Article 1. Definitions

1. In these terms and conditions, the following terms have the following meanings:
   - WeLLDesign: WeLLDesign B.V., having its registered office in Utrecht, registered in the trade register under number 30166622, the user of these general terms and conditions.
   - Client: the counterparty that makes use of the services of WeLLDesign and/or the natural person or legal entity that has entered into an Agreement with WeLLDesign;
   - Parties: the Client and WeLLDesign;
   - Agreement: any agreement between the Parties, including a cooperation agreement, quotation or order confirmation, under which WeLLDesign performs Work and/or supplies goods.
   - Work: all work, services and/or activities to be performed by WeLLDesign for the Client for which an order has been given and which have been accepted by WeLLDesign, as well as all work, services and activities arising therefrom for WeLLDesign.
   - Results: the results as described in Article 15(1).
2. In these general terms and conditions, 'in writing' also includes by e-mail.

Article 2. Applicability

1. These general terms and conditions apply to every offer and quotation of WeLLDesign, to all other legal relationships between the Parties and to every Agreement between the Parties. These general terms and conditions also apply to any additional or follow-up orders or Agreements between the Parties.
2. Deviations from these general terms and conditions are only valid if they have been expressly agreed in writing.
3. The applicability of any general terms and conditions of the Client is expressly rejected.
4. If any provision of these general terms and conditions or of the underlying Agreement is wholly or partly null and void, invalid and/or unenforceable, whether as a result of any statutory provision, judicial decision or otherwise, this shall not affect the validity of all other provisions of these general terms and conditions or the underlying Agreement. In that case, the Parties shall replace the provision concerned by a valid and enforceable provision that reflects the purport of the original provision as closely as possible.
5. If these general terms and conditions and the Agreement contain conflicting provisions, the provisions of the Agreement prevail, unless the Agreement expressly provides otherwise.
6. All agreements and/or Work are accepted and performed by WeLLDesign exclusively on the basis that Sections 7:404 and 7:409 of the Dutch Civil Code do not apply.

Article 3. Formation of the agreement

1. Offers and quotations of WeLLDesign are based on the information provided by the Client. The Client warrants that, to the best of its knowledge, it has provided all essential information required for this purpose.
2. An offer or quotation of WeLLDesign contains as complete a description as possible of the Work and/or services offered. Obvious mistakes or errors in an offer or quotation, which the Client can immediately recognise as a mistake or error, do not bind WeLLDesign. Colours, specifications, functional descriptions, drawings and photographs and, in general, any statement regarding characteristics, dimensions and weights of articles or products are given as accurately as possible but are not binding.
3. WeLLDesign is entitled to suspend the performance of the agreement until the Client has complied with the obligations referred to in paragraph 1.
4. Offers and quotations of WeLLDesign are without obligation and valid for one month, unless stated otherwise. WeLLDesign may revoke an offer without delay even after its acceptance.
5. The agreement is concluded at the moment it has been recorded in writing and signed by the parties, or at the moment WeLLDesign has confirmed the order given to the Client in writing, as evidenced by documents, correspondence or e-mails exchanged for that purpose, all at the sole discretion of WeLLDesign.
6. In the absence of a written record, an agreement is also concluded if WeLLDesign has commenced the Work while the Client is aware of this and has not objected immediately. In that case, the offer or quotation of WeLLDesign determines the content of the agreement.

7. The agreement is entered into for an indefinite period, unless the content, nature or purport of the order implies that it has been entered into for a definite period or the parties expressly agree otherwise in writing.

