

General Terms and Conditions of Nubos B.V.

These general terms and conditions apply to all offers and agreements resulting therefrom between Nubos B.V., located in Hoorn, Chamber of Commerce number 67739326, and its contracting parties ("Client").

Provisions or conditions set by the Client that deviate from or do not appear in these general terms and conditions are only binding on Nubos B.V. if and insofar as they are expressly accepted in writing.

Article 1 Quotation and Acceptance

1. Nubos B.V. prepares a quotation in which Nubos B.V. specifies the services ("the Services") it offers to perform, what is included in the Services, and the amount payable for them. Only the description of the Services provided in the quotation is binding.
2. In general, the Services include the development of custom software at the request of the Client, and everything related to it. Other services will only be provided if specified in the quotation.
3. A quotation is entirely non-binding and valid for 14 days after issuance, unless otherwise indicated in the quotation. Nubos B.V. can never be obliged to accept an acceptance after this period, but if Nubos B.V. does so, the quotation is still considered accepted.
4. The agreement is established when the communication containing the acceptance of the quotation is received by Nubos B.V. The quotation must be accepted in writing by the Client by signing it and returning it by post.
5. If the Client does not explicitly indicate agreement with the quotation but nevertheless agrees or gives the impression that Nubos B.V. is performing tasks falling within the description of the Services, the quotation is considered accepted. This also applies when the Client requests Nubos B.V. to perform certain tasks without waiting for a formal quotation.
6. Changing the Services is only possible with the consent of both parties, unless otherwise specified elsewhere in these terms and conditions.
7. Nubos B.V. will provide a suitable quotation for requests for additional work.

Article 2 Delivery of the Services

1. After the agreement has been concluded, Nubos B.V. will perform the Services as soon as possible in accordance with the quotation, taking into account the reasonable wishes of the Client.
2. The Client is obliged to do and refrain from everything that is reasonably desirable and necessary to enable the correct and timely execution of the Services. In particular, the Client ensures that all data that Nubos B.V. indicates as necessary or that the Client should reasonably understand to be necessary for the execution of the Services are provided to Nubos B.V. in a timely manner.
3. The Client will grant Nubos B.V. access to all places, services, and accounts under its control (such as web hosting accounts) that Nubos B.V. reasonably requires to deliver the Services.

4. Nubos B.V. guarantees that the Services will be performed carefully, soundly, and to the best of its ability. If a proper execution of the Services requires it, Nubos B.V. has the right to have certain work performed by third parties. Nubos B.V. remains responsible to the Client.
5. Nubos B.V. is entitled, but not obligated, to examine the accuracy, completeness, or consistency of the source materials, requirements, or specifications made available to it, and, in the event of any deficiencies, to suspend the agreed-upon work until the Client has rectified the deficiencies.
6. Unless otherwise agreed, Nubos B.V. is not a party to the delivery of services by third parties, such as software licenses or hosting required for the Services, even if Nubos B.V. procures these services on behalf of the Client.
6. Nubos B.V. has the right not to deliver or to limit the delivery of the Services in the event that the Client fails to meet its obligations towards Nubos B.V. in connection with the agreement or acts in violation of these general terms and conditions.
7. Nubos B.V. will make every effort to respond to the Client's requests during business hours within 2 hours, unless otherwise specified in the quotation.

Article 3 Development of Works

1. If a Service is aimed at developing, configuring, and/or customizing Works, such as websites, data files, software, documentation, advice, reports, analyses, designs, texts, photos, films, sound recordings, images, audiovisual material, logos, or corporate identities (hereinafter: "Works"), Nubos B.V. has the right, unless otherwise agreed, to use images, software, and components from third parties in the development, configuration, or customization of Works.
2. Nubos B.V. is allowed to use open-source software with third-party rights. This means, among other things, that Nubos B.V. may deliver open-source software to the Client and may incorporate open-source software into Works created or customized by Nubos B.V. as part of a Service. If the license for certain open-source software requires the Client to distribute (parts of) the software as open source, Nubos B.V. will inform the Client adequately about all applicable license conditions.
3. After delivery, the responsibility for the use and application of Works lies with the Client. The Client is also responsible for the use and application of Works developed, configured, or customized by Nubos B.V. after delivery. Nubos B.V. does not guarantee that the Works created are error-free and that they will function without interruption.

