

General terms and conditions

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Article 1. Definitions

1. In these General Terms and Conditions Seeders means Seeders B.V., established and having its registered office in Zwolle, registered in the register of the Chamber of Commerce under number 74466593.
2. The Client means the natural or legal person, the joint ventures without legal personality, as well as his representative and authorised representative, who have concluded an agreement with Seeders or wish to conclude it.

Article 2. General

1. These General Terms and Conditions apply to the creation, content and execution of all agreements concluded between the Client and Seeders.
2. The General Terms and Conditions apply to every offer, quotation and agreement between Seeders and the Client to which Seeders has declared these terms and conditions applicable. The present terms and conditions also apply to all agreements with Seeders, for the implementation in which third parties are involved.
3. Deviating clauses and agreements are only valid if they have been explicitly agreed upon and accepted in writing with Seeders.

Article 3. Offers and quotations

1. The offers made by Seeders are entirely without obligation. Offers are valid for 30 days unless otherwise indicated. Seeders is only bound by the offers if the acceptance thereof is confirmed in writing by the other party within 30 days, unless indicated otherwise.
2. Deviations from quotations made only bind Seeders if they have been confirmed in writing by Seeders.

Manage consent

3. An order or assignment binds the Client. Seeders is bound via the dispatch of the order confirmation. If the Client has not made his objections known to Seeders within eight days after sending the order confirmation, the order confirmation is deemed to accurately and completely reflect the agreement.
4. A composite quotation shall not oblige Seeders to perform part of the assignment against a corresponding part of the quoted price.
5. Offers or quotations do not automatically apply to future assignments.
6. If the Client wishes to place the same order at the same time with parties other than Seeders, the Client shall inform Seeders accordingly, stating the names of the others.
7. The prices in the aforementioned offers and quotations are exclusive of VAT, unless stated otherwise.

Article 4. Execution of the agreement

1. Seeders will make every effort to carry out the assignment carefully and independently, to promote the interests of the Client to the best of its ability and to strive for a result that is useful to the Client. To the extent necessary, Seeders will keep the Client informed of the progress of the work.
2. If and in so far required for the proper execution of the agreement, Seeders is entitled to have certain activities carried out by third parties.
3. The Client ensures that all data which Seeders indicates to be necessary or which the Client should reasonably understand to be necessary for the execution of the agreement, shall be provided to Seeders in a timely and compliant manner.
4. If the information required for the execution of the agreement is not provided to Seeders in time, Seeders has the right to suspend the execution of the agreement and / or to charge the additional costs resulting from the delay to the Client in accordance with the usual rates.
5. Seeders is not liable for damage, of whatever nature, as a result of Seeders having relied on incorrect and/or incomplete data provided by the Client.
6. If Seeders provides a budget for costs of third parties at the request of the Client, this budget shall be indicative only. If desired, Seeders can request quotations on behalf of the Client.
7. If it has been agreed that the agreement will be executed in phases, Seeders can suspend the execution of those parts that belong to a subsequent phase until the Client has approved or accepted the results of the preceding phase in writing.
8. Seeders will, if deemed necessary, make a report of all verbal discussions with the Client and send it to the Client. If the Client has not responded within two working days of receiving this report, the content of the report is considered to be correct and accepted by the Client and parties are bound by this content. Seeders does not accept any liability for the correct execution of telephone / electronic (e-mail) discussions, assignments, changes or additions to assignments, unless these telephone / electronic (e-mail) contacts have been confirmed in writing.

9. During the process of production, reproduction or publication, the parties will give each other the opportunity to check the latest content, models, prototypes or tests of the subject. Domain and content approvals by the Client are not required, unless specifically agreed in writing.
10. A period specified by Seeders for the completion of the services / products to be delivered is purely indicative and can't be considered as a fatal deadline. Seeders can only be in default if the Client has given notice of default by registered letter and failure to comply within the reasonable period stated in the notice of default. If the parties agree that the agreement will be amended or supplemented, the time of completion of the implementation may be affected. Seeders will inform the client of this as soon as possible.
11. In the event that Seeders sends (parts / parts of) the product to Client by any means whatsoever, including, but not limited to dispatch by post, courier or by electronic messaging, such dispatch shall be at the expense and risk of the Client.
12. If the Client wishes to change the execution of an order, Seeders shall only be obliged to carry it out if this is reasonably possible. In that case, the Client is obliged to reimburse Seeders for all costs it has already incurred,
13. The Client indemnifies Seeders against any claims from third parties who might suffer damage in connection with the execution of the agreement and which is attributable to the Client.
14. If Seeders carries out an assignment under contract or as a subcontractor, it is (unless expressly agreed otherwise in writing) entitled to contact the contracting authority or end customer directly about the execution of the order.

