



SIPISTOO

GENERAL TERMS & CONDITIONS

1. DEFINITIONS

1.1. In these General Terms & Conditions the following terms shall adhere to the following meanings:

General:	Sipistoo, also referred to as Milan Sipistoo, established with chamber of Commerce number in The Netherlands 95204095 (KvK);
Agreement:	Any agreement between and the Other Party as regards Products, Assignments and/or other work or services to be provided by (Milan) Sipistoo, which is deemed to be concluded either at the time (Milan) Sipistoo's offer is accepted by the Other Party (and vice versa), verbally or in writing, or at the time (Milan) Sipistoo commences the performance of work/services requested by the Other Party;
Assignment:	All assignments in the sense of article 7:400 Burgerlijk Wetboek (Dutch Civil Code), carried out by (Milan) Sipistoo as contractor under the applicability of these Terms, and all work and services performed by (Milan) Sipistoo for the Other Party. Assignments include, but are not limited to assignments from the Other Party that may result in a (unique) artwork, object or design by (Milan) Sipistoo, regardless of its use (functional or art object), to be delivered by (Milan) Sipistoo to the Other Party and assignments with respect to Public Performances by (Milan) Sipistoo;
Confidential Information:	Any data, information, plans, specifications, (preliminary) designs, drawings, documents and know-how disclosed by (Milan) Sipistoo to the Other Party within the scope of the Agreement or in the performance thereof. Furthermore, Confidential

	Information is understood to mean any information and data with regard to third parties that (Milan) Sipistoo has shared (verbally or in writing) with the Other Party;
Intellectual Property:	All possible rights of intellectual property, including but not limited to: copyright, trademark rights, trade names, trade secrets, design rights, patents, portrait rights, neighboring rights/related rights and database rights;
:	The artist, Milan Noordhoek, acting under the name: ;
Other Party:	The Other Party is understood to mean: <ul style="list-style-type: none"> • any natural person or legal entity to whom or which (Milan) Sipistoo addresses his offers; • the party that addresses offers to (Milan) Sipistoo; • the party with which (Milan) Sipistoo concludes an Agreement; • any party that has a legal relationship with (Milan) Sipistoo, as well as said party's representative(s), attorney(s), successor(s) in title and heir(s); • the party who accepted these General Terms & Conditions in any way;
Product:	Any artwork, product or design, regardless of its use (functional or art object), delivered by (Milan) Sipistoo to the Other Party under the applicability of these Terms;
Public Performances:	(Milan) Sipistoo's appearance or participation in public events such as, but not limited to: live painting performances, guest speaking events and openings/unveilings, as well as (Milan) Sipistoo's participation in (online) broadcasts, including but not limited to: TV, radio and internet (YouTube channels, etc.) broadcasts, podcasts, streams (live and on demand);
Terms:	The terms & conditions as set out in this document.

2. APPLICABILITY

2.1. These Terms apply to:

- all offers by (Milan) Sipistoo;
- all offers accepted by (Milan) Sipistoo;
- all offers made by the Other Party;
- all Agreements;
- all work, services, deliveries and legal actions performed by (Milan) Sipistoo;

- any legal relationship to be entered into between (Milan) Sipistoo and the Other Party in the future.
- 2.2. Any deviations from or additions to these Terms shall be binding upon (Milan) Sipistoo only if they have been agreed upon between (Milan) Sipistoo and the Other Party in writing.
 - 2.3. Any terms & conditions used by the Other Party and/or terms & conditions of third parties are explicitly rejected by (Milan) Sipistoo. If the general terms and conditions of the Other Party would nevertheless co-apply, the provisions of the Terms shall prevail in the event of any overlap of subjects.
 - 2.4. If one or more provisions set out in these Terms would be void or voidable, the remaining provisions of these Terms or the Agreements concluded between the Other Party and (Milan) Sipistoo (to which these Terms apply), shall continue in full force and effect. (Milan) Sipistoo and the Other Party will consult with each other on the provisions which are void or voidable, to make alternative arrangements which are legally valid and are as close as possible to the purport of the void or voidable provisions.

3. OFFERS AND QUOTATIONS, CONCLUSION OF AGREEMENTS

- 3.1. All quotations and offers for Products/Assignments, made by (Milan) Sipistoo, are not binding and may always be revoked by (Milan) Sipistoo, even before a period for acceptance has expired.
- 3.2. Information stated on (Milan) Sipistoo's website and online (social media) channels, in illustrations, drawings, catalogs and the like, with regard to Products and/or Assignments, are only indicative and not binding, except insofar as they are expressly included in an Agreement signed by (Milan) Sipistoo and the Other Party, or in a confirmation of order signed by (Milan) Sipistoo, without prejudice to the Other Party's responsibility for the (accuracy and completeness of the) information provided by the Other Party.
- 3.3. If an acceptance by the Other Party deviates from (Milan) Sipistoo's offer, this is a new offer of the Other Party and considered as a rejection of (Milan) Sipistoo's entire offer, even if the deviations are minor ones.
- 3.4. (Milan) Sipistoo has the right to involve third parties for the proper performance of the Agreement, the costs of which involvement will be charged to the Other Party in conformity with the quotations submitted (by (Milan) Sipistoo or the engaged subcontractor).

