



General Terms and Conditions La Plume Media

Last updated: Haarlem, 10 March 2020

These are the general terms and conditions (the "Terms and Conditions") of La Plume Media. La Plume Media is a communications and content agency that aims to provide companies with (strategic) communications advice ("Advice") and to create communications ("Content") (collectively the "Services"). For more information, see: <https://www.laplumemedia.nl/> (the "Website").

These Terms and Conditions shall apply to all offers, agreements and other relationships between La Plume Media and its clients (the "Client") to the exclusion of any third-party terms and conditions or clauses. La Plume Media shall provide its Services on the condition that the Client accepts these Terms and Conditions. La Plume Media shall be entitled amend these Terms and Conditions. The most recent version of the Terms and Conditions shall always apply between La Plume Media and the Client.

1. Definitions

1. La Plume Media: La Plume Media, a sole proprietorship with its registered office in Haarlem (2011 MJ) at Kennemerplein 6 and listed in the Trade Register of the Chamber of Commerce under number 34312859. Hereinafter also referred to as the "Provider".
2. Client: The natural person and/or legal entity with whom La Plume Media is entering into an Agreement or negotiating to enter into an Agreement.
3. Assignment: every Assignment issued La Plume Media by the Client for the provision of Services, in any form whatsoever.
4. Agreement: the agreement that is formed between La Plume Media and the Client at the time La Plume Media accepts the Assignment, including any amendment or addition thereto.
5. Parties: La Plume Media and the Client jointly.

2. Formation and performance of the Agreement

1. The Agreement between La Plume Media and the Client shall be formed either when La Plume Media accepts an Assignment from the Client in writing or if La Plume Media carries out the Assignment.
2. La Plume Media shall be entitled to refuse Assignments without stating reasons.
3. The Client shall always submit Assignments and follow-up instructions to La Plume Media in writing.
4. La Plume Media shall perform the Agreement independently and to the best of its knowledge and ability, without the supervision or management of the Client. When performing the Agreement, La Plume Media shall exercise due care in respect of the Client. The Client may, however, give directions and instructions regarding the result of the Assignment.
5. The Client shall provide La Plume Media with all information and materials necessary for the performance of the Agreement. If the Client fails to provide this information and these materials on time, La Plume Media may suspend the Assignment and invoice additional costs arising from the delay. La Plume Media shall inform the Client of this in good time.
6. La Plume Media shall have the right to perform more work than stated in the Agreement and to charge these activities, if this is necessary for the proper performance of the Assignment. La Plume Media will inform the Client of this in good time.



3. Quotations and offers

1. All quotations and offers from La Plume Media are free of obligation, unless the quotation includes a term for acceptance or if agreed otherwise in writing. No rights can be derived from an offer or quotation for a future Assignment or Agreement.
2. An offer or quotation shall be based on a specific request from the Client and only applies to the specific underlying Assignment. When drawing up the quotation, La Plume Media may assume that the information provided by the Client is correct.
3. La Plume Media cannot be bound by its quotations or offers if the Client can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or clerical error.
4. All images, specifications and data in offers and quotations are indicative and cannot give rise to compensation or termination of the Agreement.

4. Performance period

1. La Plume Media and the Client may agree a period within which La Plume Media will carry out the Assignment as laid down in the Agreement (the "Performance Period"). The Performance Period will commence when La Plume Media confirms the Client's Assignment in writing.
2. If La Plume Media exceeds the Performance Period, the Client shall not be entitled to compensation. Nor can the Client terminate the Agreement if La Plume Media fails to meet the deadline, unless performance of the Agreement is permanently impossible or La Plume Media fails to perform the Assignment within a period of time to be communicated once again in writing.

5. Assignment and rates

1. Assignments shall be performed at the rates set out in the Agreement.
2. La Plume Media may increase the rates in the interim in the event of unforeseen cost-increasing circumstances that occur after the conclusion of the Agreement.
3. Rates are exclusive of the costs indicated in the quotation under "quotation excluding", any expenses incurred by La Plume Media insofar as not covered by "quotation excluding", VAT and other government levies.
4. Any expenses as referred to in the previous paragraph of this article will be charged separately and specified to the Client when these costs are due. Such costs will be discussed with and approved by the Client in advance.
5. La Plume Media is entitled to apply an inflation adjustment to the agreed rate from the beginning of the year.

6. Payment and collection

1. La Plume Media is entitled to submit an advance invoice of 20% of the value of the agreed Assignment, which shall be paid immediately. Until the moment of receipt of the payment of the advance invoice, La Plume Media shall not be obliged to do any work for the performance of the Assignment, unless agreed otherwise in writing.
2. Unless agreed otherwise in writing, invoices shall be paid within 30 days of the invoice date, without applying a discount or relying on settlement or suspension.
3. If the Client fails to pay the invoice within the period set, the Client will immediately be in default, without notice of default being required. In that case, the Client shall owe interest consisting of the statutory commercial interest plus 2%. The interest will be calculated from the time the Client is in default until the time the Client has paid the amount owed in full. Furthermore, the Client will owe all legal and extrajudicial collection costs incurred by La Plume Media, as well as any court costs and enforcement costs, including any interest owed thereon.
4. If the Client fails to fulfil any payment obligation, La Plume Media will be entitled to suspend performance of any current Agreement until payment has been made, even if a fixed



delivery period has been agreed, unless the Client has provided security for payment at the request and to the satisfaction of La Plume Media.

