

General Terms and Conditions of Reflow Automations

1. Definitions

- **Entrepreneur:** Reflow Automations, a sole proprietorship of Rogier Helvensteijn, established in Voorburg (Via Verdi 81, 2272 WD) and registered with the Chamber of Commerce under number 96091797. In these terms also referred to as Reflow Automations.
- **Client:** the legal entity or natural person acting in the exercise of a profession or business (B2B) that enters into an agreement with the Entrepreneur or requests a quotation.
- **Services:** all digital AI automation services offered or to be delivered by the Entrepreneur, including (but not limited to) developing custom AI workflows for marketing, sales and support, consulting engagements, project-based implementations, and any subsequent maintenance or support subscriptions.
- **Agreement:** any arrangement between the Entrepreneur and the Client regarding the provision of Services by the Entrepreneur to the Client. This also includes any later changes or additions, as well as partial assignments or follow-up assignments.
- **Written:** communication by letter or email (or other digital means of communication, insofar as explicitly agreed). In these terms, written communication also includes exchange by email or other electronic means, provided the integrity of the message is guaranteed.
- **General Terms and Conditions:** the present general terms and conditions of Reflow Automations.

(Any other definitions used in the Agreement have the meaning assigned to them therein.)

2. Applicability

2.1 Applicability of terms. These General Terms and Conditions apply to all proposals, offers, services and agreements between the Entrepreneur and the Client, as well as to all subsequent assignments or modified/additional assignments resulting therefrom. By signing a proposal or contract, or by otherwise entering into an Agreement with the Entrepreneur, the Client confirms having taken note of these General Terms and Conditions and agrees to their content.

2.2 Exclusion of the Client's general terms and conditions. Any purchase or other general terms and conditions of the Client are expressly rejected and do not apply. Deviations from these General Terms and Conditions are only binding if agreed in writing by the Entrepreneur and the Client together. In case of an expressly agreed deviation in writing, those specific arrangements prevail over the provisions of these General Terms and Conditions.

2.3 Nullity of provisions. If any provision of these General Terms and Conditions is null and void or is annulled by a court, this shall not affect the validity of the remaining provisions. In such a case, the parties will consult to agree on a new provision to replace the original, observing as much as possible the purpose and intent of the original provision.

2.4 Changes to terms. The most recent version of these General Terms and Conditions applies. Reflow Automations reserves the right to unilaterally change or supplement these terms. Amended terms take effect 30 days after notice to the Client (for example via email or publication on the Entrepreneur's website), unless a written objection is raised within that period. In case of objection, consultation will take place; if no agreement is reached, the unchanged old version remains in force for the existing Agreement.

3. Formation of the Agreement

3.1 Offers and proposals. All quotations, proposals and price estimates of the Entrepreneur are non-binding (unless explicitly stated otherwise) and constitute only an invitation to the Client to place an order. A quotation has a validity of 15 days unless otherwise indicated therein. The Entrepreneur reserves the right to refuse a request or assignment, for example if it falls outside the Entrepreneur's area of expertise or for other valid reasons.

3.2 Acceptance. An Agreement between the Entrepreneur and the Client is concluded at the moment the Client accepts the quotation or proposal issued by the Entrepreneur in writing, or at the moment the Entrepreneur confirms in writing agreement with an order placed by the Client. An electronic statement of agreement (for example by email or digital signature) by the Client also counts as acceptance. If the Client requests the Entrepreneur to perform certain work without a prior quotation, and the Entrepreneur confirms or commences such performance, the content of the confirmation or – in the absence thereof – the actual performance is considered the Agreement.

3.3 Deviations upon acceptance. If the Client, upon accepting a quotation, makes any reservations or modifications relative to the original offer, then contrary to the previous clause the Agreement is only concluded when the Entrepreneur has confirmed in writing to agree to these deviations. Silence or the absence of a response from the Entrepreneur to such a change proposal by the Client does not constitute consent. An order confirmation from the Entrepreneur is – except in case of an obvious error – deemed an accurate and complete representation of the Agreement.

3.4 Changes after conclusion. After the Agreement has been concluded, changes to the assignment or additional arrangements can only be made if both parties agree to them in writing. The Entrepreneur is entitled, in consultation with the Client, to charge for additional work resulting from changed or additional wishes of the Client. Any changes may affect agreed timelines and prices; the Entrepreneur will inform the Client of this in a timely manner.

3.5 Revocability of quotations. The Entrepreneur has the right to withdraw a quotation already accepted by the Client, provided this is done without delay (as soon as possible) after acceptance and before the Entrepreneur has started performing the work. In such a case, any payments already made by the Client will be refunded as soon as possible.

