

General Terms and Conditions — Innomatic BV

PART A: General Provisions

1. Scope of Application

All legal relationships between Innomatic BV, having its registered office at Kouterstraat 10, 8560 Wevelgem, company number 0695.767.340, VAT number BE0695.767.340, RPR Ghent (Kortrijk division) (hereinafter referred to as “Innomatic”), and the client shall be governed by these general terms and conditions.

Any amendments to these general terms and conditions shall only be binding upon Innomatic if expressly and in writing accepted beforehand.

These general terms and conditions form an integral part of the quotation. In the event of discrepancies, the following order of precedence shall apply:

- - quotation;
- - parts B–F of these general terms and conditions;
- - part A of these general terms and conditions.

To the extent that the client has its own terms and conditions for suppliers or service providers, these are explicitly excluded.

Innomatic reserves the right to amend these general terms and conditions at any time. The amended version shall only apply to ongoing agreements insofar as the client accepts the new terms.

These general terms and conditions were last updated on 9 July 2025.

2. Quotation

The quotation from Innomatic is valid only for the legal entity(ies) or individual(s) to whom it is addressed. The quotation remains valid for the period indicated therein, or if none is specified, for one (1) month from the quotation date. Before acceptance by the client, Innomatic reserves the right to correct errors or withdraw the quotation. The quotation is based on the data provided by the client.

3. Formation of the Agreement

An agreement is only concluded upon receipt of the client's written acceptance of the quotation.

Innomatic is entitled to commence work only after any requested advance payment has been received in its bank account.

Any additions or changes to the assignment are valid only after confirmation by Innomatic and may affect the total cost.

4. Processing of Personal Data and Client Reference

Innomatic processes personal data in accordance with its privacy policy, available on its website through this [link](#). The privacy policy can be provided upon first request. The client undertakes to comply with all applicable data protection laws and shall fully indemnify Innomatic for any unlawful processing on its part.

The client grants Innomatic permission to use its name and logo in promotional materials (website, social media, etc.). The client may object in writing at any time, after which the mention will be immediately and permanently removed.

5. Cancellation

If the client cancels a confirmed assignment before Innomatic has begun any work, the client shall owe 20% of the agreed fee plus all costs already incurred or committed to by Innomatic.

If work has already commenced, compensation is due for all work performed as well as 20% of the agreed fee for unexecuted parts, plus incurred or committed costs. If the client postpones the start of the assignment by more than three (3) months after the scheduled start, Innomatic may treat this delay as a cancellation.

6. Execution Deadlines

Execution deadlines are indicative unless expressly agreed otherwise in writing.

7. Execution as Independent Contractor

Innomatic undertakes to perform the assignment to the best of its ability and with due care.

As an independent contractor, Innomatic retains full freedom to perform the assignment at its own discretion.

Innomatic shall use its own materials unless agreed otherwise.

When visiting the client's premises, Innomatic shall strictly comply with the client's internal rules, in particular safety and welfare regulations.

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8. Cooperation with Third Parties and Tool Recommendations

Innomatic may engage subcontractors for the execution of the agreement without prior client consent and may replace the executor of the assignment as it deems appropriate.

To the extent legally possible, Innomatic excludes liability for services of subcontractors chosen and/or approved by the client—even if such services are routed via Innomatic. In such case, Innomatic's liability shall not exceed that of the relevant subcontractors; their terms apply accordingly.

When Innomatic recommends non-subcontractor third parties or tools: Innomatic provides context on third-party tools and services, but the decision regarding the tool, subscription type, and actual cooperation lies exclusively with the client. Advice is valid at the time it is given, as technical tools and providers are continuously evolving. The advice concerns operational aspects, not, for example, GDPR compliance. The client must review all contract terms and, in general, assess the proposed party for GDPR compliance and other (legal) requirements expected of its suppliers.

9. Client Cooperation

To ensure proper and timely execution, the client must cooperate smoothly and provide all reasonably required information, both on its own initiative and upon simple request. Innomatic cannot be held liable or have its invoices withheld due to incorrect, incomplete, or late information provided by the client. Additional costs may be charged for extra work resulting from erroneous, late, or incomplete information.

