



## TERMS AND CONDITIONS

### ARTICLE 1 DEFINITIONS

- 1.1 In these General Terms and Conditions, the following terms are used with the following meanings, unless expressly stated otherwise or unless the context otherwise indicates:
  - a. BAAS Amsterdam: The contractor, located in Amsterdam, Chamber of Commerce number 62395505;
  - b. Client: the natural person or legal entity who enters into an agreement with BAAS Amsterdam for themselves or on behalf of a third party or who uses services or materials from BAAS Amsterdam.
  - c. Agreement: the agreement between BAAS Amsterdam and the Client.
  - d. Assignment: all services and materials organized or made available by BAAS Amsterdam, as described in the quotation.
  - e. Suppliers: suppliers used by BAAS Amsterdam.

### ARTICLE 2 GENERAL

- 2.1 These General Terms and Conditions apply to every Agreement between BAAS Amsterdam and the Client to which BAAS Amsterdam has declared these General Terms and Conditions applicable.
- 2.2 These General Terms and Conditions also apply to all Agreements with BAAS Amsterdam for the execution of which third parties must be engaged.
- 2.3 Any deviations from these General Terms and Conditions are only valid if expressly agreed upon in writing or by email.
- 2.4 The applicability of any purchasing or other conditions of the Client is expressly rejected.
- 2.5 If one or more provisions in these General Terms and Conditions are void or are annulled, the remaining provisions of these General Terms and Conditions will remain in full force. BAAS Amsterdam and the Client will then enter consultations to agree on new provisions to replace the void or annulled provisions, while considering the purpose and intent of the original provisions as much as possible.

### ARTICLE 3 OFFERS AND QUOTATIONS

- 3.1 All quotations are without obligation, unless otherwise indicated.
- 3.2 Prices or rates stated are exclusive of VAT, unless otherwise indicated.
- 3.3 BAAS Amsterdam is not bound by its offer in the event of printing, typesetting, or programming errors in its catalogs, mailings, quotations, or on the websites of BAAS Amsterdam.
- 3.4 The Client is responsible for the accuracy and completeness of the quantities, requirements, specifications, and other data provided to BAAS Amsterdam on behalf of or by the Client, on which BAAS Amsterdam bases its offer.
- 3.5 If the acceptance deviates (on minor points) from the offer included in the quotation, BAAS Amsterdam is not bound by it. The Agreement will not be concluded in accordance with this deviating acceptance.
- 3.6 A composite quotation does not oblige BAAS Amsterdam to perform part of the Assignment at a corresponding part of the quoted price.
- 3.7 Quotations do not automatically apply to future orders.
- 3.8 Information, images, oral statements, declarations, etc. regarding offers and characteristics of goods (such as dimensions or weights) or services provided are given or made as accurately as possible. However, BAAS Amsterdam does not guarantee that all offers, goods, and services are fully in accordance with the given information. Deviations cannot give rise to compensation and/or dissolution.

- 3.9 All images, drawings, information, and/or ideas incorporated or attached to an offer, quotation, or Agreement, are exclusively intended for use within the scope of the Assignment to be provided or provided and may not be used by the Client for other purposes or disclosed to third parties. All rights thereto remain with BAAS Amsterdam. The documents in question always remain the property of BAAS Amsterdam. BAAS Amsterdam reserves the right to reclaim these documents.

#### **ARTICLE 4 CONCLUSION OF THE AGREEMENT**

- 4.1 The Agreement is concluded at the moment the Client accepts the quotation from BAAS Amsterdam.  
Article 5: Execution of the Agreement.
- 5.1 BAAS Amsterdam will execute the agreement to the best of its ability and in accordance with professional standards. BAAS Amsterdam has the right to involve third parties in the execution of the agreement and charge the related costs to the client.
- 5.2 BAAS Amsterdam determines the manner and by which individuals the Agreement will be executed. BAAS Amsterdam has the right, without notifying the Client, to engage third parties in the execution of the Agreement, procure goods from third parties, obtain services from third parties, and have the agreement wholly or partially performed by third parties, with the associated costs being passed on to the Client.

