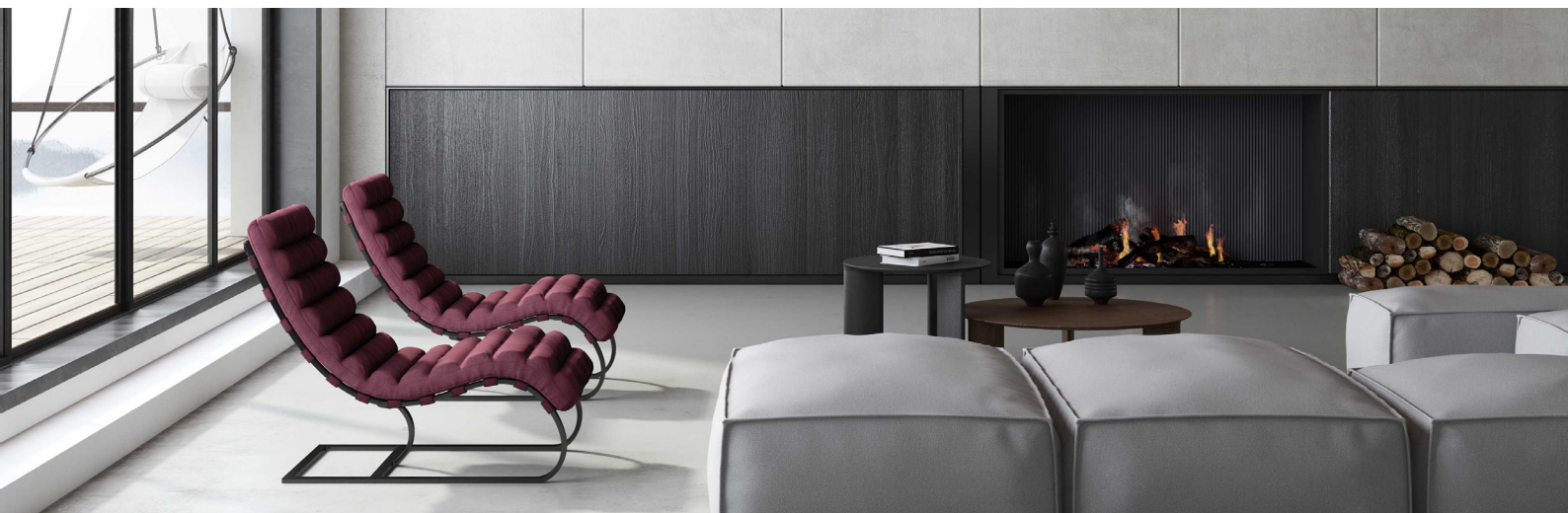




项目管理

欧元价目

模型渲染	每个模型	€ 140.00
创建模型+渲染	每个模型	€ 240.00
场景渲染	每个场景	€ 200.00
创建场景+创建	每个场景	€ 380.00

3D评估

欧元价目

模型评估	每个模型	€ 18.00
模型创建/调整	每小时	€ 22.00
场景创建/调整	每小时	€ 22.00

渲染

欧元价目

全高清渲染	每次渲染	€ 0.65
4K 渲染	每次渲染	€ 1.25
6K 渲染	每次渲染	€ 2.50

General terms and conditions

1 Definitions

Background knowledge: All information, know-how, methods, techniques, technologies, skills, algorithms, methodologies, materials and intellectual property rights in the same or in related domains of the order, owned by and/or in possession of or controlled by TWINBRU prior to the commencement date of the order, as well as all developments, improvements and/or completions made by TWINBRU and/or introduced here outside of the scope of performance of the order.

Foreground knowledge: All knowledge, information, know-how, methods, techniques, skills, algorithms, materials and intellectual property developed by TWINBRU within the scope of performance of the order.

Material: all goods such as basic raw materials, additives, prototypes, photographs, ... which are transferred by the customer to TWINBRU within the scope of the Order. Certificates, reports, manuals, drawings, spreadsheets, ... in relation to these goods are also considered Materials.

