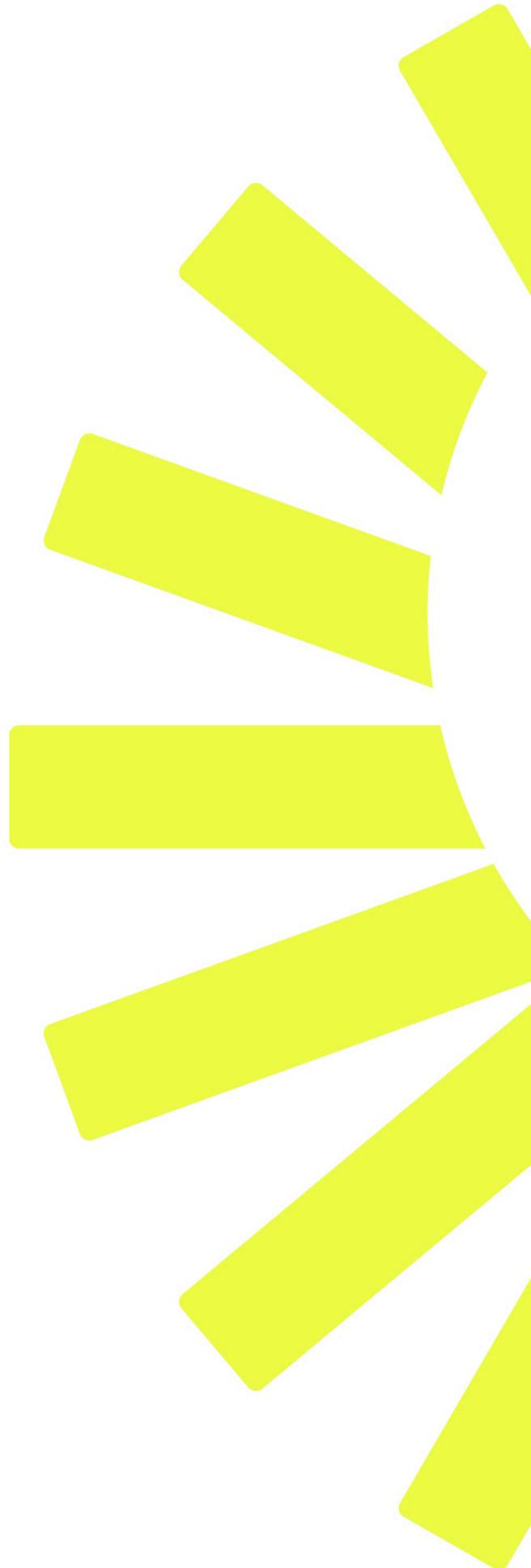


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General Terms and Conditions Covolt
EN.01012026





GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In these General Terms and Conditions, the following defined terms are used with an initial capital letter:

- 1.1. **General Terms and Conditions:** these general terms and conditions of delivery of Covolt.
- 1.2. **Equipment:** the hardware to be lended by Covolt, as specified in the Agreement or in an Appendix.
- 1.3. **Appendix(es):** addendum(s) to the Agreement that form part of the Agreement.
- 1.4. **Covolt:** Covolt B.V. or the relevant parent or group company that delivers the Equipment or Services to Customer.
- 1.5. **Services:** the work to be performed by Covolt as described in the Agreement.
- 1.6. **Digital services:** the online applications and services to be made available by Covolt via a web portal or app on a mobile phone, as further specified in the Quotation and in the Documentation.
- 1.7. **Documentation:** the descriptions of the functionalities and/or features of the Equipment and/or Services related to the Equipment and/or Services.
- 1.8. **Defect:** the demonstrable and reproducible failure of the Equipment or a Service to meet the (functional and/or technical) specifications laid down in the Agreement and/or Documentation.
- 1.9. **Customer:** the natural person or entity with whom Covolt has concluded an Agreement.
- 1.10. **Agreement:** the written or electronic document (in the form of a quotation, offer or separate agreement) from Covolt describing the Equipment and/or Services and to which these General Terms and Conditions apply.
- 1.11. **Party:** Covolt or Customer.
- 1.12. **Confidential Information:** all information received in writing, verbally or in any other way, directly or indirectly, which is in any way designated as confidential and/or which the recipient knows or reasonably should understand to be confidential, including, in any case, information about the Equipment and Services, personal data, business information, technical information and financial information.

