



General Terms & Conditions

Version 2.0 | 12 February 2026

English version (*)

(*) This is an English translation of Like Noa's Dutch General Terms & Conditions, provided for convenience. These Terms are governed by Dutch law. In the event of any discrepancy or difference of interpretation between this English version and the Dutch version, the Dutch version shall prevail.

Article 1. Definitions

In these General Terms & Conditions, the following capitalised terms have the meanings set out below:

1. **Contractor:** Like Noa, established at Rozengracht 229-4, 1016NA Amsterdam, registered with the Dutch Chamber of Commerce under number 82254605, VAT number NL003661220B90, hereinafter referred to as "Like Noa" or "Contractor".
2. **Client:** The natural or legal person who commissions the Contractor to carry out an assignment or who enters into an agreement with the Contractor.
3. **Assignment:** Any agreement between Contractor and Client, including amendments and additions thereto.
4. **Services:** All services performed by the Contractor in the field of marketing strategy, marketing communication, branding, web design, software development, graphic design and related services, including but not limited to strategic advice, consultancy, websites, software, logos, branding projects, content creation and print work.
5. **Business Days:** Monday to Friday, excluding public holidays recognised in the Netherlands.
6. **Parties:** Contractor and Client together.

Article 2. Applicability

2.1 These General Terms & Conditions apply to all quotations, offers, assignments and agreements between Contractor and Client.

2.2 Deviations from these General Terms & Conditions are only valid if and to the extent they have been expressly agreed in writing between the Parties.

2.3 The applicability of any purchasing or other conditions of the Client is expressly rejected.

2.4 If one or more provisions of these General Terms & Conditions are void or annulled, the remaining provisions shall remain in full force. Contractor and Client will then consult to agree replacement provisions.

Article 3. Quotations and formation of the agreement

3.1 All quotations from the Contractor are without obligation and valid for 14 days from the date of the quotation, unless stated otherwise. After this period the quotation lapses.

3.2 A quotation is based on the information provided by the Client. The Client warrants that this information is correct and complete to the best of its knowledge.

3.3 An agreement is formed at the moment that:

- the Client has accepted the quotation in writing (including by email); or
- the Client has returned a signed order confirmation to the Contractor; or
- the Contractor has commenced performance of the work at the Client's request.

3.4 Introductory and intake meetings are without obligation and do not automatically lead to an agreement.

3.5 Prices in quotations are exclusive of VAT, unless expressly stated otherwise.

Article 4. Prices & payment terms

4.1 All prices are in euros and exclusive of VAT and other government levies, unless expressly agreed otherwise in writing.

4.2 Contractor applies project-based and/or hourly rates, as stated in the quotation.

4.3 Advance payment: Prior to the commencement of the work (kick-off meeting), the Client shall pay an advance of 50% of the total project amount, unless agreed otherwise in writing. In some cases a payment schedule of 4 instalments of 25% may be agreed.

4.4 The remaining 50% is invoiced upon delivery of the project.

4.5 For assignments on an hourly-rate basis, invoicing takes place monthly or per (partial) delivery.

4.6 Payment must be made within 14 days of the invoice date, by a method to be indicated by the Contractor and in the currency in which the invoice was issued, unless agreed otherwise in writing.

4.7 Objections to the amount of an invoice do not suspend the payment obligation.

Article 5. Payment default & collection

5.1 In the event of late payment, the Client is in default by operation of law without any further notice of default being required. The Contractor is entitled to charge the statutory commercial interest on the outstanding invoice amount from the day the Client is in default until the day of full payment.

5.2 All costs, including but not limited to legal and extrajudicial costs, incurred by the Contractor in collecting amounts due shall be borne by the Client. The extrajudicial costs amount to a minimum of 10% of the amount due, with a minimum of € 250 (excluding VAT).

5.3 If the Client fails to (timely) fulfil its obligations, the Contractor is entitled to suspend performance of the Assignment immediately until the Client has met its obligations, or to dissolve the agreement in whole or in part.

Article 6. Performance of the assignment

6.1 The Contractor shall perform the Assignment to the best of its insight and ability and in accordance with the requirements of good workmanship.

