Terms and Conditions

In the event of any discrepancy between the Dutch and the English version of this document, the Dutch version prevails.

These terms apply to all quotations, agreements and services of Bas de Kort (sole proprietorship, CoC 42038027, located at Kerkeakker 3, 6674 EM Herveld), hereinafter "Contractor", to its clients, hereinafter "Client".

1. Definitions

- **Contractor:** Bas de Kort, acting in Contractor's own name and/or under the trade name LengthOfRope.
- **Client:** the legal entity or natural person acting in the course of a profession or business, who enters into an agreement with Contractor or accepts an offer from Contractor. Contractor contracts only with business clients; consumers are excluded.
- **Assignment:** any agreement between Contractor and Client concerning software development, AI integration, technical advice, code reviews or related services.
- **Work:** all materials produced by Contractor in the context of an Assignment, including source code, documentation, models, prompts, schemas and advice.
- **In writing:** by post or by email, unless stated otherwise.

2. Applicability

These terms apply exclusively to business clients; Contractor does not supply to consumers. By entering into an agreement, Client declares to be acting in the course of a profession or business. Provisions that cannot legally be invoked against a consumer are therefore not invoked against consumers.

These terms apply to all quotations, offers and agreements under which Contractor supplies goods or services. Deviations apply only if confirmed in writing by Contractor. Client's purchasing or general terms and conditions are expressly rejected, unless agreed otherwise in writing.

If one or more provisions of these terms prove to be void or voidable, this does not affect the remaining provisions. In that case the parties will agree on a replacement provision that comes as close as possible to the purpose and scope of the void or voided article.

3. Quotations and offers

Quotations are non-binding and valid for 30 days, unless stated otherwise. Contractor is not bound by obvious mistakes or clerical errors in its quotation. Composite price quotations do not oblige Contractor to carry out part of the assignment for a corresponding part of the quoted price.

4. Formation of the agreement

An agreement is formed as soon as Client accepts the quotation in writing, or as soon as Contractor actually begins performing the Assignment on the basis of an order confirmation provided by Client. The agreement, together with these terms and conditions and any associated appendices, constitutes the entire agreement between the parties. Earlier oral or written arrangements lapse as a result.

5. Performance

Contractor performs the Assignment to the best of its insight and ability. Contractor's obligations are best-efforts obligations and not obligations to achieve a specific result, unless expressly agreed otherwise in writing. Planning and delivery periods are indicative and do not constitute strict deadlines.

Client ensures that all data, access to systems and other information that Contractor reasonably needs are available in good time. Delay or additional costs resulting from this not being made available, or not in good time, are for Client's account.

Unless a service level agreement with guaranteed response or recovery times or an availability percentage has been expressly agreed in writing, all response times, meeting frequencies and availability stated by Contractor are best-efforts commitments and not a guaranteed service level. No guaranteed service levels can be derived from statements on the website or in offers

about response speed or meeting cadence.

6. Use of third parties

Contractor is entitled to have certain work carried out by third parties (subcontractors, fellow freelancers) if, in its opinion, this is desirable or necessary for the proper performance of the Assignment. In that case Contractor remains responsible to Client for the end result.

7. Use of AI tools

Contractor uses AI-based tools (such as code assistants and large language models) to support the performance of Assignments. Contractor is transparent about this way of working and checks AI-generated material for correctness and suitability before it is delivered.

Client's data, including source code and business information, may be processed by external AI services in the context of performing the Assignment. If Client has specific requirements about which data may or may not be processed through such services, these must be agreed in writing in advance. Without such arrangements, standard use of AI tools is permitted.

Contractor remains responsible for the delivered Work at all times, regardless of the extent to which AI tools have been used.

8. Additional work

Work that falls outside the originally agreed scope is carried out only after prior written approval from Client. Additional work is invoiced separately at the agreed rate or at Contractor's hourly rate applicable at that time.

9. Delivery and acceptance

Work is deemed to be delivered at the moment Contractor makes it available to Client in writing or through the agreed channel. Client is obliged to inspect the delivered Work for visible defects within fourteen (14) days and to report any complaints to Contractor in writing and with reasons.

