

General Terms and Conditions B2B WeMobile Urban Wheelz Cargo B.V.

Private Company WeMobile Urban Wheelz Cargo (hereinafter: WeMobile) is registered with the Chamber of Commerce under number 67658938 and is located at Klokgebouw 193 (5617AB) in Eindhoven.

Article 1 - Definitions.

In these general terms and conditions, the following terms are used in the following meanings unless expressly stated otherwise:

1. **Company:** The natural or legal person acting in the course of a profession or business
2. **Buyer:** the Company that enters into an Agreement (at a distance) with Seller.
3. **Seller:** the provider of Products to the Customer, hereinafter: WeMobile.
4. **Offer:** Any Offer to Buyer to supply Products by Seller in the form of an agreement or contract or quotation.
5. **Products:** the Products manufactured and sold by WeMobile, which include bicycles in the broadest sense and related products.
6. **Agreement:** the (purchase) Agreement for the sale and delivery of Products purchased by the Customer from WeMobile.
7. **Partner Agreement:** The agreement being an (annual) contract between Buyer, also called exclusive partner, in which the terms and conditions such as prices, delivery dates, payment terms and other arrangements are included.

Article 2 - Applicability.

1. These general terms and conditions apply to every Offer by WeMobile and every Agreement between WeMobile and a Customer and to every Product offered by WeMobile.
2. Before an Agreement (at a distance) is concluded, the Customer will be provided with these general terms and conditions. If this is not reasonably possible, WeMobile will indicate to the Customer how the Customer can inspect the general terms and conditions.
3. The applicability of any (other) general or (purchase) conditions of the Customer is expressly rejected. Only the general terms and conditions of WeMobile shall apply.
4. Deviation from these general terms and conditions is in principle not possible. In exceptional situations the general terms and conditions may be deviated from if this has been explicitly agreed in writing with WeMobile.
5. These general terms and conditions also apply to additional, amended and follow-up Agreements with Customer.

6. If one or more provisions of these general terms and conditions are partially or entirely void or nullified, the remaining provisions of these general terms and conditions shall remain in force, and the void/nullified provision(s) shall be replaced by a provision with the same purport as the original provision.

7. Uncertainties about the content, interpretation or situations not regulated in these general terms and conditions shall be assessed and explained in the spirit of these general terms and conditions.

Article 3 - The Offer

1. All Offers made by WeMobile are without obligation, unless expressly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be expressly stated in the Offer. An Offer may be made either orally or in writing.

2. WeMobile shall only be bound by the offer if its acceptance is confirmed in writing by the Customer within thirty (30) days. Nevertheless, WeMobile has the right to refuse an Agreement with a potential Customer for a reason that is well-founded for WeMobile.

3. The Offer contains a description of the Product offered. The description is so detailed that the Customer is able to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot bind WeMobile. The illustrations and specific data in the Offer are only an indication and cannot be a ground for any compensation or dissolution of the Agreement (at a distance). WeMobile cannot guarantee that the colors in the picture correspond exactly to the real colors of the Product.

4. Delivery times in WeMobile's quotations are indicative and if exceeded do not entitle the Customer to rescission or damages, unless expressly agreed otherwise.

5. A composite quotation does not oblige WeMobile to deliver a portion of the items included in the offer or quotation at a Corresponding portion of the quoted price.

6. Offers or quotations do not automatically apply to repeat orders. Offers and quotations are only valid until stock lasts, and according to the 'made-to-order' principle.

7. WeMobile has the right to refuse specified orders or placed orders without giving reasons. Such refusal shall not entitle the Customer to damages or any other compensation for refusing the order/order.

Article 4 - Establishment of the Agreement.

1. The Agreement is created at the moment the Customer has accepted an Offer from WeMobile in writing.

2. If the Customer has accepted the Offer by entering into an Agreement with WeMobile, WeMobile will confirm the Agreement with the Customer in writing.

3. If the acceptance deviates (on minor points) from the Offer included in the quotation/invoice, WeMobile shall not be bound by it. The Customer must pay the quotation/invoice in full, unless the Customer can prove that something else has been agreed.

