General terms and conditions ScapeCraft — business to business orders

1. Details and definitions

1. **ScapeCraft:** ScapeCraft, established at Peelbaan 11, Rijen, telephone 0161203023, website www.scapecraft.nl, email info@scapecraft.nl, Dutch Chamber of Commerce (KvK) registration number 94389551, VAT number NL005081307B27, IBAN NL95 ABNA 0156 8146 76.
2. **Client:** any legal entity or natural person acting in the course of a profession or business who enters into or negotiates an Agreement with ScapeCraft.
3. **Parties:** ScapeCraft and the Client together.
4. **Agreement:** any agreement between the Parties relating to the development, design, manufacture, supply, installation, maintenance or repair of a Deliverable, or to other work.
5. **Deliverable:** anything ScapeCraft develops, designs, makes or supplies under the Agreement, whether physical or non-physical. This includes, among other things, products, components, materials, ideas, concepts, designs, drawings, technical solutions, puzzles, game mechanics, storylines, software, computer programs, documents and other creative or technical outputs.
6. **Bespoke Work:** the specifically described part of the Deliverable that ScapeCraft develops for the Client and that is expressly designated as Bespoke Work in the quotation or order confirmation. Where applicable, the description identifies the relevant designs, visual styling, text, drawings, files, storylines, components or combinations thereof. ScapeCraft's general knowledge, experience, skills, ideas, techniques, methods, working practices and game mechanics are excluded, except to the extent that a specific creative expression of any of them is expressly described as part of the Bespoke Work.
7. **Services:** the services and work that ScapeCraft performs under the Agreement.
8. **In Writing:** by letter, email or another means of communication that allows the content to be recorded.

2. Applicability

2.1 These terms apply to all ScapeCraft quotations, orders and Agreements unless the Parties agree otherwise in writing.

2.2 The Client declares that it is acting in the course of a profession or business. ScapeCraft does not enter into Agreements with consumers under these terms.

2.3 The Client's terms do not apply unless ScapeCraft expressly accepts them in writing.

2.4 Any departures from these terms apply only to the Agreement for which the Parties have recorded them in writing.

2.5 If any provision of these terms is found to be invalid, the remaining provisions remain in effect. The Parties will replace the invalid provision with a valid provision that reflects its purpose and intent as closely as possible.

3. **Quotation and formation of the Agreement**

3.1 The quotation sets out, where applicable, the scope of the order, the Deliverable, the price, the payment arrangements, the schedule, the delivery arrangements and any exclusions.

3.2 A quotation is valid until the date stated in it. If no validity period is stated, the quotation is valid for 30 days. A quotation is non-binding until ScapeCraft confirms acceptance in writing or begins performance with the Client's consent.

3.3 The Agreement is formed when the Client accepts a quotation or order confirmation in writing, or when ScapeCraft begins performance with the Client's consent.

3.4 ScapeCraft may require the Client to sign an order confirmation. ScapeCraft is not obliged to begin performance until it has received the signed confirmation, the advance payment and the necessary information.

3.5 The Client checks the quotation and order confirmation for accuracy and completeness and reports any inaccuracies before acceptance.

4. **Performance and cooperation**

4.1 ScapeCraft performs the Services to the best of its judgement and ability, in accordance with standards of good workmanship.

4.2 ScapeCraft may engage third parties to carry out parts of the Services.

4.3 The Client provides the information, instructions, approvals and materials required for performance in good time and warrants their accuracy and completeness.

4.4 The Client gives timely notice of any particular requirements, preferences or

circumstances that may affect performance, safety, costs or scheduling.

4.5 ScapeCraft may make changes without the Client's prior consent only if they are necessary to make the agreed Deliverable technically feasible or to produce it safely, do not alter the agreed functionality, design, quality, scope or intended use, and have no effect on the price or schedule. ScapeCraft informs the Client of such changes. For any other change, ScapeCraft seeks the Client's prior written consent and sets out any effect on the price and schedule.

