

# Terms & Conditions

**GENERAL TERMS AND CONDITIONS OF STUDIO CADMIUM** *Registered with the Chamber of Commerce under CoC number: 56926731*

## Article 1: Applicability

1. These general terms and conditions (hereinafter referred to as: **“the Terms and Conditions”**) apply to all agreements, including future agreements, in any form, in connection to which STUDIO CADMIUM, with its registered office and place of business in (6101WT) Echt (Netherlands) at Kelvinweg 3A, registered with the Dutch Chamber of Commerce under number 56926731, hereinafter to referred to as: **“Studio Cadmium”**, delivers products and/or performs services and/or conducts any performance, as well as to statements to be given and/or offers/agreements/ however named to be provided in connection thereto (hereinafter referred to as: **“offers”** or **“agreements”**), unless expressly agreed otherwise in writing.
2. Studio Cadmium’s contracting party will hereinafter be referred to as **“the client”**.
3. Applicability of any purchase or other conditions of the Client is expressly rejected.
4. Any party engaged by Studio Cadmium in connection with the performance of an agreement is entitled to invoke these Terms and Conditions towards the Client.
5. If one or more of the provisions of these Terms and Conditions are null or become nullified in whole or in part at any time, whether by judicial intervention or not, the remaining Terms and Conditions will remain in effect as far as possible. In that event, the relevant provision will immediately be replaced in consultation between Studio Cadmium and the Client with a provision that approaches the purport of the original provision as closely as possible.
6. Any failure on the part of Studio Cadmium to demand strict compliance with these Terms and Conditions does not mean that their provisions do not apply or that Studio Cadmium in any way loses the right to demand strict compliance with the provisions of these Terms and Conditions in other cases.
7. None of the provisions of these Terms and Conditions may be interpreted to the detriment of Studio Cadmium based only on the fact that Studio Cadmium was responsible for drawing up the relevant provision.
8. In the event of any conflict between the agreement and these Terms and Conditions, the agreement will prevail over these Terms and Conditions.
9. If the term “in writing” is used in these Terms and Conditions, this also refers to correspondence by email, fax or other electronic medium, excluding text messages, WhatsApp and other similar sorts of messaging.
10. Once a contract has been concluded on the basis of these Terms and Conditions, the Terms and Conditions continue to apply to future transactions, in which the most recent version of the Terms and Conditions will apply at such time.
11. Oral promises or agreements are only binding if and to the extent that they are confirmed by the parties in writing.

12. If the agreement is not concluded in writing, the written confirmation or invoice provided by Studio Cadmium applies, subject to evidence to the contrary from the Client, as evidence of the existence and content of the agreement.

## **Article 2: Offers and contract**

1. All of Studio Cadmium's offers are without obligation, unless a period for acceptance has been set. If no acceptance period has been set, no right can be derived from the offer if the good or service to which the offer pertains is no longer available.
2. Studio Cadmium cannot be held to its offer if the Client can reasonably understand that the offer, or any part thereof, contains an evident mistake or obvious clerical error.
3. Studio Cadmium is entitled to invoice the costs related to a (possible) offer and/or agreement to the Client.
4. All offers made by Studio Cadmium remain property of Studio Cadmium and shall, if no order is made, be returned to Studio Cadmium without delay. They may not be copied, in whole or in part, or given to third parties for inspection without the express permission of Studio Cadmium.
5. An agreement between Studio Cadmium and the Client will become effective after Studio Cadmium has signed, or after Studio Cadmium has sent the written order confirmation to the Client.
6. If the acceptance deviates (whether or not on minor points) from the offer made in the agreement or offer, Studio Cadmium shall not be bound to it. In that event the agreement shall not materialize in accordance with such deviating acceptance, unless Studio Cadmium states otherwise.
7. Offers do not automatically apply to future orders.

