



Terms and Conditions

18 March 2026

YLTextures Terms and Conditions

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These Terms and Conditions ("Terms") govern your access to and use of the YLTextures website and digital products. YLTextures is operated by Yerne Levenstond, operating under the name Levenstond Yerne Architectuur, Belgium ("YLTextures," "we," "us," or "our").

By accessing our website or purchasing products, you ("User," "you," or "your") agree to be bound by these Terms. If you do not agree to these Terms, you must not use our services.

1. About YLTextures

1.1 YLTextures is a premium digital materials brand creating curated, design-driven digital products for professional creative workflows, including:

- PBR Textures: High-resolution, tileable textures for rendering and visualization
- SBSAR Materials: Parametric materials for Substance-based workflows
- Patterns: Graphic assets for concept work, layouts, and presentations
- Prints: High-resolution visual compositions
- Custom Materials: Bespoke materials with custom licensing terms

1.2 YLTextures operates globally, distributing digital products and licenses worldwide.

1.3 All products are developed with focus on material realism, scale accuracy, light behavior, and restrained design quality for professional use.

2. Acceptance of Terms

2.1 These Terms constitute a legally binding agreement between you and YLTextures.

2.2 By using our website or services, you represent that:

- You are at least 18 years of age or have reached the age of majority in your jurisdiction
- You have the legal capacity to enter into binding contracts
- All information you provide is accurate and complete

2.3 If you are accepting these Terms on behalf of a company or organization:

- You represent that you have authority to bind that entity





- References to "you" include both the entity and individuals acting on its behalf
- The entity accepts full responsibility for all activities under the license

3. Definitions

3.1 "Licensed Materials" means all digital products provided by YLTextures, including PBR textures, SBSAR materials, patterns, prints, and custom materials.

3.2 "Seat" means authorization for one individual user to access and utilize Licensed Materials under this Agreement.

3.3 "Final Work" means any rendered image, animation, video, presentation, or other output created by incorporating Licensed Materials into a larger creative project.

3.4 "Source Files" means the original, unmodified Licensed Materials as delivered by YLTextures.

3.5 "Services" means access to the YLTextures website, digital delivery systems, and related purchase and licensing functionality, excluding any obligation to provide ongoing hosted services. For clarity, 'Services' does not include continued use or distribution of Final Works created under a valid perpetual license.

4. Products and Services

4.1 Products displayed on our website represent our current offerings. We reserve the right to add, modify, or remove products at any time without notice.

4.2 Product descriptions, images, and previews are provided for reference purposes. Actual visual results depend on implementation, software, and workflow.

4.3 We may remove products from our library at any time. Previously purchased products remain usable under their original license terms.

4.4 Product Bundles

We may offer product bundles consisting of pre-assembled combinations of Licensed Materials at discounted pricing. Bundles have fixed content and cannot be customized. Each bundle is treated as a single product for licensing and delivery purposes.

Bundles purchased by Belgian business customers through Direct Sales receive the same Peppol-compliant invoicing and delivery as individual products.

5. Pricing and Payment

Pricing varies by customer type and location:

- Most customers: FastSpring checkout (see 5.2A)
- Belgian businesses with VAT: Direct sales (see 5.2B)
- Custom projects: Milestone payments (see 8.2.4)

5.1 Pricing

All prices are displayed in Euro (€) and are exclusive of VAT. Prices are subject to change without notice. You are responsible for determining and paying all applicable taxes including Belgian VAT (currently 21% for Belgian customers, subject to change) and VAT/sales tax in your jurisdiction.





Price changes apply only to purchases made after the effective date of the change. Previously purchased licenses remain valid under their original pricing and terms regardless of subsequent price increases or decreases.

5.2 Payment Processing and Transaction Models

YLTextures processes payments through two models depending on customer location and transaction type:

A) FastSpring Merchant of Record (Standard Model):

For most transactions, including all purchases from non-Belgian customers and Belgian consumers, we utilize FastSpring (Bright Market, LLC) as our Merchant of Record ("MoR"). In these transactions:

- FastSpring acts as the reseller and appears as the seller on your invoice and payment records
- FastSpring handles all payment processing, tax calculation, VAT compliance, and remittance
- FastSpring provides digital delivery infrastructure
- FastSpring applies transaction fees in accordance with their pricing structure, which are reflected in the final purchase price
- Section 10.1 provides additional details on FastSpring MoR transactions

B) Direct Sales (Belgian B2B Only):

For business-to-business (B2B) purchases by Belgian entities with valid Belgian VAT numbers, YLTextures processes payments directly to provide Peppol-compliant electronic invoicing:

- YLTextures appears as the seller on your invoice
- Invoices are issued via the Peppol e-invoicing network in compliance with Belgian B2B regulations
- Payment processing is facilitated by Stripe, PayPal, or other authorized payment processors acting solely as technical facilitators (not as Merchant of Record)
- YLTextures handles Belgian VAT compliance directly
- Digital delivery is provided via secure cloud infrastructure (Backblaze B2 or equivalent secure delivery system)
- Pricing excludes FastSpring transaction fees, providing cost savings for Belgian business customers

Transaction Model Selection:

The applicable transaction model is determined automatically based on:

- Customer location (billing country)
- Customer type (business with valid Belgian VAT number vs. consumer or non-Belgian business)
- Product type and license tier

For Belgian businesses with valid VAT numbers, the Belgian B2B Direct Sales option will be available at checkout. All other customers will complete purchases through FastSpring MoR.

By providing payment information, you authorize the applicable payment processor to charge the fees and represent that you have legal right to use the payment method provided and that all information is accurate and current.

5.3 Belgian B2B E-Invoicing and Peppol Compliance

YLTextures is fully compliant with Belgian business-to-business electronic invoicing requirements and issues Peppol-standard invoices for all Belgian B2B transactions.





