General Terms and Conditions

Hexxore — version 2.0.0 — 30 July 2026

Hexxore, established in Ede, the Netherlands, registered with the Dutch Chamber of Commerce under number 76903044, VAT number NL003143174B05, hereinafter "Supplier".

These terms replace all earlier versions, including version 1.0.2 of 17 July 2018.

> This is a translation. The Dutch text of these terms is authoritative and prevails in the event of any difference in interpretation.

Article 1 — Definitions

Client: the party with whom Supplier enters into or negotiates an agreement.

Services: all work performed by Supplier, including software development, systems integration, cloud infrastructure, managed services, consultancy and advice.

Software: all software that Supplier develops, delivers or makes available, including source code, configuration, scripts and infrastructure definitions.

Materials: documentation, designs, reports, advice and other results delivered by Supplier.

SaaS: software that Supplier makes available remotely without Client installing or operating it.

In writing: on paper or by email, and equivalent to this: a message confirmed by both parties in a digital system designated by Supplier.

Article 2 — Applicability

2.1 These terms apply to every quotation, offer and agreement between Supplier and Client, and to all work arising from them.

2.2 They also apply to acts of third parties engaged by Supplier.

2.3 Purchasing conditions or other terms of Client are expressly rejected unless Supplier has accepted them in writing.

2.4 Where a written agreement departs from these terms, that agreement prevails.

2.5 If a provision is void or voidable, the remaining provisions remain in full force. The parties will consult on a replacement provision that approximates the purpose of the original as closely as possible.

Article 3 — Quotations and formation

3.1 Quotations are without obligation and lapse after 30 days unless stated otherwise.

3.2 Supplier is not bound by a quotation containing an obvious error or clerical mistake.

3.3 Prices stated are exclusive of VAT and of third-party costs unless stated otherwise.

3.4 An agreement is formed when Client accepts a quotation in writing, or when Supplier begins performance with Client's consent.

3.5 A composite quotation does not oblige Supplier to perform part of the work for a proportionate part of the price. Quotations do not automatically apply to follow-up work.

Article 4 — Performance

4.1 Supplier performs the agreement to the best of its knowledge and ability and in accordance with the standards of good workmanship. Unless expressly agreed otherwise in writing, all of Supplier's obligations are obligations of effort rather than result.

4.2 Stated deadlines are indicative and never strict deadlines unless the parties have expressly agreed a strict deadline in writing. If a deadline is exceeded, Client must give Supplier written notice of default and allow a reasonable period for performance.

4.3 Supplier may have work performed by third parties. The applicability of articles 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is excluded.

4.4 Supplier may perform the agreement in phases, invoice per phase, and suspend a subsequent phase until Client has approved the preceding phase in writing.

4.5 Client provides all information, access and cooperation required for performance in good time. Failing that, Supplier may suspend performance and charge the resulting costs. Supplier is not liable for damage resulting from incorrect or incomplete information provided by Client.

4.6 Where Supplier works at Client's premises, Client provides the reasonably required facilities and access free of charge.

Article 5 — Agile and iterative development

5.1 The parties may agree to work iteratively, dividing the work into periods with the content of each period determined by mutual consultation.

5.2 Under this method the exact content of the end result is not fixed at the outset. Client accepts this and is responsible for setting priorities.

5.3 Supplier invoices this method on a time-spent basis unless agreed otherwise in writing. An estimated total price is an estimate and not a fixed price.

5.4 Either party may terminate an iterative agreement in writing with effect from the end of a current period, observing a notice period of one period or one month, whichever is longer.

Article 6 — Changes and additional work

6.1 If it becomes apparent during performance that a change or addition is required, the parties will adjust the agreement by mutual consultation.

6.2 A change may affect price and planning. Supplier indicates those consequences in advance as accurately as it reasonably can. Client accepts that a change may affect price and timing.

6.3 Supplier performs a change only after Client has agreed in writing to the price and other conditions.

6.4 Supplier may refuse a change request without thereby being in breach.

Article 7 — Prices and payment

7.1 Payment is due within **14 days** of the invoice date unless agreed otherwise in writing.

7.2 Supplier may invoice periodically, in advance and per phase.

7.3 If the payment term is exceeded, Client is in default by operation of law and owes the statutory commercial interest from the due date until payment in full.

7.4 All reasonable costs of obtaining payment out of court are borne by Client, subject to the statutory minimum under Dutch law on extrajudicial collection costs. Judicial and enforcement costs are likewise borne by Client.

7.5 Client is not entitled to set-off or suspension. Objections to the amount of an invoice do not suspend the obligation to pay.

7.6 Supplier may adjust its rates annually with effect from 1 January. In the event of an increase of more than 10% that does not follow from a statutory obligation or indexation, Client may terminate the agreement in writing within 30 days of the announcement, with effect from the date the increase takes effect.

