

General terms and conditions of Driver Bubble BV

Driver Bubble BV ("Driver Bubble") has its statutory seat in Amsterdam, the Netherlands, and its offices at Keizersgracht 127, 1015 CJ, Amsterdam, the Netherlands. Driver Bubble is registered in the trade register of the Chamber of Commerce in the Netherlands under number 77944739. VAT number NL861208596B01.

Article 1. Applicability

1.1. These terms and conditions apply to all offers made by Driver Bubble and to all agreements and other legal relationships between Driver Bubble and the customer. These terms and conditions also apply to subsequent and additional orders or agreements and new agreements with the customer.

1.2. The word 'customer' in these terms and conditions is defined as the (legal) person who purchased products from Driver Bubble, requests for information regarding these products or shows an interest in these products.

1.3. These terms and conditions are easily electronically accessible on www.driverbubble.com, where an option can be found to save or print them for later examination. They will also be sent upon request without delay and at no cost.

1.4. Terms and conditions of the customer are expressly rejected and do not form any part of the agreement between Driver Bubble and the customer. Deviations from the terms and conditions are made up in writing and apply only to the specific order or agreement.

Article 2. Formation of the agreement

2.1. Offers by Driver Bubble that are addressed to specific persons are considered to be offers and are without obligation (in Dutch: *vrijblijvend*). The customer may accept such offers in writing, as a result of which the agreement is formed.

2.2. Offers by Driver Bubble that are not addressed to specific persons are considered to be invitations to customers to make an offer. An order by a customer is in that case considered to be an offer to Driver Bubble. Driver Bubble may accept such an offer either in writing or by the actual performance of the agreement to which the order relates. The agreement is formed by such acceptance by Driver Bubble.

2.3. Articles 6:227b and 6:227c of the Dutch Civil Code (in Dutch: *Burgerlijk Wetboek*) do not apply.

2.4. In these terms and conditions an electronic notice is considered to be a written notice, unless explicitly provided otherwise.

2.5. In case the customer is a collaborative of (legal) persons, each person in this collaborative is jointly liable for the performance of the obligations under the agreement.

Article 3. Prices and payment

3.1. Prices of products are exclusive of VAT and other applicable taxes.

3.2. Prices are also exclusive of packaging costs, shipping costs and, if insurance during transport is requested by the customer, costs for insurance during transport. Any applicable import or customs duties, levies and taxes are for the account of the customer, as well as any import or customs formalities. Prices are Ex Works Amsterdam, the Netherlands (Incoterms 2020).

3.3. In case of increases in prices of materials or third party services used by Driver Bubble or in case of increases in prices of other external costs for Driver Bubble during an agreement, prices of products may be increased to compensate.

3.4. Invoices to the customer will be paid ultimately within 14 days after the invoice date, or such other term as written on the invoice, on the bank account written on the invoice. Any banking charges are for the account of the customer. The right to set off (in Dutch: *verrekening*) or suspension (in Dutch: *opschorting*) of payment obligations is expressly excluded.

3.5. Driver Bubble has the right to request advance payment or security for amounts payable, at the choice of Driver Bubble, before any products are delivered.

3.6. Driver Bubble has the right to suspend the performance of its obligations until all obligations of the customer, of whichever kind, have been performed. Driver Bubble is not liable for damages as a result of exercising any right of suspension.

3.7. In case a payment term is exceeded, the customer is in default (in Dutch: *verzuim*) without any notice of default being required. In case of late payment, Driver Bubble has the right to charge an interest rate of 1% of the outstanding amount per month, or part of the month, unless the statutory commercial interest rate is higher, in which case the statutory commercial interest rate applies. The customer is liable for all judicial and extrajudicial expenses (including reasonable attorney fees) that Driver Bubble incurs as a result of the collection of invoices, with a minimum of 15% of the outstanding invoice amount including the interest payable.

