



Terms and Conditions 2025

Effective date: 1st May, 2025

Inhoud

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Algemene Voorwaarden van BRISQ

1 Agreement, Offer and Confirmation

1.1 These general terms and conditions, to the exclusion of purchasing or other conditions of the client, apply to the formation, content and performance of all agreements concluded between the client and the contractor.

1.2 Offers are non-binding and valid for 2 months. Price quotations may be subject to change due to unforeseen changes in the work. Prices are exclusive of VAT and other levies imposed by the government. The stated rates and offers do not automatically apply to future assignments.

1.3 Assignments must be confirmed in writing by the client. If the client fails to do so, but nevertheless agrees that the contractor starts executing the assignment, the content of the offer will be considered as agreed upon. Further oral arrangements and stipulations are only binding for the contractor after written confirmation by the contractor.

1.4 If the client wishes to give the same assignment simultaneously to parties other than this contractor or has previously given the assignment to another, the client must notify the contractor of this, specifying the names of these others.

2 Execution of the Agreement

2.1 The contractor will make every effort to execute the assignment carefully and independently, to protect the interests of the client to the best of their knowledge, and to strive for a result usable to the client. Where necessary, the contractor will keep the client informed of the progress of the work.

2.2 The client is required to do everything reasonably necessary or desirable to enable timely and correct delivery by the contractor, in particular by providing complete, proper, and clear data, materials and information in a timely manner. If the information needed for the execution of the agreement is not provided to the contractor on time, the contractor has the right to suspend the performance of the agreement and/or charge the additional costs resulting from the delay at the agreed and/or customary rates to the client.

2.3 Any period indicated by the contractor for the completion of the design is indicative and never a strict deadline. In the event of exceeding the specified period, the client must give the contractor notice of default in writing.

2.4 Unless otherwise agreed, the execution of tests, application for permits, and assessment whether instructions meet legal or quality standards do not form part of the assignment to the contractor.

2.5 Before moving on to production, reproduction, or publication, parties must give each other the opportunity to check and approve the latest models, prototypes, or proofs of the design. If the contractor, whether or not on behalf of the client, gives instructions to production companies or other third parties, the client must confirm their approval in writing at the contractor's request.

2.6 Complaints must be reported to the contractor in writing as soon as possible, but within 7 working days after completion of the assignment at the latest. After this period, the client is regarded as having fully accepted the result of the assignment. The contractor is in default only after the client has given the contractor notice of default in writing, the complaint is found to be justified, and compliance is still not forthcoming within an agreed reasonable period.

3 Engagement of Third Parties

3.1 Unless otherwise agreed, assignments to third parties, within the scope of the design, are given by or on behalf of the client. At the client's request, the contractor can act as an authorised representative at the client's expense and risk. Parties may agree on an additional fee for this.

3.2 If the contractor prepares an estimate for third party costs at the client's request, this estimate is only indicative. If desired, the contractor can request quotations on behalf of the client.

3.3 If, in execution of the assignment, the contractor, by explicit agreement, procures goods or services from third parties at their own expense and risk, after which these are passed on to the client, the provisions of the supplier's general terms and conditions regarding quality, quantity, nature, and delivery of these goods or services will also apply to the client.

4 Intellectual Property Rights and Ownership Rights

4.1 Unless otherwise agreed, all intellectual property rights arising from the assignment, including patent rights, design rights, and copyright, belong to the contractor. Where such a right can only be obtained through registration or deposit, only the contractor is entitled to do so..

4.2 Unless otherwise agreed, the assignment does not include research into the existence of rights, such as patent rights, trademark rights, drawing or design rights, copyrights or portrait rights of third parties. The same applies to any research into the possibility of such protection for the client.

4.3 Unless the work is unsuitable, the contractor is at all times entitled to mention or have their name mentioned on or near the work, or to remove it, and the client is not permitted to publish or reproduce the work without prior permission and without mention of the contractor's name.

4.4 Unless otherwise agreed, working drawings, illustrations, prototypes, models, moulds, designs, design sketches, films, software, (electronic) files, source code and other materials produced by the contractor as part of the assignment remain the property of the contractor, regardless of whether they are handed over to the client or third parties. In cases of premature termination of a design process, any designs and design sketches created remain the property of BRISQ.

4.5 All intellectual property rights to all software, analyses, designs, documentation, reports, offers, as well as preparatory materials developed or made available under the agreement, are vested exclusively in BRISQ or its licensors. The client only acquires the rights of use and powers expressly granted in these conditions or otherwise. The client shall not reproduce, make copies of or modify user rights and/or grant them to third parties.

4.6 Without the consent of BRISQ, the client is not permitted to alter the source code of software/websites/other materials, nor to instruct third parties (even partially) to make changes.

4.7 The client is not permitted to remove or alter any indication concerning copyrights, trademarks, trade names or other intellectual property rights from the software, including indications of confidentiality and secrecy of the software.

4.8 The contractor has the right to take technical measures to protect software. If the contractor has secured the software by technical means, the client may not remove or circumvent this protection.