2. APPLICABILITY / ORDER OF PRECEDENCE IN CASE OF CONFLICT

- 2.1. These General Terms and Conditions apply to all Agreements and orders executed by Covolt, as well as to all legal acts between Covolt and Customer. Deviations from or additions to these General Terms and Conditions are only valid if agreed in writing between the Parties. The applicability of the Client's terms and conditions or other (general) terms and conditions is hereby expressly rejected.
- 2.2. In the event of any conflict between the content of an Agreement and these General Terms and Conditions, these General Terms and Conditions shall prevail, unless the Agreement expressly deviates from these General Terms and Conditions.
- 2.3. The use of the Digital Services is subject to the Terms of Use for Digital Services, which are available on the Covolt website and are made available when creating an account on the web portal and downloading the app to a mobile phone.





3. OFFER, CONCLUSION AND AMENDMENT OF THE AGREEMENT

- 3.1. All quotations and offers are valid for thirty (30) days, unless a different term is specified in the quotation or offer. In the event of a change to a quotation or offer, the previously issued quotation or offer will lapse.
- 3.2. All quotations and offers are drawn up to the best of our knowledge and ability on the basis of information provided by Customer. Customer guarantees the accuracy and completeness of this information.
- 3.3. An Agreement is concluded at the moment that a quotation or offer is accepted by Customer in writing or by email, or if Covolt actually commences delivery of the Equipment or Services at the request of the Client.
- 3.4. Deviations from and/or additions to the Agreement are only valid if they have been agreed between the Parties in writing. Covolt cannot be held to a quotation or offer if Customer should reasonably understand that the quotation or offer contains an obvious mistake or clerical error.

4. EXECUTION OF THE AGREEMENT

- 4.1. The Equipment and Services to be delivered by Covolt are specified in the Agreement. Delivery of products or performance of work that are not part of the Equipment and/or Services or are not specified in the Agreement will be carried out on the basis of a separate order.
- 4.2. If it has been agreed that the Equipment and/or Services will be delivered in phases, Covolt is entitled to postpone the delivery of Equipment and/or Services belonging to a subsequent phase until Customer has paid the fees due for a previous phase.
- 4.3. Delivery times stated by Covolt are determined to the best of its knowledge and belief on the basis of the information available to Covolt at the time of entering into the Agreement and will be observed as much as possible.
- 4.4. Agreed delivery times shall only commence if and insofar as Customer has provided Covolt with all necessary data, information, materials, facilities and other requirements and any payments due at the start of the work have been received by Covolt.
- 4.5. Changes to the Services requested by Customer must be recorded in writing and may result in a change in the delivery times and/or a change in the agreed fees.
- 4.6. The mere exceeding of a delivery period shall not constitute a default on the part of Covolt and shall not entitle Customer to terminate the Agreement. In the event of a delivery period being exceeded, Covolt shall only be in default after written notice of default has been given, setting a further reasonable period.
- 4.7. If any deadline is likely to be exceeded, Covolt shall notify Customer thereof. The parties shall then consult as soon as possible in order to agree on a new delivery period.

5. LOAN OF EQUIPMENT

- 5.1. Covolt shall lend the Equipment by delivering it to Customer's location and installing it at Customer's location, within the period and in the manner specified in the Agreement.





