

Annex 1 - General Terms and Conditions StembertDESIGN

Article 1 Definitions

These General Terms and Conditions are applicable to all services of StembertDesign from 2013 onwards. The following definitions are used in these General Terms and Conditions:

StembertDESIGN, sole proprietorship with base in The Hague, The Netherlands.

Client, the natural person or business which has (in)directly purchased, is going to purchase, or has requested an Offer for Services and/or Products from StembertDESIGN.

Parties, StembertDESIGN and Client together.

Products, the products to be delivered by StembertDESIGN to the Client as set out in the Offer and/or Agreement.

Services, the services to be provided by StembertDESIGN to the Client as set out in the Offer and/or Agreement.

Offer, an invitation by StembertDESIGN to a third party containing the pricing and conditions for the supply of Services and/or Products.

Agreement, the written agreement (including email) between StembertDESIGN and the Client and/or the acceptance by a Client of an Offer made by StembertDESIGN regarding the supply of Services and/or Products to the Client as laid down in a confirmation of StembertDESIGN.

Extra Work, all additional work to be performed by StembertDESIGN at the request of the Client, which is not included in the Offer and/or Agreement and all additional work to be performed by StembertDESIGN arising from inadequate or insufficient information provided by the Client.

Article 2 Applicability

2.1. These General Terms and Conditions apply to all Offers and Agreements sent and made after January 1, 2012. These General Terms and Conditions exclude any and all general terms and conditions of the Client, unless Parties have agreed otherwise in writing. By signing an offer or by confirming an offer by means of an electronically document, you agree to these General Terms and their applicability.

2.2. Modifications, changes, supplements to and extensions of the Agreement, Offers or these General Terms and Conditions are only binding after explicitly being agreed upon between the Client and StembertDESIGN, either by a written or electronically document.

Article 3 Offers

3.1. Offers are valid for one month. All Offers are subject to Agreement and based upon the information provided by the Client.

3.2. All prices stated in the Offer are in USD and excluding VAT and other taxes, duties, local and governmental fees, obligations and other external costs, and are an indication of the expected costs.

3.3. Each Offer is based upon performance in connection to normal operation conditions and during working hours.

3.4. StembertDESIGN has the right to refuse an order without stating an underlying reason.

Article 4 Agreement

4.1. An Agreement between StembertDESIGN and Client will be concluded after explicit confirmation of all agreed upon stipulations by StembertDESIGN, either written or by email.

This confirmation will be deemed to reflect the Agreement, unless Client submits a notice of objections within eight days, in writing or by email.

4.2. StembertDESIGN will make every effort to perform the Services commissioned carefully and to achieve a result that is useful to the Client.

4.3. The Client may not assign any rights and/or obligations as determined in the Agreement without the prior written consent of StembertDESIGN, which consent will not be unreasonably be withheld or delayed.

4.4. StembertDESIGN is allowed to engage third parties in the execution of the Agreement.

4.5. During the Agreement Client authorizes StembertDESIGN to fully access Client's blog and/or website and/or other programs in order to provide the Products and/or Services.

Article 5 Price, billing, payment term

5.1. StembertDESIGN will send Clients an advance payment invoice for 50% percent of the agreed upon fee. StembertDESIGN accepts IBAN ING payments only, on account number 8872250 with IBAN number NL20INGB0008872250 and BIC code INGBNL2A. After the invoice has been paid and received, StembertDESIGN shall to its best effort, deliver the agreed upon Products and/or Services within the delivery period.

5.2. If the Client fails to settle payment, the Client will be in default without requiring any further notice of default. The Client will be required to pay default interest at a rate of 8.25%, or the at the time of default valid Dutch Legal interest rate, of the outstanding principal sum per month, in which a part of a month will be deemed to be a whole month. In addition, the Client will be obliged to pay the extra-judicial collection costs plus default interest.