Innomatic is in such case entitled to suspend this agreement/its services.

10. Multiple Contact Persons

If the client has several contact persons, Innomatic is entitled to act upon the instructions of any of them unless agreed otherwise.

11. Immediate Termination, Suspension, and Force Majeure

Innomatic expressly reserves the right to suspend or dissolve the agreement at any time, without judicial intervention, without notice of default, without notice period, and without compensation if there are reasons that clearly impede professional cooperation, such as:

- breach by the client of its obligations under these general terms and/or the personalized quotation, if such breach is not remedied within fourteen (14) days after written notice by Innomatic;

- serious breach by the client of its obligations under these general terms and/or the personalized quotation. This includes, in any case, failure to cooperate within five (5) days after a registered letter to that effect, non-payment of two (2) consecutive invoices, or failure to respect Innomatic's intellectual property rights;

- bankruptcy, death, incapacity, amicable or judicial dissolution, cessation of payment, provisional administration, collective debt settlement, or any other indication of the client's insolvency, or if the client disposes of all or a substantial part of its assets.

In addition, force majeure situations may occur. The following situations shall in any case constitute force majeure for Innomatic: electronic failures, telecommunications disruptions, viruses, hacking, road problems, natural disasters, fire, war, illness or accident of designated employees, government measures in the event of an epidemic. Innomatic cannot be held liable for delays or defective performance due to such force majeure situations.

Suspension or dissolution on the basis of the foregoing grounds shall be communicated in writing by Innomatic.

Dissolution entails the immediate enforceability of all invoices, even if not yet due, and the expiry of all granted payment terms.

Upon termination due to a fault by the client, the client shall in any case compensate Innomatic for the started components and at least 20% of the agreed fee for the non-started components, plus incurred costs, without prejudice to compensation for higher proven damage.

12. Intellectual Property

No intellectual property rights are transferred to the client. Innomatic retains copyright and other IP rights to all code, documents, slides, brochures, photos, images, texts, and other works it creates, regardless of whether the client was charged for them.

The client accepts only a limited right of access, use, and display, as further agreed.

The client is not permitted to sublicense or transfer its rights, unless expressly agreed otherwise in writing. The

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usage right is personal, non-exclusive, and for internal purposes.

Works must be used as delivered. The client is not permitted to modify, reproduce, translate, or otherwise edit or process the delivered works without Innomatic's prior written consent. Even the use of parts of the delivered works requires prior written consent from Innomatic.

Nothing may be made public or used without Innomatic's express written consent.

The client is responsible for any established unauthorized use by third parties as a result of its actions.

If the client supplies materials, the client guarantees that their use does not infringe any intellectual property rights or other third-party rights or laws and shall indemnify Innomatic in the event of infringements. After delivery, Innomatic is not obliged to store the supplied files.

Innomatic is permitted to use AI.

Innomatic reserves the right to use the works sent to and prepared for the client, general project info, documents, and materials for advertising and general information purposes.

Innomatic is at all times entitled to have its name mentioned on the designs and accompanying hardware (e.g., screens, structures), for example by indicating "Made by Innomatic", "Powered by Innomatic", or an icon referring to Innomatic branding (at Innomatic's choice) and the year of the first publication.

13. Payments

Unless otherwise agreed, fees are shown in EURO, excluding VAT, other taxes, and any additional costs.

Additional costs include, among others, travel expenses. Any kilometre allowance set out in the quotation will be charged from Innomatic's registered office to the place of performance and back.

Innomatic is entitled to adjust the fees annually on 1 January according to this formula:

$$p = P * [0.8 * (i / I) + 0.2]$$

"p" means the revised fee

"P" means the original fee

"i" means the value of the latest available index I at the time of revision

"I" means the value of index I for the month prior to conclusion of the agreement

Index I is the national reference labour cost index as published by Agoria (Agoria Digital).

Downward indexation is excluded.

Further invoicing shall occur in accordance with the quotation.

Invoices from Innomatic are payable in full at Innomatic's registered office via the account number stated on the invoice, without discount and within fourteen (14) days after the invoice date.

Invoices can only be contested in writing by registered letter within seven (7) days after the invoice date, stating the invoice date, invoice number, and detailed reasoning. If Innomatic does not receive (timely) dispute within the aforementioned period, the invoice shall be deemed accepted by the client.

