



General terms and conditions New Contour

Article 1 Parties and definitions

1. Micro Hair Pigmentation: New Contour, located in Landsmeer, Langhuislaan 41 1121 RL, registered with the Chamber of Commerce under number 73582875, user of these general terms and conditions.
2. Further information from New Contour:
Website: www.newcontour.nl
Email: info@newcontour.nl
Phone number: 020-776 5005 / 06-10429086
3. The Customer: the (potential) customer of the goods and services offered by New Contour.

Article 2 Applicability

1. New Contour declares these general terms and conditions applicable to every offer from New Contour and, whether or not resulting from it, agreements that the parties have entered into with each other. To the extent that the content hereof has not been changed and/or no more specific conditions apply between the parties, these general terms and conditions will also apply to future contractual relationships between the parties.
2. Deviations from these conditions only apply to the extent that they have been expressly agreed in writing by the parties.
3. General (purchasing) conditions of the Customer are expressly rejected.
4. Third parties involved by New Contour in the execution of the agreement can also rely on these general terms and conditions.
5. If one or more (part(s)) of the provisions of these general terms and conditions are null and void or are annulled, the other provisions of these general terms and conditions will continue to apply. The parties will then enter into consultation to agree on new rules to replace the void or voided provisions, in which the purpose and scope of the void or voided provisions will be reflected as much as possible.

Article 3 Offer and agreement

1. Every offer, in the form of a quotation or otherwise, is completely and unconditionally without obligation and revocable and has a validity of 30 days, unless otherwise indicated in writing by New Contour.
2. An offer does not automatically apply to subsequent orders, repeat orders or extensions.
3. The prices as stated on the website or in another form of an offer are in Euros and exclusive of VAT and subject to levies, surcharges and other factors. The prices on the website are expressly only target prices and therefore not binding.
4. All statements by New Contour of numbers, sizes and color of the goods in the designs, drawings, images, photos or models shown or provided are only indications. A minor deviation from this in the delivered item does not lead to a shortcoming in the fulfillment of the agreement on the part of New Contour.
5. Obvious typos and inadvertent errors in the offer are not binding New Contour.



6. The agreement is concluded when the Customer has accepted New Contour's quotation and New Contour has confirmed the conclusion of the agreement in writing, or after New Contour, or a third party on its behalf, has commenced the execution of the agreement.
7. The agreement is expressly entered into under the suspensive condition of sufficient availability of goods, therapists, beauticians and/or location.

Article 4 Execution of the agreement

1. New Contour represents the interests of the Customer within the limits of the assignment given. New Contour will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. The Customer acknowledges that New Contour has artistic freedom in the execution of the agreement insofar as no specific properties, functions or wishes of the Customer are laid down in the main agreement/quotation. All services provided by New Contour are performed on the basis of a best efforts obligation, unless and insofar as New Contour has expressly promised a result in the written agreement and the result in question has also been described with sufficient specificity.
New Contour has the right to carry out anything that is not expressly described in the assignment at its own technical and creative discretion. The liability for the fee is therefore in no way dependent on the outcome of the assignment or the result.
2. The Customer gives New Contour the opportunity to carry out the assignment. The Customer undertakes to provide the necessary cooperation for the execution of the agreement with New Contour.
3. Services will only take place after the agreement has been concluded.
4. New Contour will attempt to fulfill the agreement within the stated/estimated period. This period is not fatal, which means that the Customer always defaults on New Contour first must be imposed, whereby a sufficient and reasonable period must be set before any remedy can be taken.
5. New Contour is free to have the assignment carried out by third parties. Art. 7:404 of the Dutch Civil Code is expressly excluded from the agreement.
6. New Contour is entitled to change the location for the work to be carried out.
7. The Customer accepts that the timing of the assignment may be influenced if the parties decide to change the approach, working method or scope of the assignment and the resulting work. If the Customer makes interim changes to the execution of the assignment, New Contour will make the necessary adjustments on behalf of the Customer. If this leads to additional work, New Contour will charge the Customer for this as an additional assignment. New Contour may charge the Customer for additional costs for changing the order, unless the change or addition is the result of circumstances attributable to New Contour.
8. New Contour does not conduct research into individual medical/physical or other negative consequences for a person when carrying out the work by New Contour. The services could also have a negative impact, for example in the form of an allergic reaction or lead to headaches or other minor physical injuries. The Customer is responsible for investigating such influences and for this purpose the Customer is obliged to have the services performed carefully, to build up the intensity slowly and to immediately refrain from further services in the event of (the appearance of) a negative influence.



