



GENERAL DELIVERY & GUARANTEE TERMS  
OF  
SMART URBAN MOBILITY BV

## GENERAL DELIVERY and GUARANTEE TERMS OF SMART URBAN MOBILITY BV

These general terms are applied by Smart Urban Mobility B.V., a private company with limited liability under Dutch law with its head office in Amsterdam, registered with the Chamber of Commerce in Amsterdam under no. 50871684.

### 1 Definitions

- 1.1 The following terms are defined as follows in these general terms ("General Terms"):
- a) **Consumer:** a natural person not acting in pursuit of a profession or business;
  - b) **End-user:** 1) a Consumer, 2) a corporate entity or 3) a natural person acting in pursuit of a profession or business. The end-users specified at numbers 2 and 3 are only end-users insofar as there is no resale of Products;
  - c) **Customer:** a natural person acting in pursuit of a profession or business, or corporate entities with whom Smart Urban Mobility concludes an Agreement or with whom Smart Urban Mobility is negotiating about concluding an Agreement for the supply of Products;
  - d) **Order:** every order which is placed with Smart Urban Mobility by or on behalf of a Customer to order Products in any form whatsoever;
  - e) **Agreement:** Every agreement concluded between Smart Urban Mobility and a Customer, and any change relating to this agreement and all acts or legal transactions relating to the execution of that agreement and, in retrospect, all acts and legal transactions required in order to conclude that agreement;
  - f) **Party/Parties:** Smart Urban Mobility and/or Customer;
  - g) **Products:** all products purchased by the Customer from Smart Urban Mobility itemised in the Purchase Order and/or the Agreement;
  - h) **Smart Urban Mobility:** the private company with limited liability under Dutch law Smart Urban Mobility B.V., with offices in Amsterdam (1014 BH) at Contactweg 26;
  - i) **Store Location:** The physical store that is owned or operated by a Customer or potential Customer where it sells the Products.

### 2 Applicability of the General Terms

- 2.1 These General Terms apply to all offers, quotes, services, Products from Smart Urban Mobility, Orders from the Customer, the Agreements between the Parties and all resultant acts and transactions between the Parties. Unless the nature of the specific content of a provision in these General Terms requires otherwise, the provisions of the General Terms also apply to Agreements under which Smart Urban Mobility is not acting as a seller.

2.2 Smart Urban Mobility expressly rejects the applicability of any general terms applied by the Customer, unless it expressly accepts the Customer's general terms in writing.

### **3 Changes to the Agreement**

3.1 Without prejudice to article 21 of the General Terms, changes to a provision in an Agreement can only be agreed with the written permission of both parties.

4. Quotes, agreements, product descriptions and definitions

4.1 A quote or (price) offer is not binding on Smart Urban Mobility and merely constitutes an invitation to the Customer to place an Order.

4.2 Once placed, an Order cannot be cancelled or amended by the Customer except under the terms accepted in writing by Smart Urban Mobility. Smart Urban Mobility reserves the right to cancel Orders without giving reasons after notification to the Customer. Smart Urban Mobility is not obliged to refund sums already paid by the Customer except insofar as these sums are advance payments for the cancelled Order.

4.3 The Agreement is concluded as soon as the Customer places an Order or if Smart Urban Mobility executes an Order. If Smart Urban Mobility performs work for the Customer at the Customer's request before an Agreement has been concluded or an Order has been placed, the Customer will pay Smart Urban Mobility for this in accordance with the current rates.

### **5 Prices**

5.1 All prices used by Smart Urban Mobility are denominated in euros unless expressly stated otherwise. If prices are specified in a currency other than the euro, such a price statement is based on the euro equivalent of this price on the date that the price statement was made.

5.2 Prices are excluding VAT or other sales tax. The postage and packaging costs, import and export duties and other similar charges, levies or taxes which are imposed or demanded in connection with the Products and the shipping of the Products will be borne by the Customer.