If an invoice is addressed to multiple persons, they are all jointly and severally liable for payment.

For each invoice that is not paid in whole or in part on the due date, default interest shall be charged by operation of law, without notice, at the statutory interest rate for late payment in commercial transactions.

Without prejudice to the foregoing, Innomatic reserves the right to claim a fixed compensation of 10% of the unpaid amounts, with an absolute minimum of one hundred fifty euros (€150.00), without prejudice to judicial claim for higher proven damages.

Moreover, payment delay renders all other invoices immediately due and payable and all granted payment terms expire.

14. Non-Solicitation

The client undertakes that during the term of this agreement and for a period of six (6) months after its termination, it shall neither directly nor indirectly, for its own account or for the account of third parties, in any manner, solicit, hire, collaborate with for the same or similar assignments, or encourage any (former) employee or (former) subcontractor of Innomatic to work with Innomatic under less favourable terms. If this restriction is deemed not permitted by applicable law or case law, it shall be reduced to the maximum extent allowed.

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15. Complaints and Liability

Innomatic's obligation is an obligation of means.

Upon discovery of errors, the client shall report complaints in writing to Innomatic as soon as possible and in any event within seven (7) days after delivery of the services; to the extent permitted by law, any claim lapses in the absence of a complaint within this period.

Innomatic must first be allowed to intervene. No other supplier may be appointed at Innomatic's expense.

Innomatic's liability, whether contractual or extra-contractual, is limited to the invoice amount relating to the erroneous work.

Innomatic shall in no event be liable for loss of profits, goodwill, business opportunities or expected advantages or savings, loss of turnover due to production interruption, loss, destruction, or damage of data, nor for other indirect or consequential damage, including but not limited to damage to third parties.

Innomatic does not exclude its liability where it results from fraud or wilful misconduct, or for other matters where applicable law does not accept limitation of liability.

The client agrees that where a fault in the performance of the contract could also give rise to an extra-contractual claim (concurrency), Innomatic may in principle only be liable contractually, except in the case of legal exceptions of mandatory law or public order.

Auxiliaries of Innomatic (directors, subcontractors, employees) cannot be held directly extra-contractually liable by the client, except for non-contractual claims resulting from an infringement of physical or mental integrity or from a fault committed with the intent to cause damage, without prejudice to provisions on limitation of directors' liability and the Employment Contracts Act.

For clients for whom Innomatic acts as subcontractor, the foregoing principle shall be stipulated mutatis mutandis with their customers. The client shall indemnify Innomatic against such non-contractual claims by its customers, as well as claims resulting from its own faults.

Without prejudice to mandatory legal provisions or public order, any claim against Innomatic in any case lapses if legal action is not instituted within one year after the circumstance giving rise to liability is discovered or could reasonably have been discovered. If Innomatic is held liable

due to a fault or negligence of Innomatic and a third party and/or the client, Innomatic shall at most be liable for the damage directly caused by its own fault or negligence without being jointly or in solidum liable with that third party and/or the client.

The client is liable for any use of software by a user designated by it in violation of this agreement.

The client shall at all times take all necessary measures to limit damage. It is emphasized that the client itself is responsible for continuous monitoring of data logging. Disruptions must be reported as soon as possible in order to avoid further damage.

16. Final Provisions

The client may not transfer its agreement or any part thereof to a third party without Innomatic's express written consent.

The possible nullity of one or more provisions of these general terms and conditions does not affect the applicability of all other clauses. In the event of nullity of one or more provisions, the client and Innomatic shall, insofar as possible according to their conviction, negotiate to replace the void provision(s) by equivalent provision(s) that correspond to the general spirit of these general terms and conditions.

Neither party acquires under the agreement any right, power, or authority to act as the employee, agent, or representative of the other party for any purpose whatsoever, or to bind the other party in any way, without the prior consent of the other party.

Belgian law applies to the agreement between Innomatic and the client.

All disputes between Innomatic and the client fall under the exclusive jurisdiction of the courts of the district where Innomatic has its registered office.

PART B: Software Development

1. Code and License

The license applies for the duration of the intellectual property rights attached to the code.

