

A. GENERAL PROVISIONS

1 DEFINITIONS

- 1.1 In these General Terms and conditions of Universal Playground, comprising general and special provisions (hereinafter to be called: General Terms and Conditions) the following terms have the following meaning:

Equipment: All equipment, components and/or materials of whatever nature which are to be supplied by or on behalf of Universal Playground, as well as the documentation relating to the said equipment, components and/or materials which Universal Playground may deliver;

Services: All services and/or activities of whatever nature which are to be provided and/or conducted by or on behalf of Universal Playground in whatever manner, as well as the Works arising from these services and/or activities;

Defects: Particular defects of Goods and/or Works to the effect that these Goods and/or Works do not comply with the functional specifications expressly agreed in writing between the Parties. Such defects shall only be deemed to exist if they can be proved and reproduced and if Customer has forthwith notified Universal Playground of these defects in writing, in detail.

Customer: Every (legal) person, with whom Universal Playground wishes to enter and/or has entered into a legal relationship;

Offer: Every offer, quotation and/or statement relating to Goods, Services and related subjects which Universal Playground submits to Customer;

Order: Any request to enter into an Agreement relating to the delivery of Goods and/or Services which Customer submits to Universal Playground;

Agreement: Every agreement and/or other legal relationship between Parties relating to the delivery of Goods and/or Services;

Parties and Party respectively: Customer and/or Universal Playground;

Software: All computer programmes of whatever nature which are to be supplied by or on behalf of Universal Playground, as well as the documentation relating thereto which is to be supplied by Universal Playground;

Supplier: One or more Suppliers, subcontractors and/or licensors of Universal Playground;



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Universal Playground: The company Universal Playground, or every (subsidiary) company forming part of Universal Playground in any manner which wishes to enter and/or has entered in any legal relationship with Customer;

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Universal Playground Software: Particular Software of Universal Playground and/or Works;

Work-day: A calendar day from 08.30 a.m. to 05.00 p.m., with the exception of weekends and official public holidays in The Netherlands;

Works: All the work results generated by and on behalf of Universal Playground and the attendant intellectual property rights relating thereto which may have been generated and which have arisen directly from Services provided by or on behalf of Universal Playground;

Goods: the Equipment and/or Software.

2 GENERAL TERMS AND CONDITIONS

- 2.1. These General Terms and Conditions shall apply to all Offers, Orders and/or Agreements. Deviations from these General Terms and Conditions shall only be valid with Universal Playground's explicit permission and when expressly agreed in writing between Parties. Parties state expressly that no general (and/or special) purchase conditions, terms of delivery or other terms and conditions other than these General Terms and Conditions shall apply to the Offer, Order and/or Agreement.
- 2.2. The most recent version of the General Terms and Conditions, or the most recent version of the General Terms and Conditions at the time the Agreement with Customer was effected, applies.
- 2.3. In the event of nullity or annulment of any provision of these General Terms and Conditions, the other provisions of these General Terms and Conditions shall remain in full force and Parties shall consult together in order to agree on new provisions as a replacement for the provisions that are null or, as the case may be, annulled, duly observing the object and purport of the provision(s) as much as possible.
- 2.4. In the event of unclarity in any provision of these General Terms and Conditions, the provision shall be explained 'in spirit of' these General Terms and Conditions.

- 2.5 In the event that a situation occurs between Parties that is not covered by these General Terms and Conditions, the situation shall be assessed 'in spirit of' these General Terms and Conditions.
- 2.6 In the event that Universal Playground does not require strict compliance to these General Terms and Conditions on every occasion, this shall not mean that the provisions do not apply, nor that the right of Universal Playground to require strict compliance to these General Terms and Conditions in any other situation is annulled.
- 2.7 These General Terms and Conditions have been drawn up in Dutch and English. The Dutch text is binding and shall prevail in the event of any discrepancies and/or differences between the English and the Dutch text.

