

1. Applicability

- 1.1. These terms and conditions apply to all agreements, transactions, and/or offers made or entered into between MEGA Media V.O.F. or its trademarks, hereinafter referred to as MEGA Media, and a client, to which MEGA Media has declared these terms and conditions applicable. This includes orders resulting from written proposals, quotations, emails, postal correspondence, social media, or otherwise. The purchaser, hereinafter referred to as the client, acknowledges familiarity with these terms through the reference to the Dutch Chamber of Commerce in Flevoland, registration number 53658957.
- 1.2. Clients are understood to include interior professionals, decorators, selected partners for the trademarks offered by MEGA Media, and other B2B/B2C clients relevant to MEGA Media.
- 1.3. Unless otherwise agreed in writing, the conditions published herein are considered accepted by the involved party.
- 1.4. Deviating provisions must be expressly agreed upon in writing. Insofar as such provisions do not replace the clauses in these terms, you are deemed to accept these conditions.
- 1.5. In addition to these delivery terms, MEGA Media adheres to the ICC Incoterms® 2020 EXW for (international) trade.

2. Agreements / Offers / Quotations / Pricing Arrangements

- 2.1. The quotations provided by MEGA Media are valid for 30 days unless otherwise stated or unless a new price proposal is requested by the client regarding a previous quotation. In such cases, the earlier quotation is automatically nullified by the new offer. All offers, regardless of how they are communicated (e.g., prices, quotations, delivery times, etc.), are entirely non-binding unless explicitly stated otherwise. MEGA Media is only bound by its quotations if the client confirms acceptance of them in writing within 7 days.
- 2.2. The prices stated in the quotation are exclusive of VAT and in Euros unless otherwise indicated.
- 2.3. All price lists issued by MEGA Media are non-binding and confidential and can be adjusted unilaterally by MEGA Media at any time.
- 2.4. Statements, quotations, or pricing agreements made verbally or over the phone on behalf of MEGA Media are not binding unless such agreements are confirmed in writing by both parties.
- 2.5. Ongoing pricing agreements and/or discount arrangements can be unilaterally adjusted by MEGA Media at any time. MEGA Media will notify the client of such changes in writing, where possible.
- 2.6. A quotation does not oblige MEGA Media to deliver only part of the items for the total price specified.

3. Performance of the Agreement

- 3.1. MEGA Media will perform the agreement to the best of its knowledge and ability, and in accordance with the requirements of good craftsmanship.
- 3.2. If and to the extent that proper performance of the agreement requires it, MEGA Media has the right to have certain tasks carried out by third parties.
- 3.3. The client is responsible for ensuring that all data or materials which MEGA Media indicates are necessary or which the client should reasonably understand are necessary for the execution of the agreement are provided to MEGA Media in a timely manner. If the data required for the execution of the agreement is not provided to MEGA Media in a timely manner, MEGA Media has the right to suspend or terminate the execution of the agreement and/or charge the client for any extra costs arising from the delay according to standard rates.
- 3.4. Incorrect measurements provided by the client, resulting in potential deviations in the delivered products, are outside of our responsibility.
- 3.5. Due to production methods, a perfect match of patterns or colors between materials, samples, strips, panels, or carriers such as screens and print media cannot be guaranteed. This also applies to reorders, reprints, or new editions.
- 3.6. If the client requests MEGA Media to arrange installation, MEGA Media will assist free of charge by recommending an experienced independent professional. The client has the option to use the services of this independent professional, who prepares and invoices quotes on behalf of their own business and is not affiliated with MEGA Media. MEGA Media is not responsible for the care, finishing, or final result of this installation.
- 3.7. MEGA Media is not liable for any damage, of any nature, caused by MEGA Media relying on incorrect and/or incomplete data and/or materials provided by the client, nor for any incomplete or incorrect information provided by the client to third parties about the application or installation of MEGA Media's products.
- 3.8. In the case of combined price quotations or package deals, MEGA Media has no obligation but does have the authority to execute part of the order or deliver work at a corresponding portion of the total price quoted for the entire project.
- 3.9. For environmental and cost-saving reasons, MEGA Media does not automatically send samples unless requested. This is to prevent misuse and ensure that available samples are requested exclusively for business purposes. MEGA Media reserves the right to refuse requests that do not meet the business purposes for which the samples are intended, and to charge for the time, costs, and shipping associated with samples, sample packs, or sample books.
- 3.10. If the client wants to have their own images printed by MEGA Media, where MEGA Media has no particular affinity, or pressures MEGA Media regarding delivery times, MEGA Media reserves the right not to accept or perform the assignment.

