

General terms and conditions - Nick Takes

Version 2 | 1 September 2026

Article 1 - Definitions

- 1.1 Contractor: Nick Takes, sole proprietorship, IT and security consultant, established in Haarlem.
- 1.2 Client: the natural person or legal entity that gives the Contractor an assignment.
- 1.3 Agreement: any contract for services between the Contractor and the Client, including advisory work, custom software and AI implementation.
- 1.4 AI system: a system as referred to in Regulation (EU) 2024/1689 (AI Act).
- 1.5 Data Processing Agreement: the agreement referred to in Article 28(3) GDPR.

Article 2 - Applicability

- 2.1 These terms and conditions apply to every offer made by the Contractor and to every agreement between the parties.
- 2.2 The applicability of any general or other terms and conditions of the Client is expressly rejected.
- 2.3 If any provision of these terms and conditions is void or is annulled, the remaining provisions remain in full force; the parties will consult on a replacement provision that comes as close as possible to the purport of the original provision.

Article 3 - Offer and formation of the Agreement

- 3.1 Every offer of the Contractor is without obligation and lapses after the period of validity stated in it or, failing that, after 30 days.
- 3.2 These terms and conditions are declared applicable in the offer itself, stating the location (URL) where the full text can be downloaded free of charge, and are also attached to the offer as an annex.
- 3.3 The Agreement is formed by the Client's written acceptance of the offer, or by the Contractor commencing performance with the Client's consent.

Article 4 - Performance of the assignment

- 4.1 The Contractor performs the Agreement to the best of its ability, with the care that may be expected of a reasonably competent and reasonably acting professional.
- 4.2 All obligations of the Contractor are obligations to use best efforts; they are not obligations to achieve a specific result, unless the parties have expressly agreed otherwise in writing.

Article 5 - Cooperation by the Client

- 5.1 The Client provides in good time all information, data and access that the Contractor reasonably needs to perform the assignment.
- 5.2 Delay or defects in performance resulting from a failure to comply, or to comply in time or in full, with the obligation under paragraph 1 are for the account and risk of the Client and cannot be attributed to the Contractor.

Article 6 - Changes and additional work

- 6.1 Changes to the assignment are recorded in writing and may affect price and planning.
- 6.2 Work carried out after delivery of the agreed result, including changes to a delivered AI system or other software, is performed solely on the basis of a new written assignment.

Article 7 - Delivery times

7.1 Any periods stated are indicative and never constitute a strict deadline.

7.2 If a period is exceeded, the Contractor is not in default until the Client has given it written notice of default granting it a reasonable period for performance, and that period has expired without performance, unless performance is already permanently impossible.

Article 8 - Fee and payment

8.1 Payment is made within 14 days of the invoice date, without any right of set-off or suspension on the part of the Client, except to the extent that mandatory law provides otherwise.

8.2 If payment is not made in time, the Client is in default by operation of law and owes the statutory (commercial) interest, without prejudice to the Contractor's right to compensation of extrajudicial collection costs.

Article 9 - Intellectual property

9.1 All intellectual property rights in custom software, models and documentation developed by the Contractor vest in the Contractor.

9.2 In so far as the client-specific final result of the assignment is concerned (the custom software developed on the Client's instructions), the Contractor transfers the rights referred to in paragraph 1 to the Client by means of a deed for that purpose as referred to in Article 2(3) of the Dutch Copyright Act (Auteurswet), as soon as the Client has paid in full all amounts arising from the Agreement. Until that transfer takes place, the Client obtains a right of use limited to the agreed purpose of use.

9.3 The transfer referred to in paragraph 2 does not cover the general building blocks developed and maintained by the Contractor, including its own framework, modules, libraries, tooling and other generic code that the Contractor uses for several clients and continues to develop (the Building Blocks). The Building Blocks remain the unconditional property of the Contractor. In so far as Building Blocks are incorporated in the final result, the Client obtains in respect of them only, without separate payment, a non-exclusive and non-transferable right to use them as part of the final result delivered. The Client is not entitled to use, copy, modify or make available to third parties the Building Blocks separately from the final result.

