

TECHNET247

GENERAL TERMS AND CONDITIONS

IT SERVICES & DATA CABLING

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Technet247
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2215 CE Voorhout
The Netherlands

Important: This document is a business draft prepared for Technet247. It should be reviewed by a qualified Dutch legal professional before being adopted as the final contractual terms.

1. General

1.1 These General Terms and Conditions apply to all quotations, offers, agreements, assignments and services provided by Technet247 ("Technet247", "we", "us" or "our") to a customer ("Customer", "you" or "your").

1.2 By accepting a quotation, placing an order, or otherwise engaging Technet247 to provide services, the Customer agrees to these General Terms and Conditions.

1.3 These General Terms and Conditions apply to both business and, where applicable, private customers, unless expressly agreed otherwise in writing.

1.4 Any terms and conditions of the Customer shall not apply unless Technet247 has expressly accepted them in writing.

1.5 Deviations from these General Terms and Conditions are valid only if agreed in writing by Technet247.

2. Definitions

For the purposes of these General Terms and Conditions:

Services means all IT, networking, consultancy, installation, maintenance, support, cabling and related services provided by Technet247.

Cabling Services means the design, supply, installation, termination, testing, labelling and documentation of structured data cabling and associated infrastructure.

Materials means cables, connectors, patch panels, cabinets, switches, access points, brackets, consumables, hardware and other physical products supplied or installed by Technet247.

Quotation means a written proposal issued by Technet247 describing the proposed Services, Materials, prices and any specific conditions.

Project means a defined installation, upgrade, cabling or IT implementation assignment.

3. Quotations and Offers

3.1 Unless otherwise stated, quotations issued by Technet247 are valid for the period stated in the quotation.

3.2 A quotation is based on the information available to Technet247 at the time it is prepared.

3.3 Where a site inspection has not been performed, the quotation may be subject to conditions discovered during installation or implementation.

3.4 Unless expressly stated otherwise, quotations do not include work, Materials or services that could not reasonably have been identified from the information available at the time of quotation.

3.5 Technet247 reserves the right to correct obvious errors or omissions in quotations.

3.6 An agreement is formed when the Customer accepts the quotation in writing, electronically, verbally where legally permissible, or when Technet247 begins performing the requested Services following the Customer's instruction.

4. Scope of Services

4.1 Technet247 will perform the Services described in the accepted quotation or agreed assignment.

4.2 Technet247 will perform Services with reasonable care and professional skill.

4.3 Any services not specifically included in the quotation shall be considered additional work.

4.4 The Customer acknowledges that IT and cabling Projects may involve circumstances that cannot reasonably be identified before work begins.

4.5 Where additional work is required, Technet247 will, where reasonably possible, inform the Customer before carrying out the additional work and obtain approval where appropriate.

4.6 Emergency work or work required to prevent damage, service interruption or safety risks may be carried out without prior written approval where obtaining such approval would be impractical.

5. Customer Responsibilities

- 5.1 The Customer shall provide Technet247 with reasonable access to the premises, equipment, systems, network infrastructure and other areas required to perform the Services.
- 5.2 The Customer shall provide accurate and complete information relevant to the Services.
- 5.3 The Customer shall ensure that Technet247 has access to required passwords, credentials, network information, system information and other access details where necessary.
- 5.4 The Customer remains responsible for maintaining appropriate backups of its data and systems unless backup services have specifically been included in the quotation.
- 5.5 The Customer shall inform Technet247 of any known hazards, asbestos-containing materials, restricted areas, building restrictions or other circumstances that could affect the work.
- 5.6 The Customer shall obtain any permissions, landlord approvals, building management approvals or other permissions required for the installation unless otherwise agreed.
- 5.7 Delays caused by the Customer, third parties, restricted access, missing information or unavailable equipment may result in additional charges.

