At HarrimanSteel we believe in being open with our clients

about what they can expect from us. All of the work that we

undertake for you is governed by these Terms and Conditions which we have tried to make as clear and comprehensive as possible.

1. **Definitions**

To make meanings clearer in this document the following words have the following meanings:

“Agreement” shall mean any agreement between Client and HarrimanSteel B.V. under which HarrimanSteel B.V. has agreed to undertake the Project;

“Agency”, “our”, “us” and “we” shall mean HarrimanSteel B.V (registered in the Netherlands under company number 61831484) of Herengracht 320, 1016CE Amsterdam.

“Client”, “you, “your” and “yours” shall mean the person or entity that has instructed us to undertake the Project and with whom we enter into an Agreement;

“Terms and Conditions” shall mean this document which sets out the terms and conditions of sale applicable to any verbal or written offers, quotations and agreements between you and us;

“Budget” shall mean the cost of the Project that we may have agreed with you which may be in the form of a quotation or proposal;

“Content” is a reference to any material including but not limited to photographs, images, data, software, videos, text, music, sound, graphics provided by you to us for use in conjunction with a Project;

“Deliverables” shall mean the output of any services provided or materials supplied, including without limitation printed material, graphics, drawings, models, artwork, photographs or negatives or any other work or material prepared or created pursuant to this Agreement;

“Fee” shall mean the fees for the Project which shall be invoiced to Client in accordance with the Agreement and these Terms and Conditions;

“Intellectual Property Rights” or “IPR” means patents, rights to inventions, copyright and related rights, typography rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights of a similar nature, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world;

“Project” shall mean the work that we carry out for Client in accordance with these Terms and Conditions which shall result in the Deliverables; “Proposal” shall mean a verbal or written offer by Agency to Client to enter into an Agreement. A Proposal defines the scope of the Project and a Proposal may or may not contain a Quotation and/or a Budget;

and

“Quotation” shall mean the approximate cost of the Project.