4. PRICING AND PAYMENT

- 4.1. All prices quoted by (Milan) Sipistoo are based on the price determining factors known at the time the offer was made. (Milan) Sipistoo always has the right to adjust the prices with immediate effect if any price-determining factor should give rise to this.
- 4.2. The prices quoted by (Milan) Sipistoo will not automatically be applicable for future orders.
- 4.3. Unless otherwise indicated, the prices quoted by (Milan) Sipistoo are exclusive of Dutch VAT, delivery costs (including packaging, transport, local customs, import taxes and assembly costs), service costs, costs in relation to a certificate of authenticity in respect of a Product, costs in relation to the framing of paintings, installation costs and further costs relating to the sale and and/or delivery and/or installation of Products or to the performance of the Agreement.
- 4.4. The prices quoted by (Milan) Sipistoo have been quoted in Euros (€), unless any other currency is agreed upon in writing. Exchange differences will be at the Other Party's risk, unless agreed otherwise in writing.
- 4.5. Unless otherwise agreed in writing, payment of invoices must be made within 14 days after the date of invoice.
- 4.6. In the event of late or non-payment, the Other Party is in default without a prior notice of default being required. If the Other Party is acting in the course of a business, the statutory commercial interest ('wettelijke handelsrente', art. 6:119a BW) will be payable. If the Other Party is not acting in the course of a business, the statutory interest ('wettelijke rente', art. 6:119 BW) will be payable.
- 4.7. In case the Other Party is in default (in the sense of article 4.6.), the Other Party will owe extrajudicial collection costs to (Milan) Sipistoo. The extrajudicial collecting costs are fixed at 15% of the amount payable by the Other Party, with a minimum of €250.
- 4.8. In the event of late or non-payment, (Milan) Sipistoo is entitled to retain the Product and/or goods made available to (Milan) Sipistoo by the Other Party, until payment is taken care of. Storage costs will be at the expense of the Other Party and charged at € 20,- per week, in respect of which one part of a week will be counted as a full week, as of the first day after expiry of the payment term.
- 4.9. Settlement of claims the Other Party (allegedly) has on (Milan) Sipistoo, is excluded.
- 4.10. If payment in instalments has been agreed in advance between (Milan) Sipistoo and the Other Party, the entire sum agreed upon will become due and payable immediately in the event of a single late payment, without a notice of default being required.

- 4.11. In the event of winding-up, insolvency, a bankruptcy petition or (a petition for) a suspension of payment on the part of the Other Party, any claim (Milan) Sipistoo may have on the Other Party on any account whatsoever shall immediately be due and payable, without a notice of default being required.

5. PRODUCTS, QUALITY

- 5.1. (Milan) Sipistoo endeavors to deliver to the Other Party a performance in compliance with the Agreement and to supply the Other Party with Products of the specification, quality and quantity further specified in the quotation or offer.
- 5.2. (Milan) Sipistoo endeavors to deliver to the Other Party Products according to professional standards, with a quality that may be expected of a Product by (Milan) Sipistoo.
- 5.3. (Milan) Sipistoo does not guarantee, nor is (Milan) Sipistoo liable (save intent or gross negligence) for the suitability of Products for the (specific) purpose intended by the Other Party, regardless of the Other Party informing (Milan) Sipistoo of such purpose, unless the parties have agreed the contrary in writing.
- 5.4. Unless otherwise agreed and specified in writing, Products by (Milan) Sipistoo are/will be designed as objects of art and sold as such. The Other Party must consider these Products as objects of art. Should the Products be used as functional objects, the demands customary to functional objects cannot be expected and the absence thereof cannot be held against (Milan) Sipistoo. Any liability of (Milan) Sipistoo arising as a consequence of another use of the Products than as an object of art is explicitly excluded.
- 5.5. In the event (Milan) Sipistoo issues series or editions of Products (whether numbered or not), (Milan) Sipistoo is at all times allowed to introduce new works as part of such series/editions and/or to otherwise adjust the number of works being part of a series/edition.

