

Terms & Conditions

1 Definitions

- 1.1 “Agreement” means these Terms & Conditions together with any Statement of Work (“SOW”), Purchase Order (“PO”) or Change Order duly executed by the Parties.
- 1.2 “Client” means the entity identified in the SOW/PO.
- 1.3 “Random Studio” means Random Studio B.V. (d/b/a Random Studio), registered in Amsterdam , The Netherlands [52826066].
- 1.4 “Deliverables” means the creative concepts, designs, documentation, software, installations, exhibition elements, and other work products described in the SOW.
- 1.5 “Third-Party Materials” means materials, software, hardware or services obtained from third-party vendors or licensors.
- 1.6 “Change Order” has the meaning set out in Clause 5.1.
- 1.7 “Acceptance” means written confirmation by Client that Deliverables meet the Acceptance Criteria in the SOW, or deemed acceptance per Clause 3.4.
- 1.8 “Force Majeure Event” has the meaning given in Clause 13.1.
- 1.9 “Intellectual Property Rights” (“IPR”) means all copyrights, design rights, patents, trademarks, database rights, trade secrets and other proprietary rights worldwide, whether registered or unregistered.
- 1.10 “Party” / “Parties” means Random Studio and/or Client.

2 Applicability & Order of Precedence

- 2.1 Terms apply to every SOW/PO placed with Random Studio unless the Parties expressly agree in writing to different terms.
- 2.2 In the event of conflict: (a) any Change Order, (b) the SOW/PO, (c) these Terms, then (d) any Client-provided procurement terms shall prevail, in that order.
- 2.3 All Client-provided terms that add to or conflict with these Terms are expressly rejected unless expressly accepted in writing by Random Studio.

3 Scope of Services & Deliverables

- 3.1 Upon an approved and executed SOW, Random Studio shall perform the services and supply the Deliverables described in the SOW using reasonable skill and care.
- 3.2 Delivery dates are estimates. Random Studio shall notify Client promptly of any delay and propose a mitigation plan.
- 3.3 Client shall provide timely access to premises, data, and personnel reasonably required by Random Studio.
- 3.4 Deliverables are deemed accepted on the earlier of (a) Client's written acceptance, or (b) ten (10) business days after delivery if Client has not provided written rejection specifying material non-conformities.

4 Fees, Estimates & Third-Party Costs

- 4.1 Fees are set out in the SOW. Unless otherwise stated, fees are **exclusive** of VAT, duties, and withholding taxes, which shall be borne by Client.
- 4.2 Third-Party Materials are recharged at cost plus a standard agency mark-up of twelve percent (12%).
- 4.3 Random Studio may require pre-payment, escrow, or parent-company guarantee for certain Third-Party Materials. Pre-payment amount and timing is dependent upon the third party requirements. Note that when requested by Client for third party costs all estimates are indicative until confirmed by the third party.
- 4.4 Unless expressly marked "**Binding Not-to-Exceed**", all quotes are estimates subject to Clause 4.3. Binding Not-to-Exceed quotes exclude: (i) FX fluctuations >3% EUR; (ii) documented supplier cost increases due to commodity index shifts; (iii) Client-initiated changes.
- 4.5 Fee quotes are valid for 14 days. Fees may change due to unforeseen changes in the work. Random Studio will inform Client of such changes as soon as possible.

5 Change Management

- 5.1 **Change Order.** Either Party may propose changes in scope, schedule, or budget. Changes become effective only when both Parties sign a written Change Order.
- 5.2 Random Studio shall not be obliged to proceed with any change until the Change Order is executed.

- 5.3 If Client requests cancellation or postponement of third-party bookings after commitment, Client shall reimburse all non-cancellable costs plus a fifteen percent (15%) administration fee.

6 Invoicing & Payment

- 6.1 Billing milestones shall be as stated in the SOW; if unspecified, 50% on SOW signature and 50% on installation.
- 6.2 Invoices are due net 30 days. Clients may request net 45 or 60 upon written notice.
- 6.3 Client may withhold disputed amounts in good faith with notice within 10 days. Un-disputed amounts remain payable.
- 6.4 Late payments bear interest at the statutory commercial rate (EU 2011/7/EU) +2 p.p.

7 Deliverables, Usage Rights & Ownership

- 7.1 **Work-for-Hire Default.** Upon full payment, unless otherwise agreed, all IPR in Deliverables vests in Client.
- 7.2 **Random Studio Tools.** Random Studio retains ownership of pre-existing or independently developed tools; Client receives a perpetual licence to use them within Deliverables only.
- 7.3 **Portfolio Use.** After public launch, Random Studio may showcase Deliverables for self-promotion and awards.
- 7.4 **Third-Party Materials.** Rights limited to vendor licence terms; Client must comply.
- 7.5 **Moral Rights Waiver.** Random Studio waives, and shall procure waivers of, any moral rights necessary to effect Clause 7.1.
- 7.6 **IP Development Module.** For IP-centric projects, Parties may agree additional terms in the SOW.