- 5.2. The Equipment is and remains the property of Covolt or its suppliers, and Covolt grants Customer the non-transferable right under the Agreement to use the Equipment solely for the purpose of receiving the Services. The Equipment to be made available by Covolt is specified in the Agreement.
- 5.3. Customer shall use the Equipment with due care and solely at the place of delivery specified in the Agreement and shall take all reasonable measures to prevent damage, theft or loss of the Equipment.
- 5.4. For the duration of the Agreement, Customer shall take out and maintain adequate insurance for the Equipment against the usual risks, including fire, theft and consequential damage in the event of theft, and against the value stated in the Agreement. A copy of the insurance policy and proof of payment of the premium(s) shall be sent by Customer to Covolt immediately upon request.
- 5.5. Customer is not permitted (a) to use the Equipment for purposes other than those for which the Equipment has been made available to Customer, (b) to use the Equipment in combination with third-party equipment not approved by Covolt; (c) make it available to third parties, (d) make any changes to the Equipment or its configuration without Covolt's permission, and (e) uninstall the Equipment or have it uninstalled by a third party.
- 5.6. Customer must report any malfunctions in the Equipment to Covolt as soon as possible. After notification, Covolt will take appropriate measures to remedy the malfunctions.
- 5.7. If Covolt is unable to repair a malfunction in a part of the Equipment within the period specified in the Agreement, Covolt will replace the relevant part of the Equipment free of charge with another part of at least equivalent quality.
- 5.8. The costs incurred by Covolt for remedying malfunctions in the Equipment resulting from careless or incorrect use of the Equipment may be charged to Customer at Covolt's then current rates.
- 5.9. In the event of damage to or theft of the Equipment, Customer is obliged to report this to Covolt as soon as possible, but no later than 24 hours after discovery.
- 5.10. Customer is liable for damage to the Equipment caused by reasons attributable to Customer, including negligence or carelessness.
- 5.11. Upon expiry or termination of the Agreement, Customer shall give Covolt the opportunity to uninstall and take back the Equipment.

6. CUSTOMER COOPERATION

- 6.1. Customer shall at all times provide Covolt in good time with all data, information, materials, (technical) facilities (including a safe working environment), permits and authorisations and other necessities required for the proper performance of the Agreement and shall provide the necessary cooperation and access to the locations.
- 6.2. Customer guarantees Covolt that it is entitled to the data, information, materials, facilities (including a safe working environment), permits and authorisations and other necessities made available to Covolt and indemnifies Covolt against all claims in this regard.
- 6.3. If the items necessary for the performance of the Agreement are not made available to Covolt, or are not made available on time or not in accordance with the agreements, or if Customer fails to fulfil its obligations in any other way, Covolt shall be entitled to suspend the performance of





the Agreement after notifying Customer and giving Customer the opportunity to provide the information, facilities and/or cooperation. Covolt shall be entitled to charge Customer for any costs incurred as a result thereof in accordance with its usual rates.

- 6.4. If employees of Covolt and/or third parties are required to perform work at Customer's premises or at another location designated by Customer in order to perform an Agreement, Customer shall provide access to those locations and shall, free of charge, provide the facilities reasonably required by those employees, including but not limited to a workspace with communication facilities.
- 6.5. Customer shall be liable for any damage suffered by Covolt employees and/or third parties in connection with the performance of the above work as a result of acts or omissions on the part of Customer and/or unsafe situations at its place of business or at the location designated by it, and shall indemnify Covolt against any claims in this regard.

7. COMPLAINTS

- 7.1. Complaints must be submitted to Covolt in writing within ten (10) working days of delivery of the Equipment or Services, under penalty of forfeiture of this right by Customer.
- 7.2. If a complaint is deemed justified by Covolt, Covolt will replace the Equipment in question free of charge or re-deliver the Services without Customer being entitled to claim any compensation from Covolt.
- 7.3. Submitting complaints does not suspend Customer's payment obligations. A complaint has no consequences for other Equipment and/or Services already delivered or Equipment and/or Services still to be delivered.

