QUALIMETRIC · TERMS AND CONDITIONS

General Terms and Conditions

The terms that apply to all quotations, agreements and deliveries of Qualimetric: products, software, calibration and services.

Qualimetric · Mill, The Netherlands · info@qualimetric.nl · nexchrom.nl · 1 November 2026

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These general terms and conditions apply to all quotations, agreements and deliveries of Qualimetric, Mill, the Netherlands, registered with the Netherlands Chamber of Commerce (KvK) under number 02069925. E-mail: info@qualimetric.nl. Version November 2026. These terms replace the General Conditions of Sale and Delivery of January 2026 for agreements entered into after their publication.

1. Definitions

In these terms:

- **Qualimetric**: the sole proprietorship Qualimetric, which uses these terms.
- **Customer**: the legal entity or person acting in the course of a profession or business that requests a quotation from Qualimetric or enters into an Agreement with Qualimetric.
- **Agreement**: every agreement between Qualimetric and the Customer, including quotations, order confirmations and their amendments.
- **Products**: instruments, accessories and other goods supplied by Qualimetric, such as the Aura2 ambient sensor module.
- **Software**: computer programs, firmware and related documentation supplied, developed or made available by Qualimetric, such as NexChrom, GasCatena and the firmware and software of the Aura2.
- **Services**: consultancy, research, engineering, software development, calibration, preventive service, support, training and other work carried out by Qualimetric.
- **Deliverables**: reports, advice, models, certificates and other results of Services.
- **In writing**: on paper or by e-mail.

2. Applicability

2.1 These terms apply to all quotations and Agreements of Qualimetric and to all Products, Software and Services it supplies.

2.2 These terms apply to business customers only. They do not apply to consumers.

2.3 The applicability of the Customer's purchasing conditions or other general terms is expressly rejected.

2.4 Deviations from these terms are valid only if agreed in writing. Where the Agreement and these terms conflict, the Agreement prevails.

2.5 If a provision of these terms is void or annulled, the other provisions remain in force. The parties will replace that provision with a valid provision that comes as close as possible to its purpose.

2.6 These terms are drawn up in English. If they are translated, the English text prevails.

3. Quotations and formation of the Agreement

3.1 Quotations are without obligation and subject to contract, and are valid for 14 days from their date, unless stated otherwise in writing.

3.2 An Agreement is formed when Qualimetric confirms an order in writing or starts carrying it out. Additions to and changes of an Agreement are valid only if made in writing.

3.3 Obvious errors in quotations do not bind Qualimetric.

3.4 Descriptions, specifications and images on the website, in flyers and in other documentation are given in good faith and are indicative. Products and Software that are stated to be in development may change before their release.

4. Prices and payment

4.1 Prices are in euros and exclude VAT and other government levies. Prices of Products delivered outside the Netherlands also exclude packaging, transport and insurance, unless stated otherwise.

4.2 For Agreements with periodic payments, Qualimetric may adjust its prices by written notice of three months.

4.3 Invoices are payable within 30 days of the invoice date to Qualimetric's bank account, free of bank charges and without deduction or set-off.

4.4 If the Customer does not pay on time, it is in default without notice being required. From the due date until the date of payment, the Customer owes interest of 1% per month on the amount outstanding. All judicial and extrajudicial costs of collection are borne by the Customer; the extrajudicial costs are set at 15% of the amount claimed. This also applies in the event of bankruptcy or suspension of payments.

4.5 Qualimetric may ask for payment in advance or for security, and may suspend its obligations as long as an amount due has not been paid.

5. Delivery and risk

5.1 Delivery periods are determined to the best of Qualimetric's knowledge and are indicative, unless expressly agreed otherwise in writing. A delivery period exceeded by a limited time does not entitle the Customer to

compensation or to dissolution of the Agreement. In other cases the Customer gives Qualimetric written notice and a reasonable period to deliver.

5.2 Within the Netherlands, Products are delivered to the Customer's business address at Qualimetric's expense and risk; the risk passes to the Customer on delivery. Outside the Netherlands, Products are delivered Ex Works (EXW, Incoterms 2020) at Qualimetric's place of business, unless agreed otherwise.

5.3 If the Customer refuses to accept Products, Qualimetric stores them at the Customer's expense and risk. This does not release the Customer from its obligation to pay in time and in full.

5.4 Products containing a lithium battery are shipped in accordance with the applicable transport regulations.

5.5 Software is delivered by making it available for download or on a data carrier, at Qualimetric's choice.

6. Retention of title and rights

6.1 Products remain the property of Qualimetric until the Customer has paid in full all amounts due under the Agreement, including the fees for rights of use of Software and for Services. If the Customer, after notice of default, does not meet its payment obligations, Qualimetric may take back the Products concerned.

6.2 Until then, the Customer may not pledge the Products or transfer them to third parties, other than in the normal course of its business.

6.3 Rights of use of Software are granted on condition that the Customer pays the agreed fees in time and in full.

7. Inspection and complaints

7.1 The Customer inspects Products on receipt. Visible defects and shortages are reported in writing within 8 days of delivery; other defects within 8 days of their discovery, and no later than the end of the warranty period.