4.9 Unless otherwise agreed, neither the client nor the contractor has a retention obligation towards each other regarding the materials and data used after completion of the assignment.

5 Use and License

5.1 When the client fully meets their obligations under the agreement with the contractor, they acquire an exclusive license to use the design as far as concerns the right of publication and duplication in accordance with the purpose agreed to in the assignment. If no destination has been agreed upon, the license is limited to the use of the design for which there were definite intentions at the time of the assignment. These intentions must be demonstrably (in writing) communicated to the contractor before the agreement is concluded.

5.2. Everything purchased by the contractor + all work created prior to the final design/product (see also Article 4) remains the property of BRISQ. Both exclusive and non-exclusive licenses are only granted after successful completion of the process and when the client has fully paid the agreed fee, including all additional costs.

5.3 The client is not entitled, without the contractor's written consent, to use the design in a broader or different way than agreed. In the case of broader or different use, including alteration, distortion or infringement of the provisional or definitive design, the contractor is entitled to compensation for the infringement of at least three times the agreed fee, or a compensation that is reasonable and fair in relation to the infringement, in addition to the right to claim compensation for the actual damage suffered.

5.4 Unless otherwise agreed, BRISQ grants the client a non-exclusive right to use the software. The client shall comply with the agreed restrictions of use. The right of use solely comprises the right to load and execute the software and/or use the software for the purpose described in the agreement. (This also applies to the use of websites and supporting software.)

5.5 The right of use is not transferable. The client is not allowed to sell, rent, sublicense, dispose of, or otherwise make available the designs, software, or media on which these have been recorded to third parties in any way or for any purpose.

5.6 Unless otherwise agreed, the source code of software or other materials, and any technical documentation produced during development, will not be made available to the client.

5.7 The client is no longer permitted to use the provided results, and any license granted to the client within the scope of the assignment lapses:

- a. from the moment the client fails to fulfil (payment) obligations under the agreement or otherwise defaults, unless the shortcoming is of minor importance in the context of the assignment;
- b. if the assignment is prematurely terminated, unless the consequences would be unreasonable or unfair.

5.8 The contractor is entitled, taking into account the interests of the client, to use the design for their own publicity or promotion.

6 Fees and Additional Costs

6.1 All prices are exclusive of VAT and other government-imposed levies.

6.2 In addition to the agreed fee, costs incurred by the contractor for executing the assignment are eligible for reimbursement.

6.3 In the event of an agreement involving periodic payments by the client (e.g., subscription fees), BRISQ is entitled, by means of written notice and subject to a notice period of 1 month, to adjust the prices and rates.

6.4 BRISQ is always entitled, by written notice to the client, to unilaterally adjust the agreed price and rates.

6.5 The client is entitled, within seven working days of the above notification, to terminate or cancel the agreement in writing if they do not agree with the changes described in sections 6.3 and 6.4. This will be effective from the date BRISQ intends the adjusted rate to take effect.

6.6 If the contractor is forced to perform extra or different work due to the late or non-supply of complete, proper, and clear data/materials, or due to a changed or incorrect assignment or briefing, these tasks must be separately remunerated at the contractor's usual rates.

6.7 If remuneration depends on facts or circumstances evidenced by the client's records, the contractor has the right, after being informed by the client, to have these records audited by an accountant of their choice. If the audit result deviates by more than 2% or €100 from the report and settlement by the client, the audit costs shall be borne by the client.

7 Payment

7.1 Payments must be made within 15 days of the invoice date. If no (full) payment is received by the contractor after this period, the client is in default and owes interest equal to the statutory interest. All costs incurred by the contractor, such as legal and extrajudicial costs, including legal assistance, bailiffs, and collection agencies, in connection to late payments, are borne by the client. The extrajudicial costs are at least 10% of the invoice amount with a minimum of €150 excl. VAT.

7.2 The contractor is entitled to invoice the fee monthly for work performed and costs incurred for executing the assignment.

7.3 The client makes the payments due to the contractor without deduction or setoff, except for those advance payments provided as set-offs in relation to the agreement given to the contractor. The client is not entitled to suspend the payment of invoices for work already performed.

7.4 If the contractor believes the costs charged are incorrect, the contractor may express objections within seven working days after the invoice date to BRISQ. BRISQ will

then investigate the correctness of the invoice amount and notify the client of its findings.

7.5 BRISQ reserves the right to suspend its delivery if the client is in default.

8 Termination and Dissolution of the Agreement

8.1 When the client terminates an agreement, they must pay, in addition to compensation, the fee and costs incurred regarding the work performed up to that point.

8.2 If the agreement is dissolved by the contractor due to an attributable failure by the client to fulfil the agreement, the client must pay, in addition to compensation, the fee and costs for work performed up to that point. Conduct by the client that reasonably precludes completion of the assignment by the contractor is also considered an attributable failure.

8.3 The compensation referred to in the previous two sections must at least cover the contractor's costs arising from obligations to third parties in their own name for the purposes of the assignment, and at least 30% of the remaining fee that the client would owe upon full completion of the assignment.