8. FEES AND RATES

- 8.1. The fees and rates owed by Customer for the Equipment and Services are stated in the Agreement and apply per year unless otherwise stated in the Agreement. If not stated in the Agreement, travel time, travel and accommodation expenses, and transport and shipping costs will be charged separately. If the Agreement specifies fixed amounts, any deviations therefrom will be settled with Customer afterwards. All fees and rates are exclusive of value added tax (VAT) and other government levies.
- 8.2. Delivery of Equipment and/or Services not specified in the Agreement shall be considered additional work. Delivery of Equipment and/or Services outside office hours (being Monday to Friday from 9 a.m. to 5 p.m., with the exception of public holidays generally recognized in the Netherlands) shall be regarded as overtime. Additional work and overtime must be agreed in writing and Covolt shall never be obliged to accept any additional work and/or overtime.
- 8.3. Covolt has the right to adjust the fees and rates annually on 1 January in accordance with the CBS index "Trade and services; turnover and production development, index 2021=100" in the category "Information and communication" calculated over the most recent period from September to September by means of a written notification to Customer with a notice period of 30 days.
- 8.4. Covolt also has the right to adjust the fees and rates if any of the cost-determining factors of the Equipment or Service changes in the period between the date on which the Agreement was concluded and the date of delivery (including, in any case, increases in material, purchase and



transport prices, levies, taxes and/or currency changes) without this being attributable to Covolt or foreseeable by Covolt at the time of the conclusion of the Agreement.

9. PAYMENT

- 9.1. All fees must be paid in euros and are due within fourteen (14) days of the invoice date, unless otherwise stated in the Quotation.
- 9.2. Covolt will invoice the fees as follows:
 - 9.2.a. one-off fees will be invoiced immediately prior to the delivery of the Equipment or Services;
 - 9.2.b. periodic fees will be invoiced prior to the relevant period;
 - 9.2.c. additional work will be invoiced immediately after delivery;
 - 9.2.d. fees related to a delivery will be invoiced after delivery;
 - 9.2.e. other fees will be invoiced monthly in arrears on the basis of actual time and material.
- 9.3. Complaints about invoices must be submitted in writing or electronically within seven (7) days of the invoice date. Invoices shall be deemed accepted unless Customer has objected to them within the period and in the manner specified in this article 9.3.
- 9.4. If the payment term is exceeded, Customer shall be in default by operation of law without any prior demand or notice of default from Covolt being required, and Customer shall owe the statutory commercial interest as referred to in Section 6:119a of the Dutch Civil Code on the outstanding amount.
- 9.5. If Customer remains in default after being given notice of default, Covolt may refer the claim to a third party, in which case Customer will be liable for all judicial and extrajudicial costs, without prejudice to all other rights of Covolt.
- 9.6. If any payment term is exceeded, Covolt is entitled to suspend its obligations under the Agreement and any other current agreements until full payment has been made, without prejudice to Covolt's right to compensation and without being liable to Customer for any damage.
- 9.7. Covolt is at all times entitled to demand full or partial advance payment and/or (additional) security from Customer. Covolt is not obliged to commence or continue the performance of the Agreement before the requested advance payment has been made or security has been provided. The costs associated with providing security shall be borne by Customer.
- 9.8. Customer waives any right to set off any claim. Customer can therefore never invoke set-off against Covolt to avoid a payment obligation.
- 9.9. Any items, documentation and materials made available by Customer to Covolt, will only be returned after all payments owed by Customer have been made in full, even if these are the property of third parties.
- 9.10. In the event that a supervisory authority imposes a fine on Covolt that is to be borne by Customer, Covolt will pass on that fine to Customer and Covolt will be entitled to set off the amount of that fine against the proceeds from the Services provided.





