

**Sustainable Dance Club B.V.
General Terms and Conditions
PURCHASE**

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 Products and 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 sale and purchase 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 installation manual, the maintenance manual and the attached instructions for normal use provided by SDC to the Customer containing the total set of instructions for proper use of each of the Products as provided to the Customer.
- 1.7 Parties:
SDC and the Customer.
- 1.8 Products:
Collectively the Energy Meter and/or the SDF and/or the MiniSDC and/or any other product of SDC, as well as any packaging materials and accessories, all as more detailed described in the proposal that has been send to 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 energy generating dance floor, also called the Sustainable Dance Floor.
- 1.11 Services:
The service(s) provided by SDC to the Customer. These services are:
-transport of Products;
- installation of the Products;
-training of Customer;
- maintenance of the Products, subject to the specified Warranty.
- 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, unless otherwise explicitly stated in the Agreement.
- 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.

3. Price and payment general

- 3.1 The prices 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.
- 3.2 If the Customer does not pay an undisputed invoice on time, it is in default by operation of law and, provided the Customer has been given seven days written notice of the default via email, interest on the payment of such undisputed and delayed invoice will incur from 7 days 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.

- 3.3 All debt collection costs that are incurred after the relevant payment term for an undisputed invoice has expired will be borne by the Customer.
- 3.4 SDC is not obliged to refund payments made by the Customer in the event of early termination of the Agreement by the Customer.
- 3.5 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 within fourteen calendar days after receipt of the Products.
- 3.6 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.
- 3.7 If the costs involved with repairing or replacing the Product are disproportionately high in respect of the defect, SDC will refund money paid by the Customer in respect of the defective Product within seven calendar days of receipt of the complaint
- 3.8 The ownership of any delivered Product will not transfer to the Customer until the price of all ordered Products is fully paid.

4. Intellectual property rights

- 4.1 Customer agrees that all intellectual property rights, including all copyrights, patents, trademarks, knowhow, in and to the Products 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 infringe these intellectual property rights. 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 shall not perform, commission or otherwise initiate any activities to copy, build or develop any type of energy generating floor and/or the Mini Sustainable Dance Club nor any product that is confusingly similar to these products nor any other (essential parts of a) Product of SDC.
- 4.2 In the event of a breach of this Article 4, 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 including specific performance. Without prejudice to the rights of SDC as stated in this Article 4, SDC is entitled to a penalty up to the amount of € 100,000 per event.

5. Compliance

- 5.1 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.
- 5.2 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.

6. Warranty and Normal use

- 6.1 SDC must use all reasonable skill and care and to the best of SDC's knowledge, experience and expertise to provide:
 - (a) the Services
 - (b) the Products
 and must ensure that the Products when installed and implemented provide the functions and meets the performance criteria as described in the product specification.
- 6.2 SDC represents and warrants to the Customer that:
 - (a) it is a legal entity duly incorporated and validly existing;
 - (b) it has the power to execute deliver and perform the Service and provide the Products under this agreement;
 - (c) to its knowledge there are no claims or investigations pending or threatened by or against it which may have a material effect on its ability to perform the Services and provide the Products;
 - (d) it has all authorizations required by law to perform the Services and provide the Products;
 - (f) it has the technical expertise to design, supply and implement the Product and to perform the Services;
 - (g) it has a valid license to provide the Services and Product and to grant the right to the Customer to use the Product.
 The warranty period commences at the date of this Agreement and terminates one (1) year later.

SDC will during the warranty period provide necessary support services and will (assist to) correct each default which is discovered or notified to the Customer during the warranty period.

- 6.3 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).
- 6.4 If the Customer discovers a defect in any of the Products, the Customer is obliged to take the Product out of use immediately. Within seven calendar days of this removal, the Customer is obliged to send SDC a written notice regarding the defect. After receipt of the written complaint, the Product involved will be sent to SDC for examination or SDC will examine and, if reasonably possible, remedy the defect on the spot. After examination and a finding in the reasonable opinion of SDC that the Product is defective, SDC can choose to remedy the defect or replace the Product. If examination shows that the defect has not been caused by the Customer and the defect is covered by a warranty, the costs involved with the examination and repair or replacement will be at SDC's expense, except for sending the faulty parts to SDC. If not, the aforementioned costs will be at the Customer's expense. Any defect will be deemed to be caused by the Customer if the Customer did not maintain the Product in accordance with the Instructions or these Terms and Conditions. SDC WILL NOT BE OBLIGED TO COMPENSATE ANY OTHER COSTS BUT THE COSTS MENTIONED IN THIS ARTICLE. THIS REMEDY IS THE EXCLUSIVE REMEDY OF THE CUSTOMER IN THE EVENT OF A DEFECT.
- 6.5 The provisions of Section 2 and Section 3 of Book 7 of the Dutch Civil Code do not apply on the Agreement nor on these Terms and Conditions.

