

These general terms and conditions of GEKKO Agency B.V. apply to all quotes, orders, agreements and deliveries of GEKKO, for merchandise, corporate clothing, webshops, fulfilment and private label production alike. The English text is the binding version. The current version is also published at gekkoagency.com/terms.

VERSION

1 OCTOBER 2026

ARTICLES

23

APPLIES TO

BUSINESS CLIENTS

1. DEFINITIONS AND SCOPE

- 1.1 These general terms and conditions ("these terms") are the terms of GEKKO Agency B.V. (GEKKO), Van Graftstraat 10, 3088 GL Rotterdam, the Netherlands, registered with the Dutch Chamber of Commerce (KvK) under number 81234929, VAT number NL862006107B01.
- 1.2 In these terms: (a) "client" means the business that asks GEKKO for a quote, places an order with GEKKO or enters into an agreement with GEKKO; (b) "agreement" means every agreement that GEKKO and the client conclude, together with any change or addition to it; (c) "products" means all goods GEKKO designs, develops, produces, supplies or delivers, such as clothing, merchandise, samples and packaging; (d) "services" means all other work GEKKO does for the client, such as design, development, storage, fulfilment and building and running webshops; (e) "in writing" means on paper or by e-mail; (f) "working days" means Monday to Friday, excluding public holidays in the Netherlands.
- 1.3 These terms apply to all quotes and offers from GEKKO, to all orders and agreements, and to all products and services GEKKO supplies, including design and development, production, private label production, storage and fulfilment, and building and running webshops. They apply wherever the client is established and wherever the agreement is concluded or performed.
- 1.4 These terms are written for clients that act in the course of a profession or business. GEKKO does not enter into agreements with consumers under these terms. Sales to consumers through a webshop that GEKKO builds or runs for a client are governed by the terms of that webshop, not by these terms.
- 1.5 GEKKO refers to these terms in every quote and sends them with it as a PDF file that the client can save. If there is no quote, GEKKO sends these terms before or when the agreement is concluded. By accepting a quote or placing an order, the client accepts these terms. The current version is also available at gekkoagency.com/terms.
- 1.6 The client's purchasing conditions and any other general terms of the client do not apply, also if the client refers to them in a request, order or acceptance. GEKKO expressly rejects them.
- 1.7 A deviation from these terms binds GEKKO only if GEKKO has agreed to it in writing, and then only for the agreement concerned. The fact that GEKKO has accepted a deviation before gives the client no right to it in another or later agreement.

2. QUOTES

- 2.1 Quotes from GEKKO are without obligation. A quote is valid for 14 days from its date, unless the quote states a different period.
- 2.2 A quote is based on the information the client has provided. If that information turns out to be incorrect or incomplete, GEKKO may change the quote, the price and the delivery date.
- 2.3 Images, catalogues, drawings, mock-ups, samples and descriptions of size, colour, material, weight, finish or other properties are an indication only. GEKKO is not bound by them, and the products may deviate from them as described in article 10.

- 2.4 GEKKO is not bound by a quote that contains an obvious mistake or error.
- 2.5 If GEKKO makes designs, sketches, samples or proofs at the client's request before an agreement is concluded, GEKKO may charge the costs to the client, also if no agreement follows.
- 2.6 A quote for several items or services does not oblige GEKKO to deliver part of it for a corresponding part of the price.

3. FORMATION OF THE AGREEMENT

- 3.1 An agreement is concluded, and binds GEKKO, once GEKKO has confirmed the client's order or its acceptance of a quote in writing, for example by an order confirmation.
- 3.2 Changes and additions to an agreement only bind GEKKO once GEKKO has confirmed them in writing. A change may affect the price and the delivery date.
- 3.3 GEKKO may have the agreement carried out in whole or in part by third parties, including its fixed production partners.

