

Article 1 General

These general terms and conditions apply to all agreements that ToVisualize with a client connect; quotes, contracts, services, agreements of sale and deliveries, including.

These conditions may only be waived, if and to the extent agreed upon in writing and solely for that agreement, in which the different conditions were made.

Applicability of the general terms and conditions of the client is by ToVisualize rejected. The general terms and conditions of ToVisualize are also applicable, if the general conditions of the client is a prevalence-term.

Article 2. Offers / Conclusion Of Agreement

All quotations of ToVisualize, in any form whatsoever, are without obligation, unless expressly stated otherwise. ToVisualize can withdraw a quote, as long as the client the offer is not accepted. An offer has a limited geldingsduur, which in the quotation is indicated.

First, written confirmation by ToVisualize of a command, or by executing the command will have a contract. ToVisualize is entitled to suspend its activities if the client at his request, no security for payment and other obligations arising from the contract, without prejudice to the obligation of the client by ToVisualize work performed and costs incurred to reimburse.

Misunderstandings regarding the content and implementation of the agreement, resulting from the client not, not correct, not timely, or incomplete and specifying the command or make announcements, for the account and risk of the client, even if that contract and/or communications made through any technical means, such as fax, e-mail or other transmission media.

ToVisualize sets his quotes together on the basis of an estimate of the required hours for project preparation, modelling, rendering, use of materials and other project-related matters. ToVisualize determines these hours in all reasonability. However, it may happen that a client for the production of additional wishes that have not yet been included in the quotation. These extra hours are on the basis of a fixed hourly rate, on top of the in the quote agreed invoice amount, charged.

Article 3 The Travel And Stay

All travel and subsistence costs are considered additional costs and are not included in the quote. These are added separately to the final invoice. ToVisualize applies a fee of € 0,27 excl. Vat) per driven km.

Article 6 PRICES

Unless expressly stated otherwise on the order confirmation or quotation, all prices are excluding VAT.

Article 7 Payment / Direct Debit

Payment must be made in the manner agreed and within the agreed term(s).

If payment of the total amount owed has not timely occurred, the customer is in default without notice of default being required. The client is from the date of default until the date of full payment, an interest of the legal interest rate plus 2% per month.

In the event of liquidation, bankruptcy, suspension of payment, receivership or attachment to the side of the client, the claims of ToVisualize on the client are immediately due and payable.

If the client defaults in the performance of the contract, all by ToVisualize in and out of court costs incurred in obtaining satisfaction / fulfilment for the account of the client. The extrajudicial collection costs amount to 15% of the principal amount.

Article 8-Force Majeure

In case of force majeure ToVisualize the right implementation of the agreement to suspend. If the period of force majeure fulfillment of obligations by ToVisualize is not possible lasts longer than two months, both ToVisualize if the principal authorized the agreement wholly or partially dissolve, without the client by virtue of this entitled to compensation of costs, damage and interests.

If ToVisualize at the commencement of the force majeure already partially has fulfilled his obligations, or only partially able to meet its obligations, is ToVisualize entitled to the already delivered c.q. the deliverable part separately to invoice and the client shall be obliged to pay this invoice.

Force majeure in the meaning of this article refers to circumstances which obstruct execution of the contract and which do not ToVisualize attributable. Below, will be understood (civil) war, threat of war, riots, acts of government, acts of war, fire, water damage, flooding, strikes, sit-ins, defects in machinery, disruptions in energy supply, transport disruptions, natural disasters, government measures. An appeal to force majeure may be done both if the above mentioned circumstances on the side of ToVisualize avoid, as when the circumstances, at the side of by ToVisualize third parties occur. ToVisualize also has the right to invoke force majeure, if the non-imputable circumstance which fulfillment of the contract impossible, commences after it had obligations to meet.

Article 9 Time Of Delivery

A ToVisualize specified period of delivery, unless in writing is a deviation, an approximation only. Delivery times are always approximate.

Agreed delivery times shall as far as possible be complied with, but exceeded by ToVisualize an agreed period of time, does not default on the side of ToVisualize and therefore delivers for the client is not a ground for dissolution of the agreement. The client must, in order to ensure the absence of ToVisualize to enter ToVisualize in the manner of the Dutch Civil Code, a written notice of default.

Article 10 Liability

ToVisualize, neither to the client nor to any third party, be liable for any damages arising from the (execution of) the work as agreed, unless there is intent or gross negligence on the part of ToVisualize, with conditional intent if intent is considered. ToVisualize is never liable if the failure is due to force majeure.

ToVisualize is, even if there is intent or gross negligence on the part ToVisualize, never, neither to the client nor to any third party, be liable for consequential damages, delay damages, damages in the form of loss of earnings, or immaterial damage.

ToVisualize is not liable for exceeding the agreed deadlines.

Article 11 Dissolution

ToVisualize is authorised to suspend its activities or the contract in whole or in part, terminate the agreement without notice of default being required if:

- The client is in default of the agreed price, including interest and costs to comply.
- The client is in default remained the necessary information, articles and/or issues, necessary for ToVisualize to provide the agreed services to carry out, to grant.
- After the conclusion of the agreement ToVisualize learns of circumstances giving good ground to fear that the client will not fulfill its obligations, including the fact that it seems that the client has insufficient solvent
- The client with his/her obligations under the contract are not nakom
- The client is declared bankrupt
- The client requests suspension of payment
- The client will not (more) the power of disposition on his/her ability.

If the agreement is terminated pursuant to this article, is the client in respect of compensation of damage 30% of the agreed price immediately due and payable, without prejudice to the obligation of the client by ToVisualize work performed and costs incurred to compensate and without prejudice to the right of ToVisualize to the entire damages in court to recover.

Upon a dissolution pursuant to this article, stretching all the received time-limits, primarily to reduce the costs, then against interest due and finally to reduce the principal and accrued interest.

Article 12 retention of Ownership

Concepts, ideas and proposals for a client to be developed fall under the copyright law, and remain formally and legally in possession of ToVisualize. In the event of a breach or abuse of this copyright claims ToVisualize the organisation or person in question liable. This liability has legal consequences.

All ToVisualize productions copyrighted. A ToVisualize production may not be copied, reproduced or edited without permission of the author, ToVisualize.

It is possible for copyrights to buy in accordance with ToVisualize.

ToVisualize reserves expressly ownership of the goods to be delivered for, until the principal all the obligations of the agreement has been met, including without limitation the obligations relating to the payment of costs, interest and fees for account of the client.

In the event that the delivery is part of a series of deliveries shall be the property of the goods is reserved until all the payment obligations in connection with this series of deliveries, have been met.

If the client of its obligations under the agreement and fails, or there is a reasonable fear that he shall not do, is ToVisualize is entitled to have the goods delivered to which the retention of ownership rests, to take back, either with the client or a third party way to (do to) get. The client must check the regulations made by ToVisualize costs to compensate.

If any third party is entitled to under retention of ownership goods delivered or wish to establish or assert, the client is obliged ToVisualize shall without delay inform.

ToVisualize has towards anyone requesting delivery thereof, be a lien and a lien on all goods and monies that ToVisualize whatever reason and with whatever destination it has or will have, for all the claims that they at the expense of the client has or may get.

Article 13 By the command to disposal.

ToVisualize will by the client, entrusted to him goods in the context of the performance of the contract to keep with the care of a good custodian.