

GENERAL TERMS & CONDITIONS

LDV Concepts of Projects, · KVK: 57747679 · BTW: NL002217861B81 · Rotterdam, NL

Article 1 — Definitions

- 1.1. Service Provider: LDV Concepts of Projects, registered in the Netherlands with the Chamber of Commerce (KVK) under number 57747679.
- 1.2. Client: any natural person or legal entity that enters into an agreement with the Service Provider or requests a quotation.
- 1.3. Agreement: any written or oral agreement between the Service Provider and the Client, including quotations accepted by the Client.
- 1.4. Services: all work performed or to be performed by the Service Provider, including but not limited to WordPress development, web design, consulting, and technical support.
- 1.5. These Terms: these General Terms and Conditions.

Article 2 — Applicability

- 2.1. These Terms apply to all quotations, Agreements, and Services provided by the Service Provider, unless explicitly agreed otherwise in writing.
- 2.2. The applicability of any general terms and conditions of the Client is expressly excluded.
- 2.3. Deviations from these Terms are only valid if agreed in writing and apply only to the specific Agreement in question.
- 2.4. These Terms also apply to any follow-up or additional assignments.

Article 3 — Quotations & Formation of Agreement

- 3.1. All quotations issued by the Service Provider are without obligation (vrijblijvend) and valid for 30 days unless stated otherwise.
- 3.2. An Agreement is formed when the Client accepts a quotation in writing (including by email) or when the Service Provider commences work at the Client's request.
- 3.3. The Service Provider reserves the right to refuse an assignment without providing reasons.

Article 4 — Execution of Services

- 4.1. The Service Provider shall perform all Services to the best of its ability in accordance with the standards of a competent professional (inspanningsverplichting), unless a specific result has been explicitly agreed in writing.
- 4.2. The Client shall provide all information, access, and materials reasonably required for the performance of the Services in a timely manner. The Service Provider is not liable for delays caused by the Client's failure to do so.
- 4.3. Delivery timelines stated in quotations or Agreements are indicative and not strict deadlines, unless explicitly agreed otherwise in writing.
- 4.4. The Service Provider may engage third parties to perform (part of) the Services where appropriate.

Article 5 — Fees & Invoicing

- 5.1. All fees are stated in euros (€) and, unless indicated otherwise, exclusive of Dutch VAT (BTW) at the applicable rate.
- 5.2. Invoices must be paid within 14 days of the invoice date, unless stated otherwise in the Agreement.

- 5.3. If payment is not received by the due date, the Client is in default by operation of law (verzuim van rechtswege) without notice being required. From that date, the statutory commercial interest (wettelijke handelsrente, Article 6:119a BW) applies automatically.
- 5.4. All reasonable extrajudicial collection costs following default are borne by the Client, with a minimum of €75.
- 5.5. The Service Provider may suspend all Services until outstanding invoices are paid in full.

Article 6 — Intellectual Property

- 6.1. All intellectual property rights in work created by the Service Provider vest in the Service Provider until full payment has been received.
- 6.2. Upon receipt of full payment, the Service Provider grants the Client a non-exclusive, perpetual licence to use the deliverables for the Client's own business purposes, unless the parties have agreed in writing to a transfer of rights.
- 6.3. Third-party materials (plugins, themes, stock assets, fonts) remain subject to their own licences. The Service Provider is not liable for third-party licence violations caused by the Client.
- 6.4. The Service Provider reserves the right to mention the Client's name and a description of the project in its portfolio and marketing materials, unless the Client objects in writing.

Article 7 — Confidentiality

- 7.1. Both parties shall keep confidential all information received from the other party that is designated as confidential, or that can reasonably be understood to be confidential in nature.
- 7.2. This obligation does not apply to information that is or becomes publicly available through no fault of the receiving party, or that the receiving party is required by law or court order to disclose.
- 7.3. The confidentiality obligation continues to apply for two (2) years after termination of the Agreement.

Article 8 — Limitation of Liability

- 8.1. The Service Provider's total liability for any attributable failure (toerekenbare tekortkoming) or unlawful act shall not exceed the total fees invoiced and paid by the Client under the relevant Agreement in the three months preceding the event giving rise to liability.
- 8.2. The Service Provider is never liable for indirect or consequential damages, including but not limited to loss of profits, loss of data, lost savings, or reputational damage.
- 8.3. The Service Provider is not liable for damage resulting from: the Client's failure to provide accurate or complete information; the Client's misuse of the deliverables; third-party services or software (including hosting providers, plugins, or payment processors); or force majeure.
- 8.4. The Client must report any damage or defects to the Service Provider in writing within 14 days of discovery, failing which any claim is forfeited.

Article 9 — Force Majeure

- 9.1. The Service Provider is not liable for any failure or delay caused by circumstances beyond its reasonable control (overmacht), including illness, internet or infrastructure outages, government measures, or acts of third parties.
- 9.2. If a force majeure situation lasts longer than 60 days, either party may terminate the Agreement in writing without obligation to pay damages.

Article 10 — Term & Termination

- 10.1. An Agreement for a defined scope of work ends upon delivery and final payment.

- 10.2. Either party may terminate an ongoing Agreement in writing with a notice period of 30 days, unless agreed otherwise.
- 10.3. The Service Provider may terminate the Agreement with immediate effect if the Client is in default of payment for more than 30 days, is declared insolvent, or applies for a suspension of payments (surseance van betaling).
- 10.4. Upon termination, all work performed up to that date shall be invoiced and is immediately due and payable.

Article 11 — Personal Data (AVG / GDPR)

- 11.1. Both parties shall comply with the Dutch implementation of the General Data Protection Regulation (Algemene Verordening Gegevensbescherming, AVG) and any applicable national privacy legislation.
- 11.2. Where the Service Provider processes personal data on behalf of the Client, the parties shall enter into a data processing agreement (verwerkersovereenkomst) as required by law.
- 11.3. The Service Provider processes the Client's contact and business data solely for the purpose of executing the Agreement and complying with statutory obligations.

Article 12 — Governing Law & Dispute Resolution

- 12.1. These Terms and all Agreements are governed exclusively by Dutch law (Nederlands recht).
- 12.2. Any dispute that cannot be resolved by mutual consultation shall be submitted exclusively to the competent court in the district where the Service Provider is registered, unless mandatory law provides otherwise.

Article 13 — Amendments

- 13.1. The Service Provider may amend these Terms at any time. The most recent version always applies and is available on request.
- 13.2. Material changes will be communicated to existing Clients in writing at least 30 days before they take effect. Continued engagement after that date constitutes acceptance.

These Terms were last updated: [June 2026] · Version 1.0 · Applicable to all agreements entered into on or after this date.