

# Term and conditions

Mezzo Media – Last modified: 12 February 2026

## Definitions

1. Mezzo Media: Mezzo Media, established in Amsterdam, specialising in the design, development, maintenance, and technical management of websites and digital infrastructure.
2. Customer: the party which Mezzo Media has entered into an agreement with.
3. Parties: Mezzo Media and customer together.
4. Consumer: a customer who is an individual acting for private purposes.
5. Services: all products and services delivered by Mezzo Media and/or third parties engaged by Mezzo Media, including but not limited to web design, web development, website maintenance, technical support, infrastructure management, and any other work carried out on behalf of the customer.

## Applicability

1. These terms and conditions will apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of Mezzo Media.
2. Parties can only deviate from these conditions if they have explicitly agreed upon in writing.
3. The parties expressly exclude the applicability of supplementary and/or deviating general terms and conditions of the customer or of third parties.
4. These terms and conditions also apply to additional or amended assignments from the customer.

## Offers and quotations

1. Offers and quotations from Mezzo Media are without engagement, unless expressly stated otherwise.
2. An offer or quotation is valid for a maximum period of 2 weeks from its date, unless another acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable time frame, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeated orders, unless the parties have agreed upon this explicitly and in writing.

## Acceptance

1. Upon acceptance of a quotation or offer without engagement, Mezzo Media reserves the right to withdraw the quotation or offer within 3 days after receipt of the acceptance, without any obligations towards the customer.
2. Verbal acceptance of the customer only commits Mezzo Media after the customer has confirmed this in writing (or electronically).

## Design and Delivery Phase

1. Where the services include design work, Mezzo Media will deliver an initial concept for the customer's review.

2. The customer must review and either approve or reject the initial concept within a reasonable timeframe agreed upon by both parties.
3. If the customer rejects the initial concept, Mezzo Media and the customer will agree in mutual consultation on when a revised concept will be developed.
4. Rejection of a concept does not constitute a valid reason to dissolve the agreement. Any costs incurred up to that point remain payable by the customer.
5. Prior to publication or reproduction of any delivered product, both parties shall have the opportunity to review and approve the final version.

## **Prices**

1. All prices used by Mezzo Media are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel-, shipping- or transport expenses, unless expressly stated otherwise or agreed otherwise.
2. Mezzo Media is entitled to adjust its prices for products or services at any time.
3. The parties agree on a total price for a service provided by Mezzo Media. This is always a target price, unless the parties have explicitly agreed upon in writing on a fixed price, which cannot be deviated from.
4. Mezzo Media is entitled to deviate up to 10% of the target price.
5. If the target price is expected to exceed 10%, Mezzo Media must inform the customer in due time and provide justification. In such cases, Mezzo Media will pause work until written approval is received from the customer.
6. If the target price exceeds 10%, the customer has the right to cancel the part of the order that exceeds the target price by 10%.
7. Mezzo Media has the right to adjust prices annually.
8. Mezzo Media will communicate price adjustments to the customer prior to the moment the price increase becomes effective.
9. The consumer has the right to terminate the contract with Mezzo Media if he does not agree with the price increase.

## **Payments and payment term**

1. Mezzo Media may require a down payment of up to 50% of the agreed amount upon conclusion of the agreement, as confirmation of the assignment. The remaining balance is due upon delivery, unless otherwise agreed.
2. The customer must pay the full outstanding amount within 14 days of the invoice date.
3. Payment deadlines are strictly binding. If the customer has not paid the agreed amount by the final day of the payment term, they are legally in default without any further notice or reminder being required from Mezzo Media.
4. Mezzo Media reserves the right to make a delivery conditional upon immediate payment or to require adequate security for the total amount of the services or products.

## **Consequences of late payment**

1. If the customer does not pay within the agreed term, Mezzo Media is entitled to charge an interest of 8% per month for commercial transactions from the day the customer is in default, whereby a part of a month is counted for a whole month.

2. When the customer is in default, they are also due to extrajudicial collection costs and may be obliged to pay any compensation to Mezzo Media.
3. The collection costs are calculated on the basis of the Reimbursement for extrajudicial collection costs.
4. If the customer does not pay on time, Mezzo Media may suspend its obligations until the customer has met their payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment on behalf of the customer, the claims of Mezzo Media on the customer are immediately due and payable.
6. If the customer refuses to cooperate with the performance of the agreement by Mezzo Media, they are still obliged to pay the agreed price to Mezzo Media.

### **Cancellation**

1. Cancellation of the agreement after signing of a quotation is not possible once work has commenced.
2. If work has not yet commenced, cancellation must be submitted in writing. Any preparation costs already incurred by Mezzo Media at the time of cancellation remain payable by the customer.