Belgian Business Customers:

If you are a Belgian business entity with a valid Belgian VAT number (BTW/TVA), you are eligible for direct purchasing with Peppol-compliant invoicing. This provides:

- Compliance with Belgian mandatory B2B e-invoicing regulations
- Seamless integration with Belgian accounting systems via the Peppol network
- Direct business relationship with YLTextures (Belgian seller)
- Pricing that excludes FastSpring transaction fees

Peppol Invoice Delivery:

Belgian B2B invoices are delivered electronically via the Peppol network to your registered Peppol endpoint. If you do not have a Peppol-enabled accounting system, PDF invoices will be provided via email as an alternative, though Peppol delivery is strongly recommended for regulatory compliance.

Eligibility Verification:

To process Belgian B2B transactions, you must provide:

- Valid Belgian VAT number (BTW nummer)
- Registered Belgian business address
- Business contact information

YLTextures reserves the right to verify VAT registration status via EU VIES system before processing direct sales. Invalid or unverifiable VAT numbers will result in the transaction being processed through FastSpring MoR instead.

5.4 Price Indexation

Product prices may be adjusted annually based on changes in the Belgian Consumer Price Index (CPI) to account for inflation and operating cost changes. Price adjustments, when applied, take effect on January 1 of each year and apply only to purchases made after the effective date.

Indexation does not affect:

- Previously purchased perpetual licenses (which remain valid under original terms)
- Prices locked in existing written agreements for their specified duration
- Completed transactions

Current published prices on the website reflect any applicable indexation adjustments.

5.5 Belgian B2B Pricing and VAT

For Belgian business-to-business Direct Sales transactions:

Pricing Structure:

- Prices displayed exclude Belgian VAT (currently 21%, subject to statutory changes)
- Belgian VAT is calculated and added at checkout at the prevailing rate
- Pricing excludes third-party transaction fees (e.g., FastSpring markup) that apply to standard MoR transactions
- Final invoice reflects base price + Belgian VAT + payment processing fee (if applicable)

VAT Validation:

- Belgian VAT numbers are validated via the EU VIES (VAT Information Exchange System)
- Invalid or unverifiable VAT numbers will result in the transaction being redirected to FastSpring MoR processing
- Reverse charge mechanism applies where required under Belgian VAT law





Price Comparison: Belgian B2B customers benefit from direct pricing without third-party reseller markups. However, payment processing fees charged by payment facilitators are applied and itemized separately on invoices where applicable.

For Non-Belgian EU B2B Direct Sales (If Offered):

If YLTextures processes direct sales to VAT-registered businesses in other EU countries:

- EU reverse charge mechanism applies (Article 44 VAT Directive)
- Customer self-accounts for VAT in their country
- YLTextures does not charge or collect VAT
- Customer must provide valid EU VAT number for verification via VIES
- If VAT number is invalid, Belgian VAT (21%) applies and customer is responsible for claiming refund in their jurisdiction

5.6 Payment Disputes and Chargebacks

Due to the digital nature of Licensed Materials and immediate/permanent delivery:

- All sales are final upon delivery of download links or access credentials
- Payment disputes, chargebacks, or refund requests initiated after delivery will be contested
- You acknowledge that digital products cannot be "returned" once downloaded
- Initiating a chargeback after receiving files may constitute fraud

If you dispute a payment after delivery:

- YLTextures will provide evidence of delivery to the payment processor
- Your license to use the materials is immediately revoked
- You must delete all downloaded files
- Continued use after chargeback constitutes copyright infringement and breach of contract
- YLTextures reserves the right to pursue legal action for unauthorized use

For legitimate payment errors (duplicate charges, incorrect amounts), contact support@yltextures.com before initiating a dispute.

6. Download and Delivery

6.1 Digital Delivery Methods

Products are delivered digitally through methods corresponding to the transaction model:

For FastSpring MoR Transactions (Standard):

- Delivery via FastSpring's secure delivery platform
- Download links provided in FastSpring order confirmation email
- Access to FastSpring's download management system

For Belgian B2B Direct Sales:

- Delivery via YLTextures' secure cloud infrastructure (Backblaze B2 or equivalent)
- Download links provided via automated delivery system or email
- Links generated and sent within 24 hours of payment confirmation

For Custom/Enterprise Orders (All Locations):

- Delivery occurs upon final payment receipt and clearance (not at contract signature or intermediate milestones)





- Delivery method specified in project agreement or quotation
- May be delivered via Backblaze B2 secure download (most common for custom work), FastSpring (single-payment projects), secure file transfer services, or cloud storage sharing
- Preview materials or progress samples may be shared during development for feedback purposes but do not constitute final delivery
- Download links for final deliverables remain valid for 30 days from delivery

All delivery methods use secure, encrypted file transfer protocols. The specific delivery method applicable to your purchase will be confirmed in your order confirmation email.

License Documentation:

For FastSpring MoR Transactions:

- License confirmation provided automatically via FastSpring platform
- License details included in FastSpring order confirmation email

For Belgian B2B Direct Sales and Custom Projects:

- License terms specified in the invoice and/or project agreement
- The paid invoice serves as proof of license grant
- License parameters (tier, seat count, exclusivity) documented in invoice line items or attached license schedule
- Formal license certificate provided upon request

Your invoice, combined with these Terms, constitutes the complete license agreement. Retain your invoice as proof of license for audit purposes.

6.2 Download Responsibility and Link Validity

Standard products and catalog items:

Download links remain valid for 30 days or 5 download attempts, whichever comes first. Redelivery of expired links may be provided as a courtesy but is not guaranteed. You are responsible for downloading and archiving purchases immediately.

Custom projects and high-value purchases (>€500): We will provide reasonable redelivery assistance within 12 months of purchase if:

- Original purchase can be verified
- Request is made in good faith
- You have not violated license terms

Beyond 12 months, redelivery is at our discretion.

