



## **TERMS AND CONDITIONS FOR DELIVERY**

### 1. Definition

In the present general terms and conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise.

Streetplug: the user of the present terms and conditions.

Buyer : the user's opposite party, acting in the course of a business or in the course of a profession.

Agreement: the agreement between Streetplug and buyer.

### 2. General

2.1 The stipulations of the present terms and conditions shall apply to each and every offer and agreement between Streetplug and a buyer.

2.2 The present terms and conditions shall also apply to all agreements with Streetplug, the execution of which calls for the services of third parties.

2.3 The buyer's general terms and conditions shall not apply.

2.4 If one or more stipulations in the present terms and conditions should be null and void or declared null and void, then the other stipulations of the present general terms and conditions shall remain fully applicable. The case ensuing, Streetplug and buyer shall enter into negotiations to agree upon new stipulations replacing the null and void conditions, or, as the case may be, the conditions declared null and void, whereby the purpose and the meaning of the original conditions shall be heeded as far as possible.

### 3. Offers and Tenders

3.1 The offers made by Streetplug shall be free of obligation; they shall be valid for a period of (6) six weeks, unless indicated otherwise. Streetplug shall only be bound by the offers if the acceptance thereof is confirmed in writing by the buyer within (6) six weeks.

3.2 Terms of delivery given in Streetplug offers shall only be tentative and exceeding these terms of delivery shall not entitle buyer to dissolution or claim damages.

3.4 The prices given in offers and tenders shall be exclusive of VAT and other government levies, as well as of shipment costs and possible packaging and administration costs.

3.5 If the acceptance deviates from the offer given, Streetplug shall not be bound by it. The agreement shall in such event not be concluded in accordance with said deviating acceptance, unless Streetplug indicates otherwise.

3.6 A compound quotation shall not oblige Streetplug to execute part of the assignment against a corresponding part of the given quotation.

3.7 Offers and tenders shall not apply automatically to repeat orders.

### 4. Execution of the Agreement

4.1 Streetplug shall execute the agreement to the best of its knowledge and ability and in compliance with the demands of proper craftsmanship, all this on the basis of the state of science as known then.

4.2 If and in so far required for the proper execution of the agreement, Streetplug shall have the right to have certain work done by third parties.

4.3 The buyer shall see to it that Streetplug shall be provided in due time with all data which Streetplug has said to be necessary or which the buyer must in all reasonableness understand to be necessary for the execution of the agreement. If Streetplug has not been provided in due time with the data necessary for the execution of the agreement, Streetplug shall have the right to suspend the execution of the agreement and / or to charge the buyer for the additional costs resulting from the delay at the generally accepted rates.

4.4 Streetplug shall not be liable for damages of whatever nature caused by the fact that Streetplug worked on the basis of incorrect and / or incomplete data provided by the buyer, unless Streetplug should have been aware of said incorrectness or incompleteness.

4.5 If parties have agreed that the agreement will be executed in stages, Streetplug can suspend the execution of the parts belonging to a following stage until the buyer has approved in writing the results of the stage prior to it.

4.6 If Streetplug or third parties engaged by Streetplug within the scope of the assignment do work at buyer's site or at a site designated by buyer, buyer shall provide the employees having to work there free of charge with all facilities desired in all



reasonableness by said employees.

4.7 Buyer shall indemnify and hold Streetplug harmless against possible claims filed by third parties who may sustain damages attributable to buyer in connection with the execution of the agreement.

5. Delivery

5.1 Delivery shall be made Ex Works.

5.2 Buyer shall be held to take delivery of the goods the moment that Streetplug delivers them to him or has them delivered, or the moment at which the goods are put at buyer's disposal under the agreement.

5.3 If the buyer refuses to take delivery or fails to give the information or instructions necessary for the delivery, Streetplug shall be entitled to store the goods at buyer's risk and expense.

5.4 If the goods are serviced, Streetplug shall be entitled to charge possible service charges. Said service charges shall then be invoiced separately.

5.5 If, in the framework of the execution of the agreement, Streetplug requires data to be given by the buyer, the term of delivery shall commence after the buyer has provided Streetplug with said data.

5.6 If Streetplug has given a term of delivery, it shall only be indicative. A given term of delivery shall therefore never constitute a term to be observed on penalty of forfeiture of rights. If a term is exceeded, the buyer must give Streetplug notice of default in writing.

5.7 Streetplug shall be entitled to deliver the goods in parts, unless such is deviated from in writing in the agreement or if the partial delivery does not represent an independent value. Streetplug shall be entitled to invoice the thus delivered goods separately.

5.8 If execution of the agreement in stages has been agreed upon, Streetplug can suspend the execution of the parts belonging to a following stage until the buyer has approved in writing the results of the stage prior to it.

