

GENERAL TERMS AND CONDITIONS

These terms apply to UX/UI design, digital product development, automation, and AI agents. Unlike visual production and branding, where I retain copyright and you purchase a usage license, the delivered work fully transfers to you once the invoice is paid. These terms govern that transfer, along with the agreements specific to construction and AI work. For visual production and branding, a separate appendix on Usage Rights & Copyright applies.

WHY APART.

In visual production and branding, I retain the copyright and sell a usage license. In User Experience (UX) and User Interface (UI) design and AI, it is the opposite: you have something built that is then entirely yours. These terms govern that transfer, plus the points that are specific to construction and AI work.

01. APPLICABILITY AND AGREEMENT

These terms apply to every UX/UI or AI assignment for Nick Frens Studio. The client agrees upon accepting the quote, confirming the assignment, or - in the absence of that - upon using the delivered work and paying the invoice.

02. TRANSFER OF RIGHTS

The copyright and all other rights to the work created specifically for this assignment - designs, files, source code, and configuration - are fully transferred to the client at the moment the invoice is fully paid. Until that moment, all rights remain with Nick Frens Studio and use is not permitted.

Excluded from the transfer are: pre-existing components, proprietary libraries, tools, and general methods of the creator. The client receives a non-exclusive, perpetual usage right as far as necessary to use and maintain the delivered work.

03. THIRD-PARTY COMPONENTS AND LICENSES

The work may contain components from third parties: open-source libraries, fonts, plug-ins, hosting services, and AI models. The licensing terms of those third parties apply; these are outside this transfer. The client is responsible for any ongoing subscriptions and licensing costs after delivery.

04. PORTFOLIO

Nick Frens Studio retains the right to showcase the work in its portfolio and for its own promotion, unless otherwise agreed. If the work contains confidential or competitively sensitive information, an embargo or anonymization may be agreed upon.

05. SCOPE AND ADDITIONAL WORK

The quote describes the agreed scope. Work outside of that - additional screens, extra integrations, additional revision rounds - is considered additional work and will be coordinated in advance and billed separately at the applicable hourly or daily rate.

Standard is one revision round included, unless the quote states otherwise.

06. HANDOVER AND APPROVAL

After handover, the client has 10 working days to review the work. If no written response is received within this period, the work is deemed approved. Any defects reported within the timeframe will be rectified within the agreed scope.

07. AI-SPECIFIC: NATURE AND LIMITS OF THE OUTPUT

AI agents and automations are built on third-party models and services. The output is not fully predictable and may contain inaccuracies. Nick Frens Studio delivers the agent to the best of its ability and tests it within the agreed scope, but:

does not guarantee error-free or uninterrupted operation;
is not liable for decisions or actions taken based on the output;
is not responsible for changes in underlying models, APIs, or third-party pricing after handover.

The client is responsible for human oversight of the agent when used in practice, and for compliance with applicable laws and regulations (including privacy and the AI regulation) within their own organization.

08. DATA AND CONFIDENTIALITY

Both parties treat non-public information confidentially. If the agent processes personal data, the parties will, if necessary, create a separate processing agreement. Nick Frens Studio does not retain the client's production data longer than necessary for the assignment.

09. PAYMENT AND TERMS

Payment within 14 days of the invoice date. For larger assignments, a deposit is required in consultation. In case of delay, the statutory commercial interest (art. 6:119a BW) and collection costs in accordance with the WIK are due. The transfer of rights from article 02 only takes place after full payment.

10. CANCELLATION

Cancellation can be done in writing. Work already performed and costs incurred will be charged proportionately. In case of cancellation of a scheduled sprint or day activity within 5 working days before commencement, 50% will be charged, and within 48 hours, 100%.

11. LIABILITY

The liability of Nick Frens Studio is limited to the invoice amount of the relevant assignment. Nick Frens Studio is not liable for indirect damage or consequential loss. In case of force majeure, a new schedule will be made in consultation without either party being liable for damages.

12. APPLICABLE LAW

Dutch law applies to these terms.

General Terms and Conditions, V1.0
Chamber of Commerce 42089990
NL005487820B56

nick frens
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