

Terms & Conditions

July 2012

1. Agreement, offer and confirmation

1.1. These general conditions apply to the exclusion of any purchase or other conditions of the client applicable to the preparation, content and fulfillment of all agreements between the client and the contractor.

1.2. Quotations are free and are valid for 2 months. Prices quoted may change owing to unforeseen changes in the work. Prices exclude VAT and other government levies. The rates and offers do not apply automatically to future assignments.

1.3. Assignments should the client be confirmed in writing. If the client fails to do so but consents to the contractor commencing the performance of the commissioned, the terms of the offer as agreed. Subsequent oral agreements and stipulations bind the contractor until after they have been confirmed in writing by the contractor.

1.4. If the identical work to a client other than this contractor wishes to provide or order previously issued to another person, he must inform the contractor, stating the names of those others, to inform.

1.5. 'Project' in this agreement means the design, product or software which the contractor agreed to implement the client.

2. The implementation of the agreement

2.1. The contractor will make every effort to carefully and independently commissioned to carry out the interests of the client to the best to protect and pursue a useful result for the client. To the extent necessary the contractor the client informed of the progress of the work.

2.2. The client is obliged to do all that are reasonably necessary or desirable to ensure timely and proper delivery by the contractor to, in particular by the time (let) delivery of complete, sound and clear data or materials.

2.3. A term quoted by the contractor for completion of the project are approximations, unless the nature or content of the agreement requires otherwise. The client must pay the contractor in case of exceeding the limit specified in writing in default.

2.4. Unless otherwise agreed, the performance of tests, applying for permits and assess the client's instructions comply with statutory or quality standards, not to the contract by the contractor.

2.5. Prior to production, reproduction or publication party must give each other the opportunity to make the latest models, prototypes or testing of the project to check and approve. If the contractor, whether or not in the name of the client, orders or instructions to manufacturing or other third parties, then the client at the request of the contractor his aforesaid approval in writing.

2.6. Complaints must as soon as possible but in any case within ten working days after completion of the contract, the contractor in writing to be communicated, failing which the client is considered the result of the commission to have fully accepted.

3. Engagement of third parties

3.1. Unless otherwise agreed, instructions to third parties in connection with the completion of the project, by or on behalf of the client provided. At the request of the client, the client's expense and risk of the principal act as an agent. The parties may further agree on a fee.

3.2. If the contractor upon request from the client an estimate of costs of third-party, then this budget is only an approximation. If desired, the contractor on behalf of the client quotes.

3.3. If during the execution of the contract the contractor an express agreement for its own account and risk goods or services from third parties, and such goods or services are passed to the client, then the provisions of the general conditions of the supplier with regard to the quality, quantity, quality and delivery of such goods or services also apply to the client.

4. Intellectual property rights and property rights

4.1. Unless otherwise agreed, all rights arising from the assignment of intellectual property

including patents, design rights and copyright to the contractor. Where such a right can be acquired only by registration, only the authorized contractor.

4.2. Unless otherwise agreed, not to the contract to carry out research into the existence of rights, including patent rights, trademark rights, drawing or design rights, copyrights or portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the client.

4.3. Unless the work is not suitable for that purpose, the contractor shall at all times entitled to his / her name on or near the work (or have) report or delete the client is not permitted without prior approval the work without indication of the name the contractor to disclose or reproduce.

4.4. Unless otherwise agreed, in the context of the contract by the contractor to take charge of working drawings, illustrations, prototypes, designs, sketches, films and other materials or electronic files, owned by the contractor, whether the client or to third have been made available.

4.5. After completing the assignment, neither the client nor the contractor against each other to retain duty with respect to the materials and data.

5. Use and license

5.1. Once the client has fulfilled all his obligations under the agreement with the contractor, acquire an exclusive license to use the project as far as concerns the right of publication and reproduction at the command line with the agreed destination. Are there specific purposes have been agreed, the license will be limited to such use of the project, which at the time of providing the contract firm intentions existed. Such intentions must have the conclusion of the contract to the contractor be made public.

5.2. The client without the written consent of the contractor not entitled to the larger project or otherwise (to) use agreed. In the event of no agreement was broader or other use, including any amendment, mutilation or deterioration of the preliminary or final design, the contractor will be entitled to compensation for infringement of his / her rights of at least three times the agreed fee, or a fee that is reasonably and fairly proportional to the infringement committed, without prejudice to the contractor a fee for the actual damages incurred.

5.3. The client is not (any longer) allowed the results made available to use and every part of the contract to the client's license will lapse:

from the moment that the client (payment) obligations under the agreement is not (fully) comply with or is otherwise in default, unless the failure of the client in light of the overall scope of minor significance;

b. if the assignment, for whatever reason, is terminated early, unless the consequences are contrary to reasonableness and fairness.

5.4. The contractor with regard to the interests of the client, the freedom to design the project to use for his own publicity or promotion.

6. Fees and additional costs

6.1. In addition to the agreed fee, the costs that the contractor for the execution of the contract allows for reimbursement.

6.2. If the contractor by the late or non delivery of complete, sound and clear data / materials or any change or error in instructions or is forced more or to perform other duties, these activities have to be separately accepted, based on the usual by the contractor's usual fee rates.

6.3. If the performance in any way subject to facts or circumstances which are to appear from the records of the client, the contractor after a statement of the client to have the administration of the client by a contractor to choose the auditor to arrival. If the results of the audit by the auditor more than 2% or € 100 from the report and statement by the client, the costs of the audit on behalf of the client.