4.6 If the Client fails to provide the necessary information, access, approval or cooperation in good time, ScapeCraft may suspend performance and adjust the schedule. The Client bears the reasonable additional costs and resulting delay.

5. **Prices and costs**

5.1 Prices exclude VAT unless the quotation expressly states otherwise.

5.2 Delivery and installation are excluded from the quoted price unless otherwise agreed in writing.

5.3 Materials outside the agreed price are itemised and invoiced separately.

5.4 The price is based on the information and work known or reasonably foreseeable when the quotation was issued.

5.5 Travel, accommodation and other costs are charged separately if specified in the quotation or order confirmation or if the Parties later agree to them in writing.

6. **Urgent orders and work outside normal hours**

6.1 Rates for this order, to be specified in the quotation or order confirmation.

- Standard hourly rate by agreement
- Urgent work within 5 working days, 15% surcharge on the standard rate
- Urgent work within 2–3 working days, 25% surcharge on the standard rate
- Urgent work within 24–48 hours, 40% surcharge on the standard rate
- Extremely urgent work requiring other projects to be put on hold, 50% surcharge on the standard rate
- Evening rate, 125%–150%
- Weekend rate, 150%
- Public holiday rate, 150%
- Minimum charge for urgent work, 2 hours
- Other urgent costs, such as expedited shipping, by agreement

6.2 An order is urgent if the Client requests performance or delivery sooner than ScapeCraft's normal schedule allows or if the order requires work outside normal working

hours.

6.3 ScapeCraft is not obliged to accept an urgent order.

6.4 For an urgent order it accepts, ScapeCraft may charge rates above its standard rates. ScapeCraft communicates the applicable rates and surcharges to the Client in writing before work begins. They apply once the Client has agreed to them in writing.

6.5 Services are normally performed on working days between 08:00 and 17:00. Work outside those hours and the applicable rates are agreed in writing in advance.

6.6 If the Client requests urgent work, it bears the reasonable additional costs arising from that request that were communicated in advance.

7. Advance payment, invoicing and payment

7.1 Before the Services begin, ScapeCraft invoices an advance payment of 60% of the agreed amount. ScapeCraft begins performance after receiving the advance payment.

7.2 The Client acknowledges that materials and components for the order may be specially ordered, manufactured or made to measure for the Client and may be unsuitable for sale to another client.

7.3 ScapeCraft is not obliged to take back materials or components specially ordered, manufactured or made to measure for the Client. The Client may return these materials or components only with ScapeCraft's prior written consent.

7.4 On cancellation, the costs of such materials or components are settled in accordance with Article 12. ScapeCraft does not charge the same costs twice.

7.5 Once performance has begun, ScapeCraft may invoice periodically or weekly for hours worked, materials used and other agreed costs.

7.6 Invoices are payable within 14 days of the invoice date unless otherwise agreed in writing.

7.7 If the payment deadline is missed, the Client owes statutory interest. Where the Agreement constitutes a commercial transaction, the applicable rate is the statutory rate for late payment in commercial transactions.

7.8 Reasonable out-of-court debt collection costs may be charged to the Client to the extent permitted by law.

8. **Disputes, suspension and set-off**

8.1 The Client pays invoices within the agreed payment period. A complaint, disagreement or dispute concerning an invoice, the Deliverable or performance of the Agreement does not suspend the payment obligation.

8.2 The Client may not suspend or set off its payment obligations against a claim against ScapeCraft unless ScapeCraft has given prior written consent or the law does not preclude suspension or set-off.

8.3 The Client must notify ScapeCraft of any disputed invoice in writing within the payment period and state the grounds for the dispute. The Client pays the disputed amount while the dispute remains unresolved. Payment does not constitute an acknowledgement that the invoice is correct.

8.4 ScapeCraft investigates an invoice dispute raised in good time and with reasons, and informs the Client of the outcome. If an amount was invoiced incorrectly, ScapeCraft issues a credit note or corrects the invoice. Any undisputed amount remains payable within the agreed payment period. A complaint about the Deliverable follows the procedure in Article 16 and does not in itself suspend or defer payment.

