

GENERAL TERMS AND CONDITIONS DJM&S NV

Article 1. Definitions

1. In these general terms and conditions, the following words have the following meanings:
2. Client: the natural person or legal entity that contracts the supplier to deliver or produce goods and/or provide services;
3. Supplier: DJM&S NV, with registered office at Vaartdijkstraat 19D, 8200 Bruges (Belgium), which has accepted the contract referred to in point 2 or has issued a quotation or offer prior to a potential contract.

Article 2. General

1. These general terms and conditions apply to all agreements with and all quotations or offers of the supplier.
2. General terms and conditions of the client or of third parties are not applicable to offers, quotations of and agreements with the supplier, unless it is explicitly agreed in writing that the general terms and conditions of the client or of third parties are applicable. The technical specifications and drawings that are part of an offer, quotation, advice, estimate, budget or pre-calculation have the character of an approximation.
3. The legal force of the other articles or parts thereof is not affected insofar as one or more articles of these general terms and conditions or parts thereof, are shown to be invalid.
4. All articles of these general terms and conditions are deemed acknowledged and accepted by the client.
5. The supplier is entitled to use subcontractors at any time to carry out its undertakings.

Article 3. Quotations and orders

1. Offers, quotations, advice, estimates and notifications in regard thereto of the supplier are not binding and are valid for three months, unless the supplier states in writing that these acts are binding. They are subject to revision if the price of raw materials and/or wages rises.
2. The quotations are always drawn up without stating the legal charges and taxes, which are always payable by the client.
3. The supplier is not bound to enter into agreement with the client by the simple act of issuing an estimate, budget, pre-calculations or similar notification with or without a quotation.
4. Agreements with the supplier are only established when the client signs an agreement drawn up by the supplier or when the client accepts a written offer of the supplier in writing or the supplier sets down the arrangements agreed with the client in writing. The handing over of a written request by the supplier, without explicit reservation, to organise an event also entails the obligation to assign the performance of the work to the supplier or to compensate the supplier for the costs occasioned.
5. Changes to the agreement and additions to the agreement can only be made in writing, unless the supplier explicitly states otherwise.
6. The client bears the risk of misunderstandings with regard to the content and performance of the agreement if these are due to the non-receipt, incorrect receipt or incomplete receipt by the supplier of specifications or other notifications that are made verbally or by a person designated to that end by the client or are delivered by any technical means such as telephone, fax, email by computer and any similar transmission medium.
7. The client must carefully check the typesetting, printed matter or other proofs it receives from the supplier, as requested or otherwise, for mistakes and flaws and to return them corrected or approved to the supplier with due dispatch.
8. Approval of the proofs or samples by the client constitutes recognition that the supplier has correctly performed the activities preceding the proofs or samples.
9. The supplier is not liable for defects, mistakes and flaws that go unnoticed in the proofs or samples approved or corrected by the client.
10. Each proof or sample produced on the request of the client will be charged in addition to the agreed price, unless it is explicitly agreed that the costs of these proofs or samples are included in the price.
11. The client is entitled to cancel the agreement before the supplier has begun performing the agreement, provided it compensates the losses incurred by the supplier as a result. These losses include but are not limited to losses and lost profit suffered by the supplier and in any case the costs that the supplier has already incurred (by way of preparation), including non-refundable advances to third parties, purchased materials and contracted services. In this case, the client will owe the supplier at least an agency fee of 10% of the agreed sales price or EUR 1,000, whichever is higher.
12. The supplier is entitled to refuse to use the items provided by the client, including but not limited to texts, photos, drawings, data files and other data, in the objects to be supplied or in the services to be provided if these items contravene generally accepted standards and values, if they are discriminatory on the basis of religion, race, appearance, gender or culture or if such use breaks a law or if such use entails improper use of the internet.

Article 4. Entrusted goods

1. The supplier shall exercise due care in keeping safe goods entrusted to it by the client under the agreement.
2. Without prejudice to the provisions of the preceding paragraph of this article, the client will bear all risks with regard to the objects referred to in article 1 during the safekeeping. The client must take out any desired insurance to cover this risk.

Article 5. Delivery

1. Unless agreed otherwise, delivery will be made at the place where the supplier has its place of business.
2. The client must fully cooperate with the delivery of the objects to be supplied or the services to be provided by the supplier under the agreement. The client will be in breach, even without notification,

if it fails to collect from the supplier the objects to be delivered on the first request of the supplier or, if delivery to the client's address is agreed, if it fails to take receipt of the objects to be delivered. Furthermore, the client will also be in breach, even without notification, if it fails to use the services on the agreed date.

