

GENERAL TERMS AND CONDITIONS OF THE DUTCH ASSOCIATION OF PROFESSIONAL DESIGNERS (BNO) 2026

TIN CUP PARTNERS (IN CONCEPT V.O.F.) | WITHUISWEG 7 | 8131 SM WIJHE | THE NETHERLANDS
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1. Agreement, quotation and confirmation

- 1.1 These general terms and conditions apply to the formation, content and performance of all agreements entered into between the Client and the Contractor, to the exclusion of any purchasing terms or other terms and conditions of the Client.
- 1.2 Quotations are non-binding and remain valid for two months. Price quotations may be subject to change as a result of unforeseen changes in the scope of work. Prices are exclusive of VAT and other government-imposed charges. Rates and offers quoted do not automatically apply to future assignments.
- 1.3 Assignments must be confirmed by the Client in writing. If the Client fails to do so but nevertheless agrees to the Contractor commencing the assignment, the content of the quotation shall be deemed to have been agreed. Any subsequent oral agreements or provisions shall only be binding on the Contractor once confirmed by the Contractor in writing.
- 1.4 If the Client intends to assign the same or a similar assignment simultaneously to parties other than the Contractor, or has previously assigned the assignment to another party, the Client must inform the Contractor accordingly, stating the names of those other parties.

2. Performance of the agreement

- 2.1 The Contractor shall use its best efforts to carry out the assignment carefully and independently, to safeguard the Client's interests to the best of its knowledge and ability, and to strive for a result that is useful to the Client. Where necessary, the Contractor shall keep the Client informed of the progress of the work.
- 2.2 The Client is obliged to do everything that can reasonably be expected or is necessary to enable the Contractor to deliver the work correctly and on time, in particular by providing complete, accurate and clear information or materials in a timely manner.
- 2.3 Any deadline specified by the Contractor for completion of the design is indicative, unless the nature or content of the agreement indicates otherwise. If the specified deadline is exceeded, the Client must formally give the Contractor written notice of default.
- 2.4 Unless otherwise agreed, conducting tests, applying for permits and assessing whether the Client's instructions comply with statutory or quality standards do not form part of the Contractor's assignment.
- 2.5 Before production, reproduction or publication takes place, the parties shall give each other the opportunity to inspect and approve the final models, prototypes or proofs of the design. If the Contractor, whether or not acting on behalf of the Client, gives instructions or places orders with production companies or other third parties, the Client shall, at the Contractor's request, confirm the aforementioned approval in writing.
- 2.6 Complaints must be communicated to the Contractor in writing as soon as possible and in any event within ten working days of completion of the assignment. Failing this, the Client shall be deemed to have fully accepted the result of the assignment.

3. Engaging third parties

- 3.1 Unless otherwise agreed, assignments to third parties in connection with the creation of the design shall be given by or on behalf of the Client. At the Client's request, the Contractor may act as the Client's authorised represen-

tative, at the Client's expense and risk. The parties may agree a separate fee for this.

- 3.2 If the Contractor prepares an estimate of third-party costs at the Client's request, such estimate shall be indicative only. If desired, the Contractor may request quotations on behalf of the Client.
- 3.3 If, in the performance of the assignment, the Contractor expressly agrees to procure goods or services from third parties at its own expense and risk and subsequently passes those goods or services on to the Client, the terms and conditions of the relevant supplier concerning the quality, quantity, nature and delivery of those goods or services shall also apply to the Client.

4. Intellectual property rights and ownership

- 4.1 Unless otherwise agreed, all intellectual property rights arising from the assignment, including patent rights, design rights and copyright, shall belong to the Contractor. Where such a right can only be obtained through filing or registration, only the Contractor shall be entitled to do so.
- 4.2 Unless otherwise agreed, the assignment does not include conducting research into the existence of third-party rights, including patent rights, trademark rights, design rights, copyright or portrait rights. The same applies to any investigation into the possibility of obtaining such forms of protection for the Client.
- 4.3 Unless the nature of the work makes this impossible, the Contractor shall at all times be entitled to have its name stated on or alongside the work, or to have such attribution removed. The Client is not permitted to publish or reproduce the work without stating the Contractor's name without the Contractor's prior consent.
- 4.4 Unless otherwise agreed, all working drawings, illustrations, prototypes, models, moulds, designs, design sketches, films and other materials or electronic files created by the Contractor as part of the assignment shall remain the property of the Contractor, regardless of whether they have been provided to the Client or to third parties.
- 4.5 Upon completion of the assignment, neither the Client nor the Contractor shall be under any obligation to retain the materials and data used.

