Shop - Terms of Agreement

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These Terms of Agreement govern each order for hardware, prepared baseworks.tech Ecosystems, baseworks.tech Bundles, and licences to baseworks.tech software applications sold by baseworks.tech ("we", "us", "our", or the "Company") through the baseworks.tech Shop at https://shop.baseworks.tech, together with the preparation, delivery and support supplied with them.

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Section 1: Identity, Scope, and Acceptance

1.1 Company Identity (the Company): These Terms are issued by baseworks.tech, registered in the Netherlands under Chamber of Commerce number (KvK) 98170643, VAT number NL005312934B11, postal address Box E1586, Oder 20, 2491DC Den Haag, Netherlands.

1.2 Scope: These Terms govern each Order for Goods, prepared Ecosystems and Bundles, Software Applications, Preparation, delivery, and related support described in an Order Confirmation. They apply to Consumers and Business Customers, subject to the distinctions stated in them.

1.3 Acceptance: A storefront Order may be submitted only after the Client actively accepts these Terms and acknowledges the Privacy and Data Protection Policy. The accepted document version is recorded with the Order. An Order placed through another channel is accepted by signing or expressly approving an Order Confirmation or quotation that refers to these Terms, or by paying an invoice that refers to them.

1.4 Consumer Protection: Consumers receive all mandatory rights under applicable law. A provision stated to apply only to Business Customers does not apply to Consumers. Nothing in these Terms restricts a mandatory consumer right.

1.5 Language: The authoritative version of these Terms is English. Section 25.9 applies to any future convenience translation.

Section 2: Definitions

- **Add-on**: an optional product selected with a Bundle, Ecosystem or configurable product and recorded as its own line in the cart and Order Confirmation.
  - **Agreement**: the contract formed under Section 3, including the Order Confirmation and these Terms.
  - **App / Software / Application**: a baseworks.tech software product supplied as digital content or a digital service, whether purchased alone or supplied with Goods.
  - **Business Customer**: a natural or legal person acting wholly or mainly for business, professional, organizational, or public-sector purposes.

- **Business Day:** a day other than Saturday, Sunday, or an official public holiday in the country in which the Company is registered.
- **Bundle:** a product sold as a combination of more than one component, as listed on its product page and in the Order Confirmation.
- **Carrier:** a courier, postal service, logistics provider, employee, representative, or other person engaged or designated to transport Goods.
- **Client:** the Consumer or Business Customer entering into the Agreement.
- **Configuration:** the base product, quantity, component choices, and Add-ons recorded in the Order Confirmation.
- **Consumer:** a natural person acting for purposes outside their trade, business, craft, or profession.
- **Ecosystem:** a prepared combination of Goods and Software Applications configured by the Company to operate together as a baseworks.tech environment.
- **Goods:** physical products supplied under an Order Confirmation, whether manufactured by a third party and resold by the Company or assembled and prepared by the Company.
- **Order:** a request submitted by a Client to purchase products or services from the Company through the Shop, an accepted quotation, or another agreed ordering channel.
- **Order Confirmation**: the checkout confirmation, accepted quotation, statement of work, or invoice identifying the Order, price, tax treatment, delivery details, products, Configuration, and any expressly agreed special terms.
- **Preparation**: the work described in Section 9 performed by the Company on Goods before dispatch.
- **Shop**: the online store operated by the Company at https://shop.baseworks.tech.
- **Supplier**: a third party from whom the Company obtains Goods or components.
- **Terms:** this document, outlining the terms of agreement for using the Shop.

Section 3: Contract Formation and Order Hierarchy

3.1 Product displays and prices in the Shop are invitations to submit an Order, not binding offers by the Company.

3.2 An Agreement is concluded when the Company sends an Order Confirmation, unless the Order Confirmation expressly states that further acceptance is required. An automated acknowledgement that the Company received an Order is an Order Confirmation only if it confirms acceptance.

3.3 The Company may contact the Client before accepting an Order to clarify an incomplete Configuration, delivery destination, tax status, or evident error.

3.4 If documents conflict, the following order of precedence applies, from highest to lowest: (a) mandatory law; (b) an expressly negotiated provision in the Order Confirmation; (c) these Terms; and (d) the relevant product page as it appeared when the Order was submitted.

3.5 A statement in advertising, a support response, or other material changes the Agreement only if incorporated into the Order Confirmation or required by mandatory law. This does not exclude statutory rights based on public statements about conformity.

3.6 The Company will provide the Consumer with confirmation of the Agreement on a durable medium within a reasonable time after conclusion and no later than delivery of the Goods or before supply of an App begins. The confirmation includes these Terms and the declarations recorded with the Order.

