rudi.

General terms and conditions

rudi., version November 2026

These general terms and conditions apply to all offers and agreements of rudi., established in Rotterdam (Hellevoetstraat 7, 3081 NN Rotterdam, the Netherlands) and registered in the Trade Register of the Dutch Chamber of Commerce under number 80570550. This is a translation of the Dutch text; in case of any difference in interpretation, the Dutch text prevails.

1. Definitions

1.1 **rudi.**: the business rudi., established in Rotterdam and registered in the Trade Register of the Dutch Chamber of Commerce under number 80570550.

1.2 **Client**: the natural person or legal entity that enters into, or wishes to enter into, an Agreement with rudi.

1.3 **Agreement**: the contract for services between rudi. and the Client, consisting of the Engagement Letter with its annexes and these general terms and conditions.

1.4 **Engagement Letter**: the document signed by the parties setting out the engagement, the fee and the other arrangements.

1.5 **Work**: all results of the services performed by rudi., including websites, applications, software, designs, texts, visual and audio material and advice.

1.6 **In Writing**: by letter, by email or by means of an electronically signed document.

2. Applicability

2.1 These general terms and conditions apply to all offers, quotations, Engagement Letters and Agreements of rudi., and to all work arising from them.

2.2 Deviations from these general terms and conditions are only valid if agreed In Writing.

2.3 The applicability of any purchasing or other general terms and conditions of the Client is expressly rejected.

2.4 In the event of any conflict between the components of the Agreement, the following order of precedence applies: (a) the Engagement Letter, (b) the annexes to the Engagement Letter, (c) these general terms and conditions.

2.5 If any provision of these general terms and conditions is null and void or is annulled, the remaining provisions remain in full force. In that event the parties shall agree on a replacement provision that reflects the purpose and intent of the original provision as closely as possible.

2.6 If the Client is a consumer, these general terms and conditions are without prejudice to the mandatory statutory provisions for the protection of consumers.

2.7 These general terms and conditions have been drawn up in Dutch and English. In case of any difference in interpretation, the Dutch text prevails.

3. Offers and formation of the Agreement

3.1 All offers and quotations of rudi. are without obligation and valid for thirty (30) days from their date, unless they state a different period.

3.2 The Agreement is formed at the moment the Client signs the Engagement Letter, including by electronic signature, or at the moment rudi. commences the work with the Client's consent.

3.3 Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code do not apply.

4. Performance of the Agreement

4.1 rudi. performs the Agreement to the best of its knowledge and ability and in accordance with the standards of good workmanship. rudi. has an obligation of effort, unless a specific result has been expressly promised In Writing.

4.2 Periods stated by rudi. are target periods and never constitute strict deadlines, unless expressly agreed otherwise In Writing. If a period is likely to be exceeded, rudi. shall inform the Client as soon as possible.

4.3 Exceeding a period does not entitle the Client to compensation or termination unless the Client has given rudi. notice of default In Writing, has granted a reasonable period for performance, and performance has not taken place within that period.

4.4 rudi. is entitled to have the work performed wholly or partly by third parties. In that case rudi. remains the Client's point of contact.

5. Obligations of the Client

5.1 The Client shall ensure that all information, materials, access to accounts and systems and other cooperation which rudi. indicates are necessary, or which the Client should reasonably understand to be necessary, are provided to rudi. in a timely and complete manner.

5.2 The Client warrants that it is entitled to use the materials it provides and that their use does not infringe any third-party rights. The Client indemnifies rudi. against all third-party claims in this respect.

5.3 The Client is responsible for the content published by means of the Work and for compliance with the laws and regulations applicable to it.

5.4 If the Client fails to fulfil its obligations, or fails to do so in time or in full, the agreed periods shall be extended accordingly and rudi. is entitled to charge the resulting additional work at its current hourly rate.

6. Additional work and changes

6.1 Work not described in the Engagement Letter or its annexes, and changes to the engagement requested by the Client, constitute additional work.