4. Duration and termination

4.1 Duration of the Agreement. The duration of the Agreement is laid down in the quotation or order confirmation. Agreements may be entered into for a fixed term (for example for the duration of a project) or for an indefinite term (for example as a continuous maintenance subscription). In the absence of an explicit term in the Agreement, it is deemed to have been entered into for the duration necessary to fully deliver the Services as agreed.

4.2 Project agreements (fixed term). If the Agreement concerns a project or assignment for a fixed duration, it ends automatically by operation of law at the moment the Entrepreneur has completed the agreed work and delivered all deliverables to the Client, provided the Client has fulfilled its obligations (including full payment). Early termination of a project by the Client is only possible with the Entrepreneur's consent. In case of premature cancellation of the project by the Client without an attributable failure by the Entrepreneur, the Client is obliged to reimburse the work already performed and costs incurred, as well as – if applicable – a reasonable compensation for the loss of revenue as a result of the early termination. Any advance payments made by the Client will be set off against the fee due for the portion of work already performed.

4.3 Maintenance subscriptions and agreements of indefinite duration. If the parties enter into a continuous service or maintenance subscription for an indefinite period (or with tacit renewal), a mutual notice period of one (1) month applies, unless a different notice period is agreed in writing. Termination must be given in writing. If the maintenance subscription was entered into for a minimum initial period (for example a minimum of 6 or 12 months), termination can first take effect at the end of that initial period. Without timely notice of termination, a maintenance subscription is automatically continued for an indefinite period (or a new equivalent period if specified in the agreement), again with the above notice period.

4.4 Dissolution for urgent reason (immediate termination). Each of the parties is entitled to dissolve the Agreement with immediate effect, in whole or in part, by written notice and without judicial intervention, if the other party:

- **Attributable breach:** is in serious breach of essential obligations under the Agreement, and – to the extent cure is not permanently impossible – remains in default to properly perform after a written notice of default with a reasonable term for cure.
- **Bankruptcy or suspension:** is declared bankrupt, applies for or is granted (provisional) suspension of payment, liquidates or ceases its business, or otherwise is in financial difficulties such that it can reasonably be assumed that fulfillment of its obligations will not occur.
- **Prolonged force majeure:** encounters force majeure situations as referred to in article 13, which make performance of the Agreement impossible and this situation

has lasted longer than 60 days or once it is established that it will last longer than 60 days (see also article 13.3 below).

4.5 Consequences of termination. In the event of termination or dissolution of the Agreement, for whatever reason, the following obligations of the parties shall continue to exist after the end: all provisions regarding payment, liability, indemnification, intellectual property, confidentiality, and other provisions which by their nature are intended to continue after the end of the Agreement. Upon termination, both parties must, at first request, return or destroy all properties or confidential information of the other party in their possession. Termination does not release the parties from already existing (payment) obligations: work that has already been performed or deliveries that have taken place at the time of termination must be paid for by the Client in accordance with the Agreement.

4.6 No obligation to compensate upon termination. A termination or dissolution of the Agreement by the Entrepreneur under this article does not entitle the Client, except where mandatory law provides otherwise, to any compensation for the ending of the Agreement. This does not prejudice the right of the Client to claim compensation for any damage if there is an attributable failure or unlawful act by the Entrepreneur prior to termination.

5. Execution of the Services

5.1 Obligation of best efforts. The Entrepreneur will perform the agreed Services to the best of his insight and ability and in accordance with the requirements of good workmanship. The obligations of the Entrepreneur under the Agreement are of the nature of an obligation of best efforts; the Entrepreneur cannot guarantee that the Client's intended result will always be achieved through the Services, unless this result has been explicitly guaranteed in writing beforehand.

5.2 Digital performance remotely. The services by the Entrepreneur are provided entirely digitally and remotely. The Client agrees that communication takes place mainly via electronic means (such as email, video meetings, chat) and that any deliverables or results are delivered digitally (for example via email, download link, shared cloud folder or API access). No physical delivery of goods takes place, unless explicitly agreed otherwise. If access to certain systems, software or networks of the Client is required for performance, the Client will timely provide the Entrepreneur with the necessary access rights or test

environments. The parties may agree on secure access arrangements and any measures to ensure that the digital collaboration proceeds safely.

5.3 Deadlines. Timeframes mentioned by the Entrepreneur for completion of work or delivery of results are indicative, unless a binding term (strict deadline) has been explicitly agreed in writing. The Entrepreneur will strive to meet agreed (target) deadlines. Exceeding a non-fatal deadline does not constitute an attributable failure and does not in itself entitle the Client to compensation or dissolution. If a deadline threatens to be exceeded, the Entrepreneur will inform the Client as soon as possible and the parties will consult to adjust the planning. In that case, the Client may, if desired, set a reasonable further deadline. Only if that reasonable further deadline is also not met does the Client have the right to dissolve the Agreement for the part not yet performed.

