

General Terms and Conditions

Version 1.0 · 2026





DOCUMENT

Type · General Terms and Conditions
Version · 1.0 (2026)
Prepared by · CodeSprinter

CODESPRINTER

Kwikstaartlaan 42
3704 GS Zeist
The Netherlands

CONTACT

info@codesprinter.nl
www.codesprinter.net
Emergency number: 085 - 369 - 7644

COMPANY DETAILS

Chamber of Commerce (KVK) 94394768
VAT NL005081056B55

01	Definitions
02	Applicability
03	Quotations and period of validity
04	Formation of the agreement
05	Prices, payment and payment terms
06	Planning, delivery time and delay
07	Obligations of the Client
08	Changes and additional work
09	Intellectual property and source code
10	Open-source components
11	Third-party services and APIs
12	Hosting
13	Availability
14	Software maintenance
15	Warranty

16 **Liability and limitation of liability**

17 **Backups and data loss**

18 **Security**

19 **Processing of personal data**

20 **Confidentiality**

21 **Force majeure**

22 **Termination**

23 **Exit and handover**

24 **Amendment of these terms**

25 **Governing law and competent court**

26 **Contact and final provisions**

DEFINITIONS IN THESE TERMS

In these general terms and conditions, the terms below, always written with a capital letter, have the following meanings.

CodeSprinter	CodeSprinter, with its registered office at Kwikstaartlaan 42, 3704 GS Zeist, registered in the Dutch Commercial Register under KVK 94394768, and the user of these terms.
Client	The natural person or legal entity that enters into an agreement with CodeSprinter for the purchase of one or more services.
Agreement	The entirety of the arrangements between CodeSprinter and the Client on the basis of which services are provided, consisting of the Statement of Work and/or the Project Proposal, and these General Terms and Conditions.
Statement of Work	The document, also referred to as the SoW, in which the specific arrangements on scope, price, planning and special conditions for a particular assignment are laid down.
Project Proposal	The quotation issued by CodeSprinter describing the services to be provided, the approach, the price and the planning.
Service(s)	All work and products to be provided or provided by CodeSprinter, including but not limited to: custom software development, web development, application management, managed hosting, advice, consultancy and related activities.
Custom Software	Software that CodeSprinter develops specifically and exclusively for the Client under the Agreement.
Generic Components	Frameworks, libraries, modules, templates, tools and other building blocks that CodeSprinter has developed or licenses and that can be deployed for multiple clients.
Change Request	A written request from the Client or CodeSprinter to change the agreed scope, planning or price.
Confidential Information	All information that one party provides to the other party and has designated as confidential, or whose confidentiality reasonably follows from the nature of the information.

Personal Data	All information relating to an identified or identifiable natural person within the meaning of the General Data Protection Regulation (GDPR).
SLA	CodeSprinter's Managed Hosting SLA, in which the agreed service levels, availability targets and compensation arrangements are laid down.
Software Maintenance Agreement	The agreement, separate from the agreement for the initial custom development, under which CodeSprinter provides ongoing maintenance of the software.
Data Processing Agreement	The agreement under Article 28 GDPR, concluded between CodeSprinter as Processor and the Client as Controller.
In writing	Communication by letter, e-mail or another agreed digital channel. Communication via WhatsApp or other messaging apps only counts as communication in writing if the parties have expressly agreed to this.

Definitions

The capitalised terms used in these terms have the meaning assigned to them in the preceding overview "Definitions in these terms".

Where these terms refer to "in writing", this also includes communication by e-mail, unless the context requires otherwise.

The headings above the articles serve readability only and are not decisive for the interpretation of the provisions concerned.

Applicability

These General Terms and Conditions apply to all offers, Project Proposals, Statements of Work and Agreements under which CodeSprinter provides Services, as well as to all legal relationships arising from or connected with them.

- The Client accepts these terms by entering into the Agreement. CodeSprinter makes these terms available to the Client before or upon entering into the Agreement.
- The applicability of any purchasing, delivery or other terms of the Client is expressly rejected, unless CodeSprinter has expressly accepted their applicability in writing.
- Deviations from these terms are only valid if agreed in writing and apply only to the specific Agreement for which they were made.
- If any provision of these terms proves to be null and void or voidable, the remaining provisions remain in full force. The parties will then consult on a replacement, legally valid provision that approximates the purpose and intent of the original provision as closely as possible.