Article 4 Changes and Additions

1. Nubos B.V. will deliver the results after the completion of work or parts thereof when, in its professional opinion, it meets the specifications or is suitable for use.
2. The Client must then evaluate and either approve or reject the delivered results within 14 days of delivery. If the Client does not reject the delivered results within this period, they will be deemed accepted.
3. If work is delivered in phases, the Client must provide approval or rejection of the work for each phase upon delivery, as determined in the previous clause. The Client may not base approval or rejection in a later phase on aspects that were approved in an earlier phase.
4. If the Client rejects the delivered results in whole or in part, Nubos B.V. will make reasonable efforts to address the reasons for rejection as quickly as possible. This may be done by revising the results or by providing a motivated explanation of why the reasons for rejection do not apply. The Client will then have another 14 days to approve or reject the revision or explanation.

5. If the Client, after the initial revision or explanation, rejects the delivered results in whole or in part, a reasonable number of revision rounds will follow, as determined by Nubos B.V. If either party deems further revisions not (no longer) worthwhile, both parties are entitled to terminate the agreement for the respective Service. In that case, the Client will reimburse the actual hours worked by Nubos B.V., with a maximum limit equal to the amount offered for the rejected work. However, the Client is not entitled to use the rejected work in any way.
6. After the acceptance of the delivered results, any liability for defects in the delivered results ceases, unless Nubos B.V. was aware of the defect or should have been aware of it at the time of acceptance. In any case, any liability for defects expires after one year from the termination of the Agreement for any reason.

Article 5 Copyright and Use

1. Nubos B.V. is the creator and owner of the Works it creates, configures, or customizes. All rights of intellectual property and industrial property in the Works created, configured, or customized by Nubos B.V. rest exclusively with Nubos B.V. unless otherwise agreed.
2. The Client will only obtain the right of use that is explicitly granted by Nubos B.V. and only after full payment of all amounts owed by the Client under the agreement. If and insofar as the right of use is granted to the Client, it is non-exclusive, non-transferable, and non-sublicensable.
3. In addition to any statutory rights of the Client, the Client has the right to alter the Works created, configured, or customized by Nubos B.V. in consultation with Nubos B.V. (e.g., to add or remove text, images, pages, etc.). The Client is aware that Nubos B.V. is entitled to charge costs for such changes, as stipulated in the agreement.
4. Nubos B.V. is entitled to take technical measures to protect the Works created, configured, or customized by Nubos B.V. to safeguard the agreed restrictions regarding their use. The Client may not remove or circumvent any such technical measures.
5. Nubos B.V. is allowed to use the Works created, configured, or customized by it as part of a Service, including for promotional purposes. The Client can also state on its website that the Works created, configured, or customized by Nubos B.V. are by Nubos B.V. The Client is not permitted to remove or alter any mention of the name or logo of Nubos B.V. that may appear on the website or in the Works created, configured, or customized by Nubos B.V.

Article 6 Payment

1. The payment is invoiced in accordance with the quotation and, if not mentioned therein, in accordance with the applicable hourly rates. Payment will be made within 14 days after the date of the invoice.
2. Payment of a service must always be made in euros. If the Client resides abroad, the Client must pay the invoice in euros.
3. After the expiry of the payment term, the Client is in default. From the moment of default, the Client owes default interest on the outstanding amount equal to the statutory interest.
4. All reasonable costs, both in and out of court, incurred by Nubos B.V. in connection with the collection of a claim on the Client, will be borne by the Client.
5. If the Client fails to fulfill one or more of its obligations under the agreement, all reasonable costs incurred in obtaining payment out of court will be borne by the Client. The extrajudicial costs are calculated on the basis of the Dutch Extrajudicial Collection Costs Decree.

Article 7 Confidentiality

1. Parties shall treat information provided to each other before, during, or after the execution of the agreement as confidential if such information is marked as confidential or if the receiving party knows or should know that the information was intended to be confidential. Parties shall also impose this obligation on their employees and any third parties engaged by them to execute the agreement.
2. Nubos B.V. will make efforts to avoid accessing data that the Client stores and/or distributes through the hardware or software related to the Services, unless it is necessary for the proper execution of the agreement or if Service Provider is obligated to do so by a legal provision or court order. In such cases, Service Provider will make efforts to limit access to the data as much as possible, to the extent possible.
3. Nubos B.V. may use the knowledge gained during the execution of the agreement for other assignments, provided that it does not make information from the Client available to third parties in violation of confidentiality obligations.
4. The obligations under this article shall remain in effect after the termination of the agreement for any reason, for as long as the party providing the information can reasonably claim the confidential nature of the information.