9.4 Open source software and other third-party components incorporated in the final result are not transferred to the Client and remain subject to the licence terms of the rightholder concerned. The Contractor does not warrant that these components can be transferred to the Client, and grants in respect of them only the right of use that follows from the applicable licence.

9.5 The Contractor waives, in so far as legally possible, its right under Article 25(1)(c) of the Dutch Copyright Act to oppose modifications to the final result, so that the Client may, after the transfer referred to in paragraph 2, freely make or have made modifications to the final result. This waiver does not affect the Contractor's other moral rights, including the right to be named as author.

Article 10 - Confidentiality

10.1 The parties treat all confidential information they receive from each other as secret and use it solely for the performance of the Agreement.

Article 11 - Processing of personal data

11.1 In so far as the Contractor processes personal data on behalf of the Client in performing the Agreement, the Client qualifies as controller and the Contractor as processor within the meaning of the GDPR.

11.2 Before the processing starts, the Client draws up a Data Processing Agreement that satisfies Article 28(3) GDPR and submits it to the Contractor.

11.3 If the Client fails to do so within a reasonable period, and in any event not within two weeks of the Contractor's request, the Contractor is entitled to draw up a Data Processing Agreement itself and submit it to the Client.

11.4 The Contractor is entitled to suspend the processing of personal data until a Data Processing Agreement as referred to in this Article has been signed by both parties.

11.5 If the Client does not sign a Data Processing Agreement and the Contractor suffers loss or is held liable as a result, the Contractor may recover that loss from the Client.

Article 12 - AI systems

12.1 In so far as the Contractor develops or implements, on the Client's instructions, an AI system that the Client puts into use under its own name or trademark, the Client qualifies as provider and as deployer within the meaning of the AI Act and bears the resulting obligations, including human oversight.

12.2 The Contractor advises the Client in writing on how to arrange human oversight of the AI system. This advice may be given before, during or after performance of the assignment. If the Client, contrary to the Contractor's advice, chooses to deploy or to continue to deploy the AI system autonomously, without the recommended human oversight, the Client thereby expressly accepts responsibility and risk for the output and the decisions of the system from that moment on, except in the event of intent or wilful recklessness on the part of the Contractor.

12.3 In so far as the Contractor acts as the party supplying tools, services, components or processes that are used or integrated in a high-risk AI system within the meaning of Article 25(4) AI Act, the parties specify in the quotation or the project proposal what information, capabilities, technical access and assistance the Contractor provides, on the basis of the generally acknowledged state of the art, to enable the Client to comply with its obligations as provider. This standard cooperation includes in any event the technical documentation, test results and instructions for use drawn up by the Contractor in respect of the system delivered. Assistance going beyond this standard scope is provided by the Contractor at its rates customary at that time, subject to the Client's prior written consent to the associated costs.

12.4 Substantial modifications to a delivered AI system, including modifications that change the intended purpose of the system in such a way that the Contractor could itself be regarded as the provider of that system under Article 25(1) AI Act, are made solely on the basis of a new written assignment.

12.5 The Client indemnifies the Contractor against third-party claims, including claims by supervisory authorities, that relate to or arise from the placing on the market, the putting into service or the use of the AI system by the Client, including claims for non-compliance with the Client's obligations as provider or deployer under the AI Act, unless the claim is the result of intent or wilful recklessness on the part of the Contractor. If a third party brings a claim against the Contractor on this ground, the Client notifies the Contractor without delay and takes over the defence against that claim, or reimburses the reasonable costs the Contractor incurs in connection with it, including the costs of legal assistance.

Article 13 - Cybersecurity

13.1 The Contractor takes technical and organisational security measures that are appropriate in the light of the state of the art. This obligation is an obligation to use best efforts; the Contractor does not guarantee that systems are free of security incidents at all times.

