

# General Terms & Conditions

as of October 2025, onwards.

### 1—DEFINITIONS

In these General Terms and Conditions (GTC), the following terms are used:

**Commissioner:**

The natural person or legal entity who has commissioned the Designer (the contractor) to produce goods or perform work.

**Designer:**

Côme Roger-Dalbert, owner of Studio Table.

**Parties:**

The Designer and the Commissioner.

**Assignment:**

The content of the design commission agreed between the Parties, including every relevant Deliverable. It is considered approved by the Commissioner after the signature of the Quote.

**Deliverable:**

Every final item, file or product defined in the Agreement, delivered to the Commissioner by the Designer.

**Quote:**

A preliminary financial estimate formulated by the Designer to the Commissioner for the execution of the Assignment. The production of a Quote is free of charge.

**Agreement:**

A written summary of the Assignment produced by the Designer, which includes (but is not limited to) Deliverables, deadlines, estimated fees and other relevant information useful to the Commissioner. It may be produced in addition to a Quote.

### 2—AGREEMENT, QUOTATION & CONFIRMATION

**2.1.** These GTC apply to the formation, content, and performance of all Agreements concluded between the Commissioner and the Designer. Any general terms and conditions of the Commissioner are explicitly rejected. Deviations and additions are only binding if and insofar as they have been agreed upon in writing between the Parties.

**2.2.** Quotes are valid for 14 days, unless otherwise agreed. Price Quotes may be subject to change due to unforeseen changes in the work. All prices quoted are exclusive of sales tax (VAT) and any other government-imposed levies.

**2.3.** The mere issuance of a price Quote, estimate, preliminary calculation, or similar communication, whether or not accompanied by a quotation, does not obligate the Commissioner to enter into an agreement with the Designer. All verbal and written offers and related price estimates from the Designer are non-binding and can only be accepted without deviation. Orders must be confirmed in writing by the Commissioner. If the Commissioner fails to do so but nevertheless agrees to the Designer commencing the Assignment, the contents of the quotation will be deemed agreed upon. Further verbal agreements and stipulations only bind the Designer after they have been confirmed in writing by the Designer.

**2.4.** The Designer will begin with the Assignment only upon a written confirmation of the order from the Commissioner by accepting a Quote and, if applicable, an Agreement. By confirming the order, the Commissioner agrees to the current GTC. Payment conditions related to deposit (upfront payment) as described in **section 7.3** of the current GTC apply from that moment on.

**2.5.** If the Commissioner wishes to simultaneously award the same assignment to persons other than

this Designer, they must inform the Designer of this, stating the names of these other persons.

**2.6.** If a Commissioner has previously awarded the same assignment to another party, they must inform the Designer of this, stating the other party's name.

### 3—EXECUTION & CORRECTIONS

**3.1.** The Designer will endeavor to carry out the Assignment carefully and independently, to serve the Commissioner's interests to the best of their knowledge, and to strive for a result that is useful to the Commissioner. As necessary, the Designer will keep the Commissioner informed of the progress of the work.

**3.2.** The Commissioner is obligated to do everything that is reasonably necessary or desirable to enable the Designer to deliver on time and correctly, in particular by providing (or having provided) complete, sound, and clear data or materials on time.

**3.3.** If the Designer prepares an estimate for third-party costs at the Commissioner's request, this estimate will be indicative only. If desired, the Designer can request Quotes on the Commissioner's behalf.

**3.4.** Unless otherwise agreed, Assignments to third Parties, in the context of the creation of a design, are issued by or on behalf of the Commissioner. At the Commissioner's request, the Designer may act as an authorized representative, at the Commissioner's expense and risk. The Parties may agree on a fee to be agreed upon for this. If, during the execution of the Assignment, the Designer, according to an express agreement, procures goods or services from third Parties at their own expense and risk, after which these goods or services are passed on to the Commissioner, the provisions of the supplier's general terms and conditions regarding the quality, quantity, nature, and delivery of

these goods or services will also apply to the Commissioner.

**3.5.** Before production, reproduction, or publication, the Parties must give each other the opportunity to review and approve the final models, prototypes, or proofs of the design. If the Designer, whether or not on behalf of the Commissioner, issues orders or instructions to production companies or other third Parties, the Commissioner must confirm their aforementioned approval in writing at the Designer's request.

**3.6.** The Commissioner must submit their corrections and requests in writing to be taken into account. They will otherwise not be implemented by the Designer. Any submission from the Designer left unanswered by the Commissioner in a delay of 10 days will be considered agreed.

**3.7.** If the Assignment requires more interventions or corrections than initially stated in the Quote and/or Agreement, an amendment to the Quote/Agreement will be concluded between Parties. This amendment will include a new financial offer, that must be approved by both Parties. The Commissioner can express their approval in writing via email.