5.4 Method of execution and third parties. The Entrepreneur will in principle determine the manner in which the services are carried out, while taking into account the reasonable wishes and instructions of the Client as much as possible. The Entrepreneur is entitled to subcontract the execution of the Agreement or parts thereof to, or be assisted by, third parties or tools (for example freelance specialists or external AI platforms), provided the Entrepreneur ensures proper compliance with the agreements. In such cases, the Entrepreneur remains responsible for the quality of the work performed. Any engagement of third parties that entails additional costs will only occur after consultation and the Client's consent.

5.5 Use of results and dependencies. The Client is responsible for the proper implementation and correct use of the delivered AI workflows or other results within its organization. The Entrepreneur will, upon request, provide the Client with information or documentation about the use and functioning of the delivered solution. The Client must have the necessary hardware and software, internet connections and other facilities required for using the digital solutions. Any specific system requirements or dependencies (for example required API keys, licenses for certain AI software, etc.) will be communicated by the Entrepreneur in a timely manner. Obtaining licenses or access from third parties (for example a subscription to an AI service) falls under the Client's responsibility, unless it is part of the Agreement.

5.6 Maintenance and support. If a maintenance or support subscription is agreed, the Entrepreneur will during the term of that subscription periodically perform the necessary maintenance work and provide support as specified in the subscription agreement. This may

include monitoring the functioning of delivered AI workflows, implementing updates or improvements, resolving malfunctions or bugs, and answering the Client's support questions. The maintenance subscription covers regular maintenance tasks; significant expansions or modifications fall outside its scope and will be quoted separately in consultation. The Entrepreneur will preferably perform maintenance at scheduled times to ensure the Client's business continuity, and address urgent problems as quickly as possible. Upon termination of the maintenance subscription (see article 4.3), the further maintenance and support obligation lapses, but the Entrepreneur remains willing to provide any support on the basis of separate agreements (ad-hoc assignments).

5.7 Reporting of defects. If the Client during or after the execution of the services observes that the Entrepreneur is not (fully) meeting the agreements or that there is an error or shortcoming in the delivered results, the Client must notify the Entrepreneur of this without delay (see also the complaints procedure in article 12). In such case, the Entrepreneur will, if possible, within a reasonable term take care of repair or improvement, insofar as the shortcoming is attributable to the Entrepreneur and falls within the scope of the assignment.

6. Obligations of the Client

6.1 Timely and full cooperation. The Client shall provide all cooperation that is reasonably required for the performance of the Services by the Entrepreneur. This means that the Client will timely provide all necessary information, data, documents, specifications and access to systems that the Entrepreneur needs to properly carry out the work. The Client must also not unreasonably delay decisions, approvals or feedback, so that the Entrepreneur can maintain progress.

6.2 Accuracy of information. The Client guarantees the accuracy, completeness and reliability of all information and materials made available to the Entrepreneur, even if these originate from third parties. The Entrepreneur may, in performing the assignment, rely on the correctness and completeness of the information provided by the Client, except for clear indications to the contrary. If certain required information is unexpectedly incorrect, incomplete or not available in time, the Client will supply the missing or corrected information as soon as possible once this becomes known.

6.3 Materials and licenses of the Client. If the Client supplies its own materials (such as logos, images, data sets) or software/licenses, or provides access thereto for use in the context of the assignment, the Client guarantees that it is entitled to use these and to provide

them to the Entrepreneur as necessary. The Client indemnifies the Entrepreneur against all third-party claims that result from the use of such materials or data provided by the Client (for example due to infringement of third-party intellectual property rights or privacy rights – see also article 10.6).

6.4 On-site work at Client. In principle, the Services are performed remotely (see article 5.2). If by way of exception it is agreed that the Entrepreneur (or third parties engaged by him) will perform work on the Client's location, the Client shall ensure a suitable workspace and all reasonable facilities that are needed (such as access to the building, internet, etc.). The Client will also timely communicate all reasonable safety instructions and house rules. Any costs associated with working on-site (e.g. travel and accommodation costs) may be charged by the Entrepreneur to the extent agreed upon in advance.

6.5 Notification of changes and relevant circumstances. The Client is obliged to inform the Entrepreneur in a timely manner of any developments or changes in its organization or circumstances that could be relevant to the execution of the Services. This includes, for example, changes in contact persons, address or company details, internal changes that affect the project, or changed objectives. If the Client fails to timely provide relevant information or changes, the consequences (including any delay or extra costs) are at the Client's expense and risk.

6.6 Use of results and legal compliance. The Client is responsible for the use and application of the delivered advice, software, AI workflows or other results within its organization. The Client will not use the Services or delivered results for unlawful purposes (such as sending unsolicited communications/spam, violating privacy laws or other applicable regulations). In using the results, the Client will comply with all applicable laws and regulations, including (if applicable) the GDPR when processing personal data. If specific permits, consents or notifications are required for the performance of the Services or the use of the results, the Client must obtain these in a timely manner on its own.

