

General Terms and Conditions IntoMachines BV

The private company with a normal structure IntoMachines BV (hereinafter: IntoMachines) is registered with the Chamber of Commerce under number 77840763 and has its registered office at Industrieweg 24-C (5262GJ) in Vught.

Part I - General

Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly indicated otherwise.
2. Offer: any offer or quotation to the Client for the provision of Services or Products by IntoMachines.
3. Company: The natural or legal person who acts in the exercise of a profession or business.
4. Services: The Services that IntoMachines offers are the development and provision of software or software, the maintenance of software or software, the provision of electronic support, the design of mechanical Products as well as technical advice.
5. Service Provider: The private company with an ordinary structure IntoMachines BV, incorporated under Dutch law, established in the Netherlands and offering Services to the Client hereinafter: IntoMachines.
6. Client: the natural or legal person who acts in the exercise of a profession or business that IntoMachines has appointed, has provided projects to IntoMachines for Services that are performed by IntoMachines, or to which IntoMachines has made a proposal on the basis of an Agreement.
7. Agreement: the (distance) purchase agreement that extends to the sale and delivery of Products purchased by the Client from IntoMachines and other obligations between the Client and IntoMachines, as well as proposals from IntoMachines for Services provided by IntoMachines to the Client and Client are accepted and accepted and executed by IntoMachines with which these general terms and conditions form an inseparable whole.
8. Products: the Products offered by IntoMachines are mechanical trolleys, tools and related Products.

Article 2 - Applicability

1. These general terms and conditions apply to every IntoMachines Offer, every Agreement between IntoMachines and the Client and to every Service and/or Product offered by IntoMachines.
2. Before a (distance) Agreement is concluded, the Client will be provided with these general terms and conditions. If this is not reasonably possible, IntoMachines will indicate to the Client how the Client can view the general terms and conditions.

3. Deviation from these general terms and conditions is not possible. In exceptional situations it is possible to deviate from the general terms and conditions insofar as this has been explicitly agreed in writing with IntoMachines.
4. These general terms and conditions also apply to additional, amended and follow-up orders from the Client.
5. The general terms and conditions of the Client are excluded.
6. If one or more provisions of these general terms and conditions are partially or wholly invalid or are annulled, the other provisions of these general terms and conditions will remain in force, and the invalid/nullified provision(s) will be replaced by a provision with the same purport as the original provision.
7. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
8. The applicability of Articles 7:404 of the Dutch Civil Code, 7:407 paragraph 2 of the Dutch Civil Code is explicitly excluded.
9. If reference is made to she/her in these general terms and conditions, this should also be construed as a reference to he/him/are, if and to the extent applicable.
10. In the event that IntoMachines has not always demanded compliance with these general terms and conditions, it retains its right to demand compliance in whole or in part with these general terms and conditions.

Article 3 - The Offer

1. All offers made by IntoMachines are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be expressly stated in the Offer.
2. IntoMachines is only bound by an Offer if it is confirmed in writing by the Client within 14 days, unless otherwise agreed. Nevertheless, IntoMachines has the right to refuse an Agreement with a (potential) Client for a good reason for IntoMachines.
3. The offer contains a description of the Services or products offered. The description is sufficiently specified, so that the Client is able to make a proper assessment of the offer. Any information in the offer is only an indication and cannot be a ground for any compensation or dissolution of the Agreement.
4. Offers or quotations do not automatically apply to follow-up orders.
5. Delivery times in IntoMachines' offer are in principle indicative and if they are exceeded, the Client will not be entitled to dissolution or compensation, unless expressly agreed otherwise.
6. Damage arising from Products / Services delivered by IntoMachines can only be recovered up to a maximum of the order amount.

Article 4 - Conclusion of the Agreement

1. The Agreement is concluded at the moment that the Client has accepted an Offer or Agreement from IntoMachines by returning a signed copy (scanned or original) to IntoMachines or gives an explicit and unambiguous agreement on the Offer by email.
2. IntoMachines has the right to revoke the (signed) Agreement within 5 working days after receipt of the acceptance.
3. IntoMachines is not bound by an Offer if the Client could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or error.
4. If the Client cancels an order that has already been confirmed, the costs already incurred (including the time spent) will be charged to the Client.
5. Each Agreement that is entered into with IntoMachines or a project that is awarded to IntoMachines by the Client, rests with the company and not with an individual person associated with IntoMachines.
6. The Client's right of withdrawal is excluded, unless otherwise agreed.
7. If the Agreement is entered into by several Clients, each Client is individually jointly and severally liable for the fulfillment of all obligations arising from the Agreement.

Article 5 - Term of the Agreement

1. The Agreement is entered into for an indefinite period of time, unless the content, nature or purport of the assignment implies that it has been entered into for a definite period of time. The duration of the assignment also depends on external factors, including but not limited to the quality and timely delivery of the information that IntoMachines obtains from the Client.
2. Both the Client and IntoMachines can dissolve the Agreement on the basis of an attributable shortcoming in the fulfillment of the Agreement if the other party has been given written notice of default and it has been given a reasonable term to fulfill its obligations and it still fails to fulfill its obligations in that case. to comply correctly. This also includes the payment and cooperation obligations of the Client.
3. The dissolution of the Agreement does not affect the Client's payment obligations insofar as IntoMachines has already performed work or delivered services at the time of the dissolution. The client must pay the agreed fee.
4. The Agreement cannot be terminated prematurely, unless otherwise agreed.
5. Both the Client and IntoMachines can terminate the Agreement in writing in whole or in part without further notice of default, with immediate effect if one of the parties is granted a moratorium, bankruptcy has been filed or the company concerned ends due to liquidation. If a situation as stated above occurs, IntoMachines is never obliged to refund monies already received and/or compensation.

