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Terms and Conditions

Loom is committed at all times to making every effort to ensure good cooperation, the principles of which are further elaborated in our Values and Conditions.

1. DEFINITIONS

In these General Terms and Conditions, the following terms shall mean:

- 1.1 Loom: the user of these General Terms and Conditions, operating as VOF Loom.ooo, registered with the Dutch Chamber of Commerce under number 85473367.
- 1.2 Services: the services offered by Loom and described in quotations and on the website loom.ooo.
- 1.3 Products: the products developed by Loom and described in quotations and on the website loom.ooo.
- 1.4 Client: the natural person, legal entity or company that has entered into an Agreement with Loom.
- 1.5 Agreement: all agreements and arrangements between Loom and the Client in connection with the Assignment, including these General Terms and Conditions.
- 1.6 Force Majeure: any failure to perform caused by unforeseen or unforeseeable circumstances that cannot be attributed to Loom and that makes the performance of one or more agreed Agreements by Loom so difficult that performance of the Agreement(s) becomes impossible or unreasonably burdensome.

2. APPLICABILITY

2.1 Loom's General Terms and Conditions apply to all Agreements, as well as to all Products and Services provided by Loom.

2.2 Before entering into the Agreement, Loom has informed the Client of these General

Terms and Conditions. By accepting the quotation, the Client agrees to these General Terms and Conditions.



2.3 If, contrary to expectations, the acceptance referred to in Article 2.2 has not taken place, the Client must immediately notify Loom thereof in writing. The Agreement shall then immediately lapse and all obligations already performed shall be reversed. However, the Client shall remain liable for work already performed by Loom and for goods and/or services purchased or personnel engaged by Loom, and Article 8 shall remain fully applicable.

2.4 Any general terms and conditions of the Client shall not form part of the Agreement.

3. CONCLUSION OF THE AGREEMENT / QUOTATION / CONFIRMATION

3.1 When requesting Services and/or Products, the Client will always receive a non-binding quotation. The quotation is subject to change, creates no obligations on the part of Loom, and is valid for 14 days unless Loom specifies otherwise.

3.2 Loom shall not be bound by any error(s) in the quotation.

3.3 Price quotations may be subject to change as a result of an unforeseen change in the work involved. A change in the course of the collaboration (for example, a change in the question presented to Loom or in the duration of the process) may result in an additional charge.

3.4 The Agreement shall be concluded upon the timely acceptance of the quotation by the Client, unless Loom disputes the Agreement in writing within 14 days.

3.5 Loom shall determine the manner in which the Agreement is performed and may engage third parties for this purpose.

3.6 Loom reserves the right to amend parts of the budget where this is in the interest of carrying out the Assignment.

4. GENERAL OBLIGATIONS

4.1 Loom is obliged to provide the agreed Products and/or Services at the agreed times.

4.2 The obligation referred to in Article 4.1 shall not apply:

- a. In the event of Force Majeure on the part of Loom as referred to in Article 1.6.
- b. If the Client fails to make the interim payment referred to in Article 7 on time.
- c. If the Client otherwise fails to fully comply with any of its obligations towards Loom, regardless of the basis of such obligations.

4.3 Loom shall provide all materials relating to the performance of an Assignment in one language (Dutch or English), unless otherwise agreed with the Client.



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5. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP RIGHTS

5.1 Intellectual property rights in creative work resulting from the Assignment (including, but not limited to, texts, visual materials and formats) shall belong to Loom. If joint copyright arises, Loom and the Client shall make separate written arrangements regarding such rights.

5.2 Unless otherwise agreed, all results created by Loom in the context of the Assignment (Services and Products created as part of an Assignment) shall remain the property of Loom, regardless of whether they have been made available to the Client or to third parties.

5.3 Loom shall at all times have the right to have its name placed on, next to or in publicity surrounding the result of the Assignment, or to have its name removed therefrom.

5.4 If Loom's creative work has or acquires a public character and/or the intellectual property is publicly associated with Loom, all public communications shall first be discussed with Loom.

5.5 Loom reserves the right to communicate about the project(s) it carries out for a Client (for example, on its website, social media or in its newsletter). Loom may use the Client's (company) name and logo for promotional purposes. If the Client objects to this, it must notify Loom at the start of the Assignment.

5.6 Photographs and videos taken during activities organised by Loom and/or coordinated by Loom may appear on Loom's website and social media channels. The Client must inform Loom in advance if it does not agree to this.

6. PRICE / PAYMENT

6.1 Loom's prices are stated in euros and exclude VAT and additional costs, unless otherwise stated in the quotation and/or invoice. Quoted rates do not automatically apply to future assignments.

6.2 The Client shall owe Loom the price specified in the Agreement. All invoices, including invoices relating to cancellation, shall become payable by the Client at the time the delivery, in whatever form, has taken place or would have taken place.

6.3 All invoices and deposits must be paid by the Client to Loom within three weeks of the invoice date.

6.4 If the Client fails to meet its payment obligations, the Client shall reimburse Loom for all costs incurred in collecting the outstanding amount, both judicial and extrajudicial.

6.5 In the event of late payment, the Client shall be in default by operation of law and shall owe collection interest of 1.5% per month or part thereof, as well as collection costs amounting to 15% of the outstanding invoice amount.

