



FactoryLab B.V. UK

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General Terms and Conditions of Service, Sales, and Delivery 2023

1. Definitions

- a) "Seller" refers to FactoryLab BV.
- b) "Buyer" refers to the entity or person purchasing products or services from the Seller.
- c) "Products" refer to the goods or items sold by the Seller.
- d) "Services" refer to the services provided by the Seller.
- e) "Subscription" refers to the contract between the Seller and the Buyer for the provision of products and/or services for a specified period.
- f) "Data" refers to the information collected, processed, and stored in relation to the products and/or services.

2. Applicability

- a) These terms and conditions apply to all offers made by the Seller, all agreements entered into by the Seller, and all agreements and commitments that may result from them.
- b) In deviation from article 2a, for offers made by the Seller and agreements entered into by the Seller that should be classified as (an offer of) a sale, different conditions apply.
- c) The Buyer's general terms and conditions are not applicable, and their applicability is explicitly rejected by the Seller.

3. Ordering and Payment

- a) All offers made by the Seller are non-binding.
- b) The Buyer places an order for products and/or services with the Seller according to the specifications and prices stated in the quotation, catalog, or website of the Seller.
- c) The Buyer agrees to pay the agreed prices according to the payment terms agreed upon between the Seller and the Buyer. The Seller reserves the right to adjust prices at any time with prior notice to the Buyer.

4. Delivery Time

- a) The Seller will make efforts to deliver the products and/or services according to the agreed deadlines and specifications. Delivery may take place electronically, by mail, by courier, or by any other agreed method.
- b) If the work cannot be scheduled by the Seller, it will be completed in consultation as soon as the Seller's schedule allows.
- c) Exceeding the agreed delivery time does not entitle the Buyer to compensation, unless agreed upon in writing.

5. Ownership and Intellectual Property

- a) Ownership of the products transfers from the Seller to the Buyer upon full receipt of payment, unless otherwise agreed.
- b) Unless otherwise agreed and regardless of whether the customer has been charged for manufacturing costs, the Seller retains the copyrights. The customer is granted a limited right to use the software.



6. Subscription

- a) The subscription starts on the date of signing and remains in effect for an initial period as agreed upon. After the initial period, the subscription will automatically renew for successive 1-year periods unless either party provides written notice of their intention to terminate the subscription.
- b) The Buyer agrees to pay the subscription fees according to the agreed payment terms. The Seller reserves the right to adjust the subscription fees at any time with prior notice to the Buyer.

7. Data Storage

- a) The Seller will retain the data related to the products and/or services for a minimum period of 3 years unless otherwise legally required.
- b) The Seller will take reasonable measures to protect the data against unauthorized access, loss, theft, or damage. The Seller will comply with applicable data protection laws and regulations.

8. Termination

- a) Either party may terminate the contract by providing written notice to the other party in case of material breach of the terms of this contract.
- b) In the event of termination, any outstanding payment obligations of the Buyer will remain in effect.

9. Warranty Conditions

- a) Seller provides a warranty on all delivered hardware, excluding accessories and batteries, for a period of at least 12 months.
- b) The Buyer must provide Seller the opportunity to repair any defects or re-perform the operation in all cases.
- c) The Buyer can only claim warranty after fulfilling all obligations towards the Seller.
- d) No warranty is provided for defects resulting from:
 - Normal wear and tear;
 - External causes, such as fire or water damage;
 - Improper use;
 - Neglect or incorrect maintenance.
- e) In case of a warranty claim, the product can be returned by the Buyer, after which the Seller will send a repaired or replacement product to the Buyer within a period of 14 days. If it is determined that the installation and/or assembly was not properly performed, the Seller will rectify it. Any travel and accommodation costs incurred will be borne by the customer.
- f) The risk of storage, loading, transportation, and unloading rests with the customer during transport. The customer can insure against these risks.

10. Service Conditions

- a) Support availability:
 - Seller's support is available during normal office hours, from Monday to Friday, 08:30 to 17:00, excluding recognized holidays.
 - Support requests can be submitted via phone, email, or any other designated communication method.



- b) Response times:
 - Response times depend on the urgency of the support request and are categorized as follows:
 - High urgency: Response time within 2 hours
 - Medium urgency: Response time within 24 hours
 - Low urgency: Response time within 72 hours
 - Seller will make efforts to respond to support requests within the specified response times.
- c) Troubleshooting and resolution times:
 - Seller will make efforts to resolve problems as quickly as possible.
 - Resolution times depend on the nature and complexity of the issue and will be determined in consultation with the customer.
 - In the case of hardware defects, Seller will replace or repair the defective hardware within 14 days.
- d) Maintenance and updates:
 - Seller will perform regular maintenance on the software to ensure performance and security.
 - Updates and patches will be implemented in a timely manner to keep systems up to date and protected against known vulnerabilities.
- e) Exclusions:
 - These service conditions do not apply to problems caused by improper use of hardware or software, unauthorized modifications, external factors such as power outages, natural disasters, etc., or any other situation beyond the control of the Seller.

11. Applicable Law and Dispute Resolution

- a) This contract is governed by and interpreted in accordance with Dutch law.
- b) The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply, nor does any other international regulation of which exclusion is permitted.
- c) Any dispute arising out of or in connection with this contract will initially be submitted to mediation or arbitration in accordance with the rules and procedures of Dutch law.

Please note that this translation is provided for convenience, and in case of any discrepancies or conflicts, the original Dutch version of the document will prevail.