

Updated: 06/12/2016

Below are D&D Creations' (hereinafter referred to as "Company") General Terms and Conditions of Service. Unless otherwise stated, these form the basis of all contracts between the Company and the Client. Project-specific Terms and Conditions (Service Agreement) shall be provided by the Company attached to the quotation requested by the Client. These Terms and Conditions are set forth in order to manage expectations and outcomes, explain Intellectual Property-related issues, and to protect both the Company and the Client.

The Client shall take time to thoroughly read through and fully understand these Terms and Conditions before commencing any project with the Company.

1. COMMUNICATION WITH THE COMPANY

The Company's postal address, email addresses and operating hours are stated at the Company's contact page at <http://www.ddcreations.eu/contact-us/>. For Services, the Company is available via the email address services@ddcreations.eu, or via telephone at +31 (0) 487 844 776 (office) or + 31 (0) 681 752 611 (mobile) during our operating hours (from Monday to Friday from 9:00 – 18:00; on Saturday from 10:00 – 16:00 CET for urgent matters only). Clients can also contact the Company via the Company's online contact form, or via Skype (user name: danddcreations) if requested in advance. A company representative shall respond to emails and/or return missed calls within 24 hours on business days.

Every form of communication between the Company and the Client is monitored and logged by the Company for quality assurance purposes. The Company shall handle all communication with the Client as confidential. However, the Company reserves the right to use the logs for legal purposes and procedures if necessary.

2. POLICIES AND PROCEDURES OF COMMENCEMENT

2.1. Requesting a quotation

In order to be provided with a quotation based on the most accurate cost estimation of the project, the Client shall request a quotation via the Company's Request a Quotation pages for 3D Visualization, Audio Production or Training; linked to the service pages of the Company's website. The Client shall take time to understand and to fill out the form(s), providing a clear, detailed information about the project. If any part of the Quotation Request Form(s) is unclear, the Client shall contact the Company for clarification, and a representative of the Company shall respond within 24 hours on business days.

Upon sending a request for quotation, the Client shall agree to the Company's General Terms and Conditions of Service. This does not constitute agreement to project-specific Service Agreements, and does not involve any monetary or obligations.

The prices included in the quotation are provided in € (euro), and shall be provided exclusive Value Added Tax (VAT) for companies, and inclusive VAT for individuals. According to the VAT rules on Telecommunication, Broadcasting & Electronic Services introduced in 2015, the Client – as individual – will be taxed in the country where the Client belongs, if the Client is located in the European Union. For businesses and individuals located outside the EU, no EU VAT is charged.

The Client has right to accept or to reject the quotation. The Company may be open for further negotiation and modification of the quotation in order to come to an agreement which is beneficial for both parties. Depending on the project, the quotations of the Company are valid from 6 to 14 business days. The exact period of validity is stated on each quotation. If the Client does not respond within the given period, the Client shall submit a new quotation request.

The Company respects the Client's privacy, and any information provided by the Client in a quotation request is used solely by the Company to learn more about the Client's business, needs, goals and to get in contact. The Company shall not give the Client's information to a third party without the Client's consent.

2.2. Approval of quotation

When a quotation issued by the Company is approved by the Client, the Client shall agree to the project-specific Service Agreement attached to the quotation. The Service Agreement is based on the Company's General Terms and Conditions of Service, and shall include the company or personal information of the Client and the Company, a detailed description of the project, the payment policy and all costs of the project, the deadline of the project, intellectual property rights, the agreement validity period and information on governing law and jurisdiction. Extra paragraphs may be included, depending on the project.

3. PAYMENT POLICY

3.1. Stages of payment

Unless otherwise indicated in the Service Agreement, the Client agrees to pay:

- 40% non-refundable deposit of the quoted amount to commence the project
- 40% of the quoted amount is due after a specific stage stated in the Service Agreement
- 20% is due upon the delivery of the full project

In case of projects lasting 30 business days or shorter, the invoicing is usually based on 50% deposit and 50% upon completion of the project.

3.2. Invoicing

At all stages of the payment, the Company shall invoice the Client. The 40% to 50% deposit and the stage payment(s) have a payment term of 48 hours to 5 business days of the invoice date, depending on the urgency of the project. The exact period is indicated in the Service Agreement. The remaining 20% to 50% shall be paid by the Client within 14 business days of the invoice date.

3.3. Liability of Payment

Unless otherwise indicated in the Service Agreement, the Company shall begin the production within 24 hours after the payment of the 40% to 50% deposit is completed. In case the deposit or the stage payment is not paid within the time specified on the invoice, the Company reserves the right to suspend the production until the amount is paid. In case the remaining 20% to 50% to be paid upon the delivery of the project is not paid within 14 business days of the invoice date, the Company shall send a reminder invoice with a payment term of 7 business days of the invoice date. In case the remaining 20% is not paid after the term of the reminder, the Company shall send a second reminder with a payment term of 5 business days. In such case, €40 of the invoiced amount will be added on top of the amount, with the legal daily interest rate of 0,30%. In case the amount stated in the second reminder is not paid, the Client is liable to pay all extrajudicial collection costs, legal costs and recovery fees besides the debt owed to the Company.

3.4. Refund Policy

The 40% to 50% project deposit is non-refundable. If the Client chooses to cancel the project, the deposit serves as a cancellation fee. If the time spent on the production exceeds 50% of the quoted work, a pro rata payment will be added on top of the cancellation fee, based on the time spent on the project.