Article 4. Performance of the order

1. WeLLDesign shall perform the agreement to the best of its insight and ability and in accordance with the requirements of good workmanship. This obligation is exclusively an obligation to use reasonable efforts.
2. Product regulations and conformity
    - Unless expressly agreed otherwise in writing, the Work of WeLLDesign does not include determining the legislation, regulations and standards applicable to the product, performing or having performed conformity assessments, risk analyses and inspections, applying for permits or certifications, preparing a technical file or affixing a CE marking.
    - Unless applicable legislation provides otherwise, the Client is responsible for the decision to manufacture the product, to put it into service or to place it on the market under its own name or brand, and for compliance with the applicable statutory requirements. The Client shall ensure that the necessary assessments, examinations, tests, registrations and approvals are carried out in good time.
    - If WeLLDesign provides support with these activities under the Agreement, such support is limited to the activities specifically agreed in writing. Such support does not constitute a guarantee that the product complies with all applicable legislation, regulations or standards, unless this has been expressly agreed in writing as an obligation to achieve a result.
3. If and to the extent required for the performance of the agreement, WeLLDesign is entitled to have certain Work performed by third parties. Article 6 applies to the engagement of third parties, suppliers and manufacturers.
4. To the extent the agreed order involves the delivery of a specific end result within a specific period, WeLLDesign shall use its efforts to perform the Work within the agreed planning or, in the absence of a planning, within a reasonable period. Deviations from the planning will be reported to the Client by WeLLDesign in a reasonably timely manner. Periods within which the Work must be completed shall only be regarded as strict deadlines if this has been expressly agreed (in writing) between the Client and WeLLDesign in so many words. Even if a period is exceeded, WeLLDesign shall only be in default after the Client has given it written notice of default, granting a reasonable period for performance, and performance has not taken place within that period.
5. If, during the Agreement, work or services are performed for the Client that do not fall within the Work as set out in an agreement signed by the Parties, the related records in the administration and files of WeLLDesign create the presumption that such Work was performed on the incidental instructions of the Client. These records must relate to interim consultations between the Client and WeLLDesign.
6. The Client shall ensure that all information which WeLLDesign indicates is necessary, or which the Client should reasonably understand to be necessary, for the performance of the agreement is made available to WeLLDesign in good time.
7. If the Client fails to comply, or fails to comply in good time, with paragraph 6, WeLLDesign is entitled to suspend the performance of the agreement and to charge the Client the additional costs resulting from the delay.
8. WeLLDesign is not liable for any damage of whatever nature arising because it relied on incorrect and/or incomplete information provided by the Client. The Client warrants the accuracy, completeness and reliability of the information, data and documents made available to WeLLDesign, also if these originate from third parties, unless the nature of the agreement dictates otherwise. The Client indemnifies WeLLDesign against damage resulting from incorrect or incomplete documents, information and/or data provided.
9. The damage suffered by WeLLDesign as a result of delay in the performance of the agreement, the additional costs incurred by it and the additional fees, caused by the failure to make the requested information and documents available, or to make them available in time or properly, shall be borne by the Client.
10. The Client must inform WeLLDesign immediately as soon as the bankruptcy of the Client is applied for, the Client itself applies for the application of the Dutch Natural Persons Debt Rescheduling Act or for a suspension of payments, or it can otherwise reasonably be expected that the (future) payment obligations towards WeLLDesign cannot be fulfilled, or cannot be fulfilled in time and in full.
11. Changes in the programme of requirements and wishes, revised starting points or a changing scope compared to the briefing may lead to additional work and an adjustment of the planning.

Article 5. Artificial intelligence (AI)

1. WeLLDesign may use AI systems in the performance of the Agreement for purposes including research, analysis, ideation, visualisation, documentation and technical support.
2. Project data are processed exclusively in secure business AI environments. These data are not used to train generally available AI models and are not accessible to other users of the AI service concerned.
3. Processing by the AI provider or its processors is permitted to the extent necessary for providing, securing and managing the service and takes place under appropriate confidentiality and security conditions.
4. WeLLDesign reviews AI-generated output before it is delivered as final Results. WeLLDesign does not guarantee that AI output is complete, unique or free of third-party rights.
5. If AI forms an essential part of the product to be developed, the Parties shall separately record in writing the responsibilities for, among other things, validation, data, human oversight and compliance with laws and regulations.

