

General terms and conditions Rare Studios

1. Definitions

- 1.1. Rare Studios (part of STUDIO YBANEZ): lessor, established in Amsterdam, Hoofdweg 238HS, 1057DG, Netherlands. Chamber of Commerce no. 63558459.
- 1.2. Customer: the party with which Rare Studios has entered into an agreement.
- 1.3. Parties: Rare Studios and the customer together.

2. Applicability

- 2.1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services, spaces, workplaces or products by or on behalf of Rare Studios.
- 2.2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
- 2.3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

3. Offers, quotations, prices and payment

- 3.1. All prices used by Rare Studios are in euros, are ex-VAT (btw) and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
- 3.2. Rare Studios is entitled to adjust all prices for its products or services, shown in its shop, on its website or otherwise, at any time.
- 3.3. If the parties have agreed on a total amount for a service provided by Rare Studios, this is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which cannot be deviated from.
- 3.4. Rare Studios will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
- 3.5. The customer has the right to terminate the contract with Rare Studios if he does not agree with the price increase.
- 3.6. If the customer does not pay within the agreed term, Rare Studios is entitled to charge from the day the customer is in default, whereby a part of a month is counted for a whole month.
- 3.7. When the customer is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Rare Studios.
- 3.8. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
- 3.9. If the customer does not pay on time, Rare Studios may suspend its obligations until the customer has met his payment obligation.
- 3.10. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Rare Studios on the customer are immediately due and payable.
- 3.11. If the customer refuses to cooperate with the performance of the agreement by Rare Studios, he is still obliged to pay the agreed price to Rare Studios.

4. Accessibility and use of our spaces

- 4.1. The spaces of Rare Studios are, when rented, only accessible by the customer. The customer can be accompanied by (business) relations or guests. The customer is then fully responsible and liable for their relations or guests and must ensure that they comply with these general terms and conditions, and the house rules of Rare Studios.
- 4.2. Smoking is not permitted in any of the spaces of Rare Studios. While agreeing to these general terms and conditions, the customer agrees to not bring any incendiary items (such as open flames, candles, fireworks, smoke machines, confetti, tape, etc.) or other items that could lead to damage or contamination of the area, into the space.
- 4.3. Rare Studios is not liable for loss, theft or damage to articles/goods brought along by the customer.

4.4. Rare Studios reserves the right to refuse or adjust certain use of the spaces if there is reason to do so. The foregoing is also applicable on the day of the rental itself. Rare Studios also reserves the right to refuse the customers' relations or guests, if there is reason to do so.

4.5. Rare Studios values a good relationship with local residents. The customer may not cause any nuisance or inconvenience to residents in the area when using the space.

4.6. The customer will leave the reserved space as clean and tidy as they found it. Whenever it is necessary to recover the space, all costs of repair, excessive cleaning or restoration of the space are at the expense of the customer.

4.7. The customer is expected to use the space, furniture and other furnishings in the intended manner. Damage to the space or belongings of Rare Studios due to improper or incorrect use will be recovered from the customer. Rare Studios does not allow changes made in the space unless Rare Studios has given prior written permission. Such changes can still be refused by Rare Studios on the day of the rental itself.

5. Performance of the agreement

5.1. Rare Studios executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

5.2. Rare Studios has the right to have the agreed services (partially) performed by third parties.

5.3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.

5.4. It is the responsibility of the customer that Rare Studios can start the implementation of the agreement on time.

6. Reservations and cancellations

6.1. Only definitive (signed by Rare Studios) reservations, entitle the customer to use the rented space on the date and time for which they were booked.

6.2. In the event that the customer cancels a reservation within 14 days before the booked date, Rare Studios will charge 25% of the agreed price. When the customer cancels a reservation within 7 days before the booked date, Rare Studios will charge 50% of the agreed price. When the customer cancels a reservation within 3 days before the booked date, Rare Studios will charge 100% of the agreed price.

6.3. The customer must take into account that they may need any preparation time for their activities. The time slot that is booked by the customer in the rental agreement includes any time required for preparations and completion. The costs of extra hours, including personnel costs, are passed on to the customer.

7. Suspension of obligations by the customer

7.1. The customer waives the right to suspend the fulfilment of any obligation arising from this agreement.

8. Settlement

8.1. The customer waives his right to settle any debt to Rare Studios with any claim on Rare Studios.

9. Giving notice

9.1. The customer must provide any notice of default to Rare Studios in writing.

9.2. It is the responsibility of the customer that a notice of default actually reaches Rare Studios (in time).

10. Intellectual property

10.1. Rare Studios retains all intellectual property rights (including copyright, patent rights, trademark rights, design and design rights, etc.) on all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, scale models, etc., unless parties have agreed otherwise in writing.

