

Terms and Conditions

Chapter 1: General provisions

Article 1 Application of the Volt Development Terms and Conditions

1.1 The Volt Development Terms and Conditions apply to all offers and agreements whereby the supplier supplies goods and/or services of any kind and under any name to the customer.

1.2 Deviations from and additions to these general terms and conditions are only valid if agreed upon in writing between the parties.

1.3 The applicability of purchasing or other conditions of the customer is explicitly rejected.

1.4 If any provision of these general terms and conditions is invalid or annulled, the remaining provisions of these general terms and conditions shall remain in full force and effect. In that case, the supplier and the customer will consult to agree on new provisions to replace the invalid or annulled provisions.

Article 2 - Quotations

2.1 All quotations and communications from Volt Development are without obligation, unless otherwise agreed in writing. The customer is responsible for the accuracy and completeness of the data provided by him or on his behalf on which the quotation from Volt Development is based.

Article 3 - Price and Payment

3.1 All prices communicated by the supplier are in euros and exclude VAT and other government-imposed levies. The customer must make all payments in euros.

3.2 A cost estimate or budget provided by Volt Development does not give the customer any rights or expectations, unless otherwise agreed in writing. A budget provided by the customer to the supplier is only considered a fixed price for the services to be provided by the supplier if this is agreed in writing.

3.3 If the customer consists of multiple natural persons and/or legal entities according to the agreement between the parties, each of those (legal) persons is jointly and severally liable to the supplier for the performance of the agreement.

3.4 The data from Volt Development's administration provide complete evidence with regard to the services provided by Volt Development and the amounts owed by the customer, without prejudice to the customer's right to provide counter-evidence.

3.5 If there is a periodic payment obligation of the customer, Volt Development has the right to adjust the applicable prices and rates in writing in accordance with the index or other benchmark included in the agreement at the specified interval. If the agreement does not expressly provide for Volt Development's ability to adjust the prices or rates, Volt Development is always entitled to adjust the applicable prices and rates in writing, subject to a notice period of at least three months. If the customer does not agree to the adjustment, the customer may terminate the agreement in writing within thirty days of notification of the adjustment, effective from the date on which the new prices and/or rates come into effect.

3.6 The date or dates on which Volt Development charges the fee for the agreed-upon services to the customer will be specified in the agreement. The customer shall pay amounts owed in accordance with the agreed or invoice-specified payment terms. The customer has no right to suspend any payment and is not entitled to set off any amounts owed.

3.7 If the customer does not pay the amounts owed or fails to do so in a timely manner, the customer shall, without requiring a reminder or notice of default, owe legal interest for commercial agreements on the outstanding amount. If the customer fails to pay the claim after a reminder or notice of default, Volt Development may turn the claim over to a collection agency. In that case, the customer is also required to reimburse all judicial and extrajudicial costs, including all costs calculated by external experts, in addition to the then total amount owed. This does not prejudice the other legal and contractual rights of Volt Development.

Article 4 - Duration of the agreement

4.1 If the agreement between the parties is a continuing agreement, it is agreed that the agreement is entered into for the duration agreed upon by the parties. If no duration has been agreed upon, the duration will be one year.

4.2 The agreement will be automatically renewed for the duration of the originally agreed period, unless the customer or Volt Development terminates the agreement in writing with a notice period of one month before the end of the relevant period.

Article 5 - Confidentiality and hiring of personnel

5.1 The customer and Volt Development shall ensure that all confidential information received, or which may reasonably be regarded as confidential, shall remain secret. Volt Development may only disclose this information to a third party if required by a court ruling, a statutory regulation, or for the proper performance of the agreement. The receiving party shall only use confidential information for the purpose for which it was provided. Information shall always be regarded as confidential if one of the parties has designated it as such.

5.2 The customer acknowledges that the software provided by Volt Development is confidential and contains trade secrets of Volt Development, its suppliers, or the software manufacturer.

5.3 During the term of the agreement and for one year thereafter, both parties may only employ or have work directly or indirectly for them, employees who are or have been involved in the execution of the agreement with the written permission of the other party. Permission may be granted subject to conditions, including the condition that the customer pays a reasonable fee to Volt Development.

Article 6 - Privacy and data processing

6.1 If necessary for the performance of the agreement, the customer shall, at the request of the supplier, inform in writing how he complies with his obligations under the legislation regarding the protection of personal data.

6.2 The customer shall indemnify Volt Development against claims from persons whose personal data is registered or processed in the context of a personal data registration held by the customer or for which the customer is otherwise responsible on the basis of the law, unless the customer can demonstrate that the facts underlying the claim can be attributed to Volt Development.

6.3 The customer is fully responsible for the data he processes using the supplier's service. The customer warrants that the content, use and/or processing of the data is not unlawful and does not infringe any right of a third party. The customer shall indemnify Volt Development against any legal action by a third party, on whatever grounds, in connection with this data or the performance of the agreement.

Article 7 - Security

7.1 If Volt Development is responsible for providing a certain form of information security based on the agreement, such security will comply with the specifications agreed upon in writing between the parties with regard to security. Volt Development cannot guarantee that the information security will be effective under all circumstances. If no specific form of security is described in the agreement, the security will comply with a level that, taking into account the state of the art, the sensitivity of the data and the costs associated with providing security, is reasonable.

7.2 The access or identification codes and certificates provided by or on behalf of Volt Development to the customer are confidential and must be treated as such by the customer. The customer may only disclose them to authorized personnel of the customer's own organization. Volt Development has the right to change assigned access or identification codes and certificates.

7.3 The customer shall adequately secure its systems and infrastructure and have antivirus software operational at all times.

Article 8 - Reservation of Ownership and Rights and Suspension

8.1 All delivered goods remain the property of the supplier until the customer has paid all amounts due to Volt Development under the agreement between the parties. If the customer acts as a reseller, it may sell and pass on the goods that fall under the reservation of ownership of Volt Development as is customary in the normal course of its business.

8.2 If an item is intended for export, the proprietary effects of the reservation of ownership will be determined by the law of the state of destination, if that law contains more favorable provisions for Volt Development.

8.3 Rights are granted or transferred to the customer on the condition that the customer has paid all amounts due under the agreement.