Article 6. Third parties, suppliers and production

1. If this is desirable or necessary for the proper performance of the Agreement, WeLLDesign is authorised to engage third parties, including suppliers, manufacturers, advisers and specialised service providers.
2. At the request of the Client, WeLLDesign may act as its authorised representative and place an order or assignment with a third party on behalf of the Client. In that case, the agreement with the third party is concluded between the Client and the third party concerned. The costs, risks and obligations arising from that agreement are for the account of the Client. WeLLDesign is not liable for shortcomings of that third party, unless WeLLDesign has attributably failed in the selection or supervision of the third party.
3. If it is agreed in writing that WeLLDesign will place an order or assignment with a third party in its own name, WeLLDesign is entitled to pass on the related costs, including purchasing, transport, packaging, storage and administration costs, to the Client. WeLLDesign is entitled to charge a mark-up or fee agreed in advance for this purpose.
4. The general terms and conditions, product specifications, warranty provisions, production conditions and customary tolerances of the third party concerned may apply to goods to be supplied and work to be performed by third parties. WeLLDesign shall, at the request of the Client, make these conditions or restrictions available or inform the Client about them, to the extent known to WeLLDesign and relevant to the order.
5. Cost estimates for third-party costs prepared by WeLLDesign, and price quotations, delivery times and other information provided by third parties, are indicative only, unless expressly agreed otherwise in writing. WeLLDesign does not guarantee their accuracy or continued validity.
6. Changes in prices, availability of materials, production capacity, transport costs, exchange rates or delivery times of third parties may be passed on by WeLLDesign to the Client and may lead to an adjustment of the planning. WeLLDesign is not liable for delays or cost increases resulting from circumstances at third parties over which WeLLDesign cannot reasonably exercise any influence.
7. For goods manufactured by third parties, the deviations customary in the relevant industry or production method and the tolerances applied by the third party concerned are permitted. These include deviations in dimensions, weight, colour, gloss, surface texture, material, wall thickness, fit and finish, to the extent such deviations do not materially affect the agreed usability of the items delivered.
8. Before production, reproduction or publication takes place, WeLLDesign shall give the Client the opportunity to check the final drawings, models, prototypes, samples or proofs intended for that purpose. The Client is responsible for carrying out this check in a timely and careful manner and must confirm its approval in writing.
9. If, following a request from WeLLDesign, the Client instructs WeLLDesign to start production, reproduction or publication, such instruction counts as approval of the drawings, models, prototypes, samples or proofs provided by WeLLDesign for that purpose. The same applies if the Client indicates in writing that it does not consider a check or separate approval necessary.
10. After approval by the Client, WeLLDesign is not liable for errors, deviations or defects that the Client could reasonably have discovered during a careful check. Changes requested after approval by the Client count as additional work and may affect the agreed price and planning.
11. Incoming inspection, interim quality control, production supervision, acceptance at the supplier and final inspection only form part of the Work of WeLLDesign if this has been expressly agreed in writing. If such activities have not been agreed, the Client is responsible for checking the goods and work supplied by third parties.

12. Additional work and costs resulting from changes at a supplier, changed production requirements, material changes, production problems, rejection, repair or re-production are charged to the Client as additional work, unless they are the direct result of an attributable failure by WeLLDesign.
13. If a third party fails to perform, fails to perform in time or fails to perform in accordance with the agreements made, WeLLDesign shall, to the extent this can reasonably be required of it, cooperate in finding an appropriate solution. The related work counts as additional work, unless the failure can be directly attributed to WeLLDesign.

Article 7. Termination of the agreement

1. If the agreement has been entered into for a definite period, it terminates by operation of law on the end date.
2. The Parties are entitled to terminate an agreement for an indefinite period in writing, subject to a notice period of one calendar month.
3. Each of the parties is entitled to dissolve the agreement extrajudicially, in whole or in part, with immediate effect by written notice if:
    a. the other party applies for (provisional) suspension of payments or is granted (provisional) suspension of payments;
    b. the other party files for bankruptcy or is declared bankrupt;
    c. the other party discontinues its business;
    d. through no fault of the first party, a substantial part of the assets of the other party is attached, or the other party is otherwise deemed no longer able to fulfil its obligations under the agreement.
4. The termination of the agreement, for whatever reason, does not release the parties from the outstanding obligations under the agreement.
5. If the Agreement terminates before the Work has been completed, the Client owes the fee in accordance with the hours worked as stated by WeLLDesign for Work performed for the Client.
6. If the Client proceeds to (interim) termination, WeLLDesign is entitled to compensation for the loss of capacity utilisation incurred by it and which it can reasonably demonstrate (taking into account the order granted, the agreed term, the planning and the staff to be deployed for the order), to compensation for additional costs already incurred by WeLLDesign, and to compensation for costs arising from any cancellation of engaged third parties (such as, among other things, any costs relating to subcontracting).
7. After termination of the agreement, the provisions which by their nature are intended to continue to apply shall remain in force.
8. This article is without prejudice to the statutory right of dissolution.
9. WeLLDesign is entitled to suspend the performance of the Agreement or to terminate the Agreement in whole or in part if the Client, after having been requested to do so in writing, provides insufficient cooperation in the performance of the Agreement or if circumstances arise as a result of which WeLLDesign cannot reasonably be required to continue the Agreement. If remedy is reasonably possible, WeLLDesign shall first give the Client a reasonable period in writing to remedy the failure or situation.
10. In the event of premature termination of the Agreement by the Client, the Client must pay the fee for the Work performed up to the termination date and all costs incurred up to that moment. In addition, WeLLDesign is entitled to compensation for obligations already entered into and cancellation costs of third parties.

