

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

OF Martina Christina Wilde trading as TINE WILDE – MetaViews

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registered at the Chamber of Commerce under number 34313377

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ARTICLE 1: APPLICABILITY

a. These terms and conditions apply to all offers, sales and deliveries by TINE WILDE - MetaViews, hereinafter referred to as "TINE WILDE - MetaViews", to a third party, to all activities executed by TINE WILDE - MetaViews by order of a third party, and to all agreements in the broadest sense of the word entered into by TINE WILDE - MetaViews with a third party.

b. These terms and conditions apply in and outside the Netherlands, regardless of the place of residence or registered office of the parties involved in any agreement, and regardless of the place where the agreement has come about or should have been implemented.

c. If the purchaser/client/student has purchase conditions in place, these purchase conditions will not be binding for TINE WILDE - MetaViews in so far as they deviate from these terms and conditions of delivery.

d. Any deviation from these terms and conditions used or allowed by TINE WILDE - MetaViews at any time to the benefit of the purchaser/client/student can never be construed as the latter's right to appeal to it later or to claim the application of such deviation for him/her as an established fact.

ARTICLE 2: OFFERS

a. All offers and quotations are non-committal, unless explicitly stated otherwise. They have been made to the best of TINE WILDE - MetaViews's knowledge and are based on data that may have been provided on the request for an offer.

b. The specifications provided by TINE WILDE - MetaViews on websites, in images, catalogues, brochures or drawings or in any other way with respect to size, capacity, performance, colour, material structure, finish or results should be regarded as having been provided as estimates and as having been provided non-committally.

TINE WILDE - MetaViews is not held to comply with these specifications and therefore does not accept any liability for any incorrectness in these data.

ARTICLE 3: ORDERS/AGREEMENTS

a. An order is understood to mean: every agreement with TINE WILDE - MetaViews, regardless of whether it undertakes to execute activities or make staff, material or space available or carry out any other performance whatsoever, in the broadest sense.

b. All agreements entered into with TINE WILDE - MetaViews will only become binding upon a written confirmation by TINE WILDE - MetaViews or due to TINE WILDE - MetaViews having commenced the execution of the order. Any supplements or changes to the afore-mentioned agreements will only become binding for TINE WILDE - MetaViews after and in so far as these have been accepted and confirmed in writing by TINE WILDE - MetaViews. The purchaser/client/student will be deemed to have accepted changes or supplements to agreements entered into with TINE WILDE - MetaViews, if the purchaser/client/student has not objected in writing against these changes and/or supplements within eight days after he has or could have taken cognizance of these changes and/or supplements. The purchaser/client/student is deemed to have knowledge of the said changes and/or supplements and to have accepted these at the moment at which TINE WILDE - MetaViews has commenced the activities to which these changes and/or supplements are related.

Only the Board of Directors and possibly those explicitly authorised by the Board of Directors to enter into agreements on behalf of TINE WILDE - MetaViews are allowed to do so.

c. Unless explicitly agreed on otherwise in writing, TINE WILDE - MetaViews is entitled at all times to have part of the order or the entire order executed by a third party, on the understanding that these terms and conditions also apply in the favour of this third party, provided that TINE WILDE - MetaViews authorises such third party in writing – even afterwards, if necessary – to appeal to these terms and conditions without this authorisation causing any obligations for TINE WILDE - MetaViews.

ARTICLE 4: LIABILITY

a. Except for the provisions of Article 9 of these terms and conditions, TINE WILDE - MetaViews is not liable for any damage caused either directly or indirectly by the items delivered – including extra work – not being in compliance with the agreement, unless this is due to TINE WILDE - MetaViews's intent or gross negligence. Consequently, TINE WILDE - MetaViews also does not accept any liability in the event of serious calamities, such as fire, water damage and any outside contingency, such as war and earthquakes.

b. In so far as the purchaser/client or the third party called in by him on the basis of collaboration and/or providing assistance is involved in executing the transaction between TINE WILDE - MetaViews and the said purchaser/client or third party, TINE WILDE - MetaViews is not liable for any direct and indirect damage caused by the purchaser/client and/or the third party called in by him, neither towards the client behind the purchaser/client.

c. If TINE WILDE - MetaViews should be liable for any other reason for any damage under the agreement, the damages payable will not exceed the invoice amount (exclusive of value added tax) with regard to the respective goods and/or services, with a maximum of EUR 500 (in words: five hundred euros).

d. A claim under these terms and conditions does not suspend the purchaser's/client's/student's payment obligation towards TINE WILDE - MetaViews.

