

**Document Reference:** TOS-0.0.1.GIT

**Date:** August 5, 2026

## 1 Definitions

1. wdms.dev, registered in Oranjestad, Aruba, is referred to in these terms and conditions as the service provider.
2. The counterparty of the service provider is referred to in these terms and conditions as the client.
3. The parties are the service provider and the client together.
4. The agreement refers to the service agreement between the parties.

## 2 Applicability

1. These terms and conditions apply to all quotations, offers, work, agreements and deliveries of services or goods by or on behalf of the service provider.
2. Deviations from these terms are only valid if explicitly and in writing agreed upon by the parties.
3. The agreement always contains best-effort obligations for the service provider, not obligations of result.

## 3 Payment

1. Invoices must be paid within 14 days of the invoice date, unless the parties have made other arrangements in writing or a different payment term is stated on the invoice.
2. Payments are made without any appeal to suspension or set-off, by transfer of the amount due to the bank account number specified by the service provider.
3. If the client does not pay within the agreed term, the client is in default by operation of law, without any notice being required. From that moment, the service provider is entitled to suspend its obligations until the client has met its payment obligations.
4. If the client remains in default, the service provider will proceed to collection. The costs of collection are for the account of the client. When the client is in default, the client owes, in addition to the principal sum, statutory (commercial) interest, extrajudicial collection costs and other damages to the service provider.
5. In the event of liquidation, bankruptcy, attachment or suspension of payment of the client, the claims of the service provider on the client are immediately due and payable.
6. If the client refuses to cooperate in the execution of the assignment by the service provider, the client is still obliged to pay the agreed price to the service provider.

## **4 Quotations and offers**

1. Offers from the service provider are valid for at most one month, unless a different acceptance period is stated in the offer. If the offer is not accepted within that period, it lapses.
2. Delivery times in quotations are indicative and do not entitle the client to dissolution or compensation in the event of exceeding them, unless the parties have explicitly and in writing agreed otherwise.
3. Offers and quotations do not automatically apply to repeat orders. The parties must explicitly and in writing agree on this.

## **5 Prices**

1. Prices stated in offers, quotations and invoices of the service provider are exclusive of VAT and any other government levies, unless explicitly stated otherwise.
2. The prices of goods are based on the cost prices known at that time. Increases thereof, which could not have been foreseen by the service provider at the time of making the offer or the conclusion of the agreement, may give rise to price increases.
3. With regard to services, the parties may agree a fixed price upon conclusion of the agreement.
4. If no fixed price has been agreed, the fee for services may be determined on the basis of hours actually spent. The rate is calculated according to the service provider's usual hourly rates, applicable for the period in which the work is carried out, unless a different hourly rate has been agreed.
5. If no rate based on hours actually spent has been agreed, a target price is agreed for the services, whereby the service provider is entitled to deviate from this by up to 10%. If the target price is expected to exceed 10%, the service provider must inform the client in a timely manner why a higher price is justified. The client then has the right to cancel the part of the assignment that exceeds the target price plus 10%.

## **6 Price indexation**

1. The prices and hourly rates agreed upon conclusion of the agreement are based on the price level applicable at that time. The service provider has the right to adjust the fees charged to the client annually as of January 1st.
2. Adjusted prices, rates and hourly wages will be communicated to the client as soon as possible.

## **7 Information provision by the client**

1. The client makes all information relevant to the execution of the assignment available to the service provider.

2. The client is obliged to provide all data and documents that the service provider deems necessary for the correct execution of the assignment, in a timely manner and in the desired form and manner.
3. The client warrants the accuracy, completeness and reliability of the data and documents made available to the service provider, even if these originate from third parties, insofar as the nature of the assignment does not dictate otherwise.
4. The client indemnifies the service provider against any damage in whatever form arising from failure to comply with the first paragraph of this article.
5. If and insofar as the client requests, the service provider returns the relevant documents.
6. If the client does not, not timely or not properly provide the data and documents required by the service provider and the execution of the assignment is delayed as a result, the resulting additional costs and fees are for the account of the client.

## **8 Withdrawal of assignment**

1. The client is free to terminate the assignment to the service provider at any time.
2. If the client withdraws the assignment, the client is obliged to pay the wages owed and expenses incurred by the service provider.

## **9 Execution of the agreement**

1. The service provider executes the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.
2. The service provider has the right to have work carried out by third parties.
3. Execution takes place in mutual consultation and after written approval and payment of any agreed advance.
4. It is the responsibility of the client to ensure that the service provider can begin the assignment in a timely manner.

## **10 Duration of the agreement**

1. The agreement between the client and the service provider is entered into for an indefinite period, unless the nature of the agreement dictates otherwise or the parties have explicitly and in writing agreed otherwise.
2. If the parties have agreed a deadline within the term of the agreement for the completion of certain work, this is never a strict deadline. If this deadline is exceeded, the client must give the service provider written notice of default.

## **11 Amendment of the agreement**

1. If during the execution of the agreement it appears that it is necessary for proper execution to amend or supplement the work to be performed, the parties will amend the agreement accordingly in a timely manner and in mutual consultation.
2. If the parties agree that the agreement is amended or supplemented, the time of completion of the execution may be affected. The service provider will inform the client as soon as possible.
3. If the amendment or supplement to the agreement has financial and/or qualitative consequences, the service provider will inform the client in writing as soon as possible.
4. If the parties have agreed on a fixed fee, the service provider will indicate to what extent the amendment or supplement results in an excess of this fee.

