

General Terms and Conditions

EVAbits B.V.

Version 2.0 — January 2026

Definitions

In these General Terms and Conditions, the following terms shall have the meanings set out below:

- **EVAbits / Contractor:** EVAbits B.V., registered with the Dutch Chamber of Commerce.
 - **Client:** any legal entity acting in the course of its business that concludes an Agreement with EVAbits.
 - **Agreement:** any agreement, order confirmation, quotation accepted by Client, purchase arrangement or other legal relationship between EVAbits and Client.
 - **Work / Services:** all engineering, consultancy, development, design, integration, support or other professional services performed by EVAbits.
 - **Products:** EVAjig hardware, components, accessories, firmware and related tangible deliverables supplied by EVAbits.
 - **Portal:** the EVAjig online platform, including web portal, APIs, cloud services and other software-based services provided by EVAbits.
 - **Employee:** a natural person working for or on behalf of EVAbits.
 - **Force Majeure:** force majeure within the meaning of Article 6:75 of the Dutch Civil Code (Burgerlijk Wetboek).
-

Article 1 – Applicability

1. These General Terms and Conditions apply to all offers, quotations, Agreements, Work, Product deliveries and Portal use, and to all obligations arising therefrom.
 2. The general terms and conditions of the Client are expressly rejected.
 3. Deviations from or additions to these Terms are only valid if agreed in writing.
 4. These General Terms and Conditions may also be invoked by Employees and third parties engaged by EVAbits as third-party beneficiaries.
 5. These Terms are structured in three sections:
 - Section A: General Provisions (applicable to all Agreements).
 - Section B: Engineering and Professional Services.
 - Section C: EVAjig Product and Portal Terms.
 - In case of conflict, the provisions of Sections B or C prevail over Section A with regard to their respective scope.
-

SECTION A – GENERAL PROVISIONS

Article 2 – Performance of the Agreement

1. EVAbits is free to determine the manner in which the Agreement is performed and which Employees or third parties shall carry out the Work.
 2. EVAbits performs its obligations as an independent contractor. No employment or partnership relationship shall arise.
-

Article 3 – Intellectual Property

1. All intellectual property rights vested in or arising from the Work, Products or Portal remain the exclusive property of EVAbits, unless expressly agreed otherwise in writing.
 2. Client only acquires the rights of use that are explicitly granted in writing.
 3. Client is not permitted to reproduce, modify, reverse engineer, publish, provide to third parties or otherwise use EVAbits' intellectual property beyond the agreed purposes.
 4. EVAbits is entitled to use knowledge and experience acquired during execution of the Agreement for other purposes, provided no confidential information is disclosed.
-

Article 4 – Force Majeure

1. If EVAbits cannot fulfil its obligations due to Force Majeure, such obligations shall be suspended for the duration of the Force Majeure situation.
 2. If the Force Majeure situation continues for more than 90 days, either party may terminate the Agreement in writing without liability.
 3. Where EVAbits has already partially performed obligations, it is entitled to invoice the respective part.
-

Article 5 – Prices and Payment

1. All prices are exclusive of VAT and other government levies unless stated otherwise.
 2. Travel time, accommodation costs and other out-of-pocket expenses incurred in connection with Services may be charged separately, unless agreed otherwise.
 3. EVAbits is entitled to adjust its rates if cost-determining factors change after conclusion of the Agreement, unless expressly agreed otherwise.
 4. Payment must be made within 30 days from invoice date, without deduction, suspension or setoff, unless expressly agreed otherwise.
 5. If payment is not made within the agreed period, Client is in default by operation of law and statutory commercial interest and reasonable collection costs are payable.
 6. EVAbits may suspend its obligations or require security/advance payment if Client fails to pay or if there are reasonable grounds to fear non-payment.
-

Article 6 – Liability

1. EVAbits is not liable for indirect or consequential damages, including but not limited to: loss of profit, business interruption, loss of data, reduced production output or reputational damage.
 2. EVAbits' liability is limited to compensation of direct damages only and solely where such damages are the direct consequence of gross negligence or wilful misconduct of EVAbits, determined by a final decision of a competent Dutch court.
 3. Any liability of EVAbits is limited to the following monetary caps, per Agreement and in aggregate:
 - for Services: the fees invoiced for the Work performed during the six (6) months prior to the event giving rise to liability;
 - for Products: the net purchase price of the Product concerned;
 - for Portal: the total license or subscription fees paid by Client during the twelve (12) months prior to the event.
 4. Client is obliged to take measures to prevent and limit damage. EVAbits is entitled to remedy or improve performance before damages are claimed.
 5. Client indemnifies EVAbits against third-party claims resulting from Client's use, misuse, incorrect integration, or provision of incorrect information.
 6. The above limitations shall not apply where exclusion or limitation of liability is prohibited under mandatory Dutch law.
-

Article 7 – Confidentiality

Each party shall treat confidential information received from the other party as strictly confidential. EVAbits will handle business-sensitive data processed via the Portal with appropriate technical and organizational measures.

