Article 1. Definitions

1. Tesseract Technologies: the party applying these Terms and Conditions, namely the private limited company Tesseract Technologies B.V. (Chamber of Commerce no. 97508543).
Registered address: Claudius Prinsenlaan 12, 4811 DK Breda
Email address: info@tesseracttechnologies.nl
VAT number: NL868083112B01
Availability: Monday to Friday, 09:00 to 17:00
2. The Client: the (prospective) contracting party of Tesseract Technologies.
3. Agreement: the arrangements made between Tesseract Technologies and the Client.
4. Terms and Conditions: these terms and conditions.

Article 2. Formation of the Agreement

1. If the Client expressly accepts a proposal (such as a quotation) from Tesseract Technologies, an Agreement is formed based on the content of that proposal. This also applies if the proposal is a response to a request from the Client.
2. If Tesseract Technologies sends an order or assignment confirmation to the Client, an Agreement is formed based on the content of that confirmation.
3. If a document is signed (a deed), an Agreement is formed based on the content of that deed.
4. In the event of discrepancies between the contents of the documents referred to in the preceding paragraphs, the content of a deed takes precedence over a confirmation and/or proposal, and the content of a confirmation takes precedence over a proposal. If the content of an Agreement conflicts with the Terms and Conditions, the content of the Agreement takes precedence.
5. Articles 6:227b paragraph 1 and 6:227c of the Dutch Civil Code do not apply.
6. Each Agreement is considered a separate agreement, unless otherwise agreed. No long-term contractual relationship requiring termination is thereby established.
7. If it is demonstrably a continuing performance agreement, it may be terminated at any time with three months' notice, effective from the end of the month in which notice is given. No right to compensation arises.
8. Deviations from or additions to the Agreement are only valid if recorded in writing. Tesseract Technologies may unilaterally amend these Terms and Conditions.
9. In the event of discrepancies between language versions of the Terms and Conditions, the Dutch version prevails.

Article 3. Term of the Agreement

1. If no term is stated in the Agreement, it is deemed to be for an indefinite period and may be terminated with one month's notice.
2. If a term is stated, that term applies, and early termination is not possible. An agreement ending upon completion of Tesseract Technologies' work cannot be terminated prematurely.

Article 4. What to expect from Tesseract Technologies

1. Tesseract Technologies performs as may reasonably be expected, but does not guarantee quality or characteristics of results, unless explicitly stated in the Agreement.
2. Results may slightly deviate from models, examples or technical specifications previously provided; such deviations do not constitute defects.
3. If a warranty obligation exists, the Client must allow Tesseract Technologies a reasonable opportunity to remedy the defect. Tesseract Technologies may choose how to resolve the

issue, for example by:
a. repairing the defect;
b. replacing a component;
c. offering a compensation appropriate to the defect.
4. No warranty claim may be made in the following situations:
a. incomplete payment by the Client;
b. normal wear and tear or improper use;
c. failure to follow instructions in the accompanying documentation;
d. causes outside Tesseract Technologies' control;
e. unauthorised modifications.
5. Tesseract Technologies may engage third parties to perform (part of) the work.
6. Unless agreed otherwise in writing, Tesseract Technologies is only obliged to perform to the best of its ability, not to achieve a specific result.
7. Delivery or performance deadlines are not binding, unless explicitly agreed in writing. The deadline begins only once all required information is received.

Article 5. What is expected from the Client

1. The Client must provide all information necessary or relevant for the performance of the Agreement fully, correctly and on time, either upon request or proactively.
2. Tesseract Technologies issues an invoice after order placement. Unless otherwise agreed in writing, payment terms are:
a. 50% within 14 days of order placement;
b. 50% within 14 days of delivery.
3. Client must pay invoices within 14 days of the invoice date:
a. in euros;
b. without deduction or suspension;
c. to the bank account stated on the invoice.
4. The price in the Agreement is exclusive of (and may be increased by):
a. transport or shipping costs;
b. travel or call-out charges;
c. VAT;
d. price increases imposed by Tesseract Technologies' suppliers.
5. Unless otherwise agreed, services are charged at an hourly rate of at least €175, depending on role and experience. Additional costs will be invoiced; advances will be offset in the final invoice.
6. All extra costs or price increases arising from changes or additions to the Agreement at the Client's request are at the Client's expense.
7. Costs arising from unforeseen circumstances not reasonably foreseeable by Tesseract Technologies are also for the Client's account.
8. Returns are only allowed with prior written consent from Tesseract Technologies. Returns are always at the Client's risk and expense.
9. Upon request, the Client must pay using a non-monetary method (e.g. barter).
10. The payment term is a fixed term under Article 6:83 sub a of the Dutch Civil Code. If the Client fails to pay on time:
a. 1.5% interest per month will be charged on the outstanding amount;
b. 15% collection fees are due, with a minimum of €250;
c. If legal proceedings are required, the Client will also cover actual legal costs (including lawyer and court fees).
Tesseract Technologies may still claim performance or compensation under the law.
11. Payments first go to costs and interest, then to the oldest outstanding invoices, even if the Client indicates otherwise.