5. Use and licence

- 5.1 Once the Client has fully complied with its obligations under the agreement with the Contractor, the Client shall obtain an exclusive licence to use the design insofar as this concerns the right of publication and reproduction in accordance with the purpose agreed upon for the assignment. If no agreement has been made regarding the purpose, the licence shall be limited to the use of the design for which there were established intentions at the time the assignment was given. These intentions must have been demonstrably communicated to the Contractor before the agreement was concluded.
- 5.2 Without the Contractor's written consent, the Client is not entitled to use, or have others use, the design more broadly or in any other manner than agreed. In the event of unauthorised broader or different use, including modification, distortion or alteration of the preliminary or final design, the designer shall be entitled to compensation for infringement of its rights amounting to at least three times the agreed fee, or such compensation as is reasonable and equitable in proportion to the infringement, without

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prejudice to the designer's right to claim compensation for actual damages suffered.

- 5.3 The Client is no longer permitted to use the results provided, and any licence granted to the Client as part of the assignment shall lapse:
 - a. from the moment the Client fails to fulfil its payment obligations under the agreement, in whole or in part, or otherwise defaults, unless the failure is of minor significance in light of the assignment as a whole;
 - b. if the assignment is terminated prematurely for any reason, unless the consequences thereof would be contrary to reasonableness and fairness.
- 5.4 Taking into account the interests of the Client, the Contractor shall be free to use the design for its own publicity or promotional purposes.

6. Fee and additional costs

- 6.1 In addition to the agreed fee, the Contractor shall be entitled to reimbursement of costs incurred in performing the assignment.
- 6.2 If, due to the Client's failure to provide complete, accurate and clear information or materials on time, or due to a changed or incorrect assignment or brief, the Contractor is required to carry out additional or different work, such work shall be charged separately at the Contractor's customary fee rates.
- 6.3 If the fee is in any way dependent on facts or circumstances that must be established from the Client's records, the Contractor shall, following a statement provided by the Client, be entitled to have the Client's records audited by an accountant selected by the Contractor. If the outcome of the audit differs by more than 2% or €100 from the Client's statement and settlement, the costs of the audit shall be borne by the Client.

7. Payment

- 7.1 Payments must be made within 30 days of the invoice date. If the Contractor has not received full payment after this period has expired, the Client shall be in default and shall owe interest at the statutory rate. All costs incurred by the Contractor in connection with late payment, including legal costs, extrajudicial and judicial costs, and the costs of legal counsel, bailiffs and collection agencies, shall be borne by the Client. Extrajudicial collection costs shall amount to at least 10% of the invoice amount, with a minimum of €150, excluding VAT.
- 7.2 The Contractor shall be entitled to invoice its fee monthly for work performed and costs incurred in carrying out the assignment.
- 7.3 The Client shall make all payments due to the Contractor without deduction or set-off, except for set-off against advance payments relating to the agreement that have been made by the Client to the Contractor. The Client is not entitled to suspend payment of invoices relating to work already performed.

8. Termination and dissolution of the agreement

- 8.1 If the Client terminates an agreement, the Client shall, in addition to any damages payable, pay the fee and costs relating to the work performed up to that point.
- 8.2 If the Contractor terminates the agreement due to an attributable failure by the Client to fulfil its obligations under the agreement, the Client shall, in addition to any damages payable, pay the fee and costs relating to the work performed up to that point. In this context, conduct by the Client that

makes it unreasonable for the Contractor to be expected to complete the assignment shall also be regarded as an attributable failure.

- 8.3 The damages referred to in the preceding two paragraphs shall at least include the costs arising from commitments entered into by the Contractor in its own name with third parties for the performance of the assignment, as well as at least 30% of the remaining portion of the fee that the Client would have owed had the assignment been completed in full.
- 8.4 Both the Contractor and the Client shall have the right to terminate the agreement, in whole or in part, with immediate effect in the event of bankruptcy or (provisional) suspension of payments of the other party. In the event of the Client's bankruptcy, the designer shall have the right to terminate the granted right of use, unless the consequences thereof would be contrary to reasonableness and fairness.
- 8.5 In the event that the Client terminates the agreement due to an attributable failure by the Contractor to fulfil its obligations, the services already performed and the associated payment obligations shall not be subject to reversal, unless the Client proves that the Contractor was in default in respect of those services. Amounts invoiced by the Contractor prior to termination in respect of work properly performed or delivered under the agreement shall remain due and payable, subject to the preceding sentence, and shall become immediately due and payable upon termination.
- 8.6 Where the Contractor's work consists of repeatedly performing similar activities, the relevant agreement shall, unless otherwise agreed in writing, be deemed to have been entered into for an indefinite period. Such an agreement may only be terminated by written notice, subject to a reasonable notice period of at least three months.