9. **Travel and accommodation costs**

9.1 Travel time outside normal working hours may be invoiced at the agreed hourly rate.

9.2 If unforeseen traffic conditions demonstrably extend travel time substantially, ScapeCraft may charge for the extra travel time at the agreed hourly rate.

9.3 If an overnight stay is necessary because of the distance or schedule, ScapeCraft may charge the accommodation costs agreed in advance with the Client. These may comprise a fixed amount per night per staff member, the actual hotel costs or a combination of both.

9.4 Travel and accommodation costs are listed separately on the invoice.

10. **Unforeseen costs and price variations.**

10.1 The quotation is based on the information, work and costs known or reasonably foreseeable when the quotation was issued.

10.2 If circumstances arise during performance that were neither known nor reasonably foreseeable in advance and lead to extra work, additional use of materials, third-party

price changes or other necessary costs, ScapeCraft may charge reasonable additional costs.

10.3 As a result, the final price for the order may exceed the quoted amount by up to 20% without requiring a supplementary quotation in advance.

10.4 If ScapeCraft expects the price for the order to exceed the quoted amount by more than 20%, it informs the Client in advance and the Parties make further arrangements. ScapeCraft then carries out the additional work only after the Client has consented in writing, except wher immediate action is reasonably necessary to prevent damage or danger.

11. **Changes and additional work**

11.1 Changes, additions or extra Services requested by the Client after acceptance of the quotationmay be invoiced as additional work.

11.2 Where reasonably possible, ScapeCraft informs the Client in advance of the financial and scheduling implications.

11.3 Additional work is carried out after the Client has consented to it in writing.

11.4 If additional work proves necessary during performance to ensure that the work is carried out properly or safely, ScapeCraft discusses it with the Client in advance where possible.

11.5 Additional work may affect the agreed schedule or completion date.

12. Cancellation and bespoke materials

12.1 The Client may cancel the Agreement or an appointment free of charge up to seven days before the agreed date for performance, unless the Parties have agreed otherwise in writing. This does not waive the costs referred to in clause 12.3.

12.2 If the Client cancels within seven days before the agreed date for performance, ScapeCraft may charge the reasonable, demonstrable costs it has incurred or committed to before receiving notice of cancellation, including time reserved, Services performed, and material and travel costs.

12.3 Regardless of when cancellation occurs, the Client remains liable for the reasonable, demonstrable costs of materials and components specifically ordered, manufactured or made to measure for the Client’s order before notice of cancellation was received, to the extent that ScapeCraft cannot cancel the order or manufacture without charge and cannot reasonably use the materials or components for another order or sell them.

12.4 In settling the account, ScapeCraft takes into account reasonable ways to avoid or reduce costs. Savings, supplier refunds and proceeds from the reuse or sale of materials are deducted from the costs chargeable to the Client.

12.5 On request, ScapeCraft itemises the cancellation costs and provides reasonable supporting details for the costs of materials and components referred to in clause 12.3.

12.6 Amounts already paid, including the advance payment, are applied against the amounts due under this Article. Any surplus is refunded to the Client. Any shortfall remains payable.

13. Materials and ownership of tangible items

13.1 Materials and components specifically ordered or made to measure for the Client may be returned only with ScapeCraft's prior written consent.

13.2 Physical products, materials and components supplied remain ScapeCraft's property until the Client has fulfilled all payment obligations under the relevant Agreement.

13.3 Until ownership passes, the Client may not sell, pledge or otherwise transfer those items to third parties.

14. Intellectual property, exclusivity and copying by third parties

14.1 Rights in the Bespoke Work. To the extent that ScapeCraft owns the rights and they are transferable, ScapeCraft assigns the intellectual property rights in the Bespoke Work to the Client after the Client has paid all amounts due for the Bespoke Work and its development. The quotation or order confirmation describes the Bespoke Work and specifies which rights and permitted uses are transferred. To the extent that a right is not assigned, the Client receives, after full payment, the right of use described in the quotation or order confirmation.