You are responsible for downloading products, including creating reasonable backup copies of downloaded files, and maintaining local storage of products. We are not a storage service.

You are responsible for:

- Downloading products within the validity period
- Creating backup copies of downloaded files
- Maintaining local storage of Licensed Materials

Redelivery of expired download links may be provided as a courtesy service at our discretion but is not a contractual obligation. We strongly recommend downloading and archiving all purchases immediately upon receipt.





For Belgian B2B Direct Sales:

Download links for Belgian B2B purchases remain valid for 30 days from delivery or a reasonable number of download attempts. Redelivery requests for expired links will be accommodated as a courtesy service but may require verification of the original purchase and valid Belgian VAT registration.

6.3 We are not responsible for lost, corrupted, or incomplete downloads due to user error or connection issues.

7. Refunds

7.1 Due to the digital nature of the Licensed Materials and their immediate delivery, all fees are non-refundable, except where required by applicable law. Refunds may only be granted in the event of a verifiable technical defect that renders the Licensed Materials unusable and cannot be resolved within a reasonable timeframe.

Purchasing the incorrect license tier, product, or quantity does not constitute grounds for refund once download access has been provided. You are responsible for verifying license requirements, product specifications, and technical compatibility before completing your purchase. If you are uncertain about which license or product is appropriate for your needs, contact support@yltextures.com before purchasing.

Custom material development projects are subject to separate cancellation and refund terms as specified in Section 8.2.5 and documented in project-specific agreements.

For EU consumers purchasing digital content: by initiating download or accessing delivered files, you expressly request immediate delivery and acknowledge that your right of withdrawal under the Consumer Rights Directive (2011/83/EU) is forfeited upon commencement of delivery. This does not affect rights arising from verifiable technical defects as described above.

7.2 Refund requests must be submitted in writing to support@yltextures.com with order details, purchase date, detailed explanation, supporting evidence and within a reasonable period after discovery of the alleged defect. We reserve the right to approve or deny refund requests in accordance with these Terms and applicable law.

8. License Grant and Usage Rights

8.1 Nature of License

8.1.1 All products are licensed, not sold. You receive usage rights only, not ownership.

8.1.2 YLTextures retains all intellectual property rights, copyright, title, and proprietary interests in all Licensed Materials.

8.1.3 Exclusivity and Reuse Rights

Unless otherwise agreed in writing, all licenses are non-exclusive. YLTextures retains the right to:

- Use, modify, and develop Licensed Materials for other projects or clients
- Include Licensed Materials in product libraries, collections, or bundles
- Sell or distribute Licensed Materials to third parties
- Use Licensed Materials in marketing, portfolio, and promotional materials

Negotiated Exclusivity:

For custom and enterprise projects, exclusivity may be negotiated and documented in a written agreement. Available exclusivity options include:





Project-Exclusive License: Licensed Materials are used exclusively for your specified project during an agreed period. After project completion or term expiration, YLTextures may reuse the materials for other purposes.

Fully Exclusive License: YLTextures permanently relinquishes all rights to reuse, redistribute, or publish the Licensed Materials. Materials are created exclusively for your use and will not be made available to any other party.

Exclusivity terms, if granted, are explicitly stated in your license documentation and supersede the default non-exclusive terms. Additional fees apply to exclusive licensing arrangements.

8.1.4 Upon successful payment, we grant you a limited, non-exclusive, worldwide license to use Licensed Materials according to your license tier.

8.1.5 Unless expressly agreed in writing, licenses are non-transferable and non-sublicensable.

8.2 License Tiers

8.2.1 YLTextures offers the following license tiers:

Personal License:

- Single-seat, perpetual license
- For individual professional or personal use
- Commercial and non-commercial projects permitted

Studio License:

- Multi-seat license for teams and studios
- Seat count specified at purchase
- May be perpetual or time-limited
- Covers designated organization

Extended/Enterprise License:

- Scalable or unlimited seats
- For larger organizations
- Custom terms and coverage
- May include additional usage rights

Custom Material License:

- Bespoke terms for commissioned materials
- Defined in separate written agreements
- Project-specific or client-specific parameters

8.2.2 Your specific license tier, seat count, duration, and parameters are confirmed at purchase or in separate documentation.

8.2.3 Custom Material Development

Custom materials are created through a separate project-based process outside standard product offerings. Custom projects are defined by written agreement and may include:

- Bespoke material development based on client specifications
- Project-specific licensing parameters and exclusivity terms





- Defined deliverables, timelines, and acceptance criteria

Unless explicitly stated in the custom agreement, the following are not included:

- Marketing strategy, copywriting, or content creation
- Web implementation, hosting, or platform integration
- Ongoing maintenance, updates, or technical support beyond delivery

Custom work scope, pricing, intellectual property terms, and delivery methods are established in project-specific documentation that supplements these Terms.

Belgian B2B Custom Projects:

Custom material projects for Belgian business customers with valid VAT registration are processed as Direct Sales with Peppol-compliant invoicing. Project quotations, agreements, and invoices will be issued directly by YLTextures. All terms in Section 5.3 regarding Belgian B2B compliance apply to custom projects.

Intellectual Property Ownership for Custom Work:

Unless explicitly stated otherwise in a written custom agreement:

- YLTextures retains all copyright and intellectual property rights to custom materials created.
- Client receives a license to use the materials according to the terms specified in the custom agreement (typically Personal, Studio, or Enterprise license terms).
- The scope of the license (exclusivity, usage rights, territorial limitations) is defined in the project-specific agreement.

