

**E-mail:** hello@juliusjanis.studio

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### Definitions

**JuliusJanis:** JuliusJanis, located in Horst, Chamber of Commerce no. 87405385.

**Client:** the party with whom JuliusJanis has entered into an agreement.

**Parties:** JuliusJanis and the client together.

**General Terms and Conditions:** these general terms and conditions as stated hereafter.

**Company:** the counterparty acting in the exercise of a business or profession.

**Consumer:** the counterparty not acting in the exercise of a business or profession.

**Assignment:** all work, in any form, carried out by JuliusJanis for or on behalf of the counterparty.

**Service:** All work, in any form, carried out by JuliusJanis for or on behalf of the counterparty.

**Agreement:** any agreement entered into between JuliusJanis and the counterparty.

**Product:** all goods that are the subject of an agreement.

**Counterparty:** the party that has accepted these General Terms and Conditions and has commissioned the performance of an assignment. The counterparty can be either a company or a consumer.

### 1. Applicability

- These terms and conditions apply to all quotations, offers, work, orders, agreements, and deliveries of services or products by or on behalf of JuliusJanis.
- The parties can only deviate from these terms if they have explicitly agreed upon this in writing.
- The parties expressly exclude the applicability of additional and/or differing general terms and conditions of the client or third parties.
- The commitment made by JuliusJanis is an effort-based commitment and not a result-based commitment. The invalidity of one or more provisions in these General Terms and Conditions does not affect the applicability of the remaining provisions.

### 2. Quotations and Offers

- A quotation or offer is valid for 14 days from the date, unless a different

acceptance period is stated in the quotation or offer. If the client does not accept a quotation or offer within the applicable period, the quotation or offer expires.

- JuliusJanis cannot be bound by its quotations and/or offers if the counterparty should reasonably have understood that the offer and/or offer, or part thereof, contains a manifest mistake or typo.
- If the acceptance deviates, whether or not on secondary points, from the offer included in the quotation and/or offer, JuliusJanis is not bound by it. The agreement will not be concluded according to this deviating acceptance unless JuliusJanis indicates otherwise.
- An agreement is concluded only when the client's order is confirmed in writing by JuliusJanis or when the client has fully paid the advance invoice. Any changes or additions must be confirmed in writing by JuliusJanis. A quotation is valid only for a specific assignment and does not apply to any subsequent assignments.

### 3. Acceptance

- When accepting a non-binding quotation or offer, JuliusJanis reserves the right to withdraw the quotation or offer within 7 days of receiving the acceptance, without any obligation to the client.
- Verbal acceptance by the client only binds JuliusJanis after the client has confirmed it in writing (or electronically).

### 4. Formation of Agreement

- The agreement is formed by the acceptance of the counterparty of the quotation and/or offer from JuliusJanis.
- Quotations and/or offers can only be accepted in writing (including electronically). JuliusJanis is, however, entitled to accept oral acceptance as if it were written.
- When JuliusJanis receives an order confirmation from the counterparty, an agreement is formed between the parties, or when JuliusJanis actually begins the execution.
- The agreement supersedes and replaces all previous proposals, correspondence, agreements, or other communication, whether written or oral.

### 5. Execution of the Agreement

- The agreement will be executed by JuliusJanis to the best of its

ability, in accordance with the standards of good craftsmanship. The application of articles 7:404, 7:407(2), and 7:409 of the Dutch Civil Code is expressly excluded.

- JuliusJanis determines how and by whom the assignment will be performed. JuliusJanis is entitled to have certain tasks performed by third parties.
- JuliusJanis is entitled to execute the agreement in stages. If the agreement is executed in stages, JuliusJanis has the right to invoice each completed part separately. If and as long as this invoice is not paid by the counterparty, JuliusJanis is not obliged to execute the next stage and has the right to suspend the agreement.

