

Terms and Conditions Fiona Gobbo Creative

English version: June 2021

Note: this one differs from the Dutch version

1. Definitions

- 1.1. Fiona Gobbo Creative: the sole proprietorship Fiona Gobbo Creative, statutory established in Amersfoort and registered with the Chamber of Commerce (Kamer van Koophandel) under file number 68804652.
- 1.2. Client: the natural or legal person who has entered into an agreement with Fiona Gobbo Creative.
- 1.3. 'Terms and conditions' is defined as: the entirety of the provisions as included below.
- 1.4. Services: all services that Fiona Gobbo Creative executes for the client. This includes, but is not limited to: brand strategies, logo design, brand or corporate identities and branding. But also graphic design, visual designs and creating printables. It also includes developing social media and content strategies.
- 1.5. Agreement: the agreement between Fiona Gobbo Creative and the client under which Fiona Gobbo Creative will execute the service.
- 1.6. Information: all data that comes from the client.
- 1.7. Website: www.fionagobbocreative.com.

2. Applicability

- 2.1. These terms and conditions apply to all offers made by Fiona Gobbo Creative, quotations made, agreements concluded, services and other actions executed, unless otherwise agreed in writing.
- 2.2. By signing an agreement or order confirmation with Fiona Gobbo Creative, the client declares that they have taken note of the terms and conditions of Fiona Gobbo Creative and that they agree with these terms and conditions.
- 2.3. Indien enige bepaling van deze algemene voorwaarden nietig is of vernietigd wordt, zullen de overige bepalingen van deze algemene voorwaarden volledig van kracht blijven en zullen Fiona Gobbo Creative en client in overleg treden teneinde nieuwe bepalingen ter vervanging van de nietige c.q. vernietigde bepalingen overeen te komen, waarbij zoveel mogelijk het doel en de strekking van de nietige c.q. vernietigde bepaling in acht worden genomen.
If any provision of these terms and conditions is void or voided, the other provisions of these terms and conditions will remain in full force and effect. Fiona Gobbo Creative and the client must consult with each other to agree to new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and intent of the void or voided provisions.
- 2.4. In the event of a conflict between these terms and conditions and agreements made in an agreement, the provisions of the agreement will prevail.

3. Quotations and offers

- 3.1. Quotations from Fiona Gobbo Creative are valid for the period specified in the quotation. If no term is specified, the quotation is valid until 14 days after the date on which the quotation was issued.
- 3.2. Fiona Gobbo Creative will indicate in the quotation which services are offered and which amounts the client owes upon acceptance of the quotation.
- 3.3. If it appears that the information provided by the client with the application or agreement was incorrect, Fiona Gobbo Creative has the right to adjust the relevant prices and other conditions.
- 3.4. Fiona Gobbo Creative reserves the right to invoice the client a minimum deposit of 50% of the total order before

Fiona Gobbo Creative will carry out the order.

- 3.5. All prices communicated by Fiona Gobbo Creative are amounts in euros, excluding VAT, shipping costs and other established levies and / or fees, unless explicitly stated otherwise.
- 3.6. Fiona Gobbo Creative reserves the right to intermediary change prices during the course of an agreement. If the prices of the services or products offered increase after the agreement has been concluded, the client is entitled to cancel the agreement as of the date that the price increase takes effect. Price increases as a result of a statutory regulation or provision are hereby excluded.
- 3.7. Fiona Gobbo Creative reserves the right to increase prices annually by a percentage equal to the increase in the consumer price index, determined by the Statistics Netherlands (CBS). This increase in prices does not entitle the client to dissolve the agreement