6.7 Consequences of non-compliance by Client. If the Client does not fulfill its obligations under this article (or elsewhere in these General Terms and Conditions), the Entrepreneur has the right to suspend the performance of the Services and/or charge additional costs incurred due to the delay or extra work resulting from the Client's act or omission. The Entrepreneur is not liable for any damage or delay arising because the Client fails to meet its obligations. Furthermore, if the Client, despite a request or notice of default, remains in

default, this can constitute sufficient ground for dissolution of the Agreement by the Entrepreneur as provided in article 4.4.

7. Delivery and acceptance

7.1 Delivery of results. Delivery of results of the Services (such as developed AI workflows, reports, advice, documentation, software code, etc.) is done digitally, unless agreed otherwise. The Entrepreneur will notify the Client when a result is ready for delivery, and will then make it available via email, download link, shared platform or another agreed digital method. The date of electronic dispatch or availability is deemed the delivery date of the result in question. The Client is responsible for timely downloading, putting into use or securing the delivered digital results.

7.2 Partial deliveries. The Entrepreneur is allowed to execute the work in phases and deliver partial results during the process. If the Services are carried out in phases, the Entrepreneur may upon completing each phase notify its completion and possibly present it separately for acceptance. The absence of delivery of a component or phase does not entitle the Client – unless otherwise agreed – to cancel the entire Agreement, provided the missing delivery is made as soon as possible thereafter.

7.3 Acceptance and complaints upon delivery. The Client must, as soon as possible after receipt, check the delivered results for conformity with the agreements and for any defects. Any complaints or defects that emerge during this inspection must be reported to the Entrepreneur in writing with a clear description within 14 days after delivery (see also article 12.1 for the complaints procedure). If the Client does not report defects within this term, the delivered item is deemed to have been accepted by the Client. Minor deviations or imperfections that do not materially affect the intended use of the result are no grounds for refusal of acceptance, without prejudice to the Client's right to any remedy under guarantees or maintenance.

7.4 Remedy upon rejection. If the Client timely reports a defect or non-conformity in the delivered performance in accordance with clause 7.3 and this report is justified, the Entrepreneur will, at its discretion, either repair the defect free of charge, replace the delivered item, or – if repair or replacement is not reasonably possible – offer a reasonable price reduction. Only if the Entrepreneur, after repeated attempts, is unable to remedy a reported material defect, does the Client have the right to dissolve the Agreement (for the part concerned) and to reclaim any amounts already paid for the defective part. This does

not apply if a situation as described in 7.5 (causes outside the Entrepreneur's responsibility) is present.

7.5 Delivery and scope of responsibility. A result of the Services is deemed delivered when it meets the written agreed specifications or acceptance criteria, or – in the absence thereof – when the result is reasonably suitable for the intended use and the Client has not raised any essential objections within the term set in Article 7.3. Defects or deviations that are caused by information incorrectly provided by the Client, incorrect application by the Client, modifications made by the Client or third parties, or other factors not attributable to the Entrepreneur, fall outside the Entrepreneur's responsibility. If such circumstances lead to repair work by the Entrepreneur, these will be charged as additional work to the Client at the usual rates.

7.6 Transfer of risk. The risk of loss or damage of digital results passes to the Client at the moment of delivery (as described in 7.1), regardless of whether the Client has already put the result into use. However, the Entrepreneur will appropriately store and protect the digital files as long as they are under his control, and will upon request provide a copy again within a reasonable term after delivery if the Client demonstrates not having received the file or having lost it.

8. Intellectual Property

8.1 Rights of the Entrepreneur. Unless explicitly agreed otherwise in writing, all intellectual property rights to the results of the Services rest with the Entrepreneur (or its licensors). This includes, among others, copyrights, patents, trade secrets, database rights and any other intellectual or industrial property rights to the software, models, documents, analyses, designs, reports, advice, and (trainable or non-trainable) AI models or workflows developed or delivered by the Entrepreneur. The intellectual property thus remains with the Entrepreneur, even after performance of the Agreement, except as explicitly agreed otherwise.

8.2 Usage right for the Client. The Entrepreneur grants to the Client, under the condition precedent of full payment (see also article 11), a limited, non-exclusive and non-transferable right to use the delivered results of the Services for its own internal business purposes for which the results are intended. This usage right does not – unless otherwise agreed – entitle the Client to disclose, further distribute, sell or commercially exploit the results to third parties. Nor is the Client permitted to create derivative works from the copyright-protected

results without the Entrepreneur's permission, except insofar as this is necessary for the intended internal use (for example configuring or setting up delivered software or workflows).