3. The supplier continues to be the owner under the law of property of all objects or services supplied by the supplier to the client until the client has settled all of its obligations under this agreement, including interest and charges.
4. If transport of the objects to be delivered has been agreed, this will be payable by the client. The client bears all risks during transport and during loading and unloading. Transport means transmission of data by means of the telephone network and any comparable transmission using any technical means.
5. The supplier is not responsible for storing the objects to be supplied, unless this is explicitly agreed. Any storage that occurs is always at the risk and expense of the client.
6. A delivery term given by the supplier is approximate and provisional and so does not entail an undertaking to achieve a specific result, unless it is explicitly stated in writing that this is a deadline. The supplier is in breach with regard to this deadline agreed in writing only after notification hereof by the client.
7. The supplier is no longer bound by an agreed delivery deadline if the client wishes to make any changes to the work specifications or fails to comply with the provisions of article 3 paragraph 7 of these terms and conditions, unless the significance of the changes or the delay is not enough to necessitate a change to the deployment of production capacity originally planned by it.
8. In the performance of the agreement the client is obliged to do everything reasonably needed or desired to enable the timely delivery by the supplier, particularly by immediately answering the questions of the supplier, preventing imperfect deliveries as referred to in article 6 paragraph 4 and by complying with the provisions of article 3 paragraph 7 and article 7 paragraph 3 of these terms and conditions.
9. In the event of non-compliance by the client with the provisions in the preceding paragraph of this article an agreed delivery deadline/term is no longer binding and the client is deemed in breach without the need for written notification of this by the supplier. The supplier is in that case, without prejudice to the rights falling to it by law, authorised to suspend performance of the agreement until the client has rectified this omission. The supplier will then perform the agreement within a reasonable term.
10. If the supplier sends a draft to the client by email for final approval for publication/distribution, the draft will be deemed approved four hours after the email is sent, unless explicitly stated otherwise by the client.
11. Software will only be delivered after thorough acceptance testing by the client. The supplier will be notified of any imperfections revealed during the acceptance tests in a test report. Imperfections means errors and defects or any other failure to function in accordance with the agreed specifications. An imperfection will be investigated, provided it can be reproduced.
12. If the software is delivered and tested in phases or parts, the non-acceptance of a specific phase or part does not affect any acceptance of a previous phase or part.
13. The software will be deemed to be accepted when the errors stated in the test report have been rectified. If the supplier does not receive a test report, the software will be deemed to be accepted the first day after the test period.
14. After acceptance, under this agreement the supplier is not bound to repair the defects in the software. The supplier may charge the costs of repair if the errors could have been observed when the agreed acceptance test was conducted.
15. During the test period using the software for productive or operational purposes is not permitted. The software will be deemed to be fully accepted if it is used in any way for productive or operational purposes before acceptance.

Article 6. Price

1. All prices stated are exclusive of VAT and other taxes imposed by the authorities and exclusive of transport, insurance and implementation costs and costs of using third parties.
2. The price that the supplier has stated for the work it is to perform applies solely to the work in accordance with the agreed specifications. The prices are based on factors determining the cost at the time of the estimate.
3. The supplier is entitled to increase the agreed price if one or more of the following circumstances occur after the agreement is entered into: a rise in the cost of materials, intermediate goods or services that are needed to perform the agreement, a rise in the shipping costs, the price of hotel rooms or facilities due to a last-minute booking, the costs of temporary workers, wages, employer social security contributions, costs involved in other employment conditions, the introduction of new or rise in existing government taxes on raw materials, energy or residues, a considerable change in currency exchange rates or, in general, circumstances that are comparable to these.
4. Texts that require more work, unclear copy, unclear faxes, sketches, photos, drawings or models, defective data carriers, defective computer software or data files, unsound methods of delivery of the materials or products to be supplied by the client and all similar deliveries by the client that necessarily entail additional work or costs for the supplier that could not be reasonably expected when the agreement was entered into, are grounds for raising the agreed price. Exceptional and reasonably unforeseeable processing difficulties due to the nature of the materials and products to be processed are also grounds for raising the agreed price.
5. The supplier is entitled to raise the agreed price or lower the agreed price if the client makes changes to the originally agreed specifications, including author's corrections or changed instructions after receipt of visuals, photos, working drawings, models, text and typesetting, printed matter and

other proofs. The supplier will cooperate with these changes within reason if the content of the work it is to perform does not substantially depart from the work originally agreed.