6. Specification of goods

6.1 The buyer shall provide Streetplug with all the specifications of the goods in all details needed to execute the agreement including designs, drawings, films, software (electronic files) etc.

6.2 If buyer modifies the specifications of the goods during the pre-stage of the agreement or after concluding the agreement, buyer shall see to it that Streetplug shall be provided in due time with all data related to the modification in such a way that Streetplug is secured of correctness and completeness including designs, drawings, films, software (electronic files) etc.

6.3 In the event of consequences of such a modification in respect of, for instance the price, timing and quality, Streetplug will inform the buyer in due time of such consequences and is entitled to charge the buyer with all additional costs related to the modification.

7. Samples and Models

7.1 If a sample or model has been given to buyer, then the assumption is that such has been given by way of indication only, unless parties agree explicitly that the product to be delivered shall correspond with it.

8. Inspection & Complaints

8.1 Buyer shall be held to examine the delivered goods (to have the delivered goods inspected) the moment of delivery (handing over), but in any case in as short a period of time as possible. In this respect, buyer must examine whether the quality and the quantity of the delivered goods comply with what was agreed upon, or at least whether they meet the requirements applying to said goods in normal (business) transactions.

8.2 Possible visible shortcomings must be communicated in writing to Streetplug within three days following delivery. Non-visible shortcomings must be reported within two weeks.

8.3 If in accordance with the previous paragraph, buyer files his complaint in due time, he shall still be held to take delivery and effect payment of the goods purchased. If buyer wishes to return defect goods, he shall do so following prior consent in writing from Streetplug.

9. Remuneration, Price and Costs

9.1 If Streetplug and buyer have agreed upon an administered price, Streetplug shall nevertheless be entitled to increase said price in the events listed herein below.

9.2 Streetplug shall be allowed to charge on price increases if Streetplug can demonstrate that significant changes in price occurred between the moment the offer was made and the moment of execution of the agreement with respect to, e.g., exchange rates, salaries and wages, raw material, semi-finished products or packaging material.

9.3 Buyer shall be entitled to dissolve the agreement if the price increase amounts to more than 15%, unless said price increase is the result of a change to the agreement or arises from a competent authority pursuant to the law.

9.4 The prices given by Streetplug shall be exclusive of VAT and other government levies, as well as of the other expenses to be possibly made within the scope of the agreement, including shipment and administration costs, unless stated otherwise.

10. Changes to the agreement

- 10.1 If it is shown during the execution of the agreement that the work to be done needs to be changed and / or supplemented in order to ensure its proper execution, parties shall adapt the agreement accordingly in due time and in mutual consultations.
- 10.2 If parties agree that the agreement needs to be changed and / or supplemented, this decision may influence the time of completion of the execution. Streetplug shall inform the buyer thereof as soon as possible.
- 10.3 Should the change and / or supplement to the agreement have any financial and / or qualitative consequences, Streetplug shall inform buyer thereof in advance.
- 10.4 If a fixed rate has been agreed upon then Streetplug shall indicate the degree to which the change or supplement to the agreement will result in an increase of said fixed rate.

11. Payment

- 11.1 Payment must be made within 30 days from the date of invoice, in a way to be indicated by Streetplug and in the currency in which the goods were invoiced. Dispute of the amount of the invoices shall not suspend the fulfilment of the payment obligation.
- 11.2 If buyer fails to fulfil his payment obligation within the term of 30 days, then buyer shall be in default by operation of law. In that event, buyer shall owe an interest of 2% per month, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. The interest on the amount due and payable shall be calculated as from the day the buyer is in default until the moment he has paid the amount in full.
- 11.3 Streetplug claims against buyer shall become due on demand in the event that buyer is wound up, attached, declared bankrupt, or if a suspension of payment is granted.
- 11.4 Streetplug shall be entitled to have the payments made by the buyer go first of all to reduce the costs, subsequently to reduce the interest still due and finally to reduce the principal sum and the current interest. Streetplug shall have the right, without this leading Streetplug to be in default, to refuse an offer for payment, if the buyer designates a different sequence of attribution. Streetplug shall be entitled to refuse full payment of the principal sum, if said payment does not include the interest still due, the current interest and the costs.
- 11.5 Payments are always to be executed without any discount or deduction.