## **12 Force majeure**

1. In addition to the provisions of applicable law on force majeure, a shortcoming of the service provider in the fulfillment of any obligation towards the client cannot be attributed to the service provider in the event of a circumstance independent of the will of the service provider, which prevents the fulfillment of its obligations towards the client in whole or in part. Such circumstances include failures of suppliers or other third parties, power failures, computer viruses, strikes, bad weather conditions and work interruptions.
2. If a situation as referred to above occurs as a result of which the service provider cannot fulfill its obligations towards the client, those obligations will be suspended for as long as the service provider cannot fulfill its obligations. If the situation referred to in the previous sentence has lasted 30 calendar days, the parties have the right to dissolve the agreement in writing in whole or in part.
3. The service provider is not obliged to compensate any damages in the case referred to in the second paragraph of this article, even if the service provider enjoys any advantage as a result of the force majeure situation.

## **13 Set-off**

The client waives its right to set off a debt to the service provider against a claim on the service provider.

## **14 Suspension**

The client waives the right to suspend the fulfillment of any obligation arising from this agreement.

## **15 Transfer of rights**

Rights of a party under this agreement cannot be transferred without the prior written consent of the other party.

## **16 Expiry of claim**

Any right to compensation for damages caused by the service provider expires in any case 12 months after the event from which the liability directly or indirectly arises.

## **17 Insurance**

1. The client undertakes to adequately insure and keep insured items delivered that are necessary for the execution of the underlying agreement, as well as items of the service provider present at the client and items delivered under retention of title, against fire, explosion and water damage as well as theft.
2. The client provides the policy of these insurances for inspection upon first request.

## **18 Liability for damages**

1. The service provider is not liable for damages arising from this agreement, unless the service provider caused the damage intentionally or with gross negligence.
2. In the event that the service provider owes compensation to the client, the damage does not exceed the fee.
3. Any liability for damages arising from or related to the execution of an agreement is always limited to the amount paid out under the relevant professional liability insurance(s), increased by the amount of the deductible under the relevant policy.
4. The limitation of liability also applies if the service provider is held liable for damage that directly or indirectly results from the improper functioning of equipment, software, data files, registers or other items used by the service provider in the execution of the assignment.
5. Not excluded is the liability of the service provider for damage resulting from intent or deliberate recklessness of the service provider, its management or subordinates.

## **19 Client liability**

1. If an assignment is given by more than one person, each of them is jointly and severally liable for the amounts owed to the service provider under that assignment.
2. If an assignment is given directly or indirectly by a natural person on behalf of a legal entity, that natural person may also be a client in a private capacity, provided that natural person can be regarded as the (co-)policy maker of the legal entity. In the event of non-payment by the legal entity, the natural person is personally liable for payment of the invoice.

## **20 Indemnification**

The client indemnifies the service provider against all claims from third parties related to the goods and/or services delivered by the service provider.

## **21 Complaints**

1. The client is obliged to report complaints about the work performed directly in writing to the service provider. The complaint contains a description of the shortcoming in as much detail as possible, so that the service provider is able to respond adequately.
2. A complaint cannot in any case lead to the service provider being required to perform work other than what has been agreed.

## **22 Retention of title, right of suspension and right of retention**

1. Items present at the client and delivered items and parts remain the property of the service provider until the client has paid the full agreed price. Until that time, the service provider can invoke its retention of title and reclaim the items.
2. If the agreed amounts to be paid in advance are not paid or not paid on time, the service provider has the right to suspend the work until the agreed part has been paid. In that case, delayed delivery cannot be attributed to the service provider.
3. The service provider is not authorized to pledge the items falling under its retention of title or to encumber them in any other way.
4. If items have not yet been delivered but the agreed advance payment or price has not been paid as agreed, the service provider has a right of retention. The item will not be delivered until the client has paid in full and as agreed.
5. In the event of liquidation, insolvency or suspension of payment of the client, the obligations of the client are immediately due and payable.

## **23 Intellectual property**

1. Unless the parties have agreed otherwise in writing, the service provider retains all intellectual property rights (including copyright, patent rights, trademark rights, design rights, etc.) on all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, mock-ups, etc.
2. The aforementioned intellectual property rights may not be copied, shown to third parties and/or made available, or used in any other way without the written permission of the service provider.
3. The client undertakes to maintain confidentiality of the confidential information made available to it by the service provider. The client undertakes to impose a written confidentiality obligation of this purport on its staff and/or third parties involved in the execution of this agreement.

## **24 Confidentiality**

1. Each party keeps confidential the information it receives (in whatever form) from the other party and all other information concerning the other party of which it knows or can reasonably suspect that it is secret or confidential, and takes all necessary measures to ensure that its staff also keeps the aforementioned information confidential.

2. The confidentiality obligation referred to in the first paragraph of this article does not apply to information:
  - (a) that was already public at the time the receiving party received it, or has subsequently become public without a breach by the receiving party of a confidentiality obligation resting on it;
  - (b) that the receiving party can prove was already in its possession at the time of disclosure by the other party;
  - (c) that the receiving party received from a third party where that third party was entitled to disclose this information to the receiving party;
  - (d) that is made public by the receiving party on the basis of a legal obligation.
3. The confidentiality obligation described in this article applies for the duration of this agreement and for a period of three years after its termination.

## **25 Non-solicitation of staff**

The client will not employ staff of the service provider (or of companies on which the service provider has called for the execution of this agreement and who have been involved in the execution of the agreement), nor let them work for it directly or indirectly in any other way. This prohibition applies during the term of the agreement until one year after its termination. An exception applies if the parties make other arrangements in good business consultation, provided these are recorded in writing.

## **26 Applicable law and competent court**

1. On every agreement between the parties, Aruban law applies exclusively.
2. The court in Oranjestad, Aruba has exclusive jurisdiction to hear any disputes between the parties, unless mandatory law dictates otherwise.