

1. Introduction

Hijlkema Codes, acting under the stylized name "Hijlkema.Codes"

Address:

Hobbesteeeg 31

1941CA, Beverwijk

2. Applicability

These conditions are applicable for every quotation and contract between Hijlkema.Codes and other parties. These conditions are applicable on each and any contract, unless explicitly otherwise.

3. Quotations

Quotations made by Hijlkema.Codes are valid for 15 days, unless specified. Hijlkema.Codes is only bound to deliver when the client gives written permission within this term.

4. Execution

1. Hijlkema.Codes will try to her best power and knowledge to deliver work of good craftsmanship.
2. Wherever and whenever this requires third party solutions those can be used by Hijlkema.Codes
3. The client shall deliver all required data as per request of Hijlkema.Codes. Logically data that can be presumed should be shared, has to be shared as well. All shared information must be delivered in a timely manner. If any required information is late Hijlkema.Codes has the right to cancel or charge the client additional costs.
4. Hijlkema.Codes is not liable for any damage or consequences suffered from incorrect data supplied by the client.
5. If a quotation is split into multiple phases that can be executed separately Hijlkema.Codes has the ability to hold work on future phases until these have been subsequently approved after delivery of the previous phase.

5. Term of execution

Any agreed upon term of execution is not a strict term, unless written agreements define otherwise. When term of execution has been exceeded the client must give written notice of default.

6. Intellectual ownership

1. All pieces made by Hijlkema.Codes like software, are licensed for use only by the client. The client shall not copy, share, make public, or bring to the attention of third parties any piece of software delivered.
2. All pieces of software made by Hijlkema.Codes are delivered as is and to be used only by the client. It is not permitted to make modifications to any software that is being used by the client.
3. Software licenses are shared on a per use base by Hijlkema.Codes. The client is allowed to use the software created and can expect security fixes for as long as there is a working contract between Hijlkema.Codes and the client. Any other patches or upgrades shall be done based on a quotation.
4. Following the previous statements all source code written, designed and modeled by Hijlkema.Codes is the intellectual property of Hijlkema.Codes. The client can make no claims on any software handed over to them for use.

7. Discontinuation of contract

1. After discontinuation of the contract between the client and Hijlkema.Codes any trace of storage will be emptied. If requested by the client a copy of the latest state of all data will be handed over as CSV (Comma Separated Values) file. If the client does not request this data before termination it is assumed the data is not requested for transfer.
2. Any piece of software developed by Hijlkema.Codes for the client is owned by Hijlkema.Codes. After termination of contract it is no longer permitted to use any software delivered by Hijlkema.Codes, and any services that function in the cloud will cease to exist immediately after the termination date.
3. Attribution is default for all software developed by Hijlkema.Codes, unless otherwise agreed upon. If at a later state attribution is to be removed a new quotation shall be made to remove the attribution and additional yearly license fees shall occur.

8. Deposit

Hijkema.Codes requires a deposit on any quotation above € 2.500,00 of 40% before starting any development. This amount needs to be paid in full within 14 days of signing by the client

9. Force majeure

In case of force majeure in the general term, or when suppliers make Hijkema.Codes unable to deliver within the agreed upon term, Hijkema.Codes will not be in default or liable for any loss. Hijkema.Codes is not obligated to pay damages.