8.4 Volt Development may retain the data, documents, software and/or data files received or realized in connection with the agreement, despite an existing obligation to surrender or transfer them, until the customer has paid all amounts due to Volt Development.

Article 9 - Transfer of Risk

9.1 The risk of loss, theft, embezzlement, or damage to goods, data (including usernames, codes, and passwords), documents, software, or data files produced, delivered, or used in the performance of the agreement shall pass to the customer at the moment that they are brought into the actual control of the customer or a person acting on behalf of the customer.

Article 10 - Intellectual Property

10.1 If Volt Development is willing to transfer an intellectual property right, this can only be agreed upon in writing and expressly. If the parties agree in writing that an intellectual property right will be transferred to the customer, with regard to specifically developed software, websites, data files, equipment or other materials for the customer, this does not affect the right or ability of Volt Development to use and/or exploit the underlying components, general principles, ideas, designs, algorithms, documentation, works, programming languages, protocols, standards, and the like without any restriction for other purposes, either for themselves or for third parties. The transfer of an intellectual property right also does not affect Volt Development's right to make developments that are similar or derived from those made for the customer, for themselves or for a third party.

10.2 All intellectual property rights in the software, websites, data files, equipment, training, testing and examination materials, or other materials developed or made available to the customer under the agreement, shall be the sole property of Volt Development, its licensors, or suppliers. The customer only obtains the usage rights that are expressly granted in these general terms and conditions, the written agreement between the parties or the law. The right of use for the customer is non-exclusive, non-transferable, non-pledgeable, and non-sub-licensable.

10.3 The customer may not remove or modify any indications regarding copyrights, trademarks, trade names or any other intellectual property rights from the software, websites, data files, equipment, or materials.

10.4 Even if the agreement does not explicitly provide for it, Volt Development is always authorized to apply technical provisions to protect equipment, data files, websites, software provided, software to which the customer is given (directly or indirectly) access, and the like, in connection with an agreed limitation on the content or duration of the right to use these objects. The customer shall not remove or circumvent these technical provisions.

10.5 Volt Development shall indemnify the customer against any claim by a third party alleging that the software, websites, data files, equipment or other materials developed by Volt Development infringe the intellectual property rights of that third party. This indemnification obligation is conditional upon the customer immediately informing Volt Development in writing of the existence and content of the claim and fully authorizing the supplier to handle the claim, including the settlement of any disputes. The customer shall provide Volt Development with the necessary information and cooperation to defend against these claims. This indemnification obligation shall lapse if the alleged infringement relates to (i) the materials provided by the customer for use, processing, editing, or maintenance by Volt Development, or (ii) modifications made by the customer or made on behalf of the customer without the written consent of Volt Development. If an alleged infringement of intellectual property is irrevocably established or if Volt Development believes that there is a reasonable chance of such an infringement occurring, Volt Development shall, if possible, enable the customer to continue to use the delivered or functionally equivalent other software, websites, data files, equipment, or materials. Volt Development is not obliged to provide further indemnification against infringement of third-party intellectual property rights.

10.6 The client guarantees that no third party rights oppose the provision of equipment, software, websites, data files, materials, and/or designs to Volt Development for the purpose of use, maintenance, editing, installation, or integration. The client will indemnify Volt Development against any claim by a third party based on the assertion that such provision, use, maintenance, editing, installation, or integration infringes any right of that third party.

10.7 Volt Development is not obliged to perform data conversion unless this has been agreed in writing with the client.

Article 11 - Obligations to Cooperate

11.1 Parties acknowledge that successful implementation of information and communication technology activities depends on proper and timely mutual cooperation. Therefore, the client will provide Volt Development with all reasonable assistance in a timely manner.

11.2 The client bears the risk of selecting the items, goods, and/or services to be provided by Volt Development. The client will always ensure that the requirements to be met by Volt Development's performance are correct and complete. Measurements and data that are stated in drawings, images, catalogs, websites, quotations, advertising material, standardization sheets, etc. are not binding on Volt Development unless expressly stated otherwise.

11.3 If the client uses staff and/or auxiliary personnel in the performance of the agreement, such personnel will have the necessary knowledge and experience. If the supplier's employees perform work at the client's location, the client will provide the necessary facilities, including a workspace with computer and network facilities, free of charge and in a timely manner. Volt Development is not liable for damages or costs due to transmission errors, malfunctions, or unavailability of these facilities, unless the client can prove that such damages or costs are the result of intent or conscious recklessness on the part of Volt Development's management.

11.4 The workspace and facilities must comply with all legal requirements. The client indemnifies Volt Development against claims by third parties, including Volt Development's employees, who suffer damage as a result of the client's acts or omissions or unsafe situations in its organization. The client will inform the employees deployed by Volt Development of the house and security rules applicable within its organization before the start of work.

11.5 If the client provides software, equipment, or other resources in connection with Volt Development's services and products, the client warrants that Volt Development has obtained all necessary licenses or approvals regarding these resources.

11.6 The client is responsible for managing, including controlling the settings, the use of the products and/or services provided by Volt Development, and the way in which the results of the products and services are used. The client is also responsible for providing instructions to and the use by users.

11.7 The client is responsible for installing, configuring, adjusting, and, if necessary, modifying the equipment, (auxiliary) software, and usage environment on its own equipment, as well as achieving the desired interoperability.

Art. 12 Information obligations

12.1 In order to enable Volt Development to successfully execute the agreement, the client shall provide all information reasonably requested by Volt Development in a timely manner.

12.2 The client guarantees the accuracy and completeness of all data, information, designs and specifications provided to Volt Development. If the information provided to Volt Development contains obvious inaccuracies, Volt Development will inquire with the client.

12.3 To ensure continuity, the client shall designate one or more contact persons who shall serve as the point of contact for the duration of Volt Development's activities. These contact persons shall have the necessary experience, specific knowledge and understanding of the client's objectives.

12.4 Volt Development is only obliged to periodically inform the client of the progress of the work through the designated contact person of the client.

Art. 13 Project and steering committees

13.1 When both parties deploy one or more employees for a project or steering committee, the exchange of information shall take place in the manner agreed upon for the project or steering committee.