#### **ARTICLE 6: OBLIGATIONS OF THE CLIENT**

- 6.1 The client must provide necessary preparations and facilities for BAAS Amsterdam to perform the assignment.
- 6.2 The client is responsible for the accuracy and completeness of the provided data and information.
- 6.3 If the client's actions cause a delay, BAAS Amsterdam can charge the resulting additional costs.
- 6.4 The client must inform BAAS Amsterdam promptly of any relevant information that is applicable on this contract.
- 6.5 If the client is responsible for supplying materials or performing certain tasks, they are liable for timely delivery and execution.
- 6.6 The client indemnifies BAAS Amsterdam from any claims by third parties related to the execution of the agreement.
- 6.7 The client is responsible for obtaining the necessary rights for using images, text, video, or audiofiles.
- 6.8 If the client fails to meet its obligations, BAAS Amsterdam is not liable for any resulting damages and can charge the client for related costs.

#### **ARTICLE 7: INSTALLATION**

If BAAS Amsterdam performs construction work, the client must ensure certain conditions are met. The Client shall ensure the following:

- a) That the drawings, specifications, and instructions on which BAAS Amsterdam's activities are based are complete and accurate.
- b) That all obstacles present on the site are removed prior to the start of installation, any inconvenient level differences in the substrate are leveled, and that the substrate is strong enough to support the structure to be erected by BAAS Amsterdam.
- c) That the site where the installation is to be carried out is accessible for BAAS Amsterdam's transportation vehicles.
- d) That BAAS Amsterdam can carry out its activities without disturbance.

#### **ARTICLE 8: PERMITS OR EXEMPTIONS**

If a permit or exemption is required for the execution of the Agreement, the Client shall ensure in a timely manner and at their own expense that such permit or exemption is obtained. The failure to obtain the required permit or exemption is entirely at the Client's own risk.

#### **ARTICLE 9: ADDITIONAL COSTS**

If the Agreement is expanded or modified at the request of the Client, or if unforeseen circumstances arise, this may result in additional costs. The additional costs will be invoiced to the Client. The Client will be promptly notified of the additional costs.

## **ARTICLE 10 RENTALS**

- 10.1 If the Client rents one or more items from BAAS Amsterdam in the context of the Agreement, the provisions of this article shall apply, without prejudice to the other provisions of these General Terms and Conditions.
- 10.2 The Client is not allowed to make any changes to the rented items.
- 10.3 The Client is not allowed to sublease, offer for sale, sell, transfer, encumber, or otherwise dispose of the rented items.
- 10.4 The Client must handle the rented items with care and ensure that they are used in accordance with their intended purpose.
- 10.5 The rented items may not under any circumstances leave the Netherlands unless BAAS Amsterdam has given written or email permission for it.
- 10.6 During the rental period, all risks associated with the rented items, including the risk of theft, embezzlement, or loss, are borne by the Client, even if the Client is not at fault.
- 10.7 Unless otherwise agreed, all insurable risks must be insured by the Client from the moment of delivery of the rented items.
- 10.8 If damage occurs to the rented items during the rental period, the Client is liable for it.
- 10.9 If the damage is caused by a defect in the rented items that was present before the start of the rental. In that case, Article 10.8 of this article is not applicable.
- 10.10 The Client must use the rented items in accordance with the instructions given by BAAS Amsterdam, the provided user manual, or the instructions indicated on the rented items.
- 10.11 In case of damage or a defect to the rented items, the Client is not allowed to use the rented items if it could lead to worsening of the damage or defects.
- 10.12 In the event of damage or loss of the rented items, the Client is obligated to inform BAAS Amsterdam as soon as possible and then follow the instructions of BAAS Amsterdam. Costs arising from failure to comply with these instructions shall be borne by the Client. Without the permission of BAAS Amsterdam, the Client is not allowed to proceed with the repair of the rented items.
- 10.13 The Client may only have access to the rented items during the agreed rental period. The Client is obliged to make the rented items available to BAAS Amsterdam immediately after the expiration of this period. Extension of the rental period is only possible if BAAS Amsterdam has agreed to it in writing or by email.
- 10.14 If the Client fails to return the rented items on time, BAAS Amsterdam will charge the Client the full day rental fee for each day the possession is late.
- 10.15 Costs for making the items ready for use, pickup, and delivery can be charged to the Client. The amount of these costs will be communicated to the Client in advance.

## **ARTICLE 11 CANCELLATION**

- 11.1 In the event that the Client terminates the Agreement prematurely or if the Assignment does not proceed, the Client shall: a. reimburse all costs already incurred by BAAS Amsterdam in the context of the Agreement (materials purchase, wages, etc.). b. reimburses the costs resulting from any commitments already reasonably entered with third parties by BAAS Amsterdam for the fulfillment of the Assignment.
- 11.2 The above cost arrangement does not affect the potential liability of the Client for damages resulting from the premature termination of the Agreement.

