

General Terms and Conditions

Article 1

These Terms and Conditions of REGENTSTREET are available for inspection at REGENTSTREET's office at Nimfkruidvaart 2, 2724 ST Zoetermeer, the Netherlands.

Article 2

These Terms and Conditions apply to all services provided by REGENTSTREET. Any general terms and conditions of clients and/or third parties engaged by the client are expressly excluded. REGENTSTREET will provide the client with the best possible service in the field of public relations, earned marketing, and reputation management, but cannot provide any guarantees regarding the outcomes of its efforts.

Article 3

These general terms of delivery and payment apply to all agreements entered into between REGENTSTREET (as contractor/service provider) and a client/buyer for the delivery and/or manufacture of goods and/or the performance of services, as well as to the actual delivery/performance, unless otherwise agreed in writing. REGENTSTREET does not accept any references by clients to their own (general) terms and conditions.

Article 4

When engaging third parties, REGENTSTREET will, to the greatest extent possible, consult with the client in advance to ensure that the appropriate collaboration is selected. If any shortcomings relating to such third parties nevertheless arise, REGENTSTREET cannot be held liable for them.

Article 5

Unless otherwise agreed in writing, REGENTSTREET will work on the basis of an hourly rate multiplied by the number of hours worked for the client. Rates may change during the course of the collaboration. If REGENTSTREET participates in a pitch and is selected by the client, REGENTSTREET may recover its investment in the pitch in accordance with Article 7:405 of the Dutch Civil Code (Burgerlijk Wetboek).

Article 6

REGENTSTREET invoices monthly with a payment term of fourteen (14) days and may request an advance payment for work to be performed. If payment is not made on time, the client will be in default by operation of law, without any notice of default being required. In that case, the client will owe default interest of 1% of the outstanding principal amount per month, with any part of a month being deemed a full month. In addition to such default interest, the client will owe collection costs equal to 15% of the principal amount.

Article 7

If invoices are not paid, or not paid on time—regardless of whether they relate to the assignment in question—REGENTSTREET has the right to suspend its work. The client will nonetheless remain obligated to pay all outstanding invoices and any invoices yet to be issued. REGENTSTREET may set off any advance payment made by the client against the client's unpaid invoices.

Article 8

REGENTSTREET will not be liable for any damages suffered by the client, unless such damages are the direct and exclusive result of demonstrable intent, gross negligence, or willful recklessness on the part of REGENTSTREET. If REGENTSTREET is required to pay damages due to an attributable failure in the performance of services, such liability will be limited to a maximum of the invoice amount for the services provided by REGENTSTREET.

Article 9

REGENTSTREET retains all rights to its intellectual property, including goodwill relating to REGENTSTREET's activities, including, for example, domain names, copyrights, neighboring rights, trade names, trademarks, patents, design rights, marketing materials, presentations, trade secrets, databases, know-how, and all other rights to, among other things, documents, (software) products, works and/or services, intangible assets, and any variations of the foregoing that belong to REGENTSTREET and/or that arise during the provision of services to the client, unless otherwise agreed in writing. The client also retains all rights to its intellectual property. By providing any intellectual property to REGENTSTREET, the client represents that such intellectual property does not infringe any third-party rights and agrees to indemnify and hold REGENTSTREET harmless from any and all third-party claims.

Article 10

The legal relationship between the client and REGENTSTREET is governed exclusively by Dutch law. Any disputes related to or arising from the legal relationship between the client and REGENTSTREET will be submitted exclusively to the competent court in The Hague, the Netherlands.