Terms and Conditions of Sale

MuricTech - IT Services

1. Purpose and Scope

These terms and conditions of sale govern all services provided by MuricTech, a company specialized in IT services and digitalization.

They apply to all our services:

- Web and mobile application development
- Website creation and redesign
- Cloud solutions and infrastructure
- Digital transformation consulting
- Maintenance and technical support
- Training and guidance

Any order implies unreserved acceptance of these terms and conditions, which prevail over all other conditions.

2. Services

2.1 Service Description

MuricTech offers customized services tailored to each client's specific needs. Each service is subject to a detailed quote specifying:

- The exact nature of services
- Expected deliverables
- Delivery timelines
- Price and payment terms
- Special conditions if applicable

2.2 Execution Methods

Services are performed according to MuricTech's methodologies and quality standards. The client commits to providing all necessary information and elements for proper mission execution within agreed timeframes.

2.3 Modifications

Any modification to the initial specifications will be subject to a contract amendment and may result in revised timelines and pricing.

3. Orders and Quotes

3.1 Quote Preparation

All quotes are prepared based on information provided by the client. They are valid for 30 days from their issue date, unless otherwise stated.

3.2 Order Acceptance

The order is considered final:

- Upon return of the signed quote with "Approved" mention
- Or upon receipt of the requested deposit
- Or by written confirmation (email, letter)

3.3 Cancellation

Any order cancellation must be notified in writing. In case of cancellation after work has begun, services already performed will be billed proportionally.

4. Prices and Payment Terms

4.1 Prices

Prices are expressed in euros excluding taxes. Applicable VAT is that in force on the billing date. Prices may be revised in case of changes in economic or regulatory conditions.

4.2 Payment Terms

Payment terms are specified on each quote and invoice:

- Deposit: generally 30% to 50% upon order
- Intermediate payments according to project progress
- Balance: upon delivery or production deployment

Payment by bank transfer, check, or electronic payment methods.

4.3 Late Payment

In case of late payment, penalties at a rate of 3 times the legal rate will apply, plus a flat fee of €40 for recovery costs.

5. Timelines and Delivery

5.1 Timelines

Indicated timelines are given for information purposes and run from receipt of the deposit and all elements necessary for service execution.

5.2 Delivery

Delivery is performed according to agreed methods (online deployment, physical delivery, training, etc.). An acceptance report may be established to verify deliverable compliance.

5.3 Force Majeure

MuricTech cannot be held responsible for any delay or failure due to force majeure or circumstances beyond its control.

6. Intellectual Property

6.1 Client Rights

Unless otherwise stipulated, the client acquires usage rights to creations made specifically for them, subject to full payment of services.

6.2 MuricTech Rights

MuricTech retains all rights to:

- Its methodologies and know-how
- Pre-existing or reusable elements
- Proprietary tools and frameworks

6.3 Client-Provided Content

The client guarantees having all rights to content they provide and releases MuricTech from any responsibility in this regard.

7. Warranties and Liability

7.1 Warranties

MuricTech guarantees:

- Service compliance with agreed specifications
- Absence of hidden defects in its creations
- Respect for quality standards and best practices

7.2 Liability Limitation

MuricTech's liability is limited to the amount of billed services. MuricTech cannot be held responsible for indirect damages, lost profits, or lost earnings.

7.3 Maintenance and Support

Maintenance and support services are subject to specific contracts defining service levels and intervention methods.

8. Confidentiality and Data Protection

8.1 Confidentiality

MuricTech commits to preserving the confidentiality of all information communicated to it in the context of its missions.

8.2 Personal Data

Personal data processing is performed in compliance with GDPR and our privacy policy. The client remains responsible for data processing they collect via developed solutions.

9. Dispute Resolution

In case of difficulty, we favor amicable resolution. Failing agreement, any dispute will be submitted to the competent courts of Chartres.

The client may also resort to consumer mediation or contact the European online dispute resolution platform.

10. General Provisions

These terms and conditions are subject to French law. They cancel and replace all previous versions.

If a clause were declared null, the other clauses would remain in force.

MuricTech reserves the right to modify these terms and conditions at any time, with new conditions applying to orders subsequent to their publication.