

## Sustainable Dance Club B.V. Terms and Conditions RENT

### 1. Definitions

1.1 In these present terms and conditions, the following capitalized terms will have the meaning ascribed thereto below:

1.2 Agreement:

The written arrangement (such as a confirmed proposal or confirmation order) on the basis of which SDC provides Service(s) and/or rents Products to a Customer to which these Terms and Conditions apply.

1.3 Article:

Any article of the Terms and Conditions.

1.4 Customer:

The party with whom SDC enters into an Agreement regarding the rent of Products and/or the performance of Services.

1.5 Energy Meter:

The energy meter to be connected with the SDF to measure and visualize the energy produced by the SDF.

1.6 Instructions:

The instructions provided by SDC to the Customer described in Annex I and when provided the Maintenance Manual, containing the instructions for proper use and maintenance of each of the Products.

1.7 Parties:

SDC and the Customer.

1.8 Products:

Collectively the Energy Meter and/or the SDF and/or any other product of SDC, as well as any packaging materials and accessories, all as more detailed described in the proposal that is provided to the Customer.

1.9 SDC:

Sustainable Dance Club B.V., a company organized under the laws of the Netherlands, which registered office at Pannekoekstraat 106, 3011 LL Rotterdam, the Netherlands, registered with the Dutch Commercial Register under number 24424521.

1.10 SDF:

The Sustainable Dance Floor, also called energy generating dance floor.

1.11 Services:

The service(s) provided by SDC to the Customer. These services can be:

- installation of the Products;
- maintenance of the Products;
- removal of the Products; and/or
- dispatching of the Products.

1.12 Terms and Conditions:

These present terms and conditions.

### 2. General

2.1 These Terms and Conditions apply to each Agreement or other legal relationship between SDC and a Customer.

2.2 In the event of a conflict between these Terms and Conditions and the Agreement, the Agreement always prevails.

2.3 Any general terms and conditions of the Customer do not apply.

2.4 Any offers made by SDC are without obligation and cannot create any obligation by SDC to any other party, until confirmation is received from Customer.

2.5 SDC is entitled to amend these General Terms and Conditions at its free disposal. As soon as the amended General Terms and Conditions have been sent to the Customer, these amended General Terms and Conditions apply for new agreements.

### 3. Payment terms

3.1 The price agreed for the entire term of the Agreement will be due and payable immediately after Parties enter into the Agreement.

3.2 If the Agreement stipulates that (part of) the price becomes due and payable after the Customer's receipt of the Products in good order, the Products are deemed to be received in good order if the Customer does not provide SDC with a substantiated, written complaint, which can be per e-mail or fax, within two calendar days after receipt of the Products.

3.3 If the Customer sends SDC a complaint as meant in the previous paragraph with good reason, SDC can decide at its sole discretion to either repair or replace the Products.

3.4 If the costs involved with repairing or replacing the Product are disproportionately high in respect of the defect, SDC is entitled to grant the Customer a credit note instead.

- 3.5 If the Customer does not pay an undisputed invoice on time, it is in default by operation of law and, without any notice of default being required, interest on the payment of such undisputed and delayed invoice will incur from the day following the agreed payment date up to the date of actual payment at an interest charge that is equal to the Dutch statutory commercial interest applying at that time.
- 3.6 All debt collection costs that are incurred after the relevant payment term for an undisputed invoice has expired will be borne by the Customer. If SDC deems it necessary to contract out collection of this receivable, the Customer will be informed of this in writing. SDC may also claim reasonable costs incurred in the legal proceedings in addition to the amount awarded by the court if the Customer is held to be entirely or substantially in the wrong.
- 3.7 SDC is not obliged to refund payments made by the Customer in the event of early termination of the Agreement by the Customer, unless Article 6 applies.