3.7 The Company reserves the right, in its sole discretion, to reject or decline any Order (in whole or in part) prior to sending an Order Confirmation, including after an Order has been submitted or payment details have been provided. The taking, capturing, or temporary holding of funds from a payment method at checkout does not constitute an Order Confirmation or legal acceptance of the Order by the Company. If the Company refuses or declines an Order after funds have been charged or captured, the Company will promptly refund the full amount paid to the original payment method.

Section 4: Product Categories and What Is Included

4.1 The Company sells: (a) third-party Goods resold by the Company; (b) Bundles and Ecosystems assembled or prepared by the Company from Goods and Apps; and (c) Apps supplied by the Company as digital content or a digital service.

4.2 The product page and Order Confirmation identify what is included. If they differ, Section 3.4 applies.

4.3 Anything described as optional, not included, required but not supplied, illustrative, or sold separately is not part of the Order unless it appears in the Order Confirmation.

4.4 An App is a software-only product. No computer, storage medium, network hardware, operating-system licence, or other physical item is included unless the Order Confirmation says so.

4.5 A Bundle or Ecosystem may include one or more App licenses. The Order Confirmation identifies the App or Apps included, and the App licence is governed by Section 10.

4.6 Product images, renders, and visual materials shown in the Shop are for illustrative and representative purposes only and do not form part of the legal specification or expand the contents expressly stated on the product page or Order Confirmation. Images may show contextual, lifestyle, or optional equipment not included in the Order. Visuals may be digitally enhanced or created with the assistance of artificial intelligence; while the Company takes reasonable care to ensure images are an accurate representation of the product, minor variations in color, texture, shape, or fine detail may occur and do not constitute a defect or a failure of conformity.

4.7 Where the Shop allows a Client to select custom configurations, options, or components for a Goods bundle or product, the main product description text reflects the standard default configuration only. If a Client selects a custom configuration, the specific options, components, or specifications chosen by the Client during checkout and itemized in the Order Confirmation take precedence over any static, default description on the product page. The Company is under no obligation to supply default components that have been replaced or omitted as a result of a Client's custom configuration selection.

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Section 5: Configurable Products, Bundles, and Add-ons

5.1 Per-unit quantities: An Add-on quantity selected for a configurable product applies per base unit. Selecting two of an Add-on with a base quantity of three results in six of that Add-on. The final cart and Order Confirmation state the quantities purchased.

5.2 Separate lines: Each Add-on is a separate product line at its own price and may be dispatched, cancelled, returned, or refunded independently, subject to any technical dependency disclosed before purchase.

5.3 Component choices: Where a Bundle offers a component choice, the selected component is supplied in place of the default and is identified in the Order Confirmation.

5.4 Configuration price: A configuration price shown on a product page is the merchandise subtotal for the same base quantity, component choices, and Add-ons. It excludes delivery charges, duties, and changes in tax treatment. The merchandise subtotal in the cart for that same selection will not be higher, and may be lower after automatic discounts.

5.5 Final review: The Client must review line quantities, component choices, discounts, delivery charges, and taxes in the cart and at checkout before submitting the Order.

5.6 Incomplete configurations: If an Order contains an Add-on without a disclosed prerequisite, omits a necessary component, or is otherwise internally inconsistent, the Company may ask the Client to correct or complete it before fulfillment. The Company will not add a charge without the Client's express approval. If the Client does not approve a correction, either party may cancel the affected part under Section 7.

Section 6: Prices, VAT, Payment, and Pricing Errors

6.1 Prices are displayed and charged in Euro currency unless the checkout expressly states otherwise. The checkout identifies applicable VAT, delivery charges, and duties before the Order is submitted.

6.2 Payment is due in advance using a payment method offered at checkout. The Company may delay acceptance, Preparation, or dispatch until payment is authorized and received.

6.3 Where Shopify Tax successfully validates an eligible VAT number and the statutory conditions for an intra-EU cross-border reverse charge are met, the checkout may remove VAT and the Client is responsible for accounting for it. If validation fails, is unavailable, or the transaction is ineligible, VAT remains charged. The Company does not promise a manual or retrospective checkout exemption.

6.4 A Business Customer must provide complete and accurate company, VAT, invoicing, and delivery information before submitting the Order. The Company may issue a corrected invoice where required by law.

