

General terms and conditions

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Article 1. Definitions

1. Client: The legal entity who acts from a business or profession, with whom CVD has an agreement with or is going to make an agreement with.
2. Agreement: every agreement between a client and CVD that is agreed upon, with which CVD is obligated to execute and deliver what is described in the agreement.
3. Written: written communication, communication via chat-apps as well as communication by email.
4. Confidential information: Confidential information, is information pre-defined in the agreement as confidential. Confidential information can include non-written information.

Article 2. General conditions

1. These terms and conditions apply to every offer from CVD and any negotiated agreement.
2. The conditions in these terms can only be differed from in writing. If what the parties have agreed in writing, deviates from condition of these terms, that which the parties have agreed upon will replace the term.
3. Nullity of particular conditions in these terms do not affect the validity of the remaining conditions.

Article 3. Offer and conclusion of the agreement

1. Unless a deadline is indicated for acceptance of the offer and conclusion of the agreement, each offer of CVD expires after two years.
2. From an offer by CVD based on inaccurate or incomplete data provided by the client no right can be derived
3. A quotation does not obligate CVD to fulfill a part of the offer for a corresponding part of the price.
4. The contract is concluded by offer and acceptance. If the acceptance of the client differs from the offer of CVD, the agreement shall not be concluded, unless CVD indicates to accept deviating conditions.
5. If the client concludes the contract on behalf of another entity, he states authority to enter into the agreement. The client is like the legal entity responsible for all obligations from the agreement.

Article 4. Terms and third parties

1. If the contract specifies a completion or delivery term, this is an indicative deadline unless expressly stated otherwise. Neglect by CVD occurs not earlier than after the client provides CVD a reasonable new period to still fulfill the agreement in writing.

2. Mentioned execution and delivery dates start after CVD has received all information from the client necessary to honor the agreement.

3. CVD is entitled to let the agreement fully or partially be executed by third parties. (Article 404 of the Dutch Civil Code 7).

4. The obligations subsequent from the agreement and these terms and conditions also apply to third parties engaged by CVD.

Article 5. Content of the agreement and obligations for the client

1 After the agreement has been concluding it cannot be canceled by the client. If the client nevertheless terminates the contract prematurely, the client is obligated to compensate the expenses and loss CVD suffers due to this termination.

2. CVD is not liable for damage caused by incorrect or incomplete information provided by the client. Inadequate work based on incorrect or incomplete provided information cannot be regarded as a failing of CVD.

3. The client must timely provide all information and make data available relevant for completion of the agreement.

4. Expenses CVD is forced to make by due to the client not or inadequately honoring his agreements can be charged to the client.

5. CVD is entitled to carry out the provided task by the client at their own discretion.

Article 6. Delivery

1. After receiving the data or products the client must verify in a timely fashion if the delivery matches the agreement. If the delivery does not comply with the agreement, the client is to communicate this to CVD within 7 days.

3. The client is entitled to a free compensation, from CVD, if delivery does not comply with the agreed contract specifications and the request is submitted to CVD within the, in Article 6.1 specified, time period.

Article 7. Ascendancy

1. When CVD is hindered to comply with the obligations specified in the agreement due to third parties, CVD is not liable.

2. If a force majeure renders the fulfillment of the agreement impossible, the client and CVD are to enter into a dialog to set annulment terms.

3. The client owes CVD for services rendered proportional to the agreed price, in case of a force majeure situation.

4. CVD is not responsible for losses caused to the client by a force majeure or third parties.

Article 8. Suspension and termination

1. CVD is, if the circumstances so warrant, authorized to suspend the execution of an agreement with immediate effect. If the obligations in the agreement are not timely or not completely fulfilled, or if the client gives CVD good ground to fear he will not fulfill his obligations, CVD is entitled to annul the agreement.

2. CVD is entitled to terminate the agreement if the client creates circumstances of such nature that fulfillment of the agreement is impossible or improbable.

3. The client has no claim to any compensation in connection with suspension or termination by CVD based on this article.

4. Unless this cannot be attributed to the client, the client is obliged to compensate CVD for the losses suffered as a result of the suspension or termination.

Article 9. Prices and payment

1. The price per hour or product will be set in advance in writing, the VAT and any other costs associated with carrying out the specifics described in the agreement are listed on the invoice.

2. The payment must be made within 14 days after delivery of the invoice, in the manner prescribed by CVD.

3. If CVD has good reason to fear that the client will not or not timely meet its payment obligations, CVD is entitled to temporarily halt the obligations in the agreement until the client can ensure payment.

Article 10. Liability

1. CVD is never liable for loss suffered due to incorrect or incomplete information provided by the client.

2. After delivery and approval, the use of the work provided by CVD can only be used at own risk. CVD is not liable for the use of the work provided by the client or third parties.

3. CVD fulfills the agreement to the best of CVD's knowledge and ability. However the client bears responsibility for checking delivered work. CVD is therefore not liable for loss resulting from defects in work checked and approved by the client.

4. Notwithstanding the remainder of these terms and conditions, the limitation period of all claims and defenses against CVD is one year.

Article 11. Intellectual property

1. CVD reserves their intellectual property for all the work provided by or on behalf of CVD and its elements. The client is forbidden to duplicate, reproduce or use work in another ways then described in the agreement with CVD.

Article 12. Confidentiality

1. All parties concerned with an agreement are obliged to keep confidential information secret.
2. CVD may reuse knowledge gained in assignments executed for clients for other purposes. Taking into account the fact that the confidential information of the client may not end up at third parties.
3. Confidential information may only be disclosed with the prior written consent of the other party, unless there is a court ruling or a statutory provision which obligates CVD to disclose confidential information. In this case CVD is not liable for losses to the other party.

Article 13. Final Provisions

1. All agreements and all legal relationships resulting from it between CVD and the client are exclusively governed by Dutch law.
2. Before an appeal to the court can be made the unsatisfied party is obligated to notify the other party of his failing and must make a reasonable proposal to allow resolution of this failing.