Terms and conditions

Clear agreements make for good cooperation. These terms apply to every quote and assignment, unless we agree otherwise in writing.

Version 1.0, in force since: 29 September 2026

1. Who we are and when these terms apply

1.1 These terms are those of **Ralph Klos Projects & Consultancy**, the sole proprietorship of Ralph Klos, Gaspeldoornstraat 20, 2040 Zandvliet (Antwerp), Belgium, company number [BE 0xxx.xxx.xxx] , ralph@klos.be, +32 485 46 19 97 ("I" below). "You" or "the client" is the company or organisation I work for.

1.2 They apply to all quotes, assignments, packages and services, including assignments that follow a first one. The client's own general or purchasing terms only apply if I accept them expressly and in writing.

1.3 What is set out in a quote, order confirmation or contract takes precedence over these terms. For personal data I process on your behalf, the data processing agreement takes precedence (see article 12).

1.4 My services are intended for businesses and organisations. If I do work for a consumer, the mandatory rules that protect consumers apply as well.

2. Quotes and formation of the contract

2.1 A quote describes the assignment, the result, the planning and the price. It is valid for 30 days, unless it states another period.

2.2 The assignment is formed as soon as you accept the quote: signed, by email or by purchase order. If I start work at your request before the quote has been accepted, these terms and my standard rates apply to that work.

2.3 Lead times and plannings are a best estimate. Exceeding them gives no right to damages or termination, unless we expressly agreed a binding deadline. I will warn you as soon as I see a delay coming.

3. Performance

3.1 I carry out every assignment myself, with the care and expertise you may expect from an experienced AWS consultant. Unless expressly agreed otherwise, my commitment is an obligation of means (best efforts): I do everything I can to reach the agreed goal, but cannot guarantee a specific result.

3.2 I only use a subcontractor with your prior written consent. I then remain responsible to you for their work.

3.3 I work independently and decide how I organise the assignment, in consultation on planning and priorities. No employment relationship or relationship of authority arises.

4. Working in your AWS environment

4.1 Your AWS accounts, your data and the invoices from Amazon Web Services remain yours. Costs of AWS services, licences and other third-party services incurred in your accounts during or after the assignment are borne by you. Cost estimates I give are indicative: actual AWS costs depend on usage.

4.2 You give me access through a personal account or a role with multi-factor authentication (for example through IAM Identity Center), with no more permissions than the assignment requires. I do not use the root account or long-lived access keys, unless you expressly ask me to. You can withdraw my access at any time, and in any case do so after the assignment.

4.3 I only make changes to production environments with your approval, and where possible in a test or development environment first. You remain responsible for backups of your data and systems, and for the decisions you take based on my advice.

4.4 The availability, performance and security of the AWS services themselves are covered by your agreement with Amazon Web Services, not by my responsibility.

5. Your cooperation

5.1 You provide in good time what the assignment needs: access, information, decisions, a fixed contact person and the cooperation of your own staff and suppliers. You vouch for the accuracy of the information you provide.

5.2 If the assignment is delayed or takes more time because that cooperation is missing or late, I may adjust the planning and charge the extra time at the standard rates, after informing you.

6. Changes and additional work

6.1 If you want to extend or change the assignment, or if more work turns out to be needed than planned, we discuss it beforehand. I only carry out additional work after your approval, which can be given by email. It is charged at the rates of the quote or, if there are none, at my standard rates.

7. Prices and invoicing

7.1 All prices are in euros and exclusive of VAT. Time-and-material work (per hour or per day) is invoiced monthly based on the time spent. For a fixed price or a package, the invoicing is set out in the quote; if it says nothing, I invoice 50% at the start and 50% on delivery.

7.2 A working day is 8 hours. Travel within Belgium is included in the rates, unless the quote states otherwise. Travel and accommodation costs abroad are only charged if agreed beforehand.

7.3 If an assignment runs longer than 12 months, I may adjust the rates once a year, with at least one month's prior written notice. If you do not accept the adjustment, you may end the assignment as of the date it takes effect.

7.4 I send invoices electronically, to Belgian businesses through the Peppol network.

8. Payment

8.1 Invoices are payable within 30 days of the invoice date, to the account stated on the invoice.

8.2 In case of late payment, interest for late payment is due by operation of law and without notice of default, in accordance with the Belgian law of 2 August 2002 on combating late payment in commercial transactions, together with a fixed compensation for recovery costs of 40 euros per invoice. Higher recovery costs that I can demonstrate remain due.

