

General Terms and Conditions (Version December 2025)

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Concrefy B.V., a company incorporated and existing under the laws of the Netherlands, having its registered office in municipality (gemeente) Venlo, registered at the Dutch Trade Register (Kamer van Koophandel) under number: 51652293, and its place of business at Olivier van Noortweg 10, 5928 LX Venlo, the Netherlands.

Foreword

These General Terms & Conditions consist of two parts:

Customers who use the Concrefy-customerportal (MyConcrefy) solely for registering tests, checking whether tests are required, consulting test results, or downloading laboratory reports are, for these purposes, subject exclusively to the provisions of Part I. The provisions of Part II, in addition to Part I, apply when Concrefy Digital Solutions is contracted separately (e.g. SaaS-offerings, Concremove or other hardware-related solutions). In case Part II also applies, this will be explicitly stated in the agreement or order confirmation.

Part I ("General and projects, laboratory services, and advice – GTC-LS") applies when the customer purchases laboratory services, advice, or project related services.

Part II ("Digital solutions – GTC-DS") applies when the customer uses the digital solutions of Concrefy, including SaaS- and hardware related solutions.

PART I General and projects, laboratory services, and advice (GTC-LS)

1. Article 1: General

- 1.1 These General Terms & Conditions apply to every offer, quotation and agreement between Concrefy B.V., hereinafter referred to as: "User", and a client, hereinafter referred to as: the "Client", insofar as the parties have not expressly deviated from these terms and conditions in writing.
- 1.2 The present terms and conditions also apply to agreements with User, for the performance of which User must involve third parties.
- 1.3 Deviations from these General Terms & Conditions are only valid insofar as they have been expressly accepted by User.
- 1.4 These General Terms & Conditions shall prevail at all times over any terms and conditions of Client. Even if Client's terms and conditions have a provision of the same purport as stated above, the User's General Terms & Conditions will at all times take precedence over any such terms and conditions of Client.
- 1.5 The applicability of any purchase conditions, or other terms and conditions, of Client is expressly rejected.
- 1.6 If one or more provisions in these General Terms & Conditions are, at any time, wholly or partially null and void or should be annulled, the rest of the provisions of these General Terms & Conditions will remain fully applicable. User and Client will then consult with each other in order to agree on new provisions to replace the null and void or voidable provisions, taking into account the purpose and purport of the original provisions as much as possible.
- 1.7 If there exists any ambiguity regarding the interpretation of one or more provisions of these General Terms & Conditions, the interpretation must take place 'in the spirit' of these provisions.
- 1.8 If a situation arises between the parties that is not regulated in these General Terms & Conditions, this situation must be assessed in accordance with the spirit of these General Terms & Conditions.
- 1.9 If User does not constantly require strict compliance with the General Terms & Conditions, this does not mean that the provisions of these General Terms & Conditions do not apply, or that User would in lose the right to demand strict compliance with the provisions of these terms and conditions in other cases.
- 1.10 User reserves the right to unilaterally change or supplement these General Terms & Conditions. Changes to these General Terms & Conditions also apply to agreements already concluded. User will inform Client of these changes in writing. Unless Client expressly objects within 14 days of notification after the aforementioned notification, the amendments will apply immediately.

2. Article 2: Quotations and offers

- 2.1 All quotations and offers made by User are without obligation, unless a period for acceptance is stated in the quotation. If no acceptance period has been set by User, no rights can be derived from the quotation or offer in any way if the product to which the quotation or offer relates is no longer available in the meantime.
- 2.2 User cannot be held to his quotations or offers if Client can reasonably understand that the quotations or offers, or a part thereof, contain an obvious mistake or clerical error.
- 2.3 The prices stated in an offer or offer are exclusive of VAT and other government levies, any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless otherwise indicated.
- 2.4 Cost estimates and quotations are without obligation and without guarantee, subject to article 6:219 of the Dutch Civil Code (Burgerlijk Wetboek).
- 2.5 The prices stated in the quotation and/or order confirmation apply only to the products, solutions and quantities specified therein. During detailed project planning, there may be changes in the quantities and therefore in the final price. Invoicing takes place on the basis of the quantities actually delivered, the actual period and/or the actual delivered Concrefy solutions, activities and performances/services on the basis of subsequent calculation.
- 2.6 If the acceptance (including on ancillary provisions) deviates from the offer included in the quotations or the offer, User will not be bound by it. In that case, the agreement will not be concluded in accordance with this deviating acceptance, unless User indicates otherwise.
- 2.7 A composite quotation does not oblige User to perform part of the assignment at a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.
- 2.8 Unless expressly agreed otherwise in writing, the following order of precedence shall apply in the event of inconsistency between contractual documents:
 - i. **The quotation (including any specific terms and conditions included therein);**
 - ii. **Product-specific terms (PSC), if applicable;**
 - iii. **The Data Processing Agreement (DPA);**
 - iv. **These General Terms & Conditions;**
 - v. **Any other applicable terms and conditions of User.**

