

1. AGREEMENT, QUOTE AND CONFIRMATION

- 1.1.** All quotes are subject to applicable provisions of these general terms and conditions, including the quote and acceptance thereof as well as the resulting agreement.
- 1.2.** As for referral to other terms and conditions, the applicability thereof is expressly rejected.
- 1.3.** All quotes are valid for a period of 1 month, unless the quote states otherwise.
- 1.4.** The agreement exists as soon as the acceptance of the offer reaches Art du Lion. This acceptance must indicate that the client agrees to the applicable provisions of these general terms and conditions and that the client, if needed, nullifies the validity of any applicable provision of their own terms and conditions.
- 1.5.** In the event that in the acceptance reservations or changes are applied to the quote, then contrary to the prior point, an agreement arises only in the event that Art du Lion messages the client agreeing with the deviation from the quote.
- 1.6.** In the event that one or more provisions in these general terms and conditions at any time become wholly or partially invalid, the remaining provisions in these general terms and conditions shall remain fully applicable. Art du Lion and the client will in that case come to an agreement regarding the substitution of new provisions for the null or void provisions, ensuring that the intent and the goal of the original provisions are maintained to the fullest extent possible.

2. AMENDMENTS

- 2.1.** Amendments to the agreement and deviations from these general terms and conditions will only have power in the event that there is a written agreement to this effect between Art du Lion and the client.
- 2.2.** In the event that amendments lead to an increase or decrease in costs, a consequential adjustment to the sales price will be agreed to in writing between the parties.
- 2.3.** In the absence of an agreement regarding the adjustment of the sales price, there is then a dispute between the parties to which article 15 of these general terms and conditions applies.
- 2.4.** Art du Lion has the right to index the prices and tariffs at the start of a new calendar year on the basis of the CBS figure for family consumption (CPI base year 2006).

3. TERMS AND EXECUTION

- 3.1.** If for the execution of certain activities or for the delivery of certain services a term is agreed upon or specified, then this term is an indicative range and this is never a deadline. With the over-treading of a term, the client must therefore provide Art du Lion with written notice of failure. Art du Lion must thereby be given a reasonable term within which to perform according to the agreement.
- 3.2.** Art du Lion has a right to have certain activities carried out by third parties. Art du Lion retains with respect to these activities the final responsibility for conformity to these general terms and conditions.
- 3.3.** In the event that Art du Lion or third parties engaged by Art du Lion in the context of the agreement carry out activities at the location of the client or at a location indicated by the client, then the client shall without charge provide facilities desired by those employees within reason.
- 3.4.** The client shall ensure that all information and materials, such as images, which Art du Lion indicates are necessary or which the client should reasonably understand are necessary for the execution of the agreement, are provided to Art du Lion in a timely manner. In the event that information necessary for the execution of the agreement is not provided to Art du Lion in a timely manner, then Art du Lion has the right to suspend the agreement and/or to charge the client for extra costs arising from the delay according to the then-applicable tariff. The term of execution shall not begin earlier than after the client has made the information available to Art du Lion. Art du Lion is not liable for damage, regardless of the nature, caused by provision to Art du Lion of incorrect and/or incomplete information.

4. CORRECTION

- 4.1.** When a design delivered by Art du Lion is a commissioned design, then the client has a right to 1 correction round. This means that the client has the right to request the application of adjustments by Art du Lion 1 time. After 1 correction round, the client incurs the hourly tariff for further corrections.
- 4.2.** Complaints should be shared with Art du Lion as soon as possible but in any case within 10 days after the completion of the order. A lack of submitted complaints will result in the order being considered approved by the client.
- 4.3.** In completion of the order, it is understood that the design is delivered after the correction round.
- 4.4.** In the event that, after the correction round, the design is to be printed, or in some other fashion produced, whether or not by a third party, then Art du Lion is not responsible for any design flaws or other physical characteristics.