Article 6 - Performance of the service

1. IntoMachines will make every effort to perform the agreed service with the greatest possible care, as may be expected of a good service provider. IntoMachines guarantees a professional and independent service. All Services are performed on the basis of a best-efforts obligation, unless a result has been explicitly agreed in writing which is described in detail.
2. The Agreement on the basis of which IntoMachines performs the Services, is leading for the size and scope of the service. The Agreement will only be performed for the benefit of the Client. Third parties cannot derive any rights from the content of the Services performed in connection with the Agreement.
3. The information and data provided by the Client are the basis on which the Services offered by IntoMachines and the prices are based. IntoMachines has the right to adjust its services and prices if the information provided turns out to be incorrect and/or incomplete.
4. In the performance of the Services, IntoMachines is not obliged or obliged to follow the instructions of the Client if this changes the content or scope of the agreed Services. If the instructions result in further work for IntoMachines, the Client is obliged to reimburse the additional additional costs accordingly on the basis of a new quotation.
5. IntoMachines is entitled to engage third parties for the performance of the Services at its own discretion.
6. If the nature and duration of the assignment so require, IntoMachines will keep the Client informed of the progress in the interim in the agreed manner.
7. The performance of the Services is based on the information provided by the Client. If the information has to be changed, this may have consequences for any established planning. IntoMachines is never liable for adjusting the planning. If the commencement, progress or delivery of the Services is delayed because, for example, the Client has not provided all the requested information or has not provided it on time or in the desired format, does not provide sufficient cooperation, any advance payment has not been received in time by IntoMachines or due to other circumstances, which are at the expense and risk of the Client, there is a delay, IntoMachines is entitled to a reasonable extension of the delivery or completion period. All damage and additional costs as a result of delay due to a cause as mentioned above are for the account and risk of the Client.

Article 7 - Obligations of the Client

1. The Client is obliged to provide all information requested by IntoMachines as well as relevant appendices and related information and data in a timely manner and/or before the start of the work and in the desired form for the purpose of a correct and efficient execution of the Agreement. . Failing this, IntoMachines may not be able to fully implement and/or deliver the relevant documents. The consequences of such a situation are at all times at the expense and risk of the Client.
2. IntoMachines is not obliged to check the correctness and/or completeness of the information provided to it or to update the Client with regard to the information if it has changed over time, nor is

IntoMachines responsible for the correctness and completeness of the information compiled by IntoMachines for third parties and/or provided to third parties in the context of the Agreement.

3. IntoMachines may, if this is necessary for the execution of the Agreement, request additional information. Failing this, IntoMachines is entitled to suspend its activities until the information has been received, without being obliged to pay any compensation for whatever reason towards the Client. In the event of changed circumstances, the Client must notify IntoMachines of this immediately or no later than 3 working days after the change has become known.

Article 8 - Advice

1. If instructed to do so, IntoMachines can draw up advice, plan of approach, design, reporting, planning and/or reporting for the benefit of the service.

2. The advice provided by IntoMachines, in whatever form, can never be regarded as binding advice.

3. At the first request of IntoMachines, the client is obliged to assess the proposals it has provided. If IntoMachines is delayed in its activities because the Client does not provide an assessment or does not provide a timely assessment of a proposal made by IntoMachines, the Client is at all times responsible for the resulting consequences, such as delays.

4. The nature of the service means that the result always depends on external factors that can influence the reports and advice of IntoMachines, such as the quality, correctness and timely delivery of the necessary information and data from the Client and its employees. . The client guarantees the quality and the timely and correct delivery of the required data and information.

5. The Client will notify IntoMachines in writing prior to the commencement of the work of all circumstances that are or may be important, including any points and priorities to which the Client wishes attention.

Article 9 - Additional work and changes

1. If during the execution of the Agreement it appears that the Agreement needs to be adjusted, or if further work is required at the Client's request to achieve the desired result for the Client, the Client is obliged to pay for work in accordance with the agreed rate. IntoMachines is not obliged to comply with this request and may require the Client to conclude a separate Agreement for this purpose and/or to refer it to an authorized third party.

2. If the additional work is the result of negligence on the part of IntoMachines, IntoMachines has made an incorrect estimate or could reasonably have foreseen the work in question, these costs will not be passed on to the Client.