13.2 Decisions made in a project or steering committee shall only bind Volt Development if they correspond to the written agreements between the parties, or if Volt Development has accepted the decisions in writing if no written agreements have been made. Volt Development is not obliged to accept or implement a decision if, in its opinion, it conflicts with the content or proper execution of the agreement.

13.3 The client guarantees that the persons it designates for participation in a project or steering committee are authorized to make binding decisions on behalf of the client.

Article 14 Deadlines

14.1 Supplier shall make reasonable efforts to meet the agreed delivery deadlines and/or completion dates. Interim completion dates mentioned by Volt Development or agreed upon between the parties are indicative only and do not bind Volt Development.

14.2 If it appears that a deadline cannot be met, Volt Development and the customer will consult to discuss the consequences of the delay.

14.3 Volt Development will only be in default for exceeding a deadline after the customer has sent a written notice of default. The notice of default must provide a detailed description of the deficiency so that Volt Development can respond adequately. After the notice of default, the customer must give Volt Development a reasonable period of time to remedy the deficiency.

14.4 If it is agreed that the work will be carried out in phases, Volt Development may postpone the start of a new phase until the customer has approved the results of the previous phase in writing.

14.5 Volt Development is not bound by any final delivery date or deadline if changes have been agreed upon in the content or scope of the agreement (additional work, change of specifications, etc.), or if the customer fails to comply with its obligations under the agreement, or does not comply with them in a timely or complete manner. The fact that additional work arises during the execution of the agreement does not give the customer grounds for termination or dissolution of the agreement.

Article 15 Termination and Cancellation of the Agreement

15.1 Each party may terminate the agreement for attributable failure to perform, but only after a detailed written notice of default has been sent, providing a reasonable period of time for remedying the failure. Failure to comply with payment obligations and other obligations to cooperate and/or provide information are always considered essential obligations under the agreement.

15.2 If the customer has already received services upon termination of the agreement, these services and the related payment obligations will not be reversed unless the customer can prove that the supplier is in default with regard to the essential part of the services. Amounts invoiced by Volt Development for the termination shall remain due and payable without reduction and become immediately due and payable.

15.3 If the agreement has been entered into for an indefinite period of time, either party may terminate it in writing after good consultation and stating the reasons. In the event of termination, a reasonable notice period must be observed if this has not been agreed. Volt Development is not obliged to pay damages upon termination.

15.4 The customer may not terminate a contract of assignment entered into for a fixed period of time prematurely.

15.5 Either party may terminate the agreement in whole or in part with immediate effect in writing without notice of default if the other party - whether provisionally or otherwise - is granted a suspension of payments, files for bankruptcy, liquidates or terminates the business other than for reconstruction or amalgamation of businesses, or if decisive control over the customer's business changes. Volt Development is not obliged to refund any monies received or to pay damages upon termination on these grounds. If the customer is declared bankrupt irrevocably, the customer's right to use the software, websites and other services provided by Volt Development, as well as the customer's right of access and/or use of Volt Development's services, shall expire without requiring any termination action by Volt Development.

Article 16 Liability

16.1 The maximum liability of Volt Development for direct damages, including a breach of warranty obligation, shall be limited to the amount that Volt Development's insurance provider will payout. If the agreement is primarily a continuing agreement with a term of more than one year, the liability shall be limited to the total fees agreed upon for one year. In no event shall the total liability of the supplier for direct damages, on any legal basis whatsoever, exceed the amount determined by Volt Development's insurance provider.

16.2 Volt Development's liability for damages resulting from death, physical injury or damage to property shall be limited to the amount determined by Volt Development's insurance provider.

16.3 Volt Development is not liable for indirect damages, consequential damages, loss of profit, loss of savings, reduced goodwill, damages resulting from business interruption, damages resulting from claims of customer's customers, damages related to the use of materials or software of third parties prescribed by customer to supplier, and damages related to the engagement of subcontractors prescribed by customer to Volt Development. Volt Development is also not liable for damages related to mutilation, destruction or loss of data or documents.

16.4 The exclusions and limitations of liability of Volt Development described in Articles 16.1 through 16.3 do not affect the other exclusions and limitations of liability of the supplier, as described in these general terms and conditions.

16.5 The exclusions and limitations of liability, as described in Articles 16.1 through 16.4, shall not apply if the damages result from intentional or willful misconduct of the management of the supplier.

16.6 Volt Development is only liable for attributable failure to perform an agreement if the customer notifies Volt Development of such failure in writing, setting a reasonable period for rectification of the failure, and Volt Development remains culpably deficient in the performance of its obligations after that period. The notice of default must contain as complete and detailed a description of the deficiency as possible so that Volt Development is given the opportunity to respond adequately.

16.7 For the customer to be entitled to compensation for damages, the customer must report the damage to Volt Development in writing as soon as possible after it arises. If the customer has not brought a legal action for compensation for damages against Volt Development within twenty-four months of the arising of the claim, the right to compensation for damages against Volt Development shall expire.

16.8 The customer indemnifies Volt Development against all claims of third parties for product liability resulting from a defect in a product or system delivered by the customer to a third party and consisting in part of equipment, software or other materials supplied by Volt Development, unless the customer can prove that the damage was caused by that equipment, software or other materials.

16.9 The limitations and exclusions of liability referred to in this Article, as well as all other limitations and exclusions of liability referred to in these general terms and conditions, also apply to the benefit of all (legal) persons used by Volt Development in the performance of Article 16 - Supplier Liability

Article 17 - Force Majeure

17.1 If a party is prevented from fulfilling any obligation as a result of force majeure, including any legal and/or agreed upon warranty obligation, that party is not obliged to fulfill that obligation. Force majeure on the part of Volt Development includes, among other things: (i) force majeure of suppliers, (ii) failure to properly fulfill obligations of suppliers prescribed by the customer to Volt Development, (iii) defects in goods, equipment, software, or materials of third parties whose use by the customer is prescribed to Volt Development, (iv) government measures, (v) power failure, (vi) disruption of internet, data network or telecommunication facilities, (vii) war, and (viii) general transportation problems.

17.2 If a force majeure situation lasts longer than sixty days, each party has the right to terminate the agreement in writing. In that case, the parties will not owe each other anything for what has already been performed under the agreement, and this will be settled proportionally.