10.2. The customer may not copy or have copied the intellectual property rights without prior written permission from Rare Studios, nor show them to third parties and / or make them available or use them in any other way.

11. Confidentiality

11.1. The customer keeps any information he receives (in whatever form) from Rare Studios confidential.

11.2. The same applies to all other information concerning Rare Studios of which he knows or can reasonably suspect that it is secret or confidential, or of which it can expect that its disclosure may cause damage to Rare Studios.

11.3. The obligation of secrecy described in this article does not apply to information:

- which was already made public before the customer heard this information or which later became public without being the result of a violation of the customer's duty to confidentiality
- which is made public by the customer due to a legal obligation

11.5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after the end thereof.

12. Liability

12.1. Liability of Rare Studios

12.1.1. Rare Studios is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.

12.1.2. If Rare Studios is liable for any damage, it is only liable for direct damages that result from or is related to the execution of an agreement.

12.1.3. Rare Studios is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.

12.1.4. If Rare Studios is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.

12.1.5. All images, photos, colours, drawings, descriptions on the website or in a catalogue are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

12.2. Liability of the customer

12.2.1. If Rare Studios enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Rare Studios under that agreement.

13. Insurance

13.1. The customer undertakes to insure and keep insured the following items adequately against fire, explosion and water damage as well as theft:

- goods delivered that are necessary for the execution of the underlying agreement
- goods being the property of Rare Studios that are present at the premises of the customer
- goods that have been delivered under retention of title

13.2. At the first request of Rare Studios, the customer provides the policy for these insurances for inspection.

14. Guarantee

14.1. When parties have entered into an agreement with services included, these services only contain best-effort obligations for Rare Studios, not obligations of results.

15. Dissolution

15.1. The customer has the right to dissolve the agreement if Rare Studios imputably fails in the fulfilment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.

15.2. If the fulfilment of the obligations by Rare Studios is not permanent or temporarily impossible, dissolution can only take place after Rare Studios is in default.

15.3. Rare Studios has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfil his obligations under the agreement, or if circumstances give Rare Studios good grounds to fear that the customer will not be able to fulfil his obligations properly.

16. Force majeure

16.1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Rare Studios in the fulfilment of any obligation to the customer cannot be attributed to Rare Studios in any situation independent of the will of Rare Studios, when the fulfilment of its obligations towards the customer is prevented in whole or in part or when the fulfilment of its obligations cannot reasonably be required from Rare Studios.

16.2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, delivery men or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.

16.3. If a situation of force majeure arises as a result of which Rare Studios cannot fulfil one or more obligations towards the customer, these obligations will be suspended until Rare Studios can comply with it.

16.4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.

16.5. Rare Studios does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

17. Complaints

17.1. The customer is obliged to check the rented space immediately when arrived, and to report any visible imperfections, damage and/or deviations to the space. Complaints during the use of the space or facilities must also be reported immediately. All consequences of not immediately reporting are at the risk of the customer.

17.2. Rare Studios will make every effort to resolve these complaints as soon as possible. This way, the customer can take the space and facilities into use or continue to use them.

17.3. If the complaint cannot be resolved immediately, as a result of which the customer cannot use the space or the facilities, Rare Studios will offer the customer to use the reserved hours at a different time. In the event of additional damage, the provisions of the liability article, included in these general terms and conditions, apply.

17.4. Any other complaints about the spaces, offers, activities, orders, agreements and deliveries of services or products, must be reported immediately after discovery, but no later than 7 days after the use of the space, in writing.

17.5. In case of a justified complaint, the customer and Rare Studios will seek a reasonable and fair solution. However, Rare Studios does not in any case give refunds in response to a complaint.

17.6. If a complaint is not reported to Rare Studios within the mentioned period of 7 days after the use of the space, the space is deemed to have been put into use in good condition. In this case, the space and the facilities comply with the user agreement.

17.7. Complaints do not suspend the payment obligation of the user.

18. Modification of the agreement

18.1. If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

19. Changes in the general terms and conditions

19.1. Rare Studios is entitled to amend or supplement these general terms and conditions.

19.2. Changes of minor importance can be made at any time.

19.3. Major changes in the content will be discussed by Rare Studios with the customer in advance as much as possible.

19.4. Customers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

20. Transfer of rights

20.1. The customer cannot transfer its rights deferring from an agreement with Rare Studios to third parties without the prior written consent of Rare Studios.

20.2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

21. Consequences of nullity or annulability

21.1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.

21.2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Rare Studios had in mind when drafting the conditions on that issue.

22. Applicable law and competent court

22.1. Dutch law is exclusively applicable to all agreements between the parties.

22.2. The Dutch court in the district where Rare Studios is established is exclusively competent in case of any disputes between parties unless the law prescribes otherwise.

These general terms & conditions are drawn up on 15 October 2021.