12. If Tesseract Technologies works on-site at the Client's location, the site must be safe, compliant with health and safety rules, and properly equipped.
13. The Client is responsible for ensuring a safe and compliant workplace at their location.

Article 6. Quality and complaints

1. Upon receipt, the Client must inspect the goods for quantity, quality and visible damage. Complaints must be submitted in writing or by email within 14 days, including the order and/or invoice number. Otherwise, the delivery is deemed accepted.
2. Complaints about services or invoices must be reported in writing or by email within 14 days of performance or receipt. Otherwise, the work is deemed accepted.
3. Other complaints must be submitted in writing or by email within 7 days of discovery (or when discovery should reasonably have occurred). Otherwise, everything is deemed accepted.
4. If the delivered goods have already been used or passed on, they are deemed accepted and no liability remains.
5. If a complaint is justified, Tesseract Technologies may choose to replace, repair or provide an appropriate discount. The Client must accept this choice.

Article 7. Delivery

1. Unless otherwise agreed, delivery takes place at the Client's registered address.
2. Risk transfers to the Client upon delivery.
3. Partial deliveries are permitted.
4. The Client is obligated to accept the delivery.
5. For ex works delivery: once Tesseract Technologies notifies the Client, the goods must be collected within 7 days.
6. For delivery at the Client's location: goods are deemed accepted when offered at the agreed address. If none was agreed, delivery may occur at the address known to Tesseract Technologies or registered with the Chamber of Commerce.
7. If the Client refuses delivery or fails to collect in time:
   a. the Client is immediately in default;
   b. Tesseract Technologies may store the goods at the Client's expense and risk;
   c. or sell them to a third party at a reasonable price.
8. The Client remains liable for the full purchase price and delivery costs. If resold, the proceeds may be offset.

Article 8. Retention of title

1. All goods remain the property of Tesseract Technologies until all claims as per Article 3:92(2) BW (e.g. payment) are fulfilled.
2. Until ownership transfers, the Client must handle the goods carefully. The Client:
   a. must keep the goods insured;
   b. may not sell, pledge or transfer them.
   Violation makes the full purchase price immediately due.
3. If the Client fails to meet obligations, Tesseract Technologies may immediately repossess its goods. The Client must cooperate (e.g. grant access).
4. Payments are first allocated to claims not covered by retention of title.

Article 9. Force majeure

1. Force majeure (as per Article 6:75 BW) includes any circumstance beyond Tesseract Technologies' control that prevents fulfilment, such as natural disasters, fire, strikes, pandemics, government measures, supplier problems, war, transport issues, or staff illness.
2. In case of force majeure:
   a. the Client may not terminate the Agreement;
   b. Tesseract Technologies' obligations are suspended;
   c. no compensation is due.
3. If the force majeure lasts longer than two months, Tesseract Technologies may terminate the Agreement in whole or in part.

Article 10. Intellectual property

1. The Client does not acquire any intellectual or industrial property rights through the Agreement. All such rights (e.g. copyrights, patents, trademarks, trade secrets) remain with Tesseract Technologies.
2. Any new rights arising during performance of the Agreement also become property of Tesseract Technologies. The Client shall cooperate free of charge.
3. The Client may only use provided information for its intended purpose.
4. Unless otherwise agreed in writing, the Client may not:
   a. use Tesseract Technologies' brand or IP rights;
   b. modify the delivered goods or their results;
   c. remove or add labels or trademarks;
   d. use materials for promotional purposes;
   e. share Tesseract Technologies' information with third parties (unless necessary and subject to NDA).

Article 11. Confidentiality

1. Both parties shall treat all confidential information obtained under the Agreement strictly confidentially, including technical info, designs, business strategies, and other reasonably sensitive data.
2. Such information may only be used for performance of the Agreement and may not be shared without prior written consent, unless legally required.
3. Parties shall take appropriate security measures to protect confidential information.
4. These obligations remain in effect for three (3) years after termination of the Agreement unless agreed otherwise.