Article 8. Defects and complaint periods

1. The Client must report complaints about the Work performed or about invoices sent by WeLLDesign to WeLLDesign in writing, stating reasons, as soon as possible after discovery, but no later than fourteen days after completion of the Work concerned or after the invoice date, while paying the undisputed part of the invoice. After 14 days, the claim of WeLLDesign shall be deemed undisputed.
2. In the event of a justified complaint, WeLLDesign may choose between adjusting the fee charged, improving or re-performing the rejected Work free of charge, or not performing (or no longer performing) the Agreement in whole or in part against a proportional refund of the fee already paid by the Client.
3. If it is no longer possible to perform what has been agreed, WeLLDesign shall only be liable within the limits of Article 13.
4. Submitting a complaint never releases the Client from its payment obligation. Even if the Client complains in time, its obligation to pay remains in place.
5. Unless provided otherwise in these general terms and conditions, any claims and other rights of the Client against WeLLDesign on whatever grounds in connection with the performance of Work by WeLLDesign shall in any event lapse one year after the moment the Client became aware or could reasonably have become aware of the existence of these rights.

Article 9. Confidentiality

1. The Parties are obliged to keep confidential all information they receive from or about the other party in connection with the formation or performance of the Agreement and which they know or should reasonably understand to be confidential. Information is in any event considered confidential if it has been designated as such or if its confidential nature follows from the nature or content of the information.
2. The confidentiality obligation does not apply to information which the receiving party can demonstrate:
    a. was already publicly available at the time of receipt;
    b. has become publicly available after receipt without the receiving party having breached its confidentiality obligation;
    c. was already lawfully known to the receiving party at the time of receipt;
    d. was obtained lawfully and without a confidentiality obligation from a third party; or
    e. must be disclosed pursuant to a statutory obligation, court decision or order of a competent public authority.
3. If a party is obliged to disclose confidential information pursuant to a statutory obligation, court decision or order of a competent public authority, it shall, to the extent legally permitted, notify the other party thereof in writing prior to disclosure. The disclosure shall be limited to the information that must necessarily be provided.
4. The Parties may only provide confidential information to employees, advisers, suppliers and other third parties to the extent necessary for the formation or performance of the Agreement. The Parties shall ensure that these persons and parties are bound by a confidentiality obligation at least equivalent to the obligations under this article.
5. The obligations under this article remain in force after termination of the Agreement for as long as the information concerned retains its confidential nature.

Article 10. Engagement of staff

1. Without the written consent of WeLLDesign, the Client is prohibited, during the agreement and for a period of 18 months after its termination, from having employees of WeLLDesign perform Work and/or services, directly or indirectly, for payment or free of charge, on the basis of an employment contract or otherwise, for the Client itself or via the Client for a third party, outside WeLLDesign.
2. Employees as referred to in paragraph 1 means: employees employed by WeLLDesign, employees hired by WeLLDesign from third parties and/or self-employed persons contracted by WeLLDesign, if and to the extent they are or have been involved in any way in the performance of any agreement between WeLLDesign and the Client.
3. If the Client acts in breach of paragraph 1, the Client owes WeLLDesign an immediately payable penalty of € 25,000.00 per breach. This penalty is not intended to exclude the right of WeLLDesign to claim damages and/or performance instead of the penalty.

Article 11. Prices and rates

1. The prices and/or rates apply as agreed between the parties. If no prices and/or rates have been agreed, the prices and/or rates stated in the quotation of WeLLDesign apply. If no quotation has been issued either, the prices and/or rates customarily charged by WeLLDesign apply.
2. WeLLDesign is entitled to adjust prices and amounts annually in accordance with the consumer price index published by Statistics Netherlands (CBS). This indexation takes place on 1 January of each year. If the index figure is not known on 1 January, indexation may take place with retroactive effect to 1 January.
3. Prices and amounts used by WeLLDesign are exclusive of VAT, unless stated otherwise.
4. Unless agreed otherwise, all expenses that WeLLDesign has had to incur to perform the order, including travel expenses, are for the account of the Client.

Article 12. Invoices and payment

1. WeLLDesign is entitled to invoice periodically on an interim basis, for example every two weeks, monthly or quarterly. The Work performed by WeLLDesign is charged to the Client on the basis of time spent and costs incurred, unless the parties expressly agree otherwise, for example the payment of a fixed price. The fee of WeLLDesign does not depend on the outcome of the Agreement, is calculated on the basis of the usual (hourly) rates of WeLLDesign and is due to the extent WeLLDesign has

performed Work for the Client. The hourly rates applied will be communicated to the Client in writing by WeLLDesign and form part of the Agreement.