## **ARTICLE 12 INSTRUCTIONS, RULES, AND CANCELLATION FEES OF SUPPLIERS**

- 12.1 If suppliers are used in the context of the Agreement, the Client must comply with the instructions and rules set by these suppliers.
- 12.2 If the Client cancels the agreement involving a Supplier, the Client shall pay the cancellation fees of the respective Supplier. The amount of these cancellation fees will be communicated to the Client before engaging the.

## **ARTICLE 13 DEVIATION**

- 13.1 Deviations between the manufactured product on the one hand and the original design on the other hand cannot be a reason for rejection, discount, termination of the Agreement, or compensation if the deviations are of minor significance.
- 13.2 Deviations that, considering all circumstances, reasonably have no or a minor impact on the functional value of the product are always deemed to be deviations of minor significance.

## **ARTICLE 14 COMPLAINTS**

- 14.1 Complaints about the performed work must be promptly communicated by the Client to BAAS Amsterdam after the completion of the Assignment. The notice of default must contain a detailed description of the deficiency so that BAAS Amsterdam is able to respond adequately.
- 14.2 After filing the complaint, the Client must give BAAS Amsterdam the opportunity to investigate the validity of the complaint and, if necessary, provide the opportunity to still perform the Agreed-upon work. 14.3 If performing the Agreed-upon work is no longer possible or meaningful, BAAS Amsterdam will only be liable within the limits set forth in Article 17 of these General Terms and Conditions.

## **ARTICLE 15 PAYMENT**

- 15.1 The Client is required to make a 50% upfront payment of the quoted amount to BAAS Amsterdam, at least 2 weeks prior to the commencement of the Assignment, unless otherwise agreed. BAAS Amsterdam will send an invoice to the Client for this deposit. If the Client fails to pay this invoice in a timely manner, BAAS Amsterdam will send a reminder to the Client and has the right to suspend the execution of the Agreement until the full deposit is received. In such a case, BAAS Amsterdam shall not be liable for any damages incurred by the Client due to the delay in the execution of the Agreement caused by the suspension. If the Client does not respond to the reminder, BAAS Amsterdam has the right to terminate the Agreement by means of a written statement. All damages incurred by BAAS Amsterdam because of this termination will be charged to the Client.
- 15.2 The remaining 50% of the quoted amount will be invoiced to the Client upon completion of the Assignment.
- 15.3 The Client is required to pay the invoices received from BAAS Amsterdam within 14 days of the invoice date.
- 15.4 In the event of exceeding the payment term, the Client shall be liable to pay the statutory commercial interest from the date on which the due amount became payable until the time of payment. In addition, all costs of collection, both judicial and extrajudicial, incurred after the Client is in default, shall be borne by the Client.
- 15.5 In the event of liquidation, bankruptcy, attachment, or suspension of payment of the Client, BAAS Amsterdam's claims against the Client become immediately due and payable.
- 15.6 BAAS is not obligated to process invoices submitted more than 120 days after the date of completion.
- 15.7 BAAS will not pay any penalties imposed by the supplier on the supplier's behalf.

## **ARTICLE 16 DAMAGE**

- 16.1 The Client is responsible for the actions of guests or participants of the Assignment. Costs resulting from damage and/or destruction caused by guests or participants, to the extent not recoverable from the perpetrator(s) themselves, shall be paid by the Client.

## **ARTICLE 17 LIABILITY AND LIMITATION OF LIABILITY**

- 17.1 BAAS Amsterdam cannot be held liable for any damages that are a direct or indirect consequence of: a. an event that is beyond its control and cannot be attributed to its actions or omissions, as described in Article 19 of these General Terms and Conditions; b. any act or omission of the Client, its employees, or other persons employed or engaged by the Client.
- 17.2 BAAS Amsterdam is not liable for any damages of any kind resulting from relying on incorrect and/or incomplete information provided by the Client.
- 17.3 BAAS Amsterdam accepts no liability if, contrary to the advice of BAAS Amsterdam, the Client insists on certain activities being carried out.
- 17.4 BAAS Amsterdam accepts no responsibility and/or liability for a concept, logo, image, or text developed by or on behalf of the Client. BAAS Amsterdam is not responsible for any errors in the Client's specification of a concept, logo, image, and/or text.
- 17.5 BAAS Amsterdam is not liable for defects in quotations from suppliers or for exceeding price quotations from suppliers.
- 17.6 BAAS Amsterdam is never liable for indirect damages, including consequential damages, loss of profit, loss of savings, and damages due to business interruption.
- 17.7 If BAAS Amsterdam should be liable for any damages, its liability is limited to the amount paid out by BAAS Amsterdam's insurer. If, in any case, the insurer does not make a payment or the damage is not covered by the insurance, BAAS Amsterdam's liability is limited to the invoice amount or, at least, the portion of the Assignment to which the liability relates.