Article 18 - Change and Additional Work

18.1 If Volt Development performs work or other services at the request or with the prior consent of the customer that fall outside the content or scope of the agreed-upon work and/or services, the customer shall reimburse Volt Development for these work or services according to the agreed-upon rates, or failing that, according to Volt Development's customary rates. Volt Development is not obliged to comply with such a request and may require a separate written agreement.

18.2 If a fixed price has been agreed upon for the service provision, Volt Development shall inform the customer in writing of the financial consequences of the additional work or services as mentioned in this article, if requested.

Article 19 - Transfer of Rights and Obligations

19.1 The customer may not sell, transfer, or pledge the rights and obligations he has under the agreement to a third party.

19.2 Volt Development may sell, transfer, or pledge its claims for payment of fees to a third party.

Art. 20 Applicable Law and Disputes

20.1 The agreements between Volt Development and the customer are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods of 1980 does not apply.

20.2 Disputes arising from the agreement between the parties and/or from further agreements arising therefrom shall be settled by arbitration in accordance with the Arbitration Rules of the Foundation for the Settlement of Automation Disputes, based in The Hague. This does not affect the parties' right to request provisional relief in an arbitral interim injunction and to take conservatory legal measures. The arbitration shall take place in The Hague.

20.3 If disputes arising from the agreement between the parties or further agreements fall under the jurisdiction of the sub-district court, each of the parties may, in deviation from Article 20.2, bring the dispute before the legally competent court. This is only possible if no arbitral proceedings have been initiated in accordance with Article 20.2. If a case is brought before the legally competent court, the sub-district court of that court shall have jurisdiction to hear and decide on the case.

20.4 In case of a dispute arising from the agreement between the parties or further agreements, each party is entitled to initiate a procedure for ICT mediation in accordance with the ICT Mediation Regulations of the Foundation for the Settlement of Automation Disputes. The other party is obliged to actively participate in the procedure, attending at least one joint meeting of mediators and parties, to give this extrajudicial form of dispute resolution a chance. Each of the parties is free to terminate the ICT mediation procedure at any time after a joint first meeting. However, this does not prevent a party from requesting provisional relief in an arbitral interim injunction or taking conservatory legal measures if it deems it necessary.

Chapter 2: Service Provision

The provisions in this chapter entitled 'Service Provision' shall apply, in addition to the General Provisions of these General Terms and Conditions, if Volt Development provides services of any kind (and whether or not further elaborated in one of the other chapters of these General Terms and Conditions) to the customer.

Article 21 Execution

21.1 Volt Development will make every effort to provide its services with due care, where applicable in accordance with the agreements and procedures laid down in writing with the customer. All services provided by Volt Development are provided on a best efforts basis, unless and to the extent that Volt Development has explicitly promised a result in the written agreement and the relevant result is also described with sufficient specificity in the agreement.

21.2 Volt Development shall not be liable for damage or costs resulting from the use or misuse of access or identification codes or certificates, unless the misuse is the direct result of intentional or conscious reckless conduct or omission by the management of Volt Development.

21.3 If the agreement is entered into for execution by a certain person, Volt Development is always entitled to replace this person with one or more persons with the same and/or similar qualifications.

21.4 Volt Development is not obliged to follow instructions from the customer in the execution of its services, in particular if these instructions relate to changes or additions to the content or scope of the agreed services. If such instructions are followed, the relevant work will be compensated in accordance with the usual rates of Volt Development.

Article 22 Service Level Agreement

22.1 Any agreements regarding a service level agreement (SLA) shall only be made in writing and explicitly. The customer shall promptly inform Volt Development of any circumstances that may affect or influence the service level and its availability.

22.2 If agreements regarding a service level have been made, the availability of software, systems, and related services shall be measured in such a way that any preventive, corrective, or adaptive maintenance or other forms of service announced in advance by Volt Development, as well as circumstances beyond the control of Volt Development, shall be disregarded. Except as required to be provided by the customer.

Article 23 Backup

23.1 If Volt Development makes backups of the customer's data as part of the agreement, Volt Development shall comply with the agreed periods, or if none are agreed, make a full backup of the customer's data at least once a week. Volt Development shall keep the backup for the agreed period, or if none are agreed, for the period customary at Volt Development. Volt Development shall keep the backup carefully like a good custodian.

23.2 The customer shall remain responsible for complying with all legal record-keeping obligations that apply to the customer.

Chapter 3. Software as a Service (SaaS)

The provisions of this chapter entitled 'Software as a Service (SaaS)' shall apply, in addition to the General Provisions of these general terms and conditions and the provisions of the chapter 'Service Provision', if Volt Development provides services under the name or in the field of Software as a Service (also referred to as: SaaS). For the purposes of these general terms and conditions, SaaS shall mean the remote provision and availability of software to the customer via the Internet or another data network, without the customer being provided with a physical carrier containing the relevant software.

Article 24 Performance of SaaS service

24.1 Volt Development shall only provide the SaaS service on behalf of the customer. The customer shall not be entitled to allow third parties to use the services provided by Volt Development in the field of SaaS.

24.2 If Volt Development performs work with respect to the customer's data, its employees, or users at the request or authorized command of a government agency or in connection with a legal obligation, all associated costs shall be charged to the customer.

24.3 Volt Development may make changes to the content or scope of the SaaS service. If such changes lead to a change in the customer's procedures, Volt Development shall inform the customer of this as soon as possible. The costs of this change shall be borne by the customer. In that case, the customer may terminate the agreement in writing as of the date on which the change takes effect, unless the change is related to changes in relevant legislation or other regulations issued by competent authorities, or unless Volt Development bears the costs of this change.

24.4 Volt Development may continue the SaaS service using a new or modified version of the software. Volt Development shall not be obliged to maintain, modify or add specific features or functionalities of the service or software for the customer.

24.5 Volt Development may temporarily take the SaaS service entirely or partially out of use for preventive, corrective, or adaptive maintenance or other forms of service. Volt Development shall not let the outage last longer than necessary and shall preferably take place outside office hours.

24.6 Volt Development is not obliged to provide the customer with a physical carrier on which the software is made available and kept as part of the SaaS service.

