

TechUitgelegd General Terms and Conditions
Version 19 July 2026

Note for consumers. These Terms are primarily written for business customers. If you enter into an agreement with TechUitgelegd as a consumer, these Terms apply only to the extent permitted by law. Mandatory consumer rights always prevail. Before the agreement is concluded, you will receive, where applicable, additional information on matters including the total price, payment, performance, complaints and the statutory right of withdrawal.

Article 1 - Definitions

1. Contractor: the TechUitgelegd business, having its office at Hamburgerweg 44, 3851 EM Ermelo, the Netherlands, registered with the Dutch Chamber of Commerce under number 95780467 and trading under the names TechUitgelegd, TechUitgelegd - ICT Advies, TechUitgelegd - Consultancy, TechUitgelegd - Solutions, TechUitgelegd - Managed Services, TechUitgelegd AI and TechUitgelegd Labs.
2. Customer: any natural person or legal entity entering into an agreement with Contractor. Consumer: a natural person who is not acting in the course of a profession or business.
3. Agreement: every arrangement concerning services, goods or results to be provided by Contractor, including the quotation and attachments.
4. AI Service: a service using artificial intelligence or a generative AI model. Labs Service: a trial, beta, prototype or experimental service identified as such.
5. Licence: a right supplied by Contractor or a third party to use software, an online service, cloud capacity or other digital functionality. Subscription: a Licence or service purchased on an ongoing or fixed-term basis for which periodic or otherwise agreed payment is due.
6. SLA: the Service Level Agreement linked to Customer in the customer portal or otherwise agreed In Writing. Service Credit: compensation for an SLA breach expressed in consultancy hours.
7. In Writing: by letter or electronic means, including email and the customer portal. A document or notice in the portal can be saved or downloaded for later reference.

Article 2 - Application and order of precedence

1. These Terms apply to all offers, quotations and Agreements of Contractor. They are primarily written for business Customers. For an agreement with a consumer, they apply only to the extent permitted; mandatory consumer law prevails.
2. Departures are valid only if agreed In Writing. In case of conflict, the following order applies: the data processing agreement for privacy matters, signed assignment or quotation, service-specific terms, and then these Terms.
3. Customer's terms and conditions are expressly rejected.
4. If a provision is invalid, the remaining provisions remain effective. The parties will replace it with a valid provision approaching its purpose as closely as possible.

Article 3 - Offers and conclusion

1. A quotation is non-binding and valid for 30 days unless stated otherwise. An Agreement is concluded by written acceptance, signature, placement of an order or when Contractor starts with Customer's consent.
2. Prices exclude VAT and agreed travel, accommodation, shipping and other costs unless stated otherwise. A combined quotation does not oblige partial performance at a proportional price.
3. Customer warrants the accuracy and completeness of information underlying the quotation. Quotations do not automatically apply to future work.

Article 4 - Customer cooperation

1. Customer timely provides all information, access, decisions, licences, accounts and facilities reasonably required and appoints an authorised contact.
2. Delay or extra work caused by missing or incorrect cooperation is for Customer's account. Contractor may adjust timing and costs after written notice.

Article 5 - Performance and subcontractors

1. Contractor performs the Agreement with due care and to the best of its ability. Unless a specific result is expressly guaranteed, Contractor has a best-efforts obligation.
2. Contractor may engage qualified subcontractors and remains responsible for them as for its own work, unless Customer contracts directly with the third party.
3. Deadlines are indicative and not of the essence unless expressly agreed In Writing.

Article 6 - Changes and additional work

1. Changes in scope, approach, timing or assumptions may result in additional work and adjusted deadlines. Contractor will notify expected effects in advance; additional work requires written approval, except urgent work needed to limit damage or a security incident.
2. Work required due to a breach attributable to Contractor is not additional work.

Article 7 - Term, termination and handover

1. The term is set out in the Agreement. Either party may terminate an indefinite-term Agreement In Writing on one month's notice unless agreed otherwise.
2. On termination, Customer pays for work performed, commitments entered into and reasonable handover costs. Contractor will reasonably assist with transition upon request.

Article 8 - Fees and indexation

1. Absent a fixed price, work is charged at the applicable hourly rate. Travel time is charged at 50% of the hourly rate; travel and accommodation expenses follow the quotation.
2. Contractor may annually adjust rates on 1 January using the Dutch CPI (all households) or another written index. Other increases are announced at least 30 days in advance; if above 10%, Customer may terminate the affected ongoing service without charge before the effective date.

Article 9 - Invoicing, interest and collection

1. Invoices are due within 14 days unless agreed otherwise. A dispute does not suspend payment of the undisputed part.
2. After the due date Customer is automatically in default and owes statutory commercial interest. Reasonable extrajudicial collection costs are also due, subject to a €40 minimum where legally permitted. Separate fixed charges are not accumulated per reminder.
3. Payments are applied first to costs, then interest and then principal. All claims become immediately due upon bankruptcy, suspension of payments, liquidation or attachment.