6.5 Notwithstanding any automated electronic receipt, order confirmation, or automated capture of payment by the Shop's e-commerce platform, all Orders remain subject to final pricing verification by the

Company. If the Shop contains a pricing, tax, or product-listing error, the Company expressly reserves the right to decline or cancel the affected Order prior to dispatch or App supply, regardless of whether funds have already been processed and collected. In the event of a pricing discrepancy, the Company is under no obligation to fulfill the Order at the incorrect price. Upon cancellation, the Company will promptly notify the Client of the error and issue a full refund of all amounts paid to the original payment method. If the Client is a Consumer, this does not affect rights that have already arisen under mandatory law.

6.6 Payment-provider currency conversion, card charges, or exchange-rate differences are imposed by the relevant provider and are not part of the Company's price.

Section 7: Just-in-Time Fulfilment, Lead Times, and Order Cancellation

7.1 The Company operates a just-in-time fulfilment model and does not normally hold inventory of every Good. After an Order is placed, the Company may source Goods from Suppliers. Supplier availability and lead time therefore form part of the overall delivery time.

7.2 Delivery dates and lead times communicated before or after an Order are estimates unless a specific date is expressly guaranteed in the Order Confirmation.

7.3 If the Company learns that an estimate cannot be met, it will inform the Client without undue delay and provide an updated estimate where reasonably possible.

7.4 As a voluntary right additional to statutory rights, the Client may cancel an affected unfulfilled part without charge until the earlier of: (a) the Company committing to a non-cancellable Supplier order for it; or (b) the Company beginning Preparation. The Company will identify the applicable cutoff on request. Cancellation after that point requires a statutory right, the Company's agreement, or another express contractual right.

7.5 The voluntary cutoff in Section 7.4 does not affect a Consumer's statutory rights concerning delayed delivery, non-conformity, or withdrawal.

7.6 Unless a different timeframe is expressly agreed at checkout, Goods ordered by a Consumer will be delivered without undue delay and no later than thirty (30) days from the date the Agreement is concluded. If the Company fails to deliver within this timeframe, the Consumer may request delivery within an additional period appropriate to the circumstances. If delivery is not completed within that additional period, the Consumer is entitled to terminate the Agreement and receive a full refund of all payments made. The Consumer may terminate the Agreement immediately (without granting an additional period) if the Company has refused to deliver the Goods, or if a specific delivery deadline was expressly agreed as essential before contract formation.

7.7 The Company may cancel an affected part before dispatch or App supply if it cannot obtain a required item on commercially reasonable terms, fulfillment would be unlawful, payment fails, or Section 6.5 applies. It will refund the cancelled amount, including any delivery charge solely attributable to it, without undue delay.

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Section 8: Delivery, Passing of Risk, and Inspection on Receipt

8.1 Physical Goods are delivered only to destinations offered at checkout. An App-only Order has no physical delivery.

8.2 For a Consumer, risk passes when the Consumer or a third party designated by the Consumer, other than the Carrier, takes physical possession. If the Consumer independently commissions a carrier not offered by the Company, risk passes when the Goods are handed to that carrier.

8.3 For a Business Customer, risk passes when the Goods are handed to the Carrier, unless the Order Confirmation states otherwise.

8.4 Title to Goods passes when the Company has received full payment for them. Passing of title does not change the risk rules in Sections 8.2 and 8.3.

8.5 The Client should inspect the shipment promptly and report transport damage, missing items, or an incorrect shipment to support@baseworks.tech, preferably with photographs and packaging details. A failure to report promptly does not remove a Consumer's conformity rights.

8.6 A Business Customer must report visible shortage or transport damage within three Business Days after receipt. This does not exclude a defect that could not reasonably have been discovered within that period or a right that cannot lawfully be excluded.

8.7 The Client must provide an accurate delivery address and reasonable access for delivery. Additional costs caused by an inaccurate address, refused delivery, or repeated failed delivery may be charged to a Business Customer and, where permitted by law and disclosed, to a Consumer.

Section 9: Ecosystem Preparation and Opened Packaging

9.1 Preparation may include unpacking, visual inspection, powering on, installing or updating software and firmware, applying configuration, connecting components, and testing intended integration.

9.2 Manufacturer packaging or factory seals may be opened before delivery where necessary for Preparation. This disclosure also appears on affected product pages or the Order Confirmation.

9.3 Unless the Order Confirmation expressly says otherwise, prepared Goods are sold as new. They have been handled only as reasonably necessary for Preparation. Opened packaging does not make them second-hand or refurbished and does not reduce conformity rights.

9.4 Preparation reflects the software, firmware, configuration, and patches available to the Company at the time the work is performed. Updates after supply are governed by Section 10.

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9.5 The Company prepares only Goods it supplies unless it separately agrees in writing to work on Client-owned equipment.