5.3 Any change in factors which affect Smart Urban Mobility's prices, including - without being limited to - rates charged by third parties, current exchange rates, insurance costs, import and export duties and all other costs which must be paid when importing and exporting, shipping costs and other costs, levies or taxes can be charged on to the Customer by Smart Urban Mobility.

### **6 Payment**

6.1 The Customer will pay the invoices within thirty (30) after the date of invoicing.

6.2 Smart Urban Mobility is entitled to demand an advance payment or demand another form of surety. Smart Urban Mobility is entitled to suspend the execution of the Agreement at any time if there are one or more outstanding invoices or if an invoice has remained unpaid for more than 30 days. Advance payment is required if the Customer does not pass the ABN AMRO Credit Check.

- 6.3 If Smart Urban Mobility has not received payment in full and on time, the Customer is automatically in default without the need for notice of default. In that case Smart Urban Mobility's claims against the Client are payable immediately, regardless of the reason or nature, and the Customer will be liable for interest at 1.5% per month or part of a month on the sums outstanding. Smart Urban Mobility will then be entitled to suspend or cease all activities for the Customer without Smart Urban Mobility becoming liable with respect to the Customer as a result of this.
- 6.4 All extrajudicial and court costs which Smart Urban Mobility incurs for the collection of sums owed by the Customer to Smart Urban Mobility must be reimbursed by the Customer, with a minimum of 15% of the sums outstanding.
- 6.5 Regardless of any statement to the contrary, payments by the Customer will be deemed to have been made to settle debts in the following order: interest, extrajudicial and court collection costs, payable principal sums (older before newer).

## **7 Delivery time**

- 7.1 The delivery time specified by Smart Urban Mobility is based on the circumstances which apply to Smart Urban Mobility at the time when the Agreement is concluded and, insofar as this is dependent on third parties' performance, on the information which these third parties provide to Smart Urban Mobility.
- 7.2 The delivery time is always an approximation, and is never of the essence. The delivery time commences on the date of confirmation of the Order by Smart Urban Mobility.
- 7.3 The Customer will not claim compensation if the delivery time is exceeded. Nor shall the Customer dissolved the Agreement in such a case. The Customer will grant Smart Urban Mobility a reasonable period, to be agreed between the Parties, to fulfil the Agreement. Only if Smart Urban Mobility fails to comply with the Agreement within the reasonable period will the right to dissolve the Agreement exist. Smart Urban Mobility is not obliged to compensate loss unless these General Terms or the Agreement stipulate otherwise.
- 7.4 Smart Urban Mobility is entitled to deliver in instalments at all times.

## **8 Delivery, risk**

- 8.1 If and insofar as the Parties have not expressly agreed the (costs of) delivery of the Products and the transfer of the risk in writing, delivery will take place at Smart Urban Mobility's location and the risk relating to the Products and their packaging will in all cases transfer to the Customer at the moment that Smart Urban Mobility notifies the Customer in writing that the Product is ready for delivery, or if delivery will take place by shipping of the Products to the Customer at the moment when Smart Urban Mobility notifies the Customer in writing that the Products are ready for shipping. In the latter case the shipping will take place at the Customer's expense and risk.

- 8.2 If the Customer does not collect or arrange the collection of the Products ordered by the Customer, the Customer will be in default without the need for written notice of default. In such a case Smart Urban Mobility is entitled to store the Products at the Customer's expense and risk and to sell them to a third party. The Customer remains liable for the purchase price plus interest and costs (as compensation) after deduction of the net proceeds of any such sale to a third party.
- 8.3 The Customer will cooperate fully with Smart Urban Mobility and provide all assistance if Smart Urban Mobility recalls the Products in connection with a recall action.