9. New Contour is entitled to execute the agreement in different phases and to invoice the part thus executed separately. If the agreement is executed in phases, New Contour may suspend the execution of those parts that belong to a subsequent phase until the Customer has approved the results of the preceding phase in writing. After approval, New Contour can no longer be held liable for defects that could reasonably have been known at the time of approval
10. Without being in default, New Contour may refuse a request to amend the agreement if this could have consequences in qualitative and/or quantitative terms, for example for the work to be carried out in that context.

Article 5 Prices, payment and suspension

1. The offer was made in good consultation. By concluding the agreement, the parties consider the prices to be reasonable and fair.
2. Unless otherwise agreed, the Customer must have paid the entire sum in full immediately prior to the execution.
3. If payment is made on invoice, payment must be made within 14 days of receipt of the invoice by means of cashless transfer
4. If the agreed payment term is exceeded, New Contour is immediately entitled to charge the Customer default interest of 1% of the principal amount per month as well as an amount for extrajudicial collection costs. The latter costs amount to 15% of the principal amount due with a minimum amount of EUR. 40,- excluding VAT.
5. A composite quotation does not oblige New Contour to carry out part of the assignment for a corresponding part of the stated price.
6. Without the express and written permission of New Contour, the Customer is not permitted to apply settlement and/or suspension and/or withholding with regard to payment obligations.

Article 6 Obligations of the Customer

1. The Customer gives New Contour the opportunity to carry out the assignment. The Customer undertakes to provide the necessary cooperation for the execution of the agreement with New Contour. This includes, among other things:
 - a) Ensure that New Contour has timely access to the information required for the assignment, including, but not limited to, information about any physical limitations and allergies and other details regarding the Customer. If the service takes place at a location selected by the Customer, the additional obligations imposed on the Customer apply:
 - b) Provide a safe and clean area(s);
 - c) Ensure that work and/or deliveries to be carried out by third parties, which do not form part of New Contour's assignment, are carried out in such a way and in such a timely manner that the execution of the assignment is not delayed;
 - d) Arranging the rooms in which the service is performed in such a way that New Contour can start the assignment immediately upon arrival;
 - e) Ensure that New Contour has sufficient facilities for the supply, (safe) storage and/or disposal of any aids;
 - f) New Contour must be able to enter the object in which the work is being carried out at all times. The Customer must therefore be present during the execution of the



assignment or provide access, for example by making a key available;

g) To refrain from imposing conditions on entering the object and/or the space in which the work is carried out by New Contour, including conditions regarding clothing and materials to be used.

2. If, in the opinion of New Contour, the on-site conditions are such that safety cannot be guaranteed, New Contour's services cannot take place undisturbed or there are other obstacles to the execution of the assignment, the service (to be provided) by New Contour will not continue or will be prematurely terminated without the Customer being entitled to any refund of monies paid or compensation for damages.
3. If the obligations in paragraph 1 are not fulfilled (on time), the Customer must inform New Contour of this in a timely manner. New Contour is entitled to charge the Customer for any additional costs involved, such as travel or wage costs.
4. If the obligations in paragraph 1 are not fulfilled (on time), New Contour is not obliged to compensate the Customer for damage resulting from delays in delivery.
5. The Customer ensures that all information that New Contour indicates is necessary or that the Customer should reasonably understand is necessary for the execution of the agreement, will be provided to New Contour in a timely manner. The Customer bears the risk and responsibility for correct and timely delivery of the required information and its contents, regardless of how the Customer provides it. If the required information is not provided to New Contour in a timely manner, New Contour has the right to suspend the execution of the agreement and/or to charge the Customer for the additional costs resulting from the delay at the usual rates.
6. Prior to implementation, the Customer must provide New Contour with the agreed and required items and information, such as allergies and (medical) complaints. New Contour will assess these to the best of its knowledge. However, New Contour is not liable for damage caused by work being carried out without delay on the basis of incorrect items and information provided by the Customer
7. The Customer guarantees that digitally supplied material is safe and does not contain viruses or other harmful content that could in any way damage the computer systems, computer programs of New Contour and/or third parties.
8. The Customer will strictly comply with all user instructions and instructions applicable to the services, including the instructions given in these general terms and conditions and the manual for the work. The Customer is liable for all damage resulting from non-compliance or incomplete compliance with the above-mentioned usage instructions and instructions.
9. The Customer expressly bears the risk for damage caused by:
 - a) Defects to the (im)movable property on or in which the assignment is carried out;
 - b) Defects in materials or tools made available by the Customer.

