

GENERAL TERMS AND CONDITIONS RIETVELD B.V.

Version 2026

Rietveld B.V., having its registered office in Giessenburg and its business office at Nijverheidsweg 13, 3381 LM Giessenburg, registered in the Commercial Register of the Chamber of Commerce under number 23072775, hereinafter referred to as “Rietveld”.

Article 1 - Definitions

1. In these General Terms and Conditions, the following definitions apply:

- a. General Terms and Conditions: these general terms and conditions of Rietveld.
 - b. Customer: any natural or legal person acting in the course of a profession or business with whom Rietveld enters into an Agreement or to whom Rietveld makes an offer.
 - c. Agreement: any agreement between Rietveld and the Customer, including purchase, supply, installation, maintenance, licence, subscription, service and other services agreements.
 - d. Products: all movable goods sold, leased, made available or supplied by Rietveld, including equipment, onboard computers, cameras, sensors, detection systems, components and accessories.
 - e. Services: all work and services provided by Rietveld, including installation, assembly, configuration, maintenance, support, consultancy, telematics, fleet management and other digital services.
 - f. Software: all software programs, apps, portals, dashboards, firmware, APIs and other digital functionalities made available by or through Rietveld.
 - g. Online Service: any Service provided through the internet, mobile communications, cloud infrastructure or another electronic connection.
 - h. User: a person to whom the Customer grants access to Software or an Online Service.
 - i. Data: all data entered, collected, generated, received, processed or displayed through Products, Software or Services.
 - j. In Writing: communication by letter or electronic message, including email, insofar as the sender's identity and the content can be sufficiently established.
2. References to Products, Software or Services in these General Terms and Conditions also include their components, insofar as applicable.

Article 2 - Applicability

1. These General Terms and Conditions apply to all offers, quotations, order confirmations, Agreements, deliveries and Services of Rietveld.
2. These General Terms and Conditions are intended exclusively for agreements with Customers acting in the course of a profession or business. They are not intended for agreements with consumers.
3. The applicability of the Customer's general terms and conditions is expressly rejected.
4. Deviations from these General Terms and Conditions apply only if and insofar as they have been agreed In Writing between Rietveld and the Customer.
5. Where the parties have agreed a separate written Agreement, quotation, order confirmation, service level agreement, licence agreement, data processing agreement or other specific arrangement, the following order of precedence applies in case of conflict:
 - a. the individual Agreement or order confirmation signed by both parties;
 - b. the quotation issued by Rietveld and accepted by the Customer;
 - c. specific service, licence or product terms;
 - d. a data processing agreement, solely insofar as it concerns the processing of personal data;
 - e. these General Terms and Conditions.
6. If a provision of these General Terms and Conditions is void or is annulled, the remaining provisions shall remain in full force. The parties shall replace the relevant provision with a valid provision that reflects the purpose and intent of the original provision as closely as possible.

Article 3 - Offers and formation of Agreements

1. All offers and quotations made by Rietveld are non-binding, unless expressly stated otherwise therein.
2. A quotation is valid for the period specified therein. If no period is specified, the quotation expires 30 days after its date.
3. An Agreement is formed as soon as:
 - a. the Customer accepts a quotation or order confirmation from Rietveld In Writing;

- b. Rietveld confirms an order or assignment from the Customer In Writing; or
- c. Rietveld begins performing the assignment at the Customer's request.
- 4. Obvious clerical, calculation, pricing or other errors in offers, quotations, order confirmations, websites or other communications shall not bind Rietveld.
- 5. Images, drawings, specifications, dimensions, weights, colours, performance characteristics and other product information are indicative, unless it has expressly been agreed In Writing that they must be complied with exactly.
- 6. Minor technical, functional or visual changes that do not materially impair the agreed functionality do not entitle the Customer to reject, terminate or claim damages.
- 7. Rietveld may engage third parties in performing the Agreement.

