

GENERAL TERMS AND CONDITIONS OF Since '88 B.V.**Article 1. Terms and definitions**

In these general terms and conditions, the following terms will have the following meanings, unless expressly stated otherwise:

Since '88: Since '88 B.V., the user of these general terms and conditions, registered with the Chamber of Commerce under number 69179727.

Client: the person or business issuing the order for the activities, or the co-contracting party of Since '88.

Agreement: The agreement by which Since '88 undertakes towards the Client that it will perform or arrange the performance of activities.

Project/Projects: the services provided by Since '88 and goods associated with these services. These include, among other things, the video productions, concept and communication advice and other multimedia products, all this in the broadest sense, as laid down in the Agreement and any documents declared applicable in it.

Activities: the performance of services, the provision of advice as referred to above and/or the supply of goods, without any subordination and without there being an employment relationship, all this in the broadest sense and as specified in the order confirmation or quotation.

Terms and Conditions: these general terms and conditions of Since '88.

Article 2. General provisions

1. The Terms and Conditions apply to all legal relationships, including each proposal and quotation and all agreements concluded and services performed by Since '88, and to the Agreement between Since '88 and the Client, insofar as the parties have not expressly deviated from these Terms and Conditions in writing.

2. If any provision of these Terms and Conditions should be wholly or partly void or voided, the remaining provisions of these Terms and Conditions will remain in full force. In that case, Since '88 and the Client will hold consultations in order to agree on new provisions to replace the void or voided provisions, whereby the tenor and purport of the original provisions will be taken into account as much as possible.

3. If Since '88 does not constantly demand strict compliance with these Terms and Conditions, this will not mean that the provisions contained therein do not apply, or that Since '88 would to any degree lose the right to demand strict compliance with the provisions of these Terms and Conditions in other cases.

4. Any deviations from these Terms and Conditions will only be valid if they have been expressly agreed in writing and will only apply in respect of the specific Agreement to which the deviations relate.

5. Since '88 expressly rejects the applicability of the general terms and conditions or any other conditions of a general nature on the Client's part.

6. In the event that any provisions of these Terms and Conditions are inconsistent with provisions contained in the Agreement, the text and content of the Agreement will prevail. The Dutch text of the Terms and Conditions will always be decisive for their interpretation.

Article 3. Formation of the Agreement

1. The quotations and proposals issued by Since '88 are free of obligation and revocable, unless stated otherwise in writing.

2. If the service or the good to which the quotation or proposal relates has become unavailable in the meantime, the Client will be unable to derive any rights from this quotation or proposal.

3. Since '88 can make the offer to conclude an Agreement either verbally or in writing. This offer will be based on the information provided for that purpose by the Client, whereby Since '88 may rely on the correctness and completeness of this information. If this information turns out to be incorrect or incomplete, the Client will be unable to derive any rights from an (accepted) quotation or proposal. Likewise, Since '88 cannot be held to its quotation or proposal if the Client can or should reasonably understand that the quotation or proposal, or an element thereof, contains an obvious mistake or clerical error.

4. The Agreement will be formed:

a) when the Client has accepted a proposal or quotation issued by Since '88 in unchanged form either verbally or in writing; or

b) when the Client has signed and returned a quotation or order confirmation drawn up by Since '88 and sent to the Client; or

c) if the offer referred to in Paragraph 3 of this article was issued verbally, or if the signed order confirmation has not been returned yet, at the moment when Since '88, at the Client's request, has started the

performance of the Activities, whereby the order confirmation drawn up by Since '88 (if any) will determine the content of the Agreement.

5. The provision of information or material by the Client to Since '88 for the purpose of the performance of the Activities is considered equivalent to the submission of a request as referred to in Paragraph 4(c) above.

6. The documents, drawings, technical specifications, designs and calculations pertaining to the quotation or proposal that were produced by or on the instructions of Since '88 are and will remain the property of Since '88. They may not be made available or shown to third parties without the express consent of Since '88. Likewise, they may not be copied or multiplied in other ways without the consent of Since '88. If no Agreement is formed, the documents referred to in this provision must be returned to Since '88 postage paid within 14 days of a request to that end from Since '88.

Article 4. Implementation of the Agreement

1. All the services of Since '88 are performed on the basis of a best-efforts obligation, unless and insofar as Since '88 has expressly promised a result in the Agreement and the result concerned has also been described in a sufficiently precise manner.

