

## GENERAL TERMS AND CONDITIONS

Studio Mango B.V.

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### 1. AGREEMENT, QUOTATION AND CONFIRMATION

- 1.1 These General Terms and Conditions are applicable to all offers and to the realisation, contents and fulfilment of all agreements made between the client and Studio Mango. Deviations from these General Terms and Conditions can only be agreed in writing between the client and Studio Mango.
- 1.2 Quotations are non-binding and are valid for 3 months. Quotations may change due to an unforeseen change in the work. Said rates and offers do not automatically apply to future assignments. The client is responsible for the correctness and completeness of the data provided by her or on her behalf to Studio Mango on which Studio Mango bases the quotation.
- 1.3 Assignments need to be confirmed in writing by the client. If the client fails to do so, but nevertheless agrees to Studio Mango starting with the execution of the assignment, the contents of the quotation shall be considered as agreed and these General Terms and Conditions shall apply. Further verbal agreements and stipulations only bind Studio Mango after they have been confirmed in writing by Studio Mango.

### 2. EXECUTION OF THE AGREEMENT

- 2.1 Studio Mango shall make every effort to carry out the assignment with due care and independence, to represent the client's interests to the best of its ability and to strive to achieve a result that is useful to the client, as can and should be expected of an industrial design agency acting reasonably and professionally.
- 2.2 The client does everything that is reasonably necessary or desirable to enable Studio Mango to deliver on time and correctly, such as the timely provision of complete, sound and clear data or materials, which Studio Mango indicates or of which the client understands or should reasonably understand that they are necessary for the execution of the agreement.

- 2.3 A deadline given by Studio Mango for the execution of the assignment is indicative, unless otherwise agreed in writing.
- 2.4 Before proceeding to execution, production, reproduction or publication, the parties shall give each other the opportunity to check and approve the latest models, prototypes or proofs of the result.
- 2.5 Deviations in the (final) result in relation to what has been agreed shall not be a reason for rejection, discount, compensation or dissolution of the agreement, if these deviations, taking all circumstances into account, are reasonably of minor importance.
- 2.6 Complaints should be made in writing to Studio Mango as soon as possible, but in any case within ten working days after completion of an assignment,. If no complaint in said timeframe is received; the client shall be deemed to have fully accepted the result of the assignment.

### 3. ENGAGING WITH THIRD PARTIES

- 3.1 Unless otherwise agreed, assignments to third parties as part of the execution of the assignment shall be given by or on behalf of the client. At the request of the client, Studio Mango can act as an agent for the account and risk of the client. The parties can agree on a fee for this.
- 3.2 If Studio Mango prepares an estimate for costs of third parties at the request of the client, this estimate is indicative. If necessary, Studio Mango can request quotations on behalf of the client.
- 3.3 If, during the execution of the assignment, Studio Mango procures goods or services from third parties at its own expense and risk according to an explicit agreement, after which these goods or services are passed on to the client, the stipulations of the general conditions of and/or separate agreements with the supplier regarding the guarantee and liability shall also apply to the client.
- 3.4 If Studio Mango, whether in the name of the client or not, gives orders or instructions to production companies or other third parties, the client shall

confirm in writing the approval referred to in Article 2.4 of these General Terms and Conditions at the request of Studio Mango.

- 3.5 The client shall not engage third parties without consulting Studio Mango if this could affect the execution of the assignment as agreed with Studio Mango. In such a case, the parties will discuss which other parties will be engaged and what work will be assigned to them.
- 3.6 Studio Mango shall not be liable for errors or defects in products or services provided by third parties engaged by or on behalf of the Client, regardless of whether they were introduced by Studio Mango. The client has to address these parties himself/herself. Studio Mango can provide assistance if required.

#### **4. INTELLECTUAL PROPERTY AND PROPERTY RIGHTS**

- 4.1 By handing over the project/model, Studio Mango declares that they are the rightful creators of the product design according to the Dutch Copyright Act. All rights/claims to intellectual property of supplied data by the client at the start of the project (sketches, briefing, 3D models, patent(s), software, branding, etc.) remain with the client. The intellectual property of all development performed by Studio Mango for the client shall during the development be vested in Studio Mango, once the client has fulfilled all payment obligations of Studio Mango, all rights to the developed Intellectual Property (IP) shall be transferred to the client in writing (IP-contract).
- 4.2 If it is necessary for the developments that Studio Mango engages an external party who will also develop its own IP then the client will be informed in advance. The general terms and conditions for subcontractors from Studio Mango stipulate that the IP generated by subcontractors is automatically transferred after acceptance of the final result by the client and the fulfilment of all payment obligations to the subcontractor.
- 4.3 If the customer does not fulfil the payment obligations as agreed in the assignment, the generated IP of the performed work shall remain property of Studio Mango and may not be used by the customer in any way. The client shall be informed in writing by Studio Mango and has 30 days after receipt of this letter to fulfil the payment obligations before the IP is seized. Studio Mango is then free to use the IP in any way to compensate for damages suffered.

- 4.4 Studio Mango is not allowed to make any publication of the project and/or the client without the written permission of the client. Obligations also apply to all intellectual property developed by Studio Mango on behalf of the client during the project. If the client has agreed to a publication of the project by Studio Mango, this publication shall first be shared with the client for approval.
- 4.5 After the completion of the assignment, Studio Mango shall ensure that the latest status of all digital files and the process steps taken are preserved for future reference. With regard to the used materials, prototypes and samples, there is no obligation to retain unless otherwise agreed.

