



GENERAL TERMS AND CONDITIONS OF PICOO B.V. - INFINITE PLAY B.V.

SECTION I - GENERAL

Article 1: terms used in the general terms and conditions

Below we are explaining the terms used in the general terms and conditions:

- We/Us: Infinite Play B.V. (listed with the Chamber of Commerce under number 76929639), also trading under the name of Picoo B.V. (listed with the Chamber of Commerce under number 76929639).
- Customer: any legal entity or person to whom Picoo B.V. addresses its offer, with whom Picoo B.V. enters into an agreement and any legal entity or person with whom Picoo B.V. has a legal relationship.
- Consumer: any natural person who purchases a product from Picoo B.V. for their own use and not on behalf of a company or business.
- Renter: any legal entity or person to whom Picoo B.V. addresses its rental offer, with whom Picoo B.V. enters into a rental agreement and any legal entity or person with whom Picoo B.V. has a legal relationship within the meaning of SECTION III - RENTAL.
- Product: all items that are delivered or rented to the Customer subject to these general terms and conditions, as well as all work and services that Picoo B.V. performs for the Customer.

Article 2: applicability of these general terms and conditions

These general terms and conditions apply to all offers, agreements (including purchase agreements and rental agreements) and legal relationships between Picoo B.V. and the Customer, unless it has been explicitly agreed in writing (via e-mail for example) that these general terms and conditions do not apply wholly or partially. The general terms and conditions of Picoo B.V. always prevail over the Customer's general terms and conditions.

We attach the general terms and conditions if we send the Customer a quotation. The general terms and conditions are also available on our website www.picoo.nl, where the general terms and conditions can be saved and printed.

Article 3: liability

We are never liable for direct and indirect damage or loss, save in the event of an intentional act or gross negligence. If we should nevertheless be liable for any damage or loss, our liability is always limited to direct damage to goods or persons, and it never extends to any trading loss or other consequential damage or loss, including loss of income.

We are only liable for a Customer's direct damage or loss as a consequence of our delivery of a defective Product. We are only liable for the value of the invoice at most.

Article 4: the Product

All images on our website show the best possible image of our Products. If the Product does not look exactly similar in practice, this does not give rise to a right to compensation or termination of the agreement.

Article 5: indemnification

A third party cannot hold us liable for compensation related to the Product that we delivered. This is the Customer's responsibility.

Article 6: force majeure

If the Customer orders a Product from us and we are unable to deliver the Product in good time or completely as a result of force majeure, we are not liable for the resulting damage or loss and we may change the arrangements made. Force majeure is understood to include: strikes of our own staff or the staff of suppliers that we depend on for our Product, illness of staff, fire, flood, water damage, wars and uprisings, epidemics and pandemics, export and import restrictions, operational breakdowns, power failures, website failures and/or telephone outages, non-deliveries or late deliveries by our suppliers.

Article 7: intellectual property

All intellectual property rights, industrial property rights and other rights of Picoo B.V.'s products remain vested in Picoo B.V. The Customer is explicitly prohibited from multiplying, disclosing or exploiting Picoo B.V.'s products, whether or not by engaging third parties.

Without prejudice to the provisions of this article, the Customer is entitled to multiply for their own use and make available to third parties Picoo B.V.'s products that by their nature are intended for that purpose, such as (standard) contracts and quotations. The right of use takes effect after payment has been made by the Customer, and the other obligations vested in the Customer have been satisfied.

The Customer is not allowed to change any designation concerning intellectual property rights, industrial property rights and other rights, trademarks and trade names on the items delivered by Picoo B.V., or to have a third party perform such acts.

Article 8: devolution of rights

Under Section 3:83 (2) of the Dutch Civil Code, the Customer's claims against us cannot be transferred to third parties.

Article 9: complaints

Complaints about the execution of the agreement must be reported within a reasonable period. Complaints about defects must be reported within fourteen days of discovery. All complaints must be reported in writing. The contact details of Picoo B.V. are stated on www.picoo.com under the heading 'Contact'. We respond to complaints as soon as possible.

Article 10: applicable law and disputes

Dutch law applies to all agreements between us and the Customer, and to these general terms and conditions. All disputes between the Customer and us are submitted to the competent Court of Oost-Brabant.

SECTION II – PURCHASE

Article 11: supplementary terms and conditions

The following section applies to the sale of Products. All provisions of these general terms and conditions apply. The provisions of Section II – PURCHASE apply as a supplement.

Article 12: the purchase agreement

We prepare a quotation if the Customer indicates via our website www.picoo.nl or by telephone that they are interested in purchasing a Product. We send the Product to the Customer once we have received written approval.

Article 13: the purchase price

The amounts listed in the quotation are excluding VAT. All stated and agreed prices are in euros. The prices that we quote are based on the purchase prices, wages, wage costs and other costs that apply at the time of the quotation or at the time that the agreement is concluded. We reserve the right to charge the Customer a proportionate price increase if one or more price-determining factors are increased after the agreement has been concluded.

Article 14: term of payment

Payment terms are 30 days after receipt of the invoice. This is a strict deadline, and the Customer is in default upon expiry of the term. Setoff against claims that the Customer alleges to have against us is excluded. The Customer is not entitled to refuse or suspend the fulfilment of their payment obligation on the basis of alleged defects in the Product or for any other reason whatsoever. In the event of winding-up, insolvency, petition for liquidation or suspension of payments of the Customer, our claims become immediately due and payable.

Article 15: delivery

If the Customer orders a Product via our website and we have confirmed the order to the Customer, our aim is to send the Product to the stated address within five working days. We will inform you if we are unable to do so. The stated delivery dates are never strict deadlines, and we do not owe a penalty or any other form of compensation if we cannot meet the agreed delivery date. The costs for delivering the Product are payable by the Customer. Has the delivered Product arrived broken? Please report this to the deliverer and have them make an entry of this.