## **Article 3: Right of withdrawal for EU Consumers**

1. If the Customer is a natural person based in the European Union who does not act in the course of a profession or business (hereinafter: Consumer), the Consumer may terminate an agreement regarding the purchase of a product during a cooling-off period of 14 days without giving reasons. This cooling-off period starts on the first day after receipt of the product by the Consumer or a representative previously designated by the Consumer and announced to the Company.
2. During the cooling-off period, the Consumer will treat the product and its packaging with the utmost care. The Consumer may not open the packaging or use the product unless this is necessary in order to determine the nature of the products. If the Consumer wishes to exercise the right of withdrawal, the Consumer will return the product and all materials supplied with it, if reasonably possible, in its original state and packaging to Studio Cadmium, in accordance with the reasonable and clear instructions of Studio Cadmium.
3. The Consumer can dissolve the distance contract in accordance with paragraph 1 of this article by reporting the withdrawal (digital or in other form) to Studio Cadmium, within the cooling-off period. As quickly as possible, but no later than 14

days after the day of reporting as just referred to, the Consumer shall return the product, or hand it over to (a representative of) Studio Cadmium.

4. The costs incurred for the return shipment are for the Consumer's account. As well as the initial shipping costs and a restocking fee of 15%.
5. The Consumer is only liable for the product's devaluation that is a consequence of his handling the product other than as permitted in paragraph 2.
6. Any amounts already paid by the Consumer (except for the costs mentioned in paragraph 4) will be refunded to the Consumer as soon as possible, and in any case within 14 days after dissolution of the contract.
7. The right of withdrawal does not apply to products that the Company has created in accordance with the Consumer's specifications.

#### **Article 4: Test placement**

1. Upon request of the Client, a test placement can be executed under the following conditions.
2. Placement means: placing the products as well as the relevant accessories in a room to be made available by the Client for the purpose of visualizing the products that are of interest to the Client in the room.
3. Studio Cadmium is entitled to charge the Client up to a maximum of two-thirds of the gross catalogue value of the products concerned, plus sales tax, prior to the test placement as a financial security for the test placement. Transport costs, as well as any installation costs, can be charged separately by Studio Cadmium.
4. If the Client wishes to retain the products, the products will be charged by Studio Cadmium, possibly increased with transport and assembly costs, taking into account the payment already received pursuant to paragraph 3.
5. With regard to a test placement, the Client is liable for the use, damage, theft or loss of the products up to a maximum of the gross catalogue value including VAT of the products concerned. In that context, the Client shall provide adequate insurance.

#### **Article 5: Financial provisions**

1. The prices specified by Studio Cadmium are in Euros or in another currency agreed with Studio Cadmium in writing. Any differences in exchange rate are for the risk of the Client, unless further agreed in writing.
2. The prices specified by Studio Cadmium are based on the circumstances known to Studio Cadmium upon conclusion of the agreement.
3. The prices specified by Studio Cadmium are based on performance of the agreement under normal and customary circumstances.
4. Unless stated otherwise, the prices are exclusive of VAT and other government levies, unless stated otherwise, and excluded any other costs to be incurred in connection with the agreement, including delivery costs, service charges and other

(third party) charges on the sale and/or delivery and/or performance of the agreement.