ARTICLE 5: PERIOD AND LOCATION OF DELIVERY

a. The periods of delivery mentioned in the offers, confirmations and contracts are to the best of TINE WILDE - MetaViews's knowledge and will be complied with as much as possible, but they are not binding for TINE WILDE - MetaViews.

b. If these periods are exceeded due to whatever cause, the purchaser/client/student will not be entitled to damages, dissolution of the agreement or non-compliance with any obligation arising for him from the respective agreement or from any other agreement whether or not connected with this agreement.

c. If the delivery period is exceeded by a wide margin, at the discretion of TINE WILDE - MetaViews, TINE WILDE - MetaViews will enter into further consultation with the purchaser/client/student.

d. Delivery is ex TINE WILDE - MetaViews company or any other location to be decided by TINE WILDE - MetaViews.

e.1. If goods sold or services offered by TINE WILDE - MetaViews are not accepted after they have been offered to the purchaser/client/student, they will be available to the purchaser/client/student for a period of three weeks. Throughout this period, the goods are stored for the purchaser's/client's/student's account. After the period mentioned above, the total amount that would be payable for purchase or compliance, increased with the costs and interest, could be claimed from the purchaser/client/student, even without delivery of the said goods or services. The payment will then be deemed made as damages to TINE WILDE - MetaViews.

e.2. If courses offered by TINE WILDE - MetaViews are not followed by the purchaser/client/student on the day of delivery, TINE WILDE - MetaViews will retain its right to compensation for the course and will never be held to offer the course missed in whole or in part by the purchaser/client/student again.

f. If the purchaser/client/student does not comply with any obligation arising from this agreement or any other agreement connected with the order or does not do so in time, TINE WILDE - MetaViews, upon informing the purchaser/client/student in writing that he is default, without judicial intervention, will be entitled to suspend the execution, without TINE WILDE - MetaViews being held to pay any damages.

ARTICLE 6: TRANSPORT AND TRANSPORT RISK

a. The choice of the means of transport is for TINE WILDE - MetaViews to decide.

b. The transport of the goods ordered with TINE WILDE - MetaViews is for the purchaser's/client's/student's account.

c. As from the moment of dispatch, all goods ordered from TINE WILDE - MetaViews travel at the purchaser's/client's/student's risk. Also if costs of carriage to the delivery address have been agreed on, the purchaser/client/student will be liable for any damage sustained during transport.

d. The goods are exclusively delivered at ground-floor level to the main front door at the delivery address or as closely as possible within the framework of good accessibility for the chosen means of transport, at the discretion of TINE WILDE - MetaViews. If goods are to be delivered at another location than at ground-floor level, the additional costs and risks are to be borne entirely by the purchaser/client/student.

If at the time of delivery the purchaser/client/student is not present or does not appear to be able to receive the goods or is otherwise in default to receive the goods, TINE WILDE - MetaViews will be entitled to convert the delivery into an obligation for the purchaser/client/student to collect the goods at the address provided by the carrier after the latter has informed the purchaser/client/student by leaving a written message to such effect.

e. At arrival or receipt of the goods, the purchaser/client/student has to check the condition of the goods. If it then becomes apparent that the goods or materials have sustained damage, he has to take all measures to obtain damages from the carrier. By signing the receipt provided by or on behalf of TINE WILDE - MetaViews, the purchaser/client/student declares he has received the goods in good condition.