5. SUSPENSION, RELEASE AND TERMINATION OF THE AGREEMENT

- 5.1.** Where a professional client is concerned and where an order is concerned that ends upon completion, the client does not have the right to terminate the agreement prematurely.
- 5.2.** If the agreement is prematurely terminated by Art du Lion, then Art du Lion will in consultation with the client facilitate, where possible, the transfer of the order activities to third parties, unless the termination is attributable to the client. If the transfer of the work activities will generate extra costs for Art du Lion, then these will be charged to the client. The client is obligated to pay these charges within the previously indicated term, unless Art du Lion indicates otherwise.
- 5.3.** Art du Lion is authorized to suspend the fulfilment of obligations or to dissolve the agreement if the client does not, does not fully or does not in a timely fashion fulfil the obligations of the agreement, if Art du Lion is given good reason to believe after the conclusion of an agreement that the client will not fulfil the obligations of the agreement, if the client in the conclusion of the agreement is requested to provide a guarantee for the fulfilment of obligations under the agreement and this guarantee is lacking or is incomplete or if due to a delay on the part of the client Art du Lion can no longer be confident of the fulfilment

of the original agreement.

- 5.4.** Further, Art du Lion is authorized to dissolve the agreement if circumstances arise that make the fulfilment of the agreement impossible or if circumstances arise that mean that Art du Lion cannot be reasonably expected to fulfil the unaltered provisions of the agreement. Consequently, Art du Lion has the right to refuse orders and to terminate already concluded agreements without consideration of any term in the event that the submitted material for the assignment has a pornographic, fascist or otherwise obscene nature or the content discriminates or otherwise violates fundamental, legal or international agreements regarding protected classes.
- 5.5.** If the agreement is dissolved, the demands of Art du Lion of the client become payable immediately. If Art du Lion suspends the fulfilment of the obligations, Art du Lion shall retain its rights under the law and the agreement.
- 5.6.** If Art du Lion chooses suspension or dissolution, it shall in no way be liable for restitution for damages and costs that result in any way.
- 5.7.** If the dissolution is attributable to the client, then the client owes restitution for damages, fees, and the costs arising from any associated activities. Any acts on the part of the client on the grounds of which Art du Lion cannot reasonably be expected to complete the order shall in this context be regarded as a breach.
- 5.8.** The restitution for damages intended in the previous item at least includes the costs resulting from Art du Lion entering into partnerships in its own name with third parties, as well as at least 30% of the remainder of the fee that the client would owe upon completion of the order.
- 5.9.** If the client does not fulfil any on-going obligations under the agreement and this failure justifies dissolution, then Art du Lion has the right directly and with immediate effect to dissolve the agreement without any obligation on its part for payment of any loss or damages, while the client, due to inadequate performance, will be obligated to pay loss or damages.
- 5.10.** In the event of liquidation, of (application for) suspension of payments or bankruptcy, of attachment – if and to the extent the lien is not lifted within three months – at the expense of the client, of debt restructuring or other circumstances under which the client no longer has complete control over his assets, Art du Lion is free to directly and with immediate effect to terminate the order or to annul the agreement, without any obligation on its behalf to pay any penalty or damages. The payment owed to Art du Lion by the client shall in that case become payable immediately.

6. FORCE MAJEURE

- 6.1.** Art du Lion is not held to the fulfilment of any obligation to the client if it is hindered therein as a consequence of a circumstance that is not due to negligence, nor legal action, nor generally considered to be its responsibility.
- 6.2.** There is force majeure on the part of Art du Lion if Art du Lion, after the conclusion of the agreement, is hindered in its obligations under this agreement or in the ability to fully prepare for fulfilment thereof as a consequence of war, threat of war, civil war, terrorism, civil disturbance, riot, fire, water damage, flooding, strike, lockout, import or export restrictions, government actions, defects in machinery, disruptions in power, both for Art du Lion and for third parties from which Art du Lion wholly or in part relies on for necessary goods or services, and furthermore for any other causes that arise beyond the fault or the foreseeable risks of Art du Lion.
- 6.3.** Art du Lion can, during the period for which the force majeure lasts, suspend the obligations under the agreement. If this period lasts longer than two months, then either party is entitled to dissolve the agreement, without obligation to compensate for damages of either party.
- 6.4.** To the extent that Art du Lion at the time of the onset of the force majeure has partially met or will fulfil its obligations under the agreement, and the fulfilled and yet to be fulfilled obligations independently add some value, then Art du Lion is entitled to bill the already fulfilled obligations and yet-to-be-fulfilled obligations separately. The client is obligated to pay these invoices as if they were fulfilments of separate agreements.