Article 14 - Delivery

The agreed result is delivered at the moment the Contractor informs the Client in writing that the work has been completed. That moment is the point of reference for the periods referred to in these terms and conditions, including the complaint period and the expiry period.

Article 15 - Complaint period and expiry period

15.1 A complaint about the work performed must be reported to the Contractor in writing within 14 days of discovery of the defect, and the Client must demonstrate that it could not reasonably have discovered the defect earlier.

15.2 If no complaint is made in time in accordance with paragraph 1, all rights of the Client in connection with the complaint lapse.

15.3 Without prejudice to the preceding paragraphs, any right of action of the Client under or in connection with the Agreement expires in any event one year after delivery.

Article 16 - Remedy in the event of a breach

16.1 If the Client reports, within the complaint period, a breach consisting of a demonstrable and reproducible deviation from the specifications agreed between the parties in writing, the Contractor is first entitled to remedy it within a reasonable period. Requests for remedy that do not concern a breach within the meaning of this Article fall under Article 6 (Changes and additional work).

Article 17 - Liability

17.1 The Contractor's liability for loss arising from or in connection with the performance of an agreement is limited, per assignment, to 100% of the invoice amount charged for that assignment (excluding VAT). For agreements with a term of more than one year, the invoice amount is set at the fee payable for the one-year period preceding the event causing the loss.

17.2 Liability for indirect loss, consequential loss, lost profit and lost savings is excluded.

17.3 The limitations in this Article do not apply to loss resulting from intent or wilful recklessness on the part of the Contractor.

17.4 The limitations of liability in this Article may be departed from only by express written agreement between the parties; wording in a quotation that differs from them or is broader is not sufficient for that purpose.

Article 18 - Force majeure

18.1 Neither party is obliged to perform any obligation if it is prevented from doing so by force majeure.

18.2 Force majeure includes in any event: the improper functioning of third parties or suppliers engaged by the Contractor, cyberattacks, and failures in telecommunication or internet connections.

18.3 If a force majeure situation lasts longer than sixty days, either party is entitled to dissolve the Agreement in writing. What has already been performed under the Agreement is in that case settled proportionately, without the parties owing each other anything further.

Article 19 - Indemnity

19.1 The Client warrants that material it makes available to the Contractor, including data, documentation, specifications, software and other information, does not infringe the rights of third parties and that the Client is entitled to make this material available to the Contractor and to have it used, edited or processed for the purposes of the assignment.

19.2 The Client indemnifies the Contractor against third-party claims that relate to or arise from the material made available by the Client, including claims for infringement of intellectual property rights or other rights of third parties, unless the claim is the result of intent or wilful recklessness on the part of the Contractor.

19.3 If a third party brings a claim against the Contractor on a ground referred to in this Article, the Client notifies the Contractor without delay. The Client takes over the defence against that claim, or reimburses the reasonable costs the Contractor incurs in connection with it, including the costs of legal assistance.

Article 20 - Term and termination

20.1 Agreements for a fixed term end on expiry of that term. Agreements for an indefinite term and continuing performance agreements may be terminated by either party in writing subject to one calendar month's notice, unless the parties have agreed a different period in the Agreement.

Article 21 - Suspension and dissolution

21.1 If the Client fails to comply, or to comply in time or properly, with an obligation under the Agreement, the Contractor is entitled to suspend performance of the Agreement, without prejudice to Article 11.4.

Article 22 - Language and interpretation

22.1 These terms and conditions are available in a Dutch and an English version. One language version is provided to the Client for each agreement.

22.2 If both language versions have been made available to the Client at the same time, for example via the Contractor's website, the English text prevails in the event of a difference in interpretation.

Article 23 - Governing law and choice of forum

23.1 The Agreement is governed by Dutch law.

23.2 Disputes are submitted exclusively to the Rechtbank Noord-Holland (District Court of North Holland), sitting in Haarlem.

Article 24 - Final provisions

The current version of these terms and conditions can at all times be consulted and downloaded via <https://nicktakes.com/terms/>.