# General Terms and Conditions

ChatPrompt.ai, trade name of EasyMeasure B.V.
Effective: January 1, 2025

## Article 1    General

1. These terms and conditions apply to all offers, quotations, and agreements between EasyMeasure B.V. (hereinafter referred to as "the Supplier") and any customer, unless explicitly agreed otherwise in writing.

2. These conditions also apply to agreements requiring third-party involvement by the Supplier.

3. These conditions extend to all employees and directors of the Supplier.

4. The applicability of any general terms and conditions of the Customer is expressly excluded.

5. Should any provision of these terms be invalid or void, the remaining provisions will remain in full force. The parties will consult to replace the invalid clause with a valid one, closely reflecting the original intent.

6. Ambiguities in interpretation shall be resolved in accordance with the spirit of these terms.

7. Any matters not addressed herein shall be assessed according to the spirit of these terms.

8. A failure by the Supplier to enforce compliance shall not imply a waiver of its rights.

## Article 2    Offers and Quotations

1. All offers and quotations are non-binding and valid for the period specified, or 4 weeks if unspecified.

2. The Supplier is not bound by offers containing obvious errors or typographical mistakes that the Customer could reasonably recognize.

3. Prices are exclusive of VAT and other government-imposed levies, unless stated otherwise.

4. Deviations from the offer do not bind the Supplier unless explicitly accepted.

5. A composite quotation does not oblige the Supplier to partial performance at a proportional price.

## Article 3    Execution and Changes

1. Delivery times are indicative and not strict deadlines. Default occurs only after written notice and a reasonable grace period.

2.  If the Supplier requires information from the Customer, delivery timelines commence only upon receipt of complete and correct information.

3.  The Customer must accept delivery at the agreed time. Failure to do so entitles the Supplier to store the goods at the Customer's risk and expense.

4.  The Supplier may engage third parties for execution of the agreement.

5.  Execution may be suspended between phases until written approval of prior results is received.

6.  Changes to the agreement may affect pricing and delivery timelines. The Customer agrees to such adjustments when reasonably required.

7.  Execution of amended agreements will begin only after mutual written agreement on changes, including pricing and timing.

8.  If the Customer defaults, all resulting costs and damages are for its account.

9.  Fixed prices may be increased due to changes in law, taxes, or unforeseen cost increases.

10. If the price increase exceeds 10% within three months, the Customer may cancel the agreement unless exceptions apply.

# Article 4   Suspension and Termination

1.  The Supplier may suspend or terminate the agreement if the Customer breaches obligations, fails to provide guarantees, or circumstances arise making performance unreasonable.

2.  Immediate termination is possible in case of insolvency, suspension of payment, or loss of control over assets.

3.  Upon termination, all claims become immediately due.

4.  No compensation is owed by the Supplier for suspension or termination.

5.  If termination is due to the Customer's fault, damages are payable.

6.  Interim termination requires transfer of remaining obligations, unless termination is due to the Customer.

7.  In case of cancellation by the Customer, all prepared goods and costs will be charged in full.

# Article 5   Force Majeure

1.  The Supplier is not liable for failure to perform due to force majeure.

2.  Force majeure includes any event beyond the Supplier's control, such as strikes or disruptions.

3.  Obligations may be suspended during force majeure. If it exceeds two months, either party may terminate the agreement.