Article 10 - Prices and payment

1. In principle, all prices are exclusive of turnover tax (VAT), unless otherwise agreed.

2. IntoMachines performs its services in accordance with the agreed (hourly) rate. In the case of an hourly rate, the costs of the work are calculated afterwards on the basis of the time registration drawn up by IntoMachines (actual calculation).
3. Travel time for the benefit of the Client and costs related to travel will be passed on to the Client.
4. The Client is obliged to fully reimburse the costs of third parties, which are deployed by IntoMachines after the Client's approval, unless expressly agreed otherwise.
5. If (cost) price-increasing circumstances arise for IntoMachines between the date of the conclusion of the Agreement (or quotation) and its execution as a result of legislation and regulations, price changes at third parties or suppliers engaged by IntoMachines or changes in the prices of the required semi-finished products, materials, parts or currency fluctuations, import and export duties (both at home and abroad), shipping and/or delivery costs, wages, employer's contributions and/or (social) premiums, etc., IntoMachines is entitled to pay the agreed price or compensation increase accordingly and charge the Client.
6. The parties can agree that the Client must pay an advance. If an advance has been agreed, the Client must pay the advance before a start is made with the execution of the service or production of Products.
7. The Client cannot derive any rights or expectations from a budget issued in advance unless the parties have expressly agreed otherwise.
8. IntoMachines is entitled to annually increase the applicable prices and rates in accordance with the applicable inflation rates. Other price changes during the Agreement are only possible if and insofar as they are expressly laid down in the Agreement.
9. The Client must pay these costs at once, without settlement or suspension, within the specified payment term as stated on the invoice to the account number and details of IntoMachines made known to it.
10. In the event of liquidation, insolvency, bankruptcy, involuntary liquidation or request for payment towards the Client, the payment and all other obligations of the Client under the Agreement will become immediately due and payable.

Article 11 - Collection policy

1. If the Client does not fulfill its payment obligation and has not fulfilled its obligation within the specified payment term of 21 days, the Client is in default by operation of law.
2. From the date that the Client is in default, IntoMachines will be entitled, without further notice of default, to the statutory commercial interest from the first day of default until full payment, and compensation for the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated according to the graduated scale from the decision. compensation for extrajudicial collection costs from 1 July 2012.

3. If IntoMachines has incurred more or higher costs that are reasonably necessary, these costs are eligible for compensation. The full legal and execution costs incurred are also for the account of the Client.

Article 12 - Privacy, data processing and security

1. IntoMachines handles the (personal) data of the Client with care and will only use it in accordance with the applicable standards. If requested, IntoMachines will inform the data subject about this.

2. The Client is itself responsible for the processing of data that are processed using a service from IntoMachines. The Client also guarantees that the content of the data is not unlawful and does not infringe any rights of third parties. In this context, the Client indemnifies IntoMachines against any (legal) claim related to this data or the execution of the Agreement.

3. If IntoMachines is required to provide information security under the Agreement, this security will meet the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

Article 13 - Suspension and dissolution

1. IntoMachines has the right to retain the information, data files and more that it has received or has realized if the Client has not yet (fully) fulfilled its payment obligations. This right remains in full force if a reason that is justified for IntoMachines arises which justifies suspension in that case.

2. IntoMachines is authorized to suspend the fulfillment of its obligations as soon as the Client is in default with the fulfillment of any obligation arising from the Agreement, including late payment of its invoices. The suspension will be immediately confirmed in writing to the Client.

3. In that case, IntoMachines is not liable for damage, for whatever reason, as a result of the suspension of its activities.

4. The suspension (and/or dissolution) does not affect the Client's payment obligations for work already performed. In addition, the Client is obliged to compensate IntoMachines for any financial loss that IntoMachines suffers as a result of the Client's default.

Article 14 - Force majeure

1. IntoMachines is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation.

2. Force majeure on the part of IntoMachines in any case includes, but is not limited to: (i) force majeure of suppliers of IntoMachines, (ii) failure to properly fulfill obligations of suppliers that the Client or its third parties have given IntoMachines prescribed or recommended, (iii) defective software or any third parties involved in the performance of the service, (iv) government measures, (v) failure of electricity, internet, data network and/or telecommunication facilities, (vi) illness of employees of IntoMachines or

advisors engaged by it and (vii) other situations that in the opinion of IntoMachines fall outside its sphere of influence that temporarily or permanently prevent the fulfillment of its obligations.

3. In the event of force majeure, both Parties have the right to dissolve the Agreement in whole or in part. In that case, all costs incurred before the dissolution of the Agreement will be paid by the Client. IntoMachines is not obliged to compensate the Client for any losses caused by such withdrawal.

Article 15 - Limitation of liability

1. If any result laid down in the Agreement is not achieved, a shortcoming on the part of IntoMachines will only be deemed to exist if IntoMachines has expressly promised this result when accepting the Agreement.

2. In the event of an attributable shortcoming on the part of IntoMachines, IntoMachines is only obliged to pay any compensation if the Client has given IntoMachines notice of default within 14 days of discovery of the shortcoming and IntoMachines has subsequently failed to rectify this shortcoming within a reasonable period of time. The notice of default must be submitted in writing and contain such an accurate description/substantiation of the shortcoming, so that IntoMachines is able to respond adequately.

3. If the provision of Services or Products delivered by IntoMachines leads to liability on the part of IntoMachines, that liability is limited to the total amount invoiced in the context of the Agreement, but only with regard to the direct damage suffered by the Client unless the damage is the result of intent or recklessness bordering on intent on the part of IntoMachines. Direct damage is understood to mean reasonable costs incurred to limit or prevent direct damage, determining the cause of damage, direct damage, liability, and the method of repair.

4. IntoMachines expressly excludes all liability for consequential damage. IntoMachines is not liable for indirect damage, trading loss, loss of profit and/or loss suffered, lost savings, damage due to business interruption, capital losses, delay damage, interest damage and immaterial damage.