6. SALE, DELIVERY & TRANSPORT, RETENTION OF TITLE

- 6.1. Any delivery or pick-up dates stated on the side of (Milan) Sipistoo upon the sale of a Product or the finalization of an Assignment, are not considered to be deadline dates, unless agreed otherwise in writing.
- 6.2. Should delivery or pick-up of a Product be delayed or suspended at the request of, or as a result of any default of the Other Party, the Other Party shall compensate (Milan) Sipistoo for any additional costs, including storage costs as set out in article 4.8.
- 6.3. Unless agreed otherwise in writing, the transport/dispatch of (Milan) Sipistoo Products will be organized by - and at the Other Party's account and risk.

- 6.4. Unless otherwise agreed, the risk of damage, destruction or deterioration of the Product transfers to the Other Party at the moment the Product leaves (Milan) Sipistoo's premises (either by pick up by or shipment to the Other Party).
- 6.5. In case (Milan) Sipistoo and the Other Party agree that a Product shall be delivered to the Other Party by (Milan) Sipistoo or that (Milan) Sipistoo shall arrange transport, the risk of damage, destruction or deterioration of the Product transfers to the Other Party at the moment the Product reaches the premises of the Other Party. Delivery by (Milan) Sipistoo expressly excludes installation (hanging, placing, etc.) of the Product. The Other Party is in all cases responsible for the installation of the Product.
- 6.6. In the event of delivery of a Product by (Milan) Sipistoo (as set out in article 6.5.), (Milan) Sipistoo undertakes to deliver the Product within 21 days of the conclusion of a sale Agreement if the place of delivery is located in the Netherlands. (Milan) Sipistoo shall charge costs for transport/delivery of the work, where the costs are incurred by the other party. Costs for transport and delivery will vary and depend i.e. on the features/specifications of the Product (including but not limited to: height, width, weight, type of material, other conditions).
- 6.7. (Milan) Sipistoo shall retain the title to any Products until the Other Party has fully and correctly complied with all its obligations under the Agreement, including payment obligations. The delivery of a Product does not imply the transfer of title in the event the Other Party has not fulfilled its obligations as described above.
- 6.8. Unless otherwise agreed, the Other Party shall not be permitted to sell, pledge or grant a third party any other right in respect of the Products delivered under retention of title.
- 6.9. If the Other Party fails to fulfil its payment obligations towards (Milan) Sipistoo, or if (Milan) Sipistoo has good reason to fear that the Other Party will fail to fulfil its obligations, the Other Party shall upon (Milan) Sipistoo's first request in writing provide all cooperation necessary to enable (Milan) Sipistoo to regain possession of the Product(s) concerned within 7 days of (Milan) Sipistoo's request, in absence whereof the Other Party shall forfeit an immediately payable penalty of 10% of the total amount owed by the Other Party to (Milan) Sipistoo under the Agreement.
- 6.10. The Other Party indemnifies (Milan) Sipistoo against claims from third parties against (Milan) Sipistoo which are linked to the retention of title, or to the Products delivered under the retention of title.

7. ASSIGNMENTS

- 7.1. In case of Assignments, (Milan) Sipistoo generally works on the basis of a budget/price indication provided to the Other Party before the commencement of the work.

- 7.2. The provisions of these Terms which are not specifically related to Assignments, including but not limited to the provisions regarding suspension & termination, force majeure, Intellectual Property and Confidential Information, shall apply mutatis mutandis to Assignments, unless the scope of a certain provision precludes it, or the parties have agreed otherwise.
- 7.3. Provisions regarding the two most common types of Assignments carried out by (Milan) Sipistoo are set out below.

(I) Assignments related to the creation of artworks/other Products

- 7.4. Unless otherwise agreed, an Assignment is structured in the following steps/partial payments:
- (i) **Concept phase and conclusion of the Agreement:** In this phase, the concept, the scope of the Assignment and the desired end result shall be discussed, and an Agreement shall be concluded.
Applicable Fee: 25% of the budget (fee is not refundable), due and payable immediately upon the conclusion of the Agreement and before the commencement of the work/production.
 - (ii) **Work/production phase:** (Milan) Sipistoo shall commence with his work on the Product, with due regard to the Other Party's wishes and instructions as set out in the Agreement.
Applicable Fee: 25% of the budget, due and payable upon the finalization of the production phase.
 - (iii) **Assessment of first version of the Product, including decision by the Other Party (go/no go):** (Milan) Sipistoo shall allow the Other Party to assess a first (preliminary) version of the Product, either by sharing photographs and/or videos of the Product with the Other Party, or - at (Milan) Sipistoo's discretion - invite the Other Party to his studio for a live assessment. The Other Party may decide to approve the Product and enter the finalization phase, or to dismiss the first version of Product and to provide further instructions to (Milan) Sipistoo or, with due observance of articles 7.7 & 7.8 cancel the Assignment.
 - (iv) **Finalization:** Upon the approval of the first version of the Product, (Milan) Sipistoo shall resume work activities to finalize the Product, with due observance of the Other Party's wishes and instructions as set out in the Agreement and/or confirmed in writing by either party after the assessment (sub iii).
Applicable Fee: 25% of the budget, due and payable on the day before delivery.
 - (v) **Delivery:** in case the Product is finalized and 75% of the fee has been paid, delivery will take place.
Applicable Fee: The last installment of 25% is due and payable within 14 days from the day of delivery. Upon payment of the last instalment, (Milan) Sipistoo provides the Other Party with of a certificate of authenticity.
- 7.5. During the course of an Assignment, the Other Party is allowed to request an alteration of the Assignment, which may include (but is not limited to): a change of scope of the