#### **5. FEE AND INCIDENTAL EXPENSES**

- 5.1 If Studio Mango has to carry out extra work because of an extension of the assignment, because of the late, incorrect or incomplete supply of materials or data, because of the repair of the design or the result due to improper use, or because of the guidance of employees or suppliers of the client outside the scope of the assignment (on request or by necessity), then this extra work shall be compensated, regardless of whether there was a fixed price agreement, on the basis of the usual fee rates charged by Studio Mango.
- 5.2 If the execution of the assignment is delayed or interrupted due to circumstances not attributable to Studio Mango, the client shall be obliged to reimburse any costs incurred as a result. Studio Mango shall try to limit these costs as much as possible.

#### **6. PAYMENT**

- 6.1 All items delivered to the customer remain the property of Studio Mango until all amounts due by the customer to Studio Mango on the basis of the agreement between the parties have been paid to Studio Mango in full.

#### **7. TERMINATION AND DISSOLUTION OF THE AGREEMENT**

- 7.1 If the client gives notice of termination of the agreement without any culpable breach of contract on the part of Studio Mango, or if Studio Mango terminates the agreement due to an attributable breach of contract on the part of the client, the client shall be liable to pay, in addition to the fee and

the costs incurred in connection with the work performed until that moment, damages. The compensation shall comprise at least the costs arising from obligations entered into by the client in his own name with third parties for the performance of the assignment, as well as full payment of the phase already commenced at that time.

- 7.2 Both the client and Studio Mango may, in case of negligence of the other party which has remained without remedy for 60 days after written notification has been given, rescind this agreement.
- 7.3 Both Studio Mango and the client shall have the right to terminate the agreement immediately, wholly or partially, and all amounts due shall become immediately due and payable if a petition for bankruptcy, (temporary) moratorium or debt restructuring is filed with regard to the other party.

## 8. WARRANTIES AND INDEMNITIES

- 8.1 Studio Mango guarantees that the delivered work is designed by Studio Mango and that, if there is any copyright on the result, Studio Mango is considered to be the creator in the sense of the Copyright Act and can dispose of the work as the copyright holder. Studio Mango guarantees that the result of the assignment at the time of its realisation, as far as Studio Mango knows or can reasonably be expected to know, does not infringe on the rights of third parties or is otherwise unlawful.
- 8.2 If the client uses the results of the assignment, the client shall indemnify Studio Mango or third parties engaged by Studio Mango for the assignment against all claims of third parties resulting from the applications or the use of the results of the assignment. This does not affect the liability of Studio Mango towards the client for non-fulfilment of the guarantees as mentioned in the previous paragraph.
- 8.3 The client shall indemnify Studio Mango against claims relating to intellectual property rights on all materials and/or data supplied by the client that are used in the execution of the assignment.

## 9. LIABILITY

- 9.1 In case of an attributable failure, Studio Mango should first be declared in default in writing, with a reasonable period of time to still fulfil its obligations or to repair possible errors or to reduce or eliminate damage.

- 9.2 Studio Mango shall only be liable to the Client for direct damages that are attributable to Studio Mango. The liability of Studio Mango for indirect damages, including consequential damages, lost profits, lost savings, mutilated or lost data or materials, or damages due to business interruption is excluded.
- 9.3 Except in the case of intent or wilful recklessness of Studio Mango, the liability of Studio Mango shall be limited to the amount of the fee of Studio Mango for the assignment, at least for that part of the assignment to which the liability relates. This amount The amount for which Studio Mango is liable in the occurring event shall be reduced by the amount of any sums insured by the client.
- 9.4 All liability shall lapse by the expiration of two years from the time the assignment is terminated by completion, cancellation or dissolution.
- 9.5 Under no circumstances shall Studio Mango be liable for failure or delay of the project arising from circumstances beyond its control, for example: strikes, work stoppages, errors in services, components or products supplied by third parties designated by the client, accidents, natural disasters, war, attacks, civil or military disturbances, regional or national power & internet failures, "acts of god", etc.

## 10. CONFIDENTIALITY STATEMENT

- 10.1 Studio Mango shall treat all information provided by the client or persons appointed by it as confidential information and therefore keep it strictly confidential from third parties. This information will only be disclosed to employees if they have to know it for the realisation of the project. Studio Mango has imposed a duty of secrecy regarding information from clients on all employees. Studio Mango is bound to secrecy of the information for the duration of the project or until the data provided has become publicly known (e.g.: market introduction of the product), through no fault of the client.
- 10.2 If a third party is to receive information and is to be involved in the process, the client will be informed in advance for approval and, if required, an NDA will be signed between the parties before information is exchanged.

**11. OTHER CONDITIONS**

- 11.1 If any provision of these General Terms and Conditions is invalid or is nullified, the other provisions of these General Terms and Conditions will remain in full force. In that case, the parties will consult with a view to agreeing on new provisions to replace the null and void or annulled provisions, taking into account, as far as possible, the purpose and meaning of the null and void or annulled provisions.
- 11.2 The agreement between Studio Mango and the client is subject to Dutch law. Parties shall first try to solve a dispute in mutual consultation. Except if parties have explicitly agreed upon arbitration in writing, the court that is competent according to the law or the court in the district where Studio Mango has its headquarters shall, at the discretion of Studio Mango, have jurisdiction over the disputes between Studio Mango and the client.