

The general terms and conditions of eMagic are applicable to all agreements made between eMagic and the client. They can be obtained upon simple request or can be consulted at the bottom of [this webpage](#). By signing the offer or the cooperation agreement from eMagic or by paying the invoice from eMagic, the client declares to be aware of and to accept the general terms and conditions of eMagic.

Article 1: Definitions

In these General Terms and Conditions, the following terms are used in the following sense, unless explicitly indicated otherwise.

Parties: eMagic, established at Mellestraat 19, 9270 Laarne, Belgium with company number 0780970556 and the Client together.

Client: the person with whom eMagic has entered into an Agreement.

Article 2: Applicability of General Terms and Conditions

- These General Terms and Conditions are applicable to all quotations, offers and all agreements concluded by eMagic and all other acts and services provided by eMagic.
- By signing an Agreement with eMagic, the Client declares that he is aware of these General Terms and Conditions of eMagic and that he agrees with them.
- Parties can only deviate from these General Terms and Conditions if they have explicitly agreed so in writing.
- Parties explicitly exclude the applicability of additional and/or deviating general conditions of the Client or of third parties.

Article 3: Offers and quotations

- All offers and quotations made by eMagic are without obligation, unless otherwise explicitly mentioned in writing.
- An offer or quotation by eMagic is valid for a maximum of 1 month unless a different acceptance period is mentioned in the offer or quotation.
- If the Client does not accept an offer or quotation from eMagic within the valid time period, the offer or quotation is no longer valid.
- eMagic is only bound to the offers and quotations if the acceptance thereof is confirmed to eMagic in writing and signed by the Client within one month unless indicated otherwise.
- Offers and quotations made by eMagic do not apply to future assignments unless parties have agreed on this explicitly and in writing.

Article 4: Acceptance

- When accepting a non-binding offer or quotation, eMagic reserves the right to withdraw the offer or the quotation within 3 days of receipt of the acceptance, without the Client being able to derive any rights from this.
- Verbal acceptance by the Client only commits eMagic, after the Client has confirmed this in writing (or electronically).

Article 5: Prices

- All prices quoted by eMagic are in euros, excluding VAT and excluding any other costs such as administration costs or exchange and bank charges.
- All prices used by eMagic for its services, on its Website, or otherwise made known, can be changed by eMagic at any time.
- The price for a service is established by eMagic on the basis of the actual hours spent or the number of words.
- The price is calculated according to the usual hourly rates of eMagic, valid for the period in which they perform the work unless a different hourly rate has been agreed upon.
- If parties have agreed on a total amount for services to be provided by eMagic, this is always a guide price, unless parties have explicitly agreed in writing on a fixed price from which no deviation can be made.

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- A composite quotation does not oblige eMagic to perform part of the assignment at a corresponding part of the quoted price.
 - eMagic is entitled to deviate up to 10% from the quoted price.
 - Should the quoted price be more than 10% higher, eMagic shall inform the Client in good time as to why a higher price is justified.
 - If the increase exceeds the 10% indicative price, the Client is entitled to cancel the part of the order that exceeds the 10% increase.
 - eMagic is entitled to adjust its prices annually.
 - Prior to their introduction, eMagic will inform the Client of any price adjustments.
 - The Client has the right to cancel the Agreement with eMagic if he does not agree with the price increase.

Article 6: Payments and payment period

- Invoicing of the actions and services provided by eMagic takes place on delivery.
- Payment of the invoice amount should take place within 30 days of the invoice date, in the way indicated by eMagic and in the currency in which the invoice was made. Objections to the amount of the invoices do not suspend the payment obligation.
- eMagic may require a down-payment of up to 50% of the agreed amount when entering into the Agreement.
- Payment deadlines are considered to be final. This means that if the Client has not paid the agreed amount by the last day of the payment period, he/she is legally in default, without the need for eMagic to send a reminder or give a notice of default.