5.3. In the event of overdue payment or non-payment of invoices by the Client, StembertDESIGN is authorized to suspend its obligations, terminate its Services, and claim its retention on the title of the delivered Products and/or Services by any means, including removing or canceling the access of Client to the delivered Products and/or Services until the outstanding sum is paid in full, without prejudice to any of StembertDESIGN's other rights and remedies.

Article 6 Delivery period

6.1. Any delivery period stated by StembertDESIGN in the Offer and/or Agreement is an indication only.

6.2. The delivery period starts when StembertDESIGN received the advance payment and all relevant documents, and all necessary conditions for performance by StembertDESIGN have been fulfilled.

6.3. StembertDESIGN may extend the delivery period after informing Client.

6.4. If there is a suspension of obligations by StembertDESIGN, the delivery period will be extended for the duration of the suspension. If continuation of the Services can not be fitted into the planning schedule of StembertDESIGN, the Services will be completed as soon as its planning schedule permits.

6.5. If the delivery of the Services and/or Products is impossible due to force majeure – for example as described below Article 10 of these General Conditions - the delivery period will be extended for the term of the delay occurred.

6.6. If the delivery period has been exceeded, this will not under any circumstances lead to any entitlement to compensation unless otherwise agreed upon in writing.

Article 7 Extra Work

7.1. Extra Work will mean (i) all additional work to be performed by StembertDESIGN at the request of the Client, which is not included in the Offer and/or Agreement, (ii) additional work that was unforeseen by StembertDESIGN at the time of the Agreement, and (iii) all additional work to be performed by StembertDESIGN arising from inadequate or insufficient information provided by the Client.

7.2. StembertDESIGN will be allowed to charge Client the Extra Work to be performed after informing and approval of the Client.

7.3. If Extra Work has to be done, the delivery period will be extended by the time necessary to supply (or arrange for the supply of) the materials and parts for this purpose and to carry out the additional work. If the Extra Work can not be fitted into the planning schedule of StembertDESIGN, the Extra Work will be completed as soon as the planning schedule of StembertDESIGN permits this.

Article 8 Intellectual and industrial property rights

8.1. Unless otherwise agreed, all intellectual property rights, including without limitation copyrights and design rights, in and arising from the Services and/or Products will remain the property of and/or vest in StembertDESIGN. If any of such rights can be acquired by registration only, StembertDESIGN will have sole and exclusive power to effect such registration. Should any right or interest in the Services and/or Products not be transferred by these General Terms, Client shall cooperate in any way in order to effectuate such transfer.

8.2. StembertDESIGN grants Client a non-exclusive license to use the Product and/or Service for its personal use in a non commercial way only. Client shall not copy or reproduce any part of the Product and/or Service, but for its own personal use.

8.3. StembertDESIGN does not guarantee or warrant that the Services and Products are not

the subject of rights of any third party, including but not limited to patents, design rights, trademark rights, copyrights and portrait rights, of third parties.

8.4. StembertDESIGN will at all times be entitled to imprint its name on or in, or to remove it from the Products and without the StembertDESIGN's prior authorization the Client may not publish or reproduce the work without identifying StembertDESIGN by name.

8.5. StembertDESIGN reserves the right to use and display any Product or elements of Products and or Services for purposes of advertisement or marketing.

8.6. Client guarantees that all materials it provides to StembertDESIGN are free of any rights, including copyrights and portrait rights, of any third party. Client will indemnify and hold harmless StembertDESIGN for any and all damage in connection with the preceding sentence.

Article 9 Retention of title

9.1. After delivery of the Products StembertDESIGN will retain title to the Products as long as the Client:

- a. fails to perform its obligations under the Agreement or other Agreements between StembertDESIGN and the Client;
- b. fails to pay for activities performed or yet to be performed under such Agreements as described under Article 5.
- c. has not paid all claims that result from the nonfulfillment of the above described Agreements in Article 5 such as damages, penalties, interest and costs.

9.2. As long as title to delivered Products is retained by StembertDESIGN, the Client may not sell those Products nor encumber them.