Article 12. Penalty clause

1. If the Client breaches Articles 10 or 11 (e.g. misuse of trademarks, designs, or confidential info), a penalty of €25,000 per breach plus €1,000 per day applies.
2. This does not affect Tesseract Technologies' right to seek compensation or performance. Article 6:92 BW is excluded.

Article 13. Privacy

1. If the Client provides personal data, they guarantee lawful collection and processing without violating rights of data subjects or third parties.
2. If Tesseract Technologies is held liable for unlawful processing of such data, the Client shall fully indemnify Tesseract Technologies.
3. The Tesseract Technologies privacy policy, available on its website, forms part of these Terms. If temporarily unavailable, it will be provided upon request.

Article 14. Liability of the Client

1. The Client's statutory liability is not limited.
2. The Client is liable for damages resulting from incorrect, late, or incomplete information, or instructions (e.g. methods or materials).
3. The same applies if information is provided by third parties acting on behalf of the Client.
4. Tesseract Technologies is entitled to indemnification and may recover damages from the Client or its agents.

Article 15. Liability of Tesseract Technologies

1. The total liability of Tesseract Technologies is limited to the amount paid out by its insurer.
2. If no payout is made, Tesseract Technologies' maximum liability shall be limited to the invoice amount related to the project. Furthermore, Tesseract Technologies is not liable for indirect damage such as consequential damage, immaterial damage, business interruption damage, or environmental damage.
3. The liability limitations do not apply in cases of intent or gross negligence by Tesseract Technologies or its management personnel.
4. The Agreement is concluded with the legal entity (Tesseract Technologies), never with an individual employee. Therefore, joint liability cannot arise. Articles 7:404, 7:407 paragraph 2, and 7:409 of the Dutch Civil Code are excluded.
5. Auxiliary persons of Tesseract Technologies may also invoke these liability limitations. This applies as a third-party clause within the meaning of article 6:253 of the Dutch Civil Code.
6. Any claim by the Client expires one year after:
   a. delivery of the goods, or
   b. completion of the work under the Agreement.

Article 16. Suspension, set-off, and termination

1. The Client may not suspend or set off its payment obligations.
2. In the following situations, the Client is automatically in default, all claims become immediately payable, and Tesseract Technologies may terminate the Agreement (in whole or in part) immediately, without requiring a court ruling or formal notice of default:
   a. The Client files for bankruptcy or suspension of payments, or is declared bankrupt;
   b. The Client is placed under guardianship, administration, or conservatorship;
   c. The Client sells or terminates (part of) its business operations or discontinues them;
   d. An attachment is levied on the Client's assets;
   e. Tesseract Technologies has good reason to believe the Client will not fulfill its obligations.
3. In the event of termination as described above, the Client owes a penalty of 25% of the agreed price (including shipping costs), in addition to Tesseract Technologies' right to full compensation. Article 6:92 of the Dutch Civil Code is excluded.

4. Tesseract Technologies may require the Client to pay (part of) the price in advance or provide security. If the Client fails to do so (in time), Tesseract Technologies may terminate the Agreement. All resulting damages will be borne by the Client.

17. Return and reuse of products

1. The applications delivered by Tesseract Technologies are generally manufactured for a longer technical lifespan than the installations in which they are used. The Client is aware of this.
2. With sustainability and circular material use in mind, Tesseract Technologies offers the Client the opportunity to return the delivered application, after decommissioning the installation in which it was integrated, to Tesseract Technologies so that this component can be reused, refurbished, or otherwise responsibly processed.
3. Returns as referred to in paragraph 2 are only accepted:
   a. After prior consultation with and approval by Tesseract Technologies;
   b. Including relevant information such as the order number;
   c. In proper packaging and in reasonable condition of cleanliness and maintenance;
   d. Provided that the application was originally delivered by Tesseract Technologies.
4. Tesseract Technologies reserves the right to refuse returned applications if they do not meet the conditions set forth in paragraph 3 or if reuse is deemed irresponsible for technical, economic, or environmental reasons.
5. This arrangement is voluntary and aims to support the sustainability goals of Tesseract Technologies, without creating enforceable obligations for the Client or Tesseract Technologies.

Article 18. Applicable law and disputes

1. All Agreements and these Terms and Conditions are governed exclusively by Dutch law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. Any disputes shall initially be submitted to the court of Zeeland-West Brabant, location Breda. Additionally, Tesseract Technologies has the right to submit the dispute – if legally possible – to another competent court.