

1. VALIDITY

- 1.1. All our quotations, deals and the execution thereof are solely subject to these conditions. Any variations must be submitted in writing for approval by EAE Solutions.
- 1.2. EAE Solutions BV (hereinafter referred to as EAE Solutions) reserves the right to modify or supplement these general conditions. Any such amendments shall also apply to existing agreements, subject to a 30-day notice period following notification of the amendment. If the Client does not wish to accept a modification to these general terms and conditions, they must communicate this in writing before the effective date of the new terms and conditions.
- 1.3. The "Client" mentioned in these conditions shall mean: any (legal) entity that has entered into, or wishes to enter into, an agreement with our company, including its representative(s), authorized agent(s), legal successor(s), and heirs.
- 1.4. If one or more (part(s)) of the provisions of these general conditions are void or annulled, the remaining provisions of these general conditions shall remain in effect. The parties shall then enter into consultations to agree on new provisions to replace the void or annulled provisions, aiming to reflect as closely as possible the purpose and intent of the original provisions.
- 1.5. The Client's general (purchasing) terms and conditions are expressly rejected.

2. TO EFFECTUATE THE AGREEMENT

- 2.1. All quotations, regardless of their form, are non-binding unless a written offer specifies a period within which it may be accepted. All offers are revocable, regardless of any specified acceptance period.
- 2.2. An agreement is effectuated only when EAE Solutions has affirmed the order in writing or has begun with the execution thereof.
- 2.3. If the terms stated in the written confirmation by EAE Solutions differ from those stated in the Client's written order, the terms in the confirmation shall be deemed agreed upon, unless the Client responds in writing within seven days of receiving the confirmation..
- 2.4. For transactions for which, because of their nature or size, no quotation or order confirmation will be sent, the invoice is supposed to reflect the agreement fully and correctly unless a complaint is made in written form, within three working days.
- 2.5. If an offer from EAE Solutions includes a fixed contract price along with general technical information, such as images, tables and charts, this information is indicative/illustrative. No rights can be derived from such information.
- 2.6. A composite price quotation shall not oblige EAE Solutions to perform part of the offer for a corresponding part of the quoted price.
- 2.7. Every offer is carefully drawn up and is based on the information provided by the Client. If this information proves to be incorrect, EAE Solutions is entitled to charge the Client for any additional costs incurred as a result, such as storage, material, travel or labour costs.
- 2.8. All specifications by EAE Solutions regarding numbers, dimensions, weights, and colors of the goods or works to be used or delivered, as indicated in the provided offers, drawings, images, photos, models, or other forms of offer, are for indication purposes only. Minor deviations in the delivered goods do not constitute a failure in the performance of the agreement on the part of EAE Solutions. Therefore, the Client may not derive any rights from such deviations.

3. SECRECY AND SAFEGUARDING

- 3.1. All brochures/price-lists and all accompanying (technical) data, as well as any technical data shared during the term of an agreement, in any form whatsoever, expressly remain the intellectual property of EAE Solutions. The Client is expressly forbidden to disclose such information to third parties in any manner or form, without the written consent of EAE Solutions.

- 3.2. Parties commit to taking measures to ensure confidentiality of all information of a confidential nature that the parties, their employees, or third parties engaged by them during the execution of an agreement may become aware of.

4. PRICES

- 4.1. Unless stated otherwise, the prices of EAE Solutions are based on delivery according to EXW incoterms 2020, excluding installation and implementation, travel and accommodation expenses.
- 4.2. In the event of an increase in cost price between 3% and 10%, EAE Solutions is entitled to adjust the order price accordingly, provided that any known future price increases are specified at the time of order confirmation. In the event of an increase exceeding 10% of the cost price, this is considered by EAE Solutions as force majeure. This circumstance is explicitly regarded by both parties as unforeseen.

