



TERMS & CONDITIONS

1. INTRODUCTION

These General Terms and Conditions ("Agreement") apply to all legal relationships between Avant Garde B.V. ("Avant Garde", "we", "us", or "our") and the commercial partner ("Partner" or "you") entering into a collaboration with Avant Garde for the provision of publication, promotion, or other media-related services. By signing the quotation or agreement, the Partner acknowledges and agrees to these terms and conditions.

2. SCOPE OF SERVICES

Avant Garde offers a range of media products and services, including but not limited to digital content, print publications, activations, events, and campaigns. The specific services provided will be detailed in the signed quotation ("Quotation"). The Partner agrees to pay for the services as described in the Quotation and in accordance with these General Terms and Conditions.

3. AGREEMENT AND INVOICING

3.1 ACCEPTANCE OF THE QUOTATION

By signing the Quotation, the Partner accepts these General Terms and Conditions. Any changes or additions to the Quotation must be mutually agreed upon in writing by both parties.

3.2 INVOICING

Invoices for the services provided by Avant Garde will be issued upon publication or delivery of the relevant products or services. Payment shall be made within 30 days from the invoice date, unless otherwise agreed in writing between Avant Garde and the Partner.

3.3 LATE PAYMENTS

In the event of late payment, Avant Garde is entitled to charge statutory interest on the outstanding amount from the due date of the invoice, in accordance with Article 6:119a of the Dutch Civil Code. Additionally, the Partner is required to reimburse Avant Garde for all reasonable costs incurred in the collection of the payment, including collection costs and legal fees. Collection costs will be calculated in accordance with the statutory rates set forth in the Dutch Debt Collection Costs (WIK) Act.



4. PAYMENT DETAILS

All payments should be made to:

Avant Garde B.V.
IBAN NL96RABO0320386805
Bank Account No: 320386805

If there are any disputes or objections regarding an invoice, the Partner must notify Avant Garde in writing within 7 days of receiving the invoice. If no such notification is received, the invoice will be deemed accepted.

5. INTELLECTUAL PROPERTY

5.1 OWNERSHIP OF CONTENT

Avant Garde retains full ownership of all content created and distributed as part of the services provided unless otherwise agreed in writing. The Partner is granted a limited, non-exclusive license to use the content solely for the purposes specified in the Quotation.

5.2 USE OF TRADEMARKS AND LOGOS

The use of Avant Garde's trademark or logo assets, including logos, trademarks, and other intellectual property, must be approved in writing by Avant Garde in advance.

6. PUBLICATION AND APPROVAL OF CONTENT

6.1 RECEIPT OF CONTENT

Upon publication of the content, the Partner will receive a copy of the magazine or a link to the published content via Avant Garde's digital platform.

6.2 AMENDMENTS AND APPROVAL OF DRAFT VERSION

Avant Garde will submit the draft version of the content to the Partner for approval prior to publication. The Partner shall have 7 days from receipt of the draft version to provide feedback or requests for modifications. If the Partner does not respond within this period, the draft version will be deemed approved, and the final version may be published. Avant Garde is under no obligation to make modifications after this period.

6.3 CHANGES TO CONTENT

If the Partner requests changes to the content, Avant Garde will allow such changes to be made, provided they are reasonably feasible within the agreed timeline and scope of the collaboration. Any additional costs arising from such modifications may be invoiced separately.



7. CONFIDENTIALITY

Both parties agree to maintain the confidentiality of any proprietary or confidential information shared during the collaboration. This obligation will remain in effect even after the termination of the collaboration.

8. TERMINATION

8.1 TERMINATION BY AVANT GARDE

Avant Garde reserves the right to terminate the Agreement at any time, with or without cause, by providing written notice to the Partner. In the event of termination by Avant Garde, the Partner remains obligated to pay for any services rendered up until the date of termination.

8.2 TERMINATION BY THE PARTNER

The Partner may terminate the Agreement by providing written notice to Avant Garde. In such case, the Partner remains responsible for payments for services already rendered up to the date of termination.

9. LIABILITY

Avant Garde shall not be liable for any indirect, incidental, or consequential damages arising from the use of its products and services. Avant Garde's liability is limited to the amount paid by the Partner for the specific service that caused the damage.

10. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by and construed in accordance with Dutch law. In the event of any dispute, the competent court in Amsterdam, the Netherlands, shall have exclusive jurisdiction to resolve the dispute.

11. MISCELLANEOUS

11.1 AMENDMENTS

Avant Garde may amend these General Terms and Conditions at any time. The Partner will be notified of such amendments, after which the amended terms will apply to all future collaborations.

11.2 FORCE MAJEURE

Neither party shall be held liable for failure to perform its obligations under this Agreement in the event of force majeure, including but not limited to natural disasters, war, strikes, technical failures, or other circumstances beyond the reasonable control of the affected party.