

## **GENERAL TERMS AND CONDITIONS OF STICKY BANDITS B.V. IN ENSCHEDE**

### **ART. 1. DEFINITIONS**

1. STICKY BANDITS: Sticky Bandits B.V. (Chamber of Commerce number: 68706561), with registered office and place of business in Enschede at the Josink Esweg 2.
2. The client: any natural or legal person who enters into a (pre-) contractual relationship with STICKY BANDITS, on account of closed (purchase) contract or other type of contract, as well as each natural person or legal person who will enter a purchase- or other type or would like to enter into contract and therefore is making an order confirmation with Sticky Bandits. In these General Terms and Conditions, "Client" shall be taken to mean the party who has a contract made for the work provided.
3. Parties: Client and Sticky Bandits together.
4. Quotation: every statement made by STICKY BANDITS Performance, prices and / or terms.
5. Performance: to perform the agreement agreed between the Parties activities, and / or goods and / or goods to be delivered and / or to provide services by STICKY BANDITS on behalf of Client.
6. Specifications: the (technical) Specifications or descriptions of the Performance, as laid down in the agreement and / or in the agreement or other relevant documents Documents signed by Parties.
7. Know-how: all or developed under the agreement disposable materials such as software, documentation, analyzes, designs, models, drawings, diagrams, work instructions, specifications, digital files, photographic recordings, lithographs, micro and macro versions, calculations, descriptions, concepts, reports, equipment and other materials, as well as preparatory materials thereof, in any form whatsoever, within the framework of the preparation and / or execution of the agreement (partly) - by STICKY BANDITS - have been developed.
8. Data: Information carriers, written and / or digital form, (sound and / or visual) material, videotapes, CD-ROMs, DVDs, Know-how and information, such as, for example, but not exclusively, molds, samples, certificates, specifications, data, instructions, inspection regulations, explanations, changes, additions and materials, including designs, copies, reproductions and misprints and the like.
9. Information carriers: means of production such as forms, (optical or digital) data carriers, magnetic tapes and disks, as well as other means on which data is or can be recorded.
10. Third parties: all natural persons and / or legal persons who carry on Parties are involved in the implementation of projects.
11. Indirect damage: the loss of profit and / or income, the suffering of (production) loss, the costs of or relating to downtime or delay, fines, (missing out on) discounts and / or payments from Third Parties, all in the broadest sense of the word.

### **ARTICLE 2. APPLICABILITY**

1. These general conditions apply to all Quotations made through STICKY BANDITS, offers and at all contracted (purchase) agreements with STICKY BANDITS, however called. In particular, these conditions also apply on agreements entered into with STICKY BANDITS delivery of Performance by STICKY BANDITS Client, to perform activities and services for STICKY BANDITS and / or its client.
2. General terms and conditions of the Client (however named) are explicitly rejected and are never of application.

3. Terms and conditions deviating from these terms and conditions apply only if and insofar as STICKY BANDITS those deviations has accepted in writing.

4. STICKY BANDITS reserves the right for this general conditions with immediate effect.

5. Indication of or referral by the Client to own general terms and conditions, however named, provided by STICKY BANDITS are not accepted and these general terms and conditions, however called, do not apply to the present agreement.

#### ARTICLE 3. OFFER

1. Every quotation issued by STICKY BANDITS is without obligation, both regarding the price mentioned in the Offer, delivery time or otherwise.

#### ARTICLE 4. COMPLETION OF THE AGREEMENT

1. Agreements are deemed to have been concluded from the day of signing of the agreement by STICKY BANDITS, respectively the day of dispatch of the written order confirmation by STICKY BANDITS, respectively day on which STICKY BANDITS a client by their commissioned.

2. If used in the execution of the agreement made from STICKY BANDITS to the Client made and / or made by STICKY BANDITS drawings, model, specifications, instructions, inspection regulations, data and the like are these deemed part of the contract.

3. On all Offers of STICKY BANDITS and the resulting orders are applicable as goods they are literally included in it:

a. these general conditions;

b. all related to the Quotation and / or order having technical and administrative provisions, the accompanying drawings, more in particular the through STICKY BANDITS available to the Client stated Performance, as in the foregoing official reports and / or amendment (s) of amendments, explanations and additions.

