Frogwatch Terms and Conditions

Article 1: Definitions

1. **Supplier**: *Jitter B.V.*, located in Delft, The Netherlands, Chamber of Commerce number *97502537*
2. **Customer:** The party with whom the Supplier has entered into an agreement
3. **Parties:** Supplier and Customer jointly
4. **Consumer:** A Customer who is an individual acting in a private capacity
5. **Equipment:** Electronic product delivered by the Supplier to the Customer
6. **Dashboard**: Online environment provided by the Supplier to operate and monitor the Equipment

Article 2: Applicability

1. These terms and conditions apply to every offer, quotation, activity, order, agreement, and delivery of services or products by or on behalf of the Supplier.
2. Deviations from these conditions are only valid if agreed upon in writing by Parties.
3. Parties expressly exclude the applicability of any purchasing or other terms and conditions of the Customer.

Article 3: Quotations, Offers, Acceptance

1. All quotations and offers from the Supplier are non-binding unless a validity period is specified in the offer. If no validity period is set, the offer expires after 30 days, unless otherwise explicitly stated.
2. The Supplier shall not be bound by its quotations or offers if the Customer can reasonably understand that the quotations or offers, or any part thereof, contain an obvious mistake or clerical error.
3. If the acceptance (even on minor points) deviates from the offer, the Supplier is not bound by it. The agreement is then not concluded on the basis of the deviating acceptance unless the Supplier states otherwise.
4. A combined quotation does not oblige the Supplier to perform part of the assignment or deliver part of the products for a proportionate part of the quoted price. Offers or quotations do not automatically apply to future orders.
5. If a non-binding offer is accepted, the Supplier may still withdraw the offer within 3 business days of receiving the acceptance, without any rights accruing to the Customer.
6. Oral acceptance by the Customer only binds the Supplier once confirmed in writing by the Customer.

Article 4: Prices

1. All prices are stated in euros and exclude VAT, government levies, and any costs incurred under the agreement, including shipping and administrative fees, unless stated otherwise.
2. The Supplier may adjust subscription and other agreement fees annually. Adjustments are effective as of January 1st, based on the CBS (Statistics Netherlands) index for commercial services (DPI), or if wage, cost, or market developments justify a change. The Customer will be informed in advance of any changes in fees.
3. Increases in the cost price of products or components, which Supplier could not have foreseen at the time of the offer or agreement, may lead to price increases. In such cases, the Consumer has the right to cancel the agreement, unless the increase is due to a legal regulation.

Article 6: Payment and Collection Costs

1. Payment must always be made within 30 days of the invoice date, using the method and currency specified by the Supplier, unless otherwise agreed in writing.
2. The Supplier may make delivery conditional on immediate payment or require security for the total amount due for products or services.
3. If the Customer fails to pay an invoice by the final day of the payment term, the Customer shall be in default automatically, without any notice of default or reminder being required from the Supplier.

Article 7: Consequences of Late Payment

1. If the Customer fails to pay within the agreed term, the Supplier shall be entitled to charge statutory interest of 8% per month for commercial transactions, calculated from the day the Customer is in default, whereby part of a month shall be counted as a full month.
2. If the Customer is in default or otherwise fails to fulfill its obligations (on time), all reasonable extrajudicial costs incurred to obtain payment shall be borne by the Customer. The extrajudicial collection costs shall be calculated in accordance with the rates customarily applied in Dutch debt collection practice. However, if the Supplier has incurred higher collection costs that were reasonably necessary, the actual costs incurred shall be eligible for reimbursement. Any judicial and enforcement costs incurred shall also be recovered from the Customer. Interest is also owed on any incurred collection costs
3. If payment is late, the Supplier may suspend obligations until all outstanding claims are settled.
4. In case of liquidation, bankruptcy, seizure, or suspension of payment on the Customer's side, the Supplier’s claims become immediately due.
5. If the Customer refuses to cooperate with the execution of the agreement, they are still obligated to pay the agreed price.

Article 8: Set-off and Suspension

1. The Customer is never entitled to set off any amounts owed to the Supplier. Disputes about the invoice amount do not suspend the payment obligation. The Customer who is not entitled to invoke Articles 231 through 247 of Book 6 of the Dutch Civil Code shall likewise not be entitled to suspend payment of an invoice for any other reason.
2. The Customer hereby waives the right to suspend the fulfillment of any obligation arising from this agreement.

