General Terms & Conditions – Version 2026-11

1. Definitions

1.1. In these General Terms and Conditions, the following definitions apply:

a. Blaudruck B.V., a private limited liability company registered with the Dutch Chamber of Commerce under number 97692972, having its registered office at Danzigerkade 209, 1013 AP Amsterdam, hereinafter referred to as "Blaudruck".

b. Client: the legal entity, not being a natural person, acting for purposes related to its trade, business, craft or profession, to whom Blaudruck has addressed an offer or order confirmation, or who has given Blaudruck an assignment.

c. Agreement: the agreement between Blaudruck and the Client, concluded in accordance with Article 3 of these General Terms and Conditions, under which Blaudruck acts as the supplier of goods and services.

2. Applicability

2.1. These General Terms and Conditions apply to every offer, quotation and agreement between Blaudruck and a Client to which these conditions have been declared applicable, insofar as the parties have not expressly and in writing agreed otherwise.

2.2. These conditions also apply to agreements with Blaudruck for which third parties must be engaged to perform the work.

2.3. Any purchasing or other conditions of the Client shall not apply unless expressly accepted in writing by Blaudruck.

2.4. If one or more provisions of these General Terms and Conditions are, at any time, wholly or partially void or annulled, the remaining provisions shall remain fully in force. In that case, Blaudruck and the Client shall consult to agree on new provisions to replace the invalid or annulled ones, taking into account, as far as possible, the purpose and intent of the original provisions.

2.5. These General Terms and Conditions and the legal relationships between the parties remain in effect if either party changes its name and/or legal form.

3. Formation of the Agreement

3.1. All offers and quotations issued by Blaudruck, in whatever form, are non-binding unless expressly stated otherwise in writing.

3.2. Quotations are valid for the period stated therein. If no period is stated, a quotation is valid for 7 days from its issue date.

3.3. Quotations from Blaudruck are based on the information provided by the Client.

3.4. Offers and quotations contain a complete and accurate description of the products and/or services offered. Obvious mistakes or clerical errors do not bind Blaudruck.

3.5. An Agreement is concluded when Blaudruck accepts an order from the Client by means of an oral, electronic or written confirmation, or when Blaudruck commences execution of the assignment.

3.6. Blaudruck reserves the right to refuse any assignment without stating reasons.

3.7. If the Client's acceptance deviates (whether on minor points or otherwise) from the offer made, Blaudruck is not bound by such deviation unless it expressly states otherwise.

3.8. If the Client does not accept the quotation, Blaudruck may charge for the preparation costs, provided the Client was demonstrably informed of such costs beforehand. All intellectual-property rights remain with Blaudruck.

4. Delivery / Execution of the Agreement

4.1. Blaudruck undertakes an obligation of best efforts in performing the Agreement and will execute it to the best of its knowledge and ability, with due care and expertise and in accordance with the standards of good workmanship. Given the nature of the services, Blaudruck cannot guarantee the achievement of any specific result.

4.2. The Agreement between Blaudruck and the Client is entered into for a fixed term, unless the nature of the Agreement indicates otherwise or the parties expressly and in writing agree otherwise.

4.3. Blaudruck shall deliver the goods and services at the time and location agreed upon.

4.4. Blaudruck performs its services during regular business hours, Monday through Friday from 09:00 to 17:30 (CET), excluding Dutch public holidays, unless otherwise agreed in writing.

4.5. The stated delivery or performance times are indicative only and are never of the essence, unless expressly agreed otherwise in writing.

4.6. If proper performance of the Agreement requires it, Blaudruck has the right to have certain work or deliveries carried out, in whole or in part, by third parties.

4.7. Blaudruck may deliver goods or perform work in parts. If it does so, Blaudruck may suspend subsequent parts until the Client has provided written approval of the previous phase.

5. Rates

5.1. Blaudruck invoices its work based on the number of hours worked per period and the hourly rate specified in the quotation, unless a fixed fee has been expressly agreed in writing.

5.2. At the Client's explicit request, Blaudruck may perform work outside regular office hours at 150 % of the agreed hourly rate, unless otherwise agreed in writing.

5.3. All prices stated or agreed by Blaudruck (in euros) are exclusive of travel and accommodation expenses, VAT, and other government-imposed taxes or levies, unless otherwise agreed in writing.

