

## General Terms and Conditions - InZert Graphics

### 1. General

#### 1.1 General - General Conditions

Our general conditions apply to all offers, order confirmations, invoices and any kind of documents, agreements and commitments made, including the resulting deliveries and services of any kind between InZert Graphics and its client.

Deviations from our general terms and conditions are only binding if this has been explicitly agreed in writing between both parties.

InZert Graphics is not bound by the general and special terms and conditions of its client, such terms and conditions can only be accepted by specific written acceptance from InZert Graphics, on condition that they do not conflict with the present terms and conditions of InZert Graphics.

#### 1.2 General - Belgian Law

Belgian law applies to all offers, order confirmations, invoices and any kind of documents, agreements and commitments made, including the resulting deliveries and services of any kind between InZert Graphics and its client.

In the event of disputes regarding offers, order confirmations, invoices and any kind of documents, agreements and commitments made, only the Belgian Courts of the Antwerp district and / or the Justice of the Peace district of Westerlo have jurisdiction.

Any disputes must always be advocated in the Dutch language.

If in any case InZert Graphics has to go to Court because of its client refusal to pay out invoices, all costs and interests made on the unpaid invoice plus all costs that InZert Graphics has to make with debt collectors, Court, Its lawyer and any other costs or interests concerning the process to retrieve the payment of the unpaid invoice will have to be paid by the client to who the concerning invoice(s) has been made.

#### 1.3 General - Synonyms

The use of synonyms defined in the General Terms and Conditions in relation to the offers, order confirmations, invoices and any kind of documents, document headings, agreements and commitments drawn up by InZert Graphics are fully permitted and cannot in any way give rise to the partial or complete cancellation of the provisions in the General Terms and Conditions.

### 2. Price Quote

#### 2.1 Price Quote - General

Quotations made by InZert Graphics, being oral or written, are not binding, so without obligation.

InZert Graphics reserves the right to change the price before the order confirmation is sent to the client. If the client has described his needs incompletely in the price request and / or has not communicated all information, InZert Graphics reserves the right to adjust its quotation accordingly.

If after placing the order the client submits new and / or changed information and / or needs on the order in question, InZert Graphics reserves the right to review the entire project and, if necessary, to pass on additional costs to the client, or cancel the order if the new needs are not possible.

As a result, InZert Graphics cannot be held liable in any way for the termination of the assignment and costs are not accepted.

However, the client must pay the costs already incurred by InZert Graphics as well as the fully prospected fee of InZert Graphics to the client in writing to InZert Graphics.

#### 2.2 Price Quote - Validity Period

If the validity period of a quotation is not specified otherwise by InZert Graphics, InZert Graphics applies a validity period of 30 calendar days for all its quotations after sending the quotation.

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### **2.3 Quotation - Based on fee (working hours)**

Quotations based on a fee and the number of working hours cannot be considered final. The quotation is considered to be an indicative proposal, just as the order confirmation remains an indication.

Afterwards, InZert Graphics will settle the actual working hours and the equivalent fee by means of the invoice. Working hours are charged per 15 minutes (15 minutes), each newly started quarter is charged as fully.

### **2.4 Price Quote - Confirmation**

If the client agrees with the quotation, he must confirm this in writing to InZert Graphics within the validity period of the current quotation. Verbal agreements are not accepted by InZert Graphics and cannot be started.

If an effective delivery date is drawn up instead of a delivery period, the client must provide InZert Graphics with the written confirmation and all required data before the corresponding validity date.

If the client fails to do this, InZert Graphics reserves the right to set a new delivery date.

## **3. Order Confirmation**

### **3.1 Order Confirmation - Providing Data or Information**

The client is expected to do everything necessary to enable timely and correct delivery by InZert Graphics. This means in particular the delivery of complete, clear and correct data, materials and information in order to carry out the assignment correctly and efficiently.

### **3.2 Order Confirmation - Order Confirmation**

By receiving the order from the client in writing, InZert Graphics will confirm with an order confirmation. After InZert Graphics has sent the order confirmation, the client has 5 working days (Mon-Fri) to report errors and / or cancellation of the order.

The above can only apply if InZert Graphics receives a delivery period of at least 10 working days from the client after drawing up the order confirmation.

If the client submits new information and / or needs of the relevant order after placing the order, InZert Graphics reserves the right to review the entire project and, if necessary, to pass on additional costs to the client or to cancel the order. If the new needs do not lie in the possibility of implementation.

InZert Graphics can not be held liable in any way for the termination of the assignment and costs are not accepted. However, the client must pay the costs already incurred by InZert Graphics as well as the fully prospected fee as stated on the order confirmation that InZert Graphics has sent out to the client to confirm the order.

