

Article 1. Definitions

1. Contractor: Lux Data Group V.O.F., (Registration number in the Commercial Register (*Handelsregister*): 81995245), with registered office and place of business in (5632DB) Eindhoven on Orionstraat 115.
2. Client: the Contractor's (intending) contracting party.
3. Parties: the joint definition for Contractor and Client.
4. Agreement: the agreement concluded between the Contractor and the Client.
5. Terms and Conditions: the terms and conditions as set out in this document.
6. Work: the result(s) arising from Contractor's performance of the Agreement of behalf of the Client, for example – but not limited to - software, websites, analyses, algorithms, techniques, analyses, documentation, reports, know-how or other works or materials

Article 2. The Agreement

1. These Terms and Conditions always apply to all offers and agreements of the Contractor, with the express exclusion and rejection of all general terms and conditions stated by Client on their letterheads, order and delivery forms and such stated and/or deposited somewhere or declared applicable.
2. In the event of a written bid or a written order confirmation from the Contractor, such bid or order confirmation will replace all prior written and oral bids, offers, agreements, statements and/or comments earlier made by the Parties. Changes or additions to the text of the bid or order confirmation shall only form part of the Agreement when these changes or additions are explicitly acknowledged by signature of the Parties, whereby in the event of any inconsistency between these changes or additions on the one hand and the text of the bid or order confirmation on the other hand, the latter shall prevail.
3. The Contractor reserves the right to amend these Terms and Conditions. In such case the Contractor will inform the Client in writing. The Client will be deemed to have accepted the amendments in question if the Contractor has not received a written objection from the Client within 14 days of the written notification of the amendment.
4. Offers made by the Contractor shall have a limited period of validity of one (1) month, unless otherwise indicated in writing and/or if and insofar as the Contractor has already started the services/work described in the offer, for example due to pressure of time and/or at the request of the Client.
5. The information as specified in bids, folders, advertising materials or on the Contractor's website is always subject to changes and unintentional errors.
6. If, for any reason whatsoever, any provision of these general terms and conditions is not valid, the remaining terms and conditions will stay in force and the Parties will negotiate a new provision in good consultation which will resemble, concerning content, range and aim, as much as possible the original provision.

Article 3. The Performance

1. The Contractor will carry out the order for the Client to the best of its understanding and abilities. Unless expressly agreed otherwise in writing in the Agreement, the Contractor is subject to an obligation to perform to the best of its ability and not to an obligation to achieve a result.
2. Unless expressly agreed otherwise in writing in the Agreement, the Contractor will be permitted to work, in any form, for a company which is identical, similar or related to that of the Client.

3. The Contractor shall make every reasonable effort to observe as much as possible the (delivery and or completion) dates as agreed by the Parties. Delivery and/or completion dates agreed by the Parties are always indicative in nature and are not final, unless the Parties to the Agreement have expressly agreed otherwise in writing. An agreed period applicable to the Contractor shall not commence until after the Agreement has been concluded and the Contractor is in possession of all information necessary for the performance of the Agreement. An agreed period applicable to the Contractor will be extended at least by the number of days that have lapsed between the time the Agreement is concluded and the moment at which all information necessary for the performance of the Agreement has come into the possession of the Contractor.
4. If any term is likely to be exceeded, the Parties will enter into consultation to discuss the consequences of the exceedance for further planning. In all cases – therefore also if the Parties have agreed a final (delivery or completion) date – the Contractor will only be in default, after the Client has given the Contractor a written notice of default, whereby Client will set the Contractor a reasonable term to clear the shortcoming in the performance by Contractor.
5. The Contractor reserves the right to have the order (partly) carried out by (a) third party / Parties. In such case the Contractor will always prior consult the Client and the Client will have to give approval to such third party / Parties.
6. In order to enable the Contractor to properly carry out the agreed services, the Customer will timely provide the Contractor with all the information and details which it can reasonably suspect to be necessary for the adequate execution of the agreed services.