5.4. Shipping costs for goods are not included unless otherwise agreed in advance.

5.5. The Client cannot derive any rights from rates offered in the past for the same or a comparable Agreement.

5.6. Blaudruck is entitled to charge the Client for expenses and unforeseen cost increases necessary for performance of the Agreement, even if a fixed price was agreed. This includes, but is not limited to, the use of special software, license fees, or costs of engaging third parties. The Client will, where reasonably possible, be informed of such costs in advance in writing.

5.7. Blaudruck charges a fixed margin of 20% on all services purchased on behalf of the client, advertising space, media spend, and other external costs, unless otherwise agreed in writing.

6. Payment Terms

6.1. Blaudruck may require the Client to make a 100% advance payment. Work will commence only after receipt of the advance payment, unless agreed otherwise in writing.

6.2. Invoices may be issued in advance, periodically, upon completion of parts of the work, or after completion of the assignment, unless otherwise agreed in writing.

6.3. Invoices must be paid within 30 days of the invoice date by bank transfer to the account specified on the invoice. The Client is not entitled to set off any alleged claims against amounts owed to Blaudruck.

6.4. Questions or objections regarding an invoice must be submitted in writing and with reasons within 14 days of the invoice date, failing which the right to dispute lapses and the invoice is deemed unconditionally accepted.

6.5. If billing is periodic or per phase, Blaudruck may suspend subsequent work until outstanding invoices are paid in full.
If payment is not made on time, the Client is immediately in default and owes extrajudicial collection costs of at least 15 % of the amount due, with a minimum of € 150. In addition, the Client owes contractual interest of 5 % per month on the amount due, where part of a month counts as a full month.

6.6. The Client is not entitled to suspend any payment obligations under the Agreement for any reason whatsoever.

6.7. Blaudruck reserves the right to adjust its rates annually on 1 January. Any rate changes will be communicated to the Client in writing at least one month in advance. Such adjustment does not entitle the Client to terminate the Agreement.

7. Client Cooperation

7.1. The Client shall use its best efforts to provide full cooperation and shall always promptly provide Blaudruck with all data and information useful or necessary for proper execution of the Agreement.

7.2. The Client guarantees the accuracy, completeness and reliability of the information provided to Blaudruck, even if such information originates from third parties.

7.3. If execution of the Agreement is delayed because the Client has not fulfilled its obligations under Article 7.1 or because the information provided by the Client does not comply with Article 7.2, any resulting costs shall be borne by the Client.

7.4. If the Client fails to properly fulfil any of its obligations toward Blaudruck, the Client shall be liable for all damage incurred by Blaudruck, directly or indirectly, as a result.

8. Changes to the Agreement and Additional Work

8.1. The Client acknowledges that the project schedule may be affected if the parties agree during execution to expand or modify the scope, method, or nature of the work.

8.2. If interim changes to the assignment occur due to the Client — for example, due to new insights, late provision of data or personnel, or document delays — Blaudruck will make necessary adjustments to maintain service quality. If such changes result in additional work, these additional costs shall be charged to the Client.

9. Engaging Third Parties

9.1. Blaudruck is entitled to engage third parties for the performance of its obligations under an Agreement. Blaudruck may do so at its own initiative and without the Client's consent.

9.2. When engaging third parties on its own initiative, Blaudruck remains fully responsible for the proper execution of its obligations under the Agreement.

9.3. Any additional costs associated with engaging third parties shall be borne by the Client. Blaudruck will inform the Client in advance about such additional costs whenever possible.

9.4. If the Client explicitly requests Blaudruck to engage certain third parties and Blaudruck agrees in writing, it shall take reasonable measures to ensure proper performance. However, Blaudruck shall not be liable for the performance of such third parties. The Client shall enter into an agreement with such third parties in its own name.

10. Retention of Title

10.1. All products delivered by Blaudruck remain the property of Blaudruck until full payment has been received for all amounts owed by the Client to Blaudruck at the time of delivery, on any grounds whatsoever, including interest and costs.

10.2. All products delivered by Blaudruck may not be resold.

11. Samples, Models, Examples and Concepts

11.1. If Blaudruck shows or provides models, samples, examples, images or other materials, this is done merely as an indication, and no rights may be derived from them. The actual characteristics of the goods or services to be delivered may therefore differ from those shown, unless Blaudruck has expressly confirmed in writing that delivery shall conform to what has been shown or provided.