12. Retention of Title

- 12.1 All goods delivered by Streetplug, possibly also including designs, sketches, drawings, films, software, (electronic) files, etc., shall remain Streetplug property until buyer has fulfilled all of his obligations under all agreements concluded with Streetplug.
- 12.2 Buyer shall not be authorised to pledge or encumber in any way the goods falling under the retention of title.
- 12.3 If third parties seize goods delivered subject to retention of title or wish to establish or assert a right to them, buyer shall be held to inform Streetplug thereof as soon as can reasonably be expected.
- 12.4 The buyer shall undertake to insure the goods delivered subject to retention of title and to keep them insured against damage caused by fire, explosion and water as well as against theft and make this insurance policy available for inspection on first demand.
- 12.5 Goods delivered by Streetplug falling under the retention of title by virtue of the stipulations under 1. of the present article, may only be sold on to third parties within the framework of normal business activities and must never be used as instrument of payment.
- 12.6 In the event that Streetplug wishes to exercise its ownership rights mentioned in the present article, buyer shall give Streetplug or third parties to be appointed by Streetplug, now for then, unconditional and irrevocable permission to access all sites and locations where Streetplug's goods might be found and to take these goods back.

13. Warranty

- 13.1 Streetplug shall warranty that the goods to be delivered shall meet the usual requirements and standards that can be set for and made upon them and that they shall be free of any defect whatsoever for a period of:
  - 12 months starting from the first delivery by Streetplug, either to a reseller or to an end-user.
  - The warranty period in respect of replacement Parts shall be 12 months from first delivery by Streetplug, either to a reseller or to an end-user.
- 13.2 The guarantee mentioned under 1 shall equally apply if the goods to be delivered are destined for use abroad and if the buyer explicitly informed Streetplug of this use in writing the moment the agreement was entered into.
- 13.3 If the goods to be delivered do not comply with said guarantee, Streetplug shall, at its discretion, replace or see to the repair of the goods, within a reasonable period of time following receipt thereof, or, if the goods cannot be returned in reason, following notification of the defect by the buyer.
- 13.4 The warranty mentioned for this purpose shall not apply when the defect originated as the result of injudicious or improper use or when the buyer or third parties have introduced changes or tried to introduce changes to the goods without Streetplug's consent in writing or if they have used them for purposes for which the goods were not intended.
- 13.5 If the goods delivered by Streetplug have not been produced by Streetplug, the warranty shall be limited to the warranty given

by the producer of the goods.

14. Collection Charges

14.1 If the buyer fails to fulfil his obligations (in due time) or defaults on them, then all reasonable costs incurred to have all extra judicial costs and debts paid shall be borne by the buyer. The buyer shall in any case owe the collection charges in the event of a monetary claim. The collection charges shall be calculated in accordance with the collection rates advised by the Nederlandse Orde van Advocaten (Netherlands Bar) for collection procedures.

14.2 If Streetplug demonstrates that it has incurred higher expenses, which were necessary in reason, said expenses shall also qualify for reimbursement.

14.3 The reasonable judicial and execution costs possibly incurred shall equally be borne by buyer.

15. Suspension and Dissolution

15.1 Streetplug shall be authorized to suspend the fulfillment of the obligations under the agreement, in the event that:

- Buyer does not fulfil or does not fully fulfil his obligations resulting from the agreement;
- After the agreement has been concluded, Streetplug learns of circumstances giving good ground to fear that the buyer will not fulfil his obligations. If good grounds exist to fear that the buyer will only partially or improperly fulfil his obligations, suspension shall only be allowed in so far the shortcoming justifies such action;
- Buyer was asked to furnish security to guarantee the fulfilment of his obligations resulting from the agreement when the contract was concluded and that this security is not provided or insufficient. As soon as security is furnished, the authorisation to suspend shall lapse, unless said fulfilment has been unreasonably delayed because of it.

15.2 Streetplug shall furthermore be authorised to dissolve the agreement (have the agreement dissolved) if circumstances arise of such a nature that fulfilment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be demanded in all reasonableness.

15.3 If the agreement is dissolved, Streetplug's claims against the buyer shall be forthwith due and payable.

If Streetplug suspends fulfilment of its obligations, it shall retain its rights under the law and the agreement.

15.4 Streetplug shall always retain the right to claim damages.

16. Return of Goods Put at Buyer's Disposal

16.1 If Streetplug has put goods at buyer's disposal during and in connection with the execution of the agreement, buyer shall be held to return the delivered goods within 14 days in their original state, free of defects and in their entirety. If buyer fails to fulfil this obligation, all resulting costs shall be at buyer's expense.

16.2 If, for any reason whatsoever, buyer still remains in default to fulfil the obligation mentioned under 1. after being warned to do so, Streetplug shall be entitled to recover the resulting damage and costs, including replacement costs, from buyer.

17. Liability

17.1 If the goods delivered by Streetplug are defective, Streetplug's liability vis à vis the buyer shall be limited to the arrangements made in the present terms and conditions under "Guarantee".

17.2 If Streetplug is liable for direct damages, then said liability shall be limited to a maximum equalling the amount of the payment to be made by Streetplug's insurer, at any rate up to a maximum of twice the amount of the invoice for the delivery of the goods that have caused the damages, at any rate that part of the agreement to which the liability relates.

