



Terms & Conditions

Xpand-Net B.V.

EMEA

Last updated: June 1st. 2026

Engineering precision for mission-critical change.

Customer-facing legal terms for website use and website-initiated interactions.

Terms & Conditions

Xpand-Net BV | Last updated: JUNE-1ST-2026

Document purpose

These Terms & Conditions govern the use of the Xpand-Net website and any interactions initiated through it.

They may also apply to commercial engagements with Xpand-Net BV where they are expressly referenced in a written agreement, quotation, order confirmation, Statement of Work, Master Services Agreement, Service Order, or equivalent document.

Formal services, product supply, implementation work, validation, support, and managed services are delivered only under written agreements.

Xpand-Net operates in mission-critical environments where scope, precision, and defined responsibilities matter. These Terms are designed for clear customer-facing use while supporting the legal and operational requirements of Xpand-Net BV.

1. Introduction

Welcome to Xpand-Net BV, also referred to as “Xpand-Net”, “we”, “us”, or “our”.

These Terms & Conditions govern your use of our website and any website-initiated interaction with Xpand-Net BV. By accessing or using this website, you agree to be bound by these Terms. If you do not agree, you should not use this website.

In the event of conflict between these Terms and a signed written agreement, the signed written agreement takes precedence.

2. Business Customers

Xpand-Net provides services and products to business customers only.

The website, services, and commercial offerings are not intended for consumers. Unless explicitly agreed otherwise, Xpand-Net contracts on a business-to-business basis.

Nothing in these Terms excludes or limits rights that cannot legally be excluded under mandatory applicable law.

3. Website Purpose

This website provides information about Xpand-Net’s capabilities, services, solutions, and areas of expertise in networking, security, infrastructure transformation, and managed operations.

All content is provided for informational purposes only and does not constitute:

- A binding offer
- A contractual commitment
- Professional advice
- Implementation guidance
- A security recommendation for a specific production environment

A formal written agreement is required before any services, products, implementation work, validation, support, or managed operations are delivered.

4. Professional Services

Xpand-Net delivers professional services in mission-critical environments where scope, precision, and defined responsibilities are essential.

All services are governed exclusively by written agreements, including, where applicable:

- Statements of Work
- Master Services Agreements
- Service Orders
- Project agreements
- Support agreements
- Managed service agreements
- Equivalent written agreements

These agreements define, as relevant:

- Scope of work
- Deliverables
- Responsibilities
- Assumptions and dependencies
- Timelines
- Acceptance criteria
- Commercial terms
- Support levels
- Security and compliance responsibilities

Nothing on this website creates an obligation for Xpand-Net to provide services.

5. Product Sales and Value-Added Reseller Activities

Xpand-Net may provide third-party products, technologies, or subscriptions as part of its value-added reseller activities.

These may include:

- Hardware
- Software licenses
- SaaS subscriptions
- Support subscriptions
- Vendor services
- Maintenance renewals

All third-party products and technologies are subject to the applicable vendor terms, licensing rules, warranty terms, support conditions, end-user license agreements, and usage restrictions.

Xpand-Net does not modify vendor warranties and is not responsible for third-party product performance, availability, roadmap changes, licensing restrictions, or vendor support decisions, except where explicitly agreed in writing.

Customers are responsible for ensuring that their use of third-party products complies with applicable vendor terms, regulatory obligations, and internal governance requirements.

6. Orders and Acceptance

All orders are subject to written acceptance by Xpand-Net.

An order is not binding on Xpand-Net until confirmed in writing by Xpand-Net or incorporated into an agreed Statement of Work, Service Order, quotation acceptance, purchase order acceptance, or equivalent written confirmation.

Xpand-Net reserves the right to reject, amend, or cancel orders where there is a valid reason, including:

- Supplier changes
- Vendor availability issues
- Currency fluctuations
- Pricing errors
- Licensing restrictions
- Export control concerns
- Credit risk
- Compliance requirements
- Material changes in scope or assumptions

Where pricing or delivery conditions change due to supplier or vendor changes, Xpand-Net will inform the customer as soon as reasonably practical.

7. Pricing, VAT and Taxes

Unless expressly stated otherwise, all prices are exclusive of VAT, sales tax, duties, levies, customs charges, import costs, and any other applicable taxes or charges.

VAT will be applied in accordance with applicable EU, Dutch, and local tax rules.

Customers must provide valid VAT identification details where applicable.

Where a reverse-charge mechanism applies, the customer is responsible for accounting for VAT in accordance with applicable law.

The customer is responsible for all taxes, duties, customs costs, import charges, regulatory fees, and similar costs related to the purchase, delivery, or use of products or services, unless expressly agreed otherwise in writing.

8. Delivery, Risk and Title

Delivery dates and timelines are estimates unless expressly agreed in writing as binding.