5. If after the conclusion of the agreement, circumstances arise which are attributable to the Client and as a consequence of which costs arise for Studio Cadmium, the Client is obligated to pay these costs to Studio Cadmium.
6. A compound price quotation shall not oblige Studio Cadmium to perform part of the agreement for a corresponding part of the quoted price.
7. Any setoff with claims that the Client asserts to have against Studio Cadmium is excluded.
8. Unless agreed otherwise, payment must be effected in full before delivery of the products to the bank account indicated by Studio Cadmium.
9. Once the term of payment has expired the Client enters into default, without notice of default being required, and contractual interest is owed, equal to the interest rate of 1.5% per month or the statutory commercial interest rate as referred to in Article 6:119a of the Dutch Civil Code if it is higher, for the purpose of which any part of a month is considered to be a full month, starting the first day after the expiry of the term of payment referred to in paragraph 10. If the Client is a consumer, the Client owes an interest rate as referred to in Article 6:119 of the Dutch Civil Code. At the end of each year the amount on which the aforementioned interest is calculated shall be increased by the interest due for that year.
10. Even if the Client states that the full payment pertains to a different claim, any payments made by the Client always serve first as payment for all interest and costs owed and then as payment for claims arising from the agreement which have remained due and payable the longest.
11. In the event of liquidation, insolvency, filing for bankruptcy or suspension of payments on the part of the Client, Studio Cadmium's claims, regardless of reason, are immediately due and payable by the Client.
12. Studio Cadmium always has the right to require security, in any form, from the Client for the fulfillment of all its obligations arising from this agreement. If the Client is unable to provide security in the sense that the payment obligation will be fully met or is unable to pay for the products in advance, Studio Cadmium is entitled to terminate the agreement. In that event, Studio Cadmium is not liable for the costs incurred and/or the damage suffered by the Client as a consequence of the termination.
13. All legal and other costs to be incurred by Studio Cadmium shall be borne by the Client. Studio Cadmium is not required to present any evidence in this regard. The Client owes compensation for extrajudicial costs in accordance with the table included in the Extrajudicial Collection Costs (Fees) Decree, with a minimum of € 40 extrajudicial costs.
14. If judgment is rendered in favor of Studio Cadmium in legal proceedings, in addition to the extrajudicial collection costs, all the other costs it incurs in connection with these proceedings (including lawyer's fees and internal costs) are borne by the Client.

## **Article 6: Delivery | General**

1. Studio Cadmium shall specify its delivery periods as accurately as possible. Delivery periods are only an indication and should never be taken as strict deadlines, unless expressly agreed otherwise in writing. Standard delivery time is 25 - 35 workdays, unless agreed otherwise in writing.
2. Studio Cadmium shall make every effort within its power to deliver within the time stated. In no event will the Client be entitled to damages if the delivery period is exceeded.
3. If delivery does not take place in time, Studio Cadmium must be given written notice of default, with Studio Cadmium being afforded a reasonable period to be determined in consultation with it of at least 12 weeks within which Studio Cadmium could still comply.
4. The Client cannot cancel or terminate the agreement due to a failure to meet the delivery date or refuse acceptance and/or payment of the products.
5. The approximate delivery periods or completion dates stated are based on the current (work) conditions at the time of the conclusion of the agreement and on the timely delivery of materials and/or parts ordered by Studio Cadmium for the performance of the work.
6. Studio Cadmium shall be entitled to make partial deliveries. In that case, Studio Cadmium shall indicate the delivery times per partial delivery. If partial delivery is made at the request of the Client, extra costs (for example, storage and transport costs) are borne by the Client.

## **Article 7: Delivery I Products**

1. Unless agreed otherwise in writing, delivery of products takes place Ex Works Echt (Netherlands).
2. If the Client refuses to accept the products, the return cargo, storage costs and other costs are borne by the Client.
3. The Client is required to take delivery of the products when they are made available. The Client is obligated to immediately accept the products from Studio Cadmium when they are offered. If the Client does not take receipt of the products concerned, they will be deemed to have been delivered at the moment Studio Cadmium has offered them, and Studio Cadmium will hold the relevant products at the expense and risk of the Client, while Studio Cadmium, in that case, also has the right to invoice the Client. Studio Cadmium is not required to insure products that it holds for the risk of the Client.

## **Article 8: Delivery I Services**

1. Delivery takes place by means of Studio Cadmium's indication that the service has been delivered or the work has been performed in accordance with the agreement.
2. Delivery also takes place in the following cases:
  1. if the Client has approved the Service;
  2. if the Client has taken the Service into use;

3. if the Client has notified Studio Cadmium in writing that the agreed work has been completed and the Client does not inform Studio Cadmium in writing whether the Service has been approved or not within eight days of the notification.