For Fully Exclusive Custom Agreements Only:

- If "Full Copyright Transfer" or "Work for Hire" is explicitly stated in the written agreement and paid for separately, YLTextures may transfer copyright ownership to the client.
- Copyright transfer requires specific language in the agreement and incurs additional fees quoted on a project-specific basis, reflecting the strategic value and exclusivity of the intellectual property rights being transferred.
- Without explicit copyright transfer language, YLTextures retains all IP rights.

8.2.3.1 Expedited Delivery:

Standard delivery timelines are specified in the project quotation and are estimates, not guarantees. Actual delivery depends on:

- Timely client feedback at milestone review points
- Timely milestone payments
- Complexity of requested revisions
- Availability of required materials/information from client

YLTextures will use reasonable efforts to meet estimated timelines. Delays caused by late client feedback or payment extend timelines accordingly.

If you require expedited delivery, rush fees may apply:

- Rush fees are calculated as a percentage surcharge on the base project fee
- Availability of expedited timelines depends on current workload and technical feasibility
- Rush delivery requests must be confirmed in writing and included in the project quotation

Not all projects can be expedited. We reserve the right to decline rush requests if they compromise quality or exceed capacity.





8.2.4 Custom Work Payment Terms and Milestones

Custom material development projects are subject to payment structures based on project scope and value. Payment terms are specified in the project quotation and written agreement.

Standard Payment Structures:

For custom projects, YLTextures typically uses the following payment structures:

Small Projects:

- 50% deposit on contract execution
- 50% on final delivery

Medium Projects:

- 40% deposit on contract execution
- 30% at first review milestone
- 30% on final delivery

Large or Complex Projects:

- Payment structure defined in project agreement, typically structured around defined milestones
- May include deposit, milestone payments, and final payment

Minimal Scope Work:

- Full payment before work commences

Specific payment structure for your project will be documented in your quotation or project agreement. Payment terms may be adjusted based on project-specific factors including scope, timeline, and deliverables.

Payment Methods:

Custom project payments may be processed via:

For Belgian B2B Projects:

- Peppol electronic invoicing with payment via bank transfer
- Each milestone invoice issued via Peppol network
- Payment due within 7-14 days of invoice receipt

For International Projects:

- Stripe Invoicing (primary method for milestone payments)
- Payment via credit card, debit card, or bank transfer through Stripe
- Automated payment links and reminders

For Single-Payment Custom Projects:

- May use FastSpring if client prefers standard checkout process
- Suitable for projects without milestone structure

For Very Large Enterprise Projects:

- Direct bank transfer (SEPA or international wire)
- Formal purchase order process (if required by client procurement)

The applicable payment method will be specified in the project quotation or agreement.

Deposit Purpose:





Deposits serve to:

- Reserve project timeline and resources
- Cover initial research, sampling, and development work
- Demonstrate commitment to the project
- Offset opportunity costs if project is cancelled

Deposits are standard practice for bespoke creative services and are non-refundable once work commences.

Payment Due Dates:

Unless otherwise specified:

- Deposits are due within 7 days of contract execution (work begins upon deposit receipt)
- Milestone payments are due within 14 days of milestone completion notice
- Final payments are due within 14 days of final delivery
- Late payments may incur interest charges as permitted by law

Late Payment:

Milestone payments not received within 30 days of invoice due date may incur late payment interest as permitted under Belgian law (currently 8% annual interest + fixed compensation of €40 for B2B transactions). Continued non-payment may result in project cancellation per Section 8.2.5.

Late Payment and Collection Costs:

For Belgian B2B Transactions:

Payments not received within 30 days of due date incur:

- Late payment interest at the statutory rate (currently 8% annual)
- Fixed compensation of €40 as required by Belgian commercial law
- Reasonable collection costs including administrative fees, debt collection agency fees, and legal costs
- Attorney fees and court costs if legal proceedings are initiated

For All Other Transactions:

- Late payment interest at 8% annual or the maximum rate permitted by applicable law, whichever is lower
- Reasonable collection costs including administrative processing, reminders, and third-party collection fees
- legal fees and court costs if recovery action is required

You remain liable for all amounts due plus accrued interest and collection costs. YLTextures reserves the right to engage collection agencies or legal counsel to recover outstanding amounts, and all associated costs will be added to the debt.

8.2.5 Custom Work Cancellation, Scope Changes, and Refunds

Custom material projects involve bespoke creative work that cannot be resold or repurposed. As such, cancellation and refund terms differ from standard product purchases.

Cancellation by Client:

Before Work Commences (Deposit Paid):

- Client may cancel with written notice





- Reasonable administrative fee is retained to cover opportunity cost and administrative processing
- The remaining part of the deposit will be refunded within 30 days

After Work Commences (Before First Milestone Delivery):

- Client forfeits entire deposit (covers work performed to date)
- No refund of deposit
- No obligation for further milestone payments
- YLTextures retains ownership of all work-in-progress materials

After First Milestone Delivered:

- Client forfeits all payments made to date
- No refund of any payments
- No obligation for further milestone payments
- YLTextures retains full ownership and all rights to materials created

After Final Delivery:

- No refunds (project complete and delivered)
- All payments remain due and payable

Cancellation by YLTextures:

YLTextures may cancel a custom project if:

- Client fails to provide required materials, information, or feedback within agreed timeframes
- Client requests scope changes that fundamentally alter project feasibility
- Client breaches payment terms or other material contract provisions

In case of cancellation by YLTextures:

- Work performed to date is delivered to client (if applicable)
- Payments made cover work delivered; unused deposits refunded pro-rata based on work completed
- Client receives limited license to use delivered materials as per original agreement scope

Scope Changes and Additional Work:

Changes to project scope, deliverables, or specifications after contract execution may result in:

- Additional fees for expanded scope
- Extended timelines
- Revised milestone schedules
- Amended written agreement

Significant scope changes require written change order signed by both parties before additional work commences. Minor clarifications or refinements within original scope are accommodated without additional charge at YLTextures' discretion.