1. **These Terms and Conditions**
   1. These Terms and Conditions are applicable to all verbal or written offers, quotations and agreements between Client and Agency.
   2. The applicability of any terms and conditions of Client is explicitly rejected.
   3. These Terms and Conditions also apply to those agreements with us for which we are required to engage third parties for the purpose of performance.
   4. We reserve the right to make additions and/or amendments to these Terms and Conditions.
   5. If one or more provisions of these Terms and Conditions is/are declared fully or partially null and void or is/are annulled, the other provisions of these Terms and Conditions will remain in full force and we will consult one another in order to agree on one or more new provisions to replace the null and void or annulled provision(s), maintaining the purpose and intent of the null and void or annulled provision(s) insofar as possible.
2. **Quotations and Proposals** 
   1. Where you have requested we will provide you with a Quotation for the Project. Our Quotations are valid until retraction by us, but in any case not longer than 30 days.
   2. The specifications and other information in a Quotation are an approximation and are subject to change.
   3. All Proposals shall be non-binding, unless the Proposal stipulates a deadline for acceptance. Proposals shall in any case automatically be revoked 30 days after the Proposal is made.
   4. The prices in a Proposal, a Budget, a Quotation and our Fee are exclusive of VAT and possible fees for currency exchange, unless explicitly stated otherwise.
   5. After an accepted Proposal, we enter into an Agreement with the Client. We shall be entitled to charge the Client a Fee for the Project in accordance with a Budget or Proposal.
   6. Any changed costs of production and/or other changes will be chargeable.
3. **Preliminary or additional work**
   1. All work carried out at the Client’s request whether exploratory or otherwise shall be chargeable at our current hourly or daily rate as appropriate.
   2. Any agreed additional work and/or Deliverables outside the original scope of the Project, will be chargeable. Additional work and/or Deliverables outside the scope of the original Project shall be charged at the current hourly or daily rate as appropriate and additional fees and costs shall be added to the Budget. Any additional costs that we incur as a result of additional work and/or Deliverables will also be charged. Where possible, we shall give the Client a prior written notice of any additional costs and shall not incur such additional costs without prior notification.
4. **Project**
   1. The Client hereby instructs the Agency to deliver the Project and to be its exclusive provider of the services for the duration of the Project all in accordance with these Terms and Conditions. In consideration for the payment of the Fee, the Agency shall undertake the Project with reasonable skill and care.
   2. In order to enable the Agency to deliver the Project and to perform its obligations under this Agreement, the Client agrees that it shall not engage or employ another person or entity to provide the same or similar services as those provided by the Agency for the duration of the Project save where this Agreement has been terminated by either party in accordance with these Terms and Conditions.
   3. A written approval via email is required for all necessary elements of the Project which shall be construed as confirmation from the Client that you have checked the Deliverables for content and accuracy and that the Deliverables meet the specifications required by the Client.
   4. Client will ensure that all information that we indicate is essential or that Client reasonably ought to understand is essential for the performance of the Agreement, is provided to us in a timely manner. If the information needed for the performance of the Agreement has not been provided to us in a timely manner, we are entitled to suspend the performance of the Agreement and/or to charge the extra costs arising from the delay to Client.
5. **Proofs**
   1. Proofs of all work may be submitted for the Client’s approval and the Agency shall incur no liability for any errors not corrected by the Client in proofs so submitted. Any alterations to proofs made by the Client may give rise to an additional charge which we shall be entitled to invoice as part of the Fee.
6. **Delivery**
   1. All periods, timelines, delivery dates, deadlines and other dates communicated by Agency are of an indicative nature and are never to be treated as final and strict deadlines.
   2. Breaches of agreed delivery periods will not result in default.
7. **GDPR**
   1. Agency will endeavour to comply with legislation in the field of privacy and personal data protection (including the General Data Protection Regulation and/or other national or international legislation). More information about how Agency handles personal data can be found in the Agency Privacy Statement, which is available on its website.
8. **Intellectual Property Rights** 
   1. The ownership of all present and future Intellectual Property Rights of whatever nature in material acquired or created by us arising out of the Project and in the Deliverables will rest with us until the Fee is paid in full.
   2. All documents and products supplied by Agency, such as recommendations, agreements, designs, prototypes, graphic representations, etc, are exclusively intended to be used by Client and may not, without the prior written consent of Agency, be reproduced, published or shared with third parties unless the nature of the documents in question gives rise to a different conclusion.
   3. Unless agreed otherwise in writing, Agency is at liberty to use that which it has produced in the context of the Project for Client for its own publicity or marketing purposes.
9. **Complaints**
   1. Complaints about the quality or completeness of the work done by Agency or any other defect, must be submitted to Agency by the Client in writing within 8 days after discovery of the possible defect, but in any case within no more than 30 days after completion of the work in question, in the absence of which any (possible) rights and/or claims will lapse.
   2. If the Client submits a complaint in a timely manner, this will not suspend its payment obligation. In that case the Client also remains obliged to take delivery of the products or services and to make payment.
   3. If the Client fails to submit a complaint in a timely manner, it will no longer have any right to rectification, replacement or compensation.
   4. If the Client demonstrates in a well-founded complaint that rectification or replacement would be pointless, there will be an entitlement to compensation within the limits set out in article 13.
10. **Payment**
    1. Payment on all invoices shall be made by the Client in full within 30 days of the date of the invoice using the payment method notified to the Client.
    2. Payment shall be made in currency of the quotation and invoice.
    3. In some cases we may stipulate that payment of the Fee must be made in advance and this will be set out in the Proposal, Quotation or in the Budget provided to the Client.
    4. The Agency is entitled to charge Value Added Tax (VAT) at the current rate in force in addition to any other Fees the Agency may be entitled to charge under the terms of the Agreement. This includes any fees regarding Agency’s insurance and possible required currency exchanges.
    5. Should expedited delivery be agreed an extra Fee may be charged to cover any overtime or any other additional costs that we may incur as a result.
    6. If the Project is suspended at the request of the Client for a period of 28 days or more the Agency shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
    7. If the Project or this Agreement is terminated by Client, the Agency shall be entitled to payment of all expected work of a stage as formulated in the Proposal, and 50% of the following stage as formulated in the Proposal, above the payment of work already carried out, materials specially ordered and other additional costs including storage.
    8. In addition to the Fees which we are entitled to charge for the Project we shall also be entitled to charge for any expenses properly incurred by us on Client’s behalf when delivering the Project.
    9. All expenses may be invoiced upon occurrence.  
       Expenses may include reasonable travel costs, subsistence, accommodation, couriers, print/copy or stationery costs, digital storage costs, and telephone charges.
    10. Objections to invoices nor Complaints will allow Client to suspend its payment obligations towards Agency.
11. **Overdue Invoices**
    1. If Client fails to comply with its obligation to make payment within 30 days, Client will immediately be in default.
    2. From the date of default, Client shall incur a penalty-interest of 5% per month on the overdue amount, without prejudice to Agency’s right to claim performance or compensation.
    3. If Client is in default, all costs, including attorney’s fees and other (extra)judicial costs incurred in obtaining payment in and out of court, will be borne by the Client. The extrajudicial costs shall amount to at least 15% of the overdue amount, with a minimum of € 500.
    4. If a Client is in default, Agency is allowed to suspend Agency’s obligations under the Agreement or to terminate the entire Agreement. Any work performed will be chargeable at current hourly or daily rates as appropriate and any costs incurred by Agency will be fully charged.
12. **Termination**
    1. The Agreement is concluded for the duration of the Project in question, unless the nature of the Agreement gives rise to a different conclusion or the parties explicitly agree otherwise in writing.
    2. If the Client wishes to cancel the Project and terminate the Agreement Client may do so provided that Client notifies us of this in writing. An early termination is only possible with due observance of a notice period of 15 business days. Any work performed will be chargeable at current hourly or daily rates as appropriate and any costs incurred by Agency will be fully charged.
    3. We reserve the right to cancel or suspend the Project at any time should we reasonably consider or suspect that the Client has acted in breach of these Terms and Conditions.
    4. We also reserve the right to terminate this Agreement at any time if the Client is declared bankrupt, enters into any arrangement with their creditors, or being a company, go into liquidation or is wound-up, or being a partnership, is dissolved or if, in our reasonable opinion, one of the aforementioned events is likely to occur.
    5. If the Project or this Agreement is terminated for whatever reason the Client shall be liable to reimburse us for all time and external costs that we have incurred on Client’s behalf up to the date of termination.
13. **Confidentiality**
    1. Both parties hereby undertake to the other to take all reasonable steps to keep confidential any information relating to the other party which it obtains during the course of this Agreement where such information is of a confidential or commercially sensitive nature. This obligation of confidentiality does not extend to any information which (i) is in the public domain, (ii) was in its possession prior to the commencement date  
       of the Project or (iii) was disclosed by a third party not acting in breach of a confidentiality obligation.
    2. Upon termination of this Agreement each party shall promptly return to the other all confidential information in whatever format (including all copies) that it may hold on the other party.
14. **Limitation of Liability and Indemnity**
    1. Agency is not liable for losses, except in the case of deliberate intent or gross negligence by Agency. Any liability of Agency shall be limited to direct damages and shall be limited to the Fee the Client has paid to Agency for the Project or be limited to Agency’s insurance coverage, whichever is higher.
    2. Client indemnifies Agency for claims of third parties against Agency in connection with (alleged):
15. losses as a consequence of products or services supplied to the Client being used contrary to law or without due care;
16. infringements of intellectual property rights to any materials and/or information supplied by the Client and used in the performance of the Agreement;
17. losses as a consequence of data, information, website(s) and such like stored by the Client;
18. false or misleading advertising or sales practices.
    1. The following shall never be the responsibility of Agency:
       1. the correctness of any Content or errors in the Content in the form it is received;
       2. the quality of any images provided to us by the Client which are used as part of the Project, and;
       3. any failure of the Project and the Deliverables to meet or generate any target response levels from customers.
19. **Force Majeure**
    1. Should the Agency’s operation of its business or the operation of the business of any of its suppliers be stopped, interrupted or restricted by any cause beyond its reasonable control including but not limited to war, civil commotion, strikes, fire, explosion or other form of force majeure, the Agency may, without incurring any additional liability to the Client, serve notice on the Client identifying the relevant event and anticipated delay and altering the date or dates for delivery of the Deliverables until the event or circumstances causing the stoppage, interruption or restriction have ceased. If delivery or performance has been suspended for any such reason the Client shall not be liable to make any payment to the Agency until deliverables are supplied.
20. **Content Guidelines**