4. WeMobile is not bound by an Offer if the Customer could reasonably have expected or should have understood that the Offer contains an obvious mistake or clerical error. The Customer cannot derive any rights from this mistake or slip of the pen.

5. Agreements or Contracts can only be entered into by authorized personnel, employed or hired persons of WeMobile who are authorized to represent and have a written power of attorney.
6. The right of withdrawal does not apply.
7. If the Customer cancels the order placed or the specified order in whole or in part, the Customer must pay the full compensation mentioned in the Agreement or the Offer.

Article 5 - Obligations of Customer

1. The Customer shall not make any changes to the Products, the packaging of the Products without WeMobile's prior written consent.
2. The Customer is entitled to resell the Products in the country of residence to business customers and/or consumers.
3. The Buyer is entitled to sell the Products online in the country of establishment, provided that it does not cross the national borders of the country of establishment.
4. The Customer will ensure that the Customer's business customers do not sell Products online or physically from a sales space across the Customer's national borders without WeMobile's prior written consent.
5. The Customer is solely responsible for checking and complying with the laws of the country of residence with respect to the Products.
6. The Customer is permitted to sell the Product White-Label only with the written consent of WeMobile.
7. The Customer will never comment negatively on WeMobile.

Article 6 - Duration transactions

1. The Customer may only terminate an indefinite Agreement for the regular delivery of Products subject to 180 days' notice and the termination rules agreed upon for that purpose.
2. The termination of the above Agreement, may be terminated by Customer in the same manner as it was entered into by Customer.
3. A fixed-term Agreement for the regular delivery of Products shall terminate automatically upon expiration of the last delivery.
4. If an Agreement lasts longer than one year, the Agreement may be terminated by the Customer at any time after one year, subject to a notice period of not more than (90 days), unless such termination before the end of the agreed term is not justifiable in reasonableness and fairness.

Article 7 - Orders

1. The Customer shall place orders for Products with WeMobile in writing, by e-mail, by telephone or via the Web site. Each order will state, unless it is a Partner Agreement, at a minimum:
 - the date of shipment of the order;

- The type of Products ordered;
- the quantity of Products ordered;
- the delivery site;
- The desired delivery date of the Products;
- a reference number.

2. If WeMobile accepts the Customer's order, WeMobile will confirm this by e-mail to the Customer within two business days after receipt of order. If WeMobile does not send a written confirmation of acceptance of the order to the Customer within the aforementioned period, the order will be deemed to have been refused.

3. If the contents of the written acceptance referred to in the previous paragraph differ from the contents of the order form, the Customer will be bound by the contents of the written acceptance unless it points out the deviation by e-mail within two business days after WeMobile sends the acceptance.

Article 8 - Execution of the Agreement

1. WeMobile will perform the Agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship.

2. If and to the extent required for the proper performance of the Agreement, WeMobile has the right to have certain work performed by third parties at its own discretion.

3. The Customer shall ensure that all data that WeMobile indicates is necessary or that the Customer should reasonably understand is necessary for the performance of the Agreement is provided to WeMobile in a timely manner. If the data necessary for the performance of the Agreement has not been provided to WeMobile in a timely manner, WeMobile shall have the right to suspend the performance of the Agreement and/or charge the Customer for the additional costs resulting from the delay in accordance with the usual rates.

4. WeMobile may require security from the Customer or full payment in advance before proceeding to execute the Agreement.

5. WeMobile is not liable for damages, of any kind, caused by WeMobile's reliance on incorrect and/or incomplete data provided by the Customer, unless such incorrectness or incompleteness was known to WeMobile.

6. The Customer shall indemnify WeMobile against any claims by third parties, who suffer damages in connection with the performance of the Agreement and which are attributable to the Customer.

Article 9 - Delivery

1. Delivery shall in principle be made from WeMobile's production facility or warehouse, on an Ex works basis (WeMobile delivers the Products by making them available to the Customer in the warehouse) unless expressly agreed otherwise.

