

Terms & Conditions JayKay-Design S.C.

1. Order process
 - a. Contact person: The customer chooses a person responsible for the communication, during the entire project, between the customer and a designated person at JayKay-Design S.C.. In exceptional cases additional people can be brought in contact to elaborate on technical details.
 - b. Estimate (Quote): All the necessary requirements for the project are collected in one or more meetings with the customer. This information is used as the base for the estimate.
The cost for an estimate of a project that can not be completed with standard products will be charged to the customer.
The estimate is price fixing.
The work which is not listed in the estimate is regarded as a separate order.
 - c. Order Confirmation: The order is accepted if the payment terms (see 3.) have been fulfilled and the estimate has been returned signed.
2. Schedule: The date for the completion of the project is defined in the estimate. If this date is not met by JayKay-Design S.C. a reduction of the project's price can be negotiated.
The delay in the delivery of source material by the customer will follow in an equivalent delay in the delivery by JayKay-Design S.C..
Delays caused by force majeure, illness, death, etc. are exempt from those situations.
3. Terms of Payment: If not otherwise mentioned in the estimate, the following conditions apply:
 - a. Amount: Returning customers with an order budget of more than €800 and new customers regardless of the order's budget pay 50% as confirmation of the estimate. The remaining amount is paid upon project completion.
 - b. Payment goal: The due amount shall be paid latest 30 days after the invoice was received. For any delay a monthly fee of 5% of the order's budget can be charged.
4. Warranty: Defects or deficiencies in the project that were not discovered until after the project's completion can be pointed out by the customer by latest 90 days after the project's completion and have to be fixed by JayKay-Design S.C. without any further costs.
5. Contents: The customer is the sole responsible for the contents of the project created by JayKay-Design S.C.. JayKay-Design S.C. keeps the right to refuse projects that contain illegal material or allow illegal activities.
6. Privacy: JayKay-Design S.C. treats project contents which are not publicly available and access information which will allow access to internal project sections as confidential.
7. Liability: JayKay-Design S.C. deprives any liability for indirect losses which the customer has through the project with JayKay-Design S.C..
8. Intellectual property: JayKay-Design S.C. grants only the right of usage for all intellectual, artistic and creative work done during the project. The right of ownership is not transferred. Source files for design and source code for applications remain the property of JayKay-Design S.C..

9. Premature termination of a project: Will the project be terminated because of lack of consent the work already completed by JayKay-Design S.C. must be paid.
10. Place of fulfilment: The place of fulfilment is Barcelona, Spain.

Date: March 29th 2010