In the event of conflict between documents, the following order of precedence applies: (1) the Statement of Work, (2) the Project Proposal, (3) these General Terms and Conditions. Agreements concluded or amended later prevail over earlier ones to the extent that they deviate from them.

Quotations and period of validity

All Project Proposals and quotations issued by CodeSprinter are without obligation, unless a period of validity is expressly stated in them.

- A quotation expires 30 days after the date of dispatch, unless a different period is stated in the quotation.
- A quotation is based on the information the Client provided at the time of the request. If that information changes before the Agreement is concluded, CodeSprinter reserves the right to amend or withdraw the quotation.
- Obvious clerical errors or miscalculations in quotations are not binding on CodeSprinter.
- Composite quotations do not oblige CodeSprinter to perform part of the assignment for a corresponding part of the stated price.

Formation of the agreement

An Agreement is formed at the moment the Client accepts a Project Proposal or quotation from CodeSprinter in writing, or at the moment CodeSprinter begins performing the work at the Client's request.

- A verbal commitment or assignment only becomes binding once CodeSprinter has confirmed it in writing.
- CodeSprinter is entitled to decline an assignment without stating reasons, in particular if the assignment does not fit within CodeSprinter's available capacity or expertise.
- The Statement of Work contains in any event a description of the Services to be provided, the price, the method of payment, the planning and any special conditions.

Prices, payment and payment terms

All prices applied by CodeSprinter are in euros and exclusive of value added tax (VAT), unless expressly stated otherwise.

5.1 Prices and indexation

- The price agreed for an assignment is laid down in the Statement of Work.
- CodeSprinter is entitled to index its rates annually as of 1 January on the basis of the consumer price index (CPI) of Statistics Netherlands (CBS) or a comparable index. Other rate changes are announced in writing at least 30 days in advance.
- Additional work as referred to in article 8 is quoted and invoiced separately, unless the parties have agreed a different arrangement.

5.2 Invoicing and payment

- CodeSprinter invoices the agreed fee as set out in the Statement of Work. For project assignments, CodeSprinter applies a payment schedule based on milestones or periods, as further described in the Statement of Work.
- Ongoing Services (subscriptions, hosting, management) are invoiced monthly or quarterly in advance, unless agreed otherwise.
- The payment term is 30 days from the invoice date, unless agreed otherwise in writing.
- Payment is made without suspension, set-off or discount, unless CodeSprinter has given its consent to this in writing.

5.3 Default and consequences

In the event of late payment, the Client is in default by operation of law, without any notice of default being required. CodeSprinter is then entitled:

- to charge statutory (commercial) interest on the outstanding amount from the due date;
- to suspend the performance of all ongoing Services after CodeSprinter has notified the Client in writing of the payment arrears and has offered a further period of at least seven business days;

- to charge extrajudicial collection costs in accordance with the Dutch Extrajudicial Collection Costs (Standards) Act (Wet normering buitengerechtelijke incassokosten).

| 5.4 Objections to invoices

The Client must submit any objection to an invoice in writing, stating reasons, within fourteen days of the invoice date. After this period, the invoice is deemed to have been accepted. An objection does not suspend the obligation to pay.

Planning, delivery time and delay

Stated plannings, turnaround times and delivery dates are indicative, unless the parties have agreed a firm deadline in writing.

- CodeSprinter makes every effort to meet the agreed planning, but a single overrun of an indicative period does not constitute an attributable failure and does not entitle the Client to termination or compensation.
- CodeSprinter is entitled to perform the work in phases or partial deliveries, unless agreed otherwise in the Statement of Work.
- If progress is delayed by circumstances beyond CodeSprinter's control, including the failure of the Client to provide the required information, materials or decisions on time or at all, the periods are extended accordingly. Additional costs resulting from such delays are borne by the Client.
- The parties communicate proactively about impending delays and agree a revised planning in mutual consultation.

Obligations of the Client

The Client is responsible for the timely and correct provision of all information, materials and cooperation that CodeSprinter reasonably needs to perform the Agreement.

