

GENERAL TERMS AND CONDITIONS OF HOUSE OF KLAASSENS

These general terms and conditions apply to all quotations, agreements, and services provided by Ravi Klaassens.

1. Identity of the service provider

1.1 Ravi Klaassens, trading under the name House of Klaassens, is a sole proprietorship established in Enschede, the Netherlands, with business address Duivelshofhoek 11, 7546 BJ Enschede, The Netherlands.

1.2 Ravi Klaassens / House of Klaassens is registered with the Dutch Chamber of Commerce under KVK number 92913601.

1.3 The VAT identification number of Ravi Klaassens / House of Klaassens is NL004985632B33.

1.4 In these general terms and conditions, "Ravi Klaassens" means the service provider and "Client" means the person or legal entity entering into an agreement with Ravi Klaassens.

1.5 Ravi Klaassens can be contacted via work@raviklaassens.com.

2. Applicability

2.1 These general terms and conditions apply to all quotations, offers, agreements, assignments, invoices, and services provided by Ravi Klaassens, unless expressly agreed otherwise in writing.

2.2 Any general terms or conditions used by the Client are excluded unless Ravi Klaassens has expressly accepted them in writing.

2.3 If any provision of these general terms and conditions is invalid or unenforceable, the remaining provisions remain in full force and effect.

2.4 If there is any conflict between these general terms and a specific agreement, proposal, quotation, or statement of work accepted by the Client, the specific agreement, proposal, quotation, or statement of work will prevail.

3. Quotations and formation of agreement

3.1 All quotations and offers issued by Ravi Klaassens are non-binding unless expressly stated otherwise.

3.2 An agreement is formed when the Client accepts Ravi Klaassens's quotation or offer in writing, by email, electronically, or when Ravi Klaassens reasonably starts performing the assignment at the Client's request.

3.3 Quotations and offers apply only to the specific assignment described therein and do not automatically apply to future work.

3.4 Ravi Klaassens reserves the right to refuse an assignment without stating reasons.

4. Execution of services

4.1 Ravi Klaassens will perform the agreed services with reasonable care and skill.

4.2 Ravi Klaassens is entitled to determine the manner in which the services are performed, unless expressly agreed otherwise in writing.

4.3 Any timeline, delivery date, or planning communicated by Ravi Klaassens is indicative unless expressly agreed as binding in writing.

4.4 Ravi Klaassens is entitled to engage third parties or subcontractors in the performance of the assignment where reasonably necessary.

5. Client obligations

5.1 The Client shall provide all information, materials, feedback, approvals, and cooperation reasonably required for Ravi Klaassens to perform the assignment.

5.2 The Client is responsible for ensuring that all information and materials supplied to Ravi Klaassens are accurate, complete, lawful, and do not infringe any third-party rights.

5.3 Delays caused by the Client, including delayed feedback, incomplete information, missing access, or lack of timely approvals, may affect the schedule and delivery timing.

6. Changes and additional work

6.1 Changes to the original assignment, request, or agreement may affect pricing, timing, and delivery.

6.2 Work that falls outside the agreed assignment will be regarded as additional work.

6.3 Ravi Klaassens is not obliged to perform additional work until the related scope, pricing, and timing have been agreed in writing.

7. Rates and third-party costs

7.1 Fees are stated in the quotation, proposal, agreement, or invoice.

7.2 Unless stated otherwise, all prices are exclusive of VAT and exclusive of third-party costs.

7.3 Third-party costs, including but not limited to hosting, domains, software, subscriptions, fonts, stock assets, and external tools, are not included unless expressly stated otherwise in writing.

8. Invoicing and payment

8.1 Ravi Klaassens may require an advance payment or deposit before starting work.

8.2 Unless otherwise agreed in writing, invoices must be paid within 14 calendar days from the invoice date.

8.3 Ravi Klaassens may suspend or postpone work until due payments have been received in full.

8.4 If the Client fails to pay on time, the Client is in default by operation of law after the applicable payment term has expired.

8.5 In the event of late payment, Ravi Klaassens is entitled to the statutory interest or statutory commercial interest, as applicable, and reasonable extrajudicial collection costs to the extent permitted by applicable law.

8.6 Payments made by the Client are first applied to costs, then interest, and then the oldest outstanding invoice.

9. Suspension and termination

9.1 Ravi Klaassens may suspend performance of the assignment if the Client fails to meet its obligations, including payment obligations or cooperation obligations.