**3.8.** Any deadline specified by the Designer for completion of the design is indicative, unless the nature or content of the Agreement indicates otherwise. Even with a specified deadline for completion of the design, the Designer will only be in default after the Commissioner has given notice of default by registered letter and performance is not forthcoming within the reasonable period specified in the notice of default.

**3.9.** Unless otherwise agreed, conducting tests, applying for permits, and assessing whether the Commissioner's instructions comply with legal or quality standards are not part of the Designer's Assignment.

**3.10.** Complaints must be communicated to the Designer in writing

as soon as possible, but in any case within 10 working days after completion of the Assignment.

#### **4—INTELLECTUAL PROPERTY**

**4.1.** Unless otherwise agreed, all intellectual property rights arising from the Assignment, including but not limited to copyright, patent rights, and design rights, belong to the Designer. Insofar as such rights can only be obtained through an application or registration, the Designer is solely authorized to do so.

**4.2.** Until a further written agreement is entered into between the Parties regarding the transfer of the aforementioned intellectual property rights, these rights remain with the Designer. Insofar as such a right can only be obtained through a filing or registration, only the Designer is authorized to do so.

**4.3.** Unless otherwise agreed, the Assignment does not include conducting research into the existence of patent rights, trademark rights, design rights, copyrights, or portrait rights of third parties. The same applies to any research into the possibility of such forms of protection for the Commissioner.

**4.4.** Unless otherwise agreed, the working drawings, illustrations, prototypes, models, molds, designs, design sketches, films, and other materials or (electronic) files created by the Designer within the scope of the Assignment remain the property of the Designer, regardless of whether they have been provided to the Commissioner or to third parties.

#### **5—USE & LICENSE**

**5.1.** Upon full compliance with the Commissioner's obligations under the Agreement with the Designer, the Commissioner obtains an exclusive license to use the design, insofar as this concerns the right of publication and reproduction, in accordance with the purpose agreed upon in the Assignment. If no such purpose is agreed upon,

the license is limited to the use of the design for which firm intentions existed at the time the Assignment was placed. These intentions must have been demonstrably communicated to the Designer before the Agreement was concluded.

**5.2.** The Commissioner is not entitled to use the design more widely than agreed upon without the Designer's permission. In the event of broader use than agreed upon, a new Agreement regarding the usage rights must be concluded between the Parties.

**5.3.** Unless otherwise agreed, the Commissioner is not permitted to make or commission changes to the preliminary or final designs without the Designer's permission. The Commissioner must give the Designer the first opportunity to implement any desired changes. A fee must be paid for this, based on the Designer's standard rates.

**5.4.** As long as no further agreements have been made about this, the Designer is free to use the design and/or concept for their own publicity or promotion.

**5.5.** Unless the work is not suitable for this, the Designer is at all times entitled to mention or remove their name on or near the work, and the Commissioner is not permitted to publish or reproduce the work without mentioning the Designer's name without prior permission.

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### 6—FEE

**6.1.** In addition to the agreed fee, the costs incurred by the Designer for the execution of the Assignment are also eligible for reimbursement.

**6.2.** If the Designer is required to perform additional or different work due to the untimely or non-delivery of complete, proper, and clear data/materials, or due to a modified or incorrect Assignment or briefing, this work will be billed separately, based on the Designer's usual rates.

**6.3.** The fee agreed upon between the Parties also includes compensation for the exclusive right to use the design, insofar as this concerns the right of publication and reproduction in accordance with the intended purposes and/or circulation as agreed upon in the Assignment.

### 7—PAYMENT

**7.1.** Payments must be made within 21 days after the invoice date. If the Designer has not received (full) payment after this period, the Commissioner is in default and owes statutory interest. All costs incurred by the Designer, such as legal fees, extrajudicial costs, and judicial costs, including the costs of legal assistance, bailiffs, and debt collection agencies, in connection with late payments, will be borne by the Commissioner.

**7.2.** The Designer has the right to invoice his fee monthly for work performed and costs incurred in carrying out the Assignment.

**7.3.** A deposit (upfront payment) of 25% of the agreed fee is required from the Commissioner to initiate the Assignment. The remaining balance will be due upon the Assignment's completion. In the event of the Assignment's cancellation, the deposit is non-refundable. Unless otherwise agreed, failure to make the upfront payment within a period of 10 days after the start of the Assignment may result in the Assignment's delay or cancellation.

**7.4.** Payment can be made via bank transfer. Instructions will be provided upon agreement.

**7.5.** From the moment the Commissioner fails to (fully) meet its payment obligations under the Agreement or is otherwise in default, the Commissioner is no longer permitted to use the results made available and any license granted to the Commissioner in the context of the Assignment shall lapse, unless the Commissioner's failure is of minor significance in light of the entire Assignment.

### 8—CANCELLATION & TERMINATION

**8.1.** If the Commissioner cancels a written Assignment, they must pay the entire fee that the Designer would be entitled to if the Assignment had been fully completed, as well as all additional costs incurred up to that point.