5. The Client indemnifies IntoMachines against all third-party claims as a result of a defect as a result of a service or product supplied by the Client to a third party and which also consisted of Services or products supplied by IntoMachines, unless the Client can demonstrate that the damage is exclusively caused by the IntoMachines service or product.

6. Any advice provided by IntoMachines, based on information that is incomplete and/or incorrectly provided by the Client, is never a ground for liability on the part of IntoMachines.

7. The content of the advice provided by IntoMachines is not binding and only advisory in nature. The Client itself decides and under its own responsibility whether it will follow the proposals and advice of IntoMachines mentioned herein. All consequences arising from the follow-up of the advice are for the account and risk of the Client. The client is at all times free to make its own choices that deviate from the advice provided by IntoMachines. IntoMachines is not bound by any form of refund if this is the case.

8. If a third party is engaged by or on behalf of the Client, IntoMachines is never liable for the actions and advice of the third party engaged by the Client, as well as the processing of results (of advice drawn up) of the third party engaged by the Client in IntoMachines' own advice.
9. IntoMachines does not guarantee a correct and complete transmission of the content of and e-mail sent by/on behalf of IntoMachines, nor for the timely receipt thereof.
10. All claims by the Client due to shortcomings on the part of IntoMachines will lapse if they have not been reported to IntoMachines in writing and with reasons within one year after the Client was aware or could reasonably have been aware of the facts on which it bases its claims. One year after the termination of the Agreement between the parties, IntoMachines' liability lapses.

Article 16 - Confidentiality

1. IntoMachines and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of an assignment. Confidentiality arises from the assignment and must also be assumed if it can reasonably be expected that it concerns confidential information. Confidentiality does not apply if the information in question is already public/commonly known, the information is not confidential and/or the information was not disclosed to IntoMachines during the Agreement with the Client and/or was obtained by IntoMachines in any other way.
2. In particular, secrecy pertains to advice, reports, designs, working methods and/or reporting regarding the Client's assignment drawn up by IntoMachines. The Client is expressly prohibited from sharing its contents with employees who are not authorized to take cognizance of this and with (unauthorized) third parties. Furthermore, IntoMachines always exercises the required care in dealing with all business-sensitive information provided by the Client.
3. If IntoMachines is required by law or a court decision to provide the confidential information (also) to the confidential information by the law or a competent court or a designated third party and IntoMachines cannot invoke a right of nondisclosure, IntoMachines is not obliged to compensation and does not give the Client any ground for dissolution of the Agreement.
4. The transfer or dissemination of information to third parties and/or publication of statements, advice or productions provided by IntoMachines to third parties requires the written permission of IntoMachines, unless such permission has been expressly agreed in advance. The Client will indemnify IntoMachines against all claims by such third parties as a result of reliance on such information that has been distributed without the written permission of IntoMachines.
5. IntoMachines and the Client also impose the confidentiality obligation on third parties to be engaged by them.

Article 17 - Intellectual Property

- Rights 1. All IP rights and copyrights of IntoMachines, including in any case, but not limited to all (mechanical) designs, models, reports and advice, rest exclusively with IntoMachines and are not transferred to the Client unless expressly agreed otherwise.

2. If it has been agreed that one or more of the aforementioned items or works of IntoMachines will be transferred to the Client, IntoMachines is entitled to conclude a separate Agreement for this and to demand appropriate monetary compensation from the Client. Such compensation must be paid by the Client before it acquires the relevant items or works with the IP rights resting thereon.
3. The Client is prohibited from disclosing and/or multiplying, modifying, or making available to third parties (including use for commercial purposes) all documents and software on which the IP rights and copyrights of IntoMachines rest, without express prior written permission. from IntoMachines. If the Client wishes to make changes to goods delivered by IntoMachines, IntoMachines must explicitly agree to the intended changes.
4. The Client is prohibited from using the items and documents on which the intellectual property rights of IntoMachines rest other than as agreed in the Agreement.
5. The parties will inform each other and take joint measures if an infringement of IP rights occurs.

Article 18 - Indemnification and correctness of information

1. The Client is responsible for the correctness, reliability and completeness of all data, information, documents and/or documents, in whatever form, that it provides to IntoMachines in the context of an Agreement, as well as for the data it has obtained from third parties, and which has been provided to IntoMachines for the performance of the Service.
2. The Client indemnifies IntoMachines against any liability as a result of failure to fulfill its obligations, or failure to do so on time, with regard to the timely provision of all correct, reliable and complete data, information, documents and/or records.
3. The Client indemnifies IntoMachines against all claims from the Client and third parties engaged by it or working under it, as well as from clients of the Client, based on the failure to (timely) obtain any subsidies and/or permissions required in the context of the implementation of the Agreement.
4. The Client indemnifies IntoMachines against all third-party claims arising from the Products delivered or work performed for the Client, including but not limited to intellectual property rights on the data and information provided by the Client that can be used in the performance of the Agreement. and/or the acts or omissions of the Client towards third parties.
5. If the Client provides IntoMachines with electronic files, software or information carriers, the Client guarantees that these are free of viruses and defects.