9.2 Either party may terminate the agreement in writing.

9.3 If the Client terminates the assignment after work has started, the Client remains liable for work already performed, costs already incurred, and any agreed non-refundable deposit.

10. Intellectual property

10.1 All intellectual property rights in concepts, drafts, proposals, working files, methods, templates, systems, reusable components, and other underlying materials created or used by Ravi Klaassens remain vested in Ravi Klaassens, unless expressly agreed otherwise in writing.

10.2 Upon full payment of all amounts due, the Client receives a perpetual right to use the final approved deliverables for its own business and intended purposes.

10.3 Unless expressly agreed otherwise in writing, Ravi Klaassens retains ownership of source files, editable working files, unused concepts, methods, templates, systems, reusable components, and other underlying materials.

10.4 If the parties wish to transfer specific intellectual property rights or source files to the Client, this must be agreed in writing.

10.5 The Client guarantees that materials supplied by the Client may be lawfully used for the assignment and is responsible for any third-party claims arising from such materials.

11. Portfolio and publicity

11.1 Ravi Klaassens may display the completed work, the Client's name, and non-confidential elements of the project in portfolio, social media, presentations, and self-promotional contexts, unless otherwise agreed in writing.

12. Confidentiality

12.1 Each party shall keep confidential any non-public information received from the other party in connection with the assignment and shall not disclose it to third parties except where reasonably necessary for the execution of the assignment or where disclosure is required by law.

12.2 This obligation does not apply to information that:

- a. is publicly available without breach of confidentiality
- b. was already lawfully known to the receiving party
- c. was lawfully obtained from a third party without confidentiality restriction
- d. was independently developed without use of the confidential information

13. Liability

13.1 Ravi Klaassens is only liable for direct damage resulting from an attributable failure in the performance of the agreement, to the extent such liability is not excluded by law.

13.2 Any liability of Ravi Klaassens is limited to the amount actually paid by the Client under the relevant agreement, or, if higher, the amount paid out under Ravi Klaassens's applicable liability insurance in that specific case.

13.3 Ravi Klaassens is not liable for indirect or consequential damage, including but not limited to loss of profit, loss of turnover, loss of savings, loss of data, reputational damage, or losses resulting from business interruption.

13.4 Ravi Klaassens is not liable for damage arising from:

- a. inaccurate or incomplete information supplied by the Client
- b. use of third-party platforms, tools, software, hosting, or services
- c. modifications made by the Client or third parties after delivery
- d. incorrect or unintended use of the deliverables

13.5 Any claim against Ravi Klaassens must be reported in writing as soon as reasonably possible after the damage becomes known.

13.6 Nothing in these terms limits or excludes liability where such limitation or exclusion is not legally permitted.

14. Force majeure

14.1 Ravi Klaassens is not liable for failure or delay in performance caused by circumstances beyond Ravi Klaassens's reasonable control, including but not limited to illness, internet failure, outages of platforms or hosting providers, software failures, strikes, government measures, natural events, war, or other force majeure situations.

14.2 In a force majeure situation, Ravi Klaassens may suspend performance for the duration of the situation without being liable for damages.

14.3 If a force majeure situation materially affects the assignment, the parties will make reasonable efforts to agree on an adjusted timeline or solution.

15. Complaints

15.1 The Client shall notify Ravi Klaassens in writing of any complaint regarding invoices or services within a reasonable time after discovery.

15.2 Submitting a complaint does not suspend the Client's payment obligation unless Ravi Klaassens agrees otherwise in writing.

16. Applicable law and disputes

16.1 These general terms and any agreement between Ravi Klaassens and the Client are governed exclusively by Dutch law.

16.2 Any dispute arising out of or in connection with the agreement or these general terms shall be submitted to the competent court in the district where Ravi Klaassens is established, unless mandatory law requires otherwise.

17. Amendments

17.1 Ravi Klaassens may amend these general terms and conditions from time to time.

17.2 Amended terms apply only to new agreements, unless Ravi Klaassens communicates the amended terms to the Client and their application to an existing relationship is legally permitted.

17.3 The version of the general terms applicable to an agreement is the version that was provided to or made available to the Client before the agreement was concluded.

18. Final provisions

18.1 Headings in these terms are for convenience only and do not affect interpretation.

18.2 These general terms and conditions were adopted in Enschede on 1-3-2026.