

General Terms and Conditions Spits Technologies B.V.

Article 1. Definitions

- 1.1. *General Terms and Conditions*: these General Terms and Conditions.
- 1.2. *Spits Technologies B.V.*: the company located at Lieshoutseweg 58C, 5491RR, Sint Oedenrode, registered with the Dutch Chamber of Commerce under number 84756837.
- 1.3. *Service(s)*: services as described in the Agreement.
- 1.4. *Products*: all products as described in the Agreement.
- 1.5. *Intellectual Property Rights*: rights of intellectual property, including but not limited to copyrights (including software copyrights), database rights, domain names, trade name rights, trademark rights, design rights, neighboring rights, patent rights, and rights to know-how.
- 1.6. *Quotation*: a written offer from Spits Technologies B.V.
- 1.7. *Client*: the natural or legal person, whether acting in the course of a profession or business, who enters into an Agreement with Spits Technologies B.V.
- 1.8. *Delivery*: occurs after approval by the Client, after the Client has put the Products or Services into use, or upon notification to the Client, if the Client does not respond within 7 days.
- 1.9. *Agreement*: the contract between the Parties under which Spits Technologies B.V. supplies its Products and Services to the Client, of which these General Terms and Conditions form an inseparable part.
- 1.10. *Party/Parties*: Spits Technologies B.V. and the Client, individually or collectively.
- 1.11. *Confidential Information*: non-public information related to a Party, or information that a Party designates as confidential, or which by its nature or the circumstances of disclosure should reasonably be treated as confidential.
- 1.12. *Employee*: a person employed by one of the Parties, or performing work for the Party on a contractual basis.
- 1.13. *Business Client*: a Client acting in the course of a profession or business.

Article 2. Applicability and Interpretation

- 2.1. These General Terms and Conditions apply to and form part of every (legal) act relating to the preparation, conclusion, or execution of the Agreement. They also apply to any subsequent Agreements between the Client and Spits Technologies B.V., provided the Client accepted their applicability in earlier Agreements.
- 2.2. The applicability of any purchase or other conditions of the Client is expressly excluded.
- 2.3. Provisions or conditions set by the Client that deviate from, or are not included in, these General Terms and Conditions shall only apply to the Agreement if the Parties expressly agree in writing.
- 2.4. If specific product, promotion, or service conditions also apply alongside these General Terms and Conditions, such conditions shall likewise apply.

Article 3. Formation of the Agreement

- 3.1. All Quotations and other offers from Spits Technologies B.V. are without obligation and valid for 30 days.
- 3.2. The Agreement is concluded at the moment the Client accepts the Quotation from Spits Technologies B.V. and meets any conditions set therein.
- 3.3. An offer is deemed accepted if the Agreement is executed without objection. Acceptance may be given orally or in writing.

Article 4. Execution of the Agreement

- 4.1. Spits Technologies B.V. shall commence execution after the Agreement is concluded, on the date or at the time agreed in the Agreement. If no date is agreed, execution shall begin immediately.
- 4.2. If delivery cannot occur within the agreed timeframe, Spits Technologies B.V. shall inform the Client. A Business Client is deemed to accept a new delivery date.
- 4.3. The Client acknowledges that they have no authority to instruct Spits Technologies B.V. regarding the Products or Services delivered under the Agreement.
- 4.4. The Client shall do and refrain from doing all that is reasonably necessary to enable timely and proper execution of the Agreement. In particular, the Client shall ensure that all data deemed necessary by Spits Technologies B.V., or which the Client should reasonably understand to be necessary, is provided in a timely manner.

4.5. Where proper execution requires, Spits Technologies B.V. may involve third parties in performing the Agreement. These General Terms and Conditions also apply to the work performed by such third parties. Third parties have no authority to represent Spits Technologies B.V.

4.6. Spits Technologies B.V. is not obliged to use third parties designated by the Client. The Client is responsible for goods required for the execution of the Agreement if prescribed by the Client or a Client-designated supplier, including late or non-delivery.

Article 5. Duration and Termination of the Agreement

5.1. The duration of the Agreement is set in the Agreement. If no duration is specified, the Agreement shall continue indefinitely until terminated.

5.2. A Business Client may terminate the Agreement early, with one month's notice.

5.3. Upon termination, the Client shall pay the full amount, less savings resulting for Spits Technologies B.V. from the termination. Spits Technologies B.V. shall deliver completed work. If the price depends on actual costs incurred by Spits Technologies B.V., the amount payable by the Client shall be based on costs incurred, work performed, and the profit Spits Technologies B.V. would have earned on the entire work. Amounts due remain payable after termination and are immediately due from the termination date.

5.4. Spits Technologies B.V. may suspend or terminate the Agreement at any time if:

- The Client is declared bankrupt;
- The Client is granted suspension of payments;
- The Client's company is dissolved or liquidated.