Article 8 Liability

1. Nubos B.V. is only liable to the Client in the event of an attributable failure to fulfill the agreement and solely for substitute damages, meaning compensation for the value of the performance that was not provided.
2. Any liability of Nubos B.V. for any other form of damage is excluded, including, among others, additional damages in any form, compensation for indirect or consequential damages, damages due to lost revenue or profit, damages due to data loss, as well as damages due to exceeding deadlines resulting from changed circumstances.
3. In case of liability under the first paragraph, the maximum amount that Nubos B.V. is obligated to pay will be equal to the amount due for the respective service. This maximum amount is void if and to the extent that the damage is the result of intent or gross negligence by Nubos B.V.
4. The liability of Nubos B.V. for attributable failure to fulfill the agreement only arises when the Client properly and in writing declares Nubos B.V. in default, with a reasonable period given to rectify the failure, and Nubos B.V. continues to fail in the performance of its obligations after that period. The notice of default should contain the most detailed description possible of the failure so that Nubos B.V. can respond adequately.
5. In case of force majeure, including, but not limited to, disruptions or outages of the internet, the telecommunications infrastructure, power outages, domestic disturbances, mobilization, war, transportation disruptions, strikes, lockouts, business disturbances, supply disruptions, fires, floods, import and export restrictions, and in the event that Nubos B.V. is prevented from delivering by its own suppliers, regardless of the reason, making performance of the agreement not reasonably expected from Nubos B.V., the execution of the agreement will be suspended or the agreement will be terminated if the force majeure situation has lasted for more than ninety days, all without any obligation for compensation.

Article 9 Duration and Termination

1. The agreement is entered into for the term required for the delivery of the Services.

2. The agreement can only be terminated prematurely as stipulated in these general terms and conditions or with the mutual consent of both parties.
3. After termination, expiration, or dissolution for any reason, Nubos B.V. is entitled to immediately delete all data stored for the Client on its own servers. Nubos B.V. is not obligated in that case to provide the Client with a copy of this data.
4. The agreement will automatically terminate if a party is declared bankrupt, requests a suspension of payments, has a general attachment imposed on its assets, passes away, goes into liquidation, or is dissolved.

Article 10 Changes to the Agreement

1. After acceptance, the agreement may only be modified with mutual consent.
2. However, if the agreement is a long-term agreement, Nubos B.V. is entitled to unilaterally amend or expand these general terms and conditions once per calendar year. Nubos B.V. must notify the Client of these changes or expansions at least 1 month before they will take effect. Changes to the general terms and conditions cannot, however, override a specific agreement.
3. If the Client objects within this period, Nubos B.V. will consider whether to withdraw the objected changes or expansions or not. Nubos B.V. will inform the Client of this decision. If Nubos B.V. chooses not to withdraw the objected changes or expansions, the Client has the right to terminate the agreement as of the date they will take effect.
4. Nubos B.V. may make changes to these general terms and conditions at any time if necessary due to amended legal regulations. The Client cannot object to such changes.
5. The above-mentioned provisions also apply to prices.

Article 11 Privacy and Data Protection

Nubos B.V. places great importance on your privacy and the protection of your personal data. Our privacy policy, as outlined in our privacy statement, describes how we handle the collection, processing, and protection of your personal data. We encourage you to carefully read our privacy policy so that you understand what data we collect and how we use it.

By using our services and agreeing to these terms and conditions, you consent to the terms and provisions as outlined in our privacy policy.

For more information about our privacy policy, we refer you to our [Privacy Statement](#)

If you have any questions regarding our privacy policy or how we handle your personal data, please contact us using the contact information provided in our privacy policy.

Article 12 Final Provisions

1. This agreement is governed by Dutch law. To the extent that mandatory legal provisions do not dictate otherwise, all disputes arising from this agreement shall be submitted to the competent Dutch court within the jurisdiction where Nubos B.V. is located.
2. If any provision of this agreement is found to be invalid, it does not affect the validity of the entire agreement. In such a case, the parties will establish new provision(s) to the extent legally possible to reflect the original intent of the agreement and these general terms and conditions.
3. "In writing" in these terms and conditions also includes email and communication via fax, provided the identity of the sender and the integrity of the content are sufficiently established. The parties will make an effort to confirm the receipt and content of email communication.

4. The version of any communication received or stored by Nubos B.V. is considered authentic, unless proven otherwise by the Client.
5. Each party is only entitled to transfer its rights and obligations under the agreement to a third party with the prior written consent of the other party. Notwithstanding, Nubos B.V. is always entitled to transfer its rights and obligations under the agreement to a parent, subsidiary, or sister company.
6. The English version of this document is a translation of the Dutch original. Errors and/or ambiguities due to translations are not excluded. The Dutch version will always prevail.