

General Terms and Conditions of Delivery

2025



audio design

Article 1 Agreement, quotation and confirmation

1.1 Applicability of General Terms and Conditions

These general terms and conditions apply to the conclusion, content and fulfillment of all agreements concluded between the client and GW audio design.

1.2 Quotation

Quotations are valid for 14 days. Price quotes may be subject to change due to unforeseen changes in the work.

1.3 Written confirmation

Orders must be confirmed in writing by the client. If the client fails to do so, but nevertheless agrees to GW AUDIO DESIGN commencing the execution of the assignment, the content of the quotation will be considered agreed. Further oral agreements and stipulations only bind GW AUDIO DESIGN after they have been confirmed in writing by GW AUDIO DESIGN.

1.4 Simultaneously awarded contractors

If a client wishes to provide the same assignment at the same time to (a) contractor(s) other than just GW AUDIO DESIGN, he must inform GW AUDIO DESIGN of this, stating the names of these contractor(s).

1.5 Previously awarded contractors

If a client has previously issued the same assignment to a contractor(s) other than GW AUDIO DESIGN, he must inform GW AUDIO DESIGN of this, stating the name of these contractor(s).

Article 2 The execution of the agreement

2.1 Execution of assignment

GW AUDIO DESIGN will make every effort to carry out the assignment carefully and independently, to represent the interests of the client to the best of its knowledge and to strive for a result that is useful to the client. To the extent necessary, GW AUDIO DESIGN will keep the client informed of the progress of the work. This can be done via email, the project management platform or by telephone.

2.2 Providing data

The client is obliged to do everything that is reasonably necessary or desirable to enable timely and correct delivery by GW AUDIO DESIGN, in particular by timely delivery of complete, sound and clear data or materials.

2.3 Request quotes from suppliers

If GW AUDIO DESIGN draws up a budget for third party costs at the request of the client, this budget will only be indicative. If desired, GW AUDIO DESIGN can request quotations on behalf of the client. These quotations can only form part of the assignment if the client has agreed in writing to the stated costs and services to be provided.

2.4 Use of suppliers

Unless otherwise agreed, assignments to third parties in the context of the creation of the design are provided by or on behalf of the client. At the request of the client, GW AUDIO DESIGN can act as an authorized representative, at the expense and risk of the client. Parties can agree on a further compensation for this. If, during the execution of the assignment, GW AUDIO DESIGN purchases goods or services from third parties at its own expense and risk, after which these goods or services are passed on to the client, the provisions of the general terms and conditions of the supplier with regard to the quality, quantity, quality and delivery of these goods or services also apply to the client.

2.5 Disclosure and reproduction

Before production, reproduction or publication takes place, the parties must give each other the opportunity to check and approve the latest models, prototypes or proofs of the design. If GW AUDIO DESIGN, whether or not in the name of the client, gives orders or instructions to production companies or other third parties, the client must confirm his above-mentioned approval in writing at the request of GW AUDIO DESIGN.

2.6 Term of agreed delivery result

A delivery period specified by GW AUDIO DESIGN for completing the result is indicative, unless the nature or content of the agreement indicates otherwise. Even if a specified period for completing the result has been specified, GW AUDIO DESIGN will only be in default after the client has given notice of default by registered letter within the specified period.

2.7 Tests, permits and legal provisions

Unless otherwise agreed, carrying out tests, applying for permits and assessing whether instructions from the client meet legal or quality standards are not part of GW AUDIO DESIGN's assignment. Therefore, if these tests, permits or quality standards are necessary for the execution of the assignment, they must be realized by the client.

2.8 Complaints and procedure

Complaints must be communicated to GW AUDIO DESIGN in writing as soon as possible, but in any case within ten working days after completion of the assignment.

Article 3 Intellectual Property Rights and Proprietary Rights

3.1 Copyright and industrial property

Unless otherwise agreed, all intellectual property rights arising from the assignment - including but not limited to: patent right, design right, trademark right and copyright - belong to GW AUDIO DESIGN. To the extent that such a right can only be obtained through a deposit or registration, only GW AUDIO DESIGN is authorized to do so. If a transfer of rights takes place after completion of the assignment; Only then will they become the property of the client from that moment on.

