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## 1. Quotations and Estimates

- All quoted prices, unless otherwise specified, do not include VAT.
- Estimates may be provided by PassionITe b.v. to offer the client a guide on the projected costing of a project prior to any discovery or research for said project. All estimates will be clearly marked as such and are not an indication of the exact final cost to develop the application.

## 2. Payment Terms

- Work is usually billed on a monthly basis, at the agreed daily or hourly rate, with a 14 days payment term.
- Any cost arising from payment clearings or transaction charges are solely the responsibility of the client and will be charged as such.

## 3. Intellectual Property

- All quotations provided by PassionITe b.v., do not include authorship and/or copyright.
- All source code and associated intellectual property, developed by PassionITe b.v., remains the property of PassionITe b.v.
- When all dues and obligations have been met by the client, PassionITe b.v. will issue a license allowing unrestricted use and relicensing of said application, binaries and source code.
- Any costs incurred by PassionITe b.v. for third party code license required to complete the application are the responsibility of the client and will be solely borne by the client. Any such third party code license will be attached to the existing PassionITe b.v. code license for the application.

## 4. Cancellations

- Should the client wish to cancel their order, PassionITe b.v. will invoice the client for any work completed to date, as a percentage of the total work involved or as a total of worked days or hours whichever is higher.
- Any license costs already incurred by PassionITe b.v. directly related to the cancelled order will be invoiced in full to the client.
- The client must advise PassionITe b.v. in writing of the request not to proceed with work.

## 5. Content

- PassionITe b.v. reserves the right not to include any material supplied by the client within the application if PassionITe b.v. deems said material inappropriate or offensive.
- PassionITe b.v. will not populate the application with the final content unless said content is delivered to PassionITe b.v. in digital format prior to commencement of work. Said content, if available, will be used for testing purposes and may not be formatted how the client requires it. If content is not available mock placeholder content will be used.
- It is the client's responsibility, in all cases, to ensure the applications content is displayed and formatted as they require. If the client cannot format the applications content, PassionITe b.v. will offer this service at PassionITe b.v.'s current hourly rate at the time of the request.

## 6. Permissions and Copyrights

- The client will obtain all necessary permissions and authorities with respect to the use of all copy, graphics, logos, names and trademarks and any other material supplied by the client to PassionITe b.v.
- Supply of said material by the client to PassionITe b.v. shall be regarded as a guarantee from the client that all such permissions and authorities have been sought and obtained for said material.
- No responsibility will be accepted by PassionITe b.v. for damages or losses incurred by the client from the use of material for which permission or authority has not been obtained.

## 7. Errors and Liabilities

- PassionITe b.v. will pursue due care to ensure applications created by PassionITe b.v. are free of errors.
- PassionITe b.v. will correct any errors made by PassionITe b.v. staff in the undertaking of the application within the warranty period.
- PassionITe b.v. does not accept responsibility for losses or damage arising from errors within any application.
- PassionITe b.v. does not accept responsibility for errors, damages, losses or additional costs that relate to third party products that PassionITe b.v. may require completing the application.

## 8. Alterations

- Any alterations requested by the client after development has begun will incur extra development and regression testing time. Dependent upon the alteration or change requested an average of 3 days extra development time per alteration should be allowed for. The 3 day average may not be indicative of the time required and can be extended commensurate of the time involved to implement said changes.
- PassionITe b.v. will not accept responsibility for any alterations performed by the client or any third party which may cause or induce errors within the application.
- If PassionITe b.v. is required to correct said alterations or errors resulting from said alterations, induced, injected or otherwise caused by parties other than PassionITe b.v., the client will be charged at the hourly or daily rate that is current for PassionITe b.v. at the time said errors are to be fixed.

## 9. Completion of Work

- All timeframes offered by PassionITe b.v. to the client are estimates. The intrinsic nature of software development and its intricacies do not offer PassionITe b.v. the luxury of defining definite timeframes.
- PassionITe b.v. will endeavor to complete all work within the estimated timeframes discussed with the client in the quotation. However, PassionITe b.v. will not be liable for any penalties, monies or hardships otherwise incurred by the client if the application cannot be delivered within the estimated timeframe.
- PassionITe b.v. will not release the application unless all payments have been met under the obligations of the quotation or work agreement.
- The application remains the property of PassionITe b.v. until all obligations have been met for release of said application to the client, during that intermediate period Client has only a license to test and evaluate the application.
- If PassionITe b.v. is working as a third party to another company, said company is responsible in meeting the obligations for release of the application to their client.

## 10. Warranty Period

- A warranty period of 60 days applies starting from the day we deliver the solution to you. Our warranty period is not tied to the acceptance of the work.
- During the warranty period we will fix any bugs or problems discovered – where the behavior is different from the accepted specification, at no additional charge.
- Past the warranty period we will still prioritize fixing newly discovered bugs, though in some case PassionITe b.v. might bare the cost of the work for these fixes, while in general terms the work is billed to the client at the normal hourly or daily rate that applies.
- If changes are made to the system the warranty ceases immediately.

***Within the scope of these Terms and Conditions and any documents accompanying these Terms and Conditions:***

1. Application refers to the product that is being quoted or referenced to within the quotation, estimate or invoice.
2. Client refers to the person or body that is referenced within the quotation, estimate or invoice as being the requestor of said document or a representative of the requestor acting on their behalf.
3. Third party product refers to any code, product, library or reference that is not solely created by PassionITe b.v. or representatives of PassionITe b.v..
4. Code and source code refers to any programmatic files that PassionITe b.v. need, create, use or require during the course of developing the quoted application.
5. All the terms and conditions defined above apply automatically in the absence of any other contract.
6. PassionITe b.v. reserves itself the right to modify these terms and conditions without any prior notice.