

Terms & Conditions

GENERAL TERMS AND CONDITIONS OF Chris Warner.

1. Definitions

Chris Warner: Chris Warner

Contract: any oral or written agreement, on the basis of which Chris Warner provides Services or Goods to Customer

Customer: the person, company, or other legal entity that instructs Chris Warner to carry out Services or to deliver Goods or that

Chris Warner enters into any agreement whatsoever.

General Terms: these general terms and conditions of Chris Warner

Goods: the items of property to be delivered by Chris Warner to or for the benefit of Customer on the basis of a Contract.

Offer: an offer stating the terms on the basis of which Chris Warner is willing to provide Services or Goods to Customers.

Services: all services to be delivered by Chris Warner to or for the benefit of Customer on the basis of a Contract.

2. Applicability

2.1. These General Terms apply to and form an integral part of all Offers and Contracts.

2.2. Customer's general terms and conditions, other conditions that customarily apply in Customer's line of business, as well as other general conditions that are not prescribed by law, do not apply, and are not binding on Chris Warner, unless Chris Warner has expressly agreed to these conditions in writing.

3. Execution of Contract

3.1. Unless expressly stated otherwise, delivery times stated in the Offer or Contract are indications only and may not be deemed an ultimate date of performance or deadline. If it is expected that Chris Warner cannot make a certain delivery time, it will inform Customer accordingly. In that case, Chris Warner is entitled to fulfill its obligations on a date to be agreed on with Customer.

3.2. If it has been agreed that the work is to be undertaken in stages, Chris Warner may defer starting work for a subsequent stage until

(i) Customer has paid in full all of Chris Warner's invoices with regard to the preceding stage and

(ii) Customer has approved the results of the preceding stage.

3.3. Should Customer fail to deliver on time the information or Goods that Chris Warner deems it necessary to execute the Contract, Chris Warner may defer performance and charge Customer for any additional costs resulting thereof.

4. Offers

4.1. Offers are entirely free of obligation unless expressly stated otherwise. A binding offer is valid for the period as stated therein.

4.2. Prices stated in the Offer are exclusive of travel expenses and accommodation expenses unless expressly stated otherwise.

4.3. The terms stated in the Offer do not automatically apply to future Offers and or Contracts for the provision of Services or Goods by Chris Warner.

5. Proprietary rights

5.1. Chris Warner or its licensors own and retain all rights, titles, and interest in the works, content, and all other Goods and Services provided by or through Chris Warner, including all associated (intellectual property) rights, such as copyright, database-, trademark-, patent- and trade secret rights. Customer acquires no interest therein.

Unless expressly provided in the Contract, Customer has no express or implied license to use, sell, rent, copy, modify, transfer, display and/or distribute the works, content and all other Goods and Services are owned by someone other than Customer.

6. Third Parties

6.1. Chris Warner is free to use third parties in carrying out the Contract.

6.2. If Chris Warner is required to make any advance payment to a third party in carrying out the Contract, it shall first charge the amount to Customer. Chris Warner shall only make the advance payment to the third party after it has received the relevant payment from Customer.

7. Delivery and retention

7.1. The Goods shall be delivered to Customer in a manner agreed between the parties. If no manner of delivery has been agreed, then

Chris Warner shall decide on a reasonable manner of delivery.

7.2. Customer shall not assimilate, transfer or pledge any of the Goods, or grant any right or title in the Goods to any third party unless otherwise agreed with Chris Warner.

Customer ensures that the Goods remain identifiable as Goods obtained from Chris Warner.

If Customer does not fulfill its payment obligations towards Chris Warner, or gives reason to believe that it will not fulfil any part of its payment obligations, Customer is required at Chris Warner's request to return to Chris Warner, at Customer's cost, the Goods in which title has not yet passed. Risk in the Goods shall pass to Customer upon delivery.

8. Invoicing and payment

8.1. Unless expressly stated otherwise in the Contract and save for advance payments to be paid to third parties, the total sum owed by

Customer will be invoiced to Customer in the following installments and at the following times:
– [50]% upon signing of the Contract –

[50]% upon completion of the Services and/or delivery of the Goods. Additional work agreed upon during the Contract will be paid for in the same installments.

- a. Payment will be made in Euros (unless agreed otherwise) and within 30 days of the invoice date (under the condition that Chris Warner has been paid by its licensors), except: the first installment, which must be made immediately; and b. payments pursuant to Clause 5.2, which must be made ultimately 5 days prior to the payment date set by the third party.

8.2. If a due date for payment is exceeded, Customer will be legally in default and, without any reminder or notice of default being required, in addition to any other rights Chris Warner may have under applicable law, Customer will be charged with the applicable statutory commercial interest plus 2% from the due date until payment in full, plus collection costs is set for this purpose at no less than 15% of the sum due, with a minimum to be paid by Customer of at least EUR 500.

