



General Terms & Conditions

Amsterdam, january 2023

1. General

1.1 MINSK B.V.

In these terms and conditions ('Terms and Conditions') MINSK means: Graphic & Motion graphic design studio MINSK, a B.V., having its registered office in Amsterdam, (1019 LB) at KNSM-Laan 87, trading under Chamber of Commerce number 75251507.

1.2 Client

In the General Terms and Conditions, the term client ('Client') means
The person who requests MINSK to make an offer and/or enters into an Agreement with MINSK in the context of developing and/or delivering a product.

1.3 Products

In the General Terms and Conditions, Product means: all work to be performed and produced by MINSK for the Client, including but not limited to (sketch) designs, concepts, logos, house styles, advertisements, mailings, photo walls, annual reports, brochures/ folders, websites, films and other materials or (electronic) files.

1.4 Applicability of the General Terms and Conditions

The General Terms and Conditions apply to the establishment, content and fulfillment of the agreement(s) entered into between MINSK and Client ("Agreements(s)"), as well as to the offers provided by MINSK. These terms and conditions cannot be deviated from, unless otherwise agreed in writing.



1.5 Deviating terms and conditions

The applicability of general terms and conditions of Client or third parties is expressly excluded.

1.6 Applicability in respect of third parties

The General Terms and Conditions also apply to all Agreements with MINSK, in which context MINSK engages third parties for the execution.

1.7 Conflicting provisions

If the Agreement has one or more provisions that conflict with the General Terms and Conditions, the effect of the Agreement takes precedence over the General Terms and Conditions.

2. Agreement, offer and confirmation

2.1 Quotation

Any quotation made by MINSK is non-binding and valid for a period of thirty (30) days. MINSK has the right to withdraw the offer at any time. Upon acceptance of this non-binding offer by the Client, MINSK has the right to revoke the offer within seven (7) days after acceptance.

2.2 Change of agreement

Client owes the agreed price for the delivery of the Product. If MINSK, at the request of the Client, must perform other and thus additional work (additional work) that falls outside the Agreement, MINSK will invoice this work to the Client based on subsequent calculation according to the hourly rates applicable at that time, unless otherwise agreed in writing. MINSK is only obliged to perform the work if this is still reasonably possible.

2.3 Overruns

Exceedances of up to 10% (ten percent) of the price agreed for the Product are accepted as a budgetary risk by Client and therefore need not be reported as such.

2.4 Sales Tax

All prices are exclusive of sales tax (VAT), material costs and any shipping and courier costs unless otherwise agreed in writing.

3. Execution of agreement

3.1 Execution of the Agreement

MINSK will make every effort to execute the Agreement as carefully as possible, to represent the interests of the Client to the best of its knowledge and to strive for a result that is useful for the Client. To the extent necessary, MINSK will keep the principal informed of the progress of the work to perform the Agreement.



3.2 Work by third parties

If and as far as, in MINSK's opinion, this is necessary for the execution of the Agreement, MINSK has the right to have work performed by third parties on behalf of and at the expense of the Client, without MINSK having to obtain the prior consent of the Client.

3.3 Provision of data

The Client shall ensure that all data, including, but not limited to, information and documentation, which MINSK indicates to be necessary or which the Client should reasonably understand to be necessary for the execution of the Agreement, shall be provided to MINSK in a timely manner. If the information necessary for the execution of the Agreement has not been provided to MINSK in a timely manner, MINSK has the right to suspend the execution of the Agreement and/or charge the additional costs resulting from the delay to the Client according to the hourly rates of MINSK applicable at the time.

3.4 Request for quotations from suppliers

If MINSK draws up an estimate for costs of third parties at the request of the Client, this estimate will only be indicative in nature, from which the Client can therefore not derive any rights. If desired, MINSK can request quotations on behalf of the Client.

3.5 Approval and invoicing phases

If it has been agreed that the Agreement will be executed in phases, Client has 7 (seven) days to approve a phase or provide feedback. If MINSK has not received feedback from Client after 7 (seven) days, the phase is deemed approved, and MINSK will proceed with the execution of the parts belonging to the next phase. Each phase will be invoiced separately.

3.6 Publication and duplication

Before proceeding with the production, reproduction or disclosure of the Product, the parties must give each other the opportunity to check and approve the latest models, prototypes or trials of the Product.

Certain Products will be produced only after express approval by both Client and MINSK. If this is the case, MINSK will make this known to Client. Client must give approval within a reasonable period of time. At MINSK's request, Client shall confirm its approval in writing whether by e-mail or otherwise.

3.7 Term of delivery

A term specified by MINSK for completion of the Agreement has an indicative meaning and is therefore not a deadline unless the nature or content of the Agreement indicates otherwise.

