Terms and Conditions

Exi-Electric

July 29, 2026

Contact

Contact: julianvanham@exi-electric.com
KVK: 42075319

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A1	July 29, 2026	Initial set-up.

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1 Terms & Conditions

1.1 Disclaimer

These Terms and Conditions govern the provision of engineering consultancy services by Exi-Electric. By engaging Exi-Electric for engineering consultancy services, the Client agrees to be bound by these Terms and Conditions.

Exi-Electric agrees to perform all Services using reasonable skill and care. Unless explicitly agreed in writing, Exi-Electric does not guarantee that any design, document or deliverable will satisfy every performance objective, process, or requirement of other nature.

Electronic product development inherently involves technical risk. The Client acknowledges that all designs require appropriate review, validation, prototyping, and testing before commercial activity of deployment.

Exi-Electric reserves the right to alter these terms and conditions at any time, and the Client agrees to be bound by the most recent version of these Terms and Conditions.

1.2 Definitions

- **Client** means the person, company or other entity that engages Exi-Electric for engineering consultancy services.
- **Services** means any engineering consultancy, design, schematic, layout, documentation, review agreed between parties.
- **Deliverables** any product (digital or physical) produced as part of the Services.
- **Project Specifications** means the written requirements agreed before work commences.
- **Quotation** means the written proposal provided by Exi-Electric to the Client, including a description of the Services, Deliverables, Project Specifications, and associated costs.
- **Revisions** means changes to the design, documentation, or deliverables requested by the Client after the initial submission.

1.3 Governing Law

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Netherlands. Any disputes arising under these Terms and Conditions shall be subject to the exclusive juristiction of the courts of the Netherlands.

2 Modus Operandi

2.1 Scope of Services

Exi-Electric provides engineering consultancy services, including but not limited to:

- Electronic product design, including schematic and layout.
- Design review and validation.
- Bill of Materials (BOM) generation and sourcing.
- Technical documentation, including datasheets, manuals, and reports.

Only work explicitly agreed in writing is included in the Scope of Services. Any additional work requested after the acceptance of the quotation may be treated as a change request and thus incur additional charges.

2.2 Quotation and Acceptance

All quotations remain valid for thirty (30) days from the date of issue, unless otherwise stated. A quotation becomes binding and only upon written acceptance by the Client, unless operating though third-party software. In the case of third-party software, the quotation becomes binding upon the Client's issuing of their order. Any modifications to the agredd scope of services will incur an additional quotation.

2.3 Fees and Payments

Unless otherwise agreed in writing, invoices are payable within thirty (30) days of the invoice date. Where payment is processed through a third-party platform (including but not limited to Upwork, Fiverr, etc.), the paymment procedure and terms of such a platform shall apply. Late payments may result in the suspension of services until payment is received.

2.4 Changes and Revisions

The quoted project price includes up to two (2) rounds of revisions. Revisions are limited to corrections or modifications adressing matters included in the quotation. Exi-Electric may use a revision tracking document during the review process to distinguish agreed corrections and newly introduced requirements. Requestions introducing new requirements or features not included in the quotation may be treated as change requests and may thus be quoted seperately. Additional revisions beyond the two (2) rounds will require a seperate quotation and may thus incur additional costs.
Exi-Electric reserves the right to refuse any revision requests that are deemed outside the scope of the original quotation. Exi-Electric may, at their sole discretion, perform additional minor revisions without additional costs as a professional coutesey, Such courtesy does not constitute a contractual obligation.

3 Property Rights and Confidentiality

3.1 Design Attribution

Unless otherwise agreed upon in writing, Exi-Electric reserves the right at it's sole discretion, to include identifying marks on any deliverable. Including but not limited to PCB silkscreen, documentation, or other materials.

Such markings are only intended to identify Exi-Electric as the designer and shall not affect ownership, confidentiality, or functionality.

The client may request the removal of such markings, this may incur additional fees if not included in the quotation.

3.2 Marketing, Portfolio, and Professional References

Exi-electric reserves the right to reference completed projects, services, or experiences related to projectes for the purposes of building a professional portfolio, marketing, or providing professional references. This includes, but is not limited to;

- Non-technical descriptions or facts relating to projects,
- Schematics,
- PCB layouts,
- photographs of prototypes or products,
- and other non-confidential information.

The client may of course request that any of the above is withheld from public disclosure.

