incurred by Floramedia Nederland B.V. (Creation Dept.) for the execution of the assignment, such as office, travel, and accommodation expenses, printing costs, copies, proofs, prototypes, and third-party costs for advice, production, and guidance, etc., are also eligible for reimbursement. These costs will be specified in advance as much as possible, unless a mark-up percentage is agreed upon.
- 6.3. When Floramedia Nederland B.V. (Creation Dept.) is forced to perform additional or different work due to late or non-delivery of complete, sound, and clear data/materials, due to an altered or incorrect assignment or briefing, or due to external circumstances, this work will be invoiced separately based on the fee rates customarily applied by Floramedia Nederland B.V. (Creation Dept.). Floramedia Nederland B.V. (Creation Dept.) will inform the client in advance, unless this is impossible due to circumstances or the nature of the work does not permit delay.
- 6.4. When the execution of the assignment is delayed or interrupted due to circumstances that cannot be attributed to Floramedia Nederland B.V. (Creation Dept.), the client is obliged to reimburse any costs incurred as a result. Floramedia Nederland B.V. (Creation Dept.) will attempt to limit the costs as much as possible.



7. Payment and suspension

- 7.1. All payments must be made without deduction, set-off, or suspension within 30 days of the invoice date, unless agreed otherwise in writing or stated otherwise on the invoice.
- 7.2. All goods delivered to the client remain the property of Floramedia Nederland B.V. (Creation Dept.) until all amounts owed by the client to Floramedia Nederland B.V. (Creation Dept.) pursuant to the agreement concluded between the parties have been paid in full.
- 7.3. When the client is in default of full or partial payment of the amounts due, the client shall owe statutory interest and extrajudicial collection costs, which shall be at least 10% of the invoice amount with a minimum of €150, excl. VAT.
- 7.4. Floramedia Nederland B.V. (Creation Dept.) shall ensure timely invoicing. In consultation with the client, Floramedia Nederland B.V. (Creation Dept.) may invoice the agreed fee and expenses as an advance, interim, or periodic payment.
- 7.5. Floramedia Nederland B.V. (Creation Dept.) may suspend the execution of the assignment after the payment term has expired and the client, after receiving a written demand for payment, fails to pay within 14 days, or when Floramedia Nederland B.V. (Creation Dept.) must understand from a communication or conduct of the client that payment will be withheld.

8. Cancellation and dissolution of the agreement

- 8.1. When the client cancels the agreement without attributable failure on the part of Floramedia Nederland B.V. (Creation Dept.), or when Floramedia Nederland B.V. (Creation Dept.) dissolves the agreement due to an attributable failure in the performance of the agreement by the client, the client shall be liable for damages in addition to the fee and expenses incurred for work performed up to that point. Conduct by the client on the basis of which Floramedia Nederland B.V. (Creation Dept.) can no longer reasonably be required to complete the assignment shall also be considered an attributable failure in this context.
- 8.2. The damages referred to in the previous paragraph shall include at least the costs arising from obligations entered into by Floramedia Nederland B.V. (Creation Dept.) in its own name with third parties for the fulfilment of the assignment, as well as at least 30% of the remaining portion of the fee that the client would have owed upon full completion of the assignment.
- 8.3. Both Floramedia Nederland B.V. (Creation Dept.) and the client have the right to dissolve the agreement in whole or in part immediately, and all amounts due shall become immediately payable if a petition for bankruptcy, (provisional) suspension of payments, or debt restructuring is filed with respect to the other party.
- 8.4. When the work of Floramedia Nederland B.V. (Creation Dept.) consists of repeatedly performing similar work, this constitutes a long-term agreement, unless agreed otherwise in writing. This agreement can only be terminated by written notice subject to a reasonable notice period of at least three months, during which period the client shall continue to procure the usual volume of work from Floramedia Nederland B.V. (Creation Dept.) or financially compensate for it.

