

L'Comp Automatiseringen BV
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GENERAL TERMS & CONDITIONS – L'COMP AUTOMATISERINGEN B.V. (B2B)

Version: 2026 – IT services, projects, support, cloud and hardware/software delivery

Note: These terms are inspired by the structure of the NLdigital Terms but are an independent, original document created for L'Comp Automatiseringen B.V.

Applicable to all offers, quotations, assignments and agreements between L'Comp Automatiseringen B.V. (hereinafter: L'Comp) and business customers (hereinafter: Customer).

1. Definitions

1.1 L'Comp: L'Comp Automatiseringen B.V., Burg. Postweg 5a, 1121 JA Landsmeer, KvK 70424179.

1.2 Customer: any business party entering into an Agreement with L'Comp.

1.3 Services: all work performed by L'Comp, including managed services, support, consultancy, projects, installation, migrations, management and monitoring.

1.4 Products: all hardware, software, licenses and other goods delivered by L'Comp.

1.5 Agreement: any arrangement between L'Comp and Customer, established via (digital) quotation, order confirmation, contract or email.

1.6 SLA: service level agreement defining service levels and response times for support and managed services.

2. Applicability and hierarchy

2.1 These terms apply to all legal relationships between L'Comp and Customer, regardless of how they are established (in person, by phone, email, online or in writing).

2.2 Deviations only apply if agreed in writing.

2.3 If documents conflict, the following order applies: (1) contract/SLA; (2) quotation; (3) these terms.

2.4 Customer's purchasing or other terms are expressly rejected.

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3. Quotations and formation of agreement

3.1 Quotations are valid for 14 days unless otherwise stated.

3.2 The Agreement is established upon (digital) signature, written/email approval or placement of an order.

3.3 All prices are exclusive of VAT, levies, transport, installation, travel and accommodation costs unless stated otherwise.

4. Customer obligations and cooperation

4.1 Customer shall provide accurate and complete information, access, accounts, test data and cooperation in a timely manner.

4.2 Customer shall appoint an authorised contact person and—where relevant—key users for coordination and acceptance.

4.3 If Customer fails to meet obligations, L'Comp may suspend activities and/or charge additional costs.

5. Delivery of Products

5.1 Delivery dates are indicative and not binding.

5.2 Risk transfers to Customer upon delivery; ownership remains with L'Comp until full payment (retention of title).

5.3 Returns are only possible with prior written approval from L'Comp.

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6. Services & project execution

6.1 Services are provided on a best-effort basis, unless a result obligation has been expressly agreed.

6.2 Projects are executed according to the scope and planning in the quotation/SOW; changes follow Article 8 (Change Orders).

6.3 L'Comp may involve third parties for execution.

7. Acceptance and delivery

7.1 Where applicable, L'Comp delivers with an acceptance period of 10 working days.

7.2 Customer approves or submits documented issues within the acceptance period.

7.3 If no timely, substantiated rejection is received, the delivery is deemed accepted.

7.4 Minor defects not materially affecting use do not justify rejection and will be remedied within a reasonable period.

8. Changes and additional work

8.1 Requests to modify scope, planning or approach qualify as additional work.

8.2 Additional work will be confirmed in advance (hourly rate or fixed fee) and may impact timelines.

8.3 Unforeseen complexity or delays caused by Customer may be charged as additional work.

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9. Intellectual property & usage rights

9.1 All IP rights to materials, software, configurations, scripts, documentation and tools provided by L'Comp remain with L'Comp or its licensors.

9.2 Customer receives a non-exclusive, non-transferable usage right after full payment.

9.3 Data and materials provided by Customer remain Customer's property.

9.4 Customer may not remove or circumvent security measures or transfer rights without written approval.

10. Personal data processing (GDPR)

10.1 If L'Comp processes personal data on behalf of Customer, L'Comp acts as processor and Customer as controller.

10.2 Parties shall enter into a separate Data Processing Agreement (DPA), which takes precedence over this article.

10.3 L'Comp processes personal data in accordance with applicable law and the DPA.

11. Security & data breaches

11.1 L'Comp implements appropriate technical and organisational measures for availability, integrity and confidentiality.

11.2 Customer ensures internal password policy, authorisations and secure workplaces.

11.3 Parties shall notify each other without undue delay of an actual or suspected data breach and cooperate in analysis and mitigation.

11.4 Notification duties to supervisory authorities and data subjects rest primarily with Customer unless agreed otherwise.

