

General Terms and Conditions

D3V10U5 - Technical services for PCB product and electronics development and assembly of prototypes and small series. Below you will find the General Terms and Conditions. These always apply when you use the services of D3V10U5 or D3V10U5 Creative Engineering, hereafter referred to as D3V10U5.

Last updated on: January 1st, 2024

Article 1. Definitions

- 1.1. General Terms and Conditions: These General Terms and Conditions..
- 1.2. D3V10U5: Represented by A.J.P. van de Cruyssen, located at Ruusbroecstraat 131, 5702AW Helmond, registered with the Chamber of Commerce under number 85774308, also available at www.d3v10u5.com.
- 1.3. Service(s): The service(s) as described in the Agreement.
- 1.4. Products: All products as described in the Agreement.
- 1.5. Intellectual Property: Rights (of intellectual property) including but not limited to copyrights (including the copyright on software), drawings, designs, database rights, domain names, trade name rights, trademark rights, model rights, neighboring rights, patent rights, and rights to know-how.
- 1.6. Quotation: A written offer from D3V10U5.
- 1.7. Client: The natural or legal person, acting in the exercise of a profession or business, who has entered into an Agreement with D3V10U5.
- 1.8. Delivery: Occurs after approval by the Client, after use by the Client, or by notification to the Client followed by no response from the Client within 7 days after notification.
- 1.9. Agreement: The agreement between the Parties under which D3V10U5 provides its Products and Services to the Client and of which the General Terms and Conditions are an integral part.
- 1.10. Party/Parties: D3V10U5 and the Client together or individually.

- 1.11. Confidential Information: Non-public information related to a Party and information that a Party indicates is confidential or that should reasonably be treated as confidential based on the nature of the information or the circumstances under which the disclosure occurs.
- 1.12. Employee: The person employed by one of the Parties or working on an assignment basis for the relevant Party..
- 1.13. Business Client: The Client acting in the exercise of a profession or business.

Article 2. Applicability and Interpretation

- 2.1. The General Terms and Conditions apply to and form part of every (legal) act related to the preparation, creation, or performance of the Agreement. The General Terms and Conditions also apply to all subsequent Agreements between the Client and D3V10U5 if the Client has accepted their applicability in previous Agreements with D3V10U5.
- 2.2. The applicability of any purchasing or other conditions of the Client is expressly excluded.
- 2.3. Provisions or conditions set by the Client that deviate from or are not included in the General Terms and Conditions only apply to the Agreement if the Parties have agreed to this in writing.
- 2.4. In case specific product, promotion, or service conditions apply in addition to these General Terms and Conditions, those conditions also apply.

Article 3. Formation of the Agreement

- 3.1. All Quotations and other offers from D3V10U5 are without obligation and valid for 14 days.
- 3.2. The Agreement is concluded at the moment the Client accepts the Quotation from D3V10U5 and meets the conditions set by D3V10U5.
- 3.3. An offer is deemed to be accepted if the Agreement is executed without objection. The offer can only be accepted in writing.

Article 4. Execution of the Agreement

- 4.1. D3V10U5 will start executing the Agreement on the date or time agreed upon in the Agreement. If no date is agreed upon, D3V10U5 will start immediately.
- 4.2. If delivery cannot take place within the agreed term, D3V10U5 will inform the Client. The Business Client is deemed to agree with a new delivery date.
- 4.3. The Client acknowledges that they have no authority to give instructions regarding the Products or Services provided by D3V10U5 unless otherwise agreed in writing.

- 4.4. The Client must do and refrain from doing everything reasonably necessary and desirable to enable timely and correct execution of the order. The Client must ensure that all information that D3V10U5 indicates is necessary, or that the Client should reasonably understand is necessary, for the execution of the order is provided to D3V10U5 in a timely manner.
- 4.5. If and to the extent that proper execution of the Agreement requires it, D3V10U5 has the right to engage third parties. The General Terms and Conditions also apply to the work performed by these third parties. These third parties are not authorized to represent.
- 4.6. D3V10U5 is not obligated to have work performed by third parties designated by the Client. The Client is liable for goods prescribed by or on behalf of the Client for the execution of the Agreement or that are or would be delivered by a supplier designated by the Client, as well as for the non-delivery or late delivery thereof.

Article 5. Duration and Termination of the Agreement

- 5.1. The duration of the Agreement is set out in the Agreement. If no duration is specified, the Agreement is considered to be for a period of 1 week to 12 months or as long as deemed necessary by both parties.
- 5.2. A Business Client can terminate the Agreement prematurely, subject to a notice period of 4 weeks.
- 5.3. In the event of termination, the Client must pay the full amount, minus any savings resulting from the termination for D3V10U5. D3V10U5 will then deliver the already completed work. If the price is based on the actual costs to be incurred by D3V10U5, the price payable by the Client is calculated based on the costs incurred, the work performed, and the profit that D3V10U5 would have made on the entire work. The amounts remain due after termination of the Agreement and are immediately payable from the day of termination.
- 5.4. D3V10U5 may suspend or terminate the Agreement at any time if:
- The Client is declared bankrupt;
 - The Client is granted a suspension of payments;
 - The business of the Business Client is dissolved or liquidated.
- 5.5. Obligations that by their nature are intended to continue even after the end of the Agreement remain in force after the end of the Agreement and apply to the Client and their successors..