Article 25 Warranty

25.1 Volt Development cannot guarantee that the software used in the context of the SaaS service is free of errors and functions without interruptions. Volt Development will make reasonable efforts to rectify defects in the software within a reasonable period of time, provided that they relate to software developed by Volt Development itself and the defects have been reported in writing by the customer and described in detail. If the defects relate to software that has not been developed by Volt Development, Volt Development cannot guarantee that they will be rectified. In that case, Volt Development may apply temporary solutions or problem-avoiding limitations to the software. If the software has been developed on behalf of the customer, the costs of rectification may be charged to the customer at Volt Development's usual rates.

25.2 The customer is responsible for assessing the risks to his organization in the event of malfunctions, defects in the SaaS service, corruption or loss of data or other incidents based on the information provided by Volt Development about preventive

measures and limitations of consequences. If the customer needs additional measures, Volt Development is willing to cooperate reasonably and support the customer under financial conditions determined by Volt Development. However, Volt Development is not obligated to restore corrupted or lost data.

25.3 Volt Development cannot guarantee that the software will be timely adapted to changes in relevant laws and regulations in the context of the SaaS service.

Article 26 - Protection of Personal Data

26.1 Under data protection legislation, such as the General Data Protection Regulation, the customer has obligations to third parties, including the obligation to provide information, to grant access, to make corrections and to remove personal data. The full responsibility for compliance with these obligations rests with the customer. The parties acknowledge that Volt Development is a "processor" with regard to the processing of personal data under data protection legislation.

26.2 To the extent technically feasible, Volt Development will provide support to the customer in fulfilling the obligations described in Article 26.1. The costs of this support are not included in the agreed prices and fees and will be charged to the customer.

Article 27 - Commencement of Service and Remuneration

27.1 Volt Development will commence providing the SaaS service within a reasonable period of time after the conclusion of the agreement. The customer ensures that he has the facilities necessary for the use of the SaaS service immediately after the conclusion of the agreement.

27.2 The customer owes the remuneration agreed upon in the agreement. In the absence of an agreed payment schedule, all amounts relating to the SaaS service provided by Volt Development are due per calendar month prior to the provision of the service.

Chapter 4: Software

This chapter, called 'Software', applies to the agreement between Volt Development and the customer when Volt Development provides software for use by the customer, other than based on a SaaS service.

28.1 Volt Development grants the customer access to the agreed-upon computer programs and user documentation, hereafter referred to as "the software", on the basis of a user license during the term of the agreement. The right to use the software is non-exclusive, non-transferable, non-pledgeable, and non-sublicensable.

28.2 The customer's right to use the software is limited to the object code of the software. The source code of the software and the technical documentation made during development are not made available to the customer, even if the customer is willing to pay a financial compensation for it.

28.3 The customer must strictly comply with all agreed-upon restrictions of any kind or nature regarding the use of the software.

28.4 If it is agreed that the software may only be used in combination with certain equipment, the customer has the right to use the software on other equipment with the same qualifications during a malfunction of the equipment.

28.5 Volt Development may require the customer not to use the software until the customer has obtained one or more codes from Volt Development, its supplier, or the producer of the software necessary for its use. Volt Development has the right to take technical measures to protect the software against unauthorized use and/or use in a different manner or for different purposes than agreed between the parties. The customer may not remove or circumvent technical measures intended to protect the software.

28.6 The customer may only use the software within its own company or organization and only to the extent necessary for the intended use. The customer shall not use the software for third parties, for example, in the context of 'Software-as-a-Service' (SaaS) or 'outsourcing'.

28.7 The customer is in no way allowed to sell, rent, transfer, or grant limited rights to the software, or make the software available to a third party in any way or under any title, for any purpose. The customer shall not give any third party, whether online or not, access to the software or host the software with a third party, even if that third party uses the software exclusively for the benefit of the customer.

28.8 Upon Volt Development's request, the customer shall immediately cooperate in an investigation of compliance with the agreed-upon usage restrictions, which Volt Development conducts or arranges. The customer shall grant access to its buildings and systems upon Volt Development's first request. Volt Development shall treat all confidential business information obtained from the customer in the course of an investigation, provided that such information does not relate to the use of the software itself, as confidential.

28.9 The parties have agreed that the agreement concluded between them concerning the provision of the software shall not be considered a sales agreement.

28.10 Volt Development is not obliged to maintain the software and/or provide support to users and/or administrators of the software. If the customer deviates from the above and requests maintenance and/or support with respect to the software, Volt Development may require the customer to enter into a separate written agreement for it.

Article 29: Delivery and Installation

29.1 Volt Development will deliver the software to the customer in the agreed format of a data carrier or make it available online for delivery, unless otherwise agreed. The user documentation will be provided by Volt Development in digital or paper form in a language determined by Volt Development.

29.2 If agreed, Volt Development will install the software at the customer's premises. If no agreements have been made, the customer will install, set up, parameterize, tune, and adjust the equipment and operating environment used as necessary.

Article 30: Acceptance

30.1 If the parties have not agreed on an acceptance test, the customer accepts the software in the condition in which it is delivered ('as is, where is'), including all visible and invisible faults and defects, taking into account Volt Development's obligations under the warranty provisions of Article 34. In this case, the software is deemed accepted by the customer at the time of delivery or at the completion of the installation by Volt Development.

30.2 If an acceptance test has been agreed between the parties, the provisions in Articles 30.3 to 30.10 apply.

30.3 Where these general terms and conditions refer to 'errors', this means that the software does not meet the functional or technical specifications of the software as communicated in writing by Volt Development. In the case of fully or partially customized software, the software must comply with the written functional or technical specifications agreed upon. There is only an error if the customer can demonstrate it and it is reproducible. The customer must report errors without delay. Volt Development has no obligation with regard to other defects in or to the software than those relating to errors as referred to in these general terms and conditions.

30.4 If an acceptance test has been agreed, the test period is fourteen days from the delivery of the software or, if there is a written agreement for installation by the supplier, fourteen days after completion of the installation. During this test period, the customer may not use the software for productive or operational purposes. The customer must carry out the agreed acceptance test with qualified personnel and this test must have sufficient scope and depth.