3.8 Tests, permits and legal provisions

Performing tests, applying for permits and assessing whether the Client's instructions comply with legal standards are not part of the Agreement.



3.9 Dispatch

If MINSK sends the Product or parts thereof, with or without the intervention of third parties, to the Client in any way, including, but not limited to, sending by post, courier or via electronic messaging, such sending will take place at the expense and risk of the Client.

4. Intellectual property rights

4.1 Intellectual property rights

Unless otherwise agreed in writing, all intellectual property rights arising from the Agreement, including, but not limited to, design rights and copyright, shall belong to MINSK. Insofar as such a right can only be obtained by filing or registration, MINSK is exclusively authorized to do so. If and to the extent transfer of (parts of) rights by Client is necessary, Client undertakes to provide all necessary cooperation to this end.

4.2 Investigation into the existence of rights

Unless otherwise agreed in writing, the Agreement does not include conducting research into the existence of patent rights, trademark rights, trade name rights, rights to drawings and models, copyrights and portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for Client.

4.3 Attribution

MINSK is at all times entitled to mention or remove its name on or near the Product (or have it mentioned). Without prior permission, the Client is not permitted to take the Product into production, make it public or duplicate it without mentioning the name of MINSK.

4.4 Ownership by MINSK

The Product created by MINSK as part of the Agreement remains the property of MINSK, regardless of whether this Product has been made available to the Client or to third parties.

5. Use and license

5.1 The use

When Client has fully complied with its obligations, including but not limited to its payment obligation, under the Agreement with MINSK, Client obtains, for a number of users to be specified in the Agreement, a non-transferable, non-exclusive license to use the Product as far as this concerns the right of publication and reproduction in accordance with the purpose agreed upon in the Agreement. If no such purpose has been agreed, the license shall be limited to that use of the Product for which firm intentions existed at the time the Agreement was concluded. These intentions must have been made known to MINSK in writing before the conclusion of the Agreement.

5.2 Wider use

Without MINSK's written consent, the Client is not entitled to reuse or make wider use of a Product than stipulated in the Agreement. For each use of a Product, for which permission has not been granted, MINSK shall be entitled to an immediately payable compensation of



at least three times the usual fee for such use, with a minimum of €1,500 (fifteen hundred Euros).

5.3 Changes

Client is not permitted to make any changes to the preliminary or final Product without MINSK's written consent.

5.4 Own promotion

MINSK is free to use the name of Client and the Product developed for Client for its own publicity, promotion or otherwise.

6. Fee

6.1 Fee and additional costs

In addition to the agreed fee, the costs incurred by MINSK in the execution of the Agreement are also eligible for compensation.

6.2 Fee for additional work

If MINSK is forced to perform additional or different work (additional work) due to the late or non-delivery of complete, sound, and clear data/materials or due to an amended or incorrect Agreement or briefing, such work will be invoiced to the Client based on subsequent calculation based on the hourly rates applicable at that time, unless otherwise agreed in writing.

7. Payment

7.1 Payment obligation

Payments must be made within fourteen (14) days after the invoice date. If after the expiry of this period MINSK has not received (full) payment, Client is immediately in default and owes interest equal to the statutory commercial interest as referred to in Article 6:119a Dutch Civil Code, without prejudice to the right of MINSK to demand immediate and full payment. All costs incurred by MINSK, such as litigation costs, costs of legal assistance, including amounts not awarded by the court, extrajudicial and judicial collection costs, incurred in connection with late payments, shall be borne by the principal, except for the litigation costs and costs of legal assistance if MINSK is found to be the losing party in the costs.

The extrajudicial costs are set at least 10% (ten percent) of the invoice amount with a minimum of €200 (two hundred Euros).

7.2 Prepayment

Client must prepay 50% (fifty percent) of the total value of the Agreement. payment. MINSK will not begin executing the Agreement until this advance payment has been credited to the bank or giro account specified by MINSK. MINSK has the right to demand full payment of costs, in particular printing and photography costs from the Client



before MINSK is obliged to pay these costs (on behalf of the Client). MINSK also has the right at all times to require payment security from a Client.

7.3 Partial Invoicing

MINSK always has the right to proceed with partial billing, unless otherwise agreed in writing.

7.4 Complaints

Complaints regarding invoices must be submitted in writing to MINSK within eight (8) days from the date of sending the invoices. The term of payment will not be suspended because of such a complaint. After expiry of the term, the Client has processed his right in this regard.

7.5 No discount or compensation

Client shall make the payments owed to MINSK without suspension, carting, or compensation, except for settlement with offsettable advances relating to the Agreement, which Client has provided to MINSK.