Article 7. Payment

1. Unless agreed otherwise, the client must pay the price and the other amounts payable under the agreement in cash, without being able to claim any discount.
2. Regardless of the agreed payment terms and conditions, the supplier is entitled to demand sufficient security for the payment before the delivery of the goods and services in question and to suspend the completion of an order if this security cannot be provided.
3. In the event of agreed partial deliveries, as well as the payment of that part the supplier is entitled to demand the payment of the costs incurred for the whole delivery, such as reservation costs, costs of using goods and services of third parties, purchased raw materials or intermediate products, produced samples and proofs. The supplier is entitled to demand delivery cash in advance at all times.
4. If the client does not pay on time as referred to in paragraph 1 of this article, by right without notification it shall owe interest on the overdue invoices equal to the reference interest rate plus seven percentage points and rounded up to the next half percentage point. Furthermore, in the event of non-payment of an invoice by the due date, the outstanding amount will be increased by 12% as contractual compensation, with a minimum of EUR 50 and a maximum of EUR 2,000, unless the actual costs of collection are higher.
5. In the event of liquidation, bankruptcy or moratorium of the client or the filing of a request for a composition by the client, the obligations of the client will be immediately due and payable.
6. If any supplier imposes additional costs (or interest, fines etc.) on the supplier due to late or non-payment that is attributable to the client, the client will immediately refund the supplier these additional costs, as well as any interest the supplier adds to the sum. Any other method of payment can only be granted exceptionally, in writing, and can never lead to these general terms and conditions being amended or rescinded. Offsetting the invoice amounts due against any claimed receivables is never permitted. Payments are always attributed to the costs and the compensation, then to the interest and only then to the original sum.

Article 8. Rights of industrial property and copyright

1. The supplier retains the industrial property rights or copyright on all goods produced by the supplier, such as draft drawings, prints, proofs, work and detailed drawings, models, data carriers, computer software, data files, photographs, films and sound files, even if one or more of the aforementioned works is stated as a separate item in the quotation, offer or invoice.
2. The supplier is not bound to transfer the rights stated in paragraph 1 to the client. Transfer of industrial property rights and/or copyright by the supplier to the client in the form of proprietary rights, user rights or in any other form shall only occur on the basis of a written licensing agreement to that effect. Unless stated otherwise in writing, licenses will only come into effect after the payment of all outstanding amounts relating to the industrial property rights and/or copyright.
3. The client assures the supplier that the client has the copyright on all items, including but not limited to logos, photos, graphical presentations, music film and sound files and texts that the client provides or that the copyright holder has given permission for these items to be included in the contract.
4. All work performed by the supplier must bear its name and/or identifying mark, even if it already bears the name of a publisher, printer or intermediary.
5. The client indemnifies the supplier against all claims of a third party due to a breach of industrial property rights and copyright with regard to items provided by the client to the supplier as aforementioned.
6. The client indemnifies the supplier for all claims of third parties insofar as it is proven that the client has not fulfilled what it has guaranteed in accordance with paragraph 3 or that the client has erroneously provided the aforementioned guarantee.

Article 9. Liability

1. For concepts in the field of publicity, the client must follow the codes of conduct drawn up by the International Chamber of Commerce (<http://www.iccwbo.org>) and the Jury for Ethical Practices with regard to Advertising (<http://www.jepbelgium.be>). The client is responsible toward the authorities, the professional associations it is subject to and other bodies for the publicity that it orders and has approved, specifically regarding the precise description of its products and the methods for competing with others. It also bears full responsibility for the information it wishes to include in its publicity.
2. Failings of the supplier to comply with the agreement cannot be attributed to it if they are not its fault or are not payable by it by law, under the agreement or in accordance with generally held views.
3. Failures of the supplier to comply with the agreement as a consequence of viruses, war, mobilisation, riots, flood, closed shipping, blocking of other traffic, stagnation in, restriction of or halting of the delivery by public utilities, [of] electricity, gas or other means of energy production, fire, machine breakdown or other accidents, strikes, lockouts, union actions, export restrictions, other measures by the authorities, intent or gross error by helpers and other similar circumstances are deemed to be force majeure and not attributable to the supplier and do not grant the client any right to dissolve the agreement or demand compensation.
4. Barring a gross error by the supplier, the supplier is not liable for any form of losses, including additional compensation in any form, compensation for indirect losses or consequential losses or losses due to lost sales or profit.
5. Furthermore, an additional loss-limiting circumstance is that the supplier is not obliged to compensate more than the value or the financial

interest of the agreement and the supplier is not obliged to pay more compensation than the compensation the supplier receives from its own supplier.

