

## **General terms and conditions AMOTEK Technologies**

AMOTEK Technologies BV. , registered in the Crossroads Bank of Enterprises with number 0747.678.2968 and with registered office at 2550 Kontich, Groeningenlei 16 (hereinafter "AMOTEK Technologies") is a company specialised in software development and all related services in Antwerp.

In this context, it provides (products and) services (hereinafter the "Services"), including but not limited to:

- Analysis, development, commercialisation and exploitation of software;
- Purchase and sale, as well as rental, of supporting hardware components;
- development of digital applications in the broad sense and the provision of services in this connection.

The Customer can be any natural or legal person who enters into a contractual relationship of any kind with AMOTEK Technologies and who acts for purposes that fall within his trade, business, craft or profession (the "Customer").

## 1. Applicability

Without prejudice to the application of any special conditions included in a separate, written agreement, these general conditions apply to every offer, quotation or agreement between AMOTEK Technologies and the Customer.

Placing an order with AMOTEK Technologies implies full knowledge and full and unconditional acceptance of the general terms and conditions of AMOTEK Technologies, unless expressly agreed otherwise.

The Customer acknowledges having been informed of the general terms and conditions and explicitly accepts their application.

The application of the general conditions of AMOTEK Technologies excludes the application of any other general or special conditions of the Customer.

## 2. Order, agreement

The offers made by AMOTEK Technologies to Customers are non-binding and do not bind AMOTEK Technologies as such. Unconfirmed orders from a customer do not bind AMOTEK Technologies either.

An agreement between AMOTEK Technologies and the Customer is only concluded when an order confirmation or any other written agreement is signed or confirmed by e-mail by a manager of AMOTEK Technologies, or when the agreement is carried out by AMOTEK Technologies.

All offers by AMOTEK Technologies are made on the basis of the information that the Customer provides to AMOTEK Technologies. Any change in data may lead to a revision of the price and delivery terms.

AMOTEK Technologies is entitled to have part or all of its obligations under the agreement carried out by a third party on a subcontracting basis, insofar as the present general terms and conditions also apply to this third party.

If no agreement is reached between the Customer and AMOTEK Technologies for the execution of Services, the Customer is obliged to return the designs and all relevant documents for a particular design, development or concrete project that he received within the framework of pre-contractual discussions, to AMOTEK Technologies within 30 days after the simple request to do so. In the absence of this, AMOTEK Technologies has the right, after formal notice, to claim a fixed compensation of EUR 5,000 per design file, without prejudice to the right to recover the damage actually suffered from the Customer.

### 3. Duration, delivery and termination

The agreement shall commence on the date as stated in the confirmed quotation and shall end when all Services have been provided by AMOTEK Technologies to the Customer and the Customer has completed all payments due for the Services, except where a specific term has been agreed.

If a deadline was agreed upon in the offer, this is always strictly indicative and without any obligation to achieve a result on the part of AMOTEK Technologies. AMOTEK Technologies nevertheless undertakes to do its utmost to meet such deadlines.

If the parties have agreed in writing to work with binding delivery periods, and if such periods are not respected, the Customer shall be entitled to terminate all or part of the agreement, provided that he gives AMOTEK Technologies a reasonable period of 4 weeks by registered mail to correct its error. This provision shall not apply in case of force majeure.

In addition, all outstanding payment claims for Services already provided at that time shall remain due.

Finally, the termination of the agreement in accordance with the present article shall in no way entitle the Customer to compensation for any damage at the expense of AMOTEK Technologies.

Agreed deadlines are in any case extended following possible delays attributable to the Customer and/or a third party (for example, in relation to the delivery of certain elements necessary for the execution of the Services by AMOTEK Technologies or if the payment of the agreed advance has not been made).

AMOTEK Technologies is entitled to terminate the agreement with the Customer at any time, with immediate effect, without judicial authorisation, without prior notice of default and without payment of any compensation, in the following cases:

- if the Customer, despite written notice of default observing a period of 7 working days, remains in default with regard to the fulfilment of one or more obligations arising from the agreement;
- in case of cessation of payment or (the filing of) a petition in bankruptcy by the Customer;
- in the event of liquidation or cessation of the activities of the Customer;
- if the control over the Customer changes;

- if the Customer refuses to make an advance payment in accordance with Article 5 of these General Terms and Conditions; or
- If AMOTEK Technologies has good reason to doubt that the Customer will be able to fulfil its obligations towards AMOTEK Technologies.