9.3. After StembertDESIGN has invoked its reservation of title it may retake possession of the delivered Products in circumstances as mentioned in Article 5.

Article 10 Force Majeure

10.1. In case of force majeure the concerning Party is entitled to suspend the obligations for the duration and extent of the force majeure, provided that the other Party has been notified in writing of the force majeure. Force majeure situations will concern those situations which prevent the execution of the Agreement and which are not imputable to the concerning Party pursuant to law, the Agreement or according to generally accepted standards and as a result will not be attributable to that Party.

Article 11 Liability

11.1. StembertDESIGN will not be liable for:

- a. errors or defects in materials supplied by the Client;
- b. misunderstandings, errors, or defects in the performance of the Agreement if such misunderstandings, errors or defects were caused by acts of the Client, such as late delivery or non-delivery of complete, sound and clear information and/or materials;
- c. errors or defects by third parties engaged by or on behalf of the Client;
- d. inaccuracies in offers made by suppliers, or prices quoted by suppliers being exceeded;

11.2. StembertDESIGN will be liable only for direct damage attributable to StembertDESIGN.

Direct damage will include only:

- a. reasonable costs to assess the cause and extent of the damage, to extent that such assessment concerns damage within the meaning of these General Terms and Conditions;
- b. any reasonable costs necessarily incurred to have the StembertDESIGN's defective performance conform to the Agreement; and
- c. reasonable costs incurred to prevent or limit the damage, to the extent that the Client

demonstrates that those costs led to a limitation of the direct damage referred to in these General Terms and Conditions.

StembertDESIGN's liability for all other damage, such as indirect damage, including consequential damage, loss of profits, mutilated or lost data or materials, or damage due to business interruption is hereby excluded.

11.3. Save in the event of intent or willful recklessness by StembertDESIGN, StembertDESIGN's liability for damage or loss arising from an Agreement or any wrongful act committed against the Client will be limited to the amount invoiced for the portion of the Services and Products provided, less the costs incurred by StembertDESIGN in the engagement of third parties, on the understanding that that amount will not exceed \$ 1,000.- (one thousand Dollar).

11.4. It is the responsibility of the Client to save and store backups of data, previous designs, as well as any design purchased through StembertDESIGN. StembertDESIGN will not be liable for loss of any data and/or designs.

11.5. The Client will indemnify and hold StembertDESIGN harmless from any third-party claims arising from the Agreement executed by StembertDESIGN on Client's request and/or the use by the Client of the Services and/or Products delivered by StembertDESIGN.

11.6. Any claim of the Client in respect of this Article needs to be expressly notified to StembertDESIGN in writing as soon as possible but in any case within three (3) months after the date of the final invoice of the applicable Agreement, in absence of which any claim will lapse completely.

Article 12 Warranty

12.1. StembertDESIGN warrants the proper execution of the agreed performance of the Products for the period of three (3) months after delivery of those Products.

12.2. No claims to any guarantees can be made:

- a. if the Client has not complained in writing within the period of guarantee as agreed upon between StembertDESIGN and the Client;
- b. if the Client is non-performing and/or is in non-observance of its obligations out of the Agreement and/or a prior Agreement;
- c. if the defect or shortcoming in performance is not attributable to circumstances and/or circumstances which should be at the risk of StembertDESIGN, in the broadest way of interpretation;
- d. if the defect or wastage is the result of negligent maintenance;
- e. if the Products have been modified by third parties;
- f. if the defect or shortcoming is the result of improper use;
- g. if the defect or shortcoming is a result of force majeure, including an Act of God, lightning strike, or any other weather related causes;
- h. if the defect or shortcoming is the result of exposure to moist circumstances, extreme heat, sun light or extreme cold.

12.3. Under no circumstances does any claim to guarantee mean that the Client does not have to fulfill its payment obligations as set out in the Agreement.

12.4. The Client indemnifies StembertDESIGN or persons engaged by StembertDESIGN in the performance of the work commissioned against any third-party claim or action arising from the application or use of the design created by StembertDESIGN or persons referred to above.