7. LIABILITY

- 7.1.** If Art du Lion becomes liable, then this liability is limited to that arranged in this provision.
- 7.2.** Art du Lion is not liable for damage, of any nature, arising because Art du Lion has relied on incorrect and/or incomplete information provided by the client.
- 7.3.** Art du Lion is not liable for damage, of any nature, arising because the client has provided Art du Lion with images, text or other works that violate the intellectual property rights of third parties.
- 7.4.** If Art du Lion becomes liable for any damage, then the liability of Art du Lion is limited to the maximum invoice value of the order, and then to that part of the order with which the liability is concerned.
- 7.5.** The liability of Art du Lion is in any case limited to the amount of the reimbursement of its insurer in appropriate cases.
- 7.6.** Art du Lion is exclusively liable for direct damages.
- 7.7.** Direct damages is understood to mean exclusively the reasonable costs for establishing the cause and extent of the damage, in so far as the establishment concerns the damage in the sense of these terms and conditions, any reasonable costs arising from the lack of performance by Art du Lion in fulfilling the agreement, to the extent these can be attributed to Art du Lion, and reasonable costs incurred to prevent or limit damage, to the extent the client demonstrates that these costs led to limitation of direct damage as meant in these terms and conditions. Art du Lion is never liable for indirect damages, including resulting damage, lost profits, loss of savings and damage from slowing of operations.
- 7.8.** The limitations in this article to liability do not apply if the damage is due to gross negligence or intention on the part of Art du Lion.
- 7.9.** The client indemnifies Art du Lion for any liability of third parties that in connection with the execution of the agreement suffer damages and where the cause is attributable to any party other than Art du Lion. If Art du Lion is judged to be liable for third parties, then the client shall assist Art du Lion both in and out of court and shall promptly do whatever might be expected in that case. If the client fails to take adequate measures, then Art du Lion, without notice, has

the right to do so itself. All costs and damages on the part of Art du Lion and third parties that arise as a result shall be at the expense and risk of the client.

8. ENGAGEMENT OF THIRD PARTIES

- 8.1.** Unless otherwise agreed, assignments to third parties, in the context of the creation of the design of any product or service, are provided on behalf of the client. At the request of the client, Art du Lion can, at the expense and risk of the client, act as an intermediary. Parties can agree on a fee for these services.
- 8.2.** If Art du Lion at the request of the client provides a cost estimate for third parties, then this estimate will only have an indicative effect. If desired, Art du Lion can request quotes on behalf of the client.
- 8.3.** If in the execution of the order, Art du Lion following an express agreement commissions goods and services at its own expense and risk, wherein these goods or services are passed to the client, then the provisions of the terms and conditions of the provider concerning the quality, quantity, capacity and delivery of these goods or services shall also apply to the client.

9. OBLIGATIONS OF CLIENT

- 9.1.** The client is obligated to provide Art du Lion in a timely manner with all information that Art du Lion needs in order to best execute its activities. Art du Lion is not liable for damage arising from the untimely provision of necessary information by the client.
- 9.2.** If not otherwise agreed, the client shall deliver to Art du Lion all texts and images that are to be used in digital form. This delivery must occur within 3 workday after the conclusion of the agreement, unless otherwise agreed. If the end date for the order has been agreed upon, this will shift by at least as many days as the client is in default under the terms of this provision.
- 9.3.** If Art du Lion, outside the preceding provision, requests documents in connection with the agreement, the client shall be required, if the client has possession of or can get possession of the requested documents, to deliver said documents within 3 workdays to Art du Lion at no cost.
- 9.4.** The client is obligated to determine whether risks exist in the fulfilment of a commission of violating any author's right or copyrights, and to inform Art du Lion of any such risks in a timely manner and in writing. When there is a violation of intellectual property rights, Art du Lion will not be liable.