2. WeLLDesign is at all times entitled to require the Client to pay an advance to be determined by WeLLDesign before WeLLDesign commences the performance of the Agreement.
3. Invoices must be paid without any discount, suspension, set-off or deduction within thirty days of the invoice date, unless expressly agreed otherwise. Objections to the content or amount of invoices do not suspend the payment obligation.
4. In the event of late payment, the Client is in default by operation of law without further notice of default and WeLLDesign is entitled to charge the statutory commercial interest referred to in Section 6:119a of the Dutch Civil Code. All judicial and extrajudicial costs incurred by WeLLDesign to obtain performance are for the account of the Client. The extrajudicial costs amount to at least 15% of the amount due, with a minimum of € 250.00.
5. WeLLDesign is always entitled to require the Client to provide sufficient security for the fulfilment of its present or future payment obligation(s). WeLLDesign is entitled to suspend the performance or further performance of the agreement until the requested security has been provided.
6. After a careful weighing of interests, WeLLDesign is authorised to suspend the performance of all its obligations, including the release of documents, designs, models or other items to the Client or third parties, until all due and payable claims against the Client have been paid in full.
7. If the order is suspended or terminated by the Client or WeLLDesign, WeLLDesign is entitled to full payment for the Work performed and costs incurred up to the moment of suspension or termination.
8. If and as soon as the Client is declared bankrupt, applies for suspension of payments, proceeds to liquidate its business, its business otherwise comes to a standstill, part of its assets is attached, it offers an arrangement to its creditors or otherwise proves to be insolvent, any performance owed by the Client becomes immediately due and payable.
9. In the case of an order given jointly, the clients are jointly and severally liable for payment of the invoiced amount, to the extent the Work has been performed for the joint clients. Section 7:407(2) of the Dutch Civil Code does not apply.

Article 13. Liability

1. WeLLDesign is only liable for damage resulting from attributable failures in the performance of the Agreement, to the extent WeLLDesign is in default and the failures result from not observing the care, expertise and workmanship that may be expected under the Agreement.
2. The Client shall provide WeLLDesign in good time with the information required for the performance of the Agreement. WeLLDesign is not liable for damage arising from incompleteness or inaccuracy of that information.
3. WeLLDesign is not liable for damage arising as a result of instructions from the Client or from third parties acting on behalf of or for the Client.
4. WeLLDesign is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.
5. The liability of WeLLDesign for direct damage is further limited to the amount paid out by its liability insurer, increased by the deductible.
6. If and to the extent WeLLDesign is liable on whatever grounds and the insurer does not pay out, the liability of WeLLDesign is limited to the price agreed for the (partial) order concerned, exclusive of VAT. If delivery in phases has been agreed, each phase counts as a separate partial order. The liability of WeLLDesign shall further be capped at € 50,000.00.
7. WeLLDesign is never liable for costs, damage and interest arising directly or indirectly as a result of force majeure.
8. Any claims for compensation of damage must be reported to WeLLDesign in writing, stating reasons, as soon as possible but no later than thirty days after the Client discovered or should reasonably have discovered the damage. Unless provided otherwise in these general terms and conditions, such claims shall in any event lapse one year after the Client became aware or could reasonably have become aware of the damage and the possible liability of WeLLDesign.
9. The Client and WeLLDesign are not liable to each other for damage that may arise for either or both of them as a result of the use of electronic means of communication, networks, applications, electronic storage or other systems, including but not limited to damage resulting from non-delivery or delay in the delivery of electronic communications, omissions, distortion, interception or manipulation of electronic communications by third parties or by software/equipment used for sending, receiving or processing electronic

communications, transmission of viruses and the failure or malfunctioning of the telecommunications network or other means required for electronic communication, except to the extent the damage results from intent or gross negligence. The foregoing also applies to the use WeLLDesign makes of such means in its contacts with third parties.

10. The provisions of the preceding paragraphs of this article relate to both the contractual and the non-contractual liability of WeLLDesign towards the Client.
11. The Client indemnifies WeLLDesign and all third parties engaged by it against all claims of third parties who allege to have suffered damage by or in connection with Work performed by WeLLDesign for the Client. The Client also indemnifies WeLLDesign against claims of third parties who suffer damage in connection with the performance of the Agreement, where such damage results from acts or omissions of the Client or from unsafe situations in its business or organisation. If WeLLDesign is held liable by third parties on that basis, the Client is obliged to assist WeLLDesign both in and out of court and to do without delay everything that may be expected of it in that case. If the Client fails to take adequate measures, WeLLDesign is entitled, without notice of default, to take such measures itself. All costs and damage arising for WeLLDesign and third parties as a result are entirely for the account and risk of the Client.
12. WeLLDesign is not liable for errors, deviations or defects in drawings, models, prototypes, samples or other results that have been approved by the Client or that the Client could reasonably have discovered during a careful check. This also applies if the Client has indicated that it does not consider a check or separate approval necessary.
13. WeLLDesign is not liable for loss of, damage to or destruction of items during transport or shipment, unless this is the direct result of an attributable failure by WeLLDesign. The risk of transport or shipment passes to the Client from the moment the items have been handed over to the carrier.
14. WeLLDesign is not liable for damage resulting from errors, shortcomings, delays or other conduct of suppliers, advisers, manufacturers or other third parties engaged by or on behalf of the Client.
15. WeLLDesign is not liable for errors, shortcomings, price overruns, delays or deviations of suppliers, manufacturers or other third parties engaged by WeLLDesign, unless the damage is the direct result of an attributable failure by WeLLDesign in the selection, instruction or supervision of the third party concerned. Such liability remains limited in all cases in accordance with the other provisions of this article.
16. The limitations and exclusions of liability in this article do not apply to the extent the damage is the result of intent or deliberate recklessness on the part of the management of WeLLDesign.

