

General terms and conditions Outbase campervans

Outbase campervans V.O.F., registered with the Dutch Chamber of Commerce under number 77278887 and having its registered office at Otto Hahnweg 50, 3542 AX Utrecht, the Netherlands.

Article 1 Definitions

- 1) In these general terms and conditions, the following terms shall have the following meanings, unless expressly stated otherwise:
- 2) Offer: Any written offer or quotation provided to the Client for the supply of products and/or the performance of activities by the Contractor.
- 3) Contractor: The contractor who performs the work independently or under its supervision, hereinafter referred to as: Outbase campervans.
- 4) Business: A natural or legal person acting in the course of a profession or business.
- 5) Consumer: A natural person not acting in the course of a profession or business.
- 6) Client: The Business or Consumer entering into an agreement (including distance agreements) with the Contractor.
- 7) Activities: All activities offered by Outbase campervans in the broadest sense of the word, including but not limited to the design, development and, where applicable, installation of camper units in motor vehicles of the Client in order to convert such motor vehicles into camper vans, as well as the sale and/or delivery of goods, including camper units and related products.
- 8) Agreement: The agreement pursuant to which Outbase campervans undertakes, outside an employment relationship, to produce and deliver a tangible work for the Client against payment of a price in money, of which these general terms and conditions form an inseparable part.
- 9) Camper Units: Units designed and developed by Outbase campervans. These units are custom-made and supplied.
- 10) Additional Options/Extras: In addition to the camper units, the Client may purchase additional products from Outbase campervans which can be connected to the standard camper units. These additional products are not designed, developed and/or produced by Outbase campervans, but by a supplier of Outbase campervans.

Article 2 Applicability

- 1) These general terms and conditions apply to every Offer made by Outbase campervans, every Agreement between Outbase campervans and the Client, and to all Activities performed by Outbase campervans.
- 2) Prior to the conclusion of a (distance) Agreement, the Client shall be provided with these general terms and conditions. If this is not reasonably possible, Outbase campervans shall indicate to the Client in what manner the Client may review the general terms and conditions.
- 3) Deviation from these general terms and conditions is, in principle, not permitted. In exceptional cases, deviations may be agreed upon if explicitly and in writing agreed with Outbase campervans. The general terms and conditions of the Client shall not apply.
- 4) These general terms and conditions shall also apply to additional, amended and subsequent assignments and future assignments from the Client.
- 5) If one or more provisions of these general terms and conditions are partially or wholly void or are annulled, the remaining provisions of these general terms and conditions shall remain in force, and the void or annulled provision(s) shall be replaced by a provision with the same intent as the original provision.
- 6) Any ambiguities regarding the content, interpretation or situations not regulated in these general terms and conditions shall be assessed and interpreted in accordance with the spirit of these general terms and conditions.
- 7) Where reference is made in these general terms and conditions to "she/her", this shall also be interpreted as a reference to "he/him/his", where and insofar as applicable.

Article 3 The Offer

- 1) All offers made by Outbase campervans are non-binding, unless expressly stated otherwise in writing. If the Offer is subject to limitations or specific conditions, this shall be explicitly stated in the Offer.
- 2) Outbase campervans shall only be bound by an Offer if its acceptance by the Client is confirmed in writing within 30 days. Nevertheless, Outbase campervans reserves the right to refuse an Agreement with a prospective Client for a legitimate reason.
- 3) The Offer contains a description of the Activities offered. The description is sufficiently detailed to enable the Client to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer shall not bind Outbase campervans.
- 4) If the Offer is based on information provided by the Client and such information proves to be incomplete and/or incorrect, or if such information is subsequently amended, Outbase campervans shall have the right to adjust the prices, delivery periods and/or rates stated in the Offer. The Client is obliged to accept the amended circumstances and to comply with the associated payment obligations.
- 5) Offers shall not automatically apply to follow-up orders or repeat orders.

- 6) Delivery times, deadlines and indicated hours stated in the Offer of Outbase campervans are indicative and shall not entitle the Client to termination or compensation in the event of exceeding such times or deadlines, unless mandatory law provides otherwise.
- 7) A composite quotation shall not oblige Outbase campervans to deliver part of the goods included in the Offer or quotation at a corresponding part of the stated price.