3.2 Research into the existence of rights

Unless otherwise agreed, the assignment does not include conducting research into the existence of patent rights, trademark rights, drawing or model rights, copyrights and portrait rights of third parties. The same applies to any investigation into the possibility of such forms of protection for the client.

3.3 Attribution and source

Unless the client's business activity(ies) or the nature of the work is not suitable to do this, GW AUDIO DESIGN has the right to have its name mentioned on or with the work (or removed) and the client is not permitted to do so without prior permission to make the work public or reproduce it without mentioning the name of GW AUDIO DESIGN: "Designed and Engineered by GW AUDIO DESIGN".

3.4 Property rights GW AUDIO DESIGN

Unless otherwise agreed, the working drawings, illustrations, prototypes, models, molds, designs, design sketches, films and other materials or (electronic) files created by GW AUDIO DESIGN in the context of the assignment remain the property of GW AUDIO DESIGN in both copyright and substantive sense. This is regardless of whether the relevant materials in whole or in parts have been made available to the client or to third parties for whatever purpose.

3.5 Application and transfer rights developed source code

Unless expressly agreed otherwise when entering into the assignment, GW AUDIO DESIGN is not obliged to transfer the source code of the graphic designs, software and the technical documentation created during the development of the result. To the extent that the client can inspect the source code, he is not entitled to use it in any way or to apply it outside the agreed purpose (application), or to provide information or acquired knowledge about it to others.

Article 4 Use(s) and license(s)

4.1 Use of the result

When the client fully complies with his obligations as a result of the agreement with GW AUDIO DESIGN, he will obtain an exclusive (non-transferable) license to use the design insofar as this concerns the right of publication and reproduction in accordance with the assignment agreed destination. If no agreements have been made about the destination, the licensing will be limited to that use of the design for which there were firm intentions at the time the assignment was placed. These intentions must have been communicated to GW AUDIO DESIGN - demonstrably before concluding the agreement.

4.2 Wider use of results

The client is not entitled to use the design more widely than agreed without the written permission of GW AUDIO DESIGN.

4.3 Changes

Unless otherwise agreed, the client is not permitted to make changes to the provisional or final designs or to have them made by third parties without written permission from GW AUDIO DESIGN.

4.4 Own promotion

GW AUDIO DESIGN has the freedom to use the design for (own) publicity or promotional purposes, taking into account the interests of the client.

Article 5 Fee

5.1 Fee and additional costs

In addition to the agreed fee, the costs incurred by GW AUDIO DESIGN for the execution of the assignment are also eligible for reimbursement.

5.2 Fee for additional work

If GW AUDIO DESIGN is forced to perform more or different work due to late or non-delivery of complete, sound and clear data/materials or due to a changed or incorrect assignment or briefing, this work will be honored separately, on the basis of the usual fee rates charged by GW AUDIO DESIGN.

5.3 Auditing

If the fee is in any way made dependent on facts or circumstances that must be apparent from the client's administration, GW AUDIO DESIGN has the right to have the client's administration audited by a chartered accountant after a statement from the client. If such an inspection shows that the client's statement does not correspond to the actual course of events, the costs of this inspection will be borne by the client.

Article 6 Payment conditions

6.1 Payment obligation

Payments must be made within 08 days of the invoice date. If the client has not yet fulfilled his obligations within these 08 days, from this moment on the client will, in addition to the statutory interest, also owe the extrajudicial costs on the outstanding invoice amount, in accordance with the graduated collection costs in accordance with the 'Standardization Act' extrajudicial collection costs. effectuated on July 1, 2012. All costs incurred by GW AUDIO DESIGN, such as legal costs, extrajudicial and judicial costs (including costs for legal assistance, bailiffs and collection agencies) incurred in connection with late payments, will be borne by the client.

6.2 Periodic Payments

GW AUDIO DESIGN has the right to charge its fee weekly (every 07 days) for work performed and costs incurred for the execution of the assignment.

6.3 No discount, partial payment or compensation

The client makes the payments due to GW AUDIO DESIGN without discount, partial payment or compensation, except for settlement with deductible advances relating to the agreement that he has provided to GW AUDIO DESIGN.