9.6 Preparation is not treated by the Company as making catalogue Goods to the Consumer's specifications for the purpose of excluding the statutory withdrawal right. Section 14 therefore remains applicable to prepared Bundles and Ecosystems.

Section 10: Software Licence, Delivery, and Updates

10.1 Licence Grant. Upon full payment, the Company grants the purchasing household or legal entity a non-exclusive, non-sublicensable, perpetual licence to install and use each purchased App for its own internal purposes across any number of Ecosystems owned or controlled by that household or entity, subject to Section 10.4.

10.2 Corporate and Business Use. A Business Customer may permit its personnel and contractors acting on its behalf to use the App internally. Those users receive no independent licence, and the Business Customer remains fully responsible for their compliance with these Terms.

10.3 One-off Licence. Each App is licensed separately for a one-off fee and is not a subscription product. No recurring fee is required merely to keep the licence in force.

10.4 Licence Transfer with Hardware. A standalone software licence is non-transferable as an independent right. However, where an App is supplied preinstalled on, or configured for use with, a specific physical Goods or Ecosystem unit, the licence transfers automatically to the new owner or controller upon a valid transfer of that physical unit. The original Client retains no right to use or copy the App following such transfer.

10.5 Ownership of Intellectual Property. Apps are licensed, not sold. Intellectual property in the Apps, the baseworks.tech operating environment, documentation, specifications, and manuals remains exclusively with the Company or its licensors.

10.6 Delivery and Supply. An App is deemed supplied when the Company makes it available for download or installation, installs it in an existing Ecosystem, or supplies it preinstalled on Goods, as specified in the Order Confirmation.

10.7 Consumer Right of Withdrawal for Digital Content. A standalone App purchased by a Consumer is supplied during the statutory withdrawal period only after the Consumer expressly requests immediate performance and acknowledges that the right of withdrawal will be lost once supply begins. The Company records those declarations and confirms them on a durable medium.

10.8 Bundled Digital Content. A preinstalled App supplied within a Bundle or Ecosystem does not shorten or extinguish the Consumer's right of withdrawal regarding the accompanying physical Goods. Sections 14 and 15 apply to the overall Bundle or Ecosystem.

10.9 System Prerequisites. The Client is responsible for ensuring its hardware, operating system, network, or third-party software meets the prerequisites disclosed on the product page prior to order

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submission. The Company is not liable for non-performance caused solely by an incompatible operating environment.

10.10 Statutory Conformity and Security Updates. For Consumer orders, the Company will notify and supply conformity and security updates necessary to keep the App in conformity for the period the Consumer may reasonably expect, taking into account the App's nature and purpose. This represents the statutory requirement for digital content supply and does not constitute a fixed commercial support agreement.

10.11 Failure to Install Updates. If the Consumer fails to install a supplied conformity update within a reasonable time after receiving adequate instructions and notice of the consequences, the Company is not liable for any lack of conformity resulting solely from that failure.

10.12 Permitted Modifications. The Company may modify an App beyond necessary conformity updates where there is a valid operational reason, provided the modification is made at no additional cost to the Client and the Client is informed in a clear and understandable manner. Mandatory Consumer rights regarding advance notice, continued access, termination, or refunds remain unaffected.

10.13 Prohibited Uses. Except as permitted by mandatory law (including reverse engineering necessary for interoperability), the Client must not sell, sublicense, rent, lease, distribute, or publicly host an App separate from its designated hardware; circumvent security controls; remove proprietary notices; or reverse engineer, decompile, or disassemble the software.

Section 11: Third-Party Software, Open Source, and Hardware Manufacturers

11.1 Apps and Ecosystems may incorporate or depend on independent third-party software, including Debian GNU/Linux, Home Assistant, and MikroTik RouterOS. Third-party software is governed by its own licence. Those terms prevail over these Terms for the material they cover.

11.2 The Company does not sell ownership of third-party software. It sells its own App, configuration, integration, Preparation, or support as identified in the Order Confirmation. Third-party names and marks remain with their respective owners.

11.3 A baseworks.tech Company product does not remove or override licence levels, capacity restrictions, service terms, account requirements, or other conditions imposed by a third-party platform.

11.4 A Consumer's conformity rights are rights against the Company as seller and are not reduced by a manufacturer warranty.

11.5 No additional Company commercial warranty is given. For a Business Customer, a transferable manufacturer warranty is passed through where the manufacturer makes one available and permits transfer. Otherwise, the Business Customer retains the contractual rights stated in these Terms and any rights that cannot lawfully be excluded, but receives no fixed-duration Company commercial warranty.