Article 4 - Prices and price changes

- 1. All prices are in euros, excluding VAT and other taxes, levies, import duties, transport, travel, accommodation, installation and other costs, unless stated otherwise In Writing.
- 2. If cost-determining factors change after the Agreement is concluded, including purchase prices, raw material prices, transport costs, energy prices, wages, taxes, levies, exchange rates, telecommunications costs, cloud costs or suppliers' rates, Rietveld is entitled to pass on such changes proportionately.
- 3. For recurring Services, subscriptions and licences, Rietveld is entitled to change rates once per calendar year.
- 4. An annual price adjustment not exceeding the change in the relevant consumer price index published by Statistics Netherlands (CBS), or a replacement index, may be applied without the Customer's separate consent.
- 5. If a price increase is also the result of demonstrable price increases by external suppliers, telecommunications providers, hosting providers or licensors, Rietveld may also pass these on to the Customer.
- 6. Rietveld shall inform the Customer in advance of changes to the prices of recurring Services insofar as reasonably possible.

Article 5 - Obligations of the Customer

1. The Customer shall provide Rietveld in good time with all information, access, cooperation, materials, facilities and decisions reasonably necessary for performance of the Agreement.
2. The Customer warrants the accuracy, completeness and timely provision of information supplied by or on its behalf.
3. If the Customer fails to fulfil its obligations in good time, Rietveld is entitled to suspend performance and charge the Customer any resulting additional costs.
4. The Customer shall ensure that locations, vehicles, machines, systems and other items on which Rietveld must perform work are safe and readily accessible.
5. The Customer shall inform Rietveld in advance of circumstances that may affect safety, installation or performance.
6. The Customer is responsible for correct use of Products, Software and Services in accordance with Rietveld's instructions, documentation and reasonable directions.
7. The Customer is responsible for the acts and omissions of its employees, Users and other persons to whom it grants access to Products, Software or Services.

Article 6 - Delivery

1. Stated delivery and performance periods are indicative, unless it has expressly been agreed In Writing that a deadline is strict.
2. Exceeding an indicative period does not, in itself, place Rietveld in default.
3. If Rietveld exceeds a deadline, the Customer shall give Rietveld a reasonable additional period for performance In Writing, unless performance is permanently impossible.
4. Rietveld is entitled to make partial deliveries and invoice them separately.
5. The risk of loss of or damage to Products passes to the Customer when they are physically delivered to the Customer or a third party designated by the Customer.
6. If Products are stored at the Customer's request because delivery is impossible for a reason attributable to the Customer, the risk passes to the Customer when the Products are ready for delivery.
7. Costs of storage, additional transport, waiting time and a second delivery arising from circumstances on the Customer's side shall be borne by the Customer.

8. Rietveld may use customary packaging, shipping and transport methods.
9. For deliveries outside the Netherlands, the parties may agree additional delivery terms, including applicable Incoterms, In Writing.

Article 7 - Installation, assembly and work

1. If Rietveld installs Products or performs other work, the Customer shall ensure that Rietveld receives timely access to the relevant vehicles, locations, equipment and systems.
2. Unless otherwise agreed, work shall be performed during Rietveld's usual working hours.
3. Additional work arising from circumstances that were unknown or could not reasonably have been foreseen when the Agreement was concluded may be charged separately.
4. Such work includes, among other things, work arising from:
 - a. differing or changed technical circumstances;
 - b. defective existing wiring or equipment;
 - c. inadequate accessibility;
 - d. additional requests by the Customer;
 - e. incorrect or incomplete information;
 - f. changes made by third parties.
5. The Customer is responsible for making an adequate backup of relevant data and settings before Rietveld performs work on the Customer's systems or equipment.
6. Rietveld is not responsible for pre-existing defects or deficiencies that become apparent during the work, unless demonstrably caused by Rietveld.
7. After installation work has been completed, the Customer must inspect the installation within a reasonable period and report any visible deficiencies in accordance with Article 18.

Article 8 - Software and rights of use

1. Unless expressly agreed otherwise In Writing, the Customer does not acquire ownership of the Software.

2. For the duration of the Agreement, Rietveld grants the Customer a limited, non-exclusive and non-transferable right to use the Software in accordance with the Agreement for the Customer's own business activities.
3. The right of use applies only to the agreed Users, vehicles, devices, entities, locations or other agreed units of use.
4. Without Rietveld's prior consent In Writing, the Customer may not:
 - a. sell, rent, sublicense or otherwise make the Software available to third parties;
 - b. copy the Software other than as technically necessary for permitted use;
 - c. modify the Software or create derivative works from it;
 - d. use it to develop or train a competing product;
 - e. circumvent security or technical restrictions.
5. To the extent permitted by mandatory law, the Customer may not reverse-engineer, decompile or disassemble the Software.
6. Additional licence terms imposed by the relevant rights holder may apply to third-party Software. Rietveld shall inform the Customer thereof if those terms apply directly to the Customer.
7. The right of use automatically ends when the Agreement to which that right relates ends.