6.2 The Contractor determines the manner in which and by which person(s) the agreed work is carried out.

6.3 The Contractor is entitled to engage third parties for the performance of certain work. The applicability of sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.

6.14 Third-party materials, fonts, image banks, plug-ins or software used in the context of the Assignment are subject to the licence terms of the relevant supplier. Transfer of rights to such materials takes place only to the extent permitted by the relevant licence. The Client is responsible for obtaining and maintaining its own licences for continued use after delivery.

6.15 Hosting, domain registration and recurring subscriptions (including platform costs for e.g. Webflow or Framer) are for the account and in the name of the Client, unless agreed otherwise in writing. The Contractor is not responsible for the unavailability of a delivered website or platform as a result of the Client's failure to meet these obligations.

Article 7. Changes and additional work

7.1 An Assignment is deemed accepted by the Contractor and granted by the Client either through written confirmation of the Assignment to the Client, or through the Contractor commencing performance of the work.

7.2 Changes to the Assignment must be communicated to the Contractor by the Client in a timely manner and in writing. If the changes affect the agreed price, delivery time and/or if the changes are incorrectly performed, this is for the account and risk of the Client.

7.3 Additional or reduced costs resulting from changes to the Assignment are for the account of, or to the benefit of, the Client respectively.

7.4 Additional work (work falling outside the scope of the original assignment) is invoiced at the Contractor's applicable hourly rate. Prior to carrying out additional work, the Contractor will inform the Client of the expected additional costs and will not proceed with additional work without the Client's prior written approval.

7.5 Should the Client for any reason decide to cancel an assignment and/or refrain from further performance before the Assignment is complete, the Client is obliged to pay the Contractor all costs reasonably incurred by the Contractor, including hours already spent and all amounts owed to third parties, as well as the lost profit on the uncompleted project (together at least 40% of the quotation).

6.4 Performance of the Assignment takes place in close consultation with the Client. It is the Client's responsibility to provide the Contractor with all data and information necessary for correct performance of the Assignment in a timely and complete manner.

6.5 The Client shall ensure that all data which the Contractor indicates are necessary, or which the Client should reasonably understand to be necessary for performance of the Assignment, are provided to the Contractor in good time.

6.6 If the data required for performance of the Assignment are not provided to the Contractor in time, the Contractor is entitled to suspend performance of the Assignment and/or to charge the Client the additional costs arising from the delay in accordance with the usual rates.

6.7 The planning and lead times agreed in a quotation or between the Parties are indicative and do not constitute strict deadlines, unless expressly agreed otherwise in writing. If a deadline is exceeded, the Client must give the Contractor written notice of default, allowing a reasonable period for performance.

6.8 Every project starts with a kick-off meeting and ends with a delivery, unless agreed otherwise.

6.9 Per main deliverable (including but not limited to logo design, brand identity, website design and copy concepts), two (2) revision rounds are included in the agreed project amount. A revision round comprises the bundled submission of feedback by the Client within the period referred to in article 10.1, after which the Contractor processes the requested adjustments. Separate, sequential or post-round feedback counts as a new round.

6.10 Revisions falling outside the two included rounds, or changes that alter the original direction or scope of the deliverable (including exploring a fundamentally different concept after a direction has been approved), count as additional work and are invoiced in accordance with article 7.4 at the applicable hourly rate.

6.11 Approval of a deliverable by the Client, or the absence of feedback within the period referred to in article 10.1, constitutes final approval of that deliverable. Adjustments after approval count as additional work.

6.12 Upon delivery, the Contractor delivers the agreed final results in the customary export formats suited to the intended use (including for example PDF, PNG, JPG, SVG and exported web files). The transfer of intellectual property under article 8 relates to these delivered final results.

6.13 Source files and editable working files are in principle part of the Contractor's working method and are not delivered or transferred as standard. These include layered design files, Adobe working files and non-delivered project files. By way of exception, for web design assignments the delivered design file (such as the Figma file in which the final website design is created) counts as part of the deliverable and is made available to the Client upon delivery. Transfer of other source files is possible if agreed in advance in writing, against a fee to be determined.

Article 8. Intellectual property rights

8.1 All intellectual property rights in the materials developed or made available by the Contractor in the context of the Assignment, including but not limited to websites, software, logos, brand identities, texts, images, concepts, advice, reports and other (design) documents, rest exclusively with the Contractor or its licensors.

