

## GENERAL TERMS AND CONDITIONS YOU.FO B.V.

### 1. Definitions

In these general terms and conditions ('Conditions') the following terms have the following meanings:

YOU.FO: the private limited company YOU.FO B.V., with its registered office and principal place of business in Amsterdam;

Client: every natural person or legal entity with whom YOU.FO enters into an Agreement or with whom YOU.FO is in negotiations regarding the concluding of an Agreement;

Agreement: every agreement coming into effect between YOU.FO and Client, each alteration or addition thereto, as well as all acts for the performance of that agreement and, with hindsight, all acts necessary for the entering into of that agreement;

Products: all goods and services which are the subject of an Agreement;

Order: every assignment from Client to YOU.FO in whatever form.

### 2. Applicability

2.1 These Conditions form part of all Agreements and are applicable to all (other) acts and legal acts of YOU.FO and Client.

2.2 Unless the nature or the specific contents of a provision object to this, the provisions of these Conditions also apply, or apply mutatis mutandis, to Agreements in the course of which YOU.FO does not act in its capacity of seller of Products.

2.3 The applicability of any general or specific terms and conditions or clauses of Client are expressly rejected by YOU.FO.

2.4 In case of any uncertainty regarding the contents and meaning of these Conditions, the Dutch version of the text will prevail over the other, translated versions of the text.

### 3. Offers, coming into effect of Agreements and specifications of Products

3.1 Any offer or quotation will not bind YOU.FO and only applies as an invitation for the placing of an Order by Client.

3.2 An Agreement only comes into effect if and insofar as YOU.FO accepts an Order from Client in writing or if YOU.FO executes an Order. If YOU.FO, upon request from Client, carries out any execution prior to the coming into effect of an Agreement, then Client will pay YOU.FO for this in conformity with rates applicable at YOU.FO at that time.

3.3 All statements by YOU.FO that include numbers, measurements, weights or other specifications of the Products including samples, drawings and models are made with care, however YOU.FO does not guarantee the absence of any deviations.

### 4. Amendments and addendums

4.1 Amendments of and addendums to any provision of an Agreement can only be agreed in writing.

4.2 When an amendment or addendum as referred to in 4.1 is agreed, then this amendment or addendum will only apply to the Agreement concerned, unless expressly specified otherwise.

4.3 These Conditions can be amended by a single notification from YOU.FO to Client. In case of absence of objection within 14 days from the notification, the amended Conditions will apply from the day of the notification to all new Agreements as well as to all ongoing Agreements, insofar as these are executed after the day of the notification.

### 5. Prices

5.1 All prices of YOU.FO are stated in euros and are excluding turnover tax.

Unless agreed otherwise, the costs of packaging and dispatch, import and export duties and excise as well as all other duties or taxes imposed or levied with regard to

the Products and the transport thereof are on the account of Client.

5.2 If at any time a change occurs in the factors which can determine the price of the Products - such as, among other things, purchase prices, exchange rates, import and export duties and other duties, insurance rates, freight rates and other duties or taxes owed during import and export - YOU.FO has the right to charge these on to Client, or as the case may be to terminate the Agreement. A price increase within three months from the concluding of the Agreement will give Client the right to terminate the Agreement on this basis. YOU.FO will not be liable for any damage which arises or will arise through this change.

## 6. Payment

6.1 Client will pay the amounts charged to Client without deduction, setoff or suspension within 14 days from the invoice date to YOU.FO. YOU.FO can at all times require advance payments from Client with regard to the Products to be delivered.

6.2 The expiry of one single payment term brings Client into default. In that event, as well as in the event of bankruptcy or (provisional) moratorium of Client, all claims of YOU.FO against Client on the basis of the Agreement concerned, as well as Agreements directly related thereto, will become due and payable with immediate effect.

6.3 Client will be deemed to have acknowledged the invoice as correct and to have accepted the debt if no objection is made thereto in writing within 10 working days after the date of the invoice.

6.4 If payment is not forthcoming after the expiry of a period set forth for this purpose, Client will be obliged to pay to YOU.FO extrajudicial costs which are hereby agreed and recorded at 15% of the principal sum with a minimum of EUR 100 for every partially or entirely outstanding unpaid invoice, all this excluding turnover tax.

6.5 Payments by Client will be in succession applied firstly to settle the extrajudicial collection charges, the judicial costs and the interest owed by Client, and subsequently to settle the principal sums in order of the length of time that they have been outstanding.

