

Terms and Conditions

By accessing this website of Invessel B.V. and confirming an order with us, you acknowledge your acceptance of all the below mentioned Terms and Conditions:

Quotations and Estimates

- All quotations and estimates provided by Invessel B.V. are valid for a period of 30 days from date of issue. Quotations not accepted within this timeframe must be re-issued.
- All quotations are required to be accepted using the supplied Proposal and returned to Invessel B.V. within the 30 day period from date of issuance.
- All quoted prices, excluding where indicated, do not include Value Added Tax.
- Estimates may be provided by Invessel B.V. to offer the client a guide on the projected costing of a project prior to any discovery or research for said project. All estimates will be clearly marked as such and are not an indication of the exact final cost to develop the application.
- All estimates will need to be formalized to a quotation before acceptance by either party as the final cost of the application.

Payment Terms

- All quotations provided by Invessel B.V., unless otherwise agreed, require a 50% deposit upon acceptance.
- Unless otherwise agreed, all invoices are due 30 days from the date of issue.
- Any cost arising from payment clearings or transaction charges are solely the responsibility of the client and will be charged as such.
- Invessel B.V. is only required to commence work on the quoted application once any deposited funds have cleared.
- The customer will not be entitled to any service or license in case of any outstanding overdue payments.
- The recurring / renewal price of domain names and server hosting are subject to change as per the market rates.
- Invessel B.V. disclaims all warranties or conditions, whether expressed or implied, (including without limitation implied, warranties or conditions of information and context). We consider ourselves and intend to be subject to the jurisdiction only of the courts of the Netherlands.

Cancellations

- Should the client wish to cancel acceptance of the quotation, Invessel B.V. will invoice the client for any work completed to date, as a percentage of the total work involved.
- The minimum cancellation fee will be 30% of the signed quotation.

Intellectual Property

- Unless otherwise agreed all quotations provided by Invessel B.V., include a source code license. This license grants the client a non-exclusive, perpetual right to the source code developed by Invessel B.V.
- All source code and associated intellectual property relating to said source code, developed by Invessel B.V. remain the sole property of Invessel B.V.
- Any ideas, methods, frameworks or source code that existed prior to the contract and that are incorporated in the application remain the sole property of Invessel B.V. to which a non-exclusive license is granted to the client.

- Any alteration, reverse engineering, or manipulation of any kind on the code, compiled or otherwise, created by Invessel B.V. for the quoted application may be a breach of copyright laws. If said breach is confirmed, penalties will apply under the relevant acts.
- Any costs incurred by Invessel B.V. for third party code licenses required to complete the quoted application are the responsibility of the client and will be solely borne by the client. Any such third party code license will be attached to the existing Invessel B.V. code license for the quoted application.

Permissions and Copyright

- The client will obtain all necessary permissions and authorities with respect to the use of all copy, graphics, logos, names and trademarks and any other material supplied by the client to Invessel B.V.
- Supply of said material by the client to Invessel B.V. shall be regarded as a guarantee from the client that all such permissions and authorities have been sought and obtained for said material.
- No responsibility will be accepted by Invessel B.V. for damages or losses incurred by the client from the use of material for which permission or authority has not been obtained.

Residency Requirements

- Minimum requirements for where the completed application will reside, will be provided on all Invessel B.V. quotations.
- The quoted cost on a Invessel B.V. quotation is only valid if the minimum residency requirements are met or exceeded for said quotation.
- Invessel B.V. can provide, as an additional service, a package that will meet the stated requirements. The package offered will provide the most streamlined and cost-effective installation of the quoted application.
- If a Invessel B.V. package is not used to host the completed application, Invessel B.V. will not be liable for any additional time or resources, above and beyond that already included in the quotation, required to get the completed application installed where the client has asked it to reside.
- Invessel B.V. will bill any additional time and or resources, above and beyond that already included in the quotation, required to get the completed application installed on the clients host.

Errors and Liabilities

- Invessel B.V. will pursue due care to ensure that the developed applications are free of errors.
- Invessel B.V. will correct any errors made its staff in the undertaking of the work.
- Invessel B.V. does not accept responsibility for losses or damages arising from errors within any application.
- Invessel B.V. does not accept responsibility for errors, damages, losses or additional costs that relate to third party products that are required to complete the application.
- Invessel B.V. will pursue due care in the maintenance of the offered hosting package to ensure the highest level of availability.
- In the case of a fault, Invessel B.V. will react quickly to establish the required level of service.
- Invessel B.V. does not accept responsibility for losses or damages arising from data loss or the unavailability of the service.

Modifications

- Any modifications requested by the client after development has begun will incur extra development and regression testing time. Invessel B.V. will inform the client of the estimated additional effort to include the modifications into the final product and possible changes to the delivery planning. Invessel B.V. may require approval of additional cost if the initial proposal allows for this or approval of a new proposal.

- Invessel B.V. will not accept responsibility for any modifications performed by the client or any third party which may cause or induce errors within the quoted application.
- If Invessel B.V. are required to correct said alterations or errors resulting from said modifications, induced, injected or otherwise caused by parties other than Invessel B.V., the client will be charged at the hourly rate that is current for Invessel B.V. at the time said errors are to be fixed.

Completion of Work

- All timeframes offered by Invessel B.V. to the client are estimates. The intrinsic nature of software development and its intricacies do not offer Invessel B.V. the luxury of defining definite timeframes.
- Invessel B.V. will endeavour to complete all work within the estimated timeframes discussed with the client in the quotation. However, Invessel B.V. will not be liable for any penalties, monies or hardships otherwise incurred by the client if the application cannot be delivered within the estimated timeframe.
- Invessel B.V. will not release the quoted application unless all payments have been met under the obligations of the quotation or work agreement.
- If Invessel B.V. does not have control over the residence (see Residency Requirements) where the finished work will reside then full payment must be made prior to said work being released by Invessel B.V.
- The quoted application remains the property of Invessel B.V. Software until all obligations have been met for release of said application to the client.
- If Invessel B.V. is working as a third party to another company, said company is responsible in meeting the obligations for release of the quote application to their client.

Changes to the Site and these Terms and Conditions

This Site and these Invessel B.V. Terms and Conditions may be amended, revised, changed, updated or modified by Invessel B.V. with or without notice. Please review this link on a regular basis for changes. Continued use of this Site following any change to the Invessel B.V. Terms and Conditions constitutes your acceptance of any such change to the Invessel B.V. Terms and Conditions.