

Andreas Studio – General Terms & Conditions

Version 1.4 – July 28th 2025

These Terms & Conditions apply to all proposals, agreements, and service deliveries between Andreas Studio (“**Contractor**”) and the client (“**Client**”) unless otherwise agreed in writing. By working with Andreas Studio, you agree to these terms.

1. Proposal, Project and Agreement

1.1 These Terms & Conditions govern all offers and collaborations between **Client** and **Contractor**.

1.2 Deviations are only valid if agreed upon in writing.

1.3 Proposals are non-binding and valid for 30 days unless stated otherwise. A signed quote or written confirmation via email constitutes acceptance.

1.4 Adjustments in scope due to unforeseen circumstances may result in revised pricing and/or timeline.

1.5 **Client** is responsible for the accuracy of provided information upon which the offer is based.

1.6 If **Client** provides verbal agreement or allows work to begin, these terms are deemed accepted.

2. Duty of Care

2.1 **Contractor** commits to executing the project professionally and with care, striving for quality outcomes based on the scope agreed.

2.2 **Client** agrees to timely communication, access to resources, and delivery of required content or approvals.

2.3 Delivery timelines are indicative unless explicitly fixed in the agreement.

2.4 Feedback must be provided within 10 working days of project milestone delivery. Lack of response implies acceptance.

3. Intellectual Property & Ownership

3.1 Unless otherwise agreed, **Client** retains ownership of all source files, early concepts, and intellectual property.

3.2 Upon full payment, **Client** receives usage rights for the final deliverables as defined in the scope.

3.3 **Contractor** may showcase the project (e.g., on portfolio, talks, social media) unless under NDA.

4. Use of Deliverables

4.1 **Client** may modify, reuse, or transfer deliverables beyond agreed scope without written permission.

4.2 Use of third-party assets (e.g., fonts, stock media) is subject to their respective licenses. It is **Client's** responsibility to maintain proper usage.

4.3 **Contractor** has the right to reuse non-client specific assets in future work.

5. Fees and Additional Costs

5.1 Project fees are fixed, hourly, or retainer-based, as defined in the proposal.

5.2 External costs (e.g., hosting, stock images, plug-ins) are charged separately if not included in the scope.

5.3 If scope changes due to unclear or changing instructions, additional work is billed at the standard rate. **Contractor** will notify the **Client** beforehand.

6. Payment Terms

6.1 Invoices are due within 30 days. Late payments may incur 5% monthly interest and €50 admin fee.

6.2 Deliverables may be withheld in case of overdue payments.

6.3 **Contractor** may suspend work after two payment reminders without liability.

7. Warranties and Indemnification

7.1 **Contractor** guarantees originality of the work and that deliverables do not knowingly infringe on third-party rights.

7.2 **Client** indemnifies **Contractor** from claims arising from misuse, unlawful use, or misrepresentation of provided materials.

7.3 **Client** is responsible for final approvals and assumes liability after launch or publication.

8. Force Majeure

8.1 Neither party is liable for delays or failure due to circumstances beyond reasonable control (e.g., illness, pandemic, cyberattack).

8.2 If force majeure lasts longer than 60 days, either party may terminate the agreement without liability.

9. Confidentiality

9.1 Both parties agree to maintain confidentiality regarding any non-public information received during the collaboration.

9.2 Subcontractors and collaborators will also be bound to this confidentiality.

10. Cancellation and Termination

10.1 If **Client** cancels the project mid-way, fees for completed work and committed time are due.

10.2 **Contractor** may terminate the agreement in case of unprofessional behavior, nonresponsiveness, or unpaid invoices.

10.3 Upon cancellation, **Contractor** will provide completed work proportional to the payment received.

11. Governing Law

11.1 This agreement is governed by Dutch law.

11.2 Disputes will be first attempted to resolve amicably. If unresolved, the court of The Hague shall have exclusive jurisdiction.



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