7.2 Complaints about Services or invoices are reported in writing within 14 days.

7.3 A complaint does not suspend the Customer's obligation to pay.

8. Warranty

8.1 Qualimetric warrants that Products are free from defects in material and workmanship for 12 months from delivery.

8.2 Under this warranty Qualimetric repairs or replaces the Product, or credits its price, at its choice. After consultation, the Customer returns the Product to Qualimetric at its own expense.

8.3 The warranty does not cover normal wear, including the declining capacity of batteries; use outside the specifications or contrary to the instructions in the manual; repairs or modifications by others; and damage caused by transport arranged by the Customer, by external causes or by condensation.

8.4 The drift of sensors over time is not a defect. The measurement performance of a Product at a given time is established by calibration (article 12).

8.5 Qualimetric does not warrant that Software is free of errors, that it will work without interruption or that it will meet all expectations of the Customer or its customers. For 3 months after delivery, Qualimetric will make reasonable efforts to correct reproducible errors in the Software that the Customer reports in writing. Support and maintenance after that period are subject to a separate agreement.

8.6 Apart from this article, no warranty is given as to the suitability of Products, Software or Deliverables for a particular purpose, unless given expressly in writing.

9. Software licence

9.1 Qualimetric or its licensors retain all intellectual property rights in the Software and the related documentation, unless agreed otherwise in writing. The Customer obtains a non-exclusive, non-transferable right to use the Software for its own internal business purposes, within the scope stated in the Agreement, such as the number of installations, users or instruments.

9.2 The Customer may not sublicense, rent out or otherwise make the Software available to third parties, and may not modify, copy (other than under 9.3), decompile or reverse engineer it, except where the law expressly permits this. The Customer may not alter or remove notices of copyright, trademarks or other intellectual property rights, or of confidentiality.

9.3 The Customer may make back-up copies of the Software for its own use.

9.4 The Software may contain open-source components. These are subject to their own licences, which prevail for those components.

9.5 The data that the Customer processes with the Software, such as measurement data, results and certificates, remain the Customer's. The Software runs on the Customer's own systems; the Customer is responsible for back-ups, access control and the security of those systems.

9.6 Where the Software offers optional functions that use an online service of a third party, using them is the Customer's choice. Data sent to such a service are subject to the terms of that third party.

9.7 Updates and new versions of the Software are provided under the agreed support or maintenance arrangement. The Customer installs optional firmware updates of Products itself, or has them installed as part of a service.

10. Software development and customisation

10.1 Where an Agreement involves the development, delivery or modification of software, Qualimetric carries out this work on a best-efforts basis, in accordance with the agreed scope.

10.2 Delivery dates, timelines and schedules for software development are indicative, unless expressly agreed otherwise in writing.

10.3 The work depends on the timely availability of the information, specifications, hardware and cooperation required from the Customer and third parties. Delays arising from them are not a breach of the Agreement.

10.4 Modifications, extensions, training and other work outside the agreed scope are additional work, subject to a separate agreement.

11. Validation and use of results

11.1 Qualimetric makes validation documentation available with the Software, such as the calculation specification, validation reports, test plans and test reports, to support the Customer's own validation.

11.2 Results, analyses and other output of Products and Software are tools that support the Customer's work. The Customer remains responsible for validating Products and Software in its own environment and for its intended

use, including the requirements of ISO/IEC 17025 or other standards that apply to the Customer, and for the results, certificates and decisions it bases on them.

12. Calibration and service

12.1 Products are supplied uncalibrated, unless calibration has been agreed.

12.2 A Qualimetric calibration certificate states results that are metrologically traceable to the SI through reference standards calibrated by accredited laboratories; it is not covered by accreditation. An accredited calibration is carried out by a laboratory accredited for that calibration, which Qualimetric engages on the Customer's behalf.

12.3 Calibration results apply to the item calibrated, at the time and under the conditions of calibration. The Customer determines the interval for recalibration.

12.4 Preventive service is carried out as described in the quotation.

13. Consultancy, research and engineering

13.1 Qualimetric carries out Services to the best of its knowledge and ability and with due care. Unless expressly agreed otherwise, its obligations are obligations of effort, not obligations of result.

13.2 The Customer provides in time the information, data, samples and access that Qualimetric reasonably needs, and is responsible for their correctness and completeness. Additional work resulting from incorrect or incomplete information is charged to the Customer.

13.3 Changes to the scope of Services are agreed in writing. Qualimetric informs the Customer in advance of their effect on price and time.

13.4 Advice and Deliverables are based on the information available at the time they are given. The Customer decides how to use them.

13.5 When working at the Customer's premises, Qualimetric follows the safety rules that the Customer makes known to it in advance.

14. Previews, pilots and products in development

14.1 Previews and pilot versions of Products and Software, and Products and Software stated to be in development, are made available for evaluation, as they are and without warranty. They may not be used to report results to third parties, unless agreed in writing.