2. If the commencement, progress or (delivery) of the Services is delayed because, for example, the Customer has not provided all requested information or has not provided all requested information in a timely manner, provides insufficient cooperation, the (down) payment has not been received by WeMobile in a timely manner or there is any delay due to other circumstances beyond WeMobile's control,

WeMobile shall be entitled to a reasonable extension of the (delivery) period. All agreed (delivery) periods are never deadlines. The Customer must give WeMobile written notice of default and allow it a reasonable period to still deliver. The Customer shall not be entitled to any damages as a result of the delay.

3. The Customer is obliged to take delivery of the goods at the time they are made available to him according to the Agreement, even if they are offered to him earlier or later than agreed.
4. If the Customer refuses to take delivery or fails to provide information or instructions necessary for delivery, WeMobile will be entitled to store the goods at the Customer's expense and risk.
5. If the goods are delivered by WeMobile or an external carrier, WeMobile shall, unless otherwise agreed in writing, have the right to charge any transport, insurance, packaging and shipping costs. These will then be invoiced separately.
6. Insofar as it is agreed that delivery and placement is to take place at the Customer's premises then this shall take place entirely at the Customer's risk, regardless of what has been agreed for the calculation of delivery costs.
7. If WeMobile requires data from the Customer for the performance of the Agreement, the delivery period will start after the Customer has provided it to WeMobile.
8. If WeMobile has specified a delivery period, it shall be indicative. WeMobile shall, if the Product is in stock, and delivery is on schedule, deliver the Product with one week to the address provided by the Customer, barring (extraordinary) circumstances causing the delivery period to be delayed.
9. WeMobile has the right to deliver the goods in parts, unless this is deviated from in the Agreement or the partial delivery has no independent value. WeMobile shall be entitled to invoice the thus delivered goods separately.
10. Deliveries will be made only if all invoices have been paid, unless otherwise expressly agreed upon.
11. WeMobile reserves the right to refuse delivery if well-founded fear of non-payment exists.

Article 10 - Packaging and transportation

1. WeMobile undertakes to the Customer to package the goods to be delivered properly and to secure them in such a way that they will reach their destination in good condition during normal use.
2. Unless otherwise agreed in writing, all deliveries are made exclusive of sales tax (VAT), including packaging and packaging materials (with the exception of packaging for which it is customary to charge a separate deposit).
3. The acceptance of goods without any remarks on the waybill or receipt shall be considered proof that the packaging/embalage was in good condition at the time of delivery.
4. Each Buyer is deemed to be in possession of any required import and/or payment permits. The absence or withdrawal of these permits does not release the Customer from the obligation to take delivery of the goods in the agreed manner. If the goods are not sold cleared by WeMobile, this does not give a customer the right to cancel the order/order.
5. The risk of molestation shall always be borne by the Customer.

6. If Buyer agrees that the ordered items will be delivered via direct supply from abroad, the risk of (improper, timely and/or no) delivery shall be entirely and completely borne by Buyer.

Article 11 - Import and export restrictions.

1. Customer understands that the Products may be subject to the import and export controls of the country in which the delivery address is located. Customer shall comply with all applicable laws and regulations relating to import and export control.
2. Any restrictions or requirements may vary depending on time and Products.
3. The Customer shall indemnify WeMobile at WeMobile's first request for any damage and/or loss WeMobile suffers (including all costs, taxes, fines, expenses and levies) WeMobile suffers as a result of the Customer's non-compliance with import and export control laws and regulations.

Article 12 - Packaging

1. The Customer is obliged to return loaner packaging empty and in undamaged condition to the carrier of the Products. If the Purchaser fails to meet its obligations with regard to packaging, all costs resulting from this shall be for its account. Such costs include costs arising from late return and costs of replacement, repair or cleaning.
2. Co-delivery of packaging shall take place in accordance with the terms of the Offer. Separately charged packaging need not be taken back by WeMobile and will not be credited.

