

Studio Besselink Terms and Conditions

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These terms set out the practical agreements that apply when Studio Besselink accepts an assignment or supplies a product, file, download or online tool.

These terms apply to quotations, assignments, physical products, prototypes, software, controllers, downloads and online tools supplied by Studio Besselink.

1. Identity and contact

Studio Besselink is operated by Uriah Besselink in Nijmegen, the Netherlands. Contact: info@studiobesselink.com. Registration and VAT details are stated on quotations and invoices where applicable.

2. Applicability

These terms apply when they are supplied or referred to before an agreement is concluded. They are written primarily for business customers. Mandatory consumer law takes precedence where the customer is a consumer. An accepted quotation or project agreement may add to or depart from these terms; where they conflict, the specific written agreement takes precedence.

3. Quotations and agreements

A quotation is without obligation unless it states otherwise and expires after 14 days unless a different validity period is stated. An agreement is formed only after written acceptance and written confirmation by Studio Besselink, or after Studio Besselink starts the work. Obvious calculation, typing or specification errors do not bind Studio Besselink.

4. Scope, assumptions and changes

The quotation or project confirmation defines the work, deliverables, assumptions and exclusions. Work not expressly included is outside scope. Studio Besselink may pause the work while awaiting information or a decision. Changes, incorrect assumptions, missing information and extra work may change the price and planning. Studio Besselink will confirm a material change before carrying it out where reasonably possible.

5. Customer information and responsibility

The customer supplies timely, accurate and complete information, files, dimensions, operating conditions, interfaces and safety requirements. The customer remains responsible for the accuracy and lawful use of that input and for decisions based on it. A business customer indemnifies Studio Besselink against third-party claims caused by customer material, instructions, unlawful use or use outside the agreed purpose. Delay and extra work caused by the customer may be charged and extend the schedule.

6. Performance and third parties

Studio Besselink performs the work with reasonable professional care. Unless measurable acceptance criteria are expressly agreed, the assignment is an obligation to use reasonable efforts and not a guarantee of a particular result. Studio Besselink may use specialists, suppliers and production partners and remains entitled to rely on their stated specifications and tolerances.

7. Planning and delivery

Planning and delivery dates are estimates unless a deadline is expressly identified as binding. A business customer may place Studio Besselink in default only by written notice allowing a reasonable cure period. Delivery may take place in parts and is complete when the result is sent, made available or offered for collection. Risk in physical goods passes on delivery.

8. Inspection, acceptance and complaints

A business customer must inspect the deliverable promptly and report a specific, documented defect within 14 days after delivery. A deliverable is accepted when it is used, processed, transferred or not rejected within that period. A hidden defect must be reported within 14 days after discovery and no later than 12 months after delivery. Studio Besselink must first be given a reasonable opportunity to investigate and remedy the issue. These time limits do not restrict mandatory consumer rights.

9. Prices, payment and retention of title

Prices exclude VAT, shipping and external costs unless the quotation states otherwise. Invoices are due within 14 days. A business customer may not suspend payment or set off a disputed amount without written agreement. Statutory commercial interest and reasonable collection costs are due after default. Studio Besselink may suspend work and withhold files or delivery while an amount is overdue. Physical goods remain the property of Studio Besselink until all related amounts are paid.

10. Intellectual property and files

Each party retains its pre-existing intellectual property. Studio Besselink retains all rights in concepts, methods, CAD structures, source code, templates, calculations, libraries and tools developed or used for the work. After full payment, the customer receives only the agreed non-exclusive right to use the delivered result for the stated purpose. Source files, source code, editable models and production knowledge are supplied only when expressly listed as deliverables. The customer may not resell, publish or distribute them outside the agreed purpose without written permission.

11. Confidentiality and publication

Both parties must keep non-public technical, commercial and personal information confidential and use it only for the agreement. Disclosure is permitted to advisers, suppliers or authorities that reasonably need the information and are subject to confidentiality or a legal duty. Studio Besselink does not publish identifiable project material as an example without the customer's permission.

12. Prototypes, parts and 3D prints

A prototype is intended for evaluation unless agreed otherwise. Additive manufacturing has visible layers and normal dimensional and material variation. The customer must test suitability before critical use. A part is not safety-rated, certified or approved for regulated use unless that is explicitly agreed and documented.

13. Software and controllers

Software and controllers are supplied for the agreed environment and function. Unless an availability or support agreement says otherwise, software is not guaranteed to be uninterrupted, error-free or compatible with later third-party updates. The customer remains responsible for backups, access control, cybersecurity, safe integration, machine guarding and validation of the complete system. No safety function, certification or regulatory compliance is included unless expressly agreed.

14. Downloads and online tools

Public downloads and online tools are provided as-is and may be changed or withdrawn. The user must verify dimensions, settings, generated files and practical behaviour before use. To the maximum extent permitted by law, Studio Besselink is not liable for loss arising from free downloads, online tools or output used without a separate written assignment. Access does not transfer source code or the underlying model.

15. Remedy and conformity

For a business customer, Studio Besselink may choose to repair, repeat, replace or credit the affected part of a non-conforming deliverable. This is the customer's exclusive remedy unless mandatory law provides otherwise. Studio Besselink is not responsible for defects caused by customer changes, incorrect use, unsuitable materials, normal wear, third-party components or use outside the agreed conditions. Mandatory consumer rights remain fully applicable.

16. Liability

Studio Besselink is liable only for direct loss caused by an attributable failure after written notice and a reasonable opportunity to remedy it, unless remedy is impossible. For business customers, total liability per event and in the aggregate for the affected assignment is limited to the net amount invoiced for that assignment, or the insurance payment for that event if higher. Liability for indirect loss, loss of production, profit, revenue, data, opportunity, goodwill and consequential loss is excluded. These limits do not apply where exclusion is unlawful or to loss caused by intent or deliberate recklessness of Studio Besselink itself, death or personal injury.

17. Force majeure

Studio Besselink is not liable for delay or failure caused by circumstances reasonably outside its control, including illness, failure of utilities, internet or hosting, transport disruption, shortages, supplier failure, government measures and failure of customer systems. Obligations may be suspended. If the situation lasts more than 60 days, either party may end the unperformed part without damages; completed work and committed costs remain payable.

18. Suspension, cancellation and termination

Studio Besselink may suspend work or terminate the agreement if payment, information, access or cooperation remains overdue, or immediately if the business customer becomes insolvent or ceases trading. If the customer cancels or terminates without an attributable failure by Studio Besselink, completed work, reserved capacity, ordered materials, third-party commitments and reasonable winding-down costs are payable. Deposits already used for these costs are not refundable.

19. Consumers and distance contracts

A consumer normally has a 14-day cooling-off period for a distance contract. The period may not apply to goods made to the consumer's specifications. Services may start during that period only at the consumer's express request; if the consumer then withdraws, the completed proportion may be charged. The right may end after full performance only with the consumer's prior express consent and acknowledgement. Statutory guarantee and conformity rights remain unaffected.

20. Complaints and disputes

Send a complaint to info@studiobesselink.com with enough information to investigate it. Dutch law applies. For business customers, disputes are submitted exclusively to the competent court in Gelderland, the Netherlands. A consumer retains any mandatory right to use the court designated by law.

21. Severability and changes

If a provision is invalid or unenforceable, the remaining provisions continue. The invalid provision is replaced by a valid provision that most closely reflects its purpose. Provisions on payment, intellectual property, confidentiality and liability survive completion or termination. The version supplied or linked when the agreement is concluded remains applicable to that agreement; a newer version may apply to later agreements.