

General Terms and Conditions

For business engagements covering websites, workspaces, integrations, hosting and maintenance.

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1 MAVAWI and the client

Mavawi is a sole proprietorship with its business and correspondence address at Hugo de Grootstraat 83, 4416 EE Kruiningen, Netherlands, registered with the Dutch Chamber of Commerce under number 42188761. This is not a visitor address; Mavawi currently has no visitor premises. Website: <https://mavawi.com>. Please contact us by email at info@mavawi.com. Contact person: Marco van Witsen. Below we use the brand name MAVAWI. In these terms, the client is an individual or legal entity acting in the course of a business or profession. These terms have not been prepared for consumer engagements.

2 Application and order of precedence

These terms apply where they have been declared applicable and made available to the client in a form that can be retained before or when the contract is concluded. The client's terms are expressly rejected unless MAVAWI accepts them in writing.

In the event of a conflict, a specifically agreed written arrangement takes precedence over these general terms. Specific data processing arrangements take precedence on personal data processing matters. Changes to these terms do not automatically apply to existing contracts.

3 Introduction and contract

An initial introduction and a website enquiry are non-binding and do not commission paid work. Any paid investigation or further Discover phase is agreed separately in advance.

The contract is concluded by written acceptance of a sufficiently specific offer, including acceptance by email or digital approval. The offer describes the work, price or calculation method, schedule and relevant recurring costs. Project proposals and quotations have a response and validity period of 30 days from the quotation date, unless a different period is agreed in writing. After expiry, the client may request a renewed offer. Changes to an offer require renewed written agreement.

4 Scope of the work

MAVAWI develops and improves websites, workspaces and digital processes and may provide integrations, hosting, domain registration and maintenance. Only agreed components are included. The Discover, Design, Build, Launch and Evolve approach does not by itself determine which work has been ordered.

We record features, deliverables, supported environments and material dependencies. Integration with existing software depends on access, technical capabilities and rights granted by the relevant supplier. We investigate this within the agreed scope. New dependencies are discussed before additional work is undertaken.

5 Performance and cooperation

MAVAWI works with the care and expertise reasonably expected of a professional service provider. We deliver the agreed functionality and perform other services as agreed. We do not guarantee particular revenue, search rankings or time savings unless expressly agreed in measurable terms.

The client supplies accurate information, access rights, content and decisions on time and is entitled to use the data and materials supplied. The client remains responsible for its business decisions and legal obligations. MAVAWI remains responsible for its own work and warns of apparent problems.

Schedules are targets unless a date is expressly agreed as a strict deadline. We promptly report delays affecting the schedule and agree next steps.

6 Changes and additional work

Changes to features, content or approach are discussed in advance, including their effect on price and schedule. Additional work is performed only after written approval of its scope and price or calculation method. For hourly work, we provide timely notice if an agreed budget is likely to be exceeded. An increased budget is not assumed without agreement.

7 Prices and payment

Prices are in euros and exclude value added tax unless stated otherwise. The rate, project price, any advance payments and payment milestones are set out in the offer. A rate agreed for a particular client does not automatically apply to other engagements.

Unless otherwise agreed, payment is due within 14 days of the invoice date. Substantive objections must be raised as soon as reasonably possible; the undisputed portion remains payable. In the event of late payment, MAVAWI first sends a reminder allowing a reasonable period to remedy the failure. Applicable statutory commercial interest and reasonable collection costs permitted by law may then be charged.

Price changes for ongoing services require a written arrangement. Without one, existing prices continue until the parties agree new arrangements or lawfully terminate the service.

8 Review and delivery

MAVAWI gives written notice when a deliverable is ready for review. The client checks compliance with the agreed requirements within 14 days and describes any deviations as specifically as possible. If no response is received, we follow up and send a reminder; silence does not automatically constitute acceptance.

Deviations from agreed functionality are remedied within a reasonable period. New requirements are not defects and may constitute additional work. Acceptance is recorded in writing. Acceptance does not extinguish rights concerning latent defects or applicable statutory rights. Public launch requires separate approval.

9 Hosting and domain name

If hosting and a domain name are included with a website, the offer identifies the domain name, hosting capacity, initial period covered and renewal charges. Included does not mean unlimited or free for life. Domain registration is subject to availability and registry rules.

Where possible, a domain is registered in the client's name unless otherwise agreed in writing. We record the registrant and who manages access. On termination, we reasonably cooperate with migration and transfer of necessary codes and access. Any additional migration work and charges are agreed in advance.

Third-party services and relevant terms are disclosed before the engagement. Using third parties does not automatically release MAVAWI from its own contractual obligations.

10 Maintenance and continuity

Maintenance and technical management of software developed by MAVAWI are performed by MAVAWI. The scope, charges, duration and termination of maintenance are agreed in writing in advance. Granting a licence does not mean maintenance is included without limit or free of charge. Remedying defects in the original deliverable remains subject to article 8.