Article 14. Force majeure

1. In these general terms and conditions, force majeure means, in addition to what is understood thereby in law and case law, all external causes, foreseen or unforeseen, over which WeLLDesign has no influence but as a result of which it is unable to fulfil its obligations. This includes failures of suppliers and other third parties engaged by WeLLDesign, illness or absence of staff, disruptions in networks and systems, transport problems and government measures.
2. During force majeure, the obligations of WeLLDesign are suspended. WeLLDesign shall inform the Client immediately of a force majeure situation as referred to in this article.
3. If the period during which performance of the obligations is not possible due to force majeure lasts longer than two months, both parties are entitled to dissolve the agreement without any obligation to pay damages in that case.
4. If, at the onset of force majeure, WeLLDesign has already partially fulfilled its obligations, or can only partially fulfil its obligations, it is entitled to invoice the part already performed or performable separately and the Client is obliged to pay that invoice as if it were a separate agreement.
5. WeLLDesign is unable to properly perform or fulfil the Agreement, or parts thereof, due to any unforeseeable event, such as in the event of force majeure (including circumstances or government measures in connection with pandemics or epidemics), strikes, technical failures, lock-outs or otherwise, it shall never be obliged to pay any damages to the Client.

Article 15. Intellectual property

1. All intellectual property rights that exist or may arise in the designs, concepts, sketches, drawings, models, prototypes, calculations, visualisations, presentations,

advice, working methods, software, technical documentation and other results developed or used by WeLLDesign under the Agreement, hereinafter collectively referred to as the **Results**, are vested exclusively in WeLLDesign or its licensors.

2. The Agreement does not provide for the transfer of intellectual property rights to the Client, unless the Parties have expressly agreed such a transfer in writing. A transfer of intellectual property rights shall not take place until the Client has fully complied with all payment obligations under the Agreement concerned.
3. After full payment of all amounts owed by the Client to WeLLDesign under the Agreement concerned, the Client acquires an exclusive and non-transferable right of use to the final and agreed end result. This right of use is limited to the purpose, application, market, product group, region and period agreed in writing between the Parties.
4. If the scope of the right of use has not been recorded in writing, or not completely, the right of use is limited to the use for which the Client had demonstrable concrete intentions at the time of entering into the Agreement and which were made known to WeLLDesign prior to or upon entering into the Agreement.
5. The exclusive right of use referred to in this article relates exclusively to the final end result. General knowledge, experience, methods, techniques, design principles, non-selected proposals, sketches, concepts, interim results and other components not specifically delivered as the final end result remain freely available for use by WeLLDesign.
6. As long as the Client has not fully complied with its payment obligations, the Client is not permitted to use, reproduce, publish, manufacture or otherwise exploit the Results. In that case, WeLLDesign is entitled to suspend any right of use already granted.
7. If the Agreement terminates prematurely, the Client only acquires a right of use to the Results which, at the time of termination, have been delivered as final, have been paid in full and which WeLLDesign has confirmed in writing may be used. No right of use is granted for unfinished concepts, interim results and other non-final Results, unless the Parties agree otherwise in writing.
8. The Client is not entitled to use, modify, adapt, reproduce, publish, exploit, reapply or have third parties use, modify or manufacture the Results outside the agreed purpose, unless WeLLDesign has given its prior written consent.
9. The Client may provide the Results to manufacturers, suppliers, advisers and other third parties to the extent necessary for use within the agreed purpose. The Client shall ensure that these third parties use the Results exclusively for that purpose and are bound by an appropriate confidentiality obligation. The Client remains responsible towards WeLLDesign for the use of the Results by these third parties.
10. Unless expressly made part of the Agreement in writing, the Work of WeLLDesign does not include research into existing copyrights, design rights, trademark rights, patent rights and other rights of third parties, research into the possibility of protecting the Results, or a freedom-to-operate investigation. In that case, WeLLDesign does not guarantee that the use of the Results does not infringe the rights of third parties.
11. The Client warrants that all logos, texts, photographs, drawings, models, files, data and other materials provided by or on behalf of it may lawfully be used by WeLLDesign for the performance of the Agreement. The Client indemnifies WeLLDesign and the third parties engaged by WeLLDesign against claims of third parties arising from the use of these materials.
12. After the public introduction of the project or product concerned, WeLLDesign is entitled to use the Results for its portfolio, website, social media, publications, presentations, acquisition, exhibitions and participation in design awards, unless the Parties have agreed otherwise in writing in advance. This right is without prejudice to the confidentiality obligations under Article 9.
13. Unless agreed otherwise in writing or the nature of the project reasonably does not lend itself to it, WeLLDesign is entitled to be credited as the designer of the result. The Client shall not remove a credit to WeLLDesign already applied without prior written consent.
14. In the event of a breach of the provisions of this article, the Client forfeits to WeLLDesign, without notice of default being required, an immediately payable penalty of € 50,000 per breach, increased by € 1,000 for each day or part of a day that the breach continues. This is without prejudice to the right of WeLLDesign to demand performance and, to the extent the damage actually suffered exceeds the penalty owed, to claim compensation for the excess.