Article 9 - Accounts and security

1. The Customer is responsible for the management and use of accounts made available to the Customer and its Users.
2. The Customer shall ensure that login credentials are used personally, are adequately secured and are not disclosed to unauthorised third parties.
3. The Customer shall report suspected unauthorised access, compromised accounts or another relevant security incident to Rietveld without delay.
4. Rietveld may temporarily block accounts if reasonably necessary due to:
 - a. security risks;
 - b. suspected misuse;
 - c. a legal obligation;
 - d. a serious breach by the Customer; or

- e. prevention of damage to systems or third parties.
- 5. Rietveld shall lift a block as soon as the reason for it no longer exists, insofar as reasonably possible.

Article 10 - Online Services, availability and maintenance

1. Rietveld shall use its best efforts to provide Online Services with due care and in accordance with the agreed functionalities.
2. Unless a Service Level Agreement has expressly been agreed, Rietveld does not guarantee uninterrupted or error-free availability.
3. Rietveld may temporarily take Online Services out of service for maintenance, updates, security measures or technical changes.
4. Rietveld shall, where possible, give advance notice of planned maintenance expected to have a material impact on use.
5. Rietveld may modify, expand or update Software and Online Services in order to:
 - a. improve functionality;
 - b. improve security;
 - c. keep pace with technical developments;
 - d. comply with laws and regulations;
 - e. modify or replace dependencies on third parties; or
 - f. ensure continuity of service provision.
6. Rietveld aims not to remove material existing functionality without reasonable grounds.
7. The Customer understands and accepts that telematics and other Online Services may depend on external technical infrastructure.

Article 11 - Telecommunications, GPS, cloud and third-party services

1. The operation of certain Products and Services depends on third-party services and infrastructure, including mobile telecommunications networks, internet connections, satellite and GNSS/GPS signals, cloud providers, mapping services, vehicle manufacturers, API providers and other suppliers.
2. Rietveld cannot guarantee uninterrupted availability of such external infrastructure.

3. Failures, delays, changes or discontinuation of third-party services beyond Rietveld's reasonable control do not constitute an attributable breach by Rietveld.
4. If a third party discontinues or materially changes a technology, service, integration or functionality, Rietveld may modify or replace the Service concerned.
5. If continuation becomes reasonably impossible, the parties shall consult on an appropriate solution.
6. Rietveld is not responsible for the quality or coverage of mobile communications, GPS/GNSS signals or internet connections at a particular location.

Article 12 - Data

1. The Customer remains the rights holder in Data supplied by the Customer itself, insofar as the Customer holds rights therein.
2. The Customer grants Rietveld the right to process Data insofar as necessary for:
 - a. performance of the Agreement;
 - b. support and maintenance;
 - c. security;
 - d. fault analysis and troubleshooting;
 - e. compliance with legal obligations.
3. Rietveld may use anonymised data, or data aggregated to such an extent that they cannot reasonably be traced back to the Customer or an individual, for statistics, analysis, product improvement and development.
4. The Customer warrants that it is entitled to have Rietveld process the Data it provides.
5. The Customer is responsible for the content, quality and lawfulness of Data it enters.
6. Insofar as Rietveld processes personal data on the Customer's instructions as a processor within the meaning of the General Data Protection Regulation, the parties shall enter into a separate data processing agreement where necessary.
7. If a data processing agreement applies, that agreement shall prevail insofar as it concerns the processing of personal data.
8. Upon termination of an Online Service, access to Data may end. If the Customer wishes to export Data, it must do so no later than before the end of the Agreement or within any agreed export period.

10. After expiry of the applicable retention period, Rietveld may delete Data, subject to statutory retention obligations.