3. Article 3: Agreement duration; execution periods, risk transfer, execution and amendment of agreement; price increase

- 3.1 The agreement between User and Client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing.
- 3.2 If a deadline has been agreed or specified for the performance of certain work or for the delivery of certain goods, this is never a final deadline. If a deadline is exceeded, Client must give User written notice of default. User must be given a reasonable period of time to perform the agreement.
- 3.3 User shall execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. All this on the basis of the state of the art at that time.
- 3.4 User has the right to have activities carried out by third parties. The applicability of articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code (Burgerlijk Wetboek) is expressly excluded.
- 3.5 If work is carried out by User, or third parties engaged by User, in the context of the assignment at Client's location or a location designated by Client, Client will provide the facilities reasonably desired by those employees free of charge.
- 3.6 User is entitled to perform the agreement in several stages and to invoice the part carried out separately.
- 3.7 If the agreement is performed in stages, User may suspend the execution of those parts that belong to a subsequent stage until Client has approved the results of the preceding stage in writing.
- 3.8 Client shall ensure that all data of which User indicates that they are necessary, or of which Client should reasonably understand that they are necessary, for the execution of the agreement, are provided to User in a timely manner. If the information required for the performance of the agreement is not provided to User in a timely manner, User has the right to suspend the performance of the agreement and/or to charge Client for the additional costs arising from the delay in accordance with the rates customary. The execution period does not commence until after Client has made the data available to User. User is not liable for damage, of whatever nature, when User has relied on incorrect and/or incomplete information provided by Client.
- 3.9 If, during the execution of the agreement, it appears that it is necessary to amend or supplement the agreement for its proper implementation, the parties will amend the agreement in a timely manner and in mutual consultation. If the nature, scope or content of the agreement is changed, whether or not at the request or instruction of Client, and the agreement is changed in a qualitative and/or quantitative sense as a result, this

may have consequences for what was originally agreed. As a result, the amount originally agreed can also increase or decrease. User shall, if reasonably possible, provide a quotation in advance. An amendment to the agreement may also change the originally specified period of performance. Client accepts the possibility of amending the agreement, including the change in price and period of performance.

- 3.10 User can also provide expansion modules/activities (e.g. support or training) according to the specifications of the quotation and/or order confirmation/contract. The exact scope of the services is recorded in writing. In case of doubt, additional services will be charged at an appropriate hourly/daily rate according to the hourly/daily rates applicable at the time of performance, unless otherwise agreed.
- 3.11 If the agreement is amended, including an addition, User will only be entitled to execute it after approval has been given by the person authorized by User, and Client has agreed to the price and other conditions stated for the performance, including the time to be determined at which they will be executed. Failure to perform the amended agreement, or not to perform it immediately, does not constitute a breach of contract on the part of User and is not a ground for Client to terminate or cancel the agreement.
- 3.12 Without being in default, User may refuse a request to amend the agreement if this could have qualitative and/or quantitative consequences, for instance for the work to be carried out or goods to be delivered in that context.
- 3.13 If User agrees on a fixed fee or price with Client, User is nevertheless entitled to increase this fee or price at any time, without Client being entitled to terminate the agreement for that reason, if the increase in the price arises from a power or obligation pursuant to the law or regulations or is caused by an increase in the price of aids, raw materials, wages, etc., or on other grounds that were not reasonably foreseeable at the time the agreement was entered into.

4. Article 4: Suspension, termination and interim termination of the agreement

- 4.1 User is entitled to suspend the fulfilment of the obligations or to termination the agreement if Client does not fulfil the obligations under the agreement, or does not do so in full or on time, or circumstances have come to the knowledge of User after the conclusion of the agreement wherefor User can reasonably fear that Client will not fulfil the obligations, or Client was asked to provide security for the payment of his obligations when concluding the agreement and this security is not present or is insufficient or if, as a result of the delay on the part of Client, User can no longer be required to comply with the agreement under the originally agreed conditions.
- 4.2 Furthermore, User is entitled to terminate the agreement if circumstances arise that are of such a nature that compliance with the agreement is impossible or if other circumstances arise that are of such a nature that User cannot reasonably be expected to maintain the agreement unchanged.
- 4.3 If the agreement is terminated, User's claims against Client will immediately be due and payable. If User suspends the fulfilment of the obligations, he retains his claims under the law and the agreement.
- 4.4 If User suspends or terminates, he is in no way obliged to compensate for damage and costs incurred in any way as a result.
- 4.5 If the termination is attributable to Client, User is entitled to compensation for the damage, including the costs incurred directly and indirectly.
- 4.6 If Client fails to fulfil its obligations arising from the agreement and this non-performance justifies termination, User is entitled to terminate the agreement immediately and with immediate effect without any obligation on its part to pay any compensation or indemnification, while Client is obliged to pay compensation or indemnification on account of breach of contract.
- 4.7 If the agreement is terminated prematurely by User, User will, in consultation with Client, arrange for the transfer of work to be carried out to third parties. This is unless the termination is attributable to Client. If the transfer of the work entails additional costs for User, these will be charged to Client. Client is obliged to pay these costs within the specified period, unless User indicates otherwise.
- 4.8 In the event of liquidation, (application for) suspension of payments or bankruptcy, attachment - if and insofar as the attachment has not been lifted within three months - at the expense of Client, debt restructuring or any other circumstance as a result of which Client can no longer freely dispose of its assets, User is free to terminate the agreement immediately and with immediate effect or to cancel the assignment or agreement, without any obligation on its part to pay any compensation or indemnity. In that case, User's claims against Client are immediately due and payable.
- 4.9 If Client cancels an order placed in whole or in part, the work that has been carried out and the goods ordered or prepared for it, plus any supply, removal and delivery costs thereof and the working time reserved for the execution of the agreement, will be charged in full to Client.