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12. Managed Services, SLA & maintenance windows

12.1 Support and management fall under the applicable SLA; without SLA, standard hourly rates and best-effort support apply.

12.2 Maintenance windows: L'Comp may perform scheduled maintenance, preferably outside office hours; impactful maintenance is announced beforehand.

12.3 Emergency maintenance may occur without prior notice if needed to prevent disruptions or security risks.

12.4 Customer informs internal users of potential impact.

12.5 Monitoring and remote management require Customer to permit and maintain required agents.

13. Backups & recovery

13.1 Customer is responsible for up-to-date backups unless backup services are explicitly included in the Agreement/SLA.

13.2 If L'Comp provides backups, this includes agreed scope, retention and recovery support; periodic recovery testing may be agreed separately.

14. Software, licenses and third parties

14.1 Third-party software/licenses are also subject to those vendors' terms (e.g. Microsoft, Apple, Google).

14.2 L'Comp is not liable for changes in pricing, features or availability imposed by third parties.

14.3 Pay-per-use models may fluctuate periodically.

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15. Fees, indexation and payment

15.1 Payment term: 30 days after invoice date unless agreed otherwise.

15.2 Customer is in default automatically when payment is late; statutory commercial interest and collection costs apply.

15.3 Time-and-materials services are invoiced afterwards; subscriptions/licenses in advance.

15.4 L'Comp may apply annual indexation (CBS index or comparable metric); license fees follow vendor pricing.

16. Liability

16.1 L'Comp is liable only for direct damages directly resulting from an attributable breach or wrongful act. Indirect damages (including lost profits, lost savings, reduced goodwill, business interruption, loss or corruption of data) are excluded.

16.2 Total liability is limited per event (or series of related events) to the amount paid by Customer for the Agreement in the 12 months preceding the event (excl. VAT), with a maximum of €100,000.

16.3 Liability for death or personal injury, and for wilful misconduct or deliberate recklessness by L'Comp management, follows statutory rules.

16.4 Liability expires if Customer fails to follow L'Comp's security advice or applies unauthorised changes.

16.5 Claims must be reported within 30 days of discovery, duly documented.

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17. Intellectual property indemnification

17.1 L'Comp shall indemnify Customer against third-party claims alleging IP infringement, provided Customer promptly notifies L'Comp and leaves full conduct of the case to L'Comp.

17.2 If infringement is established or likely, L'Comp may: (a) obtain continued usage rights, (b) modify the results, or (c) take back the results with a refund minus reasonable usage fees.

17.3 Indemnification does not apply if the claim relates to Customer materials, modifications by Customer, or combinations with non-L'Comp products.

18. Suspension, termination and dissolution

18.1 L'Comp may suspend or terminate the Agreement (partially or fully) if Customer fails to comply and does not remedy the failure after written notice.

18.2 L'Comp may terminate immediately if Customer applies for or is granted suspension of payment or declared bankrupt, or the customer has initiated a WHOA procedure.

18.3 Obligations that by their nature continue (payments, IP, confidentiality, liability) remain in force after termination.

19. Force majeure

19.1 Neither party is obliged to perform in case of force majeure, including: power or network outages, strikes, pandemics, supplier issues, DDoS/cyberattacks, governmental measures.

19.2 If force majeure lasts longer than 30 days, each party may terminate the Agreement without compensation.

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20. Confidentiality

20.1 Parties shall keep all confidential information strictly confidential and use it only for performing the Agreement.

20.2 This obligation continues after termination.

21. Non-solicitation

21.1 During the term of the Agreement and 12 months thereafter, parties shall not hire or engage each other's employees without written consent.

21.2 In case of violation, an immediately payable, non-reducible fine equal to three gross monthly salaries of the employee applies.

22. Assignment

22.1 Rights and obligations cannot be transferred without prior written consent, except within a corporate group or in case of business succession.

23. Governing law and jurisdiction

23.1 Dutch law applies.

23.2 Disputes not resolved amicably shall be submitted exclusively to the Court of Amsterdam (Netherlands).

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24. Final provisions

24.1 If a provision is void or annulled, the remaining provisions remain fully in force; the void provision will be replaced by a provision approaching the original intent as closely as possible.

24.2 L'Comp may amend these terms; changes will be communicated in writing or by email.

24.3 In the event of any conflict between the Dutch and English terms and conditions, the Dutch version shall prevail.

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