

## Article 1 Appropriateness of the General Terms

1.1 These General Terms apply to all offers and all agreements to perform work or carry out purchase and sale transactions which have been made or concluded by staff members of Streetlife BV, unless the parties have expressly agreed otherwise in writing.

1.2 In these General Terms, the offering / selling party is referred to as 'Streetlife' and the other / receiving party is referred to as 'the customer'.

1.3 The standard General Terms of the customer do not apply to any contract between Streetlife and the customer unless Streetlife has agreed in writing to accept these.

## Article 2 Offers

2.1 All offers, regardless of their form, are without obligation until an order issuing from these has become binding as described in Article 3 of this agreement.

2.2 Streetlife is not liable for any damage caused by inaccuracies in any advice and information provided concerning the supply of products, except in cases of proven gross negligence and intent.

2.3 All drawings, sketches, schemes, samples, models, etc. created by Streetlife in the framework of an offer or an order are the property of Streetlife and remain so even after the agreement has been fully implemented. The drawings etc. may not be copied, either wholly or partly, or shown or made available to third parties, for any goal or purpose whatsoever, without written permission from Streetlife. The customer is responsible to Streetlife for any (financial) damage that may arise as a result of third parties having access to drawings etc. The drawings etc. must be returned to Streetlife directly at the first request.

2.4 All offers are based on the data, drawings etc. provided by the customer at Streetlife's request. Streetlife assumes this information to be accurate. Streetlife is not liable for any (financial) damage resulting from any inaccuracies in this information.

2.5 In the case of an order ultimately not being given to Streetlife, Streetlife has the right to reclaim from the customer the costs necessarily incurred in order to make the offer.

2.6 All prices apply to the supply of products from the warehouse or factory, including packing but excluding VAT, unless otherwise agreed. From the moment the goods leave the warehouse or the factory, the customer is responsible for any risk that the goods may undergo, and should insure this risk adequately.

2.7 If any costs due, such as transport costs, import and export duties, or station, storage, security and Customs clearance costs, taxes or other levies, as determined in the agreement, are introduced or increased after the conclusion of the agreement, these will be met by the customer, as will be the consequences of any change in currency exchange rates, unless explicitly agreed otherwise.

## Article 3 Orders and other agreements

3.1 Streetlife will only regard an order as binding when Streetlife has accepted it without reservation, in writing. The foregoing applies to all ensuing agreements and to alterations to existing agreements.

3.2 If, after the acceptance of an order, circumstances arise which influence the cost price of products, such as changes in the price of raw materials, wages, currency rates, import duties, etc., Streetlife reserves the right to pass on these alterations in price to the customer. The customer will be informed of such occurrences.

3.3 If, after the acceptance of the order, the customer specifies modifications to which Streetlife cannot agree, or if the order is wholly or partly cancelled, the customer will be liable for all the costs already incurred, along with an amount equal to the loss of earnings and

further underutilisation losses incurred by Streetlife.

3.4 If the customer cancels an order, the customer is liable for all the costs incurred by Streetlife, including an amount equal to the loss of earnings and underutilisation losses. Cancellation is only possible after written permission from Streetlife.

3.5 Prior to or during the delivery of articles or during work executed in compliance with the agreement, Streetlife is always empowered to check whether or not, in Streetlife's opinion, there is sufficient security for the fulfilment of the customer's obligation to pay. This provision also applies in cases where credit has been agreed. Streetlife is entitled to suspend the execution of work until the specified security has been given. Refusal by the customer to provide the specified security allows Streetlife the right to declare, in writing, that the agreement has been annulled, without prejudicing Streetlife's right to compensation for any costs incurred and subsequent loss of earnings.

3.6 Streetlife is entitled to call in third parties in the execution of an order.

## Article 4 Provisions concerning customer-oriented products

4.1 Streetlife is not liable for inaccuracies in data, drawings, etc., or advice provided by or on behalf of the customer for use in the execution of the agreement. Streetlife is not obliged to check any data or documents provided by the customer or third parties acting on behalf of the customer, and assumes that these are accurate. With respect to the foregoing, the customer indemnifies Streetlife against any claims from third parties that may issue from the inaccuracies mentioned.

