

# TERMS & CONDITIONS

lis.strations | Lisa Kiltz | lis.strations@gmail.com

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**Effective date: 11.11.2024**



**LISA KILTZ, PHD**

psycholoog | illustrator | counselor

These Terms and Conditions govern your use of the services provided by lis.strations (hereinafter referred to as “we,” “us,” or “our”), a Dutch sole proprietorship (eenmanszaak). By engaging our services or purchasing products through our website, you agree to be bound by these terms. For any questions, please contact us at lis.strations@gmail.com.

## 1. Company Information

**Business Name:** lis.strations

**Business Structure:** Sole Proprietorship (Eenmanszaak)

**Contact Information:** Zaagmuldersweg 92b, 9713LN Groningen (the Netherlands); lis.strations@gmail.com

## 2. Scope of Services

We offer services in scientific communication, specifically through:

**Research Illustrations & Cartoons:** Custom illustrations focused on psychological and scientific topics delivered as digital files (PDF format for print, suitable formats for web).

**Dissertation Design:** Custom designs for academic purposes.

**Print Products:** Custom postcards, posters, and other print items for direct purchase.

Each project includes client consultations, brainstorming sessions, and feedback rounds to ensure the work aligns with your needs.

## 3. Ordering, Payment Terms, and VAT

**Ordering:** Clients may order services via the contact form on our website, or by contacting us directly through email, phone, or social media (Instagram). In the case of print products from the website (postcards and posters of my cartoons), these will be delivered within two weeks. However, this period may extend if the client lives abroad and an international post transfer is involved. The postage must be covered by the client.

**Payment Terms:** We accept payments by bank transfer. Generally, invoices are due upon completion of the project; however, for larger, ongoing projects, payments may be split, with terms agreed upon at the start of the project. The charges must be paid within two weeks of receiving the invoice.

**Currency and VAT:** All invoices are in Euros. Currently, VAT is not applied to clients within the Netherlands due to KOR (Kleineondernemersregeling), but for international clients:

**Businesses abroad:** Subject to VAT in their home country.

**Private clients abroad:** No VAT charged, subject to KOR.

#### **4. Cancellation, Refunds, and Responsibility for Accuracy**

**Cancellation Policy:** If a project is canceled within the first 25% of the estimated project time, no charges apply. For cancellations after this point, we will invoice for the time and resources already invested up to that point in the process.

**Refund Policy:** As our work involves custom creations, we do not offer refunds for completed projects and the legal right-of-withdrawal period does not apply. However:

We ensure clients have the opportunity to review and approve work at various stages.

The client is responsible for verifying all content for spelling, accuracy, and correctness before final approval. We are not liable for errors after approval.

**Printed Products:** Any typographical errors on printed items resulting from client-provided text or instructions are not eligible for refunds or returns.

#### **5. Intellectual Property and Usage Rights**

**Ownership:** All intellectual property rights to original works created by lis.strations remain with us, even after delivery.

**Usage Rights:** Upon purchase, clients receive specific usage rights as agreed upon in the project contract, tailored to their needs (e.g., the right to use the work for specified media, region, or duration). Usage rights do not include the right to modify, resell, or redistribute to third parties without written permission, unless specified otherwise in the contract.

**Self-Promotion Rights:** We retain the right to showcase completed works for promotional purposes, including our website, portfolio, and social media, unless otherwise agreed upon.

#### **6. Liability (Aansprakelijkheid)**

**Service Quality and Approval:** We strive to provide high-quality work and offer clients the chance to review and approve each project stage. Upon final approval, lis.strations is not liable for any further changes, inaccuracies, or omissions in the project, including typographical errors, factual errors, or client-provided content.

**Accuracy:** Clients are responsible for verifying all content provided to us, including spelling, factual accuracy, and completeness, before final approval.

**Delivery Deadlines:** We work to meet agreed delivery dates based on client deadlines, and delays resulting from late client feedback or changes in requirements may affect final timelines.

**Exceptions:** This liability limitation does naturally not exclude liability for intentional misconduct, gross negligence, or any other liability that cannot be legally excluded under Dutch law.

**Limited Liability:** Our liability is limited to the direct damages arising from our services, and is capped at the amount paid by the client for the specific project. We are not liable for indirect or consequential damages, such as loss of profit or reputational damage.

#### **7. Guarantee (Garantie)**

**Service Guarantee:** We guarantee that all services will be carried out with due care, skill, and attention to detail, meeting the specifications agreed upon in the initial project discussions. Clients are given the opportunity to review and approve all work before final delivery to ensure satisfaction.

**Client Responsibility for Accuracy:** Clients are responsible for reviewing and confirming the accuracy of all provided information and final deliverables. We are not liable for any errors or omissions identified after client approval, including those arising from client-provided content.

**Adjustments Post-Delivery:** Any modifications or corrections requested after final delivery may incur additional fees.

## **8. Privacy and Data Protection**

We collect and handle personal data in accordance with our Privacy Policy. You can review our full privacy policy on our website [lis-strations.com](https://lis-strations.com) in the imprint to understand our data collection and protection practices.

## **9. Dispute Resolution**

**Governing Law:** These terms and any disputes arising from your use of our services are governed by Dutch law.

**Resolution:** We aim to resolve disputes amicably whenever possible. Clients are encouraged to contact us directly to resolve any issues. If unresolved, disputes will be settled in the jurisdiction of the Netherlands, in the district where [lis.strations](https://lis-strations.com) is located.

## **10. Changes to Terms and Conditions**

We reserve the right to update these Terms and Conditions at any time. Clients will be notified of significant changes, and continued use of our services implies acceptance of these terms as revised.