

# AGENCY GROUP

## General Terms and Conditions Agency Group B.V.

Version 1.01 Januari 2026

### Eindhoven

Ambachtsweg 26  
5683 CD Best, Netherlands  
+31 (0)40 240 51 51

### Amsterdam

Keizersgracht 62  
1015 CS Amsterdam, Netherlands  
+31 (0)20 244 65 50

IBAN: NL15 INGB 0006 5614 12  
BIC: INGBNL2A  
VAT: NL865345843B01  
ICC: 90520769

## Article 1. General

**1.1 Agency Group B.V.** In these General Terms and Conditions ("General Terms and Conditions"), Agency Group B.V. ("Agency Group B.V.") means:

Agency Group B.V., a private limited liability company incorporated under Dutch law, operating inter alia under the trade names Animation Agency and Film Agency, having its registered office in Best, the Netherlands, with its principal place of business at Ambachtsweg 26, 5683 CD Best.

### 1.2 Client

In these General Terms and Conditions, "Client" means the party that requests an offer from Agency Group B.V. and/or enters into an agreement with Agency Group B.V. in connection with the development and/or delivery of a Product.

### 1.3 Product(s)

In these General Terms and Conditions, "Product" means all work to be performed and/or works to be produced by Agency Group B.V. for the Client, including but not limited to designs, concepts, logos, house styles, advertisements, (working) drawings, posters, business cards, (design) sketches, web interfaces, films, animations and other materials or (electronic) files.

### 1.4 Applicability of the General Terms and Conditions

These General Terms and Conditions apply to the formation, content and performance of all agreements entered into between Agency Group B.V. and the Client ("Agreements"), as well as to all offers issued by Agency Group B.V. Deviations from these General Terms and Conditions are only valid if agreed jointly and in writing.

### 1.5 Deviating terms

The applicability of any general terms and conditions of the Client or third parties is expressly excluded.

### 1.6 Applicability in relation to third parties

These General Terms and Conditions also apply to all Agreements pursuant to which Agency Group B.V. engages third parties for the performance of its obligations.

### 1.7 Conflicting provisions

If an Agreement contains one or more provisions that conflict with these General Terms and Conditions, the provisions of the Agreement shall prevail.

## Article 2. Agreement, offer and confirmation

### 2.1 Offer

Each offer issued by Agency Group B.V. is without obligation and valid for a period of thirty (30) days. Agency Group B.V. reserves the right to revoke an offer at any time. Upon acceptance of such non-binding offer by the Client, Agency Group B.V. shall have the right to revoke the offer within seven (7) days after acceptance.

### 2.2 Amendment of the Agreement

The Client shall be obliged to pay the agreed price for delivery of the Product, subject to the provisions of article 2.3 of these General Terms and Conditions. If Agency Group B.V., at the request of the Client, is required to perform additional work outside the scope of the Agreement, such additional work shall be invoiced on the basis of subsequent calculation at the then applicable hourly rates, unless agreed otherwise in writing. Agency Group B.V. shall only be obliged to perform such work insofar as reasonably possible.

### 2.3 Price overruns

Price overruns of up to ten percent (10%) of the agreed price for the Product shall be accepted by the Client as a budgetary risk and need not be reported separately.

### 2.4 Turnover tax

All prices are exclusive of VAT and any shipping, transport or postage costs, unless expressly agreed otherwise in writing.

### 2.5 Multiple designers/agencies

If the Client intends to assign the same assignment simultaneously to parties other than Agency Group B.V., the Client shall inform Agency Group B.V. thereof, stating the names of such other designers or agencies. If the Client has previously assigned the same assignment to another designer or agency, the Client shall inform Agency Group B.V. accordingly.

## Article 3. Performance of the Agreement

### 3.1 Performance of the Agreement

Agency Group B.V. shall perform the Agreement to the best of its ability, exercise due care and safeguard the interests of the Client, striving to achieve a result that is usable for the Client.

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Where necessary, Agency Group B.V. shall keep the Client informed of the progress of the work.

### 3.2 Work by third parties

If and insofar as deemed necessary by Agency Group B.V. for the performance of the Agreement, Agency Group B.V. shall be entitled to engage third parties on behalf of and at the expense of the Client without prior consent.

### 3.3 Provision of information

The Client shall ensure that all data, information and documentation required for the performance of the Agreement are provided to Agency Group B.V. in a timely manner. Failure to do so entitles Agency Group B.V. to suspend performance and/or charge additional costs resulting from the delay.

### 3.4 Requests for third-party quotations

Any cost estimates prepared by Agency Group B.V. for third-party services are indicative only and do not give rise to any rights.

### 3.5 Approval of interim results

If the Agreement is executed in phases, Agency Group B.V. may suspend subsequent phases until the results of the preceding phase have been approved in writing and, if invoiced, paid.