Article 13 - Intellectual property rights

1. All intellectual property rights in Products, Software, Services, documentation, designs, configurations, models, reports, dashboards, interfaces, databases, database structures, APIs, technical information and other materials developed or supplied by Rietveld belong to Rietveld or its licensors.
2. The Customer acquires only the rights of use expressly granted in the Agreement or these General Terms and Conditions.
3. The Customer may not remove or alter notices concerning copyrights, trademarks, trade names or other intellectual property rights.
4. If the Customer provides Rietveld with data, designs, trademarks, software, documentation or other materials, the Customer warrants that Rietveld's use of these for the agreed work does not infringe third-party rights.
5. The Customer indemnifies Rietveld against third-party claims arising from material provided to Rietveld by or on behalf of the Customer, insofar as the claim actually results from use in accordance with the Customer's instructions.
6. A customised solution developed by Rietveld specifically for the Customer does not entail transfer of intellectual property rights unless expressly agreed In Writing.

Article 14 - Subscriptions, licences and term

1. The term of a subscription, licence or recurring Service is set out in the quotation, order confirmation or Agreement.
2. The commencement date of all agreed subscriptions is the installation date, but no later than one month after delivery of the hardware, starting on the first day of the following calendar month.
3. After the initial term, the Agreement shall be renewed each time for one month, unless either party terminates the Agreement in good time In Writing.
4. The notice period is one month before the end of the current contract period, unless otherwise agreed In Writing.
5. Early termination by the Customer is possible only if expressly agreed.

6. If, during an ongoing contract period, the Customer reduces the number of vehicles, devices, accounts or other units of use, this does not automatically reduce the fee during that contract period, unless otherwise agreed.
7. Increases in the number of units of use may be invoiced pro rata during the current contract period.
8. If equipment or hardware is made available for a Service, Rietveld may require its return upon termination of the Agreement in accordance with Rietveld's instructions.

Article 15 - Changes to and termination of Services

1. Rietveld may modify a Service if necessary due to technological developments, security, legislation, changes to third-party services or product development.
2. If a change materially reduces the core functionality of a paid recurring Service, Rietveld shall endeavour to offer a reasonable alternative.
3. If a Service is permanently discontinued and Rietveld does not offer a reasonably comparable alternative, Rietveld may terminate the relevant part of the Agreement on reasonable notice.
4. Fees already paid in advance for the period after termination shall in that case be credited pro rata, unless termination results from a breach by the Customer.

Article 16 - Payment

1. Rietveld's invoices must be paid within 14 days of the invoice date, unless otherwise agreed In Writing.
2. The Customer shall pay without suspension, set-off or deduction, unless the relevant counterclaim has been acknowledged by Rietveld In Writing or irrevocably established by a court.
3. Rietveld may require advance payment, a deposit, direct debit or security.
4. If the Customer fails to pay within the agreed payment period, the Customer is in default without any further notice of default.
5. From the due date, the Customer owes statutory commercial interest on the outstanding amount as referred to in Article 6:119a of the Dutch Civil Code.
6. All reasonable judicial and extrajudicial costs incurred by Rietveld in collecting a due and payable claim shall be borne by the Customer.

7. Payments by the Customer shall first be allocated to costs and interest due and then to the oldest outstanding principal amount.
8. Objections to an invoice must be submitted to Rietveld In Writing, with reasons, within 14 days after the invoice date. Submitting an objection does not suspend the obligation to pay the undisputed portion.

Article 17 - Retention of title

1. All Products supplied by Rietveld remain Rietveld's property until the Customer has satisfied all claims for which retention of title may lawfully be established under Article 3:92 of the Dutch Civil Code.
2. Until title has passed to the Customer, the Customer may not pledge the Products or grant any other security right over them to third parties.
3. The Customer may use Products subject to retention of title only in the normal course of business.
4. The Customer must store Products subject to retention of title with due care and, where reasonably possible, keep them identifiable as Rietveld's property.
5. The Customer shall adequately insure such Products against customary business risks.
6. If the Customer is in default or Rietveld has well-founded reasons to fear that the Customer will fail to meet its payment obligations, Rietveld may repossess Products subject to retention of title.
7. The Customer grants Rietveld and third parties designated by Rietveld advance permission to enter the location where such Products are situated, insofar as reasonably necessary and legally permitted to repossess them.
8. Reasonable costs of disassembly, repossession, transport and repair resulting from a breach by the Customer shall be borne by the Customer.
9. Insofar as equipment has become part of a vehicle or other item through installation, the statutory rules on component formation and accession apply. In that event the parties shall reasonably cooperate with repossession insofar as Rietveld still holds a legally valid ownership right.