Order: The instruction from the customer accepted by TWINBRU, on the basis of which TWINBRU proceeds to realize a Result based on the Material supplied by the Customer.

Results: the data and goods which, according to the stipulations of the Order, are delivered by TWINBRU to the Customer at the end of the agreement, to the exclusion of any back- or foreground knowledge.

2 Preliminary

All works and services by TWINBRU are executed and/or rendered under the terms and conditions indicated below. Subject to any written deviation explicitly approved by TWINBRU, these terms and conditions take priority over any other contractual provision, including the customer's general terms of purchase.

TWINBRU executes the Customer's Order to the best of its knowledge and ability and with the meticulousness that may be expected of a professional service provider in similar circumstances, according to the rules, and bearing in mind the laws, standards, requirements and regulations in force on the date of conclusion of the agreement. As for the intended Results, TWINBRU enters into an obligation of means with the Customer.

3 Offers and prices

The agreement with the customer shall not take effect until the order placed by the customer has been confirmed in writing by TWINBRU or until the performance of the contract is started. This order can be placed either in writing or verbally. Unless expressly stipulated otherwise, the prices are indicative. TWINBRU reserves the right to adjust its prices, according to changes in cost prices.

The subscriber placing an order in his own name or in the capacity of mandatory, or the person paying in whole or in part for the order, even on behalf of third parties, warrants performance by these third parties and binds oneself jointly and severally for them.

4 Performance

The Customer undertakes to make all required Material available to TWINBRU in a timely manner to enable the latter to execute the Order. TWINBRU cannot be held liable for incorrect or incomplete Material provided by the customer or for any delay in the execution due to the fact that those Materials were made available too late.

Unless otherwise agreed between TWINBRU and the Customer, the stated times of delivery are indicative. TWINBRU shall inform the Customer without delay from the moment TWINBRU suspects or becomes aware that the performance will be significantly delayed and can therefore only be executed with a significant deviation from the indicated delivery time. A delay can never give rise to the termination of the Order and/or to any claim for damages. In the event of a significant deviation from the indicated delivery time, TWINBRU and the Customer will determine by mutual agreement any actions to be taken.

5 Liability

Under no circumstance can TWINBRU be held liable for indirect damage caused to the Customer or any direct or indirect damage caused to a third party.

Materials provided will be returned only upon prior written request from the Customer. Potential risks of the Materials must be notified in writing by the Customer. The customer remains liable for the Materials at all times. Although TWINBRU will do its best to keep the Material safe, TWINBRU will not at any time be liable in any form, on any ground for any possible damage to or (partial) loss of the Materials or any possible damage caused (directly or indirectly) by the Materials.

Under no circumstances will the (combined) liability (the sum of liabilities as a result of one or more events) of TWINBRU as a (direct or indirect) result of and/or in the execution of the Order amount to more than the total amount (excluding taxes and costs charged by TWINBRU) by TWINBRU received from the Customer as a result of the execution of the relevant Order.

6 Confidentiality

Unless otherwise agreed between TWINBRU and the customer, the following conditions on the use of information and materials to be exchanged within the framework of the order shall apply.

All information, of whatever nature or form, with the exception of the Results, that is made known to the Customer by TWINBRU, is confidential.

All Material and/or information, of whatever nature or form, that is made known to TWINBRU by the Customer, is confidential and may not be passed on to third parties without the Customer's explicit consent. This does not apply to information which, in accordance with the law, is to be provided to the supervising authority or to the other accredited inspection bodies.

The party, be it TWINBRU or the Customer, who receives confidential information, undertakes to keep this information confidential and not to pass it on to third parties without the prior consent of the other party, to use and protect it with the same care as its own confidential information and with reasonable caution, for the entire duration of the Order and for a period of three (3) years counting from the date of the final invoice of the Order.



7 Results

All IP related to Material is and will remain the property of Customer at all times. TWINBRU obtains a temporary (for the term of the agreement), royalty-free, nontransferable license to use this IP solely to realize the Results for the Customer.