Assignment, changes/alterations to the (final) Product which is subject of the Assignment, additions to the Product or an extension of the work to be performed by (Milan) Sipistoo. The additional costs relating to the execution by Milans Sipistoo of these requests by the Other Party shall be borne by the Other Party. (Milan) Sipistoo strives to provide the Other Party with an indication of the additional costs before carrying out the modified Assignment and/or the additional work.

- 7.6. If circumstances present themselves during the performance of the Assignment by (Milan) Sipistoo, which obstruct or threaten to obstruct the proper performance thereof, the required measures will be taken in mutual consultation with the Other Party, in order to achieve an undisturbed progress.
- 7.7. The Other Party is allowed to cancel an Assignment in case of (a) reasonable ground(s), to be set out by the Other Party in a written statement of cancellation. In the event of cancellation with cause, the Other Party shall owe (Milan) Sipistoo a compensation in proportion to the steps mentioned in article 7.4, i.e.:
- (i) in the event of cancellation before commencement of the work: 25% of the budget is due;
 - (ii) in the event of cancellation before or (at the latest) during the assessment by the Other Party in (Milan) Sipistoo's studio: 50% of the budget is due;
 - (iii) in the event of cancellation before the intended date of transport/delivery: 90% of the budget is due, as well as any additional costs incurred by (Milan) Sipistoo (including but not limited to costs for packaging and organization of the transport).
- 7.8. The Other Party is allowed to cancel (in writing) an Assignment without cause at any point in time against payment of 90% of the budget, plus any additional costs already incurred by (Milan) Sipistoo in the execution of the Assignment (including but not limited to costs for packaging and organization of the transport).
- 7.9. In case of cancellation of the Assignment by the Other Party, (Milan) Sipistoo may - at his sole discretion - decide to sell the Product resulting from the Assignment to a third party, unless such a sale must be considered unreasonable in light of the privacy-sensitive nature of the Product (for example: the Product containing a portrait of the Other Party, or a relative of the Other Party).

(II) Assignments related to Public Performances

- 7.10. In the event of Assignments related to Public Performances, the Other Party shall provide and be responsible for the adequate functioning and the safety of the materials, equipment and attributes/props required for the Public Performance, as well as for the general suitability of the venue for the (nature of the) Public Performance provided by (Milan) Sipistoo. The Other Party warrants that the safety of (Milan) Sipistoo and, if applicable, his Products/artworks and associates/assistants, are guaranteed before, during and after the Public Performance and that appropriate measures have been taken in this regard. The Other Party indemnifies (Milan) Sipistoo for any damages suffered in this respect.

- 7.11. In the event of Assignments related to Public Performances taking place in the open air, the Other Party shall take the necessary additional measures to protect any Products/art-works used or exhibited by (Milan) Sipistoo against any weather influences.
- 7.12. In the event of Assignments related to Public Performances, (Milan) Sipistoo is, safe intent or gross negligence, not responsible and/or liable for any direct or indirect damage caused by (Milan) Sipistoo and/or his associates/assistants to the venue of the Public Performance or to any third parties, including but not limited to visitors/attendees present at the venue of the Public Performance. The Other Party indemnifies (Milan) Sipistoo in this regard from any and all claims from third parties, including but not limited to claims from attendees/visitors.
- 7.13. All promotional and/or advertising costs related to Assignments for Public Performances by or including (Milan) Sipistoo, including but not limited to costs for printing leaflets, program booklets and other materials, as well as costs in relation to digital promotion (including through websites and social media), shall be borne by the Other Party. Any and all promotional activities shall be submitted to (Milan) Sipistoo for approval before being executed by the Other Party.
- 7.14. In the event of Assignments related to Public Performances, (Milan) Sipistoo is at all times allowed, but can never be held by the Other Party to invite his clientele, regular buyers, followers, relations and parties interested in his works. (Milan) Sipistoo is not held to comply with any request by the Other Party to (wholly or in part) share or to provide copies of his customer base.
- 7.15. In the event of Assignments related to Public Performances, the Other Party shall in all cases provide: a reimbursement of travel expenses (by car or by public transport, at (Milan) Sipistoo's discretion), sufficient parking facilities, an opportunity for breaks (at least 10 minutes/hour) and, if applicable in light of the performance provided by (Milan) Sipistoo: a sufficiently spacious, hygienic, lighted, heated and lockable changing room.
- 7.16. During Public Performances (on the basis of Assignments) lasting at least one hour, the Other Party shall provide (Milan) Sipistoo and his associates/assistants (insofar as the presence of such associates/assistants has been communicated by (Milan) Sipistoo to the Other Party at the time of the conclusion of the Assignment) with a minimum of two free refreshments (food/drinks) per hour. If and to the extent that the Public Performance takes place during lunch or dinner time, the Other Party shall provide a free meal for (Milan) Sipistoo and his associates/assistants.
- 7.17. In case of Assignments related to Public Performances taking place for multiple days in a row, the Other Party shall arrange adequate accommodation for (an) overnight stay(s) by (Milan) Sipistoo and, if applicable and communicated by (Milan) Sipistoo to the Other Party at the time of the conclusion of the Assignment, his associates/assistants. Adequate accommodation is to be understood as an overnight stay in a hotel (minimum 3 stars), with