Article 16: retention of title

The ordered Product remains our property until the full purchase price has been paid. Until that time, the Product must remain undamaged and recognisable in its delivered form. If we take the Product back because full payment is not forthcoming, we are allowed to recover any compensation and interest from the Customer.

Article 17: our return policy

The Customer may terminate an agreement relating to the purchase of a Product during a reflection period of 30 days without stating reasons. This reflection period starts on the day that the Customer has received the Product. During the reflection period, the Customer will handle the Product and packaging with care. The Customer will only unpack or use the Product to the degree necessary to establish the nature, characteristics and operation of the Product. The basic principle is that the Customer may only use and inspect the Product as they would be allowed to do in a shop. The Customer is liable for a decrease in value of the Product that is the consequence of a manner of handling the Product that goes beyond what is allowed according to this article. The Customer bears the direct costs of returning the Product. This provision implements the statutory right of withdrawal to which the Consumer is entitled.

Article 18: guarantee

The Product delivered by us complies with the usual requirements and standards that may reasonably be set for it at the time of delivery and for which it is intended if used normally. Normal use is in any event understood to include use in accordance with the safety guidelines

and safety warnings delivered along with the Product. We guarantee that the Product delivered by us complies with the agreement for a period of 12 months. A 6-month guarantee period applies to the corresponding batteries. Our obligations under the guarantee do not extend beyond repairing or replacing a Product or part of it free of charge, such as at our discretion and within a reasonable period to be determined by us.

SECTION III - RENTAL

Article 19: the rental agreement

The following section applies to the rental of Products. All provisions of these general terms and conditions apply. The provisions of Section III – RENTAL apply as a supplement.

Article 20: the Renter

The Renter must ensure that the rented Product is not altered on the outside and on the inside. This also applies to the software and electronics of the rented Products.

The Renter must be at least 18 years old and be legally competent in order to rent a Product from Picoo B.V. In addition, the Renter may not use the Products commercially.

Article 21: use of the rented Product

Use of a rented Product is at the Renter's own risk. The Product delivered by us complies with the usual requirements and standards that may reasonably be set for it at the time of delivery and for which it is intended if used normally. The Renter must use the Product for normal use. Normal use is in any event understood to include use in accordance with the safety guidelines and safety warnings delivered along with the Product.

The Renter is obliged to use the rented Product in such a manner that no hindrance or nuisance is caused by or on behalf of the Renter and by (the use of) the rented Product in any form whatsoever to the surrounding area. The Renter is obliged to take suitable measures in good time in order to prevent damage to, in or caused by the rented Product as a result of frost, precipitation, storm, other weather conditions, short-circuit, fire, leakage, etc. If nevertheless any damage or loss as referred to above occurs, the Renter must immediately properly inform Picoo B.V. of this, and the Renter is fully liable towards Picoo B.V. and towards any affected third parties. Picoo B.V. is not under any obligation to service, repair or maintain alterations and additions made or taken over by the Renter to the rented Product.

Article 22: the rent

The amounts listed in the quotation are excluding VAT. All stated and agreed prices are in euros. The Renter is not entitled to a reduction of the rent or to suspension or setoff of a payment obligation or to nullification or termination of the rental agreement in case of impaired quiet enjoyment under the rental agreement as a result of one or more defects in the rented Product.

The Renter cannot claim any compensation on account of unjustified enrichment of Picoo B.V. or any third party in connection with alterations made or taken over by the Renter to the rented Product and additions to the rented Product that have not been reversed or removed upon or after the end of the rental agreement for any reason whatsoever.

Article 23: term of payment

The Renter pays the rent for the full rental period before the start of the rental period. This is a strict deadline, and the Customer is in default upon expiry of the term. Setoff against claims that the Customer alleges to have against us is excluded. The Customer is not entitled to refuse or suspend the fulfilment of their payment obligation on the basis of alleged defects in the Product or for any other

reason whatsoever. In the event of winding-up, insolvency, petition for liquidation or suspension of payments of the Customer, our claims become immediately due and payable.

Article 24: rental period

Unless otherwise agreed in writing, the rental agreement is entered into for a period of one week, for a period of two weeks or for a period of four weeks. In the event of winding-up, insolvency, petition for liquidation or suspension of payments of the Renter, we have the right to terminate the rental agreement with immediate effect. This also applies if the Renter does not comply with the general terms and conditions.

Article 25: returning the rented Product

After the rental agreement has ended, the Product must be returned by the Renter within five days. The Renter undertakes, unless agreed otherwise in writing between the parties, to maintain the Product in the condition in which we delivered it, and to make the Product available to Picoo B.V. in its original condition upon the end of this rental agreement. Alterations and additions made by the Renter do not form part of the rented Product and must be reversed or removed by the Renter before or upon the end of the rental agreement. If the Product is not returned within the agreed period, the Renter owes the agreed rent plus a penalty of €50.00 for each day that the Renter does not return the Product in good time.

Article 26: no right to suspension

If we replace or repair a Product or part of a Product at the Renter's request, the Renter does not have the right to suspend their payment obligation, except in case of non-conformity.

Article 27: theft or loss

If the rented Product is missing, the Renter must inform us within 24 hours. The Renter is liable for the loss that we suffer as a result of the loss or theft of a rented Product.

Article 28: compensation

The Renter is liable for damage to the Product that occurs in the period from receipt of the Product by the Renter until the time that the Product has been returned to and received by us. The establishment and assessment of the damage is fully and solely reserved to us.