6. IT Services

- 6.1 IT Services may include installation, configuration, troubleshooting, maintenance, monitoring, networking, computer systems, servers, Wi-Fi, firewalls, switches, software and related infrastructure.
- 6.2 Technet247 will use reasonable efforts to restore or maintain services but does not guarantee that every technical problem can be resolved.
- 6.3 Where third-party systems or services are involved, Technet247 is dependent on the availability and functionality of those third parties.
- 6.4 Technet247 is not responsible for failures caused by unsupported hardware, software, incorrect configuration by third parties, cyberattacks, malware, power failures, internet outages or other circumstances outside Technet247's reasonable control.
- 6.5 Unless expressly included, software licences, subscriptions, cloud services, internet services, manufacturer support contracts and other third-party charges are excluded from the Services.

7. Data Cabling Services

- 7.1 Cabling Services may include structured data cabling, network cabling, patch panels, cabinets, outlets, fibre optic cabling, cable management, labelling, testing and related installation work.
- 7.2 The exact cabling specification shall be stated in the quotation where applicable, including cable category, cable type, termination method and testing requirements.
- 7.3 Unless specifically stated otherwise, the Customer is responsible for ensuring that existing building infrastructure is suitable for the proposed installation.
- 7.4 Technet247 shall use reasonable professional care when routing and installing cables.
- 7.5 Existing walls, ceilings, floors, ducts, conduits and other building structures may contain hidden obstacles or services. Technet247 shall not be responsible for concealed conditions that could not reasonably have been identified before installation.
- 7.6 Cutting, drilling, chasing, lifting flooring, opening ceilings or other building work shall only be included where expressly stated in the quotation.
- 7.7 Making good, decorating, painting, plastering, flooring repairs or other finishing work is excluded unless specifically included.

8. Cabling Standards and Testing

- 8.1 Where specified in the quotation, cabling will be installed in accordance with the applicable standards and manufacturer's installation requirements relevant to the agreed cabling system.
- 8.2 Where certification testing is included, Technet247 will perform the agreed tests using appropriate test equipment.

8.3 Test results will be provided to the Customer where included in the quotation.

8.4 Cabling certification relates to the installed cabling system and does not guarantee the performance of connected network equipment, internet services, servers, switches or other third-party equipment.

8.5 Changes made to the cabling after testing or certification may invalidate the test results or certification.

9. Materials and Equipment

9.1 Materials supplied by Technet247 will be as specified in the quotation or, where necessary, an equivalent suitable product may be supplied.

9.2 Product availability may be subject to manufacturer and distributor stock levels.

9.3 Delivery dates for third-party products are estimates unless a specific delivery date has been expressly guaranteed in writing.

9.4 If the Customer supplies Materials or equipment, Technet247 is not responsible for defects or incompatibility arising from those Materials or equipment.

9.5 Technet247 may charge for additional labour caused by defective, incomplete or unsuitable Customer-supplied Materials.

10. Prices and Additional Work

10.1 Prices shall be stated in the quotation and are exclusive of VAT unless expressly stated otherwise.

10.2 Additional work outside the agreed scope may be charged at Technet247's applicable hourly or project rate.

10.3 Additional Materials will be charged separately where they are not included in the original quotation.

10.4 Travel, parking, delivery, disposal and other expenses may be charged where stated in the quotation or agreed with the Customer.

10.5 If unforeseen circumstances materially increase the cost of a Project, Technet247 will inform the Customer as soon as reasonably possible.

11. Project Changes

11.1 The Customer may request changes to the agreed scope.

11.2 Changes may affect the Project price and completion date.

11.3 Technet247 may provide a revised quotation or estimate for requested changes.

11.4 Work arising from Customer-requested changes may be treated as additional work.

12. Installation and Site Conditions

12.1 The Customer shall provide safe and reasonable working conditions.

12.2 Technet247 may suspend work where conditions are unsafe or where continuing work could cause damage to persons, property or equipment.