7.7 Where payment is more than 30 days overdue, Supplier may suspend the Services after sending a written reminder and allowing a period of 7 days to elapse. Suspension does not release Client from its payment obligation.

Article 8 — Intellectual property

8.1 All intellectual property rights in the Software, Materials and other results vest **exclusively in Supplier** or its licensors.

8.2 Client obtains a non-exclusive, non-transferable right to use the Software and Materials for the purpose for which they were supplied, for the term of the agreement and subject to Client having met its payment obligations.

8.3 **Transfer of rights takes place only where this has been expressly agreed in writing and Supplier has confirmed that transfer on the relevant invoice.** The transfer takes effect only once that invoice has been paid in full. Without that express confirmation and payment in full, all rights remain with Supplier.

8.4 Supplier retains in all cases the right to make free use, for other clients, of the knowledge, experience, methods, generic components, libraries and tools created or used during performance, provided that no confidential information of Client is disclosed. This right survives any transfer under article 8.3 in full.

8.5 Client may not reproduce, publish, decompile or make the Software available to third parties, save for mandatory statutory exceptions.

8.6 Client will not remove or alter any indication of intellectual property.

Article 9 — Open source and third-party components

9.1 Supplier may use open source software and third-party components in performing the agreement.

9.2 The licence terms of the relevant rights holder apply to those components. Those terms prevail over article 8 to the extent they differ.

9.3 Supplier informs Client on request about the components used and their licences.

9.4 Supplier is not liable for open source components other than for the care taken in selecting them.

Article 10 — Use of AI tools

10.1 Supplier uses AI tools in performing its work, including coding assistants and agents.

10.2 Supplier remains fully responsible for the result delivered. Results produced with AI tools are reviewed by Supplier before delivery.

10.3 Supplier does not provide confidential information or personal data of Client to third-party AI services unless this has been agreed in writing.

10.4 If Client requires that no AI tools be used on a specific engagement, Client must state this before the agreement is concluded. Supplier will then confirm in writing whether, and on what conditions, this is possible.

Article 11 — SaaS and availability

11.1 This article applies only to the extent that Supplier provides SaaS.

11.2 Supplier will use reasonable efforts to achieve good availability but does not guarantee uninterrupted availability unless the parties have agreed a service level in writing.

11.3 Supplier may take the service out of use temporarily for maintenance. Planned maintenance is announced in advance where possible and carried out outside office hours.

11.4 Supplier may modify and further develop the functionality. Where this materially reduces functionality, Supplier will give at least 30 days' notice and Client may terminate the agreement with effect from that date.

11.5 Client is responsible for use of the service by its users, for handling credentials with care, and for the accuracy of the data it enters.

Article 12 — Security

12.1 Supplier takes appropriate technical and organisational measures to secure systems and data, proportionate to the nature of the Services and the state of the art.

12.2 Complete security against all forms of misuse or loss does not exist. Supplier does not guarantee it.

12.3 Supplier reports a security incident affecting Client without undue delay, and in any event within 48 hours of detection, with the information available to Supplier at that time.

12.4 Client reports vulnerabilities it discovers to Supplier without delay and does not exploit them.

Article 13 — Backups, data and exit

13.1 Supplier makes backups if and to the extent this has been agreed in writing. Without such an agreement, responsibility for backups rests with Client.

13.2 Client data is processed and stored within the European Economic Area unless agreed otherwise in writing.

13.3 On termination of the agreement, Supplier will make Client's data available on request in a common, machine-readable format. Client must make that request no later than 30 days after termination. Supplier may charge its usual rates for this.

13.4 After that period Supplier may delete the data, subject to statutory retention obligations.

Article 14 — Personal data

14.1 Where Supplier processes personal data on behalf of Client, Client is the controller and Supplier the processor within the meaning of the General Data Protection Regulation (GDPR).

14.2 In that case the parties will conclude a data processing agreement. As long as no separate agreement has been concluded, the provisions of this article serve as the data processing agreement.

14.3 Supplier processes personal data only on Client's instructions and only so far as necessary for performance of the agreement, and takes the measures referred to in article 12.

14.4 Supplier engages the following sub-processors for its own business operations:

Party	Purpose	Location
Moneybird B.V.	invoicing and bookkeeping	Netherlands

Mollie B.V. acts as an independent controller for payment processing and not as a processor of Supplier.

14.5 Supplier informs Client before engaging a new sub-processor that processes Client's personal data. Client may object in writing, with reasons, within 14 days.

14.6 Supplier reports a personal data breach affecting Client without delay and in any event within 48 hours of discovery, so that Client can meet its own notification obligation.

14.7 Supplier provides reasonable cooperation with data subject requests and with audits, and may charge its usual rates for this.

14.8 On termination of the agreement, Supplier deletes or returns the personal data, subject to statutory retention obligations.