### **3.3 Order Confirmation - Delivery Time**

The stated delivery times of InZert Graphics for the completion of an assignment are only indicative.

Delivery by InZert Graphics after the date of the proposed delivery period can never give the client the right to claim compensation and / or liability from InZert Graphics.

### **3.4 Order Confirmation - Confirmation General Conditions**

By effectively placing an order with InZert Graphics, the client explicitly confirms that he understood and agrees with the general terms and conditions of InZert Graphics.

### **3.5 Order Confirmation - Complaints**

Complaints about delivered goods and / or services must reach us in writing, at the latest 8 days after delivery of the relevant order and must be thoroughly motivated.

InZert Graphics takes no responsibility for the incorrect use of a delivered product or service by the client and / or final recipient and has no obligation whatsoever to guarantee the client the operation for the relevant purpose.

The client is expected to conduct sufficient research into the proper functioning of a possible end product.

Furthermore, InZert Graphics takes no responsibility for incorrect modeling where the instructions, dimensions and specifications of the client were followed.

### **3.6 Order Confirmation - Tolerances**

Unless otherwise agreed in writing and / or specifically required for the product, InZert Graphics is permitted to perform the work with an acceptable tolerance.

### **3.7 Order Confirmation - Transport**

If InZert Graphics has used the delivery address data that the client has proposed and has passed on to the carrier concerned, InZert Graphics can in no way be held responsible for a lost shipment.

The client must further arrange this with the carrier (s) involved.

InZert Graphics can only assist in this by making the contact details of the carrier involved available to the client.

InZert Graphics takes responsibility for packaging the products in question in such a way that they are not damaged during normal use during transport.

If a product or material has been damaged during transport, the client must inform InZert Graphics in writing within 8 days of dispatch with clear photos of the material that is still packaged and transport packaging damaged on the outside.

InZert Graphics can in no way be held responsible for the careless handling of transport by the carrier.

### **3.8 Order Confirmation - Outsourcing**

InZert Graphics retains all rights to redistribute received orders according to its own wishes among its own personnel. In addition, InZert Graphics retains all rights to outsource received assignments to a third party unless expressly agreed otherwise in writing between InZert Graphics and the client.

InZert Graphics must not inform the client of this unless explicitly agreed in writing.

### **3.9 Order Confirmation - Own Idea**

InZert Graphics will always take into account the wishes of the client as much as possible as well as the use of supplied instructions, sketches, photos, 3D scans or other data provided by the client.

However, InZert Graphics can not be held responsible if the final product does not correspond 100% with the reality and / or the idea of the client.

InZert Graphics can only advise the client to provide as much conclusive information as possible so that the scope for an idea other than that of the client remains as limited as possible.

InZert Graphics retains the full right to assess a product as a final product, to invoice it as well as to assess whether all instructions, sketches, photos, 3D scans or other data proposed by the client are sufficiently included in the final model. Only the predefined instructions, sketches, photos, 3D scans or other data included in the order confirmation of the assignment are eligible to make this assessment on the final model.

If the client still requests an overhaul, InZert Graphics retains all rights to issue a new quote with additional costs, which remains in accordance with the General Terms and Conditions of InZert Graphics.

If the client does not want to accept these additional costs, InZert Graphics can not be obliged to carry out the revision free of charge and the client must pay the other invoices in accordance with the General Terms and Conditions of InZert Graphics.

InZert Graphics can never accept fines or costs from the client if, in the opinion of the client, the final product does not meet his wishes or ideas.

## 4. Payment

### 4.1 Payment - Payment Obligation

Payments must be made before the due date stated on the invoice.

Failure to pay an invoice on the due date imposes an interest increase of 10%, charged on an annual basis and without prior notice, and on top of the previous an additional compensation of 10% will be calculated yearly starting after the first year that has passed since crossing the due date on the invoice, on top of the total open amount of the invoice plus on top of the total open interest increase with a minimum yearly increase by this extra interest of 50 euros.

If in any case InZert Graphics has to go to Court because of its client refusal to pay out invoices, all costs and interests made on the unpaid invoice plus all costs that InZert Graphics has to make with debt collectors, Court, Its lawyer and any other costs or interests concerning the process to retrieve the payment of the unpaid invoice will have to be paid by the client to who the concerning invoice(s) has been made.

### 4.2 Payment - Payment Term

The payment term proposed on the invoice is set by default at 15 calendar days of the invoice date unless otherwise agreed in writing. Private individuals pay on a pre payment basis, unless otherwise agreed in writing.

### 4.3 Payment - Suspension

If the client fails to meet his payment obligations, all rights transferred by InZert Graphics will be suspended.

The client is not permitted to use the designs made available to him until the moment that all payment obligations have been met.