Article 18 - Inspection, complaints and warranty

1. The Customer shall inspect delivered Products and completed work as soon as possible after delivery or completion.

2. Visible defects, incorrect deliveries and demonstrable transport damage must be reported In Writing, with sufficient reasons, no later than 10 working days after delivery.
3. Defects that could not have been discovered upon reasonable inspection must be reported to Rietveld In Writing within a reasonable period after discovery.
4. The mere fact that a Product has been put into use does not extinguish the Customer's right to report a hidden defect.
5. A complaint shall, insofar as reasonably possible, contain:
 - a. a description of the problem;
 - b. relevant serial numbers or vehicle details;
 - c. photographs, log data or other relevant information;
 - d. the date on which the defect was identified.
6. The Customer shall give Rietveld an opportunity to investigate a reported defect and, if Rietveld is obliged to do so, remedy it.
7. If a complaint is justified, Rietveld has the right, at its own reasonable discretion, to:
 - a. remedy the defect;
 - b. replace the relevant Product;
 - c. perform the Service again; or
 - d. apply a proportionate credit.
8. The warranty on Products manufactured by third parties is limited to the warranty provided to Rietveld by the manufacturer or supplier, unless Rietveld has expressly provided an additional warranty.
10. A warranty period of 6 months after completion applies to assembly and installation work performed by Rietveld itself.
11. The warranty does not apply to defects or damage resulting from:
 - a. normal wear and tear;
 - b. incorrect or improper use;
 - c. use contrary to instructions;
 - d. modifications or repairs by the Customer or third parties without Rietveld's permission;

- e. external causes, accidents, overvoltage, moisture, fire or physical damage;
 - f. defects in vehicles, systems or third-party equipment;
 - g. failure to perform prescribed maintenance.
11. Work performed in response to an unfounded complaint may be charged at Rietveld's usual rates.

Article 19 - Liability

1. Rietveld is liable only for direct damage that is the direct result of an attributable failure by Rietveld to perform the Agreement.
2. Rietveld is not liable for indirect damage, including in any event:
 - a. consequential damage;
 - b. business interruption;
 - c. loss of revenue or profit;
 - d. lost savings;
 - e. reputational damage;
 - f. loss of contracts or customers;
 - g. loss, damage or corruption of Data, except insofar as this constitutes direct damage for which Rietveld is liable under this Article;
 - h. damage arising from third-party claims;
 - i. damage resulting from missed or incorrect management, planning or business decisions based on information displayed by Software.
3. Rietveld's total liability per event or related series of events is limited to the amount actually paid out in the relevant case by Rietveld's liability insurer, increased by the applicable deductible.
4. If, for any reason, no payment is made under an insurance policy, Rietveld's liability is limited to the amount paid by the Customer to Rietveld during the twelve months preceding the event causing the damage for the Products or Services directly involved.
7. If the Agreement had been in force for less than twelve months at the time of the damage, the maximum is the amount that the Customer would owe under the Agreement for the first twelve months.

8. The above limitations do not apply insofar as damage results from intent or deliberate recklessness on the part of Rietveld's management or insofar as limitation of liability is not permitted by mandatory law.
9. Rietveld is not liable for damage caused by:
 - a. incorrect or incomplete information provided by the Customer;
 - b. improper use by the Customer or Users;
 - c. modifications or work by third parties;
 - d. failures in third-party infrastructure or services over which Rietveld has no reasonable control;
 - e. failure to follow Rietveld's reasonable instructions.
9. The Customer shall take reasonable measures to prevent and mitigate damage.
10. A condition for the accrual of any right to damages is that the Customer notifies Rietveld of the damage In Writing as soon as possible after becoming aware of it.
11. Any claim for damages shall lapse no later than twelve months after the Customer became aware or could reasonably have become aware of the damage and Rietveld's potential liability, unless mandatory law provides otherwise.