In the event of such termination, AMOTEK Technologies reserves the right to claim compensation for the costs, interest and damages incurred by AMOTEK Technologies, and all claims of AMOTEK Technologies against the Customer shall become immediately due and payable.

Finally, the customer cannot terminate an agreement entered into without the explicit written consent of AMOTEK Technologies. If AMOTEK Technologies gives its consent to such a termination, this will be on the explicit condition that the buyer will compensate AMOTEK Technologies for all damage that it will suffer as a result of this termination, with a minimum of 15 percent of the agreed price.

## 4. Prices

The prices communicated by AMOTEK Technologies are always without obligation, unless it is expressly stated that they are final. The final prices in its offers are valid for a period of 15 calendar days from the sending of the offer.

Unless the parties would agree in writing on a different compensation arrangement, AMOTEK Technologies shall perform the ordered Services at the flat rate and according to the payment terms agreed in the confirmed offer between AMOTEK Technologies and the Customer.

Any changes to the Services and/or additional works ordered shall be invoiced additionally in accordance with the hourly rates in force at the time such Services/ additional works are ordered.

An adjusted rate will be charged for changes or additional work that needs to be done urgently.

The Customer can request the applicable rates from AMOTEK Technologies at any time.

The Services are provided on working days and within the usual working hours (9-10am to 6-7pm).

The prices are always exclusive of VAT, whereby VAT and any other taxes or levies relating to the Services, including all taxes or levies that come into force since the commencement date of the agreement as stipulated in the confirmed offer, shall be payable in full by the Customer.

## 5. Payment

Unless otherwise stipulated in the confirmed offer, the invoices of AMOTEK Technologies shall be payable no later than fourteen (14) days after the date of issue of the invoice.

Invoices shall be paid in EURO via transfer to the bank account indicated on the relevant invoice.

AMOTEK Technologies is furthermore entitled to demand an advance payment and, in the absence of payment of this advance payment, to suspend the provision of its Services until full payment has been made.

Complaints relating to an invoice are only admissible if the Customer notifies AMOTEK Technologies in writing and in detail within a period of 7 working days after the invoice date (without such notification implying any acknowledgement on the part of AMOTEK Technologies of the content of the invoice). In the absence of such notification, the invoice shall be considered as accepted by the Customer without any reservation.

In the event of non-payment of an invoice on the due date, all other claims against the Customer that have not yet fallen due shall become due by operation of law and without prior notice of default. In this case, AMOTEK Technologies also reserves the right to suspend the execution of all current Services, without prior notice and without compensation, without this suspension giving rise to the termination of the agreement by AMOTEK Technologies or compensation for any damage to the Customer.

In the event of non-payment of an invoice, the Client shall also automatically and without prior notice be liable for interest at a rate of 1% per month from the due date of the invoice. Furthermore, the customer shall automatically and without prior notice be liable for a lump sum of 10% of the invoice amount, excluding VAT, with a minimum of EUR 250, without prejudice to AMOTEK Technologies' right to claim the full amount of the damage actually incurred from the customer in such a case.

Payments made by the Customer to AMOTEK Technologies shall first be applied to the costs owed by the Customer, then to the interest owed and only finally to the principal amount owed.

## 6. Complaints, commercial guarantee

The Customer is obliged to carefully inspect the (products and) Services immediately after receipt. Complaints from the Customer, which relate to products and/or Services provided by AMOTEK Technologies, must be notified by the Customer in writing within 7 working days after delivery and be described very accurately.

Complaints do not suspend the payment obligations.

AMOTEK Technologies guarantees the conformity of the (products and the) Services with the specifications and requirements set out in the offer for a period of three (3) months after their delivery.

During this period, also called the commercial warranty, AMOTEK Technologies will, without additional charge, remedy any error, bug, shortcoming or non-conformity with the specifications, using the following time limits:

- response time: 5 working days;
- Resolution time: 10 working days.