Article 4. Remuneration and payment

1. Unless expressly agreed otherwise in writing in the Agreement, the prices are exclusive of VAT.
2. Unless expressly agreed otherwise in writing in the Agreement (such as by means of a fixed price and/or a different compensation as set forth in the Agreement), the Contractor will perform its work at least at an hourly rate of € 60 exclusive of VAT and any external costs prior agreed with the Client will be charged directly to the Client. Any advance payments will only be settled with (and therefore be considered to have been paid until at least) the last invoice to the Client.
3. Price increases resulting from additions and/or changes to the order made at the written request of the Client will be charged accordingly to the Client.
4. All demonstrable and substantiated costs resulting from unforeseen circumstances which the Contractor reasonably did not have to take into account when entering into the Agreement will be charged to the Client according to the agreed rates and in the absence thereof at the usual rates of Contractor.
5. All payments by the Client to the Contractor must be made into a bank account to be designated by the Contractor, without suspension or setoff, in euros and no later than thirty (30) days after the invoice date. Advances must be paid on the invoice date itself. These are 'strict deadlines' (*voor de voldoening bepaalde termijnen*) within the meaning of section 6:83(a) of the Dutch Civil Code (*Burgerlijk Wetboek*).
6. In the absence of full and timely payment as referred to in the previous paragraph, the Client shall be in default by operation of law with at least the following consequences:
 1. Client shall own interest of 1.5% per month on the outstanding invoice/invoices;
 2. Client will owe extrajudicial collection costs (*buitengerechtelijke incassokosten*) of 15% of the outstanding invoice/invoices with a minimum of € 250,00;
 3. If the Contractor engages the Client in legal proceedings in respect of its payment obligations, the Client will also owe, in addition to the foregoing paragraphs, the

actual costs incurred by the Contractor in this respect (such as legal fees, bailiff's fees, court registry fees, etc.).

7. Payments made by the Client shall first be deducted from all costs and interest owed and then from the longest outstanding invoices, even if the Client states that the payment relates to (a) later invoice(s).
8. The Contractor will at all times be entitled to require the Client to provide security and/or advance payment for the fulfilment by the Client of its obligations under the Agreement. This applies in any event in case that any deadline of payment is exceeded, or in the event of any other failure in respect of this Agreement or in respect of any other Agreement on the part of the Client. The Client will comply with this at first request.

Article 5. Quality and complaints

1. Within thirty (30) days after performing the work and (in any case) within fourteen (14) days after the receipt of the invoice, the Client must invoke a defect in the performance of the Contractor. After expiry of this period, the performance will be deemed to be in accordance with the Agreement.
2. Complaints do not entitle the Client to suspend payment.

Article 6. Force Majeure

1. In the event that the Contractor cannot fulfil its obligations towards the Client due to a non-attributable failure, the Client will not be entitled to dissolve the Agreement and the fulfilment of the obligations of the contract will be suspended for the duration of the force majeure situation.
2. If any situation of force majeure has lasted two (2) months, both the Contractor and the Client shall be entitled to dissolve the Agreement in whole or in part in writing.
3. In the event of a situation of force majeure, the Client shall not be entitled to any compensation or damages, not even if the Contractor should derive any benefit as a result of the force majeure.
4. In addition to what is understood in this respect by law and case law, force majeure is understood to mean all external causes, foreseen and unforeseen, over which the Contractor cannot exercise any influence, as a result of which the fulfilment of its obligations vis-à-vis the Client is wholly or partially prevented or as a result of which the fulfilment of its obligations cannot reasonably be demanded of the Contractor, regardless of whether this circumstance could have been foreseen at the time of the conclusion of the Agreement. These circumstances include: strikes, lockouts, fire, epidemics and pandemics and/or measures (of what nature whatsoever) taken by any governmental authority, as well as the absence of any governmental permit to be obtained.

Article 7. Industrial and intellectual property

1. Unless explicitly agreed otherwise in writing between the Parties, the rights to the data (files) referred to in this article and/or the Agreement are and will remain the property of the Client.
2. Under the suspensive condition of full payment of all amounts due to Contractor, the Contractor grants the Client a (non-exclusive) unlimited license to use all industrial and intellectual property right(s) with respect to the Work.
3. The grant of rights as set forth in clause 7 sub 2 does not affect Contractor's rights or options in any way to use and/or exploit, either for itself and/or for third Parties and without any restrictions, any (part of) the industrial and intellectual property rights with

- respect to the Work for other purposes. The grant of industrial and intellectual property rights do not affect Contractor's right to continue developing, either for itself or for third Parties, software, techniques and/or algorithms that are similar to or derived from software, techniques and/or algorithms that have been or are being developed for Client.
4. None of the Parties will provide information relating to the other party to any third party in any way whatsoever, except to the extent reasonably necessary in connection with the proper performance of the Agreement and/or on basis of a mandatory legal provision and/or mandatory designation of any supervisory authority and then only after and to the extent that a confidentiality obligation has been agreed upon.
 5. Contractor is never obliged to perform data conversion unless this has been explicitly agreed on with Client in writing.

