



GENERAL TERMS AND CONDITIONS

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1. AGREEMENT, QUOTATION AND CONFIRMATION

- 1.1 These General Terms and Conditions are applicable to all offers and to the realisation, contents and fulfilment of all agreements made between the client and ManGo Product Design. Deviations from these General Terms and Conditions can only be agreed in writing between the client and ManGo Product Design.
- 1.2 Quotations are non-binding and are valid for 3 months. Quotations may change due to an unforeseen change in the work. Said rates and offers do not automatically apply to future assignments. The client is responsible for the correctness and completeness of the data provided by her or on her behalf to ManGo Product Design on which ManGo Product Design bases the quotation.
- 1.3 Assignments need to be confirmed in writing by the client. If the client fails to do so, but nevertheless agrees to ManGo Product Design starting with the execution of the assignment, the contents of the quotation shall be considered as agreed and these General Terms and Conditions shall apply. Further verbal agreements and stipulations only bind ManGo Product Design after they have been confirmed in writing by ManGo Product Design.

2. EXECUTION OF THE AGREEMENT

- 2.1 ManGo Product Design shall make every effort to carry out the assignment with due care and independence, to represent the client's interests to the best of its ability and to strive to achieve a result that is useful to the client, as can and should be expected of an industrial design agency acting reasonably and professionally.
- 2.2 The client does everything that is reasonably necessary or desirable to enable ManGo Product Design to deliver on time and correctly, such as the timely provision of complete, sound and clear data or materials, which ManGo Product Design indicates or of which the client understands or

should reasonably understand that they are necessary for the execution of the agreement.

- 2.3 A deadline given by ManGo Product Design for the execution of the assignment is indicative, unless otherwise agreed in writing.
- 2.4 Before proceeding to execution, production, reproduction or publication, the parties shall give each other the opportunity to check and approve the latest models, prototypes or proofs of the result.
- 2.5 Deviations in the (final) result in relation to what has been agreed shall not be a reason for rejection, discount, compensation or dissolution of the agreement, if these deviations, taking all circumstances into account, are reasonably of minor importance.
- 2.6 Complaints should be made in writing to ManGo Product Design as soon as possible, but in any case, within ten working days after completion of an assignment, if no complaint in said timeframe is received; the client shall be deemed to have fully accepted the result of the assignment.

3. ENGAGING WITH THIRD PARTIES

- 3.1 Unless otherwise agreed, assignments to third parties as part of the execution of the assignment shall be given by or on behalf of the client. At the request of the client, ManGo Product Design can act as an agent for the account and risk of the client. The parties can agree on a fee for this.
- 3.2 If ManGo Product Design prepares an estimate for costs of third parties at the request of the client, this estimate is indicative. If necessary, ManGo Product Design can request quotations on behalf of the client.
- 3.3 If, during the execution of the assignment, ManGo Product Design procures goods or services from third parties at its own expense and risk according to an explicit agreement, after which these goods or services are passed on to the client, the stipulations of the general conditions of and/or separate

agreements with the supplier regarding the guarantee and liability shall also apply to the client.

- 3.4 If ManGo Product Design, whether in the name of the client or not, gives orders or instructions to production companies or other third parties, the client shall confirm in writing the approval referred to in Article 2.4 of these General Terms and Conditions at the request of ManGo Product Design.
- 3.5 The client shall not engage third parties without consulting ManGo Product Design if this could affect the execution of the assignment as agreed with ManGo Product Design. In such a case, the parties will discuss which other parties will be engaged and what work will be assigned to them.
- 3.6 ManGo Product Design shall not be liable for errors or defects in products or services provided by third parties engaged by or on behalf of the Client, regardless of whether they were introduced by ManGo Product Design. The client has to address these parties himself/herself. ManGo Product Design can provide assistance if required.

4. INTELLECTUAL PROPERTY AND PROPERTY RIGHTS

- 4.1 By handing over the project/model, ManGo Product Design declares that they are the rightful creators of the product design according to the Dutch Copyright Act. All rights/claims to intellectual property of supplied data by the client at the start of the project (sketches, briefing, 3D models, patent(s), software, branding, etc.) remain with the client. The intellectual property of all development performed by ManGo Product Design for the client shall during the development be vested in ManGo Product Design, once the client has fulfilled all payment obligations of ManGo Product Design, all rights to the developed Intellectual Property (IP) shall be transferred to the client in writing (IP-contract).
- 4.2 If it is necessary for the developments that ManGo Product Design engages an external party who will also develop its own IP then the client will be informed in advance. The general terms and conditions for subcontractors from ManGo Product Design stipulate that the IP generated by subcontractors is automatically transferred after acceptance of the final result by the client and the fulfilment of all payment obligations to the subcontractor.

- 4.3 If the customer does not fulfil the payment obligations as agreed in the assignment, the generated IP of the performed work shall remain property of ManGo Product Design and may not be used by the customer in any way. The client shall be informed in writing by ManGo Product Design and has 30 days after receipt of this letter to fulfil the payment obligations before the IP is seized. ManGo Product Design is then free to use the IP in any way to compensate for damages suffered.
- 4.4 ManGo Product Design is not allowed to make any publication of the project and/or the client without the written permission of the client. Obligations also apply to all intellectual property developed by ManGo Product Design on behalf of the client during the project. If the client has agreed to a publication of the project by ManGo Product Design, this publication shall first be shared with the client for approval.
- 4.5 After the completion of the assignment, ManGo Product Design shall ensure that the latest status of all digital files and the process steps taken are preserved for future reference. With regard to the used materials, prototypes and samples, there is no obligation to retain unless otherwise agreed.