14.2 Exclusivity. After full payment, ScapeCraft will not sell or supply the Bespoke Work to another client, reproduce it for another client or make it available to a third party, unless the Client gives prior written consent. ScapeCraft may create a different, independently developed work for another client, provided it does not incorporate or reproduce the Bespoke Work.

14.3 Background materials and reuse. Rights in general knowledge, experience, skills, ideas, techniques, methods, working practices, game mechanics, standard components and materials that ScapeCraft already held before the order or develops independently of it remain with ScapeCraft or the relevant third party. ScapeCraft may continue to use these elements for other projects, provided it does not thereby incorporate or

reproduce the Bespoke Work. To the extent that these elements are needed to use the Bespoke Work, ScapeCraft grants the Client a non-exclusive right to use them for that purpose after full payment.

14.4 Third-party rights and creators' rights. This Article does not assign third-party rights. ScapeCraft identifies known third-party rights or terms of use in the quotation or order confirmation. To the extent necessary to fulfil its commitments under this Article, ScapeCraft ensures it has obtained the rights or authorisations from staff, freelancers and other creators who contributed to the Bespoke Work.

14.5 Copying by third parties. The Client assesses whether possible copying or infringement of the Bespoke Work by a third party warrants action and decides what measures to take. ScapeCraft is not obliged to take action against a third party on its own initiative or at its own expense. A Party that becomes aware of possible copying or infringement informs the other Party as soon as possible and provides the information reasonably available to it.

14.6 Cooperation with enforcement. On reasonable request, ScapeCraft provides the cooperation the Client needs to assess or take action against a possible infringement. The Parties agree in advance on the cooperation required. The Client bears the reasonable costs of this cooperation and any external enforcement costs unless the possible infringement results from ScapeCraft's breach of its obligations under this Article.

14.7 No guarantee against third-party conduct. ScapeCraft does not guarantee that third parties will refrain from copying the Bespoke Work or that every instance of copying can be prevented by legal means. This is without prejudice to ScapeCraft's obligations under this Article. A breach by ScapeCraft itself of its exclusivity obligation is assessed under the liability provisions of these terms.

14.8 Further documents. On reasonable request, the Parties sign the documents and provide the cooperation necessary to record or give effect to the assignment or rights of use agreed under this Article.

15. On-site obligations

15.1 The Client ensures that ScapeCraft has access to the site where the Services are to be performed at the agreed time.

15.2 Where necessary, the Client ensures that agreed facilities such as electricity, lighting and sufficient workspace are available.

15.3 The Client informs ScapeCraft in advance of any conditions at the site that may affect performance or safety.

15.4 Delays or additional Services resulting from access, information or facilities being unavailable or provided late may be charged to the Client.

16. Scheduling, handover and complaints

16.1 Performance and handover dates are set on a best-efforts basis. A handover date is not a strict deadline unless the Parties expressly agree otherwise in writing.

16.2 ScapeCraft may adjust the schedule if delays arise from changes or additional requests by the Client, late approvals or information, third-party supply problems, force majeure or other circumstances beyond ScapeCraft's reasonable control.

16.3 The Deliverable is deemed handed over once the agreed Services have been completed and the Deliverable has been made available to the Client.

16.4 The Client reports a defect in writing, stating the grounds and providing a description of the defect and any available supporting information. The Client reports visible defects within seven days of handover and other defects within seven days of discovery.

16.5 ScapeCraft acknowledges the report within five working days and investigates it within a reasonable period. The Client gives ScapeCraft an opportunity to inspect the Deliverable and, if the defect is substantiated, to rectify it.

16.6 ScapeCraft proposes rectification within a reasonable period appropriate to the nature of the defect. If rectification is impossible, does not take place within that period or is unsuccessful, the Parties discuss an appropriate solution, such as replacement, a price reduction or a credit for the amount concerned.