The source code is not disclosed unless expressly agreed otherwise in writing.

2. Warranty Period

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A warranty period applies during which bugs and/or other development glitches will be resolved within budget. The warranty period is three (3) months after the communicated delivery date of the final test version of the software.

3. Software Changes and Functionality

The client may in no event perform maintenance itself or outsource maintenance of the software to third parties. See Part E below.

4. Usage Rules

It is not permitted to misuse or improperly use the designed software, including but not limited to:

- using the tool for other purposes;
- selling or renting it;
- decompiling, reverse engineering, or adapting it;
- preventing its use.

Nor is it permitted to remove or circumvent technical measures intended to protect the software. The client also undertakes to comply with applicable legislation and regulations and any specific guidelines from Innomatic regarding the use of the software.

PART C: Hosting

1. Duration

Unless otherwise agreed in writing, hosting services are entered into per calendar year calculated from the start of the hosting period, where applicable pro rata (depending on the defined start of the hosting period). The term is extended each time by a period of one (1) year unless the hosting agreement is terminated as set out below. If the client nonetheless wishes to switch at another time, no pro rata part of the price for these hosting services will be refunded.

Subject to timely payment by the client of the hosting fee, Innomatic ensures renewal of the hosting agreement with the relevant hosting provider.

Both parties may terminate the hosting agreement in writing no later than three (3) months before the anniversary of the hosting agreement.

2. Transfer of Content upon Termination

The client can retrieve the data from the hosting platform before the end of the hosting agreement itself. If Innomatic (or its subcontractor) must intervene, these services will be charged on a time and materials basis. The client must submit this request no later than two (2) weeks after the end of the hosting period. After one (1) month after the end of the hosting period, the data may be deleted.

3. Backup

Unless otherwise agreed in writing, the client is responsible for making backups of the data of its hosting account.

4. Accounts (if applicable)

Accounts may only be used for the number of persons for whom an account is ordered. Correct information must be provided upon each registration.

The logins are personal and it is the duty to keep them confidential and appropriately secure. It is also the user's responsibility to log in safely, to ensure that the user uses appropriate devices with the right security, so that they are adequately protected against viruses, access by unauthorized persons, etc. The client shall periodically change the login data for security. The client is fully responsible for the unlawful use of the services by an unauthorized third party as a result of non-compliance with this clause by a user.

The client is obliged to contact Innomatic for any fact that may enable improper use of the account, such as theft and loss of login data, so that Innomatic can make the account unavailable.

PART D: Use of Innomatic Software

1. General

These terms additionally apply to any access to and use of software made available by Innomatic to the client.

Access is never given to the Zulia source code. Zulia is installed on-premise at the client's site with code scrambling upon installation.

2. License

Innomatic grants a personal, non-exclusive right to use the software for the duration of the intellectual property rights.

3. Software Changes and Functionality

The client may in no event perform maintenance itself or outsource maintenance of the software to third parties. See Part E below.

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4. Further Usage Rules

It is not permitted to misuse or improperly use the software, including but not limited to the tool:

- using it for other purposes;
- selling or renting it;
- decompiling, reverse engineering, or adapting it;
- preventing its use.

Nor is it permitted to remove or circumvent technical measures intended to protect the software. The client also undertakes to comply with applicable legislation and regulations and any specific guidelines from Innomatic regarding the use of the software.

PART E: Maintenance

1. General

Innomatic can provide maintenance work upon request by the client. It is the client's responsibility to properly monitor the functioning of the installed systems. It is always possible that an external network problem occurs or, for example, a cable break. Such services are generally provided on a time and materials basis, unless expressly agreed otherwise in writing.

In the context of such maintenance, it is possible that Innomatic also proposes to carry out other updates in view of further technological developments.

Planned maintenance works will be discussed with the client.

Implementing updates from or changes by external providers may necessitate additional changes to the works developed by Innomatic.

2. Provision of Remote Access

The client shall always ensure that remote access is possible.

PART F: Hardware

The hardware remains the property of Innomatic as long as the client has not fully paid the principal sum (and any interest and damages) for it.

The client shall comply with the system requirements and shall adequately secure the hardware.