



[LEGAL / GENERAL TERMS](#)

General terms and conditions

These general terms and conditions apply to business agreements with microdot when they are incorporated before or when the agreement is concluded.

Version 1.0

Effective date 9 October 2026

microdot

Valkenstein 18-III

1082 BN Amsterdam

KvK 34233479

The Dutch version is legally controlling. The English version is provided for convenience only.

1 Definitions

1.1 microdot means the business trading as microdot, established at Valkenstein 18-III, 1082 BN Amsterdam and registered with the Dutch Chamber of Commerce under number 34233479.

1.2 Client means the business, organisation or professional acting in the course of its activities that enters into an Agreement with microdot.

1.3 Agreement means the accepted proposal, order, statement of work or other written agreement between microdot and the Client, together with these terms and any applicable Service Level Agreement, licence terms and data-processing agreement.

1.4 Services means the advice, design, supply, installation, configuration, administration, monitoring, maintenance, support or other work described in the Agreement.

1.5 Managed Environment means the systems, devices, accounts, networks, locations and service lines that the Agreement expressly places under microdot's management.

1.6 Third-Party Service means any product, connectivity, licence, cloud platform, monitoring centre, software, equipment or service supplied or controlled by a party other than microdot.

1.7 Service Level Agreement or SLA means a written schedule defining support coverage, response targets and any included support time for specified service lines.

1.8 Office Hours means Monday to Friday from 09:00 to 17:00 Netherlands time, excluding public holidays observed in the Netherlands.

1.9 Business Day means Monday to Friday, excluding public holidays observed in the Netherlands.

2 Application and order of precedence

2.1 These terms apply to every offer, Agreement and Service provided by microdot unless the parties expressly agree otherwise in writing.

2.2 The Client's purchasing or other general conditions are excluded unless microdot expressly accepts them in writing.

2.3 If documents conflict, the following order applies: the signed Agreement or accepted proposal; any data-processing agreement; the SLA or service schedule; these general terms; and then other referenced documentation, unless the Agreement states a different order.

2.4 A deviation from these terms applies only to the Agreement for which it was made and does not create a precedent for later work.

3 Offers and formation of the Agreement

3.1 Offers and quotations are non-binding until accepted by the Client and confirmed by microdot, unless the offer states otherwise.

3.2 An offer is based on the information, access and requirements supplied by the Client. The Client is responsible for their accuracy and completeness.

3.3 An Agreement is formed when the Client signs or otherwise accepts an offer, instructs microdot to begin work, or uses a Service supplied on the basis of that offer.

3.4 Obvious errors, omissions and calculation mistakes do not bind microdot. An offer does not automatically apply to later work.

4 Scope and performance

4.1 microdot will perform the Services with reasonable professional care and skill, in accordance with the scope and assumptions recorded in the Agreement.

4.2 Anything not expressly included in the Agreement is outside scope. Additional work, changed requirements and work caused by incomplete or inaccurate Client information may be quoted or charged separately.

4.3 microdot may perform the work in stages and invoice completed stages separately where this is reasonable or stated in the Agreement.

4.4 Dates and delivery periods are estimates unless expressly identified as firm. A delay does not place microdot in default until the Client has given written notice and a reasonable opportunity to perform.

4.5 microdot may use suitably qualified suppliers or subcontractors and remains responsible for the Services it has agreed to provide, subject to these terms and the limits of the relevant Third-Party Service.

5 Client responsibilities

5.1 The Client will provide timely information, decisions, approvals, safe access to locations, systems and accounts, and the facilities reasonably required to perform the Services.

5.2 The Client will identify relevant operational, safety, building, lease, regulatory and supplier constraints before work begins and will obtain permissions for work at its locations unless the Agreement assigns that task to microdot.

5.3 The Client remains responsible for business decisions, lawful use of its systems, user conduct, data content, insurance and any systems or suppliers outside the Managed Environment.

5.4 The Client will follow reasonable technical and security instructions, keep contact and escalation details current, and promptly report incidents, material changes and suspected credential compromise.

5.5 Delay or extra work caused by the Client or a third party may extend the schedule and be charged at the applicable rate.