4. PRICES AND COSTS

- 4.1 Prices are in EUR and exclude VAT. Unless the quote states otherwise, they also exclude shipping and transport costs, import duties, customs charges and other levies, which GEKKO charges to the client.
- 4.2 Prices are based on the costs that apply on the date of the quote. If, after that date, a cost factor that GEKKO does not control rises, such as the price of fabrics and other materials, the rates of production partners and carriers, exchange rates, taxes, duties or levies, GEKKO may adjust the price by the amount of that rise. GEKKO informs the client in writing, stating which cost factor has risen, before it invoices the adjustment.
- 4.3 If an adjustment under article 4.2 raises the agreed price by more than 10 percent, the client may dissolve the agreement for the part affected by the rise, by written notice within 5 working days after GEKKO's notice. This does not apply where the rise results from a government measure, for example new or higher import duties, levies or VAT. Neither party owes the other compensation for such a dissolution.
- 4.4 Orders with a total value below EUR 200, excluding VAT, are charged a small-order surcharge of EUR 20.

5. PAYMENT

- 5.1 The client pays each invoice within 14 days of the invoice date, unless the quote or order confirmation states a different payment term.
- 5.2 The client pays in EUR, into the bank account stated on the invoice, without any discount or deduction. The client may not set off amounts it owes GEKKO against claims it has on GEKKO, and may not suspend its payment obligations.
- 5.3 GEKKO may invoice partial deliveries and parts of the work separately.

- 5.4 GEKKO may require the client to pay in advance, to pay a deposit or to provide security, for example a bank guarantee, before GEKKO starts or continues its work. Until GEKKO has received the payment or security, it may suspend its obligations.
- 5.5 GEKKO applies each payment first to the costs, then to the interest and then to the principal, starting with the oldest invoice that is still open.
- 5.6 If GEKKO applies the zero VAT rate or the reverse charge at the client's request, for example for a delivery to a business in another EU member state, the client guarantees that it is properly registered for VAT and that its VAT number and other details are correct. The client provides the documents GEKKO needs to prove the transport. If GEKKO has to pay VAT, fines or interest because the client's information was incorrect or incomplete, the client reimburses GEKKO.

6. LATE PAYMENT

- 6.1 If the client does not pay on time, it is in default from the day after the due date, without GEKKO having to send a reminder or a notice of default.
- 6.2 From that day, the client owes interest on the outstanding amount of 1.5 percent per month, calculated per day, or the statutory commercial interest under article 6:119a of the Dutch Civil Code if that is higher.
- 6.3 The client also owes the reasonable costs GEKKO incurs to collect the amount out of court. These costs are at least the amount on the scale of the Dutch Decree on compensation for extrajudicial collection costs (Besluit vergoeding voor buitengerechtelijke incassokosten), and in any case at least EUR 40 per invoice, as article 6:96 of the Dutch Civil Code provides. If GEKKO starts legal proceedings, the client also owes the reasonable costs of those proceedings.
- 6.4 If GEKKO gives the client extra time to meet an obligation, for example to pay an invoice, the new date is a fixed deadline. If the client misses it, the client is in default without further notice.

7. SUSPENSION, RETENTION AND DISSOLUTION

- 7.1 If the client does not meet an obligation towards GEKKO on time, or GEKKO has good reason to fear that the client will not meet it, GEKKO may suspend the performance of the agreement and of other agreements with the client, in whole or in part, until the client has met its obligations or has provided sufficient security.
- 7.2 GEKKO may keep products, stock and other goods of the client that are in its care until the client has paid everything it owes GEKKO that is due.
- 7.3 GEKKO may dissolve the agreement with immediate effect, in whole or in part, by written notice, if the client is declared bankrupt, applies for or is granted a suspension of payments, is wound up or stops its business, or if its assets are seized in whole or in substantial part. GEKKO then owes the client no compensation.
- 7.4 In the cases referred to in article 7.3, everything the client owes GEKKO becomes due immediately.

8. DELIVERY

- 8.1 Delivery dates and delivery periods are estimates. GEKKO does its best to meet them, but they are not fixed deadlines, unless GEKKO has expressly confirmed a date in writing as a fixed deadline.
- 8.2 The delivery period starts once the agreement has been concluded under article 3.1 and GEKKO has received all information, artwork and materials it needs from the client, the client's approval of any proof or sample, and any agreed advance payment. Any time in which the client is late with something it owes GEKKO, or in which GEKKO suspends its work or is hindered by force majeure, is added to the delivery period.