Article 9: Right of Reclamation and Right of Retention

1. If the Customer is in default, the Supplier may invoke the right of reclamation with respect to products delivered to the Customer that remain unpaid.
2. The Supplier shall exercise its right of reclamation by means of a written or electronic notice to the Customer.
3. As soon as the Customer has been notified of the exercise of the right of reclamation, the Customer must immediately return the relevant products to the Supplier, unless otherwise agreed in writing.
4. The Customer shall bear the costs of retrieving or returning the products referred to in paragraph 3.
5. The Supplier may exercise its right of retention and, in such case, retain the Customer's products until all outstanding invoices owed by the Customer to the Supplier have been paid.
6. The right of retention also applies on the basis of previous agreement(s) under which the Customer still owes payment to the Supplier.
7. The Supplier shall not be liable for any damage suffered by the Customer as a result of the exercise of its right of retention and/or right of reclamation.

Article 10 Suspension, Dissolution, and Termination

1. The Supplier may suspend or dissolve the agreement if the Customer fails to fulfill obligations (fully or on time), or if delays make it unreasonable to expect the Supplier to continue under the original terms.
2. Furthermore, the Supplier shall be entitled to dissolve the agreement if circumstances arise of such nature that fulfillment of the agreement is impossible, or if other circumstances arise which are such that the unaltered continuation of the agreement cannot reasonably be required of the Supplier.
3. n case of dissolution, all Supplier's claims become immediately due. Suspension does not affect the Supplier's legal or contractual rights.
4. The Supplier is not liable for any damage or costs resulting from suspension or dissolution.
5. If the dissolution is attributable to the Customer, the Supplier shall be entitled to compensation for any damages incurred as a result, including both direct and indirect costs.
6. If the Customer fails to fulfill the obligations arising from the agreement and such failure justifies dissolution, the Supplier shall be entitled to dissolve the agreement

immediately and with immediate effect, without any obligation to pay any compensation or damages. The Customer, however, shall be obliged to pay compensation or damages on the grounds of breach of contract.

7. In the event of liquidation, (application for) suspension of payments, bankruptcy, seizure (not lifted within 3 months), debt restructuring, or loss of asset control by the Customer, the Supplier may terminate the agreement immediately, without any obligation to pay any compensation or damages. The Supplier's claims then become immediately due.
8. If the Customer cancels an order wholly or in part, the Supplier may charge for the work done, ordered/prepared goods, associated transport and delivery costs, and reserved labor.
9. Ongoing contracts, licenses, or agreements that automatically renew may be terminated by the Customer in writing up to 14 days before expiration, unless otherwise agreed in writing.

Article 11 Retention of Title

1. All goods delivered by the Supplier under the agreement remain the Supplier's property until the Customer has fulfilled all obligations from the relevant agreement(s).
2. Goods under retention of title may not be resold or used as a means of payment. The Customer is not permitted to pledge or otherwise encumber such goods.
3. The Customer must take all reasonable measures to safeguard the Supplier's property rights.
4. If third parties seize goods under retention of title or wish to establish rights thereon, the Customer must notify the Supplier immediately. The Customer must insure and keep insured the goods under retention of title against fire, explosion, water damage, and theft, and provide the policy for inspection upon the Supplier's request. In case of insurance payout, the Supplier is entitled to the compensation. The Customer shall, in advance, grant all cooperation necessary for this.
5. To enforce its retention rights, the Supplier is irrevocably authorized by the Customer to enter any premises where the Supplier's goods are located and reclaim them.

Article 12 Delivery and Delivery Time

1. Delivery takes place while stocks last.
2. The delivery period starts once the Customer has agreed to an offer and fulfilled any required prepayment or security (see Article 6).
3. Delivery times are indicative. The Supplier will make reasonable efforts to deliver within the stated timeframe, but unless agreed otherwise in writing, the Customer cannot derive any rights from this.
4. Products are delivered to the Customer's address unless otherwise agreed.
5. If delivery of the order is delayed beyond the agreed delivery date by more than 30 days, the Customer shall be entitled to cancel the order, provided that the Supplier has first been given written notice of default and a reasonable period of at least 15 days to deliver the order.

Article 13 Transport, verpakking

1. If the packaging of a delivered product is opened or damaged, the Customer must have this recorded by the carrier before accepting the product. Failure to do so releases the Supplier from liability for any damage.
2. If the Customer arranges their own transport, any visible damage to the products or packaging must be reported to the Supplier before shipping. Failure to do so releases the Supplier from liability for any damage.

