

# General Terms & Conditions

## Article 1 General

1. MerkenSpot is part of JUMP Legal B.V. JUMP Legal is a limited liability company (*Besloten vennootschap, BV*) which aims to provide services by trademark and design attorneys in the broadest sense of the word. All instructions are deemed to be given by, and exclusively accepted by, or on behalf of MerkenSpot.
2. Applicability of articles 7:404 and 7:407 of the Dutch Civil Code (*Burgerlijk Wetboek, BW*) are hereby excluded.
3. All quotations from MerkenSpot are non-bonding and should be considered as an invitation to grant an assignment, unless otherwise agreed in writing or described in these general terms and conditions.
4. Applicability of the general terms and conditions of the Customer is hereby explicitly rejected.
5. Any deviation from these general terms and conditions must be explicitly agreed in writing. Deviation from one or several provisions of these general terms and conditions does not affect the validity and applicability of the other provisions.
6. In case there is a clash between a provision in these general terms and conditions and a provision in an agreement with MerkenSpot, the content of the agreement with MerkenSpot prevails.
7. If and insofar as one or more of the provisions in these general delivery and payment conditions appears to be void or voidable, this will not affect the validity of the other provisions.

## Article 2 Execution of the assignment

1. MerkenSpot will execute the received order to the best of its abilities and with due diligence, in a manner befitting to a good contractor. During this process, MerkenSpot may be assisted by third parties that are contracted by MerkenSpot during the execution of the order.
2. Performance of the contract will be executed based on the information that the Customer has provided to MerkenSpot. The customer should provide MerkenSpot with all relevant instructions and information in a timely manner prior to the performance of the contract. In the event that the Customer does not provide MerkenSpot with instructions or information in a timely manner and the agreed upon term is due to expire, MerkenSpot will, if possible, request an extension of the term. Fees and costs for these activities will be charged to the Customer. If the term expires nonetheless, MerkenSpot is not liable for the consequences of such expiration. MerkenSpot also is not liable for non-performance of activities that were not explicitly instructed.
3. MerkenSpot has the right to employ third parties for performance of the contract. If these third parties wish to limit their liability, the Customer gives permission to MerkenSpot to accept his limitation of liability. Although MerkenSpot will act with due care when selecting and employing third parties, it is not liable for shortcomings of parties that have been employed to perform (parts of) the contract. The Customer

grants indemnity for liability of third parties related to claims by the Customer against these third parties.

### Article 3 Confidentiality

1. MerkenSpot will treat in confidence any communication of a confidential nature that has been that has been provided to MerkenSpot by or on behalf of the Customer.
2. MerkenSpot communicates electronically. In the event that errors in communication arise due to this type of communication or in the event that third parties gain access to the content of the provided information, MerkenSpot is not liable for any damage that is a consequence of this method of communication.

### Article 4 Liability

1. MerkenSpot is not liable for damage incurred by the Customer, except if and in so far as the Customer can prove intent or gross negligence on the side of MerkenSpot.
2. MerkenSpot is never liable for indirect damage and/or consequential damage to the Customer, such as trading loss, losses due to delays, loss due to business stagnations or loss of profit.
3. MerkenSpot is insured for liability. Liability for damage is not greater than the amount MerkenSpot's insurance covers add the deductible excess coupled with this insurance. If the insurance does not pay out any amount, MerkenSpot's liability will never exceed €3,500. Any additional liability is explicitly excluded.

### Article 5 Declarations, Fees, Payments, Costs

1. As a general rule the Customer is expected to fulfil an advanced payment. MerkenSpot has the right to only start the performance of the contract when the advance payment has been fulfilled. The completed advanced payment will be deducted from the fees and costs that will later be invoiced by MerkenSpot.
1. MerkenSpot's fees are calculated according to MerkenSpot's usual fees, not taking into account work performed. In addition to the time spent by MerkenSpot on behalf of the client, the fee includes a sum for general fixed office expenses. An additional fee will be added for variable office costs, which will be passed on as a percentage of the fees.
2. In addition to the variable fees that MerkenSpot passes on, on the basis of the established hourly rate, multiplied by the number of hours spent on the performance of the contract, MerkenSpot also charges fixed fees.
3. Any costs incurred in performing a contract will be charged to the Customer. These costs can include tax, travel and accommodation costs, costs for representatives or other experts, costs of courier services, and costs of translations.
4. Any cost estimates or quotations that MerkenSpot provides to the Customer are purely indicative and non-binding, unless MerkenSpot explicitly agrees otherwise in writing.
5. All invoices must be paid in full, without discounts or settlements to MerkenSpot within the payment term indicated on the invoice. In the event where no payment term is indicated, the invoice must be settled within 14 days of the invoice date. MerkenSpot has the right to send invoices in the interim.

6. In the event of a dispute between the Customer and MerkenSpot, the Customer does not have the right to refuse or suspend payment to MerkenSpot on this basis.
7. If the Customer fails to complete the payment within the set payment term, the Customer will, by operation of law, without any (additional) notice of default, be in default and interest will be payable according to article 6:119a of the Dutch Civil Code (*Burgerlijk Wetboek, BW*).
8. Any costs incurred by MerkenSpot in or out of court in relation to the untimely fulfilment of the invoices by the Customer, will be charged to the Customer.

## Article 6 Termination, Force Majeure

1. The customer will be in default by operation of law if: - the Customer violates an obligation from this agreement and/or general terms and conditions; or – the Customer is declared bankrupt, has been granted a suspension of payment, the statutory debt rescheduling rules are declared applicable, is placed under guardianship or their assets are put under administration in part or in full, or when a request to this effect is submitted; or – the Customer transfers business operations or control of their business or part of their business in part or in full, loses its legal personality, is dissolved or put into liquidation or the business operations are otherwise ceased; or - if any goods of the Customer are seized before judgement or seized under a warrant charged to the Customer.
2. Any of the situations described in paragraph 1 give MerkenSpot the right to immediately and unilaterally terminate the agreement, in writing, without any notice of default, in part or in full. In the event of partial or full termination by MerkenSpot, MerkenSpot will not liable for any damages to the Customer. The termination shall not affect MerkenSpot's other rights, including but not limited to the right to full compensation.
3. Amounts that MerkenSpot has invoiced in connection with what it has already properly performed to execute the agreement, will remain payable and will become immediately payable at the time of dissolution.
4. In addition to the other rights that may be accrued, MerkenSpot has the right to suspend the fulfilment and execution of an order in the case of force majeure, and to terminate with or without judicial intervention, without MerkenSpot being liable for any damages in this case.
5. In these general terms and conditions, force majeure is taken to mean any shortcoming in the fulfilment of an obligation that is not attributable to MerkenSpot. This includes but is not limited to the non-fulfilment of an obligation due to illness, death or other hindrance of one of MerkenSpot's employees.

## Article 7 Applicable Law and Jurisdiction

1. The legal relationship between the Customer and MerkenSpot is exclusively subject to Dutch law. Any disputes between the Customer and MerkenSpot will exclusively be submitted to a competent court in the district of Central-Netherlands (*"Midden-Nederland"*).
2. MerkenSpot has the right – in case it so wishes - to derogate from article 7.1 in order to file a lawsuit to the competent court according to the law.

## Article 8 Translations general terms and conditions

These general terms and conditions have been drafted in Dutch and English. In the event that there is a discrepancy between the explanation of these general terms and conditions in the Dutch and the English text, the Dutch text will be binding.