5.5. Obligations that by their nature are intended to continue after termination of the Agreement remain in effect and apply to the Client and its legal successors.

Article 6. Price and Payment

6.1. The Client shall pay Spits Technologies B.V. the amount specified in the Agreement. All prices quoted by Spits Technologies B.V. are in euros. In some cases, a deposit is required, the amount of which will be stated in the Agreement.

6.2. All prices quoted by Spits Technologies B.V. are exclusive of VAT and other government-imposed charges, unless stated otherwise.

6.3. Payment for each invoice is due within 14 days.

6.4. If a price is based on information provided by the Client and such information proves to be incorrect, Spits Technologies B.V. has the right to adjust the price accordingly, even after the Agreement has been concluded.

6.5. If the Client fails to meet any payment obligations on time, Spits Technologies B.V. will notify the Client of the late payment. After such notification, the Client shall have 14 days to fulfill their payment obligations.

6.6. In the event of late payment, the Client shall, in addition to the outstanding amount and statutory interest, reimburse all extrajudicial and judicial collection costs, including costs for lawyers, legal advisors, bailiffs, and collection agencies.

6.7. Within the bounds of the law, Spits Technologies B.V. may verify whether the Client can fulfill their payment obligations and assess all relevant facts and circumstances before entering into the Agreement. If Spits Technologies B.V. has reasonable grounds based on this assessment, it is entitled to refuse an order or request, or to attach special conditions to its performance, such as requiring advance payment.

Article 7. Obligations of the Client

7.1. The Client shall ensure that all (technical) information, decisions, and data deemed necessary for the execution of the Agreement are provided to Spits Technologies B.V. in a timely manner. The Client is responsible for the accuracy and completeness of this information. This includes, but is not limited to, compliance with permit applications and other legal requirements.

Article 8. Additional Work

8.1. Any changes to the execution of the Agreement, whether at the request of the Client or due to circumstances requiring a different execution, shall be considered additional work if they incur extra costs. These General Terms and Conditions shall apply to additional work.

8.2. If additional work is carried out at the request or with the consent of the Client, it shall be reimbursed by the Client. Spits Technologies B.V. may refuse such a request or enter into negotiations regarding it.

8.3. The Client acknowledges that additional work may cause delays in the delivery of Products and Services, even if a delivery date has been agreed. The Client shall not be entitled to any compensation for such delays.

8.4. The occurrence of additional work during the execution of the Agreement shall not constitute grounds for termination or cancellation of the Agreement by the Client.

8.5. Cost-increasing circumstances not attributable to Spits Technologies B.V. shall be treated as additional work. Spits Technologies B.V. shall notify the Client as soon as possible.

Article 9. Delivery and Delivery Time

9.1. Delivery times quoted by Spits Technologies B.V. are indicative and shall not be considered strict deadlines unless expressly agreed in writing by the Parties.

9.2. Spits Technologies B.V. reserves the right, where possible, to deliver the required goods and equipment to the Client. Delivered equipment and goods may be stored at the Client's expense and risk.

9.3. Spits Technologies B.V. retains ownership of all Products until the Client has fulfilled all payment obligations towards Spits Technologies B.V., including amounts owed due to any breach of contract.

Article 10. Warranty

10.1. Spits Technologies B.V. warrants that the Services provided and any (resulting) Products or outcomes comply with the Agreement, the specifications stated in the offer, reasonable standards of quality and/or usability, and the statutory provisions and/or governmental regulations in force at the date of the Agreement.

10.2. The Client may invoke this warranty if a defect is noticed within three (3) months after Delivery and the complaint is reported immediately after discovery, and if the complaint is deemed valid by Spits Technologies B.V. Spits Technologies B.V. shall provide an appropriate remedy, either by repair or reimbursement, up to a maximum of the amount paid by the Client for the relevant part of the Agreement.

10.3. Any warranty provided by Spits Technologies B.V., the manufacturer, or the importer does not affect the statutory rights and claims that the Client may have under the Agreement.

10.4. The warranty shall lapse if it is found that the Client did not follow the advice of Spits Technologies B.V. or failed to comply with the instructions for use.

Article 11. Intellectual Property Rights

11.1. Intellectual Property Rights, including but not limited to all images, drawings, (technical) descriptions, and advice provided by Spits Technologies B.V. to the Client, remain the property of Spits Technologies B.V.

11.2. The Client shall not engage in any actions that may infringe the Intellectual Property Rights of Spits Technologies B.V. and/or its licensors, including but not limited to the unauthorized disclosure or reproduction, in whole or in part, of the materials referred to in the previous clause. The Client acknowledges and agrees that any unauthorized use or action constitutes a breach of the Agreement and applicable law.