6 Changes and additional work

6.1 Either party may propose a change to scope, design, schedule or service level. A material change takes effect only after the parties agree its consequences in writing.

6.2 microdot may make minor technical changes that preserve the agreed function or are reasonably required for security, supportability, availability or vendor compatibility.

6.3 Urgent work reasonably required to reduce an immediate security, safety or continuity risk may be performed without advance written approval where delay would materially increase the risk. microdot will inform the Client as soon as reasonably possible and explain any resulting charges.

7 Equipment, software and licences

7.1 Risk in equipment passes to the Client on delivery. Title remains with microdot until all amounts due for that equipment and related work have been paid in full.

7.2 Manufacturer, publisher and platform terms apply to Third-Party Services and licences. The Client will comply with those terms and maintain sufficient licences for its users and use.

7.3 Unless expressly stated otherwise, quoted hardware and software prices may change before order if the supplier changes its price, exchange rate, availability or licence model. microdot will notify the Client before placing an affected order.

7.4 Equipment supplied by the Client or another supplier remains the Client's responsibility. microdot does not warrant its compatibility, condition or supportability unless expressly agreed.

8 Managed services, monitoring and maintenance

8.1 Managed Services apply only to the Managed Environment and service lines identified in the Agreement.

8.2 Monitoring indicates selected conditions; it is not continuous human observation and does not guarantee that every failure, intrusion, alarm or loss will be detected or prevented.

8.3 microdot may install firmware and routine updates where reasonably required for security, reliability and vendor support. Material changes and work likely to cause disruption will be coordinated where practicable.

8.4 A Managed Service does not transfer responsibility for the Client's overall business continuity, legal compliance, backups or insurance unless the Agreement expressly includes that responsibility.

8.5 The Client will not make or permit material changes to the Managed Environment without coordination where those changes may affect security, monitoring, supportability or service performance.

9 Support and service levels

9.1 Support during Office Hours is available by the telephone number and email address designated by microdot. Outside Office Hours, the Client may telephone or send a text message to the designated mobile number, but availability and response are not guaranteed unless the Agreement expressly provides otherwise. Out-of-hours work is charged at the normal applicable hourly rate unless a different rate is agreed.

9.2 Response targets measure the time until microdot acknowledges and begins appropriate assessment or action. They are not guaranteed resolution times.

9.3 Response targets are measured in the unit stated in the applicable SLA. Office-hour targets count only during Office Hours. Business-day targets refer to the next stated Business Day or number of Business Days. A request received outside Office Hours is treated as received at 09:00 on the next Business Day. The response period begins when sufficient information has been received through an agreed support channel.

9.4 On-site attendance depends on safe and practical access, travel, parts, supplier availability and the Client's cooperation. Remote diagnosis may take place first.

9.5 Included support time must be used during the calendar month in which it is made available. Unused time expires at the end of that month and does not carry forward or give rise to a credit or refund, unless the applicable SLA or Agreement expressly states otherwise. Charging increments and work excluded from support are governed by the applicable SLA or Agreement.

9.6 Incidents caused by unsupported systems, Client changes, third parties, misuse or circumstances outside the Managed Environment may be charged separately even when microdot assists with diagnosis or coordination.

10 Security, credentials and remote access

10.1 Each party will apply reasonable security measures appropriate to the information, systems and access under its control.

10.2 The Client will ensure that users protect credentials, use multi-factor authentication where required, and notify microdot immediately of suspected unauthorised access.

10.3 microdot may use administrative and remote-access tools to provide the Services. Access will be limited to what is reasonably required and may be logged for security and accountability.

10.4 No security, surveillance or alarm system can eliminate risk. microdot does not guarantee that intrusion, cyberattack, theft, fire, system failure, data loss or other harmful events will be prevented.

10.5 Where a system is connected to a professional monitoring centre, the monitoring provider's acceptance, procedures, availability and terms also apply. Police, emergency-service or third-party response is outside microdot's control.