10. CONFIDENTIALITY

- 10.1. Each Party shall treat the Confidential Information of the other Party (i) as confidential, (ii) only use it for the purpose for which the Confidential Information was received, (iii) not make it available to third parties or otherwise disclose it without the prior written consent of the other Party, and (iv) only make it available to its personnel to the extent necessary for the performance of the Agreement.
- 10.2. The rights relating to the Confidential Information shall remain with the Party that provided the Confidential Information and shall not be transferred to the receiving Party.
- 10.3. The Parties shall take all necessary measures to ensure the confidentiality of the Confidential Information and to prevent the Confidential Information from being published or otherwise disclosed without permission.
- 10.4. The receiving Party shall impose the confidentiality obligations set out in this article on its employees and/or third parties (including, for Customer, its Users) by means of a written agreement and shall ensure that they comply fully with such obligations at all times. The receiving Party shall remain fully responsible at all times for any breach of its confidentiality obligations by its employees and/or third parties.
- 10.5. The Parties undertake not to use the Confidential Information obtained from the other Party for any purpose or in any manner other than for the purpose for which and in the manner in which the information and data were provided or became known to it in the performance of the Agreement.
- 10.6. The obligations under this article do not apply to Confidential Information that (a) is generally known or accessible to the public; (b) is already known to the receiving Party without any confidentiality obligation; (c) has been obtained by the receiving Party independently of the disclosing Party; (d) has been lawfully received by the receiving Party without any confidentiality obligation on the part of a third party; or (e) has been made public pursuant to a legal obligation or order.
- 10.7. The receiving Party shall return or destroy the Confidential Information at the first request of the disclosing Party.
- 10.8. Covolt is at all times entitled to mention in advertisements, promotional material or otherwise in its marketing activities that Customer is one of its customers.

11. PERSONAL DATA

- 11.1. Covolt may use the personal data it obtains in the context of the performance of the Agreement (e.g. names and contact details of Customer's contact persons) to fulfil its obligations under the Agreement and to contact Customer. Covolt is considered a data controller with regard to that personal data and will use that personal data in accordance with its privacy statement, which can be found at: <https://covolt.eu/wp-content/uploads/2025/12/Privacy-Statement-Covolt-EN.23122025.pdf>.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1. All intellectual property rights, including but not limited to copyrights, trademark rights, trade name rights and database rights relating to the Equipment and Services (including all texts, logos, graphic material, illustrations, documentation and materials) and the Confidential





Information are vested exclusively in Covolt or its licensors and are not transferred under the Agreement. Customer acknowledges these rights and will refrain from any direct or indirect infringement of these rights.

13. LIABILITY

- 13.1. Covolt's liability on any legal basis whatsoever is limited per event to compensation for direct damages and to the amount paid out by Covolt's insurer. In the event that Covolt's insurance does not provide cover, Covolt's liability per event shall be limited to the total amount of the fees paid by Customer over a period of 12 months prior to the event causing the damage.
- 13.2. Direct damages within the meaning of these General Terms and Conditions shall be understood to mean exclusively:
 - 13.2.a. the reasonable costs incurred by Customer to ensure that Covolt's performance complies with the Agreement; however, these damages will not be compensated if Customer has terminated the Agreement;
 - 13.2.b. damages to or loss of goods;
 - 13.2.c. the reasonable costs incurred to determine the cause and extent of the direct damages;
 - 13.2.d. the reasonable costs incurred to prevent or limit direct damages.
- 13.3. Covolt's liability for damages other than direct damages is excluded, including but not limited to consequential damages, lost profits, lost turnover, lost savings, damages due to business interruption and/or goodwill of Customer, damages due to loss or damages to data, damages resulting from a fine imposed by a supervisory authority or as a result of a (contractual) penalty forfeited to a third party.
- 13.4. Covolt's liability for damages resulting from death or physical injury is limited to the amount paid out by Covolt's insurer.
- 13.5. The limitations of liability set out in this article do not apply if and insofar as the damages are the result of intent or deliberate recklessness on the part of Covolt's management.
- 13.6. Covolt's liability shall only arise if Customer gives Covolt direct and proper written notice of default, setting a reasonable period for Covolt to still fulfil its obligations and Covolt continues to fail to fulfil its obligations after that period. The notice of default must contain as detailed a description as possible of the shortcoming, so that Covolt is able to respond adequately.
- 13.7. Under penalty of forfeiture of the right to compensation, a claim for compensation must be submitted within 6 months of the moment at which Customer became aware or could reasonably have become aware of the existence of the damages.
- 13.8. Covolt shall never be liable for damages resulting in any way from: (a) the use of Services and/or the Equipment by Customer in violation of the Agreement, the Documentation and/or instructions; (b) the use of Services and/or the Equipment by Customer with equipment, software or infrastructure that has not been provided by Covolt or does not meet the minimum requirements as stated in the Documentation; and (c) changes or additions to the Equipment made by or on behalf of Customer, unless Covolt has given its prior written consent.