- 8.3 If GEKKO expects to miss a delivery date by a significant margin, it contacts the client. Subject to article 18, late delivery does not entitle the client to compensation. Except as set out in article 8.4, late delivery also does not entitle the client to refuse the products or to suspend its own obligations.
- 8.4 If GEKKO has confirmed a fixed deadline under article 8.1 and does not deliver by that deadline, the client may dissolve the agreement by written notice for the part not delivered on time, without first giving notice of default. In all other cases, the client may only dissolve the agreement because of late delivery after it has given GEKKO written notice of default with a reasonable period to still deliver, and GEKKO has not delivered within that period. The client may then dissolve the agreement only for the part not yet delivered.
- 8.5 GEKKO may deliver in parts.
- 8.6 If the client refuses or fails to take delivery when GEKKO offers the products, or GEKKO cannot deliver because the client has not provided an address, a delivery window or other details GEKKO needs, GEKKO keeps the products in storage. Storage and any extra handling are at the client's cost and risk, and GEKKO may invoice the products as if they had been delivered.

9. TRANSPORT AND RISK

- 9.1 Products are transported at the client's cost, unless agreed otherwise in writing. Unless agreed otherwise, GEKKO chooses the method of transport and the carrier.
- 9.2 The risk of loss of or damage to the products passes to the client when they are dispatched, also if carriage paid delivery has been agreed, unless agreed otherwise in writing.
- 9.3 Delivery is at street level or at the loading dock of the delivery address. Anything beyond that, such as carrying goods upstairs or into a building, is extra and at the client's cost and risk.
- 9.4 On arrival, the client checks the number of packages and their outside condition. The client notes visible damage to packaging and missing packages on the carrier's delivery document, and reports them to GEKKO in writing within 2 working days after delivery, with photos where possible. All other complaints, including shortages inside packages, follow article 12.

10. DEVIATIONS AND QUANTITIES

- 10.1 Products may deviate slightly from the agreed specifications, samples, proofs and images, for example in colour, shade, print, size, weight, thickness, quality, material and finish. Such minor deviations are no defect and are no reason to reject the products, to reduce the price or to claim compensation. The same applies to differences between colours on a screen and on the product, between a sample and the production run, and between production batches.
- 10.2 Whether a deviation is minor is assessed on the delivery as a whole, on average, and not on individual items.
- 10.3 GEKKO may deliver up to 10 percent more or less than the quantity ordered. The client pays for the quantity actually delivered, at the agreed price per unit, unless the quote says otherwise.

11. CUSTOM PRODUCTS AND APPROVAL

- 11.1 This article applies to products made to the client's wishes, such as printed, embroidered or otherwise decorated products and private label products.
- 11.2 The client gives GEKKO clear instructions in good time, and supplies artwork in a form GEKKO can reproduce without loss of quality, such as vector files or high-resolution image files, together with any materials GEKKO needs from the client. GEKKO is not responsible for errors or loss of quality that result from what the client supplies.

- 11.3 Where the quote includes sampling, as is usual for private label production and for garments GEKKO develops, GEKKO sends samples for approval before production. For other custom products, GEKKO sends a digital proof or a sample for approval if the client asks for one no later than when it places the order.
- 11.4 The client checks each proof and sample carefully. Silence counts as approval: if GEKKO has not received a written rejection with reasons within 5 working days after the client received the proof or sample, it is deemed approved and GEKKO may start production. Once a proof or sample is approved, the client is responsible for any errors in it, for example in texts, spelling, colours, sizes and placement.
- 11.5 Production never matches an approved proof or sample exactly. Small differences, for example in colour or shade, are part of the process. They are not a defect and give the client no claim against GEKKO.
- 11.6 The costs of preparing custom products, such as artwork preparation, screens, embroidery files, samples, set-up and extra proof rounds, are charged to the client, unless the quote includes them. Changes the client asks for after approval may be charged and may change the delivery date.