30.5 If an acceptance test has been agreed, the customer is obliged to verify whether the delivered software meets the functional or technical specifications of the software as communicated in writing and explicitly. If the software is fully or partially customized, it must also comply with the written functional or technical specifications agreed upon.

30.6 The software is deemed accepted by the parties in the following cases:

- a. if the parties have agreed on an acceptance test: on the first day after the test period; or
- b. if Volt Development receives a test report as described in Article 30.7 before the end of the test period: at the time the faults mentioned therein have been corrected, without prejudice to the presence of faults that, according to Article 30.8, do not affect acceptance; or
- c. if the customer makes any use of the software for productive or operational purposes: at the time of commissioning.

30.7 If it appears during the agreed acceptance test that the software contains errors, the customer must report the test results to Volt Development in writing, clearly, detailed and comprehensible, no later than the last day of the test period. Volt Development will make every effort to correct the intended errors within a reasonable period, whereby the supplier may apply temporary solutions, detours or problem-avoiding limitations.

30.8 The customer may not refuse acceptance of the software for reasons unrelated to the written, expressly agreed specifications between the parties. In addition, the customer may not refuse acceptance due to minor errors that do not reasonably impede the operational or productive use of the software, but Volt Development must correct these errors under the warranty scheme of Article 34. Acceptance may also not be refused due to aspects of the software that can only be subjectively assessed, such as aesthetic aspects of user interfaces.

30.9 If the software is delivered and tested in parts, non-acceptance of a particular part has no effect on the acceptance of an earlier or another part.

30.10 If the software is accepted in one of the ways described in this article, this means that Volt Development has fully fulfilled its obligations regarding the availability and delivery of the software, and if the installation of the software has been agreed upon by Volt Development, also for its obligations regarding the installation. Acceptance of the software does not affect the customer's rights as described in Article 30.8 regarding minor defects and Article 34 regarding warranty.

Art. 31 Provision of the software

31.1 Volt Development will make the software available to the customer within a reasonable period after the conclusion of the agreement.

31.2 After the end of the agreement, the customer must immediately return all copies of the software in his possession to Volt Development. If it has been agreed that the customer will destroy the relevant copies at the end of the agreement, the customer will immediately inform Volt Development in writing of the destruction. After the end of the agreement, Volt Development is not obliged to provide assistance for any data conversion desired by the customer.

Article 32 - Remuneration for the use of the software

32.1 The customer is obliged to pay the remuneration for the use of the software at the agreed times. If no agreed times have been made, the following payment terms apply:

a. If Volt Development is not responsible for the installation of the software:

At the time of delivery of the software:

Or, in the case of periodic fees, at the time of delivery of the software and at the beginning of each new term of use;

b. If Volt Development is responsible for the installation of the software:

At the completion of the installation of the software:

Or, in the case of periodic fees, at the completion of the installation of the software and at the beginning of each new term of use.

Article 33 - Changes to the software

33.1 Unless otherwise provided by law, the customer has no right to modify the software in whole or in part without prior written consent from Volt Development. Volt Development is authorized to refuse its consent or to attach conditions to it. If the customer makes changes to the software without prior written consent from Volt Development, the customer bears the full risk of all changes made by or on behalf of the customer by third parties, with or without Volt Development's consent.

Article 34 Warranty

34.1 Volt Development will make its best efforts to remedy errors within a reasonable period of time if they have been reported in writing in detail within three months after delivery or acceptance. The remedy will be performed free of charge, unless the software has been developed on behalf of the customer other than for a fixed price, in which case Volt Development will charge the costs of the remedy according to its usual rates. Volt Development does not guarantee that the software is suitable for the intended use and does not guarantee that the software will work without interruption and/or that all errors will be corrected.

34.2 Volt Development may charge the costs of the remedy according to its usual rates if there are user errors, improper use by the customer, or other causes not attributable to Volt Development. The obligation to remedy lapses if the customer makes or has changes made to the software without prior written consent from Volt Development.

34.3 The remedy of errors takes place at a location and in a manner determined by Volt Development. Volt Development is authorized to apply temporary solutions, program detours, or problem-avoiding limitations to the software.

34.4 Volt Development is never obliged to restore mutilated or lost data.

34.5 Volt Development has no obligation whatsoever with regard to errors reported after the warranty period referred to in Article 34.2.

Article 35 Software from suppliers

35.1 If Volt Development provides third-party software to the customer, the (license) terms and conditions of these third parties apply between Volt Development and the customer. This applies without prejudice to the provisions in these general terms and conditions, provided that the applicability of these terms and conditions has been communicated to the customer in writing and these terms and conditions have been provided to the customer before or at the conclusion of the agreement. If the customer falls under Article 6:235 paragraph 1 or paragraph 3 of the Dutch Civil Code, the customer cannot invoke Volt Development's failure to comply with the information obligation.

35.2 If the terms and conditions of third parties for any reason are not declared applicable or are deemed not to be applicable in the relationship between the customer and Volt Development, the provisions in these general terms and conditions apply without reservation.

Chapter 5: Development of Software and Websites

This chapter titled "Development of Software and Websites" applies in addition to the General Terms and the provisions in the "Services" chapter, if Volt Development designs and/or develops software and/or a website and installs it for the client.

Article 36 - Specifications and Development of Software/Website

36.1 If no specifications or design of the software or website to be developed have been provided prior to or upon entering into the agreement, the parties shall specify in writing which software or website will be developed and how the development will take place.

36.2 Volt Development shall develop the software and/or website with due care, in accordance with the expressly agreed specifications or design, and - if applicable - in accordance with the project organization, methods, techniques and/or procedures agreed upon in writing with the client. Prior to commencing development work, Volt Development may require the client's written approval of the specifications or design.

