LEGAL

General terms and conditions

These terms apply to quotes, assignments and ongoing services from DinkelLabs: consulting, development, management, hosting and domain names.

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Company details

DinkelLabs	Enschede, Netherlands
Chamber of Commerce	42159215
VAT	NL005544070B49

Article 1
Definitions

1.1 DinkelLabs: the sole proprietorship DinkelLabs, based in Enschede, the Netherlands, with the company details at the top of this page.

1.2 Client: the person or organisation that gives DinkelLabs an assignment or receives a quote from DinkelLabs.

1.3 Assignment: the agreement under which DinkelLabs does work for the client, such as advice, designing and building software, data and AI systems and websites, and running them.

1.4 Ongoing service: a service that continues and is invoiced per period, such as hosting, management, maintenance and domain name registration.

1.5 Deliverable: anything DinkelLabs makes and delivers for the client, such as software, source code, configuration, models, documentation and advice.

1.6 In writing: by letter or by email.

Article 2

Scope

2.1 These terms apply to every quote from DinkelLabs and to every assignment and ongoing service, unless we agree otherwise in writing.

2.2 Arrangements in a quote or order confirmation take precedence over these terms.

2.3 The client’s own general terms do not apply unless DinkelLabs accepts them expressly and in writing.

2.4 If a provision is void or annulled, the others remain in force. We then replace it with a valid provision that comes as close as possible to what was intended.

2.5 DinkelLabs works for businesses and organisations. If the client is nonetheless a consumer, these terms apply only as far as the law permits. Mandatory consumer law always prevails.

Article 3

Quotes and formation of the agreement

3.1 A quote is without obligation and valid until the date it states, or for 30 days if it states none.

3.2 An assignment is formed as soon as the client accepts the quote in writing, or as soon as DinkelLabs starts the work with the client’s consent.

3.3 A quote is based on the information the client has provided. If that turns out to be incorrect or incomplete, DinkelLabs may adjust the quote or the price.

3.4 Prices are in euros and exclude VAT, unless stated otherwise.

3.5 For fixed-price work and for a first assignment, DinkelLabs may ask for an advance payment. The amount is stated in the quote; DinkelLabs starts the work once the advance has been paid.

3.6 If a consumer concludes an assignment at a distance, for example online or by email, they may withdraw from it within 14 days without giving a reason. If they expressly ask DinkelLabs to start within that period, they pay for the work done up to the withdrawal.

Article 4

Performing the work

4.1 DinkelLabs performs assignments to the best of its ability, with the care of a skilled professional. Unless a result is expressly promised, this is an obligation of effort, not of result.

4.2 Deadlines and schedules are estimates unless a strict deadline is expressly agreed. If a deadline is at risk, DinkelLabs says so as soon as possible. If a deadline is missed, the client first gives DinkelLabs written notice of default with a reasonable period to perform.

4.3 DinkelLabs may have parts of the work done by others and uses third-party services, such as cloud services, hosting, registrars, payment service providers, AI models and open-source software.

4.4 Articles 7:404 and 7:407(2) of the Dutch Civil Code do not apply.

4.5 Support and management take place on working days during office hours and on a best-effort basis, unless a service level is agreed in writing. Work done urgently or outside office hours at the client's request may be invoiced with a surcharge announced in advance.

Article 5

The client's cooperation

5.1 The client provides, on time, the information, access (such as accounts, systems and data) and cooperation the work needs, and is responsible for its accuracy.

5.2 Delays or extra work caused by this not happening, or not on time, are at the client's expense.

5.3 The client guarantees that it may use, and may have processed, the data, materials and software it gives to DinkelLabs, and indemnifies DinkelLabs against third-party claims about them.

5.4 The client makes its own backups of its data, unless it is agreed that DinkelLabs does so.

5.5 Accounts with cloud services, AI providers and other suppliers are in the client's name wherever possible. Usage-based costs, such as computing power, storage and the use of APIs and AI models, are for the client, even if they turn out higher than expected. DinkelLabs sets budget limits or alerts where possible.

Article 6

Prices, hourly rate and additional work

6.1 DinkelLabs invoices hourly work at the agreed hourly rate, based on the time actually spent according to its time records. A budget or estimate is an indication, not a fixed price. If a budget is clearly going to be exceeded, DinkelLabs consults the client first.

6.2 A fixed price covers the work described in the quote. Work outside it, or a change requested by the client, is additional work. DinkelLabs announces additional work in advance and invoices it at the current hourly rate, unless we agree another price.

6.3 Third-party costs, such as licences, hosting, domain names and the use of APIs and AI models, are passed on unless included in the price.

6.4 DinkelLabs may adjust hourly rates and the prices of ongoing services once a year on 1 January. Price increases by suppliers, such as registries and hosting providers, may be passed on in between. DinkelLabs announces an increase at least one month before it takes effect; the client may then cancel the service concerned as of that date.