Article 13 - Opinions

1. WeMobile may, if so instructed, prepare an advice, plan of action, design, report, planning and/or report for the purposes of the Services. The contents of these are not binding and only advisory in nature, but will be WeMobile observe the duties of care incumbent upon it. The Client decides on his own responsibility whether to follow the advice.
2. The by WeMobile opinions provided by WeMobile, in whatever form, are never to be regarded as binding advice.
3. Client shall, at the first request of WeMobile obliged to evaluate proposals provided by it. If WeMobile is delayed in its work, due to the Client's failure to provide a review or timely review of a proposal submitted by WeMobile submitted, the Client shall at all times be responsible for the consequences arising from this, such as delay.
4. The nature of the services implies that the outcome is at all times dependent on external factors that may affect the reports and opinions of WeMobile such as the quality, accuracy and timely delivery of required information and data from the Client and its employees. Client is responsible for the quality and for the timely and correct delivery of the required data and information.
5. Client shall WeMobile in writing prior to the commencement of the work all circumstances that are or may be of interest including any items and priorities for which Client wishes attention.

Article 14 - Examination, complaints

1. The Purchaser shall be obliged to inspect the delivered Products or have them inspected at the time of delivery or handover, but in any event within 10 days of receipt of the delivered Products, and only to unpack or use the Products to the extent necessary to assess whether it will keep the Product. In doing so, the Purchaser shall examine whether the quality and quantity of the Products delivered corresponds to the Agreement and whether the Products meet the requirements applicable to them in normal (commercial) dealings.
2. The Customer is obliged to investigate how the Product should be used and in case of personal use, to test the Product in accordance with the instructions for use. WeMobile does not recognize any liability for the incorrect use of the Product by the Customer or due to incorrect advice given by the Customer to the customers of the Customer.
3. Any visible defects or shortages must be reported to WeMobile in writing within 10 days of delivery. Non-visible defects or shortages must be reported within (number of) days after discovery. If the Product is damaged due to careless handling by the Customer, the Customer is liable for any decrease in value of the Product.
4. If, pursuant to the preceding paragraph, a complaint is filed in a timely manner, the Customer remains obligated to take delivery of and pay for the purchased goods. If there is a defect, after WeMobile has determined and approved the defect, the Customer will receive a replacement Product or a credit note. In the event of a defect in a new Product, the Parties shall consult about returning the Product or sending a new Product.
5. Return shipments will only be accepted if approved by WeMobile, and provided with a return number (which will be provided by WeMobile). The return address will be communicated to the Customer by WeMobile after written notification from the Customer.
6. If the Customer exercises his right of complaint, he shall not be entitled to suspend his payment obligation nor to set off outstanding invoices.
7. In the absence of a complete delivery, and/or if one or more Products are missing, and this is attributable to WeMobile, WeMobile will, after a request to that effect by the Customer, resend the missing Product(s) or cancel the remaining order. The receipt of the Products is leading in this respect. Any damage suffered by the Customer as a result of the different scope of delivery cannot be recovered from WeMobile.
8. Reclamation is not possible if the Customer had wrong or different expectations of the Product in question.

Article 15 - Prices

1. During the validity period of the Offer, the prices of the Products offered will not be increased, except in the event that there are changes in VAT rates, as a result of laws and regulations, price changes at the third parties or suppliers engaged by WeMobile or changes in the prices of the necessary raw materials or currency fluctuations, import and export duties (both domestic and foreign), shipping costs and/or delivery costs, WeMobile will have the right to increase the agreed price or fee accordingly and charge it to the Client.

2. The prices stated in the Offer are exclusive of VAT. Shipping and any transport and packaging costs and administration costs are not included in the price, unless otherwise agreed.
3. If after the conclusion of the Agreement but before the agreed date of delivery, the prices of auxiliary materials, raw materials, parts, wages or other price-determining factors have changed, WeMobile shall have the right to adjust the offer price accordingly, but not before three months have passed since the conclusion of the Agreement. The provisions in the previous sentence do not affect WeMobile's authority to pass on price increases under laws and regulations at any time and to increase the Offer Price accordingly.
4. Price increases resulting from additions and/or amendments to the Agreement shall be borne by the Customer.
5. WeMobile shall provide the Customer with an itemized invoice in respect of the Agreement in response to the order placed or the specified order.

Article 16 - Payment and collection policy.