8.3. If a due date for payment is exceeded, Chris Warner has the right to suspend the

performance of the Contract, without notice of the default being required, in addition to any other rights Chris Warner may have under the Contract or applicable law.

8.4. Any use of the Services or Goods provided by Chris Warner is prohibited until all invoices relating to such Services or Goods have been paid by Customer and Customer has otherwise complied with any obligation under the Contract.

9. Limitation of liability

9.1. Chris Warner will carry out the Contract with due care and to the best of its ability, and in doing so, will strive to achieve the best result possible.

9.2. To the fullest extent permitted by applicable law, Chris Warner is not liable for any damages (including but not limited to lost profits, loss or reputation, loss of goodwill) arising out of or in connection with a Contract or the provision of Services or Goods by Chris Warner. The foregoing limitation of liability does not apply in the event of gross negligence or willful misconduct.

9.3. Chris Warner's aggregate and cumulative Liability towards Customer under any Contract will in any case not exceed an amount of 10% of the related Contract.

9.4. Customer indemnifies Chris Warner, as well as third parties engaged by Chris Warner in performing the Contract, against all claims of third parties arising out of or in connection with the Contract or the provision of Services or Goods by Chris Warner.

9.5. Any Customer's claim for damages arising out of or in connection with a Contract must be brought by Customer within 90 days of the date of the event giving rise to such claim, and any lawsuit related to any such claim must be filed within 1 year of the date of the claim. Any claims that have been brought or filed not in accordance with this Clause 9.5 are null and void.

10. Portfolio and PR use

10.1. Chris Warner may mention and include Customer, its brand/trademarks, and any material in relation to Customer's order, assignment, and/or commission in its (online and offline) portfolio. This includes performing, promoting, displaying, and making available material containing works, content or other Goods or Services provided by or through Chris Warner on its website or through other communication channels. For this purpose and to the extent necessary, Customer hereby grants Chris Warner a non-exclusive, royalty-free license.

11. Force majeure

11.1. Chris Warner is not liable for any failure or delay in performance if such failure or delay is caused by circumstances or occurrences beyond Chris Warner's reasonable control, including but not limited to: failures or delays caused by third parties, illness of Chris Warner's personnel or people retained by Chris Warner, failure to obtain a required license or permit, fire, strike, and/or bad weather conditions.

11.2. In case of a failure or delay as meant in Clause 13.1, performance shall be suspended for the period such failure or delay continues. If the failure or delay continues for a period of 3 consecutive months (or if it is reasonably expected by Chris Warner that the failure

or delay will extend for a period of 3 consecutive months), Chris Warner is entitled to cancel all or part of the relevant Contract without any liability towards Customer.

12. Breach of contract and termination

12.1. Notwithstanding any other rights Chris Warner may have under the Contract or by law, Chris Warner may, by written notice to Customer, terminate with immediate effect the Contract or any part thereof without any liability whatsoever, if:

- a. Customer breaches any provision of the Contract;
- b. any proceedings in insolvency, bankruptcy liquidation, or winding up are instituted against Customer, whether or not by Customer itself, a trustee or receiver is appointed over Customer, or any assignment is made for the benefit of creditors of Customer; or
- c. the – direct or indirect – control or ownership of Customer changes.

12.2. Upon the occurrence of any of the events referred to in Clause 12.1, all payments made by Customer under the Contract are immediately due and payable. In the event of a termination or expiration of the Contract, all provisions destined to survive such termination or expiration shall survive.

13. Confidentiality

13.1. The parties each undertake to keep confidential all information that comes to their knowledge during the course of their business relationship unless such information is or becomes public knowledge without the fault of the party receiving such information. The parties shall use the information made available to them only for the purpose of performing the Contract.

13.2. Notwithstanding the above, Chris Warner has the right to use any material in relation to the Customer's order and/or assignment in its (online and offline) portfolio as provided in Clause 10.1.

14. Transfer of rights and obligations

14.1. The parties shall not be entitled to transfer to third parties, dispose of or encumber their rights and obligations ensuing from the Contract without the other party's prior written consent, which consent may not be withheld unreasonably.

15. Miscellaneous

15.1. Amendments and supplements to the Contract and/or these General Terms shall be valid only if and to the extent, they are agreed between the parties in writing.

15.2. In the event of a contradiction between the provisions of these General Terms and the Contract, the Contract shall take precedence.

15.3. If any of the provisions of these General Terms and/or the Contract is void or is declared void, the remaining provisions continue to apply in full. Chris Warner will draft one or more new provisions that are as close as possible to the meaning of the void or voided provision or provisions. The new provision shall replace the original provision.

16. Applicable law and competent court

16.1. These General Terms, an Offer, and a Contract are governed solely by Dutch law. The legal provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

16.2. Any dispute arising out of or in connection with the interpretation or execution of an Offer, a Contract, and/or these General Terms shall be submitted to the competent court in Amsterdam, the Netherlands.