separate rooms for (Milan) Sipistoo and (if applicable) his associates/assistants, including breakfast and within a distance of 5 kilometers from the Public Performance venue.

- 7.18. In the event entrance fees have to be paid to access the Public Performance by or including (Milan) Sipistoo, the Other Party shall arrange four free tickets for (Milan) Sipistoo, not including any tickets for associates/assistants (which are deemed to be included if the presence of associates/assistants has been communicated by (Milan) Sipistoo at the time of the conclusion of the Assignment).
- 7.19. Unless otherwise agreed, in Assignments related to Public Performances, the Other Party is required to pay (Milan) Sipistoo a non-refundable advance of 25% of the total agreed fee at the latest one week (7 days) before the day of the Public Performance, unless the Public Performance takes place within less than 7 days after the conclusion of the Assignment, in which case the advance is due before the commencement of the Public Performance. The remaining part of the fee is due and payable within 14 days from the day of the Public Performance.
- 7.20. In case of demonstrable force majeure, the Other Party may cancel a Public Performance Assignment by means sending a written notice to (Milan) Sipistoo, setting forth in detail the reason for cancellation. In case of rightful cancellation by the Other Party because of force majeure, the Other Party is not held to pay the agreed fee, although any parts of the fee already paid before the notice of cancellation will remain payable (non-refundable).
- 7.21. In case of demonstrable force majeure (as set out in article 10.1), (Milan) Sipistoo may cancel a Public Performance Assignment by means sending a written notice to the Other Party, setting forth in detail the reason for cancellation. In case of cancellation because of force majeure, which expressly includes illness, (Milan) Sipistoo is not held to compensate any direct or indirect damages suffered by the Other Party.
- 7.22. The Other Party may cancel a Public Performance Assignment for other reasons than force majeure against payment of the total agreed fee, or in case of a timely cancellation (at least one month before the intended date of the Public Performance), against 50% of the agreed fee.
- 7.23. In the event (Milan) Sipistoo is required or requested to provide additional work, if the Public Performance is delayed because of the Other Party or because of circumstances at the risk of the Other Party, or if the duration of the Performance is extended, (Milan) Sipistoo is allowed to – at his discretion – refuse the additional work (which includes a delay/extended stay), or to accept the additional work against payment of an additional fee. Unless otherwise agreed, the additional fee will be calculated at € 300,- for every hour of additional work/extended stay and € 100/hour for (Milan) Sipistoo's associates/assistants (if applicable), whereby a part of an hour is deemed to be a full hour. In the event the additional work results in (Milan) Sipistoo demonstrably failing to comply with other obligations, the Other Party shall compensate the damage suffered by (Milan) Sipistoo in this regard.

