

# **GENERAL TERMS AND CONDITIONS OF PIXELSQUARE B.V.**

## **Definitions**

In these general terms and conditions, the following terms are used with the meanings specified below, unless explicitly stated otherwise.

- **Pixelsquare B.V.:** The contractor, represented by Pixelsquare B.V., registered with the Dutch Chamber of Commerce under number 88702790 and based in Hulst.
- **Client:** The natural or legal person who assigns Pixelsquare B.V. to perform work or services.

## **Article 1 - Applicability**

1. These general terms and conditions apply to assignments to and all offers and agreements where Pixelsquare B.V. is a party, unless explicitly agreed otherwise in writing.
2. All offers are without obligation. Any purchase or other terms and conditions of the client are not applicable unless expressly accepted in writing by Pixelsquare B.V.

## **Article 2 - Formation of the Agreement**

1. Agreements and additional assignments are only binding if confirmed in writing by Pixelsquare B.V.
2. Additional assignments must be mutually agreed upon and confirmed in writing by Pixelsquare B.V.
3. Verbal commitments or agreements by employees of Pixelsquare B.V. are only binding if confirmed in writing by an authorized representative of Pixelsquare B.V.

## **Article 3 - Execution of the Agreement**

1. Pixelsquare B.V. undertakes to carry out the assignment to the best of its ability, in accordance with the agreement and professional standards.
2. Pixelsquare B.V. has the right to engage third parties in the performance of the agreement if deemed necessary for proper execution.
3. Deadlines agreed upon in the agreement are indicative unless explicitly agreed as final deadlines in writing. Pixelsquare B.V. will not be in default without prior written notice.

## **Article 4 - Intellectual Property**

1. Unless explicitly agreed otherwise in writing, all intellectual property rights arising from the work performed belong to the client.
2. Pixelsquare B.V. retains the right to use the knowledge and methods acquired during the assignment for other purposes, provided no confidential information of the client is disclosed.

## **Article 5 - Confidentiality**

1. Both parties are obliged to keep all confidential information exchanged during the assignment confidential.
2. This obligation does not apply if disclosure of the information is required by law or a court order.

## **Article 6 - Rates and Payment**

1. All rates are exclusive of VAT and other government levies unless explicitly stated otherwise.
2. Invoices must be paid within 14 days of the invoice date, unless otherwise agreed in writing.

## **Article 7 - Complaints**

1. Complaints about the work performed must be submitted in writing within seven days of discovery, but no later than 14 days after completion of the work.
2. If the complaint is justified, Pixelsquare B.V. will correct the work or provide reasonable compensation, at its discretion.

## **Article 8 - Liability**

1. Except to the extent that it is impossible under Dutch law, any liability of Pixelsquare B.V. is limited to the amount paid out in the relevant case by its liability insurance. If, for any reason, no payout is made under that insurance, liability is limited to compensation for direct damages up to a maximum of the invoiced amount for the assignment up to the time of the error.
2. The total liability of Pixelsquare B.V. for attributable shortcomings in the performance of the agreement is limited to compensation for direct damages up to a maximum of the invoiced amount for the assignment up to the time of the error.
3. Pixelsquare B.V. is never liable for indirect damages, such as consequential damages, lost profits, missed savings, or damages to third parties, except as required by mandatory law.
4. For assignments lasting longer than one year, the compensation is limited to a maximum of one year's fee.
5. The liability of Pixelsquare B.V. for attributable shortcomings in the performance of the agreement only arises if the client immediately and properly notifies Pixelsquare B.V. in writing, setting a reasonable term to remedy the shortcoming, and Pixelsquare B.V. still fails to fulfill its obligations after that term.
6. Pixelsquare B.V. is not liable for damages caused by the client's failure to timely provide correct information that Pixelsquare B.V. deems necessary for the proper execution of the agreement.
7. Beyond the liability mentioned in Article 8, paragraph 1, Pixelsquare B.V. has no further liability for damages towards the client and/or third parties, regardless of the grounds on which such action might be based.
8. Any claim expires if Pixelsquare B.V. is not notified in writing within one month after the discovery of an event or circumstance that gives or may give rise to liability.

## **Article 9 - Force Majeure**

1. Pixelsquare B.V. is not liable for delays or damages caused by circumstances beyond its control, such as natural disasters, strikes, or government actions.
2. In the event of force majeure, Pixelsquare B.V. has the right to suspend or terminate the agreement without being liable for damages.

## **Article 10 - Termination**

1. Both parties can terminate the agreement with a notice period of 30 days unless otherwise agreed in writing.
2. Pixelsquare B.V. has the right to terminate the agreement immediately if the client fails to fulfill its obligations in a serious and material manner, enters bankruptcy, or is placed under administration.

## **Article 11 - Governing Law**

1. These terms and conditions are governed by Dutch law. Disputes will be submitted exclusively to the competent court in the district where Pixelsquare B.V. is established.