9. Warranties and indemnities

- 9.1. Floramedia Nederland B.V. (Creation Dept.) warrants that the delivered work has been designed by or on its behalf and that, if copyright rests on the result, it is considered the creator within the meaning of the Copyright Act and can dispose of the work as copyright holder. Floramedia Nederland B.V. (Creation Dept.) warrants that the result of the assignment at the time of its creation, as far as it knows or should reasonably know, does not infringe third-party rights or is otherwise unlawful. This warranty provision does not apply to results or parts of results created or co-created using generative AI applications.
- 9.2. When the client uses the results of the assignment, the client shall indemnify Floramedia Nederland B.V. (Creation Dept.) or third parties engaged by Floramedia Nederland B.V. (Creation Dept.) for the assignment against all third-party claims arising from the application or use of the result of the assignment. This does not affect the liability of Floramedia Nederland B.V. (Creation Dept.) towards the client for failure to fulfil warranties as referred to in the preceding paragraph and other liability as referred to in Article 10 of these General Terms and Conditions.



- 9.3. The client shall indemnify Floramedia Nederland B.V. (Creation Dept.) against claims regarding intellectual property rights on all materials and/or data provided by the client, which are used in the execution of the assignment.

10. Liability

- 10.1. In the event of an attributable failure, Floramedia Nederland B.V. (Creation Dept.) must first be given written notice of default, with a reasonable period to still fulfil its obligations, or to correct any errors, or to limit or remediate damage.
- 10.2. Floramedia Nederland B.V. (Creation Dept.) is exclusively liable to the client for direct damage attributable to Floramedia Nederland B.V. (Creation Dept.). Liability of Floramedia Nederland B.V. (Creation Dept.) for indirect damage, including consequential damage, lost profits, lost savings, corrupted or lost data/materials, or business interruption damage, is excluded.
- 10.3. Except in cases of intent or deliberate recklessness by Floramedia Nederland B.V. (Creation Dept.), the liability of Floramedia Nederland B.V. (Creation Dept.) is limited to the fee of Floramedia Nederland B.V. (Creation Dept.) for the assignment, or at least that part of the assignment to which the liability relates. This amount shall not exceed €75,000, and is in any case at all times limited to a maximum of the amount that the insurer pays out to Floramedia Nederland B.V. (Creation Dept.) in the relevant case. The amount for which Floramedia Nederland B.V. (Creation Dept.) is liable in any given case shall be reduced by any sums insured by the client.
- 10.4. All liability lapses after two years from the moment the assignment has ended due to completion, cancellation, or dissolution.

11. Other provisions

- 11.1. If the client wishes to grant the same assignment simultaneously to parties other than Floramedia Nederland B.V. (Creation Dept.), or has previously granted the assignment to another party, it shall inform the contractor of this, stating the names of these other parties.
- 11.2. The client is not permitted to transfer any right under an agreement concluded with Floramedia Nederland B.V. (Creation Dept.) to third parties, other than upon transfer of its entire business or with written permission from Floramedia Nederland B.V. (Creation Dept.).
- 11.3. Parties are required to maintain confidentiality regarding all confidential information, facts, and circumstances that come to their knowledge in the context of the assignment from each other or from another source, of which it can reasonably be understood that disclosure or communication to third parties could cause damage to Floramedia Nederland B.V. (Creation Dept.) or the client. Third parties involved in the execution of the assignment shall be bound by the same confidential treatment regarding these facts and circumstances originating from the other party.
- 11.4. If any provision of these General Terms and Conditions is void or voided, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. In that case, the parties shall enter into consultation to agree on new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and intent of the void or voided provisions.
- 11.5. Headings in these General Terms and Conditions serve solely to improve readability and do not form part of these General Terms and Conditions.
- 11.6. Dutch law applies to the agreement between Floramedia Nederland B.V. (Creation Dept.) and the client. Parties shall initially attempt to resolve any dispute that arises in mutual consultation. Unless the parties have explicitly agreed on arbitration in writing, the court competent according to the law, or the court in the district where Floramedia Nederland B.V. (Creation Dept.) is established - at the discretion of Floramedia Nederland B.V. (Creation Dept.) - shall hear disputes between Floramedia Nederland B.V. (Creation Dept.) and the client.

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