### **Right of withdrawal**

1. A consumer may cancel an online purchase during a cooling-off period of 14 days without giving any reason, provided that:
  - the service does not concern accommodation, travel, restaurant business, transport, catering assignment or form of leisure activity
  - the purchase does not concern an (assignment to) urgent repair
  - it does not concern a service that is fully performed with the consent of the customer within the 14 calendar days right of withdrawal period and the consumer has not renounced his right of withdrawal
2. The cooling-off period of 14 days as referred to in paragraph 1 commences:
  - as soon as the consumer has purchased a service for the first time
  - as soon as the consumer has confirmed the purchase of digital content via the internet
3. The consumer can notify his right of withdrawal via [info@mezzomedia.nl](mailto:info@mezzomedia.nl), if desired by using the withdrawal form that can be downloaded via the website of Mezzo Media, <https://mezzomedia.nl>.

### **Suspension of obligations by the customer**

The customer waives the right to suspend the fulfilment of any obligation arising from this agreement.

### **Settlement**

The customer waives his right to settle any debt to Mezzo Media with any claim on Mezzo Media.

## **Guarantee**

When parties have entered into an agreement with services included, these services only contain best-effort obligations for Mezzo Media, not obligations of results.

## **Performance of the agreement**

1. Mezzo Media executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. Mezzo Media has the right to have the agreed services (partially) performed by third parties.
3. The execution of the agreement takes place in mutual consultation and after written agreement and payment of the possibly agreed advance by the customer.
4. It is the responsibility of the customer that Mezzo Media can start the implementation of the agreement on time.
5. If the customer has not ensured that Mezzo Media can start the implementation of the agreement in time, the resulting additional costs and/or extra hours will be charged to the customer.

## **Duty to inform by the customer**

1. The customer shall make available to Mezzo Media all information, data and documents relevant to the correct execution of the agreement to in time and in the desired format and manner.
2. The customer guarantees the correctness, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless otherwise ensuing from the nature of the agreement.
3. If and insofar as the customer requests this, Mezzo Media will return the relevant documents.
4. If the customer does not timely and properly provides the information, data or documents reasonably required by Mezzo Media and the execution of the agreement is delayed because of this, the resulting additional costs and extra hours will be charged to the customer.

## **Duration of the service agreement**

1. The agreement between Mezzo Media and the customer is entered into for an indefinite period of time, unless it results otherwise from the nature of the agreement or the parties have expressly agreed otherwise in writing.
2. If a fixed-term contract has been entered into, it will be tacitly converted into an open-ended contract at the end of the term, unless 1 of the parties terminates the contract with due observance of a notice period of 2 month(s), or if a consumer terminates the agreement with due observance of a notice period of 1 month causing the agreement to end at the end of the fixed term.
3. If the parties have agreed upon a term for the completion of certain activities, this is never a strict deadline, unless specified explicitly otherwise in writing. If this term is exceeded, the customer must give Mezzo Media a written reasonable term to terminate the activities, before it may either terminate the contract or claim damages.

## **Cancellation of the contract for an indefinite period of time**

1. The customer can terminate an agreement that has been concluded for an indefinite period at any time with due observance of a notice period of 2 months.
2. A consumer has the right to terminate an agreement for an indefinite period with due observance of a notice period of 1 month.

## **Intellectual property**

1. Mezzo Media retains all intellectual property rights on all designs, drawings, written materials, data, images, sketches, models and similar items, unless the parties have agreed otherwise in writing.
2. Mezzo Media grants the customer a non-exclusive licence to use the delivered product. The scope of this licence is set out in the agreement.
3. The customer may not copy, disclose to third parties, or otherwise use Mezzo Media's intellectual property without prior written permission.
4. If the customer wishes to make changes to the delivered concept or end product, prior written permission from Mezzo Media is required. Mezzo Media may not unreasonably withhold such permission.

## **Penalties**

1. If the customer violates the articles of these general terms and conditions about secrecy or intellectual property, then he forfeits on behalf of Mezzo Media an immediately due and payable fine of € 1.000 if the customer is a consumer and € 5.000 if the customer is a company, for each violation and in addition an amount of 5% of the aforementioned amount for each day that this violation continues.
2. No actual damage, prior notice of default or legal proceedings are required in forfeiting the fine referred to in the first paragraph of this article.
3. The forfeiture of the fine referred to in the first paragraph of this article shall not affect the other rights of Mezzo Media including its right to claim compensation in addition to the fine.

## **Indemnity**

The customer indemnifies Mezzo Media against all third-party claims that are related to the products and/or services supplied by Mezzo Media.

## **Complaints**

1. The customer must examine a product or service provided by Mezzo Media as soon as possible for possible shortcomings.
2. If a delivered product or service does not comply with what the customer could reasonably expect from the agreement, the customer must inform Mezzo Media of this as soon as possible, but in any case, within 1 month after the discovery of the shortcomings.
3. Consumers must inform Mezzo Media of this within two months after detection of the shortcomings.
4. The customer gives a detailed description as possible of the shortcomings, so that Mezzo Media is able to respond adequately.
5. The customer must demonstrate that the complaint relates to an agreement between the parties.

6. If a complaint relates to ongoing work, this can in any case not lead to Mezzo Media being forced to perform other work than has been agreed.