11 Data protection and confidentiality

11.1 Each party will keep the other party's confidential information confidential and use it only for the Agreement, except where disclosure is required by law or reasonably necessary to professional advisers and service providers bound by suitable duties.

11.2 Each party acts as an independent controller for personal data it processes for its own administration, communications, legal obligations and business purposes.

11.3 Providing the Services normally requires authenticated administrative access to Client systems and may involve access to or processing of personal data. To the extent that microdot processes personal data on the Client's documented instructions, the Client acts as controller and microdot acts as processor. The parties will enter into an appropriate data-processing agreement covering the relevant Services, security measures, subprocessors and processing details. The Client remains responsible for determining lawful purposes, access and retention, including for surveillance, alarm, access-control, communications and user-account data.

11.4 microdot may retain and use general experience, skills and non-identifying know-how developed during the work, provided this does not disclose the Client's confidential information or personal data.

12 Fees, expenses and payment

12.1 Fees are exclusive of VAT. For recurring Services covered by an SLA, microdot does not charge travel time, mileage or a call-out fee unless the Agreement expressly states otherwise; parking costs are charged to the Client. For one-off Services, parking costs and any applicable call-out fee are charged unless expressly included. Delivery, accommodation, permits and third-party charges are excluded unless the Agreement states otherwise.

12.2 Recurring Services are invoiced monthly in arrears on the first day of the following month. The invoice may also include equipment, additional Services, usage and time outside the applicable SLA supplied during the preceding month. Other work may be invoiced at the stages or times stated in the Agreement.

12.3 Where payment by SEPA Core direct debit is agreed, the Client will provide and maintain a valid mandate. The invoice serves as advance notice of the amount and scheduled collection date. Unless the Agreement states otherwise, the Client agrees that collection may be scheduled approximately eight calendar days after the invoice date instead of the default fourteen-day pre-notification period.

12.4 A failed, rejected, reversed or refunded direct debit does not discharge the Client's payment obligation. The Client will promptly pay the outstanding amount by bank transfer or permit a replacement collection when requested.

12.5 If payment is late, statutory commercial interest and reasonable recovery costs may be charged. microdot may suspend affected Services after giving reasonable notice, except where immediate suspension is reasonably necessary to limit security, legal or financial risk.

12.6 microdot normally reviews recurring fees annually, with any annual change taking effect on 1 January after reasonable notice. microdot may leave fees unchanged in a particular year. It may also make an interim adjustment on reasonable notice where justified by inflation, supplier pricing, licence changes, taxes, changed scope or another material change in service cost. Any additional termination right will be stated in

the Agreement or notice and remains subject to applicable law.

13 Duration, termination and suspension

13.1 Unless the Agreement expressly states otherwise, the Agreement has an initial term of twelve months. After the initial term it continues for an indefinite period, and either party may terminate it in writing with one calendar month's notice.

13.2 Either party may terminate the Agreement for a material breach that is not remedied within a reasonable period after written notice. No remedy period is required where the breach cannot be remedied or continuation cannot reasonably be required.

13.3 microdot may suspend Services where payment remains overdue, access is unsafe, the Client materially breaches security requirements, continued service would be unlawful, or suspension is reasonably required to contain an incident. Where practicable, microdot will give notice and limit the suspension to what is necessary.

13.4 On termination, all amounts for work performed, commitments made and non-cancellable Third-Party Services become due. Each party will reasonably cooperate with an agreed transition, which may be charged separately.

13.5 Termination does not affect rights and obligations intended to continue, including payment, confidentiality, intellectual property, data protection and liability provisions.

14 Delivery, acceptance, complaints and warranty

14.1 The Client will inspect delivered equipment and completed work promptly and report visible shortages, damage or material non-conformity with sufficient detail.

14.2 microdot will have a reasonable opportunity to investigate and, where responsible, repair, repeat or otherwise remedy defective work before the Client obtains a remedy elsewhere at microdot's expense.

14.3 Manufacturer and supplier warranties apply to Third-Party Services and equipment. microdot will reasonably assist with a valid warranty claim. Diagnostic work, replacement labour, parking, travel and other handling costs are chargeable unless included in the Agreement or expressly waived by microdot in the particular case. A waiver or credit is discretionary and does not create an entitlement or precedent for later claims.