7.6 Purpose of payments made

Payments made by the Client always serve firstly to pay all interest and costs due, secondly to pay due invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

8. Termination and dissolution of agreement

8.1 Termination of Agreement by Principal

If the Client terminates the Agreement, which termination must be done by registered letter, the Client will owe the fee and costs incurred with respect to the work performed under the Agreement up to that point, regardless of MINSK's right to claim damages in connection with the termination. If the pre-invoice has been paid there will be no refund.

8.2 Termination of agreement by MINSK

If the Agreement is terminated by MINSK due to an attributable failure by the Client to comply with the Agreement, the Client will owe the fee and costs incurred in relation to the work performed under the Agreement up to that point, regardless of MINSK's right to claim damages. Behaviors of the Client based on which MINSK can no longer reasonably be required to complete the Agreement, are in this context also considered as attributable failure.

8.3 Compensation

In addition to compensation for damages suffered by MINSK as referred to in this Article 8, any compensation to be paid by Client will in any case consist of a percentage of 25% (twenty-five percent) of the (total) price stipulated in the Agreement, with a minimum of 500. (five hundred)

8.4 Bankruptcy

Both MINSK and Client have the right to immediately terminate the Agreement in whole or in part in case of bankruptcy or suspension of payment of the other party.



8.5 Use of product after early termination

If the Agreement, for whatever reason, is terminated prematurely, the Client is not (longer) permitted to use the Product made available to him and any license(s) granted to the Client under the Agreement will lapse.

8.6 Contracts for an indefinite period

If the work to be performed by MINSK under an Agreement consists of the repeated performance of similar work, then, unless otherwise agreed in writing, the applicable Agreement will be for an indefinite period. This Agreement can only be terminated by cancellation by registered letter, subject to a notice period of at least six (6) months.

8.7 Transfer to third parties

Client is not entitled to transfer its rights or obligations resulting from the Agreement(s) to one or more third parties without MINSK's prior written consent.

9. Warranties and indemnities

9.1 Indemnification for claims of third parties

The Client shall indemnify MINSK and the third party(ies) engaged by MINSK against all possible claims of the Client and/or third parties with respect to the (parts of the) Product delivered by MINSK to the Client, including, but not limited to, the applications or use of the Product. Client indemnifies MINSK and the third party(ies) engaged by MINSK against any claims of Client and/or third party(ies) on intellectual property rights with respect to the materials and/or data provided by Client, which are used in the execution of the Agreement.

If any intellectual property right(s) and/or any other right is infringed, and MINSK and/or the third party(ies) engaged by MINSK are held liable for such infringement(s), the Client shall indemnify MINSK and/or the third party(ies) engaged by MINSK and shall bear all costs, including the costs associated with any proceedings, in full.

9.2 Other guarantees

Except as provided in this clause 9, MINSK does not provide any warranty with respect to the Product. Any Product that has not been rejected within eight (8) days after delivery or about which Client has complained in writing to MINSK within this period or has been put into use by Client, is deemed to be accepted. If there is any shortcoming in the fulfillment of the Agreement, MINSK will be informed immediately in writing.

Client shall provide MINSK with all evidence in this respect. If this information sufficiently shows that there is any shortcoming in the performance of the Agreement, MINSK will replace or repair the Product or parts thereof free of charge as soon as possible, but no later than within a period of thirty (30) days at MINSK's discretion, provided that replacement or repair in MINSK's opinion is reasonably possible and Client allows MINSK to take back the defective Product or part thereof and Client provides all cooperation for repair or replacement.



In cases where replacement or repair is not reasonable or impossible, MINSK will refund to Client the amount paid to MINSK for the Product less a reasonable compensation for the use enjoyed by the Product. Also in case of a refund, MINSK is entitled to take back the Product and not proceed to a refund until the delivery of the defective Product by Client to MINSK.

9.3 Normal use

The warranty referred to in clause 9.2 does not apply if the damage to the Product was caused by any use that does not qualify as “normal use” of the Product, negligent or careless use of the Product or parts thereof, improper installation and/or maintenance of the Product, but not limited to, modifications and repair work on the Product, without MINSK’s prior written consent.

10. Force Majeure

10.1 Force majeure

If MINSK is unable to meet a substantial part of its obligations, whether temporarily or not, and this is not due to its fault, nor by virtue of law or generally accepted views for its account, there is force majeure, which in these General Terms and Conditions includes the failure to meet obligations under the Agreement as a result of illness and/or absence of employees who are crucial for the delivery of the Product, non-performance of third parties engaged by MINSK, the non-functioning of equipment or facilities, including the unavailability of telecommunication services and electricity, strikes, riots, government measures, fire, natural disasters, floods, acts of war and the like, each of the parties is entitled to terminate the Agreement if this state of affairs continues for at least fourteen (14) days, without the other party being entitled to compensation for any damage in respect of such termination.

10.2 Partial performance

If MINSK at the time of the force majeure as mentioned in article 10.1 can still perform partially, or has performed, it is entitled to perform this performance and invoice it separately, as if it were a separate agreement.