Article 4 – Formation of the Agreement

- 1) The Agreement shall be concluded at the moment the Client has accepted an Offer or quotation from Outbase campervans.
- 2) If the Client has accepted the Offer by placing an order with Outbase campervans, Outbase campervans shall confirm the Client's order in writing by email. Each Offer is valid for a maximum period of 30 days (unless explicitly agreed otherwise), after which Outbase campervans shall no longer be bound by the Offer.
- 3) Outbase campervans shall not be bound by an Offer if the Client could reasonably have expected or should have understood that the Offer contains an obvious mistake or clerical error. The Client cannot derive any rights from such mistake or error.
- 4) An Offer is only valid if made in writing by Outbase campervans to the Client. The Offer shall lapse if the product or Activities to which the Offer relates are no longer available in the meantime.
- 5) Outbase campervans reserves the right to refuse an Agreement with a prospective Client for a legitimate reason.
- 6) If multiple Clients jointly enter into an Agreement with Outbase campervans, each Client shall be jointly and severally liable for the performance of the obligations under the Agreement.

Article 5 Duration of the Agreement

- 1) The Agreement shall be entered into for the duration as stated in the quotation, unless otherwise agreed.
- 2) The Client is at all times entitled to terminate the Agreement in whole or in part. If performance of the Agreement has already commenced and the Client terminates the Agreement, the Client shall be liable to pay the full contract price, reduced by any savings resulting from the termination for Outbase campervans.
- 3) Both parties may terminate the Agreement on the basis of an attributable failure in the performance of the Agreement if the other party has been given written notice of default and a reasonable period for performance has been granted, and such party continues to fail to perform its obligations. This includes, inter alia, the Client's payment and cooperation obligations.
- 4) Both the Client and Outbase campervans may terminate the Agreement in whole or in part with immediate effect and without further notice of default in writing in the event that one of the parties is granted suspension of payments, is declared bankrupt, or the relevant business is liquidated. In such cases, Outbase campervans shall never be obliged to refund any amounts already received and/or pay compensation, except insofar as mandatory law provides otherwise. Outbase campervans shall also be entitled to immediately repossess any goods not yet paid for and retains the right to claim additional compensation from the Client.
- 5) If Outbase campervans dies or becomes permanently incapacitated after the conclusion of the Agreement, either party may terminate the Agreement, insofar as, given the nature of the Agreement, it has a reasonable interest in doing so. For the work already performed and costs incurred, the Client shall owe a reasonable compensation, taking into account all circumstances, to the heirs or legal successors of Outbase campervans, where applicable.
- 6) If an order already placed by the Client is cancelled, Outbase campervans shall be entitled to compensation for costs already incurred and loss of profit.
- 7) The Client shall be liable towards third parties for the consequences of the cancellation and shall indemnify Outbase campervans against any claims arising therefrom.
- 8) In the event of an unfair commercial practice within the meaning of the Dutch Unfair Commercial Practices Act, a Consumer may terminate the Agreement free of charge. This is the case if the Consumer has been misled or aggressively approached, or if the Consumer has been subjected to undue pressure by Outbase campervans when entering into the Agreement. The Consumer bears the burden of proof in this regard.

Article 6 Additional and Reduced Work and Amendments

- 1) If, during the performance of the Agreement, it appears that the Agreement needs to be amended and/or supplemented, or if additional work is required at the request of the Client in order to achieve the desired result, the Client shall be obliged to pay for such additional work in accordance with the agreed rate. Outbase campervans shall not be obliged to comply with such a request and may require the Client to conclude a separate agreement for this purpose.
- 2) If a fixed price has been agreed for the Activities, Outbase campervans shall inform the Client of any additional costs or financial consequences of the additional work.
- 3) If and insofar as a fixed price has been agreed for the performance of certain Activities, and the execution of those Activities results in additional work which cannot reasonably be deemed to be included in the fixed price, or if the price must be increased as a result of incorrect information provided by the Client which is relevant to the price determination (unless Outbase campervans should have discovered the inaccuracy of the information prior to

determining the price), Outbase campervans shall be entitled, after consultation with the Client, to charge such costs to the Client.