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11.6 The Client must comply with third-party licences and service terms relevant to its use. The Company will make applicable notices available with the product, App, or documentation where required.

Section 12: Support Scope and What Is Not Supported

12.1 The Company provides reasonable support for installation, configuration, and intended operation of the products it supplies through support@baseworks.tech during normal business hours in the Netherlands. No response time, resolution time, or availability level is promised unless a separate written support agreement applies.

12.2 Unless expressly agreed, support generally excludes: (a) general platform support for third-party software; (b) Client-created configurations outside the supplied configuration; (c) third-party devices, services, or integrations not supplied by the Company; (d) communication technologies not included in the supplied configuration; and (e) low-level system administration performed by the Client.

12.3 The Company may make reasonable efforts to assist outside Section 12.1 but does so without creating an ongoing obligation.

12.4 Uptime figures, temperature, noise, power consumption, range, coverage, throughput, and similar observations published by the Company are observations from identified deployments unless expressly guaranteed. They are not performance guarantees.

Section 13: Conformity, Legal Guarantee, and Remedies

13.1 Products will conform to the Agreement and satisfy applicable statutory requirements concerning description, quality, functionality, compatibility, safety, durability, updates, accessories, instructions, and ordinary or expressly accepted particular purposes.

13.2 A Consumer has the statutory legal guarantee of conformity under Dutch law implementing Directives (EU) 2019/771 and (EU) 2019/770. Nothing in these Terms shortens, limits, or makes conditional the period or burden-of-proof rules provided by mandatory law.

13.3 Where a product supplied to a Consumer does not conform, the Consumer may require repair or replacement free of charge, unless the chosen remedy is impossible or disproportionate. If conformity is not restored within a reasonable time and without significant inconvenience, or where mandatory law otherwise permits, the Consumer may obtain a proportionate price reduction or terminate the affected Agreement.

13.4 A Consumer may contact support@baseworks.tech with the Order identifier, a description of the issue, and available evidence. The Company may reasonably inspect the affected product and provide return or diagnostic instructions, without imposing a cost that mandatory law allocates to the Company.

13.5 For a Business Customer, the Company will, at its option and within a reasonable time, repair, replace, re-supply, or refund the affected product where the Business Customer proves it failed to conform at delivery or supply. This clause does not create a fixed twelve-month Company warranty and does not limit non-excludable rights.

13.6 A conformity claim does not cover normal wear or a fault caused solely by misuse, unsuitable power, liquid exposure, environmental conditions outside disclosed specifications, unauthorized modification, or a Client-created configuration, except where the act was reasonably necessary, caused by inadequate instructions, or is otherwise protected by law.

Section 14: Consumer Withdrawal Rights

14.1 This Section applies only to a Consumer who concludes the Agreement at a distance or away from business premises. It does not apply to a Business Customer unless the Company agrees otherwise.

14.2 For Goods, the Consumer normally has fourteen calendar days from the day the Consumer or a designated third party other than the Carrier takes physical possession to withdraw without giving a reason. For multiple Goods delivered separately under one Order, the period runs from receipt of the last Good, lot, or piece as applicable.

14.3 For a standalone App, the Consumer normally has fourteen calendar days from the conclusion of the Agreement to withdraw.

14.4 The withdrawal right for an App supplied without a tangible medium is lost once supply begins only if the Consumer first: (a) expressly consents to supply beginning during the withdrawal period; (b) acknowledges that the right will be lost once supply begins; and (c) receives confirmation of the Agreement and declarations on a durable medium.

14.5 Section 14.4 applies to the standalone App, not to Goods in a Bundle or Ecosystem that contains preinstalled software. Prepared Bundles and Ecosystems remain withdrawable under Section 14.2.

14.6 To withdraw, the Consumer must inform the Company by an unequivocal statement before the period expires. The Consumer may use the continuously available Cancellation functionality at https://shop.baseworks.tech/pages/withdrawal, email support@baseworks.tech, send a letter to the postal address in Section 1.1, or use the model form in Section 25.3.

14.7 The online withdrawal function requests the Consumer's name, Order or contract identifier, confirmation email, and optional explanation. The final action is labelled "Confirm withdrawal". After submission, the Company provides an acknowledgement on a durable medium containing the submitted statement and its date and time without undue delay.

14.8 The Consumer must send Goods back without undue delay and no later than fourteen days after communicating withdrawal. Unless the Company offered to bear them, the Consumer bears the direct return costs.

14.9 The Company reimburses payments received for the withdrawn Agreement, including the least expensive standard outbound delivery offered, without undue delay and no later than fourteen days after being informed. It may withhold reimbursement for Goods until it receives them or the Consumer supplies evidence of return, whichever occurs first.