3 AGREEMENT

- 3.1 All Universal Playground's Offers shall be without engagement and shall consequently only be deemed to be an invitation to place an Order. The previous sentence shall not apply if a term of validity is stated expressly in the Offer.
- 3.2 All pricing in Offers are excluding V.A.T. and other legal charges, with the Agreement corresponding costs, including travel- shipping- and administration costs, unless expressly stated in writing in the Offer.
- 3.3 A composite price offer shall not obligate Universal Playground to execute part of the Order for a corresponding share of the Order price. Offers are not directly valid for future Orders.
- 3.4 An Agreement shall only be effected if
- (i) Universal Playground has confirmed this Agreement in writing, or
 - (ii) Universal Playground performs acts from which it appears that it has accepted the Order, or
 - (iii) the Offer has been confirmed without deviations in writing by Customer except in the event that Universal Playground is of the opinion that this Offer contains typing and/or printing errors. The term 'in writing' as used in the previous sentence shall be understood to include: by post, fax, e-mail, EDI and/or other electronic means of communication in general use. Except under the conditions expressly stated in these General Terms and Conditions, Customer shall not be entitled to annul an Agreement.
- 3.5 Alterations or additions to (specifications of) deliveries of Goods and/or Services agreed between Parties desired by Customer shall only take effect after Universal Playground has granted its permission in writing. Alterations or additions which, in the opinion of Universal Playground, would result in an increase or extension of these deliveries, shall be considered as additional work for which Customer shall be charged separately – if Universal Playground accepts the increase or extension –, even if a fixed price had earlier been agreed between Parties.
- 3.6 In the event of additional work Universal Playground shall notify Customer of this as soon as possible and inform Customer of the effects of this on prices, rates, specifications, planning and time-limits.

- 3.7 Universal Playground reserves the right to contract out and/or transfer its rights and obligations arising from any Agreement in part or in full. Articles 7:404, 7:407 and 7:409 of the Dutch Civil Law are expressly excluded.

4 OBLIGATIONS OF UNIVERSAL PLAYGROUND

- 4.1 For the purpose of delivering Goods and/or Services Universal Playground shall make qualified persons available and make every endeavour to execute the delivery to the best of its knowledge and ability.
- 4.2 Universal Playground shall deliver Goods and/or Services during Work-days, unless agreed otherwise in writing between Parties. All planning and time-limits indicated and/or agreed by Universal Playground have been described and planned to its best knowledge on the basis of the information and circumstances which were known to Universal Playground when the Agreement was entered into. Universal Playground shall endeavour to comply with the said planning and time-limits as much as possible; the single exceeding of a time-limit or planning as referred to above shall not be considered as an attributable shortcoming of Universal Playground. If an exceeding occurs or is threatening, Parties shall consult together as soon as possible.
- 4.3 Universal Playground shall guarantee that Universal Playground Software – which is therefore not the Supplier's software – will operate in accordance with the specification(s) laid down by Universal Playground for a period of three (3) months from the moment of delivery by or on behalf of Universal Playground or, if an acceptance test has been agreed between Parties, three months after acceptance. If the Universal Playground Software referred to in the previous sentence shows Defects during this period, Customer shall forthwith notify Universal Playground of this in writing, in detail, after which Universal Playground shall to the best of its knowledge and ability remedy the Defects or replace the Software, at the discretion of Universal Playground. Universal Playground does not guarantee that the Works and/or Goods will operate without interruption or failure. The said Defects shall be remedied free of charge by or on behalf of Universal Playground, unless Universal Playground Software was developed other than at a fixed price on the instructions of Customer, in which event Universal Playground shall charge its usual rates and the cost of repair. Universal Playground shall also be entitled to charge its usual rates and the cost of repair in the event of improper, negligent or injudicious use by Customer or other causes not attributable to Universal Playground or if the Defects could have been established during the performance of the agreed acceptance test. Restoration or recovery of any mutilated or lost data shall not be covered by the guarantee. The guarantee obligation shall lapse if Customer makes any modifications or causes any modifications to be made to Universal Playground Software without the written permission of Universal Playground. Defects shall be remedied at a location to be determined by Universal Playground. Universal Playground shall be entitled to provide the said Universal Playground Software with temporary solutions or with software bypasses or problem-avoiding restrictions. After the end of the period of guarantee referred to in this Article Universal Playground shall not be obliged to remedy any Defects, unless an agreement for the provision of maintenance and/or management Services covering such remedies was concluded between Parties.
- 4.4 To Goods and Services provided by a Supplier the terms and conditions of the said Supplier shall apply and this Supplier's terms and conditions shall replace the provisions in these General Terms and Conditions and/or Agreement if they are at variance with this Supplier's terms and conditions. Customer shall accept the said terms and conditions of such Suppliers and/or licensors, which shall be open to inspection by Customer at Universal Playground's,