Article 14 Warranties, Inspection, Complaints, and Limitation Period

1. Products delivered by the Supplier meet the usual standards and requirements that can reasonably be expected at the time of delivery, and are intended for normal use within the Netherlands.
2. Warranty does not apply:
    a. In cases of normal wear and tear
    b. For damage due to accidents
    c. For damage due to modifications to the product
    d. For damage due to negligence or improper use by the Customer
    e. If the cause of the defect cannot be clearly determined
3. The risk of loss, damage, or theft passes to the Customer when the product is legally and/or physically delivered or taken into possession by the Customer or a third party acting on the Customer's behalf.
4. The warranty applies to products intended for use within the Netherlands. For use outside the Netherlands, the Customer must verify local suitability. The Supplier may impose different warranty conditions for such cases.
5. The warranty period is 2 years unless otherwise stated or agreed. If the product was manufactured by a third party, the warranty is limited to what that manufacturer provides, unless otherwise specified.
6. All forms of warranty shall lapse if a defect has arisen as a result of or is attributable to improper or inappropriate use, use after the expiry date, incorrect storage or maintenance by the Customer and/or third parties, or if, without the Supplier’s written consent, the Customer or third parties have made or attempted to make changes to the item, or if the item has been processed or treated in a manner other than prescribed.
7. The Customer shall likewise have no claim under warranty if the defect has arisen from or is the result of circumstances beyond the Supplier’s control, including but not limited to weather conditions (such as, but not limited to, extreme rainfall or temperatures), and similar events.
8. The Customer must inspect delivered goods immediately upon receipt and verify quantity and quality. Visible defects must be reported immediately; hidden defects must be reported in writing within 14 days of discovery. Reports must include a detailed description to enable investigation. The Customer must allow the Supplier to investigate the complaint.
9. Timely complaints do not suspend the Customer’s payment obligations. Other ordered goods or services must still be accepted and paid for.
10. Late complaints forfeit the right to repair, replacement, or compensation.

11. If a product is confirmed defective and the complaint is timely, the Supplier will repair, replace, or refund the item after return or notification.
12. If it is established that a complaint is unfounded, or that repair work falls outside the scope of the warranty, all costs incurred as a result, including investigation costs incurred by the Supplier, shall be borne entirely by the Customer.
13. After the warranty period, the Customer will bear all costs for repair or replacement, including administration, shipping, and call-out fees.
14. Contrary to legal limitations, the statute of limitations for all claims against the Supplier and involved third parties is limited to one year.

Article 15 Liability

1. All images, photos, colors, drawings, and descriptions on the website or in a catalog are indicative only and do not entitle the Customer to any compensation, cancellation, or suspension of obligations.
2. If the Supplier is liable, such liability is limited to what is specified in this article.
3. The Supplier is not liable for any damage of any kind caused by reliance on incorrect or incomplete information provided by or on behalf of the Customer.
4. If the Supplier is liable for any damage, liability is limited to the invoice value of the order, or the part of the order to which the liability relates.
5. In any case, the Supplier's liability is limited to the amount paid out by its insurer, where applicable.
6. The Supplier is never liable for indirect damage, including consequential loss, lost profits, missed savings, or business interruption.
7. The limitations in this Article do not apply in the case of intent or gross negligence by the Supplier or its executive subordinates.
8. Any right of the Customer to claim damages expires 12 months after the event giving rise to the liability. This does not affect the application of Article 6:89 of the Dutch Civil Code.

Article 16 Indemnification

1. The Customer indemnifies the Supplier against any third-party claims related to damage caused during execution of the agreement, where the cause is not attributable to the Supplier.
2. f the Customer fails to take adequate measures, the Supplier shall be entitled, without notice of default, to take such measures itself. All costs and damages incurred by the Supplier and third parties as a result shall be borne entirely by the Customer and at the Customer's risk.

Article 17 Force Majeure

1. In addition to Article 6:75 of the Dutch Civil Code, a failure by the Supplier is not attributable if caused by force majeure.
2. Force majeure includes but is not limited to:
    a. Emergencies such as civil war or natural disasters
    b. Non-performance or force majeure by suppliers, delivery companies, or others

c. Power, electricity, internet, computer, or telecom outages
d. Strikes and labor disputes
e. Government actions
f. Exceptionally bad weather
g. Any circumstance beyond the Supplier's control and not attributable by law, legal action, or prevailing

3. The Supplier may suspend obligations for the duration of the force majeure. If such suspension lasts longer than two weeks, either party may terminate the agreement without any obligation to compensate the other.
4. If the Supplier has partially fulfilled or can still fulfill part of its obligations when force majeure occurs, and that part has independent value, it may invoice the Customer separately for that part. The Customer must pay this invoice as if it were a separate agreement.