#### ARTICLE 5. CHANGES

1. Amendments to the agreement as well as in this general conditions, are only valid if they are expressly agreed in writing between the parties, except for the mentioned in ARTICLE 6.

#### ARTICLE 6. PRICE

1. The prices quoted by STICKY BANDITS are exclusive sales tax and excluding any shipping, transport and Postage costs, unless explicitly stated otherwise in writing agreed.

2. If a 'fixed' price is included in the Quotation, then applies this as agreed price, subject to the others in these conditions. If in the Offer no 'fixed' price is included will be the Client amount to be paid determined by a subsequent calculation, based on the hourly rates applicable at STICKY BANDITS.

3. For rush assignments made as such by STICKY BANDITS confirmed by the Client, STICKY BANDITS can calculate extra allowance.

4. If after the date of conclusion of the agreement one or more cost factors increase or one increase in duties or taxes or a cost-increasing change of exchange rate occurs, even if this is due to foreseeable circumstances STICKY BANDITS is entitled to the agreed price increase accordingly.

5. If a part of the agreed services already exists or is carried out, the provisions of Article 6.4 are fully applicable to apply to STICKY BANDITS provide services.

6. Extra or less work, that during the execution of the agreement will be settled with the agreed price.

#### ARTICLE 7. DATA, DESIGNS AND DRAWINGS AND PRODUCTION AID

1. Listed in catalogs, images, drawings, designs and the like data are only binding if and insofar as these expressly included in a document signed by the Parties agreement or a signed by STICKY BANDITS confirmation of order.

#### ARTICLE 8. IMPLEMENTATION, DELIVERY AND TIME-LIMITS

1. Deadlines specified by STICKY BANDITS in its Offers, or periods agreed between Parties, always apply approximately, unless STICKY BANDITS expressly in writing mentions that there is a fatal term or parties to be expressly agreed in writing.

2. The term of execution and delivery starts to run from the day of written order confirmation, but not before after STICKY BANDITS has received from the Client all required data for the implementation of the agreement, documents and the like, or, if one deposit or prepayment is stipulated, not before the day on which this payment was received by STICKY BANDITS.

3. Exceeding the deadline does not obligate STICKY BANDITS to any compensation and the Client does not have it as a reason to dissolve the agreement and / or otherwise to suspend the obligations arising from this agreement.

4. The period of execution or delivery is based the moment when the contract is made and on the working conditions of STICKY BANDITS and the possible Third parties and can change if response to offer is delayed. If not under the fault of STICKY BANDITS delay occurs as a result of changes to the intended working conditions and / or due to late performance by third parties engaged for the execution of the agreement, the period is extended to the extent necessary.

5. Without prejudice to the elsewhere in these terms and conditions to extend the time limit, the term of execution and delivery extended with the duration of the delay which occurs on the side of STICKY BANDITS as a result of the non-payment by the Client to any of the agreement or request from it cooperation with regard to the implementation of the agreement.

6. STICKY BANDITS is entitled to fulfill the agreement by means of partial implementation, unless expressly agreed otherwise in writing and / or the nature of the agreement. In part execution applies to each individual part-execution as itself implemented and STICKY BANDITS is entitled to this invoice part-execution. Partial execution also serves General terms and conditions Sticky Bandits B.V. to mean the delivery of a part of the Ordered Performance, if applicable.

7. The shipment and manner of delivery will be done in the manner as determined by STICKY BANDITS, unless otherwise stated in writing agreed. When a Client wishes to receive a shipment otherwise the associated (extra) costs and risks are for their account.