### **Giving notice**

1. The customer must provide any notice of default to Mezzo Media in writing.
2. It is the responsibility of the customer that a notice of default actually reaches Mezzo Media (in time).

### **Joint and several Client liabilities**

If Mezzo Media enters into an agreement with several customers, each of them shall be jointly and severally liable for the full amounts due to Mezzo Media under that agreement.

### **Liability of Mezzo Media**

1. Mezzo Media is only liable for any damage the customer suffers if and insofar as this damage is caused by intent or gross negligence.
2. If Mezzo Media is liable for any damage, it is only liable for direct damages that results from or is related to the execution of an agreement.
3. Mezzo Media is never liable for indirect damages, such as consequential loss, lost profit, lost savings or damage to third parties.
4. If Mezzo Media is liable, its liability is limited to the amount paid by a closed (professional) liability insurance and in the absence of (full) payment by an insurance company of the damages the amount of the liability is limited to the (part of the) invoice to which the liability relates.
5. All images, photos, colors, drawings, descriptions on the website or in a catalog are only indicative and are only approximate and cannot lead to any compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

### **Expiry period**

Every right of the customer to compensation from Mezzo Media shall, in any case, expire within 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions in article 6:89 Dutch Civil Code.

### **Dissolution**

1. The customer has the right to dissolve the agreement if Mezzo Media imputably fails in the fulfillment of his obligations, unless this shortcoming does not justify termination due to its special nature or because it is of minor significance.
2. If the fulfillment of the obligations by Mezzo Media is not permanent or temporarily impossible, dissolution can only take place after Mezzo Media is in default.
3. Mezzo Media has the right to dissolve the agreement with the customer, if the customer does not fully or timely fulfill his obligations under the agreement, or if circumstances give Mezzo Media good grounds to fear that the customer will not be able to fulfill his obligations properly.

## **Force majeure**

1. In addition to the provisions of article 6:75 Dutch Civil Code, a shortcoming of Mezzo Media in the fulfillment of any obligation to the customer cannot be attributed to Mezzo Media in any situation independent of the will of Mezzo Media, when the fulfillment of its obligations towards the customer is prevented in whole or in part or when the fulfillment of its obligations cannot reasonably be required from Mezzo Media.
2. The force majeure situation referred to in paragraph 1 is also applicable - but not limited to: state of emergency (such as civil war, insurrection, riots, natural disasters, etc.); defaults and force majeure of suppliers, deliverymen or other third parties; unexpected disturbances of power, electricity, internet, computer or telecoms; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which Mezzo Media cannot fulfill one or more obligations towards the customer, these obligations will be suspended until Mezzo Media can comply with it.
4. From the moment that a force majeure situation has lasted at least 30 calendar days, both parties may dissolve the agreement in writing in whole or in part.
5. Mezzo Media does not owe any (damage) compensation in a situation of force majeure, even if it has obtained any advantages as a result of the force majeure situation.

## **Multiple Contractors**

1. If the customer wishes to assign the same work simultaneously to multiple parties, including Mezzo Media, the customer must inform all parties of this.
2. If the customer has previously assigned the same work to another party and wishes to have it redone, the customer must disclose to Mezzo Media which party was originally engaged and the reason for the reassignment.

## **Modification of the agreement**

If, after the conclusion of the agreement and before its implementation, it appears necessary to change or supplement its contents, the parties shall timely and in mutual consultation adjust the agreement accordingly.

## **Changes in the general terms and conditions**

1. Mezzo Media is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance can be made at any time.
3. Major changes in content will be discussed by Mezzo Media with the customer in advance as much as possible.
4. Consumers are entitled to cancel the agreement in the event of a substantial change to the general terms and conditions.

## **Transfer of rights**

1. The customer cannot transfer its rights deriving from an agreement with Mezzo Media to third parties without the prior written consent of Mezzo Media.
2. This provision applies as a clause with a property law effect as referred to in Section 3:83 (2) Dutch Civil Code.

## **Confidentiality**

Both parties undertake to keep confidential all information received from the other party that is known or should reasonably be understood to be of a confidential nature. Such information will only be used for the purpose for which it was provided. This obligation does not apply where disclosure is required by court order or statutory provision, or is necessary for the proper execution of the agreement.

## **Consequences of nullity or annulability**

If one or more provisions of these terms and conditions are found to be null and void or annulable, the remaining provisions continue in full force. Any null or annulable provision will be replaced by a provision that most closely reflects the original intent of Mezzo Media.

## **Applicable law and competent court**

1. Dutch law is exclusively applicable to all agreements between the parties.
2. The Dutch court in the district where Mezzo Media is established is exclusively competent in case of any disputes between parties, unless the law prescribes otherwise.

## **Identity of Mezzo Media**

Mezzo Media is registered with the Dutch Chamber of Commerce (KvK) under number 37106862 and holds VAT identification number NL001709277B04.

Mezzo Media can be reached by email at [info@mezzomedia.nl](mailto:info@mezzomedia.nl) or via the website at <https://mezzomedia.nl>.