



TERMS AND CONDITIONS

15-07-2025



1. QUOTATION, ORDER AND AGREEMENT

1.1. These terms ('Terms') apply to all quotes (including their creation, content, and adherence) between the party giving the assignment ('Client') and the party executing the assignment ('Contractor').

1.2. A quote ('Quote') is non-binding and remains valid for 30 days unless otherwise stated in the Quote itself. A Quote approved by the Client, with any attachments, together with these Terms, forms the contractual agreement ('Agreement').

1.3. The Client guarantees that all information provided to the Contractor, upon which the Quote is based, is accurate and complete.

1.4. If there are unforeseen changes in the work, the task agreed upon in the Quote ('Assignment') can be adjusted. Rates and offers in the Quote do not necessarily apply to subsequent assignments.

1.5. Confirmations of Assignments are done in writing by the Client. Should the Client fail to do so but still allow the Contractor to commence the execution, the Quote is considered agreed upon, and these Terms apply. Only when the Contractor confirms additional verbal agreements in writing are they considered binding.

2. INTELLECTUAL AND PROPERTY RIGHTS

2.1. The Contractor reserves the right, in the usual way for the respective result, to mention, place, or remove his/her name in connection with the final product of the Assignment. Unless explicitly agreed otherwise, everything created by the Contractor during the Assignment, such as designs, drawings, source codes, and other related materials, belongs to the Client.

2.2. After completion of the Assignment, neither the Client nor the Contractor is obligated to preserve the materials and results created by the Contractor, as mentioned in 2.1, unless otherwise agreed.



3. RESPONSIBILITIES

3.1. The Contractor commits to a careful and impartial execution of the Assignment, serves the Client's best interests to the best of their knowledge, and aims for a usable final product. The expected level corresponds to a professionally acting party. The Contractor commits to effort, not to a specific result.

3.2. Should there be a complaint, it must be reported in writing to the Contractor within 14 days after completion of the Assignment. If not, the Client is assumed to have approved the final product.

3.3. For proper and timely delivery, the Client ensures that all necessary and clear information and materials are provided promptly.

3.4. A completion period indicated by the Contractor serves as a guideline unless otherwise agreed upon in writing.

4. USE OF THE FINAL PRODUCT

4.1. If the final product relates to works subject to third-party rights, additional agreements will be made about the use of these works. Without written permission, the Client may not modify the final product, use it differently or more extensively than agreed, or have others do so. The Contractor may set conditions for permission, such as additional payment.

4.2. Considering the Client's interests, the Contractor may use the final product for their promotional purposes, like online promotion, competitions, and exhibitions. For physical final products, this can also mean they are temporarily lent to the Contractor.



5. WARRANTIES AND INDEMNIFICATION

5.1. The Contractor assures that he/she is the creator of the delivered design. If copyrights rest on the design, the Contractor claims authorship according to the Copyright Act. He/she also guarantees that the design, to the best of his/her knowledge, does not infringe the rights of third parties.

5.2. All liabilities lapse one year after completion or termination of the Assignment.

5.3. If the Contractor processes personal data of the Client or their customers, the Contractor is considered the "processor" and the Client the "controller" under the General Data Protection Regulation (GDPR). In this case, a processor agreement will be drafted.

5.4. The Client indemnifies the Contractor and any third parties involved in the Assignment against third-party claims arising from the use of the Assignment's result.

5.5. The Client indemnifies the Contractor against claims concerning intellectual property rights on the materials provided by the Client used during the execution of the Assignment.

6. FORCE MAJEURE

6.1. If a party cannot fulfill its obligations due to circumstances beyond its control (force majeure), it is not liable. The execution of the obligation is then postponed for the duration of the force majeure condition.

6.2. Force majeure can include extreme weather, fire, strikes, illness, major disease outbreaks, violence, cyberattacks, technical problems, government measures such as quarantine, delays by suppliers, or issues caused by third parties involved in the agreement.

6.3. In case of force majeure, the Contractor may request payment for work already done and for costs incurred or unavoidable, such as expenses for orders that can no longer be canceled without consequences.

6.4. If force majeure lasts longer than 60 days, both parties can decide to terminate the agreement, wholly or partially, if the situation permits.

6.5. If a party invokes force majeure, they must inform the other party as quickly as possible in writing, with evidence.



7. REMUNERATION AND EXPENSES

7.1. The Contractor is paid for his/her work. This can be an hourly rate, consultancy fee, fixed amount, or another agreed fee as stated in the quote.

7.2. In addition to the payment, the Contractor can also charge costs he/she incurs during the work. Parties must agree on this in writing. These costs are discussed as much as possible in advance, unless a markup percentage has been agreed.

7.3. If the Contractor has to do extra work because he/she did not receive the correct information or materials, the assignment changes, or due to other external reasons, this must be paid extra. This is calculated according to the Contractor's regular rates. The Contractor informs the Client about this before the extra work starts unless this is not possible due to the nature of the work.

7.4. If for any reason WebSloth is unable to complete the project, the Client is still obligated to pay for the hours worked by WebSloth up to the point of cessation. The agreed hourly rate or payment structure applies for the work already performed, and no refunds will be given for work completed.

8. PAYMENT AND SUSPENSION

8.1. The Contractor sends invoices on time. With consultation, the Contractor can invoice costs in advance, in between, or periodically, as agreed in the Quote.

8.2. Payments must be made within 30 days of the invoice date, without discounts or delays, unless otherwise agreed or indicated on the invoice.

8.3. If the Client does not pay on time, legal interest and additional costs are added. These costs are at least 10% of the invoice amount, but always at least €100,- excl. VAT.

8.4. If the Client does not pay within 14 days after a reminder, the Contractor may stop working. If the Client indicates not intending to pay, he/she must pay compensation for the work already done.

8.5. If one of the parties goes bankrupt, applies for suspension, receives debt relief, or dies, both parties can immediately terminate the contract and everything that still needs to be paid becomes immediately due.

8.6. Everything the Contractor delivers remains his/her property until the Client has paid everything.



9. OTHER AGREEMENTS

9.1. If the Client also wants the same task to be performed by others, he/she must first tell the Contractor.

9.2. Both parties are obligated to keep all confidential information they have obtained from each other secret if it is reasonably understandable that disclosure to third parties would be harmful to one of the parties. This also applies to their employees and others involved in the execution of the assignment.

9.3. The Client may not transfer his/her rights from the contract to others, unless he/she sells his/her entire business or if the Contractor gives written permission.

9.4. These terms can always be changed.

9.5. If a rule from these terms is not valid, it does not change anything about the other rules. The parties then talk together to create a new rule that resembles the old one.

9.6. Dutch law applies to this agreement. If there are problems, the parties try to resolve them together first. If this is not possible, the court in The Hague will decide.