General Terms and Conditions Bennes.studio

Business websites, web tools, automation and AI implementation

These terms and conditions apply to assignments from business clients to Bennes.studio. The quotation or order confirmation specifies what Bennes.studio will deliver, at what price and within what timeframe. A separately agreed service level agreement governs any maintenance and support after delivery.

Contracting party: OYVAR SRL, trading as Bennes.studio, with its registered address at Strada Valea Larga 4, 827080 Greci, Tulcea, Romania, registered in the Romanian trade register under number J2025063790008, VAT identification number RO52380409, contactable at remon@bennes.studio.

1 Application and order of precedence

1.1 These terms and conditions apply to every quotation, agreement and subsequent assignment with a client acting in the course of a business or profession. Deviations apply only if confirmed in writing. The client's purchasing terms are excluded unless Bennes.studio has expressly accepted them in writing.

1.2 In the event of a conflict, the signed agreement or order confirmation takes precedence, followed by the quotation with its specific scope, then any agreed SLA, and finally these terms and conditions. A data processing agreement takes precedence insofar as it governs the processing of personal data.

1.3 In writing includes email and an electronically signed document, provided that the sender and the content can be sufficiently established. These terms and conditions are intended for business clients of Bennes.studio.

2 Quotation and assignment

2.1 A quotation is non-binding and valid for 14 days unless a different period is stated. The agreement is formed upon written acceptance of the quotation or when Bennes.studio starts performing the work at the client's request.

2.2 The quotation describes the deliverables, assumptions, dependencies, price, payment dates and any excluded work. Estimates, examples, demonstrations and anticipated savings are not guarantees of results unless a measurable result has expressly been agreed in writing.

2.3 An Automation Sprint or website project is a clearly defined assignment. Integrations, licences, domain registration, hosting, third-party usage costs, new features and ongoing management are included only if expressly stated in the quotation. If Bennes.studio passes recurring third-party costs on to the client, the costs and billing frequency are stated in the quotation, order confirmation or a separate SLA. These costs may be invoiced monthly if agreed.

3 Performance and cooperation

3.1 Bennes.studio performs the assignment with reasonable care and professional competence. Timeframes are targets unless the parties have agreed a strict deadline in writing. The schedule is extended insofar as a delay results from missing information, access, decisions, test data or cooperation from the client, or from third-party services.

3.2 The client provides accurate information, an authorised contact person, testing facilities and access necessary for the assignment in a timely manner. The client is responsible for the lawfulness, quality and completeness of the data and instructions it supplies, and for its own internal controls and business decisions.

3.3 Bennes.studio may engage third parties and remains the point of contact for its own contractual obligations. The client ensures that the necessary rights and agreements are in place for third-party systems, APIs, accounts, software and content.

3.4 The client warrants the lawfulness of the texts, images, brands, data files and instructions it supplies. Before publication, the client assesses whether the content, privacy information and commercial claims are accurate and permitted. Bennes.studio may suspend performance if an instruction reasonably appears unlawful or unsafe and will discuss this with the client as soon as reasonably possible.

4 Changes and additional work

4.1 A request that changes the agreed scope, assumptions or schedule constitutes additional work. Where possible, Bennes.studio informs the client in advance of the consequences for price and schedule. Performance starts after written consent, including consent by email.

4.2 Necessary additional work resulting from inaccurate or incomplete data, changes to APIs, platform policies or technical circumstances that could not reasonably have been taken into account in the quotation is first discussed with the client. Without agreement, Bennes.studio may suspend the relevant part of the work; payment remains due for work already performed.

5 Delivery and acceptance

5.1 Bennes.studio notifies the client when the agreed result is ready for acceptance and gives the client a reasonable opportunity to test it. The client reports reproducible deviations from the specifications agreed in writing within ten working days of that notification, providing sufficient detail for investigation.

5.2 The result is deemed accepted when the client gives written approval, uses the result in production outside an agreed test, or does not report a specific deviation within ten working days. This acceptance does not affect the right to have latent defects reported in a timely manner remedied, or rights under mandatory law.

5.3 Bennes.studio remedies a deviation attributable to it within a reasonable period. A deviation that does not materially impede the core functionality does not prevent acceptance, but will be placed on an appropriate remediation schedule. Changes and new requirements constitute additional work.

