

SUPPLEMENTARY TERMS AND CONDITIONS | VERSION 1.2. JUNE 2012 For Commissions of Website Design of Passaat Graphic & Web Design Inc.

1. Specifications

The client and the contractor will jointly determine what specifications the website will have to meet and to what extent the design agency will be involved in maintaining the website.

2. Contacts

The client and the contractor will both designate a contact who will be authorized to take any decisions associated with the commission.

3. State of the art

The contractor will carry out the commission to the best of his ability thereby duly observing the current state of the art.

4. Correct supply of materials

The client shall ensure that software, materials or data supplied by or on behalf of him are supplied to the contractor correctly, completely and timely and are suitable to be used by the contractor to carry out the commission.

5. Warranty clause

The contractor will correct any defects in the website which are due to the contractor's failure to comply with the stated specifications within month after installation.

Notwithstanding the above, if an acceptance test has been agreed, the contractor will correct such defects in the website within 14 days after the end of the test period, to the extent that such defects are associated with modifications/improvements made during the test period. The client shall inform the contractor in writing of the above-mentioned defects.

6. Cessation of warranty

The contractor will not be required to correct any defects caused by the client, by third parties of that are due to a change of circumstances of which the contractor was not aware or should not have been aware upon conclusion of the agreement. The warranty obligation will cease if the client modifies, or commissions any modifications to, the software without the contractor's consent or if the client itself attempts to correct any defect in any manner whatsoever without the contractor's written consent.

7. Test period

If an acceptance test has been agreed, the test period will be 14 days, unless otherwise agreed in writing. The client may not make the website public during the test period.

8. Additional services by the contractor

The contractor will register domain names and set up security, control, maintenance and system management procedures to secure, control and maintain the system only if and as provided expressly as part of the commission.

9. Hiring providers and other suppliers of services

If the contractor recommends hiring a certain provider or other supplier of services with a view to the website's operation, the contractor will no be liable for any failure of that supplier to fulfil its obligations.

10. Additional work

If the contractor has to carry out additional work following an increase in the scope of the commission, late, incorrect or incomplete supply of software, materials or data, repairs to the website due to improper use, or support to the client's employees or suppliers (upon request or out of necessity) otherwise than as provided in the statement of work, such additional work will be charged at the contractor's customary fee rates, regardless of whether a fixed fee had been agreed.

11. Website use

The client shall ensure that the website and any underlying software and applications are used correctly and properly.

12. Design user licence

After having satisfied all of its obligations under the agreement with the contractor, the client will obtain an exclusive, non-transferable licence to use the (graphic) design for the website.

13. Licence to use the software and documentation

After having satisfied all of his obligations under the agreement with the contractor, the client will obtain a non-exclusive, non-transferable licence to use the software or applications realized by the design agency for the website, as well as the related technical and other documentation, regardless of whether that software and those applications were prepared as part of the commission.

14. Use of third-party fonts, software and other third-party material

The client will be responsible for obtaining any licenses from third parties for proprietary material to be used on the website. 'Proprietary material' will include: fonts, software, house style elements, photographs and compositions. At the client's request, the contractor may request a cost estimate from the relevant supplier for any materials that the contractor proposes to apply on the website.

15. Day-to-day use of the website

The client may amend the content of the databases, the underlying pages and tree structures within the limits indicated by the contractor in view of the day-to-day use of the website. The client shall not without the contractor's consent make amendments to:

- the basic design;
- the opening page;
- the basic structure;
- the software;
- the navigation system.

16. Broader use

The client will not be entitled to use the design beyond the agreed scope of use without the contractor's written consent.

17. Design variations

Without the contractor's consent, the client will not be allowed to make any variation or derivation of the design or apply or use the design or elements of it in other designs or works.

18. Transfer of source code

The contractor will have no obligation to transfer the software source code and the technical documentation realized in developing the website, unless that has been expressly agreed.

19. Protecting the software

The contractor will be entitled to protect his software using technical and other measures. The client will not be allowed to remove or circumvent such security provisions.

20. Termination of client-contractor relationship

If the relationship between the contractor and the client should be severed, the parties will jointly attempt to find a reasonable solution that enables the client reasonably to continue its use of the website.

21. Credits

If any publicity is made regarding the design, the client shall ensure that the contractor's contribution is clearly shown. If it has been agreed that third parties will be involved in any amendment or elaboration of the design, the client will require that those third parties also show clearly in their publicity what contribution the contractor has made to the design or the elaboration thereof.

22. Reference to the design agency's name

The contractor will be entitled to an unobtrusive reference to his name on the website. The manner in which the name reference is to be made will be decided in mutual consultation.

23. Own promotion

The contractor will be at liberty to use the design as part of its own publicity or promotion with due observance of the client's interests.

24. Confidential information

The client and the contractor will keep confidential information belonging to either of them confidential. 'Confidential information' will include the software and applications realized and used by the contractor.

25. Indirect damage

The contractor will not be liable for any indirect damage, including any consequential loss, loss of profits, loss or corruption of data and loss due to business interruption.

26. Passaat Graphic & Web Design's general terms

Save as provided in these Supplementary Conditions, this agreement will be governed by Passaat's General Terms and Conditions.

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