2. If and insofar as the proper implementation of the Agreement requires this, Since '88 will be entitled to outsource particular activities to third parties. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code (*Burgerlijk Wetboek*) is expressly excluded.

3. Since '88 will not be liable for losses resulting from failures on the part of third parties engaged. Each order to Since '88 entails the authority to accept any limitations to the liability of third parties also on the Client's behalf.

4. The Client will ensure that all data which Since '88 identifies as necessary, or which the Client should reasonably understand to be necessary, for the implementation of the Agreement, is provided to Since '88 in good time.

5. After receiving the requisite data, texts and/or footage, Since '88 will start the implementation of the Agreement as soon as possible. If the data necessary for the implementation of the Agreement has not been provided to Since '88 in time, Since '88 will have the right to suspend the implementation of the Agreement and/or to pass on the additional costs arising from the delay to the Client.

6. An implementation period specified by Since '88 will be an indication only, unless different arrangements are made in writing. If a particular implementation period has been agreed, this period will not start until after the Client has made the data necessary for the implementation of the Agreement available to Since '88. If Since '88 should be unable to fulfil its obligations within an agreed period, Since '88 can be declared in default only in writing, whereby Since '88 will be given a period of at least 14 days in which to meet its obligations after all.

7. If the parties agreed that the Agreement will be implemented in phases, Since '88 may suspend the implementation of those elements pertaining to a subsequent phase until the Client has approved the results of the preceding phase in writing.

8. Goods to be supplied will be shipped in the manner indicated by Since '88. If the Client wants to receive a shipment in a different manner, for example by fast or express shipping, the additional costs associated with this will be payable by the Client.

Article 5. Amendment of the Agreement

1. If it appears before the start of the Activities or during the implementation of the Agreement that proper implementation requires amendments or additions to the Agreement and the Activities to be performed as set out therein, the parties will adjust the Agreement accordingly in good time and in consultation.

2. If proper implementation requires amendments or additions to the Agreement, Since '88 will be entitled to postpone implementation until the parties have reached agreement about all amendments and/or additions, including the moment of completion of the Activities, the remuneration and other conditions. Non-implementation or delayed implementation of the amended Agreement will not constitute a breach of contract on the part of Since '88 and will not be a ground for the Client to suspend, cancel or terminate the Agreement.

3. Article 4(7) of these Terms and Conditions will apply by analogy if the Agreement has been amended or supplemented as referred to in this article and this results in the implementation period being exceeded.

Article 6. Fees

1. The prices stated in a quotation or proposal are denominated in euros and exclude VAT and other government levies, as well as any costs to be incurred in the context of the Agreement, including travel and subsistence expenses, shipping costs and administrative charges, unless indicated otherwise.

2. The eventual fee, and thus the amount owed by the Client to Since '88, will be charged to the Client through invoices based on subsequent costing, with the fee being determined in accordance with the hourly rate and the total amount of time spent by Since '88, as well as costs incurred, unless a fixed amount has been expressly agreed in writing. The VAT will in any case be payable by the Client, while any advance payments and deposits will be offset against the final invoice.

3. Since '88 will be entitled at all times to ask the Client for a reasonable advance payment on the eventual fee to be expected, amounting in any case to the fee for Activities (still) to be performed. Since '88 will be entitled to suspend the start of the Activities until the advance payment has been made or until sufficient security has been furnished in this respect. If the Agreement represents a value of more than EUR 1,500, or if Since '88 needs to rent materials, purchase printed matter or pay costs in other ways to third parties during the implementation of the Agreement, the Client will be obliged to pay a deposit of 50% of the total amount of the Agreement within 14 days after the formation of the Agreement and an invoice to this end from Since '88.

4. Since '88 will be entitled to increase the agreed (fixed) amount and/or the (expected) fee as specified in its quotation or proposal if it appears during the performance of the Activities that the requisite amount of work exceeds the amount estimated at the time when the Agreement was concluded to such an extent, that Since '88 cannot reasonably be expected to perform the Activities for the fee originally agreed.

5. In addition, Since '88 will be entitled to increase the agreed (fixed) amount and/or the (expected) fee as specified in its quotation or proposal in the event that such an increase arises from a right or obligation under the laws or regulations or is due to a rise in costs, including wages, or other grounds that could not reasonably be foreseen at the time when the Agreement was concluded. In that case, the Client will not be entitled to terminate the Agreement on account of the increase.