The Client is required to ensure that all Content submitted to us complies with the following:

* 1. Any description of good or services of the Client are complete and accurate and must not be false, inaccurate or misleading and complies with the Code of Advertising Practice in all respects;
  2. The Client must be the legal owner of the copyright and all Intellectual Property Rights in the Content;
  3. No Content should contain pornographic or obscene content nor should it be designed to incite violence or racial hatred, be defamatory, in bad taste, damage our reputation or name or be otherwise objectionable or contravene any law or regulation;
  4. Any names, logos and trademarks supplied by Client and used as part of the Project must be owned by the Client or used by Client under licence.
  5. Client warrants and represent to us that in the case of any Content submitted for publication by Client which contains the name or pictorial representation, whether photographic or otherwise, of any living person or any part of the anatomy of any living person or any material by which any living person may be identified, Client has obtained the authority of that living person to make use of his or her name, identity, image, representation and/or copy.

1. **Code of Conduct**
   1. At HarrimanSteel, we partner with like-minded visionaries to ignite your purpose, inspire your audience and challenge the status quo. We believe creative thinking can deliver positive change and a measurable impact for all. That’s why we believe it’s important to have a shared vision concerning our work values. We added our Code of Conduct (Annex 1) to these Terms and Conditions to define these values.
2. **Applicable law and disputes**
   1. The law of the Netherlands shall exclusively apply to the Agreement.
   2. The applicability of the Vienna Sales Convention is excluded.
   3. All disputes arising in connection with the Agreement, or these Terms and Conditions shall, insofar as not otherwise prescribed by mandatory law, be subject to the jurisdiction of the competent court in Amsterdam.