Article 20 - Use of safety and telematics systems

1. Products and Services relating to vehicle safety, detection, cameras, driving behaviour, trip registration and telematics are supporting systems.
2. These systems do not replace the responsibility of the driver, employer, carrier, fleet manager or other responsible persons for safe participation in traffic and compliance with applicable laws and regulations.
3. The Customer remains responsible for:
 - a. safe use and maintenance of vehicles;
 - b. drivers' driving skills and behaviour;
 - c. statutory inspections;
 - d. inspection of legally required equipment;
 - e. proper assessment of warnings and system information.
4. No detection, camera or warning system can guarantee that every object, person, vehicle or hazard will be correctly detected in all circumstances.

5. The Customer shall ensure that Users are adequately instructed about the capabilities and limitations of the systems concerned.
6. Data from telematics, location, camera, tachograph or other systems depend on the quality of sensors, connections, source data and equipment. Rietveld does not guarantee that such data are complete or error-free in all circumstances, unless expressly agreed otherwise.

Article 21 - Cancellation and changes by the Customer

1. After Rietveld has accepted an assignment, the Customer may cancel or modify it only with Rietveld's consent In Writing.
2. In the event of cancellation or modification, the Customer must compensate Rietveld for:
 - a. work already performed;
 - b. Products already supplied;
 - c. Products specially ordered, manufactured or configured for the Customer;
 - d. non-cancellable obligations undertaken by Rietveld towards third parties;
 - e. reasonable disassembly, return, transport and administration costs;
 - f. other demonstrable damage arising directly from the cancellation.
3. Rietveld shall make reasonable efforts to limit avoidable costs.
4. Products specially manufactured, adapted, programmed, registered or ordered for the Customer cannot be returned unless Rietveld agrees In Writing.
5. Cancellation of recurring Services and subscriptions is governed by Article 14.

Article 22 - Force majeure

1. Rietveld is not obliged to fulfil an obligation if performance is temporarily or permanently prevented by a circumstance that cannot be attributed to Rietveld.
2. Force majeure includes, among other things:
 - a. strikes and staff shortages;
 - b. fire, flooding and natural disasters;
 - c. epidemics and pandemics;

- d. war, terrorism, civil unrest and international conflicts;
 - e. government measures, sanctions, trade restrictions and export or import bans;
 - f. failures or delays by suppliers;
 - g. shortages of raw materials, chips, components or other materials;
 - h. transport problems;
 - i. prolonged electricity or internet outages;
 - j. failures or disruptions of third-party telecommunications, cloud, hosting, GPS, GNSS or other infrastructure;
 - k. cyberattacks, DDoS attacks, ransomware or other serious security incidents that could not reasonably have been prevented despite appropriate measures.
3. During force majeure, Rietveld's obligations are suspended for the duration of the force majeure situation.
 4. If the force majeure situation continues for more than 60 days and further performance cannot reasonably be required, either party may terminate the unperformed part of the Agreement In Writing.
 5. In such case neither party is entitled to damages on account of termination.
 6. Products already supplied and Services already performed by Rietveld remain payable.

Article 23 - Suspension and termination

1. Rietveld may suspend its obligations in whole or in part if the Customer fails to fulfil an obligation that is due and payable.
2. Rietveld may terminate the Agreement in whole or in part with immediate effect if:
 - a. the Customer fails to remedy a material breach within a reasonable period despite receiving notice of default;
 - b. the Customer is declared bankrupt;
 - c. the Customer is granted a suspension of payments;
 - d. the Customer ceases or liquidates its business;
 - e. a substantial portion of the Customer's assets is attached, jeopardising performance of the Agreement;
 - f. there is fraud, misuse, serious security risks or unlawful use of Products or Services.

3. Insofar as remedy is not reasonably possible or required, Rietveld need not provide a period to remedy the breach.
4. Upon termination, all amounts already due and amounts yet to be invoiced for performance already delivered become immediately due and payable.
5. Provisions intended by their nature to survive termination, including those concerning intellectual property, liability, payment, confidentiality, Data and disputes, shall remain in force.