### 6. Changes and Additional Work

- If, during the execution of the agreement, it becomes clear that it is necessary to modify or supplement the agreement for proper execution, JuliusJanis will inform the counterparty as soon as possible. The parties will then timely and in mutual consultation make changes to the agreement.
- If the parties agree that the agreement will be modified or supplemented, the completion time of the execution may be affected. JuliusJanis will inform the counterparty of this as soon as possible.
- If a fixed rate or price has been agreed upon, JuliusJanis will indicate the extent to which the modification/supplementation of the agreement affects the rate/price. JuliusJanis will try to provide an estimate of the price beforehand as far as possible.
- JuliusJanis will not charge additional costs if the modification/supplementation is the result of circumstances attributable to JuliusJanis.
- Changes in the originally concluded agreement between the parties will only be valid once these changes have been accepted by both parties through an amended or supplementary agreement.

### 7. Counterparty's Obligations

- The counterparty ensures that all data, instructions, materials, and/or equipment that JuliusJanis deems necessary, or that the counterparty should reasonably understand to be necessary for the execution of the agreement, are made available in time.
- If it has been agreed that the counterparty will provide software,

materials, or data on information carriers, these must meet the necessary specifications for performing the work.

- JuliusJanis is not liable for any damage of any kind arising from relying on incorrect and/or incomplete data provided by the counterparty, unless this inaccuracy or incompleteness should have been known to JuliusJanis.
- If materials provided by the counterparty are protected by intellectual property rights, the counterparty guarantees that they have the necessary licenses.
- The counterparty must refrain from actions that make it impossible for JuliusJanis to properly execute the assignment.
- If the counterparty does not meet its obligations as outlined in this article, JuliusJanis has the right to suspend the execution of the agreement and/or charge the counterparty for additional costs arising from the delay according to the usual rates.

### 8. Prices

- All prices used by JuliusJanis are in euros, excluding VAT.
- JuliusJanis is always entitled to adjust the prices for its products or services, as stated in its store, on its website, or otherwise.
- The parties agree on a total price for a service provided by JuliusJanis. This is always an indicative price unless the parties explicitly and in writing agree on a fixed price, from which deviation is not possible.
- Differences between the quoted amount and the actual billed amount will never lead to the nullification of the agreement, refusal of payment, and/or legal actions by the client.
- Prices for costs such as administration fees, licensing fees, levies, and travel, shipping, accommodation, transport, or other expenses and taxes are not included and are for the client's account, unless explicitly agreed otherwise.
- If no rate has been expressly agreed upon, the rate will be determined based on the actual hours spent and the standard rates of JuliusJanis.
- JuliusJanis has the right to adjust prices annually.
- JuliusJanis will communicate price adjustments to the customer before the price increase takes effect.
- The consumer has the right to terminate the agreement with JuliusJanis if they do not agree with the price increase.

### 9. Payments and Payment Terms

1. JuliusJanis may require an advance payment of up to 50% of the agreed amount when entering into the agreement.
2. The client must pay the full amount within 30 days after delivery.
3. Payment terms are considered strict deadlines. This means that if the client does not pay the agreed amount no later than the last day of the payment term, they are automatically in default, without JuliusJanis having to send a reminder or formal notice.
4. JuliusJanis reserves the right to make a delivery dependent on immediate payment or require sufficient security for the total amount of services or products.

### 10. Consequences of Late Payment

1. If the client does not pay within the agreed period, JuliusJanis has the right to charge an interest of 10% per month on the overdue amount, starting from the day the client is in default, with a fraction of a month counted as a full month
2. When the client is in default, they are also liable for extrajudicial collection costs and may be required to pay damages to JuliusJanis.
3. Collection costs are calculated based on the Compensation for Extrajudicial Collection Costs.
4. If the client fails to pay on time, JuliusJanis may suspend its obligations until the client fulfills their payment obligation.
5. In case of liquidation, bankruptcy, seizure, or suspension of payments on the client's behalf, the claims of JuliusJanis against the client become immediately due.
6. If the customer refuses to cooperate with the execution of the agreement by JuliusJanis, they remain obligated to pay the agreed price to JuliusJanis..

### 11. Delivery Time

1. If a delivery period has been agreed or stated, this period is only indicative and should never be considered as a binding deadline, unless explicitly agreed in writing.
2. JuliusJanis is not liable for any adverse effects to the other party due to exceeding delivery deadlines, unless there is intent or gross negligence on the part of JuliusJanis.

