

General Terms and Conditions cimt

These general terms and conditions apply to cimt B.V. (Chamber of Commerce no. 27315486), cimt managed services B.V. (Chamber of Commerce no. 84325135) and cimt software B.V. (Chamber of Commerce no. 84325224), all with offices at Sparrendaalseweg 5, 5262 LR Vught, the Netherlands, and registered in the trade register of the Dutch Chamber of Commerce.

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Article 1. Definitions

1.1 cimt: cimt B.V., cimt managed services B.V. and/or cimt software B.V., each individually insofar as it is a party to the relevant Agreement.

1.2 Customer: the party that enters into an Agreement with cimt or receives an offer to that effect.

1.3 Agreement: any agreement between cimt and Customer, including order forms, order confirmations and renewals thereof.

1.4 Services: all work to be performed by cimt, including consultancy, development, implementation, secondment, training, support and managed services.

1.5 Products: software, licences, subscriptions, cloud capacity and related third-party products that cimt supplies to Customer as a reseller.

1.6 Supplier: the third party from which cimt obtains and resells Products.

1.7 In Writing: on paper or by email.

Article 2. Applicability

2.1 These terms apply to all offers and quotations issued by cimt and to all Agreements, including follow-up and additional engagements.

2.2 The applicability of any purchasing or other terms of Customer is expressly rejected.

2.3 Deviations from these terms are valid only if agreed In Writing and only for the Agreement for which they were made.

2.4 In the event of conflict between these terms and the Agreement, the Agreement prevails. For the use of Products, the Supplier's terms prevail as set out in Article 7.

2.5 If any provision of these terms is void or voided, the remaining provisions remain in full force. The parties will replace the provision concerned with a valid provision that approximates its purpose and intent as closely as possible.

Article 3. Offers and formation

3.1 Offers issued by cimt are without obligation and valid for thirty days, unless stated otherwise.

3.2 An Agreement is formed upon signature or acceptance In Writing by both parties, or when cimt commences performance at Customer's request.

3.3 Estimates of time and cost are indicative, unless expressly designated as a fixed price.

3.4 Obvious errors or clerical mistakes in offers do not bind cimt.

Article 4. Prices and payment

4.1 All prices are exclusive of VAT and other government levies and exclusive of travel and accommodation expenses, unless agreed otherwise In Writing.

4.2 cimt may adjust its rates annually on 1 January in line with the consumer price index (CPI) published by Statistics Netherlands (CBS). For continuing Agreements, cimt will announce other price changes at least two months in advance; in that case Customer may terminate the Agreement with effect from the date the change takes effect, unless the change results from paragraph 3 of this article or from the law.

4.3 Price changes implemented by Suppliers may be passed on by cimt as from the next renewal date of the Product concerned.

4.4 Payment is due within thirty days of the invoice date, without suspension or set-off.

4.5 If the payment term is exceeded, Customer owes the statutory commercial interest by operation of law, as well as extrajudicial collection costs in accordance with the law.

4.6 cimt may suspend performance of the Agreement for as long as Customer, after a reminder, remains in default of payment of due and payable invoices.

4.7 In the event of reasonable doubt as to Customer's creditworthiness, cimt may require advance payment or security.

Article 5. Performance of Services

5.1 cimt performs Services on a best-efforts basis, unless and insofar as cimt has expressly committed In Writing to a specific and sufficiently defined result.

5.2 Services are performed on a time-and-materials basis at the agreed rates, unless a fixed price has been agreed In Writing. Hours worked and costs incurred are invoiced monthly in arrears.

5.3 cimt determines the manner in which the Services are performed, may replace assigned staff with staff of equivalent qualifications and may engage third parties.

5.4 Agreed deadlines are indicative and are not strict deadlines. cimt is in default only after a notice of default In Writing granting a reasonable period to remedy.

5.5 Changes to or additions to the agreed scope of the Services constitute additional work and are invoiced on a time-and-materials basis.

Article 6. Managed services

6.1 The content and level of managed services are exclusively as expressly described in the Agreement or a service level agreement (SLA). In the absence thereof, cimt performs the services to the best of its ability during office hours.

6.2 Response and resolution times are targets, unless expressly designated as guaranteed in the SLA.

6.3 cimt may temporarily take the services out of operation, in whole or in part, for maintenance and security purposes. Planned maintenance is announced in good time; emergency maintenance may be carried out without prior notice where the situation so requires.

6.4 Insofar as the services depend on Products, cloud platforms or other performances of third parties, cimt is not responsible for failures or changes beyond its control. cimt will use reasonable efforts to limit the consequences thereof for Customer.

Article 7. Products (resale)

7.1 cimt supplies Products exclusively as a reseller. The right to use a Product is established directly between Customer and the Supplier under that Supplier's licence, subscription or usage terms. Customer accepts those terms upon ordering; cimt will provide them on request or refer to where they can be found.

7.2 cimt gives no warranties or commitments in respect of Products beyond those given by the Supplier.

7.3 The term, renewal and termination of Products follow the Supplier's terms. Early termination of a Product is not possible, unless the Supplier permits it.

7.4 Customer warrants that Products are used within the scope of the licence granted and indemnifies cimt against claims by the Supplier arising from use outside that scope. Customer will cooperate with audits to which the Supplier is contractually entitled.

Article 8. Customer's obligations

8.1 Customer will provide cimt in good time with all information, access, facilities and cooperation reasonably required for the performance of the Agreement and will take the necessary decisions in good time.

