

General terms and conditions for provision of services:

Article 1: General Provisions

1. These general terms and conditions for provision of service apply to the establishment, the content and the performance of all agreements and contracts concluded between the client and the provider of services. Throughout this entire document all references to the 'provider' refer to the provider of the workshops and lessons; or the provider of illustrations, texts or paintings/drawings/artwork. The other term used herein for provider is contractor.

Article 2: Cancellations

1. In the case of any planned workshop the client and contractor (provider) may make agreements about the conditions pursuant to which a workshop or lesson may be canceled. Any cancellation made at least 72 hours prior to the time the workshop was to take place shall not be subject to any additional charge. Advance consultation about this is well-advised.
2. In the event that the provider gives the contractor advance notice of cancellation, he will of course receive no payment, though it may be that a new date for the workshop can be set up.

Article 3: Prices

1. All prices stated are understood to be exclusive of value added tax [VAT] (*B.T.W.*) and other levies imposed by the government. The amount due on account of VAT shall be indicated in advance in each case.
2. The price stated by the provider for the services he is to perform applies to the services in accordance with the parties' agreement.
3. In the case of compound offers there is no obligation to provide a part of the total performance at an amount stated for only a part of the offer or at a partial amount proportional to the amount stated for all of the services in question.
4. If the parties have not agreed upon any price, but the parties have, in the year preceding the agreement, concluded one or more agreements with an equal or substantially equal content or performance on the part of the provider, the price shall be calculated based on the preparation, performance and the calculation of charges used in the foregoing agreement(s).
5. In the event that the work and/or activities to be performed are to take place somewhere other than the place where the provider resides, charges shall be made for travel costs.
6. In the event that the provider makes specialized materials available for his lessons which are used in and during the lessons he has been hired to teach, these materials shall also be included in the price for the lessons, though such shall be itemized in the invoice provided.

Article 4: Terms for payment

1. It is desirable that payment for services provided be made within 14 days. By law the client is obligated to pay the price for services and other amounts due pursuant to the agreement within 30 days

after the date of invoice, and is not entitled to invoke any claim for a discount, adjustment or postponement.

2. At any time and without regard to the conditions for payment agreed the client is obligated to post security for the provider, such for the satisfaction of the amounts to be paid to the provider pursuant to the agreement, which security shall be made available upon the first request of the provider. The security so offered must be adequate to properly cover the claim and any interest and costs that may be due on account of the amount, and such as will enable the provider to obtain recovery without difficulty. Any security that has subsequently proven to be inadequate must, upon the first request of the provider, be supplemented to provide adequate security for the amounts due.

3. In the event that the client fails to make timely payment within the meaning of part 1 of this Article, he shall, on account of this delay in the payment of the amount owed, owe an additional amount based on the amount owed, as and for the statutory commercial interest as from the date of invoice, or if applicable, the statutory rate of interest on this amount. The provider shall be entitled to charge the amount of one twelfth of this interest for each month or part thereof in which the client has failed to fully pay the obligation.

4. In the event of any failure to make timely payment as referred to in part 1 of this Article, in addition to the amount owed and the interest due on that amount the client shall be bound to fully compensate the provider for both legal and non-legal collection expenses, which shall be understood to include the cost of legal representation, process servers and collection agencies. The non-legal expenses are fixed at no less than 15% of the principal amount with interest, such being subject to a minimum amount of €100.00.

Article 5: Manner in which services are provided

1. Workshops shall take place at the location agreed upon by the parties.
2. The client is obliged to provide his full cooperation in facilitating the delivery of the services agreed pursuant to the agreement.

Article 6: Term for providing services

1. In regard to illustrations or text, the agreed time for delivery shall be binding. Parties have agreed upon a deadline; this deadline can be modified if both parties so agree.
2. Workshops are held on the date and at the time agreed. In the event that the contractor fails to perform at that time and on that date, naturally no payment need be made. In the case of personal circumstances the parties may seek to set a new date.

Article 7: Provisions and amendment of the agreement.

The client bears the risk of any misunderstanding regarding the content and performance of the agreement if the cause thereof lies in the failure of the provider to receive, or failure to properly or timely or completely receive specifications or other communications provided orally or through a person relied upon by client to do so or any such communication made by means of or brought by means of any technology such as the telephone, e-mail and similar means of transmission. In regard to a text or illustration: before the provider proceeds to produce the text or an illustration both parties shall

confer about what text content shall suffice and what shall be included. The work shall commence only after this has become clear.

Article 8: Differences, defects and variations

1. In workshops, [and] in [the course of providing] other services and products agreements shall be made in advance in order as much as possible to prevent defects [differences and variations]. It may be that consultation will occur during the process of production. If it proves to be the case that after consultation in advance and consultation during the process of production the services and products of the supplier/contractor nevertheless fail to satisfy the client, this risk shall be born by the client.
2. In the case of texts, the number of words will be agreed in advance.

Article 9: Copyrights etc.