4.2 Any materials and/or components that have been made available to Streetlife by the customer or by a third party acting on behalf of the customer, for the purpose of adding these to or assimilating these in the articles to be manufactured by Streetlife, must be delivered to Streetlife in good time, free of charge and prepaid, along with a surplus of 10% above the necessary quantity.

The customer is responsible for the goods made available in this way and for the practical usability of these. Streetlife assumes, without further research, that these materials and/or components can be applied, assembled or assimilated without difficulty in or on the products to be fabricated by Streetlife, unless other conditions have been clearly stated and agreed in writing. If the intended goods are delivered too late or if Streetlife cannot apply these to its product(s), which leads to a standstill in production, the customer will be liable for all the damage incurred by Streetlife as a result of this standstill.

4.3 With regard to serial production, Streetlife will initiate the production after the prototype supplied by Streetlife has been approved by the customer in writing or Streetlife has confirmed the customer's approval in writing. With regard to the manufacture of articles by means of a matrix, tools, etc., Streetlife will initiate the production after a trial series or sample has been approved by the customer in writing or Streetlife has confirmed the customer's approval in writing.

## Article 5 Matrices, tools, etc.

5.1 If Streetlife has to obtain (auxiliary) tools in order to fabricate a matrix, Streetlife will only begin fabricating the matrix after the customer has paid Streetlife the agreed contribution to the costs of the fabrication. Similarly, Streetlife will only begin on any process of alteration, improvement or repair etc. after the due costs (estimated if necessary) of this process have been paid. If no sum has been explicitly agreed for the work performed, the customer will pay Streetlife, directly at the first request, an advance specified by Streetlife.

5.2 Matrices etc., either wholly or partly fabricated by Streetlife, for which the customer has paid the agreed costs, become the property of the customer at the moment at which they are applied by Streetlife to manufacture the article(s) in question.

5.3 These matrices etc. will be stored by Streetlife if they are not used for production and need not be returned to the customer, who must request their return in writing, before two years have elapsed after the delivery of and/or payment for the last article manufactured by means of these matrices etc.

5.4 The customer is obliged to collect the matrices etc. from Streetlife within three years of delivery of the last order. If this does not occur within this period, Streetlife will specify a term in writing within which the matrices etc. may still be collected. If the customer does not react to this proposal in good time, Streetlife is entitled to destroy the matrices etc., without any obligation to pay any compensation to the customer for this course of action. The customer is obliged to pay any costs that Streetlife may incur in destroying the matrices etc.

5.5 In cases in which the customer supplies the matrices etc., these will be returned immediately at the customer's request but only after all receivables, arising from any reason whatsoever, have been paid.

5.6 Streetlife is not liable for the loss or damage of matrices etc. except in cases of gross negligence or intent on the part of Streetlife. Streetlife is not liable for any gross negligence or intent on the part of subcontractors. Streetlife is not obliged to insure any matrices in its possession against damage of any kind.

5.7 If Streetlife is liable for any loss or damage, the matrices will be either repaired or replaced, at Streetlife's discretion. Streetlife is not obliged to meet any further liabilities or to pay any further damages.

5.8 With regard to the use of matrices etc. fabricated by Streetlife, there is a guarantee period of two years or an explicitly agreed number of articles that can be produced by means of these matrices.

The above-mentioned guarantee will lapse if the matrices etc. are altered by the customer or a third party, without Streetlife having commissioned or approved such alterations.

5.9 In cases where Streetlife has specified, on the tender or order confirmation, the number of articles or strikings for which the matrix etc. can normally be used, the matrix etc. will be regarded as being no longer suitable for further production after the specified number of articles has been manufactured.

If such a specification has not taken place at the tendering or confirmation of the order, Streetlife will inform the customer as soon as a matrix etc. is regarded as being no longer suitable for economically responsible production. In that case, the customer will also be informed of the costs involved in repairing or replacing the matrix etc. In the assessment of the meaning of 'economically responsible production', factors such as technological progress and the adjustment of the company to this progress, in terms of both the volume of production and the labour intensiveness, will be taken into account.