Article 10 - Suspension and termination for cause

1. Contractor may suspend performance if Customer fails to perform or there is justified fear of non-performance, after a reasonable remedy or security period unless urgency prevents this.
2. Either party may terminate for an attributable breach justifying termination after a reasonable cure period. No cure period is required where performance is permanently impossible.
3. Rights intended to survive, including payment, confidentiality, intellectual property and liability, remain effective.

Article 11 - Inspection and complaints

1. Customer inspects deliverables promptly and reports a specific complaint within 30 days after discovery. A timely complaint does not prejudice statutory rights.
2. For a justified complaint Contractor is first given a reasonable opportunity to remedy or re-perform.

Article 12 - Title and usage rights

1. Delivered goods remain Contractor's property until all related amounts are paid. Customer keeps them identifiable and protected.
2. For protected results, Customer receives after full payment a non-exclusive, non-transferable licence for the agreed purpose, unless transfer or broader rights are agreed In Writing.
3. Contractor retains general know-how, methods, templates, components and experience. Third-party and open-source licences remain applicable.

Article 13 - AI Services

1. AI output may be inaccurate, incomplete, outdated, biased or non-unique. Customer remains responsible for human review and for decisions or publications based on output.
2. Customer will not use AI output without appropriate expert review for decisions materially affecting people, safety, health, rights or access to essential services.
3. Customer warrants it may lawfully provide data and prompts and will not provide special-category personal data, third-party confidential data or protected material unless necessary, agreed and appropriately secured.
4. Where third-party AI providers or models are used, their technical limits apply and availability may change. Contractor does not warrant that output is free of third-party rights or eligible for exclusive protection.

Article 14 - Labs and beta services

1. Labs Services are experimental, may contain errors and may be changed, suspended or discontinued. They are not for business-critical or production use unless agreed In Writing.

2. To the extent permitted by law, Labs Services are supplied as available without warranties of uninterrupted operation, data retention or future availability. Contractor will give reasonable notice of discontinuation where practicable.

Article 15 - Privacy and information security

1. Each party complies with applicable data protection law. Where Contractor processes personal data on Customer's behalf, the parties enter into a data processing agreement where required.
2. Contractor implements appropriate technical and organisational security measures. Customer remains responsible for account management, authorisations, backups and security in its own environment unless expressly assigned.
3. The parties notify relevant security incidents without undue delay and reasonably cooperate with investigation and legal obligations.

Article 16 - Confidentiality

1. Each party keeps confidential information secret and uses it only for the Agreement. Disclosure to personnel and subcontractors is permitted where necessary and subject to suitable confidentiality duties.
2. This does not cover information lawfully public, already known, independently developed or required to be disclosed by law or order. Where permitted, the other party is notified beforehand.
3. Confidentiality lasts five years after termination; for trade secrets and personal data, as long as the information retains that status or law requires.

Article 17 - Liability

1. Contractor's liability for direct loss per event is limited to the amount paid for the relevant assignment in the preceding twelve months, with an absolute maximum of the amount paid by its liability insurer plus the deductible.
2. Liability for indirect loss, including consequential loss, lost profit, missed savings, loss or corruption of data and business interruption, is excluded. Data recovery costs are direct loss only where backup or data management was expressly in scope.
3. Limitations do not apply to intent or deliberate recklessness of Contractor's management or where exclusion is prohibited by law.
4. A claim lapses if not reported In Writing within twelve months after discovery, without prejudice to mandatory law.

Article 18 - Indemnity

1. Customer indemnifies Contractor against third-party claims arising from Customer materials, instructions, unlawful use or rights infringements, except to the extent caused by Contractor. Contractor will give timely notice and allow Customer, in consultation, to conduct the defence.

Article 19 - Force majeure

1. A party is not liable for delay caused by a non-attributable circumstance outside reasonable control, which may include outages at utility, internet, cloud or telecom providers, cyber incidents despite appropriate measures, government action, illness, war and strikes.
2. The affected party gives notice and reasonably mitigates effects. Obligations are suspended. If force majeure lasts over 30 days, either party may terminate affected work; completed performance is paid.

Article 20 - Personnel and solicitation

1. During the Agreement and for six months afterwards, neither party will directly employ the other party's personnel involved in the work without prior consultation. This does not apply following a general public recruitment process not targeted at that person.

Article 21 - Changes to Terms

1. Contractor may change these Terms. Material changes for ongoing Agreements are announced at least 30 days in advance. Customer may terminate the affected ongoing service before a materially adverse change takes effect.
2. The version supplied when an assignment was concluded remains applicable, except where an announced change validly applies to an ongoing Agreement.

Article 22 - Licences and subscriptions

1. In addition to these Terms, Licences and Subscriptions are governed by the relevant supplier's usage, product and licence terms. Contractor provides those terms or their location before or with the order. Customer uses each Licence only within permitted quantities, term, region, user group and technical restrictions.