and Universal Playground shall send them to Customer on request, except where these were already provided together with Goods. If and insofar as the said terms and conditions of this Supplier are deemed not to apply to the relationship between Customer and Universal Playground or are declared inapplicable, for any reason whatsoever, the provisions of these General Terms and Conditions shall apply, with the exception of the previous two sentences. Universal Playground shall not guarantee that the Goods will operate without interruption or failure.

- 4.5 Only for Goods and Universal Playground Software, Universal Playground shall guarantee that repairs performed by Universal Playground pursuant to guarantee obligations or other obligations as well as (parts of) Goods provided in this connection will be sound during a period of 3 (three) months from the completion of the said repairs in accordance with the functional specification(s) laid down and agreed between Parties, except in the event that Article 4.4 applies to the said (parts of) Goods. During the period referred to in the previous sentence Customer shall be entitled to notify Universal Playground forthwith of Defects relating to the part of Goods that was repaired, in writing, in detail, after which Universal Playground shall remedy the Defects to its best knowledge and ability. This guarantee shall not apply
- (i) if Customer does not submit the (service) report concerned and the (copy of the) invoice relating to these repairs or activities to Universal Playground,
 - (ii) to the repair of mutilated or lost data,
 - (iii) in the event of improper, negligent or injudicious use of the said Goods by Customer and/or if any modifications were made to the Goods by parties other than Universal Playground and/or
 - (iv) in the event of shortcomings not attributable to Universal Playground.
- 4.6 Subject to the provisions of these General Terms and Conditions, all explicit or tacit stipulations, guarantees, terms, conditions and obligations arising from the law or otherwise relating to the fulfilment by Universal Playground of its obligations arising from any Agreement shall be excluded to the extent permitted by law.
- 4.7 All Goods and/or Services supplied to Customer outside the scope of the guarantee obligations of Universal Playground (as described in these General Terms and Conditions and/or Agreement) shall be charged by Universal Playground in accordance with its usual prices and rates.

5 OBLIGATIONS OF CUSTOMER

- 5.1 Customer is be obliged to timely provide access, facilities, equipment, (licences relating to) software, (auxiliary) materials and information (including technical and functional documentation and other information) which Universal Playground reasonably needs for the proper execution of any Agreement or which may otherwise be useful in an adequate manner, without charging Universal Playground with any costs. Customer shall also render adequate assistance necessary for the proper execution of any Agreement and give instructions (relating to safety and other relevant subjects) to Universal Playground, without charging Universal Playground with any costs.
- 5.2 If Customer does not (adequately) comply with the provisions of Article 5.1 or does not do so in time, Universal Playground shall, in any case, be entitled to suspend the execution of the Agreement concerned and Universal Playground shall be entitled to charge the costs resulting from this in accordance with its usual prices and rates. Universal Playground shall not be liable

for damage of any nature, which is caused by Universal Playground due to incorrect and/or incomplete information supplied by Customer.