5.10 As long as a matrix etc. is deemed suitable for production as defined according to the above-mentioned criteria and is stored by Streetlife on its premises, all maintenance costs incurred in cases of regular repeat orders for products manufactured using this matrix etc. will be met by Streetlife for a period of two years after the matrix was first used. Matrices etc. that are no longer deemed suitable for production according to the above-mentioned criteria, need not be returned by Streetlife to the customer and may be destroyed without Streetlife being obliged to pay any compensation to the customer.

## Article 6 Delivery

6.1 Delivery times are approximate. If Streetlife fails to deliver the articles as agreed, the customer must declare in writing on the basis of well-founded argument that Streetlife is in default, and subsequently grant Streetlife a term of at least three months to deliver the required articles. If Streetlife still cannot deliver the articles, Streetlife will be officially declared to be in default.

6.2 Delivery occurs from the workplace, fac-

tory, yard, or warehouse, at the discretion of Streetlife. The calculation of delivery time will begin when agreement has been reached on all technical details, when all the data, drawings etc. necessary for the execution of the work have been transferred to Streetlife, and when Streetlife has received the agreed (partial) payment for the work in question.

6.3 Streetlife is deemed to have fulfilled its obligations regarding the quantity of the product to be supplied when it has delivered 3% more or less than the quantity of the product ordered.

6.4 Streetlife is entitled to deliver an order either wholly at one time or successively in parts. In the latter case, Streetlife is authorised to invoice the customer separately for each individual constituent delivery and to request payment for this constituent delivery. If the customer does not fulfil the obligation to pay, Streetlife is entitled to suspend or cancel any remaining constituent delivery (deliveries).

6.5 If, after the expiry of the agreed delivery time, the articles have not been collected by the customer or cannot be assimilated in work being carried out, they remain available to the customer but are stored at the customer's own cost and risk.

6.6 Streetlife is free to choose a suitable method of packing and transport. Any re-usable product packing material will remain the property of Streetlife. The customer will ensure that this packing material will remain at Streetlife's disposal. The customer is liable for any damage to or loss of this material.

6.7 From the moment of dispatch, all articles are transported at the customer's own cost and risk. Even if Streetlife is responsible for the transport, the customer bears the risk for all damage that may occur during transport. The customer ought to insure the articles adequately against this risk.

## Article 7 Provisions concerning ownership

7.1 Streetlife remains the owner of the articles delivered to the customer, even after delivery, wherever they may be. The customer is required to store and maintain the articles for Streetlife as long as the customer has not fulfilled all financial obligations to Streetlife which issue from any agreement whatsoever.

7.2 The customer is obliged to adequately insure the articles delivered to him as long as the ownership provisions, as specified in 7.1, apply to the articles.

7.3 If the customer does not fulfil his obligation to pay or does not comply with any obligations issuing from an agreement with Streetlife, as well as in cases of (or requests for) suspension of payment or bankruptcy, attachment of property, receivership or legal restraint, or liquidation of the customer, Streetlife has the right to annul immediately every agreement with the customer without the intervention of a judicial authority.

7.4 The customer declares in advance to comply with the above-mentioned annulment, for which occurrence the customer now grants Streetlife the right of access to the customer's places of storage and the right to repossess any delivered articles that remain unpaid. This right of repossession does not prejudice Streetlife's right to compensation for any damage, costs, interest and/or loss of earnings that may arise as a consequence of the annulment. In any such case, each claim that Streetlife has upon the customer is wholly and immediately at call.

7.5 In the case of (a request for) suspension of payment or bankruptcy, attachment of property, receivership or legal restraint, or liquidation of the customer, the customer is obliged to inform Streetlife of this fact immediately in writing and to inform the official receiver, attaching bailiff and/or administrator of the conditions of ownership agreed with Streetlife.

7.6 If the customer does not collect and pay the corresponding amount due for any articles that Streetlife is storing for the customer, despite the fact that these have been made

available to the customer, Streetlife is entitled, one month after making these articles available to the customer and after the customer has remained in default, to sell (or allow to be sold) these articles on behalf of the customer with the obligation to pay the yields of the transaction to the customer after deduction of all sums claimed by Streetlife, including storage costs.

