

General Terms and Conditions Krul Creative

1. Applicability

1.1 All quotations, order confirmations, and agreements are subject to the general terms and conditions of Krul Creative.

1.2 Terms and conditions used by the client are only applicable if they have been accepted in writing or by email by Krul Creative prior to the assignment.

2. General Provisions

2.1 The term 'client' refers to the party commissioning work to Krul Creative or to whom Krul Creative has issued a quotation.

2.2 These general terms and conditions apply to all quotations and the formation, content, and fulfillment of all agreements between the client and Krul Creative. Deviating provisions are only binding if confirmed in writing by Krul Creative.

2.3 Terms and conditions used by the client are only applicable if they have been accepted in writing or by email by Krul Creative prior to the assignment.

2.4 Krul Creative is free to reference the delivered end products for its own promotional purposes and to share these via its social media channels, unless explicitly agreed otherwise.

2.5 When Krul Creative utilizes third-party services in the execution of an assignment, Krul Creative will consult with the client in advance and exercise due diligence in selecting third parties.

3. Quotations

3.1 Every quotation and offer sent by Krul Creative is without obligation and has a validity period of 1 month from the date of issue, unless otherwise agreed by the parties involved.

3.2 Offers do not automatically apply to follow-up assignments.

4. Formation of the Agreement

4.1 Once an agreement is formed, it can only be amended with mutual consent.

5. Amendments

5.1 All changes to the assignment are considered additional work and will be charged to the client.

5.2 Additional work will be calculated based on the price-determining factors applicable at the time the additional work is performed.

6. Price

6.1 All prices quoted by Krul Creative are exclusive of VAT and other government-imposed levies.

6.2 Krul Creative may charge an additional fee for rush assignments.

6.3 Should there be a cost-increasing factor between the formation of the agreement and the execution of the work, Krul Creative may deviate from the agreed price after making the price-increasing circumstance transparent.

7. Payment

7.1 Payment of the invoice amount must be made within 30 days of the invoice date, unless the invoice specifies a different payment term. All transaction costs are borne by the client.

7.2 If the payment term is not met, the client owes interest of 1% per calendar month from the due date.

7.3 The client has no right to offset any claims against Krul Creative with claims from Krul Creative against the client.

7.4 The client owes extrajudicial (collection) costs if they fail to meet their obligations. These costs amount to 15% of the total invoice amount with a minimum of €350 per invoice.

7.5 Complaints about invoices must be submitted to Krul Creative within 8 days of receipt of the invoice. Failure to do so will result in the forfeiture of the right to contest the invoice's accuracy.

8. Liability and Data Storage

8.1 Every agreement between Krul Creative and the client is characterized as a best-effort agreement. Krul Creative can never be held liable for unachieved results.

8.2 Krul Creative excludes any liability for indirect damage, except in cases of intent or gross negligence on the part of Krul Creative.

8.3 The client indemnifies Krul Creative against all third-party claims related to breaches of their intellectual property rights, tort, or breach of contract resulting from instructions or materials provided by the client.

8.4 All liability expires two years after the assignment is completed, terminated, or dissolved.

9. Intellectual Property

9.1 All intellectual property rights arising from the assignment are vested in Krul Creative, unless otherwise agreed. After payment for the project is completed, full copyright of the logo, PowerPoint template, and email footer will be transferred to the client.

9.2 Krul Creative retains the right to reference and share the delivered end products for its own promotional purposes via its social media channels and website, unless explicitly agreed otherwise.

9.3 Unless otherwise agreed, the results created by Krul Creative in the context of the assignment (other than the transferred copyrights mentioned in 9.1) remain the property of Krul Creative.

10. Cancellation

10.1 If a client cancels an assignment, they are required to reimburse the costs already incurred by Krul Creative and pay a compensation of 15% of the agreed price, without prejudice to Krul Creative's right to claim full performance of the agreement and/or damages.

11. Applicable Law / Competent Court

11.1 All quotations, order confirmations, and agreements between Krul Creative and the client are governed exclusively by Dutch law.

12. Retention of Title

12.1 Krul Creative retains ownership of all goods delivered to the client until the invoice for these goods has been paid in full.

13. Extension of Subscriptions

13.1 If the client is not a consumer, the agreement will be automatically extended by periods equal to the initial term, unless one party notifies the other party in writing at least one (1) month before the end of the agreement that it does not wish to extend the agreement.

14. Confidentiality

14.1 Both parties are obliged to maintain the confidentiality of all confidential information obtained from each other within the framework of the agreement. Information is considered confidential if it is communicated as such by the other party or if it arises from the nature of the information.

15. Force Majeure

15.1 Krul Creative is not obliged to fulfill any obligation towards the client if hindered by a circumstance that cannot be attributed to fault, nor by law, a legal act, or generally accepted practice.

15.2 Force majeure in these general terms and conditions includes, in addition to its definition in law and jurisprudence, all external causes, foreseen or unforeseen, over which Krul Creative has no control, but which prevent Krul Creative from fulfilling its obligations.

16. Delivery Periods

16.1 All delivery periods stated by Krul Creative are established to the best of its knowledge based on the information known at the time of entering into the agreement and will be observed as much as possible.

16.2 Simply exceeding a stated period does not put Krul Creative in default. In all cases, including when parties have agreed on an explicit deadline in writing, Krul Creative will only be in default due to time overruns after the client has given it notice of default in writing.

17. Right of Withdrawal (if applicable)

17.1 If the client is a consumer, they have the right to dissolve the agreement without stating reasons within fourteen (14) days from the day the agreement was entered into.

18. Retention Right

18.1 Krul Creative is entitled to retain items, products, data, or documents that it has from the client until the client has fully paid all amounts owed to Krul Creative.

19. Complaints Procedure

19.1 Complaints about the work performed must be reported in writing to Krul Creative within fourteen (14) days of discovery, but no later than thirty (30) days after completion of the work concerned.

19.2 If a complaint is justified, Krul Creative will still perform the work as agreed, unless this has become demonstrably pointless for the client. The latter must be communicated in writing by the client.

20. Applicability of the Code of Conduct

20.1 Krul Creative conforms to the code of conduct of the trade association for graphic designers (if applicable) and acts in accordance with this code in all its activities.

21. Miscellaneous

21.1 If one or more provisions in these general terms and conditions are at any time wholly or partially null and void or annulled, the remaining provisions in these general terms and conditions will remain fully applicable. Krul Creative and the client will then consult to agree on new provisions to replace the null or annulled provisions, whereby the purpose and purport of the original provisions will be taken into account as much as possible.

Date of last change: *November 2024*