

General Terms & Conditions

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Introduction

This document establishes the General Terms and Conditions (T&Cs) for Studio VRij, herein referred to as "Studio VRij", in its engagements with clients, herein referred to as "the Client(s)". These T&Cs are intended to clearly define the rights, responsibilities, and expectations of both Studio VRij and the Client, ensuring a transparent and efficient collaboration for the development and delivery of virtual reality (VR) projects and experiences. Acceptance of these T&Cs is mandatory for all Clients engaging with Studio VRij, forming the legal basis of our professional relationship.

Definitions

1. Studio VRij: established in Amsterdam, Chamber of Commerce no. 70130523.
2. Client: the party which Studio VRij has entered into an agreement with.
3. Parties: Studio VRij and Client together.

Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Studio VRij.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.

Offers and quotations

1. Offers and quotations from Studio VRij are without engagement, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum period of 1 month from its date, unless another acceptance period is stated in the offer or quotation.
3. If the client does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeated orders, unless the parties have agreed upon this explicitly and in writing.

Acceptance

1. Upon acceptance of a quotation or offer without engagement, Studio VRij reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligations towards the client.
2. Verbal acceptance of the client only commits Studio VRij after the client has confirmed this in writing (or electronically).

Prices

1. All prices used by Studio VRij are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Studio VRij has the right to adjust prices annually.
3. Studio VRij will communicate price adjustments to the client prior to the moment the price increase becomes effective.

Payments and payment terms

1. Studio VRij may, at the conclusion of the agreement, require a down payment of up to 60% of the agreed amount.
2. The client must have paid the full amount within 14 days after delivery.
3. Payment terms are considered as fatal payment terms. This means that if the client has not paid the agreed amount at the latest on the last day of the payment term, he is legally in default, without Studio VRij having to send the client a reminder or to put him in default.
4. Studio VRij reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

Consequences of late payment

1. If the client does not pay within the agreed term, Studio VRij is entitled to charge an interest of 8% per month for commercial transactions from the day the client is in default, whereby a part of a month is counted for a whole month.
2. When the client is in default, he is also due to extrajudicial collection costs and may be obliged to pay any compensation to Studio VRij.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the client does not pay on time, Studio VRij may suspend its obligations until the client has met his payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the client, the claims of Studio VRij on the client are immediately due and payable.
6. If the client refuses to cooperate with the performance of the agreement by Studio VRij, he is still obliged to pay the agreed price to Studio VRij.

Insurance

1. The client undertakes to insure and keep insured the following items adequately against fire, explosion and water damage as well as theft:
 - goods delivered that are necessary for the execution of the underlying agreement
 - goods being property of Studio VRij that are present at the premises of the client
 - goods that have been delivered under retention of title
2. At the first request of Studio VRij, the customer provides the policy for these insurances for inspection.

Guarantee

When parties have entered into an agreement with services included, these services only contain best-effort obligations for Studio VRij, not obligations of results.

Performance of the agreement

1. Studio VRij executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Studio VRij has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the client that Studio VRij can start the implementation of the agreement on time.
5. If the client has not ensured that Studio VRij can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the client.

Duty to inform by the client

1. The client shall make available to Studio VRij all information, data and documents relevant to the correct execution of the agreement in time and in the desired format and manner.
2. The client guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the client requests this, Studio VRij will return the relevant documents.
4. If the client does not timely and properly provides the information, data or documents reasonably required by Studio VRij and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the client.

Duration of the service agreement

1. The agreement between Studio VRij and the client is entered into for the duration of 3 months, unless it results otherwise from the nature of the agreement or if the parties have expressly agreed otherwise in writing.
2. If a fixed-term contract has been entered into, it will be tacitly converted into an open-ended contract at the end of the term, unless 1 of the parties terminates the contract with due observance of a notice period of 2 month(s), or if a client terminates the agreement with due observance of a notice period of 1 month causing the agreement to end at the end of the fixed term.
3. If the parties have agreed upon a term for the completion of certain activities, this is never a strict deadline, unless specified explicitly otherwise in writing. If this term is exceeded, the client must give Studio VRij a written reasonable term to terminate the activities, before it may either terminate the contract or claim damages.