Article 7

Invoices and payment

7.1 Unless agreed otherwise, DinkelLabs invoices hourly work monthly in arrears, fixed-price work according to the agreed instalments, and ongoing services in advance per period.

7.2 Payment is due 14 days after the invoice date, unless the invoice states another term. The client pays online through the payment link with the invoice, or by bank transfer quoting the invoice number.

7.3 DinkelLabs sends invoices and notices by email. The client reports changes to its billing details or email address in good time.

7.4 If the client does not pay on time, DinkelLabs sends a reminder. If payment is still not made within the period stated in it, the client is in default and owes statutory interest (for a business: statutory commercial interest) and extrajudicial collection costs according to the statutory scale.

7.5 If the client is in default, DinkelLabs may suspend the work and ongoing services after written notice until payment is made.

7.6 As long as invoices that are due remain unpaid, DinkelLabs may withhold delivery of deliverables, source code and data, and the transfer codes for domain names.

7.7 The client raises any objection to an invoice in writing within 14 days of the invoice date. The undisputed part of the invoice is paid on time regardless.

Article 8
Direct debit

8.1 If we agree on payment by direct debit, the client receives a link with an invoice that pays that invoice and authorises DinkelLabs to collect later invoices from its account automatically (SEPA direct debit). The mandate and the collections are handled by our payment service provider Mollie.

8.2 The client receives every invoice we collect at least 14 days before we debit the amount. The invoice states the amount and the date on or

around which we debit it, and serves as the pre-notification of the collection.

8.3 The client can have a collection refunded through its bank within 8 weeks without giving a reason. The invoice does not lapse as a result; it is then paid in another way, unless the invoice is incorrect.

8.4 If a collection fails or is reversed, DinkelLabs sends an email with a payment link the same day. If the invoice then remains unpaid, article 7 applies.

8.5 The client can revoke the mandate at any time, by telling DinkelLabs in writing or through its bank. Later invoices are then paid through the payment link or by bank transfer. A collection already announced on a sent invoice is stopped on request if the request arrives before the debit date.

Article 9

Ongoing services: hosting, management and domain names

9.1 An ongoing service runs for the period it is invoiced for: if the client pays per year, the service runs for a year at a time; if it pays per month, for a month. If the quote states no period, it is one year. After each period the service renews automatically for the same period.

9.2 Either party may cancel an ongoing service in writing at the end of the current period, with one month’s notice. The service then continues until the end of that period.

9.3 DinkelLabs aims for the best possible availability but does not guarantee uninterrupted or error-free operation unless a service level is agreed in writing. DinkelLabs announces planned maintenance in advance where possible.

9.4 For domain names, DinkelLabs acts as an intermediary for the registration. Application, registration and use are also subject to the rules of the registry concerned (such as SIDN for .nl) and the registrar. DinkelLabs does not guarantee that a requested domain name will be assigned. The client is the holder of its domain names, unless agreed otherwise, and is responsible for their use.

9.5 The renewal of a domain name must be paid before its expiry date, and the client keeps its holder details up to date. If the renewal is not paid in time, DinkelLabs may let the domain name expire. DinkelLabs is not liable if a domain name lapses as a result or is registered by someone else.

9.6 Charges for a registration or subscription period that has already started are not refunded on cancellation. After cancellation, DinkelLabs helps move domain names and data to another provider, provided all invoices have been paid.

9.7 The client is responsible for what it publishes, sends or stores using the services. On a well-founded report of unlawful content or abuse, DinkelLabs may make the content inaccessible or suspend the service; DinkelLabs informs the client as soon as possible.

9.8 After an ongoing service ends, DinkelLabs keeps the client's data available for export for 30 days and then deletes it, unless the law requires it to be kept longer.

Article 10

Delivery, acceptance and warranty

10.1 If an acceptance test is agreed, the client has 14 days after delivery to test the deliverable and report defects in writing with a clear description. Without a report within that period, or as soon as the client uses the deliverable in production, the deliverable is accepted.

10.2 Minor defects that do not prevent use are no reason to refuse acceptance. DinkelLabs fixes them within a reasonable time.

10.3 DinkelLabs fixes free of charge any errors in a deliverable that the client reports within 3 months of acceptance and that are attributable to DinkelLabs. After that, or if the cause lies elsewhere (such as changes by others or changes in third-party services), repairs are charged at the current hourly rate.

10.4 Software is never entirely free of errors. DinkelLabs does not guarantee that a deliverable works without interruption or without

errors.

Article 11

Intellectual property

11.1 The rights to deliverables DinkelLabs makes specifically for the client transfer to the client once all invoices for that deliverable have been paid. These terms, together with the assignment, serve as the deed of transfer; where needed, DinkelLabs cooperates in a separate deed. Until payment, the client has a right to use the deliverable for the duration of the assignment.

