Terms and Conditions – IMeTech Engineering

Article 1 – Definitions

1.1. Contractor: IMeTech Engineering, established in Aalten, registered with the Chamber of Commerce under number 97538612.

1.2. Client: The natural or legal person who enters into an agreement with Contractor.

1.3. Agreement: The written or verbal arrangement between Contractor and Client regarding the delivery of services and/or products.

1.4. Consumer: A Client who is a natural person not acting in the course of a profession or business.

1.5. Result: All items and materials developed or delivered by Contractor under the Agreement, including designs, schematics, PCB layouts, CAD models, software, firmware, prototypes, documentation and advice.

Article 2 – Applicability

2.1. These terms and conditions apply to all quotations, orders and agreements between Contractor and Client, unless otherwise agreed in writing.

2.2. Deviations from these terms are only valid if they have been expressly agreed in writing.

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

2.4. In the event of any discrepancy between the Dutch text of these terms and a translation thereof, the Dutch text shall prevail.

Article 3 – Quotations and conclusion of agreement

3.1. All quotations from Contractor are non-binding and valid for 30 days, unless otherwise stated.

3.2. An agreement is concluded when Client agrees to the quotation in writing or verbally, or when Contractor begins executing the work.

Article 4 – Execution of the assignment

4.1. The Contractor shall perform the assignment to the best of its knowledge and ability, in accordance with the requirements of good workmanship and on the basis of a best efforts obligation. The Contractor does not guarantee that the result will be free of errors or suitable in all respects for the use intended by the Client, unless expressly agreed otherwise in writing.

4.2. The Client shall ensure the timely delivery of all necessary data and materials.

4.3. If, during the execution of the assignment, it appears that it is necessary for the proper execution to change or supplement the work, the parties shall amend the agreement in a timely manner and in mutual consultation. Such additional work will be invoiced at the Contractor's rates applicable at that time. The Contractor will inform the Client in advance of the consequences for price and planning.

4.4. The Contractor is entitled to have certain work carried out by third parties, such as PCB manufacturers, assembly companies and other suppliers. The Contractor shall not be liable for shortcomings of these third parties beyond the extent to which it can recover the damage from them.

Article 5 – Prototypes, series production and product responsibility

5.1. Unless expressly agreed otherwise in writing, the Contractor's activities relate to the development and testing of prototypes and/or small initial series.

5.2. The Client is responsible for assessing whether a design or prototype is suitable for large-scale (series) production and for carrying out additional validation and testing procedures prior to series production.

5.3. Any follow-up work relating to series production, upscaling, certification, or further optimization will only be carried out on the basis of a new, separate agreement.

5.4. A Client who places on the market, puts into service or supplies to third parties a product based wholly or partly on the Result shall be regarded as the manufacturer of that product. The Client is solely responsible for CE marking, compliance with applicable laws and regulations (including those relating to product safety, electromagnetic compatibility and radio equipment), certification and the safety of the product for end users, unless expressly agreed otherwise in writing.

Article 6 – Software and firmware

6.1. Software and firmware developed by the Contractor are delivered in the condition they are in at the time of delivery. The Contractor does not guarantee that the software or firmware will operate without errors or interruptions.

6.2. The Contractor is not liable for defects or damage resulting from use outside the agreed specifications, modifications by the Client or third parties, combination with hardware or software not supplied by the Contractor, or failure to install updates made available by the Contractor.

6.3. Maintenance, updates and support after delivery are not part of the assignment, unless otherwise agreed in writing.

6.4. Insofar as the Result contains open source software or third-party software, such as development environments, libraries and frameworks, the associated licence terms apply to those components. The Client shall comply with those licence terms.

Article 7 – Delivery, completion and acceptance

7.1. Stated terms for delivery or completion are indicative and never fatal terms.

7.2. Exceeding a term does not give Client the right to compensation, dissolution of the agreement or suspension of any obligation towards Contractor.

7.3. A (partial) result is deemed accepted when the Client approves it in writing, when 14 days have passed after delivery without the Client having rejected it in writing stating reasons, or when the Client puts it into use or into production, whichever occurs first.

7.4. Minor defects that do not materially impede use shall not prevent acceptance. The Contractor will remedy these within a reasonable period.

7.5. The Client must report defects or errors in the Result or in the work performed to the Contractor in writing within 14 days of discovery, but no later than 60 days after delivery of the relevant (partial) result. After these periods have expired, any right to repair, replacement, or compensation in connection with those defects or errors will lapse.