Article 19 - Complaints

1. If the Client is not satisfied with the service of IntoMachines or otherwise has complaints about the execution of its assignment, the Client is obliged to report these complaints as soon as possible, but at the latest within 7 calendar days after the relevant reason that led to the complaint. led to reporting. Complaints can be reported verbally or in writing via sales@intomachines.com with the subject "Complaint".

2. The complaint must be sufficiently substantiated and/or explained by the Client if IntoMachines is to be able to handle the complaint.
3. IntoMachines will respond substantively to the complaint as soon as possible, but no later than 7 calendar days after receipt of the complaint.
4. The parties will try to reach a solution together.

Article 20 - Applicable law

1. The legal relationship between IntoMachines and the Client is governed by Dutch law.
2. IntoMachines has the right to change these general terms and conditions and will inform the Client thereof.
3. In the event of translations of these general terms and conditions, the Dutch version shall prevail.
4. All disputes arising from or as a result of the Agreement between IntoMachines and the Client will be settled by the competent court of the Oost-Brabant District Court, location 's-Hertogenbosch, unless mandatory provisions designate another competent court.

Part II - Developing, providing, and maintaining software

Part II contains additional and/or deviating provisions to Part I. If no additional or deviating provisions are included in Part II compared to Part I, then reference is made to the contents of Part I in this regard.

Article 21 - Term of the Agreement

The Agreement for the use of the Services can be entered into in the form of a subscription. The subscription can be canceled monthly with due observance of a notice period of one month, unless otherwise agreed.

Article 22 - Execution of the Agreement

1. If IntoMachines, on the basis of a request or order from a government agency and/or a legal obligation, performs work with regard to the Client's data, the associated costs will be borne solely by the Client.
2. In the event of changes, IntoMachines can continue the execution of the Service with the changed version of the software or software. IntoMachines is never obliged or obliged to maintain, change, or add certain functionalities and/or specific properties.

3. The source code as well as the technical documentation of the software or software is at all times excluded from the right of use or object of a transfer to the Client.
4. Both the Client and IntoMachines can make changes to the scope and/or content of the purchased SaaS service. The additional costs associated with this will be borne by the Client. The client will be informed about this as soon as possible. If the Client does not agree with this, the Parties must consult each other. The Client can only terminate the Agreement in writing with effect from the date on which the change takes effect if the changes are not related to changes in relevant legislation or regulations or if IntoMachines bears the costs of the change.
5. IntoMachines is not obliged to provide the Client with a physical carrier with the software or software.
6. If IntoMachines also makes a backup of the Client's data on the basis of the Agreement, IntoMachines will make a backup at fixed times in accordance with the Agreement and keep it in accordance with the agreed term. However, the Client is itself responsible for complying with the statutory retention and administration obligations that apply to it.
7. IntoMachines is entitled, but never obliged, to investigate the correctness, completeness or coherence of the source materials, requirements or specifications made available to it and to suspend the agreed activities upon discovery of any deficiencies until the Client has corrected the deficiencies in question. has taken away.
8. Unless otherwise agreed, IntoMachines has the right to use images, software and components from third parties, including open-source software, in the development, configuration or adjustment of the software/software. The Client expressly indemnifies IntoMachines against claims from third parties with regard to the use of the above.
9. IntoMachines will keep the source files for as long as IntoMachines provides Services for the Client if and insofar as this is necessary for the proper execution of the assignment, or it is likely that IntoMachines will provide Services for the Client. IntoMachines is entitled to delete the source files after this period. If the Client only gives follow-up orders with regard to this Design after this period, IntoMachines is entitled to charge costs for the redevelopment, repair or recovery of these source files.

Article 23 - Obligations of the Client

1. The Client is obliged to protect all technical protections and other facilities of the IntoMachines Website, and to respect the intellectual property rights vested in the software or software.
2. The Client is responsible for suitable equipment and a user environment.

Article 24 - Development of software

1. IntoMachines can draw up an advice, plan of approach, planning and/or reporting for the benefit of the service. The content of this is not binding and only of an advisory nature, but IntoMachines will

observe its duties of care. The client decides itself and under its own responsibility whether to follow the advice.

2. The Client is obliged to provide all necessary information in a timely manner, completely, correctly and in the desired form for the purpose of developing the software or software.
3. The software or software is made solely on the basis of these written agreements. If the agreements made are too brief to meet the wishes of the Client, the parties must consult and adjust the agreements or the Agreement accordingly.
4. IntoMachines is at all times entitled to require the Client's approval before a work developed by it is delivered or an associated user license is transferred.
5. The Client acquires a non-exclusive, non-transferable, and non-sublicensable right to use the Website from the moment that the Client has fully complied with its (payment) obligations, unless the parties have explicitly agreed otherwise in writing. The source files are explicitly excluded from the use of the Client. Unless the parties have explicitly agreed otherwise in writing, source files will not be delivered to the Client.
6. The software or software developed by IntoMachines is delivered when the Client has signed or has given explicit approval for the software or software within a maximum term of 7 calendar days unless a longer term has been agreed. To this end, the Client can check the written agreements. After the unused expiry of this term, the Client is deemed to have agreed with the software or software. Any repair work after this period is regarded as additional costs.
7. The parties can agree on a test period in which the Client determines any errors and/or defects. These defects must be reported to IntoMachines in writing. The repair work thereof will be borne by IntoMachines unless there are errors of use or errors that cannot be attributed to IntoMachines. The repair period concerns a reasonable period, at least 7 days after the defects have been reported or confirmed by IntoMachines.
8. At IntoMachines' first request, the client is obliged to assess proposals provided by IntoMachines, at least within the agreed period. If IntoMachines is delayed in its work because the Client does not or not timely make an assessment of a proposal made by IntoMachines, the Client is at all times responsible for the resulting consequences, such as delay.
9. The nature of the services means that the result also depends on external factors that can influence the development, such as the quality, correctness and timely delivery of the necessary information and data from the Client and/or its employees. The client guarantees the quality and the timely and correct delivery of the required data and information.