2. An order becomes binding once Contractor has placed it with the supplier. If it can no longer be cancelled or reduced without charge, Customer remains liable for the full agreed price for the remaining committed term, even if the Licence is not or is less frequently used.
3. The initial term, billing period and renewal date are stated in the quotation, order confirmation, invoice or customer portal. Unless stated otherwise, a fixed-term Licence or Subscription automatically renews for the same period. Cancellation or reduction must be received In Writing at least 30 days before renewal, or earlier where a supplier deadline communicated in advance requires this. Cancellation takes effect only at the end of the current committed period.
4. Quantities may be increased during the term and are billed pro rata or under the supplier's method. Reduction is possible only at the next renewal and to the extent the supplier permits.
5. Contractor may pass through demonstrable supplier price, currency, tax or terms changes from the date they apply to Contractor and will notify Customer as soon as practicable. If an increase does not result solely from a supplier or legal measure, Article 8 also applies.
6. Customer is responsible for authorised users, secure account management and compliance with Licence terms. For non-payment or suspected unlawful use, Contractor may suspend a Licence after warning, unless immediate suspension is needed to limit damage, misuse or a security risk.
7. Ending services does not automatically end payment duties or irrevocable supplier commitments for the remaining fixed term. On expiry the usage right ends and supplier access or data may be deleted under its terms; Customer must export required data in time.

Article 23 - SLA, support and Service Credits

1. An SLA applies when linked to Customer in the customer portal or otherwise agreed In Writing. Without another linked package, the Copper default in Appendix 1 applies. The SLA defines service coverage, priorities, response and resolution targets, availability objectives, measurement and consultancy hours awarded per breach. For a specific service level, the linked SLA prevails over these Terms.
2. Response time means the time until work starts and is not a guaranteed resolution time unless the SLA expressly says so. Measurements and timestamps in Contractor's ticketing, monitoring and customer-portal systems are the starting point, subject to proven errors.
3. No SLA breach occurs to the extent caused by planned maintenance, announced work, force majeure, Customer acts or omissions, missing access or information, systems or suppliers outside Contractor's reasonable control, use outside specification, or a Labs Service, unless the SLA says otherwise.
4. Once a breach is confirmed, the number of consultancy hours specified in the SLA is automatically added to Customer's portal as a prepaid hours bundle. Customer reports a missing or incorrect credit within 30 days after it should have appeared. Credits are not payable in cash, transferable or set off against invoices. Unless the SLA says otherwise, they are valid for 12 months.
5. The Service Credit is the exclusive contractual compensation for the mere failure to meet that SLA service level. It does not exclude liability for separate direct loss caused by an attributable breach, subject to Article 17, or any mandatory law.
6. SLA periods are suspended during a suspension for non-payment, security risk or Customer breach to the extent service delivery is affected.

Article 24 - Governing law and disputes

1. Dutch law applies. The UN Convention on Contracts for the International Sale of Goods is excluded.
2. The parties first seek to resolve disputes through consultation. They may jointly agree mediation under the then-current MfN Mediation Rules. Failing resolution, the competent court for Contractor's place of business has jurisdiction, unless mandatory law provides otherwise.

Appendix 1 - Standard SLA packages

Copper is the default package and applies where no other SLA package is linked to Customer in the customer portal. The package linked in the portal is decisive. Response and resolution times are measured under Article 23 and the service hours and measurement method described in the portal.

SLA package	Priority	Response time	Resolution time	Credit per breach
Copper	Critical	24 hours	72 hours	0.5 hours
Copper	High	36 hours	96 hours	0.5 hours
Copper	Normal	48 hours	120 hours	0.5 hours
Copper	Low	72 hours	168 hours	0.5 hours
Bronze	Critical	8 hours	24 hours	1 hours
Bronze	High	16 hours	48 hours	1 hours
Bronze	Normal	24 hours	72 hours	1 hours
Bronze	Low	36 hours	96 hours	1 hours
Silver	Critical	4 hours	16 hours	1.5 hours
Silver	High	8 hours	24 hours	1.5 hours
Silver	Normal	16 hours	48 hours	1.5 hours
Silver	Low	24 hours	72 hours	1.5 hours
Gold	Critical	1 hours	8 hours	2 hours
Gold	High	4 hours	16 hours	2 hours
Gold	Normal	8 hours	24 hours	2 hours
Gold	Low	16 hours	48 hours	2 hours

Credit calculation: each separate breach of the applicable response or resolution time generates the credit shown in the table. If both targets are missed for one ticket, two separate credits arise. Once confirmed, credits are automatically added to the customer portal as a prepaid hours bundle.

Custom

A separate SLA document is prepared and linked to Customer for a custom SLA. That document defines service levels and credits and prevails over this appendix in case of conflict.