Article 8 – Payment

8.1. The payment term is 14 days after invoice date, unless otherwise agreed in writing.

8.2. For assignments at a fixed price, invoicing shall take place according to the following schedule, unless otherwise agreed:
- 30% of the agreed amount upon confirmation of the assignment;
- 70% of the agreed amount after completion of the assignment.

8.3. For assignments on a time and materials basis, the hours spent and costs incurred are invoiced monthly in arrears.

8.4. Materials, components, printed circuit boards and other purchases for the assignment may be invoiced to the Client upon ordering.

8.5. In case of late payment, Client is legally in default and owes a late payment interest of 1% per month, as well as extrajudicial collection costs of 15% of the invoice amount with a minimum of €75.

8.6. Contractor is entitled to suspend execution of the assignment until full payment has been made.

8.7. All items delivered by the Contractor, including prototypes, printed circuit boards and (small) series, remain the property of the Contractor until the Client has fully met all its payment obligations under the Agreement.

Article 9 – Cancellation and early termination

9.1. If the Client cancels the assignment in whole or in part, or terminates the Agreement prematurely, the Client shall owe:
- the hours spent and costs incurred up to that moment;
- the costs of materials, components and printed circuit boards already ordered or purchased, and of obligations towards suppliers that can no longer be cancelled;
- a fee of 10% of the part of the agreed contract price not yet performed.

9.2. Materials already ordered will be made available to the Client after full payment.

9.3. The Contractor is entitled to dissolve the Agreement with immediate effect if the Client is declared bankrupt, applies for a suspension of payments, or fails to fulfil its obligations after written notice of default.

Article 10 – Liability and indemnification

10.1. The Contractor shall only be liable for damage that is the direct and immediate consequence of a shortcoming in the performance of the agreement that can be attributed to the Contractor.

10.2. The Contractor's liability is limited to the amount paid out in the relevant case under the Contractor's liability insurance, plus the amount of the deductible borne by the Contractor under that insurance. If, for whatever reason, the insurer does not pay out, the Contractor's liability per event (whereby a series of related events counts as one event) is limited to the amount paid or owed by the Client for the assignment in question, excluding VAT. For assignments on a time and materials basis or with a duration of more than six months, liability is in that case limited to the amount paid or owed by the Client in the six months preceding the event causing the damage, excluding VAT. In that case, liability is limited to a maximum of €10,000.

10.3. The Contractor shall never be liable for indirect damage and consequential damage, including but not limited to lost profit, lost savings, reduced goodwill, damage due to

business interruption, damage resulting from claims by the Client's customers, and damage related to the use or inability to use products, prototypes, or (partial) results in series production.

10.4. The limitations of liability in this article do not apply to damage resulting from intent or deliberate recklessness on the part of the Contractor.

10.5. Any claim for compensation shall lapse if the Client has not submitted a written claim to the Contractor within two years of the date on which it became aware of the damage and the party that may be liable for it.

10.6. The Client indemnifies the Contractor against all claims by third parties, including the Client's customers and end users, relating to products that the Client manufactures, places on the market or supplies to third parties on the basis of the Result, unless the damage results from intent or deliberate recklessness on the part of the Contractor.

10.7. The Client indemnifies the Contractor against claims by third parties for infringement of intellectual property rights in data, designs or materials provided by the Client.

Article 11 – Intellectual property

11.1. All intellectual property rights to the Result and to materials developed or made available by Contractor rest with Contractor, unless otherwise agreed in writing.

11.2. After full payment, the Client acquires a non-exclusive right to use the Result for the agreed purpose. If the assignment concerns the development of a product, this right of use also includes producing (or having produced), selling and maintaining that product, including in series. The right of use is only transferable together with the product concerned or the Client's business.

11.3. The Client is not permitted to reproduce, publish, exploit or use the Result for other products beyond the provisions of clause 11.2 without prior written consent from the Contractor.

11.4. The Contractor retains the right to use its own background knowledge, general design principles, reusable software components and the knowledge gained during the assignment for other purposes, provided that no confidential information of the Client is used.

Article 12 – Confidentiality

12.1. Parties are obliged to maintain confidentiality of all confidential information they have obtained from each other or from other sources in the context of the agreement.