1. The client guarantees the supplier that the latter, by performing his obligations under the agreement, and particularly by the proliferation or publication of the things received from the client such as illustrations, models, drawings, photographic recordings, ideas, information carriers, inventions, visual expressive work, computer software, data files etc., no infringement is made on the rights any third parties could claim under the terms of the 1912 Copyright Act or other national, supranational or international regulation in the area of copyright or the right to industrial [intellectual] property or right in relation to a wrongful act. The client indemnifies the supplier in legal or other proceedings for all claims that third parties can assert pursuant to the law or regulations referred to above.
2. If obvious doubt should arise or continue to exist as to the accuracy of the rights third parties assert within the meaning of part 1 of this article, the supplier is entitled but not obliged, to suspend performance of the agreement until such time as it shall become irrevocably legally established that the supplier perpetrates no infringement of these rights by performance of the agreement. The supplier shall then still fill the order within a reasonable period of time.
3. Unless expressly otherwise agreed in writing the supplier always remains entitled to any copyright that may arise on the works produced by him in the performance of the agreement, such as illustrations, design drawings, models, drawings, [including] working drawings and detail drawings, visual expressive work, information carriers, computer software, data files, inventions and similar production and auxiliary resources, even when the activities involved have been stated as a separate item in the offer or on the invoice.
4. The things to be provided or those supplied by the supplier in accordance with his design, such as copy, type, design drawings, models, working drawings and detail drawings, illustrations, information carriers, visual expressive work, computer software, inventions, data files, photographic recordings, lithos, films and similar production and auxiliary resources, may not be multiplied in the context of any production process without the supplier's written permission, much less any part thereof which constitutes an essential part of the design, even in the case that or to the extent that as to that no copyright or other legal protection for the supplier exists on the design.
5. In consultation the client can obtain a few works to use for publicity on behalf of his or her organization.
6. The work produced during the workshops and courses is and remains the property of the student who made it. The work (drawing, illustration, visual report, invention) has indeed been made in the context

of a lesson or workshop. In that sense, Eric Simons retains the right to use such works for the purpose of publicity as having been made in his lessons, on the understanding that the name and owner of the work is to be stated.

Article 10: Ownership of means of production etc.

1. All auxiliary resources, such as educational sheets, laminated items used as examples, USB-sticks, and any beamer and the like used during the courses and workshops remain the property of the provider of the lessons, notwithstanding their use having been stated as a separate item describing the content of the lesson(s) on the bid/offer for services or on the invoice.
2. Hence, the provider shall not be obliged to relinquish to the client the things referred to in part 1.

Article 11: Property of client, pledge

1. All things entrusted by the provider to the safekeeping of the client in the context of the performance of the agreement shall be kept by him/her in the manner befitting that of a proper custodian.
2. Notwithstanding the provisions of the foregoing part of this Article, during the period of safekeeping the client shall bear all risks in connection with the things referred to in part 1. and if required, the client should itself/himself obtain insurance to cover this risk.
3. The client grants the provider a pledge on all things the client has entrusted to the provider in the context of the performance with this agreement with the provider, all these things as additional security for all that the client, in whatever capacity whatsoever and of whatever nature may be due to the provider, including any conditional debts or those not due and payable.

Article 12: Materials and products supplied by the client

1. In the case that it has been agreed between the client and the provider that the client is to provide materials or products for use and processing for lessons, he must see that these be made available in a manner that would be considered timely and appropriate for the lesson(s) and in a way that production can proceed as planned. To this end the client shall request that the provider give his instructions about it.
2. The provider cannot be held liable for any failure in the performance of the agreement if the cause thereof arises out of any unusual processing difficulties resulting from the nature of the materials and products provided by the client and which could not reasonably have been able to be foreseen by the provider, nor those that may be a consequence of any variation between the sample initially showed to the provider and the materials or products subsequently provided by the client for the print run [or edition in question].
3. The provider provides no guarantee as to the characteristics such as shelf life, adhesion, sheen, color, light or color fastness or durability if the client has failed, by the time the agreement has been concluded, to report the characteristics and nature of the materials or products provided by him and not provided proper information about the advance processing done and the surface processing applied.
4. Unless explicitly otherwise agreed, the provider cannot be held liable for the de-lamination, adhesion, blemishing, change in luster or color etc., nor for any damage to the materials and products

received by him from the client to be printed or processed by him if these have been subject to any preliminary processing such as the application of paint, enamel, varnish and the like.

Article 13: Force Majeure

1. Any shortcomings of the provider in the performance of the agreement cannot be attributed to him if such are not due to his fault or for his account according to generally accepted practice, by law or pursuant to the agreement.
2. Any failure of the provider in performance of the agreement as a consequence of war, mobilization, riots, flooding and other natural disaster, traffic jams, limitation in, restriction of, or cessation of supply/services by public utilities, as the case may be, lack of gas or oil products or other means of producing energy, fire, breakdown in machinery and other accidents, strikes, lockouts, the actions of trade unions, any restriction of execution or other official governmental measures, any third party's failure to supply necessary materials or semi-finished goods, any intentional or gross negligence on the part of auxiliary persons and other such circumstances, are considered not attributable to the provider and do not entitle the client to termination of the agreement or compensation.

Article 14: Liability

1. Liability of the provider to the client pursuant to the agreement shall be limited to such an amount as is in accordance with standards of what is fair and reasonable, and in proportion to the agreed price.
2. The provider shall not be liable for any damage of any kind that arises due to, or after, the products, having been delivered to the client, have been used, processed or treated by the client, or have been supplied to any third party or in the case that the client has had them be put into use, has had them processed or treated or had them supplied to any third party.
3. Nor shall the provider be liable for any damage in the form of loss of profits/sales or reduction in the value of the goodwill of the business or the profession of the client.
4. Nor is the provider liable for damage to any materials or products received by him from the client which he is to print, process or treat, if the client has not, by the time the agreement has been concluded, reported to the provider concerning the characteristics and the nature of these materials or products and provided proper information about the advance processing done and the surface processing applied.
5. If any third party holds the provider liable as to any damage for which the provider is not liable pursuant to the agreement with the client or pursuant to these general terms and conditions for provision of service, as the case may be, the client shall fully indemnify him in the matter and reimburse the provider for all that he must do to satisfy such third party.
6. Students take part in the creativity lessons by their own choice to do so. The lessons are not dangerous nor do we work with dangerous materials. In the event that during or shortly after the lessons something does nevertheless take place, the instructor /provider is not liable.

Article 15: Applicable law

The agreement between the provider and the client shall be subject to the law of the Netherlands.
