

**General**

1. BOOM-Promphans (“Boom”) is an independent contractor under Dutch law, also active under the name of Boomtype, registered in the Commercial Register under number 88462595. Boom’s services include but are not limited to i) Thai Script Type Design, ii) Thai Consultation, iii) Thai Workshop, iv) Lettering for Logotype and v) Typeface Licencing.
2. All services provided by Boom are subject to these terms and conditions. They apply to every instruction, including every follow-up instruction or supplementary instruction, given to Boom or persons associated with Boom by the client, being the legal or natural person that instructs Boom (the “client”).
3. “Persons associated with Boom” is understood to mean any person involved in carrying out an instruction for or on behalf of Boom.
4. Unless agreed otherwise in writing, Boom is the sole provider of the agreed services to the client. Instructions given to persons associated with Boom are considered to have been given exclusively to Boom, even where it is intended that an instruction will be carried out by a specific person. The applicability of Articles 7:404 and 7:407(2) of the Dutch Civil Code (DCC) is excluded.

Client obligations

5. The client shall provide Boom with all necessary information, materials, and access required for the timely and effective performance of the assignment.
6. The client warrants that any information provided is accurate, complete, and does not infringe the rights of any third party.
7. The client shall notify Boom promptly of any changes that may affect the assignment, including changes to contact details, timelines, or the scope of work.
8. Failure by the client to fulfil these obligations may result in delays or additional costs, for which Boom shall not be held liable.

Liability

9. Any liability of Boom and persons associated with Boom is limited to the fee charged in the assignment in question, up to a maximum of EUR 5,000. Without prejudice to the provisions of Article 6:89 DCC, any claim the client has against Boom (on whatever grounds) is extinguished one year after discovery by the client of an event or circumstance that may give rise to the liability of Boom, if the client fails to notify Boom in writing of the potential claim within the year; where such notification is given, a one-year limitation period, calculated from the date of notification, applies.
10. Boom shall not be liable for any indirect or consequential damages, including but not limited to loss of profits, lost business opportunities, reputational harm, loss of data, or business interruption, arising out of or in connection with the services provided, even if Boom has been advised of the possibility of such damages. The limitation of liability in Clause 9 shall apply regardless of the cause of action, whether in contract, tort, or otherwise, except in cases of wilful misconduct or gross negligence by Boom.

Third parties

11. Whilst carrying out an instruction Boom may engage the services of third parties that are not associated with Boom as it deems necessary. These general terms and conditions, including the limitation of liability set out in Clause 9 and 10, are also stipulated on behalf of those third parties.
12. Boom is not liable for any errors or omissions by third parties engaged for the assignment, unless such engagement was made with gross negligence or wilful misconduct. The client consents to Boom engaging third parties where reasonably necessary.
13. The client indemnifies Boom and persons associated with Boom against all third-party claims in connection with the instruction, with the exception of claims arising from wilful misconduct or gross negligence on the part of Boom.



14. These terms and conditions may also be invoked by persons associated with Boom, in whatever capacity, and their legal successors.

Fees, billing and payments

15. Unless agreed otherwise, Boom calculates her fee on the basis of an hourly rate established by Boom, plus VAT (if applicable). Boom may adjust her hourly rates and the surcharge for office costs periodically. Adjustments may also be made during the course of an agreement, if the agreement was concluded with Boom more than three months before the adjustment.

16. Boom may bill the client on an ongoing basis. Unless agreed otherwise in writing, Boom charges the client the payable fee and any costs incurred that are not incorporated in her rates as disbursements without surcharge. Boom may request an advance deposit of up to 50% of the quoted amount before commencing the agreed services and will invoice the remaining amount upon completion of the project.

17. Boom applies a standard term of payment of fourteen days, but may specify immediate payment in specific cases/circumstances. If a client fails to pay fee notes within the standard term of payment and/or for as long as a client fails to pay this or any subsequent fee notes, Boom is entitled to suspend her work immediately without incurring liability to compensate for any resulting damage.