3. If JuliusJanis requires data, materials, or instructions from the other party necessary for delivery, the delivery period will start after the other party has provided these to JuliusJanis.
4. For agreed delivery times, JuliusJanis is not automatically in default after the expiration of these periods. A further written notice of default is required, granting JuliusJanis a period of at least 14 days to fulfill its obligations.
5. A notice of default is not required if delivery has become permanently impossible or it is otherwise clear that JuliusJanis will not fulfill its obligations under the agreement. If JuliusJanis does not deliver within this period, the other party has the right to dissolve the agreement in accordance with Article 265 Book 6 of the Dutch Civil Code..

### 12. Termination of Agreement

1. Both parties may terminate the agreement at any time by mutual consent..
2. Both parties may terminate the agreement in writing with a notice period of 3 months.
3. Both parties may terminate the agreement with immediate effect in the event of: a. a request for or the granting of suspension of payment to the other party; b. a request for bankruptcy or the declaration of bankruptcy of the other party; c. liquidation of the other party or permanent cessation of the business of the other party; or d. administration, guardianship, or debt restructuring under the Debt Restructuring Natural Persons Act of the other party.
4. If the agreement is dissolved, the claims of JuliusJanis against the other party become immediately payable. If JuliusJanis suspends the performance of its obligations, it retains its rights under the law and the agreement. JuliusJanis retains the right to claim damages.

### 13. Liability and Complaints

1. JuliusJanis is only liable for direct damage caused by gross negligence or intent of JuliusJanis, and not for more than the amount paid to JuliusJanis by its insurer or up to a maximum of the amount stated on the invoice.
2. Direct damage is defined as: a. reasonable costs to determine the cause and extent of the damage, as far as the determination relates to damage within the meaning of the General Terms and Conditions;

b. reasonable costs incurred to bring the deficient performance of JuliusJanis in line with the agreement, insofar as these costs can be attributed to JuliusJanis; or c. reasonable costs incurred to prevent or reduce damage, provided the other party can demonstrate that these costs resulted in a reduction of direct damage as referred to in the General Terms and Conditions.

3. JuliusJanis is never liable for indirect damage, including consequential damage, lost profits, missed savings, damage due to business interruption, damage caused by the provision of faulty cooperation and/or information from the other party, damage caused by unsolicited information or advice from JuliusJanis which is not explicitly part of the agreement, and any damage not classified as direct damage within the meaning of these terms.
4. JuliusJanis is never liable for errors in materials provided by the other party or for misunderstandings or errors regarding the performance of the agreement if these are caused by actions of the other party, such as not timely or fully providing complete, accurate, and clear data/materials.
5. JuliusJanis is never liable for errors if the other party has approved the work earlier or was given the opportunity to carry out a check and has indicated no need for such a check.
6. The liability restrictions set forth in this article also apply to third parties engaged by JuliusJanis for the execution of the agreement, and JuliusJanis is never liable for damage caused by shortcomings of these third parties.
7. JuliusJanis is not liable for damage or loss of documents during transport or postal delivery, regardless of whether the transport or delivery is carried out by or on behalf of JuliusJanis, the other party, or third parties.
8. Complaints regarding the services delivered must be reported by the customer no later than 48 hours after delivery of those services, failing which the customer is deemed to have accepted the services. The complaint must be submitted by registered mail and include a detailed report of the alleged issue.
9. If the complaint is deemed valid, JuliusJanis will, at its discretion: a. redeliver the services in whole or in part; or b. compensate for the non-conforming services..
10. JuliusJanis' voluntary response to a late or insufficient notice does not grant the customer any rights..

11. This applies fully to non-compliance or defects that JuliusJanis could have been aware of..
12. Complaints do not release the customer from their payment obligation. The customer is required to reimburse all costs arising from unfounded complaints.

