

1 Applicability

These terms and conditions apply to all agreements and the resulting deliveries and services of martijnroskam.com and its client.

2 Delivery

The delivery period agreed by the parties is not a strict deadline. If the delivery period is exceeded, the client must inform martijnroskam.com in writing. martijnroskam.com must be offered a reasonable term to still implement the agreement.

3 Cancel or end job

In the event that the client revokes an assignment, the client must pay 50% of the project price to martijnroskam.com. This is to cover costs incurred and lost income from not being able to accept other assignments.

4 Quotations and offers

The proposals and offers made by martijnroskam.com are entirely without obligation and valid for 3 months, unless otherwise agreed. All prices are stated in euros excluding VAT. The final invoice may deviate from the proposal or offer in those cases where there are additional wishes and/or special circumstances as a result of which extra work has been performed. The client will be informed of this in advance.

5 Payment terms

Unless otherwise agreed, the client must pay the amounts due within 30 days of the invoice date. The client agrees to electronic (e-mail) invoicing by martijnroskam.com. In the event of late payment, the client is in default. In the event of late payment, in addition to the amount owed and the interest due thereon, the client is obliged to pay full compensation for both extrajudicial and judicial collection costs, such as the costs for lawyers, lawyers, bailiffs and collection agencies.

6 Delivery website / internet application

The website or internet application is considered delivered when all activities within the proposal have been completed and the client has gained access to the website or internet application. After invoicing, the website and/or internet application is considered complete and further changes or improvements are no longer made free of charge.

7 Costs Website Total subscription

Invoicing of the Website Total Subscription takes place monthly in advance.

8 Fair Use Policy Support

martijnroskam.com uses 30 minutes of support per month that a subscriber of the Website Total Subscription may use. This means that martijnroskam.com does not provide unlimited support with the Total Website Subscription.

martijnroskam.com is entitled to charge the additional use of support to the client at an hourly rate. The assessment of how many hours the support costs lies entirely with martijnroskam.com.

9 Support work

When purchasing a Website Total Subscription, the subscriber can ask questions by email. Support is provided for questions of help in managing the website that falls under the Website Total Subscription.

10 Consequences of Default

martijnroskam.com reserves the right, in the event of non-compliance with the payment obligation by the client, to close the website or internet application for an indefinite period or to replace it with a notice, and to suspend other services until the payment obligation has been met. has been paid by the client.

11 Outsourced work

martijnroskam.com is not obliged to report the engagement of third parties to the client, unless other agreements have been made in advance.

12 Own promotion

martijnroskam.com has the freedom to place its name with a link at the bottom of the client's website. As soon as the client objects to this in writing, martijnroskam.com will adjust or terminate this promotion according to the client's wishes.

13 Limitation of Liability

The liability of martijnroskam.com for damage under an agreement with the client is always limited to the amount of the agreed project price.

14 Warranty supplied materials

The client indemnifies martijnroskam.com against claims with regard to copyrights or portrait rights regarding materials that are used as examples in the presentation and delivery of the website.

15 Force majeure

In the event of force majeure, martijnroskam.com has the right to extend the term of delivery by the duration of the force majeure or to dissolve the agreement, insofar as it has not yet been performed, without being obliged to pay any compensation in any form whatsoever, according to art. 78 of Book 6 of the Civil Code. If martijnroskam.com has already partially fulfilled its obligations when the force majeure occurs, it is entitled to charge the client for what has already been delivered.

16 Warranty delivered work

martijnroskam.com guarantees the reliability of the websites it provides. The guarantee consists in that martijnroskam.com repairs defects in the delivered work during the first 6 months after delivery as soon as possible and entirely at its own expense, or if necessary takes care of replacement of the delivered work, or the delivered replaced by an equivalent product with at least the same functionality. Defects that arise in open source code, plug-ins, templates, fonts or technology not developed or designed by martijnroskam.com are not covered by the warranty and responsibility of martijnroskam.com. Improper handling of the website or internet application is also not covered by the warranty. The repair or replacement of these defects will be charged separately.