Article 16. Retention; files and materials

1. WeLLDesign makes the final Results described in the Agreement available in the file formats agreed in writing and in the agreed manner. Only the files, documents and materials agreed in writing form part of the delivery.
2. Source files, including editable CAD files, parametric models, working files, sketch files, calculations, simulations, software code, libraries, templates and internal documentation, do not form part of the delivery, unless agreed otherwise in writing.
3. If it has been agreed that source files will be provided to the Client, WeLLDesign does not guarantee that these files can be opened, modified or further processed without additional software, licences, plug-ins, fonts or specific software versions. The costs and risks of the use and further processing of these files are for the account of the Client.
4. Physical end products, prototypes, models, samples and other items agreed in writing as results to be delivered only become the property of the Client after full payment. Internal working models, test set-ups, aids and other items made or used exclusively for the performance of the Work remain the property of WeLLDesign, unless agreed otherwise in writing.
5. Moulds, dies, tools and other production aids remain the property of WeLLDesign or the supplier concerned, unless it has been expressly agreed in writing that these items will become the property of the Client after full payment. Where necessary, the Parties shall separately record where these items are kept, who is responsible for maintenance and insurance and which storage costs apply.
6. The transfer of ownership of files, prototypes, models, moulds, tools or other physical items does not include a transfer of intellectual property rights. Article 15 continues to apply to their use.
7. The Client is responsible for keeping copies and back-ups of the files, data and materials provided by it to WeLLDesign and delivered by WeLLDesign. WeLLDesign is not liable for damage that could have been prevented if the Client had kept a proper copy or back-up itself.
8. Unless agreed otherwise in writing, WeLLDesign has no obligation after completion or termination of the Agreement to retain files, data, prototypes, models, samples, moulds, materials or other items of the Client. If WeLLDesign retains such items after completion or termination of the Agreement, it does so solely as a service and no rights can be derived from this.
9. WeLLDesign does not guarantee that retained digital files will remain available, complete, undamaged, technically readable or compatible with current software and hardware over time. Work for retrieving, converting, restoring or resupplying files may be charged to the Client separately.
10. The Client is obliged to collect physical items belonging to it, or have them shipped at its own expense, within thirty days of a request to that effect from WeLLDesign. If the Client fails to collect these items in time, WeLLDesign is entitled to charge reasonable storage, packaging and transport costs.
11. If the Client fails to collect physical items within a reasonable period after a second written request, WeLLDesign is entitled to return them at the expense of the Client, to store them externally or, if retention can no longer reasonably be required of WeLLDesign, to destroy them. Destruction shall not take place until the Client has been notified thereof in writing and has been given a final reasonable period to collect the items.
12. Unless agreed otherwise in writing, WeLLDesign is entitled to dismantle test set-ups after completion or termination of the Agreement and to reuse the standard components, parts and materials used therein. This applies regardless of whether the costs of these components have been charged to the Client in whole or in part under the order, unless it has been expressly agreed that these components will become the property of the Client after full payment.
13. The provisions of this article are without prejudice to statutory retention obligations and obligations under applicable laws and regulations, including regulations on the protection of personal data.

Article 17. Retention of title and right of retention

1. WeLLDesign retains title to all physical items delivered by it to the Client, including prototypes, models, samples and parts, until the Client has fully complied with:
    - all payment obligations for the Work performed by WeLLDesign and the goods and services delivered or to be delivered; and
    - all claims of WeLLDesign arising from a failure by the Client to fulfil its obligations.
2. If the retention of title is invoked, the Client is not entitled to compensation for storage costs, nor can it invoke a right of retention in that respect. All costs that may be associated with this retention of title are for the account of the Client.