1. Payment shall be made within 2 days of delivery unless otherwise agreed, in the currency of the invoice. Objections to the amount of the invoices must be reported within (number of) hours of the invoice date but do not suspend the payment obligation.
2. The Customer cannot derive any rights or expectations from an estimate issued in advance, unless the parties have expressly agreed otherwise.
3. The Customer shall pay these charges at once, to the account number and details of WeMobile made known to him. Except for special circumstances, the Customer may make payment arrangements based on credit only with the express written consent of WeMobile.
4. If agreed, an advance payment must be paid before WeMobile begins its services.
5. In the event of liquidation, bankruptcy, attachment or suspension of payments of the Customer, WeMobile's claims against the Customer shall be immediately due and payable.
6. WeMobile has the right to have the payments made by the Customer go first of all to reduce the costs, then to reduce the interest falling due and finally to reduce the principal sum and current interest. WeMobile may, without thereby being in default, refuse an Offer of Payment if the Customer designates a different sequence of attribution. WeMobile may refuse full repayment of the principal sum, if this does not also include the accrued and current interest and the costs.
7. If Customer fails to fulfill his/her payment obligation, and has not fulfilled his/her obligation within the stipulated payment period of no more than two (2) days, Customer shall be in default.
8. From the date the Customer is in default, WeMobile shall without further notice of default claim the statutory (commercial) interest from the first day of default until full payment and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code to be calculated in accordance with the graduated scale from the Decree on compensation for extrajudicial collection costs dated July 1, 2012.
9. If WeMobile has incurred more or higher costs that are reasonably necessary, these costs will be eligible for reimbursement. The judicial and execution costs incurred will also be borne by the Customer.

10. If the relevant conditions are met, no VAT will be charged in case of intra-Community delivery. If the Customer provides an incorrect or invalid VAT number, WeMobile has the right to charge the VAT to the Customer afterwards as well as to report fraud to the tax authorities in the country of delivery.

Article 17 - Retention of title.

1. All Products delivered by WeMobile, remain the property of WeMobile until the Customer has fulfilled all of the following obligations under all Agreements entered into with WeMobile.
2. The Customer is not authorized to pledge or otherwise encumber the Products subject to retention of title.
3. If third parties seize the goods delivered under retention of title or wish to establish or enforce rights thereon, the Customer is obliged to notify WeMobile thereof as soon as can reasonably be expected.
4. The Customer undertakes to insure and keep insured the goods delivered under retention of title against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on demand.
5. In the event that WeMobile wishes to exercise its property rights indicated in this article, the Customer hereby unconditionally and irrevocably authorizes WeMobile or third parties to be appointed by it to enter all those places where WeMobile's property is located and to take back those goods.
6. WeMobile has the right to retain the Product(s) purchased by the Customer if the Customer has not yet fulfilled its payment obligations (in full), despite an obligation on the part of WeMobile to transfer or surrender the Products. After the Customer has still fulfilled its obligations, WeMobile will still deliver the purchased Product(s) to the Customer as soon as possible, but at the latest within 20 business days.
7. Costs and other (consequential) damages resulting from the retention of the purchased Products will be for the account and risk of the Customer and will be compensated to WeMobile by the Customer upon first request.

Article 18 - Warranty

1. WeMobile warrants that the Products comply with the Agreement, the specifications stated in the offer, usability and/or soundness and the statutory rules/regulations at the time of the conclusion of the Agreement. This also applies if the Products to be delivered are intended for use abroad and the Customer has expressly notified WeMobile of this use in writing at the time of entering into the Agreement. WeMobile.
2. Any warranty shall be expressly agreed upon in writing. Product warranties never extend beyond what is provided by the manufacturer or beyond what is explicitly agreed upon. In case of conflict, the warranty as provided by the manufacturer shall prevail. WeMobile is only responsible for possessing the characteristics of the product which the Customer could reasonably expect to be present.
3. WeMobile performs the work in accordance with industry standards. If any warranty is thereby given, it is limited to what has been expressly agreed upon in writing and only insofar as the warranty has been received from the suppliers. During the warranty period WeMobile guarantees the sound and usual quality of the goods delivered or to be delivered.

4. The Customer may only invoke the rights granted by WeMobile given warranty if the Customer has fully complied with its payment obligations.

