

# GENERAL TERMS AND CONDITIONS

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**SCUTTLE DEVELOPMENT** *Chamber of Commerce (KvK): 96040947 | Eindhoven, The Netherlands Version*

1.0 — Effective Date: February 2026

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## Article 1 — Definitions

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In these General Terms and Conditions, the following terms shall have the meanings set out below:

1.1. **Contractor:** Scuttle Development, a sole proprietorship (eenmanszaak) registered in Eindhoven under KvK number 96040947.

1.2. **Client:** The natural or legal person who enters into an Agreement with the Contractor.

1.3. **Agreement:** Any arrangement between the Contractor and the Client for the provision of Services, as documented in a signed quotation, statement of work, or written confirmation.

1.4. **Services:** All work performed by the Contractor for the Client, including but not limited to software development, application modernization, security assessments, hosting, strategic consulting, and related deliverables.

1.5. **Deliverables:** All tangible and intangible work products produced under an Agreement, including source code, documentation, designs, and configurations.

1.6. **AI Tools:** Artificial intelligence-assisted software used by the Contractor in the execution of Services, such as code completion engines, large language models (LLMs), and automated testing tools.

1.7. **Confidential Information:** All information designated as confidential or that should reasonably be understood to be confidential, including but not limited to source code, architecture designs, business strategies, API credentials, and client data.

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## Article 2 — Scope and Independent Status

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2.1. These General Terms and Conditions apply to all quotations, offers, and Agreements between the Contractor and the Client. Any deviations from these terms are only valid if expressly agreed upon in writing.

2.2. The applicability of the Client's own general terms and conditions is expressly rejected.

2.3. **Independent Contractor Status.** The engagement under any Agreement is structured in accordance with the Dutch Tax Authority's Model Agreement for ICT Professionals

(Modelovereenkomst nr. 9052021540810). Both parties expressly acknowledge and agree that:

- (a) No employment relationship (*arbeidsovereenkomst*) is intended or created;
- (b) The Contractor operates with full professional independence and is not subject to any relationship of authority (*gezagsverhouding*) from the Client;
- (c) The Contractor is free to determine their own working hours, methods, tools, and location of work;
- (d) The Contractor may engage substitute personnel or subcontractors, provided such persons are bound by equivalent confidentiality obligations.

2.4. Should any competent authority determine that an employment relationship exists, the Client shall indemnify the Contractor for all resulting taxes, premiums, penalties, and costs.

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## Article 3 — Quotations and Formation of Agreement

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3.1. All quotations issued by the Contractor are valid for **14 calendar days** from the date of issue, unless stated otherwise.

3.2. Quotations are based on the information provided by the Client. The Client warrants the accuracy and completeness of all requirements, specifications, and data provided.

3.3. An Agreement is formed upon (a) written acceptance of a quotation by the Client, or (b) the Contractor commencing work with the Client's knowledge and consent.

3.4. Amendments to the Agreement are only binding if confirmed in writing by both parties. Additional work beyond the original scope shall be quoted separately and is subject to these General Terms and Conditions.

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## Article 4 — Execution of Services

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4.1. The Contractor shall execute the Services to the best of their professional ability, in accordance with the standards of good workmanship (*goed opdrachtnemerschap*).

4.2. The Contractor determines the manner in which the Services are performed. The Client may specify desired outcomes but shall not direct the manner of execution.

4.3. Delivery timelines communicated by the Contractor are indicative and non-binding, unless expressly agreed otherwise in writing. Exceeding an estimated timeline does not constitute a breach nor entitle the Client to damages or termination.

4.4. The Client shall provide timely access to all information, systems, accounts, and resources required for the Contractor to perform the Services. Delays caused by the Client may result in

adjusted timelines and additional costs.

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## Article 5 — AI-Assisted Development and Data Integrity

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5.1. **Disclosure.** The Contractor utilizes AI Tools in the execution of Services, including but not limited to code generation, code review, testing, and documentation. The use of such tools is integral to the Contractor's professional methodology.

5.2. **Human Oversight.** All AI-generated or AI-assisted output is subject to manual review, verification, and testing by the Contractor before delivery. The Contractor assumes professional responsibility for the quality and correctness of all Deliverables, regardless of the tools used in their creation.

5.3. **Data Protection in AI Usage.** The Contractor warrants that:

(a) No Client Confidential Information or personally identifiable information (PII) shall be entered into public or consumer-grade AI models;

(b) AI Tools used in connection with Client data shall be configured with Zero Data Retention (ZDR) or equivalent enterprise-grade privacy settings that prevent data from being used for model training;

(c) The Contractor shall maintain a current record of AI Tools used and their data processing configurations, available for Client review upon reasonable request.