14.2 Qualimetric may use the Customer's feedback to improve its Products and Software.

15. Intellectual property and Deliverables

15.1 All intellectual property rights in Products, Software, documentation, methods, models and know-how remain with Qualimetric, its licensors or a third party designated by Qualimetric. Each party retains the rights it held before the Agreement. The Customer obtains only the rights of use stated in these terms or agreed in writing.

15.2 Advice and Deliverables are for the Customer's own use. Making them available outside the Customer's organisation, publishing them, or using Qualimetric's name in connection with them requires Qualimetric's prior

written consent.

15.3 Qualimetric declares that, to the best of its knowledge, its Products and Software do not infringe intellectual property rights of third parties in the Netherlands. The Customer informs Qualimetric without delay of any claim of a third party about such an infringement. Qualimetric alone is entitled, also on the Customer's behalf, to contest the claim, to take measures against the third party or to settle with it; the Customer gives Qualimetric all assistance needed. If necessary, Qualimetric may replace or modify the Product or Software concerned.

15.4 Qualimetric may use the general knowledge and experience it gains in carrying out an Agreement, without disclosing confidential information.

16. Confidentiality

16.1 Both parties keep strictly confidential the information they receive from and about the other party, including ideas and techniques used, and use it only for the Agreement.

16.2 This does not apply to information that is or becomes public without breach of this article, that the receiving party already had or receives lawfully from a third party, or that it must disclose by law.

16.3 This obligation continues for five years after the end of the Agreement.

17. Liability

17.1 Qualimetric's liability is limited to direct damage and, per event, to the net amount invoiced for the Agreement concerned, excluding VAT. For Agreements that run over a longer period, the limit is the net amount invoiced in the 12 months before the event. A series of connected events counts as one event.

17.2 Qualimetric is not liable for indirect damage, including consequential loss, loss of profit or production, lost savings, loss due to delays, loss or corruption of data and computer files, and damage due to business interruption; nor for damage resulting from insufficient information, cooperation or materials supplied by the Customer; nor for damage arising from results, certificates, interpretations or decisions that the Customer or a third party bases on Products, Software or Deliverables.

17.3 The limitations in this article do not apply if the damage is caused by intent or deliberate recklessness of Qualimetric.

17.4 A claim for damages lapses if it is not reported to Qualimetric in writing within 12 months after the Customer discovered or should reasonably have discovered the damage.

17.5 The Customer indemnifies Qualimetric against claims of third parties, including employees of the Customer, for damage caused by acts or negligence of the Customer or persons working for it, or otherwise connected with the Customer's use of Products, Software or Deliverables, except where Qualimetric is liable to the Customer under this article.

18. Force majeure

18.1 A party is not liable for a failure that is not due to its fault and is not for its account under the law, a legal act or generally accepted standards. Force majeure on Qualimetric's side includes illness of the person carrying out the work and a lack of capable staff, failures of suppliers or carriers to deliver, or to deliver in time or in good condition, shortages of materials, epidemics, government measures and failures of power or networks.

18.2 Force majeure suspends the performance of the Agreement for its duration. If force majeure lasts, or will evidently last, longer than twelve weeks, either party may terminate the Agreement in writing, without being

liable for damages. What has already been performed is paid for proportionally.

19. Cancellation, suspension and termination

19.1 If the Customer cancels an Agreement, it pays for the work already carried out and the costs already incurred. For Products ordered or made specifically for the Customer, it pays the full price.

19.2 Either party may dissolve the Agreement in writing if the other party fails to perform an essential obligation and has not remedied the failure within a reasonable period stated in a written notice of default that describes the failure as precisely as possible.

19.3 Either party may dissolve the Agreement in whole or in part with immediate effect, by written notice and without notice of default or court intervention, if the other party is granted a suspension of payments, is declared bankrupt, or its business is wound up or terminated. The party that dissolves the Agreement in this way owes no compensation.

19.4 What the Customer has already received under the Agreement at the time of dissolution, and the related payment obligations, are not undone, unless Qualimetric is in default with respect to it. Amounts invoiced before the dissolution remain due and become payable at the moment of dissolution.

20. Personal data

20.1 Qualimetric processes personal data in accordance with the General Data Protection Regulation (GDPR) and only as far as necessary for the Agreement.

20.2 NexChrom, GasCatena and the Aura2 run on the Customer's own systems, and Qualimetric does not receive the data processed with them, unless the Customer sends them, for example for support. Where Qualimetric then processes personal data on the Customer's behalf, the parties will enter into a data processing agreement.

21. Other provisions

21.1 Neither party may transfer its rights or obligations under the Agreement to a third party without the written consent of the other. Qualimetric may, however, engage third parties, such as accredited calibration laboratories, to carry out parts of an Agreement.

21.2 Notices are given in writing.

21.3 Not enforcing a provision does not mean waiving it.

21.4 Qualimetric may amend these terms. Amended terms apply to Agreements entered into after their publication.

22. Applicable law and disputes

22.1 These terms and all Agreements are governed exclusively by the laws of the Netherlands. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

22.2 Disputes that cannot be resolved by mutual consultation are submitted exclusively to the competent court in Arnhem (District Court of Gelderland), without prejudice to the right of the parties to apply for interim relief to the preliminary relief judge of that court.