

SUPPLEMENTARY TERMS & CONDITIONS
GRAPHIC DESIGN
12GROUP

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Chamber of Commerce (KvK): 86515047

Hereinafter referred to as: "12Group"

These additional terms and conditions apply in addition to the General Terms and Conditions of 12Group and specifically apply to all Graphic Design services, including but not limited to logo design, corporate identity development, print design, and other graphic work. By agreeing to a Graphic Design assignment, the client acknowledges full validity of these terms and conditions.

Article 1 - Definitions

1. **Graphic Design Services:** all creative and technical activities related to visual communication, including the design of logos, corporate identities, brand identities, print materials, brochures, flyers, banners, advertisements, social media graphics, illustrations, typography, layout work, and all related deliverables.
2. **Project Plan / Scope:** the written description of tasks, deliverables, revisions, deadlines, responsibilities, rates, licenses, and maximum hours (for subscriptions or retainer arrangements) as included in the quotation or agreement.
3. **Delivery / Submission:** the moment at which the graphic files (source, proof, or export files) are delivered by 12Group to the client in accordance with the specifications, file formats, and technical requirements within the scope.
4. **Revisions:** correction rounds within the agreed scope during which the client may request minor changes; additional revisions fall under additional work.
5. **Additional Work / Changes:** all activities, including extra revision rounds, redesigns, scope expansions, extra formats, variants, or additional assets not expressly and in writing included in the scope.
6. **Third-Party Materials:** all photos, fonts, icons, illustrations, templates, plug-ins, or other third-party assets used by 12Group at the client's request or provided by the client.
7. **Intellectual Property:** copyrights, trademark rights, database rights, and other protected rights relating to designs, files, brands, fonts, or other graphic materials.

Article 2 - Applicability

1. These additional terms and conditions apply to all quotations, agreements, proposals, and services of 12Group relating to Graphic Design.
2. Deviations are only valid if agreed upon in writing and signed by 12Group.

3. In the event of conflict, these additional terms and conditions take precedence over other terms or communications.
4. The client may never demand more or different work, revisions, or services than those recorded in writing in the quotation, invoice, project plan, or scope, including hour limits in subscriptions or retainer agreements.

Article 3 - Project Scope and Changes

1. 12Group performs Graphic Design work strictly according to the written agreed scope.
2. Additional work or expansions outside the scope always qualify as additional work and will be invoiced separately at applicable rates.
3. 12Group is not obliged to perform additional work, even if requested by the client, unless agreed upon in writing beforehand.
4. Delays, extra costs, or risks resulting from change requests are entirely the responsibility of the client.
5. 12Group reserves the right to suspend work until full payment and written approval of additional work are received.
6. If execution of additional work leads to substantial changes in schedule, price, or quality, 12Group is not liable for any consequential damages.

Article 4 - Planning, Feedback, and Delivery

1. 12Group provides a schedule based on the agreed scope.
2. The client must provide timely and complete feedback, guidelines, approvals, and supplementary materials; failure to do so gives 12Group the right to extend deadlines or suspend execution.
3. Delivery occurs after the client has provided written approval of the deliverables.
4. Functional delivery does not imply files are error-free in all possible file formats or media systems; the client remains responsible for checking resolution, color profiles, print quality, and technical compatibility.
5. 12Group may limit revisions to the number specified in the scope; additional revisions qualify as additional work.

Article 5 - Client Cooperation

1. The client shall provide all necessary content, guidelines, references, color codes, fonts, images, and approvals in a timely and correct manner.
2. In case of negligence, 12Group may suspend or terminate work without liability.
3. Delays caused by the client do not release the client from payment obligations or other contractual obligations.
4. The client indemnifies 12Group against damages resulting from incorrect, incomplete, misleading, or late-provided materials.

Article 6 - Intellectual Property and Licenses

1. All designs, concepts, files, templates, logos, visuals, and other creative works remain the property of 12Group until full payment is received.
2. After full payment and fulfillment of all contractual obligations, the client obtains a non-exclusive, non-transferable, purpose-bound right of use.
3. Transfer, sublicensing, sale, or use outside the agreed purposes is not permitted without written consent from 12Group.
4. 12Group may withhold source files, working files, or fonts until full payment is received.

Article 7 - Use of Third-Party Materials

1. If 12Group uses third-party materials at the client's request or instruction, copyrights and license terms remain with the original rights holder.
2. The client is fully liable for claims, legal actions, fines, or compensation related to such materials, unless otherwise agreed in writing and signed by 12Group.
3. The client indemnifies 12Group fully against all claims, costs, or legal actions from third parties.

Article 8 - Testing, Corrections, and Support

1. 12Group performs quality checks within the specified scope; minor deviations (color differences, resolution variations, device-specific differences) fall within the best-efforts obligation.
2. Support after delivery may form part of an active maintenance or service contract; without a contract, the applicable hourly rate applies.
3. Issues caused by external systems, browsers, print providers, hosting, software updates, or client changes fall outside the responsibility of 12Group.

Article 9 - Liability

1. 12Group's liability is limited to direct damages; indirect damages, consequential damages, loss of profit, reputational damage, claims from third parties, or missed opportunities are excluded.
2. No liability for losses due to:
 - a. use of incorrect specifications;
 - b. incompatibility with systems, media, or print methods outside the scope;
 - c. external errors such as data or hosting issues.
3. Claims expire if not reported in writing within twelve (12) months after delivery.

Article 10 - Advance Payment, Payment, and Deposit

1. 12Group may require a deposit or full advance payment.
2. Payment for additional work or extra functionalities may be required in advance.
3. Work only commences after full payment or deposit.
4. 12Group may suspend work in case of late payment, non-payment, or disputes

regarding scope.

Article 11 - Delivery, Acceptance, and Revisions

1. Final delivery takes place after written approval by the client.
2. Approval implies acceptance of functionality, quality, color profiles, resolution, and technical specifications.
3. Additional revisions are invoiced separately; the client may never demand more than stated in the quotation, invoice, or scope.

Article 12 - Termination

1. 12Group may terminate the agreement immediately in case of breach of contract, insufficient cooperation, or inappropriate behavior by the client.
2. Upon termination, the client remains liable for all outstanding amounts, costs incurred, and any damages.
3. Access to files, systems, and design assets will only be provided after full payment and proof of ownership.

Article 13 - Confidentiality

1. Parties are obliged to keep confidential information, designs, strategies, workflows, and business information secret.
2. Confidentiality remains fully in force after termination.

Article 14 - Governing Law and Disputes

1. These terms and conditions and the Graphic Design agreement are exclusively governed by Dutch law.
2. Disputes shall be exclusively submitted to the competent court in the Netherlands, unless otherwise agreed in writing.

Article 15 - Indemnification and Limitation of Liability

1. The client acknowledges that 12Group is fully indemnified against:
 - a. non-payment, late payment, or unpaid deposits;
 - b. claims or damages arising from the use of third-party materials unless otherwise agreed in writing and signed by 12Group;
 - c. copyright, trademark, or IP claims related to content provided by the client;
 - d. technical issues, incompatibility, or data loss outside the direct control of 12Group;
 - e. any claim by the client or a third party relating to functionality, compatibility, performance, content, delivery, or support.
2. 12Group reserves the right to:
 - a. suspend work until full payment is received;
 - b. refuse requests or changes that create unreasonable risks;
 - c. recover all legal and judicial costs, including collection costs, from the client.
3. This clause is legally binding and governs the liabilities and indemnifications of the parties in accordance with Dutch law.