Article 4. Agreement and additional work

- 4.1. An agreement is concluded from the moment that the client in any way communicates to Fiona Gobbo Creative the acceptance of a quotation.
- 4.2. After the conclusion of an agreement, it can only be changed with mutual consent.
- 4.3. After the conclusion of an agreement, Fiona Gobbo Creative will carry out the services within a reasonable time.
- 4.4. Fiona Gobbo Creative has the right to have certain services performed by third parties without having to inform the client. If additional costs are incurred as a result of the performance of the service by third parties, these will be passed on to the client.
- 4.5. Changes to the originally concluded agreement between the client and Fiona Gobbo Creative are only valid from the moment that these changes have been accepted by both parties by means of an additional or amended written agreement.
- 4.6. If the client wishes to dissolve or cancel an agreement with Fiona Gobbo Creative, this right only accrues to them if they proceed to compensate for the work performed up to that point or in the event of cancellation ten percent of the fee agreed in the order confirmation.
- 4.7. If, due to circumstances unknown at the time of the quotation or the order confirmation, Fiona Gobbo Creative has to perform more work than agreed in the quotation or order confirmation, Fiona Gobbo Creative is entitled to charge the client for the resulting additional costs. If the client objects to the additional costs that Fiona Gobbo Creative wishes to charge, the client has the right to cancel the part of the assignment that has not yet been executed, whereby the client is obliged to reimburse the work executed so far by Fiona Gobbo Creative.

Article 5. Rights and obligations for Fiona Gobbo Creative

- 5.1. Fiona Gobbo Creative guarantees that the assignment given to her will be carried out to the best of its ability, with due care and craftsmanship.
- 5.2. Fiona Gobbo Creative is committed to protecting the data that Fiona Gobbo Creative stores for the client in such a way that this data is not available to unauthorized persons.
- 5.3. In the event of complaints from the client about the services and/or products provided, Fiona Gobbo Creative must consult with the client about a solution that is suitable for both..
- 5.4. Fiona Gobbo Creative is entitled to place a name mention in/on delivered products. The client is not entitled to remove this attribution, except in those cases in which

Fiona Gobbo Creative has given explicit permission for removal.

5.5. In addition to the provisions of Article 5.4, Fiona Gobbo Creative is also entitled to publish the client's data on the website of Fiona Gobbo Creative and / or other promotional expressions of Fiona Gobbo Creative for promotional purposes.

5.6. Fiona Gobbo Creative reserves the right to provide non-editable files to the client. The client may not make changes to the logo and / or corporate identity and other graphic designs / expressions as provided by Fiona Gobbo Creative.

5.7. Fiona Gobbo Creative only gives guarantees on the social media strategies if the client can demonstrate that they have followed the instructions to make the strategy work and have carried out as Fiona Gobbo Creative has indicated. With a joint implementation of the strategy, the trajectory can be changed or a partial refund of the paid invoice can take place.

Article 6. Rechten en verplichtingen voor klant

6.1. In principle, the client must comply with the provisions laid down in these terms and conditions, unless otherwise agreed.

6.2. The client must provide Fiona Gobbo Creative with all correct data that the client can reasonably foresee to be necessary for the correct execution of the agreement. The client is in any case obliged to inform Fiona Gobbo Creative without delay of changes in personal data, company data or other information that Fiona Gobbo Creative requests.

6.3. If, in exception to Article 6.2, the information required for the execution of the agreement has not been provided to Fiona Gobbo Creative in time, Fiona Gobbo Creative has the right to suspend the execution of the agreement and/or to charge the client the additional costs resulting from the delay.

6.4. The client will always immediately inform Fiona Gobbo Creative in writing of any changes in name, address, email and, if requested, his/her bank number.

6.5. In the event of complaints about the services and/or products provided by Fiona Gobbo Creative, the client must make these complaints known to Fiona Gobbo Creative within eight working days after delivery of the service and/or the product, but at the latest within one month after completion of the full agreement. The client indemnifies Fiona Gobbo Creative one year after delivery against all legal claims resulting from services and/or products provided..

6.6. The client must make backup copies of all materials/data as described in Article 6.2 that Fiona Gobbo Creative needs for the execution of the agreement. In case of loss of these materials / data, Fiona Gobbo Creative is not liable for the resulting damage.

6.7. When Fiona Gobbo Creative provides login details to the client, the client is responsible for these details. Fiona Gobbo Creative is not liable for misuse or loss of the login details and relies on the client to be the only one to use the login details provided to the client.