12.3 Where specialist equipment, access equipment or additional safety measures are required and were not included in the quotation, the associated costs may be charged separately.

12.4 Technet247 shall not be responsible for delays resulting from unsafe conditions or circumstances outside its reasonable control.

13. Completion and Acceptance

13.1 A Project is considered completed when the agreed Services have been substantially performed.

13.2 Minor outstanding items that do not materially prevent the Customer from using the installed system shall not prevent completion.

13.3 The Customer shall inspect the completed work within a reasonable period.

13.4 Any visible defects or issues should be reported to Technet247 without undue delay.

13.5 Where testing is included, successful completion of the agreed testing procedure shall constitute evidence that the relevant tested installation meets the agreed test requirements at the time of testing.

14. Delivery and Risk

14.1 Risk in Materials passes to the Customer upon delivery or installation, as applicable, subject to applicable law.

14.2 Technet247 shall take reasonable care of Customer property while it is under Technet247's control.

14.3 The Customer remains responsible for securing its premises and property against theft, damage and unauthorised access.

15. Payment

15.1 Invoices shall be paid within the payment period stated on the invoice or quotation.

15.2 Unless otherwise agreed, payment shall be due within 14 days of the invoice date.

15.3 Technet247 may require a deposit or advance payment for Materials, equipment or Projects.

15.4 For larger Projects, Technet247 may invoice in stages or according to agreed milestones.

15.5 If payment is overdue, Technet247 may suspend Services after giving any notice required by applicable law.

15.6 The Customer remains responsible for reasonable collection costs and statutory interest where permitted by applicable law.

15.7 The Customer may not withhold payment or set off amounts against an invoice unless permitted by applicable law.

16. Warranty

16.1 Technet247 warrants that Services will be performed with reasonable professional care.

16.2 Any specific warranty period for Materials or workmanship shall be stated in the quotation where applicable.

16.3 Manufacturer warranties remain subject to the manufacturer's own terms and conditions.

16.4 Warranty does not cover damage or defects caused by misuse, unauthorised modifications, accidents, power problems, environmental conditions, third-party work or other causes outside Technet247's control.

16.5 Warranty claims must be reported to Technet247 within a reasonable period after the Customer discovers or should reasonably have discovered the issue.

17. Defects and Remedial Work

17.1 Where Technet247 is responsible for a defect, Technet247 shall have a reasonable opportunity to investigate and, where appropriate, remedy the defect.

17.2 Technet247 may first attempt to repair or correct the affected Service.

17.3 If a defect is found not to be attributable to Technet247, Technet247 may charge for investigation and remedial work.

18. Liability

18.1 Technet247 shall only be liable for direct damage to the extent required by applicable law and subject to the limitations permitted by law.

18.2 To the extent legally permitted, Technet247 shall not be liable for indirect damage, consequential loss, loss of profit, loss of revenue, loss of business opportunities, loss of data or business interruption.

18.3 Nothing in these terms excludes or limits liability where such exclusion or limitation is prohibited by law.

18.4 Any applicable limitation of liability shall not apply where the damage results from intentional conduct or deliberate recklessness by Technet247's management, to the extent such limitation is prohibited by applicable law.

18.5 The Customer is responsible for maintaining appropriate insurance for its own property, equipment, data and business risks.

19. Data and Backups

19.1 The Customer remains responsible for its data unless backup and data-management services have expressly been included in the agreement.

19.2 Before significant system changes, the Customer should ensure that appropriate backups exist.

19.3 Technet247 will take reasonable care when handling Customer data but cannot guarantee that data will never be lost or corrupted.

19.4 Where Technet247 processes personal data on behalf of the Customer, the parties shall comply with applicable data-protection legislation and, where required, enter into an appropriate data-processing agreement.

20. Confidentiality

20.1 Both parties shall keep confidential information received from the other party confidential.

20.2 Confidential information may only be used for the purposes of performing or receiving the agreed Services.

20.3 This obligation does not apply to information that is publicly available, already lawfully known, independently developed or required to be disclosed by law.

