

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.

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.

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.

Article 5 – Prototypes and series production

- 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.

Article 6 – Delivery and completion

- 6.1. Stated terms for delivery or completion are indicative and never fatal terms.
- 6.2. Exceeding a term does not give Client the right to compensation, dissolution of the agreement or suspension of any obligation towards Contractor.
- 6.3. The Client must report visible defects or errors 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 7 – Payment

- 7.1. The payment term is 14 days after invoice date, unless otherwise agreed in writing.
- 7.2. 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.
- 7.3. 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.
- 7.4. Contractor is entitled to suspend execution of the assignment until full payment has been made.

Article 8 – Liability

- 8.1. 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.
- 8.2. 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, with an absolute maximum of €10,000.
- 8.3. 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.
- 8.4. The limitations of liability in this article do not apply to damage resulting from intent or deliberate recklessness on the part of the Contractor.
- 8.5. 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.

Article 9 – Intellectual property

- 9.1. All intellectual property rights to materials developed or made available by Contractor rest with Contractor, unless otherwise agreed in writing.
- 9.2. Client only acquires a non-exclusive and non-transferable right of use for the agreed purpose.
- 9.3. Client is not permitted to reproduce, publish or exploit the materials without prior written consent from Contractor.

Article 10 – Confidentiality

- 10.1. 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.
- 10.2. Information is considered confidential if this has been communicated by the other party or if this follows from the nature of the information.

Article 11 – Privacy and data protection

- 11.1. Contractor processes personal data only in accordance with applicable legislation (GDPR). Data is used exclusively for communication and executing agreements. Personal data is not shared with third parties, unless legally required or necessary for executing the agreement.
- 11.2. When the Client or a third party submits a review via the Contractor's website form, explicit consent is requested for the publication of this review on the Contractor's website and/or social media channels. This consent, including the response, date, and time of submission, is stored by the Contractor as proof of approval. The Client may withdraw this consent at any time, after which the review will be removed from the aforementioned channels as soon as possible. Withdrawal of consent does not have retroactive effect for publications already made.
- 11.3. The Contractor's website uses cookies, including functional and analytical cookies. These cookies are used to improve the functioning of the website and to keep statistics. Where legally required, cookies will only be placed after the visitor's consent. Further information about the use of cookies and the processing of personal data can be found in the Contractor's privacy policy.

Article 12 – References and publications

- 12.1. 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.
- 12.2. The Contractor is entitled to use the Client's trade name and logo within the framework of the provisions of clause 12.1, 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.
- 12.3. 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.
- 12.4. The provisions of this article do not affect the Contractor's obligations under Article 10 (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.
- 12.5. 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 13 – Force majeure

- 13.1. 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.
- 13.2. In case of force majeure, Contractor's obligations are suspended for the duration of the force majeure situation.

Article 14 – Complaints and disputes

- 14.1. Complaints about the work performed must be reported in writing to Contractor by Client within 14 days after discovery, but at the latest within 60 days after completion of the relevant work, on pain of forfeiture of rights.
- 14.2. If a complaint is justified, Contractor will still perform the work as agreed, unless this has meanwhile become demonstrably pointless for Client.
- 14.3. Dutch law applies to all agreements between Contractor and Client.
- 14.4. Disputes will be submitted to the competent court in the district where Contractor is established.

Article 15 – Final provisions

- 15.1. Contractor is entitled to change these terms and conditions. The changed terms take effect when they are communicated to Client.
- 15.2. If a provision of these terms and conditions proves to be void, this does not affect the validity of the other provisions.