GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to all quotations, proposals and agreements between Arisse Brand Company and its clients. Please read them carefully. By accepting a quotation, the Client agrees to these terms.

1. DEFINITIONS

ABC	Arisse Brand Company, a sole proprietorship run by Amy Arisse, registered with the Dutch Chamber of Commerce (KvK) under number 72509686, VAT ID NL002321982B12.
Client	The legal entity or person acting in the course of a profession or business that requests a quotation from ABC or enters into an Agreement with ABC.
Agreement	Every agreement between ABC and the Client, including the accepted quotation and these terms.
Services	All work performed by ABC, including brand positioning and strategy, brand and product launches, brand experiences and events, brand partnerships, brand hospitality, project management and production.
Event	Any event, activation, pop-up or other live experience that ABC produces or helps to produce for the Client.
Work	All concepts, ideas, proposals, presentations, designs, texts, plans and other materials that ABC creates, in any form.
ABC Fee	The fee for ABC's own Services as stated in the quotation, excluding Third Party Costs and VAT.
Third Party Costs	All costs of suppliers and other third parties engaged for the Agreement, such as venue, catering, staff, technical production, materials and transport.
In writing	By letter or by email.

2. APPLICABILITY

2.1 These terms apply to all quotations, proposals and Agreements of ABC. Deviations are only valid if agreed in writing.

2.2 The applicability of the Client's own general or purchasing terms is expressly rejected.

2.3 These terms are intended for professional clients. If the Client is a consumer, the mandatory provisions of Dutch consumer law prevail where they differ from these terms.

2.4 If any provision of these terms is void or annulled, the other provisions remain in full force. The parties will replace the provision concerned with a valid provision that comes as close as possible to its original purpose.

3. QUOTATIONS AND CONCLUSION OF THE AGREEMENT

3.1 All quotations are without obligation and valid for 14 days from the date of the quotation, unless stated otherwise.

3.2 The Agreement is concluded when the Client accepts the quotation in writing, or when ABC starts work at the Client's request.

3.3 Quotations are based on the information provided by the Client. If this information turns out to be incorrect or incomplete, ABC may adjust its prices and planning.

3.4 Obvious mistakes or clerical errors in a quotation do not bind ABC. A composite quotation does not oblige ABC to perform part of it for a proportionate part of the price.

4. PROPOSALS, PITCHES AND IDEAS

4.1 All proposals, concepts and ideas that ABC presents to the Client, whether or not as part of a pitch and whether or not paid for, remain the property of ABC. The Client treats them as confidential.

4.2 Without ABC's prior written consent, the Client may not use, carry out, have carried out by others (including another agency or its own team), adapt or share with third parties any proposal, concept or idea of ABC, in whole or in part, if the Agreement for it has not been concluded with ABC.

4.3 If the Client acts in breach of article 4.2, the Client owes ABC a fee equal to the creative fee stated in the relevant proposal. If no creative fee was stated, the Client owes a reasonable fee based on ABC's usual rates. This does not affect ABC's right to full compensation of its damage.

4.4 If no Agreement is concluded, the Client will delete or return all materials received from ABC at ABC's request.

5. PERFORMANCE OF THE AGREEMENT

5.1 ABC performs the Agreement to the best of its knowledge and ability. ABC has an obligation of effort, not an obligation of result, unless a specific result has been expressly agreed in writing.

5.2 ABC may engage third parties for the performance of the Agreement. Articles 7:404 and 7:407 paragraph 2 of the Dutch Civil Code do not apply.

5.3 The Client provides ABC in time with all information, approvals and access that ABC needs. Delays or extra costs caused by late or incomplete information are at the Client's expense.

5.4 Deadlines stated by ABC are target dates, unless expressly agreed otherwise in writing. The date of an Event is binding once confirmed by both parties.

6. SUPPLIERS AND THIRD PARTY COSTS

6.1 ABC may engage suppliers in its own name for the account of the Client, or in the name of the Client. Third Party Costs are charged to the Client, including any handling fee stated in the quotation.

6.2 Amounts for Third Party Costs in a quotation are estimates. The final invoice is based on the actual costs.

6.3 The terms and conditions of a supplier, including its cancellation terms, also apply to the Client for the part of the Agreement that the supplier performs. ABC will inform the Client of relevant supplier terms on request.

6.4 ABC selects suppliers with care, but is not liable for shortcomings of suppliers. In case of a shortcoming, ABC will make reasonable efforts to find a solution.

7. CHANGES AND ADDITIONAL WORK

7.1 Changes to the scope of the Agreement, such as the number of guests, the programme or the location, are agreed in writing. They may change the price and planning.

7.2 Additional work is charged at the rates stated in the quotation. Hours worked after midnight (00:00) are charged at twice the applicable rate.

7.3 If a cost price factor of a supplier increases after the Agreement is concluded, ABC may pass this increase on to the Client. ABC informs the Client in writing.

8. PRICES AND PAYMENT

8.1 All prices are in euros and exclusive of VAT, unless stated otherwise.

8.2 For Agreements with a contract value exceeding €500, a deposit of 75% of the total contract amount (including VAT) is invoiced upon confirmation of the booking, unless otherwise agreed in writing. The remaining balance is invoiced after the Event or project, based on the final costs.

