

Fulfillment Client Agreement

This Fulfillment Client Agreement (“Agreement”) is made between:

DW Solutions (“Company”, “we”, “us”, “our”)
and

Client (“you”, “your”), whose details are set out in the Order Form or Proposal.

Effective Date:

1. Purpose

This Agreement outlines the terms and conditions under which DW Solutions agrees to provide services, deliverables, and related support (the “Services”) to the Client, and under which the Client agrees to engage DW Solutions for such Services.

2. Services Covered

DW Solutions provides services including but not limited to:

- Website development & maintenance
- Software solutions & integrations
- Branding, design, and creative media services
- Digital marketing & consultancy
- Fulfillment of custom technology projects as detailed in an accepted Proposal or Statement of Work (“SOW”).

The scope of each project will be defined in writing (via Proposal, Quotation, or SOW) before commencement.

3. Client Responsibilities

To enable timely and effective fulfillment, Client agrees to:

- Provide accurate and complete information, materials, and approvals needed for the Services.
- Respond to requests for feedback or clarification within the agreed timeframe (typically 3–5 business days).
- Ensure that any content provided does not infringe third-party rights, and obtain necessary permissions or licences.
- Make timely payments in accordance with this Agreement.

4. Company Responsibilities

DW Solutions will:

- Deliver Services in a professional, workmanlike manner consistent with industry standards.
- Provide deliverables and milestones as agreed in the project timeline or Proposal.
- Communicate clearly regarding project progress, risks, or changes in scope.
- Maintain confidentiality of Client's proprietary information and data.

5. Delivery & Fulfillment

- Deliverables will be provided according to the agreed method (e.g., electronic files, secure platform access, in-person sessions).
- Estimated delivery timelines are set out in the Proposal/SOW.
- Company will notify Client promptly of any delays and propose revised timelines.
- Acceptance: Client will have [5–10] business days to review and approve deliverables; absence of written feedback within this time will be deemed acceptance.

6. Payment Terms

- Fees are as stated in the Proposal/SOW.
- Unless otherwise agreed, 50% deposit is due before project commencement, and the balance upon delivery.
- Ongoing or retainer services may be billed monthly in advance.
- Late payments may incur interest at [e.g., 2% per month] and may suspend fulfillment until payment is received.

7. Changes & Revisions

- Minor revisions within the agreed scope are included.
- Major changes, additions, or new requirements not in the original Proposal/SOW will require a Change Order, with additional fees and revised timelines.

8. Confidentiality

Both parties agree to keep confidential any proprietary or sensitive information disclosed during the engagement, except as required by law or with prior written consent.

9. Intellectual Property

- Upon full payment, Client will own final deliverables specifically created for them (e.g., website design, branding assets, code).

- Company retains ownership of pre-existing tools, frameworks, templates, or proprietary methods used in fulfillment, and grants Client a licence to use them as part of the deliverables.

10. Refunds & Disputes

Refunds are governed by our **Refund Policy**.

- If a dispute arises, both parties agree to first attempt resolution through good-faith negotiation.
 - If unresolved, the matter may be referred to arbitration or mediation under Kenyan law.
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11. Termination

Either party may terminate this Agreement with written notice if the other party:

- Materially breaches the Agreement and fails to cure within 14 days; or
- Becomes insolvent or ceases operations.

Upon termination:

- Client will pay for Services completed up to termination date.
- Company will deliver any completed work already paid for.

12. Limitation of Liability

DW Solutions' total liability for any claim under this Agreement will not exceed the total fees paid by Client for the specific project. In no event will DW Solutions be liable for indirect, consequential, or incidental damages (including lost profits, data loss, or business interruption).

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of **Kenya**, without regard to its conflict-of-law rules.

14. Entire Agreement

This Agreement, together with the Proposal/SOW and Company policies (Refund, Privacy, Delivery), constitutes the entire understanding between the parties and supersedes any prior oral or written agreements.

15. Signatures

DW Solutions

Authorized Representative: _____

Name: _____

Date: _____

Client

Authorized Representative: _____

Name: _____

Date: _____