

# General terms and conditions

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## Article 1. Definitions

1. "Seeders" in these General Terms and Conditions refers to Seeders B.V., located and headquartered in Zwolle, registered at the Chamber of Commerce under number 74466593.
2. "Client" refers to the natural or legal person, partnerships without legal personality, as well as their representative and authorised person, who have entered into or wish to enter into an agreement with Seeders.

Hereinafter individually referred to as "Party" or collectively as "Parties."

## Article 2. General

1. These General Terms and Conditions apply to the formation, content, and performance of all agreements between Client and Seeders.
2. These General Terms and Conditions apply to every offer, quotation, and agreement between Seeders and Client, where Seeders has declared these conditions applicable. These conditions also apply to all agreements with Seeders for which third parties need to be involved.
3. Deviating clauses and agreements are only legally valid if they have been explicitly agreed upon in writing with Seeders and accepted by Seeders.

# Article 3. Offers and quotations

1. The quotation prepared by Seeders is entirely non-binding. Quotations are valid for 30 days from the date of issuance unless otherwise indicated. Seeders is only bound by the quotation if the acceptance thereof is confirmed in writing by the counterparty within 30 days unless otherwise indicated.
2. Deviations from issued quotations are only binding for Seeders if they are confirmed in writing by Seeders.
3. An order placed or sent binds Client. Seeders is bound to deliver in accordance with the proposal once Seeders has sent an order confirmation or legally signed the agreement.
4. A quotation consisting of multiple composite prices does not obligate Seeders to perform part of the assignment at a corresponding part of the quoted price.
5. Offers or quotations do not automatically apply to future assignments.
6. If Client wishes to award the same assignment to parties other than Seeders simultaneously, Client must immediately notify Seeders, specifying the names of the other parties.
7. The prices mentioned in the offers and quotations are in EUROS and exclusive of VAT unless otherwise indicated.
8. If offers are based on a currency other than EURO, Seeders reserves the right to adjust prices and invoice amounts if the exchange rate USED CURRENCY/EURO deviates more than 10% from the rate at the time of the proposal.

# Article 4. Execution of the agreement

1. Seeders is obligated to execute the assignment with due care and independence, to serve the interests of Client to the best of its knowledge, and to strive for a usable result for Client. As necessary, Seeders will keep Client informed of the progress of the work.
2. If and insofar as proper execution of the agreement requires, Seeders has the right to have certain work performed by third- parties, for which Client grants prior permission.
3. Client ensures that all data, which Seeders indicates are necessary or which Client should reasonably understand are necessary for the execution of the agreement, are provided to Seeders in a timely and compliant manner.
4. If the data necessary for the execution of the agreement are not provided to Seeders in a timely manner, Seeders has the right to suspend the execution of the agreement and/or charge Client for the additional costs arising from the delay according to the applicable rates.
5. Seeders is not liable for any damage, of whatever nature, that arises from incorrect and/or incomplete data provided by Client unless this incorrectness or incompleteness was already known to Seeders.