8.3 Transfer of rights. Transfer of intellectual property rights from the Entrepreneur to the Client only occurs if explicitly laid down in writing, for example in the form of a separate deed or agreement naming the rights in question. In the absence of such a written instrument, all rights remain with the Entrepreneur. Even in the event of transfer of certain rights, the Entrepreneur may always retain a non-exclusive right (license to use) to reuse the underlying generally applicable knowledge, methods, algorithms or components for other projects, provided no confidential information of the Client is disclosed in doing so.

8.4 Materials of the Client. Insofar as the Entrepreneur uses materials, data or software provided by the Client in the context of the assignment, on which intellectual property rights of the Client or its licensors rest, those rights remain with the Client (or such third party). The Client grants the Entrepreneur a free, non-exclusive license to use such materials or data for the execution of the Agreement. The Client declares that no third-party rights are infringed by this use and indemnifies the Entrepreneur for third-party claims in this regard (see also articles 6.3 and 10.6).

8.5 References and attribution. Unless explicitly requested otherwise by the Client, the Entrepreneur may use the name of the Client and a general description of the project as a reference on its own website or promotional material. No confidential details will be disclosed in doing so. Additionally, the Entrepreneur is entitled to indicate on or in the delivered work in an appropriate manner that the work was executed or designed by Reflow Automations (for example by a mention in the documentation or in the source code). The Client will not remove or alter such mentions or proprietary notices.

8.6 Breach of rights. The Client shall not perform any acts that infringe the intellectual property rights of the Entrepreneur. In the event of infringement of the Entrepreneur's rights, the Entrepreneur reserves the right to withdraw all usage rights of the Client then in effect and to claim compensation for the damage suffered due to the infringement. At the first request of the Entrepreneur, the Client will provide full cooperation in an investigation into, and the cessation of, such an infringement.

9. Confidentiality

9.1 Confidential information. The parties mutually undertake to maintain confidentiality of all information of the other party that is designated as confidential or whose confidential nature is evident from the nature of the information or the circumstances. Confidential information of the Client in any case includes all business and marketing strategies, client data, financial information, unpublished data, know-how, trade secrets, and other business-sensitive information that the Entrepreneur obtains from the Client in the context of the Agreement. Likewise, the Client will treat all information about the Entrepreneur's working methods, rates, software and methods as confidential, insofar as such information is not publicly known.

9.2 Exceptions. The confidentiality obligation does not apply to information that: (a) was already public or generally known without breach of this provision, (b) has been developed independently by the receiving party without using the other party's confidential information, (c) was already in the possession of the receiving party before it was provided by the other party, or (d) is lawfully obtained from a third party who was entitled to provide that information. Likewise, the confidentiality obligation expires to the extent a party is required by law or regulation, or by court order or a competent regulator's order, to disclose information, provided that the disclosing party - to the extent allowed - notifies the other party in advance and the disclosure is limited to what is strictly necessary.

9.3 Use of confidential information. The Entrepreneur will use the Client's confidential information only for the purpose for which it was provided: the performance of the Services and the fulfillment of the Agreement. The Entrepreneur will not provide this information to third parties, except to any subcontractors or employees involved in the execution of the assignment who are likewise bound by an appropriate confidentiality obligation. The Entrepreneur takes all reasonable precautions to ensure confidentiality, including securing digital data and limiting access to the information to those persons for whom access is necessary.

9.4 Duration of confidentiality obligation. The confidentiality obligation as described in this article applies both during the term of the Agreement and after its termination, and remains in force as long as the information in question is confidential in nature. After termination of the collaboration, the Entrepreneur will, at the first request of the Client, return or destroy all confidential documents and data files received from the Client (subject to any legal retention obligations), and delete or render inaccessible any digital copies thereof.

9.5 Penalty clause (optional). note: This clause only applies if expressly incorporated in the Agreement.

In the event of a breach of the confidentiality obligations by a party, the breaching party – without prejudice to the right of the other party to claim full damages instead – owes the other party an immediately payable penalty of €5,000 (five thousand euros) per breach and €500 for each day that the breach continues, without the need for proof of damage or prior notice of default. Payment of this penalty does not relieve the breaching party of the obligation to still observe confidentiality and does not affect the other party's other rights, including the right to claim additional compensation. (Note: This penalty clause only applies if explicitly declared applicable in the agreement or assignment.)

10. Liability and indemnification

10.1 Limitation of liability (direct damage). The total contractual and statutory liability of the Entrepreneur towards the Client for direct damage arising in the context of the performance of the Agreement is, per event (with a series of related events counting as one event), limited to at most the amount that the Client has paid to the Entrepreneur for the Services to which the liability relates (excluding VAT). If the Agreement is a continuing performance contract (such as a subscription) with a term longer than 12 months, then the aforementioned maximum amount is set at the total fees (excluding VAT) paid by the Client to the Entrepreneur in the 12 months preceding the event causing the damage. In no case, however, will the total liability of the Entrepreneur for direct damage exceed €50,000 (fifty thousand euros), unless and to the extent the insurance payout received by the Entrepreneur's insurer is higher.