4. Work already completed may be invoiced separately.

# Article 6 Payment

1. Invoices must be paid within 14 days unless otherwise agreed in writing.

2. Late payments incur 1% interest per month or the statutory rate if higher.

3. Payments are first applied to costs, then interest, then principal.

4. Set-offs by the Customer are not permitted.

5. Objections do not suspend the payment obligation.

6. All collection costs are borne by the Customer.

# Article 7 Retention of Title

1. Delivered goods remain the property of the Supplier until full payment is received.

2. Goods under retention of title may not be pledged or transferred.

3. The Customer must safeguard the Supplier's property rights.

4. The Customer must immediately inform the Supplier of any third-party claims.

5. Goods must be insured by the Customer against fire, theft, and water damage.

6. The Supplier may retrieve goods if payment obligations are not met.

# Article 8 Warranties and Complaints

1. Goods conform to reasonable standards for use in the EU.

2. The warranty period is 1 year unless stated otherwise.

3. Warranty is void in case of misuse, unauthorized modifications, or external causes.

4. Complaints must be submitted in writing within 7 days (visible defects) or 14 days (hidden defects).

5. Complaints do not suspend payment obligations.

6. If justified, the Supplier will repair, replace, or compensate defective goods.

7. Unjustified complaints may result in full cost recovery by the Supplier.

8. Claims expire after one year.

# Article 9 Liability

1. The Supplier is only liable as defined in these terms.

2. Liability is limited to direct damage and capped at the invoice amount or insurer payout.

3. The Supplier is not liable for indirect damage, including loss of profit or business interruption.

4. The Supplier is not liable for unavailability or loss of data unless agreed otherwise.

5. For alarm systems or dosing controls, the Customer must test functionality and provide failsafes.

6. Liability exclusions do not apply in cases of intent or gross negligence.

# Article 10    Risk Transfer

1. Risk passes to the Customer upon delivery.

# Article 11    Indemnity

1. The Customer shall indemnify and hold the Supplier harmless from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable legal fees) brought by third parties to the extent such claims result from:

    a. the use of the supplied goods or services in combination with equipment, software, or services not supplied or specified by the Supplier;

    b. data, specifications, or materials provided by the Customer;

    c. use of the supplied goods or services in violation of the agreement, documentation, or the Supplier's written instructions.

2. This indemnity shall not apply to the extent that any claim arises from the Supplier's wilful misconduct or gross negligence or that of its senior management.

3. In the event of a third-party claim to which this indemnity applies, the Customer shall, upon the Supplier's first request, fully indemnify the Supplier, cover all reasonable legal costs, and provide all necessary cooperation in the defence against such claim.

# Article 12    Intellectual Property

1. All intellectual property rights remain with the Supplier. Know-how may be reused unless confidential.

# Article 13    Third-Party Software Licenses

1. The goods and/or services supplied by the Supplier may include software developed by third parties and delivered under separate license terms, including but not limited to open-source licenses (such as MIT, BSD, Apache 2.0, GNU GPL/LGPL, and Mozilla Public License 2.0) and proprietary end-user license agreements (such as the NVIDIA CUDA and cuDNN EULAs, and AI model licenses including the DeepSeek Model License).

2.   The Customer acknowledges receipt of all applicable third-party license texts, which are provided in full with the Product in printed and/or digital form, and agrees to comply with each license when using the software delivered.

3.   The Customer shall not use the software in any manner prohibited by the applicable license terms, and shall be solely responsible for ensuring such compliance after delivery.

4.   For software distributed under copyleft licenses (including GNU GPL/LGPL), the Customer is informed that corresponding source code is available from public repositories as indicated in the supplied license documentation, or will be provided by the Supplier upon written request as permitted under the applicable license.

# Article 14   Privacy and Data Protection

1.   The Supplier processes personal data in accordance with applicable data protection laws, including the EU General Data Protection Regulation (GDPR).

2.   Personal data is collected and processed solely for the purposes necessary to perform the agreement, to comply with legal obligations, or with the Customer's explicit consent.

3.   The Supplier implements appropriate technical and organisational measures to protect personal data against unauthorised access, loss, or misuse.

4.   Personal data will not be shared with third parties except:

   a.   where necessary for the execution of the agreement;

   b.   where required by law or court order;

   c.   with the Customer's prior consent.

5.   The Customer has the right to request access to, correction of, or deletion of their personal data, as well as the right to data portability and to object to processing, as provided under the GDPR.

6.   Requests regarding personal data can be submitted in writing to the Supplier's registered office address or via the contact details published on the Supplier's official website.

# Article 15   Governing Law and Disputes

1.   Dutch law applies. The Vienna Convention is excluded.

2.   The competent court in the Supplier's jurisdiction has exclusive authority.

3.   Parties will first attempt to resolve disputes through mediation before court action.