6. All travel and subsistence expenses and costs of buying off performing rights are regarded as additional costs and will not be part of the quotation. These costs will be added separately to the final invoice referred to in Paragraph 2 of this article. Since '88 is not obliged to submit the physical receipts relating to these costs to the Client. Since '88 will provide the Client with a summary of the costs incurred, together with the final invoice. Since '88 applies a kilometre allowance of EUR 0.30 per km, unless agreed otherwise.

7. The Client is obliged to reimburse all the expenses reasonably incurred by Since '88 during the execution of the order or for the purpose of the Project.

8. Apart from the eventual fee for the Activities of Since '88, the Client will also have to pay the invoices relating to expenses and/or third parties engaged, including the VAT owed on these amounts, either per phase or after the completion of the Activities. If possible, Since '88 will include these costs in the final invoice.

9. With regard to the fees quoted and/or agreed, the Client will owe 50% of the wage costs and 25% of the equipment costs if the Client cancels the Agreement within 24 hours of the start of the Activities. The costs of cancelling the materials and other kinds of equipment rented and the third parties engaged by Since '88 must be borne by the Client in full and in accordance with the terms and conditions of the party concerned.

10. Insofar as Since '88 includes additional costs, in the broadest sense, in the quotation or proposal, these amounts will only be estimates from which the Client cannot derive any rights.

Article 7. Payment

1. Payment must always be effected within 30 days of the invoice date. Since '88 may issue instructions on the manner in which the Client must effect payment. The aforesaid payment term will count as a term as referred to in Section 6:83(a) of the Dutch Civil Code within which the obligation must be fulfilled.

2. The Client will never be entitled to offset the amount owed to Since '88, unless the Client's claim has been acknowledged by Since '88 or has been ascertained at law.

3. Objections to the amount of an invoice will not suspend the payment obligation. If the Client cannot invoke Part 6.5.3 of the Dutch Civil Code (Sections 231 to 247 inclusive of Book 6), the Client may not suspend the payment of an invoice for a different reason either.

4. If the Client fails to fulfil its obligations (in time) or is in default, all reasonable costs incurred to obtain settlement out of court will be payable by the Client, comprising in any case the extrajudicial collection costs calculated in accordance with the Extrajudicial Collection Costs (Standards) Act (*Wet normering buitengerechtelijke incassokosten*), which is known as the 'BIK graduated scale'.

Article 8. Duration and termination of Agreements

1. The Agreement is concluded for a definite period, unless it follows from the nature or purport of the order issued that it was concluded for an indefinite period.

2. The Client and Since '88 will be entitled at all times to end an open-ended Agreement through notice of termination. Such notice must be given by registered post and with due observance of a notice period of one month.

3. A fixed-term Agreement cannot be terminated prematurely, unless urgent circumstances exist under which the Client or Since '88 can no longer be reasonably expected to continue the Agreement. This must be communicated to the other party in writing, whereby reasons must be stated. The foregoing will not affect the Client's obligation to pay the full fee agreed.

4. If the Client terminated all or part of the Agreement prematurely in accordance with the previous paragraphs with mutual consent, Since '88 will be entitled to compensation as stipulated in Section 7:764 of the Dutch Civil Code. Insofar as the Agreement does not involve contracting work, Since '88 will be entitled to compensation for the underutilisation loss it sustained and for additional costs which it reasonably had to incur on account of the early termination of the Agreement. This provision will apply by analogy in the event that the Agreement is amended in the interim and the amendment concerns a reduction of the Activities to be performed by Since '88.

5. In the event that either party is declared bankrupt, applies for a moratorium or ceases its business operations, the other party will be entitled to terminate the Agreement with immediate effect, all this without prejudice to any of its rights.

6. Since '88 will be entitled to suspend fulfilment of its obligations or terminate the Agreement:

a) if the Client fails to fulfil its obligations under the Agreement, or fails to do so in full or in time; or

b) if circumstances have come to the attention of Since '88 since the conclusion of the Agreement that constitute good grounds to fear that the Client will not (be able to) fulfil its obligations; or

c) if, at the time when the Agreement was concluded, the Client was requested to furnish security for the fulfilment of its obligations under this Agreement, and such security has not been furnished or is inadequate.

