

BIELCO

PROJECT TERMS & CONDITIONS

Effective Date: [Date]

Client: [Client Name / Company Name]

Project: [Project Name]

Project Value: ₹[Amount]

1. Agreement & Project Scope

These Project Terms & Conditions, together with the approved quotation, invoice, project scope, and written approvals exchanged between Bielco and the Client, constitute the agreement governing the project.

Bielco will provide only the services and deliverables specifically described in the approved quotation or project scope. Any feature, service, integration, page, functionality, revision, or requirement not included in the agreed scope may be treated as additional work and may involve additional charges.

The project scope may be changed only through written agreement between Bielco and the Client.

2. Project Commencement & Payment

The project will commence after Bielco receives the agreed advance payment of **40% of the total project fee**.

The remaining **60% balance** will become payable upon substantial completion of the agreed project and before final handover of the source code, credentials, files, and other final deliverables, unless a different payment schedule is specifically stated in the quotation.

Bielco is not required to release final project deliverables until all outstanding payments relating to the project have been received.

Payments are made against project work, resources, development time, design work, third-party services, and other commitments associated with the project.

3. Client Responsibilities

The Client must provide Bielco with all information, content, images, documents, credentials, approvals, feedback, and other materials reasonably required to complete the project.

The Client is responsible for ensuring that materials supplied to Bielco may legally be used for the project.

The Client is also responsible for reviewing work submitted for approval and providing timely feedback.

4. Client Delay, Non-Response & Project Pause

If the Client does not respond to a reasonable request for information, approval, feedback, or required materials, Bielco may temporarily pause the project.

Bielco will make reasonable attempts to contact the Client through the agreed communication channels.

If the Client remains unresponsive for **7 consecutive calendar days**, Bielco may issue a written notice stating that the project is being placed on hold.

If the Client remains unresponsive for **14 consecutive calendar days after the initial notice**, Bielco may classify the project as **Client-Delayed / Client-Abandoned** and suspend further work.

The project timeline will automatically be extended by the duration of the Client-caused delay.

Bielco will not be responsible for missing the original estimated completion date where the delay has been caused by the Client's failure to provide information, approvals, feedback, access, or other required cooperation.

If the Client later wishes to restart a project that has been placed on hold or classified as abandoned, Bielco may review the remaining scope and provide a revised timeline and quotation where necessary.

5. Client Abandonment After Advance Payment

If the Client stops responding after the project has commenced, the advance payment will not automatically become refundable merely because the Client has stopped participating in the project.

Bielco may retain amounts reasonably attributable to work already performed, development/design time, resources committed, third-party expenses, and other non-recoverable project costs.

If the amount already paid exceeds the value of work and non-recoverable costs incurred, any refund obligation will be determined according to the applicable agreement and circumstances.

6. Completion Without Client Response

If Bielco completes the agreed project and the Client fails to respond to reasonable completion or approval requests, Bielco may issue a formal **Project Completion Notice**.

If the Client does not respond within **7 calendar days** of the completion notice, the project may be treated as completed for administrative purposes, provided that Bielco has substantially delivered the agreed scope.

The remaining payment will remain due in accordance with the agreed payment terms.

If the Client has already paid the full project amount and subsequently fails to respond, Bielco may close the project after issuing the completion notice.

Closing the project does not prevent the Client from contacting Bielco later regarding the delivered project, but additional work requested after closure may be chargeable.

7. Approval & Revision Process

Bielco may submit designs, pages, features, prototypes, or other project stages to the Client for review.

The Client is responsible for providing feedback within a reasonable period.

Minor changes that remain within the agreed project scope may be accommodated without significant additional charges.

Major changes, redesigns, additional pages, new functionality, changes to previously approved work, or requirements introduced after the agreed scope may be treated as additional work and quoted separately.

8. Final Handover

Following completion of the agreed scope and receipt of all outstanding payments, Bielco will provide the Client with the agreed final deliverables.

Where the project includes custom source code, the applicable source code will be handed over after full payment.

After final handover, the Client will be responsible for the ongoing management, maintenance, security, hosting, backups, updates, and operation of the website unless a separate maintenance or support agreement exists.

9. Domain Ownership

The domain name will belong to the Client when purchased and registered in the Client's name/account.

Bielco does not claim ownership of the Client's domain.

Bielco is not responsible for domain availability, renewal failure, registrar policies, domain suspension, expiration, transfer restrictions, or disputes relating to a domain where those matters are outside Bielco's control.

Where Bielco assists with domain registration or configuration, the Client remains responsible for maintaining ownership and renewal of the domain.

10. Hosting & Third-Party Services

Unless specifically included in the quotation, hosting, domain registration, premium plugins, APIs, software subscriptions, email services, payment gateways, third-party platforms, and other external services are not included in Bielco's project fee.

Third-party charges are payable by the Client.

Bielco is not responsible for failures, outages, policy changes, price increases, suspension, discontinuation, security incidents, or other issues caused by third-party providers.

11. Bug Fixes & Post-Launch Support

Bielco will correct genuine technical defects in the delivered work that are directly attributable to Bielco's implementation during the agreed post-launch support period.

The standard post-launch support period will be **30 days from final delivery**, unless another period is specified in the quotation.

Bug fixes under this provision apply to defects within the originally agreed scope.