## **9 Retention of title**

- 9.1 Ownership of all Products supplied to the Customer will only transfer to the Customer at the moment when it has fully complied with all obligations under the Agreement, including - but not limited to - the purchase price, any supplements, interest, taxes and costs which must be paid under the General Terms or the Agreement, and any services which have been or will be provided with regard to the Products.
- 9.2 The Customer is not entitled to rent the Products to third parties or to allow third parties to use them, to pledge them or otherwise to encumber them in favour of third parties until Smart Urban Mobility has transferred ownership of these Products to the Customer.
- 9.3 If and as long as ownership of the Product has not yet been transferred to the Customer, the Customer must notify Smart Urban Mobility in writing immediately if the Products are the subject of attachment or garnishment, or if another claim is made with regard to the Products.
- 9.4 In the event of attachment or garnishment, bankruptcy or (provisional) payment moratorium the Customer must immediately inform the receiver or administrator, the (court) bailiff serving the attachment or garnishment of Smart Urban Mobility's title.
- 9.5 The Customer is only permitted to use the Product supplied with retention of title as part of the normal conduct of its business. If the Customer does not comply with its payment obligations in time, the Customer will enable Smart Urban Mobility at the first request to inspect and/or recover all Products supplied with retention of title from the place where they are located. As long as title rests with Smart Urban Mobility, the Customer must store the products or otherwise keep them such that the condition in which the Products have been supplied is safeguarded and they are clearly identifiable as being the property of Smart Urban Mobility.

## **10 Guarantee**

- 10.1 The Products will be free of defects in materials and/or manufacturing faults when they are delivered to the Customer or the third party designated by the Customer.
- 10.2 Smart Urban Mobility's liability with respect to returns and the guarantee is limited. If, in Smart Urban Mobility's opinion, the Customer has been able to show that Products that have been supplied to the Customer by Smart Urban Mobility are not functioning correctly, Smart Urban Mobility can choose at its discretion after return of the Product between:

- replacement of the Product;
  - repair of the faulty Product;
  - offering the Customer a mutually agreed discount on the purchase price;
  - refund of the purchase price.
- 10.3 Smart Urban Mobility will be fully discharged from its obligations under the guarantee by complying with one of the options listed above, and is not obliged to pay further compensation or damages.
- 10.4 The Customer may not refer its customers who are consumers to any other guarantee other than that described in this article 10. All returns must take place in accordance with the provisions set out below in article 11.
- 10.5 The Customer or the third party designated by it is obliged to inspect or commission the inspection of the products immediately at the place of delivery in accordance with article 8 of these General Terms or immediately after receipt at the delivery address in the case of shipping.
- 10.6 The Customer must notify Smart Urban Mobility in writing within five (5) working days after inspection of the Products of:
- any complaint relating to defects in the products with a detailed specification of the defect, time/date of discovery of the defect, and the possible cause;
  - any deviations in quantity, weight or quality between the supplied Products and the specification of these in the relevant order confirmation or invoice.
- 10.7 If there are defects which could not reasonably be discovered within the period specified in article 10.6, the Customer must notify Smart Urban Mobility of these in writing immediately, and definitely within ten (10) working days after the discovery, with a detailed specification of the defect, time/date of discovery of the defect, and the possible cause.
- 10.8 If the Customer fails to notify Smart Urban Mobility within the time period specified in article 10.6, or where applicable article 10.9, the Customer's right to exercise its rights with regard to such an irregularity or defect will lapse. The Customer will then be deemed to have waived all claims relating to the guarantee described in this article.
- 10.9 The Customer is obliged to cease use of the Product immediately after discovery of an irregularity or defect and not carry out repair work itself or have it carried out by a third party, on penalty of loss of its rights with regard to such an irregularity or defect. If Smart Urban Mobility requires it, the Customer must cooperate with Smart Urban Mobility for an investigation into the complaint.
- 10.10 Smart Urban Mobility or the persons designated by it may, at their discretion, inspect those Products as soon as possible after the notification from the Customer under this article and verify whether those Products show defects. The Customer must store all Products which it believes show defects on its site until these have been inspected by Smart Urban Ability or the persons designated by it or, if this is later, thirty (30) days after sending the aforementioned notification.

