

# General terms and conditions

1. These general terms and conditions apply to all offers and / or agreements whereby Open Source Design delivers goods and / or services of any kind whatsoever to the client, unless explicitly agreed otherwise in writing between Open Source Design and the client. All offers are without obligation. Any purchase and other conditions of the client are not applicable unless explicitly accepted in writing by Open Source Design.
2. All support, provided by Open Source Design by telephone or otherwise, will be charged unless otherwise agreed by means of a support or maintenance contract.
3. An offer is valid for fourteen days, unless otherwise specified in the offer.
4. Open Source Design guarantees delivered products and / or services according to the warranty conditions of its suppliers and / or the producer (s) of the products.
5. All amounts issued by Open Source Design are exclusive of call-out costs, costs of delivery, VAT and other possible statutory surcharges.
6. All disputes that may arise between the client and Open Source Design on the basis of these conditions or on the basis of an offer or agreement, will be submitted for decision to the competent court in the district at the discretion of Open Source Design.
7. Delivery of services takes place exclusively on the basis of subsequent calculation and monthly invoicing unless otherwise agreed in advance.
8. Maintenance and support funds must be paid in advance.
9. Goods delivered to the client remain the property of Open Source Design until all amounts owed by the client for whatever reason have been paid in full.
10. Open Source Design reserves all rights to all ideas, layouts and websites provided by Open Source Design, unless otherwise agreed in writing.
11. Invoices can be provided digitally by Open Source Design in the form of a PDF document. Upon request, a paper copy of the invoice will be provided to the client by regular mail.
12. All claims of Open Source Design must be paid within 14 days of the invoice date. In the event of non-fulfillment, the client will owe interest of 1.5% per month without further notice of default, from the due date to the payment.
13. Any judicial or extrajudicial extra costs incurred by Open Source Design to obtain the payments are at the expense of the client and need not be made known to the client in advance.
14. In the event of cancellation of the order by the client, after Client has already provided a signed order confirmation to Open Source Design, the client must pay cancellation costs to Open Source Design. These amount to 10% of the contract sum with a minimum of € 200.00 plus the costs already incurred by Open Source Design.
15. To the extent permitted by applicable law, Open Source Design is not liable for any other damage (including but not limited to damage through loss of profit, business interruption,

loss of business information or other monetary loss) arising from the use or prevention of the use of products and / or services supplied by Open Source Design. In any case, the total liability of Open Source Design for whatever reason will be limited to the amount actually paid by the client for the products or services.

16. Insofar as Open Source Design relies in its activities on the cooperation, services and deliveries of third parties on which Open Source Design can exercise little or no influence, it can not be held liable in any way whatsoever for any damage arising from these relations with Open Source Design or breaking it regardless of whether this damage occurs or becomes visible during the relationship with Open Source Design.
17. In case of attributable shortcoming in the fulfillment of the agreement, Open Source Design is only liable for the replacement compensation up to the invoice amount. Any liability of Open Source Design for any other form of damage is excluded, including compensation for indirect damage, consequential loss or damage due to lost turnover or profit.
18. The Client must take into account that information that is sent via the Internet can be intercepted / intercepted by third parties. Open Source Design can not be held liable for damage in any form whatsoever caused by sending confidential or secret information if this information is not insured by a recognized security company. Our authority then shifts to theirs.
19. Open Source Design is not responsible or liable for the content of the material provided by the client that has been placed on the client's website.
20. The content of the data dissemination and publication remains in all cases the responsibility of the client. Open Source Design is not deemed to restrict or monitor this, nor can Open Source Design be held liable for the content of its own publication. All necessary copyrights, fees, expenses or fines are at the expense of the client.
21. The Client accepts that the time schedule of an assignment can be influenced by an interim modification of the approach, working method or scope of the assignment and the resulting measures. The resulting costs will be reported by Open Source Design as soon as possible.
22. In order to ensure that the execution of an order is completed as quickly and properly as possible, the client provides all documents and information that are required in a timely manner. This also applies to the provision of employees of the organization that are involved in the work.
23. Open Source Design reserves the right to include work performed in its portfolio and to publish it on its website and other media, unless otherwise agreed with the client.
24. Open Source Design guarantees the client that it will treat all data provided to Open Source Design, such as access codes, content and software etcetera strictly confidential and will never make it available to third parties, unless instructed to do so by the client.
25. Open Source Design is registered at the Chamber of Commerce in Breda under number 20116320