#### 4. Rent

- 4.1 The rent to be paid by the Customer to SDC for the Products and/or the Services are listed in the Agreement. The prices of SDC are quoted in Euro's, exclusive of VAT and any other taxes or levies. The rent is charged per 24 hours.
- 4.2 The rent will be paid ultimately two weeks before the day the Customer intends to receive the Products.
- 4.3 The Products are rented for the period as stated in the Agreement. Each Agreement is entered into on the moment indicated therein and remains in effect and terminate as indicated therein, unless terminated earlier by either Party in accordance with these Terms and Conditions or with the Agreement.
- 4.4 SDC is only obliged to deliver the Products to the Customer if the Customer or its representative furnishes proof of his identity by means of showing SDC at least two identification documents. The Customer furthermore is obliged to show SDC on request a bank statement no older than three months.
- 4.5 The Customer must sign for acceptance when the Products are being delivered by a transport company on behalf of SDC. ANY DAMAGE MUST BE NOTED ON THE BILL OF LADING (CMR in case of road transport or Airway Bill in case of air transport), otherwise the Customer is liable for damage during transport.
- 4.6 The Customer should return the Products at its sole expense by transferring the Products to SDC on the date the Agreement ends. The Products should be dispatched in accordance with Article 10 and the Instructions, for receipt by SDC within two working days if sent within the Netherlands, within seven working days if sent within Europe and within fourteen working days if sent from any place outside Europe. If the Customer fails to return the Products on time, in addition to any other costs and/or damages SDC may suffer, the Customer will pay 150% of the rent that is charged per 24 hours for every 24 hours the Customer is late.
- 4.7 If the Agreement stipulates that SDC will collect the Products upon termination of the Agreement, the Customer will be obliged to make the Products available to SDC at the agreed time and agreed place. This place at any time need be a place that can be reached by a small truck. The Customer shall hereto inter alia allow SDC to enter the places where the Products are located. If the Customer fails to meet this obligation as a result of which SDC cannot collect the Products in whole or in part, in addition to any other costs and/or damages SDC may suffer, the Customer will pay 150% of the rent that is charged per 24 hours for every 24 hours the Customer is late.
- 4.8 Until the Products are collected, Customer is responsible for safe storage of the Products.
- 4.9 The SDF need be returned fully cleaned in the way as described in the Instructions. For every unclean tile of the SDF, SDC is entitled to charge Customer an extra € 5,- ex. VAT.
- 4.10 The Customer is not allowed to sub-lease any of the Products without SDC's prior written permission.
- 4.11 The Customer is obliged to return the Products in the same condition as the Products were when the Products were delivered to the Customer.
- 4.12 Upon receipt by SDC of the Products, SDC will check within seven working days whether the Products are in the condition as meant above. If the Products are damaged in whole or in part, the Customer is obliged to refund all costs involved. SDC will exert itself to keep the costs involved with the repair as low as reasonably possible. If the costs exceed the value of the Products, SDC will allow the Customer to refund the value of the Products instead. SDC shall notify the Customer within fourteen working days of receipt of the Products of the amount to be refunded by the Customer. This refund will take place within fourteen calendar days after SDC's request, in the absence of which the Customer is in default by operation of law. In that case, Articles 3.5 and 3.6 apply.

#### 5. Security deposit

- 5.1 If desired by SDC, Customer will pay an amount of €100,- per tile the SDF consists of as security deposit. SDC is entitled to set off any amount owned by the Customer to SDF with this security deposit. After SDC took possession of the Products, SDC will refund the security deposit within seven working days, if applicable reduced with any set-offs.

#### 6. Cancellation

- 6.1 After the order has been confirmed by Customer to SDC, Customer is entitled to cancel the Agreement until thirty days before the day Customer intended to receive the Products (delivery date) upon payment of a cancellation fee: all costs that have been made by SDC in relation to the order, will be charged, with a minimum of 50% of the original price. Upon cancellation later than thirty days before the delivery date, Customer is obliged to pay SDC 90% of the original price.

**7. Intellectual property rights**

7.1 Customer agrees that all intellectual property rights, including all copyrights, patents, trademarks, knowhow, service marks and trade secrets, in and to the Services, Products or Instructions are solely the property of SDC or its licensors, and that any confidential or proprietary information relating to the Services, Products or Instructions shall be deemed SDC's confidential information. Customer will not disclose any of these intellectual property rights to any third party, nor will Customer otherwise infringe these intellectual property rights. The Customer may in particular not remove, alter or obscure any copyright or other proprietary rights notices marked on any part of the Products or the Instructions nor (try to) open or make holes in any part of the Products. The Customer expressly waives, and hereby assigns to SDC, any and all right title and interest, including any and all intellectual property rights that the Customer may acquire in the Products, except for the licenses expressly granted by SDC and any pre-existing intellectual property belonging to the Customer. The Customer will not perform any activities to copy, build or develop any type of energy generating floor.