7. In addition, Since '88 will be entitled to suspend the handover of Projects, documents or other items to the Client or third parties until the moment when all due and payable claims against the Client have been paid in full.

8. If the progress in the execution or delivery of a work to be delivered by Since '88 is delayed by a failure on the Client's part or by force majeure, Since '88 will be able to charge the full amount agreed, without prejudice to its right to claim compensation for further costs, losses and interest.

9. If the Agreement is terminated, the claims of Since '88 against the Client will become immediately due and payable.

Article 9. Voice-over rights and performing rights

1. If one or more voice-overs (i.e. recorded voices) should be used, the costs of this will fall under the additional costs that are, in principle, not part of the quotation. Unless agreed otherwise in writing, Since '88 will include these costs in the final invoice.

2. If a fee must be paid to a collecting society such as Buma/Stemra, SENA, Stichting SYNC or a comparable organisation for the copyrights and/or rights of use in respect of music used in a video production or online communication, the Client will pay this fee. The Client will be ultimately responsible at all times for the registration, funding and payment of such copyright fees. These fees count as additional costs that are not part of the quotation. On request, Since '88 may provide an estimate of these costs, but no rights can be derived from this estimate. Since '88 will invoice the actual costs, determined by the collecting society, to the Client retrospectively.

Article 10. Liability

1. Since '88 will perform its Activities to the best of its ability and, in doing so, exercise the due care that may be expected from Since '88. If Since '88 makes an error because the Client provided incorrect or incomplete information or failed to pass on changes to this information in time, Since '88 will not be liable for the losses resulting from this.
2. Since '88 will not be responsible or liable for the content of promotional material supplied by the Client.
3. The Client will be liable for any and all losses sustained by Since '88 owing to an imputable failure on the Client's part to fulfil its obligations arising from the Agreement and these Terms and Conditions.
4. The Client must immediately inform Since '88 in writing of changes to the Client's data. If the Client fails to do so, the Client will be liable for any losses sustained by Since '88 as a result of this.
5. In the event of an imputable failure in the performance of the Agreement on the part of Since '88, Since '88 will be liable only for alternative compensation, i.e. payment of the value of the performance not delivered.
6. In all cases, the liability of Since '88 will be limited to the fee which Since '88 received or was to receive for its Activities in the context of the Agreement. With regard to agreements with a turnaround time of more than six months, liability will be limited to a maximum of the fee which the Client owes Since '88 for the last six months.
7. The total liability of Since '88 will be limited to the amount paid out in the case concerned under the relevant insurance taken out, increased by the amount of the excess. Since '88 may offset the loss compensation payment against the invoices not paid by the Client and the interest and costs resulting from such non-payment.
8. The aforesaid limitations of liability will not apply in the event of gross negligence or wilful misconduct on the part of Since '88 or its senior staff.
9. Since '88 will not be liable for losses caused by persons engaged by Since '88 on the Client's instructions in the context of the performance of the Activities.
10. Since '88 will not be liable for indirect and/or consequential losses, including but not limited to lost profits, business interruption costs, loss of business contacts due to reasons such as delay, loss of data, goodwill, failure to meet a delivery deadline and/or defects found.
11. The Client indemnifies Since '88 against all claims alleged and exercised against Since '88 by third parties for compensation of losses sustained, costs incurred, profits lost and other expenses in any way relating to and/or arising from the implementation of the Agreement by Since '88 and Projects delivered. In particular, the Client indemnifies Since '88 against third-party claims in respect of copyrights and/or performing rights. It is up to the Client to check whether cinematographic and/or musical works infringe the rights of third parties.
12. After the lapse of 12 months, counting from the day of the provision of the advice and/or the completion or delivery of works in implementation of the Agreement, any right of the Client towards Since '88 with regard to losses arising due to any failures and/or errors by Since '88 in the implementation of the Agreement will become time-barred.