14. FORCE MAJEURE

- 14.1. In the event of force majeure, the Party affected by force majeure shall immediately notify the other Party in writing, stating the cause, the nature, the expected duration of the force majeure





and the obligations under the Agreement that cannot be fulfilled as a result. The performance of the obligations in question shall be suspended for the duration of the force majeure.

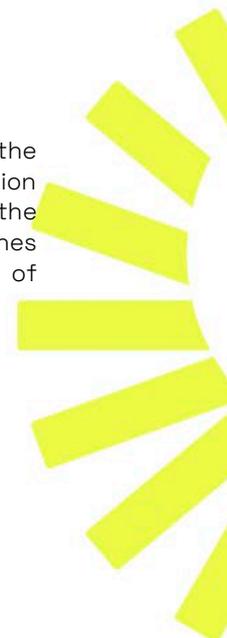
- 14.2. Insofar as not already included, force majeure shall in any case include: strikes, work stoppages, blockades, epidemics, embargoes, government measures, war, revolution and/or any similar situation, power failures, disruptions in (data) communication connections, fire, explosion, water damage, flooding and/or earthquake, absence or illness of Covolt personnel, as well as delays, non-performance or force majeure on the part of Covolt's suppliers.
- 14.3. If the force majeure situation has lasted for three (3) months or as soon as it is established that the force majeure situation will last longer than three (3) months, each of the Parties shall be entitled to terminate the Agreement in whole or in part in writing without notice. In that case, what has already been performed under the Agreement will be settled proportionally, without the Parties owing each other anything else.

15. ENGAGEMENT OF THIRD PARTIES / PRODUCTS AND SERVICES OF THIRD PARTIES

- 15.1. If Covolt deems it necessary, it is entitled to engage third parties, including external experts and/or external facilities and resources, for the performance of its obligations.
- 15.2. If Covolt engages third parties on its own initiative, Covolt shall remain fully responsible for the performance of its obligations towards Customer.
- 15.3. If Customer explicitly requests Covolt to engage third parties and Covolt agrees to this in writing, Covolt will cooperate in this to a reasonable extent and Customer will be fully responsible for the actions and omissions of that third party.
- 15.4. If Covolt engages third parties, any additional costs incurred will be borne by Covolt, except in cases where Customer explicitly requests Covolt to engage third parties.
- 15.5. If Covolt delivers products and/or services from third parties to Customer on the basis of the Agreement, the terms and conditions of the relevant supplier shall apply to the delivery of those products and/or services and not these General Terms and Conditions. By using the relevant products and/or services, Customer agrees to the applicable terms and conditions of the relevant subcontractor that apply between Customer and the relevant subcontractor.
- 15.6. If a supplier of Covolt terminates, fails to fulfil or suspends an agreement with Covolt, Covolt is entitled to replace the products or services to be delivered and/or delivered by this supplier with an equivalent product or service or, if replacement is not commercially feasible, to terminate the Agreement in whole or in part with immediate effect. In that case, Customer shall not be entitled to any compensation.

16. EFFECTIVE DATE, DURATION AND TERMINATION

- 16.1. The commencement date is stated in the Agreement. If no duration is specified in the Agreement, the Agreement shall be entered into for an initial period of one (1) year. Termination by Customer is not possible during this initial period. After the expiry of this initial period, the Agreement shall be tacitly renewed for a period of one (1) year, unless one of the Parties wishes to terminate the Agreement at the end of the then current period by giving notice of termination.