Article 4. Delivery and risk

4.1. Delivery of products takes place and risk passes Carriage Paid To (CPT Incoterms 2020) at the point where the goods are taken in charge for transport by the carrier, with the provision that packaging costs, shipping costs and, if insurance during transport is requested by the customer, costs for insurance during transport, and any applicable import or customs duties, levies and taxes are for the account of the customer, as well as any import or customs formalities, as noted in article 3.2.

4.2. Delivery times are estimated. No delivery times or other terms for the performance of obligations by Driver Bubble are fatal terms (in Dutch: *fatale termijn*). Default (in Dutch: *verzuim*) on the part of Driver Bubble occurs only after Driver Bubble receives a notice of default by regular mail and subsequently fails to perform its obligations during an additional reasonable term.

4.3. Driver Bubble has the right to deliver orders in parts, which may be invoiced separately.

4.4. In case delivery of products is delayed at the request of the customer, Driver Bubble may charge reasonable costs for storage of the products.

4.5. Products that have been delivered cannot be returned. In case Driver Bubble agrees to returns in special circumstance, additional conditions may apply.

Article 5. Retention of title

5.1. Any product delivered by Driver Bubble will remain the property of Driver Bubble until the customer has complied with all its obligations as against Driver Bubble, of whichever kind and including its payment obligations, unless the product is transferred in the ordinary course of business in case the customer is an authorised distributor of Driver Bubble.

5.2. On the basis of retention of title, Driver Bubble has the right to claim and take back products that were delivered without notice of default if the customer fails to perform its obligations, either through incorrect, incomplete or late performance. The customer will provide unrestricted access to its premises and cooperate in order for Driver Bubble to execute this right. In case suspension of payments is granted to the customer, the bankruptcy of the customer is declared or attachment of goods by creditors takes place, the customer will inform the administrator, liquidator or bailiff in question immediately of the property rights of Driver Bubble.

5.3. Exercise of Driver Bubble's rights under retention of title do not automatically lead to cancellation (in Dutch: *ontbinding*) of the agreement. In case of cancellation of the agreement in connection with the exercise of Driver Bubble's rights under retention of title, Driver Bubble has the right to set off any obligation to pay back the purchase price with a damage claim against the customer that is hereby determined to be at least 50% of the applicable purchase price.

Article 6. Conformity and defects

6.1. The products provided by Driver Bubble are for business use only.

6.2. The products delivered by Driver Bubble will be in conformity with the agreement. The products have the dimensions, weight and composition as written on the website of Driver Bubble. Driver Bubble does not give any other guarantee or warranty, express or implied, with respect to the products, the application or use thereof or otherwise, including implied warranties of merchantability or fitness for a particular purpose, each of which is specifically disclaimed.

6.3. It is expressly notified to the customer that although the products offered by Driver Bubble can be used in an effort to increase safety for drivers and passengers of vehicles alike, these products are not designed, manufactured or tested to prevent all possible physical contact between persons in a vehicle or to entirely prevent risk of contamination by viruses (e.g. Corona virus) or the contraction of illnesses (e.g. COVID-19 respiratory disease). The customer is advised to inform itself of and closely follow all local hygiene guidelines, both in general and specifically with regard to the Coronavirus.

6.4. It is also expressly notified to the customer that the customer is solely responsible for verifying whether the use of the products offered by Driver Bubble is compliant with applicable laws, rules and regulations or insurance,

license or other agreements to which the customer is a party. The customer is considered to have verified compliance before making a purchase.

6.5. The products offered by Driver Bubble are intended to be installed and used in vehicles of customers or their employees, contractors or clients. The customer is exclusively responsible for making sure the products fit the vehicles they are meant to be used in. The website driverbubble.com contains the dimensions of the products and a list of vehicle models that the products have proven to fit into, which the customer is considered to have studied before making a purchase.

6.6. Additionally and for each purchased product, the customer must determine whether the product reasonably fits into the vehicle intended for its use before it is installed and put into use. This includes using common sense as to what is safe for use: products may never be put under high pressure or overstretched or placed too close to driver or passengers for them to sit and move unhindered. The customer must contact Driver Bubble in case of questions and in case of doubt products should not be used.