### 14. Risk

1. The risk for the sold goods transfers to the customer at the moment the agreement becomes effectivedt.

### 15. Confidentiality and Intellectual Property

1. Both parties are required to keep all confidential information received from each other or from other sources in connection with the agreement secret. Information is considered confidential if disclosed as such by the other party or if its confidential nature follows from the nature of the information. The party receiving confidential information will only use it for the purpose for which it was provided.
2. If, based on a legal provision or a court ruling, JuliusJanis is required to disclose confidential information to third parties designated by law or a competent court, and JuliusJanis cannot invoke a legal or court-recognized right of confidentiality, then JuliusJanis is not liable for damages and the other party is not entitled to dissolve the agreement on the grounds of such damage.
3. Notwithstanding the foregoing, JuliusJanis is allowed to include the other party's name on a list of clients, which may be published on the website or through other communications to third parties, unless otherwise agreed.
4. All intellectual property rights to products, materials, analyses, designs, sketches, software, documentation, advice, reports, (electronic) information, inventions, discoveries, know-how, and any other work created, designed, developed, or produced by JuliusJanis, whether alone or in collaboration with others (collectively referred to as "IP Material"), are the exclusive property of JuliusJanis..
5. The other party only acquires rights and powers related to the IP Material as specified in the agreement or explicitly granted in writing.
6. The other party is under an obligation of confidentiality and must handle any IP Material provided with care, as it contains confidential information and trade secrets of JuliusJanis or its licensors.

7. The other party is under an obligation of confidentiality and must handle any IP Material provided with care, as it contains confidential information and trade secrets of JuliusJanis or its licensors.
8. The other party is not allowed to transfer any rights or powers related to the IP Material to third parties without prior written consent from JuliusJanis.
9. The other party is not allowed to remove or alter any indications of intellectual property rights, such as copyright, trademark rights, or trade names from the IP Material unless otherwise agreed.
10. JuliusJanis is allowed to take technical measures to protect the IP Material. If JuliusJanis has secured the IP Material with technical protection, the other party is not allowed to remove or circumvent this protection.
11. Any exploitation, reproduction, use, or disclosure of the IP Material by the other party outside the scope of the agreement or granted rights is considered a violation of JuliusJanis' intellectual property rights
12. The other party will pay an immediately payable and non-judiciable fine of €250 per infringement to JuliusJanis for such violations..

#### 16. Force Majeure

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure by JuliusJanis to fulfill any obligation towards the customer cannot be attributed to JuliusJanis in a situation that is independent of JuliusJanis' will, when the fulfillment of its obligations towards the

customer is wholly or partially prevented or when the fulfillment of its obligations cannot reasonably be expected from JuliusJanis.

2. The force majeure situation as described in subsection 1 also applies – but is not limited to: emergencies (such as civil war, uprisings, riots, natural disasters, etc.); shortcomings and force majeure of suppliers, couriers, or other third parties; unexpected power, electricity, internet, computer, or telecommunications failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather, and work interruptions.
3. If a force majeure situation occurs that prevents JuliusJanis from fulfilling one or more obligations towards the customer, these obligations will be suspended until JuliusJanis can again meet its obligations.
4. Once the force majeure situation has lasted for at least 30 calendar days, either party may terminate the agreement wholly or partially in writing. JuliusJanis is not liable for damages in a force majeure situation, even if it has gained any benefit from the situation.

#### 17. Amendment of the Agreement

1. If, after the conclusion of the agreement and before its execution, it is found that changes or additions to the content of the agreement are necessary, the parties will make these adjustments in a timely manner and in mutual consultation.

#### 18. Changes to the General Terms and Conditions

1. JuliusJanis is entitled to modify or supplement these general terms and conditions..

2. Minor changes may be made at any time..
3. Substantive changes will be discussed with the customer as much as possible in advance.
4. Consumers have the right to cancel the agreement in the event of a substantial change to the general terms and conditions.

#### 19. Assignment of Rights

1. The customer may not transfer their rights arising from an agreement with JuliusJanis to third parties without prior written consent from JuliusJanis.
2. This provision applies as a provision with proprietary effect as referred to in Article 3:83 subsection 2 of the Dutch Civil Code.

#### 20. Consequences of Invalidity or Annulment

1. If one or more provisions of these general terms and conditions are found to be invalid or void, this does not affect the validity of the other provisions..
2. An invalid or void provision will be replaced by a provision that comes closest to what JuliusJanis intended when drafting the terms and conditions.

#### 21. Applicable Law and Competent Court

1. All agreements between the parties are exclusively governed by Dutch law.
2. The Dutch court in the district where JuliusJanis is located has exclusive jurisdiction in the event of disputes between the parties, unless the law prescribes otherwise.

Drafted in Horst, Limburg, Nederland:

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