Intellectual Property on Cancellation:

Upon project cancellation:

- YLTextures retains all intellectual property rights to work-in-progress and completed materials unless final payment has been made in full





- Client may not use, reproduce, or distribute materials for which final payment has not been completed
- YLTextures may repurpose, modify, or resell materials from cancelled projects (subject to any confidentiality obligations in the original agreement)

8.2.6 Milestone Payment Process and Work Progression

For custom projects with milestone-based payment structures, work progresses according to the following process:

Invoice Issuance and Payment:

Each payment milestone is documented by a separate invoice issued by YLTextures. Invoices include:

- Project reference and milestone description
- Payment amount (base price + applicable VAT)
- Payment due date (typically 7-14 days from invoice date)
- Payment instructions (bank transfer, Stripe payment link, or other specified method)

For Belgian B2B projects, invoices are issued via Peppol electronic invoicing network. For international projects, invoices are issued via Stripe Invoicing or email.

Work Commencement:

Work on custom projects begins only after deposit payment has been received and cleared. Project timelines are calculated from deposit payment date, not from contract signature date.

Milestone Dependencies:

Work progression to subsequent project phases is contingent on timely milestone payment receipt. If a milestone payment is not received within the specified due date:

- Work on the project is paused until payment is received
- Project timeline may be extended accordingly
- YLTextures reserves the right to reallocate resources to other projects during payment delays
- Extended delays (over 30 days past due date) may result in project cancellation per Section 8.2.5

Progress Review and Feedback:

At designated milestones (where applicable), clients may receive:

- Preview images, screenshots, or low-resolution samples for review
- Progress updates and status reports
- Opportunities to provide feedback on direction and specifications

Preview materials are provided for feedback purposes only and are not final deliverables. Preview materials:

- May be watermarked, low-resolution, or otherwise limited
- Are confidential and may not be shared with third parties
- May not be used in any public-facing context (social media, presentations, websites)
- May not be used for production purposes
- Must be deleted upon final delivery of high-resolution materials

Final Deliverable Delivery:

Final high-resolution source files are delivered only upon receipt and clearance of final payment. Delivery occurs via:





- Backblaze B2 secure download link (for direct sales and custom projects)
- FastSpring delivery platform (if applicable)
- Secure file transfer or cloud storage link (for very large files)

Delivery method will be specified in project agreement. Download links remain valid for 30 days from delivery date.

Payment Timing and Cash Flow:

Clients are responsible for:

- Paying invoices within specified due dates
- Monitoring invoice delivery (email, Peppol, etc.)
- Confirming receipt of invoices if not received within expected timeframe
- Maintaining sufficient funds for scheduled milestone payments

YLTextures is not responsible for project delays resulting from late milestone payments.

Acceptance and Revisions:

- Custom work is considered complete and accepted when:
- Final deliverables match the specifications in the written agreement
- Client has had reasonable opportunity to review (typically 7-14 days, specified in project agreement based on deliverable complexity)
- Client has not provided written objection within the review period

Minor Revisions:

- Included: Adjustments to match original specifications (color correction, minor parameter tweaks, technical fixes)
- Not Included: Changes to scope, new features, different creative direction

Major Revisions:

- Require written change order and additional fees (Section 8.2.5)

Deemed Acceptance:

- If client does not provide written feedback within 14 days of final delivery, materials are deemed accepted
- Final payment becomes immediately due upon deemed acceptance
- Requests for changes after deemed acceptance are treated as new work

8.3 Seat Management

8.3.1 Each seat permits one concurrent user. Seats may not be shared simultaneously among multiple individuals.

8.3.2 For multi-seat licenses:

- You are responsible for tracking and managing seat allocation
- Only authorized individuals covered by allocated seats may use materials
- You may reassign seats within your organization provided total concurrent usage does not exceed licensed seat count

8.3.3 Remote workers and distributed teams may use materials from any location provided they are covered by valid seats and remain within defined organizational boundaries.





8.4 Permitted Uses

You may:

8.4.1 Incorporate Licensed Materials into architectural visualizations, renderings, animations, motion graphics, presentations, concept work, diagrams, and creative projects for commercial or non-commercial purposes.

8.4.2 Utilize Licensed Materials in work created for clients, including commissioned projects, marketing materials, and design deliverables.

8.4.3 Modify, adjust, recolor, scale, or transform Licensed Materials as necessary for project integration.

8.4.4 Display, publish, broadcast, or distribute Final Works containing Licensed Materials through any medium (print, digital, broadcast, online).

8.4.5 Include Final Works in portfolios, competitions, exhibitions, and promotional materials.

8.4.6 Use Licensed Materials across multiple projects throughout the license duration without additional fees, subject to seat and scope limitations.

8.5 Prohibited Uses

You shall not:

8.5.1 Distribute, sell, lease, transfer, sublicense, or make available Source Files or modified versions as standalone digital assets.

8.5.2 Share Licensed Materials with colleagues, contractors, freelancers, or third parties not covered under valid seats.

8.5.3 Include Licensed Materials in asset libraries, texture packs, material collections, template bundles, or any offering where files may be extracted independently.

8.5.4 Upload or store the Licensed Materials on shared cloud storage, project servers, or collaborative platforms in a manner that allows access by unauthorized users outside the scope of the applicable license.

8.5.5 Provide Licensed Materials to clients or third parties in editable or source format, except when incorporated into Final Works where extraction is technically prevented or commercially impractical.

8.5.6 Use Licensed Materials to train, develop, or improve artificial intelligence systems, machine learning algorithms, neural networks, or automated content generation tools.

8.5.7 Incorporate Licensed Materials into competing products or services, including texture libraries, material marketplaces, design template platforms, or asset distribution services.

