GENERAL TERMS AND CONDITIONS DIGIFRAME BV

DIGIFRAME B.V., MALTAKADE 4, 3446 BC WOERDEN, CHAMBER OF COMMERCE UTRECHT 30169196

Article 1: Definitions

In these general terms and conditions, the following terms are used:

1.1 Digiframe: Digiframe B.V., located in Woerden, Chamber of Commerce number 30169196

1.2 Client: the natural person or legal entity entering into an agreement with Digiframe

1.3 Agreement: any written or digital agreement between Digiframe and Client

1.4 Services: all work, advice, deliveries and services provided by Digiframe

1.5 Materials: all systems, models, diagrams, software, documentation and other materials

1.6 Intellectual property rights: all intellectual property rights, including copyrights, trademark rights, patent rights and know-how

1.7 GDPR: the General Data Protection Regulation (EU) 2016/679

1.8 Personal data: all data concerning an identified or identifiable natural person

Article 2: Applicability

2.1 These terms and conditions apply to all offers, quotations and agreements of Digiframe, unless otherwise agreed in writing.

2.2 General terms and conditions of the Client are expressly rejected, unless they have been accepted in writing by Digiframe.

2.3 Changes to these terms and conditions are only valid if agreed in writing and signed by both parties.

2.4 If one or more provisions prove to be null and void or voidable, the remaining provisions remain fully in force.

Article 3: Offers and formation of agreement

3.1 All offers from Digiframe are non-binding and valid for 30 days, unless otherwise stated.

3.2 An agreement is formed by written acceptance of a quotation by the Client or by commencement of work by Digiframe.

3.3 Oral agreements are only binding after written confirmation by an authorized person of Digiframe.

3.4 Digiframe reserves the right to refuse an assignment without stating reasons.

Article 4: Prices and payment

4.1 All prices are exclusive of VAT and other government levies, unless otherwise stated.

4.2 Digiframe is entitled to adjust prices in case of changes in cost factors after quotation submission.

4.3 Invoices must be paid within 14 days of the invoice date, unless other payment terms have been agreed in writing.

4.4 In case of late payment, the Client is in default after expiration of the payment period without notice of default and owes:

- Statutory interest from the due date
- Extrajudicial collection costs of 15% of the outstanding amount with a minimum of €75

4.5 Digiframe may demand advance payment or security before commencing work.

4.6 The Client has no right to set-off, unless otherwise agreed in writing.

Article 5: Performance of work

5.1 Digiframe will perform the work to the best of its ability in accordance with applicable professional standards.

5.2 Stated deadlines are indicative unless expressly agreed otherwise. Exceeding deadlines does not give the Client the right to compensation.

5.3 Digiframe has the right to (temporarily) interrupt work in case of:

- Non-performance of payment obligations by the Client
- Non-provision of required cooperation by the Client

5.4 In case of phased execution, Digiframe may postpone the start of the next phase until the Client has approved the previous phase in writing.

Article 6: Client cooperation

6.1 The Client provides timely all necessary cooperation, information and access that Digiframe reasonably needs.

6.2 Data and materials provided by the Client meet the specifications set by Digiframe.

6.3 The Client ensures a suitable working environment if work is performed at the Client's location.

6.4 Additional costs due to delays or setbacks resulting from insufficient cooperation are at the Client's expense.

Article 7: Intellectual property rights and ownership

7.1 Existing intellectual property rights: All intellectual property rights to existing materials, methods, concepts, software, documentation and know-how of Digiframe remain the property of Digiframe at all times.

7.2 Custom software: For software developed exclusively for the Client:

- The source code becomes the property of the Client after full payment, if this is expressly agreed in writing
- Used frameworks, libraries and standard components remain the property of their respective owners
- Digiframe retains the right to use this software as reference

7.3 Know-how and inventions: Know-how, methods, concepts and inventions developed during execution remain the property of Digiframe.

7.4 Right of use: Unless otherwise agreed, Digiframe grants the Client a non-exclusive right of use for delivered materials, limited to the agreed purpose.

7.5 Third party infringement: Digiframe does not indemnify the Client against third party claims regarding intellectual property rights, unless expressly agreed otherwise.