However, the Customer acknowledges that the commercial guarantee shall not apply to faults, defects or shortcomings attributable to:

- natural disasters, such as fire or water damage, earthquakes or lightning strikes;

- Malfunctions in the power grid;
- negligent or incorrect use of the (products and the) Services or failure to follow the instructions included in the offer in this regard;
- adjustments or changes made to the (products and the) Services without the written approval of AMOTEK Technologies.

## 7. Intellectual property rights

The Customer acknowledges and accepts to be sufficiently informed about the possibilities and functionalities of the works developed for him in accordance with the specifications as contained in the confirmed offer.

The designs, images, drawings, models, texts, websites, text proposals, concepts, etc. provided by AMOTEK Technologies may only be used by the Customer for the agreed purpose, as described in the confirmed offer. AMOTEK Technologies shall therefore be entitled to make a claim for compensation if the Customer uses the delivered Services for a different purpose or allows them to be used by third parties.

No agreement with AMOTEK Technologies shall entail a transfer of intellectual property rights, including but not limited to copyrights and neighbouring rights, trademark rights, drawing and design rights, rights in software and patent rights, with regard to the works, unless expressly agreed otherwise.

Under no circumstances may the Customer modify, copy, distribute, transmit, translate, distribute, display, reproduce, publish, license, transfer or sell all or part of the aforementioned works, nor create works derived from the aforementioned elements, without the prior written consent of AMOTEK Technologies, both during and after the execution of the Services.

The Customer shall provide AMOTEK Technologies with all trademarks, signs and logos of the Customer that may be used in this connection.

The Customer expressly authorises AMOTEK Technologies to use such signs on its website for reference purposes.

The terms of use and specifications of third-party software, which is not developed by AMOTEK Technologies but which is listed and accepted by the Customer as part of the confirmed quotation, shall be complied with by the Customer in accordance with the licence attached to it.

AMOTEK Technologies guarantees that it is entitled to provide the customer with the rights of use, and indemnifies the customer against any third-party claims in this respect. This provision does not apply if and insofar as the works have been modified by the customer, unless the latter demonstrates in the latter case that the claims of third parties exclusively relate to the works delivered by AMOTEK Technologies.

The customer will not remove or change indications of AMOTEK Technologies or its suppliers concerning copyrights, brands, trade names or other intellectual property rights.

## 8. Unauthorised use

The customer may not use the offered services or facilities in any way, including the offered storage areas, to commit offences or cause damage or hindrance to AMOTEK Technologies or third parties. The activities of the customer may not give cause to do so either. The customer ensures at all times that no punishable and/or infringing data, files, software, meta-tags, hyperlinks, deeplinks or similar references or information are present on equipment made available by AMOTEK Technologies. At the first request of AMOTEK Technologies, the customer will indemnify AMOTEK Technologies for this (including for legal costs) and will intervene at his own expense in any proceedings brought against AMOTEK Technologies in this regard. The use of Warez, MP3 sites and/or other sites with illegal software is prohibited. Spamming is strictly prohibited on all equipment and systems provided by AMOTEK Technologies and leads to immediate disconnection. The customer assures to immediately respond to any request by AMOTEK Technologies, as well as to any reasonable request by a third party for removal and/or modification of its own content. The customer waives his right to claim any compensation from AMOTEK Technologies. For example, AMOTEK Technologies does not allow pornographic material on its servers, nor does it allow illegal MP3 sites or sites that offer things that are contrary to public order or morality, or that constitute an illegal practice, nor may activities be carried out on AMOTEK Technologies' servers that violate protected works or that are punishable under the Cybercrime Act.

## 9. Limited liability

Except in cases of fraud, intentional wrongdoing or gross negligence, AMOTEK Technologies shall never be liable for or obliged to compensate any intangible, indirect or consequential damages including, but not limited to, loss of profit, loss of sales, loss of revenue, loss of data, loss of reputation, loss of customers and losses resulting from legal action taken by third parties against the Customer.

Furthermore, AMOTEK Technologies cannot be held liable in any way for possible breakdowns of the Internet connection due to technical or other failures, both within and outside the AMOTEK Technologies network.