Article 15 — Confidentiality

15.1 Each party keeps the other party's confidential information secret and uses it only for performance of the agreement.

15.2 This obligation does not apply to information that is publicly known, that a party lawfully obtained from a third party, or whose disclosure is required by law.

15.3 The obligation remains in force for three years after termination of the agreement.

15.4 Supplier may use Client's name and logo as a reference unless Client objects in writing.

Article 16 — Warranties, inspection and complaints

16.1 Supplier does not warrant that the Software is free of defects or operates without interruption. Software of any size contains defects.

16.2 Supplier will remedy free of charge any defect reported in writing and in sufficient detail within **90 days** of delivery, provided the defect is attributable to Supplier and reproducible.

16.3 The warranty lapses if Client or a third party has made changes without written consent, or if the defect arises from incorrect use, incorrect data, or causes outside Supplier's control.

16.4 Client inspects what is delivered immediately after delivery. Visible defects must be reported within 14 days, other defects within 14 days of discovery.

16.5 A complaint does not suspend the obligation to pay.

16.6 If a complaint proves unfounded, the costs of investigation are borne by Client.

Article 17 — Liability

17.1 Supplier's total liability for attributable failure or on any other ground is limited to compensation for direct loss up to the amount charged for the relevant agreement, excluding VAT.

17.2 For a continuing agreement with a term of more than one year, the amount charged is taken to be the total of the fees for the twelve months preceding the event causing the loss, excluding VAT.

17.3 Liability is in all cases limited to €25,000 per event and €50,000 per calendar year, and in any event to the amount paid out by Supplier's insurer in the relevant case.

17.4 Direct loss means only: reasonable costs of establishing the cause and extent of the loss, reasonable costs of bringing performance into conformity with the agreement, and reasonable costs incurred to prevent or limit the loss.

17.5 Supplier is not liable for indirect loss, including consequential loss, lost profit, lost savings, loss or corruption of data, reputational damage and loss due to business interruption.

17.6 The limitations in this article do not apply in the event of intent or deliberate recklessness on the part of Supplier or its management, or to the extent mandatory law precludes them.

17.7 Liability arises only after Client has given Supplier written notice of default and allowed a reasonable period for remedy, unless performance is permanently impossible.

17.8 Any claim lapses if it has not been submitted to Supplier in writing within twelve months of arising.

Article 18 — Indemnity

18.1 Client indemnifies Supplier against third-party claims connected with performance of the agreement, to the extent those claims are not attributable to Supplier.

18.2 Client indemnifies Supplier in particular against claims arising from data, materials or instructions supplied by Client.

Article 19 — Force majeure

19.1 Supplier is not obliged to perform if prevented from doing so by force majeure.

19.2 Force majeure includes: failures in telecommunications or internet connections, power failure, cyberattacks, failure or default of suppliers and hosting providers, pandemics, government measures and strikes.

19.3 If force majeure lasts longer than two months, either party may terminate the agreement in writing without any obligation to pay compensation.

19.4 Where Supplier has already performed in part when the force majeure arises and that part has independent value, Supplier may invoice that part separately.

Article 20 — Suspension, rescission and termination

20.1 Supplier may suspend performance or rescind the agreement if Client fails to perform its obligations, or fails to perform them fully or on time, after written notice of default and a reasonable period for remedy.

20.2 Either party may rescind the agreement with immediate effect in the event of bankruptcy, suspension of payments, debt restructuring or liquidation of the other party, so far as the law permits.

20.3 On rescission, Supplier's claims become immediately due and payable.

20.4 An agreement for an indefinite term may be terminated by either party in writing, observing a notice period of one month, unless agreed otherwise in writing.

20.5 Provisions intended by their nature to survive termination, including articles 8, 15, 17 and 22, remain in force.

Article 21 — Non-solicitation

21.1 During the agreement and for twelve months thereafter, Client will not employ or otherwise engage Supplier's personnel or engaged third parties without Supplier's prior written consent.

Article 22 — Governing law and disputes

22.1 All legal relationships to which Supplier is a party are governed exclusively by Dutch law. The applicability of the Vienna Sales Convention is excluded.

22.2 The parties will submit a dispute to the courts only after making efforts to resolve it by mutual consultation.

22.3 The District Court of Gelderland, Arnhem, has exclusive jurisdiction unless mandatory law provides otherwise.

Article 23 — Publication and amendment

23.1 These terms are published at hexxore.com and are supplied free of charge on request.

23.2 Supplier may amend these terms. Amendments apply to new agreements and, after written notice of 30 days, to existing continuing agreements. Where an amendment is materially disadvantageous to Client, Client may terminate the agreement within that period with effect from the date the amendment takes effect.

23.3 The version in force at the time the agreement was concluded applies.

23.4 The Dutch text of these terms is authoritative for their interpretation. Translations are provided for information only.