



****General Terms and Conditions IMPACT ORANGE PARTNERS****

****Article 1 General****

1. IMPACT ORANGE PARTNERS is the trade name of Impact Orange Partners B.V. as registered in the Trade Register of the Chamber of Commerce in Amsterdam (no: 88329828).
2. These terms and conditions apply to every order confirmation to the client and every agreement between IMPACT ORANGE PARTNERS and the client, unless expressly and in writing deviated from by the parties.
3. These terms and conditions also apply to all agreements with IMPACT ORANGE PARTNERS for the execution of which third parties must be involved by IMPACT ORANGE PARTNERS.
4. If a situation arises between the parties that is not regulated in these general terms and conditions, this situation must be assessed in the spirit of these general terms and conditions.
5. If IMPACT ORANGE PARTNERS does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply, or that IMPACT ORANGE PARTNERS would lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.

****Article 2 Order Confirmation, Agreements, and Execution of the Service****

1. The order confirmations offered by IMPACT ORANGE PARTNERS are without obligation.
2. The order confirmations offered by IMPACT ORANGE PARTNERS are valid for thirty days, unless otherwise indicated by IMPACT ORANGE PARTNERS.
3. The prices stated in an order confirmation are exclusive of VAT and in euros.
4. An agreement is only concluded after agreement on the order confirmation.
5. IMPACT ORANGE PARTNERS cannot be held to its order confirmation if the client can reasonably understand that the order confirmation, or part thereof, contains an obvious mistake or clerical error.
6. IMPACT ORANGE PARTNERS undertakes to deliver work in accordance with the applicable professional standards and in accordance with the provided assignment.
7. All texts written by IMPACT ORANGE PARTNERS (in Dutch) are written in standard spelling, unless there is a compelling or urgent necessity to deviate from this for the proper execution of the agreement, for example in the case of quotes or if English text is necessary.
8. If and insofar as proper execution of the agreement requires, IMPACT ORANGE PARTNERS has the right to have certain work performed by third parties.
9. If a term has been agreed or specified for the execution of certain work or for the delivery of certain goods, this is never a strict deadline. If a term is exceeded, the client must therefore give IMPACT ORANGE PARTNERS written notice of default. IMPACT ORANGE PARTNERS must be given a reasonable term to still execute the agreement.



10. The client ensures that all data, which IMPACT ORANGE PARTNERS indicates are necessary or which the client should reasonably understand are necessary for the execution of the agreement, are provided to IMPACT ORANGE PARTNERS in a timely manner.

11. If these necessary data are not provided to IMPACT ORANGE PARTNERS in a timely manner, IMPACT ORANGE PARTNERS has the right to suspend the execution of the agreement and/or charge the client for the additional costs resulting from the delay according to the usual rates.

12. If the assignment is changed, postponed, or withdrawn due to changed circumstances at the client, IMPACT ORANGE PARTNERS is not obliged to deliver texts or works that are not yet ready. However, it is entitled to payment for the work performed and compensation for damage for the unexecuted part of the assignment.

13. Without being in default, IMPACT ORANGE PARTNERS can refuse a request to change the agreement if this could have qualitative and/or quantitative consequences, for example for the work to be performed or the goods to be delivered in that context.

****Article 3 Dissolution****

1. IMPACT ORANGE PARTNERS reserves the right to terminate the agreement in writing at any time, if necessary with immediate effect and/or without stating reasons. After the termination, the client will receive a final invoice for the work already performed.

2. In the event of dissolution of the agreement, the client cannot hold IMPACT ORANGE PARTNERS liable for any damage due to late and/or incomplete delivery, or invoke this as a reason to refuse the payment obligation or to suspend it.

3. If the dissolution is attributable to the client, IMPACT ORANGE PARTNERS is entitled to compensation for the damage, including the costs, directly and indirectly caused by this.

4. If the client does not fulfill its obligations under the agreement and this non-fulfillment justifies dissolution, IMPACT ORANGE PARTNERS is entitled to dissolve the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnification, while the client, due to default, is obliged to pay compensation or indemnification.

