

Terms and Conditions

Terms and Conditions Cuddy

Last updated: 1 July 2026

Article 1 — Definitions

Cuddy: the trade name of Werkbron, located in Leeuwarden at Noordendorpstraat 19 (8922 JH), the Netherlands, registered with the Dutch Chamber of Commerce under number 58342605. Wherever "Cuddy" appears in these terms, it refers to Werkbron, trading under this name.

Client: the individual or legal entity that enters into, or intends to enter into, an agreement with Cuddy.

Agreement: any arrangement between Cuddy and the Client concerning the provision of Services.

Services: the work offered by Cuddy, including web design, web shops, web applications, digitalisation, integrations, custom software, project management (including subcontracting), and maintenance & management.

Work: the entirety of the activities to be performed, or performed, by Cuddy under an Agreement, and the resulting deliverables, including websites, web shops, web applications, software, source code, and documentation.

Article 2 — Applicability

These terms apply to every quotation, offer, Agreement, and to all Services provided by Cuddy. Any terms put forward by the Client are expressly rejected. Deviation from these terms is only possible if agreed in writing by both parties.

Article 3 — Quotations

Quotations issued by Cuddy are non-binding and valid for thirty days, unless stated otherwise. A quotation is tailored to the specific Client and cannot be relied upon by third parties. Obvious errors in a quotation, such as clear calculation or typing mistakes, do not bind Cuddy.

Article 4 — Formation of the Agreement

The Agreement is formed once the Client accepts a quotation in writing or by email, or once Cuddy actually begins work at the Client's request.

Article 5 — Performance

Cuddy performs the Work to the best of its knowledge and craftsmanship, in a manner

suited to the nature of each Service, from a straightforward website to a complex custom software project. Stated planning and delivery times are indicative and not strict deadlines, unless the parties explicitly agree otherwise in writing. Cuddy may engage third parties in the performance of the Work, including hosting providers and content platforms.

Article 6 — Client cooperation

The Client provides, in good time, all information, content, system access, and other input reasonably required by Cuddy to carry out the Work. Delays resulting from the Client failing to do so are at the Client's expense.

Article 7 — Changes and additional work

If the Client wishes to change something during the course of the assignment, for example additional functionality, an extension to a web application, or a change in scope of a digitalisation or integration project, Cuddy will discuss the impact on price and planning beforehand. Additional work is invoiced separately at the rates applicable at that time.

Article 8 — Prices

All prices are exclusive of VAT, unless stated otherwise. For Agreements with a term longer than twelve months, such as Maintenance & Management, Cuddy may index its prices annually.

Article 9 — Payment

Invoices must be paid within the period stated on the invoice, or, failing that, within fourteen days of the invoice date. For larger projects, Cuddy typically works with phased invoicing, for example at the start, mid-way, and upon delivery. In the event of late payment, the Client is in default by operation of law, and Cuddy is entitled to charge statutory commercial interest and reasonable collection costs.

Article 10 — Suspension

If the Client fails to pay on time, Cuddy may suspend its work, including temporarily taking offline an environment managed by Cuddy, until payment has been made in full.

Article 11 — Force majeure

Cuddy is not required to fulfil an obligation if prevented from doing so by force majeure, which includes disruptions at hosting providers, content platforms, or other third parties engaged by Cuddy, internet outages, and other circumstances reasonably beyond its control.

Article 12 — Delivery and acceptance

The Work is considered delivered and accepted once the Client does not raise a reasoned written objection within fourteen days of delivery, or once the Client actually puts the delivered Work into use.

Article 13 — Warranty

If the Client reports a defect within thirty days of delivery that is demonstrably the result of a shortcoming in the Work delivered by Cuddy, Cuddy will resolve it free of charge. This warranty does not apply to defects resulting from changes made by the Client or third parties, improper use, or defects arising from a lack of maintenance not covered by Cuddy.

Article 14 — Intellectual property

All rights to the Work developed by Cuddy, including source code, software, designs, websites, web shops, and web applications, remain with Cuddy until the Agreement has been paid in full. Where third-party image or video material is used, such as stock material made freely available under its own licence, that material remains subject to the terms of its original licence.

Article 15 — Right of use

Upon full payment, the Client obtains a non-exclusive, non-transferable right to use the delivered Work for the purpose for which it was created, unless the parties agree otherwise in writing.

Article 16 — Confidentiality

Both parties will keep confidential any information received from the other party, unless a legal obligation requires disclosure.

Article 17 — Liability

Cuddy's liability is limited to the amount the Client paid to Cuddy for the relevant assignment in the six months preceding the event causing the damage. Cuddy is never liable for indirect damages, including consequential damages, loss of profit, missed savings, or damage due to business interruption. Cuddy has not taken out liability insurance.

Article 18 — Indemnification

The Client indemnifies Cuddy against third-party claims related to content, data, or materials the Client itself has provided to Cuddy.

Article 19 — Maintenance & Management

Maintenance & Management is provided under an ongoing Agreement that sets out, for each case, what is covered, such as updates, further development, or the management of content within a CMS environment, the applicable response times, and the notice period.

Article 20 — Duration and termination

An Agreement for a one-off project ends by operation of law upon delivery and full payment. An ongoing Agreement, such as Maintenance & Management, may be terminated in writing by either party subject to a reasonable notice period, unless agreed otherwise.

Article 21 — Assignment

Neither party may transfer rights or obligations under the Agreement to a third party without the other party's prior written consent.

Article 22 — Governing law and disputes

Dutch law applies to every Agreement between Cuddy and the Client. Disputes will be submitted to the competent court of the Leeuwarden district court (rechtbank Leeuwarden).

Article 23 — Final provision

Should any provision of these terms be found invalid or voidable, the remaining provisions will continue to apply in full. In that case, the parties will agree on a new provision that most closely reflects the intent of the original provision.