Intellectual property rights

1. Studio VRij retains all intellectual property rights (including copyright, patent rights, trademark rights, design rights, and distribution right etc.) on all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, scale models, etc., unless parties have agreed otherwise in writing.
2. The client may not copy or have copied the intellectual property rights without prior written permission from Studio VRij, nor show them to third parties and / or make them available or use them in any other way.
3. In cases where the VR content is publicly displayed or distributed, appropriate credit must be given to Studio Vrij in a manner agreed upon in the project agreement. This acknowledgment must clearly attribute Studio Vrij as the creator of the VR content, and any specific terms of acknowledgment shall be adhered to as per the agreement.

Confidentiality

1. The Client agrees to keep all information received from Studio VRij in any form, including but not limited to technical, commercial, financial, operational, and strategic information, strictly confidential. This also extends to other information about Studio VRij which the Client knows or reasonably suspects to be secret, confidential, or sensitive, or whose disclosure could potentially harm Studio VRij.
2. The Client commits to taking all necessary precautions to safeguard the confidentiality of the information, which may include secure data storage, limiting access to authorised personnel, and other appropriate security measures.
3. The obligation of secrecy described in this article does not apply to information: which was already made public before the client heard this information or which later became public without being the result of a violation of the client's duty to confidentiality which is made public by the client due to a legal obligation.
4. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after the end thereof.

Penalties

1. If the client violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of Studio VRij an immediately due and payable fine of € 1.000.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.
3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Studio VRij including its right to claim compensation in addition to the fine.

Complaints

1. The client must examine a product or service provided by Studio VRij as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the client could reasonably expect from the agreement, the client must inform Studio VRij of this as soon as possible, but in any case within 1 month after the discovery of the shortcomings.
3. The client gives a detailed description as possible of the shortcomings, so that Studio VRij is able to respond adequately.
4. The client must demonstrate that the complaint relates to an agreement between the parties.
5. If a complaint relates to ongoing work, this can in any case not lead to Studio VRij being forced to perform other work than has been agreed.

Giving notice

1. The client must provide any notice of default to Studio VRij in writing.
2. It is the responsibility of the client that a notice of default actually reaches Studio VRij (in time).

Joint and several Client liabilities

If Studio VRij enters into an agreement with several clients, each of them shall be jointly and severally liable for the full amounts due to Studio VRij under that agreement.

Liability of Studio VRij

1. Studio VRij is only liable for any damage the client suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Studio VRij is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Studio VRij is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties (e.g. Participants, Volunteers, Assisting Employees).
4. If Studio VRij is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

Expiry period

Every right of the client to compensation from Studio VRij shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

Dissolution

1. The client has the right to dissolve the agreement if Studio VRij imputably fails in the fulfilment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfilment of the obligations by Studio VRij is not permanent or temporarily impossible, dissolution can only take place after Studio VRij is in default.
3. Studio VRij has the right to dissolve the agreement with the client, if the client does not fully or timely fulfil his obligations under the agreement, or if circumstances give Studio VRij good grounds to fear that the client will not be able to fulfil his obligations properly.

Force majeure

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Studio VRij in the fulfilment of any obligation to the client cannot be attributed to Studio VRij in any situation independent of the will of Studio VRij, when the fulfilment of its obligations towards the client is prevented in whole or in part or when the fulfilment of its obligations cannot reasonably be required from Studio VRij.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Studio VRij cannot fulfil one or more obligations towards the client, these obligations will be suspended until Studio VRij can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Studio VRij does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

Modification of the agreement

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

Changes in the general terms and conditions

1. Studio VRij is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Studio VRij with the client in advance as much as possible.

Transfer of rights

1. The client cannot transfer its rights deferring from an agreement with Studio VRij to third parties without the prior written consent of Studio VRij.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

Consequences of nullity or annulability

1. If one or more provisions of these general terms and conditions prove null or annulable, this will not affect the other provisions of these terms and conditions.
2. A provision that is null or annulable shall, in that case, be replaced by a provision that comes closest to what Studio VRij had in mind when drafting the conditions on that issue.

Applicable law and competent court

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Studio VRij is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.