



## **Article 1 Definitions**

1.1 In these conditions the customer is: the one who gave the order.

1.2 In these conditions the user is: Open Web Creations.

1.3 In these conditions the work is: graphical work among which but not limited to: letting a website, design of templates, addition of content, in digital or non-digital form and intended for several purposes of use.

1.4 Content is: the text and pictures which are supplied by the customer with the purpose to be put online.

## **Article 2 Applicability**

These conditions apply to all our offers and contracts, verbal or by letter, among them also those to perform business activities, as far as not agreed otherwise by letter.

## **Article 3 Realization of an agreement**

3.1 All offers, made in whatever form, are without engagement, unless explicitly agreed otherwise by letter. An offer is binding immediately if made by letter, with the indication of the period within which it can be accepted, and is declared void after three months.

3.2 An agreement is only realised after the user has confirmed an order by letter. If the contents of the confirmation given by letter by the user differ from the contents of the order given by letter by the customer, then the contents of the confirmation are considered as agreed, unless the customer reacts by letter within eight days after reception of the confirmation.

## **Article 4 Prices**

4.1 Unless explicitly stated differently, all prices are under reservation of price changes by the user exclusive sales tax, import duties, fees, other taxes and the costs of packaging, media, transportation and insurance.

4.2 The user has the right to include in the price changes in wages, social costs, prices of materials, taxes or any changes in costs.

## **Article 5 Duration and termination**

5.1 The agreement will be valid for an indeterminate period with a minimal duration of 12 months and will be prolonged without notice for the same period, unless agreed otherwise, with due observance of article 5.2, in which case there is reason to end the agreement, to be judged by Open Web Creations.

5.2 The agreement can only be terminated by letter at the end of a calendar month and after the minimal period has expired, with observance of a period of notice of two months.

5.3 Open Web Creations is allowed to end the agreement immediately if the customer doesn't fulfil one or several of his obligations with respect to Open Web Creations in its entirety, not in the right way, not at all or contrary to them.

5.4 Open Web Creations has the right to end the agreement immediately without formal notice or judicial interference if the customer has been declared bankrupt, has applied for or has been granted



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an official moratorium, or has lost the free control of his property in a different way. In such a case the customer has no right for any compensation.

5.5 Without prejudice to the stated in article 8 Open Web Creations has the right to end the agreement immediately without judicial interference if the customer:

- uses the internet in an improper way.
- spreads information which is in violation of (inter)national laws and regulations
- spreads information which is in violation of generally accepted values..
- spreads information which is discriminating with respect to outward appearance, race, religion, sex, culture, ancestry, or is insulting in a different way. Neither is it allowed to upload pages with adult content / mp3 / warez or links to them if they are in violation of the laws of the country where the servers are located, or if they are in violation of (inter)national laws and regulations or in violation of the conditions of Open Web Creations.

### Article 6 Payment

6.1 Payment of the amount due should take place within 14 days after the date of the invoice. The payment should be made in Dutch currency and in the way indicated by the user, unless the user has indicated otherwise in the offer.

6.2 The customer does not have the right to compensate for the outstanding debt which is the result of the present agreement with claims the customer has with respect to the user.

6.3 If the customer does not indicate what debt a payment is intended to pay for, the user has the right to determine himself what debt a payment is intended to pay for.

6.4 In case of failure to pay in time, in the right way, or to pay at all, the customer has the obligation - without prejudice to the obligation to pay the principal sum – to pay an immediately claimable interest on deferred payment, which is equal to the legal interest on deferred payment, with a minimum rate of 8% a year.

6.5 The costs of debt recovery made by or to be made by the user, either judicial or non-judicial, the latter with the minimum of 15% of the debt and at least 50,00 euros excl. VAT, are to be paid by the customer.

### Article 7 Cancellation / change

7.1 If the customer cancels the agreement entirely or partly, he is obliged to compensate the user for all costs made for the execution of the agreement (costs of preparation, storage, provision etc.) and, if the user wishes this, to pay for the materials intended for the execution of the agreement (for the prices indicated by the user in his calculation); without prejudice to the right of the user for compensation because of loss of profit, as well as other kinds of loss resulting from the cancellation.

7.2 Changes in the execution of the agreement as required by the customer, after the agreement has been realised, should be communicated by the customer to the user in time and by letter.

7.3. If the changes which are required cause higher costs, these will be charged to the customer. However, changes which cause lower costs, can lead to a lower amount to be paid by the customer.



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7.4 Changes in the agreement may have the result that the moment of delivery, as agreed upon before the change, will be overrun beyond the responsibility of the user.