14.10 Reimbursement uses the original payment method unless the Consumer expressly agrees otherwise and incurs no fee from the Company.

14.11 Statutory exceptions to withdrawal continue to apply where their conditions are met. The Company does not rely on the made-to-the-consumer's-specifications exception merely because it prepared a catalogue Bundle or Ecosystem.

Section 15: Returns, Refunds, and Diminished Value

15.1 Before returning Goods, the Client should contact support@baseworks.tech for the correct return address and practical instructions. The Client should retain proof of handover to the return carrier.

15.2 Goods should be returned complete with supplied components, cables, adapters, storage media, accessories, and documentation. Missing parts may be reflected only to the extent permitted by law.

15.3 A Consumer is liable only for diminished value resulting from handling beyond what is necessary to establish the Goods' nature, characteristics, and functioning. If the Company applies a deduction, it will explain the amount and basis in writing.

15.4 Powering on, installing a supplied App, and reasonably testing intended operation do not by themselves exceed necessary handling. Damage, permanent alteration, avoidable contamination, loss of components, or use materially beyond inspection may reduce value.

15.5 Storage media returned to the Company may be erased and re-imaged. The Client must remove or back up personal and business data before return. The Company is not responsible for restoring data that the Client leaves on returned media, except where liability cannot lawfully be excluded.

15.6 A return made because of non-conformity is governed by Section 13 and mandatory law, including allocation of reasonable return costs. It is not treated as a discretionary return.

15.7 Any voluntary return policy shown in the Shop supplements these Terms and does not restrict statutory rights.

Section 16: Acceptable Use, Prohibited Use, and Export Control

16.1 Products are supplied for lawful use in ordinary residential, commercial, workshop, laboratory, and comparable environments within disclosed specifications.

16.2 Products are not designed, tested, or certified for life support, medical diagnosis or treatment, emergency alarm, life safety, aviation, nuclear control, or another application in which failure could reasonably lead to death, personal injury, or severe environmental or property damage.

16.3 Sensor measurements and derived information are indicative decision-support information. They are not accredited testing, a statutory compliance audit, medical advice, engineering certification, or a guarantee that premises are safe or free from hazards.

16.4 A Client observing an environment occupied by others is responsible for a lawful basis and for any workplace notice, consultation, data-protection assessment, or consent required for that use.

16.5 The Client must not use a product for unlawful surveillance, discrimination, employee scoring contrary to law, unauthorized access, interference with systems, or infringement of another person's rights.

16.6 The Client must comply with applicable export-control, import, sanctions, and trade laws and must not export, re-export, transfer, or use products in breach of them.

Section 17: Privacy and Data Protection

17.1 The Company's processing of personal data for Shop Orders is governed by the latest Privacy and Data Protection Policy available at https://www.baseworks.tech/policies/.

17.2 For an ordinary Shop sale, the Company processes Order, payment, delivery, fraud-prevention, support, withdrawal, and compliance data as an independent controller. No data processing addendum forms part of these Terms.

17.3 A Client must not provide personal data it is not entitled to provide. A Business Customer is responsible for notices and lawful instructions concerning data of its personnel, contractors, recipients, and users.

17.4 Privacy questions and data-subject requests may be sent to privacy@baseworks.tech.

Section 18: Intellectual Property

18.1 The Company or its licensors own all intellectual property in baseworks.tech Apps, documentation, designs, configuration methods, trademarks, Shop content, specifications, and materials, except for third-party material identified as such.

18.2 Purchase of Goods transfers ownership of the physical Goods in accordance with Section 8.4 but does not transfer intellectual property in the Goods, firmware, Apps, documentation, or branding.

18.3 The Client receives only the licence expressly granted in Section 10 and any rights granted under applicable third-party licences.

18.4 The Client may use supplied documentation internally with the purchased products and make reasonable backup copies. It may not publish, resell, or commercially exploit baseworks.tech documentation except with written permission or as mandatory law allows.

18.5 Feedback may be used by the Company without obligation, provided that the Company does not identify the Client publicly or disclose confidential information without permission.

Section 19: Liability

19.1 Nothing in the Agreement excludes or limits liability for fraud, wilful misconduct, gross negligence, death or personal injury caused by negligence, breach of a mandatory statutory obligation, or any liability that cannot lawfully be excluded or limited.

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19.2 Consumer liability is governed by mandatory law. Any limitation in this Section applies to a Consumer only to the extent it is fair, transparent, and legally permitted.