6.4 Expired license

From the moment that the client does not (fully) comply with his payment obligations arising from an agreement or is otherwise in default, the client is no longer permitted to use the results made available and any damage within the framework of the license granted to the client will lapse, unless the client's shortcoming is of minor significance in the light of the entire assignment, at the discretion of GW AUDIO DESIGN.

Article 7 Termination and/or breach of contract

7.1 Termination of agreement by client

When the client terminates an agreement, he must, in addition to compensation, pay the fee and the costs incurred with regard to the work carried out to date.

7.2 Termination of agreement by GW AUDIO DESIGN

If the agreement is dissolved by GW AUDIO DESIGN due to an attributable shortcoming in the performance of the agreement by the client, the client must, in addition to compensation, pay the fee and the costs incurred with regard to the work carried out up to then. Behavior of the client on the basis of which GW AUDIO DESIGN can no longer reasonably be expected to complete the assignment will in this context also be regarded as an attributable shortcoming.

7.3 Compensation

The compensation referred to in the previous two paragraphs of this article will at least include the costs arising from the obligations entered into by GW AUDIO DESIGN in its own name with third parties for the fulfillment of the assignment, as well as 30% of the remaining part of the fee that the client would be liable to pay upon full completion of the assignment.

7.4 Solvency

Both GW AUDIO DESIGN and the client have the right to immediately terminate the agreement in whole or in part, if one of the parties involved: a. has been declared bankrupt, or b. has applied for and/or obtained a suspension of payments.

7.5 Usage license results after premature termination

If the assignment is terminated prematurely for whatever reason, the client is no longer permitted to use the designs/results made available to him and all licenses (if any) granted to the client in the context of the assignment will be terminated to expire.

7.6 Duration of agreements

If the work of GW AUDIO DESIGN consists of repeatedly performing similar work, the applicable agreement will apply for an indefinite period, unless otherwise agreed in writing. This agreement can only be terminated by written notice, taking into account a reasonable notice period of at least three months.

7.7 Termination of client-contractor relationship

In the event of an assignment for the development of a website or intended equivalent result, if the relationship between GW AUDIO DESIGN and the client is terminated, both parties will attempt to reach a reasonable solution in joint consultation, so that the website or intended the result to be equated can still be applied in a realistic manner by the client, if desired.

Article 8 Guarantees and indemnities

8.1 Copyright holder

GW AUDIO DESIGN guarantees that the delivered work has been designed by - or on behalf of - it (with the exception of material supplied by external parties) and that, if the result is subject to copyright, it is considered the creator within the meaning of the Copyright Act and the copyright holder, can and will have access to the work.

8.2 Indemnity against claims regarding use of design

The client indemnifies GW AUDIO DESIGN or persons engaged by GW AUDIO DESIGN for the assignment against all claims from third parties arising from the applications or use of the result of the assignment.

8.3 Materials and data provided

The client indemnifies GW AUDIO DESIGN against claims relating to intellectual property rights to materials, data or texts provided by the client that are used in the execution of the assignment.

Article 9 Liability

9.1 Liability

GW AUDIO DESIGN cannot be held liable for:

- Errors in the material provided by the client.
- Misunderstandings or errors with regard to the execution of the agreement if they have their origin or cause in actions of the client, such as late or non-delivery of complete, sound and clear data/materials.
- Errors by third parties engaged by or on behalf of the client.
- Defects in quotations from suppliers or for exceeding quotations from suppliers.
- Errors in the design or text/data, if the client, in accordance with the provisions of art. 2.5 has given approval or has been given the opportunity to carry out an inspection and has indicated that it has no need for such an inspection.
- Errors in the design or text/data, if the client has omitted creating or having a certain model, prototype or test carried out, and these errors in such a model, prototype or test are would have been observable.

9.2 Limitation of liability

Except in the case of intent or gross negligence on the part of GW AUDIO DESIGN or the management of GW AUDIO DESIGN, the liability of GW AUDIO DESIGN for damage resulting from an agreement or from an unlawful act committed against the client is limited to an amount that is reasonably proportionate to the size of the assignment, with the understanding that this amount will not exceed € 45,000 or, if the fee associated with the assignment is higher, the amount of this fee.