8.5.8 Release Final Works or derivative products under open-source licenses requiring disclosure of Licensed Materials.

8.5.9 Use Licensed Materials in blockchain-based digital assets, non-fungible tokens (NFTs), or cryptographic applications without express written authorization.

8.6 Freelancers and Third-Party Contractors

8.6.1 Freelancers, contractors, and temporary staff working on your projects must either:

- Hold their own valid personal license, or
- Be explicitly covered under your multi-seat Studio or Enterprise license

8.6.2 Providing Licensed Materials to unlicensed freelancers or contractors constitutes a breach of these Terms.

8.6.3 You are responsible for ensuring all individuals accessing Licensed Materials through your organization are properly authorized.





8.6.4 Temporary Contractor Coverage

For Studio/Enterprise licenses with defined seat counts:

- Contractors may use a seat temporarily while actively working on your project
- You remain responsible for ensuring total concurrent usage does not exceed licensed seats
- Contractor access must be terminated upon project completion or departure
- For ongoing contractor relationships (>3 months), contractor should obtain their own license

8.7 License Duration

8.7.1 Personal Licenses are perpetual and remain valid indefinitely unless terminated for breach.

8.7.2 Studio and Enterprise licenses may be:

- Perpetual (indefinite duration)
- Time-limited (specified end date)
- Project-based (tied to specific project completion)

8.7.3 License duration is specified at purchase or in written agreements.

8.7.4 Time-limited licenses expire automatically at the specified end date unless renewed.

8.8 Technical Integration and Results

8.8.1 Licensed Materials are provided in industry-standard formats compatible with professional creative software.

8.8.2 Integration, implementation, and workflow configuration are your responsibility.

8.8.3 Visual outcomes, rendering quality, and technical performance depend on your software, renderer settings, lighting setup, and workflow choices.

8.8.4 We make no guarantee regarding specific visual results, render times, file sizes, or technical performance in your environment.

8.8.5 Software Version Compatibility

SBSAR materials are built with current Adobe Substance software and tested for compatibility at publication date. Software platforms evolve independently of YLTextures. We are not responsible for compatibility changes resulting from software updates released after material creation.

8.9 Product Updates and Versioning

Licensed Materials are provided in their current state at the time of purchase. We may release updates, improvements, or corrections to Licensed Materials at our discretion but are under no obligation to do so.

When updates are made available:

- For perpetual licenses, updates may be provided at no additional charge for a reasonable period following purchase, but this is not guaranteed
- You are not entitled to updates as a contractual right
- We reserve the right to release new versions as separate paid products
- Backward compatibility with older software versions or workflows is not guaranteed

Previously downloaded versions of Licensed Materials remain usable under the terms of your original license regardless of whether updates are released.

8.10 Technical Support Scope

Technical support is provided to assist with product delivery, file access, and license clarification. Support is available via support@yltextures.com and includes:





- Guidance on product usage and file formats
- Technical questions about Licensed Materials
- License interpretation and compliance questions
- Order processing and delivery issues

Support does not include:

- Rendering consultation or workflow optimization
- Software troubleshooting or configuration assistance
- Custom material development or modification services
- Project-specific creative or technical consulting

Support is provided on a reasonable efforts basis. Response times are not guaranteed and may vary based on inquiry complexity and volume.

8.11 Manufacturer and Commercial Services

YLTextures may provide custom material development services to manufacturers, product companies, and commercial partners ("Commercial Services"). Commercial Services are distinct from standard Licensed Materials and operate under separate terms.

Commercial Services may include:

- Material development based on physical product samples or specifications
- Visual output for marketing and product presentation
- Asset delivery for internal workflows or distribution channels
- Project-specific deliverables and licensing arrangements

Commercial Services are provided under individually negotiated written agreements that specify:

- Scope of work and deliverables
- Intellectual property ownership and licensing terms
- Exclusivity, usage restrictions, and territorial limitations
- Pricing, payment terms, and delivery schedules

These Terms apply to Commercial Services only to the extent specified in the relevant written agreement. In case of conflict between these Terms and a Commercial Services agreement, the written agreement prevails.

For information about Commercial Services, contact support@yltextures.com.

8.12 Physical Print Fulfillment (When Offered)

In addition to digital products, YLTextures may offer physical print fulfillment services on a custom quotation basis. Physical prints are distinct from Licensed Materials and are subject to additional terms.

8.12.1 Scope and Availability

Physical prints are produced and delivered only when explicitly agreed in a written quotation. Physical print services are not automatically included with any digital product purchase.

8.12.2 Production and Delivery

Physical print production includes:

- Printing services based on agreed specifications (size, material, finish)
- Optional framing and protective glazing (glass or acrylic)
- Shipping or delivery via agreed method

Physical prints are subject to:





- Lead time specified in quotation
- Shipping costs, insurance, and import duties (where applicable)
- Risk of loss or damage during transit

8.12.3 Customer Responsibilities

You are responsible for:

- Providing accurate delivery address and contact information
- Being available to receive delivery or arrange pickup
- Inspecting prints upon receipt for damage or defects
- Notifying us of any issues within 7 days of receipt

8.12.4 Returns and Defects

Physical prints may be returned or replaced only in case of:

- Manufacturing defects (incorrect size, color variation beyond acceptable tolerance, physical damage)
- Damage occurring during shipping when adequately packaged and insured

Returns for subjective reasons (color preference, aesthetic dissatisfaction) are not accepted. All physical print sales are final except for verifiable defects.

8.12.5 Installation and Mounting

Unless explicitly included in the quotation, the following are not provided:

- On-site installation or mounting services
- Wall preparation or structural assessment
- Professional hanging or framing services

You are responsible for arranging professional installation if required.

8.12.6 Governing Law for Physical Goods

Physical prints sold to consumers in the European Union are subject to applicable consumer protection laws, including statutory warranties and return rights where mandatory under law.