- 10.11 Except insofar as it is stated otherwise in these General Terms, all Products are supplied 'as is'. Smart Urban Mobility issues no declarations or guarantees in any form, either express, implicit or statutory, including but not confined to implicit guarantees with regard to the saleability, non-infringement or suitability for a particular purpose. No person (including an agent, dealer or representative of Smart Urban Mobility) is entitled to issue declarations and guarantees with regard to the Products, except to draw Customers' attention to this guarantee, and the Customer acknowledges and declares that it will not invoke other declarations or guarantees.
- 10.12 If Smart Urban Mobility supplies Products to the Customer which Smart Urban Mobility has obtained from its suppliers, Smart Urban Mobility is at no time obliged to honour a guarantee or a liability with respect to the Customer which extends beyond that which Smart Urban Mobility itself can claim from its own supplier.

## **11 Returns**

- 11.1 The Customer is entitled to return Products to Smart Urban Mobility subject to the provisions of article 10. The Products to be returned must be accompanied by a fully completed returns form, which is supplied with the Product or can be issued by the sales office.
- 11.2 Returns must take place in a traceable way, i.e. via Federal Express, UPS, DHL or insured post. The cost of the return will be borne by the Customer and the Products will remain at the Customer's risk following receipt of these Products by Smart Urban Mobility.

## **12 Other Customer obligations**

- 12.1 The Customer must at all times provide information required to execute the Agreement with Smart Mobility, and guarantees the accuracy and completeness of this information.
- 12.2 The Customer is not entitled to remove or obscure trademarks or distinctive markings on the Products and in any accompanying documents or documents relating to the Products.

## **13 Third parties' products and services**

- 13.1 Smart Urban Mobility is entitled to engage third parties to execute (parts of) and Agreement. The Customer gives its approval for this in advance.

## **14 Liability**

- 14.1 Unless compliance by Smart Urban Mobility is permanently impossible, Smart Urban Mobility's liability arising from attributable failure to comply with an Agreement will only arise if the Customer has given Smart Urban Mobility written notice of default, giving a reasonable rectification period of at least ten (10) working days, whereby Smart Urban Mobility continues to attributable fail to comply with its obligations after the rectification period. The notice of default must contain a description of the shortcoming which is as complete and detailed as possible so that Smart Urban Mobility is given the opportunity to respond adequately.

- 14.2 Irrespective of the guarantee restrictions in article 10, Smart Urban Mobility is not liable for loss suffered by the Customer in connection with the Agreement unless that loss is the result of intent or conscious recklessness on the part of Smart Urban Mobility. Regardless of the above, if Smart Urban Mobility can be held liable for the Customer's loss for any reason whatsoever, Smart Urban Mobility's total liability with respect to the Customer will never exceed the total net amount paid to Smart Urban Mobility for the Products/Order from which the loss results or, if it is lower, the amount of liability for which Smart Urban Mobility is insured.
- 14.3 If Smart Urban Mobility engages third parties, Smart Urban Mobility accepts no liability whatsoever for the non-performance by the third party, except insofar as Smart Urban Mobility is liable under article 14. If the Customer takes legal action against the third party directly, the Customer must indemnify Smart Urban Mobility for any claims by this third party, and also for all costs which Smart Urban Mobility incurs in connection with these claims.
- 14.4 All rights to bring legal action and other entitlements of the Customer with respect to Smart Urban Mobility in connection with the Products supplied by Smart Urban Mobility lapse after a period of one (1) year, i.e. twelve (12) calendar months, after the date on which the Customer has become aware - or could reasonably have become aware - of the existence of such rights and entitlements.
- 14.5 Reimbursement of indirect loss by Smart Urban Mobility, including - but not limited to - loss of profits, loss of sales and goodwill is excluded.

## **15 Sales channels**

- 15.1 Subject to the provisions set out below in article 18, the Customer is not permitted: (a) if the Customer is a retailer, to sell Products to persons other than End-users who are physically present in the Store Location(s), and if the Customer engages in online sales to support the activities in the Store Location(s), to actively sell Products to parties other than End-users; (b) to buy Products from any seller other than Smart Urban Mobility; (c) to sell Products or offer them for sale directly or indirectly on behalf of any other party.

