



# ChimanaTech General Terms and Conditions

## Article 1 – Definitions

The following terms when capitalised in these terms shall have the meaning assigned to them hereunder:

1.01 “Agreement” shall mean the consultancy agreement between Chimana and Customer, including its schedules.

1.02 “Acceptance Procedure” shall mean the procedure as set out in Article 4 hereof.

1.03 “Customer” shall mean the person or entity to whom Chimana has agreed to provide Services under the Agreement.

1.04 “Deliverables” shall mean the desired results of the Services, as specified in the accepted proposal.

1.05 “Chimana’s Personnel” shall mean Chimana’s employees performing Services hereunder.

1.06 “Project” shall mean the agreed Services as specified in the Accepted proposal.

1.08 “Services” shall mean any development, engineering or consultancy services to be provided by Chimana to Customer under the Agreement, as further specified in the Accepted proposal.

1.09 “Accepted proposal” means Chimana’s work proposal, specifying the Services and the Deliverables to be provided and/or supplied under the Agreement, once accepted by the client.

## Article 2 – Services

2.01 The scope of the Services to be performed shall be set forth in an accepted proposal agreed upon between the parties. The accepted proposal shall include – to the extent applicable – the following:

- Reference to these terms and the Agreement;
- A specification of the objectives of the Project;
- A detailed description of Deliverables;
- Time schedule for the Project, including milestones and delivery terms;
- Applicable prices and payment terms.

2.02 Upon Chimana's request, Customer shall furnish information from time to time as may be required for Chimana to provide the Services and/or perform the Project. Customer is solely responsible for the accuracy and completeness of such information, and Chimana shall not be liable for any defects in the Services or the Deliverables resulting from any inaccurate or incomplete information.

2.03 Chimana warrants to Customer that it will perform the services in a professional manner in accordance with the accepted proposal, and will use commercially reasonable efforts to ensure that the Deliverables meet the requirements set out in the accepted proposal.

2.04 Chimana may delegate its duties and obligations under the Agreement to a subcontractor without the consent of Customer, but Chimana will promptly notify Customer of any such delegation. No contractual relationship shall exist between Customer and such subcontractors. Chimana shall be responsible for the management of subcontractors in the performance of subcontractors' work and the payment of subcontractors therefore.

## Article 3 – Out of Scope Activities

3.01 Chimana shall notify Customer in writing whenever it recognizes a need to provide Services additional to or different from the agreed

specifications in the Accepted proposal (an “Out of Scope Activity”). Similarly, if Customer wishes Chimana to perform an Out of Scope Activity, it must notify Chimana in writing. Chimana shall provide a written description of the impact within a mutually agreed upon time frame, after Chimana provides or receives (as applicable) written notice thereof. Such description shall include at a minimum the cost, time, schedule and functionality associated with the proposed Out of Scope Activity. Chimana shall not work on, and Customer shall not be liable for any costs or expenses in connection with, such Out of Scope Activity unless and until parties have agreed on all issues regarding such Out of Scope Activity, and Chimana receives a written confirmation from Customer’s authorized representative including an appropriate amendment to the affected Services.

3.02 Any change to the requirements or specifications must be mutually agreed upon by the parties in writing. Until such time as the parties have agreed upon a change request, Customer shall have no obligation to make any payment for changes or Out of Scope Activity. Chimana shall not be required to provide Services outside the agreed upon scope.

## Article 4 – Acceptance of Services

4.01 Where so specified in an accepted proposal, the Services will be accepted in accordance with the Acceptance Procedure as set out in this Article 4.

4.02 The sole purpose of the Acceptance Procedure is to verify that the Deliverables comply with the applicable specifications in all material respects. In order to enable such verification, the parties shall agree upon an Acceptance Procedure which shall constitute the sole basis of the acceptance tests. This means that if the criteria set out in the Acceptance Procedure are met, the Deliverables are deemed to conform in all material respects to the relevant specifications.

4.03 Upon a date to be mutually agreed upon between the parties, but not later than 2 weeks after the invitation (the “review period”), Customer shall carry out, where required with the assistance of Chimana, the Acceptance Procedure.

4.04 Customer shall notify Chimana of the results of the Acceptance

Procedure within ten (10) business days after such review period. If Customer confirms that the Deliverables conform to the relevant Acceptance Procedure or fails to inform Chimana within ten (10) business days, the Deliverables shall be deemed to have passed the Acceptance Procedure. In addition, if Customer materially uses a Deliverable for commercial purposes, that Deliverable will be deemed accepted.