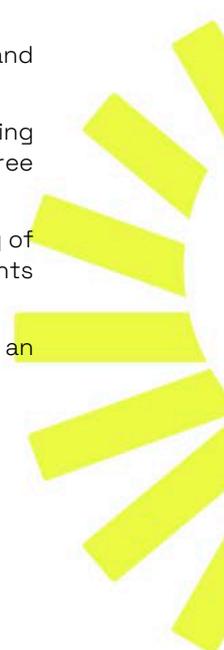
- 16.2. Termination shall take place at least three (3) months before the end of the agreed term by sending a registered letter to the other Party.
- 16.3. Each Party is entitled to terminate the Agreement by means of a registered letter, without judicial intervention and with immediate effect, in whole or in part, if the other Party, even after a written reminder setting a reasonable period, fails to fulfil its obligations under the Agreement.
- 16.4. Covolt is also entitled to terminate the Agreement, without any reminder or notice of default being required, extrajudicially and with immediate effect, in whole or in part, if (a) Customer fails to pay the agreed fees within the agreed term; (b) Customer applies for a moratorium or is granted a moratorium; (c) Customer files for bankruptcy or is declared bankrupt; (d) Customer's company is liquidated; (e) Customer ceases its current business or professional activities; or (f) control of Customer changes or if Customer acquires a company or enters into cooperation with a company to which Covolt has objections.
- 16.5. If, at the time of termination, Covolt has already performed services under the Agreement, the payment obligations relating to those services shall become immediately due and payable. Amounts invoiced by Covolt prior to termination in connection with what it has already performed or delivered in connection with the Agreement shall remain due and payable and shall become immediately due and payable upon termination.
- 16.6. In the event of termination of the Agreement, there shall be no obligations to undo the Services provided by Covolt that have already been paid for or invoiced.

17. APPLICABLE LAW AND DISPUTE RESOLUTION

- 17.1. These General Terms and Conditions, any Agreement and all disputes arising from or related to them shall be governed exclusively by Dutch law, to the exclusion of the rules of private international law with regard to the applicable law. The applicability of the Vienna Sales Convention 1980 (CISG) is expressly excluded.
- 17.2. All disputes arising in connection with the Agreement and/or these General Terms and Conditions shall be submitted in the first instance to the competent court of the District Court of Oost-Brabant, location 's-Hertogenbosch.
- 17.3. The provisions of the previous paragraph do not affect the obligation of the Parties to make every effort to resolve disputes as far as possible in mutual consultation and the possibility for the Parties to agree on arbitration or (non-)binding advice.

18. OTHER PROVISIONS

- 18.1. In cases not covered by these General Terms and Conditions, or if these General Terms and Conditions need to be amended, the Parties will consult with each other.
- 18.2. If any provision of these General Terms and Conditions is or becomes invalid, the remaining provisions of these General Terms and Conditions will remain in force and the Parties will agree on a replacement provision in mutual consultation.
- 18.3. The Agreement contains all agreements between Covolt and Customer regarding the delivery of Equipment and/or Services by Covolt and replaces all previous verbal or written agreements between the Parties.
- 18.4. The Appendices included in the Agreement and the documents referred to therein form an integral part of the Agreement.





- 18.5. Notifications that the Parties will make to each other on the basis of these General Terms and Conditions and/or the Agreement shall be made in writing or electronically. Verbal communications, commitments or agreements shall have no legal force unless they have been confirmed in writing. In these General Terms and Conditions, "in writing" also includes a message sent by electronic means of communication.
- 18.6. Customer is not permitted to transfer the rights under the Agreement to a third party. Nor is Customer permitted to allow the Equipment and/or Services to be used by a third party for the benefit of Customer and/or that third party. Covolt is entitled to transfer its rights and obligations under these General Terms and Conditions to a third party, to which transfer Customer shall cooperate and consent in advance.
- 18.7. Failure by one of the Parties to demand compliance with any provision within the period specified in these General Terms and Conditions shall not affect the right to demand compliance at a later date, unless the Party concerned has expressly agreed to the non-compliance in writing.
- 18.8. During the term of the Agreement and for a period of twelve (12) months after its expiry, Customer shall not employ any employees of Covolt who have been involved in the performance of the Agreement.
- 18.9. These General Terms and Conditions may be amended by Covolt. Amendments shall take effect 30 days after Customer has been notified thereof and shall apply to Agreements already concluded and new Agreements to be concluded.
- 18.10. The headings/titles of the articles in these General Terms and Conditions are for reference purposes only and are not decisive for the interpretation of the articles in these General Terms and Conditions.