16.7 A complaint does not suspend the payment obligation. Any invoice correction is handled in accordance with clause 8.4.

16.8 Maintenance and repair work carries a three-month warranty. Within that period, ScapeCraft rectifies free of charge any defects demonstrably caused by work it performed improperly. The warranty excludes the causes listed in clause 17.4.

17. Warranty

17.1 Maintenance and repair work carries a warranty for three months after performance unless otherwise agreed in writing.

17.2 Within that period, ScapeCraft rectifies defects free of charge to the extent they are demonstrably caused by Services it performed improperly.

17.3 ScapeCraft separately undertakes that the Deliverable supplied will comply with the specifications the Parties have recorded in writing in the Agreement. In the event of a deviation, the investigation and rectification procedure in Article 16 applies. This undertaking applies in addition to the maintenance and repair warranty in clauses 17.1 and 17.2.

17.4 The warranty does not cover defects or damage arising from any of the following.
• Normal wear and tear, improper use or negligent maintenance
• Acts or omissions of the Client or third parties
• Changes or repairs by third parties without ScapeCraft's prior written consent
• External circumstances beyond ScapeCraft's control, including fire, water damage, storms or vandalism
• Changes to software, programming, configurations, scripts, logic, timecodes or settings by the Client or third parties
• Components, installations, equipment or software that ScapeCraft did not supply or develop.

17.5 If the Client fails to follow ScapeCraft's advice concerning necessary repair, modification, use or replacement, the warranty excludes defects or damage demonstrably linked to that failure.

17.6 If an investigation shows that a complaint or warranty claim is unfounded or does not relate to Services or Deliverables for which ScapeCraft is responsible, ScapeCraft may charge reasonable investigation, transport and call-out costs if it informed the Client of those costs in advance.

17.7 The warranty does not entitle the Client to a refund or compensation unless the Parties have agreed to it in writing.

18. Liability

18.1 ScapeCraft's liability for each order is limited to the invoice amount for that order, excluding VAT.

18.2 A series of related events is treated as a single loss event.

18.3 To the extent permitted by law, ScapeCraft is not liable for indirect loss, consequential loss or loss of profit.

18.4 ScapeCraft is not liable for damage arising from incorrect or incomplete information provided by the Client.

18.5 ScapeCraft is not liable for damage, defects or safety risks arising from a failure to follow advice given by a ScapeCraft staff member concerning repair, modification, use

or replacement.

18.6 The limitations in this Article do not apply to the extent that the damage was caused by wilful misconduct or conscious recklessness on the part of ScapeCraft.

19. Force majeure

19.1 If circumstances beyond ScapeCraft's reasonable control prevent or delay performance, ScapeCraft may postpone performance without becoming liable for damages as a result.

19.2 Such circumstances may include illness, extreme weather, transport problems, supply problems and disruptions affecting suppliers.

19.3 ScapeCraft informs the Client as soon as possible and coordinates a revised schedule where possible.

19.4 If the impediment continues and continued performance cannot reasonably be required, the Parties may terminate the unperformed part of the Agreement in writing. The Client pays for Services already performed and unavoidable costs incurred up to that point.

20. Governing law and disputes

20.1 All Agreements between ScapeCraft and the Client are governed by Dutch law.

20.2 The Parties first attempt to resolve any dispute through mutual consultation.

20.3 If the Parties cannot reach a resolution, the dispute is referred to the court with jurisdiction under applicable law.

Details and rates for projects

Item	Details
Quotation number and date	
Client and Dutch Chamber of Commerce (KvK) registration number	
Description of the Deliverable and Services	

Total price exclusing VAT	
60% advance payment	
Balance and payment schedule	
Standard hourly rate excluding VAT	
Urgent rate or surcharge	
Evening, weekend and public holiday surcharge	
Travel and accomodation costs	
Expected schedule	
Assignment and exclusivity arrangements	
Liability cap	