General Terms and Conditions Nova B.V.

Article 1. Definitions

1. Nova: Nova B.V., located at Keizerserf 36, 7442 MN Nijverdal, the Netherlands, registered with the Chamber of Commerce under number 97087394.
2. Client: the legal entity or natural person acting in the course of a profession or business that enters into an Agreement with Nova.
3. Agreement: the quotation or contract quotation accepted by the Client, together with these terms.
4. Platform: the software developed by Nova with which the Client manages, generates and publishes product content, including the 3D viewer and AR functionality.
5. Subscription: the right to use the Platform according to the package chosen in the Agreement.
6. Digital Twin: a digital copy of a product of the Client, including materials and variants, developed by or on behalf of Nova.
7. Client Material: all materials supplied or uploaded by the Client, including its own 3D and CAD files, artwork, photos, logos and product information.
8. Output: all images, renders, animations and other content generated for the Client with the Platform, including AI output.
9. Start Date: the date on which the Subscription starts according to the Agreement.
10. Contract Year: each period of 12 months from the Start Date.

Article 2. Applicability and formation

1. These terms apply to all quotations, Agreements and services of Nova.
2. Purchasing or other terms of the Client are expressly rejected.
3. The Agreement is formed when the Client accepts the quotation online or signs it. By accepting, the Client declares to have received and accepted these terms.
4. Deviations from these terms only apply if Nova has confirmed them in writing in the quotation or in an addendum to it.

Article 3. Term, renewal and termination

1. The Subscription is entered into for an initial term of 12 months from the Start Date, unless the Agreement expressly states a different term.
2. At the end of each Contract Year, the Subscription is automatically renewed for a further 12 months.
3. Either party may terminate the Subscription in writing or by e-mail as of the end of a Contract Year, with a notice period of 2 months.
4. If the Agreement states a monthly cancellable Subscription (flex), a term of 1 month applies, automatically renewed by 1 month each time, with a notice period of 1 month. The rate for monthly cancellable subscriptions applies.
5. Nova confirms a termination in writing, stating the date on which the Subscription ends.

Article 4. Early termination

1. The Client cannot terminate the Subscription early, except in the cases of paragraph 3.
2. If the Client nevertheless ends the Subscription before the end of a Contract Year, or if it is ended for a reason attributable to the Client, the subscription fees until the end of that Contract Year remain immediately due.
3. Either party may dissolve the Agreement with immediate effect if the other party is declared bankrupt, applies for a suspension of payments, or fails to meet its obligations after a written notice of default with a reasonable remedy period of at least 30 days.

Article 5. Packages and changes

1. The Client may upgrade to a larger package at any time. The new rate applies from the next invoice; the term continues.
2. Downgrading to a smaller package is only possible as of the end of a Contract Year, subject to the notice period of article 3.
3. Every SKU created as a variant in the Platform counts towards the package limit, including colour, artwork and language variants. If the Client exceeds the limit of its package, Nova may charge the next suitable package.

Article 6. Digital Twins

1. The development of Digital Twins is a separate service invoiced separately from the Subscription. Nova applies a platform rate for this that is only valid in combination with a Subscription. Nova's regular rates apply to Digital Twins without a Subscription.
2. Digital Twins are intended for use within the Platform and are hosted by Nova during the term of the Subscription.
3. The Client can download Digital Twins it has paid for in full from the Platform itself during the term of the Subscription. Nova does not provide separate exports.
4. Correction rounds, additional variants and changes after delivery are quoted separately.

Article 7. Use of the Platform

1. For the term of the Subscription, the Client receives a non-exclusive, non-transferable right to use the Platform.
2. The use of AI generations is subject to fair use as described in the Agreement or on Nova's pricing page.
3. The Client does not use the Platform in breach of laws or regulations, nor to develop a competing service.

Article 8. Intellectual property and licences

1. All rights to the Platform remain with Nova or its licensors. For Digital Twins paid for in full, the Client receives a perpetual, non-exclusive right of use, also after the Subscription ends. Nova retains the rights to its methods, material libraries and tools.
2. Client Material remains the property of the Client. The Client permits Nova to use Client Material to the extent necessary to perform the Agreement.
3. The Client receives a non-exclusive, perpetual licence to use the Output generated during the term for its own marketing and sales purposes, in all channels. This licence survives the end of the Subscription.
4. The Client may not resell or sublicense Digital Twins or Output, except to parties working for the Client, such as an agency or a retailer selling the Client's products.
5. Nova may use Output and the Client's name as a reference, unless the Client objects in writing.

Article 9. AI output

1. Nova strives for high-quality Output, but does not guarantee that AI output is error-free or suitable for every purpose.
2. The Client checks Output for accuracy before publishing it.

Article 10. Fees, invoicing and payment

1. Subscription fees are invoiced monthly in advance, or annually in advance if agreed.
2. Subscription fees are preferably collected by SEPA business direct debit. The Client grants a mandate for this at the start of the Subscription.
3. Other invoices, such as for Digital Twins, are payable within 14 days of the invoice date.
4. Nova may adjust its rates once a year as of the Start Date in line with the consumer price index (CPI) of Statistics Netherlands (CBS). Other price increases only apply from the next Contract Year and are announced at least 3 months in advance.
5. If the Client does not pay on time, statutory commercial interest is due without further notice of default, and after a written reminder Nova may suspend access to the Platform until payment in full. The payment obligation continues during suspension.

Article 11. Consequences of termination

1. When the Subscription ends, access to the Platform ends. Embedded 3D viewers and AR views on the Client's channels stop at that moment.
2. Until the end date, the Client can download all Output and paid Digital Twins from the Platform itself. Nova then keeps the Client's data for 30 more days and deletes it afterwards, except for the Digital Twins, which Nova may keep.
3. Article 8 paragraph 1 (right of use of paid Digital Twins) and article 8 paragraph 3 (licence on Output) survive termination.

Article 12. Liability

1. Nova's liability is limited to the amount the Client paid to Nova in the 12 months before the event causing the damage, and in any case to the amount paid out by Nova's liability insurance.
2. Nova is not liable for indirect damage, including consequential damage, loss of profit and loss of data.

Article 13. Privacy

1. Nova processes personal data in accordance with applicable privacy legislation and its privacy statement. Where Nova processes personal data on behalf of the Client, the parties enter into a data processing agreement.

Article 14. Final provisions

1. Nova may amend these terms. Amendments only apply to running Subscriptions from the next Contract Year and are announced at least 2 months in advance.
2. Dutch law applies to the Agreement.
3. Disputes are submitted to the competent court of the District Court of Overijssel, the Netherlands.
4. In case of any discrepancy between the Dutch and a translated version of these terms, the Dutch text prevails.

Effective from 13 October 2026. This is a translation; in case of any discrepancy the Dutch text prevails.