

## General Terms and Conditions Ampel Technologies B.V.

### 1. Agreement

These standard agreements apply to all orders to Ampel Technologies B.V. (referred to as "Ampel"), including offers from Ampel, as well as your purchase orders (PO) to us and our confirmations to you.

When accepted, you are also accepting to follow these agreements. Other agreements that might be in your own purchase orders or elsewhere would not be valid unless we agree to them in writing. Our offers are valid for a certain period mentioned in them, or if no period is mentioned, for 30 days from the date of the offer. However, we can cancel or change our offer any time before you officially accept it. An offer becomes official and binding when we send you a written confirmation, which could be through mail or email.

### 2. Definitions

"Customer" refers to the individual or company mentioned in any relevant offer.

An "Agreement" is a contract formed between the Customer and Ampel. This contract includes:

- Offers
- Any other documents that both parties have agreed upon or indicated in the offer
- Purchase orders send by Customer
- Order confirmations sent to you

"Development Services" are the efforts we make to design or develop a Deliverable that meets the specifications laid out in our offer.

"Deliverable(s)" are the items Ampel provides, as described in our offers. This includes items like reports, documentation, physical objects and software.

"Intellectual Property Rights" are applicable for methods, training, processes, techniques and materials developed by Ampel where ownership stays at Ampel.

"Specifications" are the agreed-upon items of a Deliverable. Including:

- Functional description
- Hardware
- Software

The terms "you" and "yours" will generally mean the Customer, unless the context makes it clear that they refer to something else. The terms "us," "we," and "our(s)" will usually mean Ampel, unless the context makes it clear that they refer to something else.

### 3. Pricing and payment

Currency and Pricing: All prices are in Euros or the currency indicated in our offer. These prices do not include any applicable taxes and/or fees, or otherwise if specified.

Net Prices: The prices provided are for the Development Services and/or Deliverables agreed upon. The Customer will pay a net price.

Invoicing and Payment: Invoices will be issued following the terms specified in our quote, or if not stated, no more frequently than once a month. The Customer is responsible for settling all invoices in accordance with the terms in our quote, or within 14 days from the date of the invoice.

Payment Default and Interest: If the Customer fails to pay the amount owed within the specified timeframe, the Customer will automatically be in default without needing any notification from us. Interest payment will be added based on Euribor 3 months rate. The Customer is also responsible for covering any costs and expenses associated with debt collection. If the Customer defaults, Ampel can suspend Design Services and/or Deliverables immediately, without affecting any other rights. Should we incur any exchange rate

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losses due to the Customer's failure to meet payment deadlines, the Customer is liable to compensate us for these losses.

No Offsetting: The Customer is not allowed to offset, withhold, or decrease any payments due to us.

### **1. Ownership Rights and Payment**

Ownership of Deliverables stays at Ampel until payment according to Agreement is performed. This excludes existing intellectual property rights of Ampel which always stays at Ampel.

### **2. Delivery and Acceptance:**

Acceptance: If acceptance is required than acceptance shall be provided within agreed timeslot. If no acceptance is provided, automatic acceptance is assumed after 30 days.

Delivery: The dates we give are estimates. We are not responsible for a break of this estimation. We will perform reasonable efforts to meet the estimated delivery date. It is important that Customer provides all the necessary information for the order and delivery in a reasonable time before requested date.

### **4. Warranty**

Ampel will perform reasonable efforts to develop Deliverable on a professional manner, according to offer and Specifications. However, Customer needs to understand that Development Services often involve innovation, and the results cannot be guaranteed.

In case Offer/Specification is not met, Ampel will redo the performance of the Design Service without charging extra.

This is the only solution Ampel will offer in such cases. Ampel will not have any additional responsibilities, like paying for any damages, covering the loss of materials. This also means the Agreement would not be canceled because of this issue.

By default, warranty of goods is six months as from the date of delivery to Customer. This warranty is against defects caused by the use of materials or workmanship.

Not covered:

- Defects caused by normal wear
- Improper handling by Customer
- Maintenance or change by unauthorized persons
- Improper storage
- External influences (environmental, stress, external third-party hardware)

### **5. License**

We would not verify whether the Deliverables violate the intellectual property rights of third parties. It is solely your responsibility to determine if the Deliverables might infringe on someone else's intellectual property rights. Please note that even if we were aware of the possibility of such infringement or if you asked us to check for it, we would not be held liable for any such violations.

### **6. Personnel of customer**

Any employees of Customer who supports Ampel with deliveries of Ampel, shall be experienced. If required, sufficient support shall be provided by customer. However, any risks or costs related to their work will be Customer responsibility.

### **7. Insurance**

If you are handing out materials to us, you need to make sure they are insured.

### **8. Indemnification**

You agree to protect and not hold us responsible: for any fines, losses, damages, costs, and expenses that might come up due to a third-party claim. This claim could happen because of your breach of warranties, our performance under the Agreement, the supply of the Hardware/Software Deliverables, or the violation of intellectual property rights of someone else. This does not apply if our actions were extremely careless or intentionally harmful. You also need to cover the actual costs and expenses we face while dealing with such a third-party claim. We will give you the authority to decide whether to settle or defend the claim, and we will



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fully cooperate if you choose to defend it. Importantly, we would not do anything that might harm the defense of such a claim made by a third party.

### 9. Disclaimer

Besides what is clearly outlined in this Agreement, and to the maximum extent allowed by law, we explicitly reject any other conditions, statements, or warranties, whether they are directly stated or implied. This includes items like implied warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party rights that could arise from the Design Services and/or the supply of Deliverables. Anything spoken or written by Ampel would not create a warranty.

Ampel will not be liable for damages that are indirect, accidental, special, punitive, or consequential. This includes items like loss of profits, revenue, goodwill, or reputation. This applies to both you and any of your customers, even if we had warned about the possibility of such damages.

Any claims or compensation for any kind of loss or damage that is directed towards us because of the Agreement cannot, when added together, be more than the total cost of the Design Services done or Deliverables given as part of the Agreement. If there are any claims or compensation demands that go beyond this total cost, you will need to cover those extra costs and protect us from them.

### 10. Termination

If either party deems that the assignment cannot be carried out in accordance with the Agreement, the Agreement can be terminated prematurely, after exploring possibilities for adjustments, in line with the provisions outlined below:

- In cases where the termination is requested by either party and the projects have an agreed duration of more than two months, a notice period of one month will be observed. It is important to note that this notice period will never exceed the remaining agreed duration.
- For the notice period mentioned in the preceding section, a compensation will be due, which will be equivalent to the average amount payable over the preceding months.
- In the event of a mid-term termination, the party initiating the termination will also be responsible for costs linked to contracts that have already been entered into with third parties. The determination of these costs will be based on Ampel's records, and the client can present counter-evidence if desired.

### 11. Suspension

If we have reasonable grounds to believe that the Customer has not fulfilled or will not fulfill their payment obligations, or if it seems likely that the Customer might face difficulties in meeting these obligations, we have the right to temporarily pause our responsibilities and request additional guarantees to ensure the payment that is currently due and any future payments.

### 12. Force majeure

Neither party is obligated to fulfill any commitments if circumstances beyond their control prevent them from doing so. This covers any situations or events that are beyond our control and could not have been predicted when the Agreement was made.

### 13. Applicable and dispute resolution

The laws of the Netherlands are applicable. Disputes arising between the parties will be resolved by the court of 's-Hertogenbosch.

In deviation from the provision in the previous clause, the parties have the option to submit disputes to an arbitration committee as stated in the agreement.