7. **Liability**

- 7.1 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 5.
- 7.2 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.

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

8. **Transfer of risk**

- 8.1 The risk of loss or damage to the Products will pass upon installation upon satisfactory installation following testing by SDC that the Product is fit for use.
- 8.2 The Customer must sign for acceptance when the Products are being delivered by a transport company on behalf of SDC. ANY DAMAGE OF THE PACKAGING NOTICEABLE AFTER VISUAL INSPECTION MUST BE NOTED ON THE BILL OF LADING (CMR in case of road transport or Airway Bill in case of air transport).

9. **Force majeure**

- 9.1 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.
- 9.2 Termination of the Agreement pursuant to Article 9.1 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.
- 9.3 For purposes of this Article 9, 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.

10. Confidentiality

- 10.1 Each Party shall observe confidentiality towards third parties with regard to any data of a secret or confidential nature, in any form whatsoever, obtained from the other Party.
- 10.2 The duty to observe confidentiality as described in Article 10 remains in effect until two years following termination of the Agreement.

11. Termination

- 11.1 In the event that 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 the said Agreement(s) be terminated for reasons mentioned in 11.1, before full payment is received, SDC is entitled to collect the Products. The Customer then will be obliged to make the Products available to SDC. The Customer is obliged to compensate inter alia the costs involved with this collection.

12. Miscellaneous

- 12.1 Neither Party is permitted to assign, transfer or otherwise dispose of any of its rights under the Agreement, in whole or in part, without the prior written consent of the other Party, which consent will not be unreasonably withheld, delayed or conditioned. The Party required to give its consent may however attach reasonable conditions to its consent.
- 12.2 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.
- 12.3 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.
- 12.4 In the event of any dispute arising out of or in connection with these Terms and Conditions, any Agreements and/or any amendment as meant in Article 2.5 to which these Terms and Conditions are applicable, including any question regarding the existence, validity or termination thereof, the Parties shall first endeavor to reach an amicable settlement.
- 12.5 Any such dispute, as referred to in Article 12.4, 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.
- 12.6 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.
- 12.7 Each Party bears its own costs in connection with the preparation and realization of the Agreement, including (without restriction) the costs of its advisers.
- 12.8 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.
- 12.9 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.
- 12.10 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. Each Party acknowledges that in entering into these Terms and Conditions and any Agreement it has not relied on any representation, warranty or collateral contract or other assurance except those set out therein.
- 12.11 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 for normal use

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 OR MANUALS 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

- Transportation of the Products is only allowed in special casing as specified and provided by SDC.
- ONLY EDUCATED PERSONNEL IS ALLOWED TO OPEN OR ADJUST THE PRODUCTS, OPENING THE PRODUCTS CAN CAUSE A MALFUNCTION AND IF NOT DONE PROPERLY ACCORDING TO THE PROVIDED INSTRUCTIONS, IT 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 a 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 Products must not be covered while in use. Make sure the 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 Products is further subject to the following restrictions:

- SDF and the MiniSDC are 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 or in the MiniSDC.
- Do not jump or dance on SDF or in MiniSDC with a frequency above 120 beats per minute.
- Do not exceed the maximum weight tolerance per SDF module of 150 kilogram (330 lbs).
- The Products cannot be exposed to corrosive substances.
- The Products cannot be exposed to sharp or hard materials.
- The Products 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 water or any liquids around or on the SDF and/or the Energy Meter.
- Do not push or lean against the MiniSDC or the Energy Meter.
- The Products cannot be exposed to temperatures above 55 degrees Celsius (131 degrees Fahrenheit) or below 5 degrees Celsius (41 degrees Fahrenheit).
- The Products must be cleaned after each event.
- The Products 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 this guide or the maintenance manual.
- Have any repairs carried out solely by qualified personnel, trained by SDC. Never try to repair the SDF or the Energy Meter by yourself without prior consent of SDC.