10.2 Exclusion of indirect damage. The Entrepreneur is not liable for indirect damage, including but not limited to consequential damage, lost profits, missed savings, reduced goodwill, damage due to business interruption, loss of (business) data, and damage from claims of third parties. This exclusion of liability for indirect damage applies regardless of how such damage is claimed (whether in contract, tort or otherwise), and even if the Entrepreneur was aware of the possibility of such damage.

10.3 Further exclusions. Furthermore, the Entrepreneur is not liable for any damage that arises because the Entrepreneur relied on incorrect or incomplete information provided by or on behalf of the Client (see article 6.2), nor for damage that is the result of use or misuse by the Client of the delivered results (see article 6.6). Similarly, the Entrepreneur is not liable for corruption, destruction or loss of data from any cause, unless demonstrably caused by intent

or gross negligence of the Entrepreneur. The Client is responsible for making backups of relevant files or data and for taking measures to prevent or limit damage.

10.4 Statutory exclusions. The limitations of liability included in this article apply insofar as legally permitted. Nothing in these General Terms and Conditions excludes liability for damage caused by the intent or deliberate recklessness of the Entrepreneur or its executives (“gross negligence”), nor any other liability which by law may not be excluded or limited. If, under mandatory law, a limitation in this article is not upheld in a particular case, then the maximum limitation permitted by law will apply instead.

10.5 Limitation period. Without prejudice to the above, any right of claim and other authority of the Client against the Entrepreneur in relation to liability expires no later than one (1) year after the moment the Client became aware, or reasonably could have been aware, of the facts on which it bases the claim. After the expiry of this period, the Client can no longer make any claim for compensation, unless the claim was already brought in legal proceedings before the end of that period.

10.6 Indemnification by Client. The Client indemnifies the Entrepreneur against all claims of third parties (including employees of the Client or end customers of the Client) that result from or are related to the Services that the Entrepreneur has performed for the Client. This includes – but is not limited to – claims of third parties due to: (a) damage as a result of the Client’s use of the delivered results or advice (for example when an AI automation built by the Entrepreneur unintentionally causes damage to a third party), (b) infringement of third-party intellectual property rights or privacy rights through use of materials or data provided by the Client to the Entrepreneur (see also article 6.3 and 8.4), or (c) any act or omission of the Client in violation of a legal duty or these General Terms and Conditions. If a third party addresses the Entrepreneur, the Client is obliged to assist the Entrepreneur both outside and in court and to do without delay everything that may reasonably be expected to eliminate or limit the claims. If the Client fails to take adequate measures, then the Entrepreneur is, without notice of default, entitled to do so itself. All costs and damage on the part of the Entrepreneur and third parties arising as a result are entirely at the Client’s expense and risk.

10.7 Exclusion of punitive and exemplary damages. Reflow Automations shall in no event be liable for punitive, exemplary, treble or similar damages, regardless of the legal basis or applicable law.

10.8 Claims under foreign law (USA/Canada). The Client undertakes not to file any claim against Reflow Automations on the basis of or subject to the law of the United States or Canada, nor before a U.S. or Canadian court. If a third party or the Client nonetheless does so, the Client shall fully indemnify Reflow Automations for **all** resulting costs, (procedural) damages and expenses, including reasonable attorney's fees.

10.9 Maximum liability. In deviation of article 10.1, the total liability of Reflow Automations per event (and per calendar year in total) is limited to the lower of:

- (i) the amount actually paid out by the insurer; or
- (ii) € 250,000.

11. Payment and payment terms

11.1 Rates and invoicing. The fees owed by the Client for the Services (prices, hourly rates, package prices or subscription fees) are laid down in the quotation, order confirmation or agreement. Unless explicitly stated otherwise, all prices are exclusive of VAT and exclusive of any other government-imposed levies. The Entrepreneur is entitled to invoice periodically (for longer-running projects or subscriptions) or after completion of specific (partial) work. For maintenance subscriptions, invoicing will occur according to the frequency agreed in the subscription (for example monthly or annually in advance). Any travel or out-of-pocket expenses will only be charged insofar as agreed in advance.

11.2 Payment term. Payment by the Client must, unless agreed otherwise in writing, be made within 15 days of the invoice date. Payment must be made in the currency and in the manner indicated on the invoice (usually by bank transfer to the account number stated on the invoice). The Client is not entitled to suspend any payment or to offset it against a purported counterclaim, except insofar as the Client is a consumer (not applicable here) or the counterclaim is expressly acknowledged in writing by the Entrepreneur.

