



## **TERMS AND CONDITIONS JERRY'S HANDPAINTED**

Jerry's Handpainted: hereinafter referred to as Jerry's, registered with the Chamber of Commerce under file number 84070390.

### **I. GENERAL**

These conditions apply to all offers, quotations and agreements Jerry's.

Deviations from these general terms and conditions are only binding if they have been agreed in writing between Jerry's and the client.

The present conditions also apply to all agreements with user, for the execution of which third parties must be involved.

Changes to these general terms and conditions, or deviations from specific parts of the agreement, only bind Jerry's if these changes or deviations have been confirmed in writing by Jerry's.

Jerry's is free to refer to the delivered end products for promotional purposes, unless expressly agreed otherwise.

## **2. EXECUTION OF AGREEMENT**

All offers are without engagement, unless a term for acceptance is mentioned in the offer.

The offers made by Jerry's are without obligation; they are valid for 14 days, unless indicated otherwise.

Jerry's shall only be bound by the offers if the acceptance thereof is confirmed by the other party in writing within 14 days, unless stated otherwise.  
Invoicing is based on this quotation.

Changes in the originally concluded agreement between the client and Jerry's are only valid from the moment that these changes are made by means of an additional or modified agreement have been accepted by both parties.

A composite quotation does not oblige Jerry's to perform a part of the assignment against a corresponding part of the stated price.

Offers or quotations do not automatically apply to future assignments.

## **3. EXECUTION OF THE AGREEMENT**

Jerry's will make the agreement to the best of its knowledge and ability and in accordance with the requirements of Craftsmanship.

The client shall ensure that all data, of which Jerry's indicate that these are necessary or of which the client should reasonably understand that these are necessary for the execution of the agreement / assignment, are provided to Jerry's on time. If the data required for the execution of the agreement have not been provided to Jerry's in time, Jerry's has the right to suspend the execution of the agreement and / or to charge the client the extra costs resulting from the delay according to the usual rates. .

## **4. ENABLING THIRD PARTIES**

Jerry's is not liable for damage of any kind, because Jerry's is based on inaccurate and / or incomplete information provided by the client.

If it has been agreed that the agreement will be executed in phases, Jerry's can suspend the execution of those parts that belong to a following phase until the client has approved the results of the preceding phase in writing. If the activities have been suspended and / or become longer than 6 weeks, for any already delivered performances, an intermediate invoice will be used which must be paid within 10 days.

The Client indemnifies Jerry's against any claims from third parties that suffer damage in connection with the execution of the agreement and which is attributable to the Client. Engaging third parties can only be done in written consultation with Jerry's.

Jerry's is not liable for errors or defects in products and / or services made by third parties engaged by the client.

## **5. CANCELLATION AND DISSOLUTION OF THE AGREEMENT**

The agreements on Jerry's products for the client are considered as a one-off commitment and therefore have no term. Of course, in a written agreement a delivery time agreed.

Jerry's has the right to terminate the agreement (s) without notice of default or judicial intervention with immediate effect if the client does not, improperly or incompletely comply with the agreement (s) concluded with Jerry's including the accompanying delivery conditions.

## **5. DELIVERY AND DELIVERY TIME**

Exceeding the delivery time can never be a reason for the customer to dissolve the agreement. If the agreed delivery date is exceeded, the customer sets Jerry's four weeks in the opportunity to deliver.

## **6. DOCUMENTS CONTROL**

If a message is accompanied by one or more documents for verification, we would like to point out the following: Please check order confirmation, proof and / or control documents for material, size, text, logo and color (color fastness cannot be assessed on a screen) and by approval your agreement via email. When the order confirmation / proof is approved by you, we

cannot be held responsible for errors in material, format, text, logo and color.

## **7 FORCE MAJEURE**

Force majeure means in these General Terms and Conditions: all causes coming from outside, foreseen or not provided, where the failing party has no influence. Injuries, bad / unwanted weather conditions, illness, incapacity for work or other obstructive> causes for which the agreed service (s) cannot be performed by Jerry's are covered by force majeure.

Jerry's will inform the client as soon as possible and offer a suitable solution.