### 4.4 Payment - Protest

Protests against the invoice must reach InZert Graphics in writing and with clear motivation within 8 days after the invoice date.

The invoice number and invoice date must be clearly stated in this letter as well as a clear motivation for the protest.

Making a protest gives no additional guarantee that the client will not have to fully or partially pay the relevant invoice and InZert Graphics has the right deny the protest and demand full payment of the related invoice.

A protest can never allow any change to specifications on our General Terms and Conditions.

Protests sent after 8 days of receiving the invoice will not be accepted and make the client's payment obligation final.

## 5. Copyright and Property Rights

### 5.1 Copyright and Property Rights - Copyright and Industrial Property

The copyright and exclusive right of a digital drawing or model and / or physical model with regard to the provisional and final design and of the design drawings, models, working and detail drawings and accompanying documentation, as well as with regard to the copies of the product, all developed by InZert Graphics, belong to InZert Graphics.

As long as no written agreement is entered into between InZert Graphics and the client with regard to the transfer of copyright or the exclusive right of drawing or design, these rights remain with InZert Graphics.

### 5.2 Copyright and Property Rights -Copyright Owner

InZert Graphics guarantees that the model or design supplied is designed by or on behalf of InZert Graphics, that it counts as a maker within the meaning of the Copyright Act.If the design was not made by or on behalf of InZert Graphics, InZert Graphics confirms to have paid the necessary rights to use the third party's design in the agreed applications.

### 5.3 Copyright and Property Rights - Examination of existing rights

Unless expressly agreed in writing, InZert Graphics can not be obliged to investigate the existence of trademark rights, drawing or design protection, patent rights, copyrights and portrait rights of third parties.

The client is deemed to have already carried out this investigation before contacting InZert Graphics about its project. InZert Graphics cannot be held liable for possible infringements and transfers this liability to the client.

### 5.4 Copyright and Property Rights - Ownership

As long as no further agreements are made between InZert Graphics and the client with regard to the transfer of ownership of the products and / or services supplied by InZert Graphics, these will remain the property of InZert Graphics.

### **5.5 Copyright and Property Rights - Non Disclosure Agreement**

By means of a confidentiality agreement between the client and InZert Graphics, it is possible for the client to have InZert Graphics work under complete confidentiality.

In addition, InZert Graphics can also guarantee that all designs and information made under this agreement are covered by the confidentiality agreement and are not shared with third parties.

InZert Graphics is not obliged to work under a confidentiality contract and can refuse this.

If InZert Graphics and the client have entered into a confidentiality contract at a certain time, InZert Graphics cannot be obliged to have models already made added to the confidentiality contract before the commencement date of the contract for the same client.

A confidentiality agreement can never oblige InZert Graphics to work on an exclusive bases for its client and has a maximum period of 1 year unless otherwise agreed.

### **5.6 Copyright and Property Rights - Infringement**

The client is not permitted to resell provisional, and / or final and / or already paid digital designs and / or made models, drawings under the legal provisions of the intellectual property belonging to InZert Graphics, unless expressly agreed in writing by InZert Graphics.

Eventual infringements of the intellectual property rights of InZert Graphics will be prosecuted, and this in the courts previously determined by these general terms and conditions in the section **1.2 General – Belgian Law**.

### **5.7 Copyright and Property Rights - Privacy**

InZert Graphics reserves the complete right to reuse or resell all data made available to it in any way, unless otherwise expressly agreed in writing.

This with the exception of human personal data and visual personal representations, being photos, scanned data and digital representations.

InZert Graphics does, however, reserve the right to further reuse and resell human personal data and visual representations, provided that the person in question has been made unrecognizable.

This unrecognizability is determined by the removal of all colors, but the preservation of shapes is permitted.

InZert Graphics is permitted to reuse and resell human personal data and visual personal representations with recognizability, provided that the person concerned has given express written permission.

If the client passes on human personal data or visual personal representations to InZert Graphics, the client is deemed to have explicitly obtained written permission from the person in question.

InZert Graphics cannot be held liable in any way if the client has not achieved this agreement with the person in question.

## **6. Liability**

### **6.1 Liability - General**

InZert Graphics can never be held liable for design errors if the client does not timely notify InZert Graphics in writing within 8 days of delivery of the service or product.

The client bears the risk of misunderstanding or errors with regard to the implementation of the agreement if they are caused or caused by acts of the client, such as late or non-delivery of complete, correct and clear data / materials.

InZert Graphics cannot be held liable for errors by production companies, 3D scan or 3D print companies.

Furthermore, InZert Graphics cannot be held liable for the misuse of personal data by the client..

### **6.2 - Liability- Limitation**

The maximum liability of InZert Graphics is always limited to the amount of the fee due to InZert Graphics for the specific agreement and / or assignment.