

General terms and conditions SE-Optimizz at Voeren
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Article 1: Definitions

In these general terms and conditions, the following definitions shall apply:

Client: the party giving the order

Contractor: SE-Optimizz, registered in the CBE under number 0791.626.205

Article 2: Applicability

1. These general terms and conditions - to the exclusion of any general terms and conditions of the client - apply to all agreements of assignment (including additional assignments and/or follow-up assignments) concluded with SE-Optimizz, unless otherwise agreed in writing prior to the conclusion of the agreement.

2. If one or more of the provisions of the General Terms and Conditions are null and void or are annulled by judicial intervention, the remaining provisions of the General Terms and Conditions shall remain fully applicable. The Contractor and the Client will then consult to agree on new provisions to replace the void or voided provisions, whereby if and to the extent possible the purpose and meaning of the original provisions will be observed.

3. SE-Optimizz is authorized to amend and/or modify these general terms and conditions without prior notice. Any modified general terms and conditions shall apply to all new agreements and to current agreements.

Article 3: Quote, offer and acceptance

1. The proposals made by SE-Optimizz are non-binding. A proposal made by SE-Optimizz shall automatically lapse if it is not accepted by the client in writing within 90 days, unless expressly agreed otherwise.

2. The agreement is concluded the moment the client has agreed in writing or digitally to the unchanged quotation or offer or as much earlier as the parties actually start executing the agreement. In the event of amendments to the quotation or offer, the agreement shall not come into effect until the contractor confirms the amendment in writing or digitally.

3. All assignments are deemed to have been given exclusively to SE-Optimizz and not to a (legal) person associated with SE-Optimizz. This also applies if it is the express or implied intention of the client that the assignment will be performed by a specific person. This article applies accordingly if work is performed other than under an assignment agreement.

Article 4: Implementation of the assignment

1. After signing the quotation, the contractor shall execute the order as soon as possible in accordance with the quotation, taking into account the reasonable wishes of the client. The contractor shall endeavor to execute the order to the best of his ability, with due care and skill. It is the client's responsibility to enable timely and correct execution of the order. Specifically, the client is obliged to ensure that all data which the contractor deems necessary, or which the client should reasonably understand to be essential for the execution of the assignment, are provided to the contractor in a timely manner. The Client's required commitment must be of sufficient quality and delivered on time, both in terms of contact support and in the planned deployment of employees.

2. If the client neglects what is mentioned in article 4 section 1, the contractor is entitled to charge additional costs and it is possible that the assignment will be delayed. Should there be a delay of the order, caused by the client, this will be reported by email or in writing. In that case, the contractor will inform the client of any additional costs to be charged.

Article 5: Duration, termination and dissolution

1. If the agreement is for the development of certain materials, the agreement shall be deemed to have been entered into for the duration as stated in the agreement. Should no duration be specified in the agreement, the agreement shall be considered terminated when the performance has been mutually delivered.

2. The delivery periods stated by the contractor are indicative in nature. The contractor shall not be in default until the client has given him written notice of default.

3. If the client fails to fulfill its obligations under the agreement, the contractor shall be entitled to suspend the performance of all agreements concluded with the client in question, without notice of default being required. The client is not thereby entitled to compensation for damages, lost profits and interest.

4. Contractor is authorized to cancel or suspend all or part of the agreement with immediate effect, without legal intervention, in writing and without any obligation to pay damages or compensation, if:

- Client fails to fulfill its obligations under the Agreement in full or on time
- Contractor becomes aware of circumstances after the conclusion of the Agreement that give good reason to fear that Client will not fulfill his obligations
- Client was requested, at the conclusion of the Agreement, to provide security for the fulfilment of his obligations under the Agreement and this security is not provided
- Client dies or files for bankruptcy
- Client's bankruptcy is granted
- The client's activities are discontinued or liquidated
- If an attachment is levied on one of the principal's assets
- If circumstances arise which are of such a nature that performance of the agreement becomes impossible or the unaltered maintenance of the agreement cannot reasonably be required of the contractor.

5. If the agreement is dissolved, the claims of the contractor against the client will be immediately due and payable.

6. If the dissolution is attributable to the client, the contractor will be entitled to compensation for the damage caused directly and indirectly as a result.

Article 6: Procedure after termination

1. Upon termination of the agreement, the parties are mutually obligated to promptly return to the possession of the other party any property owned or entitled by the other party. Certain property, such as data (media), may be erased or destroyed in place of being returned if the other party has given its written consent.

Article 7: Prices

1. All prices of the contractor are exclusive of VAT and other levies imposed by the government.
2. The costs of plugins used or costs to third parties by the contractor, will be charged to the client.
3. If the price in an offer is based on the data provided by the client and these subsequently turn out to be incorrect, the contractor has the right to adjust these prices to the prices reasonably corresponding to the correct data, even after the agreement has been concluded.
4. All prices stated in the contractor's quotation are subject to typing and calculation errors.