Risk in products transfers in accordance with the agreed delivery terms, including any agreed Incoterms where applicable. If no specific Incoterms or delivery terms are agreed, risk transfers upon delivery to the customer, carrier, or delivery location specified in the relevant order or agreement.

Ownership of products remains with Xpand-Net, the vendor, or the applicable supplier until full payment has been received, where permitted by applicable law and vendor terms.

Customers are responsible for:

- Import duties
- Customs clearance
- Local regulatory approvals
- Site readiness
- Access requirements
- Internal approvals
- Deployment prerequisites
- Compliance with applicable laws and vendor restrictions

9. Returns and Cancellations

Returns, cancellations, and amendments are subject to prior written approval by Xpand-Net and may also be subject to vendor approval.

Hardware returns may be subject to vendor return policies, unopened-box requirements, restocking conditions, inspection requirements, or restocking fees.

Software, licenses, SaaS subscriptions, maintenance renewals, support subscriptions, and custom-ordered products are generally non-refundable once ordered, activated, delivered, or made available, unless the applicable vendor terms state otherwise or mandatory law requires otherwise.

Xpand-Net reserves the right to apply cancellation, restocking, administrative, or supplier recovery fees where costs have already been incurred.

10. Payment Terms

Unless otherwise agreed in writing, payment terms are 30 days from invoice date.

Late payment may result in:

- Suspension of services
- Suspension of delivery
- Suspension of support
- Delay in project timelines
- Interest and recovery costs as permitted by applicable law
- Withholding of further work until overdue amounts are paid

Xpand-Net may require prepayment, staged payments, credit checks, or payment security for specific orders, projects, or customers.

Disputed invoice amounts must be notified in writing within a reasonable period. Undisputed amounts remain payable by the due date.

11. No Reliance on Website Content

While Xpand-Net aims to provide accurate and relevant information, the website should not be relied upon for:

- Production configurations
- Architectural decisions
- Security implementation
- Operational changes

- Compliance decisions
- Vendor licensing decisions
- Migration planning
- Incident response decisions

Any use of information from the website is at your own risk. Formal engagement is required for validated guidance, implementation advice, production recommendations, or operational decision-making.

12. Third-Party Technologies

Xpand-Net works with a range of third-party technologies, vendors, platforms, and partner ecosystems.

Xpand-Net is not responsible for:

- Vendor outages
- Vendor performance issues
- Product limitations
- Licensing restrictions
- Vendor roadmap changes
- End-of-sale or end-of-life decisions
- Third-party security vulnerabilities
- Third-party support delays
- Vendor pricing changes
- Availability of third-party products or services

Any use of third-party technology is subject to the respective vendor's terms and conditions.

13. Acceptable Use

You agree not to:

- Use the website for unlawful purposes
- Attempt unauthorized access to systems, accounts, or data
- Interfere with the operation, availability, or security of the website
- Upload malicious code, scripts, malware, or harmful content
- Attempt to scan, probe, or test the website without authorization
- Misrepresent your identity or affiliation
- Use website forms for spam, phishing, or abusive communication

Xpand-Net reserves the right to restrict, block, or terminate access where misuse is detected or reasonably suspected.

14. Intellectual Property

All content on this website, including text, designs, diagrams, methodologies, documents, images, branding, logos, materials, service descriptions, and visual assets, is the property of Xpand-Net or its licensors.

You may use website content for informational purposes only.

You may not reproduce, distribute, modify, sell, publish, copy, reuse, or create derivative works from Xpand-Net content without prior written consent.

All trademarks, product names, vendor names, and third-party marks remain the property of their

15. Confidentiality

Information submitted through this website is not considered confidential unless explicitly agreed in writing.

If confidentiality is required, it must be established through a formal Non-Disclosure Agreement, written confidentiality clause, or equivalent written agreement.

Customers should not submit sensitive technical, security, personal, confidential, or regulated information through general website forms unless a secure and agreed process has been established.

16. Data Protection and GDPR

Xpand-Net processes personal data in accordance with applicable data protection laws, including the General Data Protection Regulation where applicable.

For general website use, Xpand-Net may process personal data as described in its Privacy Policy.

Where Xpand-Net processes personal data on behalf of a customer, the parties will determine whether Xpand-Net acts as processor, sub-processor, controller, or independent controller for the relevant processing activity.

Where required, a Data Processing Agreement must be agreed between the parties before processing begins.

Customers remain responsible for their own data protection compliance, including lawful basis, data minimization, data subject rights, retention requirements, security obligations, and any required instructions to processors.

Where international transfers of personal data are involved, the parties will apply appropriate safeguards where required by applicable law.

17. Disclaimers

This website and its content are provided “as is” and “as available”.

To the fullest extent permitted by applicable law, Xpand-Net makes no warranties, express or implied, including warranties relating to:

- Accuracy
- Completeness
- Availability
- Uninterrupted access
- Fitness for a particular purpose
- Suitability for specific technical environments
- Freedom from errors
- Freedom from security vulnerabilities

Nothing on the website should be treated as a guarantee of outcome, security posture, operational availability, compliance status, or technical suitability.