12.2. Information is considered confidential if this has been communicated by the other party or if this follows from the nature of the information.

Article 13 – Privacy and data protection

13.1. Contractor processes personal data only in accordance with applicable legislation (GDPR). Data is used exclusively for communication, executing agreements and handling any claims or disputes. Personal data is not shared with third parties, unless legally required, necessary for executing the agreement, or necessary for handling a (threatened) claim or dispute, such as sharing with the Contractor's insurer, legal expenses insurer, legal adviser or accountant.

13.2. If the Contractor processes personal data on behalf of the Client in the course of the assignment, for example in software, servers or devices developed or managed by the

Contractor, the Contractor acts as a processor within the meaning of the GDPR and the parties shall enter into a data processing agreement. In that case, the Client remains the controller.

13.3. Further information about the processing of personal data, the publication of reviews and the use of cookies can be found in the Contractor's privacy policy, as published on the website.

Article 14 – References and publications

14.1. The Contractor is entitled to use the work performed and the (partial) results created within the framework of the agreement, including images, descriptions and technical specifications of the project, for its own promotion and publicity purposes, including but not limited to the Contractor's portfolio, website, quotations, publications and social media channels.

14.2. The Contractor is entitled to use the Client's trade name and logo within the framework of the provisions of clause 14.1, for example by mentioning the Client as a reference and/or placing the logo on photos, images or other communications, provided this is done in a careful and professional manner and with due regard for the reasonable interests and reputation of the Client.

14.3. If the Client has compelling objections to a specific communication or publication, the Client must notify the Contractor of this in writing and with reasons. In that case, the Contractor will, within reason, adjust or remove the relevant communication, insofar as this can reasonably be required of the Contractor and does not cause disproportionate damage to the Contractor's business operations.

14.4. The provisions of this article do not affect the Contractor's obligations under Article 12 (Confidentiality). Confidential information of the Client, such as trade secrets, sensitive technical details or information designated as confidential, will not be published without the Client's prior consent.

14.5. If a separate non-disclosure agreement (NDA) or an explicit arrangement on publication restrictions has been agreed between the parties, the provisions thereof shall prevail over this article.

Article 15 – Force majeure

15.1. Force majeure means any circumstance independent of Contractor's will, which prevents the fulfillment of their obligations towards Client wholly or partially, or which cannot reasonably be expected from Contractor. This includes in any case illness or incapacity for work of the Contractor, scarcity or late delivery of components and materials, shortcomings of suppliers, transport problems, failures of electricity, internet or telecommunications, and government measures.

15.2. In case of force majeure, Contractor's obligations are suspended for the duration of the force majeure situation.

15.3. If the force majeure situation lasts longer than 60 days, both parties are entitled to dissolve the Agreement in writing, without any obligation to pay compensation. In that case, work already performed and costs incurred will be invoiced pro rata.

Article 16 – Complaints and disputes

16.1. If a report as referred to in clause 7.5 is justified, Contractor will still perform the work as agreed, unless this has meanwhile become demonstrably pointless for Client.
16.2. Dutch law applies to all agreements between Contractor and Client.
16.3. Disputes will be submitted to the competent court in the district where Contractor is established.

Article 17 – Consumers

17.1. If the Client is a Consumer, these terms apply insofar as they do not conflict with mandatory provisions for the protection of consumers. In that case, those provisions shall prevail.
17.2. With respect to a Consumer, the late payment interest is the statutory interest rate, and extrajudicial collection costs are only charged after a free reminder with a payment term of 14 days, in accordance with the Dutch Extrajudicial Collection Costs Decree.
17.3. The fee of 10% of the part of the contract price not yet performed, referred to in clause 9.1, does not apply to a Consumer.
17.4. Within one month after the Contractor has invoked clause 16.3 in writing, a Consumer may choose to have the dispute settled by the court that is competent by law.
17.5. If the Contractor amends these terms during an ongoing agreement, a Consumer has the right to dissolve that agreement as of the date on which the amendment takes effect.

Article 18 – Final provisions

18.1. Contractor is entitled to change these terms and conditions. Amended terms apply to new quotations and agreements from the date of publication. They apply to ongoing agreements from 30 days after written notification to the Client, unless the Client objects in writing within that period. In that case, the previous terms remain applicable to that agreement.
18.2. If a provision of these terms and conditions proves to be void, this does not affect the validity of the other provisions.