12. Intellectual Property Rights

12.1. Without prejudice to the provisions of Article 17 (Confidentiality), Blaudruck retains all intellectual property rights relating to the services and products it provides (including documentation).

12.2. All materials provided by Blaudruck — such as advice, designs, methods, and other intellectual works — are intended solely for use by the Client and may not, without prior written consent from Blaudruck, be reproduced, published, or disclosed to third parties in any way, whether directly or through third parties.

12.3. Blaudruck reserves the right to use knowledge gained and works produced during execution of its services for other purposes — including, but not limited to, portfolio presentation or publication on its website — provided that no confidential information is disclosed to third parties.

13. Warranty

13.1. Blaudruck guarantees the soundness of the goods it supplies and/or makes available and undertakes to perform the Agreement with due care, expertise and in compliance with required certifications. It is essential that the Client follows all instructions provided by Blaudruck. Failure to do so voids any warranty or claim.

13.2. If the Client suspects, or could reasonably suspect, that goods supplied by Blaudruck may have a harmful effect due to any event, the Client must notify Blaudruck in writing without delay — and in any case within 24 hours — failing which all rights and claims shall lapse.

14. Complaints

14.1. The Client must inspect delivered goods or services immediately upon receipt to determine whether they have been supplied or performed in accordance with the Agreement. Complaints regarding delivered goods or services must be submitted to Blaudruck in full, clearly described, and within 3 days after delivery, or within 14 days after the Client could reasonably have discovered the defects. Failure to do so will void the Client's right to complain.

14.2. The Client must allow Blaudruck the opportunity to investigate any complaint.

14.3. Unless the Client proves that it has followed all instructions provided by Blaudruck, a complaint possibly resulting from failure to comply with such instructions will not be processed. The same applies where the Client may not have fulfilled its obligations under Articles 13.1, 7.1, or 7.2. The burden of proof rests entirely with the Client.

14.4. Blaudruck does not guarantee that goods are suitable for the purpose for which the Client intends to use them, even if that purpose has been made known to Blaudruck, unless expressly agreed otherwise in writing.

14.5. If a complaint proves unfounded, all related costs, including investigation costs, shall be borne by the Client.

14.6. All claims or rights of action against Blaudruck, of whatever nature, expire three (3) months after they arise.

15. Force Majeure

15.1. In the event of force majeure on the part of Blaudruck, all obligations of Blaudruck arising from the Agreement and related legal acts are suspended.

15.2. For the purposes of these General Terms and Conditions, “force majeure” includes, in addition to what is understood by law and case law, all circumstances beyond the control of Blaudruck which are not reasonably foreseeable and which prevent Blaudruck from fulfilling its obligations in whole or in part. Such circumstances include, but are not limited to: war, strikes, riots, pandemics or outbreaks, illness of its own personnel or third parties engaged, staff shortages, fire, technical or business interruptions or closures at Blaudruck or at external parties engaged by it, government measures imposed on Blaudruck or third parties on which Blaudruck depends, border closures, insufficient or incorrect information provided, or lack of cooperation.

15.3. If, at the time force majeure occurs, Blaudruck has already partially fulfilled its obligations and the fulfilled part has independent value, Blaudruck is entitled to invoice that part separately. The Client is obliged to pay this invoice as if it concerned a separate Agreement.

15.4. If the situation of force majeure lasts three months, or if it becomes apparent that it will last longer than three months, either party may terminate the Agreement without notice and without compensation, provided that such termination is no longer possible once the obligation whose performance was temporarily prevented has been fulfilled.

16. Liability and Indemnification

16.1. Blaudruck undertakes an obligation of best efforts. It performs assignments to the best of its knowledge and ability. Blaudruck can never be held liable for failure to achieve specific results.

16.2. Blaudruck is only liable for damage resulting from intent or deliberate recklessness on the part of Blaudruck.

16.3. Liability is limited to compensation for direct damages suffered by the Client up to a maximum of the amount of the Agreement between Blaudruck and the Client. For assignments with a term exceeding six (6) months, liability is further limited to the amount invoiced during the last six (6) months, calculated from the date of the notice of liability.