Article 8: Payments

1. The work shall in general be charged in advance, unless otherwise stipulated in the quotation or offer.
2. The payment term of invoices is 14 days after the invoice date. Payment must be made in the way stated on the invoice.
3. In the event of non-payment or incomplete payment, the client will be in default by operation of law after the expiry of the period. In the event of non-payment or incomplete payment, the client will be in default by operation of law on expiry of the period referred to in the first paragraph and the contractor will be entitled, without further demand or notice of default, the contractor shall be entitled to charge the customer statutory interest from the due date until the date of payment in full, all this without prejudice to the other rights which the contractor has.
4. All judicial and extrajudicial costs reasonably incurred by the contractor as a result of non-performance by the client shall be charged to the client.

Article 9: Additional work

1. If the client's wishes, which can reasonably be considered by the contractor as a change or an addition to the stated quotation, increase the amount of work of the contractor, this shall be considered as additional work.
2. If there is additional work, as stated in article 9 section 1, this will first be issued again in a quotation to the client and the client will be requested to confirm the agreement for the additional work in writing.

Article 10: Liability

1. The liability of the contractor is limited to what is shown in this article.
2. The contractor shall only be liable for damage resulting from a shortcoming in the execution of the order insofar as this failure is the result of a lack of care which could reasonably be expected of him or an intentional act or omission or gross negligence.
3. The contractor's liability is always limited to a maximum of the amount that will be paid out under the contractor's professional liability insurance.
4. If for any reason no payment is made according to the aforementioned insurance, the liability is limited to an amount that the contractor has charged in the previous three months.

5. SE-Optimizz accepts no liability for any failure to perform by third parties engaged by her. To the extent that third parties limit their liability for professional misconduct, SE-Optimizz shall be entitled to accept such limitation of liability on behalf of the client.

6. In the event of force majeure, the contractor shall never be liable.

7. The Contractor's liability shall be limited to direct damage and shall not extend on indirect damages including consequential damages, missed income and profit, property damage, missed savings, incurred losses and damages due to business interruption.

Article 11: Intellectual property rights

1. All rights of intellectual property under the Agreement shall lie exclusively with the Contractor or its licensors. Intellectual property rights mean: All (future) rights of intellectual property, including but not limited to; trademark rights, patent rights, design rights, copyright and neighboring rights, trade name rights, database rights, know-how, trade secrets and domain names.

2. Client only acquires the usage rights and powers as long as the agreement between client and contractor lasts.

3. The client may not remove or modify any indication relating to copyrights, trademarks, trade names or other intellectual property rights from the materials. This includes indications regarding the confidentiality and secrecy of these materials.

4. If the materials provided by the Client to the Contractor are protected by any intellectual property right, the Client warrants at all times that it has all the necessary licenses to use the visual material. The contractor can never be held liable if the right of intellectual property has not been (correctly) arranged by the client. When the Client supplies the visual material, the Supplier may assume that the Client has the necessary licenses.

5. The Supplier is entitled to use the Client's trademark, logo or name in its external communications without the Client's prior consent.

Article 12: Retention of ownership

1. SE-Optimizz remains the owner of the website or product until the client has fulfilled all of its payment obligations to SE-Optimizz under whatever agreement entered into with SE-Optimizz, including claims for failure to perform.

2. Until such time SE-Optimizz may invoke its retention of title and repossess the goods.

3. Before ownership has passed to the customer, the customer may not pledge, sell, alienate or otherwise encumber the products.

4. If SE-Optimizz invokes its retention of ownership, the agreement as dissolved and SE-Optimizz is entitled to claim damages, lost profits and interest.

Article 13: Secrecy

1. The parties are obliged to maintain confidentiality towards third parties with respect to information that is confidential in nature.
2. The client will not disclose the contents of advice and correspondence unless the contractor has given its explicit permission to do so.
3. Obligations under this article shall continue to apply in full after termination of the Agreement.

Article 14: Complaints

1. Complaints with regard to the work or invoices of SE-Optimizz are to be under penalty of forfeiture of all rights which the client could have asserted in connection herewith, both in and out of court by the client within one month after the date of sending of the documents or information about which the client is complaining. SE-Optimizz must be notified in writing, giving reasons, within one month after the date of dispatch of the documents or information about which the client is complaining.
2. A complaint does not suspend the payment obligation of the client.

Article 15: Expiration date

1. All possible claims of the Client against SE-Optimizz shall lapse within one year after the facts on which the claim is based were known to the Client or could reasonably have been known to the Client, but in any event three years from the date of the last invoice for the assignment in question.

Article 16: Applicable law and courts

1. The legal relations between the client and SE-Optimizz are governed by Belgian law.
2. Disputes will be exclusively decided by the court in the region where SE-Optimizz is located. Nevertheless, SE-Optimizz is entitled to submit disputes to the competent court of the domicile of the client.
3. These general terms and conditions are available in different languages. The Dutch text will prevail in case of any difference between the Dutch version and a version drafted in another language.

These general conditions have been drawn up by Kappen Juristen B.V. in Assen.