#### **Article 9: Performance of the agreement**

1. Studio Cadmium shall perform the Agreement to the best of its knowledge and ability, and in accordance with professional standards. All such will be done on the basis of the state of the art as known at the time.
2. If and insofar necessary for the proper performance of the agreement, Studio Cadmium will be entitled to have certain activities carried out by third parties.
3. The Client shall ensure that all data that Studio Cadmium has indicated is necessary or that the Client should reasonably understand is necessary for the performance of the Agreement is supplied to Studio Cadmium in full and in good time. If the data required for the performance of the agreement is not supplied to Studio Cadmium in full and/or in good time, Studio Cadmium shall be entitled to suspend performance of the agreement and/or to charge the Client for the additional costs ensuing from the delay, in accordance with the customary rates.
4. If the data referred to in this article appears to be incomplete and/or incorrect, Studio Cadmium is entitled to terminate the agreement in whole or in part. If, in the context of the order, work is performed by Studio Cadmium or by third parties engaged by it, at the Client's site or a site designated by the Client, the Client shall provide the facilities reasonably required by such employees free of charge.
5. If it has been agreed that the agreement will be performed in phases, Studio Cadmium may suspend the performance of parts that belong to a subsequent phase until such time as the Client has approved the results of the preceding phase in writing.

#### **Article 10: Changes to the agreement**

1. If the Client makes changes to the agreement after formation, Studio Cadmium is entitled to adjust the agreed period and/or price or to refuse to perform the agreement, in whole or in part, without owing any compensation or damages to the Client.
2. Studio Cadmium is not required to perform a change proposed by the Client. The costs resulting from such changes are borne by the Client and will be charged to the Client by Studio Cadmium through the prices applicable at that time.
3. The lack of written instructions with regard to a change is without prejudice to Studio Cadmium's entitlement to payment.

#### **Article 11: Suspension**

1. Studio Cadmium shall be entitled to suspend its performance (including future performance), subject to deviating provisions of mandatory law, if:

1. the Client does not meet one or more of its obligations;
2. Studio Cadmium becomes aware of circumstances which provide sufficient reason to fear that the Client will not fulfill its obligation.
2. Studio Cadmium is further authorized to change the agreed payment conditions unilaterally and fully reserves the right to seek damages if a situation such as mentioned in paragraph 1 arises.
3. The Client is not entitled to refuse to fulfill or suspend fulfillment of its obligations (including payment obligations) on the basis of alleged defects in the product or for any other reason whatever.

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## **Article 12: Products**

1. All Products are sold “As-Is”, “With All Faults”. Studio Cadmium checks the products technically and art historically as completely as possible and strives to present the Products as accurate as possible. However, Studio Cadmium does not make any guarantee, warranty or representation, expressed or implied, to any Client with respect to any product, including without limitation, its condition, merchantability, fitness for a particular purpose, quality, rarity, importance, provenance, designer or creator, exhibitions, literature, historical relevance, or as to whether the Client acquires any reproduction right or other intellectual property right in any Product. No statement anywhere, whether oral or written, shall be deemed any such guarantee, warranty or representation.
2. The Client is aware that the Products are neither new nor in ‘perfect’ condition. A Product may require touch-up or repairs prior to use and the available information about the Products may be limited.
3. Some Products may require cultural, customs and regulated species permits for export from the country where they are located and/or import into the Client’s country. Products may also be subject to a right of the country from which they are exported to purchase the Products from the Client. Studio Cadmium does not make any representation, gives any warranty or shall have any liability to the Client in respect of the requirement for, or the availability, or issuance of valid export or import permits or the existence or exercise of preemption rights to purchase by governmental or regulatory authorities anywhere.