ARTICLE 7: PRICES AND COSTS

a. TINE WILDE - MetaViews fixes a price or fee for every order individually. This price or fee is exclusively intended as the amount to be paid for the performance to be executed by TINE WILDE - MetaViews, including the normal costs involved. The prices mentioned in the offer are based on the cost price factors, rates, wages, taxes, rights, expenses, cargo etcetera then known. In the event of an increase of any of these factors, TINE WILDE - MetaViews will be entitled to change the offered (selling) price accordingly.

b. Therefore, the price or fee does not include any levies imposed by the government or other bodies, including fines, insurance premiums etc.

c. TINE WILDE - MetaViews is entitled to demand down payments, or a deposit or security (in the form of a bank guarantee) in advance.

d. TINE WILDE - MetaViews reserves the right to charge shipping costs.

ARTICLE 8: TERMS AND CONDITIONS OF PAYMENT

a. Unless explicitly agreed on otherwise in writing, payment of invoices sent by TINE WILDE - MetaViews must be made within 8 (eight) days upon invoice date, without deduction of discounts and without any form of compensation.

b. TINE WILDE - MetaViews is entitled to charge a credit limitation surcharge of at least 2%, but only if this is explicitly stated in the invoice. Deduction of this surcharge from the invoice amount will be allowed, if the invoice amount is paid within eight days upon invoice date.

c. All payments, without deduction or settlement of debt, are to be made at the offices of TINE WILDE - MetaViews or into a bank or giro account to be designated by TINE WILDE - MetaViews.

d. Discounts can only be granted upon mutual consultation between TINE WILDE - MetaViews and the purchaser/client/student. Unless explicitly agreed on otherwise in writing, these are one-off discounts. With subsequent transactions no appeal can be made to previous discounts.

ARTICLE 9: COMPLAINTS

a. Any complaints about the delivery of goods, the services provided and invoice amounts, must be submitted to TINE WILDE - MetaViews in writing by registered letter within eight days upon receipt of the products, services or the respective invoices, with the facts to which the complaints are related carefully stated. The purchaser's/client's/student's right to complain lapses with respect to the goods and/or services used, edited and/or processed by or on behalf of the purchaser/client/student.

b. Complaints with respect to the stipulations in these terms and conditions as referred to in, inter alia, Article 6:233, under a, of the Dutch Civil Code (voidness regarding one or multiple stipulations on the grounds of being unreasonably onerous) must also be submitted to TINE WILDE - MetaViews in writing by registered letter within eight days upon taking cognizance of these terms and conditions or the time at which these could reasonably have been taken cognizance of, with the facts to which the complaints are related carefully stated. The right to complain lapses at the moment at which the agreement is brought about. The purchaser/client/student refrains from making an appeal afterwards on the grounds of one or multiple stipulations in these terms and conditions being unreasonably onerous, in so far as the stipulations felt to be unreasonably onerous are not imperatively prescribed by law.

c. If the complaints submitted do not comply with the provisions above, they can no longer be received, and the purchaser/client/student will be deemed to have approved the delivered goods and/or performed services. If in TINE WILDE - MetaViews's opinion a justified complaint has been submitted, it will have the right to pay to the purchaser/client/student a sum in damages to be decided in mutual consultation, or to proceed to making a new delivery while keeping the current agreement unchanged, under the purchaser's/client's/student's obligation to return to TINE WILDE - MetaViews the incorrect or faulty good(s) delivered carriage-paid, at the discretion of TINE WILDE - MetaViews.

d. TINE WILDE - MetaViews will only be held to take cognizance of complaints submitted, if at the moment at which the complaints are submitted the purchaser/client/student involved has integrally complied with all his existing obligations towards TINE WILDE - MetaViews, regardless of what these obligations consist of and from whatever agreement they arise.

e. Return shipments insufficiently packed or bearing insufficient postage will be refused by TINE WILDE - MetaViews. All return shipments from purchasers or clients are for their account and risk.

ARTICLE 10: CANCELLATION/DISSOLUTION AND SUSPENSION

a. If the purchaser/client/student is or remains in default in any way with respect to complying with his obligations regarding deliveries or activities executed or to be executed by TINE WILDE - MetaViews previously, or pursuant to other obligations, TINE WILDE - MetaViews has the right to suspend its obligations towards the purchaser/client/student or to cancel/dissolve the underlying agreements in whole or in part, without being held liable by the purchaser/client/student in any way and without prejudice to the rights to which TINE WILDE - MetaViews is entitled.