4. Contract Duration

- 4.1. An agreed period for execution is not considered a strict deadline, unless explicitly agreed otherwise. If the execution period is exceeded, the client must therefore notify MEGA Media in writing of the breach.
- 4.2. In case of cancellation of an assignment, the client is required to compensate MEGA Media for all time spent on preparation and/or execution of the assignment, for all costs already incurred in fulfilling the assignment, as well as any demonstrable damage caused by the cancellation to MEGA Media.
- 4.3. If the client cancels the assignment within 24 hours before the start of the execution, MEGA Media is entitled to compensation equal to 50% of the quote or the usual fee according to article 11, without MEGA Media being required to prove the damages.

5. Amendment of the Agreement

- 5.1. If, during the performance of the agreement, it becomes apparent that modifying or supplementing the work is necessary for proper execution, the parties will make adjustments to the agreement in a timely manner and by mutual agreement.
- 5.2. If the parties agree that the agreement will be modified or supplemented, the completion date of the performance may be affected. MEGA Media will inform the client of this as soon as possible.
- 5.3. If the modification or supplementation of the agreement has financial consequences, MEGA Media will notify the client accordingly. If a fixed fee has been agreed upon under Article 11, MEGA Media will specify to what extent the modification or supplementation of the agreement will result in an overrun of this fee.
- 5.4. Notwithstanding the provisions of paragraph 3, MEGA Media will not charge additional costs if the modification or supplementation is due to circumstances attributable to it.

6. Delivery of Goods

- 6.1. If MEGA Media has committed to delivering certain goods, it is authorized to deliver goods that differ from what was agreed upon, provided that these are changes in the print media materials to be delivered.
- 6.2. Color tones displayed on screens may differ from the actual shades of physical objects. This also applies to packaging and accompanying documentation.
- 6.3. Unless otherwise agreed, delivery will take place "Ex Works" (EXW), in accordance with the ICC Incoterms® 2020.
- 6.4. The client is obligated to accept the goods when they are delivered, or when they are made available to them according to the agreement. If the client refuses to accept the goods or fails to provide the necessary information or instructions for delivery, or if the client delivers the purchased goods to third parties after delivery, this will be at the client's risk. In such cases, all additional costs will

be charged to the client.

- 6.5. If MEGA Media assists in arranging transport at the client's request, MEGA Media will not be liable or responsible in any way. Likewise, it is not responsible for completing and providing the necessary documents. The transport will be entirely at the client's cost and risk. Damage to packaging will not be considered product damage, and MEGA Media cannot be held liable for transport damage.
- 6.6. MEGA Media will make every effort to adhere to the agreed delivery conditions. Exceeding the delivery time due to unforeseen circumstances such as lockdowns, raw material shortages, delays, COVID-19, war, force majeure, etc., does not make MEGA Media liable and does not grant the right to cancel the agreement.
- 6.7. MEGA Media reserves the right not to perform an order if the client has not paid previous deliveries in full within the agreed payment term. MEGA Media is not liable for any damage the client may suffer due to non-delivery.
- 6.8. MEGA Media reserves the right to remove print media materials or images from the assortment if they are unavailable or have been discontinued in collections. In such cases, the client will be informed of availability or alternatives.
- 6.9. MEGA Media reserves the right to refuse deliveries or reorders if the client is dissatisfied with the quality of previously delivered products and has reported this according to the procedure in Article 14.
- 6.10. Returns are at the client's expense and risk, and do not grant any rights.
- 6.11. MEGA Media reserves the right to change these terms at its discretion, without accountability to third parties.

7. Confidentiality

- 7.1. Both parties are obligated to maintain the confidentiality of all sensitive information obtained from each other or from other sources within the framework of their agreement. Information is considered confidential if it has been communicated as such by the other party or if this is inherent in the nature of the information.

8. Intellectual Property

- 8.1. Without prejudice to the provisions of Article 7 of these terms and conditions, MEGA Media reserves the rights and authorities that are granted to it under copyright law.
- 8.2. All materials provided by MEGA Media, such as samples, quotes, advice, designs, sketches, drawings, reports, etc., are intended solely for use by the client and may not be reproduced, disclosed, or shared with third parties for reproduction purposes without prior permission from MEGA Media.
- 8.3. MEGA Media also retains the right to use the knowledge gained during the execution of its work for other purposes, provided that no confidential information is disclosed to third parties.
- 8.4. The client indemnifies MEGA Media and, if necessary, compensates it for all costs and damages incurred by MEGA Media as a result of claims from third parties against MEGA Media concerning the infringement of rights, including patent and copyright, due to the use of data, photos, models, or other materials provided to MEGA Media by the client. Disclosure, reproduction, and/or use of such works (e.g., photos, drawings, designs, trademarks) may only take place with the permission of the rightful owner. The client guarantees that they are authorized to instruct MEGA Media to produce such disclosure and/or reproduction and provides MEGA Media with full indemnification against related claims.
- 8.5. The client acknowledges familiarity with the printing process used in the production of the product.