12. INSPECTION, COMPLAINTS AND RETURNS

- 12.1 On delivery, the client, or someone acting for it, checks the products straight away: that they are the products ordered, that the number is right, and that they meet what was agreed or, where nothing specific was agreed, are fit for ordinary use and resale.
- 12.2 Subject to article 9.4, the client reports complaints to GEKKO in writing within 8 days after delivery, with a clear description of the defect, the order number and photos where possible. E-mail counts as writing. Defects that could not reasonably have been found on inspection must be reported within 8 days after the client found them or could reasonably have found them. Complaints about services must be reported within 8 days after the client noticed or could reasonably have noticed the shortcoming.
- 12.3 A complaint made after these periods is too late: the client can no longer rely on the defect, and the delivery counts as accepted.
- 12.4 The client loses the right to complain about products that have been processed, altered, printed, washed or used by or for the client after it found or could reasonably have found the defect.
- 12.5 The client lets GEKKO examine the complaint and keeps the products concerned available for that purpose.
- 12.6 Making a complaint does not give the client the right to hold back payment, not even for the products or services the complaint is about.
- 12.7 If GEKKO considers a complaint justified, GEKKO chooses whether to repair or replace the products concerned, to deliver what is missing, or to credit the client a reasonable part of the price, determined in consultation with the client. If GEKKO replaces products, the client returns the defective products to GEKKO at the client's cost, unless GEKKO agrees otherwise.
- 12.8 Products may only be returned with GEKKO's prior written permission. A return is at the client's cost and risk, unless GEKKO agrees otherwise in writing, and must be packed well. GEKKO may refuse a return that was sent without permission, is badly packed or carries too little postage. This article concerns products GEKKO delivered to the client. Returns by consumers in a webshop that GEKKO runs follow the terms of that webshop and the agreement with the client.

13. RETENTION OF TITLE

- 13.1 Ownership of the products GEKKO delivers passes to the client only once the client has paid in full: (a) the price of every product GEKKO has delivered or will deliver under the agreement or under earlier or later agreements of the same kind; (b) the price of work GEKKO has done or will do under those agreements; and (c) any claims arising from the client's failure to perform those agreements, including interest, costs and damages.
- 13.2 Until ownership has passed, the client keeps the products with care and recognisable as GEKKO's property. As long as the client is not in default of payment, it may sell the products in the normal course of its business. The client may not pledge the products or use them as security in any other way.
- 13.3 If the client is in default of payment, GEKKO may take back the products it still owns. The client gives GEKKO access to the places where the products are kept and cooperates fully. The costs of taking back the products are for the client. GEKKO credits the client for the market value of the products taken back, up to the amount the client owes.
- 13.4 The client informs GEKKO immediately if third parties seize products that GEKKO owns or claim rights to them, and if the client is declared bankrupt or applies for a suspension of payments.

14. INTELLECTUAL PROPERTY

- 14.1 Designs, artwork, logos, names, trademarks, photographs and other materials the client supplies are and remain the property of the client or its licensors. The client gives GEKKO the right to use them to perform the agreement and as set out in article 21.
- 14.2 Designs and patterns that GEKKO develops, including sketches, technical drawings, tech packs and files, remain the property of GEKKO, also when GEKKO develops them for the client or when they carry the client's brand. All intellectual property rights in them belong to GEKKO. Designs, artwork, names, logos and trademarks that the client supplied and that appear in them remain the client's, as set out in article 14.1.
- 14.3 The client can buy out the rights to designs and patterns GEKKO has developed. The buy-out, what it covers and its price are agreed in writing. Once the client has paid the buy-out price in full, GEKKO transfers the rights to the client by a written deed.
- 14.4 Without a buy-out, the client may use and sell the products GEKKO delivers, but may not copy the designs and patterns GEKKO developed, or have them produced by or for anyone other than GEKKO.
- 14.5 GEKKO does not use the client's names, logos, trademarks or artwork for other clients or for its own products, except as set out in article 21.
- 14.6 If a separate written agreement between GEKKO and the client, such as a licence agreement, arranges intellectual property differently, that agreement prevails over this article.

15. CLIENT MATERIALS AND INDEMNITIES

- 15.1 The client guarantees that it holds the rights to the designs, artwork, specifications, materials and instructions it supplies or prescribes, and that using them to perform the agreement does not infringe the rights of third parties, such as copyrights, trademarks, design rights and portrait rights, and is not otherwise unlawful.
- 15.2 The client holds GEKKO harmless against any claim by a third party, including the reasonable costs of defence, that relates to: (a) designs, artwork, specifications or materials supplied or prescribed by the client, including claims for infringement of intellectual property rights; (b) products GEKKO has made or changed according to the client's instructions; or (c) the use of the products GEKKO has delivered, except where the claim results from a defect in those products or from intent or gross negligence of GEKKO, its directors or its managerial staff.