AMOTEK Technologies shall only be liable to the customer for the actual damage suffered and proven as a result of the obligations contained in the agreements concluded with AMOTEK Technologies, thus excluding any other implicit or non-written obligations.

AMOTEK Technologies' liability under or in connection with an agreement concluded with AMOTEK Technologies shall, per claim or series of claims, arising from the same fact or cause, in any case not exceed the total of the amounts invoiced to and paid by the Customer for the Services over a period of 3 months preceding the occurrence and relating to the specific project to which the claim relates.

The Customer is solely responsible for the proper use of the works, taking into account the specifications, documentation and instructions of AMOTEK Technologies.

## 10. Processing of personal data

AMOTEK Technologies may, in the context of an agreement with the Customer, collect personal data relating to the Customer, his employees, subcontractors and appointees.

AMOTEK Technologies may obtain these personal data either from the Customer, its employees, its subcontractors and/or its appointees, or from third parties. The personal data will be stored and processed in accordance with the relevant legislation by AMOTEK Technologies, being the controller. AMOTEK Technologies may use and transfer these personal data for purposes related to the provision of Services and/or, more generally, the management of the business relationship with the Customer. The data subjects have the right to access, correct and, if necessary, delete their personal data. The Customer agrees to the aforementioned processing of personal data, on his own behalf and on behalf of his employees, subcontractors and appointees.

AMOTEK Technologies takes all reasonable measures to ensure the confidentiality of the Customer's personal data. However, the Customer acknowledges that the transmission of personal data via the Internet is never without risk.

## 11. Varia

If any provision (or part of a provision) of these general conditions should be unenforceable, void, inapplicable or in conflict with a provision of mandatory law, this will not affect the validity and enforceability of the other provisions of these general conditions. In such a case, AMOTEK Technologies and the Customer shall negotiate in good faith to replace the provision in question with an enforceable and legally valid provision that comes as close as possible to the purpose and intent of the original provision.

Neither AMOTEK Technologies, nor the Customer, are bound by any exclusivity obligation towards the other party.

The Customer shall refrain from directly or indirectly recruiting AMOTEK Technologies' personnel during the term of the agreement, and for a period of 6 months after the end of the agreement.

## 12. Confidentiality

All information communicated or exchanged between AMOTEK Technologies and the Customer within the framework of the agreement or as a result of it remains expressly confidential, with the exception of information that the Customer has already disclosed to the public or information that the public is presumed to know about.

The Client agrees not to disclose, use, duplicate or allow the confidential information disclosed to him to be used for purposes other than those for which it was disclosed, both during and after the term of the Agreement and for a period of one year after its termination.

The Customer acknowledges that AMOTEK Technologies has the right to claim damages - without prejudice to any other claim - for any breach of this article in the amount of 5,000 euros per breach, without prejudice to AMOTEK Technologies' right to claim the damage actually suffered in full from the Customer.

## 13. Force majeure

Each party is legally released and not obliged to fulfil any obligation towards the other party in the event of force majeure. Force majeure means the situation in which the implementation of the agreement by one of the parties is wholly or partly, temporarily or otherwise, prevented by circumstances beyond the control of that party, even if these circumstances were already foreseeable at the time of the conclusion of the agreement. Without aiming to be exhaustive, the following are considered as cases of force majeure: exhaustion of stock, delays or failure to deliver by suppliers of a party, destruction of the Services as a result of accidents, machine failure, strike or lock-out, fire, riot, war, epidemic, flood, electrical, computer, internet or telecommunications failures, decisions or intervention by the authorities and errors and delays attributable to third parties.

The party claiming force majeure shall not be required to prove its unaccountable and unforeseeable nature.

In the event of force majeure, the obligations of the relevant party shall be suspended. The parties shall in such case make all reasonable efforts to limit the consequences of a force majeure situation. If the force majeure lasts longer than 2 months, the other party shall be entitled to dissolve the agreement without recourse to the courts and without being obliged to pay any compensation to the first party.

## 14. Applicable law, competent court

These general terms and conditions of sale are subject to Belgian law. Any dispute regarding the interpretation or application of these general terms and conditions of sale falls within the competence of the courts of Antwerp, unless another court is imperatively prescribed by law.