5. Article 5: Cancellation

- 5.1 Cancellation of the assignment (agreement) by Client is only possible if this is done in writing before the start of the execution of the assignment, or before the start of the performance of the services and/or before the start of the performance of the agreed services. In the event of cancellation before commencement, User reserves the right to charge Client for the costs already incurred, including the preparation costs.
- 5.2 If and insofar as the cancellation takes place within 15 days before the start of the execution of the assignment, or before the start of the performance of the services and/or before the start of the performance of the agreed services, Client will owe a penalty equal to 50% of the agreed amount (as stated in the agreement) in addition to the preparation costs, as referred to in paragraph 1.
- 5.3 If and insofar as cancellation takes place within 5 days before the start of the execution of the assignment, or before the start of the performance and/or before the start of the performance of the agreed services, Client will owe the full amount as stated in the agreement.
- 5.4 Regardless of the time at which the cancellation takes place, in the event of cancellation, Client shall owe the costs that User has had to pay to third parties in connection with the cancellation of the assignment.

6. Article 6: Force majeure

- 6.1 User is not obliged to fulfil any obligation towards Client if it is prevented from doing so as a result of a circumstance that is not attributable to fault, and is not for its account under the law, a legal act or generally accepted practice.
- 6.2 In these General Terms & Conditions, force majeure is understood as, in addition to what is understood in the law and jurisprudence, all external causes, foreseen or unforeseen, over which User has no influence, but as a result of which User is unable to fulfil his obligations. Including strikes in User's or third party's company. User also has the right to invoke force majeure if the circumstance that prevents (further) performance of the agreement occurs after User should have fulfilled its obligation.
- 6.3 User may suspend the obligations under the agreement during the period that the force majeure continues. If this period lasts longer than two months, each of the parties is entitled to terminate the agreement, without being obliged to compensate the other party.
- 6.4 If and insofar as User has already partially fulfilled its obligations under the agreement at the time of the occurrence of force majeure or will be able to fulfil them, and the part that has been fulfilled or is to be fulfilled has independent value, User is entitled to invoice the part already fulfilled or to be fulfilled separately. Client is obliged to pay this invoice as if it were a separate agreement.

7. Article 7: Payment and collection costs

- 7.1 Payment must always be made within 30 days of the invoice date, in a manner to be indicated by User in the currency in which the invoice was issued, unless otherwise indicated in writing by User. User is entitled to invoice periodically.
- 7.2 If Client fails to pay an invoice on time, Client will be in default by operation of law. In that case, Client owes the statutory commercial interest rate. The interest on the amount due and payable will be calculated from the moment Client is in default until the moment of payment of the full amount due. In the case of services as specified in Part II of these General Terms & Conditions, an interest rate of 8 percentage points per annum above the 3-month EURIBOR (with a minimum of 12% per annum) applies.
- 7.3 User is entitled to have the payments made by Client used in the first place to reduce the costs, then to reduce the outstanding interest and finally to reduce the principal sum and the accrued interest. User may, without being in default, refuse an offer to pay if Client designates a different order for the allocation of the payment. User may refuse full repayment of the principal sum if the outstanding and accrued interest and collection costs are not also paid.
- 7.4 Client is never entitled to offset the amount owed by it to User. Objections to the amount of an invoice do not suspend the payment obligation. The Client who is not entitled to invoke section 6.5.3 (Articles 231 to 247 of Book 6 of the Dutch Civil Code (Burgerlijk Wetboek)) is also not entitled to suspend payment of an invoice for any other reason.
- 7.5 If Client is in default in the (timely) fulfilment of its obligations, all reasonable costs incurred in obtaining payment out of court will be borne by Client. The default of Client who is a natural person who is not acting in the exercise of a profession or business shall take effect after he has been reminded to pay within fourteen days after the day of the reminder and payment is not forthcoming. The reminder also indicates the consequences of non-payment. The extrajudicial costs are calculated on the basis of what is customary in Dutch debt collection practice. However, if User has incurred higher collection costs, which were reasonably necessary, and Client is not a natural person who is not acting in the exercise of a profession or business, the

costs actually incurred will be eligible for reimbursement. Any judicial and enforcement costs incurred will also be recovered from Client. Client also owes interest on the collection costs due.

8. Article 8: Retention of title

- 8.1 The goods delivered by User in the context of the agreement remain the property of User until Client has properly fulfilled all obligations under the agreement(s) concluded with User, including but not limited to the payments for all deliveries, both current and future.
- 8.2 The goods delivered by User, which are subject to retention of title pursuant to section 1 of this article, may not be resold and may not, in any case, be used as a means of payment. Client is not authorized to pledge or encumber in any other way the subject of the retention of title.
- 8.3 Client must always do everything that can reasonably be expected to safeguard User's property rights. If third parties seize the delivered goods subject to retention of title or wish to establish or assert rights to them, Client is obliged to inform User of this immediately. Furthermore, Client undertakes to insure and keep insured the delivered goods subject to retention of title against fire, explosion, and water damage, as well as against theft, and to make the policy of this insurance available to User on first request. In the event of a payment of the insurance, User is entitled to these tokens. Insofar as necessary, Client will cooperate with User on everything that may be necessary or desirable in that context.
- 8.4 In the event that User wishes to exercise his property rights referred to in this article, Client will give unconditional and irrevocable permission in advance to User and third parties to be designated by User to enter and repossess all those places where User's property is located.