Article 24 - Confidentiality

1. The parties shall keep confidential information received from each other in connection with the Agreement confidential.
2. Information is confidential if designated as such or if its confidential nature can reasonably be inferred from its nature.
3. The obligation of confidentiality does not apply to information that:
 - a. was already lawfully public;
 - b. becomes public through no act of the receiving party;
 - c. was demonstrably already lawfully in the receiving party's possession;
 - d. is lawfully obtained from a third party;
 - e. must be disclosed under law, a court order or an order of a competent supervisory authority.
4. The parties may share confidential information with employees, advisers and engaged third parties who need it for performance of the Agreement and are subject to appropriate confidentiality obligations.

Article 25 - Privacy

1. Each party is independently responsible for compliance with the privacy legislation applicable to it.
2. The Customer is responsible for the legal basis for collecting and using personal data processed through Rietveld's Products and Services, insofar as the Customer is the controller of such data.
3. This applies in particular to personal data relating to employees, drivers, location data, driving behaviour, camera footage and other vehicle-related or personal data.

4. The Customer is responsible for informing data subjects and, where required, carrying out relevant privacy assessments and complying with employment-law or employee participation obligations.
5. Insofar as Rietveld processes personal data exclusively on behalf of the Customer, the arrangements shall be recorded in a data processing agreement.
6. Rietveld's privacy policy applies to personal data Rietveld processes for its own purposes as a controller.

Article 26 - Compliance and permitted use

1. The Customer shall use Products, Software and Services solely for lawful purposes.
2. The Customer is independently responsible for compliance with laws and regulations specifically applicable to its business activities or use case.
3. The Customer shall not use Products and Services in any way that:
 - a. infringes third-party rights;
 - b. impairs the security or operation of systems;
 - c. constitutes unlawful monitoring or unlawful processing of personal data;
 - d. places a disproportionate load on Rietveld's or third parties' systems;
 - e. is prohibited by applicable sanctions or export legislation.
4. Rietveld may refuse delivery or access insofar as necessary to comply with applicable statutory obligations, sanctions or export restrictions.

Article 27 - Assignment and subcontracting

1. The Customer may not assign rights and obligations under an Agreement to a third party without Rietveld's prior consent In Writing.
2. Rietveld may engage subcontractors and other third parties in performing an Agreement.
3. Rietveld may transfer an Agreement or rights and obligations arising from it to a group company or third party as part of the transfer of (a relevant part of) its business, provided that the Customer's position is not materially worsened as a result.

Article 28 - Communication

1. Rietveld may send communications concerning the Agreement to the email address or user account provided by the Customer.
2. The Customer shall keep its contact and invoicing details up to date.
3. Communications sent to the last address or email address provided by the Customer shall be deemed to have reached the Customer, subject to evidence to the contrary.

Article 29 - Amendment of the General Terms and Conditions

1. Rietveld may amend these General Terms and Conditions.
2. For existing agreements of indefinite duration or recurring Services, Rietveld shall inform the Customer of material changes in good time before their effective date.
3. Changes required due to laws or regulations, security requirements or a court decision may be introduced on shorter notice if reasonably necessary.
4. The version applicable when a one-off Agreement was concluded remains applicable to that Agreement unless the parties agree otherwise.

Article 30 - Governing law and disputes

1. All legal relationships between Rietveld and the Customer are governed exclusively by Dutch law.
2. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.
3. The parties shall endeavour first to resolve a dispute by mutual consultation.
4. If a dispute cannot be resolved amicably, it shall be submitted exclusively to the competent court of the Rotterdam District Court, insofar as such a choice of forum is legally permitted.
5. If these General Terms and Conditions are available in multiple languages, the Dutch text shall prevail in the event of differences in interpretation.

Article 31 - Final provisions

1. Rietveld's failure to exercise a right immediately does not constitute a waiver of that right.

2. An amendment or addition to an individual Agreement is valid only if agreed In Writing.
3. Headings and numbering are solely for readability and have no independent significance for interpreting these General Terms and Conditions.
4. These General Terms and Conditions may be made available electronically and stored by the Customer for later consultation.

Rietveld B.V.
Nijverheidsweg 13
3381 LM Giessenburg
Netherlands
Chamber of Commerce 23072775
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