5. COMMITMENT OF CLIENT

- 5.1. Client commits to provide the necessary cooperation for EAE Solutions to perform the agreement, including but not limited to: (a) ensuring that EAE Solutions has timely access to the required approvals (such as permits etc.); (b) providing connection facilities for the power, water, gas and compressed air required for the assignment. The costs of electricity, gas and water shall be borne by the Client; (c) ensuring that EAE Solutions has the required facilities for supply, storage and/or removal of building materials and resources; (d) ensuring that any work and/or supplies to be performed by third parties, which are not part of EAE Solutions' assignment, are performed in such a way and in such timely manner that the performance of the assignment is not delayed; (e) setting up the workplace, in connection with the activities to be performed, in such a way that EAE Solutions can start the activities immediately upon arrival. The workspace must comply with the applicable legal (safety) requirements; (f) EAE Solutions must be able to access the object on or in which the work is being performed at all times. Therefore, the client must be present during the execution of the assignment or provide access, for example by making a key available. (g) providing the necessary resources and possibilities during the commissioning phase to allow EAE Solutions to adequately test the products and services delivered.
- 5.2. The Client shall ensure that all data which EAE Solutions indicates to be necessary, or which the Client should reasonably understand to be necessary, for the performance of the agreement are provided to EAE Solutions in a timely manner. If the necessary data are not provided to EAE Solutions in a timely manner, EAE Solutions shall be entitled to suspend the performance of the Agreement and/or charge the additional costs resulting from the delay.
- 5.3. If the obligations in paragraph 1 or 2 of this article are not fulfilled (on time) or breached, the Client must inform EAE Solutions in a timely manner. EAE Solutions is entitled to charge the Client for any additional costs incurred as a result, such as storage, travel and accommodation or labour costs.
- 5.4. If the obligations in paragraph 1 or 2 of this article are not fulfilled (on time), EAE Solutions shall not be obliged to compensate the Client for any damage resulting from a delay in delivery or completion.
- 5.5. Client expressly bears the risk for damages caused by: (a) Inaccuracies in the constructions and working methods required by Client; (b) Defects in the movable or immovable property on which or in which the order is executed; (c) Defects in materials or tools made available by Client.

