

General - These general terms and conditions apply to all offers and agreements, the orders, contracts, deliveries, products and services deriving therefrom, of any kind whatsoever, between mad about you bvba (hereafter referred to as "MAY") and the customer.

By placing an order, the customer declares his acceptance of these conditions, which always take priority over any general conditions of the customer himself.

Departures and supplements are only binding if they have been agreed between the various parties in writing.

Offers, Prices, Invoicing and Dispute - MAY's offers remain valid for one month as of the date on which they were communicated to the customer, unless stated otherwise. MAY is only bound after the customer's written acceptance of the issued offer.

Offers are indivisible. MAY cannot be obliged to execute a part of the offer in exchange for a proportional share of the indicated price, unless with MAY's express approval.

An offer is only valid within the agreed market. If the customer wishes to use or apply the product or the service of MAY outside this market or region, MAY reserves the right to claim an additional compensation.

The prices specified on MAY's offers are always exclusive of VAT.

Transport and any insurance costs are always for the customer's account, unless expressly agreed otherwise.

If MAY must perform certain works or incur expenses that were not provided for or foreseeable when preparing the offer and concluding the contract, MAY is authorised to charge extra for them. Before delivering the services or purchasing the materials, MAY will consult with the customer about this.

All delivery costs and travel expenses are for the customer's account at -0.75€ per kilometre, calculated from the headquarters of MAY.

MAY's invoices are payable at the latest 30 days after the invoice date.

If the customer cannot agree with the invoice issued by MAY, he must communicate this objection by registered letter to MAY at the latest within 8 days from the invoice date. Any protest expressed more than 8 days after the invoice date shall be regarded as non-existent. A dispute may under no circumstances justify any postponement or suspension of payment.

In the event of non-payment on the due date, MAY will send you a reminder. In that case, you can be charged 25 euros as a reminder fee. At that moment all invoices become immediately exigible, even if they should not yet be due.

In the event of late payment, late-payment interest will be owed ipso jure, at the rate of 12% per year, and this as of the due date of the invoice.

In the event of late payment, liquidated damages of 10% will also be owed ipso jure on the total invoiced amount, with a minimum of € 150.00 per invoice.

MAY reserves the right, in the event of late payments of invoices, to discontinue its services effective immediately and without formal notice of default.

If the customer breaches or cancels the agreement, or if the agreement is annulled for reasons imputable to him, he must compensate MAY for all costs incurred and the already-performed services and the customer shall owe to MAY damages in the amount of 50% of the total amount of the order, this without prejudice to MAY's right to claim higher damages if there is reason to do so.

Provision of services and liability - The agreement concluded with the customer when the latter signs the offer imposes on MAY only a best-efforts obligation, never a result obligation.

MAY is authorised to get third parties involved in the performance of its agreements, or parts thereof. In so far as MAY in its activities depends on the cooperation, services and/or deliveries of third parties, MAY can under no circumstances be held liable for any harm deriving from these relations.

The delivery periods are only provided by way of information and are therefore not binding, unless expressly agreed otherwise. Delay in the implementation of the order can never be a ground for damages or dissolution of the agreement.

MAY's liability is limited to the amount that was invoiced and received for the assignment, except in cases of intent.

In any event, MAY can never be held liable for indirect damage, consequential damage or damage due to lost turnover or profit, and the liability remains limited to the coverage ceiling of the insurance policy it has taken out.

The customer is obliged to promptly furnish all of the information and materials that are necessary for executing the assignment. The customer guarantees that all information and material provided by him satisfies all legal conditions and that he holds the necessary intellectual property rights. The customer indemnifies MAY for any claim by third parties relating to the information and materials supplied by him.

Confidentiality and intellectual property rights - The parties undertake to preserve the secrecy of all confidential information that they receive about the other party's company. The parties shall also impose this obligation on their employees as well as on third parties called upon by them for execution of the agreement between the parties. Information shall in any event be regarded as confidential if it is designated as such by one of the parties.

MAY is authorised to include mention of the delivered services on its own website as soon as the project is available for the outside world. MAY can use the delivered project in its own commercial communication.

MAY retains ownership of all delivered documents, texts & creations until the invoice has been fully paid by the customer. At that moment MAY transfers the full and unconditional intellectual rights on the delivered product to the customer.

Protection of personal data - Within the framework of the assignment and at the customer's instruction, it is possible that MAY will make promotional films, brochures or other materials in which employees or agents of the customer appear.

Within the framework of the execution of the agreement, the following data can be made available: name, domicile, picture material, position within the company, etc. with a view to making promotional materials for the customer.

The customer is responsible for the lawfulness of the processing of the data as provided to MAY. The customer hereby ensures that he has adequately informed the relevant data subjects about their rights and duties and guarantees that the processing of personal data, including the transfer to the Processor, shall take place in accordance with the GDPR.

The customer also undertakes to inform the relevant data subject that the material can also be posted on MAY's website and can be used for MAY's own commercial purposes.

MAY will not process the personal data outside of the European Economic Area without the customer's advance written approval.

Competent court and applicable law - Belgian law always applies to the agreement between the customer and MAY. In the event of disputes, the tribunals of the judicial district of Antwerp, Antwerp department, have exclusive jurisdiction.

The most recent version of these General Terms and Conditions can be downloaded from <http://www.madaboutyou.eu>. Only the Dutch general terms and conditions have legal force. If we provide you with a translation, this is done purely for purposes of clarification.