**8.2.** In the event of cancellation by the Commissioner after validation of the Quote/Agreement and before the start of the Assignment, the Designer reserves the right to retain the deposit already paid, if applicable, or 5% of the total amount of the Quote.

**8.2.** If the Agreement is terminated by the Designer due to an attributable breach of contract by the Commissioner, the Commissioner must, in any case, pay the fee and costs incurred for the work performed up to that point. The foregoing does not affect the Designer's right to claim other damages. Any actions by the Commissioner that reasonably prevent the Designer from completing the Assignment are also considered attributable breaches in this context.

**8.3.** The compensation referred to in the previous article will at least include the costs arising from obligations entered into by the Designer in his own name with third Parties for the fulfillment of the Assignment, as well as the losses, lost profits, and reputational damage suffered by the Designer.

**8.4.** Both the Designer and the Commissioner have the right to immediately terminate the Agreement in whole or in part in the event of bankruptcy or suspension of payment of the other party.

**8.5.** If the Assignment is terminated prematurely for any reason, the Commissioner is no longer permitted to use the designs made available to them, and any license granted to the Commissioner in connection with the Assignment will lapse.

**8.6.** If the Designer's work consists of repeatedly performing similar tasks, the Agreement governing this task will be valid for an indefinite period, unless otherwise agreed in writing. This Agreement may only be terminated by written notice, with a reasonable notice period of at least three months

### 9—FORCE MAJEURE

**9.1.** The Parties cannot be held liable or in breach of their contractual obligations when the failure to perform their respective obligations is due to *force majeure*; the contract between the Parties is suspended until the causes giving rise to the force majeure have ceased.

**9.2.** The party invoking the circumstances referred to above must immediately notify the other party of their occurrence and disappearance.

**9.3.** If the circumstances requiring one of the Parties to suspend performance of the Agreement continue for more than six months, either party may request termination of the Agreement. If, during the performance of the Agreement, the situation existing at the time of its conclusion or the elements on which the Parties relied to conclude it change in such a way that one of the Parties suffers significant and lasting harm, the Parties shall meet within one month of the request of one of them, made by registered letter with acknowledgment of receipt, in order to seek, in an equitable manner, a new basis for the continuation of their relationship.

**9.4.** In the event of disagreement between the Parties regarding the terms of continuation of their relationship, they may terminate the Agreement, subject to providing 15 days' notice.

### **10—WARRANTIES & INDEMNITIES**

**10.1.** The Designer warrants that the work delivered was designed by or on behalf of them and that, if the design is copyrighted, they are considered the creator within the meaning of the Copyright Act and can dispose of the work as the copyright holder.

**10.2.** The Commissioner indemnifies the Designer or any persons engaged by the Designer for the Assignment against all third-party claims arising from the application or use of the results of the Assignment.

**10.3.** The Commissioner indemnifies the Designer against all claims relating to intellectual property rights on materials or data provided by the Commissioner, which are used in the execution of the Assignment.

### **11—LIABILITY**

**11.1.** The Designer cannot be held liable for:

—errors in the material provided by the Commissioner;

—misunderstandings or errors regarding the performance of the Agreement if these are caused by actions of the Commissioner, such as the untimely or non-delivery of complete, sound, and clear data and/or materials;

—errors by third Parties engaged by or on behalf of the Commissioner;

—defects or exceeding in price quotes from suppliers;

—errors in the design or text data, if the Commissioner has given their approval or has been given the opportunity to carry out an inspection and has indicated that they do not require such an inspection;

—errors in the design or text/data, if the Commissioner has failed to

create or have a particular model, prototype or test carried out, and these errors would have been noticeable in such a model, prototype or test.

**11.2.** Except in cases of intent or gross negligence on the part of the Designer, the Designer's liability for damages under an agreement with a Commissioner is always limited to the amount of the Designer's fee.

### **12—GENERAL DATA PROTECTION**

**12.1.** The Designer may collect personal data relating to contacts within the Commissioner's company or to individuals who are the subject of the services ordered by the Commissioner. The Commissioner is responsible for the processing carried out by the Designer on its behalf. The Designer is therefore a "processor" under European Regulation 2016/679 of April 27, 2016.

**12.2.** The Designer undertakes to process personal data in compliance with the regulations. The Commissioner undertakes to obtain any necessary consent from the individuals concerned in relation to the purpose(s) or the purpose(s) being pursued. Furthermore, it undertakes to inform the individuals concerned of their rights of access, rectification, erasure, restriction, portability, and objection, as well as to inform them of the possibility of revoking their consent at any time.

*Questions about the interpretation of these General Terms and Conditions can be submitted to Côme Roger-Dalbert via e-mail at the following address: [info@studio-table.com](mailto:info@studio-table.com).*