- 17.8 The limitations of liability stated in these terms and conditions do not apply in the event of willful misconduct or gross negligence on the part of BAAS Amsterdam or its employees.
- 17.9 All legal claims by the Client must be filed within 1 year if the Client is dissatisfied with the services or actions of BAAS Amsterdam. Failure to act within the prescribed time limit will result in the expiration of the legal claim.

#### **ARTICLE 18 SUSPENSION AND TERMINATION**

- 18.1 BAAS Amsterdam is authorized to terminate the Agreement if:
- a) the Client fails to fulfill its obligations, either wholly or in part.
  - b) the Client has been granted a suspension of payments.
  - c) the Client is in a state of bankruptcy.
  - d) a statutory debt restructuring arrangement is declared applicable to the Client.
- 18.2 BAAS Amsterdam is authorized to suspend the performance of the Agreement if, after the conclusion of the Agreement, BAAS Amsterdam becomes aware of circumstances that give good reason to fear that the Client will not fulfill its obligations. If there are reasonable grounds to fear that the Client will only partially or improperly fulfill its obligations, the suspension is only permitted to the extent that the non-performance justifies it.
- 18.3 In the event of termination of the Agreement, BAAS Amsterdam's claims against the Client become immediately due and payable. If BAAS Amsterdam suspends the fulfillment of its obligations, it retains its rights under the law and the Agreement.

#### **ARTICLE 19 FORCE MAJEURE**

- 19.1 Force majeure on the part of BAAS Amsterdam includes, among other things, any event that is beyond its control and for which it cannot be held responsible, such as, but not limited to: riots, fire, water damage, flooding, government measures, extreme weather conditions, import/export restrictions, defects in materials, unavailability of materials, strikes, blockades, transportation difficulties due to weather conditions and traffic disruptions, both in the business of BAAS Amsterdam and in the business of the Client, as well as in the business of suppliers involved in the Agreement.
- 19.2 Insofar as BAAS Amsterdam has already partially fulfilled its obligations under the Agreement at the time of the occurrence of force majeure or will be able to fulfill them, and the fulfilled or to be fulfilled part has an independent value, BAAS Amsterdam is entitled to separately invoice the already fulfilled or to be fulfilled part. The Client is obliged to pay this invoice as if it were a separate agreement.

#### **ARTICLE 20 CONFIDENTIALITY**

- 20.1 Both parties are obliged to maintain confidentiality regarding all confidential information they have obtained from each other or from other sources in the context of their Agreement. Information is considered confidential if it has been communicated as such by the other party or if it arises from the nature of the information. The party receiving confidential information shall only use it for the purpose for which it was provided.

#### **ARTICLE 21 INTELLECTUAL PROPERTY**

- 21.1 The intellectual property rights to programs, ideas, concepts, activities, assignments, and similar created, developed, or produced by BAAS Amsterdam shall exclusively belong to BAAS Amsterdam.
- 21.2 All documents provided by BAAS Amsterdam, such as reports, advice, agreements, designs, sketches, drawings, software, images, films, etc., are exclusively intended for use by the Client and may not be reproduced, disclosed, or made known to third parties by the Client without prior consent from BAAS Amsterdam, unless the nature of the documents dictates otherwise.
- 21.3 By instructing the disclosure or reproduction of items protected by the Copyright Act or any other legal regulation in the field of intellectual property, which have been made available by or on behalf of the Client itself, the Client declares that no infringement is being made on legal provisions and/or protected rights of third parties, and the Client indemnifies BAAS Amsterdam against any claims from third parties in this regard, as well as against the direct and indirect consequences, both financial and otherwise, arising from the disclosure or reproduction.
- 21.4 BAAS Amsterdam retains the right to use the work performed for the Client for its own promotional purposes. 21.5 The scope of the Assignment does not include conducting research on the existence of trademark rights, design or model protection, patent rights, copyright, and portrait rights of third parties. The same applies to research into the possibility of such forms of protection for the Client.

**ARTICLE 22 APPLICABLE LAW AND JURISDICTION**

- 22.1 Dutch law applies to every agreement between BAAS Amsterdam and the Client.
- 22.2 All disputes relating to agreements between the Client and BAAS Amsterdam shall be submitted to the competent court in the district where BAAS Amsterdam is located.