Article 18 Frogwatch Dashboard

1. A valid license is required per connected device to use the Frogwatch Dashboard.
2. License fees are always invoiced in advance. The license term begins once the corresponding equipment has been shipped to the Customer.
3. Once a license term has started, it cannot be canceled. Upon expiration, the license is automatically renewed for the same term (unless canceled in time in accordance with Article 10).
4. *Fair use*: If the Customer causes unusually high activity on the Dashboard that results in unexpectedly high costs for the Supplier and/or threatens platform stability, the Supplier will inform the Customer.
5. If necessary for platform stability or to enforce paragraph 4, the Supplier may take measures that temporarily reduce functionality or performance for the Customer.
6. As long as the situation under paragraph 4 is unresolved, the Supplier may continue to take such measures.
7. The Customer may use the Dashboard to add accounts for anyone they wish to grant access to their organization. These accounts are personal: each user is responsible for selecting a strong password and keeping it secret.
8. All actions and any use of the Dashboard by the Customer, whether by its own employees or by third parties to whom the Customer has granted access, shall be the responsibility and at the risk of the Customer.
9. If the Customer notices or suspects misuse of login credentials or other unauthorized Dashboard use, they must report it to the Supplier as soon as possible.
10. The Supplier has the right to temporarily disable the Dashboard (in part) for maintenance, updates, or improvements to the system or related software/facilities. The Supplier will aim to do this outside office hours and minimize inconvenience to the Customer. No compensation is owed for such downtime.

Article 19 Frogwatch Dashboard – Additional Costs

1. All measurement data generally remains stored in the Dashboard unless the Customer explicitly chooses to delete it. The Supplier may charge extra fees in the following cases:
    a. To retain data that is over 3 years old
    b. To retain data related to an inactive license
2. The Dashboard can automatically send SMS notifications if configured by the Customer. Each license includes a bundle of 20 SMS messages per month. Unused messages remain valid for 3 months and can be shared among the Customer's other licenses. If more messages are sent than included, the Supplier may charge €0.20 per extra SMS. *Example: A Customer with 3 licenses sends 48 messages in month 1 and has 12 remaining (3×20 – 48). In month 2, a total of 72 messages (60+12) can be sent before incurring extra charges.*
3. The Dashboard can also send emails (if configured by the Customer). Email generation is free and unlimited, within the limits of the fair use principle (see Article 18).
4. The Supplier may modify or expand the Frogwatch Dashboard in the future with new features, such as support for new Equipment types, enhanced data analysis, API integrations, or notifications via other messaging services. If a new feature is optional (i.e., it can be ignored without impacting existing functionality), the Supplier may charge separately or link it to a new subscription/license type.

Article 20 Frogwatch – Equipment

1. The Customer is responsible for using the Equipment as prescribed in the manual and for ensuring its suitability for the intended application.
2. The Equipment supplied may include a SIM card for data communication. These SIM cards remain the property of the Supplier. The Customer is responsible for ensuring that each SIM card is only used for its intended purpose in the assigned device.
3. If the SIM card is misused or needs to be replaced (e.g., due to theft, defect, or loss), the Supplier may charge additional costs.
4. The Supplier is entitled to (have someone) replace SIM cards in the Equipment but will aim to minimize inconvenience to the Customer and, where possible, notify them well in advance.
5. Equipment may depend on networks provided by third parties, such as the mobile 4G (LTE) network. The Supplier will make every effort to select a provider with good network coverage, but cannot guarantee coverage at all locations. If, in the future, the Equipment is no longer compatible with the then-current network technology, it may be necessary to modify or exchange the Equipment for a newer model. The Supplier may charge costs for this.

Article 21 Governing Law and Disputes

1. All legal relationships involving the Supplier are governed exclusively by Dutch law, even if an obligation is partially or wholly performed abroad or if a party to the

relationship resides abroad. The applicability of the Vienna Sales Convention is explicitly excluded.
2. Disputes will be submitted exclusively to the court in the Supplier's place of business, unless the law mandates otherwise. Nonetheless, the Supplier reserves the right to submit disputes to a legally competent court.
3. Parties will first make every effort to resolve disputes amicably before turning to legal proceedings.

Article 22 Location and Amendment of Terms and Conditions

1. These terms and conditions are available on the Supplier's website.
2. The Supplier may amend these terms and conditions. Minor changes may be made at any time. In case of significant changes, the Supplier will communicate them to the Customer as much in advance as possible.
3. In the event of a significant change, a Consumer has the right to terminate the underlying agreement.
4. The most recent version of these terms and conditions, as published or made available by the Supplier at the time of the most recent agreement, invoice or quotation to the Customer shall apply to all agreements between Parties, unless expressly agreed otherwise in writing.
5. The Dutch version of these terms and conditions is always decisive for interpretation.
6. If one or more provisions in these terms and conditions are at any time wholly or partially void or annulled, the remaining provisions will continue to apply in full. The Supplier and the Customer will then consult to agree on new provisions to replace the void or annulled ones, maintaining the original intent and scope as much as possible.
7. If there is ambiguity about the interpretation of one or more provisions of these terms and conditions, they should be interpreted in the spirit of these provisions.
8. If a situation arises between the parties that is not regulated by these terms and conditions, it should be assessed in the spirit of these terms and conditions.
9. If the Supplier does not always strictly enforce these terms, that does not mean the provisions no longer apply or that the Supplier loses the right to demand strict compliance in other cases.