Article 8. Transfer of risk

1. Contractor only bears the risk of attributable loss, theft, misappropriation or damage of goods, information (including user names, passwords, codes), documents, data files, software that are created for, delivered to or used by Client in the context of the performance of the Agreement when these are placed under the sole/exclusive and actual control of Contractor.

Article 9. Personal data breaches

1. Contractor does not guarantee that the security measures taken to protect (personal) data are effective in all circumstances. If Contractor discovers a personal data breach, Contractor informs Client of this without undue delay.
2. The Parties will jointly decide whether the personal data breach reported by Contractor must be reported to the supervisory authority or the data subject. Reporting personal data breaches is, at any time, Client's responsibility. Contractor is not obliged to report personal data breaches to the supervisory authority and/or the data subject.
3. Where required, Contractor provides further information on the personal data breach and renders assistance in providing the information to Client that Client needs to report a breach to supervisory authority or the data subject.

Article 10. Liability Contractor

1. Any liability on the part of the Contractor (if any) shall in any event be limited to demonstrable direct loss or damage to a maximum of the invoice value of the order placed with Contractor by the Client, or at least to that part of the order to which the liability relates. If the Agreement is mainly a continuing performance contract with a duration of more than one year, the price stipulated for the Agreement is set at the total sum of the payments (excluding VAT) stipulated for one year. If the Contractor is insured and the insurance actually pays out insurance as a result of the liability in question, Contractor's liability will be limited to the amount paid out.
2. The Contractor will not be liable (and any liability of Contractor is therefore excluded) for any indirect loss or damage, loss of profits, lost savings, reduced goodwill, loss due to business interruption, loss as a result of claims of clients of Client, suffered by the Client or a third party in connection with (the performance of) the Agreement or a service provided by the Contractor, including consequential loss or damage, immaterial loss or damage, business or environmental damage.
3. The exclusion of liability in this article shall not apply if the damage is caused by intent or gross negligence on the part of the Contractor or its executive staff.

4. The Contractor will not be liable for loss or damages resulting from errors in the information provided by the Client, such as prescribed working methods or given orders, directions and instructions, and for loss or damages caused by work performed by the Client or by third Parties on instructions by the Client.
5. The consequences of compliance (by the Contractor or third Parties) with statutory regulations or decision of public authorities are for the Client's account, regardless of whether the cause/necessity of such compliance can be attributed to the Client, the Contractor or a third party.
6. The Client may only invoke the obligations arising from this article if it has itself fulfilled all its obligations towards the Contractor.
7. Any right of action for whatever reason on the part of the Client against the Contractor will lapse no later than one year after the work has been performed.

Article 11. Suspension, set-off and dissolution

1. In the following cases, each party to the Agreement will be entitled to dissolve the Agreement in whole or in part – without any notice of default or judicial intervention being required – extrajudicially:
 - a. If the other party does not fulfill its obligations, even after default with a reasonable term to fulfill its obligations;
 - b. If the other party applies for bankruptcy or (provisional) suspension of payments, or if the other party is declared bankrupt, (provisional) suspension of payments is granted, or if the other party is placed under administration, management or guardianship by virtue of a statutory provision;
 - c. If the other party transfers, liquidates or ceases (parts of) its undertaking or its activities;
 - d. If prejudgment attachment or executory attachment is made against the other party;
2. In the event of dissolution by the Contractor on the grounds in the preceding paragraph, the Client will owe the Contractor the (pro rata) remuneration for the services provided until the moment of dissolution of the Agreement.
3. The foregoing is without prejudice to the Contractor's other rights, including Contractor's right to claim all further damages and costs from the Client.

Article 12. Applicable law and disputes

1. The Agreement shall be governed solely by Dutch law, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
2. Only the court that has jurisdiction in respect of the municipality in which the Contractor is seated shall have jurisdiction to settle disputes arising from the Agreement, unless the Contractor opts for the court that has subject-matter jurisdiction.