5. If the agreement is terminated prematurely by IMPACT ORANGE PARTNERS, IMPACT ORANGE PARTNERS will, in consultation with the client, ensure the transfer of work still to be performed to third parties, unless the termination is attributable to the client. If the transfer of the work entails additional costs for IMPACT ORANGE PARTNERS, these will be charged to the client.

****Article 4 Confidentiality****

1. IMPACT ORANGE PARTNERS will keep all data of the client strictly confidential, which it knows or can assume to be confidential.

****Article 5 Force Majeure****



1. IMPACT ORANGE PARTNERS is not obliged to fulfill any obligation towards the client if it is hindered from doing so as a result of a circumstance that is not attributable to fault, and neither by law, a legal act, or generally accepted views.
2. In the event of force majeure, IMPACT ORANGE PARTNERS will immediately inform the client.
3. During the period of force majeure, the obligations of IMPACT ORANGE PARTNERS are suspended.
4. If resumption of the assignment as a result of force majeure is not possible for at least three consecutive months, both parties have the right to dissolve the agreement by means of a written declaration. In that case, the client is obliged to take over and pay for the executed part of the assignment from IMPACT ORANGE PARTNERS.

****Article 6 Liability****

1. If IMPACT ORANGE PARTNERS is liable, this liability is limited to what is regulated in this provision.
2. IMPACT ORANGE PARTNERS is not liable for damage of any kind, caused by IMPACT ORANGE PARTNERS relying on incorrect and/or incomplete data provided by the client.
3. If IMPACT ORANGE PARTNERS is liable for any direct damage, the liability of IMPACT ORANGE PARTNERS is limited to a maximum of once the invoice value of the agreement, at least to that part of the assignment to which the liability relates.
4. The liability of IMPACT ORANGE PARTNERS is in any case always limited to the amount of the payment from its insurer in the relevant case.
5. IMPACT ORANGE PARTNERS is only liable for direct damage and is never liable for consequential damage and/or indirect damage.

****Article 7 Indemnification****

1. The client indemnifies IMPACT ORANGE PARTNERS against any liability under current or future legislation, unless there is intent or deliberate recklessness on the part of IMPACT ORANGE PARTNERS.
2. The client indemnifies IMPACT ORANGE PARTNERS against any claims from third parties, who suffer damage in connection with the execution of the agreement and whose cause is attributable to other than IMPACT ORANGE PARTNERS.
3. If IMPACT ORANGE PARTNERS is addressed by third parties on this account, the client is obliged to assist IMPACT ORANGE PARTNERS both outside and in court and to immediately do everything that can be expected of it in that case. If the client fails to take adequate measures, IMPACT ORANGE PARTNERS is entitled, without notice of default, to do so itself. All costs and damage on the part of IMPACT ORANGE PARTNERS as a result are for the account of the client.

****Article 8 Payment****



1. Payment of invoices must always be made within fourteen days of the invoice date.
2. IMPACT ORANGE PARTNERS is entitled to invoice periodically.
3. In the event of payments later than fourteen days after the invoice date, statutory interest is also due from the date that is fourteen days after the invoice date. No separate notice of default is required for this.
4. Both extrajudicial and judicial collection costs, incurred in connection with late payments, are for the account of the client. The extrajudicial costs are set at at least 15% of the invoice amount with a minimum of € 500.
5. The client is never entitled to set off the amount owed by it to IMPACT ORANGE PARTNERS. Objections to the amount of an invoice do not suspend the payment obligation. The client who is not entitled to invoke section 6.5.3 (articles 231 to 247 book 6 BW) is also not entitled to suspend the payment of an invoice for any other reason.

****Article 9 Intellectual Property****

1. The copyright on a text and/or presentation delivered by IMPACT ORANGE PARTNERS that is manufactured on behalf of the client remains with IMPACT ORANGE PARTNERS, unless otherwise agreed and recorded in writing.
2. The contractor has no publication rights; this also applies to placing the text and/or presentation in a medium other than that for which it was written according to the assignment.
3. IMPACT ORANGE PARTNERS has the right to use the knowledge gained from the execution of an agreement for other purposes, provided that no strictly confidential information of the client is brought to the attention of third parties.

****Article 10 Applicable Law and Disputes****

1. Dutch law applies to every agreement between IMPACT ORANGE PARTNERS and the client. In the event of disputes arising from this agreement