Article 8: Data protection and privacy

8.1 Both parties commit to compliance with the GDPR and other applicable privacy legislation.

8.2 For processing of personal data, parties conclude a separate processor agreement in accordance with Article 28 GDPR.

8.3 Digiframe takes appropriate technical and organizational measures to secure personal data.

8.4 The Client warrants that personal data provided by them have been lawfully obtained and may be processed.

8.5 In case of a data breach, Digiframe informs the Client within 24 hours after discovery.

Article 9: Confidentiality

9.1 Both parties maintain confidentiality regarding all confidential information they receive from each other.

9.2 Confidential information includes all non-public business information, technical data, software, documentation and other materials.

9.3 The confidentiality obligation applies indefinitely and continues after termination of the agreement.

9.4 Exception applies to information that:

- Is or becomes generally known without breach of this agreement
- Is lawfully obtained from third parties
- Must be disclosed by law or regulation

Article 10: Warranties

10.1 Services: Digiframe warrants that services are performed professionally and in accordance with written specifications.

10.2 Software development: Digiframe warrants that software developed by them meets the written functional specifications agreed upon at delivery.

10.3 Warranty period:

- Software development: 3 months after delivery
- Other services: 1 month after completion
- Hardware: according to manufacturer's warranty

10.4 Warranty conditions:

- Defects must be reported in writing within warranty period
- Warranty expires in case of own repairs, modifications or improper use
- Repair is done free of charge unless defects are not caused by Digiframe

10.5 No warranty on:

- Results dependent on factors outside Digiframe's sphere of influence
- Third party software
- Hardware defects due to wear or misuse

Article 11: Liability

11.1 Limitation: Digiframe's total liability is limited to the amount paid out under their professional liability insurance, with a maximum of the agreed contract sum (excluding VAT) or €50,000 if this is higher.

11.2 Exclusion of limitation: This limitation does not apply to:

- Damage due to intent or deliberate recklessness by Digiframe
- Personal injury or death
- Damage due to non-performance of expressly warranted characteristics

11.3 Direct damage: Digiframe is only liable for direct damage.

11.4 Indirect damage: Any liability for indirect damage is excluded, including:

- Consequential damage, business damage, missed savings
- Damage due to business interruption
- Loss of goodwill or customers
- Information loss or corruption

11.5 Time limit: Any claim for damages expires within one year after the damage occurred.

11.6 Client's deductible: Client bears a deductible of €500 per damage incident.

Article 12: Changes and additional work

12.1 Changes to the assignment can only be agreed in writing.

12.2 Additional work is charged at the applicable hourly rates, unless a fixed price has been agreed in advance.

12.3 Changes may affect agreed deadlines and prices.

Article 13: Suspension and termination

13.1 Suspension: Digiframe may suspend performance in case of:

- Non-performance of payment obligations by the Client
- Well-founded fear of Client's creditworthiness

- Non-provision of required cooperation

13.2 Termination: Both parties may terminate the agreement in writing in case of:

- Material breach after written notice with reasonable term
- Bankruptcy, suspension of payments, liquidation of the other party
- Other circumstances that make performance reasonably impossible

13.3 Consequences of termination:

- Work already performed is compensated pro rata
- Digiframe retains right to damages
- Provided materials are returned

Article 14: Continuing agreements

14.1 Agreements for indefinite periods may be terminated by both parties with due observance of a notice period of 1 month.

14.2 Termination is done in writing by the end of a calendar month.

14.3 Agreements for definite periods end by operation of law, unless extended in writing in time.

Article 15: Force majeure

15.1 Definition: Force majeure is any circumstance that prevents performance and is not attributable to Digiframe, including:

- Natural disasters, epidemics, war, terrorism
- Government measures, strikes
- Failures in internet, telecommunications or energy supply
- Non-performance by essential suppliers

15.2 Consequences: In case of force majeure, obligations are suspended without liability for damages.

15.3 Final termination: After 3 months of force majeure, both parties may terminate the agreement in writing.

Article 16: Final provisions

16.1 Applicable law: Dutch law applies exclusively to all agreements.

16.2 Dispute resolution: All disputes are submitted to the competent court in the district of Utrecht.

16.3 Mediation: Parties commit to attempting mediation through a recognized mediation institute before litigation.

16.4 Changes: These terms and conditions can only be changed in writing.

16.5 Validity: These terms and conditions are valid from January 1, 2025.