- 5.3 Customer shall indemnify Universal Playground against claims made by third parties – including without limitation employees of Universal Playground – which, in connection with the execution of any Agreement, have incurred damage resulting from the acts or omissions of Customer. In the event that Universal Playground is addressed by third parties for the aforementioned damage, Customer shall be liable to assist Universal Playground judicially and extra-judicially and to execute all measures that can be required from Customer in such cases. In the event that Customer fails to take adequate measures, Universal Playground shall be entitled to take the appropriate measures, without further notice. All resulting costs and damage on the part of Universal Playground and others, are for the account and risk of Customer.
- 5.4 Customer shall be solely responsible for the choice, the use, the security, the making of back-up copies and the application of Goods, Works and/or Services provided by Universal Playground within or outside Customer's organisation, unless expressly agreed otherwise in writing between Parties.

6 CONFIDENTIALITY

- 6.1 Each of the Parties shall treat all information of a confidential nature received from the other Party, among other things relating to commercial, strategic, financial, technical and/or other information in connection with the other Party, strictly confidentially and shall not communicate this information to third parties. Such information shall in any case be considered as confidential if it was described as such by one of the Parties. Parties shall be obliged reciprocally to take adequate (precautionary) measures to see to it that such confidential information is not disclosed.
- 6.2 Deviations from the provisions of Article 6.1 shall only be valid if (i) such information is disclosed with the prior written permission of the other Party and/or (ii) such information must be disclosed pursuant to a decision of a judicial authority to that effect, in which event the Party forced to disclose the information shall notify the other Party in advance and take such steps as the other Party may reasonably claim to restrict the disclosure to a minimum and to protect the confidentiality of the information as much as possible.

7 FEES AND PAYMENT

- 7.1 Customer shall be obliged to pay fees to Universal Playground for the Goods and/or Services provided in conformity with the provisions of the Agreement and these General Terms and Conditions. Fees, prices and rates shall be expressed in euros (EUR) and shall be exclusive of VAT and other government levies which may be imposed, unless stated otherwise in writing by Universal Playground.
- 7.2 Invoices of Universal Playground shall be paid in full by Customer at the latest within fourteen (14) days from invoice date. Payment shall be made without any set-off, discount and/or suspension.

- 7.3 In connection with any Agreement with a total value of less than EUR 1,000 (in words: one thousand euros) exclusive of VAT Universal Playground shall reserve the right to charge administration, handling and/or packing costs.
- 7.4 Universal Playground shall be authorised to execute the Agreement in phases and to separately invoice the executed phases, unless expressly agreed between parties in writing.
- 7.5 Universal Playground shall be entitled to adjust fees, prices and rates referred to in any Agreement and applicable at that moment every calendar year, at least in conformity with the index for wages according to the collective bargaining agreement for the business services sector, as published by the Central Bureau of Statistics in The Netherlands. Only in the event that the percentage rate of adjustment is higher than the aforementioned index, Universal Playground shall be obliged to notify Customer of this in writing at the latest one (1) calendar month before the adjustment becomes effective and Customer shall be entitled to terminate the Agreement in writing within fourteen (14) days from the date of Universal Playground's notification with effect from the date on which the adjustment of fees, prices or rates would become effective.
- 7.6 In the event that Universal Playground and Customer agree on a fixed fee or fixed price, Universal Playground shall be entitled to increase the fee or price at all times, without Customer being entitled to dissolve the Agreement for that reason, in the event that the increase in price is the result of a legal or regulatory authorization or obligation, or is the result of an increase in price of raw materials, wages, etc., or on other grounds that were reasonably at the time the Agreement was effected.
- 7.7 In the event that Customer fails to pay an amount due on the due date of the invoice concerned, interest of one (1) per cent per month shall be payable on the outstanding amount by Customer – without any further notice of default being required, unless the aforementioned interest is lower than the statutory interest, than the statutory interest shall be payable. The interest over the amount due shall be calculated from the moment Customer fails to pay an amount due, till the moment the amount due is paid. Should Customer fail to settle the claim after notice of default, Customer shall be liable to pay in full any extrajudicial (collection) costs in addition to the total amount then due.
- 7.8 Universal Playground shall be entitled to order the payments by Customer by
- in the first place to reduce the costs,
 - secondly in deduction of the interest and
 - finally to reduce the amount due and accrued interest.
- Universal Playground shall be entitled to refuse a payment offer without being in state of omission, in the event that Customer appoints a different allocation order for the payment. Universal Playground shall also be entitled to refuse full payment of the amount due, in the event that the payment is excluding interest and collection costs.
- 7.9 Customer shall never be entitled to clear the amount due. Objections to the amount due of an invoice shall never adjourn a payment obligation. Customer who does not appeal on section 6.5.3 of the Dutch Civil Law (articles 231 to 247 of book 6 of the Dutch Civil Law) Customer shall neither be entitled to adjourn payment of the amount due of an invoice for any other reason.
- 7.10 In the event that Customer fails to pay an amount due on the due date of the invoice concerned, Universal Playground shall also be entitled (without prejudice to its other rights) to suspend the execution of any Agreement and Universal Playground shall be entitled to charge Customer with the costs which may have been incurred in this connection.