19.3 For a Business Customer only, the Company's total aggregate liability arising from or connected with a specific Order, whether in contract, tort, negligence, breach of statutory duty, or otherwise, will not exceed the total price actually paid for that Order.

19.4 For a Business Customer only, and to the maximum extent permitted by law, the Company is not liable for loss of profit, revenue, anticipated savings, business opportunity, goodwill, or for indirect, special, or consequential loss.

19.5 The Company is not liable for loss caused solely by an unsupported environment, Client modification, failure to install an adequately supplied update, unlawful use, third-party outage, or use contrary to disclosed instructions, except to the extent the Company caused or should legally bear that loss.

19.6 A party seeking recovery must take reasonable steps to mitigate avoidable loss.

Section 20: Business Customer Indemnity

20.1 This Section applies only to a Business Customer.

20.2 The Business Customer will indemnify the Company against third-party claims, reasonable external costs, and direct losses arising from: (a) the Business Customer's unlawful monitoring or processing of personal data; (b) its breach of an export-control or sanctions obligation; (c) its prohibited use or material misuse of a product; or (d) material it instructs the Company to install or configure that infringes third-party rights.

20.3 The indemnity does not apply to the extent a claim results from the Company's breach, negligence, wilful misconduct, or failure to follow lawful written instructions.

20.4 The Company will notify the Business Customer promptly of an indemnified claim, allow reasonable participation in the defence, and not agree to a settlement imposing non-monetary obligations on the Business Customer without consent, not to be unreasonably withheld.

Section 21: Force Majeure

21.1 Neither party is liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, epidemic, war, terrorism, civil disturbance, government action, sanctions, transport disruption, utility or network failure, labour dispute not limited to that party's own workforce, Supplier failure, or component shortage.

21.2 The affected party will notify the other where reasonably possible, use reasonable efforts to reduce the effect, and resume performance when able.

21.3 A force-majeure event does not excuse payment already due. It does not restrict a Consumer's mandatory delivery, termination, refund, or conformity rights.

21.4 If material performance remains prevented for more than thirty (30) days, either party may terminate the affected unperformed part by written notice, and the Company will refund amounts paid for that part.

Section 22: Suspension and Termination

22.1 The Company may suspend App supply, support, or other continuing performance where payment is overdue, the Client materially breaches Sections 10 or 16, continued performance would be unlawful or insecure, or suspension is reasonably necessary to prevent material harm.

22.2 Where reasonably possible, the Company will give notice and an opportunity to remedy before suspension. Immediate suspension is permitted where necessary for security, safety, law, or prevention of material harm.

22.3 Either party may terminate an unperformed continuing obligation for a material breach not remedied within fourteen (14) days after written notice, or immediately where the breach cannot be remedied or the other party becomes insolvent, subject to mandatory insolvency law.

22.4 Termination does not affect accrued rights. A paid perpetual App licence survives unless lawfully terminated for the Client's material licence breach. A Consumer retains any mandatory remedy or continued-use right.

22.5 Sections intended by their nature to survive, including licence restrictions, intellectual property, liability, indemnity, governing law, and accrued payment obligations, remain effective.

Section 23: Complaints and Dispute Handling

23.1 Product, delivery, support, return, and withdrawal complaints may be sent to support@baseworks.tech. Privacy complaints may be sent to privacy@baseworks.tech. Postal complaints may be sent to the address in Section 1.1.

23.2 The Client should include the Order identifier, relevant dates, the requested resolution, and available evidence. The Company will acknowledge and handle complaints in good faith within a reasonable time.

23.3 The parties will first try to resolve a dispute informally. This does not delay or remove a Consumer's right to exercise withdrawal, conformity remedies, chargeback rights, seek urgent relief, or use a competent authority or court.

23.4 The Company is not presently committed to one named consumer ADR body. Where appropriate, it may agree case by case to submit a dispute to a recognized, competent ADR body. Agreement to one case does not create a standing commitment for other cases.

Section 24: Governing Law and Jurisdiction

24.1 The Agreement is governed by Dutch law.

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24.2 A Consumer also retains the protection of mandatory law of the country in which the Consumer habitually resides where that law applies, and may bring proceedings in any court available under mandatory jurisdiction rules.

24.3 For a Business Customer, the courts of The Hague, Netherlands, have exclusive jurisdiction, except that the Company may seek interim or protective relief in another competent court.

24.4 The United Nations Convention on Contracts for the International Sale of Goods is excluded for Business Customers to the extent legally permitted.

