

# STUDIO MAX REDECKER

- terms and conditions -

## 1. Definitions

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**Contractor:** Studio Max Redecker  
**Client:** The contracting party engaging the Contractor's services.  
**SoW:** Statement of Work describing scope, deliverables, planning, and fees for a specific project.  
**Deliverables:** The tangible outputs defined in the SoW.

## 2. Applicability

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- 2.1 These Terms & Conditions apply to all offers, SoWs, assignments, and agreements between Contractor and Client, unless explicitly agreed otherwise in writing.
- 2.2 In case of conflict, the SoW prevails for scope, deliverables, and fees.

## 3. Services & Scope

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- 3.1 The Contractor performs services on a best-effort basis as described in the SoW.
- 3.2 Work not explicitly included in the SoW is considered out of scope and may be quoted separately.
- 3.3 Changes to the scope require written confirmation (email suffices) and may result in adjusted fees or timelines.

## 4. Client Responsibilities

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- 4.1 Client provides timely access to required data, systems, and stakeholders.
- 4.2 Delays caused by missing input, late feedback, or unavailable stakeholders will pause the project timeline ("clock-stop"). Additional effort may be billed at the agreed hourly rate.
- 4.3 Client ensures that provided data, materials, and instructions are accurate, lawful, and do not infringe third-party rights.

## 5. Fees & Payment

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- 5.1 Fees are defined in the SoW, either as a fixed package or hourly rate.
- 5.2 All prices are exclusive of VAT. For intra-EU B2B services, reverse charge applies (Art. 44/196 EU VAT Directive). Client must provide a valid VAT number.
- 5.3 Invoices are payable within 30 days from invoice date.
- 5.4 In case of late payment, Contractor may suspend services and charge statutory interest plus collection costs.

## 6. Intellectual Property & Usage Rights

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- 6.1 IP rights to Deliverables remain with Contractor until full payment of the corresponding invoice.
- 6.2 Upon payment, Client obtains full, non-exclusive usage rights to the final Deliverables for the intended purpose described in the SoW.
- 6.3 Intermediate files, drafts, or working documents remain Contractor's property unless explicitly agreed otherwise.
- 6.4 Contractor retains the right to showcase Deliverables in portfolio, presentations, and marketing materials, unless Client explicitly objects in writing.

## 7. Confidentiality & Data Protection

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- 7.1 Both parties treat all information they receive from each other as confidential and only use it for the purpose of the assignment. Information is not shared with third parties unless required for the execution of the work, or with prior written consent.
- 7.2 The Contractor only accesses the Client's systems and data that are necessary for the assignment. Access is temporary, limited to the project team, and will be revoked or deleted once the project ends, unless otherwise agreed.
- 7.3 The Contractor may use third-party tools and platforms (such as design, research, or collaboration software) to deliver the services. These tools may temporarily contain Client data. The Contractor ensures that: (i) only reputable providers are used, (ii) reasonable security and privacy settings are applied, (iii) Client data is used solely for the agreed assignment, and (iv) no Client data is shared with third parties beyond what is technically required by these tools.
- 7.4 If the Client requires exclusive use of Client-provided tools (for example due to internal policies), this must be agreed in the SoW. Upon request, the Contractor will provide an overview of the tools used in the assignment.
- 7.5 Personal data is processed in line with the General Data Protection Regulation (GDPR). The Contractor does not export or store personal data outside the Client's chosen tools and systems unless explicitly agreed in writing.

## 8. Liability

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- 8.1 Contractor performs services with due care but provides no guarantees on outcomes, KPIs, or business results.
- 8.2 Contractor is not liable for indirect, consequential, or reputational damages.
- 8.3 Contractor's liability is limited to the amount invoiced and paid for the specific assignment in question.
- 8.4 Nothing in these terms limits liability for gross negligence or wilful misconduct.

## 9. Termination & Suspension

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- 9.1 Either party may terminate the agreement with 14 days' written notice.
- 9.2 Upon termination, Client pays for work completed up to the termination date (time & materials for hourly; pro-rata for package).
- 9.3 Contractor may suspend or terminate services immediately in case of:
  - Non-payment;
  - Material breach of obligations;
  - Insolvency or bankruptcy of Client.

## **10. Force Majeure**

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- 10.1 Neither party is liable for delays or non-performance caused by circumstances beyond reasonable control (e.g. natural disasters, illness, strikes, internet outages).
- 10.2 If a force majeure situation lasts longer than 30 days, either party may terminate the agreement without liability.

## **11. Governing Law & Disputes**

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- 11.1 These Terms & Conditions and any SoW are governed by Dutch law.
- 11.2 Disputes will be submitted to the competent courts of Amsterdam, the Netherlands, unless otherwise agreed in writing.

## **12. Final Provisions**

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- 12.1 If any clause is found invalid or unenforceable, the remaining provisions remain in full effect.
- 12.2 Contractor may update these Terms & Conditions; the applicable version is the one referenced in the SoW at the time of acceptance.

## **13. Acceptance**

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- 13.1 By signing or confirming the SoW, Client acknowledges having read, understood, and agreed to these General Terms & Conditions (Studio Max Redecker, version v1.0 – August 2025).