9. Intellectual Property Rights

9.1 YLTextures Property

9.1.1 All intellectual property rights in the website, services, Licensed Materials, documentation, branding, and related content are owned exclusively by YLTextures or its licensors.

9.1.2 Protected elements include but are not limited to:

- Photographs, textures, and digital materials
- SBSAR files and parametric systems
- Patterns, prints, and visual compositions
- Website design, code, and functionality
- Logos, trademarks, and brand elements
- Documentation and instructional content





9.1.3 No rights are granted beyond those expressly stated in these Terms.

9.2 User-Created Works

9.2.1 You retain all intellectual property rights in original works you create using Licensed Materials, subject to our continuing rights in the Licensed Materials themselves.

9.2.2 Your rights in Final Works do not include or extend to the underlying Licensed Materials.

9.3 Feedback and Suggestions

9.3.1 You are not obligated to provide feedback, suggestions, or ideas regarding our products or services.

9.3.2 If you voluntarily provide feedback, you grant YLTextures a perpetual, worldwide, royalty-free, transferable license to use, implement, modify, and commercialize such feedback without compensation or attribution.

9.4 Trademark Usage

9.4.1 You may not use YLTextures trademarks, logos, or brand elements without prior written permission.

9.4.2 Attribution to YLTextures in Final Works is appreciated but not required.

10. Third-Party Services

10.1 Payment Processing and Merchant of Record

IMPORTANT: The provisions below regarding FastSpring as Merchant of Record apply ONLY to standard transactions processed through FastSpring checkout.

For Belgian B2B Direct Sales (Section 5.2B):

- YLTextures is the Merchant of Record and seller
- These Terms govern the transaction directly
- FastSpring's terms do not apply
- Payment processors (Stripe/PayPal) act as technical facilitators only

YLTextures utilizes different payment processing methods based on transaction type and customer location.

FastSpring Merchant of Record (Standard Transactions):

For most transactions, including all non-Belgian purchases and Belgian consumer purchases, we utilize FastSpring (Bright Market, LLC) as our Merchant of Record ("MoR").

As Merchant of Record, FastSpring:

- Acts as the reseller of Licensed Materials and appears as the seller on invoices and payment records
- Collects payment on behalf of YLTextures
- Calculates, collects, and remits all applicable VAT, sales tax, and governmental charges
- Issues invoices and receipts to customers
- Provides secure file delivery infrastructure
- Handles payment-related customer service inquiries
- Applies transaction fees according to their commercial terms, reflected in final purchase price

Your use of FastSpring's services is subject to FastSpring's own terms of service and privacy policies, available at fastspring.com. We are not responsible for FastSpring's payment processing errors, service interruptions, or fee structures beyond our control.





Direct Payment Processing (Belgian B2B Sales):

For Belgian business-to-business transactions with valid VAT registration, YLTextures processes payments directly as the seller and Merchant of Record.

In Belgian B2B transactions:

- YLTextures issues Peppol-compliant electronic invoices directly
- Payment processing is facilitated by Stripe, PayPal, or other authorized payment processors acting as technical facilitators only (not as Merchant of Record)
- YLTextures is responsible for Belgian VAT compliance, delivery, and customer service
- Transaction pricing excludes FastSpring fees

Transaction Model Determination:

The applicable payment processing model is determined automatically based on customer billing location, VAT status, and transaction type. You will be clearly informed of the applicable model during checkout.

Alternative payment processors beyond FastSpring and Stripe/PayPal may be used for specific transaction types and are subject to their respective terms and conditions.

11. Termination

11.1 We may terminate or suspend your access immediately if you breach these Terms, engage in prohibited activities, or if required by law. You may terminate by ceasing all use of our services and deleting any Source Files in your possession, except as permitted for completed Final Works.

11.2 Upon termination: you must cease using Licensed Materials for new projects, outstanding payment obligations remain due, and you may continue to distribute Final Works created prior to termination provided such use complies with prohibited uses restrictions. Previously completed projects incorporating Licensed Materials may continue to be used, displayed, and distributed.

12. Privacy and Data Protection

12.1 Our collection, use, and protection of personal data is governed by our "Privacy Policy, as made available on the YLTextures website. By using our services, you consent to data practices described in our Privacy Policy.

12.2 We collect information you provide during purchases and communications, and automatically collect technical data including IP addresses, browser information, device data, and usage analytics.

12.3 We use collected data to provide and improve services, process transactions and deliver products, communicate with you, prevent fraud and enhance security, and comply with legal obligations.

13. Warranties and Disclaimers

13.1 Our website, services, and Licensed Materials are provided "AS IS" and "AS AVAILABLE" without warranties of any kind, whether express, implied, statutory, or otherwise.

13.2 We specifically disclaim all warranties including merchantability, fitness for a particular purpose, non-infringement, title, quality, accuracy, completeness, and security. We do not warrant that services will meet your specific requirements, Licensed Materials will be compatible with all software versions, or that results will be achieved through use of Licensed Materials.

13.3 You assume all risk associated with use of our services and Licensed Materials. Some jurisdictions do not allow exclusion of certain warranties or limitation of liability. In such jurisdictions, our liability is limited to the maximum extent permitted by law.





14. Limitation of Liability

14.1 To the maximum extent permitted by law, YLTextures' total aggregate liability for all claims arising from or related to these Terms or your use of services shall not exceed the amount you actually paid to YLTextures in the twelve (12) months preceding the event giving rise to liability.

14.2 Under no circumstances shall YLTextures be liable for indirect, incidental, consequential, special, exemplary, or punitive damages; loss of revenue, profits, business, opportunities, or anticipated savings; loss of data, goodwill, or reputation; business interruption; or cost of substitute products or services. These exclusions apply regardless of legal theory (contract, tort, negligence, strict liability, or otherwise) and whether we were advised of the possibility of such damages.