17.3 Direct damages shall be understood to be exclusively:

- the reasonable costs incurred to establish the cause and the volume of the damages, in so far said establishment relates to damages in the sense of the present terms and conditions;
- the reasonable costs possibly incurred to have Streetplug's faulty performance meet the conditions of the agreement, unless such faulty performance cannot be attributed to Streetplug;
- the reasonable costs incurred to prevent or limit the damages, in so far as buyer can prove that said costs have led to the limitation of direct damages as meant in the present terms and conditions.

17.4 Streetplug shall never be liable for indirect damages, including consequential damages, loss of profit, lost savings and damages due to business stagnation.

17.5 The limitations of liability for direct damages contained in the present terms and conditions shall not apply if the damages are due to an intentional act or omission or gross negligence on the part of Streetplug or its subordinates.

18. Transfer of Risk

The risk of loss of, or damages to the products being the subject of the agreement, shall be transferred to buyer the moment said products are judicially and/or actually delivered to buyer and therefore fall into the power of buyer or of third parties to be appointed by buyer.

19. Force Majeure

19.1 Parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.

19.2 In addition to the provisions of the law and the judge-made law in this respect, force majeure shall in the present general terms and conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which Streetplug cannot have any influence but which prevents Streetplug from fulfilling its obligations. Industrial action at Streetplug company shall also be understood to be a circumstance of force majeure.

19.3 Streetplug shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfilment of the obligation(s) impossible, commences after the point in time on which Streetplug should have fulfilled its obligation.

19.4 Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the fulfilment of their obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the agreement without any obligation to pay the opposite party damages.

19.5 Insofar Streetplug has already partially fulfilled its obligations resulting from the agreement at the moment the circumstance of force majeure commenced or shall be able to fulfil them and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, Streetplug shall be entitled to invoice the part already fulfilled or still to be fulfilled respectively. The buyer shall be held to pay this invoice as if it were a separate agreement.

20. Safeguarding

20.1 The buyer shall safeguard Streetplug against claims filed by third parties concerning intellectual property rights on material or data provided by the buyer, which shall be used for and during the execution of the agreement.

20.2 If the buyer provides Streetplug with information carriers, electronic files or software etc., the former shall guarantee that said information carriers, electronic files or software are free of viruses and defects.

21. Intellectual Property and Copyrights

21.1 Without prejudice to the other stipulations of the present general terms and conditions, Streetplug shall reserve all possible intellectual property rights, such as patents, trademarks, models and-or copyrights.

21.2 The buyer shall not be allowed to introduce changes to the goods and material provided, unless the nature of the delivered goods and material dictates otherwise or if agreed upon otherwise in writing.

21.3 The designs, sketches, drawings, films, software and other material or (electronic) files, possibly produced by Streetplug within the framework of the agreement, shall remain Streetplug's property, irrespective of the fact whether they have been handed over to the buyer or to third parties, unless agreed upon otherwise in writing.

21.4 All documents, such as designs, sketches, drawings, films, software, (electronic) files, etc., provided by Streetplug, shall be destined to be used by buyer exclusively and must not be reproduced, made public or brought to the notice of third parties by buyer without prior consent from Streetplug, unless the nature of the documents provided dictates otherwise.

21.5 Streetplug shall reserve the right to use the knowledge gained due to the execution of the work for other purposes, in so far no confidential information shall be brought to the notice of third parties when doing so.

22. Confidentiality

22.1 Both parties shall be bound to secrecy of all confidential information they have received within the scope of their agreement from each other or from another source. Information shall be considered to be confidential if the other party has indicated so or if the confidential character results from the nature of the information.

22.2 If a statutory provision or a judicial decision compels Streetplug to convey confidential information to third parties designated by law or by the court and Streetplug cannot for that purpose invoke a legal right to refuse to give evidence or such a right acknowledged or allowed by the competent court, Streetplug shall not be held to pay damages or compensation and the opposite party shall not be entitled to demand the dissolution of the agreement on the ground of any damages resulting from said circumstance.

23. Non-employment of the opposite party's personnel

Throughout the duration of the agreement and for (1) one year following termination thereof, buyer shall not in any way, hire or employ in any other way, be it directly or indirectly, staff of Streetplug or of enterprises whom Streetplug has engaged to execute the present agreement and who are (were) involved in the execution of the agreement, without prior proper business like consultation with Streetplug regarding.

24. Disputes

The Court in Streetplug's place of business shall have exclusive jurisdiction to hear actions

25. Applicable Law

Dutch law shall apply to each and every agreement between Streetplug and the buyer. The Vienna Sales Convention shall be explicitly excluded.