Article 7 Change, cancellation and relocation

1. An order can be moved to another date free of charge by the Customer up to 48 hours before the agreed date, in consultation. If you move within 48 hours and no later than 24 hours before the agreed date and time, a 10% surcharge of the entire fee is due. If you move within 24 hours before the agreed date and time, a 25% surcharge of the entire fee is due.
2. Cancellation of an order by the Customer is possible up to 48 hours before the agreed date against an administrative fee of EUR. 50,-. If you cancel within 48 hours



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to 24 hours before the agreed date and time, 33% of the total fee is due. In case of cancellation within 24 hours before the agreed date and time, 50% of the total fee is due.

3. Cancellation or rescheduling is only possible in writing; The date of cancellation or relocation is the date on which written cancellation is received by New Contour. The cancellation costs are due and payable immediately upon cancellation.
4. New Contour is at all times entitled to replace a (tattoo) specialist or other staff charged with providing the service with another.
5. New Contour is entitled to cancel the service up to three days before the service is to be provided. The Customer will be informed of this immediately. New Contour will refund the fee paid by the Customer. If the Customer uses an alternative service offered by New Contour, the fee will not be refunded.
6. If an assignment temporarily cannot proceed due to force majeure, New Contour will make reasonable efforts to find an alternative option. If this is not possible, or if the continuation of an assignment is definitively not possible, New Contour will refund the price of the assignment in proportion to the services purchased.

Article 8 Acquisition, hiring, confidentiality and intellectual property

1. The Customer is not permitted to directly or indirectly use the (tattoo) specialists or (support) staff associated with the service without written permission, without the intervention of New Contour, either for existing services or for comparable services.
2. All rights to the material provided by New Contour remain reserved. Nothing from the publication(s) may be reproduced, stored in a durable data carrier, automated database or made public without the express prior written permission of New Contour. It is not permitted to make any material available to third parties.
3. The Customer is aware that the intellectual property relating to the services provided by New Contour, including the guidance provided by or on behalf of New Contour, belongs to New Contour. The Customer is not permitted to use any content of the website, whether or not published by New Contour, without prior written permission from New Contour, to reproduce, reveal and/or exploit guidance or other products of the mind.
4. New Contour reserves the rights and powers vested in it under the Copyright Act and other intellectual property laws and regulations. New Contour has the right to use the knowledge acquired through the execution of an agreement for other purposes, provided that no strictly confidential information of the Customer is made known to third parties.
5. All parties are obliged to keep confidential information that they have received in the context of the agreement, including information for guidance by New Contour, secret, subject to any legal obligations. Information is considered confidential if this has been indicated by the other party or if this is evident from the (type of) information.
6. If the Customer acts contrary to one of the five previous paragraphs, the Customer owes New Contour an immediately payable fine of EUR. 10,000 per violation, without prejudice to New Contour's right to claim full compensation.