7.2 In the event of a breach or a threatened breach of this Article 7, SDC is entitled to seek appropriate injunctive relief. In the event of a breach, SDC shall also be entitled to seek actual damages and any other relief permitted under law. Without prejudice to the rights of SDC as stated in this Article 7, SDC is entitled to a penalty in the amount of € 100,000. This penalty is immediately due and payable.

**8. Compliance**

8.1 The Customer and SDC will refrain from any behavior that is in conflict with the Agreement, the Terms and Conditions or with applicable law and/or regulations, and will act and behave in conformity with what may be expected of a responsible and careful contract parties.

8.2 The Customer is solely responsible for obtaining and maintain in full force and effect any permissions required by the laws and regulations applicable to the Customer for the use of the Products and/or the Services.

**9. Normal use**

9.1 THE CUSTOMER IS OBLIGED TO USE THE PRODUCTS IN CONFORMITY WITH THE **INSTRUCTIONS** (AS DEFINED IN ARTICLE 1.6). IF THE CUSTOMER DOES NOT FULFILL THE OBLIGATION AS STIPULATED IN THIS ARTICLE, SDC CANNOT BE HELD LIABLE FOR ANY DAMAGE RESULTING. ANY GUARANTEE, INDEMNIFICATION OR WARRANTY GIVEN BY SDC TO THE CUSTOMER, EITHER BY LAW OR BY THE AGREEMENT, ONLY APPLIES AS LONG AS THE CUSTOMER USES THE PRODUCTS IN CONFORMITY WITH THIS ARTICLE AND THE INSTRUCTIONS (AS DEFINED IN ARTICLE 1.6).

9.2 If the Customer discovers a defect in any of the Products, the Customer is obliged to take the Product out of use immediately. Subsequently, the Customer is obliged to inform SDC immediately about the defect. SDC then is obliged to repair or replace the Product, unless parties mutually agree otherwise or unless, at the sole discretion of SDC, the costs involved with repairing or replacing the Product are disproportionately high in respect of the defect. SDC then is entitled to grant the Customer a credit note instead.

9.3 Subsequently SDC will examine the defect Product. If this examination shows that the defect has not been caused by the Customer, all the costs involved (including shipping costs and costs involved with the examination and repair) will be at SDC's expense. If not, the aforementioned costs will be at the Customer's expense and no credit note as meant in the previous paragraph will be granted. Any defect will be deemed to be caused by the Customer if the Customer did not install and/or maintain the Product in accordance with the Instructions or these Terms and Conditions. THIS REMEDY IS THE EXCLUSIVE REMEDY OF THE CUSTOMER IN THE EVENT OF A DEFECT.

**10. Liability**

10.1 NEITHER PARTY WILL EVER BE LIABLE TOWARDS THE OTHER PARTY FOR ANY CONSEQUENTIAL DAMAGE, INCLUDING IN ANY EVENT CONSEQUENTIAL LOSS, LOSS AS A CONSEQUENCE OF STAGNATION OF OPERATIONS AND/OR LOSS OF PROFIT OF THE OTHER, PROVIDED HOWEVER THAT THE EXCLUSION OF LIABILITY IN THIS ARTICLE IS NOT APPLICABLE TO THE LIABILITY OF THE CUSTOMER FOR CONSEQUENTIAL DAMAGE RESULTING FROM AN INFRINGEMENT BY THE CUSTOMER OF THE INTELLECTUAL PROPERTY RIGHTS OF SDC AS MEANT IN ARTICLE 7.

10.2 SHOULD SDC AT ANY TIME BE LIABLE FOR ANY DAMAGE SUFFERED BY THE CUSTOMER, THIS LIABILITY CAN NEVER EXCEED THE SUM RECEIVED BY SDC UNDER THE AGREEMENT.

10.3 The restrictions upon liability included in this Article do not apply where the damage is the consequence of intent or deliberate recklessness on the part of a Party or of its management.

**11. Transfer of risk**

The risk of loss or damage to the Products will pass from SDC to the Customer upon delivery of the Products. If the Customer and SDC agree that SDC will transport and install the Products, the risk of loss or damage to the Products will pass upon installation.

