

General Terms and Conditions

Nicole Volbeda

Article 1. Definitions

In these general terms and conditions, the following terms are used in the following definition unless expressly stated otherwise;

Illustrator

Ms. N.Volbeda on behalf of the registered company Nicole Volbeda.

Client

The counterparty of Nicole Volbeda.

Assignment

The work to be mutually determined between Client and Illustrator that is to be performed by Illustrator and the conditions under which this is to occur.

Work

A work of literature, science or art as referred to in the Copyright Act.

License

permission to use a work.

Article 2. Application

The general conditions apply to all offers, quotations, work, assignments and agreements between Illustrator and clients.

Article 3. Assignment, offer and modifications

3.1. By signing or confirming the quote in writing/by e-mail, client agrees to the agreements stated therein with regard to delivery times, production costs and description of the final product. Illustrator shall ensure delivery of the final product in accordance with the characteristics as described in the quote at the time of entering into the agreement.

3.2. All prices and costs mentioned in the contact with the client are always exclusive of VAT unless otherwise stated.

3.3. The client accepts that the time schedule of the assignment may be affected if the parties decide to change approach, method or scope of the assignment and the resulting work. If due to the actions of the client interim changes arise in the execution of the assignment, Illustrator will make the necessary adjustments in consultation with the client. If this results in additional work, this will be charged to the Client.

3.4. Illustrator shall be entitled to charge the Client for the additional costs incurred to modify the assignment. Illustrator shall not be able to charge additional costs if the change or supplement to the order is the result of circumstances attributable to Illustrator.

3.5. Upon cancellation of the job, for whatever reason, and Illustrator has already made work hours and these are demonstrable then the client will owe 50% of the agreed rate.

3.6. Illustrator shall (barring delays due to circumstances beyond his/her control) do everything possible to adhere to the agreed delivery times.

Article 4. Payment

4.1. Illustrator shall receive from the Client a fee in the usual currency of Illustrator in respect of the work and/or products performed.

4.2. Illustrator is entitled to charge shipping and material costs. Illustrator is also entitled to charge the following additional unforeseen costs to be incurred by him, provided he can justify them with evidence.

4.3. All invoices will be paid by the client in accordance with the payment terms stated on the invoice. Invoices cannot be changed or adjusted when already paid.

4.4. In the absence of specific conditions, the client shall pay within 14 days of the invoice date.

4.5. Client is fully responsible for additional costs in case of delay in the production process when this condition is not met.

Article 5. Powerlessness

If there are circumstances that impede the proper performance of the agreed work and which are beyond Illustrator's control, Illustrator cannot be held liable for non-compliance with the General Conditions and/or other agreements, and the possible damage to third parties resulting therefrom.

Article 6. Liability

6.1. Illustrator is not liable for errors in the text of the design, when the client has made a check and given his approval, for errors made by third parties or for errors resulting from irrelevant, incomplete, incorrect and/or unreliable data provided by the client.

6.2. Illustrator shall not be liable to pay any damages to Client and others. Unless there is intentional misconduct.

Article 7. Intellectual property rights

7.1. Illustrator guarantees authenticity for its products. Authenticity is a quality attribute of a product by which it can be demonstrated that the product is what it claims to be, that it was made and/or shipped by Illustrator and is not counterfeit or stolen.

7.2. The intellectual property remains with the Illustrator. Under no circumstances may the Client commission another party to imitate. It is also not allowed for the Client to adapt or change the product in form and/or appearance.

7.3. Illustrator is at all times entitled to sign her work, and at all times retains the right to use the delivered product for her own promotional purposes, including display on the Internet, unless otherwise agreed.

7.4. In published photographs that feature the illustrator's products, the client is required to name the illustrator.

7.5. The fee to be paid by the Client shall entitle only the use of the illustration(s) as stated and agreed upon on the contract or otherwise (in writing, or by e-mail).

7.6. All items delivered to Client shall remain the property of Illustrator, until paid for by Client.

Article 8. License

8.1. Before using a work of the Illustrator, the Client should have obtained prior copyright permission from the Illustrator. Permission can only be granted by the Illustrator if the Client has submitted a written request for permission.

8.2. The moment the Illustrator grants written permission for the use of a work, a license agreement is established between the Client and Illustrator. Permission will be considered granted only when all conditions have been met. Use that does not meet all conditions is considered use without a license.

8.3. If permission to use a work is granted, this includes only the right to a single use or to use it during the agreed period. Furthermore, the permission shall only extend to use in unaltered form for a purpose, circulation and manner as envisaged by the parties when entering into the agreement. A new application must be made for any other use. In case of incorrect use of the work by the Client, the Client will place a rectification after request by the Illustrator.

8.4. Licenses granted by the Illustrator shall not count as a declaration to be invoked against the Illustrator or the artists or rights holders represented by her as to the authenticity as a work of the artist.

8.5. When using a work, the client shall observe the personality right in accordance with Article 25 of the Copyright Act 1912, regarding attribution (see Article 9) and respect for the work. The client shall refrain from altering, deforming, mutilating and otherwise damaging the work.

Article 9. Copyright notice

A clear and complete copyright notice must always be placed under or with the work depicted. The correct copyright notice is as follows:

© Nicole Volbeda, original title work, (possibly followed by translation of title), year of creation.

If more works by different artists are featured in one publication, inclusion of the following text in the colophon or credits will suffice:

Illustrations by Nicole Volbeda, 20XX

In addition, the client agrees to include in an appropriate place the title of the reproduced work and the name of the author of the work

Article 10. Conclusion of assignment

The assignment is closed in the financial sense if the settlement is approved by the client. The client must respond within a period of 14 days after the invoice date. If the client does not respond within this period, the settlement is deemed approved.

Article 11. Damages

If any of the above conditions are not or not fully met and the author's rights are thereby violated, the Illustrator shall be entitled to claim, in addition to copyright compensation, the flat-rate damages listed below and, if necessary, to take other legal action.

Use without a license:

200% of the copyright fee with a minimum of €100.

Use without proper attribution (see Article 9):

100% of the copyright fee with a minimum of €100.

Use stating false name:

200% of the copyright fee with a minimum of €100.

Violation of integrity by alteration or impairment of work (see Article 7):

200% of the copyright fee with a minimum of €100.

Combination of the above violations:
300% of the copyright fee with a minimum of €100.

The damages listed are only directional. The illustrator reserves the right to deviate from them.