

Terms and Conditions – Pinelab B.V.

These terms apply to all offers and agreements between Pinelab B.V. (Leeuwarden, KvK 94997713) and its clients (“Client”). Deviations are only valid if agreed in writing.

1. Offers & Agreement

- Quotes describe the services (“Services”) and pricing; only what’s in the quote is binding.
- Quotes are non-binding and valid for 30 days.
- An agreement is formed upon acceptance (including implied acceptance by instructing work).
- Changes require mutual consent. Extra work is billed at the agreed hourly rate.
- Pinelab may use third parties but remains responsible.

2. Performance

- Pinelab performs Services with reasonable care and skill.
- The Client must provide all necessary information, access, and cooperation in time.
- Delays caused by the Client are at the Client’s risk.
- Pinelab may suspend work if the Client fails to meet obligations.

3. Hosting & Third Parties

- Pinelab is not responsible for failures or changes in third-party services (e.g. hosting, providers, laws).
- Adjustments due to such changes may be billed as additional work.

4. Domain Names

- Domain registration is subject to third-party (e.g. SIDN) rules.
- Registration is only complete after confirmation from the registry.

5. Development of Works

- “Works” include websites, software, designs, content, etc.
- Compatibility with outdated systems is not guaranteed unless agreed.
- The Client guarantees rights to all supplied materials and indemnifies Pinelab.
- Third-party components (including open source) may be used.
- After delivery, the Client is responsible for complying with third-party licenses.
- Source files are provided and stored during the relationship; retrieval later may incur costs.

6. Delivery & Acceptance

- Deliverables are deemed accepted if not rejected within 5 working days.
- Revisions are included within reason; excessive revisions may be charged.
- After acceptance, liability for defects expires unless knowingly hidden.
- In any case, liability for defects expires after 1 year.

7. Intellectual Property

- IP rights transfer to the Client upon payment unless agreed otherwise.
- Pinelab retains the right to use the work for its portfolio and business purposes.
- Open source licenses may impose obligations; Pinelab will inform the Client.

8. Installation & Maintenance

- The Client is responsible for its own systems and licenses.
- Maintenance and changes are billed unless agreed otherwise.
- Unauthorized changes by the Client may void support.

9. Pricing & Payment

- Prices are in euros, excl. VAT.
- Payment term: 14 days. Late payment incurs interest and collection costs.
- Disputes must be raised within the payment term.
- Rates may be adjusted annually (max. 10%, with notice).
- All Clients in a group are jointly liable.

10. Changes & Additional Work

- Changes are treated as additional work and billed accordingly.
- Pinelab will inform the Client of extra costs in advance where possible.

11. Confidentiality

- Both parties must keep confidential information secret.
- This obligation continues after termination.

12. Liability

- Liability is limited to the amount of the agreed price.
- Indirect damages (loss of profit, data, delays, etc.) are excluded.
- Claims require written notice and expire after 24 months.
- Force majeure (e.g. outages, strikes, war) suspends obligations without liability.

13. Duration & Termination

- Agreements run for the duration of the Services.

- Ongoing services renew yearly unless terminated with 2 months' notice.
- Early termination requires payment for work performed.
- Upon termination, Pinelab may delete stored data without obligation to provide copies.

14. Amendments

- Terms may be updated annually with notice.
- The Client may terminate if they disagree with changes (except legal changes).

15. Final Provisions

- Dutch law applies.
- Disputes go to the competent court where Pinelab is located.
- Invalid provisions do not affect the rest.
- "Written" includes email.
- Pinelab may transfer rights within its group.