## 12. Force majeure

- 12.1 IF SDC FAILS TO PERFORM ITS OBLIGATIONS FOR A REASON THAT CANNOT BE IMPUTED TO IT (FORCE MAJEURE), IT SHALL NOT BE LIABLE. To the extent that performance is not permanently impossible, the obligations are suspended until the force majeure event no longer applies. If the period in which performance is not possible due to force majeure exceeds or will exceed thirty days, either Party is entitled to terminate the Agreement, without there being any obligation towards the other for damages.
- 12.2 Termination of the Agreement pursuant to Article 12.1 does not relieve the Customer of its obligations to remit payment of any invoices. If SDC has already fulfilled part of its obligations at the start of the force majeure, SDC is entitled to submit a separate invoice for the part of the Service or Products already provided and the Customer is obliged to pay such invoice notwithstanding termination of the Agreement.
- 12.3 For purposes of this Article 12, force majeure means each circumstance beyond the control of a Party which hampers the full or partial performance of its obligations to the other Party or on account of which the performance of such obligations cannot reasonably be expected of that Party, irrespective of whether that circumstance could have been foreseen at the time the Agreement was concluded. Such circumstances are deemed to include any obligations imposed by the authorities that have consequences for the Agreement and delayed or cancelled obligations of third parties necessary to carry out the Agreement.

## 13. Termination

- 13.1 In the event that:
- (a) the Customer fails to perform any of its obligations towards SDC; or
  - (b) if SDC has good reason to doubt that the Customer will perform its obligations; and
  - (c) the Customer is unable, at the first request of SDC, to provide adequate security for the performance of its obligations; or
  - (d) the assets of the Customer are seized; or
  - (e) the Customer applies for a suspension of payments, is declared bankrupt or otherwise loses the unfettered control of its assets,
- SDC has the right to suspend the execution or further execution of any Agreement(s) concluded with the Customer, or to cancel the said Agreement(s) wholly or partially, without prejudice to the right of SDC to compensation of direct or other damages. Should SDC cancel the said Agreement(s), SDC is entitled to collect the Products in accordance with Article 4.6. The Customer is obliged to compensate inter alia the costs involved with this collection.

## 14. Miscellaneous

- 14.1 If any provision of the Terms and Conditions and/or of any Agreement will be deemed by any court of competent jurisdiction or other competent authority to be void, invalid, unenforceable or unlawful in whole or in part, the Terms and Conditions and/or any affected Agreement will continue to be valid and enforceable as to the other terms and the remainder of the affected term. The affected provision will be deemed amended to the minimum extent necessary to render it valid and enforceable in conformity with applicable law and Parties' intent as expressed in the Terms and Conditions and/or that Agreement.
- 14.2 The Agreement is governed by and construed and interpreted in accordance with the laws of the Netherlands, without reference to conflicts of law principles and/or the United Nations Convention on Contracts for the International Sale of Goods.
- 14.3 Any dispute, will be submitted to the exclusive jurisdiction of the competent court in Rotterdam, the Netherlands. This is without prejudice to either Party's right to seek interim relief against the other Party (such as an injunction) through the president of the district court of Rotterdam, the Netherlands to protect its rights and interests.
- 14.4 Any claims of either Party shall lapse three months after termination of the Agreement to which these claims pertain, or on such earlier date as may be stipulated by law.
- 14.5 Failure by a Party to at any time or for any time enforce or insist on the performance of an obligation or any term or any of its rights hereunder will not be deemed to be or construed as a waiver by that Party thereof or of any other obligation or of any other term or of any of its other rights hereunder.
- 14.6 The headings in these Terms and Conditions are for ease of reference only and shall not be taken into account in the construction or interpretation of any term to which they refer.
- 14.7 These Terms and Conditions, including the Agreement, constitutes the entire agreement between Parties with respect to the subject matter hereof and supersedes any and all previous oral or written documents, agreements, commitments, understandings or communications between the Parties relating to the subject matter of these Terms and Conditions.
- 14.8 Any terms of these Terms and Conditions and/or any Agreement, which are expressly or by their nature intended to continue to apply after the termination for whatever reason of these Terms and Conditions and/or the Agreement, will after termination remain valid and apply to the Parties and their respective successors and assignees. In particular the terms with respect to fees and expenses, confidentiality, intellectual property rights, data protection, liability, non solicitation, force majeure, assignment, survival, severability, applicable law, choice of forum and entire agreement shall survive any termination of these Terms and Conditions and/or the Agreement.