5. If the Customer rightly relies on an agreed warranty, the WeMobile obliged to repair or replace the delivered goods free of charge. If there is any additional damage, the applicable liability provisions of these general terms and conditions shall apply.

6. The warranty is void if:

- (i) the warranty period has expired or the warranty obligation expires;
- (ii) for as long as the Customer owes to WeMobile is in default;
- (iii) if Buyer has performed repair, assembly and/or maintenance work itself, or has had it performed by third parties;
- (iv) in case of exposure to abnormal conditions and use contrary to the instructions for use;
- (v) Above-average wear at least wear due to exceptional use.

7. Customer explicitly guarantees:

- 1. Frame: 3 years
- 2. Battery: 1 year
- 3. Non-wear parts: 2 years

Article 19 - Suspension and dissolution

1. WeMobile is authorized to suspend the performance of the obligations or terminate the Agreement if the Customer does not or not fully comply with the (payment) obligations under the Agreement.

2. Furthermore, WeMobile is authorized to dissolve the Agreement(s) existing between it and the Customer, insofar as these have not yet been performed, without a judicial Agreement, if the Customer fails to perform the obligations arising for him from any Agreement entered into with WeMobile in a timely manner or properly, as well as in the event of bankruptcy or suspension of payments of the Customer or in the event of the shutdown or liquidation of his Company.

3. Furthermore, WeMobile is authorized to terminate the Agreement without prior notice of default if circumstances arise that are of such a nature that performance of the Agreement cannot possibly be required or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise of such a nature that unaltered maintenance of the Agreement can no longer reasonably be expected.

4. If the Agreement is dissolved, WeMobile's claims against the Customer shall be immediately due and payable. If WeMobile suspends performance of the obligations, it retains its claims under the law and the Agreement.

5. WeMobile always retains the right to claim damages.

Article 20 - Limitation of liability

1. If the performance of the Agreement by WeMobile leads to liability of WeMobile to the Customer or third parties, such liability shall be limited to the costs charged by WeMobile in connection with the Agreement up to a maximum of once the order value. The liability shall in any case be limited to the maximum amount of damages paid by the insurance company per event per year.
2. WeMobile is not liable for consequential damages, indirect damages, trading losses, loss of profits and/or losses suffered, missed savings, damages due to business interruption and damages resulting from use of Products delivered by WeMobile are excluded.
3. WeMobile is not liable for damages that result or may result from any act or omission as a result of (imperfect and/or incorrect) information on the Website(s) or those of linked Websites.
4. WeMobile is not responsible for errors and/or irregularities in the functionality of the Website and is not liable for malfunctions or unavailability of the Website for any reason.
5. WeMobile does not guarantee the correct and complete transmission of the content of and e-mail sent by/on behalf of WeMobile, nor its timely receipt.
6. WeMobile expressly rejects all liabilities and claims of Customers and third parties who have suffered (physical) damage as a result of the use of the Products. The Products offered by WeMobile must only be used in accordance with the terms of use of the manufacturer. In case of doubt a Customer and/or User should contact WeMobile.
7. All claims by the Customer due to shortcomings on the part of WeMobile will expire if they have not been reported to WeMobile in writing with reasons within six months after the Customer was aware or could reasonably have been aware of the facts on which he bases his claims.

Article 21 - Transfer of risk

The risk of loss of or damage to the Products that are the subject of the Agreement shall pass to the Customer at the moment the goods leave WeMobile's production plant or warehouse. Also if the items are brought into the control of the Customer and/or third parties, the risk is transferred to the Customer.

Article 22 - Force majeure

1. WeMobile is not liable if it cannot fulfill its obligations under the Agreement as a result of a force majeure situation, nor can it be held to fulfill any obligation if it is hindered from doing so as a result of a circumstance that is not due to its fault, and is not for its account under the law, a legal act or generally accepted practice.
2. Force majeure includes in any case, but is not limited to what is understood in this respect in the law and jurisprudence, (i) force majeure of WeMobile's suppliers, (ii) failure to properly perform the obligations of suppliers prescribed or recommended to WeMobile by the Customer, (iii) defectiveness of goods, equipment, software or materials of third parties, (iv) government measures, (v) electricity failure, (vi) failure of Internet, data network and telecommunication facilities (for example due to: cybercrime and hacking), (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) strikes in the Company of WeMobile and (xi) other situations which in the opinion of WeMobile are beyond its control that temporarily or permanently prevent the performance of its obligations.

