Bureau Mos
IT VAN A TOT Z

General Terms and Conditions

Bureau Mos IT · Version November 2026

Bureau Mos IT, a sole trader based in Boskoop, Chamber of Commerce registration number 42209269.

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1. Definitions

1.1 In these general terms and conditions, 'Bureau Mos IT' refers to the sole trader Bureau Mos IT, with its registered office in Boskoop, registered with the Chamber of Commerce under number 42209269.

1.2 Client: the party with whom Bureau Mos IT enters into an agreement or to whom Bureau Mos IT issues a quotation.

1.3 Agreement: any arrangement between Bureau Mos IT and the Client for the performance of work or the provision of supplies.

1.4 Services: all work and supplies to be provided by Bureau Mos IT, including IT consultancy, management, installation, migrations, workplace and network services, and related services.

1.5 In writing: by letter or by email.

2. Applicability

2.1 These terms and conditions apply to all quotations, offers, orders and agreements of Bureau Mos IT, as well as to their performance.

2.2 Deviations from these terms and conditions shall only apply if and insofar as they have been agreed in writing.

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

2.4 If any provision of these terms and conditions is or becomes void or is set aside, the remaining provisions shall remain in full force and effect. The parties shall replace the provision in question with a valid provision that approximates its meaning as closely as possible.

2.5 Bureau Mos IT provides its Services exclusively to Clients acting in the course of a profession or business. These terms and conditions are not intended for agreements with consumers.

3. Quotations and conclusion of contracts

3.1 Quotations and offers are non-binding and valid for the period specified therein, or, in the absence of such a period, for 30 days.

3.2 The contract is concluded upon the Client's written or electronic acceptance of the quotation, or when Bureau Mos IT commences performance with the Client's consent.

3.3 Obvious errors or typographical errors in a quotation or offer are not binding on Bureau Mos IT.

4. Performance of the contract

4.1 Bureau Mos IT shall perform the contract to the best of its knowledge and ability, as an obligation of best efforts, unless a specific result has been expressly agreed in writing.

4.2 The Client shall ensure, in good time, that Bureau Mos IT is provided with the necessary access, information, facilities and cooperation. Any delays or additional costs arising from the Client's failure to comply with this, or to do so in good time, shall be borne by the Client.

4.3 Bureau Mos IT is entitled to carry out the work, in whole or in part, remotely.

4.4 When providing advice on and designing artificial intelligence (AI) applications, Bureau Mos IT does not guarantee the accuracy, completeness or suitability of AI-generated output. The Client remains responsible for verifying and using that output and for deciding which data to share with AI applications.

5. Timeframes

5.1 Deadlines specified by Bureau Mos IT are indicative and shall not be regarded as strict deadlines, unless expressly agreed otherwise in writing.

5.2 Should a deadline appear likely to be exceeded, the parties shall consult with one another. The mere fact that a deadline is exceeded shall not entitle the Client to terminate the contract or claim damages.

6. Amendments and additional work

6.1 Work falling outside the agreed assignment or scope shall be regarded as additional work.

6.2 Additional work shall be agreed with the Client in advance and invoiced separately at the applicable rate. Bureau Mos IT is under no obligation to comply with a request for changes or additional work.

7. Engagement of third parties

7.1 Bureau Mos IT is entitled to engage third parties in the performance of the agreement. The applicability of Articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded.

7.2 The terms and conditions of suppliers (such as third-party software, licence and cloud services) may apply to the Client. Bureau Mos IT shall not be liable for such third-party services to any greater extent than the third party in question is liable to Bureau Mos IT.

8. Rates and prices

8.1 All prices are quoted in euros and are exclusive of VAT and exclusive of expenses and third-party costs, unless expressly stated otherwise.

8.2 Bureau Mos IT is entitled to index its rates annually. In the case of ongoing agreements, Bureau Mos IT may implement rate changes subject to a reasonable period of notice.

9. Invoicing and payment

9.1 Invoices must be paid within 14 days of the invoice date, without any suspension, discount or set-off.

9.2 In the event of late payment, the Client shall be in default by operation of law and shall be liable for statutory commercial interest as well as reasonable extrajudicial collection costs.

9.3 Bureau Mos IT is entitled to suspend the (further) performance of the contract until the Client has settled any outstanding invoices.

9.4 Bureau Mos IT is entitled to require an advance payment or payment by instalments.

9.5 All goods supplied by Bureau Mos IT, including hardware, shall remain the property of Bureau Mos IT until the Client has paid in full all amounts due under the agreement.

10. Delivery and acceptance

10.1 Work delivered shall be deemed to have been accepted when the Client commences use of it, or if the Client does not reject it in writing, stating reasons, within 10 working days of delivery.

10.2 Minor defects that do not prevent the intended use shall not constitute grounds for refusing acceptance and shall be rectified during the aftercare period.

11. Warranty and aftercare

11.1 Bureau Mos IT shall endeavour to rectify, within a reasonable period, any defects in the work it has delivered that are identified during the agreed aftercare period.