TINE WILDE - MetaViews will also have this right, if the purchaser/client/student is declared bankrupt, has petitioned for suspension of payment, the Debt Rescheduling Private Individuals Act (Wettelijke Schuldsanering Natuurlijke Personen – WSNP) is declared applicable, other forms of debt supervision or winding-up of the company or business activities occurs, or if – to the standards of TINE WILDE - MetaViews – these circumstances threaten to occur. All claims TINE WILDE - MetaViews has on the purchaser/client/student will then be immediately due and payable.

b. If the purchaser/client/student wants to dissolve or cancel the agreement(s) he has entered into with TINE WILDE - MetaViews, TINE WILDE - MetaViews will also be entitled to demand compliance with the agreement(s) entered into, or – at the discretion of TINE WILDE - MetaViews – the purchaser/client/student will have to pay cancellation costs of at least 30% of the selling value.

NB: With respect to courses TINE WILDE - MetaViews has the right to charge 100% of the course fee to the purchaser/client/student as cancellation costs.

ARTICLE 11: COMPENSATION IN THE CASE OF NON-PAYMENT OR LATE PAYMENT

If payment of the invoices sent by TINE WILDE - MetaViews has not taken place within 8 (eight) days upon invoice date, the purchaser/client/student will be deemed to be legally in default and TINE WILDE - MetaViews will have the right to charge to the purchaser/client/student interest on the full payable amount as from the expiry date equal to the statutory interest rate with a minimum of 1% per month or a part of this, without prejudice to the other rights to which TINE WILDE - MetaViews is entitled, including the right to recover all costs under the claim, such as court costs and extrajudicial collection costs that can be liquidated, the latter of which are fixed in advance at 15% of the amount to be claimed, with a minimum of EUR 150 (in words: one hundred and fifty euros), all of the above without notice of default.

NB: As from the moment at which the legislator has established by law the extrajudicial collection costs to be passed on to the purchaser/client/student, the purchaser/client/student is held to pay extrajudicial collection costs pursuant to the respective provisions of the law.

ARTICLE 12: RETENTION OF TITLE

a. As long as the purchaser/client/student has not made full payment to TINE WILDE - MetaViews for goods, parts and installations delivered to him by TINE WILDE - MetaViews and/or activities executed for him by TINE WILDE - MetaViews, these goods and/or materials, which are for the purchaser's/client's/student's account and risk, will remain the undisputed property of TINE WILDE - MetaViews.

b. If a purchaser/client/student does not comply with any obligation from the agreement with respect to the goods sold and/or activities executed, TINE WILDE - MetaViews, without any notice of default being required, has the right to take the goods or materials back, in which case the agreement will be dissolved without any judicial intervention, without prejudice to the right of TINE WILDE - MetaViews to claim compensation at law or extrajudicially for any damage suffered or yet to be suffered by TINE WILDE - MetaViews, including loss suffered, lost profit, interest, transport costs etc.

c. TINE WILDE - MetaViews reserves the right to actually retain goods, tools, materials, vehicles, money, negotiable instruments, (financial) documents et cetera which it has obtained from the purchaser/client/student under whatever title, until the purchaser/client/student has fully complied with his financial and other obligations towards TINE WILDE - MetaViews.

d. For transactions with a purchaser/client/student established in a country where prolonged retention of title applies, TINE WILDE - MetaViews has the right to declare the prolonged retention of title as it applies in the respective country applicable at any moment of its choosing.