5. The Client waives its right to rely on suspension or settlement in respect of La Plume Media.

7. Retention of title

1. The products delivered by La Plume Media in the context of the Agreement shall remain the property of La Plume Media until the Client has properly fulfilled all obligations under the Agreement(s). Intellectual Property Rights have been excluded from this provision, as they will remain vested in La Plume Media at all times.
2. The Client shall do everything it can reasonably be expected to do to secure the property of La Plume Media.
3. In the event that La Plume Media wishes to exercise its proprietary rights referred to in this article, the Client shall grant La Plume Media, as well as any third parties to be designated by the latter, unconditional and irrevocable permission to enter all those places where La Plume Media's property is located, to enable La Plume Media to reclaim it.

8. Intellectual property

1. La Plume Media is the exclusive owner of all current and future intellectual property rights to and/or arising from the Services, such as (but not limited to): patents, patent applications, trademarks, trademark applications, service marks, trade names, copyrights, trade secrets, licenses, domain names, know-how, property rights and processes (the "Intellectual Property Rights"). La Plume Media is also the exclusive owner of all Intellectual Property Rights to and with regard to all other materials, services and information offered by La Plume Media.

9. Use and licence

1. As long as the Client fulfils all its obligations under the Agreement, La Plume Media shall grant the Client a non-transferable, non-exclusive, non-sublicenseable, royalty-free licence for the use of the Intellectual Property Rights for the purposes described in, or known at the time of conclusion of, the Agreement. If the Client does not fulfil or no longer fulfils its obligations, La Plume Media may withdraw this licence without a notice of default being required.
2. If no arrangements have been made regarding the purposes, the licensing will be limited to that use of the Services for which established intentions existed at the time the Agreement was concluded. These intentions shall be communicated to La Plume Media in writing before concluding the Agreement.
3. Without the written consent of La Plume Media, the Client is not entitled to reuse the Content or use the Content more broadly than provided in the Agreement. For each use of the Services for which no permission has been granted, La Plume Media will be entitled to an immediately payable fee of at least three times the usual fee for such use, with a minimum of EUR 1,500 (fifteen hundred euro).
4. The Client shall not be permitted to make amendments to the Services without the written consent of La Plume Media.
5. La Plume Media shall be free to use the Client's name and logo for its own publicity, promotion or otherwise.

10. Confidentiality

1. La Plume Media and the Client will keep all confidential information they exchange in the context of the Agreement and any negotiations confidential with respect to third parties. Information shall be considered to be confidential if this ensues from the nature of the information or if the information is explicitly designated as confidential by La Plume Media and/or the Client.



2. La Plume Media and the Client will not use or disclose the confidential information for any purpose other than necessary in connection with the performance of the Agreement.
3. La Plume Media and the Client shall not be obliged to pay damages or compensation if they are legally obliged to disclose the confidential information and comply with this legal obligation.

11. Engaging third parties

1. La Plume Media shall have the authority to make use of the mediation or services of third parties it has engaged or instructed, if this is required, in the opinion of La Plume Media, by the correct or efficient performance of the Agreement. In the event such third parties are engaged, La Plume Media shall act with due care in selecting these third parties.

12. Force majeure

1. La Plume Media shall not be obliged to comply with any obligation in respect of the Client if it is prevented from doing so as a result of circumstances that cannot be attributed to fault, and is not for its account pursuant to the law, a legal act or generally accepted practice, including in any event, in addition to what is understood in the law and case law in that regard, all external causes, foreseen or unforeseen, over which La Plume Media has no control, but as a result of which La Plume Media is unable to fulfil its obligations, including strikes at the La Plume Media company or of third parties.
2. La Plume Media also has the right to invoke force majeure if the circumstances preventing (further) performance of the Agreement arise after La Plume Media should have fulfilled its obligation.
3. La Plume Media may suspend its obligations under the Agreement during the period of force majeure.
4. If La Plume Media has already partly performed its obligations under the Agreement at the time the force majeure occurs, or will be able to fulfil them, and the part performed or to be performed has independent value, La Plume Media will be entitled to invoice the part already performed or to be performed separately. The Client will be obliged to pay this invoice as if there were a separate agreement.

