

## **Terms & Conditions**

### **TitanSkinVR B.V.**

Effective Date: December 9th, 2021

**THE AGREEMENT:** The use of the services and delivery of products provided by TitanSkinVR, registered with the chamber of commerce under number: 85226017, (hereinafter referred to as "Company" and/or "TitanSkinVR" and/or "TS") are subject to the following Terms & Conditions (hereinafter the "Agreement"), all parts and sub-parts of which are specifically incorporated by reference here. This Agreement shall govern the use of all and any services and products provided by TS ("Services") and the use of all pages on her website (hereinafter collectively referred to as "Website").

#### **Article 1 – SALE AND PURCHASE:**

TS is specialized in designing, manufacturing and distributing casing for VR HMD (head mounted displays). The casing protects and secures VR HMD's (the Goods). TS can also deliver "By-products" which she acquires from third parties, such as VR headsets, pulleys or cables.

#### **Article 2 - ASSENT & ACCEPTANCE**

By using the Website and making use of the services provided by TS, You warrant that You have read and reviewed the Agreement and that You agree to be bound by it. TS only agrees

to provide use of this Website, delivery of Goods, By-products and Services to You if You assent to this Agreement.

In the event of conflict between communication or provisions of the Agreement and subsequential emails, the communication in emails will prevail over the Agreement.

#### **Article 3 - PRICE:**

For the sale of the Goods and By-products Client agrees to pay and TS agrees to accept the "Purchase Price" parties agreed upon per email. Prices communicated by TS, such as the Purchase Price, are always exclusive of VAT and/or any applicable taxes. The Goods and By-products will only be shipped when the Purchase Price and all other costs and amounts that are mentioned in the quotation of TS, are paid in full. Unless otherwise explicitly agreed to by each of the parties, any sales tax or other similar tax, such as use or excise tax applicable to the sale of the Goods and By-products will be paid by the Client, as well as any transaction fees.

#### **Article 4 - INVOICING & PAYMENT:**

The Purchase Price will be paid via wire transfer. Unless the Parties have agreed otherwise through a written addendum to this Agreement which has been duly executed, the Purchase Price will be due to TS within two weeks after the date of TS's invoice. In the event that payment of the Purchase Price all other costs that are mentioned in the quotation of TS, TS will not ship the Goods and By-products until the amounts mentioned in the quotation are paid in full

#### **Article 5 – DELIVERY & MODIFICATIONS:**

The Goods and By-products will be delivered from TS to Client at a mutually-agreed upon date and time. TS has no influence on the shipping time and is not responsible for the time it takes for the Goods and By-products to be delivered at the address of Client. TS can only provide an educated guess about when the Goods and By-products will be delivered.

The execution for delivery of the Goods and By-products will be at Client's address, as listed in the email and/or quotation.

Client may request modification of the design in writing to TS. TS is not obligated to modify any design if parties already agreed upon that design. But requests to do so will always be considered and discussed with the Client.

Client may cancel an existing order in writing to TS. Such request must always

be received prior to the commencement of any work by TS. For any request for cancelation made after TS has begun work on the design or shipment of the order, Client will not be entitled to a refund of any monies paid for that order. Client acknowledges that any custom colour and/or custom design can't be returned.

#### **Article 6 - RISK OF LOSS:**

Risk of loss for the Goods and By-products will transfer from TS to the Client when Client receives ownership of the Goods and By-products through a duly executed bill of sale or when TS delivers the Goods and By-products to the shipping agent.

Parties will agree per email under which INCO terms the shipment will be sent. Client acknowledges that in the event of damage or loss, the rules and compensation of the transport company apply.

#### **Article 7 - ASSUMPTION OF RISK**

The information on our website is provided for communication purposes only. You acknowledge and agree that any information we disclose publicly, such as information posted on Our Website or social media, is not intended to be financial or legal advice, and no fiduciary relationship has been created between You and TS. You further agree that Your purchase of any of the Goods and By-products on the Website, via email or Your use of Our Website is at Your own risk. TS does not assume responsibility or liability for any advice or other information given on the Website.

### **Article 8 - NO WARRANTIES**

You agree that Your use of the Good, By-products and Services is at Your sole and exclusive risk and that any Goods, By-products and/or Services provided by TS are on an "As Is" basis. TS makes no warranties that the Services and/or Goods and/or By-products will meet Your needs or that the Services or Goods will be safe or secure. TS also makes no warranties as to the reliability or accuracy of any information on the Website or obtained through the Services. Client waives any legal recourse or remedies for any defects or non-conformity in the Goods and By-products accepted. Client agrees that TS is not liable for any damage that may occur to Client, her clients, her visitors and other persons that use TS's Goods and/or By-products. Client also acknowledges that TS cannot prevent the VR headset from begin stolen and that TS is not liable for any damage or loss that may occur to Client as a result loss of her VR headset.

### **Article 9 - TIME FOR DELIVERY**

Any dates or times agreed upon by the Parties for delivery of the Goods and By-products are estimates only and time shall not be of the essence for delivery. TS shall not be liable for any losses, expenses, or damages for failure to meet any delivery date or time.