Article 7: Consequences of late payment

- Any delay in payment will result, ipso jure and without notice of default, in the interest of 1.5% per month is charged. In the event of an unjustified even partial non-payment in spite of a reminder, the debt shall in addition be increased by 15% of the amount of the invoice with a minimum of EUR 125 as fixed compensation for the damage suffered and with possible legal costs.
- If the Client remains in default of payment after the notice of default, the claim may be handed over to a collection agency, in which case the Client will be obliged to pay full compensation for extrajudicial and judicial costs in addition to the total amount then owed.
- In case of delay in payment, liquidation, bankruptcy, seizure or suspension of payment on the part of the Client, eMagic is entitled to suspend or cancel the execution of the current services or all other obligations towards the Client, without any notice of default or judicial intervention, with indemnity until the Client has met his payment obligation.
- If the Client refuses his co-operation to the implementation of the Agreement by eMagic, he is still obliged to pay the agreed price to eMagic.

Article 8: Performance of the Agreement

- eMagic shall execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.
- eMagic has the right to have the agreed services partly or fully carried out by third parties.
- The execution of the Agreement shall be done in mutual consultation and after written agreement and payment of the agreed advance, if any, by the Client.
- It is the responsibility of the Client to ensure that eMagic can commence implementation of the Agreement in good time.
- If the Client has not ensured that eMagic can commence implementation of the Agreement in good time, the resulting extra costs and/or extra hours shall be borne by the Client.

Article 9: Supply of information by the Client

- The Client shall make available to eMagic in good time, in the required form and manner, all (documents) information and data relevant for the correct implementation of the Agreement.
- The Client guarantees the correctness, completeness, and reliability of the information and data made available, also if these come from third parties, insofar as the nature of the Agreement does not require otherwise.
- If and insofar as the Client so requests, eMagic will return the relevant (documents) information and data.

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- If the Client does not provide the information or data reasonably required by eMagic or does not provide this in time or adequately, and the implementation of the Agreement is delayed as a result, the resulting extra costs and extra hours are borne by the Client.

Article 10: Non-Disclosure

- The Client shall keep secret all information relating to eMagic (in whatever form) which the Client knows or may reasonably suspect to be secret or confidential, or which it may foresee to be damaging to eMagic if disclosed.
- The Client shall take all necessary measures to ensure that it keeps all the abovementioned information secret.
- The confidentiality obligation described in this Article does not apply to information
 - which was already in the public domain before the Client became aware of it, or which became public at a later date without this being due to a breach of the Client's duty of confidentiality
 - which is made public by the Client pursuant to a legal obligation
- The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after its expiry.

Article 11: Penalty clause

- Should the other party infringe the article of these General Terms and Conditions of eMagic on secrecy or on intellectual property, it shall forfeit an immediately payable penalty for each infringement on behalf of Trade Name.
- The forfeiture of the penalty mentioned in these General Terms and Conditions does not affect the other rights of eMagic including its right to claim damages in addition to the penalty.

Article 12: Indemnification

- The Client indemnifies eMagic against all claims from third parties arising in connection with the services provided by eMagic.

Article 13: Complaints

- If a service provided does not correspond with what the Client might reasonably expect from the Agreement, the Client should inform eMagic of this as soon as possible, but at the latest within 2 weeks of discovery of the shortcomings.
- The Client shall give as detailed a description as possible of the shortcoming so that eMagic is in a position to respond adequately.
- The Client is required to show that the complaint concerns an agreement between the parties.
- If a complaint concerns ongoing work, this can in no way result in eMagic being obliged to perform work other than that agreed.

Article 14: Default notice

- The Client should notify eMagic in writing of any notice of default.
- It is the responsibility of the Client to ensure that any notice of default actually reaches eMagic (on time).

Article 15: Joint and several liability of the Client

- When eMagic enters into an Agreement with several Clients, each of them is severally liable for the full amounts due to eMagic by virtue of that Agreement.

Article 16: Liability of eMagic

- eMagic is exclusively liable for any damages suffered by the Client if and insofar as these damages are caused by intentional or deliberate recklessness.
- If eMagic is liable for any damages, it is only liable for direct damages arising from or in connection with the implementation of an Agreement.

