

SUPPLEMENTARY TERMS & CONDITIONS
WEBSITE DEVELOPMENT
12GROUP

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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 are specifically applicable to website development projects. By agreeing to a website development project, the Client acknowledges the validity of these terms and agrees to the provisions contained herein.

Article 1 - Definitions

1. **Website Development:** the design, development, coding, testing, delivery, and maintenance of websites, including content, templates, plug-ins, API integrations, and all other technical and creative work required for a fully functional website.
2. **Project Plan / Scope:** the written agreement outlining all tasks, deliverables, deadlines, responsibilities, and pricing arrangements.
3. **Delivery:** the moment when the website is made available to the Client in accordance with the agreed specifications and has been tested for functionality.
4. **Feedback / Approval:** written consent by the Client regarding designs, content, functionalities, and final delivery.
5. **Additional Work / Changes:** any work outside the original project scope or additional requests made by the Client.

Article 2 - Applicability

1. These Additional Terms and Conditions apply to all agreements concerning website development.
2. Deviations are only valid if agreed in writing by 12Group.
3. In the event of conflict, these Additional Terms and Conditions prevail over the General Terms and Conditions, except where mandatory law provides otherwise.

Article 3 - Project Scope and Changes

1. The project will be executed in accordance with the agreed written scope.
2. Additional work, design changes, content modifications, or functional adjustments are considered extra work and will be invoiced separately.
3. 12Group is not obliged to carry out additional work without written approval from the Client.

4. Delays, costs, or risks resulting 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 execution until payment and approval have been received.

Article 4 - Planning and Delivery

1. 12Group will establish a project timeline in consultation with the Client, including deadlines for feedback 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 all agreed deliverables.
4. Functional delivery does not imply that the website is error-free on all possible browsers, devices, or external systems; minor technical deviations fall within 12Group's obligation of best efforts.

Article 5 - Client Cooperation

1. The Client shall provide all required content, files, login credentials, system access, and approvals in a timely manner.
2. Insufficient cooperation entitles 12Group to suspend or terminate work 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, content, templates, plug-ins, and creations by 12Group remain the property of 12Group until full payment has been made.
2. The Client receives only a non-exclusive, purpose-bound right of use for the agreed website.
3. Use or transfer of the website to third parties without written consent is not permitted.
4. The Client indemnifies 12Group against third-party claims arising from materials or content provided by the Client.

Article 7 - Testing, Bugs, and Support

1. 12Group performs testing prior to delivery; minor bugs or technical deviations will be resolved within reasonable efforts during the delivery phase.
2. After delivery, support may be included under an active subscription; without a subscription, the applicable hourly rate applies for fixes or updates.
3. Issues caused by external factors, Client modifications, or third parties fall outside the responsibility of 12Group.

Article 8 - Liability

1. 12Group's liability 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 content, functionality, and compatibility 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 extra 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, or external software, 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 functionality, design, and content.
3. Any corrective work will be performed within a reasonable timeframe and within scope; additional work will be invoiced separately.

Article 12 - Termination

1. 12Group may immediately terminate the agreement in case of breach, insufficient cooperation, or inappropriate conduct by the Client.
2. Upon termination, the Client remains liable for all outstanding amounts and incurred costs.
3. Access to files, domains, and systems 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, and systems.
2. Confidentiality remains fully in force after termination of the agreement.

Article 14 - Applicable Law and Disputes

1. These terms and the website development agreement are exclusively governed by Dutch law.
2. Disputes shall be exclusively submitted to the competent court in the Netherlands, unless otherwise agreed in writing.

Article 15 - Indemnification 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 arising from AI, plug-ins, external software, or tools;
 3. technical problems caused by third parties, hacks, malware, hosting issues, or incompatibility;
 4. loss or infringement of intellectual property, including designs, code, templates, or content of 12Group;
 5. any claim by the Client or third party related to functionality, compatibility, performance, content, or delivery.
2. 12Group reserves the right to:
 1. suspend or terminate work until full payment and approval are received;
 2. refuse changes that create risks;
 3. recover legal and judicial costs, including collection costs, from the Client.
3. This clause is binding independently of other provisions and strengthens the legal position of 12Group to the maximum extent permitted under Dutch law.