- 4) Price increases resulting from amendments to the Agreement or due to statutory regulations shall be borne by the Client.

Article 7 Prices and Payment

- 1) All prices are, in principle, inclusive of value added tax (VAT) and other taxes. Where Outbase campervans performs the Activities (in whole or in part) at the Client's location, additional costs (including travel, call-out, parking and accommodation costs) shall be charged, unless agreed otherwise. For Activities performed urgently or outside regular business hours at the Client's request, an additional surcharge may be applied as agreed in the quotation and/or Agreement. If goods are to be shipped, the Client shall bear the associated costs.
- 2) The Client cannot derive any rights or expectations from a prior estimate unless explicitly agreed otherwise by the parties.
- 3) If, between the date of conclusion of the Agreement (or quotation) and its execution, cost-increasing circumstances arise for Outbase campervans as a result of legislation and regulations, price changes at third parties or suppliers engaged by Outbase campervans, or changes in the prices of required semi-finished products, materials, components or currency fluctuations, import and export duties (both domestic and foreign), shipping and/or delivery costs, wages, employer's contributions and/or (social) premiums, Outbase campervans shall be entitled to increase the agreed price or compensation accordingly and charge such increase to the Client.
- 4) The Client is obliged to pay the agreed advance payment within the specified term before Outbase campervans commences performance of the Agreement. In any case, the Client is obliged to pay the costs of materials in advance. Such advance payment varies per Client and/or product and shall always be specified in the quotation and/or Agreement.
- 5) This advance payment serves to cover orders that Outbase campervans is required to place for the execution of the Agreement. The remaining amount must be paid by the Client no later than one (1) calendar day prior to the installation of the camper unit and any additional units or products in the Client's vehicle.
- 6) The Client is obliged to pay the agreed amount within the payment term stated on the invoice.
- 7) The Client shall pay such amounts in full, without suspension, deduction and/or set-off, unless mandatory law provides otherwise, to the bank account designated by Outbase campervans. The Client may only agree on an extended payment term with the explicit and written consent of Outbase campervans. For Business Clients, suspension and set-off are expressly excluded.
- 8) Outbase campervans is entitled to offset any amounts already paid by the Client against any outstanding compensation owed by the Client.
- 9) If a dispute arises between the parties regarding the number of hours worked and/or invoiced, the time records of Outbase campervans shall be binding, unless the Client proves otherwise with convincing evidence.
- 10) If, during the performance of the Agreement, additional costs are incurred and/or there is an increased risk (in the opinion of Outbase campervans), the Client shall be obliged to pay an additional fee for such costs.

Article 8 Collection Policy

- 1) If the Client fails to meet its payment obligations and has not fulfilled its obligations within the applicable payment term, the Client, being a Business, shall be in default by operation of law. A Client who is a Consumer shall first receive a written reminder with a period of 14 days from the date of receipt of the reminder to still fulfil its payment obligation, including a statement of extrajudicial collection costs if payment is not made within that period, before being in default.
- 2) From the date the Client is in default, Outbase campervans shall, without further notice of default, be entitled to claim the statutory (commercial) interest from the first day of default until full payment has been made, as well as compensation for extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, calculated in accordance with the scale set out in the Decree on Compensation for Extrajudicial Collection Costs of 1 July 2012.
- 3) If Outbase campervans has incurred higher or additional costs which are reasonably necessary, such costs shall also be eligible for reimbursement. Judicial and enforcement costs shall also be borne by the Client.
- 4) In the event of non-payment (and the Client being in default), Outbase campervans shall be entitled to terminate the Agreement without further notice of default or judicial intervention by means of a written statement, or to suspend its obligations under the Agreement until payment has been received or adequate security has been provided.
- 5) Outbase campervans shall also be entitled to terminate the Agreement without a written statement or judicial intervention if, prior to the Client being in default, there are reasonable grounds to doubt the Client's creditworthiness.