### **Article 8 Liability**

8.1 The activities of Open Web Creations depend on the cooperation, services and deliveries of third parties, over which Open Web Creations has little or no control. Open Web Creations therefore cannot be held liable for any damage resulting from the relationship with Open Web Creations or the breaking of the relationship regardless whether the damage originates or becomes apparent during the relationship with Open Web Creations.

8.2 In case of an accountable failure in observing the agreement Open Web Creations can only be held liable for compensation of the value of the failing performance. Any liability of Open Web Creations for any other kind of damage is excluded, among which additional compensation of any kind, compensation for indirect damage, ensuing damage or damage because of loss of profit or turnover.

8.3 The customer safeguards Open Web Creations against any claims for compensation by third parties because of damage resulting from illicit or inaccurate use of the products and services delivered to the customer by Open Web Creations.

8.4 Considering the large number of junctions with human access on the Internet, the use of local networks and wireless communication, one has to consider the fact that information sent or received through the Internet is freely accessible. Open Web Creations cannot be held liable for damage in any form caused by sending confidential or secret information. Open Web Creations is not liable for safeguarding or misuse by third parties of stored information.

8.5 Open Web Creations is not responsible or liable for the contents of the content provided by the customer.

8.6 The customer is liable for all damage Open Web Creations might suffer as a result of a failure by the customer in the observance of the obligations originating from the agreement and these conditions, if the customer is accountable for this failure

8.7 The customer shall inform Open Web Creations immediately about changes in the data of the customer. If the customer fails to do so, the customer is liable for any damage Open Web Creations might suffer as a result of this.

### **Article 9 Claims because of defects**

9.1 The customer should give notice of visible defects by letter within 8 days after delivery. In case of failure to do so, any claim against Open Web Creations is declared void.

9.2 Claims because of invisible defects should be made by means of a registered letter within 8 days after the defect has been detected, could have been detected or should have been detected. In case of failure to do so, any claim against Open Web Creations is declared void.

9.3 If a claim because of defects is justified the delivered products and services will be adapted, replaced or compensated for, after consultation.

9.4 Claims because of defects do not suspend the obligations of the customer.

### **Article 10 Transfer of rights and obligations**

Open Web Creations - Laan van Wateringse Veld 1048 - 2548 CS - Den Haag

KvK: 27332342 - BTW: NL179245259B01 - info@openwebcreations.nl - [www.openwebcreations.nl](http://www.openwebcreations.nl)

All transactions are subject to the terms and conditions of Open Web Creations.



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It is not allowed to the customer, unless explicitly agreed otherwise, to transfer his rights and obligations resulting from agreements with the user, entirely or partly, without the prior consent of the user by letter, to which consent conditions can be attached.

### **Article 11 Disputes and applicable law**

11.1 Any dispute about the realisation, the explanation or execution of an agreement or more detailed agreements originating from it, as well as any other dispute considering or related to the agreement, either judicial or factual, will be filed to the court of law which has jurisdiction in the place of residence of the user.

11.2 The law of the Netherlands applies to the agreement between user and customer according to article 2.

### **Article 12 Stipulation of secrecy**

Both parties commit themselves to take measures to ensure secrecy with respect to all confidential information which the parties and their employees, or third parties involved in the execution of the agreement, are informed of.

### **Article 13 Authorisation of suspension**

The user is authorised, after noticing the other party by letter, to suspend all obligations originating from an agreement immediately if the customer fails in any obligation with respect to the user.

### **Article 14 Transportation**

If there is an agreement that the delivered products will be delivered on the usual media at the address of the other party and / or third parties, packing and transport are for the account and the risk of the customer.

### **Article 15 Adaptations**

For minor adaptations a standard tariff applies. The user has the right to determine if the adaptations as required by the customer are minor or not and to use a different tariff if needed.

### **Article 16 Business activities**

16.1 Considering changed circumstances., the user is allowed to change the moment at or the timeframe within which the user should perform his activities, unless explicitly agreed otherwise.

16.2 The user shall try to finish the activities within the agreed period of time and as good as possible. The user shall inform the customer in time, if the term cannot be held. In this case the user is not liable for any delay.

16.3 The user reserves the right to have the agreed activities performed by third parties, partly or entirely.

16.4 All graphical activities among which but not limited to 3D and 2D designs and animations, drawings, sketches etc. will remain the property of the user unless agreed otherwise by letter.

16.5 Open Web Creations has the right to use the rented sites for promotional activities.