Article 11. Force majeure

1. In these general terms and conditions, the term 'force majeure' is understood to mean, in addition to the interpretation given to this term in law and case law, all external causes, both foreseen and unforeseen, which are beyond the control of Since '88 but which prevent Since '88 from meeting its obligations, including but not limited to the inability to comply with the Agreement due to an impediment on the part of third parties engaged by Since '88, as well as the inability of Since '88 to comply with the Agreement on account of sickness, strikes, breakdowns in power supplies, traffic disruptions, disruptions in transport and postal and/or telecommunication services, breakdowns in networks and infrastructure and computer break-ins.
2. Since '88 may suspend its obligations under the Agreement for the duration of the force majeure situation. If this period lasts longer than two months, either party will be entitled to terminate the Agreement, without being obliged to pay compensation to the other party.
3. Insofar as Since '88 has fulfilled a part of its obligations under the Agreement by the time when the force majeure occurs or will be able to do so, and the part fulfilled or to be fulfilled has independent value, Since '88 will be entitled to issue a separate invoice for the part already fulfilled or to be fulfilled. The Client will be obliged to pay this invoice.

Article 12. Complaints

1. The Client is obliged to investigate within a reasonable period of no more than one month after delivery or completion whether Since '88 properly complied with the Agreement and, following this investigation, complain about the services/goods supplied where applicable.
2. The Client must submit complaints about the services/goods supplied to Since '88 in writing, describing the failure in the greatest possible detail. If this communication is not made, or is not made in time, the Client will no longer be able to invoke faults in the performance of the Activities by Since '88 and/or claim compensation for losses that might be the result of this.
3. Compliance with the Agreement will count as proper between the parties if the Client failed to conduct the investigation or make the communication as referred to in this article in time.
4. The performance delivered by Since '88 will in any case count as proper between the parties if the Client has put into use, modified or processed all or part of the product delivered, supplied all or part of the product delivered to third parties or arranged for third parties to put it into use, modify or process it, or arranged for the product delivered to be supplied to third parties, unless the Client complied with the provisions of Paragraphs 1 and 2 of this article.

Article 13. Secrecy

1. The parties are obliged to observe secrecy towards third parties in respect of confidential information obtained in the context of the implementation of the Agreement, unless any statutory provision, regulation or other rule obliges them to disclose this information, or the information is already in the public domain or accessible to third parties. The parties may grant each other dispensation in this respect. Information is considered to be confidential if it has been designated as such by the other party or if this follows from the nature of the information.
2. Except with the Client's written consent, Since '88 is not entitled to use the information made available to it by the Client for a purpose other than that for which it was obtained. However, this provision will not apply in the event that Since '88 acts on its own behalf in disciplinary, civil or criminal proceedings in which this information may be relevant.
3. The Client will not provide third parties with the content of reports, works, advice or other written or verbal communications from Since '88, unless there is any statutory provision, regulation or other rule which obliges the Client to disclose such information, or Since '88 has granted its prior consent to such disclosure.

Article 14. Retention of title and items owned by the Client

1. All Projects, goods or results of services accomplished or delivered by Since '88 in the context of the Agreement will remain the property of Since '88 until the amounts owed by the Client have been paid in full.
2. Since '88 will retain the cinematographic images or other works made for the Client for a maximum period of one year. Since '88 may store the cinematographic images or other works for a longer period on payment of an additional fee to be further agreed.
3. Since '88 will hold the items entrusted to it by the Client for the purpose of compliance with the Agreement with the care that befits a good custodian. However, Since '88 will not be liable for damage to the items entrusted to it and files stored.
4. Since '88 will not be responsible for the loss of cinematographic images or other works due to unforeseen circumstances, including but not limited to computer crashes, fire and burglary, or other unforeseen situations. Likewise, Since '88 will not be liable for damage to the items entrusted to it and files stored.

Article 15. Intellectual property

1. Since '88 reserves the rights and powers to which it is entitled under the Copyright Act (*Auteurswet*) and intellectual property rights in respect of Projects delivered by Since '88, such as video productions, ideas put forward, images, concepts, illustrations or (trial) designs, etc. Therefore, these items may not be multiplied, reproduced or modified without the written consent of Since '88.
2. It is possible to buy off copyrights in consultation with Since '88. In exchange for a licence fee, also known as a royalty, a format may be agreed which the Client is free to use.
3. By issuing an order for the use, multiplication or reproduction of subject matter protected by the Copyright Act or any other intellectual property right, the Client declares that no copyright or industrial property right of third parties is being infringed and indemnifies Since '88 at law and otherwise against all consequences arising from such use, multiplication or reproduction.

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4. Unless expressly agreed otherwise in writing, the order will not comprise the conduct of an investigation into the existence of third-party intellectual property rights, such as patent rights, trademark rights, drawing or design rights, copyrights and portrait rights. The same applies to any investigation into the options to protect the work delivered by Since '88.