ARTICLE 13: FORCE MAJEURE

a. In the event of force majeure TINE WILDE - MetaViews is no longer held to comply with its obligations towards the purchaser/client/student. Force majeure includes such events and situations which have a clearly identifiable and direct influence on the company TINE WILDE - MetaViews, such as serious interruptions of its production process, war (also outside the Netherlands), riot, epidemic, fire, traffic disruption, strike, exclusion, loss or damage during transport, accident or sickness among its staff, import restrictions or other limitations imposed by governments etc. TINE WILDE - MetaViews will be discharged from its obligations, regardless of whether force majeure occurred in its own company or elsewhere, such as in the companies of suppliers, carriers, wholesalers etc.

b. In the event of impediments to executing the agreement due to force majeure, TINE WILDE - MetaViews will be entitled, without judicial intervention, to suspend the execution of the agreement for a period not exceeding six months, or to dissolve the agreement in whole or in part, at the discretion of TINE WILDE - MetaViews. The purchaser/client/student will receive a written notice of such decision made by TINE WILDE - MetaViews.

ARTICLE 14: INTELLECTUAL PROPERTY RIGHTS, DESIGN PROTECTION

a. The intellectual property rights, including but not restricted to the pictorial and copyright, to all products manufactured, services provided etcetera by TINE WILDE - MetaViews (also for the benefit of the purchaser/client/student) belong to TINE WILDE - MetaViews. The use or alternative use of these rights, designs and/or ideas of TINE WILDE - MetaViews is strictly prohibited, unless TINE WILDE - MetaViews has granted explicit approval in writing and all conditions stipulated by TINE WILDE - MetaViews in this respect have been fully complied with.

b. If the purchaser/client/student does not comply with the provisions as set out under 14a, TINE WILDE - MetaViews will be entitled, without any further notice of default and/or judicial intervention being required, to claim a fine of at least EUR 11,500 (in words: eleven thousand five hundred euros) per day or a part thereof as long as this non-compliance continues.

ARTICLE 15: GUARANTEES

a. TINE WILDE - MetaViews will exclusively grant a guarantee in accordance with the provisions of the guarantee clause, if such provisions have been delivered together with the products. In such cases, the guarantee will only take effect after the purchaser/client/student has informed TINE WILDE - MetaViews of his request in writing by registered letter.

b. If a guarantee is provided by TINE WILDE - MetaViews but if no guarantee clause has been provided, the guarantee term will not exceed six months after delivery of the respective goods. The purchaser/client/student will also need to inform TINE WILDE - MetaViews of his request in writing by registered letter.

c. The guarantee includes repair or replacement of the goods delivered, at the discretion of TINE WILDE - MetaViews. Outside contingency can never lead to TINE WILDE - MetaViews being held to provide any guarantee.

ARTICLE 16: CONSIGNMENTS ON APPROVAL

Only upon prior written confirmation by TINE WILDE - MetaViews to the purchaser/client/student, the goods delivered by or on behalf of TINE WILDE - MetaViews can be considered consignments on approval for shows, exhibitions, trade fairs and/or other purposes to be indicated by TINE WILDE - MetaViews.

These general terms and conditions also fully apply to consignments on approval.

ARTICLE 17: APPLICABLE LAW AND COMPETENT COURT

a. The laws of the Netherlands apply to all offers, orders and agreements to be entered into with TINE WILDE - MetaViews. However, TINE WILDE - MetaViews has the possibility at any desired moment to appeal to the applicable law of the country where the purchaser/client/student is registered/has his registered office or to the Vienna Sales Convention. In such case, contrary to the provisions set out under b, the dispute will be submitted to the court that is competent *ratione materiae* in the purchaser's/client's/student's jurisdiction. TINE WILDE - MetaViews does not need to inform the purchaser/client/student about this in advance.

b. All disputes will be submitted to the Subdistrict Court of Amsterdam that is competent *ratione materiae* or to another competent judicial authority, at the discretion of TINE WILDE - MetaViews.

c. If any article or paragraph of these general terms and conditions becomes invalid, the other articles will remain valid.

CONCLUDING PROVISIONS:

These terms and conditions have been prepared and filed for the benefit of TINE WILDE - MetaViews by [De Incassokamer B.V.](#) and have come about under the applicability of its current and future general terms and conditions of sale, delivery and payment, with due observance of Book 6, Title 3 of the Dutch Civil Code.

These general terms and conditions are also subject to the © copyright of De Incassokamer B.V.