5. FEE AND INCIDENTAL EXPENSES

- 5.1 If ManGo Product Design has to carry out extra work because of an extension of the assignment, because of the late, incorrect or incomplete supply of materials or data, because of the repair of the design or the result due to improper use, or because of the guidance of employees or suppliers of the client outside the scope of the assignment (on request or by necessity), then this extra work shall be compensated, regardless of whether there was a fixed price agreement, on the basis of the usual fee rates charged by ManGo Product Design.
- 5.2 If the execution of the assignment is delayed or interrupted due to circumstances not attributable to ManGo Product Design, the client shall be obliged to reimburse any costs incurred as a result. ManGo Product Design shall try to limit these costs as much as possible.

6. PAYMENT

- 6.1 All items delivered to the customer remain the property of ManGo Product Design until all amounts due by the customer to ManGo Product Design on the basis of the agreement between the parties have been paid to ManGo Product Design in full.

7. TERMINATION AND DISSOLUTION OF THE AGREEMENT

- 7.1 If the client gives notice of termination of the agreement without any culpable breach of contract on the part of ManGo Product Design, or if ManGo Product Design terminates the agreement due to an attributable breach of contract on the part of the client, the client shall be liable to pay, in addition to the fee and the costs incurred in connection with the work performed until that moment, damages. The compensation shall comprise at least the costs arising from obligations entered into by the client in his own name with third parties for the performance of the assignment, as well as full payment of the phase already commenced at that time.
- 7.2 Both the client and ManGo Product Design may, in case of negligence of the other party which has remained without remedy for 60 days after written notification has been given, rescind this agreement.
- 7.3 Both ManGo Product Design and the client shall have the right to terminate the agreement immediately, wholly or partially, and all amounts due shall become immediately due and payable if a petition for bankruptcy, (temporary) moratorium or debt restructuring is filed with regard to the other party.

8. WARRANTIES AND INDEMNITIES

- 8.1 ManGo Product Design guarantees that the delivered work is designed by ManGo Product Design and that, if there is any copyright on the result, ManGo Product Design is considered to be the creator in the sense of the Copyright Act and can dispose of the work as the copyright holder. ManGo Product Design guarantees that the result of the assignment at the time of

its realisation, as far as ManGo Product Design knows or can reasonably be expected to know, does not infringe on the rights of third parties or is otherwise unlawful.

- 8.2 If the client uses the results of the assignment, the client shall indemnify ManGo Product Design or third parties engaged by ManGo Product Design for the assignment against all claims of third parties resulting from the applications or the use of the results of the assignment. This does not affect the liability of ManGo Product Design towards the client for non-fulfilment of the guarantees as mentioned in the previous paragraph.
- 8.3 The client shall indemnify ManGo Product Design against claims relating to intellectual property rights on all materials and/or data supplied by the client that are used in the execution of the assignment.

9. LIABILITY

- 9.1 In case of an attributable failure, ManGo Product Design should first be declared in default in writing, with a reasonable period of time to still fulfil its obligations or to repair possible errors or to reduce or eliminate damage.
- 9.2 ManGo Product Design shall only be liable to the Client for direct damages that are attributable to ManGo Product Design. The liability of ManGo Product Design for indirect damages, including consequential damages, lost profits, lost savings, mutilated or lost data or materials, or damages due to business interruption is excluded.
- 9.3 Except in the case of intent or wilful recklessness of ManGo Product Design, the liability of ManGo Product Design shall be limited to the amount of the fee of ManGo Product Design for the assignment, at least for that part of the assignment to which the liability relates. The amount for which ManGo Product Design is liable in the occurring event shall be reduced by the amount of any sums insured by the client.
- 9.4 All liability shall lapse by the expiration of two years from the time the assignment is terminated by completion, cancellation or dissolution.

9.5 Under no circumstances shall ManGo Product Design be liable for failure or delay of the project arising from circumstances beyond its control, for example: strikes, work stoppages, errors in services, components or products supplied by third parties designated by the client, accidents, natural disasters, war, attacks, civil or military disturbances, regional or national power & internet failures, "acts of god", etc.

10. CONFIDENTIALITY STATEMENT

10.1 ManGo Product Design shall treat all information provided by the client or persons appointed by it as confidential Information and therefore keep it strictly confidential from third parties. This information will only be disclosed to employees if they have to know it for the realisation of the project. ManGo Product Design has imposed a duty of secrecy regarding information from clients on all employees. ManGo Product Design is bound to secrecy of the information for the duration of the project or until the data provided has become publicly known (e.g.: market introduction of the product), through no fault of the client.

10.2 If a third party is to receive information and is to be involved in the process, the client will be informed in advance for approval and, if required, an NDA will be signed between the parties before information is exchanged.

11. OTHER CONDITIONS

11.1 If any provision of these General Terms and Conditions is invalid or is nullified, the other provisions of these General Terms and Conditions will remain in full force. In that case, the parties will consult with a view to agreeing on new provisions to replace the null and void or annulled provisions, taking into account, as far as possible, the purpose and meaning of the null and void or annulled provisions.

11.2 The agreement between ManGo Product Design and the client is subject to Dutch law. Parties shall first try to solve a dispute in mutual consultation. Except if parties have explicitly agreed upon arbitration in writing, the court that is competent according to the law or the court in the district where ManGo Product Design has its headquarters shall, at the discretion of ManGo Product Design, have jurisdiction over the disputes between ManGo Product Design and the client.