8.3 If an invoice remains unpaid 15 days after the due date, I may suspend the work after a written reminder until it has been paid.

9. Cancellation and termination

9.1 If you postpone or cancel planned working days less than 5 working days in advance, I may charge 50% of those days, unless I can use the time for other work.

9.2 You can end a time-and-material assignment at any time in writing with 10 working days' notice. You can end a fixed-price assignment at any time; you then pay for the work already done and the costs I already incurred for the assignment, without further compensation.

9.3 Either party may end the assignment without notice if the other party fails to remedy a serious breach within 15 days of a written notice of default, or in case of bankruptcy or a similar situation.

9.4 At the end of the assignment I invoice the work performed, deliver what is finished after payment, and return or delete the client's access and documents.

10. Delivery

10.1 If the assignment delivers a report, design, code or configuration, you review it within 10 working days. If you report no reasoned comments in that period, or already use the result in production, it is deemed accepted.

10.2 Errors caused by my work that you report within 30 days of delivery I fix free of charge within a reasonable time.

11. Intellectual property

11.1 After full payment you become the owner of what I create specifically for you: reports, designs, code and configuration for your environment.

11.2 I remain the owner of what I already had or create for general use, such as templates, scripts, modules, methods and my knowledge and experience. If such material is part of what I deliver, you receive a non-exclusive, unlimited and free right to use it, adapt it and share it within your group, together with the rest of the result.

11.3 Open-source components remain under their own licence. I only mention your name as a reference or in a case on my website with your permission; without it, I only describe a project anonymously.

12. Confidentiality and personal data

12.1 Both parties keep the other party's confidential information secret and use it only for the assignment, during the assignment and for 5 years afterwards. This does not apply to information that is public, that a party already lawfully had, or that the law or a court requires to be disclosed.

12.2 If the assignment involves personal data you are responsible for, I process it as a processor under the GDPR and we conclude a data processing agreement. How I process my own client data is described in the privacy statement.

12.3 I share documents through the secure client portal or a channel you choose. I delete documents in the portal as soon as they are no longer needed, and at the latest 12 months after the end of the assignment.

13. Tools and AI

13.1 I may use tools to work faster and better, including AI assistants for code and documentation. I only use business services that do not use your data to train models, I never give them credentials, and I give them none of your personal data unless we agree so in writing. I review everything I deliver and remain responsible for it.

13.2 If you do not want me to use AI tools for your assignment, just let me know.

14. Liability

14.1 I am only liable for direct damage resulting from an error in carrying out the assignment. Not for indirect damage, such as loss of profit or revenue, loss of data you had no backup of, reputational damage or third-party claims, and not for outages or costs of AWS services and other third-party services.

14.2 My total liability is limited to the amount I invoiced for the assignment concerned in the 12 months before the event that caused the damage.

14.3 These limitations do not apply in case of intent, fraud or gross negligence, nor to damage from death or personal injury.

14.4 A claim for damages must be made in writing within 12 months after you knew or should have known of the damage.

15. Force majeure

15.1 Neither party is liable for a failure caused by force majeure: circumstances beyond its control that it could not reasonably foresee or prevent, such as a natural disaster, a pandemic, a major outage of the internet or of AWS, or illness or an accident of Ralph Klos. The affected party informs the other as soon as possible and we look for a solution together, such as an adjusted planning.

15.2 If the force majeure lasts longer than 30 days, either party may end the assignment in writing, without compensation. The work already done is invoiced.

16. Complaints

16.1 A complaint about an invoice must be made in writing, with reasons, within 15 days of the invoice date. A complaint about the work must be made as soon as possible, and at the latest within the periods of article 10. A complaint does not suspend payment of the undisputed part of an invoice.

17. Applicable law and disputes

17.1 These terms and every assignment are governed by Belgian law.

17.2 In case of a disagreement we first look for a solution together. If that fails, only the courts of the judicial district of Antwerp, Antwerp division, have jurisdiction, unless the law mandatorily designates another court.

18. Final provisions

18.1 If a provision of these terms is invalid, the others remain in force. We replace the invalid provision with a valid one that comes as close as possible to its purpose.

18.2 I may change these terms for new quotes. An ongoing assignment remains under the version you accepted, unless you agree to a new version. The version and date are shown at the top.

18.3 These terms exist in Dutch, English and French. In case of discrepancy, the Dutch text prevails.