3. If the Client is in default in the fulfilment of its payment obligations as referred to in Article 12, or if WeLLDesign has good reason to assume that the Client will not fulfil its obligations and the Client does not provide sufficient security within a reasonable period, WeLLDesign is entitled to suspend its obligations and to demand the return of the physical items that have remained the property of WeLLDesign. The Client is obliged to make these items available to WeLLDesign upon first written request and to provide all reasonable cooperation in their recovery. In that case, the Parties shall make arrangements about the time and manner in which WeLLDesign can collect the items. The reasonable costs of recovery, transport and storage are for the account of the Client.
4. The Client is not authorised to pledge the items delivered under retention of title to third parties, to use them as security in the broadest sense of the word for third parties and/or to create any limited right on them.
5. The Client is obliged to store the items delivered under retention of title carefully and as recognisable property of WeLLDesign and to insure them adequately against all business and other risks (including but not limited to fire, theft, water damage, explosion, etc.). Upon first request of WeLLDesign, the Client shall provide WeLLDesign with copies of the relevant insurance policies, including proof of timely premium payment.
6. As soon as the Client is in default, is declared bankrupt or is granted a suspension of payments, all claims of WeLLDesign become immediately due and payable and the Client is no longer entitled to use, sell or process the goods or items and must immediately and fully keep them at the disposal of WeLLDesign.
7. On the basis of all due claims to which it is entitled under the agreement and these general terms and conditions in respect of the Client, WeLLDesign has the right to exercise a right of retention over the goods, items or other assets in its possession and to regard them as security for the fulfilment of the obligations by which the Client is bound.
8. Until the moment the Client has fully complied with its payment obligations towards WeLLDesign, the Client is not authorised to pledge delivered items to third parties and/or to create a non-possessory pledge on them, and/or to bring the items into the actual control of one or more financiers for storage (warehousing), as this will be regarded as an attributable failure on its part. In that case, WeLLDesign may, without being obliged to give notice of default, immediately suspend its obligations under the agreement or dissolve the agreement, without prejudice to the right of WeLLDesign to compensation for damage, loss of profit and interest.
9. The Client is further obliged, upon first request of WeLLDesign:
    - to pledge to WeLLDesign any claims of the Client against insurers relating to the items referred to in this article; and/or
    - to pledge to WeLLDesign any claims of the Client against its debtors relating to the items referred to in this article; and/or
    - to cooperate in other ways with all reasonable measures that WeLLDesign wishes to take to protect its interests and/or property rights, provided that the measures to be taken do not disproportionately hinder the Client in its business operations.

Article 18. Applicable law and other provisions

1. If WeLLDesign performs Work at the premises of the Client, the Client guarantees a suitable workplace that complies with the statutory health and safety standards and other applicable regulations regarding working conditions. In that case, the Client shall ensure that WeLLDesign is provided with office/work space and/or other facilities which, in the opinion of WeLLDesign, are necessary or useful for the performance of the Agreement and which meet all (statutory) requirements. With regard to (computer) facilities made available, the Client is obliged to ensure continuity, among other things by means of adequate back-up, security and virus control procedures.
2. Each party shall comply with applicable laws and regulations in the field of data protection when processing personal data.
3. Provisions of the Agreement which, expressly or by their nature, are intended to remain in force after expiry or termination of the Agreement shall remain in force after expiry or termination, including but not limited to Articles 8, 9, 10, 12, 13, 15, 16 and 17.
4. The Client is not entitled to transfer rights or obligations under the Agreement in whole or in part to a third party without the prior written consent of WeLLDesign. This consent shall not be refused without reasonable grounds in the event of a transfer of the entire business of the Client.

5. Amendments to an existing Agreement or deviations from these general terms and conditions are only valid if agreed in writing between the Parties. WeLLDesign is authorised to amend these general terms and conditions for future Agreements. The version applicable to an Agreement is the version made available to the Client when entering into it, unless the Parties agree otherwise in writing.
6. These general terms and conditions are governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
7. These general terms and conditions can be viewed and downloaded at www.welldesign.com and will be sent free of charge upon request.
8. Disputes arising from or in connection with the Agreement or these general terms and conditions shall, to the extent permitted by law, be submitted to the competent court of the District Court of Midden-Nederland.
9. These general terms and conditions have been drawn up in Dutch and English. In the event of any discrepancy between the two texts, the Dutch text prevails.

Signature for approval:

Name:

Date: