

Terms and Conditions

Article 1 – General

- 1.1 These terms and conditions apply to every offer, quotation and agreement between the Contractor, hereinafter referred to as: “TMO Landscape Studio”, and a “Client” to which TMO Landscape Studio has declared these terms and conditions applicable. These conditions apply insofar the parties have not deviated explicitly in writing.
- 1.2 TMO Landscape Studio explicitly rejects the applicability of general terms and conditions of its Client.

Article 2 – Quotations

- 2.1 All quotations and offers from TMO Landscape Studio are valid for 2 months. TMO Landscape Studio cannot be held to its quotations or offers if the Client can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or clerical error or if unforeseen additional work occurs during the performance of work. Offers or quotations do not automatically apply to future orders.
- 2.2 The Client guarantees the correctness and completeness of the information provided by or on its behalf to TMO Landscape Studio on which TMO Landscape Studio bases the quotation.
- 2.3 The prices stated in an offer are exclusive of VAT, unless stated otherwise.
- 2.4 Assignments are confirmed in writing by the Client. Written is understood to mean; by letter or e-mail.

Article 3 – Agreements

- 3.1 The agreed work will be started as soon as possible after a written order and delivery of the required material. If the agreed delivery time is likely to be exceeded, this will be notified as soon as possible.
- 3.2 TMO Landscape Studio is entitled to execute the agreement in different phases and to invoice the part thus executed separately. If the agreement is executed in phases, TMO Landscape Studio can suspend the execution of those parts that belong to a following phase until the Client has approved the results of the preceding phase in writing.
- 3.3 If during the execution of the agreement it appears that it is necessary for a proper execution thereof to change or supplement it, then the parties will proceed to adapt the agreement in good time and in mutual consultation. The Client accepts the possibility of changing the agreement, including the change in price and term of execution.
- 3.4 Without being in default, TMO Landscape Studio can refuse a request to amend the agreement if this could have consequences in terms of quality and / or quantity, for example for the work to be performed or goods to be delivered in that context.
- 3.5 If the Client should be in default in the proper fulfillment of what he is obliged to do towards TMO Landscape Studio, then the Client is liable for all damage (including costs) on the part of TMO Landscape Studio that arises directly or indirectly as a result.
- 3.6 Before proceeding to production, reproduction or publication, TMO Landscape Studio will give the Client the opportunity to check and approve the submitted work. At the request of TMO Landscape Studio, the Client must confirm his approval in writing.

Article 4 – Suspension, dissolution and termination

- 4.1 TMO Landscape Studio is authorized to suspend the fulfillment of the obligations or to dissolve the agreement immediately and with immediate effect if:
- The Client does not, not fully or not timely fulfill the obligations under the agreement;
 - After the conclusion of the agreement TMO Landscape Studio becomes aware of circumstances that give good reason to fear that the Client will not fulfill its obligations;
 - If, due to the delay on the part of the Client, TMO Landscape Studio can no longer be expected to fulfill the agreement under the originally agreed conditions;
 - If circumstances arise of such a nature that fulfillment of the agreement is impossible or unaltered maintenance of the agreement cannot reasonably be expected of TMO Landscape Studio.
- 4.2 If the agreement is dissolved, the claims of TMO Landscape Studio on the Client are immediately due and payable. If TMO Landscape Studio suspends the fulfillment of the obligations, it retains its rights under the law and agreement.
- 4.3 If TMO Landscape Studio proceeds to suspension or dissolution on the grounds as referred to in this article, it is under no circumstances obliged to compensate damage and costs arising in any way or compensation, while the Client, on account of breach of contract, is obliged to pay compensation or compensation.
- 4.4 If the agreement is terminated prematurely by TMO Landscape Studio, TMO Landscape Studio will, in consultation with the Client, ensure the transfer of work still to be performed to third parties. This unless the cancellation is attributable to the Client.
- 4.5 Unless the premature termination is attributable to TMO Landscape Studio, the costs for transfer will be charged to the Client. The Client is obliged to pay these costs within the term specified by TMO Landscape Studio, unless TMO Landscape Studio indicates otherwise.
- 4.6 If the Client cancels an agreement in whole or in part, the goods prepared for this, plus the working time, will be charged in full to the Client.

Article 5 – Force majeure

- 5.1 TMO Landscape Studio is not obliged to fulfill any obligation towards the Client if it is prevented from doing so as a result of a circumstance due to force majeure.
- 5.2 Force majeure means, in addition to what is understood in this respect in law and jurisprudence, all external causes, foreseen or unforeseen, on which TMO Landscape Studio cannot exert influence and as a result of which TMO Landscape Studio is unable to fulfill its obligations.
- 5.3 TMO Landscape Studio can suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, then each of the parties is entitled to dissolve the agreement, without any obligation to pay compensation to the other party.
- 5.4 If TMO Landscape Studio at the time of the occurrence of force majeure has meanwhile partially fulfilled its obligations under the agreement, and the fulfilled part has independent value, TMO Landscape Studio is entitled to invoice the already fulfilled part separately. The Client is obliged to pay this invoice as if it were a separate agreement.

Article 6 – Payment conditions

- 6.1 TMO Landscape Studio ensures timely invoicing. In consultation with the Client, TMO Landscape Studio may charge the agreed fee and costs as an advance, in the interim or periodically.
- 6.2 Payment must always be made within 15 days of the invoice date.
- 6.3 TMO Landscape Studio may suspend the execution of the assignment after the payment term has expired and the Client still fails to pay within 15 days after being reminded in writing, or when TMO Landscape Studio must understand through a communication or conduct of the Client. that payment will not be made.
- 6.4 If the Client has exceeded the first payment term, TMO Landscape Studio will send a payment reminder with a payment term of seven days. If the Client has also exceeded the payment term of the payment reminder, TMO Landscape Studio will send a first warning with a payment term of five days. If the Client has also exceeded the payment term of the first warning, TMO Landscape Studio will send a final warning with a payment term of three days. The costs of reminders will be charged to the Client.
- 6.5 If the Client fails to pay the invoice on time, the Client will be in default by operation of law from this moment. The Client then owes a statutory interest of 2%. The interest on the due amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due. Both extrajudicial and judicial collection costs, lawyers and bailiffs incurred in connection with late payments are at the expense of the Client.
- 6.6 TMO Landscape Studio can, without being in default, refuse an offer for payment if the Client indicates a different order for the allocation of the payment. TMO Landscape Studio can refuse full payment of the principal sum, if the open and accrued interest and collection costs are not also paid.
- 6.7 Objections to the amount of an invoice do not suspend the payment obligation.
- 6.8 In addition to the agreed fee, the costs that TMO Landscape Studio incurs for the execution of the assignment, such as office, travel and accommodation costs, costs for prints, copies, and costs of third parties for advice, production and guidance, etc., will be eligible for reimbursement. These costs are specified in advance as much as possible.
- 6.9 If TMO Landscape Studio is forced to perform more or other activities due to the late or non-delivery of complete, reliable and clear data / materials, due to an amended or incorrect assignment or briefing, or due to external circumstances, these activities will be carried out separately and honored, based on the usual payment rates applied by TMO Landscape Studio. TMO Landscape Studio will inform the Client about this in advance, unless this is not possible due to circumstances or the nature of the work does not allow postponement.

Article 7 – Retention of title

- 7.1 All goods delivered by TMO Landscape Studio in the context of the agreement remain the property of TMO Landscape Studio. This applies to all products that TMO Landscape Studio delivers.
- 7.2 Goods delivered by TMO Landscape Studio that, pursuant to paragraph 1, are subject to retention of title, may not be resold and may never be used as a means of payment. The Client is not authorized to pledge or encumber in any other way the goods falling under the retention of title.
- 7.3 If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereon, the Client is obliged to immediately inform TMO Landscape Studio thereof.
- 7.4 In case TMO Landscape Studio wishes to exercise its property rights indicated in this article, the Client gives unconditional and irrevocable permission in advance to TMO Landscape

Studio and third parties to be designated by TMO Landscape Studio to access all those places where the properties of Pura -web are located and take back those things.

Article 8 – Copyright

- 8.1 TMO Landscape Studio reserves the rights and powers that accrue to it on the basis of the Copyright Act and other intellectual laws and regulations. TMO Landscape Studio has the right to use the knowledge gained through the execution of an agreement for other purposes, insofar as no strictly confidential information of the Client is disclosed to third parties.
- 8.2 The parties can agree that the rights referred to in the first paragraph are transferred in whole or in part to the Client. This transfer and any conditions under which the transfer takes place are always recorded in writing. Until the moment of transfer, a right of use is granted as regulated in paragraph 9.1 of these General Terms and Conditions.
- 8.3 TMO Landscape Studio has the right at all times to mention or remove its name on, at or in publicity around the result of the assignment – in the manner usual for that result.
- 8.4 After completion of the assignment, neither the Client nor TMO Landscape Studio have any obligation towards each other with regard to the materials and data used, unless otherwise agreed.

Article 9 – Right of use

- 9.1 When the Client fully complies with its obligations under the agreement with TMO Landscape Studio, it obtains the right to use the result of the assignment. The right to use is exclusive, unless otherwise agreed.
- 9.2 The Client is responsible for obtaining licenses from third parties for copyright material that will be used in end products. Copyright material includes: design plans and other drawings, photos and other imagery.
- 9.3 TMO Landscape Studio has, with due regard for the interests of the Client, the freedom to use the results for its own publicity, acquisition of assignments, promotion, etc.