7.1 Cooperation and provision of information

- The Client designates a point of contact who is authorised to take decisions concerning the progress of the assignment.
- The Client responds within a reasonable period to questions, requests for feedback or requests for approval from CodeSprinter.
- The Client informs CodeSprinter in good time of changes in its organisation or systems that may affect the performance of the Services.
- The Client provides access to the systems, environments and information that CodeSprinter requires, and arranges the licences required on the Client's own side.

7.2 Accuracy of the information provided

The Client warrants the accuracy, completeness and lawfulness of the information, materials and data provided to CodeSprinter. Loss or damage resulting from incorrect or incomplete provision is borne by the Client.

7.3 Use of the Services

- The Client uses the Services and the delivered Custom Software exclusively for lawful purposes and in accordance with the applicable laws and regulations.
- The Client is responsible for managing the access credentials (user names, passwords, API keys) provided in the context of the Services, and reports any loss or misuse to CodeSprinter without delay.

Changes and additional work

Changes to the scope, planning or price of an ongoing assignment are only implemented through a Change Request agreed in writing.

- CodeSprinter assesses every change request from the Client for feasibility and for its impact on planning and price. CodeSprinter issues an amended or supplementary quotation before the change is implemented.
- Work that the Client requests outside the agreed scope, or that is necessary as a result of incomplete or incorrect information from the Client, is regarded as additional work and invoiced separately.
- CodeSprinter does not start performing a Change Request before the Client has accepted it in writing, unless postponement would demonstrably lead to disproportionate loss and the Client has given verbal approval, followed by written confirmation as soon as possible thereafter.
- Reduced work does not automatically lead to a lower price, unless the parties have agreed this in writing.

Intellectual property and source code

The ownership of and the rights to the works developed and delivered under the Agreement are allocated as follows.

9.1 Custom Software

Upon full payment, the Client acquires **ownership (copyright) of the software developed specifically for the Client**. **Generic, reusable components, frameworks, libraries and tools of CodeSprinter** remain the property of CodeSprinter; the Client acquires a **perpetual, non-exclusive and transferable right of use** to them to the extent necessary to use the software, have it maintained and develop it further. In this way the Client has full ownership of its custom work, without vendor lock-in, while CodeSprinter can continue to deploy its reusable building blocks in other assignments.

9.2 Transfer and accessibility of source code

- Upon or immediately after delivery and full payment, CodeSprinter delivers the source code of the Custom Software to the Client via a version control system (for example a Git repository) or in another agreed manner.
- The Client is free to maintain, modify or further develop the Custom Software itself or to have this done by a third party, provided that CodeSprinter's rights to the Generic Components are respected.
- CodeSprinter is not liable for the consequences of modifications that the Client or a third party makes to the Custom Software after delivery.

9.3 Rights arising from the Agreement

- As long as the Client has not paid in full, all rights to the delivered works remain with CodeSprinter. The Client then acquires only a right of use for the agreed purposes, which lapses in the event of non-performance.
- If the Agreement is terminated prematurely, only the rights to fully paid and delivered components are transferred, unless the parties have agreed otherwise in writing.

| 9.4 Portfolio and reference

CodeSprinter is entitled to include the assignment performed for the Client in its portfolio and to use it as a reference, unless the Client has indicated in writing that it objects to this.

Open-source components

In performing assignments, CodeSprinter uses open-source components, frameworks and libraries from third parties.

- Open-source components do not fall under the ownership regime set out in article 9 and retain their own, original licence terms (such as MIT, Apache 2.0, GPL or a comparable licence).
- CodeSprinter selects open-source components with the care of a competent professional and takes licence compatibility for the intended use into account.
- On request, CodeSprinter informs the Client about the open-source components used and the applicable licences.
- The Client accepts that the use of open-source components may entail obligations (such as the obligation to disclose source code in the case of GPL software) and indemnifies CodeSprinter against claims arising from non-compliance with open-source licences as a result of the Client's instructions or choices.

Third-party services and APIs

In performing the Services, CodeSprinter regularly uses services, platforms or APIs of third parties, such as payment providers, mapping services, e-mail providers, cloud providers and other external systems.