5. Since '88 will be entitled at all times to attach its name to a Project or remove its name from a Project, or to arrange for this to be done, unless this is not in keeping with the nature of the Project. The Client will not put the Project into production, release or multiply the Project without stating the name of Since '88.

6. Since '88 licenses the Client to use the Project for and in accordance with the purpose agreed at the time of the order, or the plans demonstrably announced to Since '88 prior to the conclusion of the Agreement.

7. The licence is granted on condition that the Client meets its financial obligations in full. The licence will apply exclusively to the use of the relevant Project or work by the Client itself or its legal successors, which use will be limited to the Netherlands unless expressly agreed otherwise. If the Client uses the Project or work outside the Netherlands without consent, the Client will owe Since '88 a fee that is customary in the industry.

8. The costs of obtaining licences from third parties that are required for the implementation of the Agreement will be payable by the Client. Examples include fonts, software, corporate style elements, photographs, videos, stock images and compositions.

9. In principle, the Client will be responsible for settling the portrait rights of extras, interviewees or other persons or entitled parties in connection with a video production. The same applies to the image right pertaining to, for example, buildings, works of art or locations. The costs of registering and buying off these rights will be payable by the Client and will be invoiced additionally, unless agreed otherwise. The quitclaims arranged or the extra release agreements concluded by Since '88 in this context will apply only for the duration of the prearranged period and the renewal, extension or adjustment of these quitclaims or agreements may be accomplished only by Since '88.

10. Both Since '88 and the Client have the right to release and/or multiply a Project or video production (or arrange its multiplication) for the purpose of its own promotion on, for example, a show reel, the Internet, a retrospective, film festival or similar manifestation, or for the purpose of events and media aimed at demonstrating and promoting the activities, products or services of the Client and/or Since '88, without this requiring prior consent and without the need to pay any fee in this respect. More specifically, Since '88 will be free to make a 'director's cut' of the footage shot in the context of the Agreement and to release this director's cut. Any deviations from the foregoing must be agreed expressly and in writing.

11. However, the use by Since '88 referred to in the previous paragraph will only be possible after the Project or video production has already been released. If the Project or the film is no longer suitable for screening, the Client will notify Since '88 of this in writing. In that case, Since '88 will no longer be entitled to screen the video production for the above purposes.

Article 16. Privacy

1. By concluding the Agreement, the Client grants Since '88 consent to process his or her personal data for the purpose of the implementation of the Agreement and the administration of Since '88. This personal data will be accessible only to Since '88 and will not be provided to third parties, unless Since '88 is obliged to do so pursuant to the law or a court ruling, or this is required for the correct implementation of the Agreement.

2. Insofar as Since '88 processes personal data for the benefit of the Client, Since '88 will do so as the processor of personal data within the meaning of the Personal Data Protection Act (*Wet bescherming persoonsgegevens*). The Client will fulfil all the obligations applying to him or her as the controller within the meaning of the Personal Data Protection Act in respect of this data processing, and indemnifies Since '88 against any action based on non-fulfilment of these obligations.

3. Since '88 will implement appropriate technical and organisational measures to protect the Client's personal data against loss and against any form of unlawful processing. These measures should ensure an appropriate level of security, taking into account the state of the art and the costs of implementation in relation to the risks entailed by the processing and the nature of the personal data to be protected.

4. The responsibility for reporting data breaches will rest exclusively with Since '88 where it concerns the processing of the Client's own personal data which is stored by Since '88.

Article 17. Applicable law

1. The Agreement and all agreements based on it between the Client and Since '88 will be governed exclusively by Dutch law.

2. All disputes relating to or arising from the interpretation and/or implementation of the Agreement will be resolved by the District Court of Amsterdam.

Article 18. Location and amendment of Terms and Conditions

1. These Terms and Conditions have been filed with the Chamber of Commerce in Amsterdam; on request, Since '88 will provide a copy free of charge. The Terms and Conditions can also be viewed, downloaded and stored via the website www.since88.nl.

2. The applicable version will always be the version most recently filed, or the version that applied when the Agreement with Since '88 was formed.

3. Since '88 is free to amend the Terms and Conditions by sending the Client the new version. In that case, these amended Terms and Conditions will apply in any event to all future agreements and orders.