9. Article 9: Investigation and complaints, limitation period

- 9.1 Client is obliged to examine the delivered goods (or have them examined) at the time that the goods are made available to him or the relevant work has been carried out. In doing so, Client must investigate whether the quality and/or quantity of the delivered goods corresponds to what has been agreed and meets the requirements agreed upon by the parties in this regard. Any visible defects must be reported to User in writing within 48 hours of delivery. Any non-visible defects must be reported to User in writing immediately, but in any event no later than fourteen days after they have been discovered. The report must contain a description of the defect that is as detailed as possible, so that User is able to respond adequately. Client must give User the opportunity to investigate a complaint or have it investigated.
- 9.2 If Client submits a complaint in a timely manner, this does not suspend its payment obligation. In that case, Client will remain obliged to take delivery of and pay for the goods otherwise ordered and what it has instructed User to do.
- 9.3 If a defect is reported later, Client is no longer entitled to repair, replacement or compensation.
- 9.4 If it is established that an item is defective and a complaint has been made in a timely manner, User will replace the defective item within a reasonable period of time after receipt thereof or, if return is not reasonably possible, written notification of the defect by Client, at User's discretion, or arrange for it to be repaired or pay Client a substitute fee for it. In the event of replacement, Client is obliged to return the replaced item to User and to provide ownership of it to User, unless User indicates otherwise.
- 9.5 If it is established that a complaint is unfounded, the costs incurred as a result, including the investigation costs incurred on the part of User, will be borne in full by Client.
- 9.6 Contrary to the statutory limitation periods, the limitation period for all claims and defenses against User, and the third parties involved by User in the performance of an agreement, is one year.

10. Article 10: Customer portal for laboratory services

- 10.1 For the performance of laboratory services, User can grant Client access to the online customer portal (myConcrefy). The portal can only be used by Client for the purpose of registering test orders, verifying the need for tests, consulting test results and downloading laboratory reports. Access to the portal requires registration and use of login credentials. This use is subject to the provisions of these General Terms & Conditions, including in particular confidentiality, compliance with laws and regulations and data protection in accordance with the General Data Protection Regulation (GDPR). Any further use of digital functionalities or solutions outside the customer portal is exclusively covered by Part II (GTC-DS).
- 10.2 User grants Client a non-exclusive, non-transferable and non-sublicensable right to access and use the MyConcrefy customer portal during the term of assignments/contracts, exclusively for the purpose of registering tests, checking whether tests are necessary, consulting test results and downloading laboratory reports, insofar as this use relates to assignments/projects, laboratory services and consultancy services as referred to in Part 1 of these General Terms & Conditions.

- 10.3 Client shall ensure that only its employees and authorized users have access to the MyConcrefy portal. Login details are personal and may not be shared with third parties. Client is fully responsible for all activities carried out through its accounts.
- 10.4 User shall make reasonable efforts to ensure the availability of the Portal. However, User does not guarantee uninterrupted or error-free operation, nor that all test results or reports will be permanently available online.
- 10.5 Client must take appropriate technical and organizational measures to secure access to the portal. Any suspicion of misuse or unauthorized access must be reported to User without delay.
- 10.6 Any use of the MyConcrefy portal that goes beyond the management of laboratory tests (e.g. SaaS offerings, hardware-linked solutions, data analysis modules) is subject to Part II of these General Terms & Conditions (Digital Solutions – GTC-DS).

11. Article 11: Terms of delivery and use of services

- 11.1 Unless otherwise agreed in writing, deliveries are carried out on the basis of FCA Venlo (Incoterms® 2020). The risk of loss, damage, or delay is transferred to Client upon delivery to the first carrier.
- 11.2 The services are intended solely as a guideline for the realization of construction projects and User accepts no responsibility for the accuracy and suitability of the information provided for the purposes of Client. The Services do not replace an independent calculation and decision-making process of Client and Client guarantees that project decisions are not made solely on the basis of the services and are subject to human control. Client uses all information provided (including information regarding concrete pressure, CO₂ savings, concrete strength, etc.) at its own risk.
- 11.3 Client may only use the services in accordance with User's technical or other instructions (e.g. operating instructions, user manuals, drawings, training courses, instructions, etc.), otherwise warranty claims or claims for damages by Client are excluded. Any technical or other advice from User's employees is limited to the interpretation of User's written instructions. No liability is accepted for information provided by employees that goes beyond or deviates from the written instructions.

12. Article 12: Independence and impartiality

- 12.1 User performs laboratory tests as an independent testing institute, accredited according to ISO/IEC 17025. The registered field of activity meets the requirements arising from this accreditation. The accreditation has been granted by the Dutch Accreditation Council (DAC) (Raad voor Accreditatie) and can be consulted via User's website and the DAC's register <https://www.rva.nl/alle-geaccrediteerden/l216/>. The full scope of the accreditation (L216), including the list of the tests covered, is available at the following link: <https://concrefy.com/downloads/> (Scope of Accreditation & Declaration of Reference Methods Concrefy)
- 12.2 User conducts its performance and extension modules as an independent institute, without any interest in the outcome of tests or investigations.
- 12.3 Client acknowledges that User will only provide reports and advice on the basis of objective data and applicable standards, in accordance with its professional obligations under Dutch law and relevant industry regulations.
- 12.4 Any interpretation or application of test results is the sole responsibility of Client.
- 12.5 User does not accept any tasks or responsibilities that may jeopardize the objectivity of its work.
- 12.6 User's results and opinions are not a substitute for design, implementation or acceptance decisions. Client remains solely responsible for making all architectural, contractual and legal decisions, regardless of the information, advice or services it receives from User.

13. Article 13: Liability

- 13.1 If User is liable, this liability is limited to what is regulated in this provision.
- 13.2 User is not liable for damage, of whatever nature, caused by User relying on incorrect and/or incomplete data and/or information provided by or on behalf of Client.
- 13.3 If User is liable for any damage, User's liability is limited to the invoice value of the assignment, or at least to that part of the assignment to which the liability relates.
- 13.4 User's liability is always limited to the amount of the payment from his insurer, if any.
- 13.5 User is only liable for direct damage.
- 13.6 Direct damage is exclusively understood to mean the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these terms and conditions, any reasonable costs incurred to ensure that User's defective performance complies with the agreement, insofar as these can be attributed to the User, and reasonable costs, to prevent or limit damage, insofar as Client demonstrates that these costs have led to the limitation of direct damage as referred to in these General Terms & Conditions. User is never liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.

