

Terms and Conditions

1. General

1.1 Emese Simon (ArtificLab), with its registered office at Onze-Lieve-Vrouwstraat 25A, 2220 Heist-op-den-Berg, is registered in the Crossroads Bank for Enterprises (KBO) under the number BE0661948289.

1.2 Only these conditions apply to the relationship between Emese Simon (ArtificLab) and the client, who acknowledges acceptance of these terms upon assignment.

2. Quotations and Estimates – Formation of the Agreement

2.1 Quotations and estimates are made with all reservations and are without obligation on the part of Emese Simon (ArtificLab). Quotations and estimates are always valid only for the time specified in the quotation, in principle 14 days after their creation. No rights can be derived from quotations or estimates from the past for future assignments.

2.2 Upon receipt of the signed quotation, a deposit of 70% of the quoted amount will be charged. The work will commence as soon as the deposit has been received by Emese Simon (ArtificLab).

2.3 Any cancellation of an assignment by either party must be done in writing. In the event of cancellation, the customer, in addition to the compensation for the services already rendered and the goods and materials ordered and/or delivered, owes a fixed compensation of 50% of the order price. If the cancellation is made by the end customer, the services already rendered must be compensated.

3. Execution of the Agreement

3.1 The delivery and/or execution periods are provided for information purposes only and are therefore not binding for Emese Simon (ArtificLab), unless expressly agreed otherwise between the parties. Delay in delivery and/or execution cannot give rise to a penalty, compensation, dissolution of the agreement, or refusal to accept the product.

3.2 Partial deliveries and/or executions are permitted.

4. Price

4.1 The agreement is concluded at the prices stated in the quotation/estimate and the payment method provided therein, except in the case of mutually agreed deviations from the original quotation or estimate confirmed by Emese Simon (ArtificLab).

4.2 All prices are exclusive of VAT and other costs (insurance, etc.), unless explicitly provided otherwise. The VAT is the responsibility of the client, this is always clearly stated in the quotation and invoices.

5. Payment

5.1 Any invoice sent to the client-enterprise, of which the amount is not or not fully settled on the due date, is by law increased by a fixed and non-reducible compensation equal to 10% of the amount owed, with a minimum of 150.00 EUR, without the need for a formal notice, without prejudice to legal and enforcement costs. In every case there will be an e-mail reminder sent first. Additionally, by law, interest on arrears is owed in accordance with the legal interest rate under the Act of August 2, 2002, to combat late payment in commercial transactions, without the need for prior formal notice, without prejudice to legal and enforcement costs. Each commenced month is considered a full month. Partial payments will first be used to cover costs, interests, and compensation and then be deducted from the principal balances.

5.2 Any invoice sent to the client-consumer, of which the amount is not or not fully settled after the expiry of a period of at least 14 calendar days starting on the third working day after Emese Simon (ArtificLab) has sent a free reminder by post or on the day following the day Emese Simon (ArtificLab) has sent a free reminder electronically, is increased by a fixed compensation in accordance with art. XIV.4 WER. Additionally, at that time, a reference interest rate increased by eight percentage points is owed in accordance with the legal interest rate under the Act of August 2, 2002, to combat late payment in commercial transactions, without prejudice to legal and enforcement costs. Each commenced month is considered a full month. Partial payments will first be used to cover costs, interests, and compensation and then be deducted from the principal balances.

5.3 Payment and Service Retention

All services, products, and deliverables provided by ArtificLab remain the property of ArtificLab until full payment of all invoices is received. In the event of non-payment or delayed payment, ArtificLab reserves the right to disable or uninstall any software, digital products, or services, including but not limited to deactivating websites or taking them offline, without prior notice. ArtificLab will not be held responsible or liable for any loss of business, revenue, or damage that may result from the disabling of these services. Full functionality will only be restored upon receipt of the outstanding payment.

5.4 Notwithstanding the provisions of article 7, the client must contest the invoices of Emese Simon (ArtificLab) in the event of a dispute by means of a motivated registered letter within a period of 8 calendar days after receipt, under penalty of forfeiture.