8 INTELLECTUAL PROPERTY RIGHTS

- 8.1 All intellectual property rights relating to Goods and/or Works shall solely be held by the Supplier or Universal Playground respectively. Customer shall not acquire any rights (of use) and/or other powers, unless granted under the terms and conditions of the Supplier concerned, these General Terms and Conditions, any Agreement and/or expressly agreed in writing between Parties.
- 8.2 To Goods which Universal Playground did not generate and/or develop and which therefore belong to the Supplier, the terms and conditions of the said Supplier shall apply.
- 8.3 As for Goods and/or Works which Universal Playground generated and/or developed itself and which therefore do not belong to the Supplier, Universal Playground shall indemnify Customer – within the scope of Article 10 – against claims made by third parties relating to Goods and/or Works exclusively in connection with an (alleged) infringement of an intellectual property right valid in The Netherlands. At the request of Universal Playground Customer shall in such cases
- (i) render the necessary and adequate assistance to Universal Playground,
 - (ii) notify Universal Playground in writing of the existence and substance of the claim forthwith,
 - (iii) leave the handling of the case entirely to Universal Playground, and
 - (iv) grant Universal Playground the powers of attorney necessary to defend itself against such claims, if necessary in Customer's name.
- 8.4 The obligation to indemnify Customer as referred to in Article 8.3 shall cease to exist
- (i) if and insofar as the infringement concerned relates to any modifications which parties other than Universal Playground have made to the Goods and/or Works or
 - (ii) if the infringement concerned is not attributable to Universal Playground.
- 8.5 In the event of the said claims made by third parties Universal Playground shall be entitled to replace or modify Goods and/or Works or any part thereof or dissolve the Agreement concerned in full or in part, if necessary, such at the discretion of Universal Playground.
- 8.6 Universal Playground shall be entitled to use the knowledge gained from execution of the Agreement for other purposes other than the Agreement, as far as information regarded as strictly confidential shall not be shared with third parties.

9 NON-ATTRIBUTABLE SHORTCOMING

- 9.1 Universal Playground shall not be liable for the non-performance in full or in part of any obligation arising from an Agreement if the non-performance concerned is not due to (or the result of) its negligence, nor for its account under the law, any legal act or according to generally accepted standards (foreseen or unforeseen) and therefore not attributable to Universal Playground. Such a situation shall be understood to include a non-attributable shortcoming of the Supplier.

- 9.2 Regarded as circumstances beyond Universal Playgrounds control are all circumstances identified by law and jurisdiction, all external causes, foreseen or unforeseen, which Universal Playground cannot influence, though which prevent Universal Playground from fulfilling obligations. Strikes at Universal Playground or third parties included. Universal Playground shall be entitled to appeal for circumstances beyond Universal Playgrounds control, when circumstances that prevent further execution of the Agreement by Universal Playground arise after Universal Playground was expected to live up to his commitment.
- 9.3 In such situations as identified in articles 9.1 and 9.2 Universal Playground shall be entitled to suspend the obligations concerned without judicial intervention and/or – when the situation has continued for more than two (2) calendar months – to dissolve the Agreement concerned in full or in part in writing, without Universal Playground being liable to pay any damages or offer any guarantee. In the event of dissolution in full or in part, that which has already been performed pursuant to the Agreement shall be settled in proportion, without Parties owing each other anything for the rest.
- 9.4 In the event that circumstances beyond Universal Playgrounds control occur and Universal Playground delivered part of the Agreement, and that part of the agreement has autonomous value, Universal Playground shall be entitled to invoice the delivered part and the undelivered part of the Agreement separately. Customer shall pay such invoice as if it were a separate agreement.