36.3 If the parties use a development method characterized by the principle that the design and/or development of (parts of) the software or website is carried out in an iterative manner (such as Scrum), the parties accept that the work will not be carried out on the basis of complete or fully developed specifications at the start of the work. Moreover, the specifications, which may or may not have been agreed upon at the start of the work, may be adjusted in good consultation during the execution of the agreement in accordance with the project approach that belongs to the relevant development method. The parties jointly make decisions in good consultation regarding the specifications that apply to the next phase of the project and/or the next sub-development. The client ensures permanent, active and organizationally supported input and cooperation from relevant end-users, among other things with regard to testing and further decision-making. The client guarantees that the employees he deploys in key positions have the decision-making powers required for this position. The client ensures the expeditiousness of the progress decisions to be taken during the execution of the agreement. In the event of a lack of timely and clear progress decisions on the part of the client in accordance with the project approach that belongs to the relevant development method, the supplier is entitled - but not obliged - to make the appropriate decisions, in his opinion.

36.4 If the parties use a development method as described in Article 36.3, the provisions of Article 30.1, Article 30.4 through 30.8 and Article 34.1 do not apply. The client accepts the software and/or website in the condition in which it exists upon completion of the last development phase ("as is, where is"). After the completion of the last development phase, Volt Development is not obliged to rectify errors, unless otherwise agreed in writing.

36.5 If no specific arrangements have been made, Volt Development shall commence design and/or development work within a reasonable period, as determined by Volt Development.

36.6 If requested, the client shall allow Volt Development to perform the work outside regular office hours and working days on the client's premises.

36.7 Volt Development is not obliged to provide a content management system as part of its performance obligations with respect to the development of a website.

36.8 Volt Development is not obliged to provide maintenance of the software and/or website and/or support to users and/or administrators as part of its performance obligations. If Volt Development is required to provide maintenance and/or support, it may request the client to enter into a separate written agreement. Volt Development shall charge the usual rates for these services.

Article 37 - Delivery, Installation and Acceptance

37.1 The provisions of Article 29 regarding delivery and installation apply mutatis mutandis.

37.2 Unless otherwise agreed that the supplier will host the software and/or website on its own computer system, Volt Development shall deliver the website to the customer on a carrier and in a format determined by Volt Development, or make it available online for delivery to the customer.

37.3 The provisions of Article 30 regarding acceptance apply mutatis mutandis.

Article 38 - Use Right

38.1 Volt Development will provide the software and/or website ordered by the customer and the associated user documentation for use by the customer.

38.2 If agreed in writing, Volt Development will provide the source code of the software and technical documentation to the customer, enabling the customer to make modifications to the software.

38.3 Volt Development is not obliged to provide the necessary utility software and program or data libraries required for the use and/or maintenance of the software.

38.4 The use right and use restrictions described in Article 28 apply.

38.5 If the written agreement states that the customer is fully responsible for all design and development costs, there are no restrictions on the customer's use right of the software and/or website.

Article 39 - Remuneration

39.1 If no agreed payment schedule exists, all costs related to designing and developing software and/or websites will be invoiced monthly in arrears.

39.2 The price for the development work also includes the fee for the right to use the software or website during the term of the agreement.

39.3 The fee for the development of the software does not include compensation for the necessary utility software and program or data libraries, installation services, adaptation and/or maintenance of the software, nor for support to users of the software.

Article 40 - Warranty

40.1 The warranty policy described in Article 34 applies.

40.2 Volt Development does not guarantee that the developed website will function correctly in combination with all types or new versions of web browsers and other software. Nor does Volt Development guarantee that the website will function correctly in combination with all types of equipment.

Chapter 6: Maintenance of software and support

The provisions in this chapter 'Maintenance of software and support' apply to the services offered by Volt Development in the field of software maintenance and support for the use of software, in addition to the General Terms and Conditions and the chapter 'Services' of these general terms and conditions.

41.1 As part of the maintenance agreed upon in the agreement, Volt Development will be responsible for correcting errors in the software in accordance with Article 30.3 and, if agreed upon in writing, providing new versions of the software in accordance with Article 42.

41.2 The customer must report errors in the software accurately, and Volt Development will endeavor to correct or improve the errors in later versions of the software, depending on the urgency and policies of Volt Development. Temporary solutions can be applied by Volt Development depending on the severity of the problem. The customer is responsible for installing, configuring, parameterizing, tuning, and adapting the equipment and operating environment used, depending on the corrected software or new version of the software.

41.3 Article 34.3 and 34.4 also apply to maintenance.

41.4 If Volt Development performs maintenance online, it is the responsibility of the customer to ensure a reliable infrastructure and network facilities.

41.5 The customer must provide all necessary cooperation for maintenance, including temporarily discontinuing the use of the software and backing up all data.

41.6 If maintenance pertains to software not provided by Volt Development itself, the customer must, if necessary or desired by Volt Development, provide the source code and technical (development) documentation of the software. The customer warrants that he is entitled to provide this. Volt Development has the right to use and modify the software, including the source code and technical (development) documentation, to perform the agreed maintenance.

41.7 Maintenance by Volt Development does not affect the customer's own responsibility for software management, including checking the settings and the way the results of using the software are deployed. The customer must install, configure, parameterize, tune, and adapt (helper) software for the equipment used, other software, and operating environment to achieve the desired interoperability.

Art. 42 Provision of new versions of software

42.1 Volt Development will provide new versions of the software for use, if and to the extent agreed in writing and if supplier deems this necessary. The decision to provide new versions of the software is at the discretion of Volt Development.

42.2 After three months from the availability of an improved version, Volt Development is no longer obliged to correct errors in the previous version and to provide support and/or maintenance for a previous version.

42.3 Volt Development may require that a separate written agreement be entered into and a separate fee be paid for the provision of a version with new functionality. Volt Development may incorporate certain functionality unchanged from previous versions of the software, but does not guarantee the presence of the same functionality in every new version. Volt Development is not obliged to maintain, modify, or add certain characteristics or functionalities specifically for the customer.

42.4 If necessary for the proper functioning of a new version of the software, supplier may require that customer adapts its system (equipment, software, etc.).

Art. 43 Support Services

43.1 If Volt Development provides support to users and/or administrators of the software under the agreement, Volt Development will advise by telephone or email on the use and operation of the software mentioned in the agreement. Volt Development may impose requirements on the qualifications and number of persons eligible for support. Volt Development will deal with requests for support within a reasonable time in accordance with its usual procedures. Volt Development does not guarantee the accuracy, completeness, or timeliness of responses or support provided. Support will be provided on business days during Volt Development's usual opening hours.