- 13.7 Reports and test results may only be shared in their entirety and only within the scope of the respective project. Partial publication or disclosure without the prior written consent of User is not permitted.
- 13.8 The limitations of liability included in this article do not apply if the damage is attributable to intent or gross negligence on the part of User or his supervisor and subordinates.

14. Article 14: Indemnification

- 14.1 Client indemnifies User against any claims from third parties who suffer damage in connection with the performance of the agreement and the cause of which is attributable to others than User. If User is sued by third parties on this basis, Client is obliged to assist User both out of court and in court and to immediately do everything that may be expected of him in that case. If Client fails to take adequate measures, User is entitled to do so himself, without notice of default. All costs and damage incurred by User and third parties as a result of this are entirely at the expense and risk of Client.

15. Article 15: Intellectual property

- 15.1 Client will only acquire those rights of use that are expressly granted in the agreement or in the applicable quotation/order confirmation. Any further use, reproduction, disclosure to third parties, modification, reverse engineering or creation of derivative works is prohibited without the prior written consent of User, unless statutory law provides otherwise.
- 15.2 User retains all intellectual property rights to its performance, solutions, extension modules, software, reports, methodologies, know-how and other results, unless otherwise agreed in writing. Client is prohibited from reverse engineering, creating derivative works or using User's intellectual property for purposes other than the specific project without User's prior written consent. In the event of a breach, User is entitled to injunctive relief and compensation for all damages, in addition to all other remedies available under Dutch law.
- 15.3 Client may not carry out audits or inspections of User's facilities, systems or methodologies without the prior written consent of User. User reserves the right to check whether the services are used by Client in accordance with the law and the agreement, or to have this checked by qualified third parties ("Audit"). Audits shall be announced in writing fourteen (14) days in advance – except in cases of imminent danger – and shall generally take place during Client's normal business hours. Client is obliged to provide all necessary support and to provide sufficient access to its relevant documents, business premises and IT systems. User will bear the costs of the Audit, unless the Audit shows that Client has materially violated the agreement. In that case, Client will reimburse the costs in full.
- 15.4 The intellectual property rights to the reports, advice, drawings, designs, diagrams, models, software and calculations produced by User on behalf of Client remain with User. The aforementioned products may not be provided to third parties (not even in copy) or made available in any other way without the written permission of User, nor may they be made available to third parties for inspection.
- 15.5 By issuing an assignment to User, Client gives permission to User to use the company name, logo and photos of customers and relations for media content, unless this has been expressly agreed otherwise with Client at the time of concluding the agreement.
- 15.6 The name "Concrefy" or its logo may not be used without the written consent of User.
- 15.7 User reserves the rights to which he is entitled under the Dutch Copyright Act (Auteurswet) and other intellectual laws and regulations. User has the right to use the knowledge gained on his side through the execution of an agreement for other purposes as well, insofar as no strictly confidential information of Client is brought to the attention of third parties.

16. Article 16: Confidentiality

- 16.1 Each party shall maintain the confidentiality of any non-public information disclosed by the other party in connection with an assignment or a contract. The receiving party shall exercise the same care to protect the disclosing party's confidential information as it does for its own confidential information of a similar nature, but in no event less than reasonable care. Confidential information may not be disclosed to third parties without the prior written consent of the disclosing party, except as required by law, a court order, or to professional advisors who are bound by similar confidentiality obligations.
- 16.2 A confidentiality obligation applies for the term of the agreement and remains in force for an indefinite period of time after its termination, unless an exception applies.
- 16.3 Client imposes the confidentiality obligation in writing on its employees and authorized users and provides User with proof of this upon request.
- 16.4 The obligation of confidentiality does not apply if (a) the other party gives written consent, (b) disclosure is required by a binding judicial or official order, (c) the information is trivial or generally known, or (d) the information was lawfully known to the receiving party prior to the agreement without a duty of confidentiality.

- 16.5 The burden of proving the existence of an exception lies with the party invoking it.
- 16.6 In the event of a breach of confidentiality, the disclosing party shall be entitled to injunctive relief and compensation for all losses, in addition to any other remedies available under Dutch law.

17. Article 17: Consumer law

- 17.1 The basic principle is that User only enters into agreements with Clients who act in the course of their business, trade or profession within the meaning of article 7:5 of the Dutch Civil Code (Burgerlijk Wetboek) and therefore does not qualify as a consumer. Client declares to comply with this and expressly declares that the services provided will not be used by consumers or minors without adult supervision.
- 17.2 If and insofar as it is unexpectedly established that Client is a natural person and one of the provisions of these General Terms & Conditions does not comply with the statutory consumer law, the statutory provisions regarding consumer law will be adhered to.

18. Article 18: Applicable law and forum

- 18.1 All legal relationships to which User is a party are exclusively governed by Dutch law, even if an obligation is performed in whole or in part abroad or if the party involved in the legal relationship is domiciled there. The applicability of the UN Convention on Contracts for the International Sale of Goods (Weens Koopverdrag) is excluded.
- 18.2 The court in User's place of business has exclusive jurisdiction to hear disputes, unless the law prescribes otherwise. Nevertheless, User has the right to submit the dispute to the competent court according to the law.
- 18.3 The parties will only appeal to the court after they have made every effort to settle a dispute by mutual agreement.