11.2 For such deliverables the client receives the source code and the documentation needed to use and maintain them, for example through access to the repository.

11.3 The rights to what DinkelLabs already had or develops independently of the assignment, such as its own libraries, tools, templates, methods and knowledge, remain with DinkelLabs. Where these are part of a deliverable, the client receives a non-exclusive, perpetual and transferable right to use the deliverable and to modify it or have it modified.

11.4 Open-source software in a deliverable is governed by its own licence. DinkelLabs may contribute improvements to open-source projects back to those projects, provided they contain no confidential information of the client.

11.5 DinkelLabs may use knowledge and experience gained during an assignment for other work, without using the client’s confidential information.

11.6 DinkelLabs may mention the client’s name and a general description of the work as a reference, unless the client objects.

Article 12

AI systems and tools

12.1 DinkelLabs may use third-party AI tools and models in its work. For the client's confidential data, DinkelLabs chooses services that do not use submitted data to train their models.

12.2 Output from AI systems is not always correct or complete. The client remains responsible for decisions taken on the basis of such output, for human oversight where needed, and for the obligations the law (such as the EU AI Act) places on it as the deployer of the system.

Article 13

Confidentiality

13.1 Both parties keep the other's confidential information secret, also after the assignment ends, unless a legal duty requires disclosure. Information is confidential if this has been stated or follows from its nature.

Article 14

Personal data

14.1 If DinkelLabs processes personal data on behalf of the client, for example in hosting, management or work with customer data, DinkelLabs is a processor within the meaning of the GDPR and the client is the controller. On request we conclude a data processing agreement.

14.2 As long as there is no separate data processing agreement, DinkelLabs processes such data only on the client's instructions, secures it appropriately, engages only sub-processors it has disclosed to the client, reports a data breach without undue delay, assists with requests from data subjects, and deletes or returns the data when the work ends.

14.3 DinkelLabs processes and stores data within the European Economic Area, unless agreed otherwise in writing.

Article 15

Liability

15.1 DinkelLabs is liable only for direct damage resulting from an attributable failure, and only after the client has given DinkelLabs written notice of default with a reasonable period to remedy the failure.

15.2 Liability is limited to the amount (excluding VAT) DinkelLabs has invoiced for the assignment concerned, and for an assignment or service running longer than six months to the amount invoiced in the six months before the event causing the damage. In all cases liability is limited to € 25,000 per event; related events count as one event.

15.3 DinkelLabs is not liable for indirect damage, such as consequential loss, lost profit, lost savings, damage from business interruption, and loss of or damage to data.

15.4 DinkelLabs is not liable for outages or failures of third-party services, such as cloud services, registries, payment service providers and AI models.

15.5 These limitations do not apply in the event of intent or deliberate recklessness on the part of DinkelLabs.

15.6 A claim for damages lapses unless it is reported to DinkelLabs in writing within 12 months after the client knew or could reasonably have known of the damage.

Article 16

Force majeure

16.1 DinkelLabs is not obliged to perform in the event of force majeure. This includes illness of the person doing the work, outages at suppliers, of the internet or of the power supply, and cyberattacks despite reasonable security measures.

16.2 If force majeure lasts longer than 60 days, either party may dissolve the assignment in writing. Work already done is paid for proportionally.

Article 17

Duration and termination

17.1 A project assignment ends when the work is finished. Either party may terminate an assignment for an indefinite period in writing with one month’s notice.

17.2 If the client terminates an assignment early, it pays for the work done up to then and the cost of commitments DinkelLabs has already entered into for the assignment. For a fixed price, this is in proportion to the work done.

17.3 Either party may dissolve the assignment with immediate effect if the other goes bankrupt, is granted a suspension of payments, or fails to remedy a serious failure within a reasonable period after written notice of default.

17.4 Provisions that by their nature continue, such as those on intellectual property, confidentiality and liability, remain in force after the assignment ends.

17.5 When an assignment ends, the parties return or revoke each other’s materials, keys and access credentials. DinkelLabs ends its access to the client’s systems, unless an ongoing service needs it.

Article 18

Applicable law and disputes

18.1 Dutch law applies to quotes, assignments and these terms.

18.2 The parties first try to resolve a dispute together. If that fails, the court of Overijssel (Rechtbank Overijssel) decides, unless the law assigns another court.

Article 19

Changes, transfer and language

19.1 DinkelLabs may change these terms. A new version applies to new quotes and assignments, and to running ongoing services 30 days

after DinkelLabs has announced the change. If the client does not agree, it may cancel the service as of the date the change takes effect.

19.2 DinkelLabs may transfer its rights and obligations under assignments to a legal entity that continues the DinkelLabs business, such as its own private limited company. The client consents to this in advance; DinkelLabs announces the transfer in writing.

19.3 These terms exist in Dutch and English. In case of any difference, the Dutch text prevails.