10 LIABILITY

- 10.1 Universal Playground's total liability arising from the Agreements, General Terms and Conditions, Offers and/or the execution thereof and/or relating thereto, has been described exhaustively in the provisions of (the paragraphs of) Article 10; except for the cases referred to in (the paragraphs of) Article 10 Universal Playground shall not be liable for damages, regardless of the nature of the claim(s) concerned.
- 10.2 No right to damages shall ever arise unless Customer reports the loss to Universal Playground in writing, in detail, as soon as possible after it has arisen.
- 10.3 Universal Playground shall only be liable for direct loss. Direct loss shall be exclusively defined as:
- (i) the reasonable expenses which Customer has incurred to establish the cause and the extent of this direct loss as defined in these General Terms and Conditions,
 - (ii) the reasonable expenses which Customer has incurred, where required, to have the performance of Universal Playground fulfil the Agreement concerned, insofar Universal Playground can be held accountable for it, and
 - (iii) the reasonable expenses which Customer has incurred, to prevent or limit this direct loss, provided that these expenses have actually resulted in preventing or limiting such loss or damage.
- 10.4 Universal Playground shall not be liable for:
- (i) any other damage, including indirect loss (including without limitation consequential loss, loss of profits, lost savings, damage to data files and loss caused by interruption of operations) as well as
 - (ii) any other loss or damage exceeding the total amount (exclusive of VAT) invoiced by Universal Playground to Customer and paid by Customer to Universal Playground pursuant to the (related part of) the Agreement concerned, whereby the said (total)

amount to be paid shall not exceed EUR 10,000 (in words: ten thousand euros) per calendar year.

- 10.5 If and insofar as any act or omission of Universal Playground causes death or bodily injury, Universal Playground's liability shall not exceed an amount of EUR 40,000 (in words: forty thousand euros) per event, a series of connected events being considered a single event.
- 10.6 If and insofar as any loss or damage is caused by Universal Playground's attributable shortcoming due to gross negligence or intention of the management of Universal Playground, Universal Playground's liability shall not exceed an amount of EUR 40,000 (in words: forty thousand euros) per event, a series of connected events being considered a single event.
- 10.7 Without prejudice to the foregoing provisions in (the paragraphs of) Article 10, Universal Playground shall exclusively be liable for loss or damage which is covered by the insurance taken out by Universal Playground, which insurance and corresponding policy shall be made available for inspection by Universal Playground on Customer's first demand.
- 10.8 In the event that Customer fails to fulfil any obligation arising from the Agreement then Customer shall be liable for all loss, on the part of Universal Playground which is directly or indirectly caused by it.

11 TERMINATION

- 11.1 Each of the Parties shall be authorised to terminate the Agreement concerned with immediate effect, without further notice of default and without prior judicial intervention, by registered letter, if
- (i) the other Party applies for suspension of payments or is declared bankrupt, or
 - (iii) the other Party is a legal person and is dissolved.
- 11.2 Universal Playground shall be authorised to terminate the Agreement concerned in full or in part with immediate effect, without further notice of default and without prior judicial intervention, by registered letter, if Customer fails to fulfil any obligation arising from the said Agreement (in time) (including without limitation the settlement of the amounts payable by Customer) and after fourteen (14) days have lapsed since the date of a written notice of default addressed to Customer, without prejudice to Universal Playground's other rights.
- 11.3 Universal Playground shall be entitled to terminate the Agreement if circumstances arise of such nature that fulfillment of the Agreement is impossible, or if other circumstances arise of such nature that continuing the Agreement unaltered cannot reasonably be required from Universal Playground.
- 11.4 In the event that Universal Playground suspends or dissolves the Agreement, Universal Playground shall not be obliged in any way to compensate for any damages and costs incurred by it in any way.
- 11.5 If Customer has already received any Goods and/or Services from Universal Playground at the moment of any termination, such performance and the obligation to pay relating to it shall not be an object of undoing. Any amounts invoiced by Universal Playground before the termination in connection with any Goods and/or Services which Universal Playground has