Article 5. Amendment of the agreement

1. If during the execution of the agreement it appears that for a proper execution it is necessary to change or supplement the work carried out, the parties will timely and in mutual consultation adjust the agreement accordingly.
2. If the parties agree that the order will be amended or supplemented, the time of completion of the execution may be affected. Seeders will inform the Client of this as soon as possible.
3. If the change or supplement to the order has financial and / or qualitative consequences, Seeders will inform the Client about this in advance. If a fixed fee has been agreed upon, Seeders will indicate to what extent the change or supplement to the order will result in additional costs and/or changes to the agreed fixed fee.

Article 6. Contract duration; execution time

1. The agreement between Seeders and the Client is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing.
2. If a period or deadline has been agreed for the completion of certain activities within the term of the agreement, this is never a strict or fatal deadline. If the execution period is exceeded, the Client must therefore give Seeders written notice of default.

Article 7. Fee

1. Paragraphs 2 and 3 of article 7 apply to offers and agreements in which a fixed fee is offered and/or agreed. If no fixed fee is agreed upon, paragraphs 3 to 5 of this article shall apply.
2. Parties may agree to a fixed fee when concluding the agreement. The fixed fee excludes applicable VAT, travel hours, travel costs and accommodation costs.
3. If Seeders is obliged to carry out more and / or other work due to late delivery or non-delivery of complete, proper and clear data / materials by the Client or due to an amended or incorrect assignment or briefing, such work will be charged separately, based on the usual fee and rates applied by Seeders.
4. If no fixed fee is agreed, the fee will be determined on the basis of the hours actually spent. The fee shall be calculated in accordance with the usual hourly rates of Seeders, valid for the period in which the work is performed, unless a different hourly rate has been agreed upon upfront.
5. The fee and rates are exclusive of applicable VAT, travel hours, travel costs and accommodation costs.
6. Price indexation will take place at the beginning of each year during the term of the agreement according to the Dutch CBS price-index for (professional) commercial ICT services ("dienstenprijsindex voor ICT DPI62") with a floor of zero (0) per cent (negative price indexation will not apply) or a higher percentage if specific market conditions require that.
7. Prices are stated in EURO unless explicitly stated differently. Seeders reserves the right to change prices if the exchange rate of the USED CURRENCY/EURO exchange rate deviates more than 10% from the rate at the time of proposal with prior notification.

Article 8. Payment

1. Payment must be made within 14 days of the invoice date. If after the expiry of this period no (full) payment has been received by Seeders, the Client shall be automatically in default and shall owe interest equal to the statutory interest. The

interest on the amount due shall be calculated from the moment the Client is in default until the moment the full amount has been paid.

2. If a fixed fee is agreed that exceeds the monthly recurring amount of € 25.000, an upfront payment of 50% of this monthly is applicable to cover for costs for future work to be carried out and possible media purchases.
3. In the event of liquidation, bankruptcy, seizure or suspension of payment from the Client, Seeders' claims against the Client shall be immediately due and payable.
4. The Client shall make the payments without discount or compensation, except for settlement against deductible advance payments, only if Seeders agrees to such settlement.
5. Payments made by the Client shall firstly serve to settle all interest and costs owed, and secondly to settle invoices that have been outstanding the longest, even if the Client states that the payment relates to a later invoice.

Article 9. Retention of title and collection

1. All goods delivered by Seeders, including designs, sketches, drawings, software, (electronic) files, etc., remain the property of Seeders until the Client has complied with all obligations under all agreements concluded with Seeders.
2. In the event that Seeders wishes to exercise its ownership rights referred to in this article, the Client hereby grants Seeders unconditional and irrevocable permission to access all locations, both physical and non-physical, such as server rooms and the likes, where Seeders' property is located and stored, also in electronic format and to take back or dismantle these goods.
3. If the Client is in default or is in default with regard to the (timely) performance of his obligations, all reasonable costs incurred to obtain satisfaction out of court will be borne by the Client.
4. In the event of a monetary claim, collection costs, any additional costs reasonably required by Seeders and any reasonable judicial and execution costs incurred will be borne by the Client.