For any failure or delay in delivery of services due to any circumstance *within* the reasonable control of the Company (in case the product is broken or unusable), the Company shall offer customer support to the Client free of charge, until the problem gets resolved. In case the problem with the product cannot be resolved, the Company shall offer monetary compensation to the Client, based on the quoted amount and the amount of work not delivered. However, THE COMPANY SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN DELIVERY OF SERVICES WHERE SUCH A FAILURE OR DELAY IS WHOLLY OR PARTLY DUE TO ANY CAUSE OR CIRCUMSTANCES OUTSIDE THE REASONABLE CONTROL OF THE COMPANY, including – but not limited to – fire, power outages, software malfunctions, internet connection failures, accidents, lockouts, government restrictions or transport delays, theft, vandalism, riots, war or act of terrorism.

4. REVISIONS AND APPROVAL OF FINAL PRODUCT

4.1 Approval of Work-in-progress and Final Product

At certain stages of production, the Company may request an approval of the work-in-progress from the Client. The Company accepts approvals only via email, referring to the current stage of the project. If a work-in-progress is approved by the Client, the Company proceeds with the production as planned. If the Client wishes to make changes after a work-in-progress has been approved, the Company may charge an extra fee for the changes, depending on the amount of work, the costs, resource use and working hours the changes require.

The Client shall have 24 hours to 5 business days – depending on the urgency and the production period of the project – to respond to each work-in-progress approval request. The exact period shall be stated in the Service Agreement. If the Client has failed to respond within the given period, the Company will suspend the project or consider it complete. In this case, the Company has no further obligations to the Client, and the Client shall pay all fees and expenses associated with the work performed.

The Company will use all reasonable efforts to meet the completion dates. However, THE COMPANY, ITS REPRESENTATIVES AND ITS SUCCESSORS SHALL, UNDER ANY CIRCUMSTANCE, HAVE NO LIABILITY INCLUDING – BUT NOT LIMITED TO – LIABILITY BY REASON OF LATE RESPONSES OR AN ACT OF NEGLIGENCE BY THE CLIENT FOR ANY LOSS, DAMAGE, COST OR EXPENSE, INCLUDING – BUT NOT LIMITED TO – LOSS OF REVENUES, PROFITS OR LOSS OF BUSINESS, RESULTING FROM THIS AGREEMENT, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL OR SPECIAL, INCURRED BY, OR ARISING BY REASON OF, ANY PERSON USING OR RELYING ON THE PRODUCT SUPPLIED TO THE CLIENT.

4.2. Excess Work

When the final product is approved by the Client via email, the Company shall invoice the Client for the remaining 20% to 50% of the quoted amount. If the Client still wishes to make changes after the approval of the final product, the Company shall charge an extra fee based on the Company's standard hourly rate.

The final product shall be approved by the Client via email within 48 hours to 5 business days (specified in the Service Agreement) after a written request by the Company.

5. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise indicated in the Service Agreement (such as in projects signed under “work-for-hire”), the Company remains the copyright owner of all materials and assets created during production. WHEN THE QUOTED AMOUNT FOR THE SERVICE IS FULLY PAID, THE COMPANY GRANTS THE CLIENT AN EXCLUSIVE, IRREVOCABLE AND ROYALTY-FREE LICENSE TO USE THE FINAL PRODUCT FOR COMMERCIAL AND NON-COMMERCIAL USE AS WELL.

CONSTRUCTION FILES OF A PRODUCT, INCLUDING – BUT NOT LIMITED TO – UNUSED CONCEPTS, REVISION FILES, 3D MODELS, 2D ELEMENTS, TEXTURES, ATMOSPHERE FILES, TERRAINS AND SCENE FILES REMAIN THE PROPERTY OF THE COMPANY, UNLESS ARRANGED OTHERWISE.

The Company reserves the right to use and showcase the final product in any kind of online and offline media, such as portfolios, showreels, magazines, interviews, brochures or other kinds of promotion materials. The Company acknowledges the confidential nature of projects and agrees to display the project once they have been officially launched by the Client.

Any material supplied to the Company by the Client during production shall be free of copyright restrictions, owned by or licensed to the Client for use in the project. THE COMPANY WILL NOT BE LIABLE FOR ANY INTELLECTUAL PROPERTY OR COPYRIGHT ISSUES RESULTING FROM THE USE OF RESOURCES SUPPLIED BY THE CLIENT.

6. PROFESSIONAL COURTESY

Representatives of the Company and (representatives of) the Client agree to behave in a professional and respectful manner towards each other through all communications. Any actions deemed disrespectful, abusive or verbal/written cruelty on the part of the Client may result in a cancellation of the project, and the Client will be liable for a pro rata payment based on the time spent on the project if it exceeds 50% of the quoted work. Actions that include personal insults, swearing, public unwarranted criticism of the Company's, clients' and partners' general abilities are punishable by law.

7. MODIFICATIONS

The Company reserves the right to modify these General Terms and Conditions of Service at any time. In case of modification, the Company will notify its clients via email marketing and social media.

8. GOVERNING LAW AND JURISDICTION

Legal indications of Service Agreements shall be constructed and interpreted in accordance with the Dutch law. The Dutch courts have exclusive jurisdiction with regards to any claims or proceedings and/or settlements of any disputes resulting from or in connection with these legal indications. For this purpose each party of the Service Agreement irrevocably submits to the exclusive jurisdiction of the appropriate District Court of The Netherlands.

If you have any questions regarding our General Terms and Conditions of Service, please contact us at services@ddcreations.eu, or call +31 (0) 487 844 776 (office) or +31 (0) 650 407 100 (mobile).