Article 25 - Delivery

1. If the commencement, progress or delivery of the Services is delayed because, for example, the Client has not supplied all the requested information or has not provided it on time, does not provide sufficient cooperation, the advance has not been received in time by IntoMachines or due to other circumstances, which are at the expense and risk of the Client, IntoMachines is entitled to a reasonable

extension of the delivery or completion period. Under no circumstances are the specified terms strict deadlines, nor can IntoMachines be held liable for exceeding the agreed term.

2. All damage and additional costs as a result of delay due to a cause referred to in paragraph 1 are for the account and risk of the Client and will be charged to the Client by IntoMachines.

3. If the Client has to give approval, IntoMachines is entitled to suspend the execution of the Agreement until the moment that the Client has given its approval.

4. IntoMachines makes every effort to realize the service within the agreed term, insofar as this can reasonably be expected of it. In case of urgency, the Client is obliged to reimburse IntoMachines for the additional costs involved.

5. IntoMachines makes every effort to provide the Service in accordance with the Offer as much as possible.

6. IntoMachines has the right to sign all Products and results designed and/or developed by it, or to have its name mentioned. It also has the right to use all its designs, designs and all items to which its intellectual property rights rest for its own promotion and/or publicity without obtaining (prior) explicit permission from the Client.

7. After delivery, the responsibility lies for correct compliance with the relevant third-party licenses when using the developed design at the Client's. IntoMachines will provide the Client with sufficient information about the applicable license conditions.

Article 26 - Transfer of risk

The risk of theft and loss, misappropriation or damage of data, documents, software, data files and/or items that are used, made or delivered in the context of the execution of the Agreement, is transferred to the Client at the the moment at which these are actually made available to the Client, or at the time of the first moment of commissioning the software or software.

Article 27 - Guarantees

1. IntoMachines performs the Services in accordance with the standards applicable in the industry. If any guarantee is given, this is limited to what has been expressly agreed in writing. During the warranty period, IntoMachines guarantees a sound and customary quality of the delivered goods.

2. The Client can only invoke the guarantee given by IntoMachines if the Client has fully complied with its payment obligations.

3. If the Client rightly invokes the warranty, IntoMachines is obliged to carry out a repair or replacement free of charge. In addition, if there is any additional damage, the applicable liability provisions of these general terms and conditions will be adhered to.

4. IntoMachines does not guarantee that the software or software functions without errors and/or interruptions. IntoMachines makes every effort to correct errors in the software within a reasonable

period of time. The repair only relates to software or software that has been developed by IntoMachines itself and the defects have been reported by the Client in a timely manner. IntoMachines is entitled to postpone the repair until a new version of the software is put into use. Defects in software not developed by IntoMachines can be repaired in consultation at the expense and risk of the Client.

5. The Client accepts the software or software 'AS IS'.

6. The Client must immediately and in writing report any defects found to IntoMachines in such a way that IntoMachines is able to reproduce and repair the defects. The defect is reported at the moment that the Client of IntoMachines provides a confirmation of the report to the Client.

7. Any advice provided by IntoMachines on the basis of incomplete and/or incorrect information provided by the Client is never a ground for liability on the part of IntoMachines.

8. The content of the advice provided by IntoMachines is not binding and only advisory in nature. The Client itself decides and under its own responsibility whether it will follow the proposals and advice of IntoMachines mentioned herein. All consequences arising from the follow-up of the advice are for the account and risk of the Client. The client is at all times free to make its own choices that deviate from the advice provided by IntoMachines. IntoMachines is not bound by any form of refund if this is the case.

9. Recovery also includes the provision of temporary solutions. The warranty never covers the recovery of corrupted or lost data. IntoMachines is not obliged to restore this data. If agreed, IntoMachines can reasonably cooperate, but is never responsible or obliged to restore any mutilated and/or lost data. The Client must at all times take measures to prevent and limit malfunctions, defects, mutilation and/or loss of data, whether or not on the basis of information provided by IntoMachines.

10. During the warranty period, the Client can only invoke this warranty provision and IntoMachines is not obliged to pay any compensation arising from the defects found during the warranty period.

11. If a defect is not covered by the free repair during the warranty period, the Client must reimburse the relevant costs.

12. IntoMachines does not guarantee that the software to be kept available, in the context of the SaaS service, is adapted in time to changes in relevant legislation and regulations but will make every effort to realize this as quickly as possible.

Article 28 - Use and maintenance of software

1. IntoMachines makes the agreed and developed software or software available to the Client for use in the context of the SaaS service during the term of the Agreement on the basis of a user license. The right to use the website is non-exclusive, non-transferable, non-pledgeable and non-sublicensable and limited to these terms and conditions.