6 Price and payment

6.1 All prices exclude VAT and third-party costs unless otherwise stated in writing. The quotation determines the payment dates or milestones. Unless otherwise agreed, Bennes.studio invoices the full project price upon delivery as referred to in Article 5.1. A split of 50 per cent upon commissioning and 50 per cent upon delivery applies only if included in the quotation or order confirmation.

6.2 Invoices are payable within 14 days of the invoice date. The client submits any reasoned objection within that period; the undisputed portion remains payable. After a written payment reminder allowing a reasonable period to remedy the default, Bennes.studio may suspend work or access for as long as payment remains outstanding.

6.3 In the event of late payment, statutory commercial interest and reasonable extrajudicial collection costs are payable in accordance with statutory rules. Suspension for non-payment does not affect the obligation to pay for work already performed and costs already incurred that cannot be cancelled.

7 Software, third parties and security

7.1 An automation may depend on third-party APIs, cloud platforms, accounts, internet connections, data and policies. Bennes.studio does not warrant their continued availability or unchanged operation. Changes made by third parties may require adjustment of the solution and a new assignment.

7.2 Unless otherwise agreed, the client manages its own accounts, access rights, licences, regular backups and recovery facilities. Bennes.studio applies appropriate security measures to systems it manages itself, taking account of the nature of the assignment and the available resources. Absolute security or error-free operation cannot be guaranteed.

7.3 The client reviews automated output where errors may have material consequences and maintains human oversight where appropriate. Bennes.studio is not responsible for decisions based solely on unchecked output where the need for review follows from the assignment or the nature of the application.

7.4 Domain names, hosting, advertising platforms, analytics, plug-ins and paid APIs are preferably obtained in the client's name. The client remains responsible for timely renewal and payment of its own subscriptions. A commitment regarding search engine rankings, conversion, turnover or uninterrupted accessibility applies only if expressly recorded in measurable terms in the quotation.

8 AI and existing systems

8.1 If the assignment uses AI, the parties specify in the quotation which models or providers will be used, which data may be entered, what human oversight is required and who bears the usage costs. AI output may be inaccurate, incomplete or variable and must be reviewed by the client before being used for significant decisions or external communications.

8.2 For work on an existing website, application or codebase, the client provides information about the architecture, known errors, third-party rights, the test environment and recovery facilities. Bennes.studio does not warrant the absence of latent defects or vulnerabilities in components it has not built or examined. An audit or security assessment is included only if expressly agreed.

8.3 Deployment to production, management of the existing environment and migrations take place in accordance with the roles specified in the quotation. If the client carries out the go-live itself, that action and the associated decision remain the client's responsibility, unless the damage results directly from an attributable error in the work delivered by Bennes.studio.

8.4 Personal data or confidential business data are not entered into an external AI service without appropriate written agreements concerning the service, permitted data, security and any data transfers. The client assesses whether the intended application in its business process complies with applicable laws and regulations; Bennes.studio provides information about technical choices within its assignment.

9 Intellectual property and use

9.1 Rights to existing methods, generic components, code libraries, templates, know-how and reusable components developed by Bennes.studio remain with Bennes.studio or the relevant rights holder. Rights to material supplied by the client remain with the client or its licensor.

9.2 After full payment, the client receives a non-exclusive, non-transferable right to use the result delivered specifically for it, for its own business operations and the purpose described in the quotation. A broader licence, transfer of copyright, exclusivity or provision of source code applies only if expressly agreed in writing. The client may have its own employees and engaged administrators exercise this use on its behalf and at its expense.

9.3 Open-source and third-party components remain subject to their own licence terms. Bennes.studio will inform the client of material restrictions on use known at the time of delivery. After termination of the agreement, the paid-up right of use continues unless a subscription or licence agreed in writing provides otherwise.

9.4 After full payment, the client may have the result delivered specifically for it maintained by a third party, insofar as it has received the necessary access and usage rights. Bennes.studio is not responsible for errors arising from subsequent changes by the client or that third party. Source code, documentation or administrative access is provided in accordance with the quotation.

10 Personal data and confidentiality

10.1 The parties treat non-public business information as confidential and use it only to perform the agreement. This duty does not apply to information that can be shown to have been public, was lawfully received from a third party or must be disclosed by law. The duty continues for three years after the agreement ends; for trade secrets, it continues for as long as they remain secret.