Article 12. Confidentiality

12.1. The Parties shall treat as confidential any information exchanged before, during, or after the performance of the Agreement if such information can reasonably be considered confidential, or if it has been explicitly marked as confidential by either Party. This obligation shall also extend to their employees and any third parties engaged by them for the performance of the Agreement.

12.2. The obligation of confidentiality shall continue even after termination of the Agreement, for whatever reason, for as long as the disclosing Party can reasonably claim the information to be of a confidential nature.

Article 13. Liability

13.1. The limitations of liability set out in this Agreement shall not apply if and to the extent that the damage results from intent or deliberate recklessness by Spits Technologies B.V.

13.2. Spits Technologies B.V. will make every effort to perform the Agreement as carefully and safely as possible. Spits Technologies B.V. cannot influence how the delivered results are ultimately used. The Client is therefore solely responsible for the use of the results of the Agreement.

13.3. Delivery under the Agreement releases Spits Technologies B.V. from any liability for defects that the Client had already discovered, or reasonably should have discovered, at the time of delivery, to the extent that the warranty provision does not apply.

13.4. The total liability of Spits Technologies B.V. for direct damage suffered by the Client due to a culpable failure to fulfill this Agreement, or due to unlawful acts by Spits Technologies B.V., its employees, or third parties engaged by it, is limited per event, or series of related events, to an amount equal to the price agreed upon in the Agreement (including VAT), with a maximum of €15,000.

13.5. Direct damage is exclusively understood to mean: reasonable costs to determine the cause and extent of the damage, any reasonable costs incurred to make Spits Technologies B.V.'s deficient performance comply with the Agreement, and reasonable costs incurred to prevent or mitigate damage, provided the Client demonstrates that these costs contributed to limiting direct damage.

13.6. Spits Technologies B.V. is not liable to the Client for indirect or consequential damage, loss of revenue or profit, delay damages, data loss, damages resulting from missed deadlines due to changed circumstances, damages arising from insufficient cooperation, information, or materials provided by the Client, or damages resulting from advice or information given by Spits Technologies B.V. that is not explicitly part of the Agreement.

13.7. Any right to compensation arises only if the Client reports the damage to Spits Technologies B.V. in writing within a reasonable period, and in any case no later than two (2) months after it occurs.

13.8. Liability of Spits Technologies B.V. for a culpable failure to fulfill the Agreement arises only if the Client promptly provides a proper written notice of default, specifying a reasonable period to remedy the failure, and Spits Technologies B.V. still fails to perform its obligations within that period. The notice of default must include as detailed a description of the failure as possible so that Spits Technologies B.V. can respond adequately.

13.9. The Client shall indemnify Spits Technologies B.V. against all claims from third parties (including the Client's customers) for compensation, costs, or interest related to this Agreement and/or the Services.

13.10. Spits Technologies B.V. shall not be held liable for failing to fulfill any obligation under the Agreement if performance is prevented by force majeure. Spits Technologies B.V. is not liable for any damage resulting from force majeure.

13.11. Force majeure includes, but is not limited to: disruptions of public infrastructure, defects in goods, equipment or software, or other source materials prescribed by the Client, unavailability of employees, government measures, general transportation issues, strikes, wars, terrorist attacks, and civil unrest.

13.12. If a force majeure situation lasts longer than 90 days, either Party has the right to terminate the Agreement in writing. Any performance already provided under the Agreement shall be settled proportionally, without any further obligations between the Parties.

Article 14. Amendments to the General Terms and Conditions

14.1. Spits Technologies B.V. reserves the right to amend or supplement these General Terms and Conditions at any time. Any amendments will also apply to existing Agreements, provided that a notice period of 30 days is observed after the announcement of the amendment.

14.2. Amendments will be communicated via www.spits-technologies.com, by e-mail to the Client, or through another channel for which Spits Technologies B.V. can demonstrate that the notice was sent to the Client. Minor, non-substantive changes may be made at any time without prior notification.

Article 15. Final Provisions

15.1. This Agreement is governed exclusively by Dutch law.

15.2. Unless mandatory law requires otherwise, any disputes arising from or in connection with this Agreement shall be submitted to the competent court in the district where Spits Technologies B.V. is established.

15.3. For the purposes of these General Terms and Conditions, the term "in writing" also includes communication by e-mail, provided that the sender's identity and the integrity of the message can be reasonably verified.

15.4. If any provision of this Agreement or of these General Terms and Conditions is found to be invalid, this shall not affect the validity of the Agreement or the General Terms and Conditions as a whole. In such case, the Parties shall agree on one or more replacement provisions that, to the greatest extent legally possible, reflect the original intent of the invalid provision.

15.5. Spits Technologies B.V. may transfer its rights and obligations under this Agreement to a third party that acquires Spits Technologies B.V. or its business operations."