3.3 Regulatory Compliance

Exi-Electric may at the request of the client aim to design for the approval of certification or regulatory approval. However, unless specified expessly in writing, Exi-Electric does not provide such certification or regulatory approvals, nor guarantee thereof. Responsibility for obtaining certification or regulatory approvals remain solely with the client unless otherwise stated in writing.

3.4 Intellectual Property

3.4.1 Client-Owned Intellectual Property

Upon receiving of full payment for the agreed quotation, all project-specific deliverables created by Exi-Electric for the Client shall become the property of the Client. This includes, where applicable:

- PCB design files and layouts,
- Schematics and other circuit diagrams.
- Manufacturing files, including Gerber files, drill files, and assembly documentation.
- Project-specific documentation, including calculation, (verification)reports, and design documentation.
- Other deliverables that may explicitly be agreed upon in the quotation.

The Client shall have the right to use, manufacture, modify, reproduce, or distribute these deliverables solely for their intended pupose. Transfer of ownership shall occur only after full payment has been received. Until such payment has been made, all deliverables remain the property of ExiElectric and may not be used for manufacturing, commercialisation, or distribution without written permission. Ownership transfer of project deliverables does not include transfer of ExiElectric's general engineering knowledge, methods, tools, or reusable resources

3.4.2 Exi-Electric Owned Intellectual Property

Exi-Electric retains all rights, title and ownership of it's pre-existing and independently developed intellectual property. This remains the case even if such intellectual property becomes part of Client-Owned intellectual property, in such a case this clause supersedes the Client-Owned Intellectual Property clause above. This includes, but is not limited to:

- Engineering methods, techniques, and processes.
- Scripts, (automated)tools, calculation methods, and programs.
- Templates, checklists, and documentation structures.
- PCB and component libraries, including footprints, symbols, and 3D models.

Where such intellectual property is used in the creation of client deliverables, the client receives the necessary rights to use the delivered design for its intended purpose. However, ownership of the underlying tools, methods, and reusable resources remains with Exi-Electric. The client shall not claim ownership of, reverse engineer, redistribute, or commercially exploit Exi-Electric-owned intellectual property independently of the delivered project without prior written agreement. Exi-Electric remains free to use its accumulated knowledge, skills, and non-confidential experience gained during the project for future work, provided that confidential client information is not disclosed.

3.4.3 Third-Party Intellectual Property

Certain elements incorporated into project deliverables may be subject to ownership or licensing restrictions from third parties. This includes, but is not limited to:

- Commercially licensed components, libraries, or software.
- Open-source components, libraries, or software.
- Third-party software, plugins, or tools.

Such third-party intellectual property remains the property of the respective owners. Exi-Electric does not transfer ownership of third-party intellectial property and cannot frant right beyond those provided by those third-parties. The client is responsible for ensuring consistent and continued complicance with third-part terms when modifying, manufacting, or distributing deliverables that incorporate third-party intellectual property. The responsibility for obtaining any necessary licenses, permissions, or rights from third-party owners is transferred to the Client alongside the files that incorpotate those designs. Note that the terms specified in this clause superscede both of the "Intellectual Property" clauses above in case of conflict.

4 Warranty and Liability

4.1 Warranty

Exi-Electric warrants only that the Services will be performed with reasonable skill and care. No other warranties, express or implied, are provided, including but not limited to:

- Warranty of merchantability,
- Warranty of fitness for a particular purpose,
- Warranty of non-infringement.

The client is responsible for verifying the deliverables before manufacturing, distribution, or deployment.

4.2 Limitation of Liability

The Client acknowledges that engineering involve inherent technical risks and uncertainties. To the fullest extent permitted by the applicable law, Exi-Electric total aggregate liability arising from or relating to the Services shall not exceed the lesser of:

- EUR 2000; or
- the total fees paid by the Client for the relevant quotation corresponding to the project.

Under no circumstance shall Exi-Electric be liable for indirect, consequential, incidental or special damages, including but not limited to:

- Loss of profit.
- Downtime in production.
- Interruption of business operation.
- Loss of revenue.
- Loss of goodwill.
- Recalls.
- Consequential manufacturing costs.

Nothing in these Terms and Conditions excludes liability where such exclusion is prohibited by applicable law. The Client acknowledges that all designs should undergo prototyping, verification, testing and validation before commercial use. Exi-Electric does not accept liability for the forgoing of such validations and consequences thereof.