11.3 Advance or interim payment. The Entrepreneur is entitled (especially for new Clients or substantial assignments) to send an advance invoice or down payment invoice before the start of the work, or to require payment in installments during the project. In such cases, this will be indicated in advance in the quotation or order confirmation. The Entrepreneur may condition the commencement or continuation of the work on receipt of the requested payment(s).

11.4 Late payment and default. If the Client does not pay within the agreed term, it is in default by operation of law without any further reminder or notice of default being required. From the moment of default, the Client owes interest on the outstanding amount at the rate of the statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code. The interest on the due amount is calculated from the invoice due date until the day of full payment. In addition, all reasonable extrajudicial collection costs are for the account of the Client. The amount of the collection costs is determined according to the scale provided in the Dutch Act on Collection Costs (or the corresponding Decree on compensation for extrajudicial collection costs), with a minimum of €40. The Entrepreneur is further entitled in that case to recover from the Client the actual (court) costs incurred, including – but not limited to – the costs of legal assistance, insofar as these exceed the statutory fixed collection costs.

11.5 Consequences of non-payment. If the Client is in default of payment, the Entrepreneur may – without prejudice to its other rights – suspend performance of its own obligations. This includes, among other things, that the Entrepreneur has the right to halt execution of work and/or block further digital access to or use of already delivered results by the Client (to the extent technically possible), until full payment including any interest and costs has been received. The Entrepreneur is not liable for any damage that may arise at the Client as a result of such suspension due to non-payment. If payment remains outstanding despite a reminder, the Entrepreneur may proceed to dissolve the Agreement (see article 4.4) and the Client is obliged to compensate the damage incurred by the Entrepreneur as a result, including the lost revenue.

11.6 Retention of title / suspension of usage right. All delivered results (tangible or intangible) remain the property of the Entrepreneur until the Client has fulfilled all its payment obligations under the Agreement. To the extent transfer of ownership is not applicable (for example, in the case of intellectual property rights), it is stipulated that the usage right granted to the Client in article 8.2 is provided under the condition precedent of full payment. In case of non-timely payment, the Entrepreneur is entitled to unilaterally suspend or revoke this usage right, after the Client has been urged in writing to pay within a reasonable term and remains in default. In that event, the Client shall, at the first request of the Entrepreneur, cease any further use of the delivered results until full payment has been made.

11.7 Dispute of invoice. If the Client believes that (part of) an invoice is incorrect, it must notify the Entrepreneur in writing with a substantiated explanation within 14 days of the invoice date. Submitting a substantiated objection does not suspend the payment obligation

for the disputed portion, unless the Entrepreneur explicitly indicates otherwise. The undisputed part of the invoice must still be paid within the agreed term. In case of a disputed invoice, the parties will consult in good faith to resolve the dispute regarding the invoice.

12. Complaints and disputes

12.1 Complaints procedure. The Client is obliged to report any complaints about the delivered Services or objections to (partial) invoices within a reasonable time after discovery to the Entrepreneur. “Within a reasonable time” means within 14 days after the defect or reason for complaint was reasonably discoverable by the Client (for example, within 14 days after delivery of a result or receipt of an invoice; see also articles 7.3 and 11.7). Complaints must be submitted in writing (email is sufficient), clearly described and specified, to the Entrepreneur.

12.2 Handling of complaints. Submitted complaints will be answered as soon as possible, but at the latest within 14 days after receipt, by the Entrepreneur with a confirmation and – to the extent possible – a substantive response or proposal for a solution. If a complaint foreseeably requires a longer processing time, the Entrepreneur will, within the aforementioned 14-day period, send an acknowledgment and an indication of when the Client can expect a more detailed response. The parties will strive to resolve complaints in mutual consultation. If the complaint is well-founded, the Entrepreneur will repair the defect at no charge or otherwise correct the shortcoming, or – if repair is not possible – agree on an appropriate compensation with the Client.

12.3 Consequences of complaints. Submitting a complaint does not release the Client from its other obligations. In particular, a complaint does not in principle suspend the payment obligation. Only if the Entrepreneur agrees in writing to a suspension of (part of) the payment or if this follows from a mandatory legal provision, may the Client suspend payment. A duly submitted and justified complaint does not in itself give the Client the right to wholly or partially dissolve the Agreement, unless the Entrepreneur fails to address a justified complaint within a reasonable period or performance has become permanently impossible.

12.4 Dispute resolution. If a complaint or dispute cannot be resolved in mutual consultation according to the above procedure, a dispute arises that is subject to formal dispute resolution. The parties will, before taking legal action, consider resolving the dispute through

mediation or otherwise amicably, unless one of the parties reasonably believes that such a route would be pointless or cause undue delay.