13. Liability

1. La Plume Media cannot be held liable by the Client in any way for direct damage of any nature whatsoever suffered by anyone as a result of or in connection with the Services provided by La Plume Media, except in cases of gross negligence and wilful misconduct.
2. La Plume Media shall not be liable for damage, of any nature whatsoever, arising as a result of La Plume Media proceeding on the basis of incorrect and/or incomplete information provided by or on behalf of the Client.
3. La Plume Media shall not be liable for indirect damage, including (but not limited to) consequential damage, lost profits, lost savings, reduced goodwill, reputational damage, and damage due to business interruption.
4. La Plume Media shall not be liable for the statements made in Services provided, and in particular in the Content.
5. If La Plume Media is nevertheless liable for any reason whatsoever, this liability will be capped at the invoice value of the Agreement to which the damage relates. La Plume Media's liability will always be limited to damage for which it is insured and the amount paid out by La Plume Media's insurer in that specific case.
6. La Plume Media will perform its work to the best of its ability and observe the due care that may be expected of the professional service provider involved.
7. La Plume Media does not guarantee the correct and complete transmission of the content of any email or fax sent, nor the timely receipt thereof.



14. Indemnification

1. To the extent permitted by law, the Client shall indemnify La Plume Media against and compensate La Plume Media for all liabilities, damage, losses and costs (including settlement costs and reasonable attorney's fees) of third parties arising from or related to the performance of the Agreement, unless the cause is attributable to La Plume Media.
2. In the event that third parties hold La Plume Media liable in situations as described in the first paragraph of this article, the Client will assist La Plume Media in and out of court and do everything that may be expected of it.

15. Duration and termination of the Agreement

1. La Plume Media and the Client shall enter into the Agreement for an indefinite period of time, unless agreed otherwise in writing.
2. If the Agreement is expressly limited in terms of content or time, the Agreement shall automatically be terminated on completion of this content or expiry of this time.
3. La Plume Media may terminate the Agreement immediately, without being obliged to pay damages or compensation, in the following cases:
 - The Client is bankrupt or is granted a suspension of payments;
 - The Client is dissolved or liquidated;
 - The Client is placed under guardianship or dies;
 - The Client can no longer freely dispose of its assets due to other circumstances.
4. La Plume Media may terminate the Agreement immediately, without any notice of default being required, if the Client fails to perform its obligations under the Agreement, or fails to do so in full or on time, or if La Plume Media has good grounds to fear that this will be the case. The Client shall pay La Plume Media compensation for damages or compensate La Plume Media in the event of non-performance of its obligations.
5. If the Agreement is terminated prematurely for any reason whatsoever, the Client will not (any longer) be permitted to use the Services made available to it, and in particular the Content, and each party will not be permitted to use the Services made available to it, and in particular the Content, and any license(s) granted to the Client in the context of the Agreement will lapse.
6. If the work to be performed by La Plume Media in the context of an Agreement consists of the repeated performance of similar activities, the applicable Agreement will apply for an indefinite period of time, unless agreed otherwise in writing. This Agreement can only be terminated by giving notice of termination by registered letter, with due observance of a notice period of at least six (6) months.

16. Privacy

1. La Plume Media complies with the General Data Protection Regulation and other relevant data protection laws and regulations. A specification of the personal data processed by La Plume Media can be found in its Privacy Policy.

17. Miscellaneous

1. If any provision of these Terms and Conditions and/or the Agreement is considered to be unlawful, void, voidable or otherwise unenforceable, this shall not affect the validity and enforceability of the other provisions of these Terms and Conditions and/or the Agreement. The unlawful, void, voidable or otherwise unenforceable provision will be (considered to have been) replaced by a valid and enforceable provision which approaches the purpose and purport of the replaced provision as closely as possible.
2. The Client cannot transfer its rights and obligation under this Agreement to any third party. La Plume Media may assign and/or transfer all rights and obligations under these Terms and Conditions and/or the Agreement to any third party without requiring permission from the Client.



3. If La Plume Media does not enforce (parts of) these Terms and Conditions and/or the Agreement, this cannot be regarded as a waiver of the right to do so in respect of the Client at a later time.
4. La Plume Media shall be entitled to amend these Terms and Conditions during the term of the Agreement to which they apply. La Plume Media will inform the Client of this in writing.
5. These Terms and Conditions and the Agreement, including any appendices, constitute the entire Agreement between the parties.
6. These Terms and Conditions will remain in force even if the name, legal form or owner of La Plume Media changes wholly or in part.

18. Applicable law and dispute resolution

1. These Terms and Conditions and all Agreements between La Plume Media and the Client are exclusively governed by the laws of the Netherlands.
2. In the event of disputes between the Client and La Plume Media, the parties will attempt to resolve these in the first instance by means of mediation in accordance with the regulations of the Netherlands Mediation Institute in Rotterdam, the Netherlands, as applicable on the commencement date of the mediation.
3. If mediation does not yield a solution, all disputes and claims arising from or related to these Terms and Conditions and/or the Agreements will be submitted to the competent court in Amsterdam.

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