- 7.24. In case of Assignments in relation to live painting performances, the Other Party shall take appropriate measures to protect the venue against any paint stains or splashes, as well as aerosol fumes (for example: by taping or covering the immediate vicinity of the Public Performance and/or taking steps to improve ventilation). (Milan) Sipistoo is not liable for any paint stains and paint splashes on the venue of the Public Performance, including all properties present on the venue, nor for the effects of aerosol fumes.
- 7.25. In case of Assignments in relation to live painting performances, (Milan) Sipistoo is not liable for any paint stains and paint splashes on attendees/visitors, the attendee's/visitor's clothes and/or properties, nor for the effects of aerosol fumes with respect to these third parties. The Other Party indemnifies (Milan) Sipistoo in this regard from any and all claims from third parties.
- 7.26. In case of Assignments in relation to (live) painting performances, the Other Party is responsible for the adequacy of all conditions, including but not limited to: ventilation and temperature.
- 7.27. In case of Assignments in relation to live painting performances, the Other Party shall be responsible for arranging the storage of the finished painting in a well-conditioned environment (adequately dry and heated).
- 7.28. If the Public Performance Assignment consists of a performance by (Milan) Sipistoo as a (guest) speaker at an event, for example at openings and unveilings, or a participation by (Milan) Sipistoo in a TV-, radio- or online broadcast, or an appearance in a video/(live) stream by an online channel (YouTube, etc.), (Milan) Sipistoo solely determines the content of his contribution. However, (Milan) Sipistoo shall, with respect to such Assignment, make reasonable efforts to take into account directions and/or requests by the Other Party.
- 7.29. In the event the Other Party intends to publish, broadcast or (live) stream the Public Performance, the Other Party shall timely and fully inform (Milan) Sipistoo of such intentions.
- 7.30. In the event the Public Performance is recorded, the Other Party shall, except in the case of live broadcasts/streams, submit the footage it intends to publish/broadcast to (Milan) Sipistoo before the publication/broadcast takes place. The Other Party will take due note of any objections by (Milan) Sipistoo, including but not limited to objections against cuts and edits in the recording of the Public Performance and shall not publish/broadcast any part of the recording which is not approved by (Milan) Sipistoo. (Milan) Sipistoo shall not withhold its cooperation/approval on unreasonable grounds.

8. SUSPENSION & TERMINATION

- 8.1. (Milan) Sipistoo is authorized to suspend his performance under an Agreement or Assignment if the Other Party fails to fulfil one or more of its obligations under the

Agreement/Assignment (including these Terms), or if circumstances that have come to (Milan) Sipistoo's knowledge give (Milan) Sipistoo reason to fear that the Other Party will fail to fulfil its obligations.

- 8.2. If the Other Party fails to fulfil, or fails to fulfil in a proper and timely manner, in spite of a notification by (Milan) Sipistoo stating a reasonable period for compliance, any obligation arising from the Agreement or these Terms, including but not limited to: payment obligations, as well as in the event of (the filing of a petition for) a suspension of payment or bankruptcy, or winding-up of the Other Party's business, (Milan) Sipistoo will have the right, without intervention of the court, to (entirely or partly) terminate the Agreement by a mere written statement.
- 8.3. Following the termination in the sense of article 8.2., the Other Party will be liable for the damage sustained by (Milan) Sipistoo, including but not limited to: interest, loss of profit, extrajudicial collecting costs and transport costs.
- 8.4. (Milan) Sipistoo has the right at all times to require that the Other Party provides security, in any form whatsoever, for the fulfilment of all its obligations under the Agreement. If the Other Party fails to act on such request, (Milan) Sipistoo has the right to terminate the Agreement and/or to suspend the performance of obligations on the side of (Milan) Sipistoo.
- 8.5. The Other Party may terminate an Agreement In the event of (the filing of a petition for) a suspension of payment or bankruptcy on the part of (Milan) Sipistoo.

9. LIABILITY

- 9.1. (Milan) Sipistoo is not liable for any direct or indirect damage of the Other Party, including but not limited to all damage to the Products and/or all related damage of the Other Party or third parties, unless it is a matter of intent or gross negligence on the part of (Milan) Sipistoo.
- 9.2. (Milan) Sipistoo is not liable for any damage or loss sustained by the Other Party or third parties due to the (/a certain manner of) use of a Product by the Other Party.
- 9.3. Under no circumstances can (Milan) Sipistoo be held responsible or liable for any reduction in the value of its Products.
- 9.4. In the event that (Milan) Sipistoo is, contrary to the provisions of article 9.1., liable for any damage incurred by the Other Party, (Milan) Sipistoo's liability towards the Other Party will in all cases be limited to direct damage to property or persons and will never extend to any loss of profit or other consequential damage.

- 9.5. In the event that (Milan) Sipistoo is, contrary to the provisions of article 9.1., liable for any damage incurred by the Other Party, (Milan) Sipistoo's liability towards the Other Party will in all cases be restricted to the purchase price of the Product or the total costs of the Assignment in relation to which such damage was caused.
- 9.6. Unless contradictory to compulsory law, (Milan) Sipistoo's liability in relation to an Agreement with the Other Party lapses in any case by the expiry of 1 year as of the date of the Agreement with the Other Party.

