

# General delivery conditions

v3.3

**Offers and contracts**

Offers and contracts from Total Design are not binding. They are valid for a period of one month subsequent to the date of the offer. Changes in the work can affect rates and costs included in offers and contracts.

**VAT**

All rates and costs are exclusive of VAT and other government levies.

**Office costs**

Total Design applies 3% desk costs. Desk costs include all costs that are not included in the hourly rates, such as printing costs, courier costs, domestic travel costs, costs for making backups, and so on.

**Billing**

After the budget is approved, a pre-invoice of 40% of the total amount is sent, followed by a second invoice of 40% halfway through the project. Upon completion and acceptance of the project, a final invoice is sent for the remaining 20%. For smaller amounts it can be agreed to invoice 100% in advance. If a project cannot be properly budgeted in advance, it can also be agreed to invoice every two weeks on the basis of subsequent costing. Deviating agreements can also be made in the event that Total Design has to purchase large amounts from third parties.

**Term of payment**

The term of payment is 30 days.

**Usage**

The offer or contracts includes the granting of the rights to use the results of the assignment (the work) as described therein, unless stated otherwise. If rights of third parties are involved in the creation of the work, additional arrangements for use will be agreed upon. This will always be discussed with the client before the start of the work.

**Guarantee**

Total Design makes every effort, partly with a view to the intended use of the work, for a careful and professional execution of the assignment, and guarantees that (i) the work is made by or on behalf of Total Design, (ii) that Total Design as rightsholder has the power of disposition of the work and (iii) that it does not infringe the rights of third parties at the time of its creation.

**Disclaimer**

Without prejudice to Total Design's effort obligations and guarantees as mentioned above, the client indemnifies Total Design against claims concerning pre-existing third-party work, which Total Design uses or has used within the result of the assignment or in the realization of it. All (legal) costs that Total Design must incur pursuant to third-party claims as a result of the aforementioned use, will be borne by the client, who shall fully indemnify and save Total Design harmless upon request.

**Liability**

Total Design is only liable for attributable direct damage. In the event of an attributable shortcoming, Total Design must first be given written notice of default and given a reasonable term to still fulfill its obligations. Total Design cannot be held liable for infringement of existing rights of third parties.

**Confidentiality**

Total Design ensures confidentiality of all confidential information, facts and circumstances that are shared in the context of the assignment.

**Applicability**

The General Terms and Conditions of the Association of Dutch Designers (BNO), deposited with the Chamber of Commerce in Amsterdam under number 40539096, also apply to the formation, content and the compliance with all contracts entered into by Total Design with its clients. We will send you these on request. In case of conflict, these General Terms and Conditions for Delivery prevail. Applicability of the terms and conditions of the client is expressly excluded by Total Design and its client.