Article 9 Performance of Activities

- 1) Outbase campervans shall perform the Agreement to the best of its ability and with due care, as may be expected from a reasonably competent contractor. All Activities shall be performed on the basis of an obligation of best efforts, unless a specific result has been explicitly agreed in writing and described in detail. Under no circumstances does Outbase campervans guarantee that the performed Activities and/or delivered goods are suitable for the purpose intended by the Client.

- 2) In performing the Activities, Outbase campervans shall not be obliged to follow the Client's instructions if doing so would alter the content or scope of the agreed Activities. If such instructions result in additional work, the Client shall be obliged to reimburse the additional costs accordingly. All instructions, directions, advice and the like shall be deemed to have been given with the express approval of the Client if they are provided by employees, subordinates and/or third parties engaged by the Client. Damage resulting from unauthorized instructions or instructions given outside the scope of the assignment shall be entirely at the Client's risk and expense.
- 3) Outbase campervans does not apply for permits or other required documents or approvals from governmental or other authorities. The Client is responsible for timely obtaining all necessary permits and/or approvals. Any damage and/or delay resulting from the absence of such permits or approvals shall be at the Client's risk and expense. The Client expressly indemnifies Outbase campervans against all (consequential) damages arising from the absence of such permits and approvals. Outbase campervans shall be entitled to charge such damages to the Client.
- 4) Outbase campervans is entitled to engage third parties for the execution of the Activities at its own discretion.
- 5) If the Client fails to comply with the obligations set out in this Article in a timely manner, Outbase campervans shall be entitled to suspend performance of the Agreement until the Client has fulfilled its obligations. Costs resulting from the delay and/or additional work and other consequences shall be borne by the Client.
- 6) If the Client fails to fulfil its obligations and Outbase campervans does not require performance, this shall not affect the right of Outbase campervans to demand performance at a later stage.

Article 10 Delivery

- 1) If the commencement, progress or delivery of the Activities is delayed due to, for example, the Client failing to provide all requested information in a timely manner, failing to cooperate sufficiently, or failing to make the (advance) payment on time, or due to other circumstances attributable to the Client, Outbase campervans shall be entitled to a reasonable extension of the delivery period. All agreed delivery periods shall never be regarded as strict deadlines. The Client must give Outbase campervans written notice of default.
- 2) All damage and additional costs resulting from delays due to causes as mentioned above shall be borne by the Client and may be charged to the Client by Outbase campervans.
- 3) Shipment and/or transport of goods shall be carried out in the manner determined by the supplier of Outbase campervans, but shall be at the Client's risk and expense. From the moment of delivery at the agreed location, the delivered goods shall be at the Client's risk. The Client is obliged to fully cooperate with delivery at the first request of Outbase campervans. Acceptance of goods by the Client shall constitute proof that the goods have been received in good condition, unless any damage or defects are identified within 30 days or the goods otherwise fall under the risk of Outbase campervans under the conditions set out in Article 13.
- 4) If the execution is carried out in phases, or if the Client is required to give approval, Outbase campervans shall be entitled to suspend performance until such approval has been given. The maximum period for granting approval is 14 calendar days. If the Client does not grant approval within this period, the Client, insofar as acting in the course of a profession or business, shall be deemed to have tacitly approved the delivered work.
- 5) Outbase campervans shall make reasonable efforts to complete the Activities within the agreed timeframe.
- 6) Where reference is made to working days, this shall mean all calendar days excluding recognized national holidays and weekends.
- 7) The Client bears an independent responsibility for the management, use and maintenance of the goods produced and/or delivered by Outbase campervans.
- 8) If Outbase campervans has indicated that the work is ready for delivery and the Client does not inspect and accept the work within a reasonable period, whether or not under reservation, or puts the work into use, processes it or has it processed, the Client shall be deemed to have tacitly accepted the work. Minor defects that can be remedied during the maintenance period shall not constitute grounds for refusing acceptance, provided they do not prevent use. After acceptance, the work shall be deemed delivered.
- 9) After delivery, the work shall be at the Client's risk, without prejudice to the provisions regarding risk transfer in this document. The Client shall therefore remain liable for payment of the price, regardless of destruction or deterioration of the work due to a cause not attributable to the Contractor.
- 10) Outbase campervans shall not be liable for defects which the Client could reasonably have discovered at the time of delivery, except in cases of intent or deliberate recklessness on the part of Outbase campervans.
- 11) Outbase campervans shall be entitled to perform deliveries and/or Activities in parts, each of which may be invoiced separately.