#### ARTICLE 9. PAYMENT AND PAYMENT TERMS

1. Unless otherwise agreed or stated on the invoice, the payment of the agreed price will be made within fourteen days after invoice date. Without prejudice to the rest in this agreement, STICKY BANDITS is always entitled to require a down payment of 50% from the Client of the total price of the contract. All Performances performed, so done by STICKY BANDITS can be invoiced immediately.
2. STICKY BANDITS is always entitled to the fulfillment of payment obligations to provide security, and to suspend the fulfillment of the agreement until the aforementioned security deposit to the satisfaction of STICKY BANDITS are met.
3. All payments must be made without any deduction or setoff on the part of the Client on a designated bank account by STICKY BANDITS or (at the discretion of STICKY BANDITS) at the offices of STICKY BANDITS or on a STICKY BANDITS determined other place.
4. If the Client does not pay within the agreed terms, he owes interest from 1% per calendar month, with a part of a month as a full calendar month is considered, as well as all on the collection of the claim extrajudicial costs. The extrajudicial costs be fixed on the by the Dutch Order of Lawyers used collection rates, but with a minimum from 150.-.
5. By STICKY BANDITS in the context of a judicial procedure costs, including process costs as well as other costs of legal assistance, also in so far as these costs are not assigned by the courts account of the Client, unless STICKY BANDITS by the Judge in the final judgment as losing the party is ordered to pay the costs.
6. In a situation as stated in ARTICLE 12.3 all claims of STICKY BANDITS on client with immediate entry due.
7. The Client is also understood to include any to Principals concern parent, daughter, and / or sister company and / or any other way with the Client affiliate, regardless of its legal form.
8. Payments made by the Client always apply settlement of all interest and costs due and subsequently of due invoices that have been outstanding the longest, even though the Client states that the payment relates on a later invoice.

#### ARTICLE 10. CLAIMS

1. Complaints concerning delivered Performance, or concerning (the amount of) invoiced amounts must be sent within 10 days after execution or delivery, but no later than 10 days after invoice date struck to STICKY BANDITS writing, by exceeding each time limit STICKY BANDITS's liability in this respect expires.
2. The Client is obliged by STICKY BANDITS Delivered Performance and Data, including to understand but not limited to, make-up, print or other tests or carefully check for errors and defects any defects found as soon as reasonably possible, but in any case within 10 days after delivery in writing to STICKY BANDITS to report, failing whose right to claim has expired. Small deviations do not give ground for claims.
3. STICKY BANDITS always has the opportunity to claims be made to be inspected. If the Client after this by writing STICKY BANDITS in writing his summons thus fails, the claims deemed to have expired.
4. Legal claims concerning defects must be submitted within half years after timely claims on penalty of lapse be made to the competent court.
5. If a claim is by STICKY BANDITS in whole or in part found to be STICKY BANDITS, without prejudice to it other provisions of this agreement and of its choice, entitled to redo the agreement in whole or in part to perform, or to deliver all or part of the Performance replaced or the agreed price

proportional reduce, or to establish equitable compensation, whereby STICKY BANDITS is always entitled in advance return in original condition of delivered Performance and / or Data and of all that for the execution of the agreement has come into the possession of the Client.

#### ARTICLE 11. LIABILITY

1. Any liability of STICKY BANDITS, including understood trading loss, other (Indirect) Damage, as well as damage as a result of liability towards third parties excluded, except for intent or gross negligence on the part of STICKY BANDITS, and without prejudice to the rest in this conditions.
2. The Client bears full responsibility for the quality of the Performance provided by him. Notwithstanding the other provisions in these conditions STICKY BANDITS not liable for damage resulting from defects in the Performance provided by the Client.
3. If the judge should judge that STICKY BANDITS does not appeal to the provisions in the previous paragraphs, the liability of STICKY BANDITS at all times until the invoice value, excluding sales tax activities on which the liability sees, except insofar as the liability of the liability insurers from STICKY BANDITS a far-reaching liability makes possible.
4. Client is obliged to indemnify STICKY BANDITS and to indemnify against all claims of Third Parties to compensation for damage, for which the liability of STICKY BANDITS in these conditions in the ratio with Client is excluded, including liability under Article 6: 171 of the Civil Code (liability for non-subordinates / subcontractors).
5. When using Data in design proposals STICKY BANDITS never be held liable for any costs associated with publication. Unless the Data owned are from the Client through payments to STICKY BANDITS or by self-made Data, possibly via STICKY BANDITS.
6. STICKY BANDITS can under no circumstances be held liable for the use of Third Party Data provided with copyright protection. The Client is at all times responsible for the content.
7. Condition for the creation of any right to compensation is always that Client after the creation of the damage as soon as reasonably possible, and in any case within 7 days after the commencement of the damage, detailed in writing by registered letter with signature return to STICKY BANDITS reports and that Client does what can reasonably be done by her are required to limit its damage, or penalty of Loss of liability of STICKY BANDITS.