2. If agreed, IntoMachines will perform maintenance on the software or software. The scope of the maintenance obligation extends to what has been explicitly agreed by the Parties. Even if this has not been explicitly agreed, IntoMachines can carry out maintenance work or interrupt the performance of its services if it deems this necessary for the purpose of being able to perform maintenance. Carrying

out maintenance can also cause interruptions in the performance of the services, which does not justify the Client's right to compensation.

3. The Client is obliged to report any defects, errors or other malfunctions in the software or software in writing to IntoMachines, after which IntoMachines will repair the errors and/or make improvements in accordance with its usual procedures. If desired, IntoMachines is entitled to first apply temporary solutions, after which a structural solution can be devised and implemented in consultation with the Client.

4. The Client is obliged to cooperate with IntoMachines on first request.

5. Despite the agreed maintenance obligations of IntoMachines, the Client has an independent responsibility for the management and use of the software or software.

6. In principle, the maintenance includes the following Services (i) corrective, (ii) preventive and (iii) adaptive maintenance. In the event of corrective, preventive and/or adaptive maintenance, IntoMachines is entitled to (temporarily) decommission the SaaS service in whole or in part. The Client is not entitled to any compensation during this interruption. IntoMachines will have the interruption take place outside office hours as much as possible and no longer than is necessary for maintenance.

7. IntoMachines is entitled to make changes in the technology of the data network or telecommunications network and other changes in the services offered by IntoMachines. These changes may affect the peripheral equipment used by the Client, for which IntoMachines cannot be held to pay any compensation.

Article 29 - Notice and takedown

If and insofar as there is an infringement of the rights of IntoMachines or third parties and/or unlawful acts by the Client, IntoMachines is entitled to immediately close that part of the SaaS service or to exclude the Client of use. IntoMachines will immediately remove any infringing / harmful information. As a result, it is possible that the Client cannot or cannot fully use the SaaS service of IntoMachines. Under no circumstances is IntoMachines liable for damage of any nature whatsoever as a result of the (temporary) shutdown of the SaaS service and/or the removal or passing on of the data posted by the Client.

Article 30 - Liability

1. IntoMachines is not responsible for errors and/or irregularities in the functionality of the software or software malfunctions or the unavailability of the software or software for whatever reason.

2. Liability of IntoMachines for (the functioning of) plug-ins from third parties is excluded. Furthermore, IntoMachines is not liable for damage arising as a result of or in connection with changes made or work performed in or to the IntoMachines Website that took place without the express permission of IntoMachines.

3. The Client is responsible for the correct security of its own devices, the security of passwords and more. Under no circumstances is IntoMachines liable for this.
4. The Client guarantees the correctness and completeness of the information and wishes it provides with regard to the SaaS service.
5. IntoMachines is not responsible for errors and/or irregularities in the functionality of the software, malfunctions or the unavailability of the software for whatever reason.
6. Liability of IntoMachines for (the functioning of) plug-ins or other software of third parties is excluded.

Part III - Sale of Products

Part III includes additional and/or deviating provisions to Part I. If no additional or deviating provisions are included in Part III compared to Part I, then reference is made to the contents of Part I in this regard.

Article 31 - The Offer and the conclusion of the Agreement

1. A composite quotation does not oblige IntoMachines to deliver part of the goods included in the offer or Offer at a part of the stated price.
2. If and insofar as there is an offer, this does not automatically apply to repeat orders. Offers are only valid until stocks last, and on the run-out principle.
3. The Agreement is concluded at the moment that the Client has accepted an Offer from IntoMachines by paying for the relevant Product.
4. Products that cannot be taken back due to (hygienic reasons, customization, etc.) are excluded from the right of withdrawal. This is expressly stated in the Offer.

Article 32 - Delivery

1. If the commencement, progress or delivery of the Agreement is delayed because, for example, the Client has not supplied all the requested information or has not provided it on time, does not provide sufficient cooperation, the payment or deposit has not been received in time by IntoMachines or if any delay occurs due to other circumstances beyond the control of IntoMachines, IntoMachines is entitled to a reasonable extension of the delivery or completion period. All agreed delivery times are never strict deadlines. The client must give IntoMachines written notice of default and allow it a reasonable term to still be able to deliver. The client is not entitled to any compensation due to the delay.
2. The Client is obliged to take delivery of the goods at the time they are made available to it in accordance with the Agreement, even if they are offered to it earlier or later than agreed.
3. If the Client refuses to take delivery or is negligent in providing information or instructions necessary for the delivery, IntoMachines is entitled to store the goods at the expense and risk of the Client.

4. If the Products are delivered by IntoMachines or an external carrier, IntoMachines is entitled, unless otherwise agreed in writing, to charge any delivery costs. These will then be invoiced separately unless expressly agreed otherwise.
5. If IntoMachines requires data from the Client in the context of the execution of the Agreement, the delivery time will only commence after the Client has made all data necessary for the execution available to IntoMachines.
6. If IntoMachines has specified a term for delivery, this is indicative. Longer delivery times apply for delivery outside the Netherlands.
7. IntoMachines is entitled to deliver the goods in parts, unless the Agreement deviates from this, or the partial delivery does not have an independent value. IntoMachines is entitled to invoice the thus delivered separately.
8. Deliveries will only be made if all invoices have been paid, unless expressly agreed otherwise. IntoMachines reserves the right to refuse delivery if there is a well-founded fear of non-payment.