Article 10. Cancellation

1. Either party may terminate the agreement at any time, provided that the cancellation is in writing and supported by reasons. In any case, the parties must observe a notice period of at least one month if the agreement is related to one-time projects. In case of recurring activities and/or a fixed fee arrangement, the notice period is three months. The said notice periods can only take effect at the end of a calendar month.
2. If Seeders' work is transferred to third parties upon the Client's request and the transfer of the activities entails additional costs for Seeders, these costs will be charged to the Client.

3. In the event of premature termination, in addition to reimbursement of the costs already incurred, Seeders is entitled to a reasonable portion of the fee taking into account the work already carried out, the benefit to the Client and the reason for termination.
4. If the Client informs Seeders that it requires a temporary pause of the services contracted, this pause is not considered to be part of a notice period. Seeders will also determine the impact of a temporary pause and the consequences of this request.

Article 11. Suspension and termination

1. Seeders shall be entitled to suspend the fulfilment of its obligations or to dissolve the agreement if:
 - The Client does not or not fully comply with the obligations under the agreement, also not after receiving a formal warning from Seeders to comply..
 - After the agreement was concluded, Seeders received information about circumstances which gives good reason to doubt the Client's ability to comply with all obligations in the agreement.
 - At the conclusion of the agreement, the Client was requested to provide additional security for the fulfilment of its obligations under the agreement and this security is not provided or is insufficient.
2. If the agreement is dissolved, Seeders' claims against the Client are immediately due and payable. If Seeders suspends compliance with the obligations, it retains its rights under the law and the agreement.
3. If the assignment is terminated prematurely for whatever reason, the Client shall no longer be permitted to use the deliverables made available to him and any licence granted to the Client within the scope of the assignment shall lapse.
4. If Seeders' work consists of the repetitive performance of similar activities, the applicable agreement shall be based on an indefinite period, unless otherwise agreed upfront and in writing. This agreement can only be terminated by written cancellation, subject to a reasonable notice period of at least three months. The notice period can only take effect at the end of a calendar month.
5. Seeders retains the right to claim damages and compensation at all times.

Article 12. Liability

1. Seeders cannot be held liable for:
 - 1.1 errors in the material provided by the Client;
 - 1.2. misunderstandings and / or errors with regard to the execution of the agreement if these are caused by actions of the Client, such as late delivery or non-

- delivery of complete, proper and clear data / materials;
- 1.3. errors by third parties engaged by / on behalf of the Client;
 - 1.4. errors in quotations from suppliers or overruns of estimates from suppliers involved;
 - 1.5. errors in the design or the text / data, if the Client has given his approval in accordance with the provisions of articles 4.6, 4.7 and 4.8;
 - 1.6. errors and / or problems arising after delivery and through use or maintenance of the product and deliverables by others than Seeders;
 - 1.7. indirect damage, including consequential damage, reputational damage, loss of profit, missed savings and damage due to business interruption;
 - 1.8. Any consequences of placing links or having third parties placing links.
2. Except in those cases where the exclusion or limitation of liability is not permitted by law, Seeders' liability for any claim, whether contractual or unlawful, or otherwise, per event or series of events, will always be limited to:
 - 2.1. the amount to which Seeders' liability insurance gives entitlement in a specific case;
 - 2.2. If no coverage and / or payment is made under said insurance, any liability is limited to an amount corresponding to the invoice value of the assignment, or at least that part of the assignment to which the liability relates, with a maximum of € 2,000.
 - 2.3. Contrary to what is stated above under 2.1 and 2.2, in case of an assignment with a duration of more than six months, the liability is limited to the invoice value due over the last six months, with a maximum of € 4,000.
 3. The limitations of liability included in these conditions shall not apply if the damage can be attributed to intent or gross negligence of Seeders or its subordinates.
 4. Any liability shall lapse after a period of one year from the moment the assignment has been completed.
 5. After completion of the assignment, neither the Client nor Seeders have any obligation towards each other with regard to the materials, data and results achieved.
 6. Seeders provides no guarantee, direct or indirect, with regard to its services or goods, unless otherwise specified in writing, including through a maintenance contract.
 7. Client shall indemnify Seeders against all possible claims of third parties with regard to the services and / or (parts of) products and results delivered by Seeders to the Client.
 8. Although the number of backlinks pointing to a domain is important to a Client's website's Google search rankings, Google does not recommend the practice itself. There is a chance that Google will not respond to link building practices as it normally would. Seeders specialists always try to practise link building in the safest way possible to limit the chances of a potential penalty by Google. Seeders accepts no liability for a Client's site being penalised or removed from any internet search

engine or directory. The client accepts all potential risks associated with the services provided by Seeders.