19. Article 19: Other considerations

- 19.1 Contractual declarations must be submitted in writing in Dutch or English. They may be validly submitted (a) by e-mail to an e-mail address expressly designated by the other party for this purpose (in particular in the contract/offer/order confirmation), or (b) by registered letter to the last known business address of the other party. Both handwritten and electronic signatures are considered valid signatures within the meaning of these terms and conditions (a simple electronic signature is sufficient; a qualified or extended signature is not required). As an exception to the signature requirement. Changes of address must be reported to the other party immediately.
- 19.2 User may transfer or assign all or part of its rights and/or obligations under this Agreement to an affiliate or to a third party. Client may not transfer its rights or obligations without the prior written consent of User. Until such written notification has been provided, Client may continue to make payments to User with discharge effect.
- 19.3 These General Terms & Conditions have been drawn up in Dutch, German and English. In the event of any discrepancies or inconsistencies between the language versions, the Dutch version shall prevail and be binding. Translations of these General Terms & Conditions, or of individual parts thereof, can only be provided for informational purposes. In all cases, only the Dutch version is legally binding.

20. Article 20: General Data Protection Regulation (GDPR)

- 20.1 Client hereby grants User permission to process all data of Client that are necessary for the execution of the agreement between Client and User, as well as to the processing of all data that have been made available to User by Client during the term of the agreement and/or prior to the conclusion of the agreement. Client and User acknowledge that the processing of this data is necessary to comply with User's legal obligation(s), to protect the vital interests of Client, or for the representation of User's legitimate interests. User will not use this data for any purpose other than that necessary for the execution of the agreement or to comply with any legal obligation.
- 20.2 Moreover, Client grants User permission to retain the data for as long as there is any (statutory or tax) retention period for User. The data will in any case be stored for a period of five (5) years after the end of the agreement.
- 20.3 Client hereby declares that it is aware of its rights in this respect, including but not limited to the right of access, the right to withdraw the aforementioned consent and the right to submit a complaint to the supervisor.
- 20.4 User complies with all applicable laws and regulations. The relevant policy documents, including the privacy policy based on the General Data Protection Regulation (GDPR) and its Dutch implementation (Algemene Verordening Gegevensbescherming), as well as the Umdasch Group Code of Conduct and other internal policy documents and ethical guidelines, form an integral part of any engagement or agreement with Client. These documents are available on <https://concrefy.com/downloads/> (or the successor page on User's website). Clients are not informed of this separately; the current version is always accessible online.

- 20.5 When passing on delivered goods (e.g. hardware) or services provided (e.g. software), including associated documentation and technical support of any kind, Client shall comply with all applicable national and international export control and sanctions laws and regulations, and assist User in complying with and documenting such requirements where necessary. This includes, without limitation, the export control and sanctions regulations of the European Union, the United States, the United Nations and any other jurisdiction relevant at the time of the order or delivery.
- 20.6 Client may not sell, export, re-export or otherwise transfer, directly or indirectly, any goods or services provided under or in connection with the agreement – including hardware, software, results of professional services, materials, drawings, licenses and other intellectual property rights – to any country, person, entity or for use subject to applicable sanctions restrictions.
- 20.7 When necessary to comply with export regulations, Client will immediately provide User with all information about the ultimate recipient, the intended use of the delivered goods or solutions and all export restrictions that apply in this respect. Client will also immediately inform User of all activities that could impede the obligations under the agreement.
- 20.8 Client fully indemnifies User against all claims brought against User by authorities or other third parties due to non-compliance with the above obligations by Client or its business partners as a result of activities that are in violation of sanctions or embargoes.

PART II GENERAL TERMS & CONDITIONS DIGITAL SOLUTIONS (GTC-DS)

The General Terms & Conditions Concrefy Digital Solutions ("AV-DS") apply to all transactions between User and Client with regard to the provision of digital solutions. They supersede all previous versions and shall also apply between the Parties without express reference to all future transactions relating to the Digital Solutions in the relevant applicable version.

21. Article 21: Conclusion of the agreement

- 21.1 User can specify certain digital solutions for which the agreement can also be concluded by means of online registration. To this end, Client registers online in the manner indicated by User and orders the desired digital solutions (in the sense of signing an offer, whereby the provisions applicable to offers apply mutatis mutandis to the information in the registration process). The agreement is only concluded when User actually grants Client access to the digital solution (or User otherwise starts delivering the solution) after completion of the registration and ordering process.

22. Article 22: Scope of the service and changes

- 22.1 All solutions are standardized products that User offers to a large number of Clients; therefore, no warranty or liability is accepted as to the suitability of the Solutions for specific requirements or purposes of Client. No warranty or liability claims can be derived from information contained in catalogs, brochures, websites, advertising materials, or oral statements not contained in the agreement.