Article 11 Suspension

- 1) Outbase campervans shall be entitled to suspend the performance of its obligations or to terminate (dissolve) the Agreement with immediate effect, in whole or in part, if:
 - 2) The Client fails to fulfil its obligations under the Agreement, fails to do so in full, or fails to do so in a timely manner;
 - 3) After the conclusion of the Agreement, Outbase campervans has good reason to fear that the Client will not fulfil its obligations;
 - 4) The Client was requested, upon conclusion of the Agreement, to provide security or make an advance payment for the fulfilment of its obligations under the Agreement, and such payment is not made or is insufficient;

- 5) Due to delays attributable to the Client, Outbase campervans can no longer reasonably be required to perform the Agreement under the originally agreed conditions;
- 6) Circumstances arise which are of such a nature that performance of the Agreement in its current form can no longer reasonably be required from Outbase campervans.
- 7) If the termination is attributable to the Client, Outbase campervans shall be entitled to compensation for damages from the Client.
- 8) If the Agreement is terminated prematurely by Outbase campervans, the parties shall consult regarding the transfer of any remaining work to third parties if the termination is attributable to the Client. The costs of such transfer shall be borne by the Client. Outbase campervans shall inform the Client of such costs as much as possible in advance. The Client shall be obliged to pay these costs within the specified term, unless otherwise agreed.

Article 12 Guarantees

- 1) Outbase campervans provides a warranty of 24 months on camper conversions carried out by it, commencing on the date of delivery of the vehicle to the Client.
- 2) The warranty referred to in paragraph 1 applies exclusively to the parts supplied and installed by Outbase campervans and the work performed (hereinafter: "the conversion"), and not to the base vehicle itself.
- 3) The base vehicle is subject to the manufacturer's warranty of the relevant vehicle manufacturer. This warranty:
 - a) is provided by the manufacturer and/or importer;
 - b) is subject to its own terms and conditions;
 - c) commences upon the first registration of the vehicle;
 - d) may already have partially expired at the time of delivery by Outbase campervans.
- 4) Outbase campervans is not a party to, nor a warranty provider under, the manufacturer's warranty as referred to in paragraph 3 and is not responsible for the content, duration or handling thereof.
- 5) The warranty provided by Outbase campervans applies within the European Economic Area (EEA) and Switzerland and covers defects resulting from material and/or manufacturing faults in the conversion under normal use.
- 6) The warranty provided by Outbase campervans does not affect the statutory rights of Consumers, including the right to a product that conforms to the Agreement (conformity pursuant to Article 7:17 of the Dutch Civil Code). Consumers shall at all times retain all rights to which they are entitled under applicable law.
- 7) For used vehicles, no warranty shall in principle be provided on the vehicle itself, unless expressly agreed otherwise in writing. The provisions of paragraph 6 (conformity) shall remain fully applicable.
- 8) For used vehicles, the Client may optionally choose an additional warranty of:
 - a) 3 months with a maximum of 5,000 kilometres; or
 - b) 6 months with a maximum of 10,000 kilometres.

