

# GLOBAL TERMS AND CONDITIONS OF SALE

## 1. SENDING AND ACCEPTANCE OF QUOTES

Our quotations are without obligation and valid for a period of 30 days. We reserve the right to change our prices after the expiry date.

Our commitment begins upon acceptance of the quote by both parties, its signature by the client and/or receipt of the deposit.

No work will be undertaken unless the deposit stipulated in the quotation (for a minimum of 30%) has been paid to us. Excluding the cost of third party services such as printing, licenses, hosting and domains, which must be paid in full (refer to the quote for payment deadlines).

Unless it is the subject of a service to be carried out by our agency, an offer takes into account the sending of the entire content of the site by the client on digital media, both for texts and photos/visual media. We reserve the right to judge the content provided as insufficient, of poor quality and/or not respecting the copyrights, if we judge that this may prevent the proper execution of the work.

## 2. PAYMENT OF QUOTES, ISSUING INVOICES AND PENALTIES

All our invoices are payable by bank transfer, unless otherwise agreed. An invoice is issued at the end of each stage stipulated in the quotation.

Any invoice not paid on its due date will automatically and without notice of default produce interest of 3% for each month of delay. In addition, in the event of non-payment of an invoice on its due date, the amount of this invoice will automatically and without formal notice be increased by 15% as a penalty clause with a minimum of 50€. The non-payment of an invoice on its due date will result in the suspension of all contracts or orders that have not yet been executed, as well as the delivery of the product(s) concerned, at our sole discretion, without prejudice to additional damages.

## 3. COMPLAINTS

Any complaint must be made within 10 days of the date of receipt of the invoice, otherwise it will be forfeited.

## 4. IMPLEMENTATION DEADLINES

Delivery times are given as an indication and without commitment on our part and, in any case, take effect only after payment of the deposit. A delay cannot give rise to the cancellation of the order, the refusal of the goods or the payment of damages.

Delivery times imply that the client has provided, prior to the payment of the deposit, all the elements necessary for the project to be carried out. If this is not the case, we reserve the right to modify the delivery date.

## 5. WARRANTIES AND LIABILITIES

Under no circumstances can we be held liable for any erroneous, inaccurate, incomplete information and/or communication given to us by the customer and/or its managers and agents, as well as any content provided that does not respect copyright. It is the client's responsibility to ensure this.

Any modification, any arrangement, any addition, any update... which is not carried out on our initiative or during a maintenance service paid by the customer to our agency, cannot engage our responsibility and is made under the sole responsibility of the customer.

The realizations are linked to current technological and computer tools, our responsibility cannot be engaged in the hypothesis that these would become obsolete by the passage of time and/or the evolution of technologies. In the event that we have to call upon a third party for external services, our guarantee is limited to that given by our service provider.

We cannot guarantee against acts of computer piracy.

The customer accepting one of our website offers, agrees to subscribe at least to our quarterly web

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technical maintenance plan provided by us for a reason of integrity, security of servers and monitoring by a qualified team. The price of this plan will be mentioned in the initial quote.

## 6. ORDER CANCELLATION AND TERMINATION

In the event that the customer, by his sole will, decides to cancel the contract/order after having paid the amount of the deposit claimed, will not be able to ask for a refund.

## 7. ROYALTIES

All creations and their components remain our property, both material and intellectual.

These may under no circumstances be reproduced, imitated or modified in their basic design without our special written consent.

The right of reproduction is strictly valid only for the number of copies specified in the order.

## 8. RIGHTS RESERVED

We reserve the right to quote, publish or print any realization for the client in order to continue the promotion and development of our activities, as well as to mention our name on the realized projects, except in the case of the signature of a copyright session contract.

## 9. PRIVACY

We undertake to respect the confidentiality of customer data, and to use all necessary means to ensure that it is respected by our employees and suppliers.

The client is obliged to respect the confidentiality of our agency's processes, steps and working methods during and after the realization of the project(s), as well as not to denigrate our name, our company and our services in social networks, forums, websites and any other existing distribution channels.

## 10. JURISDICTION

The present general conditions are governed by Spanish law and any possible litigation will be the exclusive competence of the Courts of Torrevieja in Spain.

Note: Our general terms and conditions of sale are considered to be accepted by our customers, even if they contradict their general and special purchase terms. They may be modified and/or revised by a contract created for a specific project.

## Client's approval

(date and signature of the client followed by the mention

« Good for approval")

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