12.5 Competent court. All disputes arising out of or related to the Agreement or these General Terms and Conditions that cannot be resolved through mutual consultation shall be submitted exclusively to the competent court in the Netherlands, without prejudice to the right of the parties to appeal and to appeal to the Supreme Court. (Explanation: this means the court that is competent by law in the district where the Entrepreneur is established, unless mandatory law dictates otherwise.)

13. Force Majeure

13.1 Definition of force majeure. In these General Terms and Conditions, force majeure means any circumstance beyond the Entrepreneur's control – even if foreseeable at the time of concluding the Agreement – that temporarily or permanently prevents fulfillment of the Agreement, or which makes fulfillment only possible under abnormally burdensome conditions. This includes, among others (but not exclusively): natural phenomena (such as earthquakes, fire, floods), pandemics or epidemics, war, terrorism, riots or other disturbances of public order, widespread transportation disruptions, strikes or labor unrest, government measures or restrictions, failures in energy supply or telecommunications (for example internet outages), as well as non-attributable failures of third parties or suppliers on whom the Entrepreneur depends (for example outages or changes at cloud or AI service providers that affect the Services).

13.2 Consequences of force majeure. If the Entrepreneur is prevented by force majeure from timely or properly fulfilling its obligations, those obligations are suspended for the duration of the force majeure situation. In case of force majeure, the Entrepreneur is not obliged to pay any compensation to the Client. During the force majeure period, the Entrepreneur's obligations are suspended without any penalty or damages. If due to force majeure the Entrepreneur's performance becomes permanently impossible, or the force majeure situation lasts longer than reasonably acceptable (in any case if it continues for more than 60 consecutive days), both parties are entitled to dissolve the Agreement in writing with immediate effect, without any obligation to compensate damages or costs. If in that event the Entrepreneur has already partially fulfilled its obligations, or will still be able to fulfill them, he is entitled to invoice the part already performed separately and the Client must pay this invoice as if it were a separate agreement.

13.3 Notice. As soon as a force majeure situation occurs on the part of the Entrepreneur that prevents it from fulfilling one or more of its obligations to the Client, the Entrepreneur will inform the Client of this as soon as possible, stating (to the extent known) the cause and likely duration of the force majeure. The Entrepreneur will strive to limit the impact of the force majeure on the execution of the Services, for example by seeking alternative solutions or routes where possible.

13.4 Right of suspension during force majeure. To the extent the Entrepreneur at the time of the commencement of force majeure has already partially fulfilled its obligations under the Agreement or can still fulfill them, he is entitled to invoice the part already performed or to be performed separately as if it were an independent agreement. The Client is obliged to pay this invoice. This prevents the Entrepreneur from being completely deprived of payment for delivered performance during the force majeure period.

13.5 No dissolution by Client for short-term force majeure. Unless the force majeure situation exceeds the aforementioned duration of 60 days or performance is permanently impossible, the Client may not dissolve the Agreement on the ground of force majeure. The Client is of course free to suspend its own obligations to the extent there are reciprocal obligations that are affected by the force majeure, but this is at its own risk.

14. Applicable law and jurisdiction

14.1 Dutch law. All legal relations between the Entrepreneur and the Client are exclusively governed by Dutch law. The applicability of any international regulations or treaties that can be excluded under law – expressly including the United Nations Convention on Contracts for the International Sale of Goods (CISG) – is hereby excluded to the extent permitted.

14.2 Forum selection. All disputes that may arise from or relate to the Agreement or these General Terms and Conditions shall, in the first instance, be submitted exclusively to the competent court in the Netherlands, without prejudice to the right of the Entrepreneur to submit a dispute to the court that would be competent by law if this is different. The parties specifically agree (to the extent permitted) that the court in the district where the Entrepreneur has its registered office shall have jurisdiction to hear such disputes.

14.3 Conflicting provisions. In case of conflict between the provisions of these General Terms and Conditions and the individual written arrangements in the Agreement, the provisions of the Agreement prevail. In this clause, “Agreement” means: the signed

quotation, order confirmation or separate written agreement in which specific arrangements with the Client are recorded.

14.4 Publication and effective date. These General Terms and Conditions are published on the website of Reflow Automations (reflowautomations.nl) and filed with the Chamber of Commerce under Chamber of Commerce number 96091797. A copy will be provided free of charge to the Client upon first request. These conditions take effect on April 3, 2025 and apply to all new Agreements and, to the extent legally permissible, also to existing agreements from that date.

14.5 Irrevocable choice of forum and law. The Client expressly and irrevocably waives any right to bring disputes before any court other than as specified in article 14.2, or to invoke any law other than Dutch law, including but not limited to the law of the United States or Canada.

These General Terms and Conditions have been drawn up for Reflow Automations (Rogier Helvensteijn) and were last updated on April 3, 2025. For any questions or clarification regarding these terms, you can contact Reflow Automations via the contact details on the website.