Article 7. Delivery and delivery time

7.1. The delivery term to be used by Fiona Gobbo Creative varies per agreement and is determined in coordination with the client. The delivery time specified by Fiona Gobbo Creative starts after the agreement has been concluded and after receiving of all necessary data and/or materials from the client.

7.2. A delivery term set by Fiona Gobbo Creative can never be regarded as a strict deadline. Fiona Gobbo Creative will not be legally in default by the mere exceeding of a delivery term

7.3. Bij overschrijding van de levertermijn met meer dan zestig dagen, komt de client de bevoegdheid tot ontbinding van de overeenkomst slechts toe indien Fiona Gobbo Creative, na een deugdelijke en zo gedetailleerd mogelijke schriftelijke ingebrekestelling waarbij een redelijke termijn gesteld wordt voor zuivering van de tekortkoming, toerekenbaar tekortschiet in de nakoming van de wezenlijke verplichtingen ingevolge de overeenkomst.

If the delivery term is exceeded by more than sixty days, the client is only entitled to dissolve the agreement if Fiona Gobbo Creative, after a proper and as detailed as possible written notice of default, setting a reasonable period for remedying the shortcomings, fails imputably in the fulfillment of the essential obligations under the agreement.

7.4. The client is obliged to do what is necessary to enable a timely delivery by Fiona Gobbo Creative, including by timely supplying complete, correct and clear data as stipulated in Article 6.2.

7.5. The delivery obligation of Fiona Gobbo Creative will be fulfilled, unless subjected to proof of the contrary, as soon as the goods are delivered once by Fiona Gobbo Creative to the client.

Article 8. Payment

8.1. The payment obligation of the client commences on the day on which the agreement is concluded.

8.2. All invoices sent by Fiona Gobbo Creative must be paid by the client within fourteen days, unless otherwise agreed in writing. Fiona Gobbo Creative offers the possibility to pay invoices in pre-agreed installments.

8.3. If the client does not meet its payment obligation in time, the client is legally in default without the need for further notice of default.

8.4. In the event of late payment, the customer is obliged, in addition to the amount owed plus the statutory (commercial) interest, to pay € 50.00 excluding VAT on the second reminder and a full reimbursement of both extrajudicial and judicial collection costs, including the costs for lawyers, bailiffs, collection agencies and any legal proceedings at the court or court of appeal.

8.5. The claim for payment is immediately due and payable if the client is declared bankrupt, applies for a moratorium, or if assets of the client are seized in full, the client dies and furthermore, if it goes into liquidation or is dissolved.

8.6. In the above cases, Fiona Gobbo Creative also has the right to terminate or suspend the execution of the agreement or any part thereof that has not yet been executed without notice of default or judicial intervention, without the right to compensation for damage for the client that may arise as a result.

8.7. The client agrees that Fiona Gobbo Creative will invoice electronically. If the client wishes to receive an invoice by post, Fiona Gobbo Creative reserves the right to charge additional costs from € 2.50 per invoice, depending on the country to which the invoice will be sent to by post.

8.8. If payment is made by direct debit but direct debit proves impossible, for example due to insufficient balance on the client's account or because of an incorrect account number provided by the client, the client will owe €2.50 administration costs per unsuccessful direct debit.

8.9. The client can make objections to the invoices sent by Fiona Gobbo Creative known in writing to Fiona Gobbo Creative no later than seven days after the invoice date. After receipt of the objection, Fiona Gobbo Creative will investigate the correctness of the invoice amount. Objections to invoices sent do not suspend the payment obligation of the client.

8.10. All products and services delivered by Fiona Gobbo

Creative remain the property of Fiona Gobbo Creative until all amounts owed by the client to Fiona Gobbo Creative have been paid.

Article 9. Reservation of ownership & intellectual property

9.1. All intellectual property rights to all documentation, advice, reports, quotations, strategies, brand and corporate identities, branding, logos, printables as well as preparatory material thereof developed or made available in the context of the services rest exclusively with Fiona Gobbo Creative, unless otherwise agreed in writing.