8.2 The intellectual property rights in the works developed in the context of the Assignment transfer to the Client after:

- the Client has paid all amounts due in full; and
- full delivery of the project has taken place.

8.3 After transfer of the intellectual property rights, the Client has the right to modify, reproduce and/or make public the delivered work. The Contractor is not liable for any defects or shortcomings arising from changes made by the Client itself or by third parties.

8.4 Work-in-progress files, concepts, sketches, interim designs and unchosen alternatives remain the property of the Contractor and are not transferred to the Client.

8.5 In the event of non-full payment, the Contractor retains all rights to the delivered work. The Client may not use, publish or reproduce the work for as long as it has not been paid in full.

8.6 Portfolio rights: The Contractor retains at all times the right to use the delivered work and end results for its own promotional purposes, including but not limited to:

- publication on the Contractor's website and social media;
- use in pitches and presentations to (potential) clients;
- use in portfolios and case studies.

8.6.1 The Contractor is entitled to a modest name or credit reference on the delivered work, including but not limited to a mention or link in the footer of a delivered website ("designed by Like Noa" or equivalent). The Client may request in writing that this reference be omitted; the Contractor may set a fee to be agreed against this.

8.7 If the Client wishes confidentiality (for example for pre-launch campaigns), this must be agreed in writing prior to the assignment. In that case the Contractor will not publish the work without the Client's prior written consent.

8.8 By default the Contractor will not publish work delivered by it without prior confirmation from the Client, unless the work is already publicly available (for example after the launch of a website or campaign).

8.9 The Client warrants that all materials provided by it (texts, images, logos) do not infringe the rights of third parties.

8.10 The Client indemnifies the Contractor against third-party claims regarding intellectual property rights in materials or data provided by the Client and used in the performance of the Assignment.

Article 9. Cancellation & termination

9.1 In the event of cancellation by the Client where there is no failure to perform by the Contractor:

- before commencement of the work: 25% of the total amount is due;
- after commencement of the work: at least 50% of the total amount is due, unless a higher percentage of work has been carried out.

9.2 Both Parties may terminate this agreement in writing if the other Party fails to fulfil its obligations. This may only occur after the defaulting Party has been notified in writing and has been given 14 days to remedy the problem.

9.3 In the event of termination by the Contractor, all work delivered up to that point is invoiced on a pro-rata basis.

9.4 In the event of termination due to non-payment by the Client, all intellectual property rights remain with the Contractor (see Article 8.5).

Article 10. Cooperation and feedback from the Client

10.1 The Client commits to providing feedback in good time (within 7-10 business days of receiving concepts or deliverables) and to supplying required materials such as imagery, texts and access to platforms.

10.2 Delay on the part of the Client may lead to a shift in the project timeline. The Contractor is not liable for delays arising from this.

10.3 If there is no response from the Client for 30 days or more without a written request to place the project on hold, the project is automatically paused.

10.4 Restarting a paused project may entail € 500 excl. VAT in restart costs for rescheduling and administration.

10.5 The Parties commit to professional and respectful communication throughout the project.

Article 11. Liability

11.1 The liability of the Contractor for damage arising from or in connection with the performance of an Assignment is limited to a maximum of the amount of that specific assignment (excluding VAT), with an absolute maximum of € 10,000 per event or connected series of events. If the Assignment has a duration of more than six months, the assignment amount for the purposes of this article is set at the amount invoiced over the last six months.

11.2 The Contractor is exclusively liable for direct damage.

11.3 The Contractor is not liable for indirect damage, consequential damage, lost turnover, missed savings or damage due to business stagnation.

11.4 The Contractor is not liable for damage resulting from incorrect or incomplete information provided by the Client.

11.5 The Client indemnifies the Contractor against third-party claims regarding intellectual property rights in materials provided by the Client.

11.6 The Contractor is not liable for errors and/or shortcomings in the performance of the Assignment if these result from acts or omissions of or on behalf of the Client and/or of or on behalf of third parties engaged by the Client, including but not limited to: the failure to provide complete, sound and clear data; shortcomings in designs already approved by the Client for completion of the Assignment; shortcomings regarding (payment) obligations; errors and/or in the placement of communications in any media.