This additional warranty excludes normal wear and components subject to wear.
- 9) The warranty provided by Outbase campervans covers only defects that arise under normal use. The Client is obliged to (have the vehicle and the conversion) maintained in accordance with the applicable instructions and guidelines of Outbase campervans and/or the manufacturer. No warranty shall apply if the defect is caused by:
 - a) improper or careless use;
 - b) insufficient or improper maintenance;
 - c) modifications or repairs carried out by third parties;
 - d) external influences such as damage, accidents or weather conditions;
 - e) normal wear and tear.
- 10) Normal wear and tear shall include, but is not limited to, wear of usage-sensitive components such as upholstery, hinges, seals, moving parts and other components subject to regular use.
- 11) If a defect occurs, the Client must report it in writing or by email within 14 days after its discovery to Outbase campervans, including a clear description of the defect.
- 12) The Client is obliged to report any defect to Outbase campervans in the first instance, so that Outbase campervans can determine whether the defect relates to the conversion or falls under the manufacturer's warranty of the vehicle. If the Client has work carried out by third parties without prior consultation, the costs thereof shall in principle not be reimbursed, unless:
 - a) there was an urgent situation; and
 - b) the Client has notified Outbase campervans thereof as soon as reasonably possible.
- 13) Repair work under warranty shall, in principle, be carried out at the premises of Outbase campervans in Utrecht. If repairs are carried out at another location, this shall only take place after prior written approval of Outbase campervans.
- 14) If the vehicle is not drivable or cannot be used safely as a result of a defect, the Client shall in principle be responsible for the transport of the vehicle to Outbase campervans. If it is established that the defect falls under the warranty of Outbase campervans, the parties shall consult in good faith regarding the allocation of transport costs.
- 15) The Client shall give Outbase campervans the opportunity to investigate and remedy the defect. If a warranty claim is valid, Outbase campervans shall, at its discretion:
 - a) repair the defect; or
 - b) replace the relevant component.

- 16) Warranty claims shall lapse if:
 - a) the warranty period has expired;
 - b) the reporting obligation has not been complied with;
 - c) the Client has failed to meet its payment obligations;
 - d) the product has been modified, improperly used or insufficiently maintained.
- 17) Any costs for inspection, diagnosis or transport may be charged if it subsequently appears that no warranty case exists.
- 18) These warranty provisions supplement and do not limit the statutory rights of Consumers.
- 19) The provisions in this Article relating to statutory rights of Consumers, including the right to conformity as referred to in Article 7:17 of the Dutch Civil Code, shall apply exclusively to Clients acting as Consumers.
For Business Clients, such statutory provisions shall apply only insofar as they cannot be excluded or limited by contract. To the extent permitted by law, such rights are excluded or limited for Business Clients to what is expressly provided in these general terms and conditions.
- 20) The warranty on camper conversions as referred to in paragraph 1 is transferable to a subsequent owner of the vehicle, provided that the vehicle and the conversion have remained unchanged and all warranty conditions have been complied with.
The additional warranty for used vehicles as referred to in paragraph 8 is personal and non-transferable.

Article 13 Transfer of Risk

- 1) The risk of theft, loss, misappropriation or damage to data, documents, software, data files and/or goods used, created or delivered in the context of the performance of the Agreement shall pass to the Client at the moment such items are actually placed under the control of the Client.
- 2) Outbase campervans shall ensure that the goods to be delivered are properly packaged. Upon arrival of the goods at the agreed delivery address, the Client shall inspect the goods for externally visible damage or defects. Such damage must be reported to Outbase campervans as soon as possible, but no later than within a reasonable period. The Client must provide proof of such damage and/or defects by means of dated photo and/or video material. If the requirements of this Article are met, such damage and/or defects shall be at the risk and expense of Outbase campervans.
- 3) The goods delivered/to be delivered by Outbase campervans are custom-made products. Therefore, such goods cannot be returned and the right of withdrawal is excluded to the extent permitted by law.
- 4) If a defect, other than as referred to in paragraph 2, is discovered and reported by the Client within 30 days, Outbase campervans shall remedy such defect, unless the defect is caused by improper use by the Client or otherwise does not fall within the risk of Outbase campervans.
- 5) If the Client installs a delivered product/unit not in accordance with the manual and/or instructions provided by Outbase campervans, any resulting damage and defects shall not be covered by warranty. In such cases, Outbase campervans shall also not be liable for any resulting damage or defects.