10. USE AND LICENSE

- 10.1.** When the client entirely meets its obligations resulting from the agreement with Art du Lion, the client receives an exclusive license to the use of the design insofar as this concerns the agreed upon purpose of the order. If there is no agreement made regarding the purpose, then the granting of the license remains limited to that use of the design for which firm intentions existed at the time of the order. These intentions must be made clearly known before the conclusion of the agreement with Art du Lion.
- 10.2.** The client is not entitled without written consent from Art du Lion to expand the design or in any other way to use or allow it to be used than is agreed. In addition, the client is not entitled without written consent from Art du Lion to use a design that was proposed in the development phase and is not yet definitive, as well as any non-selected design or a design that is refused by the client. In the event of non-approved expansion or other use, also meaning changes, mutilation or damage to the interim or definitive design, Art du Lion has the right to compensation for the violation of its rights of at least three times the agreed fee, or a compensation that is reasonable and equitable in proportion to the violation committed, without prejudice to the right of Art du Lion to seek compensation for actual damages.
- 10.3.** The client is not (any longer) permitted to use the results made available and the license granted to the client in any context is revoked: - as of the moment the client does not (fully) fulfil its (payment) obligations under the agreement or is otherwise in breach, unless the failure of the client is not of significant meaning in light of the entire order; - if the order, for whatever reason, is prematurely ended, unless the result of this is in conflict with reasonableness and equity.
- 10.4.** Art du Lion has the freedom to use the design for its own publicity or promotion.

11. PRICE AND PAYMENT

- 11.1.** Mentioned amounts on the website of Art du Lion do include VAT, but do not include shipping costs or costs for personal preferences like framing of an artwork.
- 11.2.** Payment must be completed within 7 days after the invoice date, in a manner indicated by Art du Lion in the currency invoiced, unless otherwise indicated by Art du Lion in writing. Art du Lion is entitled to invoice periodically.
- 11.3.** At the request of Art du Lion, 50% of the invoice value must be paid prior to the commencement of work activities by Art du Lion. If the client thereafter wishes to cancel the order, Art du Lion is entitled to retain the forenamed payment.
- 11.4.** If the client leaves printing and comparable activities to Art du Lion, orders connected hereto will only be delivered to the printer or other third parties after the receipt of payment for the services concerned by Art du Lion.
- 11.5.** When the agreement with Art du Lion concerns the sale of digital art, work will only be carried out and completed by third parties after the advance payment of the sales price by the purchaser.
- 11.6.** The client shall make the payments owed to Art du Lion without discount or deduction, barring deduction of deductible payments under the agreement, that the client has provided to Art du Lion. The client is not entitled to suspend payment of invoices of completed work.
- 11.7.** If the client does not fulfil its payment obligations in a timely manner and fails to comply with a notice of failure to perform within a week, Art du Lion is authorized without judicial intervention to consider the agreement dissolved. In that case, the client is liable for damages suffered by Art du Lion, including loss of profit and the costs of the notification of failure to perform.
- 11.8.** From the moment when the client is in default, until the day of full payment, there is an interest penalty incurred of one percent per month or part thereof, without prejudice to the right of Art du Lion to compensation for dam-

ages and without prejudice to its future rights.

11.9. If Art du Lion, in response to failure in the fulfilment of the obligations under the agreement on the part of the client, resorts to extrajudicial measures, the costs thereof will be charged to the client. The extrajudicial costs are set at 10% of the invoice amount with a minimum of €150.- excluding VAT.

12. INTELLECTUAL PROPERTY

- 12.1.** Unless otherwise agreed in writing, Art du Lion retains the rights and authority granted to it under copyright law and other intellectual laws and regulations. Insofar as such a right can only be obtained by deposition or registration, Art du Lion is exclusively authorized to do so.
- 12.2.** Unless otherwise agreed in writing, work drawings, illustrations, prototypes, models, moulds, designs, design sketches, films, materials, (digital) 'layer' files or concepts of the foregoing made by Art du Lion in the context of the order remain the property of Art du Lion, regardless of whether these have been delivered to the client.
- 12.3.** Unless the work is not suitable for that purpose, Art du Lion is entitled in perpetuity to include or remove its name or to have its name included or removed, and it is not permitted for the client to publish or reproduce the work without the inclusion of Art du Lion's name without prior permission.
- 12.4.** Art du Lion has the right to use knowledge it has gained in the fulfilment of an agreement for other purposes, insofar as this does not reveal strictly confidential information about the client to third parties.
- 12.5.** After the completion of the order, neither Art du Lion nor the client have a duty to each other to retain materials and information utilised.