8.2 Delay or additional work resulting from a failure to comply, or to comply in time or properly, with paragraph 1 is for Customer's account; agreed deadlines are extended accordingly.

8.3 Customer is responsible for its own infrastructure, for backups of its own data (unless expressly part of the Services) and for lawful use of the Services and Products.

Article 9. Term and termination

9.1 An Agreement for a fixed term or for a specific project cannot be terminated early, unless agreed otherwise In Writing.

9.2 Continuing Agreements, including managed services and subscriptions, are entered into for an initial term of twelve months, unless agreed otherwise. They are tacitly renewed for successive periods of twelve months, unless terminated In Writing with effect from the end of the current term, observing a notice period of three months.

9.3 Either party may rescind the Agreement if the other party attributably fails to perform a material obligation and this default has not been remedied within a reasonable period set In Writing. Rescission with immediate effect is possible if the other party is declared bankrupt, applies for a suspension of payments or discontinues its business.

9.4 Upon termination, Customer remains liable for the fees for work already performed and for commitments that cimt has entered into with Suppliers on Customer's behalf and that cannot be terminated free of charge.

Article 10. Intellectual property

10.1 All intellectual property rights in software, documentation, reports, methods and other materials developed or made available by cimt are vested in cimt or its licensors.

10.2 Upon full payment of the fees due, Customer obtains a non-exclusive and non-transferable right to use these materials for its own internal business operations.

10.3 cimt remains free to use for other purposes the general knowledge, experience, skills, methods and tools used or developed in the course of performance.

10.4 Intellectual property rights are transferred only if expressly agreed In Writing.

Article 11. Confidentiality and references

11.1 The parties will keep confidential all confidential information received from each other in connection with the Agreement and will use it solely for the performance of the Agreement. This obligation continues for three years after the end of the Agreement.

11.2 The confidentiality obligation does not apply to information that is publicly known without breach of this obligation, has been lawfully obtained from a third party, has demonstrably been developed independently, or must be disclosed pursuant to a statutory obligation or court order.

11.3 cimt may state Customer's name and logo as a reference, unless Customer objects In Writing. cimt will publish substantive case descriptions only with Customer's prior consent.

Article 12. Privacy

12.1 The parties will comply with applicable data protection legislation, including the General Data Protection Regulation (GDPR).

12.2 If cimt processes personal data on behalf of Customer in the performance of the Agreement, the parties will enter into a data processing agreement.

Article 13. Non-solicitation of staff

13.1 During the term of the Agreement and for twelve months after its end, Customer will not employ, or otherwise directly or indirectly engage the services of, any cimt staff involved in the performance of the Agreement, except with cimt's prior consent In Writing.

13.2 Paragraph 1 does not apply if the staff member concerned responds on their own initiative to a publicly posted vacancy of Customer that is not directed at that staff member.

13.3 In the event of a breach of paragraph 1, Customer owes cimt an immediately payable compensation equal to twelve months' gross salary of the staff member concerned, without prejudice to cimt's right to compensation of the damage actually suffered.

Article 14. Complaints

14.1 Customer will report complaints about the performance of the Agreement In Writing within fourteen days of discovery, with a clear description of the shortcoming.

14.2 cimt will first be given the opportunity to remedy a justified complaint within a reasonable period by re-performance or correction. The remedy is free of charge if the shortcoming is attributable to cimt.

14.3 A complaint does not suspend Customer's payment obligations.

Article 15. Liability

15.1 cimt's liability is limited to compensation of direct damage.

15.2 cimt's liability per event, a series of related events counting as one event, is limited to the amount paid by Customer to cimt under the relevant Agreement in the twelve months preceding the event, subject to a maximum of EUR 500,000 per calendar year. For Products, cimt's liability is limited to the fees paid by Customer to cimt for the Product concerned over the current contract period of no more than twelve months.

15.3 Liability for indirect damage, including consequential damage, loss of profit, missed savings, loss of or damage to data, reputational damage and damage due to business interruption, is excluded.

15.4 The limitations in this article do not apply insofar as the damage results from wilful misconduct or deliberate recklessness on the part of cimt or its managerial staff.

15.5 Any right to compensation lapses if the damage has not been reported to cimt In Writing within twelve months of discovery, and in any event twenty-four months after the event causing the damage.

15.6 Customer will take reasonable measures to prevent and limit damage.

Article 16. Force majeure

16.1 Neither party is obliged to perform an obligation if prevented from doing so by force majeure. Force majeure on the part of cimt includes failures or shortcomings of Suppliers, hosting and cloud providers and other third parties engaged by cimt, cyber incidents despite reasonable security measures, failure of electricity or telecommunications facilities, government measures and illness of key staff.

16.2 If the force majeure continues for more than sixty days, either party may terminate the Agreement In Writing for the part that cannot be performed, without being liable for damages. Work already performed will be settled proportionately.

Article 17. Miscellaneous

17.1 Customer may not transfer rights and obligations under the Agreement to a third party without cimt's prior consent In Writing. cimt may transfer rights and obligations to a company within the cimt group; it will inform Customer thereof In Writing.

17.2 These terms have been drawn up in Dutch and translated into English. In the event of discrepancies between the two versions, the Dutch text prevails.

Article 18. Governing law and disputes

18.1 All offers and Agreements are governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is excluded.

18.2 Disputes will be submitted exclusively to the District Court of Midden-Nederland, Utrecht location, without prejudice to the parties' right to seek interim relief.