7. INTERIM PAYMENT / DEPOSIT

7.1 Unless otherwise agreed, at the start of the collaboration Loom shall require the Client to pay 50% of the total project price as a deposit to cover preparation hours and/or purchasing costs and to secure final payment, unless otherwise agreed. Loom shall invoice the remaining 50% of the total project fee upon completion of the Assignment.

7.2 The Client shall pay the deposit within three weeks of the invoice date.

7.3 In the event of late payment of advance invoices, Loom may suspend performance of the Assignment or terminate the Agreement.

8. CHANGES / CANCELLATIONS

8.1 If the contact person representing the Client's organisation changes during the preparation process, Loom reserves the right to invoice additional hours for coordination if Loom determines that such hours are necessary to bring the new contact person up to speed and integrate them into the process to date.

8.2 It is possible, in consultation with Loom, to postpone the realisation of a collaboration to a later date, but no later than six months after the last activities carried out under the Assignment. Loom reserves the right to apply new hourly rates for the period in which the collaboration is subsequently continued.

8.3 The Client's input is essential. The Client is responsible for providing, in a timely manner, all information Loom needs to properly perform the Assignment, as well as for providing timely feedback. If the required input is not provided despite one request, there is a risk that Loom will be unable to meet an agreed delivery date. In that case, a new completion date must be established. If this is not possible for Loom, Loom may decide that not all Services or Products can be delivered or, in exceptional cases, terminate the Assignment prematurely. All hours already worked and all costs and expenses already incurred shall be invoiced at all times.

8.4 Loom shall be entitled to cancel an Agreement on substantive, moral or practical grounds. If Loom cancels the Agreement, Loom shall only charge for hours already worked. Hours not worked shall not be charged by Loom.

8.5 The Client may not cancel an Agreement. However, Loom may use the hours that have not yet been used and that Loom has reserved for the Client in accordance with the Agreement within a period of six months. Loom shall give the Client the opportunity, in consultation with Loom, to determine a different use for the hours already reserved by Loom. Upon cancellation, Loom shall determine how many hours it has already spent preparing the cancelled project. Loom shall invoice these hours to the Client, and the Client shall offer to pay this amount.

8.6 If Loom has reserved freelancers for the execution of a programme that is subsequently cancelled, Loom shall charge the Client compensation payable to the freelancers. If the cancellation takes place within 10 working days prior to the event, the compensation shall amount to 50% of the fee payable to the



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freelancer(s); within 5 working days, 80%; and within 2 days, 100%.

9. COMPLAINTS

9.1 The Client shall report a publicly expressed complaint to Loom within 2 hours of becoming aware of it.

9.2 The Client shall report a non-public complaint to Loom in writing within 2 days following the performance of the Assignment.

9.3 Loom shall assess a complaint as soon as possible, deal with it appropriately and, if the complaint is justified, resolve it in consultation with the Client where necessary and/or possible.

9.4 A complaint by the Client shall not entitle the Client to terminate the Agreement or to withhold or postpone payment to Loom, in whole or in part.



10. LIABILITY



10.1 Loom shall not be liable for any damage resulting from the performance of the Assignment, unless such damage is covered by Loom's insurance or is the result of intent or gross negligence on the part of Loom.

10.2 Loom shall not be liable for any damage whatsoever suffered by the Client, participant and/or third parties, unless such damage is the direct result of intent or gross negligence on the part of Loom.

10.3 Any liability of Loom shall be limited to the net invoice amount of the component from which the damage arose, or, at minimum, to the amount paid out by Loom's insurer.

10.4 The Client shall claim any damage arising in connection with the performance of the Assignment under its own insurance and shall indemnify Loom against claims for compensation made by third parties.

10.5 The Client shall compensate Loom for any damage to items made available by Loom, based on the final invoice.

10.6 Under no circumstances shall Loom be obliged to pay an amount in excess of: the amount paid to Loom by Loom's insurer in respect of the damage; or any compensation obtained from another third party in respect of the damage.

10.7 Loom shall not be liable if an error inadvertently occurs in visual and/or textual communications. The final review and ultimate responsibility lie with the Client.

11. FORCE MAJEURE

11.1 If Loom is required to cancel an Assignment due to circumstances other than Force

Majeure, Loom shall make every effort to provide an alternative delivery that it considers equivalent.



11.2 In the event of Force Majeure, Loom shall not accept any liability whatsoever for any damage suffered by the Client as a result thereof.

11.3 If partners engaged by Loom are unable to participate due to Force Majeure, Loom reserves the right to simplify the realisation of the concept to a workable version.

11.4 If Force Majeure prevents Loom from completing the Assignment entirely and this situation lasts for more than 2 months, both the Client and Loom may terminate the Agreement by notifying the other party in writing. If Loom has already performed work, the Client shall only be required to pay Loom for the hours worked and costs and expenses already incurred.

12. TERMINATION OF THE AGREEMENT

12.1 If the Agreement is entered into for a single occasion or for a fixed period, it shall terminate by operation of law once the Assignment has been completed or the agreed term has expired, without termination notice being required.



13. GOVERNING LAW



13.1 All Agreements to which these General Terms and Conditions have been declared applicable, as well as any agreements arising therefrom, shall be governed exclusively by Dutch law.