Section 25: General Provisions and Annexes

25.1 Third-Party Licence and Manufacturer Notices

The product page, documentation, App distribution, or accompanying notices identify applicable third-party components and licence texts. These may include Debian and other open-source packages under their respective licences; Home Assistant components under applicable open-source terms; MikroTik RouterOS under MikroTik's licence and device licence level; and firmware or software supplied by hardware manufacturers. Manufacturer names and trademarks identify compatibility or origin and do not imply endorsement. The relevant third-party licence governs the third-party material.

25.2 Checkout and Recorded Declarations

25.2.1 For every storefront Order, the Client must actively select an unticked control stating: "I have read and accept Shop Terms and acknowledge the Privacy and Data Protection Policy."

25.2.2 Where the cart contains an App requiring immediate digital supply consent, the Client must also actively select two separate unticked controls stating: "I expressly request that App supply begin during my withdrawal period." and "I understand that I lose my withdrawal right for the App once supply begins."

25.2.3 The Client must not deliberately alter, disable, script around, or otherwise circumvent the Shop's required acceptance and consent controls. Use of assistive technology or another ordering method expressly offered by the Company is not prohibited. If an Order reaches the Company without the required declarations, the Company may hold it pending clarification and request the Client's actual acceptance or declarations before proceeding, or reject the Order before accepting it and refund any payment received. Missing declarations are not treated as given. Standalone App supply will not begin during the withdrawal period unless the required express request and acknowledgement have actually been obtained and confirmed on a durable medium. Nothing in this clause removes mandatory consumer rights or permits the Company to treat circumvention as consent.

25.3 Model Consumer Withdrawal Form

Complete and return this form only if you wish to withdraw from the Agreement.

To: baseworks.tech, Box E1586, Oder 20, 2491 DC Den Haag, Netherlands; support@baseworks.tech

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I/We hereby give notice that I/We withdraw from my/our contract of sale of the following goods / for the supply of the following digital content:

Product(s): _____

Order or contract identifier: _____

Ordered on / received on: _____

Consumer name: _____

Consumer address: _____

Confirmation email: _____

Signature (only if this form is submitted on paper): _____

Date: _____

25.4 Order Confirmation Contents

The Order Confirmation identifies the Order and its date and confirms the declarations actually received from the Client, including any express request for immediate App supply and acknowledgement concerning loss of the withdrawal right. Missing declarations are not treated as having been given.

The applicable Terms are those accepted for the Order. Current and previous versions, identified by their effective dates, are available at https://www.baseworks.tech/policies. Later published versions do not replace the Terms applicable to an existing Order.

The Company provides the applicable Terms and legally required contract-confirmation information by email or another durable medium within a reasonable time after the Agreement is concluded, and no later than delivery of the Goods or before performance of a service begins. For immediate App supply, the required confirmation is provided before supply begins. The policies-page link is an additional reference and does not replace information that must be provided on a durable medium.

25.5 Notices

Notices under the Agreement must be sent to the contact details in the Order Confirmation or these Terms. Email is treated as received when it reaches the recipient's mail system without an automated failure notice; post is treated as received when delivered. This does not restrict an online withdrawal submitted under Section 14.7.

25.6 Severability

If a provision is unlawful or unenforceable, it will be read down to the minimum extent necessary or severed, and the remaining provisions continue. The parties will replace it with a lawful provision that most closely reflects its purpose, without reducing a Consumer's mandatory rights.

25.7 Entire Agreement

The Agreement contains the entire agreement concerning the Order and replaces prior discussions about it. This does not exclude liability for fraud or a statutory right arising from pre-contract information or public statements.

25.8 Assignment and No Waiver

Except as permitted by Section 10.4 or mandatory law, the Client may not assign the Agreement or transfer an App licence to another household or entity without the Company's written consent. A transfer permitted by Section 10.4 does not require separate written consent, provided its conditions are satisfied.

The Company may assign the Agreement as part of a transfer of its business, provided this does not reduce the Consumer's contractual or statutory rights. A delay or failure to enforce a right does not constitute a waiver of that right.

25.9 Governing Language

English is the only language in which these Terms are issued. Any future translation is provided only for convenience. If a translation differs from the English text, the English text prevails to the extent legally permitted; mandatory Consumer-language rules remain unaffected.

25.10 Changes and Version Integrity

The Terms accepted for an Order remain applicable to that Order. The Company may publish revised Terms for future Orders. A later version does not change an existing Agreement unless the parties lawfully agree otherwise.

Current and previous versions are available at https://www.baseworks.tech/policies, identified by their effective dates. The Company will preserve unchanged and keep accessible on that page every version that has applied to an Order.

25.11 No Third-Party Beneficiaries

Except where mandatory law provides otherwise, the Agreement creates rights only for the Company and the Client.

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