5.4. **No Guarantee of AI Output.** While the Contractor employs industry-standard review processes, AI-assisted outputs may contain imperfections. The acceptance testing process described in Article 7 is the Client's mechanism for verifying Deliverables.

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## Article 6 — Intellectual Property

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6.1. **Transfer upon Payment.** All intellectual property rights in custom-developed Deliverables shall transfer to the Client exclusively upon **full payment (100%)** of all invoices related to the applicable Agreement. Until such payment is received, the Contractor retains all rights and may suspend the Client's right to use the Deliverables.

6.2. **Retained License.** The Contractor retains the right to reuse generic, non-proprietary code components, architectural patterns, development methodologies, and technical knowledge gained during the project, provided such reuse does not disclose the Client's Confidential Information.

6.3. **Third-Party Components.** Deliverables may incorporate open-source software or third-party libraries. Such components remain subject to their respective licenses. The Contractor shall document all third-party dependencies and their applicable licenses.

6.4. **Pre-Existing IP.** Intellectual property that existed prior to the Agreement or was developed independently by the Contractor remains the sole property of the Contractor. Where such pre-existing IP is incorporated into Deliverables, the Client receives a non-exclusive, perpetual license to use it within the context of the delivered project, subject to full payment.

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## Article 7 — Delivery and Acceptance Testing

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7.1. The Contractor shall deliver the Services in accordance with the milestones and specifications defined in the Agreement.

7.2. Upon delivery of a Deliverable (or a defined phase thereof), the Client shall have a period of **7 calendar days** to perform acceptance testing and to report any defects or deviations from the agreed specifications in writing ("Acceptance Period").

7.3. Defects reported during the Acceptance Period shall be categorized as:

(a) **Critical:** Prevents core functionality from operating. The Contractor shall address these with priority at no additional cost.

(b) **Non-Critical:** Minor deviations or cosmetic issues. The Contractor shall address these within a reasonable timeframe at no additional cost, provided they fall within the original specifications.

7.4. If the Client does not provide written feedback within the Acceptance Period, the Deliverable shall be deemed **accepted** in its entirety.

7.5. Acceptance of a Deliverable does not affect the Contractor's obligations under any warranty or maintenance agreement.

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## Article 8 — Payment

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8.1. All fees shall be specified in the Agreement. Unless stated otherwise, all amounts are quoted exclusive of VAT (*btw*) and any other applicable levies.

8.2. The Contractor shall invoice in accordance with the payment schedule defined in the Agreement. In the absence of an agreed schedule, invoices are issued monthly for work performed.

8.3. Payment is due within **14 calendar days** of the invoice date, unless agreed otherwise in writing.

8.4. In the event of late payment, the Client shall owe:

(a) Statutory commercial interest (*wettelijke handelsrente*, Article 6:119a BW) from the due date;

(b) Extrajudicial collection costs in accordance with the *Besluit vergoeding voor buitengerechtelijke incassokosten*, with a minimum of **EUR 150**.

8.5. The Contractor reserves the right to suspend all Services and withhold Deliverables if any invoice remains unpaid beyond the due date.

8.6. Objections to an invoice must be raised in writing within **7 calendar days** of the invoice date. The undisputed portion of the invoice remains payable by the original due date.

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## Article 9 — Liability

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9.1. **Limitation.** The Contractor's total aggregate liability arising from or in connection with an Agreement shall not exceed the total fees actually paid by the Client under that specific Agreement in the **12 months preceding the event** giving rise to the claim.

9.2. **Exclusions.** The Contractor shall not be liable for:

- (a) Indirect, consequential, or special damages, including but not limited to loss of profit, loss of data, loss of goodwill, business interruption, or reputational damage;
- (b) Damages resulting from inaccurate, incomplete, or untimely information provided by the Client;
- (c) Failures, outages, or changes in third-party services, platforms, APIs, or hosting infrastructure beyond the Contractor's control;
- (d) Unpredictable or erroneous outputs generated by AI Tools, provided the Contractor has applied industry-standard review and testing processes as described in Article 5.

9.3. **Notification.** Any claim for damages must be reported to the Contractor in writing within **30 calendar days** of the Client becoming aware of the damage. Failure to provide timely notice shall extinguish the claim.

9.4. The limitations of liability in this Article do not apply in cases of willful misconduct (*opzet*) or deliberate recklessness (*bewuste roekeloosheid*) on the part of the Contractor.

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## Article 10 — EU AI Act Compliance

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10.1. Where the Services involve the development or integration of AI features or systems, the Client acknowledges responsibility for ensuring that the deployment and use of such features in their products or services complies with the **EU Artificial Intelligence Act (Regulation (EU) 2024/1689)**.