Article 13. Safeguards

1. Client indemnifies Seeders against claims from third parties with regard to intellectual property rights on materials or data provided by Client, which are used in the execution of the agreement.
2. If Client provides Seeders with information carriers, electronic files or software, etc., Client guarantees that this will not infringe on the intellectual property rights or copyrights of third parties, as well as that the information carriers, electronic files or software are free of viruses, malware and defects.

Article 14. Force majeure

1. Force majeure is defined as all external causes, foreseeable or unforeseeable, over which Seeders cannot exert any influence, but as a result of which Seeders is unable to fulfil its obligations.
2. The parties may suspend the obligations under the agreement during a period of force majeure. If the period in which fulfilment of the obligations by Seeders is not possible due to force majeure lasts longer than two months, the parties shall be entitled to dissolve the agreement without any obligation to pay damages.
3. If Seeders has already partially fulfilled its obligations when the force majeure occurs, or can only partially fulfil its obligations, Seeders is entitled to invoice separately the part already performed or the part that can be performed, and the Client is obliged to pay this invoice as if it were a separate contract. However, this shall not apply if the part already executed has no independent value.

Article 15. Intellectual property and property rights

1. Without prejudice to the other provisions of these general terms and conditions, Seeders reserves the rights and powers to which Seeders is entitled under the Copyright Act.
2. All documents provided by Seeders, such as reports, advice, agreements, designs, sketches, content, drawings, software, etc., are exclusively intended to be used by the Client and may not be reproduced, published, or made public without the prior consent of Seeders, or brought to the knowledge of third parties, unless the nature of the documents provided dictates otherwise.
3. The working drawings, prototypes, design sketches, films and other materials or (electronic) files produced by Seeders in the context of the assignment remain the

property of Seeders, regardless if these have been handed over to Client or to third parties.

4. Unless the work does not lend itself to this, Seeders is at all times entitled to have its name mentioned on or near the work or to have it removed. Without prior consent, the Client is not permitted to take the work into production, make it public or reproduce it without mentioning the name Seeders.
5. Seeders retains the right to use the knowledge gained from the execution of the work for other purposes, provided that no confidential information is disclosed to third parties.
6. Seeders has the freedom to use the design and content for its own publicity or promotion.

Article 16. Defects; complaint period

1. Complaints about the work performed must be reported to Seeders in writing by the Client within five working days after discovery, but no later than thirty calendar days after completion of the work in question.
2. If a complaint is justified, Seeders shall still carry out the work as agreed, unless this has meanwhile become useless for the Client. The latter must be made known by the Client. If it is no longer possible or useful to provide the agreed services, Seeders will only be liable within the limits of Article 12.

Article 17. Disputes

1. Notwithstanding the legal rules for the jurisdiction of the civil court, any dispute between the Client and Seeders, shall be settled by the competent court of the Overijssel District Court, Zwolle location, unless mandatory law prescribes another competent court.
2. The parties shall only appeal to the court after they have made every effort to settle a dispute by mutual agreement.

Article 18. Other provisions

1. If a sample or model has been shown or provided to the Client, it is presumed to have been provided only as an indication, unless it is expressly agreed that the product to be delivered will correspond with it.
2. The parties are obliged to maintain the confidentiality of all confidential information that they have obtained and received from each other or from other sources in the context of their agreement. Information is considered confidential if this has been communicated by the parties or results from the nature of the information.

3. Any agreement between the Client and Seeders shall be governed by Dutch law.
4. Seeders reserves the right to amend or supplement these Terms and Conditions.

Article 19. Privacy

1. If and when applicable, Seeders processes personal data in the sense of the General Data Protection Regulation (“AVG”). The Client is considered to be and remains responsible for the personal data and for Seeders as processor. The conditions for processing of personal data by Seeders on behalf of the Client will be laid down in a separate Processing Agreement, at the request and initiative of the Client.
 2. If and when applicable, Seeders processes personal data for the Client for customised online marketing activities and for analyses.
 3. Seeders expects the Client to maximise its efforts to provide anonymous data as much as possible, thus limiting risks related to processing of data traceable to individual consumers.
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