6. If Seeders, at the request of Client, prepares a cost estimate for a third-party, other than a subcontractor of Seeders, this estimate will only have an indicative nature.
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 Client has approved the results of the preceding phase in writing.
8. If deemed necessary, Seeders will create a meeting report of all verbal conversations with Client and send it electronically to Client upon request. If Client does not respond within two working days after receiving a meeting report, the Parties are bound by the content of this report, and it will be considered accepted. For the proper execution of telephone/electronic (email) discussions, assignments, changes, or additions to assignments, Seeders does not accept any liability unless these telephone/electronic (email) contacts are confirmed in writing by Seeders.
9. During the production or publication process, the Parties will allow each other to review the content or elaboration. Domain and content approvals by Client are not required before publication unless explicitly agreed upon in writing in advance.
10. A term specified by Seeders for completing the services/products to be delivered by it is indicative and never fatal. Seeders is only in default after Client has given Seeders a written notice of default by registered mail and the compliance within the reasonable period stated in the notice of default remains absent. If the Parties agree that the agreement will be modified or supplemented in the interim, the completion time of the work may shift. Seeders will inform Client of this as soon as possible.
11. If Seeders sends (parts of) the product to Client, in any way (including but not limited to postal mail, courier, or electronic messaging), this shipment is at Client's expense and risk.
12. If Client wishes to change the execution of an assigned task, Seeders is only obliged to execute this if it is reasonably still possible and the possible consequences, both financially, substantively, and in terms of planning, are clear and accepted by Client. In that case, Client is obliged to reimburse Seeders for the costs already incurred, even if these were made unnecessarily for the execution of the task in its final form.
13. Client indemnifies Seeders against any claims from third-parties who suffer damage in connection with the execution of the agreement and which are attributable to Client.
14. If Seeders executes a task under subcontracting, it is (unless explicitly agreed otherwise in writing) entitled to directly contact the main client about the technical execution of the task to ensure the quality of service.

## **Article 5. Amendment of the agreement**

1. If during the term of the agreement it appears that for proper and effective execution, it is necessary to modify or supplement the work performed, approach, and/or strategy, the Parties will timely and mutually adjust the agreement accordingly.

2. If the Parties agree that the agreement is to be amended or supplemented, the completion time of the execution may be affected by this change. Seeders will inform Client of this as soon as possible.
3. If the amendment or supplement to the agreement has financial and/or qualitative consequences, Seeders will inform Client in advance. If a fixed fee has been agreed upon, Seeders will indicate the extent to which the amendment or supplement to the agreement requires an adjustment of this fee.

## **Article 6. Contract Duration; Execution Period**

1. The agreement between Seeders and Client is of an ongoing nature and is entered into for an indefinite period, unless the Parties have agreed otherwise in writing.
2. If a delivery term is agreed within the duration of the agreement for the completion of certain work, this term is never fatal. If the indicative delivery term is exceeded, the Client must give Seeders a written notice of default and provide a reasonable period for correction.

## **Article 7. Fee**

1. For offers and agreements involving a fixed fee, paragraphs 2, 3, 4, 7, and 8 of this article apply. If no fixed fee has been agreed upon, paragraphs 2, 4, 5, 6, 7, and 8 of this article apply.
2. The agreed fee is always exclusive of VAT, any travel hours, and travel and accommodation costs, unless otherwise agreed in writing in advance.
3. The fixed fee is billed monthly, in advance of the delivery month.
4. If Seeders is required to perform more and/or different work due to the untimely or incorrect provision of complete, proper, and clear data/materials or a modified or incorrect assignment or briefing by Client, these additional works will be charged separately, based on Seeders' applicable rates and expense reimbursements.
5. If no fixed fee is agreed upon, the fee will be determined based on actual hours worked (time & materials). The fee is calculated based on the applicable hourly rates of Seeders, valid for the period in which the work is performed, unless a different hourly rate is agreed upon in advance.
6. For assignments with a duration longer than three months, a non-fixed fee will also be billed periodically and spread over the duration, with a final settlement in the last contract month if required.
7. Seeders is entitled to adjust and increase the fee during the term of the agreement. This adjustment will be communicated to Client by letter or email.
8. 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 ("service price index for ICT DPI62") with a minimum of zero (0)

percent (negative price indexation will not be applicable) or a higher percentage if specific market conditions require this.