14.3 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any liability that cannot be excluded or limited under applicable law.

15. Indemnification

15.1 You agree to defend, indemnify, and hold harmless YLTextures, its directors, officers, employees, contractors, agents, and affiliates from all claims, demands, actions, losses, damages, liabilities, costs, and expenses (including reasonable legal fees) arising from: your use or misuse of services or Licensed Materials, your violation of these Terms, your violation of any third-party rights (including intellectual property, privacy, or publicity rights), your Final Works or projects incorporating Licensed Materials, or unauthorized access to your delivery platform resulting from your failure to maintain security.

15.2 We reserve the right to assume exclusive defense and control of any matter subject to your indemnification. You agree to cooperate fully with our defense and may not settle any claim without our prior written consent.

16. Governing Law and Jurisdiction

These Terms are governed by the laws of Belgium.

For Belgian Residents: Disputes fall under the exclusive jurisdiction of the competent courts of Belgium.

For EU Residents (Non-Belgian): Disputes may be brought in either (a) Belgian courts or (b) the courts of your country of residence, at YLTextures' discretion.

For Non-EU Residents: Disputes shall first be subject to good-faith negotiation. If unresolved within 30 days, either party may initiate binding arbitration under the rules of the Belgian Centre for Arbitration and Mediation (CEPANI), conducted in English, with arbitrator fees split equally.

Nothing in this section limits YLTextures' right to seek injunctive relief in any court of competent jurisdiction to prevent unauthorized use of intellectual property.

Mandatory consumer protection laws in your jurisdiction may supersede these terms.

17. Communication and Notices

17.1 All communications relating to these Terms & Conditions shall be conducted electronically. For questions regarding licensing, purchases, or these Terms & Conditions, the Licensor may be contacted at legal@yltextures.com. For legal inquiries, legal@yltextures.com remains the primary





contact point. Use of legal@yltextures.com constitutes valid communication for all matters under these Terms.

18. Modifications to Terms

18.1 We reserve the right to modify, update, or revise these Terms at any time at our sole discretion.

18.2 We will provide notice of material changes by posting updated Terms on our website with a new "Last Updated" date, sending email notification where feasible, or displaying prominent notice on our website.

18.3 For perpetual licenses and one-time purchases, changes apply to new purchases made after the effective date and ongoing use of the website, but usage rights for previously purchased materials are governed by terms at time of purchase. For time-limited licenses, changes take effect upon next renewal or after thirty (30) days' notice for enterprise agreements.

Changes to transaction processing models (FastSpring MoR vs. Direct Sales) do not affect usage rights for previously purchased materials, which remain governed by the license terms at time of purchase regardless of payment method used.

18.4 Continued use of our services after changes take effect constitutes acceptance of modified Terms. If you do not agree to modified Terms, you must discontinue use of services.

18.5 The "Last Updated" date at the top of these Terms indicates the most recent revision. You are responsible for reviewing Terms periodically.

19. General Provisions

19.1 These Terms, together with our Privacy Policy and any purchase-specific agreements, constitute the entire agreement between you and YLTextures and supersede all prior agreements and understandings.

19.2 If any provision is found invalid, illegal, or unenforceable, the remaining provisions continue in full force and effect. Invalid provisions shall be modified to the minimum extent necessary to make them valid and enforceable while preserving original intent.

19.3 Failure to enforce any provision does not constitute waiver. No waiver is effective unless in writing and signed by YLTextures.

19.4 You may not assign, transfer, or delegate these Terms or any rights or obligations without our prior written consent. We may assign these Terms to any affiliate, subsidiary, or successor in connection with merger, acquisition, or sale of assets.

19.5 You and YLTextures are independent contractors. Nothing in these Terms creates partnership, joint venture, employment, agency, franchise, or fiduciary relationship.

19.6 Provisions that by their nature should survive termination remain in effect, including license restrictions, intellectual property rights, payment obligations, confidentiality, warranties and disclaimers, limitation of liability, indemnification, dispute resolution, and general provisions.

19.7 These Terms are solely for the benefit of you and YLTextures. No third party has rights to enforce or benefit from these Terms.

19.8 Force Majeure

YLTextures is not liable for delays or failure to perform obligations due to events beyond reasonable control, including:

- Natural disasters (fire, flood, earthquake)
- War, terrorism, civil unrest
- Internet or telecommunications failures





- Power outages or infrastructure failures
- Illness, injury, or death
- Government actions or regulations
- Pandemics or public health emergencies

In case of force majeure:

- Project timelines will be extended by the duration of the delay
 - Client will be notified as soon as reasonably possible
 - If delay exceeds 60 days, either party may terminate the agreement, or the parties may mutually agree to extend the timeline.
 - Upon termination, deposits and milestone payments are refunded pro-rata based on work completed to date
-

20. Contact Information

For questions, support, or concerns regarding these Terms:

YLTextures

Operated by: Levenstond Yerne Architectuur

Location: Belgium

General Inquiries: support@yltextures.com

Support: support@yltextures.com

Legal/Licensing: legal@yltextures.com

Sales & Quotations: sales@yltextures.com

Custom Projects & Manufacturer Services: projects@yltextures.com

Website: <https://www.yltextures.com/>





21. Acknowledgment and Acceptance

By purchasing, downloading, or using Licensed Materials, you acknowledge that you have read and understood these Terms in their entirety, agree to be legally bound by these Terms, have authority to enter into this agreement, and that all information provided is accurate and complete.

If you do not agree to these Terms, you must immediately discontinue all use of our services.

END OF TERMS AND CONDITIONS

Last Updated: 18 March 2026

These Terms and Conditions are effective as of 18 March 2026 and apply to all users of YLTextures services worldwide.