Article 33 - Packaging and transport

1. IntoMachines undertakes towards the Client to properly package the goods to be delivered and to secure them in such a way that they reach their destination in good condition during normal transport.
2. Unless otherwise agreed in writing, all deliveries include turnover tax (VAT), including packaging and packaging material.
3. Accepting items without comments or comments on the consignment note or receipt serves as proof that the packaging was in good condition at the time of delivery.

Article 34 - Examination, complaints

1. The client is obliged to inspect the delivered goods at the time of delivery or delivery, but in any case, within 14 days after receipt of the delivered goods, but only to unpack or to the extent necessary to assess whether it retains the Product. In doing so, the Client must investigate whether the quality and quantity of the delivered goods correspond to the Agreement and whether the Products meet the requirements that apply to them in normal (trade) traffic.
2. The Client will report any claims regarding defects, damage or non-conformity of the Products that can reasonably be determined upon inspection of the Products to IntoMachines in writing within 14 working days after receipt of the Products on the Client's site. The Client will notify IntoMachines of all other claims in writing within six months of the date of delivery. At the request and expense of IntoMachines, the Client will immediately return Products that the Client claims to be non-compliant or damaged to IntoMachines for inspection by IntoMachines. IntoMachines will not accept claims that are

not made in accordance with the requirements set out in this paragraph and within the time limits referred to in this paragraph. If IntoMachines is responsible for the non-conformity or damage to the Product, IntoMachines will, at its option, repair the Products, replace them with new Products or return the purchase price for the Products to the Client. IntoMachines will have no other obligation or liability towards the Client with regard to non-conforming or damaged Products than stated in the previous sentence.

3. The Client is obliged to investigate and inform itself in which way the Product should be used and, in the event of personal use, to test the Product in accordance with the instructions for use. IntoMachines accepts no liability for incorrect use of the Product by the Client.

4. Any visible defects or shortcomings must be reported to IntoMachines in writing after delivery to sales@intomachines.com. The client has a period of 14 days after delivery. Non-visible defects or shortcomings must be reported within 14 days of discovery, but no later than 6 months after delivery. In the event of damage to the Product due to careless handling by the Client itself, the Client itself is liable for any decrease in value of the Product.

5. If a complaint is made in time pursuant to the previous paragraph, the Client remains obliged to pay for the purchased goods. If the Client wishes to return defective goods, this will only take place with the prior written consent of IntoMachines in the manner indicated by IntoMachines.

6. IntoMachines is entitled to start an investigation into the authenticity and condition of the returned Products before a refund will be made.

7. Refunds to the Client will be processed as soon as possible, but the refund can take no later than 14 days after receipt of the Client's declaration of dissolution. Refunds will be made to the previously specified account number.

8. If the Client exercises its right to complain, the Client, being a Company, has no right to suspend its payment obligation nor to settle outstanding invoices.

9. In the absence of a complete delivery, and/or if one or more Products are missing, and this is attributable to IntoMachines, IntoMachines will send the missing Product(s) or cancel the remaining order at the request of the Client. The confirmation of receipt of the Products is leading in this regard. Any damage suffered by the Client as a result of the (deviating) scope of the delivery cannot be recovered from IntoMachines.

Article 35 - Retention

of title 1. All goods delivered by IntoMachines remain the property of IntoMachines until the Client has fulfilled all the following obligations under all Agreements concluded with IntoMachines.

2. The Client is not authorized to pledge or encumber the items subject to retention of title in any other way if the ownership has not yet been transferred in full.

3. If third parties seize the goods delivered subject to retention of title or wish to establish or enforce rights thereon, the Client is obliged to inform IntoMachines of this as soon as can reasonably be expected.
4. In the event that IntoMachines wishes to exercise its property rights referred to in this article, the Client already now grants unconditional and irrevocable permission and authorization to IntoMachines or third parties to be designated by them to enter all those places where the properties of IntoMachines are located and to take those things back.
5. IntoMachines has the right to retain the Product(s) purchased by the Client if the Client has not yet (fully) fulfilled its payment obligations, despite an obligation to transfer or hand over from IntoMachines. After the Client has fulfilled its obligations, IntoMachines will make every effort to deliver the purchased Products to the Client as soon as possible.
6. Costs and other (consequential) damage as a result of retaining the purchased Products are for the account and risk of the Client and will be reimbursed to IntoMachines by the Client on first request.

Article 36 - Product guarantee

IntoMachines guarantees that the Products comply with the Agreement, the specifications stated in the offer, usability and/or reliability and the legal rules/regulations at the time of the conclusion of the Agreement. This also applies if the goods to be delivered are intended for use abroad and the Client has explicitly notified IntoMachines of this use at the time of entering into the Agreement.

Article 37 - User instructions Products and liability

1. The Client must follow the regulations and instructions of IntoMachines.
2. IntoMachines is not liable for and/or obliged to repair damage caused by the use of the Product. IntoMachines provides strict maintenance and usage instructions that must be complied with by the Client. All damage to Products as a result of moving and using is expressly excluded from liability (this includes traces of use, use damage, fall damage, light and water damage, theft, loss, etc.).

's-Hertogenbosch, September 15, 2022.