## Article 8. Payment

1. Payment by Client must be made within 30 days of the invoice date. If Client does not meet the payment obligation within the stipulated payment term, Seeders reserves the right to charge a penalty interest in addition to the statutory interest on the total outstanding invoice amount. This penalty interest is 1% of the invoice amount per month, where part of the month is considered a full month, calculated from the day following the due date until the day of full payment. This penalty interest is immediately payable without requiring further notice of default.
2. The imposition of this penalty interest does not affect Seeders' right to claim full compensation and/or performance of the agreement and does not release Client from their obligations.
3. If a fixed fee is agreed upon that exceeds a monthly recurring amount of €25,000, a prepayment of 50% of this monthly amount is required to cover the costs of future work and any media purchases.
4. Client is not entitled to suspend payment obligations or unilaterally change fees.
5. In the event of liquidation, bankruptcy, seizure, or suspension of payment by Client, Seeders' claims against Client become immediately due and payable.
6. Client shall reimburse Seeders for due payments without deductions or compensation, except for offsets relating to the agreement and provided that Seeders agrees to them.
7. Payments made by Client shall always first cover all accrued interest and costs, then the oldest outstanding invoices, even if the client specifies that the payment relates to a later invoice.
8. If Client defaults or fails to fulfil their obligations, all reasonable costs incurred for obtaining extrajudicial payment will be borne by Client.
9. Collection costs, additional costs reasonably incurred by Seeders, and any judicial and execution costs for monetary claims will be borne by Client.

## Article 9. Suspension and Termination

1. Parties may terminate an agreement at any time, provided the termination is in writing and justified.
2. A notice period of at least three months must be observed for agreements lasting four months or longer and/or agreements with an indefinite contract term.
3. A notice period of at least one month must be observed for agreements lasting shorter than four months.
4. The notice periods start from the first of the month following the month in which notice was given.

5. If Seeders' work is transferred to third-parties and this transfer incurs additional costs for Seeders, these costs will be charged to Client.
6. In the event of premature termination, Seeders is entitled to a proportionate part of the fee, taking into account the work already performed and the benefit Client has received.
7. If Client requests a temporary suspension of contracted services, this suspension is not considered part of the notice period. Seeders will determine and communicate the impact and consequences of the suspension to Client.

## **Article 10. Suspension and Dissolution**

1. Seeders is authorised to suspend the fulfilment of obligations or dissolve the agreement if:
  1. Client does not fully meet their obligations.
  2. After the agreement is concluded, Seeders learns of circumstances that provide good grounds to fear that Client will not fulfil their obligations.
  3. At the time of concluding the agreement, Client was asked to provide security for the fulfilment of their obligations, and this security is insufficient or lacking.
2. If the agreement is dissolved, Seeders' claims against Client become immediately due and payable. If Seeders suspends the fulfilment of obligations, they retain their claims under Dutch law and the agreement.
3. If the assignment is terminated prematurely for any reason, Client is no longer allowed to use the provided general designs, tools, dashboard, etc., and any licences or usage rights granted in the context of the assignment will expire.
4. Seeders always retains the right to claim damages.

## **Article 11. Liability**

1. Seeders cannot be held liable for:
  1. Errors in materials provided by Client.
  2. Misunderstandings or errors in the execution of the agreement if caused by Client actions, such as not providing complete, sound, and clear data/materials on time.
  3. Errors by third-parties engaged by/on behalf of Client.
  4. Deficiencies in supplier quotes or price exceedances if engaged by Client.
  5. Errors in design or text/data if Client has given approval as per Article 4.9.
  6. Errors and/or issues arising after delivery due to use or maintenance by others than Seeders.
  7. Indirect damage, including consequential damage, reputational damage, lost profits, missed savings, and business interruption damage.
  8. Consequences of placing backlinks or allowing third-parties to place links.

2. Except where exclusion or limitation of liability is not permitted by law, Seeders' liability for any claim, whether contractual, tortious, or otherwise, per event or series of related events, is limited to:
  1. An amount equivalent to the invoice value of the assignment or the relevant part thereof, with a maximum of €10,000.
  2. For assignments longer than six months, liability is limited to the invoice value of the last six months, with a maximum of €15,000.
3. The liability limitations in these terms do not apply if the damage is due to Seeders' intent or gross negligence or that of its subcontractors.
4. Any liability expires one year after the assignment is completed.
5. After completing the assignment, neither the client nor Seeders has a duty to retain the materials, data, and results used.
6. Seeders does not provide any warranty, direct or indirect, regarding services or goods unless otherwise agreed in writing in advance.
7. Client will indemnify Seeders against any third-party claims related to the services and/or products and results delivered by Seeders to Client.
8. While the number of backlinks referring to a domain is significant for Client's website's Google search results, Google itself does not recommend this practice. There is a risk that Google may not respond to link building activities as expected. Seeders will always perform services, including link building, as safely as possible to minimise the risk of penalties from Google. Seeders accepts no liability for penalising or removing the Client's site from an internet search engine or directory. Client assumes all risks associated with Seeders' services.