10. FORCE MAJEURE

- 10.1. 'Force Majeure', within the context of these Terms, means: any circumstance not within (Milan) Sipistoo's reasonable control leading to a delay or failure in (Milan) Sipistoo's performance of the Agreement (or an Assignment), including, but not limited to: loss, damage and/or delay during transport, import and export restrictions, actions/measures at customs, illness of (Milan) Sipistoo or important employees/associates/assistants, (threats of) war, terrorist activity, strikes, riots, epidemics, pandemics (including COVID), inflation, actions taken by the government and/or public authorities of any kind (including not granting a consent, exemption, approval or clearance), accidents, fires, explosions, storms, floods, earth quakes, or any other natural disaster/act of god.
- 10.2. In the event of a Force Majeure, (Milan) Sipistoo shall not be considered in default in the performance of the Agreement (or the Assignment) with the Other Party.
- 10.3. In the event of a Force Majeure, (Milan) Sipistoo is entitled to either suspend the performance of the Agreement/Assignment or to terminate the Agreement/Assignment wholly or in part, by means of a written notice to the Other Party.
- 10.4. In the event of a Force Majeure, the Other Party does not have the right to demand compensation (for damages) or performance of the Agreement/Assignment by (Milan) Sipistoo. The Other Party does also not have the right to terminate the Agreement/Assignment, unless such would be in violation of the requirements of reasonableness and fairness.
- 10.5. In the event that Force Majeure leads to the definitive impossibility of performing the Agreement/Assignment on (Milan) Sipistoo's part, the Other Party is entitled to terminate the Agreement/Assignment by means of a written notice to (Milan) Sipistoo, without any right to compensation for damages.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. Any rights of Intellectual Property in or relating to (the name/brand) '(Milan) Sipistoo' and 'Sipistoo', (Milan) Sipistoo's Products, Assignments, (preliminary) sketches, drawings,

designs, proposals, offers, images, footage, documentation, analyses and any other comparable (preparatory) materials will be exclusively vested in (Milan) Sipistoo. The Other Party only acquires the powers which are granted under these Terms, or are otherwise explicitly granted in writing.

- 11.2. The Other Party shall not reproduce ('copy') the Products in any way, communicate the Products ('disclose') to the public in online and offline communications and/or use the Products in another manner than explicitly consented by (Milan) Sipistoo in writing. The same applies with regard to all preliminary works created by (Milan) Sipistoo in the context of an Assignment (including but not limited to sketches, drawings, images, designs).
- 11.3. Unless explicitly agreed otherwise in writing, conclusion of Agreements between (Milan) Sipistoo and the Other Party and/or the delivery of Products do not constitute a transfer of any Intellectual Property rights or a license for any type of use of the Products. The Product is, unless otherwise agreed in writing, exclusively intended for private use by the Other Party.
- 11.4. Unless otherwise agreed upon in writing, the Other Party is not entitled to alter/modify a Product. The Other Party shall at all times respect (Milan) Sipistoo's moral rights, including the right of paternity and integrity (as set out in article 25 Dutch Copyright Act ('Auteurswet')).
- 11.5. In case (Milan) Sipistoo grants the Other Party a license for certain (types of) use of a Product, such license shall at all times take effect under the condition precedent that all payments due by the Other Party to (Milan) Sipistoo have been made and received.
- 11.6. '(Milan) Sipistoo' and 'Sipistoo' are (Benelux) trademarks registered at the BOIP (word marks), with the respective registration numbers: 1498346 and 1498348. (Milan) Sipistoo's logo is also a (Benelux) trademark registered at the BOIP, with registration number: 1498349. The Other Party shall at all times respect (Milan) Sipistoo's trademarks. Publications in which any title of the Product and/or the name of "(Milan) Sipistoo" and/or "Sipistoo" will be used, always require (Milan) Sipistoo's prior written consent. (Milan) Sipistoo shall be available for consultation with regard to any requests by the Other Party regarding any intended external communication relating to (Milan) Sipistoo, (Milan) Sipistoo's Products or Assignments.
- 11.7. The Products developed or delivered by (Milan) Sipistoo do, to the best of (Milan) Sipistoo's knowledge, not constitute an infringement of any Intellectual Property rights held by third parties. In case the Other Party is notified by a third party, claiming that a Product infringes certain (third party) Intellectual Property rights, the Other Party shall immediately notify (Milan) Sipistoo and inform (Milan) Sipistoo of the nature of such claim. The Other Party shall provide all relevant details of the claim to (Milan) Sipistoo and shall allow (Milan) Sipistoo to take over the defense and reply to the claim. In the event the foregoing obligations are carried out adequately by the Other Party and the infringement claim is not related to modifications to the Product by the Other Party and/or violation(s) of these

Terms by the Other Party, (Milan) Sipistoo shall indemnify the Other Party of said infringement claim.