## **Article 13: Complaints**

1. The Client is obligated to inspect deliveries and/or performances by Studio Cadmium immediately upon acceptance/presentation and determine whether the product is in good working order and in accordance with the provisions of the agreement or that the work has been performed in accordance in the provisions of the agreement.
2. Complaints both with regard to the products delivered by Studio Cadmium and the work performed by it as well as regards invoice amounts must be submitted to Studio Cadmium in writing within 3 days of acceptance of the products or after performance of the work, accurately stating the facts to which the complaint pertains. Complaints with regard to invisible defects must be made immediately after discovery, and no later than fourteen days after the expiry of the



guarantee period referred to in article 10, in a written statement from the other party to Studio Cadmium. After expiry of this period, the delivered products, the work performed will be deemed to be entirely in accordance with the agreement or wishes of the Client, or alternatively, the Client may not make any claims against Studio Cadmium due to non-conformity.

3. Minor deviations and/or deviations that are customary in the sector and differences in quality, number, size or finishing as well as differences in the performance of the work, cannot constitute grounds for complaints.
4. Complaints related to a certain product or to certain work are without prejudice to the Client's obligations in relation to other products, components and/or work included in the agreement.
5. Studio Cadmium must be enabled to verify the Client's assertion that the products delivered/work performed by Studio Cadmium do not conform to the agreement. No acknowledgement of the Client's assertion may be derived from this verification.
6. If Studio Cadmium accepts the Client's complaint, this does not mean that Studio Cadmium accepts any liability.
7. If it becomes apparent that a complaint has been made wrongly, Studio Cadmium is entitled to charge the work it performed and / or the products it delivered to the Client at its usual rate and the Client is obligated to pay the compensation.
8. Complaints do not form grounds for the Client to suspend any payment obligation it has.
9. If Studio Cadmium determines that the complaint is well founded, Studio Cadmium is only obligated, at its own discretion, to restore the faulty products, or to replace them, or to credit them, without the Client having any right to any additional compensation. In the event of replacement and crediting, the non-conforming products remain or become the property of Studio Cadmium.
10. The Client cannot derive any rights from this article if, in respect of the product to which the complaint pertains, the Client has:
  1. used it and/or;
  2. modified it itself and/or repaired it, or has had it modified and/or repaired.

#### **Article 14: Retention of title, pledge and retention**

1. All deliveries take place under retention of title. Studio Cadmium maintains ownership of the products it delivered or will deliver on the basis of any agreement whatsoever until the Client:
  1. has paid the price of all these products plus interest owed and costs in full, and;
  2. has paid all the claims relating to work that Studio Cadmium performed or will perform for the Client in connection with the relevant agreements, and;
  3. has paid the claims Studio Cadmium has against the Client if the Client fails to fulfill the obligations referred to above.
2. The risk associated with a product that has been purchased/delivered under retention of title is for the Client as of the moment of delivery. The Client may not have the products that fall under the retention of title serve as security in any way whatever for claims other than those of Studio Cadmium.



3. If the Client fails to fulfill its payment obligation in respect of Studio Cadmium or if Studio Cadmium has good reason to fear that the Client will fail to fulfill its obligations, Studio Cadmium is entitled to repossess the products delivered under retention of title.
4. The Client indemnifies Studio Cadmium against claims which third parties have against Studio Cadmium and which may be associated with the existing retention of title.
5. If Studio Cadmium wishes to exercise its proprietary rights specified in this article, the Client hereby gives its advance, irrevocable and unconditional permission to Studio Cadmium and third parties to be designated by Studio Cadmium to enter all locations where the items belonging to Studio Cadmium are located and to repossess those products.
6. If third parties seize the products delivered under retention of title or wish to establish or assert rights on the same, the Client is required:
  1. to notify the relevant bailiff immediately of the existence of the retention of title;
  2. to inform Studio Cadmium as quickly as can reasonably be expected.
7. The Client is required to insure and keep insured the products delivered under retention of title against fire, explosion and water damage, as well as against theft, and to make the insurance policy available for inspection upon first request.
8. A right of pledge is established between Studio Cadmium and the Client to the benefit of Studio Cadmium on the products that Studio Cadmium receives from the Client as security for the claims that Studio Cadmium has or will have against the Client for any reason whatsoever. The right of pledge comes into existence without further formality when Studio Cadmium obtains the relevant product.
9. Studio Cadmium may exercise a right of retention on everything Studio Cadmium has obtained for or on behalf of the Client, as long as the Client has not paid for the products or services delivered by Studio Cadmium in full and this constitutes a failure that is attributable to the Client, plus any damage, including interest and costs, that the Client owes or will owe to Studio Cadmium.