#### ARTICLE 12. FORCE MAJEURE, SUSPENSION AND DISSOLUTION

1. Force majeure means any of the will of STICKY BANDITS independent circumstance - even though it was at the time of the conclusion of the agreement already provided for, that fulfillment of the contract remains or temporarily prevents and which neither under the law nor towards standards of reasonableness and fairness for the risk of STICKY BANDITS should come, as well as if not below it already understood war, danger of war, civil war, revolt, strike, lock-out, malfunction in (telecom) communication lines, fire and other serious malfunctions the company of STICKY BANDITS or by this enabled Third parties.
2. In case of impediment to compliance with the agreement due to non-attributable shortcoming (force majeure) STICKY BANDITS is entitled to either the implementation of the agreement as long as the force majeure continues either to terminate the agreement (in part) without the obligation of STICKY BANDITS to pay any compensation. This force majeure suspends the obligations of the Client not on.

3. If the Client does not, not properly or not timely enough to any obligation, which for him from the with STICKY BANDITS agreement or related agreements arise, or if good ground exists to fear that the Client is not capable or will be in compliance with their contractual obligations STICKY BANDITS, as well as in case of bankruptcy, application of the statutory debt rescheduling scheme, suspension of payments of payment, cessation, liquidation or partial transfer of the Client 's business, including the transfer of an important part of its claims, as well as if attachment is placed at the expense of the Client and this attachment has not been lifted within a reasonably short period of time STICKY BANDITS entitled without notice of default either the execution of each of these agreements for at most suspend six months, or (partially) suspend it dissolve, without any obligation of STICKY BANDITS until any compensation and without prejudice to the STICKY BANDITS future rights.

4. STICKY BANDITS accepts no liability for and is therefore not obliged to pay direct and / or Indirect Damage, costs and / or losses of or at Client and / or parties other than Parties arise, which direct and / or indirect damage caused by or on any way related to the force majeure situation side of STICKY BANDITS.

#### ARTICLE 13. INTELLECTUAL PROPERTY

1. All intellectual property rights to the STICKY BANDITS in the context of the execution of the agreement delivered Performance, including but not limited to expressly not limited to Performance and / or Data at STICKY BANDITS, unless otherwise agreed in writing agreed.

2. Client without written permission from STICKY BANDITS is not allowed to deliver the Data provided, Performance or services or any part thereof to make public or reproduce, or to others grant rights through license or otherwise, unless otherwise has been agreed in writing.

3. The Client guarantees STICKY BANDITS for the undisturbed use by STICKY BANDITS of the supplied or made available items, data, ideas, concepts and materials. The client indemnifies STICKY BANDITS in both as out of court for all claims of Third Parties thereon, including, but not exclusively, claims in the area of competition law and industrial and intellectual property right. STICKY BANDITS is not mandatory for the execution of an agreement to keep the goods made available to the Client.

4. Any change, addition, improvement or adjustment of a performance delivered by STICKY BANDITS is only possible with permission from STICKY BANDITS. The intellectual property rights to changes, additions, improvements and adjustments come to STICKY BANDITS, without STICKY BANDITS being the only one compensation is due, unless otherwise agreed in writing. If necessary, the Client undertakes to receive these rights after receiving a request from STICKY BANDITS to hand over to them.

5. If a Quotation made by STICKY BANDITS is not followed by an agreement the Client is obliged to return the Quotation with all the corresponding Performance to STICKY BANDITS within eight days default of which STICKY BANDITS reserves the right all costs incurred in this respect, or to claim full compensation.

6. In the event of non-performance by the Client of the provisions in the Paragraphs 2 and 4 of this article forfeit the Client a immediately due and payable fine of at least € 10,000 (in words: ten thousand euros) per violation, without prejudice to STICKY BANDITS further rights, including the right to full compensation and / or performance.

#### ARTICLE 14. CANCELLATION

1. If a Client cancels an order they are obliged to reimburse the costs already incurred by STICKY BANDITS, and there is an amount by way of compensation owed of 15% of the agreed price, without prejudice to the right of STICKY BANDITS to complete compliance with the agreement and / or compensation to claim.