9.2. The products delivered by Fiona Gobbo Creative may never be reproduced or resold, in part or in full, unless otherwise agreed in writing.

9.3. The content of the website, including but not limited to: the texts, images, design, brands and domain names, are the property of Fiona Gobbo Creative and are protected by copyright and intellectual or industrial property rights that exist under applicable law. Users of the website are not allowed to reproduce or make available the website or any part thereof without permission from Fiona Gobbo Creative.

9.4. All copyrights and intellectual property on products of the human mind developed by Fiona Gobbo Creative are and remain the exclusive property of Fiona Gobbo Creative, unless the rights are bought off or otherwise agreed.

9.5. All information published by the client via the products supplied by Fiona Gobbo Creative remain the property of the client.

9.6. Fiona Gobbo Creative is not responsible for any information/content that the client places on Fiona Gobbo Creative's servers. If the information/content posted by the client infringes in any way the rights of third parties or is in conflict with laws and regulations, the client will indemnify Fiona Gobbo Creative from any claims for compensation that third parties may assert as a result of this action by the client.

Article 10. Liability

10.1. Every agreement between Fiona Gobbo Creative and the client can be characterized as a best efforts agreement. As a result, Fiona Gobbo Creative can never be held liable for results that have not been achieved.

10.2. In the unlikely event that Fiona Gobbo Creative is nevertheless held liable in accordance with Article 10.1, any liability is limited to compensation for direct damage up to a maximum of 2 times the amount of the price stipulated for that agreement (excl. VAT). In the case of a fixed-term or continuing performance contract, any liability is limited to compensation for direct damage up to a maximum of the amount of the last invoice paid by the customer.

10.3. In addition to Article 10.2, Fiona Gobbo Creative is only liable for direct damage. Direct damage should only be understood to mean:

- the reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
- any reasonable costs incurred to have the defective performance of Fiona Gobbo Creative comply with the agreement, insofar as these can be attributed to Fiona Gobbo Creative;
- reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to limitation of direct damage as referred to in this article.

10.4. Fiona Gobbo Creative excludes any liability for indirect damage suffered through the use of services and/or products provided by Fiona Gobbo Creative, with the exception of situations in which the damage is due to intent on the part of Fiona Gobbo Creative.

10.5. Fiona Gobbo Creative is in any case never liable for: consequential damage, damage due to missed savings, damage due to business interruption, lost profit and for damage caused by loss of data during the execution of the agreement.

10.6. The client indemnifies Fiona Gobbo Creative against all claims for compensation that third parties may assert in respect of damage that has arisen in any way as a result of the unlawful or careless use of the products and services of Fiona Gobbo Creative supplied to the contracting party.

10.7. Fiona Gobbo Creative is never liable for the way in which the client has taken/claimed/received information (such as texts and/or images).

Article 11. Interruption of services and force majeure

11.1. Fiona Gobbo Creative is not bound by its obligations under the agreement if fulfillment has become impossible due to force majeure. If the force majeure continues for a period of 60 days, both parties are entitled to dissolve the agreement. What has already been performed pursuant to the agreement will then be settled proportionately.

11.2. Fiona Gobbo Creative is dependent in its activities on the cooperation, services and deliveries of third parties, over which Fiona Gobbo Creative has little or no influence. Fiona Gobbo Creative can therefore in no way be held liable for any damage whatsoever arising from a situation in which the shortcoming is due to a third party with whom Fiona Gobbo Creative has entered into an agreement.

11.3. In addition to the provisions of article 11.1, force majeure is understood to mean everything that has been adopted in this regard in law and jurisprudence.

Article 12. Duration of agreement and termination

12.1. If the agreement relates to the periodic or otherwise regular provision of services, the agreement is in principle entered into between the parties for a period of twelve months, unless otherwise agreed.

12.2. The right of premature termination of the agreement by the client is excluded, without prejudice to the other provisions of these terms and conditions.