8.4.1 The contractor has the right to dissolve the agreement in whole or in part with immediate effect, without notice and without judicial intervention, in the case of:

- a. bankruptcy or (provisional) suspension of payment of the other party;
- b. evident default by the client concerning the agreement and the general terms and conditions;
- c. third party seizure on the goods of the client;
- d. the client has provided false or incorrect personal details, or it is shown that the client entered into the agreement under false pretences;
- e. improper use of the internet by the client (spamming);
- f. the client distributes information contrary to (international) law and regulations;
- g. the client distributes information of a discriminatory nature towards gender, race, appearance, religion, culture, origin, or incites violence;
- h. in BRISQ's opinion, there is sufficient reason to believe the obligations under the agreement will not be fulfilled by the client.

In case of bankruptcy of the client, the contractor has the right to terminate the granted right of use, unless its consequences are unreasonable or unfair.

8.5 In case of dissolution by the client due to demonstrable and attributable failure in the contractor's obligations, the performances already delivered and related payment obligations will not be subject to cancellation unless the client proves that the contractor is in default with respect to these performances. Amounts invoiced by the contractor for what has been duly performed remain payable and are immediately due upon dissolution.

8.6 If the contractor's work consists of repeatedly performing similar activities, the agreement, unless otherwise agreed in writing, is deemed to be for an indefinite period. This agreement may only be terminated by written notice, observing a reasonable notice period of at least three months.

9 Guarantees and Warranties

9.1 The contractor guarantees that the delivered product has been designed by or on behalf of them, and if the design is protected by copyright, they are the author within the meaning of the Copyright Act and may dispose of the work as copyright owner.

9.2 The client indemnifies the contractor and those engaged by the contractor for all claims from third parties arising from the application or use of the result of the assignment.

9.3 The client indemnifies the contractor for claims regarding intellectual property rights to materials or data provided by the client and used in the execution of the assignment.

10 Liability and Responsibility

10.1 The contractor is not liable for:

- a. errors or shortcomings in materials provided by the client;
- b. misunderstandings, errors, or shortcomings in the execution of the agreement if their cause lies in actions by the client, such as not providing complete, proper, and clear data/materials on time;
- c. errors or shortcomings by third parties engaged by or on behalf of the client;
- d. defects in quotes from suppliers or for exceeding quotes from suppliers;
- e. errors or shortcomings in the design or text/data, if the client has given approval as stipulated in Article 2.5, or has been given the opportunity to check and has not used it;
- f. errors or shortcomings in the design or text/data, if the client has omitted or failed to have carried out a specific model, prototype, or proof, and such errors would have been observable in such a model, prototype, or proof.

10.2 The contractor is only liable for directly attributable, direct damage. Direct damage is understood exclusively as:

- a. reasonable costs to determine the cause and scope of the damage, insofar as related to damage in the sense of these conditions.

10.3 The client must, at their own risk, ensure proper equipment and other facilities providing access to a network for receiving contractor-supplied services.

10.4 The client must pay all incurred communication costs.

10.5 The client is fully responsible for the correctness of data, texts, images, or other data provided by them.

10.6 The client warrants at all times that material provided by them does not infringe rights of third parties, including intellectual property rights.

10.7 The client is obliged to always provide all cooperation, data, and information necessary or useful for the performance of the agreed services by the contractor in a timely manner.

10.8 The client indemnifies BRISQ from all legal claims regarding the data, information, website(s), etc., stored by the client.

10.9 Unless otherwise agreed, it is forbidden for the client to change or transfer to third parties the username(s) and password(s) provided by BRISQ. (See also Article 4.)

10.10 Without BRISQ's consent, the client is prohibited from altering administrative and other user rights of BRISQ-supplied software or other material.

10.11 In addition to legal obligations, damage caused by incompetence or not acting in accordance with the above points is at the client's expense.

10.12 BRISQ has the right to (temporarily) decommission delivered products and services and/or limit their use, or not or only partially deliver them, if the client fails to meet any obligation under the agreement with BRISQ or acts contrary to these conditions.

11 Confidentiality

11.1 Parties are obliged to confidentiality regarding all confidential information that they have obtained from each other or another source in the context of the agreement, regardless of whether it is in written or oral form and regardless of its origin. Information is considered confidential if informed by the other party, or if it arises from the nature of the information.

11.2 The contractor reserves the right to use the client's name as a reference and to make it public as such, unless the client states otherwise in writing.

12 Amendment of the Conditions

12.1 BRISQ reserves the right to amend or supplement these conditions. Amendments or supplements to these terms also apply to agreements already entered into at the time of change or supplement, with a period of thirty days after announcement.

12.2 If, at the time of the change or supplement to the general terms and conditions, there was an agreement in place about which the client was not informed of the changes, the client is entitled to terminate the agreement up to 7 days after the new terms come into effect.

Reed also: [Copyright Guideline](#)

Questions

Do you have any questions about the guidelines? [Feel free to send me a message..](#)