6. The client indemnifies the supplier for all claims of compensation from third parties pursuant to losses incurred in any way through the unlawful or careless use of the products and services provided by the client to the supplier.
7. The supplier is not liable for losses of any kind incurred because or after the client has taken the produced goods or services into use after delivery, processed them or supplied them to third parties or has allowed them to be taken into use, processed or supplied to third parties.
8. The supplier is not liable for losses in any form that are caused by the sending of confidential or secret information. In addition, the supplier is not liable for protection or misuse by third parties of stored data.
9. The supplier is never liable for the consequences and damage, in whatever form, caused by decisions and/or actions (including but not limited to the removal or blocking of certain pages and events) on social media platforms, including but not limited to Facebook, Instagram and LinkedIn. Shortcomings of the supplier in complying with the agreement as a consequence of such decisions and/or actions are regarded as force majeure and are not attributable to the supplier and do not give the client any right to dissolve the agreement or compensation.
10. Any complaints must be made in writing by registered mail within 24 hours of the receipt of the goods or the provision of the services.
11. The partial use of the supplied products or services entails the acceptance of the whole.
12. The client will be assumed to have accepted the calculated price if it has not made any remarks in writing about the calculated price within 8 days of receiving the invoice.
13. When the contract is established, the supplier assumes only a best efforts obligation to organise and/or carry out the event desired by the client with due care in accordance with the instructions of the client.

Article 10. Non-solicitation

1. The Client undertakes towards the Supplier, during the term of this agreement/quote/project/campaign/contract/collaboration and for a term of one year after it ends, not (to attempt) to solicit, contract, entice or persuade employees, independent subcontractors or appointees of the Supplier (or an affiliated enterprise) to terminate their agreement with the Supplier, regardless of whether the Client hires them directly or has them work on its behalf. This applies to all employees, independent subcontractors or appointees of the Supplier and not just those who are used for the performance of the agreement/quote/project/campaign/contract/collaboration.
2. Parties acknowledge the importance of this provision and the principles that underpin it, specifically that a solicitation causes considerable damage to the Supplier and that the circumvention of this provision by means of constructions must be avoided. For this reason, they explicitly agree that the simple fact that an employee, independent subcontractor or appointee who was working for Supplier (or an affiliated enterprise) works de facto for the other party within one year of the end of the partnership with the Supplier will be reason to suspect that this provision has been breached. It will then be up to the Client to disprove this suspicion after being served a notice of default by the other party.
3. Parties stress the importance of this provision by inserting fixed compensation equal to the most recent gross annual salary of the solicited employee per breach, plus EUR 1,000.00 per day that the breach continues after being served notice of default by the Supplier, without prejudice to the possibility for the Supplier to prove greater damage.
4. This provision applies regardless of whether parties are acting on their own behalf or on behalf of another person, enterprise, institution or association.
5. The provisions of this article may be departed from and the solicitation may be applied by mutual agreement, subject to the Supplier's written permission and the payment of compensation to the Supplier (see article 10.5, second paragraph, third point). The client may consent to the permanent entry into employment at the Client under the following conditions:
 - The Client makes its intention to approach the employee in question known to the Supplier before notifying the employee;
 - The Supplier decides whether the Client is permitted to approach the employee and under what conditions. The Supplier has the right not to give this permission.
 - Before the Client approaches the employee, Supplier and Client will agree compensation payable by the Client to the Supplier if the employee accepts the Client's proposal and so leaves the Supplier's enterprise in favour of the Client. This will be the subject of a prior written agreement.

A breach of these conditions will entail a breach of article 10.1.

Article 11. Campaign or project termination

1. In the event of early termination of a campaign or project by the Client for any reason, the Client continues to be liable to pay:
 - a. the value of activities already performed and goods/consumption/media spaces/purchases already ordered/consumed; and
 - b. 25% of the remaining agreed budget.
2. Remaining budget means the part of the total project or campaign budget that remains to be invoiced at the time of termination.
3. This compensation offsets the costs of reserved capacity and lost income, among other things.

Article 12. Applicable law

1. Belgian law applies to all agreements with and all quotations or offers of the supplier.
2. All disputes without exception fall under the jurisdiction of the courts of Ghent, department Bruges.