12.3. Both parties, both the client and Fiona Gobbo Creative, are only entitled to dissolve the agreement if the other party, after a proper and as detailed as possible written notice of default, with a reasonable term for remedying the shortcoming, imputably fails to fulfill the essential obligations under the agreement.

12.4. Exception to the provisions of Article 8.2, Fiona Gobbo Creative can terminate the agreement in whole or in part without notice of default and without judicial intervention by written notification with immediate effect if there are urgent reasons, including in any case the cases in which:

- the client is granted a (provisional) suspension of payments;
- bankruptcy is filed or declared in respect of the client;
- there is a suspicion that the client cannot meet his or her payment obligation when the agreement is extended;
- client acts contrary to public order or morality, or any obligation arising from the agreement with Fiona Gobbo Creative;
- client infringes on the rights of third parties;

- client acts contrary to reasonable guidelines or directions from Fiona Gobbo Creative;
- client does not respond to correspondence by e-mail, telephone and/or in writing, whether or not by registered letter;
- in case of recurring payment problems.

Fiona Gobbo Creative will never be obliged to pay any compensation due to this termination, as stipulated in Article 12.4.

12.5. If at the time of the dissolution as referred to in Article 12.3 and 12.4 the client has already received performances for the execution of the agreement, these performances and the associated payment obligation will not be subject to cancellation. Amounts that Fiona Gobbo Creative has invoiced before the dissolution in connection with what it has already performed or delivered in execution of the agreement, will remain due in full with due observance of the provisions of the previous sentence and will become immediately due and payable at the time of the dissolution.

12.6. Fiona Gobbo Creative reserves the right to change its terms and conditions, also for existing agreements. If Fiona Gobbo Creative changes the terms and conditions, it will inform the client of this. The client is then free to dissolve the agreement from the moment the new terms and conditions take effect or up to seven days after the entry into force of these new terms and conditions.

Article 13. Conformity

13.1. Fiona Gobbo Creative will strive for the intended result agreed in the quotation as much as possible in the execution of the agreement. If, in the opinion of the client, the delivered results do not correspond to the intended result agreed in the quotation, the client and Fiona Gobbo Creative will consult to ensure that the delivered results meet the intended results.

13.2. In addition to what is stipulated in Article 13.1, the costs for the additional work as referred to in that Article will be invoiced to the customer in accordance with the normal rate of Fiona Gobbo Creative, unless the client can demonstrate, in Fiona Gobbo Creative's opinion, that the deviations in the result can be attributed to the defective execution of the agreement on the part of Fiona Gobbo Creative.

13.3. Should it be established that the defects in the services and/or products to be provided by Fiona Gobbo Creative are at the expense of Fiona Gobbo Creative, the client is not entitled to compensation or dissolution of the agreement, except as provided in these terms and conditions.

Article 14. Other provisions and applicable law

14.1. If any provision of these general terms and conditions is void or voided, the other provisions of these general terms and conditions will remain in full force and effect and Fiona Gobbo Creative and the client will consult in order to agree new provisions to replace the void or nullified provisions, with due observance of the purpose and intent of the void or voided provision as much as possible.

14.2. If the client includes provisions or conditions for their project that deviate from, or do not appear in, these conditions are only binding for Fiona Gobbo Creative if and insofar as they have been expressly accepted by Fiona Gobbo Creative in writing.

14.3. If Fiona Gobbo Creative deviates from the terms and conditions on its own initiative in favor of the client, the client can never derive any rights from it.

14.4. Any purchase or other conditions of the client do not apply.

14.5. Rights and obligations arising from an agreement can only be transferred by the client to a third party if Fiona Gobbo Creative has given written permission for this.

14.6. Dutch law applies exclusively to all legal relationships to which Fiona Gobbo Creative is a party.

14.7. The client and Fiona Gobbo Creative will first try to settle any disputes in mutual consultation and amicably before appealing to the courts.

14.8. If mandatory rules do not determine otherwise, the qualified court in the district Central Netherlands (Midden-Nederland), location Amersfoort, is initially authorized to take cognizance of disputes between Fiona Gobbo Creative and the customer.