9. Termination

- 9.1. For contracts with a longer duration, either party may terminate the agreement at any time, provided that the termination is made in writing and is substantiated with reasons. In this case, both parties must observe a notice period of at least 3 months.
- 9.2. In the event of early termination, MEGA Media is entitled, in addition to reimbursement of incurred costs, to a portion of the fee to be determined reasonably, taking into account the work already completed, the benefit the client has derived from it, and the reason for the termination.

10. Termination of the Agreement

- 10.1. The claims of MEGA Media against the client are immediately due in the following cases: If circumstances that became known to MEGA Media after the conclusion of the agreement give MEGA Media reasonable grounds to fear that the client will not fulfill their obligations; If MEGA Media requested the client to provide security for the fulfillment of the agreement at the time of its conclusion, and such security is not provided or is insufficient.
- 10.2. In these cases, MEGA Media is entitled to suspend further performance of the agreement or to proceed with the termination of the agreement, without prejudice to MEGA Media's right to claim damages.
- 10.3. If circumstances arise concerning persons and/or materials that MEGA Media uses or intends to use in the performance of the agreement, and these circumstances are of such a nature that the execution of the agreement becomes impossible or is made so difficult and/or disproportionately expensive that it can no longer be reasonably required, MEGA Media is entitled to terminate the agreement.

11. Design Fee Honorarium

- 11.1. For offers and agreements in which a fixed honorarium is offered or agreed upon, sections 2, 6, and 7 of this article apply. If no fixed honorarium is agreed upon, sections 3 and 7 of this article apply.
- 11.2. The parties may agree on a fixed honorarium when the agreement is made. The fixed honorarium is exclusive of VAT in Euros.
- 11.3. If no fixed honorarium is agreed upon, the honorarium will be determined based on the actual hours spent. The honorarium is calculated according to MEGA Media's usual hourly rates applicable for the period in which the work is carried out, unless a different hourly rate has been agreed upon.
- 11.4. Any cost estimates are exclusive of VAT in Euros.
- 11.5. For projects with a duration of more than 30 days, the due costs will be invoiced periodically.
- 11.6. If MEGA Media agrees on a fixed honorarium or hourly rate with the client, MEGA Media is nonetheless entitled to increase this honorarium or rate (for example, due to increases in material costs or additional costs from third parties engaged by MEGA Media or extra work).
- 11.7. If the increase exceeds 25%, the client has the right to terminate the agreement immediately.

12. Payment

- 12.1. Payment of the invoice for products must be made 100% in advance, via a secure payment link or by bank transfer of the amount due to the bank account of MEGA Media specified on the invoice. Only after the client has paid 100% will MEGA Media begin the production of the (custom-made) items for shipment.
- 12.2. Payment of the invoice for design services honorarium must be made 50% in advance and 50% upon delivery, via a secure payment link or by bank transfer of the amount due to the bank account of MEGA Media specified on the invoice. Only after the client has paid the initial 50% deposit will MEGA Media begin the design process for custom production concepts and other creative input.
- 12.3. If different payment terms have been agreed upon for points 12.1 or 12.2, this does not release the client from the obligation to pay the full amount within the mutually agreed period.
- 12.4. In the event of liquidation, bankruptcy, or suspension of payment by the client, the client's obligations will become immediately due.

13. Right of Retention and Right of Suspension

- 13.1. If the client fails to pay the amount owed to MEGA Media, MEGA Media has the right to withhold any documents provided to it by or on behalf of the client, as well as the outcomes and results of MEGA Media's work, until full payment of the amount owed to MEGA Media has been made or sufficient security for payment has been provided.

13.2. In the case mentioned in 13.1, MEGA Media will also be entitled to suspend its work for the client until full payment of the amount owed to MEGA Media has been made or adequate security for payment has been provided.

14. Complaints

- 14.1. If the client chooses to pick up the delivery themselves, they are obliged to inspect the product immediately upon pickup and report any complaints directly. In this case, the right to make complaints about the delivery at a later time will expire.
- 14.2. If the delivery is made to the client, they are obliged to inspect the product immediately upon delivery and report any complaints in writing within 5 days to MEGA Media, accompanied by photos. In this case, the right to make complaints about the product at a later time will expire.
- 14.3. If a complaint is justified, MEGA Media has the option to either take the product back for investigation or reduce the invoice issued. When submitting a complaint, the product must be returned for investigation. If it is not possible to return the product, the right to process or compensate the complaint will be forfeited.
- 14.4. If taking back or remanufacturing the agreed product is no longer possible or meaningful, MEGA Media will only be liable within the limits of Article 15.
- 14.5. Even if the client files a complaint on time, their obligation to pay remains.
- 14.6. Complaints related to a specific delivery will not affect prior or subsequent deliveries and do not grant the right to refuse payment for the respective or prior or subsequent deliveries. If the product has already been installed, the right to return or claim is forfeited.
- 14.7. Defects in part of the delivery do not grant the client the right to reject the entire batch.
- 14.8. Products are manufactured by MEGA Media or its suppliers on demand and always involve unique, custom-made productions. For this reason, we cannot accept returns in the case of dissatisfaction or incorrect measurements.