9. Warranties and indemnities

- 9.1 The Contractor warrants that the work delivered was designed by or on behalf of the Contractor and that, where copyright subsists in the design, the Contractor qualifies as the author within the meaning of the Dutch Copyright Act and is entitled to exercise the rights in the work.
- 9.2 The Client shall indemnify the Contractor and any persons engaged by the Contractor in connection with the assignment against all third-party claims arising from the application or use of the result of the assignment.
- 9.3 The Client shall indemnify the Contractor against claims relating to intellectual property rights in materials or data supplied by the Client and used in the performance of the assignment.

10. Liability

- 10.1 The Contractor shall not be liable for:
 - a. errors or deficiencies in materials provided by the Client;
 - b. misunderstandings, errors or deficiencies in the performance of the agreement where these are attributable to actions by the Client, such as failing to provide complete, accurate and clear information or materials on time;
 - c. errors or deficiencies on the part of third parties engaged by or on behalf of the Client;
 - d. defects in quotations from suppliers or exceeding the prices quoted by suppliers;
 - e. errors or deficiencies in the design or text/data where the Client has approved them in accordance with Article 2.5, or has been given the opportunity to carry out an inspection but has failed to do so;

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- f. errors or deficiencies in the design or text/data where the Client has chosen not to have a particular model, prototype or proof produced or carried out, and such errors would have been detectable in such a model, prototype or proof.
- 10.2 The Contractor shall only be liable for direct damage attributable to the Contractor. Direct damage shall mean exclusively:
 - a. reasonable costs incurred to establish the cause and extent of the damage, insofar as such determination relates to damage as referred to in these terms and conditions;
 - b. any reasonable costs necessary to bring the Contractor's defective performance into compliance with the agreement;
 - c. reasonable costs incurred to prevent or mitigate damage, insofar as the Client demonstrates that these costs resulted in the limitation of direct damage as referred to in these general terms and conditions.

The Contractor's liability for any other damage than that referred to above, including consequential loss, loss of profits, corrupted or lost data or materials, or damage caused by business interruption, is excluded.
- 10.3 Except in the event of intent or wilful recklessness on the part of the Contractor or its management — employees therefore excluded — the Contractor's liability for damage arising from an agreement or from an unlawful act towards the Client shall be limited to the invoice amount relating to the part of the assignment performed, less the costs incurred by the Contractor for engaging third parties, provided that this amount shall not exceed €45,000 and shall in all cases be limited to the amount actually paid out to the Contractor by its insurer in the relevant case.
- 10.4 Any liability shall lapse one year after completion of the assignment.
- 10.5 Where reasonably possible, the Client shall retain copies of materials and data supplied by it until the assignment has been completed. If the Client fails to do so, the Contractor cannot be held liable for damage that would not have occurred had such copies been retained.

11. Miscellaneous provisions

- 11.1 The Client is not permitted to transfer any right arising from an agreement entered into with the Contractor to third parties, except in connection with the transfer of the Client's entire business.
- 11.2 The parties are obliged to treat as confidential any facts and circumstances that become known to the other party in the course of the assignment. Third parties engaged in the performance of the assignment shall likewise be required to treat as confidential any such facts and circumstances originating from the other party.
- 11.3 The headings in these general terms and conditions are included solely for ease of reference and do not form part of these terms and conditions.
- 11.4 The agreement between the Contractor and the Client shall be governed by Dutch law. Any disputes between the Contractor and the Client shall be submitted to the competent court in the judicial district in which the Contractor has its registered office, or to the court otherwise competent under the law, at the Contractor's discretion.

TIN CUP SUPPLEMENTARY TERMS AND CONDITIONS HOSTING, MAINTENANCE, EMAIL AND DOMAIN NAMES 2026

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These terms and conditions supplement the General Terms and Conditions of the Dutch Association of Professional Designers (BNO) used by TIN CUP Partners (hereinafter referred to as the Contractor). Terms such as Client and Contractor have the same meaning as in those general terms and conditions.

1. Applicability

- 1.1 These supplementary terms and conditions apply in addition to the General Terms and Conditions of the BNO used by the Contractor to all services relating to hosting, technical maintenance, email and domain names (hereinafter collectively referred to as the Services).
- 1.2 In the event of any conflict between these supplementary terms and conditions and the General Terms and Conditions of the BNO, these supplementary terms and conditions shall prevail, but only insofar as the conflict relates to the Services.
- 1.3 All prices stated are exclusive of VAT and other government-imposed charges.