6. Force Majeure

6.1 If Emese Simon (ArtificLab) is unable to execute the order due to force majeure, including accidents, illness, epidemics, fire, war, strikes, lockouts, uprisings, delays by suppliers, lack of transport equipment, etc., Emese Simon (ArtificLab) has the right to terminate the agreement without any further compensation to the client. In this case, the delivery or execution periods are automatically extended.

7. Complaints and Warranty

7.1 All complaints regarding the services or products delivered must be reported in writing within 8 calendar days to Emese Simon (ArtificLab). Invisible defects must be reported in writing immediately after their discovery. A defect that is not reported in time nullifies any right to repair or replacement. The acceptance of a complaint by Emese Simon (ArtificLab) cannot be considered by the client as an indication that Emese Simon (ArtificLab) considers the complaint timely or justified.

7.2 Emese Simon (ArtificLab) is only liable for damage that is the direct and demonstrable result of a fault attributable to them. Emese Simon (ArtificLab) can in no case be held liable for any other forms of damage such as business damage, delay damage, loss of use, and loss of profit. The liability of Emese Simon (ArtificLab) is in any case limited to the amount of the invoice value excluding VAT for the relevant order.

8. Transfer of Rights

8.1 The client becomes the owner of or acquires the right to use the delivered products only when he has fulfilled all his obligations towards Emese Simon (ArtificLab). Until the full payment of invoices Emese Simon (ArtificLab) has the right to

8.2 Notwithstanding the provided retention of title, the risk related to the goods is transferred to the client at the time of delivery.

9. Intellectual Property

9.1 The documents provided to the client before or after the conclusion of the agreement are protected by copyright and remain the property of Emese Simon (ArtificLab). They may not be used, copied, or reproduced by the client without the latter's permission.

9.2 If intellectual property arises in the contractual relationship with the client, the intellectual rights remain with the client unless otherwise agreed.

10. Privacy

10.1 To execute the agreement, Emese Simon (ArtificLab) needs the following information from the client: name, address, phone number, email address, and billing information. Emese Simon (ArtificLab) is responsible for processing this information. The processing of this information is necessary for the execution of this agreement and will not be used for other purposes.

10.2 In certain circumstances, Emese Simon (ArtificLab) is obliged to pass on the client's personal data. This occurs if the law, regulations, or a legal process obliges Emese Simon (ArtificLab) to do so, or if requested by government authorities in the context of law enforcement actions or if Emese Simon (ArtificLab) believes it is necessary to pass on the client's personal data to prevent damage or financial loss, as part of an investigation into fraud or other illegal activities, or when it is necessary for the execution of the agreement as concluded with the client.

10.3 If Emese Simon (ArtificLab) sells or transfers all or part of its activities or assets, it reserves the right to also transfer all of the client's personal data. In that case, Emese Simon (ArtificLab) will make the necessary efforts to inform the client and ensure that the recipient uses the personal data in accordance with this article.

10.4 The client has the right to view their data at any time and correct it if necessary.

10.5 Emese Simon (ArtificLab) ensures an appropriate administrative, technical, and physical security policy to protect the client's personal data against accidental, unlawful, or unauthorized destruction, loss, access, disclosure, or use.

11. Miscellaneous and Dispute Resolution

11.1 These general sales conditions do not affect the exercise by Emese Simon (ArtificLab) of any other legal or contractual rights it may have.

11.2 The client is prohibited from transferring their rights and obligations under the agreement concluded with Emese Simon (ArtificLab) without the prior written consent of Emese Simon (ArtificLab). Any unauthorized transfer will be null and void by law.

11.3 Any failure by Emese Simon (ArtificLab) to enforce the provisions of these general sales conditions shall not imply a waiver or abandonment of the application of these or any other provisions.

11.4 The invalidity of one or more provisions of these general sales conditions does not affect the application of the other provisions.

11.5 In the relationship between Emese Simon (ArtificLab) and the client, only Belgian law applies. Any dispute will be submitted by Emese Simon (ArtificLab) to the courts of the district where Emese Simon (ArtificLab) is established, without prejudice to the right of Emese Simon (ArtificLab) to take legal action before the courts of the client's jurisdiction.