12.5. The Client indemnifies StembertDESIGN against any claim or action relating to

intellectual property rights in materials or information supplied by the Client and used in the performance of the work commissioned.

Article 13 Termination of the Agreement

13.1. In case one of the Parties should fail to meet an obligation resulting from the Agreement, the Party concerned will, after given notice of default, have the possibility to fulfill the obligation within a reasonable term. If such outstanding obligation is not fulfilled within this term, the other Party is entitled to terminate the Agreement without observing a notice period, by means of registered mail, without prejudice to the right of compensation. Furthermore, any and all accounts receivable of the terminating Party towards the Party in default will be immediately due and payable.

13.2. Parties have the right to terminate the Agreement, by registered mail, with immediate effect:

- a. in the event the other Party is in state of bankruptcy or suspension of payment or a petition to that effect is filed by or against that Party;
- b. in the event the business of the other Party will be winded up or closed down;
- c. in case of force majeure – as determined in these General Terms and Conditions- and the force majeure situation will last over ninety (90) days.

Furthermore StembertDESIGN is entitled to terminate the Agreement in the event the control of the business of the Client will be transferred, directly or indirectly, to a third party.

13.3. If at the time of such termination as set out in Articles 13.1. and 13.2. the Client has already received any performance in the execution of the Agreement, such performance and the payment obligation connected therewith will be incapable of being undone unless StembertDESIGN is in default with respect to such performance. Any amounts due to StembertDESIGN in connection with Services and/or Products already performed and/or

delivered will remain fully due and will become immediately payable upon termination.

13.4. In the event of (premature) termination or rescission, the Parties will remain bound by those Articles of these General Terms and Conditions, which have the purpose to survive the termination of the Agreement.

Article 14 Confidentiality

14.1. Parties agree that any and all information regarding Parties' (research) business – disclosed during and in connection to the Agreement, in whatever format – will be deemed confidential if the nature of the information is confidential and of which the other Party reasonably knows or should know that that information is confidential (such as, but not limited to, technical, commercial, financial and legal data/information). Parties agree that they will treat the confidential information in full confidence and they will not, without the prior written consent of the other Party, use or disclose the confidential information to any third party. This obligation will remain in force and effect after termination of the Agreement.

14.2. The obligation to maintain confidentiality as set forth in Article 14.1. will not apply to information for which the concerning Party can prove that:

- a. the information was already available to that Party before the Activities were started;
- b. the information is or, since the Agreement commenced, has become publicly known, without any intervention of a Party involved;
- c. the information has developed independently of the received information;
- d. the information was received from third parties and, to the best knowledge of the receiving Party has not originated from the other Party.
- e. the information is to be disclosed pursuant to the Agreement or by Law or by requirement of a court, administrative agency or other governmental body, provided that each Party will provide the other Party with prompt notice of such reason of disclosure

to afford the other Party an opportunity to intervene and prevent the disclosure.

14.3. In the event of an infringement of this provision the Client will owe StembertDESIGN a penalty of \$ 500,- (five hundred Dollar) per day and in addition \$ 100,- (one hundred Dollar) per day such infringement will remain. This penalty may be claimed in addition to any right to compensation of damages by law.

Article 15 Severability

15.1. The invalidity or unenforceability of any particular provision of the Agreement and of these General Terms and Conditions will not affect any other provisions therein. The Agreement and these General Terms and Conditions will be executed in all respects as if such invalid or unenforceable provision was omitted. The invalid and/or unenforceable part will be replaced by a valid and forceable provision that will be in line with the intention of Parties as much as possible.

Article 16 Applicable law

16.1. The Agreement and these General Terms and Conditions will be exclusively governed by Dutch law.

16.2. All disputes which may arise from the Agreement and/or these General Terms and Conditions or from the execution of the Agreement will be exclusively submitted to the competent court of Rotterdam, The Netherlands.

16.3. The Vienna Convention on Contract for the International Sale of Products (CIGS) is not applicable to the Agreement.