## **16 Intellectual property**

- 16.1 The Customer may not breach Smart Urban Mobility's intellectual property rights, including but not restricted to trademarks, trade names, logos, images, texts, model rights, patents, copyright, Product descriptions or other words or symbols.
- 16.2 The Customer undertakes not to do anything which could damage, harm or otherwise be harmful to Smart Urban Mobility's intellectual property rights and/or the value of those intellectual property rights.
- 16.3 Insofar as Smart Urban Mobility allows the Customer to use its trademark, logo and/or trade name under the Agreement for the purposes as specified in the Agreement, the Customer obtains a limited, non-exclusive, irrevocable, non-transferable, not sub licensable usage right. The Customer is prohibited from making any of Smart Urban Mobility's intellectual property rights available to a third party in any way.



- 16.4 The Customer will reimburse all loss and costs incurred by Smart Urban Mobility including - but not limited to - costs of legal assistance, imposed fines and court costs which result from a breach by the Customer of Smart Urban Mobility's intellectual property rights.

## **17 Resale, advertising and promotion**

- 17.1 The Customer is not permitted to sell the products solely online unless the Parties have made agreements about this.
- 17.2 The advertising, promotion, marketing and sales techniques adopted by the Customer with regard to the Products must comply at all times with Smart Urban Mobility's advertising and promotion policy (as this applies at any given time) and with all applicable laws and regulations. The advertising promotion policy will also include a policy to achieve maintain the image that Smart Urban Mobility wishes to project with its Products and the associated brand to other (potential) Customers and (potential) End-users.
- 17.3 Approved images and text can be found at [http://www.urbanarrow.com/customer/account login/](http://www.urbanarrow.com/customer/account/login/) (for which Smart Urban Mobility will provide the Customer with a username and password). Separate approval by Smart Urban Mobility is not required if those images and text are used in accordance with the provisions of this article. Use of other images and text in conjunction with or in connection with the Products requires Smart Urban Mobility's prior approval. The Customer must submit a request for prior approval by e-mail to: [service@urbanarrow.com](mailto:service@urbanarrow.com).
- 17.4 Smart Urban Mobility's approval in no way discharges the Customer of its liability with regard to the use of those images and text. If the Customer wishes to change its texts or images from the texts and images (pre-)approved by Smart Urban Mobility, it must request separate approval for this from Smart Urban Mobility before being able to implement that change. The customer acknowledges and declares that a non-exclusive, non-transferable and not sub-licensable usage right is being granted to the Customer with regard to images and/or text which Smart Urban Mobility provides to the Customer for advertising and promotion purposes for use in its advertising and promotion activities Article 16 applies to this paragraph.
- 17.5 Smart Urban Mobility expressly reserves the right to demand that the Customer cease the marketing and sale of the Products contrary to this article 17 immediately, and the Customer declares that it will fully comply with such a request.

## **18 Sale via electronic media**

- 18.1 The sale of the Products via the Internet or any other form of electronic media must comply with these General Terms and more specifically with articles 17 and 18.
- 18.2 The Customer may only market and/or sell the Products via electronic media that have been approved by Smart Urban Mobility. The Customer will submit the websites and/or other electronic media to Smart Urban Mobility for approval in writing in advance.