6.7. In case products delivered to the customer do not conform to the agreement, Driver Bubble shall, at its own choice and on the condition that the customer complained sufficiently in time in accordance with article 7, repair the product, provide a replacement product, or pay back the purchase price of the defected product, all of which will be done within 30 days after receiving back the product from the customer. In case the purchase price is paid back, the part of the agreement that relates to the defected products is considered to be cancelled (in Dutch: *ontbonden*) without any liability for damage or costs on the part of Driver Bubble.

6.8. No claim is accepted for products that were used in breach of instructions of installation and use that were provided or that were known or should have been known to the customer, for products that were stored, used or treated injudiciously, or for products that were used in breach of statutory or contractual requirements. The customer is not permitted to make changes to the products, unless explicitly agreed otherwise in writing. The customer is, as acting in the course of its business, considered to be sufficiently expert to use the products offered by Driver Bubble.

6.9. No claim is accepted for defects that are the result of normal wear and tear, for products on which third parties performed services, or for products that were (re)sold or otherwise transferred to third parties. The last instance does not apply to customers that are authorised distributors of Driver Bubble.

6.10. Descriptions and images in marketing materials, publications and on the website of Driver Bubble are considered to act as an indication of the capacity and quality of products only. Products delivered may deviate from such descriptions and images. Deviations do not give any right to cancel the agreement or suspend payment, unless a deviation is of such nature that it cannot be reasonably requested from the customer to accept it.

Article 7. Complaints

7.1. The customer is obliged to inspect products that were delivered immediately upon receipt on any damage or defects.

7.2. The customer is obliged to complain to Driver Bubble about any damage or defects to a delivered product by notifying Driver Bubble with a detailed description of the damage or defects in writing within 3 business days after the first installation of the particular product in a vehicle and in any case ultimately within 30 days after delivery of the particular product to the customer.

7.3. The obligation to complain within the times noted above also applies to customers that are distributors as if they were end users.

7.4. The customer loses all rights and legal measures with regard to a defect in the performance of the agreement in case it does not complain in time in accordance with this article 7.

Article 8. Intellectual property

8.1. All intellectual property rights and related rights, including patent rights, copyrights, design rights, database rights, trademark rights, trade name rights, rights to domain names and rights to trade secrets and know how that are vested in the products delivered by Driver Bubble, including any documents and materials provided to accompany products, are owned by Driver Bubble and its licensors. The customer is not entitled to reproduce, modify, publish or disclose to third parties the object of such rights, other than as expressly agreed in writing between the parties or as expressly permitted under applicable mandatory law.

Article 9. Data protection and privacy

9.1. Driver Bubble acts in accordance with applicable data protection and privacy regulations, among which the EU General Data Protection Regulation (GDPR, EU 2016/679). The website driverbubble.com contains a privacy policy that describes the processing of personal data by Driver Bubble.

Article 10. Force majeure

10.1. In addition to what is provided in article 6:75 Dutch Civil Code (in Dutch: *Burgerlijk Wetboek*), a failure to perform under the agreement cannot be attributed to Driver Bubble if it is the result of circumstances that are outside its control, including war, threat of war, mobilization, riots, epidemics, pandemics or illness outbreaks or the worsening thereof, strikes or exclusions, fire, floods, illness and/ or injury of the persons involved by Driver Bubble in the performance of the agreement, network and computer failures, interruption of operations and reduced production, shortage of raw materials or packaging material, the inability to secure supplies, fuel or power on conditions that are acceptable to Driver Bubble, transport delays, legal intervention, import restrictions or other limiting measures by the authorities, as well as any other circumstance that prevents the performance of the agreement that is not exclusively dependent on the will of Driver Bubble, such as delays and failures in the delivery of goods and provision of services by persons involved by it.

10.2. In such an event the obligations of Driver Bubble are suspended. Not until after a period of six months thereafter do Driver Bubble and the customer have the right to cancel (in Dutch: *ontbinden*) the agreement in whole or in part in writing. Suspension and cancellation (in Dutch: *ontbinding*) do not lead to any liability of Driver Bubble, irrespective of any advantage as a result thereof for Driver Bubble.

