

General Conditions for Designers

Definitions

For the purpose of these general conditions the following terms have the meanings given here, unless otherwise expressly stated or if the context should otherwise require:

a. Trezzle:

- the user of these terms and conditions;
- is located at Rijnkade 142, Arnhem;
- is part of MBFH, registered at The Netherlands Chamber of Commerce (Kvk number 09145853).

b. Contractor: any natural person or legal entity with whom Trezzle enters into agreement.

c. Agreement: the work contract between the contractor and Trezzle for the purpose of creating designs.

Taking into consideration that:

- Trezzle plans to issue orders to the contractor for the design of prints for products on a regular basis;
- There is emphatically no intention of a contract of employment between the parties;
- The design to be printed will be created according to the instructions given by Trezzle;
- Parties may wish to further adjust their existing legal relationship in the following terms and conditions.

Article 1: Applicability

1.1 The mutual agreements between the parties as provided in this Agreement are fully applicable for all work commissioned by Trezzle to the Contractor.

1.2 Any conditions maintained or stated by the Contractor expressly do not apply to work orders commissioned by Trezzle.

Article 2 Commencement and cancellation

This Agreement enters into force upon receipt of the registration form and will continue for an unspecified time. Either party may terminate the Agreement subject to a reasonable term of notice.

Article 3 Assignment of work orders

Work orders will be assigned in writing via post or e-mail.

Article 4 Nature of the activities

4.1 The activities to be carried out by the Contractor for Trezzle encompass the designing of logos, patterns, illustrations and such like on an order basis, for printing on products that Trezzle will sell via a web shop.

4.2 Trezzle is under no obligation to provide the Contractor with assignments.

4.3 The Contractor is under no obligation to accept assignments from Trezzle.

Article 5 Conduct of business

5.1 The Contractor will carry out the activities to the best of his/her abilities and correctly execute and complete assignments in a timely manner. The parties will agree to a delivery schedule beforehand. In the event of non-compliance by the Contractor, Trezzle can, within all reasonableness, suspend its obligations and/or take further measures such as dissolution or demand compensation.

Article 6 Payment

6.1 Payment may either be:

- a negotiated amount per product sold on which the commissioned work is printed, or
- a fixed amount.

6.2 In the event that the Contractor receives payment based on per product sold on which the commissioned work is printed, then the Contractor can login on the Trezzle website and check how many products carrying the commissioned work have been sold. If Trezzle is unable to sell any products on which the commissioned work is printed, then the Contractor is not entitled to any compensation. Trezzle retains the right at all times to decide whether or not to continue printing products with the commissioned work.

6.3 Whether the Contractor receives payment for each product sold or a fixed amount for the commissioned work, the level or amount of the compensation will be agreed to when granting the assignment to the Contractor.

6.4 Trezzle will send a monthly credit note to the Contractor.

Article 7 Obligations of the Contractor

The Contractor agrees to carry out the work in the independent exercise of his/her profession or business. The Contractor has a valid VAR-wuo statement (Declaration of Employment Relationship – profit from own company) from the tax office.

Article 8 Competition clause

8.1 The Contractor shall refrain from undertaking active or passive initiatives to form service connections with customers of Trezzle under whatever name or form, or to work directly or indirectly for customers of Trezzle and/or one or more affiliated companies, until one year after the termination of this Agreement, unless the Contractor has received written permission from Trezzle to do so, and for which permission Trezzle may attach conditions.

8.2 In the event of violation of paragraph 1 of this article, the Contractor will be liable for a directly claimable fine of € 5000 (five thousand euro's) payable to Trezzle for each violation, and this without prejudicing the right of Trezzle to claim full compensation for damages.

Article 9 Intellectual Property

9.1 Unless explicitly agreed otherwise in the assignment, all intellectual property rights, with respect to work that Trezzle commissions the Contractor to carry out, remain vested with Trezzle. These rights are transferred on the grounds of this agreement by the Contractor to Trezzle; the transfer will go into effect, and will be accepted by Trezzle now as for then, immediately upon the emergence of such rights. The transfer concerns the entire copyright on the work. Accordingly, Trezzle has the right to distribute, publish, reproduce, and multiply the commissioned work, as well as retaining the right to transfer the intellectual property rights to third parties.

9.2 In the event that the protection of intellectual property rights on the work commissioned, such as logos, patterns, texts, illustrations, is obtained through registration or application from the thereto competent bureau, then Trezzle will only be entitled to proceed with such registration or application.

9.3 The Contractor declares that the work produced under commission has been designed by himself / herself, and declares that the work delivered does not contravene any legal requirements and protects the rights of third parties. The Contractor shall indemnify Trezzle for claims in respect to third parties or, as the case may be, for the direct and indirect consequences, both financial and otherwise, from the publication or reproduction of the forthcoming work.

Article 10 Waiver of rights and objections

The Contractor will not object if Trezzle or other entitled parties make changes to the work produced. The Contractor shall expressly waive his right to object to the publishing of the work without the mention of his name and to his right to object against changes to the work, as described in article 25 (paragraph 1, statements a to c) of the Auteurswet (Copyright law).

Article 11 Miscellaneous topics

11.1 If any provision of this agreement is declared void or not binding, it shall not affect the remaining provisions. Should any provision of this Agreement be declared invalid or ineffective, then such provision will be replaced by a rule or regulation that is similar as much as possible.

11.2 The parties will endeavour to amicably resolve any disputes relating to the implementation of this Agreement.

11.3 Amendments to this Agreement will be valid and effective only if agreed in writing.

11.4 All disputes related to agreements between the Contractor and Trezzle are to be submitted to the competent court in the district where Trezzle is established.

Article 12 Dutch Law

This Agreement is governed by the law of The Netherlands.