

TERMS & CONDITIONS

AMAINSTUDIOS (“Company”)
Effective date: **[12 december 2025]**

1. Acceptance of Terms

1.1 These Terms & Conditions (“**Terms**”) apply to all offers, quotations, orders, services, Deliverables, and agreements between AMAINSTUDIOS and the Client.

1.2 **By placing an order**, confirming a quotation, paying an invoice or deposit, or otherwise commissioning the Company’s Services, **the Client automatically agrees to and accepts these Terms in full**, without reservation.

1.3 These Terms apply regardless of whether the Client has explicitly signed a separate agreement.

2. Definitions

- **Company:** AMAINSTUDIOS
- **Client:** Any individual or legal entity commissioning or using the Services
- **Services:** AI-assisted and filmic visualisation services for real estate and new-build projects
- **Deliverables:** All videos, animations, images, renders, edits, and related materials produced by the Company
- **Source Materials:** All materials provided by the Client, including 3D renders, architectural drawings, floor plans, specifications, and references
- **Final Built Result:** The property or project as ultimately constructed

3. Scope of Services

3.1 The Company provides AI-based and cinematic visualisations intended solely for **marketing and illustrative purposes**.

3.2 Deliverables are **not technical, architectural, or construction documents** and may not be used as such.

4. Payment Terms (Advance Payment Required)

4.1 All payments must be made in advance.

Production will only commence after full payment (or an agreed deposit) has been received.

4.2 This advance payment requirement applies in accordance with applicable laws and regulations in the Netherlands.

4.3 The Company reserves the right to:

- postpone or suspend work until payment has been received in full;
- withhold delivery of final Deliverables if payment obligations are not met.

4.4 All prices are exclusive of VAT unless stated otherwise.

5. Client Responsibilities

5.1 The Client is responsible for supplying complete, accurate, and up-to-date Source Materials.

5.2 The Client confirms it has the legal right to use and provide all Source Materials.

5.3 Any inaccuracies or omissions in the Source Materials are the sole responsibility of the Client.

6. Use of AI and Creative Interpretation

6.1 The Client acknowledges that the Company uses artificial intelligence as part of its creative process.

6.2 AI may generate or interpret elements that are not explicitly present in the Source Materials, especially where information is missing, unclear, or not visible (for example: unseen room corners, angles, finishes, lighting, or surroundings).

6.3 The Company will always make reasonable efforts to stay as close as possible to the intended design and final result.

7. Disclaimer – No Liability for Differences from Final Construction

7.1 All Deliverables are **visual impressions**, not guarantees.

7.2 Differences may occur between the Deliverables and the Final Built Result, including but not limited to layout, proportions, materials, colors, finishes, lighting, furniture, landscaping, surroundings, and details.

7.3 **The Company is not responsible or liable for any discrepancies** between the Deliverables and the Final Built Result, regardless of cause.

7.4 The Company accepts **no liability for claims from buyers, investors, end users, or other third parties** arising from reliance on the Deliverables.

8. Review, Approval, and Revisions

8.1 The Client must review Deliverables carefully upon receipt.

8.2 One round of minor revisions is included unless otherwise agreed in writing.

8.3 Any additional revisions or changes may result in additional costs.

9. Intellectual Property

9.1 All intellectual property rights remain with the Company until full payment has been received.

9.2 After full payment, the Client receives a **non-exclusive, non-transferable license** to use the Deliverables for marketing purposes only.

9.3 The Company may use the Deliverables for its portfolio, website, and promotional materials unless otherwise agreed in writing.

10. Limitation of Liability

10.1 To the maximum extent permitted by law, the Company's liability is limited to the amount paid by the Client for the specific Project.

10.2 The Company shall not be liable for indirect, consequential, or financial losses, including loss of profit or business opportunities.

11. Cancellation

11.1 If the Client cancels a Project after work has commenced, the Company is entitled to payment for all work already performed.

11.2 Advance payments are non-refundable unless otherwise agreed in writing.

12. Governing Law

12.1 These Terms are governed by the laws of **the Netherlands**.

12.2 Any disputes shall be submitted to the exclusive jurisdiction of the competent courts in the Netherlands.

13. Final Provision

13.1 If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.