### **Article 10 - DISCLAIMER OF WARRANTY:**

Client and TS each agree that the Goods and By-products are being sold "as is" and that TS hereby expressly disclaims any and all warranties of quality, whether express or implied, including but not limited the warranties of merchantability and fitness for a particular purpose. Client acknowledges that it is relying solely on its own investigations, inspections and/or examinations and has not been induced by TS or any of TS's agents or representatives making any statements as to the quality or condition of the Goods and By-products. Client acknowledges that TS can't prevent your VR headset from being damaged and/or stolen.

### **Article 11 - INSPECTION:**

Client acknowledges that it has made a full investigation, inspection and/or examination of the Goods and By-products and that TS has afforded Client ample opportunity for the same. Client will investigate whether the Goods and By-products and product information comply with all relevant laws and regulations.

When By-products such as VR headsets, pulleys or cables, are ordered, Client is obliged to carry out a check for fire safety before using them.

Client is always responsible for a technical inspection and inspection of Goods and (especially) By-products for fire safety. If TS carries out the installation of the Goods and By-products at the Client's location, Client still needs to carry out a technical inspection and inspection for fire safety.

## **Article 12 - MODIFICATION & VARIATION**

TS may, from time to time and at any time without notice to You, modify this Agreement. You agree that TS has the right to modify this Agreement or revise anything contained herein. You further agree that all modifications to this Agreement are in full force and effect immediately upon posting on the Website and that modifications or variations will replace any prior version of this Agreement, unless prior versions are specifically referred to or incorporated into the latest modification or variation of this Agreement

a) To the extent any part or sub-part of this Agreement are held ineffective or invalid by any court of law, You agree that the prior, effective version of this Agreement shall be considered enforceable and valid to the fullest extent.

b) You agree to routinely monitor this Agreement and refer to the Effective Date posted at the top of this Agreement to note modifications or variations. You agree that Your continued use of the Website after any modifications to this Agreement is a manifestation of Your continued assent to this Agreement.

c) In the event that You fail to monitor any modifications to or variations of this Agreement, You agree that such failure shall be considered an affirmative waiver of Your right to review the modified Terms. .

## **Article 13 - INTELLECTUAL PROPERTY**

You agree that the Goods, Website and all Services provided by TS are the property of TS, including all copyrights, trademarks, trade secrets, patents, and other intellectual property ("TitanskinVR IP"), including all custom designs of TS. You agree that TS owns all right, title and interest in and to TitanskinVR IP and that You will not use TitanskinVR IP for any unlawful or infringing purpose. You agree not to reproduce or distribute TitanskinVR IP in any way, including electronically or via registration of any new trademarks, trade names, service marks or Uniform Resource Locators (URLs), without express written permission from TS.

a) You hereby grant TS a royalty-free, non-exclusive, worldwide license to copy, display, use, broadcast, transmit and make derivative works of any content You publish, upload, or otherwise make available to the Website ("Your Content"). TS claims no further proprietary rights in Your Content.

## **Article 14 - LIMITATION OF LIABILITY:**

In no event will TS's liability for direct damages exceed the Purchase Price paid by the Client for any cause of action or future claim. Neither TS nor the Client shall be liable to the other for any indirect or consequential damages and/or losses whether arising from negligence or otherwise. In no event shall TS's liability under the contract exceed the price paid by the Client to TS

for the Goods and By-products connected with the claim. Client hereby acknowledges and agrees that TS is not liable for any special, indirect, consequential or punitive damages, including but not limited to lost profits and/or loss of business, reputational damage, arising out of or relating to this Agreement in any way.

**Article 15 - SECURITY INTEREST & TITLE:**

Title to the Goods and By-products will remain with TS until the full Purchase Price is received and Client is in actual physical possession of the Goods and By-products or until TS delivers a duly executed bill of sale to the Client.

**Article 16 - CLAIMS:**

The Client's failure to give notice of any claim within 30 days from the date of delivery of the Goods and By-products will constitute complete and total acceptance of the Goods and By-products and Client will therefore waive any and all claims regarding or related to the Goods and By-products. Client acknowledges that TS can't prevent your VR headset from being damaged and/or stolen. Client also acknowledges that TS is not liable for any bodily harm or damaged hardware as a result of the use of the Goods and By-products. Furthermore Client acknowledges that the manufacturer's warranty on the VR headset will lapse when the Goods are put into use.

**Article 17 - GENERAL PROVISIONS:**

A) GOVERNING LAW: This Agreement shall be governed in all respects by the laws of the Netherlands. Both Parties consent to jurisdiction under the Netherlands. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.

B) LANGUAGE: All communications made or notices given pursuant to this Agreement shall be in the English language.

C) ASSIGNMENT: This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.

D) SEVERABILITY: If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of this Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.

E) ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the Parties and supersedes any prior or

contemporaneous understandings, whether written or oral.

F) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.

G) FORCE MAJEURE/EXCUSE: Neither Party is liable to the other for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances. TS is not liable for

any delivery delay or non-performance caused by labor or transportation disputes or shortage, material delays, or delays or nonperformance caused by any of TS's suppliers. If TS is unable to perform for any reason within 30 (thirty) days after the expected date of delivery, TS may terminate this Agreement in full and provide a complete and total refund to Client of any fees paid.

H) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: Any notice to be given under this Agreement shall be in writing and shall be sent to the email TS provides.