

SUPPLEMENTARY TERMS & CONDITIONS  
ICT SERVICES & ACTIVITIES - 12GROUP

**12Group**

Chamber of Commerce (KvK): 86515047

Hereinafter referred to as: "12Group"

These additional terms and conditions apply in addition to the General Terms and Conditions of 12Group and specifically apply to ICT services, maintenance, and troubleshooting. By agreeing to an ICT project, subscription, or service, the client acknowledges the validity of these terms and conditions.

**Article 1 - Definitions**

1. **ICT services:** the provision of advisory services, installation, configuration, maintenance, management, development, coding, integration, and support of software, systems, networks, hardware, and cloud solutions, including troubleshooting and technical support.
2. **Project Plan / Scope:** the written plan in which all tasks, deliverables, deadlines, responsibilities, pricing arrangements, and maximum hours (in the case of subscriptions) are recorded.
3. **Delivery / Implementation:** the moment at which the agreed ICT service or solution is available, operational, and tested in accordance with the agreed specifications.
4. **Feedback / Approval:** written approval by the client regarding delivery, results, functionality, or documentation.
5. **Additional Work / Changes:** all activities, updates, or extra services that fall outside the originally agreed scope, including additional hours beyond subscriptions.

**Article 2 - Applicability**

1. These additional terms and conditions apply to all agreements for ICT services and activities of 12Group.
2. Deviations are only valid if agreed upon in writing by 12Group.
3. In the event of conflict, these additional terms and conditions take precedence over the general terms and conditions, except where mandatory law provides otherwise.
4. The client may never demand more or different activities than those recorded in writing in the quotation, invoice, or subscription, including the maximum number of hours in subscriptions.

### **Article 3 - Project Scope and Changes**

1. ICT services are performed in accordance with the agreed written scope.
2. Additional activities or changes qualify as additional work and will be invoiced separately.
3. 12Group is not obliged to carry out requests for additional work without the client's written approval.
4. Delays, costs, or risks arising from changes or additional work are entirely at the client's expense.
5. If changes affect planning, priority, or functionality, 12Group reserves the right to suspend performance until full payment and approval have been received.

### **Article 4 - Planning and Delivery**

1. 12Group will establish a schedule in consultation with the client, including deadlines for feedback, implementation, and approvals.
2. The client must provide timely feedback; failure to do so may result in suspension or extension of deadlines.
3. Delivery takes place after written approval of the agreed deliverables or service.
4. Functional delivery does not imply that the ICT service is error-free on all possible systems, networks, or devices; minor technical deviations fall within the best-efforts obligation of 12Group.

### **Article 5 - Client Cooperation**

1. The client shall provide all necessary access, data, systems, hardware, software, login credentials, and approvals in a timely manner.
2. Insufficient cooperation entitles 12Group to suspend or terminate services without liability.
3. Delays caused by the client do not release the client from payment obligations.
4. If necessary actions, content, or approvals are missing, 12Group is not responsible for reduced performance, functionality, or results.

### **Article 6 - Intellectual Property**

1. All designs, code, documentation, templates, scripts, configurations, software, and other creations of 12Group remain the property of 12Group until full payment has been received.
2. The client receives only a non-exclusive, purpose-bound right of use for the agreed ICT service or solution.
3. Use or transfer of products or services to third parties without written consent is not permitted.
4. The client indemnifies 12Group against claims from third parties arising from materials or content provided by the client.

## **Article 7 - Testing, Bugs, and Support**

1. 12Group conducts tests prior to delivery; minor bugs or technical deviations will be resolved within reasonable efforts during the delivery phase.
2. After delivery, support may form part of an active service or maintenance subscription; without a subscription, the applicable hourly rate applies for fixes, updates, or troubleshooting.
3. The client acknowledges that support within subscriptions is limited to the agreed number of hours. Additional work is always invoiced separately.
4. Issues caused by external factors or changes made by the client or third parties fall outside the responsibility of 12Group.

## **Article 8 - Liability**

1. The liability of 12Group is limited to direct damages, as determined in the general terms and conditions.
2. 12Group is not liable for indirect damages, loss of revenue, reputational damage, or consequential damages.
3. The client is responsible for testing and verifying functionality, compatibility, and performance on its own systems.

## **Article 9 - Advance Payment and Deposit**

1. 12Group may require a deposit or full advance payment before commencing work.
2. Payment for additional work or additional functionalities may be required in advance.
3. Work will only commence after receipt of the agreed payment or deposit.

## **Article 10 - Use of AI and Software Tools**

1. If 12Group uses AI, automated tools, plug-ins, cloud services, or software services, the client acknowledges that results depend on technologies and external factors.
2. 12Group provides no guarantees regarding functionality, results, compatibility, or outcomes of AI-generated code or content.
3. The client indemnifies 12Group against all claims arising from the use of AI or software by 12Group.

## **Article 11 - Delivery and Acceptance**

1. Final delivery takes place after written approval by the client.
2. Approval implies acceptance of the functionality, performance, and quality of the ICT service.
3. Any corrective work will be carried out within a reasonable timeframe and scope; additional work will be invoiced separately.

## **Article 12 - Termination**

1. 12Group may terminate the agreement with immediate effect in the event of breach of contract, insufficient cooperation, or inappropriate behavior by the client.
2. Upon termination, the client remains liable for all outstanding amounts and costs already incurred.
3. Access to files, systems, and software will only be provided after full payment and proof of ownership.

## **Article 13 - Confidentiality**

1. The parties are obliged to keep confidential information secret, including code, designs, strategies, systems, and business information.
2. Confidentiality remains fully in force after termination of the agreement.

## **Article 14 - Governing Law and Disputes**

1. These terms and conditions and the ICT service agreement are exclusively governed by Dutch law.
2. Disputes shall be exclusively submitted to the competent court in the Netherlands, unless the parties agree otherwise in writing.

## **Article 15 - Indemnification, Hour Limits, and Limitation of Liability**

1. The client expressly acknowledges that 12Group is fully indemnified against:
  1. non-payment, late payment, or failure to pay deposits;
  2. claims or damages caused by AI, plug-ins, external software, or cloud services;
  3. technical issues caused by third parties, hacks, malware, hosting issues, or incompatibility;
  4. loss or infringement of intellectual property, including code, templates, documentation, or content of 12Group;
  5. any claim by the client or third party related to functionality, compatibility, performance, content, delivery, or support.
2. The client may never demand more or different activities than those recorded in writing in the quotation, invoice, or subscription, including the maximum number of hours in subscriptions.
3. 12Group reserves the right to:
  1. suspend or terminate services until full payment and approval have been received;
  2. refuse changes or requests that create risks;
  3. recover legal and judicial costs, including collection costs, from the client.
4. This clause shall be binding, independent of other provisions, and strengthens the legal position of 12Group to the maximum extent permitted under Dutch law.