We specify who applies security updates, who makes back-ups, their retention period and how restoration is tested and requested. While providing hosting, MAVAWI remains responsible for appropriate security within its remit.

A response time is not a resolution time. Guaranteed availability, round-the-clock support or recovery within a fixed period applies only if separately agreed in writing. Planned maintenance is announced where reasonably possible. Incidents are handled according to severity and impact.

The client protects its own accounts and immediately reports suspected misuse. The parties address security risks jointly. Third-party maintenance and modifications are coordinated in advance, without prejudice to mandatory legal rights. Liability is assessed under article 13.

11 Rights in software and content

The client retains its rights in supplied content, its own names and logos, and data. MAVAWI receives only the rights of use needed to perform the engagement.

Intellectual property rights in software, designs and reusable components developed by MAVAWI remain with MAVAWI to the extent those rights belong to MAVAWI. MAVAWI's brand, trade name and own identifying marks also remain with MAVAWI. The contract does not transfer these rights to the client. Third-party rights remain respected.

After payment, MAVAWI grants the client a non-exclusive licence for the agreed business purpose, including use by its staff and other agreed users. This is a software licence, not an assignment of copyright or trademark rights. For paid one-off custom deliverables, the licence is indefinite; hosting and subscription services may have their own term. Maintenance remains with MAVAWI under article 10.

Delivery of source code, additional modification rights or different licence arrangements are agreed separately in writing. Mandatory statutory rights continue to apply. Open-source software and third-party components remain subject to their own licences; relevant restrictions are disclosed in advance. Use of the client's name, logo, screenshots or results as a reference requires separate approval.

12 Confidentiality and personal data

The parties handle confidential information carefully and share it only to perform the engagement or where required by law. This obligation continues after termination.

Before MAVAWI processes personal data on the client's behalf, the parties establish the required processing arrangements, including instructions, security, subprocessors, incident reporting and return or deletion. These general terms and MAVAWI's own privacy notice do not replace those arrangements. MAVAWI acts as an independent controller for its own contact and administration data.

13 Liability

MAVAWI is liable for loss legally attributable to a breach by MAVAWI. This includes demonstrable loss of revenue directly resulting from faulty programming attributable to MAVAWI. The absence of a revenue guarantee in article 5 does not exclude this liability.

The client substantiates the programming error, its causal link to the loss and the amount of the loss using reasonably available evidence. Compensation covers actual loss legally attributable to the breach. Calculation of loss resulting from lost revenue takes account of factors including saved costs; lost gross revenue does not automatically equal the compensable loss.

MAVAWI is not liable to the extent loss is caused by misuse by the client or its users, such as use contrary to clear instructions or the agreed purpose. An incorrect action does not automatically exclude liability where the loss also results from a programming error, inadequate instructions or another MAVAWI breach. Where causes overlap, loss is apportioned under applicable law.

The client reports errors and loss as soon as reasonably possible. Where legally required, MAVAWI is given a reasonable opportunity to remedy the error. The parties take reasonable measures to limit further loss. Remedying the error does not automatically extinguish an existing compensation claim.

These terms contain no general financial cap on liability and do not exclude revenue loss resulting from attributable programming errors. Statutory requirements and mandatory protections continue to apply.

14 Events beyond reasonable control

A party is not required to perform while prevented by circumstances for which it is not legally responsible. A supplier outage, cyber incident or staffing issue is not automatically such an event; its cause, precautions taken and opportunities to mitigate it are relevant.

The affected party promptly informs the other and limits the consequences as far as reasonably possible. If the situation continues for more than 30 days, either party may terminate the affected part in writing. Usable work already delivered is fairly settled; prepayments for undelivered performance are refunded.

15 Duration and termination

A project ends after performance and settlement, subject to continuing obligations. If the client terminates early, demonstrably completed work and pre-approved unavoidable costs are settled, taking applicable law and savings into account.

Either party may terminate an ongoing service without an agreed fixed term on one month's notice. A fixed term or renewal applies only where expressly stated in the contract. Unavoidable external domain or licence costs are explained in advance.

For a material breach, the other party first receives written notice allowing a period to remedy it, unless legally unnecessary. Suspension is announced in advance and remains proportionate. An acute security risk may require immediate targeted restrictions.

On termination, the parties coordinate export, handover and deletion. A standard export of available client data remains available for 30 days after termination unless the data processing arrangements require a different period. Additional migration assistance is quoted in advance. Back-ups expire under the agreed cycle.

16 Complaints and governing law

Please report complaints as soon as reasonably possible to info@mavawi.com. The parties seek a solution before referring a dispute to court. Dutch law governs the contract. Disputes are submitted to the court having jurisdiction under applicable law.

If a provision is invalid, the remaining provisions remain effective as far as possible. The parties discuss a valid replacement that comes as close as possible to the original purpose. In the event of differences in interpretation between the Dutch text and English translation, the Dutch version prevails, without prejudice to mandatory legal protection.