Article 6. Price and payment

- 6.1. The Client pays D3V10U5 the amount specified in the Agreement. All prices quoted by D3V10U5 are in euros. In some cases, a deposit is required. The deposit amount is included in the Agreement.
- 6.2. All prices quoted by D3V10U5 are exclusive of VAT and other government-imposed levies unless otherwise stated.
- 6.3. Each invoice has a payment term of 14 days.
- 6.4. If a price is based on data provided by the Client and these data prove to be incorrect, D3V10U5 has the right to adjust the price accordingly, even after the Agreement has been concluded.
- 6.5. If the Client does not fulfill their payment obligation(s) on time, D3V10U5 will notify the Client of the late payment. After notification of the late payment, D3V10U5 grants the Client a term of 14 days to still fulfill their payment obligations.
- 6.6. In the event of late payment, the Client is required to pay, in addition to the owed amount and statutory interest, full compensation for both extrajudicial and judicial collection costs, including the costs for lawyers, legal experts, bailiffs, and collection agencies.
- 6.7. Within legal frameworks, D3V10U5 can inquire about whether the Client can meet their payment obligations, as well as all facts and factors relevant for responsible engagement in the Agreement. If D3V10U5 has valid grounds based on this investigation to not enter into the Agreement, they are entitled to refuse an order or request, or to attach special conditions to the execution such as advance payment..

Article 7. Client Obligations

- 7.1. The Client ensures that all (technical) information, decisions, and data that they believe are necessary for the execution of the Agreement are provided to D3V10U5 in a timely manner. The Client is responsible for their accuracy and completeness. This includes but is not limited to complying with permit applications and other legal requirements and providing a clear description of the desired work and/or documents from which this can be derived, as well as technical documentation.
- 7.2. If necessary for the execution of the Agreement, the Client ensures timely, free access to the site, building, and/or location where the work is to be performed. The Client ensures that D3V10U5 can use a suitable storage space free of charge, as well as any necessary (utility) facilities such as electricity, (drinking) water, gas, compressed air, telecom, or sewer connection.
- 7.3. The Client ensures clean, safe, and healthy working conditions and is obliged to timely warn D3V10U5 and its Employees of dangerous situations The Client

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- 7.4. The Client is responsible for circumstances that prevent or hinder the execution of the work..

Article 8. Additional Work

- 8.1. All changes in the execution of the Agreement, either at the request of the Client or due to circumstances that necessitate a different execution, are considered additional work when they incur additional costs. These General Terms and Conditions apply to the additional work..
- 8.2. If additional work is performed at the request or with the consent of the Client, the additional work will be reimbursed by the Client. D3V10U5 may refuse such a request or negotiate terms.
- 8.3. The Client acknowledges that additional work may cause delays in the delivery of Products and Services, even if a delivery time has been agreed upon. The Client is not entitled to compensation for such delays..
- 8.4. If additional work arises during the execution of the Agreement, it does not provide grounds for the Client to terminate or dissolve the Agreement.
- 8.5. Cost-increasing circumstances not attributable to D3V10U5 will be settled as additional work. D3V10U5 will inform the Client of these circumstances as soon as possible..

Article 9. Delivery and Delivery Time

- 9.1. Delivery periods mentioned by D3V10U5 are indicative and do not constitute a strict deadline unless the Parties have agreed otherwise in writing.
- 9.2. D3V10U5 reserves the right to have the necessary goods and equipment delivered to the Client if possible. The ready-to-use equipment and goods can be stored at the Client's expense and risk.
- 9.3. D3V10U5 retains ownership of all Products until the Client has fulfilled all payment obligations towards D3V10U5, including amounts owed due to any deficiencies.
- 9.4. Goods must be handled or used in a proper manner before any claim to service or warranty can be made. This includes adhering to and being able to demonstrate the appropriate measures against static electricity, extreme temperatures or humidity, overloading, or improper use or storage.

Article 10. Intellectual Property Rights

- 10.1. All Intellectual Property Rights related to the Products and Services provided by D3V10U5 belong to D3V10U5 unless otherwise agreed in writing.

- 10.2. The Client receives a non-exclusive, non-transferable, and non-sublicensable right to use the delivered Products and Services for the duration of the Agreement.
- 10.3. The Client is not permitted to disclose, reproduce, modify, or exploit the Products and Services without the prior written consent of D3V10U5.
- 10.4. The Client shall not perform any actions that could infringe upon the Intellectual Property Rights of D3V10U5 and/or its licensors, including but not limited to the unauthorized public disclosure and/or reproduction of the aforementioned items in whole or in part. The Client acknowledges and accepts that any unauthorized use or actions constitute a breach of the Agreement and applicable law.

