



general terms & conditions

1. Definitions

- **Contractor** — SL3D, the eenmanszaak of Sam Lepley (KVK 42131264, BTW-id NL005520384B17).
- **Client** — the party commissioning services from the Contractor.
- **Agreement** — any quotation, order, service agreement or SOW accepted by both parties.
- **Deliverables** — the images, animations, 3D models or other output produced under the Agreement.
- **Source files** — editable working files (e.g. scene, project and model files) as distinct from rendered/exported Deliverables.
- **AI-assisted Deliverables** — Deliverables generated or substantially manipulated using generative AI tooling, identified as such in the Quotation or SOW, as distinct from **CGI Deliverables**, which are modelled and rendered by the Contractor.

2. Applicability

These terms apply to every quotation, offer and agreement between the Contractor and the Client, and exclude any terms of the Client unless expressly accepted in writing by the Contractor. If any provision is void or annulled, the remaining provisions stay in force.

The Contractor makes these terms available before or at the formation of the Agreement: they are published at sl3d.net/terms, referred to in every quotation, and sent free of charge on request. By accepting a quotation, or by instructing the Contractor to begin work, the Client accepts these terms.

These terms are published in English and Dutch; the version in the language of the Agreement applies.

These terms are directed at Clients acting in the course of a business or profession. Where the Client is a consumer, mandatory consumer law prevails over these terms to the extent they conflict, and — for agreements concluded at a distance — the Client's statutory right of withdrawal ends when the Contractor, with the Client's express consent, begins performance, and does not apply to Deliverables produced to the Client's own specifications.

3. Quotations and formation

Quotations are valid for the period stated on them, or 14 days if none is stated, and are free of obligation. An Agreement is formed when the Client accepts a quotation in writing (including by email) or when the Contractor begins work at the Client's request.

4. Engaging third parties

The Contractor may have the Agreement performed in whole or in part by third parties it engages, and remains the Client's sole contracting party and point of contact. These terms may also be invoked by third parties the Contractor engages in the performance of the Agreement.

5. Prices, deposit and additional work

All prices are in euros and exclude BTW and third-party costs (e.g. stock assets, prints, travel) unless stated. The Contractor may require a deposit of up to 50% before starting.

Work outside the agreed scope — including extra images, extra revision rounds, or changed source materials — is 'additional work' and is charged at €65/hour (excl. BTW) or a separately agreed price, via a Change Order.

6. Travel and site visits

Site visits, on-site measuring and reference capture are charged as stated in the Quotation — normally as a half-day or full-day visit fee covering time door to door. Travel within 50 km of the Contractor's base is included in that fee; beyond that, kilometres are charged for the round trip at the rate stated in the Quotation. Parking, tolls, public transport and any overnight stay are charged at cost where agreed in advance. BTW applies to on-charged travel at the rate of the main service.

All travel and visit costs are set out in the Quotation **before** a visit is booked; the Contractor does not add travel costs afterwards. A booked visit cancelled less than 2 working days beforehand is charged at **50%** of the visit fee, plus any travel already incurred.

7. Invoicing and payment

Invoices are payable within **14 days** of the invoice date, without discount or set-off. The parties agree this term (the statutory fallback is 30 days, with a 60-day maximum for business clients).

If the Client does not pay on time it is in default by operation of law, and owes the statutory commercial interest (wettelijke handelsrente, art. 6:119a BW) plus the extrajudicial collection costs (buitengerechtelijke incassokosten) set by the *Besluit vergoeding voor buitengerechtelijke incassokosten* — a statutory percentage of the sum due with a **minimum of €40**.

Where the Client is a **consumer**, the Contractor will first send a 14-day notice (WIK-aanmaning) stating the collection-cost amount before charging those costs. For **business** clients the costs are due without such notice.

The Contractor may suspend work and withhold Deliverables and licences while any invoice is overdue.

8. Client cooperation

The Client provides, in good time and free of charge, all materials, information, references and approvals the Contractor reasonably needs (e.g. CAD/drawings, dimensions, finishes, brand assets). The Client warrants it holds the rights to any materials it supplies and indemnifies the Contractor against third-party claims relating to them.

9. Delivery, timelines and revisions

Stated delivery dates are indicative and not fatal deadlines (fatale termijnen) unless expressly agreed in writing. The Contractor is not in default until given written notice and a reasonable period to perform.