- 15.3 If GEKKO has reason to believe that a design or material supplied by the client infringes the rights of a third party or is unlawful, GEKKO may suspend or stop the work concerned without owing the client compensation.

16. WEBSHOPS, FULFILMENT AND OTHER SERVICES

- 16.1 GEKKO performs services with care and to the best of its ability. Unless a specific result has been expressly agreed in writing, GEKKO's obligation is an obligation of best efforts.
- 16.2 The duration and notice period of ongoing services, such as running a webshop, storage and fulfilment, are agreed per agreement.
- 16.3 For webshops and fulfilment GEKKO works with platforms and service providers of third parties, such as e-commerce platforms, payment providers and carriers. The terms of those third parties apply to their services. Subject to article 18.5, GEKKO is not liable for their failures or outages, or for changes they make to their services or prices.
- 16.4 The client's brand, domain name and customer data remain the client's, unless a separate written agreement, such as a licence agreement, provides otherwise. The client is responsible for the information, texts and images it supplies for its webshop.

17. PERSONAL DATA

- 17.1 This article applies where GEKKO processes personal data on the client's behalf, for example customer, order and shipping data for a webshop or for fulfilment. The client is then the controller and GEKKO the processor within the meaning of the General Data Protection Regulation (GDPR). If the parties have signed a separate data processing agreement, that agreement prevails over this article.
- 17.2 Where GEKKO itself is the seller in a webshop, for example under a licence, GEKKO is the controller of the personal data of that webshop's customers, and this article does not apply to that data.
- 17.3 GEKKO processes the personal data only to perform the agreement, such as running the webshop and handling orders, shipments, returns and customer service, and only for as long as the agreement lasts. The data concern the customers of the client's webshop and other persons whose data the client shares with GEKKO, and include names, addresses, e-mail addresses, telephone numbers, order details, payment status and correspondence.
- 17.4 GEKKO processes the personal data only on the client's documented instructions, which these terms and the agreement set out, also for transfers to countries outside the European Economic Area, unless the law requires GEKKO to do otherwise. In that case GEKKO informs the client first, unless the law forbids that. GEKKO tells the client immediately if it believes an instruction breaches the GDPR.
- 17.5 GEKKO ensures that the persons it authorises to process the personal data are bound to confidentiality, and takes appropriate technical and organisational measures to protect the data, as article 32 GDPR requires.
- 17.6 The client gives GEKKO general permission to engage sub-processors, such as e-commerce platforms, payment providers, carriers and IT service providers. GEKKO informs the client in advance of any intended addition or replacement of a sub-processor, so that the client can object on reasonable grounds. GEKKO imposes the same data protection obligations on each sub-processor and remains responsible towards the client for their performance.
- 17.7 GEKKO only transfers personal data to a country outside the European Economic Area if the GDPR allows it, for example on the basis of an adequacy decision or standard contractual clauses.

- 17.8 Taking into account the nature of the processing, GEKKO helps the client, as far as reasonably possible, to answer requests from people who exercise their rights under the GDPR, and to meet the client's obligations on security, notification of personal data breaches, data protection impact assessments and prior consultation of the supervisory authority. GEKKO notifies the client without undue delay after becoming aware of a personal data breach.
- 17.9 When the agreement ends, GEKKO deletes the personal data or returns it to the client, at the client's choice, and deletes existing copies, unless the law requires GEKKO to keep the data.
- 17.10 GEKKO gives the client the information needed to show that GEKKO meets its obligations under this article, and allows and contributes to audits, including inspections, by the client or by an auditor the client appoints. The client announces an audit in reasonable time and bears its costs.

18. LIABILITY

- 18.1 If products are defective or services have not been performed properly, GEKKO's obligations are limited to the remedies in article 12.7 and to what is set out in this article.
- 18.2 GEKKO is not liable for damage suffered by the client, on any legal basis, unless the damage is caused by intent or gross negligence of GEKKO, its directors or its managerial staff, or GEKKO has expressly accepted liability in writing.
- 18.3 If GEKKO is nevertheless liable, for whatever reason, its liability is limited to direct damage and to the price, excluding VAT, agreed for the products or services the damage relates to. For ongoing services, the limit is the amount, excluding VAT, invoiced or to be invoiced for those services in the three months before the event that caused the damage.
- 18.4 GEKKO is not liable for indirect damage, including consequential damage, lost profit, lost sales, missed savings, damage from business interruption, reputational damage and damage because products were not available in time for an event, tour, release or campaign.
- 18.5 No limitation or exclusion of liability in these terms applies to damage caused by intent or gross negligence of GEKKO, its directors or its managerial staff.
- 18.6 The client reports any damage to GEKKO in writing as soon as possible after it arises.
- 18.7 GEKKO's employees and the third parties GEKKO works with to perform the agreement can rely on this article and on article 15 in the same way as GEKKO.

