

SUPPLEMENTARY TERMS
CONSULTANCY & CONSULTING SERVICES
12GROUP

12Group

KvK: 86515047

Hereinafter referred to as “12Group”

These supplementary terms form an addition to the General Terms and Conditions of 12Group and apply to all consultancy and consulting services provided by 12Group, including but not limited to marketing consultancy, business consultancy, strategy consultancy, SEO consultancy, entrepreneur consultancy, and other advisory, guidance, and support services. By commissioning or purchasing consultancy services, the client explicitly agrees to the applicability and content of these supplementary terms.

Article 1 - Definitions

1. **Consultancy Services:** all professional advisory and support services, including strategic advice, project guidance, implementation advice, business consultancy, marketing consultancy, SEO consultancy, strategy consultancy, entrepreneur consultancy, and other related advisory activities.
2. **Project Plan / Scope:** the written documentation of tasks, deliverables, deadlines, responsibilities, rates, and maximum hours as specified in the quotation or agreement.
3. **Delivery / Completion:** the moment when the agreed consultancy services have been performed, including all analyses, reports, recommendations, documentation, and other deliverables according to the written specifications.
4. **Feedback / Approval:** written confirmation from the client that the delivered services or reports have been accepted.
5. **Additional Work / Changes:** tasks outside the original scope, including extra analyses, advisory rounds, revisions, or strategic recommendations.
6. **Third-Party Materials:** all data, reports, software tools, or content from third parties used by 12Group at the client’s request or provided by the client.
7. **Intellectual Property:** all copyrights, database rights, trademark rights, know-how, and other protected rights regarding analyses, strategies, reports, templates, and other consultancy deliverables.

Article 2 - Applicability

1. These supplementary terms apply to all quotations, agreements, and services provided by 12Group in the field of consultancy.
2. Deviations are only valid if agreed upon in writing and signed by 12Group.

3. In case of conflicts, these supplementary terms prevail over other communications or additional agreements.
4. The client can never demand more or different work, revisions, or advisory rounds than those explicitly documented in the quotation, invoice, project plan, or scope, including maximum hours in subscriptions or retainer agreements.

Article 3 - Project Scope and Changes

1. 12Group performs consultancy services exclusively in accordance with the agreed written scope.
2. Extra work outside the scope is always considered additional work and will be invoiced separately.
3. 12Group is not obliged to perform additional work without prior written approval from the client.
4. Delays, extra costs, or risks due to change requests are fully borne by the client.
5. 12Group reserves the right to suspend work until full payment and written approval of additional work have been received.
6. If additional work substantially affects the schedule, price, or quality, 12Group is not liable for any consequential damage.

Article 4 - Planning, Feedback, and Delivery

1. 12Group prepares a schedule based on the agreed scope and deliverables.
2. The client must provide feedback, data, approvals, and additional material in a timely and complete manner; failure to do so gives 12Group the right to extend deadlines or suspend execution.
3. Delivery occurs after written approval by the client.
4. Functional delivery does not imply that analyses, advice, or reports are error-free or function correctly in all external systems or tools; the client remains responsible for application, interpretation, and implementation.
5. Revisions or additional advisory rounds are limited to the number agreed upon in the scope; extra revisions are considered additional work.

Article 5 - Client Cooperation

1. The client must provide all required information, data, systems, access, guidelines, and approvals in a timely, complete, and correct manner.
2. Insufficient cooperation grants 12Group the right to suspend or terminate services without liability.
3. Delays caused by the client do not release the client from payment obligations.
4. The client indemnifies 12Group against damages or claims resulting from incorrect, incomplete, or misleading information.

Article 6 - Intellectual Property and Licenses

1. All analyses, reports, advice, strategies, templates, and other deliverables remain the property of 12Group until full payment is received.

2. After full payment, the client receives a non-exclusive, non-transferable, purpose-limited right to use the agreed deliverables.
3. The client may not transfer, sublicense, sell, or otherwise use deliverables beyond the agreed purposes without written permission from 12Group.

Article 7 - Use of Third-Party Materials

1. If 12Group uses third-party data, content, or tools at the client's request, the client remains fully responsible for compliance with copyrights, license terms, and other rights.
2. Claims, lawsuits, or fines arising from such third-party materials are fully the client's responsibility unless otherwise agreed in writing by 12Group.
3. The client fully indemnifies 12Group against all claims, costs, damages, or legal actions from third parties arising from the use of such materials.

Article 8 - Support, Advice, and Implementation

1. 12Group provides advice and reports according to the agreed scope; interpretation, implementation, or application remains the client's responsibility.
2. Support or further guidance after delivery may be part of an active subscription or retainer; otherwise, the applicable hourly rate applies.
3. Problems caused by external parties, systems, or changes beyond 12Group's control are outside 12Group's responsibility.

Article 9 - Liability

1. Liability of 12Group is limited to direct damage; indirect damage, consequential damage, lost profits, reputational damage, or claims from third parties are excluded.
2. 12Group is not liable for:
 - a. Use by the client of incorrect specifications;
 - b. Implementation issues in systems or processes outside the scope;
 - c. External errors, data loss, or hosting issues.
3. Claims expire if not reported in writing within 12 months after delivery.

Article 10 - Advance Payment and Payment

1. 12Group may request a deposit or full advance payment before work begins.
2. Work only starts after full payment or deposit is received.
3. 12Group may suspend work in case of late payment or non-payment.

Article 11 - Delivery, Acceptance, and Revisions

1. Final delivery occurs after written approval by the client.
2. Acceptance includes quality, content, analysis, advice, and documentation in accordance with the agreed scope.
3. Extra revisions fall outside the agreed scope and will be invoiced separately.

Article 12 - Termination

1. 12Group may terminate the agreement immediately in case of non-performance, insufficient cooperation, or inappropriate behavior by the client.
2. Upon termination, the client remains liable for all outstanding amounts, incurred costs, and any damages.

Article 13 - Confidentiality

1. Both parties are obliged to keep confidential information, strategies, analyses, reports, and business information secret.
2. Confidentiality remains fully in effect after termination.

Article 14 - Governing Law and Disputes

1. Dutch law exclusively applies to these terms and the consultancy agreement.
2. Disputes are exclusively submitted to the competent court in the Netherlands unless otherwise agreed in writing.

Article 15 - Indemnification and Limitation of Liability

1. The client acknowledges that 12Group is fully indemnified against:
 - a. Non-payment, late payment, or missing deposits;
 - b. Claims or damages arising from the use of third-party materials unless otherwise agreed in writing and signed by 12Group;
 - c. Copyright, trademark, or IP claims related to content provided by the client;
 - d. External technical issues, incompatibility, or data loss;
 - e. Claims by the client or third parties regarding functionality, delivery, application, or interpretation of consultancy.
2. 12Group reserves the right to:
 - a. Suspend work until full payment is received;
 - b. Refuse risky changes or requests;
 - c. Recover all legal costs, including collection costs, from the client.