Article 14 Privacy, Data Processing and Security

- 1) Outbase campervans shall handle the (personal) data of the Client and users of the website with due care and shall only use such data in accordance with its privacy statement. Upon request, Outbase campervans shall inform the data subject accordingly.
- 2) If Outbase campervans is required under the Agreement to provide for the security of information, such security shall comply with the agreed specifications and a level of security that, given the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

Article 15 Retention of Title

- 1) Outbase campervans shall deliver all products and goods under retention of title. The delivered goods shall remain the legal and beneficial property of Outbase campervans until the Client has fully paid all amounts due to Outbase campervans. Outbase campervans shall be entitled to reclaim the delivered goods if the Client fails to fulfil its payment obligations. The Client is obliged to cooperate in this regard.
- 2) Outbase campervans shall have the right to retain the products and goods purchased by the Client if the Client has not yet fully complied with its payment obligations, notwithstanding any obligation of Outbase campervans to transfer or deliver such goods. Once the Client has fulfilled its obligations, Outbase campervans shall deliver the purchased goods as soon as possible, but no later than within 20 working days.
- 3) Costs and other (consequential) damages resulting from the retention of the purchased goods shall be at the risk and expense of the Client and shall be reimbursed to Outbase campervans upon first request.
- 4) The Client is not authorised to pledge or otherwise encumber goods delivered under retention of title.

Article 16 Force Majeure

- 1) Outbase campervans shall not be liable if it is unable to fulfil its obligations under the Agreement as a result of a force majeure situation.
- 2) Force majeure on the part of Outbase campervans shall in any case include, but is not limited to:
 - (i) force majeure of suppliers of Outbase campervans, (ii) failure by suppliers to properly fulfil their obligations, (iii)

defects in goods, equipment, software or materials of third parties, (iv) government measures, (v) power failures, (vi) disruptions of internet, data network and telecommunication facilities (for example due to cybercrime and hacking) or disruptions of any other nature, (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transport problems, (x) illness and/or strikes of personnel of Outbase campervans, and (xi) other situations which, at the reasonable discretion of Outbase campervans, fall outside its sphere of influence and temporarily or permanently prevent the fulfilment of its obligations.

- 3) If, at the reasonable discretion of Outbase campervans, the performance of the agreed Activities cannot be carried out at the agreed time or within the agreed period due to wet weather conditions, extreme heat or site conditions, Outbase campervans shall be entitled to suspend the relevant Activities and extend the Agreement by the duration of the non-working days, without this giving rise to liability.
- 4) If a force majeure situation lasts longer than 2 months, either party may terminate the Agreement in writing. If, on the basis of the Agreement, any performance has already been carried out, settlement shall take place on a pro rata basis, without any further obligation between the parties.

Article 17 Limitation of Liability

- 1) If the performance of Activities by Outbase campervans gives rise to liability of Outbase campervans towards the Client or third parties, such liability shall be limited to the costs charged by Outbase campervans in connection with the assignment (being the invoice value (once), excluding material costs and VAT), unless the damage is the result of intent or deliberate recklessness on the part of Outbase campervans. In any case, liability shall be limited to the amount paid out by the insurer per claim per year. These limitations of liability shall not apply to Consumers insofar as they conflict with mandatory law, including damage resulting from death or personal injury or damage to private property caused by a defective product.
- 2) Outbase campervans shall not be liable for consequential damage, to the extent permitted by law, including but not limited to indirect damage, business damage, loss of profit and/or losses incurred, lost savings or damage due to business interruption.
- 3) If, after delivery, the work shows defects for which Outbase campervans is liable, Outbase campervans must be given the opportunity to remedy such defects within a reasonable period, without prejudice to liability for damage resulting from defective delivery, unless the costs of repair would be disproportionate to the Client's interest in repair instead of compensation.
- 4) With regard to measurements, Outbase campervans shall not be liable for consequential damage, including but not limited to ordering incorrect materials, errors in measurements, GPS positioning or surveying. The Client and/or the contractor who is ultimately responsible for the execution of the Activities shall carry out a final inspection and shall be responsible for such final inspection.
- 5) If the (consequences of) defective execution of the work are attributable to defects or unsuitability of items originating from the Client, such consequences shall be borne by the Client, unless Outbase campervans has breached its duty to warn or has otherwise failed in its duty of care or expertise. Outbase campervans shall also not be liable for the premature use of part or all of the work by the Client.
- 6) The Client shall be liable for damage to the work resulting from Activities or deliveries carried out by or on behalf of the Client by third parties. Damage resulting from the use of materials prescribed by the Client and/or execution of a design originating from the Client shall be entirely at the risk and expense of the Client.
- 7) Outbase campervans shall not be liable for damage resulting from or that may result from any act or omission based on (incomplete and/or incorrect) information on the website or linked websites.
- 8) Outbase campervans does not guarantee the correct and complete transmission of the contents of emails sent by or on behalf of Outbase campervans, nor timely receipt thereof.
- 9) All claims of the Client due to shortcomings on the part of Outbase campervans shall lapse, to the extent permitted by law, if they have not been reported in writing and substantiated to Outbase campervans within one year after the Client became aware or could reasonably have become aware of the facts on which the claim is based. Liability of Outbase campervans shall lapse, to the extent permitted by law, one year after termination of the Agreement between the parties.
- 10) The Activities may result in warranties of third parties, including manufacturer warranties, becoming void. Outbase campervans shall not be liable for any damage suffered by the Client as a result of the loss of any warranty rights against third parties.