4.05 Customer will identify in reasonable detail, in writing, any discrepancies between the test results and the Acceptance Procedure for any particular Deliverable within ten (10) business days. Minor shortcomings that do not materially affect use shall not justify rejection. Deliverables will be assumed accepted if no such notification is made.

4.06 Chimana shall, upon Customer's request, commence with adaptation work to bring the Deliverables into compliance. This must occur within 10 business days. If non-compliance is due to Chimana's material breach, Chimana shall bear the costs. A new review will follow.

4.07 If the Deliverables still do not comply after the Grace Period, Customer may terminate the relevant part of the Agreement or accept the Deliverable "as is" with a partial refund, if Chimana is at fault.

4.08 Upon acceptance, Chimana shall be deemed to have fulfilled its obligations and shall have no further liability.

## Article 5 – Delivery

5.01 Unless agreed otherwise in writing, Chimana shall deliver the Deliverables Ex Works, as defined in the most recent Incoterms.

5.02 If delivery is delayed, Chimana shall deliver as soon as reasonably possible, but no later than the agreed Delivery Extension Period.

5.03 If Chimana fails to deliver by the end of the Delivery Extension Period, Customer may cancel the Agreement, subject to certain conditions.

5.04 Delivery Dates shall be automatically extended in case of force

majeure or Customer delay.

## Article 6 – Consideration, Payment Terms

6.01 Prices shall be as specified in the Accepted proposal.

6.02 Chimana may increase prices as indicated in the Accepted proposal.

6.03 Fees shall be invoiced as per the payment scheme in the Accepted proposal.

6.04 Expenses such as out-of-pocket costs shall be invoiced separately.

6.05 Payment is due within fourteen (14) days from the invoice date, in EUR.

6.06 Title to Deliverables passes upon full payment. Risk passes upon first delivery. Chimana may suspend Services if payment risks arise.

6.07 Late payments shall bear interest at 1.0% per month or statutory maximum.

## ### Article 7 – Expenses; Travel and Accommodation

7.01 Customer-requested travel will be reimbursed against invoice.

7.02 All expenses require prior written approval and must be itemized.

7.03 Travel to alternate premises will be invoiced at actual cost.

7.04 Intercontinental travel or travel on weekends/public holidays requires agreed remuneration.

## Article 8 – Confidentiality

8.01 Confidentiality is governed by NDA or default terms. Confidential Information includes all data received by Chimana unless publicly available or already known.

8.02 Confidential Information may only be used as required for performance and shared internally or with subcontractors on a need-to-know basis. Marketing use requires written consent.

8.03 Chimana warrants its Personnel and subcontractors are bound by the same obligations.

8.04 Confidential Information will be stored securely.

8.05 Upon request, Confidential Information must be returned or destroyed, unless needed for execution.

8.06 Chimana will protect Confidential Information with care equal to its own.

8.07 Confidentiality obligations last during the Agreement and for three (3) years thereafter.

## Article 9 – Intellectual Property Rights

9.01 Unless agreed otherwise, all IPR developed during the project by Chimana remains with Chimana. Customer receives a limited, non-transferable license.

9.02 Chimana provides no warranty against third-party IPR infringement.

## Article 10 – Non-Solicitation

10.01 Neither party shall solicit the other's employees. General advertisements are excluded.

## Article 11 – Liability

11.01 Liability is limited to insurance coverage or 25% of total project fees, except for criminal or intentional misconduct.

11.02 Chimana shall not be liable for indirect or consequential damages, including livestock, revenue, or data loss.

## Article 12 – Termination

12.01 A party may terminate if the other fails to remedy a material breach within 30 days. Chimana shall be paid for work done up to termination.

12.02 Chimana may terminate if Customer becomes insolvent or undergoes a change of control outside its group.

12.03 In case of early termination of a retainer-based Agreement by the Customer without material breach by Chimana, the Customer shall pay a cancellation fee equal one third of the total contract value of the retainer. This is to compensate Chimana for loss of expected income and opportunity cost of resource allocation.

## Article 13 – Miscellaneous

13.01 This Agreement supersedes all prior discussions and agreements.

13.02 No assignment without written consent of the other party.

13.03 If any provision is found invalid, the rest remains in effect. A substitute clause of similar effect shall apply.

13.04 Parties are independent contractors.

13.05 Amendments must be in writing and signed by both parties.

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