

General Terms & Conditions

06/02/2024

SNC POMA Studio

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The general terms & conditions apply to all quotations, orders, agreements and invoices from POMA Studio.

1. Sales Conditions

The sales conditions are binding as soon as the quotation is accepted. The client is deemed to have taken note of this and fully agree with this. Any deviation from these terms and conditions can only be made in writing and upon the approval of both parties. The adjustment or addition of conditions is done in consultation between both parties.

2. Disputes

All agreements and relationships with POMA Studio are subject to the laws of Belgium. Any disputes between the client and POMA Studio shall be submitted to the competent courts in Brussels in Belgium.

3. Quotations

Quotations remain valid for one (1) month and prices are only finalized from the moment the client signs the quotation. After the one-month validity period has passed, the quotation expires and must be adjusted to current prices.

4. Urgency fee

10% of the total price will be charged as an urgency fee if the deadline of a general design request is in 1 week or less.

5. Confidentiality

During the term of the agreement and afterward, POMA Studio will use reasonable care to prevent the unauthorised use or dissemination of Client's confidential information. Confidential information is limited to information clearly marked as confidential.

Confidential information does not include information that: POMA Studio knew before Client disclosed it; is or becomes public knowledge through no fault of POMA Studio; POMA Studio obtains from sources other than Client who owe no duty of confidentiality to Client, or POMA Studio develops independently.

6. Termination of Agreement

The Agreement will automatically terminate when both Parties have performed all their obligations under the Agreement and all payments have been made.

After a signed agreement, if the Client desires to break it and/or breaches the agreement, POMA Studio is entitled to 40% of the agreed total invoice and can add an extra depending on the hours already worked.

7. Limitation of Liability

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into the agreement.

8. Intellectual Property

The Client will own any visuals provided by POMA Studio. POMA Studio will turn over all necessary files.

The Client guarantees that they have legal rights to all elements of text, photographs, and anything else that they provide POMA Studio with, and will not hold POMA Studio responsible for any third-party claims.

POMA Studio will guarantee that they have legal rights to all elements related to the services they are providing and will not hold the client responsible for any third-party claims.

9. Creative Rights

POMA Studio is allowed to present the work and promote it when, where and how it wants once it is finalised, delivered and shared online by the client.

10. Website Domain and Hosting

The client is responsible for the domain name registration as well as the acquisition of a hosting service with a reliable third-party provider. Access should be provided to POMA Studio in order to fulfill the web development services.

POMA Studio is not responsible for any fees incurred related to hosting and domain registration. We will communicate in a timely manner if any upgrades are necessary to the active plan.

POMA Studio is also not responsible for any technical issues, such as security, performance, or any other issues, that might arise related to the platform of the third-party provider.

11. Marketing

The Client accepts to receive email marketing from POMA Studio. The client can ask to stop receiving it by contacting POMA Studio by email.