

# General Terms and Conditions LMesh B.V. -version January 2026-

## 1. Definitions and applicability

In these general terms and conditions, the following definitions apply:

- 1.1 **Contractor:** LMesh B.V., a company established in the Netherlands that develops (electronic) hardware, software, firmware, embedded software, cloud and IoT solutions.
- 1.2 **Client:** any natural person or legal entity that enters into an agreement with the Contractor.
- 1.3 **Agreement:** any offer, quotation and agreement and the resulting activities between the Contractor and the Client relating to the development, delivery, support and/or exploitation of (electronic) hardware, software, firmware, embedded software, cloud and IoT solutions.
- 1.4 Deviations from these terms and conditions are only valid if agreed in writing.
- 1.5 The applicability of the Client's purchasing or other terms and conditions is expressly excluded.

## 2. Quotations and formation of the agreement

- 2.1 All quotations are non-binding, unless expressly stated otherwise.
- 2.2 An agreement is formed after written confirmation by the Contractor or as soon as the Contractor commences performance.
- 2.3 The Contractor is not bound by obvious errors or mistakes in offers or quotations.

## 3. Performance of the agreement

- 3.1 The Contractor shall perform the agreement to the best of its knowledge and ability, in accordance with the state of the art.
- 3.2 Unless expressly agreed otherwise, the Contractor is subject to an obligation of best efforts and not an obligation to achieve a specific result.
- 3.3 The Contractor may engage third parties in the performance of the agreement.
- 3.4 The Client shall ensure the timely and correct provision of all information necessary for the performance of the agreement.

## 4. Hardware development, prototypes and delivery

- 4.1 Hardware development, including PCB design and prototyping, takes place for testing and validation purposes.
- 4.2 Prototypes, test versions and development results may contain errors or limitations and are not automatically suitable for series production and are not intended for production or safety-critical applications, unless agreed otherwise.
- 4.3 Delivery of hardware shall take place ex works (Ex Works), unless agreed otherwise.
- 4.4 Delivery takes place when the Contractor makes the developed hardware and/or software available to the Client.
- 4.5 At the time of delivery, the risk of loss or damage passes to the Client.

## 5. Production and scaling

- 5.1 Scaling up to series production shall only take place after a separate written agreement.
- 5.2 The Contractor does not guarantee that prototypes are suitable for mass production without modification.
- 5.3 Certification, market approval and compliance with laws and regulations are the responsibility of the Client, unless expressly agreed otherwise in writing.

## **6. Software development and delivery**

6.1 The development of firmware, embedded software and custom software is subject to an obligation of best efforts.

6.2 Test and development versions may contain errors or limitations.

6.3 Delivery takes place by making the software available to the Client.

## **7. Licences and intellectual property**

7.1 All intellectual property rights relating to hardware designs, schematics, firmware, software and documentation vest in the Contractor, unless agreed otherwise in writing.

7.2 The Client obtains a non-exclusive, non-transferable licence to use the software for the agreed purpose.

7.3 Source code shall not be provided, unless expressly agreed otherwise.

7.4 The Client is not permitted to modify, decompile or reverse engineer the software, except insofar as mandatory law permits this.

## **8. SaaS, cloud and IoT services**

8.1 If the Contractor provides SaaS, cloud or IoT services, the Client obtains a revocable, non-exclusive licence for the duration of the agreement.

8.2 The Contractor may modify, maintain or update the services.

8.3 If the Contractor provides SaaS, cloud or IoT services, availability and performance depend on external factors such as networks and third parties.

8.4 The Contractor does not guarantee uninterrupted availability of SaaS, cloud or IoT services.

## **9. Prices and payment**

9.1 All prices are exclusive of VAT and other government levies.

9.2 Invoices must be paid within 30 days of the invoice date.

9.3 In the event of late payment, the Client shall be in default by operation of law and statutory commercial interest shall be due.

## **10. Liability**

10.1 The Contractor's liability is limited to direct damage only and to a maximum of the amount invoiced for the agreement, with an absolute maximum of EUR 50,000.

10.2 The Contractor is not liable for consequential damage, including loss of profit, data loss, business interruption or reputational damage.

10.3 This limitation does not apply in cases of intent or wilful recklessness.

## **11. Force majeure**

11.1 In the event of force majeure, the Contractor shall not be obliged to perform and shall not be liable for any damage.

11.2 Force majeure includes, but is not limited to, network failures, cyber incidents, pandemics and failures of suppliers.

## **12. Termination**

12.1 Both parties may terminate the agreement in writing, subject to a reasonable notice period, unless agreed otherwise.

12.2 In the event of premature termination, the Client is obliged to compensate the work already performed.

## **13. Applicable law and disputes**

13.1 All agreements are governed by Dutch law.

13.2 Disputes shall be submitted exclusively to the competent court of the Contractor's place of establishment.