If no written complaint has been received within the aforementioned period, the Work is deemed to be fully accepted. Use of the Work in production or publication by Client also constitutes acceptance.

10. Rates and payment

All rates are in euros and exclusive of VAT, unless stated otherwise. Invoicing takes place monthly in arrears on the basis of hours worked or in accordance with the milestones agreed in the quotation.

For ongoing services on the basis of a subscription (a monthly package), a fixed monthly price applies, invoiced monthly in advance. At the start, a one-off setup fee is due, equal to twice the monthly amount. A subscription has a minimum term of three (3) months and can be terminated thereafter subject to a notice period of one (1) month. Switching between packages is possible per calendar month. Work that falls outside the description of the chosen package is considered additional work and is invoiced at the hourly rate applicable at that time.

Client pays invoices within fourteen (14) days of the invoice date without suspension, discount or set-off. If the payment term is exceeded, Client is in default by operation of law and owes statutory commercial interest (Article 6:119a of the Dutch Civil Code), as well as extrajudicial collection costs with a minimum of €75.

Contractor has the right to suspend performance of the Assignment in the event of structurally late payment. Contractor is also entitled to suspend delivery of Work in whole or in part until Client has fulfilled its payment obligations (right of retention).

For ongoing assignments, Contractor is entitled to index the hourly rate annually on January 1 by at least the Statistics Netherlands (CBS) consumer price index, and in all other cases to adjust it during the term with a notice period of one (1) month. If Client does not accept the price adjustment, it has the right to terminate the agreement as of the effective date of the adjustment.

11. Cancellation by Client

If Client cancels a confirmed Assignment before the work has started, it owes a fee equal to:

- 25% of the quoted amount for cancellation up to seven (7) days before the planned start date;
- 50% of the quoted amount for cancellation within seven (7) days before the planned start date;
- 100% of the quoted amount for time already booked and scheduled that can no longer be redeployed.

In the event of cancellation after the work has started, the hours and costs incurred up to that moment remain fully due, plus any demobilization costs.

12. Intellectual property

After full payment of all amounts due for the Assignment concerned, Contractor transfers the intellectual property rights in the Work produced specifically for Client, insofar as this is possible and agreed. Until the moment of full payment, all rights rest with Contractor and a reservation of title applies: until then Client may not put the Work into production, publish it or exploit it.

The following remain excluded from transfer:

- Contractor's existing and generally applicable methods, frameworks, libraries, knowledge and tools;
- reusable components that contain no client-specific information or logic;
- generally available open-source components, which remain subject to their own license.

Contractor has the right to mention the project in broad terms as a reference (Client's name, role, general description) in its portfolio and communication, unless a confidentiality agreement (NDA) that expressly excludes this has been made in writing in advance.

13. Indemnification

Client indemnifies Contractor against third-party claims relating to intellectual property rights in materials, data or information provided by Client that are used in the performance of the Assignment. If Client makes materials or data available to Contractor, Client warrants that it is

entitled to use and pass on these.

14. Confidentiality

Both parties are obliged to keep confidential all confidential information they have obtained from each other in the context of the Assignment. Information is confidential if the other party has indicated this or if this reasonably follows from the nature of the information. This obligation continues to apply after the Assignment has ended.

15. Processing of personal data

If, in performing the Assignment, Contractor processes personal data of Client or third parties as a processor within the meaning of the GDPR, the parties conclude a data processing agreement. The data processing agreement used by Contractor is designed as a Data Pro Statement, forms part of these terms as an appendix and can be consulted at www.basdekort.nl/en/data-processing-agreement. Client is and remains the controller.

16. Security

Contractor makes an effort to apply, in performing the Assignment, a level of security that, given the state of the art, the costs of implementation and the nature of the data to be protected, is not unreasonable. Unless a specific level of security, a standard or a certification has been agreed in writing, Contractor has no further security obligation.

Client is responsible for the security of its own systems, networks, equipment and access credentials, as well as for making and periodically testing backups of its data and of the delivered Work. Applying separate storage or segmentation of data when making backups is only part of Contractor's obligations if this has been agreed in writing.