## **Article 12. Indemnifications**

1. Client indemnifies Seeders against third-party claims regarding intellectual property rights on materials or data provided by Client used in executing the agreement.
2. If Client provides Seeders with data carriers, electronic files, or software, Client guarantees that this does not infringe on third-party ownership or copyright and that the data carriers, electronic files, or software are free of viruses and defects.

## **Article 13. Force Majeure**

1. Force majeure includes all unforeseen and unavoidable events beyond the control of the Parties that prevent them from fulfilling their contractual obligations, such as natural disasters, war, terrorist attacks, pandemics, and other exceptional circumstances.
2. During a period of force majeure, Parties may suspend their contractual obligations. If the force majeure period exceeds two months, Parties are entitled to dissolve the agreement without any obligation to pay damages.

3. If Seeders has already partially fulfilled its obligations at the onset of force majeure or can only partially fulfil them, Seeders is entitled to separately invoice the completed or executable part, and Client is obliged to pay this invoice as if it were a separate contract.

## **Article 14. Intellectual Property and Ownership Rights**

1. Without prejudice to the provisions in these general terms and conditions, Seeders retains the rights and powers conferred by the Copyright Act.
2. All materials provided by Seeders, such as reports, advice, agreements, designs, sketches, drawings, software, etc., may only be used by Client for the intended purposes.
3. The specifically created working drawings, prototypes, design sketches, films, and other materials or (electronic) files produced by Seeders for Client under the agreement become the Client's property once Client has fulfilled all obligations, including payment of all agreed fees.
4. Seeders reserves the right to use knowledge gained during the execution of work for other purposes and clients, provided this does not breach the confidentiality of information.
5. Client permits Seeders to use the Client's name and logo in support of commercial expressions, such as sales presentations or client name mentions in proposals. For extensive promotional activities like press releases, case studies, or references, Seeders will always seek prior approval from the client.

## **Article 15. Defects; Complaint Deadlines**

1. Complaints about executed work must be reported in writing to Seeders within five working days of discovery but no later than thirty days after the completion of the relevant work.
2. If a complaint is justified, Seeders will perform the work as agreed, unless this no longer holds value for Client, which Client must communicate and substantiate. If it is no longer possible or useful to perform the agreed service, Seeders will only be liable within the limits specified in Article 11.

## **Article 16. Disputes**

1. Any dispute between Client and Seeders, if the court has jurisdiction, will be resolved by the competent court in Overijssel, location Zwolle. Seeders remains entitled to summon the client before the court competent by law or applicable international treaty.



2. Parties will only appeal to the court after making every effort to resolve a dispute through mutual consultation.

## **Article 17. Miscellaneous Provisions**

1. If Client is shown or provided with a sample or model, it is only for inspiration unless expressly agreed that the delivered product will exactly match it.
2. Parties are obliged to maintain confidentiality of all confidential information obtained from each other or other sources in the context of their agreement. Information is considered confidential if communicated as such by the other party or if it arises from the nature of the information.
3. Dutch law applies to every agreement between Seeders and Client.
4. Seeders reserves the right to update its General Terms and Conditions from time to time.

## **Article 18. Privacy**

1. To the extent that Seeders' work under the agreement involves processing personal data, Parties are responsible for complying with their respective obligations as data controllers or processors under applicable data protection laws concerning the relevant data.
  2. Parties will enter into a Data Processing Agreement for the processing of personal data if required by applicable law.
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