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## **Article 15: Force Majeure**

1. The parties are not required to fulfill any obligation in respect of the other party if they are hindered from doing so as the consequence of a circumstance that is not attributable to fault, and for which the party is not accountable by law, legal act or according to generally accepted standards.
2. In addition to what the law deems as force majeure, strikes and / or long-term illness of the employees of one of the parties, breach of contract and / or force majeure on the part of suppliers, transporters or other third parties who are party to the agreement, gridlock in traffic, act of God, terrorism, war or mobilization, restrictive measures from any government, fire and other accidents at its company as well as other circumstances to the extent that, as a consequence thereof, the (further) performance of the agreement cannot or not fully be expected from it in reason.

3. The parties may suspend the obligations under the agreement during the period that the force majeure continues. If this period continues for more than six months, each of the parties may terminate the agreement without any obligation to pay damages to the other party.
4. To the extent that Studio Cadmium, at the time the force majeure circumstance commenced, had already partly performed its obligations under the agreement or is able to perform the same, and the part performed or to be performed has independent value, Studio Cadmium shall be entitled to invoice separately for the part already performed or to be performed. The Client is obliged to pay such invoice as if there were a separate agreement.

## **Article 16: Liability**

1. Notwithstanding article 9, Studio Cadmium's liability is limited to what has been provided for in this article. If Studio Cadmium may be held liable, Studio Cadmium is only obligated, at its own discretion, to replace, supplement or repair the Product. The products or components to be replaced become the property of Studio Cadmium.
2. The limitations of liability included in this article do not apply if the damage can be attributed to an intentional act or gross negligence on the part of Studio Cadmium, including its employees.
3. Studio Cadmium is only liable for direct damage that is the demonstrable consequence of a failure attributable to Studio Cadmium.
4. Direct damage only includes the following:
  1. the reasonable costs for determining the cause and scope of the damage, insofar as the determination relates to damage in the sense of these Terms and Conditions;
  2. possible reasonable costs incurred to make the defective performance of Studio Cadmium comply to the agreement, to the extent that such may be attributed to Studio Cadmium and,
  3. reasonable costs incurred for preventing or limiting damage, insofar as the Client demonstrates that these costs led to the limitation of direct damage as referred to in these Terms and Conditions.
5. Studio Cadmium is never liable for indirect damage, including - but in any event not limited to - consequential damage, lost profits, missed savings, and loss due to interruption of business.
6. In addition, Studio Cadmium is not liable for damage, of any kind whatever, that has arisen:
  1. if, when storing and using the products, the Client failed to observe the guidelines and regulations as provided by Studio Cadmium or the supplier;
  2. if the Client has not used the products, accessories, structures, components or other production accessories offered by Studio Cadmium;
  3. if a defect exists that is related to usual deviations that do not constitute a defect for Studio Cadmium, or that has an external cause, such as third party acts or omissions or normal wear and tear.