Article 9 Warranty and liability

1. New Contour gives no guarantees or commitments regarding any result to be achieved by the assignment.



2. Except for liability under mandatory law, New Contour will also be on its side in the event of any shortcomings in the fulfillment of the agreement.
3. The Customer is obliged to make delivery and execution, in phases or otherwise, as quickly as possible only obliged to comply correctly, all within reason and in consultation with the Customer, without the Customer being able to assert any right to any compensation whatsoever, but to check within 24 hours for conformity with regard to quantity and quality. If the performance does not comply with the agreement and there is therefore a defect, the Customer must inform New Contour of this within 5 days after it has discovered this or could reasonably have discovered it.
4. After the provision of information as referred to in the previous paragraph, New Contour will reasonably repair or replace the defect free of charge. If neither of the two remedies described above provides a solution to effectively remedy the defect, the Customer has the right to terminate the agreement. The foregoing applies without the Customer being entitled to any compensation for damage from New Contour.
5. If the defect has arisen due to an error attributable to the Customer, The Customer has informed New Contour about the defect too late, The Customer has confirmed the completion of a phase, The Customer has given permission for the start of a subsequent phase, any right to repair, replacement or possible dissolution as described in this article expires. The burden of proof regarding the attribution of the error lies with the Customer.
6. If New Contour is immediately liable to the Customer, this liability will at all times be limited to the amount of any invoice amount plus 15% or otherwise to the amount covered by the professional or business liability insurance taken out by New Contour.
7. New Contour's liability does not at any time extend to consequential damage and, except for intent or gross negligence, also not to property damage, immaterial damage or lost profit.
8. The Customer indemnifies New Contour against damage suffered by third parties in connection with the agreement because New Contour has acted, including negligence, based on incorrect, incomplete or late information, data and documents provided by the Customer.
9. The existence of a defect does not suspend the Customer's payment obligation.
10. In all cases, the period within which New Contour can be held liable for compensation for damage is limited to 12 months. If the Customer suffers damage, this must be reported immediately to New Contour. The Customer is obliged to do everything reasonable to limit the aforementioned damage as much as possible.

Article 10 Termination of the agreement

1. New Contour has the right to terminate the agreement with the Customer with immediate effect for the future by means of a written notice without (further) prior notice of default if:
 - a) The Customer ceases its business operations in whole or in part or otherwise liquidates and/or significantly changes its business activities or transfers them to a third party without the prior written permission of New Contour;
 - b) The Customer is granted a (provisional or non-provisional) suspension of payments or the Customer is declared bankrupt, The Customer submits a request for the application of a debt restructuring scheme or The Customer is placed under guardianship or administration;
 - c) a right accruing to the Customer is seized.



2. In the event of termination of the agreement, all payments owed by the Customer to New Contour are immediately due and payable in full. If the assignment is not fully completed, the Customer owes a proportionate part of the total amount. There will be no refund of any credits.

Article 11 Force majeure

1. Force majeure means, in addition to what is understood in law and case law, all external causes, foreseen or unforeseen, over which New Contour has no influence. In this context, force majeure is in any case understood, but not limited to: fire at the location, bankruptcy or suspension of payment of New Contour, illness, extreme weather and traffic conditions, government restrictions regarding terrorism, disease, epidemics, pandemics, etc.
2. During periods of force majeure, New Contour's obligations are suspended. If compliance is impossible for more than one month due to force majeure or other circumstances arise that make it disproportionately burdensome for New Contour to fulfill its obligations, New Contour is entitled to terminate the agreement in whole or in part by notifying the Customer and without judicial intervention. terminate, without there being any obligation to pay compensation in that case.
3. If New Contour has already partially fulfilled its obligations when force majeure occurs, it is entitled to invoice separately for the part already delivered or performed, or to partially credit down payments.

Article 12 Forum, choice of law and transfer of rights

1. New Contour is authorized to transfer its rights and obligations under this agreement to a third party. The Customer is only authorized to transfer its rights and obligations to a third party with the written permission of New Contour.
2. This and other agreement(s) concluded between the parties are exclusively governed by Dutch law, with the express exception of the Vienna Sales Convention. If an obligation arises between the parties in the future, other than arising from an agreement, Dutch law will also apply to that obligation.
3. In the event that a dispute arises from the agreement between the parties, the exclusive and absolute competent court is the court in the district in which New Contour has its (main) place of business. In the event that a dispute arises between the parties regarding non-contractual obligations, the exclusive and absolute competent court is also the court in the district in which New Contour has its principal place of business.