#### **Article 8 Payment**

8.1 Payment must be made within 30 days of the invoice date. After the expiry of this term, the customer will be regarded as being officially in default on the sole ground of the expiry of the term of payment, without any further official proof of default having to be submitted.

8.2 If the customer is in default with regard to his obligation to pay, the execution of all accepted orders from the customer will be suspended until full payment has taken place or until a date specified by Streetlife. If any subsequent specified payment date is exceeded, Streetlife is entitled to terminate the execution of the intended order and to claim compensation.

8.3 From the moment that payment ought to have taken place, the customer is due Streetlife interest equal to 1.5% of the sum stated on the invoice for each month or part of a month that exceeds the payment expiry date.

8.4 Payment must be made either in cash at Streetlife's office, or by means of a bank or Giro transfer.

8.5 The customer will be regarded as being in default, without any further official proof of default having to be submitted, on the sole ground of the expiry of the term of payment or on the ground of (a request for) suspension of payment or bankruptcy, attachment of property, receivership or legal restraint, or liquidation of the customer. In such a case, every claim to a discount specified in the framework of the agreement will lapse.

8.6 In addition to the main sum and the corresponding interest, Streetlife is also entitled to claim from the customer all extrajudicial costs that arise from the lack of (punctual) payment. Extrajudicial costs must be paid by the customer when Streetlife has called in the assistance of a third party to recover the sum due and/or the articles in question. This sum will be calculated in accordance with the collecting rates advised by the Dutch Association of Lawyers (Nederlandse Orde van Advocaten). The obligation to pay the extrajudicial costs and the sum in question is based on the sole fact that Streetlife has assured itself of the assistance of a third party in this matter.

8.7.1 Streetlife is entitled to demand that the customer sign a deed of assignment to transfer any claim against Streetlife, to which action the customer will commit himself if Streetlife demands this, with the objective of guaranteeing the payment of any debt(s) due by the customer to Streetlife.

8.8 The right of the customer to balance any possible claims against Streetlife is explicitly excluded.

8.9 If Streetlife requests the bankruptcy of the customer, the latter is liable for the main sum, the interest due on this sum and the extrajudicial costs, along with the costs incurred in requesting bankruptcy.

#### **Article 9 Guarantee**

9.1 Taking into consideration the provisions stipulated elsewhere in these General Terms, Streetlife guarantees both the soundness of the articles delivered and the quality of material used in these articles.

In as much as they may differ from the foregoing, the guarantee provisions specified by the factory will apply to any materials, components and/or articles with manufacturing guarantees from suppliers or contractors.

9.2 If the customer submits a claim in writing and demonstrates that the delivered articles show material or manufacturing flaws within four months of delivery, Streetlife is entitled, after the return of the defective articles, to decide between crediting the customer in full, repairing the defective articles, or delivering new articles. In such cases, Streetlife becomes the

owner of any components and/or articles that are replaced.

The dismantling or assembly of components and/or articles will be done at the customer's cost, as will be all transport costs and travelling and accommodation expenses.

Streetlife is not bound to any other obligations, particularly with reference to any compensation for damages.

The customer is obliged at all times to allow Streetlife the opportunity to repair any defect.

9.3 Defects that arise due to normal wear and tear, or due to improper or incorrect maintenance, or which arise after an alteration or repair by or on behalf of the customer or by a third party, are not covered by the guarantee.

9.4 The guarantee is only valid when the customer has fulfilled all his obligations to Streetlife (both financial and otherwise) or has ensured satisfactory security with regard to these obligations.

#### **Article 10 Liability**

10.1 Streetlife is only liable for any damage incurred by the customer that is the direct and exclusive result of shortcomings on the part of Streetlife, on the understanding that compensation will only relate to the damage against which Streetlife is insured or, in all reasonableness, should have been insured in the light of the norms in this commercial sector.

In this context, the following restrictions must be taken into account:

a. Loss of profits (stoppage of operations, demurrage and other expenses, loss of utilisation, etc.), whatever their cause, will not be compensated. If desired, the customer ought to insure himself against such damages.

b. Streetlife is not liable for any damage (of any kind whatsoever) that is inflicted, as a result of or during the execution of work, on items on which or with which work is being performed, or on items in the proximity of the working site, except in cases where and in as much as Streetlife is insured against such occurrences.

c. Streetlife is not liable for damage caused by any gross negligence or intent on the part of auxiliary personnel.

d. Any damage that Streetlife may be liable to compensate will be mitigated if the price the customer has to pay for the articles is meagre in relation to the size of the damage incurred by the customer.