18. A client acting in a professional commercial capacity that fails to pay the invoice in a timely manner will owe statutory commercial interest (wettelijke handelsrente) with effect from the due date as provided for in Article 6:119a DCC and Boom is entitled to charge extrajudicial collection costs of 15% of the principal sum.

19. If payment remains outstanding after a final written reminder, Boom is entitled to take legal action to recover the outstanding amounts, including all reasonable legal and collection costs incurred.

Intellectual Property

20. All intellectual property rights, including

copyrights, trademarks, designs, and other proprietary rights in the deliverables, remain vested in Boom until full payment is received.

21. Unless agreed in writing and upon receipt of full payment, the client is granted a non-exclusive, non-transferable license to use the deliverables solely for the agreed purposes. Any use outside the agreed scope requires prior written consent from Boom.

22. Boom reserves the right to use any designs, concepts, or materials created in the course of an assignment for promotional purposes, unless otherwise agreed in writing.

23. The client shall not alter, reproduce, or distribute the deliverables without the express written permission of Boom.

Confidentiality

24. Boom undertakes to treat all information provided by the client as strictly confidential and shall not disclose such information to any third party without the client's prior written consent, except as required by law or for the proper performance of the assignment.

25. This obligation of confidentiality extends to all persons associated with Boom and any third parties engaged to carry out the assignment.

26. The obligation of confidentiality does not apply to information that is already in the public domain or independently developed by Boom without reference to the client's confidential information.

Force majeure

27. Boom shall not be held liable for any failure or delay in fulfilling her obligations due to i) illness preventing her from performing the agreed services, or ii) circumstances beyond her reasonable control, including but not limited to natural disasters, acts of government, pandemics, strikes, wars, cyberattacks, or disruptions in communication networks.



28. In the event of force majeure, Boom will notify the client as soon as reasonably possible and make reasonable efforts to mitigate the effects of the force majeure event.

29. If the force majeure event prevents the performance of the assignment for more than 30 days, either party may terminate the agreement without liability, provided that the client pays for any work completed up to the date of termination.

Termination

30. Only Boom may terminate the agreement at any time by giving 14 days' written notice to the other party.

31. Boom may terminate the agreement immediately without prior notice if the client:

- Fails to comply with the payment terms.
- Breaches any other material provision of the agreement.
- Becomes insolvent or is declared bankrupt.

32. Upon termination, the client is obligated to settle all outstanding invoices and compensate Boom for work performed up to the termination date.

Data Protection

33. Boom processes the client's personal data in accordance with applicable data protection laws, including the General Data Protection Regulation (GDPR).

34. The client's personal data will only be used for the purpose of executing the assignment, complying with legal obligations, or as otherwise agreed in writing.

35. Boom's privacy policy, which outlines how personal data is collected, processed, and stored, is available at <https://www.boomtype.xyz/privacy-policy>. By engaging Boom's services, the client acknowledges and agrees to this policy.

Severability

36. If any provision of these terms and conditions is found to be invalid, illegal, or unenforceable by a court or other competent authority, the remaining provisions shall remain in full force and effect.

37. The invalid provision will be replaced with a provision that reflects, as closely as possible, the original intent of the parties and is enforceable under applicable law.

Deviations and amendments

38. Deviations from these general terms and conditions are valid only insofar as they are agreed in writing between Boom and the client.

39. Boom has the right to amend these terms and conditions unilaterally without the agreement or approval of the client. Such amendments may also be made during the course of agreements with persons who are not acting in a professional or business capacity; in the event of substantial changes, the client will be able to terminate the agreement. Boom will give the client notice of the amended terms and conditions in good time and in any event at least one month before they come into effect.

Governing law and competent court

40. The legal relationship between the client and Boom is governed by the law of the Netherlands.

41. Any disputes will be heard exclusively by the competent court in Amsterdam.