- 11.8. In case the Other Party provides, whether or not in the context of an Assignment, any sketches, drawings, images, designs or (other) materials to (Milan) Sipistoo, with the aim of (Milan) Sipistoo using such materials in the making/design of a Product or the execution of an Assignment, the last sentence of article 11.7 does not apply. In case such materials are provided to (Milan) Sipistoo by the Other Party, the Other Party warrants that said materials do not infringe third-party rights, including but not limited to any Intellectual Property Rights, and indemnifies (Milan) Sipistoo against any third party claim (stating infringement of Intellectual Property or otherwise) relating to the use of these materials or the Products containing (parts of) these materials.
- 11.9. The Other Party also indemnifies (Milan) Sipistoo against third party claims that are the consequence of modifications/changes/additions to the Product that have been performed by the Other Party or a third party (without (Milan) Sipistoo's prior consent), as well as against any damage resulting from the wrongful or careless use of the Products.
- 11.10. In the event of a breach of any obligation or warranty on the side of the Other Party, as set out in this article, the Other Party shall forfeit a penalty of € 5.000,00 a day, that will be due for immediate payment for each breach, or at (Milan) Sipistoo's discretion, for each day the breach continues. This penalty is without prejudice to (Milan) Sipistoo's right to compensation for any damage suffered by or in connection with the breach of the obligations in this article.

12. NON-DISCLOSURE

- 12.1. All Confidential Information will be treated as confidential by the Other Party and this information shall not be disclosed or made available by the Other Party to any third party without prior written confirmation by (Milan) Sipistoo.
- 12.2. The Other Party shall not use the Confidential Information for any other purpose than the purpose for which it was provided by (Milan) Sipistoo and shall not use it in any other manner than indicated by (Milan) Sipistoo.
- 12.3. Confidential Information may be disclosed by the Other Party to its representatives, employees or advisors who reasonably need to take note of the Confidential Information. The Other Party will impose upon these representatives, employees or advisors the confidentiality obligations arising under this article. The Other Party indemnifies (Milan) Sipistoo for any breach of these obligations and shall keep (Milan) Sipistoo harmless from all direct and indirect damages, loss and costs (including any lawyers costs and other legal costs).
- 12.4. This article does not apply if the Confidential Information:

- (a) was already in the Other Party's possession before the Other Party received the Confidential Information from (Milan) Sipistoo;
- (b) was already part of the public domain at the date of receipt of the Confidential Information by the Other Party;
- (c) was received from a source not bound by obligations of confidentiality;
- (d) is required to be disclosed by the Other Party in order to comply with applicable laws or governmental regulations, provided that the Other Party provides (Milan) Sipistoo with a prior notice of such disclosure.

12.5. In the event of a breach of any obligation set out in this article, the Other Party shall forfeit a penalty of € 5.000,00 a day, that will be due for immediate payment for each breach, or at (Milan) Sipistoo's discretion, for each day the breach continues. This penalty is without prejudice to (Milan) Sipistoo's right to compensation for any damage suffered by or in connection with the breach of the obligations in this article.

13. PRIVACY

13.1. In the event (Milan) Sipistoo receives any personal data from the Other Party in the execution of Agreements and/or Assignments, (Milan) Sipistoo shall treat such data with due care and in accordance with the General Data Protection Regulation 2016/679 ('GDPR').

13.2. In the event the Other Party receives any personal data from (Milan) Sipistoo, the Other Party shall treat such data with due care and in accordance with the General Data Protection Regulation 2016/679 ('GDPR').

13.3. (Milan) Sipistoo endeavors to ensure the accuracy of information on its website and other channels, including pricing, images, content, and external links. However, no rights can be derived from this information, and Sipistoo reserves the right to make changes or corrections without prior notice. Please consult our website disclaimer for comprehensive details regarding liability and terms.

14. MISCELLANEOUS

14.1. In the event of intention to sell (Milan) Sipistoo's Products, the Other Party shall notify (Milan) Sipistoo in writing (per e-mail to milan@sipistoo.com). at the first possible occasion.

14.2. The articles that remain relevant even after termination/expiracion of Agreements, including but not limited to articles 9, 11, 12 and 15, will survive termination or expiration of any Agreement wo which these Terms apply.

14.3. The Other Party shall in all Agreements/Assignments appoint a person who is duly authorized to represent the Other Party (without any limitations). The Other Party indemnifies (Milan) Sipistoo in this regard.

14.4. Any questions concerning these Terms, or relating to Agreements under the applicability of these Terms, shall be directed to (Milan) Sipistoo by e-mail, at milan@sipistoo.com.

15. DISPUTES AND APPLICABLE LAW

15.1. All Agreements to which these Terms are applicable in their entirety or in part, shall be governed by the law of the Netherlands.

15.2. All disputes in matters to which these Terms of delivery apply in their entirety or in part, shall be submitted to the competent court in Amsterdam.