13. SALE OF PAINTINGS/DIGITAL ART

- 13.1.** When the agreement with Art du Lion concerns the sale of a painting or digital art, the provisions of these terms and conditions, if and insofar as possible, of the agreement shall apply and in place of 'client' must instead be read as 'purchaser'.
- 13.2.** Furthermore, when purchasing a painting or digital art, the provisions in this article apply. If a provision is in conflict with other provisions of these terms and conditions, what is determined in this article shall apply.
- 13.3.** The purchaser is obligated to meet the sales price in advance. The purchaser is not authorised to reduce this sales price by any amount in connection with a counterclaim brought by the purchaser.
- 13.4.** Art du Lion pledges to the buyer to pack the goods properly (unless the nature of the goods prevents this) and to secure them in such a way that they reach their destination in good state by normal transport. Art du Lion is responsible for usual transport insurance.
- 13.5.** Transport costs shall be billed to the buyer, unless otherwise agreed.
- 13.6.** The goods shall be delivered by Art du Lion, or may be sent to the agreed upon place or places in the manner indicated in the order or thereafter agreed.
- 13.7.** If for whatever reason the purchaser is not able to receive the goods at the agreed upon time, and they are ready to be sent, then Art du Lion shall, if its storage capacity permits, store the goods at the request of the purchaser.
- 13.8.** Except as provided in item 9 of this article, the ownership of and the risk for the goods shall transfer to the purchaser upon deliver at the agreed place.
- 13.9.** As long as the purchaser has not fulfilled the entire amount of the purchase price with any associated costs or provided guarantee thereof, Art du Lion retains the ownership of the goods. In that case, the ownership shall pass to the purchaser as soon as the purchaser fulfils all obligations with respect to Art du Lion.
- 13.10.** Art du Lion is not liable for discoloration and other changes in the appearance of the artwork that arise after the passage of time, or small (common) colour differences in prints of digital art. Art du Lion is also not liable for scratches or other damage to delivered work arising from inadequate maintenance or other handling by the purchaser.
- 13.11.** Art du Lion reserves the right to use works for art prints as well as for use for other publications, including calendars, books, cards, banners, clothing and other publications. The purchaser may not duplicate, copy, publish, distribute or reproduce the purchased work in any way.
- 13.12.** If the client provides a photo to Art du Lion for the purpose of the realisation of the painting or digital art work, the client is obligated to investigate whether there a risk exists in the fulfilling of the order of a violation of any intellectual property rights and to inform Art du Lion of any apparent risks thereof in a timely and written manner. When there is a violation of an intellectual property right, Art du Lion will not be liable.
- 13.13.** Art du Lion reserves the rights and powers to which it is entitled on the grounds of copyright law and other intellectual property laws and regulations that apply to paintings and digital art works.

14. APPLICABLE LAW

- 14.1.** This agreement is governed by the law of the Netherlands.

15. DISPUTES

- 15.1.** All disputes that may arise between the parties with respect to their agreement or further agreements and other acts in connection with this agreement such as, for example, but not limited to, torts, undue payments and baseless enrichments will be settled by the Court at Hertogenbosch, except to the extent that mandatory rules of jurisdiction interfere with this choice.
- 15.2.** A dispute shall be regarded as existing as soon as one of the parties declares one present.
- 15.3.** A dispute regarding a particular claim must be completed resolved within a year after the claim arises and comes to the attention of the claimant, without prejudice to the possibility of earlier revocation or of limitations according to the law.
- 15.4.** In the event of any discrepancy between the Dutch text of these general terms and conditions ('Algemene Voorwaarden') and this English translation, the Dutch version shall be regarded as definitive.

Sincerely, Art du Lion