9.3 Expiry of liability

Any liability expires after 1 (one) year from the moment the assignment is completed.

9.4 Copies of materials

The client is obliged, if reasonably possible, to keep copies of materials and data provided by him until the assignment has been completed. If the client fails to do so, GW AUDIO DESIGN cannot be held liable for damage that would not have occurred if these copies existed.

9.5 Retention obligation

After completion of the assignment, neither the client nor GW AUDIO DESIGN have any obligation to retain the materials and data used, unless otherwise agreed.

Article 10 Additional provisions - interactive/virtual media

10.1 Specifications

The Client and GW AUDIO DESIGN will determine in joint consultation which specifications the result must meet and - where applicable - to what extent GW AUDIO DESIGN will be involved in the maintenance of the result, in a so-called Service Level Agreement (SLA).

10.2 Contact persons

The Client and GW AUDIO DESIGN will both appoint a contact person who is authorized to make decisions in the context of the assignment.

10.3 Correct delivery of (proper) material

The Client must ensure that software, materials, texts or data made available by or on behalf of him are delivered to GW AUDIO DESIGN in a timely, correct and complete manner. These must also be suitable for direct application/use by GW AUDIO DESIGN in the context of the assignment - insofar as no agreements exist regarding the need for adjustment or processing.

10.4 State of the Art

GW AUDIO DESIGN will carry out the assignment to the best of its ability, taking into account the current state of the art. GW AUDIO DESIGN cannot guarantee that the result will work without interruption or error in every environment. The result and display may depend on external factors such as network systems, browser, screen resolution or operating systems. The client must specify in which environment the result will be used, to enable coordination.

10.5 Special warranty provision for applications on the internet or intranet

In the event of an order for an application on the internet or intranet, for example a product promotion website, GW AUDIO DESIGN will repair any defects in the application that are reported in writing by the client within one month after installation. This is insofar as these defects are due to GW AUDIO DESIGN not complying with the specifications drawn up in the order. If an acceptance test has been agreed, GW AUDIO DESIGN will, notwithstanding the provisions above, repair such defects in the application that are reported in writing by the client within 14 days after the end of the test period, insofar as these defects are related to changes/improvements made during the test period.

Expiration of special warranty for applications on the internet or intranet GW AUDIO DESIGN is not obliged to repair defects in the application if these have been caused by the client itself, by third parties or by changed circumstances of which GW AUDIO DESIGN was not aware or aware at the time of concluding the agreement. should have known. The warranty obligation lapses if the client makes or has changes made to the software without the permission of GW AUDIO DESIGN, or attempts to repair a defect in any way without written permission.

Test period

If an acceptance test has been agreed for an order for applications on the internet or intranet, the test period will be 14 working days, unless otherwise agreed in writing. It is not permitted to make the application known to persons other than the client during the test period.

10.8 Expansion of GW AUDIO DESIGN services

GW AUDIO DESIGN will only provide other services, such as applying for domain name registrations and setting up procedures for security, control, maintenance and system management, if and insofar as this is expressly part of the assignment.

10.9 Engaging providers and other service providers

If GW AUDIO DESIGN advises to engage other service providers or suppliers, such as certain providers, for the purpose of functioning or achieving the result, GW AUDIO DESIGN is not liable if these service providers or suppliers fail to fulfill their obligations.

10.10 Additional work

If GW AUDIO DESIGN has to perform additional work due to an extension of the assignment, due to late, incorrect or incomplete delivery of software, materials or data, due to the repair of the design or the result in connection with improper use, or due to outside the assignment description (on request or out of necessity) to supervise employees or suppliers of the client, then this additional work, regardless of whether there was a fixed price agreement, will be reimbursed on the basis of the usual fee rates applied by GW AUDIO DESIGN.

10.11 Use result

The Client must ensure correct and judicious use of the result and the underlying software and applications.

10.12 License to use the software and documentation

When the client fully complies with his obligations as a result of the agreement with GW AUDIO DESIGN, he will obtain a non-exclusive, non-transferable license to use the software or applications created for the result by the design agency, as well as the associated (technical) documentation, regardless of whether this software or applications were produced in the context of the assignment.