### 3.6 Publication and reproduction

Prior to production, reproduction or publication of the Product, the parties shall be given the opportunity to review and approve the final models, prototypes or proofs. At the request of Agency Group B.V., the Client shall confirm its approval in writing, including by email.

### 3.7 Delivery periods

Any delivery period stated by Agency Group B.V. shall be indicative only and shall not constitute a fatal deadline, unless expressly agreed otherwise.

### 3.8 Tests, permits and statutory provisions

Testing, permit applications and verification of compliance with statutory regulations do not form part of the Agreement.

### 3.9 Shipment

Shipment of the Product or parts thereof shall take place at the expense and risk of the Client.

## Article 4. Delivery and Acceptance

### 4.1 Delivery

Agency Group B.V. shall deliver the Product once, in its professional opinion, the Product complies with the Agreement and is suitable for the agreed use by the Client. Delivery may take place in phases, unless expressly agreed otherwise in writing.

### 4.2 Review and acceptance

Following delivery of the Product, or a phase thereof, the Client shall review the delivered Product within a period of fourteen (14) days and notify Agency Group B.V. in writing whether the Product is approved or rejected with substantiated reasons.

### 4.3 Acceptance by silence

If the Client fails to respond in writing within the period referred to in article 4.2, or if the Product is used in whole or in part, the Product shall be deemed irrevocably approved and accepted.

### 4.4 Justified rejection

If the Client rejects the Product within the applicable period and such rejection is justified, Agency Group B.V. shall make reasonable efforts to remedy the identified deficiencies within a reasonable period. The manner in which such remedy is carried out shall be at the sole discretion of Agency Group B.V.

### 4.5 Final acceptance per phase

If the Product is delivered in phases, approval or acceptance by silence of a phase shall be deemed final. The Client may not base a rejection in a subsequent phase on elements that were approved or deemed approved in an earlier phase.

### 4.6 Limitation of liability after acceptance

After acceptance of the Product, whether explicit or implicit pursuant to this article, any liability of Agency Group B.V. for visible defects in the Product shall lapse, without prejudice to the provisions of article 9 of these General Terms and Conditions.

### 4.7 Delivery in case of lack of cooperation

If delivery or completion of the Product is delayed as a result of the Client's failure to respond timely or adequately to requests for review, feedback or approval, Agency Group B.V. shall be entitled to deem the Product delivered and accepted after expiry of the period referred to in article 4.2.

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## Article 5. Intellectual Property Rights

### 5.1 Ownership

Unless expressly agreed otherwise in writing, all intellectual property rights, copyrights and other rights of industrial property in all Products created by Agency Group B.V. shall remain vested in Agency Group B.V.

### 5.2 Attribution

Agency Group B.V. shall at all times be entitled to mention or remove its name on or in connection with the Product.

## Article 6. Fees

### 6.1 Fees and additional costs

In addition to the agreed fee, all costs incurred by Agency Group B.V. in the performance of the Agreement shall be reimbursed by the Client.

### 6.2 Fees for additional work

Additional work resulting from incomplete, late or incorrect information supplied by the Client shall be invoiced on a time and materials basis.

## Article 7. Payment

### 7.1 Payment obligation

Invoices must be paid within fourteen (14) days of the invoice date. Late payment results in default by operation of law and statutory commercial interest shall be due.

### 7.2 Advance payment

The Client shall pay an advance of fifty percent (50%) of the total value of the Agreement prior to commencement.

### 7.3 Partial invoicing

Agency Group B.V. is entitled to issue partial invoices.

### 7.4 Invoice complaints

Complaints regarding invoices must be submitted in writing within eight (8) days after the invoice date.

## Article 8. Termination

### 8.1 Termination by the Client

Upon termination, the Client shall be liable for fees and costs incurred up to that moment.

### 8.2 Termination by Agency Group B.V.

Agency Group B.V. may terminate the Agreement in the event of an attributable failure by the Client.

### 8.3 Compensation

Termination compensation amounts to at least twenty-five percent (25%) of the agreed price, with a minimum of EUR 500.

## Article 9. Warranties and Indemnities

### 9.1 Indemnification

The Client indemnifies Agency Group B.V. against all third-party claims relating to the Product.

### 9.2 Acceptance and warranty

Products not rejected in writing within eight (8) days after delivery shall be deemed accepted.

## Article 10. Force Majeure

### 10.1 Force majeure

Neither party shall be liable for failure to perform due to force majeure.

## Article 11. Liability

### 11.1 Limitation

Agency Group B.V.'s liability is limited to direct damage and capped in accordance with the Agreement.

## Article 12. Amendments

### 12.1 Amendments

Agency Group B.V. reserves the right to amend these General Terms and Conditions.

## Article 13. Miscellaneous

### 13.1 Governing law and jurisdiction

These General Terms and Conditions are governed by Dutch law. The competent court in the district where Agency Group B.V. has its registered office shall have exclusive jurisdiction.

These General Terms and Conditions have been filed with the Dutch Chamber of Commerce.