7. Payment

7.1. Payments must be made within 30 days of invoice date. If after the expiration of this period the contractor has no (full) payment is received, the client is in default and will owe interest at the statutory rate. All costs incurred by the contractor, such as litigation and judicial and extrajudicial costs, including costs for legal assistance, bailiffs and debt collection agencies, incurred in connection with late payments, borne by the client. The extrajudicial costs will be at least 10% of the invoice amount with a minimum of € 150, - excl.

7.2. The contractor has the right to charge a monthly fee for work performed and costs incurred in the performance of the contract.

7.3. The principal shall make the payments due to the contractor without deduction or setoff, except with the settlement agreement relating deductible advances that it has provided to the contractor. Client is not entitled payment of invoices for work already completed to suspend.

8. Cancellation and termination of the agreement

8.1. If the client cancels the agreement, he shall, in addition to damages, the fees and expenses relating to the work performed until then.

8.2. If the agreement is terminated by the contractor due to a shortcoming in the fulfillment of the agreement by the client, the client, in addition to damages, the fees and expenses relating to the work performed until then. Conduct by the client under which the contractor can not reasonably be that the contract is completed, in this context also be considered a breach.

8.3. The compensation referred to in the preceding two paragraphs of this Article will comprise at least the costs resulting from the contractor in his own name for the fulfillment of the contract commitments with third parties, and at least 30% of the remainder of the fee that the client upon full completion of the commission would be payable.

8.4. Both the contractor and the client have the right to terminate the agreement wholly or partially dissolve in the event of bankruptcy or (temporary) suspension of the other party. Case of bankruptcy of the principal contractor has the right to terminate the use granted, unless the consequences are contrary to reasonableness and fairness.

8.5. In the event of termination by the client due to culpable breach of obligations by the contractor already completed performance and the related obligation shall not be canceled, unless the principal proves that the contractor in respect of that performance is in default . Amounts that the contractor before the rescission in connection with what it pursuant to the agreement has already properly performed or delivered, remain subject to the preceding sentence shall be and remain payable at the time of the dissolution due immediately.

8.6. When the work of the contractor consists of recurrently performing similar work, then

the applicable agreement, unless otherwise agreed, indefinitely. This Agreement may be terminated by written notice, subject to reasonable notice of at least three months.

9. Guarantees and indemnities

9.1. The contractor warrants that the goods supplied by or on behalf of him / her and is designed that if copyright in the peace project, he / she serves as a plasticizer in the meaning of the Copyright owner and author of the work may have.

9.2. The client indemnifies the contractor or the contractor in the persons engaged for all claims arising from the application or use of the result of the assignment.

9.3. The client indemnifies the contractor against claims relating to intellectual property provided by the client materials or information in the performance of the contract are used.

10. Liability

10.1. The contractor is not liable for:

a errors or defects in materials supplied by the client has made.

b. misunderstandings, errors or defects in the execution of the contract if such misunderstandings or caused by acts of the client, such as late or non delivery of complete, reliable and clear information / materials.

c. errors or omissions by or on behalf of the client third parties.

d. defects in bids from suppliers, or overruns of prices quoted by suppliers.

e. errors or defects in the project if the client, in accordance with Art. 2.5 or has given, or the opportunity to carry out a check and then not used it.

f. errors or defects in the project if the client to establish or carry out a particular (e) model, prototype or testing has withheld and the errors in such a (e) model, prototype or test is observable would be been.

10.2. Contractor is solely attributable to him liable for direct damage. Direct damage is only:

reasonable costs to establish the cause and extent of the damage, where the establishment

relates to damage under these conditions;

b. any reasonable expenses necessary for the poor performance of the contractor to conform to the Agreement;

c. reasonable costs incurred to prevent or mitigate damage, insofar as the client demonstrates that said costs have led to the limitation of direct damage as meant in these general conditions.

The contractor's liability for all other than for damage, such as indirect damage, including consequential damages, lost profits, mutilated or lost data or materials, or damages for business interruption is excluded.

10.3. Except in cases of willful misconduct or gross negligence of the contractor or the business of the contractor, therefore except, the liability of the contractor for damages under a contract or one committed against the client tort limited to the invoice amount the executed part of the contract, less the costs incurred by the contractor engagement of third parties, provided that this amount will not be greater than € 25,000, - and in any event be limited to the amount that the insurer in the appropriate pay to the contractor.

10.4. Any liability will expire one year from the time the contract is completed.

10.5. The client must, if reasonably possible, copies of which he supplied materials and data to adhere to the contract is fulfilled. If the client fails, the contractor can not be held liable for damage caused by the existence of these copies had not occurred.

11. Other provisions

11.1. The client is not allowed any rights under an agreement with the contractor to third parties, other than to transfer its entire business.

11.2. Parties are required facts and circumstances within the framework of the contract to the other party come to their knowledge confidential. Third parties involved in the execution of the order being made, with regard to these facts and circumstances of the other party to be bound by the same confidentiality.

11.3. The headings in these terms serve only to improve readability and are not part of these conditions.

11.4. The agreement between the contractor and the client Dutch law. The power to hear disputes between the contractor and the client is the competent court in the district where the contractor is established, or the legally competent court, at the discretion of the contractor.