Article 18 Indemnity and Accuracy of Information

- 1) The Client is responsible for the accuracy, reliability and completeness of all data, information, documents and/or records provided to Outbase campervans in the context of an Agreement. This also applies if such data originates from third parties. If Outbase campervans is aware, or reasonably should have been aware, of inaccuracies in the assignment, including errors or defects in plans, drawings, calculations, specifications or implementation instructions provided by the Client, Outbase campervans shall be obliged to inform the Client thereof.
- 2) The Client indemnifies Outbase campervans against any liability resulting from failure to comply, or late compliance, with the obligations set out in the previous paragraph.
- 3) The Client indemnifies Outbase campervans against claims by third parties relating to intellectual property rights on data and information provided by the Client, which may be used in the execution of the Agreement.

- 4) The Client is responsible for obtaining all required permits. The Client indemnifies Outbase campervans against all claims arising from the absence of such permits.
- 5) If the Client provides electronic files, software or data carriers to Outbase campervans, the Client guarantees that these are free of viruses and defects.
- 6) The Client shall also indemnify Outbase campervans against all damages, fines, penalty payments, claims and other governmental measures.

Article 19 Intellectual Property Rights

- 1) All intellectual property rights and copyrights of Outbase campervans (including but not limited to all drawings, designs, models, preparatory materials and more developed or made available under the Agreement) shall remain exclusively vested in Outbase campervans and shall not be transferred to the Client.
- 2) The Client shall only acquire the rights of use and powers that are expressly granted under the Agreement.
- 3) The Client is prohibited from using products subject to intellectual property rights of Outbase campervans in any manner other than as agreed in the Agreement.
- 4) The Client grants permission to Outbase campervans to take photographs of the delivered work and/or to publish photographs made by the Client of the delivered work on its website and/or social media channels for advertising and promotional purposes.

Article 20 Complaints

- 1) If the Client is not satisfied with the service or products of Outbase campervans or otherwise has complaints regarding the performance of the Agreement, the Client shall be obliged to report such complaints, without undue delay, and in any event no later than 2 weeks after discovery of the cause of the complaint.
Complaints may be submitted via info@outbasecampervans.com with the subject "complaint", or via the provided telephone number.
- 2) The complaint must be sufficiently substantiated and/or explained by the Client in order for Outbase campervans to process the complaint.
- 3) Outbase campervans shall respond substantively to the complaint as soon as possible, but no later than within 5 working days after receipt of the complaint.
- 4) The parties shall endeavour to reach a joint solution.

Article 21 Governing Law

- 1) The legal relationship between Outbase campervans and the Client shall be governed by Dutch law.
- 2) Outbase campervans is entitled to amend these general terms and conditions unilaterally. The most recent version shall be available on the website.
- 3) All disputes shall be submitted to the competent court of the District Court of Midden-Nederland, Utrecht location, unless mandatory law provides otherwise.