3. WeMobile has the right to invoke force majeure if the circumstance preventing (further) performance occurs after WeMobile should have fulfilled its commitment.
4. The parties may suspend the obligations under the Agreement during the period of force majeure. If this period lasts longer than two months, either party shall be entitled to dissolve the Agreement, without any obligation to compensate the other party for damages.
5. To the extent that WeMobile has already partially fulfilled its obligations under the Agreement at the time of the commencement of the force majeure or will be able to fulfil them, and the part fulfilled or to be fulfilled respectively has independent value, WeMobile will be entitled to invoice the part already fulfilled or to be fulfilled respectively separately. The Customer shall be obliged to pay this invoice as if it were a separate Agreement.

Article 23 - Intellectual Property Rights.

1. All IP rights and copyrights of WeMobile belong exclusively to WeMobile and are not transferred to the Customer unless otherwise agreed.
2. The Customer is prohibited from disclosing and/or reproducing, modifying or making available to third parties all documents subject to WeMobile's IP rights and copyrights without WeMobile's express prior written consent. If the Customer wishes to make changes to items delivered by WeMobile, WeMobile must explicitly approve the intended changes.
3. The Customer is prohibited from using the Products subject to WeMobile's intellectual property rights other than as agreed in the Agreement.

Article 24 - Instructions for use Products

1. Purchaser of Products shall follow the regulations and instructions of WeMobile to be followed.
2. WeMobile expressly rejects all liabilities and claims of the Customer and/or third parties who have suffered (physical) damage as a result of the use of the Products. The Products should only be used in accordance with the instructions for use.

Article 25 - Secrecy

1. WeMobile and Client undertake to keep confidential all confidential information obtained in the context of an order. Confidentiality arises from the order or which can reasonably be expected to be confidential information.
2. If WeMobile is obliged on the basis of a statutory provision or a judicial decision to (communicate) the confidential information to a third party designated by the law or a competent court or indicated third party, and WeMobile cannot invoke a right to privilege, WeMobile will not be obliged to pay any damages and the Client will not be entitled to dissolve the Agreement.
3. The obligation of confidentiality shall also be imposed by WeMobile and the Client on the third parties engaged by them.

Article 26 - Privacy, data processing and security

1. WeMobile handles the (personal) data of the Customer and Users of the Website(s) with care and will only use them in accordance with the privacy statement. If requested, WeMobile will inform the person concerned. Questions about the processing of the personal data and further information can be addressed to WeMobile in writing.
2. If the Agreement requires WeMobile to provide security of information, such security will comply with the agreed specifications and a level of security that is not unreasonable given the state of the art, the sensitivity of the data, and the associated costs.

Article 27 - Complaints

1. If the Customer is not satisfied with the service or Products of WeMobile or otherwise has complaints about the purchase agreement, the Customer is obliged to report these complaints as soon as possible, but at the latest within 10 days after the relevant occasion that led to the complaint. Complaints can be reported in writing with the subject "complaint".
2. The complaint must be sufficiently substantiated and/or explained by the Customer for WeMobile to handle the complaint.
3. WeMobile will respond substantively to the complaint as soon as possible, but no later than 21 business days after receipt of the complaint.
4. The parties will try to reach a solution jointly.

Article 28 - Applicable law

1. Every Agreement between WeMobile and the Customer is governed by Dutch law. The applicability of the (CISG) Vienna Sales Convention is expressly excluded.
2. In case of interpretation of the contents and scope of these general terms and conditions, the Dutch text thereof shall always be decisive. WeMobile has the right to amend these general terms and conditions unilaterally.
3. All disputes arising from or as a result of the Agreement between WeMobile and the Customer shall be settled by the competent court of the District Court of East Brabant, location Eindhoven unless provisions of mandatory law lead to the jurisdiction of another court.

Eindhoven, March 14, 2024