## ANNEX I Instructions

**PLEASE READ THESE INSTRUCTIONS CAREFULLY AND RETAIN THEM FOR REFERENCE. ALWAYS ENSURE THAT THE PRODUCT(S) IS / ARE OPERATED CORRECTLY.**

**USE THE PRODUCT(S) ONLY IN ACCORDANCE WITH THESE INSTRUCTIONS AND ANY OTHER INSTRUCTIONS PROVIDED BY SDC.**

**THE PRECAUTIONS NOTED IN THESE INSTRUCTIONS ARE INTENDED TO INSTRUCT YOU IN THE SAFE AND CORRECT OPERATION OF THE PRODUCT(S) TO PREVENT INJURIES OR DAMAGES TO YOURSELF AND ANY OTHER PERSON(S), PROPERTIES AND THE PRODUCT ITSELF.**

### General

- Avoid dropping or subjecting the product to severe impacts that could damage the electronics and/or the casing of the product.

### Transportation and installation

- The Energy Meter can only be connected with the electricity socket and the SDF as described in the installation manual.
- Transportation of the Energy Meter and or SDF is only allowed in special casing as specified and provided by SDC.
- NO PEOPLE OTHER THAN CERTIFIED INSTALLERS ARE ALLOWED TO OPEN OR ADJUST THE PRODUCTS, OPENING THE PRODUCTS CAN CAUSE A MALFUNCTION AND WILL DISMISS ANY LIABILITY, WARRANTY OR GUARANTEE.
- During the installation, the accompanying installation manual should at all times be followed. In case of doubt, the customer should at all times contact SDC.
- Place the product on a flat, hard and stable surface where it cannot fall and will not vibrate.

### Lights

- Lights above and near the SDF and the Energy Meter should be minimized as much as possible; any lights within a distance of 10 meter have a negative influence on the visibility of the Product lights.
- People with epilepsy and/or disturbance of equilibrium or other disabilities which may be influenced by (blinking) lights can be in the proximity of the SDF and the Energy Meter at their own risk.

### Sensitivity to magnetic fields

- Avoid strong magnetic fields; never place the product in close proximity to equipment generating strong electromagnetic fields. Exposure to strong magnetic fields may cause malfunctions of the Products.

### Electricity and heat

- When connecting the Products: never allow the power cord or plug to contact water or any other liquid or a source of heat such as a hot hob or flame.
- Verify the voltage and current is the same as indicated in the instruction.
- The product needs space to allow heat to escape, thereby preventing the risk of fire. Make sure that the product has sufficient space around it and does not come in contact with flammable material. The product must not be covered while in use. Make sure any air vents are not covered or blocked.
- Never allow the power cord to hang over the edge of a draining board, worktop or table.
- Make sure your hands are dry before touching the cable or plug.
- Always use earthed power sockets.

### Normal use of the SDF and the Energy Meter is further subject to the following restrictions:

- SDF is meant for use by dancing and moving people only; no machines, weights, vehicles or other (heavy) objects may be placed on or moved over SDF.
- WHEN SDF IS NOT BEING OPERATED, NO STEPPING OR OTHER MOVEMENT ON OR OVER THE MODULES IS ALLOWED.
- Do not jump or dance on SDF with a frequency above 120 beats per minute.
- Do not exceed the maximum weight tolerance per SDF module of 150 kilogram (330 lbs).
- The SDF and the Energy Meter cannot be exposed to corrosive substances.
- The SDF and the Energy Meter cannot be exposed to sharp or hard materials.
- The Energy Meter cannot be exposed to any other materials, liquids and/or gasses of which it is generally known that they may cause damage to synthetic materials.
- Do not use excess of water or any liquids around or on the SDF and/or the Energy Meter.
- Do not push or lean against the Energy Meter.
- The SDF and the Energy Meter cannot be exposed to temperatures above 55 degrees Celsius (131 degrees Fahrenheit) or below 5 degrees Celsius (41 degrees Fahrenheit).
- The SDF and the Energy Meter must be cleaned after each event.
- The SDF and Energy Meter may only be cleaned by using a wet cloth with non corrosive substances. No high pressure cleaning equipment may be used. Never use boiling liquids.

### Maintenance and repair

- Do not attempt to disassemble or alter any part of the equipment that is not expressly described in documents provided by SDC.
- Have any repairs carried out solely by qualified personnel, trained by or on behalf of SDC. Never try to repair the SDF or the Energy Meter by yourself without prior consent.