21. Third-Party Services

21.1 Technet247 may use third-party suppliers, manufacturers, hosting providers, software providers, distributors or subcontractors where appropriate.

21.2 Technet247 is not responsible for failures or interruptions caused by third-party services outside Technet247's reasonable control.

21.3 Third-party services may be subject to additional terms imposed by the relevant provider.

22. Intellectual Property

22.1 Intellectual property rights belonging to Technet247 remain the property of Technet247 unless otherwise agreed in writing.

22.2 Upon full payment, the Customer receives the rights necessary to use deliverables supplied specifically for the Customer, subject to any third-party licensing restrictions.

22.3 Software, licences, documentation and other third-party materials remain subject to their respective licence terms.

23. Suspension of Services

23.1 Technet247 may suspend Services where: invoices remain unpaid; the Customer materially breaches the agreement; the working environment is unsafe; required access or information is not provided; or circumstances make continued performance unreasonable or unlawful.

23.2 Technet247 shall resume Services when the reason for suspension has been resolved, subject to any reasonable additional costs resulting from the suspension.

24. Cancellation and Termination

24.1 A Project or Service may only be cancelled subject to the terms agreed in the quotation or agreement and applicable law.

24.2 Where Materials have already been ordered specifically for the Customer, the Customer may be responsible for non-refundable supplier costs.

24.3 Where work has already commenced, the Customer may be charged for work performed up to the effective date of cancellation.

24.4 Termination rights required by mandatory applicable law remain unaffected.

25. Force Majeure

25.1 Technet247 shall not be liable for delays or failure to perform caused by circumstances beyond its reasonable control.

25.2 Such circumstances may include, where applicable, natural disasters, fire, flood, power failure, internet outages, supply-chain disruptions, strikes, war, government measures, epidemics, cyber incidents, equipment failures and failures of third-party suppliers.

25.3 If a force majeure situation continues for an extended period, either party may have termination rights as provided by applicable law.

26. Complaints

26.1 Complaints regarding Services should be submitted to Technet247 as soon as reasonably possible after the issue is discovered.

26.2 The Customer shall provide sufficient information to allow Technet247 to investigate the complaint.

26.3 Technet247 will make reasonable efforts to investigate and resolve legitimate complaints.

27. Changes to These Terms

27.1 Technet247 may update these General Terms and Conditions from time to time.

27.2 The version applicable to an agreement shall generally be the version accepted when the agreement was formed, subject to mandatory applicable law.

27.3 Changes to ongoing subscriptions or continuing Services shall be communicated where required by law.

28. Applicable Law

28.1 These General Terms and Conditions and agreements between Technet247 and the Customer shall be governed by the laws of the Netherlands, unless mandatory law provides otherwise.

28.2 Disputes shall be submitted to the competent court in the Netherlands, subject to applicable mandatory jurisdiction rules.

29. Severability

29.1 If any provision of these General Terms and Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in effect to the extent permitted by law.

29.2 The parties shall seek to replace the invalid provision with a valid provision that most closely reflects the original intention.

30. Final Provisions

30.1 These General Terms and Conditions form part of the agreement between Technet247 and the Customer.

30.2 The quotation, project specification, statement of work and any written amendments shall take precedence over these General Terms and Conditions where they expressly contain different terms.

30.3 In the event of a conflict between documents, the following order shall generally apply: (1) written amendment or specific project agreement; (2) accepted quotation or statement of work; (3) these General Terms and Conditions.

COMPANY DETAILS

Technet247

Jan Steenlaan 29

2215 CE Voorhout

The Netherlands

VAT number: Pending

Chamber of Commerce (KvK): Pending

Email: [Insert business email]

Telephone: [Insert telephone number]

Website: [Insert website]

End of General Terms and Conditions