- CodeSprinter is not liable for outages, changes, suspension or discontinuation of third-party services, or for the consequences thereof for the delivered software or Services.
- The availability and functionality of integrations with third-party services depend on the terms, API policies and continuity of those third parties. CodeSprinter cannot guarantee that such integrations will continue to function without interruption after changes made by the third party concerned.
- Costs for the use of third-party services (such as API costs, licence costs or usage costs) are borne by the Client, unless expressly agreed otherwise.
- CodeSprinter informs the Client in good time of relevant changes to third-party services that may materially affect the Services provided, to the extent that CodeSprinter is aware of them.

Hosting

If the Agreement also includes Managed Hosting, the terms of CodeSprinter's **Managed Hosting SLA** apply in addition, which forms part of the Agreement as an annex or is agreed separately.

- CodeSprinter uses third-party hosting infrastructure. The location, specifications and hosting providers are set out in the Managed Hosting SLA.
- CodeSprinter manages the hosting environment in accordance with the service levels laid down in the SLA.
- The acceptable use terms of the data centre and of the network suppliers involved also apply to hosting services. The Client must comply with these terms.

Availability

The availability targets for Services of an ongoing nature (hosting, application management) are determined exclusively by the **Managed Hosting SLA**. Outside the scope of an SLA, CodeSprinter provides the Services on the basis of a best-efforts obligation.

- Planned maintenance is, where possible, announced in writing or by e-mail at least 48 hours in advance and carried out outside office hours as far as possible.
- Emergency maintenance that is necessary for the security or continuity of the systems may be carried out without prior notice. CodeSprinter informs the Client as soon as possible afterwards.
- Periods of planned maintenance and outages caused by the Client are not taken into account when assessing availability.

Software maintenance

Ongoing maintenance and software maintenance of software taken into production after delivery fall outside the initial assignment, unless the Statement of Work expressly provides otherwise.

- For ongoing maintenance and management, CodeSprinter concludes a separate **Software Maintenance Agreement** with the Client. This sets out the scope, response times, priorities and fee.
- Without a valid Software Maintenance Agreement, CodeSprinter does not guarantee the timely implementation of updates, patches or security updates, and CodeSprinter is not liable for loss or damage resulting from their absence.
- Updates, security patches and upgrades of the frameworks, libraries or hosting infrastructure used are implemented with due care under a Software Maintenance Agreement, with CodeSprinter informing the Client of relevant changes.

Warranty

CodeSprinter warrants that the Custom Software, upon delivery, complies with the functional specifications laid down in the Statement of Work.

15.1 Warranty period and scope

- CodeSprinter applies a warranty period of 30 days from the delivery confirmed in writing. During this period, CodeSprinter repairs, free of charge, defects that are demonstrably the result of an error in the Custom Software delivered by CodeSprinter.
- A defect must be reported in writing, stating reasons, with a reproducible description of the problem.
- The warranty does not cover defects caused by: (a) modifications made by the Client or a third party after delivery; (b) incorrect or careless use; (c) unsuitability of the environment or infrastructure outside CodeSprinter's responsibility; or (d) incomplete or incorrect provision of information by the Client.

15.2 Best-efforts obligation

Outside the warranty period, and for all Services other than Custom Software development, CodeSprinter provides the Services on the basis of a best-efforts obligation, in accordance with the standards of a reasonably competent and reasonably acting professional in the field.

Liability and limitation of liability

16.1 Limitation per event

CodeSprinter's liability for attributable failures in the performance of the Agreement is limited, per individual event or series of related events, to the amount the Client paid to CodeSprinter in the **three months preceding the event causing the loss** for the Service to which the liability relates.

16.2 Annual maximum

CodeSprinter's total liability towards the Client in any contract year never exceeds **the amount that CodeSprinter invoiced to the Client in the twelve months preceding the event causing the loss for the Service to which the liability relates, exclusive of VAT**, regardless of the number of events causing loss or the size of the individual claims in that year. If the Agreement has at that time been in force for less than twelve months, the amount invoiced over the actual term applies.

16.3 Exclusion of indirect and consequential loss

CodeSprinter is not liable for:

- indirect loss, consequential loss and business loss;
- loss of turnover, loss of profit or missed savings;
- loss resulting from the loss, damage or corruption of data or data files;
- loss resulting from interruption of the Client's business operations;
- reputational damage or loss of reputation.