This support does not cover:

- New features or functionality.
- Design changes requested after approval.
- Client modifications to the code or website.
- Problems caused by hosting or domain providers.
- Third-party plugins, APIs, software, or services.
- Changes made by other developers.
- Security incidents caused by compromised Client credentials.
- Problems caused by improper use or configuration.
- Changes resulting from third-party platform or browser updates.

Bielco does not guarantee that a website will remain permanently free from technical issues after the support period.

12. Maintenance & Future Changes

After completion and handover, ongoing maintenance is the responsibility of the Client unless a separate maintenance agreement is active.

Major updates, redesigns, new functionality, integrations, migrations, or structural changes requested after completion may incur additional charges.

Minor changes may be accommodated without significant charges where they are reasonably within the original scope.

The determination of whether a request constitutes a minor change, major change, maintenance task, or new development will be communicated to the Client before chargeable work begins.

13. Intellectual Property & Source Code

Upon receipt of full payment, ownership of the custom project deliverables specifically created for the Client will be transferred to the Client, subject to third-party licences and the provisions below.

Bielco retains ownership of its pre-existing materials, internal tools, reusable components, development methods, frameworks, libraries, templates, processes, and general know-how.

Third-party software, plugins, fonts, APIs, images, libraries, and other licensed materials remain subject to their respective licences and ownership terms.

14. Confidentiality

Both parties agree to maintain the confidentiality of non-public information received from the other party in connection with the project.

Confidential information may include business information, financial information, technical information, source code, credentials, customer information, project documents, strategies, and other non-public information.

Neither party will knowingly disclose confidential information to an unauthorized third party except where disclosure is required by law or reasonably necessary to perform the agreed services.

These confidentiality obligations will continue after completion or termination of the project.

15. Client Content & Legal Compliance

The Client is solely responsible for the legality, accuracy, ownership, and authorization of content, trademarks, images, documents, products, claims, and other materials supplied to Bielco.

Bielco is responsible for providing the agreed technical and creative services but does not provide legal, tax, regulatory, financial, medical, or other professional advice unless expressly agreed in writing.

The Client remains responsible for ensuring that the final website and its business operations comply with laws and regulations applicable to the Client's business.

16. Security & Credentials

The Client is responsible for maintaining the security of passwords, hosting accounts, domain accounts, administrative accounts, and other credentials after handover.

Bielco will not be responsible for unauthorized access resulting from credentials being disclosed, reused, compromised, or improperly managed by the Client or a third party after handover.

17. Limitation of Responsibility

Bielco will perform the services with reasonable professional care consistent with the agreed scope.

Bielco will not be responsible for losses or problems caused by matters outside Bielco's reasonable control, including third-party services, hosting providers, domain providers, Client modifications, unauthorized access caused by compromised credentials, or misuse of the delivered project.

Nothing in these terms is intended to exclude or limit any liability that cannot lawfully be excluded or limited under applicable law.

18. Cancellation & Termination

Either party may request termination of the project.

If the Client terminates the project after work has commenced, Bielco may retain amounts reasonably attributable to work completed, resources committed, and non-recoverable project expenses, subject to applicable law and the agreed payment terms.

Any outstanding amount properly due for work already performed will remain payable.

If Bielco terminates the project because of a material breach by the Client, Bielco may suspend further work and seek payment for services already performed and applicable costs.

If Bielco materially fails to perform the agreed services and does not reasonably remedy the failure after receiving written notice, the Client may exercise any rights available under the agreement and applicable law.

19. Force Majeure

Neither party will be responsible for delays caused by circumstances beyond reasonable control, including major technical failures, natural disasters, government actions, widespread internet or infrastructure failures, or other events that could not reasonably have been prevented.

The affected party will notify the other party within a reasonable period where practical.

20. Communication & Written Approval

Project-related approvals, scope changes, requests, and important decisions should be communicated through the agreed communication channels.

Written approval through email, messaging platforms, project-management systems, or other agreed communication methods may be treated as evidence of Client approval.

The Client should retain copies of important approvals and project communications.

21. Dispute Resolution

The parties will first attempt to resolve any project dispute through good-faith communication.

If a dispute cannot be resolved through direct communication, either party may pursue the remedies available under applicable Indian law.

Nothing in these terms prevents either party from exercising rights or remedies that cannot legally be waived or restricted.

22. Governing Law & Jurisdiction

This agreement will be governed by the laws applicable in India.

Any dispute will be subject to the jurisdiction of the courts having appropriate jurisdiction under applicable law.

The specific jurisdiction clause should be reviewed and finalized based on Bielco's actual registered/ business location before this document is used as a formal contract.

23. Entire Agreement

The approved quotation, invoice, project scope, these Project Terms & Conditions, and written amendments agreed by both parties together constitute the agreement for the project.

If there is a conflict between documents, the parties should rely on the following order unless otherwise expressly agreed:

1. Written amendment signed or expressly accepted by both parties
2. Project-specific quotation/scope
3. These Project Terms & Conditions
4. General project communications

24. Acceptance

By signing the agreement, approving the quotation, or making the required advance payment after receiving these terms, the Client acknowledges that they have had an opportunity to review the applicable project terms and agrees to the services, payment schedule, responsibilities, and conditions applicable to the project.

For Bielco

Name: ____

Designation: ____

Signature: ____

Date: _____

For Client

Name: ____

Company: ____

Signature: ____

Date: _____