14.4 microdot is not required to fund or provide an advance replacement while a manufacturer or supplier assesses a warranty claim. If microdot supplies a replacement before the claim is resolved, the replacement may be invoiced to the Client. Any credit or refund actually received for the defective item will then be credited to the Client, subject to any agreed or properly chargeable costs. Warranty and remedy obligations do not cover misuse, unauthorised changes, failure to follow instructions, external events, ordinary wear, unsupported components or defects caused by systems and services outside microdot's responsibility.

15 Third-Party Services, availability and continuity

15.1 microdot may depend on internet providers, cloud platforms, software publishers, carriers, monitoring centres, distributors and other third parties. Their performance, changes, end-of-life decisions and terms may affect the Services.

15.2 microdot will use reasonable efforts to manage and coordinate dependencies within scope but is not responsible for a third party's failure or change beyond microdot's reasonable control.

15.3 Maintenance, security work and incident response may temporarily reduce availability. microdot will seek to minimise disruption and communicate material planned interruptions where practicable.

15.4 The Client is responsible for maintaining business-continuity and recovery arrangements proportionate to its needs unless these are expressly included in the Agreement.

16 Liability

16.1 Each party is liable for direct loss caused by its attributable failure to perform the Agreement, subject to this article and applicable law.

16.2 microdot is not liable for indirect or consequential loss, including lost profit, lost revenue, missed savings, reputational harm, business interruption, loss of opportunity or loss arising from unavailable Client backups.

16.3 microdot's aggregate liability arising from an event or related series of events is limited to the amount paid under the affected Agreement during the twelve months preceding the event.

16.4 The limitations do not apply to liability that cannot legally be limited, or to loss caused by intent or deliberate recklessness of microdot's management.

16.5 The Client will take reasonable steps to prevent and limit loss and will preserve relevant evidence, logs and backups after an incident.

16.6 A claim must be notified promptly after discovery and with sufficient information for microdot to investigate it. Delay affects the Client's rights only to the extent that it materially prejudices investigation, mitigation or defence of the claim. Claims remain subject to the applicable statutory limitation periods.

17 Force majeure

17.1 A party is not liable for delay or failure caused by circumstances beyond its reasonable control, including supplier or connectivity failure, utility outage, cyberattack, epidemic, fire, flood, extreme weather, government action, transport disruption, industrial action, war, civil disorder and serious illness or incapacity affecting essential personnel where no reasonable substitute is available.

17.2 The affected obligation is suspended for the duration of the force majeure event. The affected party will inform the other party and take reasonable steps to reduce the effect.

17.3 If force majeure continues for a period that makes continuation unreasonable, either party may terminate the affected part of the Agreement on written notice. Work performed and unavoidable commitments remain payable.

18 Intellectual property

18.1 Each party retains its pre-existing intellectual property. No intellectual-property right transfers unless the Agreement expressly states otherwise.

18.2 After payment, the Client receives a non-exclusive right to use documentation and configuration materials created specifically for it to operate the delivered environment. Reusable methods, templates, scripts, know-how and general materials remain microdot's property.

18.3 Third-party software and materials remain subject to their respective licence terms.

19 Changes to these terms

19.1 microdot may update these terms for future Agreements.

19.2 Changes affecting an existing continuing Agreement will be notified in writing with a reasonable effective date. A change must be reasonable and consistent with the Agreement and applicable law. Any right to reject or terminate because of the change will be stated in the notice.

19.3 The version supplied or made available before the Agreement was concluded remains identifiable by its version and effective date.

20 Governing law and disputes

20.1 Dutch law governs the Agreement.

20.2 The parties will first attempt in good faith to resolve a dispute through direct discussion.

20.3 If a dispute cannot be resolved, it will be submitted to the competent court in the district in which microdot is established, unless mandatory law requires another court.

20.4 The Dutch version of these terms is the legally controlling version. Any English version is provided for convenience. If the versions differ, the Dutch version prevails, unless the Agreement expressly and validly states otherwise.