10.2 If Bennes.studio processes personal data on the client's behalf, the parties conclude a separate data processing agreement before that processing, containing the required arrangements on instructions, security, subprocessors, incidents and termination. As controller, the client determines the purposes, legal bases and retention periods, insofar as that allocation of roles actually applies.

10.3 The parties notify each other without unreasonable delay of a security incident affecting the other party and reasonably cooperate in investigation and mitigation. The precise privacy obligations are set out in the data processing agreement.

11 Support and maintenance

11.1 If the quotation for an Automation Sprint specifies 30 calendar days of bug-fix support, that period starts upon acceptance or use in production, whichever occurs first. Support covers investigating and, within a reasonable period, remedying reproducible deviations from the agreed specifications that are attributable to the delivered work.

11.2 Bug-fix support is included for an Automation Sprint only if expressly stated in the quotation. New features, changed requirements, problems caused by changes made by the client or third parties, changes to external services, data errors and management after the agreed support period are excluded. Ongoing maintenance, monitoring, response times or availability targets require a separate written agreement with an SLA and a fee.

12 Liability

12.1 Bennes.studio is liable only for direct damage that is the foreseeable and attributable consequence of a failure to perform. The client first gives Bennes.studio a reasonable opportunity in writing to remedy the failure, except where remedy is permanently impossible.

12.2 To the extent permitted by law, Bennes.studio's total liability for a project assignment is limited to the fee paid or still payable for that assignment, excluding VAT and passed-on licence, hosting, API and other third-party costs. Fees for a separate SLA or another assignment do not count towards this maximum. For damage arising from an ongoing service, the maximum is the fee for that service over the twelve months immediately preceding the event causing the damage, likewise excluding VAT and passed-on third-party costs. If the liability insurer pays a lower amount for the event, liability is further limited to that amount plus the applicable deductible. If the insurer does not pay, the fee-based maximum stated above continues to apply.

12.3 Direct damage means reasonable costs of establishing the cause and extent of the damage, reasonable repair costs and reasonable costs of limiting direct damage. To the extent permitted by law, liability for consequential damage, lost profits, missed savings, reputational damage and business interruption is excluded. Loss of data is excluded insofar as the client was responsible for a reasonable backup and failed to have one.

12.4 These limitations do not apply to damage caused by intent or deliberate recklessness on the part of Bennes.studio's management, nor to liability that cannot be limited under mandatory law. Any penalty or service credit counts towards the applicable maximum unless otherwise agreed in writing.

13 Force majeure and termination

13.1 In the event of force majeure, including prolonged outages of internet, cloud or API services beyond Bennes.studio's reasonable control, obligations are suspended for as long as the force majeure continues. The parties inform each other as soon as reasonably possible. If the force majeure lasts longer than 60 days, either party may terminate the parts not yet performed without compensation; work delivered and costs incurred are settled proportionately.

13.2 Either party may terminate the agreement in whole or in part if the other party materially fails to perform after written notice of default allowing a reasonable period to remedy the failure. Immediate termination is possible if remedy is permanently impossible or in the event of bankruptcy, insofar as permitted by law.

13.3 If a project is terminated at the client's request, work performed, non-cancellable costs already committed and demonstrable reserved capacity that cannot reasonably be redeployed are charged proportionately, up to the agreed project price. Bennes.studio delivers components that have been paid for and are suitable for transfer in their state at that time.

13.4 After a management or maintenance service ends, Bennes.studio cooperates for a reasonable transition period in transferring the components it manages. The parties agree in advance what export or assistance is required and at what rate. Personal data are handled in accordance with the data processing agreement. The client remains responsible for the continuity of services held in its name.

14 Other provisions and disputes

14.1 Bennes.studio may amend these terms and conditions for future assignments. Changes apply to an ongoing assignment only with the client's written consent. If a provision proves invalid, the remaining provisions continue to apply and the parties discuss a valid provision that comes as close as possible to the original purpose.

14.2 The parties first attempt to resolve a dispute through consultation. The agreement is governed by Dutch law. Insofar as a valid choice of court can be made, the competent court in Amsterdam has exclusive jurisdiction. Mandatory rules that apply notwithstanding this choice of law remain applicable.

14.3 Notices concerning complaints, cancellation, notice of default and liability are sent by email to remon@bennes.studio and the business email address most recently provided by the client, unless the parties designate another address in writing.