16.4. The maximum amount payable in damages shall never exceed the amount paid out by Blaudruck’ insurance company.

16.5. “Direct damages” shall mean only the reasonable costs incurred by the Client to remedy or mitigate the breach by Blaudruck, so that its performance complies with the Agreement, as well as reasonable costs to prevent or limit such damage and to determine the cause and extent thereof.

16.6. Blaudruck shall not be liable for any indirect or consequential damages, including but not limited to loss of profit, missed savings, or business interruption.

16.7. The Client shall indemnify and hold Blaudruck harmless from and against all third-party claims, including reasonable costs of defense, arising in any way from work performed for the Client.

16.8. If the Client provides imagery or other materials (including but not limited to photos or illustrations) for use in the assignment, the Client guarantees that such material is free of third-party rights and may be freely used and published. Blaudruck accepts no liability for any infringement of copyright, portrait rights, or other rights arising from such materials. Any third-party claims related to the use of such materials shall be fully recovered from the Client, who shall indemnify Blaudruck against all related damages, costs, or liabilities.

16.9. Blaudruck shall not be liable if the Client is able to claim compensation directly from its own insurer or a third party’s insurer.

16.10. If Blaudruck engages a third party to perform an Agreement, that third party shall indemnify Blaudruck against any third-party claims, including those of the Client, such as claims based on

Article 6:171 of the Dutch Civil Code (vicarious liability). Blaudruck shall not be liable for any damage caused by third parties engaged by it.

17. Suspension, Termination and Cancellation of the Agreement

17.1. An Agreement concluded for a fixed term cannot be terminated prematurely by either party.

17.2. An Agreement concluded for an indefinite term may be terminated by either party.

17.3. The notice period for both parties is at least one (1) calendar month.

17.4. Termination must always be made in writing.

17.5. Each Agreement may specify when and under what conditions it may be renewed.

17.6. If the Client terminates the assignment in whole or in part, the work and/or goods already prepared, ordered or performed shall be invoiced to the Client based on the agreed rate.

17.7. Blaudruck is entitled to suspend its obligations or terminate the Agreement if the Client fails to fulfil its obligations, fails to do so on time or in full, or if circumstances arising after the conclusion of the Agreement give good reason to fear that the Client will not fulfil its obligations.

17.8. Blaudruck may also terminate the Agreement if performance becomes impossible or if circumstances arise making unaltered continuation of the Agreement unreasonable.

17.9. If Blaudruck suspends or terminates the Agreement, it shall not be liable for any damages or costs arising in any way as a result.

17.10. If the parties have agreed that work will be carried out in phases, Blaudruck may suspend subsequent phases until the Client has provided written approval of the results of the preceding phase.

17.11. If termination is attributable to the Client, Blaudruck is entitled to compensation for all resulting damages and costs, both direct and indirect.

17.12. If the Client fails to meet its contractual obligations and such failure justifies termination, Blaudruck may terminate the Agreement immediately without any obligation to pay damages or compensation, while the Client remains obliged to pay compensation for default.

17.13. In the event of liquidation, (application for) suspension of payments or bankruptcy, seizure (not lifted within 3 months), debt restructuring or any other situation preventing the Client from freely disposing of its assets, Blaudruck may terminate the Agreement immediately without any obligation to pay compensation. In such cases, all claims by Blaudruck against the Client become immediately due and payable.

18. Confidentiality

18.1. Both Blaudruck and the Client shall maintain confidentiality regarding all confidential information obtained from each other or from other sources in the context of the Agreement. Information shall be considered confidential if it has been designated as such by the other party or if the nature of the information clearly indicates its confidential character, including but not limited to technical, commercial, financial, and legal information.

19. Final Provisions

19.1. All legal relationships with Blaudruck are governed exclusively by Dutch law.

19.2. For international contracts, the applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG, “Vienna Sales Convention”) is expressly excluded.

19.3. Any disputes between Blaudruck and the Client arising from the Agreement or related legal acts shall be submitted exclusively to the competent court in the Netherlands, district of Amsterdam.

19.4. Blaudruck reserves the right to amend these General Terms and Conditions. The most recently filed version shall always apply. A copy of the amended General Terms and Conditions will be provided to the Client in writing or electronically.