23. Article 23: Software provisions

- 23.1 The software components of the digital solutions may only be used by users who are registered by name (so-called authorized users or administrators). Before using digital solutions (and before changing personnel), Client must inform User of the chosen persons and their contact details, in the manner specified by User as standard in the relevant digital solution or in individual cases. Authorized users (or administrators) may be sufficiently reliable and qualified employees or representatives of Client or third parties, provided that they use the digital solution exclusively (a) on behalf of Client; (b) for the internal activities of Client or a consortium; and (c) in accordance with the contract. Client is liable for all acts or omissions of authorized users as well as for its own acts or omissions and will indemnify the User in this regard.
- 23.2 The authorized number, and the conditions for designating authorized users, are set out in the quote. If authorized users are designated as administrators in the quotation, these administrators are authorized to create other authorized user accounts on behalf of the Client under these General Terms & Conditions. Third parties may not be appointed as administrators without the written consent of User. If the permitted number of additional authorized users is not explicitly stated in the quotation, this is limited to reasonable and fair use. Creating a disproportionate number of profiles for authorized users may result in additional costs.
- 23.3 The Software is provided "as is" in the current version. Unless otherwise agreed in the offer, any warranty or liability as to freedom from defects, merchantability or fitness of the software for a particular purpose is excluded, except where such exclusion is prohibited by mandatory law. In addition, all legal obligations to update the software are expressly excluded.
- 23.4 User reserves the right to update, change or reconfigure the software at any time and to make updates, upgrades, changes, reconfigurations, patches, bug fixes, etc. ("Updates") available to Client. If Updates are to be installed by Client, Client is obliged to install such Updates immediately after delivery. User shall not be liable for any limitation of functionality or availability, costs or damages arising from or aggravated by delayed Updates by Client.
- 23.5 The services may be limited or temporarily suspended for certain reasons, in particular due to updates and maintenance performed at User's sole discretion, as well as due to force majeure or other circumstances beyond User's reasonable control, including but not limited to failures in third-party network infrastructure, such as cellular, wireless, or internet connectivity. If the parties agree on a specific level of availability, interruptions due to the above reasons will not be taken into account in the calculation of actual availability.
- 23.6 The services do not include customer data backup; such data may be deleted or lost at any time during the use of the services. Client is therefore solely responsible for ensuring that all client data entered or recorded in the services is backed up separately and that it can be restored in the event of any data loss (e.g., through backups). User assumes no liability for data loss or recovery of data.
- 23.7 User will not be liable for the fact that the solutions are not free of viruses or other harmful code. Client is responsible for taking adequate protective measures.

- 23.8 User does not manually or automatically check or monitor the data entered into the software by Client. However, User reserves the right to block or remove prohibited content at any time and to cooperate with authorities and courts if it becomes aware of such content. In the event of repeated or particularly serious violations, User also reserves the right to temporarily or permanently suspend the services for Client (or for individual authorized users).

24. Article 24: Hardware provisions

- 24.1 The provisions in this article only apply to situations in which User sells or rents out hardware, equipment or other physical products to Client as part of the Concrefy solutions. These special provisions are an integral part of the General Terms & Conditions for Digital Solutions (GTC-DS). The User does not apply separate General Terms & Conditions of sale or rental; The relevant provisions for sale and rental are set out below. In the event of a conflict, these GTC-DS shall prevail over all provisions applied elsewhere.
- 24.2 User provides a twelve (12) month warranty against defects in materials and workmanship from the date of delivery. This warranty is void in the event of improper use, damage due to external factors or modifications by third parties.
- 24.3 The risk of loss or damage to the hardware will pass to Client as soon as the hardware has actually been made available for shipment by User. Unless the shipment has been expressly agreed upon by User, Client is responsible for the immediate collection of the Hardware. The shipment or transport of the hardware is in all cases at the expense and risk of Client, even if the transport is carried out or organized by User or if free or open shipment has been agreed. Client is obliged to report damage during transport to the carrier. Transport insurance will only be taken out if User explicitly guarantees this and Client bears the costs.
- 24.4 Return of hardware is only permitted with the prior written consent of User and under the conditions established by User. The costs of return shipments are for the account of Client.

Rental conditions.

- 24.5 Rented equipment is predominantly used equipment (e.g. sensors, gateways). There is no right to rent unused new items.
- 24.6 Unless otherwise agreed in writing, the minimum rental period is one (1) week. The rental period starts on the date of delivery of the hardware, unless a different start date has been agreed in writing. If Client picks up the hardware earlier or it is delivered earlier, this earlier date will be considered the start of the rental period. If the hardware is returned to the return location designated by User too late at the end of the agreed rental period, the date of actual return will be the end date of the rental period. The actual rental period is calculated per calendar week and – unless otherwise agreed in writing – invoiced on the basis of the quantities actually used.
- 24.7 At the end of the agreement, Client must immediately return the cleaned and fully functional hardware to User in Venlo at its own expense, and Client must coordinate the return with User in a timely manner. The risk of loss or damage will only pass to User after User has regained unlimited possession of the rented hardware and this has been confirmed in writing on a return slip issued by User. A return slip documents the time of return, but not the good condition of the hardware. Once User has regained unlimited possession of the rented hardware, User shall check and document its condition, in particular its functionality, in accordance with User's quality criteria applicable at the time of delivery. User shall make the quality criteria available to Client free of charge upon request. User has the right to claim repair costs or compensation for depreciation for damaged or unreasonably worn hardware, as well as compensation for cleaning costs for heavily soiled hardware according to the current hourly rates according to User's price list.
- 24.8 At User's sole discretion, rental invoices will be issued on the date of dispatch.
- 24.9 During the entire term of the agreement, User has the right to inspect rented hardware or – insofar as licensed Digital Solutions are used with it – sold hardware at any time during the normal business hours of Client, or to instruct third parties to do so, insofar as this is useful to ensure that the services are used in accordance with the agreement and the intended purpose. Client must obtain all necessary permissions for this.
- 24.10 Client must ensure that User receives all information and support necessary to comply with User's obligations as a manufacturer/importer under applicable regulations for the disposal of waste electrical and electronic equipment and other sustainability issues.
- 24.11 Unless expressly agreed otherwise in the quote, services that are necessary or useful for the installation and/or commissioning of the hardware are not included in the scope of the services (e.g. assembly, installation, calibration, etc., hereinafter referred to as "Installation Services").