43.2 If the agreement also includes standby services, supplier will make one or more employees available on the days and times specified in the agreement. In case of serious malfunctions in the operation of the software, customer may call upon the available employees. Volt Development does not guarantee that all malfunctions will be corrected in a timely manner.

43.3 The maintenance and other agreed services referred to in this chapter will be performed from the date the agreement is concluded, unless the parties agree otherwise in writing.

Article 44 - Payment

44.1 If no expressly agreed payment schedule exists, Volt Development must invoice and receive in advance all amounts related to software maintenance and other services as set out in this chapter, on a monthly basis.

44.2 The amounts for software maintenance and other services as set out in this chapter are due from the start of the agreement. The fee for maintenance and other services is due regardless of whether the customer has put the software into use or uses the opportunity for maintenance or support.

Chapter 7 - Advising and consultancy

The provisions in this chapter 'Advising and consultancy' apply in addition to the General Provisions of these general terms and conditions and the provisions of the chapter 'Service provision' when Volt Development provides services in the field of advising and consultancy.

Article 45 - Execution of advisory and consultancy services

45.1 The lead time of an assignment in the field of consultancy or advising depends on various factors and circumstances, such as the quality of the data and information provided by the client and the cooperation of the client and relevant third parties. Unless otherwise agreed in writing, Volt Development will therefore not commit to a lead time of the assignment in advance.

45.2 The service provision of Volt Development is only provided during the usual working days and hours of Volt Development.

45.3 The use that the client makes of an advice and/or consultancy report issued by Volt Development is always at the client's own risk. The burden of proof that the manner of advising and consultancy services do not comply with what has been agreed in writing or what can reasonably be expected from a competent and reasonable supplier lies entirely with the client, without prejudice to Volt Development's right to provide counter-evidence by all means.

45.4 Without prior written consent from Volt Development, the client is not entitled to make a statement to a third party about the working methods, methods, and techniques of Volt Development and/or the content of the advice or reports of Volt Development. The client will not provide the advice or reports of Volt Development to a third party or disclose them in any other way.

Article 46 - Reporting

46.1 Volt Development will periodically keep the client informed of the execution of the work in writing as agreed. The client will inform Volt Development in writing about circumstances that are or may be important to Volt Development, such as the manner of reporting, the issues that the client wishes to address, the client's priorities, the availability of resources and personnel of the client, and any special or possibly unknown facts or circumstances for Volt Development. The client will ensure that the information provided by Volt Development is disseminated and made known within the client's organization, and will assess this information based on it and inform Volt Development accordingly.

Article 47 - Remuneration

47.1 If no express payment schedule has been agreed, the client shall pay all fees related to the services provided by Volt Development as referred to in this chapter, on a monthly basis in arrears.

Chapter 8: Hosting

The provisions included in this chapter 'Hosting Services' are, in addition to the General Provisions of these general terms and conditions and the provisions of the chapter 'Service Provision', applicable when the supplier provides services, under any name whatsoever, in the field of 'hosting' and related services.

Art. 48 Hosting Services

48.1 The supplier shall provide the hosting services agreed with the customer.

48.2 If the agreement pertains to the provision of disk space on equipment, the customer shall not exceed the agreed disk space, unless the agreement explicitly regulates the consequences thereof. The agreement includes the provision of disk space on a server reserved exclusively and specifically for the customer only if that has been agreed upon in writing and explicitly. All use of disk space, data traffic, and other system and infrastructure loads are limited to the agreed maximums between the parties. Data traffic not used by the customer in a certain period cannot be transferred to the following period. The supplier will charge an additional fee according to the customary rates for exceeding the agreed maximums.

48.3 The customer is responsible for managing, including monitoring the settings, the use of the hosting service, and the way the service's results are used. Unless explicitly agreed otherwise, the customer will install, configure, parameterize, tune, and, if necessary, adapt the equipment, other software, and user environment used in the process and achieve the interoperability desired by the customer. The supplier is not obliged to perform data conversion.

48.4 Only if explicitly agreed upon in writing, the agreement also pertains to the provision or making available of backup, backup-recovery, and disaster recovery services.

48.5 Volt Development reserves the right to temporarily take the hosting service, in whole or in part, out of use for preventive, corrective, or adaptive maintenance. If possible, Volt Development will carry out this outside office hours and will start it after consultation with the customer, depending on the circumstances.

48.6 If, under the agreement, Volt Development provides services for the customer regarding a domain name, such as application, renewal, alienation, or transfer to a third party, the customer shall comply with the rules and procedures of the relevant authorities. If necessary, Volt Development shall provide the customer with written information about these rules. Volt Development explicitly accepts no responsibility for the accuracy or timeliness of the services or the customer's intended results. The customer shall be responsible for all costs associated with the application and/or registration, according to the agreed rates or, in the absence of agreed rates, according to the rates customary at Volt Development. Volt Development does not guarantee that a domain name desired by the customer will be assigned to the customer.

Art. 49 Notice and Take Down

49.1 The customer shall at all times act carefully and not unlawfully towards third parties, in particular by respecting the intellectual property rights and other rights of third parties, respecting the privacy of third parties, not distributing data in violation of the law, not gaining unauthorized access to systems, not distributing viruses or other harmful programs or data, and refraining from committing criminal offenses and violating any other legal obligation.

49.2 To prevent liability towards third parties or to limit the consequences thereof, Volt Development reserves the right to take measures in case of acts or omissions of or at the risk of the customer. Upon first written request by Volt Development, the customer shall immediately remove data and/or information from Volt Development's systems. If the customer fails to comply with this request, Volt Development is entitled to either remove the data and/or information itself or make access thereto impossible. If the customer violates or threatens to violate article 49.1, Volt Development has the right to immediately and without prior notice deny the customer access to its systems. This does not prejudice any other measures or the exercise of other legal and contractual rights by Volt Development against the customer. In that case, Volt Development is also entitled to terminate the agreement immediately, without being liable to the customer for that.

49.3 Volt Development cannot be held responsible for judging the merits of third-party claims or the defense of the customer. The customer must resolve such disputes directly with the relevant third party and inform Volt Development in writing of all relevant information and documentation necessary to understand the dispute and protect the interests of Volt Development.