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- eMagic is never liable for indirect damage, like consequential damage, lost profits or damage to third parties.
 - Should eMagic be liable, this liability is limited to the amount paid out by a concluded (professional) liability insurance, and in the absence of (full) payment by an insurance company of the damage amount, the liability is limited to the (part of the) invoice amount to which the liability relates.

Article 17: Expiry period

- Any entitlement of the Client to compensation from eMagic shall expire in any event 8 months after the event from which the liability arose directly or indirectly.

Article 18: Right of rescission

- The Client is entitled to dissolve the Agreement when eMagic fails imputably in the fulfilment of its obligations unless this failure does not justify the dissolution having regard to its special nature or minor importance.
- If the fulfilment of the obligations by eMagic is not permanently or temporarily impossible, dissolution can only take place after eMagic is in default.
- eMagic is entitled to dissolve the Agreement with the Client, if the Client does not fully or timely fulfil its obligations resulting from the Agreement, or if eMagic becomes aware of circumstances giving it a good reason to fear that the Client will not be able to properly fulfil its obligations.

Article 19: Force Majeure

- A failure of eMagic to comply with any obligation towards the Client cannot be imputed to eMagic in a situation independent of the will of eMagic, as a result of which the fulfilment of its obligations towards the Client is fully or partially impeded or as a result of which the fulfilment of its obligations cannot reasonably be required from eMagic.
- The above-mentioned force majeure situation also includes - but is not limited to -: a state of emergency; non-performance and force majeure of suppliers, deliverers, or other third parties; unexpected power, electricity, internet, computer, and telecom disruptions, and computer viruses.
- Should a force majeure situation arise which prevents eMagic from meeting one or more of its obligations to the Client, then those obligations shall be suspended until eMagic is once again able to meet them.
- From the moment a force majeure situation has lasted for at least 30 calendar days, both parties are entitled to dissolve the Agreement in writing, wholly or partially.
- eMagic shall not be liable for any compensation or damages in the event of a force majeure situation, even if it benefits from any advantage as a result of the force majeure situation.

Article 20: Modification of the Agreement

- If, after the Agreement has been concluded for its implementation, it appears necessary to modify or supplement its content, these modifications to the originally concluded Agreement between the Client and eMagic shall only be valid from the moment that these modifications have been accepted by both parties by means of an additional or amended Agreement.

Article 21: Modification of General Terms and Conditions

- eMagic is entitled to amend or supplement these General Terms and Conditions.
- Changes of minor importance can be made at any time.
- Major changes in the content will be discussed with the Client in advance as much as possible.

Article 22: Transfer of Rights

- Rights of the Client deriving from an Agreement between the parties, cannot be transferred to third parties without the prior written consent of eMagic.

Article 23: Consequences of nullity or voidability

- Should one or more provisions of these General Terms and Conditions of eMagic appear to be null or voidable, the remaining provisions of these General Terms and Conditions shall remain fully in force and eMagic and the Client shall enter into consultation with a view to agreeing on new provisions to replace the null or void provisions, which shall be as close as possible to what eMagic had in mind on that point when drawing up the Terms and Conditions.

Article 24: Applicable law and competent judge

- The courts of Ghent are exclusively competent to adjudicate any disputes which may arise, with Belgian law applying exclusively.

The general terms and conditions of eMagic were drafted on 7 February 2022 partly by using a document from Rocket Lawyer. These General Terms and Conditions are easily available by request or can be consulted at the very bottom of [this webpage](#).

Furthermore, eMagic respects your privacy and takes care to keep the personal information you give us confidential. In our full privacy statement which you can find at the very bottom of [our website](#), you can read which data we collect when you use our services, why we collect this data, and what we do with it. We also tell you what your rights are, who has access to your data, and how long we keep your data. If you still have questions about our privacy policy after reading this, please let us know at hello@emagic.info.