25. Article 25: Warranty of digital solutions

- 25.1 The warranty period is twelve (12) months. User has the right to remedy defects and/or damage at its own discretion by substitute delivery or improvement (including updates) within a reasonable time. As long as User makes use of this right, Client is not entitled to dissolution of the agreement, price reduction or monetary compensation. The warranty repair measures may lead to a temporary suspension of the services for a period that is reasonable under the given circumstances, without Client being able to claim any claim against User. In any event, a suspension of one (1) week is considered reasonable.
- 25.2 Any further processing, modification or use of the services by Client or third parties to whom Client has entrusted the services contrary to the intended purpose or the instructions, will lead to the exclusion of any warranty.
- 25.3 If Client refuses to accept the services (lawfully or in violation of its duty), it must ensure that the services are properly unloaded, stored, stored and kept available to User.
- 25.4 Client is obliged to transfer the warranty limitations of these General Terms & Conditions in full – with the obligation to transfer them further – to any customers. User is therefore only liable for claims from third parties in accordance with these General Terms & Conditions.

26. Article 26: Cybersecurity

- 26.1 In connection with the use of the solutions, Client is solely responsible for the implementation and maintenance of a state-of-the-art IT security concept within its sphere. Client expressly undertakes to protect its relevant information technology (IT) (including hardware, software, IT systems, networks, internet applications, cloud applications, interfaces, etc.) against IT security incidents by taking appropriate technical and organisational measures. This includes, without limitation, the immediate installation of available updates, the use of the latest product versions, compliance with security instructions, the installation of patches, the training of employees, and the implementation of other related measures.
- 26.2 If Client becomes aware of a possible IT security incident and it cannot be ruled out with certainty that the security of User's IT infrastructure or data has been or may be compromised, Client will immediately inform User of the incident. The notification must contain an intelligible description of the possible cause and nature of the IT security incident and appropriate information about the expected impact on User's IT infrastructure and data. Client will then provide User with all necessary support to clarify and resolve the incident (including regular updates on the status of the repair work). In any case, Client is obliged to take all reasonable measures to prevent or limit the consequences of the incident for User's IT infrastructure and data.

27. Article 27: Export control (digital solutions – special provision)

- 27.1 The export control obligations set out in Part I apply mutatis mutandis to all digital solutions, including software, SaaS and cloud-based services.
- 27.2 Client shall ensure that access to and use of the Digital Solutions (including SaaS and cloud services) does not take place from or by persons or entities located in jurisdictions subject to applicable sanctions restrictions. User may suspend or terminate access without liability if there is a reasonable suspicion of breach of such obligations.

28. Article 28: Contract duration and termination

- 28.1 The duration of the contract is agreed in writing, for example in the quotation or other written confirmation.
- 28.2 Unless otherwise agreed, for solutions provided for a fixed period, the agreement shall be renewed after the expiry of the agreed term for a period corresponding to the original contract term, but for a maximum of one year, unless either party notifies the other party in writing at least fourteen (14) days prior to the expiry of the term that it does not wish to continue the contract. In the case of project-related solutions, the agreement shall terminate upon completion of the project; in the case of rental of hardware, upon the correct return of the Hardware in accordance with the provisions of these General Terms & Conditions.
- 28.3 Unless otherwise agreed, User may terminate any agreement (for a definite or indefinite period) without giving reasons with a notice period of at least fourteen (14) days, commencing at the end of a calendar month. Client can only exercise this right to ordinary termination in the case of an agreement concluded for an indefinite period. User may terminate free solutions (including free trial periods) at any time with immediate effect and without giving any reason, including by discontinuing the service.
- 28.4 Either party may terminate the contract with immediate effect for just cause. In lieu of immediate termination, in such cases, User shall also have the right to temporarily suspend the provision of solutions without prior notice and to allow a reasonable period of time for the defect to be remedied. For example, there is reasonable cause for User if

- (i) Client fails to comply with essential contractual obligations (including the obligation to pay fees) and does not remedy this situation, despite setting a reasonable grace period of at least seven (7) days;
- (ii) (ii) insolvency or similar bankruptcy, liquidation or guardianship proceedings have been commenced against Client's assets or the commencement of such proceedings has been rejected due to insufficient funds;
- (iii) there are objective circumstances that make the proper execution of the agreement manifestly impossible (e.g. destruction or termination of essential suppliers of User);
- (iv) Client has acted with the intention of harming or deceiving User (for example, by fraudulently obtaining free solutions);
- (v) Client itself or a person engaged by it for the execution of the order has violated the duty of confidentiality imposed on it;
- (vi) User discontinues the digital solution in question;
- (vii) a competitor of User acquires (directly or indirectly) a de facto or legally dominant influence over Client;
- (viii) Client violates any applicable laws or punitive restrictions with regard to the use of digital solutions;
- (ix) User then discovers during an online registration in accordance with these General Terms & Conditions that Client has provided incorrect information (for example with regard to its entrepreneurial status), that Client is insufficiently creditworthy or that other important reasons emerge during the customer check.

28.5 Only in the event of (i) ordinary termination by User, (ii) extraordinary termination by User for a legitimate reason attributable to User or (iii) justified (and court-imposed) extraordinary termination by Client, will prepaid subscription costs be refunded to Client pro rata. In all other cases of termination, Client must pay the unpaid costs for the remaining duration of the agreed contract period (at least six (6) months in the case of an indefinite term).

28.6 Client's rights to use the solutions shall lapse upon termination of the contract. User has the right to stop or limit the solutions on the termination date for Client. Client shall immediately cease use of the solutions and return all associated materials and confidential information to User or destroy all copies thereof at User's express request and confirm this to User in writing. Upon termination, any use of the solutions by Client constitutes an infringement of User's intellectual or property rights.