**Annex 1: Code of Conduct**

**Who are we?**

Established in 1999, HarrimanSteel is an independent creative agency founded by art school friends Julian Harriman-Dickinson & Nick Steel.

Spanning 22 years, delivering cross-platform design and strategy expertise, HarrimanSteel collaborates with brands that want to challenge the status quo and mobilise their audiences. The agency believes simply selling is not enough.

With a passionate, close-knit and passionate team, HarrimanSteel will continue to focus on making work that matters.

**What’s our purpose?**

Vision: To change the world for the better using creative thinking.

Mission: Partner with progressive brands that have the appetite to affect positive change, actively challenging the status quo to engage and mobilise their audiences.

Purpose: We are in business to deliver positive change through the power of creative thinking.

**What do we do?**

Challenge: We are driven by creativity, this is our weapon of choice. To cut through the noise, inspire and make our audiences feel something by challenging the status quo.

Collaborate: We are experts in working with youth audiences. Today’s youth are activists at heart and aren’t afraid to stand up and be counted. This generation wants like-minded brands that reflect their values, beliefs and aspirations. We collaborate with brands, to build strong authentic relationships.

Change: We believe brands need to pick up the baton to drive positive and social change. We partner with like-minded visionaries, redefining the questions brands should be asking to make a positive and measurable impact.

**This is our Code**

The HS Code of Conduct provides an overview of the policies that apply to us and the work we do.

Our Code outlines the values we share and what is important to us. That’s why we require our internal and extended team to comply with the Code. We choose who we do business with carefully and expect them to observe these same values and comply with the law.

Consider how your actions and decisions might affect others, and HarrimanSteel as a whole. Lead by example and make sure everyone knows the Code is applicable to whoever we work with.

Do not take shortcuts that could compromise the safety of others.

HS encourages and protects those who speak up when they encounter behaviour that is unethical, illegal or goes against our Code.

We know it takes courage to come forward and share your concerns but we always encourage a culture of openness and honesty. If you see or suspect anything illegal, unethical, inappropriate, or experience anything that does not align with our values, please speak up.

**Data & Privacy**

Collect and use only the data we need to perform our jobs, and keep it only as long as we need. Never use data for personal benefit.

Do not share any personal data with third-parties unless it is necessary for the service to carry out or there is a legal obligation to do so.

Take all reasonable measures to ensure our and your data is protected from unauthorised access, and disclose immediately if you believe this has been breached.

Our full take on privacy can be found in our Privacy Statement on our website.

Please assume all HS and client information and intellectual property is confidential unless it was made public already.

Think twice before you post on social media or share anything externally that could remotely be considered confidential information.

For our full take on Confidentiality we refer to Article 14 (Confidentially) in our general terms and conditions found on our website.

**Bribery & Corruption**

Don’t bribe anybody, anytime, for any reason. We do not offer, promise, give or accept money or anything of value to or from third parties to get an improper business advantage.

Providing gifts or hospitality to a third party has its time and place. But it’s to be avoided when it compromises professional judgement, creates a conflict of interest, makes you or anyone else feel a sense of obligation or is illegal in the country in which it occurs.

We take particular care when working with or evaluating prospective third parties. We don’t use them to do anything that is prohibited by law, our Code or policies.

**Diversity & Inclusivity**

HarrimanSteel is an equal opportunity business and is committed to encouraging equality, diversity and inclusion among our internal and extended teams.

The aim is for our team and those whom we work with to be truly representative of all sections of society, and to value individual differences. It’s not about where you come from, what your religion is, or what beliefs you bring with you. It’s about sharing the same values as us, and being in-line with our vision, mission, and purpose.

We never discriminate because of age, disability, race, religion or belief, gender and sexual orientation.

HarrimanSteel operates a zero tolerance policy for any form of discrimination or harassment.

We treat one another with respect, period.

We treat all incidents seriously and promptly investigate all allegations. Anyone, including employees of HarrimanSteel, clients, customers, casual workers, contractors or visitors found to have been in breach of this will face disciplinary action.

All complaints will be treated with respect and in confidence. No one will be victimised or shamed for speaking up.

**Community & Environment**

Consider the impact on the environment with all decisions you make. Strive to use lean, green, environmentally friendly products wherever possible.

Reduce the amount of waste you produce, and always dispose of waste in a responsible manner.

HarrimanSteel pays a fair living wage and we expect all those we work with to do the same.

Ensure your environment is safe at all times. This means following all health and safety regulations where applicable and undergoing maintenance or risk assessments in a timely manner.

We promote healthy lifestyles and support activities that enhance our health, wellbeing and work-life balance.

We are committed to making a difference in the communities where we live, work and play. We support our team in their volunteering involvement and participation in charitable activities.