- 5.6. The Client may only terminate the agreement early if they fulfill all financial obligations in full, as if the agreement had been fully completed..
- 5.7. The Client is responsible for obtaining and acting in accordance with the correct permits, consents and other government regulations, such as those relating to fire safety. The Client accepts all risks involved. If EAE SOLUTIONS performs work in violation of such regulations at the Client's request, all risks shall be borne by the Client.
6. EXECUTION
- 6.1. Client is not allowed to resell or make available to third parties the services, tooling and documentation (including software) provided by EAE Solutions without EAE Solutions' written consent.
- 6.2. Client is not entitled to analyse, reproduce, copy, duplicate or resell (parts of) the software and documentation without EAE Solutions' consent.
- 6.3. EAE Solutions reserves the right to take any services, such as servers or software, temporarily out of service for the purpose of maintenance, modification or improvement upon request of the Client. EAE Solutions shall not be liable to pay any compensation to the Client for such decommissioning.
- 6.4. EAE Solutions undertakes to deliver the goods and services (including software) at the best possible quality and to keep them active throughout the agreed period. However, EAE Solutions does not guarantee the continuous quality or quantity of the goods and services (including software). EAE Solutions shall not be liable in any way for any damage arising from the (temporary) unavailability or incomplete availability of the goods and services (including software).
- 6.5. At a time after delivery, it may turn out that the services (including software), are no longer displayed or no longer fully functioning optimally due to external circumstances, such as in the event that EAE Solutions' supplier goes bankrupt or the underlying software is no longer developed or supported. If the Client requires the goods and services to function optimally and be displayed correctly in such cases, the Client must enter into an additional agreement.
- 6.6. Unless otherwise agreed, EAE Solutions is never obliged to create and maintain backups for the benefit of Client.
- 6.7. Client is solely responsible for conducting adequate (digital) security and management of the goods and services purchased.
7. DELIVERY AND DELIVERY TIME
- 7.1. Risk for the goods transfers to the Client at the moment EAE Solutions makes the goods available to the Client. Unless otherwise agreed, delivery shall be "ex works" in accordance with Incoterms 2020.
- 7.2. The Client is obligated to inspect the delivered goods and/or packaging immediately upon delivery, but in any case within five working days, for possible defaults or damages.
- 7.3. Any shortages and/or damages to the delivered goods and/or packaging present at the time of delivery must be reported by the Client to EAE Solutions and noted on the transport documents; failing this, the Client is deemed to have accepted the delivered items. Complaints in this regard will then no longer be processed.
- 7.4. EAE Solutions is entitled to deliver in parts (partial delivery) for which separate invoices are allowed to be issued.
- 7.5. The stated delivery time is always by approximation.
- 7.6. If the Client has not taken possession of the goods after the delivery period has expired, the goods will be stored at the Client's disposal, at the Client's expense and risk. If the Client, even after being summoned to do so, continues to fail to take possession of the goods, EAE Solutions has the right, without further notice of default or judicial intervention, to declare the agreement dissolved and to claim compensation for all resulting damages, including lost profits.
8. LIABILITY
- 8.1. Unless damage should be intentional, the result of gross negligence or the result of faulty design, EAE Solutions shall not be liable for any damage, either direct or indirect to the Client or third parties in connection with the goods or services supplied by EAE Solutions.
- 8.2. Notwithstanding the foregoing, EAE Solutions shall under no circumstances be liable for: a) consequential and/or indirect damages such as business interruption and lost profits; b) damage caused by assistants or subcontractors; c) damage to third-party goods
- 8.3. In the event that EAE Solutions, contrary to the provisions of this article, should be bound to compensate any damage, such compensation shall not exceed the net invoice value of the delivery in question, at all times with a maximum of the damage covered by EAE Solutions' insurance, or that EAE Solutions reasonably should have been insured against. If the Client has insurance for any risks associated with the goods or services provided by EAE Solutions, the Client is obligated to make use of this insurance to indemnify EAE Solutions up to the amount of any deductible.
9. FORCE MAJEURE
- 9.1. Force Majeure on the part of EAE Solutions is understood to mean any circumstance that is not attributable to the fault of EAE Solutions, nor is it its responsibility under law, legal act, or according to generally prevailing opinions Force Majeure for EAE Solutions includes, but is not limited to: strikes, failure of its suppliers or third parties to fulfill their obligations for any reason, fire, explosion, flooding, failure of water, gas, and electricity supply, government-imposed delivery bans, extreme weather conditions, disruptions caused by cybercrime, breakdowns in business operations or transportation means, both at EAE Solutions and at companies from which it procures goods and/or raw materials and supplies, or services, unforeseen circumstances, and any other circumstances that reasonably prevent or hinder the timely and/or proper delivery or performance of any agreement.
- 9.2. If, in the opinion of EAE Solutions, the force majeure situation is of a temporary nature, EAE Solutions has the right to suspend the performance of the agreement until the circumstances are back within its control. If, in the opinion of EAE Solutions, the force majeure situation is of a permanent nature, the parties may reach an agreement regarding the termination of the agreement and the subsequent consequences.
- 9.3. Notwithstanding the rights related to force majeure, EAE Solutions has the right to receive payment for costs made regarding the agreement before the force majeure has occurred.
- 9.4. EAE Solutions has the right to receive payment for any that will be incurred as a result of terminating the agreement.
- 9.5. The party who believes to be in a force majeure situation must immediately inform the other party thereof.
10. DISSOLUTION
- 10.1. EAE Solutions has the right to terminate any agreement immediately and without judicial intervention, and without the need for any notice of default, in the following cases:
- a) in the event of force majeure;
 - b) if in the opinion of EAE Solutions the financial position of the Client poses significant risks, unless the Client immediately provides further security to the satisfaction of EAE Solutions upon request;
 - c) if the Client fails to meet one or more of his commitments;
 - d) if a prejudgment or executory attachment is imposed against the Client;
 - e) if the Client is granted a suspension of payments or if a bankruptcy petition is filed against the Client.

11. TERMS OF PAYMENT

- 11.1. Unless otherwise agreed in writing, payment must be made in cash upon delivery or by deposit or transfer to a bank account designated by EAE Solutions within 30 days of the invoice date, without any discount. EAE Solutions is entitled to apply a monthly credit surcharge of 1%.
- 11.2. The Client does not have the right to compensate or settle any amounts owed to EAE Solutions with amounts owed by EAE Solutions to the Client.
- 11.3. The Client does not have the right to postpone payments in the event of alleged failure to perform by EAE Solutions, until the moment that it has been determined, by an irrevocable court ruling, whether the service is not being fulfilled.

12. COMPLAINTS

- 12.1. Complaints about invoices should be submitted in writing within 30 days of the invoice date. After the expiration of this period, the Client is deemed to have approved the invoice.
- 12.2. Only if and to the extent that the complaint is deemed justified, will this suspend the payment obligation until the complaint has been resolved.