Article 8 – Termination

Either party may terminate the Agreement with immediate effect if:

- the other party is declared bankrupt or granted suspension of payment; or
- the other party commits a material breach and fails to cure such breach within 30 days after written notice.

Payment obligations remain due after termination.

Article 9 – Governing Law and Jurisdiction

1. Dutch law applies to all Agreements and legal relationships between EVAbits and Client.
 2. Disputes shall be submitted exclusively to the competent court in the district where EVAbits is established.
-

SECTION B –

ENGINEERING & SERVICES

Article 10 – Scope

This section applies to engineering assignments, consultancy, design, development, integration services and comparable professional activities.

Article 11 – Execution Terms

Deadlines for completing Work apply only as strict deadlines if expressly agreed in writing. Otherwise they are indicative.

Article 12 – Client Obligations

1. Client shall provide EVAbits with timely, complete and correct information. Client bears responsibility for consequences of inaccurate or incomplete information.
 2. If Services are performed at Client's premises, Client shall ensure conditions enabling proper performance and access, including safe working environments in compliance with applicable health and safety regulations.
 3. Client shall not, during the term of the Agreement and for twelve (12) months thereafter, directly or indirectly employ or engage Employees involved in the performance of the Agreement, without EVAbits' prior written consent.
-

Article 13 – Intellectual Property on Engineering Deliverables

Unless expressly agreed otherwise in writing:

- intellectual property rights arising from Services remain with EVAbits;
 - Client is granted a limited right of use for internal business purposes only.
-

SECTION C –

EVAjig PRODUCT & PORTAL TERMS

Article 14 – Delivery of Products

1. Unless agreed otherwise in writing, delivery is Ex Works (Incoterms 2020).
 2. Risk of loss or damage passes to Client upon delivery.
 3. If Products are exported outside Europe, Client is responsible for compliance with local legal and regulatory requirements.
-

Article 15 – Warranty

1. EVAbits warrants that Products are free from manufacturing defects for a period of twelve (12) months from delivery.
 2. Warranty does not apply to damage resulting from incorrect installation, improper use, modification, external factors, normal wear and tear or failure to follow EVAbits instructions.
 3. EVAbits' warranty obligation is limited, at EVAbits' discretion, to repair, replacement or crediting (part of) the purchase price.
 4. Return of Products takes place at Client's expense, unless agreed otherwise.
-

Article 16 – Installation, Use and Safety

Client is solely responsible for:

- correct installation and integration of Products into its environment;
- compliance with applicable machine safety, electrical safety and workplace regulations;
- adequate operator training and safe operation.

EVAbits does not accept liability for production results, process outcomes, or business decisions made using EVAjig data, unless expressly agreed in writing.

Article 17 – Support and Service

1. EVAbits shall make reasonable efforts to provide remote support and diagnostics.
 2. On-site support is only provided if explicitly agreed, subject to availability and subject to additional costs payable by Client.
 3. Client shall provide reasonable cooperation for remote troubleshooting.
-

Article 18 – Portal Use

1. EVAbits grants Client a non-exclusive, non-transferable right to use the Portal during the Agreement term.
 2. Client shall not misuse the Portal or use it in violation of law or in a manner that may disrupt its operation.
 3. EVAbits may temporarily suspend Portal access for maintenance, upgrades or security reasons.
 4. Business-sensitive data processed via the Portal shall be handled confidentially. No personal data processing takes place through the Portal, unless agreed otherwise.
 5. EVAbits does not guarantee uninterrupted availability of the Portal and is not liable for data loss, except in case of wilful misconduct or gross negligence.
 6. Upon termination of Portal use, access shall cease. EVAbits may delete stored data after reasonable notice, unless otherwise agreed.
-

Article 19 – Firmware and Software Updates

EVAbits may provide firmware or software updates. EVAbits is not obliged to support outdated versions.

Article 20 – Final Provisions

1. If any provision of these general terms and conditions or of the underlying Assignment / Agreement should be wholly or partly void and / or not valid and / or unenforceable, as a result of any statutory regulation, court decision or otherwise, this will not have consequences for the validity of all other provisions of these general terms and conditions or the underlying Assignment / Agreement.
 2. If no appeal can be invoked in law on any single provision in the Assignment or on a part of the Assignment, the remaining part of the Assignment remains in full force, on the understanding that the provision on the part that cannot be invoked must be adapted in such a way that an appeal is possible, whereby the intention of the parties with regard to the original provision or the original part is maintained as much as possible.
-