10.2. The Contractor shall, upon request, provide reasonable documentation regarding the AI components integrated into the Deliverables to assist the Client in meeting their compliance obligations.

10.3. The Client shall comply with all applicable "Acceptable Use Policies" of third-party AI model providers (including but not limited to OpenAI and Anthropic) whose models or APIs are integrated

into the Deliverables.

10.4. The Client shall indemnify and hold the Contractor harmless against any claims, fines, or penalties arising from the Client's non-compliant deployment of AI features delivered under the Agreement.

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## Article 11 — Confidentiality

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11.1. Both parties shall maintain strict confidentiality with respect to all Confidential Information received from the other party during the term of the Agreement and for a period of **5 years** following its termination.

11.2. Confidential Information shall only be used for the purpose of performing or receiving the Services and shall not be disclosed to third parties without the prior written consent of the disclosing party.

11.3. The confidentiality obligations under this Article do not apply to information that:

- (a) Was already publicly known at the time of disclosure through no fault of the receiving party;
- (b) Was already in the lawful possession of the receiving party prior to disclosure;
- (c) Is required to be disclosed by law, regulation, or court order, provided the receiving party gives prompt written notice to the disclosing party.

11.4. **Penalty.** A breach of the confidentiality obligations under this Article shall result in an immediately payable penalty of **EUR 5,000 per violation**, without prejudice to the right to claim full compensation for actual damages suffered.

11.5. Where a separate Non-Disclosure Agreement (NDA) has been executed between the parties, the terms of the NDA shall prevail to the extent they conflict with this Article.

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## Article 12 — Data Protection (GDPR)

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12.1. To the extent that the Contractor processes personal data on behalf of the Client, the parties shall enter into a separate Data Processing Agreement (*verwerkersovereenkomst*) in compliance with Regulation (EU) 2016/679 (GDPR).

12.2. The Contractor shall implement appropriate technical and organizational measures to protect personal data against unauthorized access, loss, or alteration.

12.3. The Contractor shall not transfer personal data outside the European Economic Area (EEA) without appropriate safeguards and the Client's prior written consent.

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## Article 13 — Force Majeure

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13.1. Neither party shall be liable for any failure or delay in performing its obligations under the Agreement to the extent such failure or delay results from circumstances beyond the party's reasonable control (*overmacht*), including but not limited to: natural disasters, epidemics, armed conflict, government restrictions, internet or power outages, cyberattacks, and failures of third-party service providers.

13.2. The affected party shall notify the other party promptly in writing and shall use reasonable efforts to mitigate the effects of the force majeure event.

13.3. If a force majeure event continues for more than **60 calendar days**, either party may terminate the affected portion of the Agreement in writing without liability for damages, subject to payment for Services already rendered.

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## Article 14 — Term and Termination

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14.1. The Agreement is entered into for the duration specified therein. In the absence of a specified duration, the Agreement is entered into for an indefinite period and may be terminated by either party with **30 calendar days** written notice.

14.2. Either party may terminate the Agreement with immediate effect by written notice if:

(a) The other party commits a material breach that remains uncured for **14 calendar days** after written notice specifying the breach;

(b) The other party is declared bankrupt, is granted a moratorium of payments (*surseance van betaling*), or ceases its business operations.

14.3. Upon termination, the Contractor shall deliver all completed Deliverables (subject to Article 6.1 regarding payment) and return or destroy any Client Confidential Information.

14.4. Provisions that by their nature are intended to survive termination shall remain in force, including but not limited to Articles 6, 9, 11, and 12.

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## Article 15 — Dispute Resolution and Governing Law

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15.1. **Governing Law.** These General Terms and Conditions and all Agreements between the parties are governed exclusively by the laws of **the Netherlands**.

15.2. **Amicable Resolution.** The parties shall first attempt to resolve any dispute arising from or in connection with the Agreement through good-faith negotiation within a period of **30 calendar days**.

15.3. **Jurisdiction.** If amicable resolution fails, disputes shall be submitted exclusively to the competent court in the district of **Oost-Brabant, The Netherlands**.

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## Article 16 — Final Provisions

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16.1. If any provision of these General Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced by a valid provision that most closely reflects its original intent.

16.2. The Contractor reserves the right to amend these General Terms and Conditions. Amendments shall apply to new Agreements and to existing Agreements upon **30 calendar days** written notice to the Client.

16.3. Any waiver of a right under these General Terms and Conditions shall only be effective if made in writing and shall not constitute a waiver of any other or subsequent right.

16.4. Headings in these General Terms and Conditions are for convenience only and shall not affect their interpretation.

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*End of General Terms and Conditions — Scuttle Development*