Client ensures correct and secure use of the Work, including having updates and security patches installed in good time, managing login credentials, keys and API tokens securely, and complying with the laws and regulations on information security that apply to it. If the Work uses components or services of third parties, the security and update terms of those third parties also apply.

The parties inform each other without undue delay of a discovered security incident or vulnerability that could reasonably affect the other party, and provide each other with reasonable cooperation in limiting the consequences. Insofar as personal data are involved in an incident, the provisions of Article 15 and the data processing agreement apply in addition.

17. Liability

Contractor is liable only for direct damage that is the direct and demonstrable result of a failure in performance attributable to Contractor. Contractor's total liability is limited, per Assignment, to:

- for one-off assignments and project assignments: the amount invoiced for that Assignment and paid by Client (excluding VAT);
- for ongoing assignments and subscriptions: the total of the amounts invoiced and paid in the three (3) months preceding the event causing the damage (excluding VAT).

A series of related events counts as one event. This limitation and the forfeiture periods mentioned below apply alongside each other: a claim that falls within the aforementioned maximums also lapses if no timely complaint was made in accordance with this article.

Liability for indirect damage, including consequential damage, loss of profit, missed savings, data loss and reputational damage, is excluded.

All liability lapses if Client has not complained to Contractor in writing within thirty (30) days after discovering, or reasonably being able to discover, the damage, and in any case after twelve (12) months have passed since the event from which the liability arises.

The limitations in this article do not apply in the event of wilful misconduct or deliberate recklessness on the part of Contractor.

18. Complaints procedure

Complaints about the delivered Work or the performance of the Assignment must be submitted to Contractor within fourteen (14) days after discovery, or after the moment Client could reasonably have discovered the complaint, in writing, with reasons and accompanied by

relevant evidence, via the contact form on basdekort.nl.

Contractor responds within fourteen (14) days of receiving the complaint with a substantive response or with an indication of the period within which a substantive response will be given. Submitting a complaint does not release Client from its payment obligations.

19. Force majeure

Contractor is not obliged to perform any obligation if it is prevented from doing so by force majeure. Force majeure also includes: failures at third parties (including hosting providers, AI services and platform vendors), incapacity for work, natural disasters and government measures.

If the force majeure situation lasts longer than sixty (60) days, either party has the right to dissolve the agreement in writing without being obliged to pay any compensation.

20. Notice and termination

Fixed-term assignments end by operation of law on the agreed end date. Ongoing assignments can be terminated by both parties subject to a notice period of one (1) month, unless agreed otherwise.

Contractor is entitled to terminate the Assignment with immediate effect, without notice of default and without any compensation being due, if Client is declared bankrupt, applies for suspension of payments, or otherwise loses the free disposal of its assets, or if Client, despite a written reminder, fails to meet its obligations.

21. Recruitment and hiring of deployed personnel

During the term of the Assignment and for up to twelve (12) months after its end, Client will not, without Contractor's prior written consent, employ or engage, directly or through a third party, any persons deployed by Contractor in the Assignment or introduced to Client (including freelancers and other third parties engaged by Contractor).

If Client takes on such a person, Client owes Contractor a one-off takeover fee equal to six (6) months of the fee last invoiced by Contractor for that person or, failing that, reasonably invoiceable. If that fee cannot be determined, the takeover fee is €15,000. This takeover fee is a fixed compensation covering the recruitment, deployment and loss of revenue incurred; no additional damages are due on top of it.

22. Transfer of rights

Client is not entitled to transfer its rights and obligations under the Assignment to a third party without Contractor's prior written consent.

23. Notices

Notices between the parties must be made in writing, by email to the email address known in connection with the Assignment, or by registered post to the registered or business address. A notice by email is deemed to have been received on the day of sending, unless the contrary is proven.

24. Amendment of terms

Contractor is entitled to amend these terms and conditions unilaterally. Ongoing assignments are governed by the version that applied at the time the agreement was formed. New versions apply to new assignments after publication on the website.

25. Governing law and disputes

All agreements between Contractor and Client are governed exclusively by Dutch law. Disputes arising from or related to an agreement are submitted to the competent judge of the Gelderland District Court (rechtbank Gelderland).