2. The Services

- 2.1 Hosting includes: hosting the website on a virtual private server (VPS) configured and managed by the Contractor with a European hosting provider in a European data centre; an SSL certificate for a secure connection; technical updates to the server environment and, for websites built by the Contractor, updates to the CMS and plugins used; backups in accordance with Article 4; securing and monitoring the hosting environment; and resolving hosting-related failures.
- 2.2 Unless otherwise agreed in writing, the Services do not include: substantive changes to the website; functional extensions; restoration of damage caused by actions of the Client or third parties to whom the Client has granted access; licence fees for paid plugins, themes or third-party services; or support for the Client's hardware and software. Such work will be carried out following prior consultation and charged at the Contractor's applicable hourly rate.
- 2.3 The Contractor is entitled to change the technical configuration of the Services, including the provider, server or software used, provided that this does not materially reduce the level of the Services and that the hosting remains within the European Economic Area (EEA).

3. Availability and maintenance

- 3.1 The Contractor shall use reasonable efforts to keep the website and other Services available and accessible to the best extent possible. The Contractor does not guarantee that the Services will operate continuously or without errors.
- 3.2 Scheduled maintenance will, wherever possible, be carried out at times when disruption to the Client is limited. If the Contractor expects a longer interruption, the Client will, where reasonably possible, be informed in advance.
- 3.3 Failures at the Contractor's suppliers, disruptions to the internet or telecommunications networks, and attacks by third parties, such as DDoS attacks, shall constitute force majeure.

4. Backups

- 4.1 The Contractor makes a daily backup of the website and its associated database and retains these backups for at least 14 days at a location separate from the server on which the website is hosted.
- 4.2 Restoring a backup following a failure or incident for which the Contractor is responsible is included in the Services. Restoring a backup at the Client's request, for example following a change made by the Client, will be carried out at the Contractor's applicable hourly rate.
- 4.3 The creation of backups constitutes an obligation to use reasonable efforts, not a guarantee. The backups referred to in this article relate exclusively to the website and its associated database; email is not included (see Article 6.4). The Client remains responsible for retaining its own copies of important data, such as text and image files.

5. Security and use

- 5.1 The Client shall handle login credentials with due care, use strong passwords and immediately notify the Contractor of any suspected loss or misuse of login credentials.
- 5.2 The Client is not permitted to use the Services for unlawful purposes, to send unsolicited messages (spam), or in any manner that infringes the rights of third parties.
- 5.3 In the event of a suspected malware infection, security breach, misuse or unlawful content, the Contractor may temporarily disable the website, a mailbox or part thereof in order to prevent or limit damage. The Contractor shall inform the Client of this as soon as reasonably possible. If the cause lies with the Client, restoration work will be carried out at the Contractor's applicable hourly rate.

6. Email

- 6.1 Mailboxes are provided through a European email provider, with the agreed storage capacity (standard: up to 1 GB; large: up to 10 GB).
- 6.2 The email provider applies sending limits and spam filters. The Contractor shall not be liable for messages that are not delivered or are classified as spam.
- 6.3 If a mailbox reaches its storage limit, new messages may no longer be received. The Client is responsible for clearing the mailbox or opting for a larger mailbox.
- 6.4 The Contractor does not make backups of mailboxes. In some cases, the email provider offers a limited facility to restore deleted messages or mailboxes within 30 days, but this does not constitute a regular backup and restoration is not guaranteed. After this period, deleted data may be permanently lost. The Client is responsible for regularly backing up its own email, for example using an email application or backup software. At the Client's request, the Contractor can assist with setting this up at the Contractor's applicable hourly rate. The Contractor shall not be liable for the loss of email messages.

7. Domain names

- 7.1 The Contractor registers domain names in the Client's name, making the Client the registered holder of the domain name, unless otherwise agreed in writing or verbally.

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- 7.2 The registration and use of domain names are subject to the rules and terms and conditions of the relevant registration authorities, such as SIDN for .nl domain names.
- 7.3 Domain names are invoiced annually in advance. If payment is not made or following termination, the registration of a domain name may expire. The Contractor shall not be liable for the loss of a domain name as a result thereof.
- 7.4 Upon termination, the Contractor shall cooperate with the transfer of the domain name, including by providing the required transfer or authorisation code.

8. Term, invoicing and termination

- 8.1 In accordance with Article 8.6 of the General Terms and Conditions of the BNO, the Services are entered into for an indefinite period and invoiced annually in advance per calendar year. If a Service commences during a calendar year, the first year shall be invoiced on a pro rata basis.
- 8.2 The Client may terminate a Service in writing with effect from the end of a calendar year, subject to a notice period of three months. A notice of termination must therefore reach the Contractor no later than 30 September.
- 8.3 In the event of termination during the year, no refund will be made of amounts already paid in advance, unless the termination is the result of an attributable failure by the Contractor to fulfil its obligations.