6.2 rudi. shall not commence additional work until the Client has agreed In Writing to its scope and fee. rudi. shall inform the Client in advance of the financial consequences and the consequences for the schedule.

6.3 Additional work is charged at rudi.'s current hourly rate, unless the parties agree a fixed price In Writing. Agreed periods are extended by the time required for the additional work.

7. Delivery and acceptance

7.1 The Client shall assess the delivered Work within fourteen (14) days of delivery and report any defects to rudi. In Writing, stating reasons, within that period.

7.2 The Work is deemed accepted if the Client has not reported any defects within the period referred to in paragraph 1, or if the Client puts the Work into use earlier, including by making a website or application publicly available.

7.3 Defects reported in time that constitute a deviation from what was agreed shall be remedied by rudi. within a reasonable period at no additional cost. Minor defects that do not materially impede the use of the Work do not prevent acceptance.

7.4 The Client acknowledges that software cannot be developed entirely free of errors. rudi. does not warrant that the Work will function without interruption or errors in every environment, on every device or in every browser.

8. Prices and payment

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

8.2 Unless agreed otherwise in the Engagement Letter, the agreed fee is invoiced in full in advance upon formation of the Agreement. rudi. is not obliged to commence the work until this invoice has been paid. Work on a time-and-materials basis is invoiced monthly in arrears; ongoing services are invoiced periodically in advance.

8.3 Payment shall be made within fourteen (14) days of the invoice date, unless a different period is stated on the invoice or in the Engagement Letter. The payment period is a strict deadline.

8.4 If the Client fails to pay in time, it is in default by operation of law, without any notice of default being required. From that moment the Client owes statutory commercial interest on the outstanding amount within the meaning of article 6:119a of the Dutch Civil Code or, if the Client is a consumer, statutory interest within the meaning of article 6:119 of the Dutch Civil Code. If payment is not made after a reminder granting a period of fourteen (14) days, the Client also owes the extrajudicial collection costs in accordance with the Dutch Extrajudicial Collection Costs (Compensation) Decree.

8.5 Objections to an invoice must be made In Writing, stating reasons, within fourteen (14) days of the invoice date. An objection does not suspend the obligation to pay the undisputed part.

8.6 rudi. is entitled to adjust its rates annually as of 1 January. For engagements in progress at a fixed price, the agreed price continues to apply.

9. Third-party services

9.1 With respect to hosting, domain name registration, email services, software licences and other services provided by third parties, rudi. acts solely as an intermediary. The terms and conditions of the relevant third party also apply to these services.

9.2 rudi. does not warrant the availability, speed or security of third-party services and is not liable for outages, loss of data or price changes at such third parties. rudi. is entitled to pass on price increases of third parties to the Client.

9.3 Domain names are registered in the name of the Client wherever possible.

9.4 The Client is responsible for making backup copies of its own data, unless it has been agreed In

Writing that rudi. will provide for this.

10. Ongoing services

10.1 Agreements for ongoing services, including hosting, maintenance and support, are entered into for an indefinite period, unless agreed otherwise In Writing.

10.2 Either party may terminate an agreement for ongoing services In Writing as of the end of a calendar month, subject to a notice period of one (1) month. Amounts already paid are not refunded.

10.3 After termination, rudi. shall, at the Client's request, cooperate in transferring the Work, the files and the domain names to the Client or a third party designated by the Client, at its current hourly rate.

11. Intellectual property

11.1 All intellectual property rights in the Work remain vested in rudi. until the Client has paid in full all amounts owed under the Agreement.

11.2 Upon payment in full, the intellectual property rights in the Work created specifically for the Client are transferred to the Client, insofar as they are transferable. The Engagement Letter together with this provision serves as the deed of transfer within the meaning of article 2(2) of the Dutch Copyright Act.