19. FORCE MAJEURE

- 19.1 Force majeure means any circumstance that GEKKO cannot reasonably influence and that prevents or hinders the performance of the agreement, in whole or in part. It includes war and the threat of war, civil unrest, terrorism, fire, water damage, natural disasters, epidemics, government measures, import and export restrictions, strikes and lockouts, delays and disruptions in transport, such as port congestion, customs holds and closed shipping routes, loss of or damage to goods in transport, breakdowns of machines, IT systems or platforms, and interruptions in the supply of energy. It also includes failure or late delivery by suppliers, production partners or carriers, to the extent caused by a circumstance that GEKKO could not reasonably foresee or prevent, such as a circumstance listed in this article that occurs at their premises or in their operations.
- 19.2 During force majeure GEKKO may suspend its obligations. If force majeure lasts, or is expected to last, longer than 90 days, either party may dissolve the agreement in writing, in whole or in part, without owing the other party compensation.

- 19.3 Where force majeure stops GEKKO part-way, GEKKO may invoice the products and work it has already delivered, or can still deliver, and the client pays that invoice by its due date, whatever happens to the rest of the order. This does not apply to anything the client cannot reasonably use without the part that is not delivered.

20. CANCELLATION

- 20.1 The client can only cancel an order or agreement in writing. If the client cancels, in whole or in part, it owes GEKKO 20 percent of the value, excluding VAT, of what it cancels, with a minimum of EUR 200, but never more than that value.
- 20.2 If the costs GEKKO has already incurred or committed to at the time of cancellation, for example for materials, samples, production and third parties, are higher than the amount in article 20.1, the client pays those costs instead.
- 20.3 The client pays the cancellation invoice within 30 days of the invoice date.
- 20.4 Once production has started, or GEKKO has bought or ordered materials for the order, GEKKO may refuse a cancellation and hold the client to the agreement.

21. PROMOTION

- 21.1 GEKKO may photograph and film the products and work it makes for the client and show them, and name the client, in its portfolio, on its website and social media, in case studies and in presentations, unless agreed otherwise in writing.
- 21.2 GEKKO does not show products before the client has released them publicly, unless the client agrees.
- 21.3 For private label production GEKKO does not name the client.

22. APPLICABLE LAW AND COMPETENT COURT

- 22.1 Dutch law governs these terms, every agreement between GEKKO and the client, and every non-contractual obligation connected with them. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention, 1980) does not apply.
- 22.2 The competent court in Rotterdam, the Netherlands, decides all disputes between the parties, also in preliminary relief proceedings, unless mandatory law gives jurisdiction to another court. GEKKO may instead bring a dispute before the competent court of the place where the client is established.

23. FINAL PROVISIONS

- 23.1 These terms are written in English, and the English text is the binding version. If GEKKO provides a translation, the English text prevails in case of any difference.
- 23.2 GEKKO may amend these terms. An amended version applies to agreements concluded after GEKKO has provided it to the client as described in article 1.5, for example with a quote or order confirmation. Agreements concluded earlier remain subject to the version that applied when they were concluded. The current version is always available at gekkkoagency.com/terms.
- 23.3 The client sends notices, complaints and cancellations to GEKKO by e-mail to the address stated on the quote or order confirmation, or by post to GEKKO's address in article 1.1. GEKKO sends notices to the e-mail or postal address the client has given GEKKO.
- 23.4 If a provision of these terms is void or is annulled, the other provisions remain in force. The void or annulled provision is replaced by a valid provision that comes as close as possible to its purpose.
- 23.5 The headings of the articles are for readability only and do not affect the meaning of the provisions.
- 23.6 This version is dated 1 October 2026. It applies to agreements concluded on or after that date, and for those agreements it replaces all earlier versions.