Article 10 – Warranty

- 10.1 TMO Landscape Studio guarantees that the delivered work has been designed by or on behalf of it and that, if the result is copyrighted, it is regarded as the creator within the meaning of the Copyright Act and that it can dispose of the work as copyright holder. TMO Landscape Studio guarantees that the result of the assignment at the time of its realization, insofar as it knows or should reasonably know, does not infringe the rights of third parties or is otherwise unlawful.
- 10.2 The goods to be delivered by TMO Landscape Studio meet the usual requirements and standards that can reasonably be set at the time of delivery.
- 10.3 The guarantee referred to in paragraph 2 of this article applies for a period of one month from the moment of delivery, unless the nature of the delivery dictates otherwise or the parties have agreed otherwise. Any warranty will lapse if the Client adapts or edits the product itself.

Article 11 – Indemnity

- 11.1 When the Client uses the results of the assignment, the Client indemnifies TMO Landscape Studio against all third-party claims arising from the applications or the use of the result of the assignment.

- 11.2 If TMO Landscape Studio should be addressed by third parties on this account, the Client is obliged to assist TMO Landscape Studio both extrajudicially and in law and to immediately do everything that may be expected of him in that case. If the Client fails to take adequate measures, TMO Landscape Studio is entitled to do so itself without notice of default. All costs and damage on the part of TMO Landscape Studio and third parties that arise as a result, are fully for the account and risk of the Client.

Article 12 – Liability

- 12.1 TMO Landscape Studio is not liable for the consequences of inaccuracies and / or incompleteness of data provided by the Client in the context of the assignment. The responsibility for the end product is taken over by the Client after TMO Landscape Studio has submitted the design for assessment and the design has been approved by the Client.
- 12.2 TMO Landscape Studio is not liable for defects in the operation of the result of what has been agreed when it has been adjusted by the Client himself or a third party.
- 12.3 If TMO Landscape Studio should be liable, then this liability is limited to what is stated in this article.
- 12.4 TMO Landscape Studio is only liable for direct damage. Direct damage is exclusively understood to mean:
- a. The reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions;
 - b. Any reasonable costs incurred to have TMO Landscape Studio's defective performance comply with the agreement, insofar as these can be attributed to TMO Landscape Studio;
 - c. Reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to limitation of direct damage as referred to in these general terms and conditions.
- 12.5 TMO Landscape Studio is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business or other stagnation.
- 12.6 If TMO Landscape Studio should be liable for any damage, the liability of TMO Landscape Studio is limited to a maximum of the invoice value of the order, at least to that part of the order to which the liability relates.
- 12.7 Any liability expires after one week from the time the assignment is completed.

Article 13 – Amendments of terms and conditions

- 13.1 TMO Landscape Studio has the right to amend or supplement these general terms and conditions.
- 13.2 Changes also apply to agreements already concluded with due observance of a period of thirty days after written notification of the change.
- 13.3 If the Client does not agree with the amended general terms and conditions, he is entitled to dissolve the agreement with effect from the amendment date of the general terms and conditions or within fourteen days after the date of receipt of the amendment of the general terms and conditions if this date of receipt is after the effective date. of the change.

Article 14 – Applicable law

- 14.1 All legal relationships to which TMO Landscape Studio is a party are exclusively governed by Spanish law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Convention is excluded.
- 14.2 The parties will only appeal to the courts after they have made every effort to settle a dispute in mutual consultation.

Article 15 – Other provisions

- 15.1 The risk of loss, damage or depreciation transfers to the Client at the moment when goods are brought under the control of the Client.
- 15.2 During 10 days after delivery, the Client has the opportunity to report clearly described defects in the delivered products to TMO Landscape Studio. If the complaint is justified, TMO Landscape Studio will try to remedy these defects. If no defects are reported to TMO Landscape Studio within the specified period, any possibility of complaint will lapse. The incorrect information provided by the Client that leads to defects in the delivered goods is expressly not understood as “defects”.
- 15.3 Making a complaint does not entitle the Client to suspend or compensate payments.
- 15.4 The Client is not permitted to transfer any right from an agreement concluded with TMO Landscape Studio to third parties, other than in the event of transfer of his entire company or with the written permission of TMO Landscape Studio.
- 15.5 The parties are obliged to maintain confidentiality of all confidential information, facts and circumstances that come to the knowledge of the other party in the context of the assignment, from each other or from another source, of which it can reasonably be understood that disclosure or communication to third parties TMO Landscape Studio or the Client could cause damage. Third parties involved in the performance of the assignment will be bound by the same confidential treatment with regard to these facts and circumstances originating from the other party.
- 15.6 Deviations in the (final) result from what has been agreed are no reason for rejection, discount, compensation or dissolution of the agreement, if these deviations, taking all circumstances into account, are reasonably of minor importance.
- 15.7 Unless otherwise agreed, TMO Landscape Studio's assignment does not include:
- a. performing tests, applying for permits and assessing whether instructions from the Client meet legal or quality standards;
 - b. conducting research into the existence of rights, including patent rights, trademark rights, drawing or design rights, copyrights or portrait rights of third parties;
 - c. conducting research into the possibility of the conditions referred to in sub b. possible forms of protection referred to for the Client;

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