- 18.3 The Customer is not permitted to use or commission the use of websites for the sale and marketing of the products other than those websites which have been approved by Urban Mobility in writing. The Customer's website(s) will be approved on the basis of the following criteria:
- The domain name for the website must match or correspond as closely as possible to the name of the store;
  - The marketing or sale of the Products by the Customer on the Internet must serve to support the Store Location(s);
  - The marketing or sale of the Products must comply with Smart Urban Mobility's advertising and promotion policy.
  - The Customer must fully comply with the Agreement.
- 18.4 Approval of the Customer's website by Smart Urban Mobility does not discharge the Customer of liability with regard to any aspect of the website. The Customer is not permitted to use Smart Urban Mobility's trademarks/brands or any (phonetically or visually similar) variant thereof in its domain name or e-mail addresses, or as part of the Customer's website name and/or trading name. Smart Urban Mobility reserves the right to demand of the Customer that it immediately amends its website or ceases and refrains from using the Products in connection with the Customer's website. The Customer declares that it will fully comply with such a request. In that case Smart Urban Mobility will not be liable for loss and/or costs incurred by the Customer.
- 18.5 If the Customer acts in breach of any obligation under this article, Smart Urban Mobility has the right to suspend its obligations under the Agreement with immediate effect.
- 18.6 If Smart Urban Mobility discovers that the Customer is failing to comply with an obligation under this article, it will give it written notice of default and give it a period of at least twenty-four (24) hours or another period at Smart Urban Mobility's discretion to comply with the unfulfilled obligation. If the Customer fails to comply with the notice of default, it will be in breach of contract and Smart Urban Mobility will have the right to dissolve the Agreement. Any sums still owed will then be payable immediately (in accordance with the provisions of article 6). The above and the provisions of article 18 do not detract from Smart Urban Mobility's right to recover the loss suffered and still to be suffered as a result of the Customer's breach of contract from the Customer.

## **19 Force majeure**

- 19.1 If Smart Urban Mobility is unable to fulfil its obligations with respect to the Customer as a result of force majeure, these obligations will be suspended during the period that the force majeure continues.
- 19.2 If a force majeure situation lasts one (1) month, i.e. thirty (30) days, both parties have the right to terminate the Agreement in full or in part in writing. If there is force majeure on the part of Smart Urban Mobility, the Customer has no right to compensation, even if Smart Urban Mobility were to profit from such a force majeure.

- 19.3 Force majeure on the part of Smart Urban Mobility must be interpreted as “force majeure” as described in Dutch Civil Code section 6:75, and also any circumstance outside the control of Smart Urban Mobility as a result of which the execution of the obligations which Smart Urban Mobility has with respect to the Customer under the Agreement is impeded in full or in part, or as a result of which Smart Urban Mobility cannot reasonably be expected to fulfil its obligations, regardless of whether such a circumstance could be foreseen at the moment when the Agreement was concluded.
- 19.4 These circumstances referred to in article 19.3 include - without being limited to - fire, strikes, lockouts, business interruption, war, civil commotion, terrorist acts, failure on the part of public communication services, inability to deploy the required labour, materials or production facilities or, without restricting the above, any other delay which is outside Smart Urban Mobility’s control and other production problems suffered by Smart Urban Mobility or its suppliers, or problems with the shipping provided by Smart Urban Mobility or third parties, government measures, and the inability to obtain permission or a licence from a public body.
- 19.5 The Parties must notify one another in writing as soon as possible after the occurrence of a (potential) force majeure situation.

## **20 Termination**

- 20.1 If the Customer fails to comply with its obligations under the Agreement correctly or in time, the Customer is in breach of contract and Smart Urban Mobility is entitled, without the need for notice of default:
- to suspend execution of the Agreement until payment is adequately guaranteed; and/or
  - to dissolve the Agreement with the Customer in full or in part; all without prejudice to Smart Urban Mobility’s other rights under any Agreement, and without Smart Urban Mobility being obliged to pay compensation.
- 20.2 If Smart Urban Mobility exercises its right of dissolution specified in article 20.1, Smart Urban Mobility is entitled to offset all sums which may need to be refunded to the Customer against a payment for activities already carried out and against compensation for lost profit.
- 20.3 In the event of bankruptcy, (provisional) payment moratorium, liquidation or seizure of one or more of the Customer’s assets, or if the Customer is aware that one of these situations could arise, the Customer must notify Smart Urban Mobility of this as soon as possible.
- 20.4 If a situation as described in article 20.3 occurs, all Agreements with the Customer will be legally dissolved, unless Smart Urban Mobility informs the Customer that the former wishes the Agreement in question to be (partly) executed, in which case Smart Urban Mobility has the right, without the need for notice of default:
- to suspend execution of the Agreement(s) until payment is adequately guaranteed; and/or
  - to suspend all payment obligations with respect to the Customer; all without prejudice to Smart Urban Mobility’s other rights under any Agreement, and without Smart Urban Mobility being obliged to pay compensation.