9. Price changes

- 9.1 The Contractor may adjust the rates for the Services as of 1 January of each year, including in response to changes in supplier costs, indexation or changes to the scope of the Services.
- 9.2 Any price change will be announced in writing at least six weeks before its effective date.
- 9.3 If a price increase exceeds the annual inflation adjustment based on the Consumer Price Index (CPI) published by Statistics Netherlands (CBS), the Client shall have the right to terminate the relevant Service with effect from the date on which the increase takes effect, provided that notice is given within the period specified in the announcement. In that case, the notice period referred to in Article 8.2 shall not apply.

10. Payment and suspension

- 10.1 Article 7 of the General Terms and Conditions of the BNO applies to payments.
- 10.2 If payment remains outstanding, including after a written reminder granting a further payment period of 14 days, the Contractor may suspend the Services until full payment has been received. The Contractor may charge reasonable costs for reactivating the Services.

11. Termination of the Services

- 11.1 Upon termination of the hosting service, the Contractor shall cooperate in transferring the website to a provider selected by the Client. A one-off fee of €125 excluding VAT will be charged for this technical handover. This includes transferring the website, the necessary technical configuration and checking that the website functions correctly in the new hosting environ-

ment. Any work falling outside this scope will be agreed in advance. Costs charged by the new hosting provider or registrar are not included.

- 11.2 Article 5 of the General Terms and Conditions of the BNO shall continue to apply to the Client's further use of the website after termination.
- 11.3 The Contractor shall retain the Client's data for 30 days after termination of the Services and shall then delete it. Backups will be deleted after the regular retention period referred to in Article 4.

12. Personal data

- 12.1 To the extent that the Contractor processes personal data on behalf of the Client in the performance of the Services, for example messages submitted through contact forms, email or data contained in the website database, the Client shall be the data controller and the Contractor the data processor within the meaning of the General Data Protection Regulation (GDPR). The Contractor shall process such data solely for the purpose of providing the Services and in accordance with the Client's instructions.
- 12.2 The parties shall enter into a Data Processing Agreement for this purpose. Until such an agreement has been entered into, the arrangements set out in this article shall apply. In the event of any conflict, the Data Processing Agreement shall prevail.
- 12.3 The Contractor shall take appropriate technical and organisational measures to protect personal data. Employees of the Contractor and third parties engaged by the Contractor shall be subject to confidentiality obligations.
- 12.4 The Client grants the Contractor general authorisation to engage subprocessors for the Services that are established and process data within the EEA, such as hosting, email and backup providers. The Contractor shall enter into appropriate arrangements with such subprocessors regarding the protection of personal data and shall provide an overview of the subprocessors engaged upon request. If a new subprocessor is engaged, the Contractor shall inform the Client in advance; the Client may object on reasonable grounds.
- 12.5 The Contractor shall inform the Client without undue delay, and no later than 48 hours after discovering it, of a personal data breach (data breach), so that the Client can comply with any applicable notification obligation.
- 12.6 The Contractor shall provide the Client with reasonable assistance in responding to requests from data subjects, such as requests for access or erasure, and in reporting a data breach. Work falling outside the normal Services may be charged at the Contractor's applicable hourly rate.
- 12.7 Following termination of the Services, personal data shall be deleted in accordance with Article 11.3, unless there is a statutory obligation to retain it.

13. Liability

- 13.1 The Contractor's liability shall be governed by Article 10 of the General Terms and Conditions of the BNO. In addition, liability in connection with the Services shall be limited to the amount paid by the Client for the relevant Service during the twelve months preceding the event giving rise to the damage.
- 13.2 The Contractor shall not be liable for damage resulting from: failures at suppliers or internet service providers; attacks or misuse by third parties



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despite reasonable security measures; loss of data not covered by the backups referred to in Article 4; actions by the Client or third parties to whom the Client has granted access; and errors in third-party software or plugins.

- 13.3 Any administrative fine or penalty imposed by a supervisory authority, such as the Dutch Data Protection Authority (Autoriteit Persoonsgegevens), shall be borne by the party on whom it is imposed and may not be recovered from the other party.

14. Amendments to these terms and conditions

- 14.1 The Contractor may amend these supplementary terms and conditions. Amendments shall be announced at least one month before their effective date. In the event of a material amendment that is disadvantageous to the Client, the Client shall have the right to terminate the Services with effect from the date on which the amendment takes effect.

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