already provided in execution of the Agreement, shall remain due and shall become immediately payable on termination, without prejudice to Universal Playground's other rights.

12 GOVERNING LAW AND CHOICE OF FORUM

- 12.1 These General Terms and Conditions, Offers and Agreements and/or the execution thereof shall be governed by Dutch law.
- 12.2 Any disputes arising from and/or relating to the General Terms and Conditions, Offers and Agreements and/or the execution thereof, shall exclusively be submitted to the competent Court at Utrecht, unless Universal Playground as plaintiff or petitioner chooses the competent Court at the domicile or residence of Customer and unless Parties agree to refer to mediation, a binding opinion or arbitration.

SPECIAL PROVISIONS

CONSUMERS

13 CONSUMERS: RIGHT OF WITHDRAWAL

- 13.1 If Customer entered an Agreement as a consumer, Customer has the possibility of dissolving the contract, without giving reasons, during 14 (fourteen) days. In all other situations the right of withdrawal shall be precluded. The right of withdrawal as referred to in this article shall only be valid for Goods and/or Services for which the right of withdrawal cannot be precluded by Dutch Law. If a Customer makes use of his right of withdrawal, Customer shall be responsible for, at most, the costs of returning the goods. If Customer has paid a sum, Universal Playground will refund this sum as quickly as possible, though at the latest within 30 (thirty) days after the goods were returned or after the withdrawal.
- 13.2 Unless expressly agreed between Parties in writing, precluded from the right of withdrawal as referred to in article 13.1 are Goods:
- (i) that have been created by Universal Playground in accordance with the Customer's specifications;
 - (ii) that are clearly of a personal nature;
 - (iii) that cannot be returned due to their nature;
 - (iv) that rapidly decay or become obsolete;
 - (v) the price of which is subject to fluctuations on the financial market over which the trader has no influence;
 - (vi) for individual newspapers and magazines;
 - (vii) for audio- and video-recordings and computer software, whereby the Customer has broken the seal. (including without limitation downloading of Software)

- 13.3 Unless expressly agreed between Parties in writing, precluded from the right of withdrawal as referred to in article 13.1 are Services:
- (i) relating to accommodation, transport, restaurant business or leisure activities to be carried out on a given date or during a given period;
 - (ii) the supply of which commenced, with the explicit consent of the consumer, before the withdrawal period had lapsed;
 - (iii) relating to bets and lotteries
- 13.4 In case the Agreement referred to in article 13.1 includes delivery of Goods, the period for the right of withdrawal referred to in article 13.1 commences on the day after the Goods were received by – or on behalf of – the Customer. During this period Customer will treat the Goods and its packaging with care. Customer will only unpack or use the product as far as necessary in order to be able to assess whether Customer wishes to retain the product. If Customer wishes to exercise his right of withdrawal, then Customer will return the product to Universal Playground, with all associated components, and – in as far as this is reasonably possible – in the original state and packaging, in accordance with the reasonable and clear instructions that were provided by Universal Playground.
- 13.5 In case the Agreement referred to in article 13.1 includes supplying Services, Customer has the possibility of dissolving the contract, without giving reasons, during at least 14 (fourteen) days, starting on the day when the Agreement was concluded. In order to make use of Customers right of withdrawal, Customer will act in accordance with the reasonable and clear instructions that Universal Playground provided will provide when the offer was made and/or at the latest upon delivery.

General Terms and Conditions of Universal Playground.