15. Liability

- 15.1. The liability of MEGA Media is always limited to the amount of the respective invoice or the agreed fee. For projects with a longer duration, liability is further limited to the fee portion or order portion due for the last month..
- 15.2. If the provided digital image material is lost or rendered unusable for any reason, MEGA Media will not compensate the client for this. The client is expected to retain their own copy.
- 15.3. For the delivery of color prints, samples, or end products, in any form, MEGA Media cannot guarantee that the colors will not change or fade due to the specific properties of the color material, ambient lighting, or installation. For orders of color images, MEGA Media similarly does not guarantee that the delivered images will not exhibit color discrepancies when compared to the original (digital) images. MEGA Media commits to using the material for its production to the best of its ability but without any guarantee obligation. The client accepts that due to the production method of MEGA Media or its suppliers, the properties of the material to be reproduced may change, such as color, nuances, contrast, brightness, sharpness, and graphical representation.
- 15.4. The client may not claim product quality liability arising from the use or application of the delivered material, due to moisture, glue, extreme UV radiation, environmental factors, wall or mounting materials.
- 15.5. All sizes, weights, images, and other data related to the goods to be supplied, as stated in offers, brochures, catalogs, and other promotional materials, or quotations, are for informational purposes and are not binding.
- 15.6. MEGA Media is obliged to carefully store information and documents originating from the client during the execution of the assignment. MEGA Media is not obligated to retain such information and documents after the completion of the assignment. Except in cases of intent or gross negligence, MEGA Media cannot be held liable for any damage resulting from the loss of the information or documents referred to in this article.
- 15.7. Damage, as referred to in this article, also includes claims from third parties. The client expressly indemnifies MEGA Media from such claims.
- 15.8. The limitations of liability included in these terms and conditions do not apply if the damage is caused by intent or gross negligence on the part of MEGA Media or its managerial subordinates.
- 15.9. The client indemnifies MEGA Media from costs arising from the lending of digital photographic material for reproduction purposes.
- 15.10. The client is responsible for retaining their own copy of any materials loaned to MEGA Media.

16. Force Majeure

- 16.1. Force majeure refers to circumstances that prevent the fulfillment of an obligation, and which cannot be attributed to MEGA Media. These include (to the extent that these circumstances make fulfillment impossible or unreasonably difficult): strikes in companies other than those of MEGA Media, wildcat strikes, or political strikes within MEGA Media's company; a general shortage of required materials; disability; fire; theft; burglary; war; viruses, printing failure, computer failure, courier failure; non-performance by third parties involved by MEGA Media in executing the order; unforeseen delays with suppliers or other third parties upon which MEGA Media depends, and general transport issues or customs checks during shipments, as well as deliveries to remote areas.
- 16.2. MEGA Media also reserves the right to invoke force majeure if the circumstance preventing (further) fulfillment occurs after MEGA Media was due to fulfill its obligation.
- 16.3. During force majeure, MEGA Media's obligations are suspended. If the period in which fulfillment is not possible due to force majeure lasts longer than 14 days, both parties are entitled to terminate the agreement without any obligation to pay damages.
- 16.4. If MEGA Media has already partially fulfilled its obligations or can only partially fulfill them upon the onset of force majeure, MEGA Media is entitled to invoice the executed or executable part separately, and the client is required to pay this invoice as if it were a separate contract. However, this does not apply if the executed or executable part has no independent value.

17. Dispute resolution

- 17.1. Notwithstanding the statutory rules for the jurisdiction of the civil court, any dispute between the client and the contractor, if the court has jurisdiction, will be settled by the Court in Amsterdam. However, MEGA Media remains entitled to summon the client before the court with jurisdiction according to the law or the applicable international treaty.

18. Applicable law

- 18.1. Dutch law applies to any agreement between MEGA Media and the client.

19. Consumers

- 19.1. If the client is a natural person who is not acting in the exercise of a profession or business, the provisions will also apply, taking into account the consumer protection laws that are in effect for such situations.

20. Address and registration

- 20.1. MEGA Media V.O.F.
Maandagstraat 46, 1335 LG, Almere, The Netherlands, EU.
info@megamedia.nl
Chamber of Commerce Flevoland: 53658957

21. Copyright MEGA Media

- 21.1. All texts, illustrations, designs, models, trademarks such as La Aurelia, La Aurelia design, Designers Walls, w-allpaper.com, and logos of MEGA Media or the respected trademarks, are part of MEGA Media VOF and are the property of MEGA Media VOF.
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