



## **GENERAL TERMS & CONDITIONS Brands Are Trees 2023**

In these General Terms & Conditions the founder Chella Valkering and Felipe Nahuel Varela, of the branding agency Brands Are Trees [[www.brandsaretrees.com](http://www.brandsaretrees.com) KVKNR:64708497] shall be referred to as “the agency”.

### **Article 1. General**

These General Terms & Conditions shall apply to all legal relationships between the agency and the client and supersede any terms and conditions referred to, offered or relied on by the client, unless expressly agreed otherwise in writing.

### **Article 2. Quotations and conclusion of contracts**

**2.1** All offers and quotations issued by the agency are made without obligation.

**2.2** A contract is concluded upon the client’s written acceptance of the quotation, or, if no quotation was given, upon the agency’s written acceptance of the client’s order.

**2.3** The agency may consider any person or entity who extended the assignment as its client, unless that party expressly indicated that he was acting on behalf and for the account of a third party, whose name and address were supplied to the agency at the same time.

### **Article 3. Changes or cancellations**

**3.1** Any major changes to the assignment, after a contract has been concluded, shall entitle the agency to modify the quoted price and/or the term of delivery.

**3.2** In case the client cancels the assignment after a contract has been concluded, the client shall be liable to pay for the work already produced. The agency shall place the work already completed at the client’s disposal.



#### **Article 4. Performance of assignments and confidentiality**

4.1 The agency shall perform any assignment to the best of her professional knowledge and ability for the purpose as specified by the client.

4.2 The agency shall keep all information supplied by the client strictly confidential.

4.3 Unless expressly agreed otherwise, the agency shall be entitled to have all or part of an assignment performed by a third party, however without prejudice to her own responsibility to the confidential treatment of information and the proper performance of the assignment.

#### **Article 5. Term and date of delivery**

Any agreed delivery date is provisional, unless agreed otherwise in writing. The agency shall notify the client as soon as it becomes clear an agreed delivery date cannot be met.

#### **Article 6. Prices and payment**

6.1 All fees are based on the agency's current fee per hour, unless expressly agreed otherwise in writing.

6.2 All prices are exclusive of VAT.

6.3 All payments must be made in full no later than 14 days after the invoice date and shall be remitted in the currency invoiced. After this period, the client shall receive a reminder.

Should this prove to be insufficient, the client shall without further notice be in default, after which interest and late payment fees shall be added to the invoice amount.

#### **Article 7. Complaints and disputes**

7.1 In case of any complaints about the work produced by the agency, the client shall notify the agency in writing as soon as possible and in any



event within 10 working days after delivery of the work. No complaint shall release the client of its payment obligations.

**7.2** In case of a valid complaint, the agency shall correct or replace the work within a reasonable period, or, if the agency cannot reasonably comply with the client's wishes, a discount may be granted.

**7.3** The client shall no longer be in a position to lodge a complaint if the client has modified the work produced by the agency itself.

## **Article 8. Liability and indemnity**

**8.1** The agency shall exclusively be liable for any direct loss or damage demonstrably deriving from any fault for which she can be held accountable. The agency shall under no circumstance be liable for any other form of loss or damage, such as trading or consequential losses, losses due to delay, or loss of profit. The agency's liability shall never exceed the invoice amount for the assignment concerned excluding VAT.

**8.2** The agency shall never be liable for any loss or damage being a result of or in connection with the lack of or incorrectness of any information provided by the client. **8.3** The client shall indemnify the agency and hold her harmless against all claims from third parties in connection with the performance of the assignment as well as against all claims from third parties being a result of the client's use or distribution of the work produced by the agency.

## **Article 9. Copyright**

Unless expressly agreed otherwise in writing, the agency shall retain all copyrights in and to all the work produced by the agency. The agency herewith grants an non- exclusive, non-transferrable license authorizing the client to use the work produced by the agency.

## **Article 10. Applicable law and jurisdiction**



**10.1** The contract between the client and the agency shall be exclusively governed by Dutch law.

**10.2** All disputes and claims that may arise from this contract shall be subject to the exclusive jurisdiction of the competent Dutch court.