The performance of the Order by TWINBRU does not imply in any way or at any time the transfer of Intellectual Property Rights (including fore- and Background knowledge) from TWINBRU to the Customer or to third parties.

Depending on the timely and full payment of the agreed sum for the Order, the Customer acquires only the right to the uninhibited and enduring use of the Intellectual Property Rights related to the Result without, unless explicitly agreed otherwise, the right to edit or resell the Result.

8 Publications

TWINBRU has the right to make the Results known and to publish them, except when the Results contain confidential information of the customer.

Unless he has obtained the prior consent of TWINBRU, the Customer is not allowed to use the name of TWINBRU, of its staff members and agents and/or the brands or the logo for external communication purposes, whether for commercial or any other purposes.

9 Payment of invoices

All taxes, duties and/or levies, of whatever nature, relating to results are to be paid entirely by the Customer.

Invoices must be paid no later than 30 days after the end of the month, in the currency mentioned on the invoice. Any invoice that is not paid in full within said period shall be increased, by operation of law and without prior notice of default, by 15% of the amount due, with a minimum of 100 Euros. The sum including the surcharge shall, by operation of law and without prior notice of default, bear interest at a rate of 1 % per month. Any started month shall be regarded as a complete month.

10 Complaints

Upon the delivery of Results, the Customer undertakes to check immediately whether the delivered goods correspond with what had been agreed. TWINBRU must be notified in writing of any visible defects at the latest within eight (8) working days. The defects must be described in detail by the Customer. After this term the Customer is deemed to have accepted the results and to have found that they are in conformity with the requirements. Lodging a complaint does not release the Customer from his payment obligations.

If a complaint is found to be well-founded by TWINBRU, the Order will be carried out again without the Customer being entitled to any form of compensation.

11 Termination of the contract by TWINBRU

In the event of non-payment by the customer or if the latter fails to fulfil his obligations, TWINBRU shall have the right to terminate the contract with immediate effect by sending a simple written notification eight (8) days following a notice of default that was ignored, without prejudice to TWINBRU's right to demand reimbursement of all costs incurred and compensation for any losses suffered.

12 Termination of the contract by the customer

If the Customer wants to terminate the contract, this must be done in writing. Such termination shall be valid only if it was accepted in writing by TWINBRU. In the event that a contract is terminated by a customer, the latter shall be liable to pay a compensation equalling 75 % of the total price agreed.

13 Terms of performance

TWINBRU undertakes to carry out each Order with the utmost care and in accordance with the applicable rules, with due confidentiality and bearing in mind the state of the art and knowledge. However, this does not imply any obligation of result. TWINBRU will make every possible effort to meet the agreed deadline for performance. Any delay on the part of TWINBRU can never give rise to payment of damages or to the dissolution of the contract.

14 Force majeure

TWINBRU shall be released ipso jure and shall not be liable to fulfil any commitment vis-à-vis the Customer in the event of force majeure. A case of force majeure is understood to mean any situation which makes the performance of the contract by TWINBRU wholly or partly impossible, be it temporarily or not, due to circumstances beyond TWINBRU's control, even if this circumstance was foreseeable at the time of conclusion of the contract.

Are considered to be cases of force majeure (non-exhaustive list): defective equipment, strike, absence of delivery or late delivery of necessary materials, etc. In case of force majeure, TWINBRU's obligations shall be suspended. In such cases TWINBRU shall make every reasonable effort to reduce the consequences of the force majeure event to a minimum. Should the event of force majeure last longer than two (2) months, then the customer shall have the right to terminate the contract without intervention of the court, and without TWINBRU being liable to pay any compensation to the customer.

15 Competent courts – Applicable law

Any dispute relating to the conclusion, the validity, the interpretation or the performance of a contract between TWINBRU and a customer shall be governed by Belgian law. Only the courts in the district where TWINBRU has its registered office shall have exclusive jurisdiction