When the execution of the order is delayed or interrupted due to circumstances that cannot be attributed to Jerry's, the client is obliged to compensate any costs that this entails. Jerry's will try to limit the costs as much as possible. The cost reimbursement relates to the costs already incurred by Jerry's for the use of, for example, third parties, products, work material and sketches.

## **8 PRICES**

Jerry's is entitled to increase the agreed price with the price increases that occur after the conclusion of the agreement with regard to the costs that are necessary for the execution of the agreement. Such as increase of shipping costs, introduction of new and increase of existing government levies or in general conditions that are comparable with one another. Jerry's is further entitled to increase the agreed price if the client changes in the originally agreed specifications.

Changes in the rates will be announced to the client in advance by Jerry's as soon as reasonably possible.

## **9. PAYMENTS**

After a written agreement with the quotation, the quotation is given the status of contract. From that moment an agreement has been concluded between the client and Jerry's and the client is obliged to pay.

The client must pay the agreed amount within 30 days after receiving the invoice.

In the above cases, Jerry's reserves the right to temporarily suspend any ongoing work or services provided until the amounts due have been received.

If the payment term has been exceeded, a reminder will be sent until payment. This must be done within 14 days have been met.

A maximum of three reminders will follow, for each reminder costs of € 12.50 will be charged. The payment term for a reminder is 5 days. If the payment term has been exceeded again, the client will owe statutory interest plus extrajudicial collection costs from the moment on the outstanding invoice amount.

If the invoiced amount is incorrect in the eyes of the client, he must notify Jerry's immediately, but no later than 10 days after invoicing. The latter will investigate this claim and if necessary send a new invoice, which must be paid within 10 days after shipment.

The Client will only become the owner of or receive the right to use the designs and / or services delivered from the moment that he has fulfilled all his obligations.

## **10. PROPERTY RIGHTS**

All goods provided by Jerry's are returned to the Client if he so wishes.

All promotion materials developed by Jerry's can be used by Jerry's for their own promotional purposes, unless otherwise agreed in writing with the client.

All material produced by Jerry's may not be processed or processed in other expressions than for which it was originally created without the express consent of Jerry's.  
(For example: cutting, printing, publication)

When copyright rests on the delivered content, Jerry's as creator will be the copyright holder of the delivered item. The parties may agree in writing that the rights in question are transferred in full or in part to the client.

Jerry's always has the right to mention or remove his name on, with, or in the result (as being Jerry's signature). The client must always request permission in advance to make Jerry's name available to the public.

With every form of publication the client is obliged to take care of the source (Design Jerry's, [www.jerryshandpainted.com](http://www.jerryshandpainted.com) on or near the design). This also applies to duty-free designs.

## **11. LIABILITY**

The liability of Jerry's is limited to the invoice value of the delivered goods / services.

Jerry's is not liable for damage of any kind that arises because or after the client has taken the manufactured goods into use after processing, has processed or processed, delivered to third parties, or made them use, has processed or processed or to third parties.

Jerry's is furthermore not liable for damage in the form of loss of profit. Jerry's is also not liable for damage to material received or processed by Jerry's from the client and to be processed, processed or processed by Jerry's, if the client did not specify the properties and specifications at the latest at the conclusion of the agreement. the nature of these materials or products and provided sound information about the pre-treatments and surface treatments applied.

The client indemnifies Jerry's against all third-party claims for compensation of any damage, insofar as Jerry's is not liable on the basis of the agreement with the client or these conditions and Jerry's will compensate all that Jerry's must pay to this third party.

## **12. CONFIDENTIALITY**

Both parties are obliged to maintain confidentiality of all confidential information that they have received from each other or from another source in the context of their agreement. Information is considered confidential if this has been communicated by the other party or if this results from the nature of the information.

Neither S & J nor the client are entitled to transfer their rights or obligations arising from concluded agreements to a third party without the prior written consent of the other party.

## **13. PRIVACY**

Your personal information, supplied documents and images remain confidential Jerry's never provides information such as name, address, e-mail address, telephone number, etc. to third parties without your explicit prior permission.