11.2 The manufacturer's warranty provided by the relevant supplier applies to the hardware supplied. The terms and conditions (including warranty terms) of the relevant third parties apply to third-party software and services.

11.3 Any warranty shall lapse if the Client or a third party engaged by the Client has made any alterations or modifications to the delivered goods without the prior consent of Bureau Mos IT.

12. Intellectual property

12.1 All intellectual property rights in works, scripts, configurations, documentation and materials developed or made available by Bureau Mos IT shall vest in Bureau Mos IT, unless otherwise agreed in writing.

12.2 Upon full payment of the amount due, the Client shall acquire a non-exclusive, non-transferable right of use for the agreed purpose.

12.3 Rights to third-party software, licences and materials remain with those third parties. The Client must comply with the relevant licence terms.

12.4 Upon termination of a management or support agreement, Bureau Mos IT shall, once the Client has settled all outstanding amounts, transfer the management accounts, passwords and the documentation drawn up for the Client's environment to the Client or a third party designated by the Client. Assistance with the transfer shall be charged at the applicable rate.

13. Confidentiality

13.1 The parties shall treat any confidential information received from each other in the course of the agreement as such and shall use it exclusively for the performance of the agreement.

13.2 This obligation of confidentiality shall remain in force even after the termination of the agreement.

14. Data Protection (GDPR)

14.1 If, in the performance of the agreement, Bureau Mos IT processes personal data on behalf of the Client, the parties shall enter into a data processing agreement in accordance with the General Data Protection Regulation (GDPR).

14.2 The parties shall take appropriate technical and organisational measures to safeguard personal data.

14.3 The Client is the data controller and is responsible for ensuring a lawful basis for the processing.

15. Liability

15.1 Bureau Mos IT's liability is limited to compensation for direct loss up to a maximum of the amount invoiced for the relevant assignment in the three months preceding the event giving rise to the loss, subject to a maximum of €10,000 per event and per calendar year.

15.2 Bureau Mos IT shall not be liable for indirect damage, including consequential damage, loss of profit, lost savings, loss of data, damage to reputation and business interruption.

15.3 The Client is solely responsible for ensuring that its data is properly and regularly backed up, unless the provision of backups is expressly and in writing included as part of the Services. In that case, notwithstanding clause 15.2, Bureau Mos IT shall be liable for data loss resulting from an attributable failure in that backup service, subject to the limitations set out in clause 15.1.

15.4 The limitations set out in this clause shall not apply if the damage results from intent or deliberate recklessness on the part of Bureau Mos IT.

15.5 Any claim for compensation shall lapse if it is not submitted in writing to Bureau Mos IT within 12 months of the damage being discovered.

16. Force majeure

16.1 In the event of force majeure, the parties' obligations shall be suspended. Force majeure shall also include: disruptions or failures of the internet, telecommunications, electricity or third-party services; cyber-attacks that are reasonably beyond the control of Bureau Mos IT; pandemics; and government measures.

16.2 If the force majeure situation lasts for more than 60 days, both parties are entitled to terminate the agreement in writing, without being liable for compensation for damages.

17. Suspension and termination

17.1 Bureau Mos IT is entitled to suspend or terminate the agreement if the Client fails to fulfil its obligations, fails to do so on time or fails to fulfil them in full, is in a state of bankruptcy, applies for a moratorium on payments or ceases trading.

17.2 In the event of termination, work already carried out and costs already incurred shall be settled on a pro rata basis.

18. Term and termination

18.1 Fixed-term agreements shall terminate by operation of law upon expiry of the agreed period.

18.2 Ongoing agreements, such as management and support agreements, may be terminated by either party in writing, subject to one month's notice, unless otherwise agreed in writing.

19. Complaints and time limits

19.1 Complaints regarding the performance of the agreement or an invoice must be reported to Bureau Mos IT in writing, stating the grounds, within 14 days of discovery or of the time at which discovery could reasonably have taken place.

19.2 The submission of a complaint does not suspend the Client's obligation to pay.

20. Assignment and amendment of terms and conditions

20.1 The Client is not entitled to assign its rights and obligations under the agreement to a third party without the prior written consent of Bureau Mos IT.

20.2 Bureau Mos IT is entitled to amend these general terms and conditions. Amended terms and conditions shall apply to new agreements and, following notification, to ongoing agreements. If the Client does not wish to accept an amendment to an ongoing agreement, they may terminate the agreement with effect from the date on which the amended terms and conditions come into force.

21. Governing law and disputes

21.1 All quotations, agreements and services provided by Bureau Mos IT are governed by Dutch law.

21.2 Disputes shall be submitted to the competent court of the District Court of The Hague (rechtbank Den Haag), unless a mandatory statutory provision designates another court.

21.3 These general terms and conditions are a translation of the Dutch 'Algemene Voorwaarden Bureau Mos IT'. In the event of any conflict or difference in interpretation, the Dutch text shall prevail.