Article 11. Liability

11.1. In case of an attributable lack of performance of the agreement by Driver Bubble, or an attributable unlawful act by Driver Bubble, the total cumulative liability of Driver Bubble for direct damages that are suffered by the customer is limited to the amount of the invoice (excluding VAT), with a maximum amount of € 10,000, per event or series of mutually related events.

11.2. The liability of Driver Bubble for indirect or consequential damages of the customer is excluded. Indirect or consequential damages are, without limitation, damages in the form of loss of turnover, loss of profit, interruption of business, loss of income or savings, reputational damage, fines, penalties, tax demands and third party damage claims. Also excluded is all liability in relation to claims or allegations of being contaminated by viruses (e.g. the Corona virus) or contracting illnesses (e.g. COVID-19 respiratory disease) despite the use of products delivered by Driver Bubble.

11.3. The customer shall indemnify, defend and hold harmless Driver Bubble from and against any and all claims, costs, damages, losses, liabilities and expenses, court costs and reasonable attorneys' fees included, arising out of or in connection with any claim by its employees, contractors, clients against Driver Bubble in relation to the use of products delivered by Driver Bubble.

11.4. Default (in Dutch: *verzuim*) on the part of Driver Bubble is only established after the customer notifies Driver Bubble of the default in writing by regular mail, giving Driver Bubble the opportunity to fulfil its obligations within a reasonable term, and Driver Bubble lets this term pass without fulfilling its obligations. A reasonable term takes into account the time involved in international transport of goods to and from Driver Bubble.

11.5. Each damage claim of the customer on Driver Bubble shall expire (in Dutch: *vervalt*) 3 months after the date on which the customer becomes aware of, or reasonably could have become aware of, the damages and of Driver Bubble as the liable party.

11.6. The abovementioned exclusions and limitations of liability do not apply in case of wilful misconduct of gross negligence on the part of Driver Bubble.

Article 12. Cancellation for insolvency

12.1. Driver Bubble may cancel (in Dutch: *ontbinden*) an agreement with the customer in whole or in part in writing without notice of default and without being liable for any damages or costs, in case suspension of payments is granted to the customer, the bankruptcy of the customer is requested, the customer who is a natural person is granted statutory debt restructuring under the Dutch Natural Persons Debt Restructuring Act (in Dutch: *WSNP*) or equivalent proceedings in the country of residence of the customer, or the customer in other ways loses the power to dispose of its capital.

12.2. This provision does not in any way limit any statutory rights to cancel (in Dutch: *ontbinden*) the agreement. In case of cancellation (in Dutch: *ontbinding*) all claims of Driver Bubble on the customer are due with immediate effect.

Article 13. Other provisions

13.1. Should a provision of these terms and conditions become partially or fully ineffective, the other provisions shall remain unaffected. The ineffective provision is, in such a case, considered to be replaced by a provision that is effective and differs as little as possible from the content and scope of the original provision.

13.2. Driver Bubble may change these terms and conditions from time to time. New versions of the terms and conditions will be published on driverbubble.com and apply to new orders as of the day of publication.

13.3. These terms and conditions may be translated into other languages than English. In case of contradictions, the English text prevails over other languages.

13.4. These terms and conditions also apply on behalf of the legal persons or entities, auxiliary persons, and subordinates that Driver Bubble engages in performing the agreement.

13.5. The legal relationship of the customer with Driver Bubble and the customer's rights under the agreement cannot be transferred without the prior written approval of Driver Bubble, unless expressly permitted under applicable mandatory law. This provision has effect under property law as intended in article 3:83 paragraph 2 of the Dutch Civil Code (in Dutch: *Burgerlijk Wetboek*).

Article 14. Applicable law and competent court

14.1. The legal relationship between Driver Bubble and the customer is exclusively governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is excluded.

14.2. Any dispute arising from the agreement will be exclusively submitted to the competent court in Amsterdam, the Netherlands, notwithstanding the right of Driver Bubble to bring disputes before the courts in the place of residence of the customer.

Amsterdam, the Netherlands, 2020