8 Confidentiality & Publicity

- 8.1 Each Party shall keep confidential all non-public information disclosed by the other.

- 8.2 Public announcements require prior written consent, except portfolio uses per Clause 7.3.
- 8.3 Confidentiality survives 5 years post-termination (trade secrets indefinitely).

9 Warranties & Indemnities

- 9.1 Random Studio warrants services performed with reasonable skill; Deliverables non-infringing; conformity for 90 days.
- 9.2 Client warrants supplied materials are non-infringing; indemnifies Random Studio.
- 9.3 **Mutual IP Indemnity** subject to Clause 11 caps.
- 9.4 The Indemnified Party must notify, allow control, and assist.
- 9.5 Services provided by a third party are warranted by that party and not Random Studio.

10 Insurance

- 10.1 Hiscox Policy HPI1005426: PI €2.5 m each claim / €5 m agg; GL €2.5 m each claim / €5 m agg.
- 10.2 Certificates provided on request.
- 10.3 30-day notice of material change or cancellation.

11 Liability

- 11.1 **Cap.** Greater of €2.5 m or 100% of fees.
- 11.2 **Un-capped:** death/personal injury (to extent insured), fraud, wilful misconduct, IP infringement.
- 11.3 No liability for indirect or consequential damages.
- 11.4 Claims expire 1 year after cause of action.
- 11.5 **Contributory Fault and Client Materials.** Random Studio is not liable for any failure or defect in the Deliverables to the extent caused by (i) inaccurate or incomplete Client-supplied materials or instructions; (ii) delays or non-performance by Client-nominated third parties; or (iii) Client's decision to bypass recommended prototypes, tests, or models, provided that Random Studio has exercised reasonable professional care and promptly notified Client of any defect it becomes actually aware of.

12 Termination & Suspension

- 12.1 Termination for material breach with 30-day cure.
- 12.2 Client convenience termination on 15-day notice; pays work to date, non-cancellable costs, plus 30% kill-fee on remaining fee.
- 12.3 Random Studio may suspend if invoice >15 days overdue.
- 12.4 Licences under Clause 7 revoke until all sums settled.
- 12.5 Survival: 7 (Deliverables, Usage Rights & Ownership); 8 (Confidentiality & Publicity); 9 (Warranties & Indemnities); 10 (Insurance); 11 (Liability); 13 (Force Majeure); 14 (Data Protection); 15 (ESG & Accessibility); 16 (Subcontracting & Vendors); 17 (Compliance & Ethics); 18 (Governing Law & Dispute Resolution); and 19 (Miscellaneous).

13 Force Majeure

- 13.1 Force Majeure Event includes epidemic, war, supply disruption, etc.
- 13.2 Affected Party to notify and mitigate.
- 13.3 After 60 days, either Party may terminate affected SOW with payment of accrued fees.

14 Data Protection

- 14.1 Parties comply with GDPR, CCPA when operating in applicable regions.
- 14.2 DPA with SCCs where Random Studio processes personal data.
- 14.3 Breach notification within 24 hours.

15 ESG & Accessibility

- 15.1 Random Studio can use sustainable materials and provides carbon data upon request.
- 15.2 Public installations comply with applicable accessibility laws.
- 15.3 Sustainability data is provided if agreed upon at project initiation.

16 Subcontracting & Vendors

- 16.1 Random Studio may subcontract; but remains responsible.
- 16.2 Subcontractors must hold PI/GL \geq €2.5 m and grant necessary IP rights.
- 16.3 Client accepts third-party licence limits.
- 16.4 Subcontractor cancellation costs flow through per Clause 12.

17 Compliance & Ethics

- 17.1 Parties comply with anti-bribery, export control, sanctions.
- 17.2 No child or forced labour.

18 Governing Law & Dispute Resolution

- 18.1 Dutch law governs unless otherwise noted in the SOW.
- 18.2 Good-faith negotiation 30 days.
- 18.3 ICC arbitration, Amsterdam, English; expedited for claims <€1 m.

19 Miscellaneous

- 19.1 **Assignment.** Neither Party may assign without consent, save for affiliates or successors.
- 19.2 **Notices.** Written; deemed received when delivered by hand, 3 business days after courier, or 1 business day after email receipt confirmation.
- 19.3 **Severability.** Invalid provisions replaced with valid ones reflecting intent.
- 19.4 **Waiver.** Failure to enforce is not a waiver.
- 19.5 **Entire Agreement.** Supersedes prior agreements.
- 19.6 **Amendment.** Must be in writing, signed by both Parties.
- 19.7 **Independent Contractors.** Relationship is that of independent contractors.