18. Limitation of Liability

To the fullest extent permitted by applicable law, Xpand-Net shall not be liable for:

- Indirect damages
- Consequential damages
- Loss of profit
- Loss of revenue
- Loss of business opportunity
- Loss of goodwill
- Loss of data
- Business interruption
- Loss arising from third-party products, services, or platforms
- Loss arising from customer configurations, customer systems, or customer-controlled environments Where liability applies, Xpand-Net's total liability is limited to the fees paid by the customer to Xpand-Net under the specific agreement, order, or service giving rise to the claim during the period agreed in the applicable written agreement. If no such period is agreed, liability is limited to the fees paid for the relevant service or product directly giving rise to the claim.

Nothing in these Terms excludes or limits liability where such exclusion or limitation is not permitted under applicable law, including liability for intent, willful misconduct, or any other liability that cannot legally be excluded.

19. Security and Compliance

Xpand-Net follows industry best practices when delivering services.

However:

- No system, product, configuration, or solution can be guaranteed to be fully secure
- Threat environments change continuously
- Vendor platforms may contain vulnerabilities
- Security outcomes depend on customer environments, configurations, governance, and operational behavior

Customers remain responsible for their own configurations, access controls, regulatory compliance, security posture, internal policies, user management, data governance, and ongoing operational controls, unless explicitly agreed otherwise in writing.

20. Service Suspension

Xpand-Net may suspend or terminate services, delivery, support, or access under applicable agreements in cases including:

- Non-payment
- Material breach of agreement
- Misuse of services
- Security risk
- Legal or regulatory requirement
- Vendor restriction
- Export control concern
- Failure to meet customer dependencies
- Conduct that creates risk to Xpand-Net, vendors, partners, or other customers

Where reasonably practical, Xpand-Net will provide notice before suspension, unless immediate action is required for security, legal, compliance, or operational reasons.

21. Force Majeure

Xpand-Net shall not be liable for delays, failures, or non-performance caused by events beyond its reasonable control.

Such events may include:

- Natural disasters
- War or civil unrest
- Terrorism
- Strikes or labor disputes
- Pandemics or public health restrictions
- Government actions
- Power failures
- Internet or telecommunications failures
- Supplier or vendor failures
- Cloud or hosting provider outages
- Cyberattacks
- Transport or logistics disruption
- Export control restrictions
- Other events beyond reasonable control

Obligations affected by force majeure are suspended for the duration of the relevant event.

22. Export Compliance and Sanctions

Customers must comply with all applicable export control laws, sanctions regulations, trade restrictions, and licensing requirements.

This includes, where applicable, laws and regulations of the European Union, the Netherlands, the United States, the United Kingdom, and any other relevant jurisdiction.

Customers may not use, export, re-export, transfer, or make available any products, software, services, or technical information in violation of applicable export control or sanctions laws.

Xpand-Net may refuse, suspend, or cancel any transaction where it reasonably believes export control, sanctions, or trade compliance risks apply.

23. Changes to Terms

Xpand-Net may update these Terms & Conditions from time to time.

Updates will be posted on this page with a revised “Last updated” date.

Changes apply to website use from the date of publication. For signed commercial agreements, changes apply only where permitted by the relevant agreement or where expressly agreed between the parties.

Continued use of the website after publication of updated Terms constitutes acceptance of those updated Terms.

24. Governing Law and Jurisdiction

These Terms are governed by the laws of The Netherlands.

Any disputes arising from or relating to these Terms, the website, or any agreement incorporating these Terms shall be submitted to the competent courts of the Netherlands, unless mandatory applicable law requires otherwise or the relevant written agreement states otherwise.

25. Contact Information

Xpand-Net BV
W.M. Dudokweg 49, unit 205
1703 DA Heerhugowaard
The Netherlands
info@xpand-net.com
<https://xpand-net.com>

26. Enterprise Engagement Statement

Xpand-Net operates in mission-critical environments where failure is not an option.

Accordingly:

- All work must be defined, scoped, and agreed in writing
- Website content is not a substitute for professional services
- Execution, validation, and delivery are performed only under formal agreements
- Customer responsibilities, dependencies, and approval points must be clear before work begins
- Production change requires agreed scope, method, ownership, and rollback logic

27. Entire Agreement

These Terms apply to website use and to commercial engagements only where expressly incorporated.

All commercial engagements are governed by the relevant signed agreement, Statement of Work, Master Services Agreement, Service Order, quotation, order confirmation, or equivalent document.

Where these Terms are incorporated into a commercial engagement, they apply alongside the relevant written agreement. If there is any conflict, the signed written agreement takes precedence.

Engagement Principle

All work must be defined, scoped, and agreed in writing.

Website content is not a substitute for professional services.

Execution, validation, and delivery are performed only under formal agreements.