## 7. Delivery; term of delivery and risk transfer

7.1 The term of delivery stated by YOU.FO is not a final deadline and is only indicative. The term of delivery is, among other things, based on the proper fulfilment in a timely manner by third parties of agreements made with YOU.FO.

7.2 The term of delivery does not commence until the date of the acceptance in writing of the Order by YOU.FO.

7.3 In case of exceeding of the period Client will not have any right to any compensation in this respect.

7.4 YOU.FO retains the right, at all times, to execute partial delivery.

7.5 All deliveries will take place - with the exception of a contrary arrangement - ex works. Even if YOU.FO organises the packaging and/or the loading and/or the transport for Client the risk and the costs are on the account of Client, unless a contrary arrangement is in place.

## 8. Retention of title

The ownership of the Products only transfers, notwithstanding the actual delivery, to Client after Client has paid all claims of YOU.FO concerning the consideration for the Products delivered, or to be delivered, by YOU.FO to Client pursuant to the Agreement or work carried out or to be carried out also for the benefit of Client pursuant to such an Agreement, as well as with regard to claims by reason of shortcomings in the performance of such Agreements.

## 9. Inspection and complaints

9.1 Client is obliged to inspect, or have inspected, the Products immediately after arrival at the destination or, if this takes place earlier, after receipt by or on behalf of Client.

9.2 If the Products do not conform with the Agreement then Client must inform YOU.FO promptly and in writing of this - and in all events within 5 days from arrival, or as the case may be if it concerns defects which could not have been reasonably discovered within this period, promptly after the discovery thereof.

9.3 If Client does not fulfil the aforesaid obligation, then all possible remedies will be lost which (would) ensue by law from the fact that the delivery does not conform with the Agreement.

9.4 Legal actions and defences, based on facts which would justify the argument that the Products do not conform with the Agreement, will lapse after the passing of 1 year from the notification given in accordance with second subclause.

## 10. Force majeure

10.1 Force majeure on the part of YOU.FO includes every circumstance beyond the control of YOU.FO as a result of which its fulfilment of its obligations towards Client are wholly or in part prevented, or as a result of which the fulfilment of its obligations cannot be reasonably expected of YOU.FO, regardless if this circumstance at the time of the concluding of the Agreement could be foreseen or was foreseeable.

10.2 The circumstances referred to in 10.1 include at least the following events: (civil) war, threat of war, terrorism, riot, wilful damage, flood, industrial action, lock out exclusion, embargo, import and export barriers, government measures, the inability to acquire any permit from authorities, defects of machinery, failures in the supply of energy, in the company of YOU.FO as well as in the company of third parties from which YOU.FO must purchase the required materials or raw materials wholly or in part, as well as in case of storage or during transport, whether or not executed in-house.

10.3 YOU.FO can, during the period that the force majeure continues, suspend the obligations under the Agreement. If the force majeure situation continues for longer than three months, YOU.FO will be entitled to terminate the agreement. In that event the obligations under the Agreement will terminate without YOU.FO or Client being able to claim compensation or any other performance from each other.

10.4 If YOU.FO, at the occurrence of the force majeure, has already partially fulfilled its obligations, or can only partially fulfil its obligations, then YOU.FO will be entitled to invoice separately for the part already delivered and Client will be obliged to pay this invoice as if it concerned a separate Agreement.

## 11. Liability

Excluding intent or gross negligence on the part of YOU.FO or its managerial staff, YOU.FO will not be liable towards Client for any damage. The total liability of YOU.FO towards Client - contractually or otherwise - is limited to the actual amount paid to YOU.FO by the applicable liability insurance, or as the case may be in the absence of any cover, the total amount charged to Client with regard to the (most recent) Agreement concerned with a maximum of EUR 5,000.

## 12. Termination

YOU.FO will in all events be entitled to terminate the Agreement with immediate effect by means of a statement in writing if Client is declared insolvent, ceases the operational management, applies for (provisional) moratorium, or through attachment, guardianship order or otherwise loses the power of disposition over Client's assets or parts thereof. YOU.FO will in that case not be obliged to any compensation.

## 13. Intellectual Property

All intellectual property rights, and/or its associated exploitation/user rights, with regard to the Products are exclusively vested in YOU.FO and/or (sub)licensors. Client

will not, neither wholly nor in part, remove or make invisible the markings or the identifying marks attached to the Products.

#### 14. Applicable law and disputes

14.1 The Dutch law applies to all Agreements and Orders, with the exclusion of rules of international private law and international substantive law, including the Vienna Sales Convention.

14.2 All disputes arising by reason of the Agreement or these Conditions will be exclusively submitted to the applicable court of competent jurisdiction in Amsterdam.