Article 11. Confidentiality

- 11.1. Parties shall treat information provided to each other before, during, or after the execution of the Agreement as confidential when such information can reasonably be considered confidential, or when explicitly designated as such by either Party. Parties shall also impose this obligation on their Employees as well as on third parties engaged by them for the execution of the Agreement.
- 11.2. The obligation of confidentiality shall persist even after termination of the Agreement for any reason, for as long as the disclosing party can reasonably claim the confidential nature of the information.
- 11.3. In the event of a breach of the provisions of this article, the Client shall incur an immediately due and payable penalty of €5,000.00, without prejudice to the right to claim any damages.

Article 12. Liability

- 12.1. The limitations of liability set forth in this Agreement shall apply unless and to the extent that the damage results from intent or gross negligence of D3V10U5.
- 12.2. D3V10U5 shall endeavor to execute the Agreement with due care and diligence. D3V10U5 cannot influence the ultimate use of the deliverables. Therefore, the Client is responsible for the use of the outcome of the Agreement.
- 12.3. Delivery of the Agreement releases D3V10U5 from any liability for defects that the Client had or reasonably should have discovered at the time of delivery.
- 12.4. The total liability of D3V10U5 for direct damages suffered by the Client as a result of an attributable failure to perform this Agreement, or due to an unlawful act by D3V10U5, its Employees, or third parties engaged by it, is limited per event or series of related events to an amount equal to the price

agreed upon in the Agreement (including VAT), with a maximum of €2,500.00.

- 12.5. Direct damages exclusively include: reasonable costs incurred to determine the cause and extent of the damage, any reasonable costs incurred to have D3V10U5's defective performance comply with the Agreement, and reasonable costs incurred to prevent or limit damage, provided the Client demonstrates that these costs have led to a limitation of direct damage.
- 12.6. Liability of D3V10U5 towards the Client for indirect or consequential damages, loss of turnover or profit, delay damages, loss of data, damages due to exceeding deadlines as a result of changed circumstances, damages resulting from providing defective cooperation, information, or materials by the Client, and damages resulting from information or advice provided by D3V10U5, the content of which is not explicitly part of the Agreement, is excluded.
- 12.7. A condition for any right to compensation is that the Client notifies D3V10U5 of the damage within a reasonable period, but in any case within two (2) months after its occurrence, in writing.
- 12.8. D3V10U5's liability for attributable failure to perform the Agreement arises only if the Client promptly and properly notifies D3V10U5 in writing of the default, setting a reasonable period for rectification of the default, and D3V10U5 remains in default of its obligations even after that period. The notice of default must contain as detailed a description of the default as possible, so that D3V10U5 can respond adequately.
- 12.9. The Client indemnifies D3V10U5 against all claims from third parties (including clients of the Client) for compensation of damage, costs, or interest, relating to this Agreement and/or the Service.
- 12.10. D3V10U5 cannot be held to comply with any obligation under the Agreement if D3V10U5 is prevented from doing so due to force majeure. D3V10U5 is not liable for any damage resulting from force majeure.
- 12.11. Force majeure also includes, but is not limited to: disruptions of public infrastructure, defects in goods, equipment or software or other source materials prescribed for use by the Client, unavailability of Employees, government measures, general transport problems, strikes, wars, terrorist attacks, and domestic unrest.
- 12.12. If a situation of force majeure lasts longer than 90 days, the Parties have the right to terminate the Agreement in writing. The performance already performed under the Agreement will then be settled proportionally, without either party remaining liable to the other for the rest.

Article 13. Amendment of General Terms and Conditions

- 13.1. D3V10U5 reserves the right to amend or supplement these General Terms and Conditions. Amendments shall also apply to previously concluded Agreements with a notice period of 30 days after the announcement of the amendment.
- 13.2. Changes shall be communicated through <http://www.d3v10u5.com/contact>, via email to the Client, or through another channel through which D3V10U5 can prove that the communication has been sent to the Client. Non-substantial changes may be implemented at any time and do not require notification.

Article 14. Final provisions

- 14.1. Dutch law applies to the Agreement.
- 14.2. Unless mandatory legal rules prescribe otherwise, any disputes arising out of the Agreement shall be submitted to the competent Dutch court in the district where D3V10U5 is established.
- 14.3. "Written" communication in these General Terms and Conditions also includes communication via email, provided that the identity of the sender and the integrity of the email are sufficiently established.
- 14.4. If any provision of the Agreement or General Terms and Conditions is found to be void, this shall not affect the validity of the entire Agreement or General Terms and Conditions. In such case, the Parties shall establish new provision(s) to replace the void provision, which shall give effect to the original intention of the void provision to the extent permitted by law.
- 14.5. D3V10U5 is entitled to transfer its rights and obligations arising from the Agreement to a third party that takes over D3V10U5 or its business activities.

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