10.13 Use third party fonts, software and other materials

The Client is responsible for obtaining licenses from third parties for copyrighted material that will be used in the result. Copyrighted material includes, among other things: fonts, software, corporate identity elements, photos and (music) compositions. For the material that GW AUDIO DESIGN proposes to use in the result, GW AUDIO DESIGN can request a cost estimate from the relevant supplier at the request of the client.

10.14 Daily use of a product related (promotional) website

In the event of an assignment for the development of a website, or a design equivalent to a website in this respect that is related to an by GW AUDIO DESIGN developed product, the client is permitted to make changes to the content for the daily use of an application within the limits specified by GW AUDIO DESIGN of the databases, underlying pages and tree structures. Under no circumstances is it permitted to make changes without permission from GW AUDIO DESIGN:

1. The (basic) design,
2. The opening page,
3. The basic structure,
4. The software,
5. The navigation system.

10.15 Wider use

Without the written permission of GW AUDIO DESIGN, the Client is not entitled to use the result more widely than agreed.

10.16 Variations on the result

The client is not permitted to make a variant or derivative of the result or to apply or use (elements of) the design within other designs or works without the permission of GW AUDIO DESIGN.

10.17 Software protection

GW AUDIO DESIGN is entitled to protect its software by means of (technical) measures. In that case, the client is not permitted to remove, disable or circumvent this security in any way.

10.18 Credit

In the event of publicity surrounding the result, the client will ensure that the contribution of GW AUDIO DESIGN is clearly highlighted. If it has been agreed that third parties will be involved in a change or elaboration of the result, the client will also oblige these third parties to clearly state the contribution of GW AUDIO DESIGN in publicity surrounding (an elaboration of) the result.

10.19 Own promotion

GW AUDIO DESIGN has the freedom to use the result for its own publicity or promotion, taking into account the interests of the client.

10.20 Indirect damage

GW AUDIO DESIGN cannot be held liable for indirect damage, including consequential damage, lost profits, mutilated or lost data, and damage due to business stagnation.

Article 11 Other general provisions

11.1 Transfer to third parties

The client is not permitted to transfer any right under an agreement concluded with GW AUDIO DESIGN to third parties, other than in the case of transfer of his company with regard to negotiating third parties.

11.2 Project Management System also Client Area

GW AUDIO DESIGN makes its Project Management System available to clients, in order to facilitate both the client and the professionals assigned to a project by GW AUDIO DESIGN. The client must use this environment in accordance with the instructions for use and regulations. The password and associated username provided are strictly personal and should therefore never be given to third parties. The use of the Project Management System is only permitted exclusively for clients, GW AUDIO DESIGN professionals and/or third parties assigned to a specific project and development content related to the project.

11.3 Confidentiality

The parties are obliged to treat confidentially and keep confidential information, facts and circumstances that come to the attention of the other party in the context of the assignment. Third parties involved in the execution of the assignment will be bound by the same obligation of confidentiality with regard to these data, facts and circumstances originating from the other party. Confidential data also includes the software, applications, (graphic) designs, source codes, design drawings, models, working and detail drawings, data carriers and other applied and/or associated content created / used by GW AUDIO DESIGN for the development project to be realized.

11.4 Inscriptions

The headings in these general terms and conditions only serve to improve readability and do not form part of these general terms and conditions.

11.5 Publication rights general terms and conditions GW AUDIO DESIGN

The texts, formulations and publication of these general terms and conditions are subject to publication and copyright. None of the texts, articles or formulations in these general terms and conditions or parts thereof may be reproduced, reproduced, copied, published or applied in any way whatsoever without the express written permission of GW AUDIO DESIGN, except for a business technical and/or legal demonstrable relationship/merger with GW AUDIO DESIGN as a statutory company.

11.6 Applicable Law

Dutch Law applies to the agreement between GW AUDIO DESIGN and the client. The court to hear disputes between GW AUDIO DESIGN and the client is the competent court in the district where GW AUDIO DESIGN is located. These conditions have been filed with the Dutch Chamber of Commerce under registration number 87505436.