4. If, without having ordered the assembly, Studio Cadmium does provide assistance - of whatever nature - during the assembly, this will be at the risk of the other party.
5. Studio Cadmium is not liable for advice provided or to be provided, unless these have been or will be the subject of a written advice agreement.
6. If the Product works on electricity in the broad sense, such as battery or any other power device. The Client is aware that Studio Cadmium has not inspected the wiring/interior and is not liable for any damages cost by short circuit in the electricity.
7. If Studio Cadmium may be held liable for the other damages, the liability is limited to the amount or amounts which the insurance policy taken out by Studio Cadmium covers in the specific case including the excess Studio Cadmium bears in connection with such insurance policy. If the damage is not covered by an insurance policy or the insurer decides not to pay, the liability of Studio Cadmium is limited to, at most, the invoice amount. Under due observance of the provisions contained in these Terms and Conditions pertaining to complaints, Studio Cadmium may only be held liable in law within one year after the date of delivery / performance of the work due to attributable failure / unlawful act.
8. If Studio Cadmium acknowledges that it has failed imputably / acted unlawfully, it is entitled to notify the Client within a reasonable period that it will remedy the performance at no charge. In making this choice, Studio Cadmium must reasonably take into account the interests of the Client. If Studio Cadmium performs within a reasonable period as yet, this means that the agreement has been performed correctly and the Client does not have a right to compensation.

#### **Article 17: Termination / ending the agreement**

1. Studio Cadmium may unilaterally terminate the agreement in whole or in part immediately and without judicial intervention, and without obligation to pay compensation to the Client:
  1. if the failure to fulfill an obligation by the Client constitutes a fundamental failure, which is the case if, among other things, the Client does not pay the price in time or does not accept the materials or does not accept them in a timely fashion;
  2. if the Client is declared bankrupt or it is granted suspension of payments or if the Client requests that the Debt Restructuring (Natural Persons) Act be applied to it;
  3. if a request for credit insurance is not honored by the relevant insurance company or is not honored to a sufficient degree;
  4. if the Client does not comply with a request from Studio Cadmium to provide security;
  5. if it appears after the agreement has been concluded that the performance of the agreement is not reasonably possible and the impracticability is due to information provided by the Client.
2. Any existing claims between the parties become immediately due and payable as a consequence of the termination. The Client is liable for the damage suffered by

Studio Cadmium, that being, among others, interest, loss of profit, storage and transport costs.

3. Termination of the agreement as referred to in the paragraphs above does not free the Client from its payment obligation with respect to the products already delivered and/or services rendered and/or work performed by Studio Cadmium.

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#### **Article 18: Confidentiality**

1. Both parties are obliged to keep confidential all confidential information that they have acquired from each other or from another source within the context of the agreement. Information is deemed confidential if the other party is so informed or if this ensues from the nature of the information.
2. The obligation of confidentiality remains in effect after termination of the agreement.
3. Confidential information shall in any case not include:
  1. information that was already public on the date of signing of the agreement or became public afterwards without the Client violating the obligation to confidentiality to which it is bound, and / or
  2. information that the Client has obtained from a third party, who was entitled to make it available to the Client, after signing the agreement.
4. Studio Cadmium and Client undertake in respect of one another that they will handle information that is at their disposal with the required care and confidentiality. Studio Cadmium shall use the personal data of the Client in the context of the execution of the agreement or the handling of a complaint.
5. Studio Cadmium and the Client may only breach the aforementioned confidentiality pursuant to some statutory regulation or a final decision of the court or with the permission of the other party. The other party in the situations described this in article is not obligated to pay compensation or damages nor entitled to terminate the agreement due to any damage arising therefrom.

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#### **Article 19: Applicable law and competent court**

1. Dutch law applies to all agreements that Studio Cadmium concludes, excluding, should it appear to be otherwise, the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. Insofar as not dictated otherwise by mandatory law, all disputes arising between Studio Cadmium and the Client to which these Terms and Conditions apply will be decided in the first instance by the District Court of Zeeland West Brabant unless mandatory law precludes such, without prejudice to Studio Cadmium's entitlement to institute legal proceedings against the Client before another competent court.