11. Liability

11.1 Liability

MINSK is not liable for:

- a. Errors in the material provided by the Client;
- b. Misunderstandings or errors regarding the execution of the Agreement if these have their origin or cause in actions of the Client, such as not timely or not providing complete, sound and clear data/materials;
- c. Errors of third parties engaged by or on behalf of Client;
- d. Defects in quotations from suppliers or exceeding of quotations from Suppliers;
- e. Errors in the Product, if Client has given his approval in accordance with the provisions of article 3.5, or has been given the opportunity to carry out an inspection and has indicated that he does not require such an inspection, or has not submitted a written claim within eight



- (8) days after the damage has occurred;
- f. Errors or problems arising after delivery and through use or maintenance of the delivered Product by others than MINSK;
 - g. Damage due to loss of profit, work stagnation, loss of business and/or other data (files) or any other business damage or monetary loss, possibly related to the use of the Product delivered by MINSK.

11.2 Limitation of liability

MINSK is not liable for indirect and direct damage. Not excluded is the liability of MINSK for damage resulting from intent or deliberate recklessness of MINSK.

If MINSK can nevertheless be held liable for direct damage, then direct damage means exclusively:

- a. Reasonable costs that the Client would have to incur to have the performance of MINSK comply with the Agreement. However, this substitute damage will not be compensated if the Agreement is dissolved by or at the request of the Other Party;
- b. Reasonable costs incurred to determine the cause and extent of the damage insofar as the determination relates to damage in the sense of these General Terms and Conditions;
- c. Reasonable costs incurred to prevent or limit damage insofar as Client demonstrates that these costs have led to a limitation of damage in the sense of these General Terms and Conditions.

Client indemnifies MINSK for any claims of parties who are not part of this Agreement, who suffer damage in connection with the execution of the Agreement.

If in any case the insurer does not pay out or damage is not covered by the insurance, the value of the invoices paid by Client in the period of three (3) months prior to the time the damage occurred, at least insofar as the invoice relates to that part of the Agreement to which the liability relates.

11.3 Expiry of liability

Any liability lapses by the lapse of thirty (30) days from the moment the Agreement has been completed unless MINSK has acknowledged liability in this respect. If and to the extent that the Agreement has not yet been completed, MINSK's liability shall lapse by the lapse of thirty (30) days from the time the damage occurred, whereby a series of incidents counts as one (1) incident.

11.4 Copies of Materials

Client is required, if reasonably possible, to retain copies of materials and data provided by it until the Agreement is completed. If the Client fails to do so, MINSK cannot be held liable for damages that would not have occurred if such copies had existed.

11.5 Retention obligation

After completion of the Agreement, neither the Client nor MINSK shall have any duty of retention to each other with respect to the materials and data used as referred to in Article 11.4 and the Product delivered by MINSK.



12. Amendment of the terms and conditions

12.1 Amend and supplement

MINSK reserves the right to amend or supplement the Terms and Conditions.

12.2 Agreements already concluded

Amendments and/or supplements also apply with respect to already existing Agreements subject to a period of thirty (30) days after written notice of the amendment.

12.3 Termination of Agreement

The Client is only entitled to terminate the Agreement with effect from the day on which the amended and/or supplemented General Terms and Conditions come into force if these conditions entail such a deterioration in the Client's position that the Agreement would not have been concluded under these conditions.

13. Other provisions

13.1 Transfer to third parties

The Client shall not be permitted to transfer any right under the Agreement and/or to the Product to third parties, other than upon transfer of its entire business.

13.2 Confidentiality

The parties are obliged to treat as confidential facts and circumstances which come to the knowledge of the other party in the context of the Agreement. Third parties involved in the performance of the Agreement shall be bound to the same confidential treatment with respect to these facts and circumstances originating from the Client.

13.3 Headings

The headings in the General Conditions serve only to facilitate readability and do not form part of these conditions.

13.4 Ineffectiveness

If one or more provisions of these General Conditions are or become void or voidable, the remaining provisions shall remain in full force and effect. The parties undertake to replace a void or nullified provision with a provision that is legally valid and that deviates as little as possible from the void or nullified provision.

13.5 Dutch law

The Agreement as well as the resulting agreements are governed by Dutch law. The competent court in the district where MINSK has its registered office has exclusive jurisdiction to hear disputes between MINSK and the Client.

14. Personal data

If for execution of the agreement personal data is provided by the Client, MINSK will process the personal data in a proper and careful manner and in accordance with MINSK's obligations under privacy legislation, including European Regulations and the AVG.



Such data is never the property of MINSK. Data provided by the Client for the above purpose will remain the property of the Client.

MINSK will not keep the personal data provided by the Client longer than necessary for the performance of the Agreement.