16.4 Exceptions to the limitation

The limitations and exclusions set out in this article do not apply in the event of intent or deliberate recklessness on the part of CodeSprinter itself. Nor do they apply to liability under product liability legislation or in other cases where limitation is not permitted by law.

16.5 Duty to report loss

The Client reports loss or impending loss to CodeSprinter in writing as soon as possible, and in any event within thirty days after discovering the loss or after it could reasonably have been discovered.

If this period is exceeded, the right to compensation may lapse, unless the Client demonstrates that earlier reporting was not reasonably possible.

16.6 Indemnity

The Client indemnifies CodeSprinter against third-party claims arising from or connected with the Client's use of the Services or the delivered software, to the extent that those claims are not attributable to an attributable failure on the part of CodeSprinter.

Backups and data loss

17.1 Backups by CodeSprinter

If the Services include hosted applications or databases under the Managed Hosting SLA, CodeSprinter makes backups in accordance with the frequency and retention period laid down in the SLA. Outside the SLA context, the backup arrangements are laid down in the Statement of Work or the Software Maintenance Agreement.

17.2 The Client's own responsibility

Without prejudice to CodeSprinter's obligations, the Client is itself responsible for keeping its own independent and regularly updated copy of its business-critical data. CodeSprinter cannot guarantee that recovery from a backup is always possible in full or without data loss.

17.3 Recovery and costs

Recovery of data from a backup takes place at the express request of the Client. Depending on the extent and nature of the recovery, CodeSprinter may charge its usual hourly rates for this, unless the loss is the result of a demonstrable failure on the part of CodeSprinter.

Security

CodeSprinter takes appropriate technical and organisational measures, tailored to the nature and scope of the services, to secure the systems and data.

18.1 Measures

The security measures include in any event:

- encryption of data in transit (TLS) and, where applicable, at rest;
- access management based on the principle of least privilege and multi-factor authentication (MFA) for administrative access;
- monitoring of the systems and timely application of security updates and patches;
- secure software development practices, including the use of version control systems and code reviews.

The full description of the technical and organisational measures is set out in CodeSprinter's **Security & Privacy Statement** and **Technical and Organisational Measures (TOM)**.

18.2 Incidents

In the event of a security incident affecting the Client's data or Services, CodeSprinter informs the Client as soon as reasonably possible. If it concerns a data breach involving personal data, CodeSprinter acts in accordance with the obligations in article 19 and the Data Processing Agreement.

18.3 Cooperation of the Client

The Client is responsible for the security of its own systems and environments that connect to CodeSprinter's Services, and reports security incidents and vulnerabilities it discovers to CodeSprinter without delay.

Processing of personal data

To the extent that CodeSprinter processes personal data on behalf of the Client in performing the Services, CodeSprinter acts as Processor within the meaning of the GDPR and the Client as Controller.

- The arrangements for that processing are laid down in a **Data Processing Agreement**, which forms part of the Agreement as an annex or is concluded separately.
- CodeSprinter processes personal data exclusively in accordance with the Client's documented instructions, unless a legal obligation requires otherwise.
- To the extent necessary for the performance of the Services, CodeSprinter uses sub-processors. An up-to-date overview of the sub-processors is included in the **Sub-processor Overview**. CodeSprinter informs the Client in advance of the engagement of new sub-processors or changes to the set of sub-processors, so that the Client can object if such a change is unacceptable.
- If a data breach involving the Client's personal data is suspected, CodeSprinter notifies the Client without undue delay, and in any event within the period prescribed by the Data Processing Agreement, so that the Client can comply with its statutory notification obligation.

Confidentiality

The parties treat each other's Confidential Information as strictly confidential and use it exclusively for the performance of the Agreement.

- The parties impose an equivalent duty of confidentiality on their employees, freelancers and other persons who have access to Confidential Information.
- The duty of confidentiality does not apply to information that: (a) was or becomes public without breach of the duty of confidentiality; (b) was demonstrably developed independently by the receiving party; or (c) must be disclosed under a legal obligation or court order, provided that the disclosing party informs the other party as soon as possible.
- The confidentiality obligations in this article remain in force after termination of the Agreement for a period of 3 years, unless the parties have agreed a different period in writing.