Each Deliverable includes 2 rounds of minor revisions. Approval of a Deliverable, or use of it, counts as acceptance. The Client is deemed to accept a Deliverable if it does not respond within 10 working days of delivery.

10. Visualisations and their use in marketing

All visualisations — renders, artist impressions, 360° panoramas and animations, whether CGI or AI-assisted — are an **artistic impression** of the subject. Colours, materials, textures, vegetation, lighting, reflections, scale, people and surroundings are indicative and non-binding. **No rights can be derived from a visualisation**; binding specifications follow only from the Client's own technical documents, samples and product data.

Colour and material reproduction differs between screens, print and physical products and is not guaranteed. Where exact colours matter, the colour codes (e.g. RAL) in the Client's brief prevail over the on-screen or printed appearance.

The Client is **solely responsible** for the way visualisations are used in its marketing, sales and other communication toward third parties, including attaching an appropriate disclaimer (e.g. "no rights can be derived from this image") and complying with advertising and consumer-protection law. The Client indemnifies the Contractor against claims by third parties arising from the Client's use or publication of visualisations.

11. Technical drawings

Technical (CAD) drawings are prepared on the basis of the information, dimensions and documents supplied by the Client, which the Client warrants to be correct and complete. The Contractor supplies **drafting work**, not engineering, structural or architectural advice.

Before a drawing is used for production, fabrication or construction, the **executing party must verify all dimensions and conditions on site**. The Contractor does not warrant compliance with building regulations (Besluit bouwwerken leefomgeving/Bouwbesluit), NEN standards or permit requirements; obtaining permits and regulatory approval is the Client's responsibility.

12. Intellectual property and licence

The **copyright (auteursrecht)** in the Deliverables and Source files belongs to the Contractor as maker. On **full payment**, the Contractor grants the Client a licence (gebruiksrecht) to use the **final Deliverables** for the purpose agreed in the Quotation/SOW, as further set out in clause 13. Any exclusive licence is granted only in writing.

Copyright is **not transferred by the Agreement**. A transfer of copyright is only valid if agreed in a separate written deed (akte, art. 2 Auteurswet). **Source files are not transferred** and remain the Contractor's property unless purchased separately under clause 14.

The Contractor retains its personal (moral) rights, including the right to be named as maker (naamsvermelding, art. 25 Auteurswet).

AI-assisted Deliverables. Copyright protection requires a human creative contribution. Where a Deliverable is generated or substantially manipulated by AI tooling, copyright may not subsist in it, or may cover only those parts reflecting the Contractor's own creative choices. For such Deliverables the Contractor grants the Client a **non-exclusive, worldwide, perpetual right of use** for the agreed purpose, and gives **no warranty** as to copyright subsistence, originality, or that comparable imagery will not be produced by others. **Exclusivity, buy-out and assignment are not available** on AI-assisted Deliverables; they remain available on CGI Deliverables.

13. Image usage licence

On full payment the Contractor grants the Client a **non-exclusive, worldwide, perpetual licence** to reproduce, publish and display the final Deliverables for the purpose agreed in the Quotation/SOW. The licence includes minor cropping and resizing to fit the agreed media; no per-use fee is due within the agreed purpose. A project-specific licence with a different scope (media, territory, duration, exclusivity) may be agreed in the Quotation or in a separate Image Usage Licence, which then prevails for that project.

The licence does **not** include: resale or redistribution of the Deliverables as a stand-alone product; sub-licensing to third parties without written consent; substantive alteration that materially changes the depicted design, or presenting an altered image as the Contractor's work; or any use that is unlawful, misleading, or damaging to the Contractor's reputation.

The Client will not remove or obscure embedded metadata or signatures without consent, and credits the Contractor where reasonable (e.g. "Visualisation: SL3D").

Exclusivity or a full buy-out (assignment of rights) is available on CGI Deliverables only, is priced separately, and is valid only in writing — for an assignment, in a deed as required by art. 2 Auteurswet.

The licence covers the elements of the Deliverables created by the Contractor. Third-party and stock assets embedded in a Deliverable (e.g. models, textures, HDRIs, vegetation) remain subject to their own licences, and the Contractor grants no rights beyond those licences. Generic, non-client-specific scene elements and techniques remain free for the Contractor to reuse in other work.