8.3 Invoices must be paid within 14 days of the invoice date. The Client may not set off amounts owed to ABC.

8.4 If the deposit is not received in full and on time, ABC may suspend its work or terminate the Agreement, without any obligation to compensate the Client.

8.5 If the Client does not pay on time, the Client is in default without any notice being required. The Client then owes the statutory commercial interest (article 6:119a of the Dutch Civil Code) and all reasonable judicial and extrajudicial collection costs, with a minimum of €40.

8.6 Objections to an invoice must be made in writing within 14 days of the invoice date. An objection does not suspend the obligation to pay.

9. CANCELLATION

9.1 The Client may only cancel the Agreement in writing. The date on which ABC receives the cancellation is decisive.

9.2 In case of cancellation, the Client owes ABC the following percentage of the ABC Fee:

a. more than 90 days before the Event: 25%;

b. between 90 and 30 days before the Event: 50%;

c. less than 30 days before the Event: 100%.

9.3 In addition, the Client always owes all Third Party Costs that ABC has incurred or committed to and cannot cancel free of charge, in accordance with the terms of the supplier concerned.

9.4 For projects without an Event, the agreed start or delivery date applies instead of the date of the Event. In case of partial cancellation, this article applies to the cancelled part.

9.5 Amounts already paid are set off against the amounts owed under this article.

10. LOCATION, PERMITS AND SAFETY

10.1 The Client and the owner of the location are responsible for the location, permits, safety, insurance of the location and compliance with all applicable rules, unless the Agreement expressly states that ABC takes care of this.

10.2 If the Agreement states that ABC arranges permits, ABC applies for them on behalf of the Client. The Client remains responsible for the permits and bears the costs.

10.3 The Client is regarded as the user of the location, also if the location was booked through ABC.

10.4 The Client is responsible for the conduct of its guests. Damage to the location, rented materials or goods of ABC or its suppliers caused by the Client or its guests is at the Client's expense. The Client indemnifies ABC against claims of third parties in this respect.

11. INTELLECTUAL PROPERTY AND PORTFOLIO

11.1 All intellectual property rights in the Work remain with ABC.

11.2 After full payment, the Client receives a non-exclusive, non-transferable right to use the Work for the purpose and Event agreed in the Agreement. Any other use, or a transfer of rights, requires ABC's prior written consent and may involve an additional fee.

11.3 The Client guarantees that materials it provides to ABC, such as logos, images and texts, do not infringe the rights of third parties, and indemnifies ABC against claims in this respect.

11.4 ABC may show the Work and images of the Event in its portfolio, on its website and on its social media channels, unless the Client objects in writing before the Agreement is concluded. Images in which people are recognisable are only published with the Client's agreement.

12. CONFIDENTIALITY AND PERSONAL DATA

12.1 Both parties keep confidential all information they receive from each other in connection with the Agreement, unless they are obliged by law to disclose it.

12.2 Both parties comply with the General Data Protection Regulation (GDPR). Where ABC processes personal data on behalf of the Client, such as guest lists, the parties will enter into a data processing agreement where the law requires one.

13. LIABILITY

13.1 ABC is only liable for direct damage resulting from an attributable failure in the performance of the Agreement. ABC is not liable for indirect damage, including consequential damage, lost profit, lost savings and damage due to business interruption.

13.2 ABC's liability is limited to the amount paid out by its insurer in the case concerned. If the insurer does not pay out, liability is limited to the ABC Fee for the Agreement concerned.

13.3 ABC is not liable for damage caused by incorrect or incomplete information from the Client, by suppliers, by weather conditions, or for loss of or damage to belongings of the Client or its guests.

13.4 The limitations in this article do not apply in case of intent or deliberate recklessness of ABC.

13.5 The Client must report damage to ABC in writing within 30 days of discovering it. Any claim against ABC lapses one year after the Event or completion of the project.

14. FORCE MAJEURE

14.1 Force majeure means any circumstance beyond ABC's control that prevents ABC from performing the Agreement, including failure of suppliers, extreme weather, government measures, epidemics, strikes, and illness of the person performing the work.

14.2 During force majeure, ABC may suspend its obligations. If performance becomes impossible, or the force majeure lasts longer than 60 days, either party may terminate the Agreement in writing without any obligation to pay compensation.

14.3 In that case, the Client pays for the work already performed and for Third Party Costs that cannot be cancelled free of charge.

15. SUSPENSION AND TERMINATION

15.1 ABC may suspend or terminate the Agreement with immediate effect, without judicial intervention, if the Client fails to meet its obligations, applies for or is granted suspension of payments, is declared bankrupt, or otherwise loses the free disposal of its assets.

15.2 In that case, all claims of ABC against the Client become immediately due and payable.

16. APPLICABLE LAW AND DISPUTES

16.1 Dutch law applies to all Agreements, regardless of where the work is performed.

16.2 All disputes are submitted exclusively to the competent court in Amsterdam.

16.3 ABC may amend these terms. The version that applied when the Agreement was concluded remains applicable to that Agreement.

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