20.5 If a situation as described in article 19.3 occurs, all claims which Smart Urban Mobility has against the Customer will be immediately payable in full.

## **21 Transfer of rights and obligations**

21.1 Smart Urban Mobility may assign the rights and obligations specified in an Agreement with the Customer to third parties. In the event of the transfer of Smart Urban Mobility's obligations, Smart Urban Mobility must inform the Customer of this in advance, and the Customer has the right to terminate the Agreement with effect from the date on which the transfer takes place. In such case Smart Urban Mobility is not liable for any compensation. The Customer cannot assign its rights and obligations under an Agreement to third parties unless Smart Urban Mobility has given written permission for this.

21.2 The Customer is not permitted to allocate, assign or transfer through merger, sale, change of control, legal acts, voluntary cessation of the activities under the Agreement or otherwise the rights and obligations under this Agreement to third parties in full or in part without prior written permission from Smart Urban Mobility, which will not be refused or delayed unreasonably. Any attempt to transfer this Agreement (through merger), or allocate it through sale, change of control, legal acts or by liquidating the business activities contrary to this article is invalid. Subject to the above the Agreement will bind the successors in the Parties' interest, which means that a transfer which has occurred binds the Customer's successors to this Agreement.

## **22 Complete Agreement**

22.1 An Agreement, including these General Terms, replaces all prior written and verbal arrangements, statements, declarations and actions by the parties.

## **23 Applicable law, competent court**

23.1 These General Terms and all other Agreements are governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

23.2 Any dispute arising from or relating to the Agreement or these General Terms must be submitted to the competent court in Amsterdam.

## **24 Amendments to the General Terms**

24.1 These General Terms can be amended by Smart Urban Mobility by means of a simple notification to the Customer. If the Customer does not register a protest against this within 30 days of notification, the new General Terms will apply to all new Agreements from the day of notification, and to all current Agreements/Purchase Orders and other activities acts as stipulated in article 2.1 if and insofar as the execution thereof takes place after the day of notification.

**25 Other provisions**

- 25.1 The Customer hereby guarantees that it is fully entitled and able to comply with its obligations under the Agreement. The Customer guarantees that at the moment of concluding the Agreement it is not insolvent and not aware of circumstances under which a creditor could enforce rights against its assets or which could otherwise be damaging to its financial position.
- 25.2 If any provision of the Agreement is ruled invalid or unlawful for any reason and in any regard, that invalidity or unlawfulness does not affect the validity of the Agreement, and Smart Urban Mobility will replace the inadmissible provision with a valid and enforceable provision which replicates the intent and economic consequences thereof as closely as possible. If the provision cannot be amended such that it becomes valid and enforceable, that provision can be removed from the Agreement and the other provisions of the Agreement will remain valid and enforceable.
- 25.3 The Customer is not permitted to offset sums owed by Smart Urban Mobility against sums owed by the Customer.
- 25.4 In executing the Agreement both Parties may have access to confidential information including - but not limited to - trade secrets, know-how, commercial property, financial or technical information which is the property of or provided by the other Party in relation to Products, marketing, advertising or promotional policy, sales targets, financial information, specifications, flowcharts and other data.
- 25.5 All confidential information provided by a Party to the other Party under the Agreement may only be used by the receiving Party for the execution of the Agreement, and may only be used by employees of the receiving Party and/or third parties for whom it is necessary to have access to the confidential information and who are bound by a confidentiality clause with respect to the receiving Party.