14. Sale of source files

Source files are not part of the Deliverables and are only supplied where this is expressly agreed, as a separately priced item in the Quotation or in a Source-File Transfer document. Source files are released only after the transfer fee and all related invoices are paid in full.

On payment in full, the Contractor grants the Client a **perpetual, worldwide, non-exclusive licence** to use, modify, adapt and render the transferred files, for its own purposes and for those of its own clients, with no restriction on media, territory or term and no further fee due. Copyright and authorship in the files remain with the Contractor, who stays free to reuse the underlying models and techniques in its own work.

Assets the Contractor does not own — purchased models, textures, HDRIs, plugins and fonts — are supplied only where their own licences allow, and remain subject to those licences. Some may be excluded or require the Client to hold its own licence.

Source files are provided **as-is**. The Contractor is not responsible for the Client's own edits or renders, or for compatibility with the Client's software versions, and provides no support on transferred files unless separately agreed. Where the Client publishes work derived from the source files, it will not present unmodified Contractor content as its own original work.

15. Archiving and file retention

After delivery, the Contractor has **no obligation to archive or retain** working files, 3D scenes or Source files. The Contractor stores them at its own discretion and may delete them 12 months after delivery. The Client is responsible for storing the delivered files; re-supply, re-rendering or amendment after acceptance is a new, separately charged assignment.

16. AI-assisted production and transparency

The Contractor may use generative AI tooling in producing Deliverables. Where it does so, it identifies the affected Deliverables in the Quotation or SOW and, where **art. 50 of Regulation (EU) 2024/1689 (the EU AI Act)** applies, marks or labels them as artificially generated or manipulated. The Contractor keeps a per-project record of which Deliverables are AI-generated, AI-enhanced or fully modelled.

AI-assisted Deliverables are supplied for concept, exploration and presentation purposes. The Contractor gives **no warranty** of dimensional accuracy, of exact reproduction of specified materials or finishes, or of consistency across a set, and such Deliverables are not intended for construction, fabrication, print production, specification or configurator/AR asset production. The Client is responsible for any onward disclosure obligations arising from its own publication of AI-assisted Deliverables.

17. Portfolio and promotion

Unless the parties agree otherwise in writing (e.g. under an NDA or an embargo period), the Contractor may display the Deliverables and describe the project in its portfolio, website and social channels, and use them for its own promotion.

18. Confidentiality

Each party treats the other's non-public information as confidential and uses it only for the Agreement. Where a separate NDA is signed, that NDA governs confidentiality.

19. Personal data

Each party complies with applicable data-protection law (AVG/GDPR). Where the Contractor processes personal data on the Client's behalf — for example persons recognisable in supplied photos or reference material — the Client warrants that it may lawfully provide that data and indemnifies the Contractor against claims relating to it; where required, the parties will conclude a data-processing agreement.

20. Liability

The Contractor's total liability under an Agreement is limited to the amount invoiced (excl. BTW) for that Agreement, or the amount paid out by its insurer for the claim, whichever the Contractor chooses. The Contractor is not liable for indirect or consequential loss, including lost profit, missed savings or delay damage.

The Client must report any defect in writing within 10 working days of discovery. Any claim lapses 12 months after delivery. These limits do not apply to damage caused by the Contractor's intent or deliberate recklessness.

21. Force majeure

Neither party is liable for delay or failure caused by circumstances beyond its reasonable control (including illness, hardware or software failure, power or internet outage, and supplier failure). If force majeure lasts more than 30 days, either party may terminate the affected Agreement in writing, with work done to date payable.

22. Suspension and termination

The Contractor may suspend or terminate the Agreement if the Client is in default, becomes insolvent, or applies for a moratorium. On termination, work performed and costs incurred up to that point are immediately due.

If the Client cancels an Agreement after acceptance, any deposit is non-refundable and all work performed and costs incurred up to the cancellation are payable.

23. Complaints

Complaints about an invoice must be made within the payment term; complaints about a Deliverable within the periods in clauses 9 and 20. A complaint does not suspend the Client's payment obligation.

24. Governing law and disputes

All agreements are governed by the laws of the Netherlands. Disputes are submitted to the competent court in the district where the Contractor is established, unless mandatory law provides otherwise. The parties will first attempt to resolve disputes amicably.