11.3 rudi. retains all rights in pre-existing or generically usable components, including its own software, components, templates, methods and know-how. The Client obtains a non-exclusive and perpetual right to use these, insofar as necessary for the use of the Work.

11.4 Third-party components, including open-source software, fonts and visual material, are subject to the licence terms of the relevant rights holder.

11.5 Source files, such as design files and unedited footage, are only provided if agreed In Writing.

11.6 rudi. is entitled to mention and show the Work in its own portfolio and communications, unless agreed otherwise In Writing and subject to article 12.

12. Confidentiality

12.1 The parties shall keep confidential all confidential information obtained from each other in connection with the Agreement. Information is confidential if the disclosing party has indicated so or if this follows from the nature of the information. This obligation survives termination of the Agreement.

13. Personal data

13.1 Insofar as rudi. processes personal data on behalf of the Client in performing the Agreement, rudi. acts as a processor within the meaning of the General Data Protection Regulation (GDPR). rudi. processes such data solely on the Client's instructions and takes appropriate technical and organisational security measures. Where required by law, the parties shall enter into a data processing agreement.

13.2 As controller, the Client is responsible for its own privacy statement and cookie statement and for the lawfulness of the processing of personal data it instructs rudi. to carry out.

14. Liability

14.1 rudi. is only liable for direct damage resulting from an attributable failure by rudi. in the performance of the Agreement.

14.2 rudi.’s liability is limited to the amount (excluding VAT) charged by rudi. to the Client under the relevant Agreement. For ongoing services, liability is limited to the amount charged in the six (6) months preceding the event that caused the damage. If and insofar as a liability insurance of rudi. pays out, liability is in any event limited to the amount paid out.

14.3 rudi. is in no event liable for indirect damage, including consequential damage, loss of profit, lost savings, loss of or damage to data, damage due to business interruption and reputational damage.

14.4 The limitations in this article do not apply if the damage results from intent or deliberate recklessness on the part of rudi.

14.5 The Client shall report any damage to rudi. In Writing as soon as possible, and in any event within thirty (30) days of its discovery. Any claim for damages lapses twelve (12) months after it arose.

15. Force majeure

15.1 rudi. is not obliged to perform any obligation if prevented from doing so by force majeure. Force majeure includes illness, failures of internet, electricity and telecommunication facilities, and failures of suppliers and other third parties, including hosting providers.

15.2 If the force majeure situation lasts longer than sixty (60) days, either party is entitled to terminate the Agreement In Writing. In that event the Client shall pay for the work already performed on a pro rata basis.

16. Suspension and termination

16.1 If the Client fails to meet its payment obligations after a reminder, rudi. is entitled to suspend the performance of the work and ongoing services until payment has been made in full. rudi. shall announce the suspension In Writing at least seven (7) days in advance.

16.2 The Client may terminate the Agreement early In Writing. In that event the Client shall pay for the work performed up to that moment, the costs already incurred and the time reserved for the Client that cannot reasonably be used otherwise.

16.3 Either party is entitled to terminate the Agreement with immediate effect In Writing if the other party is declared bankrupt, applies for or is granted a suspension of payments, or ceases its business.

17. Governing law and disputes

17.1 The Agreement and all legal relationships arising from or connected with it are governed exclusively by Dutch law.

17.2 The parties shall endeavour to resolve any dispute first by mutual consultation. A dispute exists as soon as either party has notified the other party of it In Writing.

17.3 If the parties do not reach a solution within thirty (30) days of that notification and do not agree In Writing on another method of dispute resolution, such as mediation or arbitration, the dispute shall be submitted exclusively to the competent court of the Rotterdam District Court, unless mandatory provisions of law designate another court.

17.4 This article is without prejudice to the right of the parties to seek interim relief in summary proceedings.

17.5 rudi. is entitled to amend these general terms and conditions. Amended terms apply to new Agreements and, for agreements for ongoing services in progress, from thirty (30) days after notification

of the amendment In Writing.