13. WARRANTY

- 13.1. The warranty starts when either the Client has accepted the functionality of the deliverable, or Client has put the deliverable into use, or Client has paid the last invoice.
- 13.2. When used according to the directions and the purpose it is produced for, EAE Solutions guarantees the reliability, promised properties and correct working of the goods delivered. This warranty is valid for a period of 12 months after delivery.
- 13.3. Defects in delivered product components covered by the warranty will either be repaired or replaced with new product components. Repairs will be carried out by EAE Solutions. The defective product components must be sent post-paid to EAE Solutions.
- 13.4. In the case of a contract for work and services, and if the Client discovers a defect during the delivery or if the work shows a defect after delivery that could not reasonably have been detected during the delivery and it is attributable to EAE Solutions, EAE Solutions must be given the opportunity to remedy the defect or mitigate the resulting damage within a reasonable period of time. During this period, the Client has no right to any remedy. If the Client does not approve the work, they are obliged to notify EAE Solutions in writing, stating the reasons.
- 13.5. Inspections and checks are carried out by EAE Solutions on a random sampling basis and only on certain (parts of) goods, due to practical necessity. It is therefore not possible to inspect all (parts of) goods. As a result, EAE Solutions cannot carry out a fully conclusive inspection, which means that the Client cannot derive any rights from it.
- 13.6. The warranty expires if:
 - a) if the type or serial number on the product has been changed, removed or rendered illegible;
 - b) if a deficiency is caused by external causes or due to improper use;
 - c) if repairs are carried out by third parties, including the Client, and if defects become apparent during or after such repairs.

14. RESERVATION OF PROPERTY

- 14.1. All delivered goods remain the property of EAE Solutions until full payment has been made, including any interest, penalties, additional costs, or extrajudicial collection costs. In the event of suspension of payments, bankruptcy, cessation of payments, or liquidation of the Client, EAE Solutions is entitled to cancel the order in whole or in part without notice or judicial intervention and to reclaim the unpaid portion of the delivered goods. Cancellation and reclamation do not affect our right to compensation for loss or damage. In such cases, any claim by

EAE Solutions against the Client will become immediately and fully due.

- 14.2. The goods are not to be pledged nor used as a guarantee for a claim from a third party.

15. INTELLECTUAL PROPERTY

- 15.1. EAE Solutions reserves the right to use the knowledge, developed software and other intellectual property rights gained through the execution of the agreement for other purposes, provided that no confidential information is brought to the knowledge of third parties.
- 15.2. The Client obtains a non-exclusive, non-transferable, and non-sublicensable license for the use of the delivered services.
- 15.3. The Client does not acquire ownership of the delivered service, such as software (applications), and EAE Solutions is entitled to reuse (parts of) the productions without limitation..
- 15.4. All drawings and designs related to the delivered goods and/or services remain or become the property of EAE Solutions and may be reused (anonymized).

16. INSTALLATION AND SERVICE ACTIVITIES

- 16.1. Unless specifically agreed otherwise, the period of time within which or the time at which the activities by EAE Solutions should be carried out, can be changed by EAE Solutions due to changed circumstances.
- 16.2. Activities are carried out between 08.30 and 17.00 hours on normal working days. Should the Client's order stipulate that the activities are to be carried out at other times or days EAE Solutions has the right to charge the client for additional cost.
- 16.3. EAE Solutions maintains the right to have the activities carried out fully or partially by third parties.

17. APPLICABLE ACT / DISPUTES

- 17.1. All quotations, agreements and their execution by EAE Solutions are governed by Dutch Law.
- 17.2. The United Nations Convention on contracts for the International sale of goods, Vienna 11 April 1980 is excluded.
- 17.3. In the event that a dispute arises from the agreement between the parties, the court in the district where EAE Solutions has its registered office shall have exclusive and absolute jurisdiction. In the event of a dispute between the parties concerning non-contractual obligations, the court in the district where EAE Solutions has its registered office shall likewise have exclusive and absolute jurisdiction.
- 17.4. If the Clients registered office is outside the Member States of the Brussels I Regulation, the EC Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters, or the Lugano Convention, all disputes arising from this agreement or subsequent agreements resulting therefrom shall be settled in accordance with the Rules of the NAI (Netherlands Arbitration Institute). The place of arbitration shall be in Rotterdam, the Netherlands.