10.2 Streetlife accepts no liability for the suitability of the delivered articles for purposes that deviate from the intended objectives of the customer or for any applications whatsoever that deviate from the original specifications.

10.3 Any further processing or elaboration of the delivered articles leads irrevocably to the termination of all liability on the part of Streetlife with regard to claimed defects in the delivered products, unless the customer has offered Streetlife a reasonable opportunity to study the complaints.

#### **Article 11 Claims or complaints**

11.1 The customer is obliged to check immediately the delivered articles and/or services with regard to the quantity, the proper execution of the order, and any perceptible defects. Unless there is proof to the contrary, the signing of the delivery note without any notification of protest serves as evidence that the articles have been delivered in the correct quantity, design, and without defects.

Without prejudicing the foregoing, any complaints concerning perceptible defects in the delivered articles must be received by Streetlife, by means of registered mail, within eight working days of receiving the articles. In the absence of this, the customer will lose the right to demand proper fulfilment of the agreement and/or compensation.

11.2 If the customer submits a claim with regard to the quality of the delivered articles, he must allow Streetlife the opportunity to inspect the original packages, bundles or loose materials to which the complaints refer. In the absence of this, the customer will lose the right to demand proper fulfilment of the agreement and/or compensation.

11.3 Claims will not be dealt with in cases in which the customer has not, up to that point,

fulfilled all his obligations to Streetlife, originating from any agreement whatsoever.

#### **Article 12**

##### **Force majeure**

12.1 Streetlife reserves the right to annul an agreement, either partly or wholly, definitively or temporarily, or to complete the agreement at a later date, if it cannot fulfil the agreement as a result of circumstances beyond its control. In such a case, Streetlife will incur no liability for damages. Force majeure covers all external circumstances that impede the execution of the agreement, even if such circumstances could have been foreseen at the time of the conclusion of the agreement.

12.2 If, as the result of the force majeure, the prolongation of the delivery time exceeds three months, Streetlife is entitled to annul, either wholly or partly, the agreement covering the part of the order that has not yet been executed, without incurring any liability for damages. If a partial execution of the order takes place, the customer will pay Streetlife the relevant sum and/or a proportional part of the total price when Streetlife delivers the articles in question. Streetlife is not liable for any direct or indirect damages, of any kind whatsoever, that the customer or a third party may incur as a result of a postponement or annulment issuing from the above-mentioned force majeure.

#### **Article 13**

##### **Industrial ownership rights**

13.1 All documents, drawings, samples, models, products or other items created by Streetlife remain the intellectual property of Streetlife even after delivery to the customer.

13.2 The customer is obliged to inform Streetlife as soon as he is aware of any breach of Streetlife's rights of ownership.

13.3 In the case of the manufacture of articles by Streetlife in accordance with drawings, samples, models or other indications, in the widest sense of the term, which the customer or a third party acting on behalf of the customer has supplied to Streetlife, the customer guarantees that the manufacture and/or delivery of such articles does not infringe any patents or user rights, merchant designs or any rights belonging to third parties. The customer indemnifies Streetlife against any claims that may issue from such manufacture. If a third party objects to the manufacture or delivery of such articles on the grounds of any alleged right as described, Streetlife is entitled, on this sole ground, to terminate the manufacture and/or delivery of such articles and to demand compensation from the customer for the costs incurred, without prejudicing any claims Streetlife may have to any other damages, and without any obligation to pay compensation to the customer. Streetlife is obliged to inform the customer immediately if third parties object to the manufacture and/or delivery of articles intended for the customer.

#### **Article 14**

##### **Applicable law**

14.1 Dutch law is applicable to all Streetlife contracts in which these General Terms are specified.

14.2 All conflicts issuing from offers and agreements, in any form whatsoever, will be referred to the court of civil law in the place of business of Streetlife, unless legal regulations determine otherwise.