Force majeure

CodeSprinter is not liable for failures in the performance of the Agreement caused by force majeure.

Force majeure includes in any event: outages at suppliers, the data centre or network suppliers, network or power failures, DDoS attacks or other cyberattacks, natural disasters, fire, government measures, pandemics, strikes, and other circumstances beyond CodeSprinter's reasonable control.

- CodeSprinter informs the Client as soon as possible of the occurrence and expected duration of a force majeure situation.
- During force majeure, CodeSprinter's obligations are suspended for the duration of the force majeure. The Client is not entitled to compensation during that period.
- If the force majeure situation lasts longer than sixty consecutive days, each party is entitled to terminate the Agreement in writing for the part of the Services affected by the force majeure, without being obliged to pay compensation. Fees already paid for Services not provided are credited proportionately.

Termination

22.1 Ordinary termination by notice

Each party may terminate an Agreement for an indefinite period or an ongoing Service by giving notice in writing, observing a notice period of one calendar month. Fixed-term Agreements may be terminated early by notice if the Statement of Work provides for this or the parties have agreed this in writing.

22.2 Termination for breach

CodeSprinter is entitled to terminate the Agreement in whole or in part, without judicial intervention being required, if:

- the Client, even after a written notice of default granting a reasonable period for performance, fails to perform a material obligation;
- the Client is declared bankrupt, applies for a suspension of payments, is placed under a debt restructuring scheme or liquidates its business.

The Client has an equal right of termination in the event of an attributable failure on the part of CodeSprinter, after a written notice of default granting a reasonable period for performance.

22.3 Consequences of termination

- Upon termination of the Agreement, all outstanding invoices become immediately due and payable.
- Performance already delivered or partly delivered is charged pro rata, unless expressly agreed otherwise.
- Both parties remain bound by provisions that by their nature continue to apply after termination, including the articles on confidentiality, intellectual property, liability and governing law.

Exit and handover

Upon termination of the Agreement, CodeSprinter facilitates an orderly handover of the Services provided and the data to the Client or to a third party designated by the Client.

- The procedure, timeline and fee for exit support are further set out in CodeSprinter's **Exit and Handover Document**.
- For a period of 30 days after the end of the Agreement, CodeSprinter provides reasonable cooperation in the handover of source code, data, documentation and access credentials, at the rates for work applicable at that time.
- After the exit period, CodeSprinter is entitled to permanently delete all of the Client's data and backups from its systems. On request, CodeSprinter provides written confirmation of the deletion.
- During the assignment, CodeSprinter keeps the project documentation, architecture and configurations up to date in such a way that an orderly handover to a successor party is reasonably possible. This is a best-efforts obligation, not an obligation of result, given the nature of the services.

Amendment of these terms

CodeSprinter reserves the right to amend these General Terms and Conditions.

- Amendments are announced to the Client in writing or by e-mail at least thirty days before the date on which they take effect.
- If an amendment is demonstrably detrimental to the Client, the Client is entitled to terminate the Agreement in writing with effect from the date on which the amended terms take effect, provided that the Client does so within fourteen days of the announcement of the amendment.
- If the Client continues to use the Services after the amended terms have taken effect, this is regarded as acceptance of the amended terms.
- The most recent version of these terms is published at www.codesprinter.net and can also be requested via info@codesprinter.nl.

Governing law and competent court

All Agreements to which these General Terms and Conditions apply are governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

Disputes arising from or connected with the Agreement or these terms that the parties cannot resolve in mutual consultation are submitted to the competent court in the district of Midden-Nederland (Central Netherlands, the district in which Zeist is located), unless mandatory law designates a different court.

Before commencing proceedings, the parties undertake to allow a period of at least thirty days for amicable consultation.

Contact and final provisions

These General Terms and Conditions have been drawn up by CodeSprinter and apply to all Agreements as described in article 2.

Questions about these General Terms and Conditions, the performance of the Agreement or the other documents in the CodeSprinter Document Suite can be addressed to:

CONTACT

CodeSprinter Kwikstaartlaan 42 3704 GS Zeist The Netherlands

E-MAIL

info@codesprinter.nl

WEBSITE

www.codesprinter.net

EMERGENCIES

Emergencies only: 085 - 369 - 7644