1. The mentioned in paragraph 2 only applies to STICKY BANDITS. STICKY BANDITS is therefore entitled at all times to turn to the judge that apart from the stated in paragraph 2 is competent.

#### ARTICLE 15. RESERVATION OF OWNERSHIP

1. STICKY BANDITS reserves the ownership of all delivered through their Performance to the Client until the purchase price for all these performances has been paid in full.

2. If STICKY BANDITS within the framework of the agreement the Client by the Client compensate for work activities, it applies retention of title until the Client also has this claims from STICKY BANDITS have been paid in full. Also applies the retention of title for the claims, which STICKY BANDITS against the Client due to shortcomings of the Client in one or more of his obligations to STICKY BANDITS.

3. The Data and / or data editable by STICKY BANDITS Performance remains the property of STICKY BANDITS at all times unless otherwise agreed in writing with the Client.

4. The client is obliged to keep the reservation of ownership delivered Performance with due care and as recognizable property of STICKY BANDITS. Client is obliged to protect the Performance for the duration of the retention of title against fire, explosion and water damage and theft and the policies of these insurances to STICKY BANDITS at first request for inspection. All claims of the Client on insurers of the Performance pursuant to the aforementioned insurance will, as soon as STICKY BANDITS so wishes, continue Client is silent pledged to STICKY BANDITS until multiple assurance of the claims of STICKY BANDITS against the Client.

5. If a situation arises as stated in ARTICLE 12.3 STICKY BANDITS entitled the under reservation of ownership delivered Performance, including for that purpose any necessary disassembly. Client will STICKY BANDITS provide all assistance in this matter.

6. After taking back the Performance as stated in the previous paragraph the client is credited for the market value of the Repeated Performance, which in no case can be higher than the original price, reduced by the recovery of fallen costs.

#### ARTICLE 16. Confidentiality

1 The Client guarantees that all (the entering into the agreement) (business) information of a confidential nature remains secret, with particular with regard to design, image and sound recording, Know-how, documentation, photographs, drawings, models, samples, molds, samples, certificates, instructions, inspection regulations, explanations, changes, additions and materials, including copies, reproductions and misprints and the like. Information as referred to in the previous sentence of this paragraph shall in any case be considered as confidentially, if it is considered by one of the Parties is marked as such.

2. The Client is not permitted without prior written permission from STICKY BANDITS texts and / or images, including for example, but not exclusively, designs, know-how, documentation, photos, drawings, models, samples, specifications, image and sound recordings as referred to in the provisions of paragraph 1 of this article, in which way or through any medium to show to others than

Parties, publish, copy, reproduce, distribute, cooperate with publications or be used in any other way.

3. The client conforms to the STICKY method BANDITS with regard to informing the press. This holds in that the Client may not provide information to the press that relates to the goods delivered to the Client Achievement by STICKY BANDITS, without the knowledge of STICKY BANDITS.

4. In the event of non-performance by the Client of the provisions in the other members of this article will forfeit the Client immediately due and payable fine of at least € 10,000 (in words: ten thousand euros) per violation, without prejudice to STICKY BANDITS further rights, including the the right to full compensation and / or performance.

#### ARTICLE 17. EXPLANATION

1. If one or more provisions of the agreement or these general terms and conditions do not or no longer prove to be legally valid are the agreement and these terms and conditions are otherwise in force. The invalid or no longer valid provisions are replaced by provisions that are possible to match the scope of the replacement provisions.

2. In the event of conflict with statutory and / or treaty provisions of non-mandatory nature, the content of these general conditions apply. The fact that STICKY BANDITS is not strict compliance with these general conditions in all circumstances conditions does not mean that STICKY BANDITS waives the right in any case or strict compliance to consideration.

#### ARTICLE 18. APPLICABLE LAW / COMPETENT JUDGE

1. On all Quotations, offers and / or agreements of / with STICKY BANDITS is exclusively governed by Dutch law. The Vienna Sales Convention 1980 (CISG) and the Uniform Law on the International Sale of Movable Physical Affairs (Act of 15 December 1971, S 780) are not between Parties application.

2. Any disputes arising from or in connection with STICKY BANDITS Offers and / or concluded with STICKY BANDITS agreements will in the first instance become exclusive decided by the court in the district of Almelo.