11.7 All claims based on liability against the Contractor lapse after the expiry of one (1) month from the date on which the Client became aware, or could reasonably have become aware, of the facts on which it bases its claim.

Article 12. Force majeure

12.1 The Contractor is not obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure.

12.2 Force majeure includes: illness, accident, family circumstances, natural disasters, war, pandemics, incapacity for work, failures in the electricity supply, internet or telecom failures, computer viruses, strikes, government measures, transport problems, fire, flooding, defective equipment and the failure or late delivery by suppliers or other third parties engaged by the Contractor.

12.3 In the event of force majeure, the Contractor informs the Client as soon as possible. Deadlines are adjusted in reasonable consultation.

12.4 If the force majeure lasts longer than 60 days, both Parties have the right to dissolve the agreement. Work already performed is compensated on a pro-rata basis.

Article 13. Confidentiality

13.1 Both Parties undertake to treat all confidential information they receive from each other in the context of this assignment as strictly confidential.

13.2 Confidential information includes: business strategies, financial data, client databases, technical specifications and other non-public information.

13.3 This confidentiality obligation applies for the duration of the project and remains in force for 2 years after completion.

13.4 The Contractor uses professional software and tools to safeguard quality and efficiency. In doing so, services are chosen that comply with applicable privacy and security standards.

13.5 This confidentiality obligation does not apply if the information was already publicly known at the time of provision, the information becomes publicly known after provision without any act of the receiving Party, or provision is legally required.

Article 14. Warranty and maintenance

14.1 The Contractor warrants that delivered services and products meet the specifications and functional requirements set out in the quotation.

14.2 Warranty period websites and software: The Contractor offers a warranty of 30 days after delivery for resolving technical defects (bugs) that are demonstrably not the result of: modifications by the Client or third parties, incorrect or improper use, or external factors beyond the Contractor's control.

14.3 Outside the warranty period, work is invoiced at the usual hourly rate.

14.4 The Contractor may, on request, offer maintenance contracts for websites, software and other digital products. The terms for these are agreed separately.

14.5 For physical products (such as print work) the warranty of the relevant supplier applies.

Article 15. Suspension & dissolution

15.1 The Contractor is entitled, without observing a notice period, to suspend performance of the Assignment if the Client fails to observe its obligations under the Assignment and/or fails to provide the requested security.

15.2 If the Client does not, or does not timely or properly, fulfil its contractual obligations towards the Contractor, it is in default without a notice of default being required. The Contractor is then entitled to terminate the agreement without judicial intervention by means of a written statement.

15.3 A Party is entitled to dissolve the agreement(s) in whole or in part in the event of bankruptcy or suspension of payments of the other Party, as well as in the event of closure or liquidation of the other Party's business.

Article 16. Personal data and privacy

16.1 The Contractor processes personal data of the Client exclusively for invoicing and administrative purposes.

16.2 The Contractor does not process personal data of the Client's customers. Any personal data collected via websites or software delivered by the Contractor is processed directly in the Client's account with the relevant platform (such as Webflow or Framer).

16.3 After delivery and transfer of a website or platform, the settings are closed off to the Contractor and only the Client has access to any personal data.

16.4 For more information about the processing of personal data, the Contractor refers to its privacy statement at www.likenoa.com/privacy.

Article 17. Governing law and disputes

17.1 This agreement is governed exclusively by Dutch law.

17.2 The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

17.3 All disputes arising from or in connection with this agreement shall be submitted to the competent court in Amsterdam.

17.4 The Parties will endeavour to resolve disputes first through mutual consultation before taking legal steps.

Article 18. Final provisions

18.1 These General Terms & Conditions have been filed with the Dutch Chamber of Commerce and can be consulted on the Contractor's website: <https://www.likenoa.com/terms-conditions>

18.2 The most recently filed version, or the version in force at the time the agreement was formed, always applies.

18.3 The Contractor is entitled to amend these General Terms & Conditions. Amendments also apply to agreements already concluded, provided the Contractor has notified the Client of this in writing at least 30 days in advance.

18.4 If the Client does not agree with the amendments, it is entitled to terminate the agreement as of the date on which the new terms take effect.

