

General terms and conditions of sale and delivery of 2moso B.V. filed with the Chamber of Commerce Rotterdam under number 50167685, November 2011.

Definitions

In these General terms and conditions of sale and delivery (General Conditions) the following terms have the following meaning:

2moso B.V. (2moso): the legal entity listed in the commercial register of the Chamber of Commerce Rotterdam under number 50167685 with VAT number NL821619056B01 which is involved in the import of the most innovative, exclusive accessories for mobile electronics and in the distribution of such to Purchasers in the Benelux.

Purchaser: the natural person, legal entity, retailer who, acting in the performance of his profession or business, contacts 2moso regarding the purchase of goods and/or services.

Agreement = order: every agreement or order concluded orally, in writing or electronically between 2moso and the Purchaser as well as any amendment to or supplementation of such.

Instruction or order confirmation: the written and/or electronic confirmation by 2moso of an order from the Purchaser to 2moso.

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Article 1 Applicability

1.1 These General Conditions form an integrate part of all agreements entered into with 2moso and apply to all our offers. Stipulations deviating from these conditions are only binding if 2moso has confirmed those in writing and apply exclusively to the agreement to which they relate.

1.2 The applicability of any general or specific conditions or stipulations of the Purchaser is expressly rejected by 2moso.

1.3 Any provisions in these conditions which are only directed at a Purchaser, not being a private individual, apply in full to the Purchaser who is a private individual, or should be equated with such, if and insofar such could, in the individual circumstances of the case, reasonably be demanded from this Purchaser.

1.4 If any provision of these General Conditions is void or declared void, the other provisions of these General Conditions shall remain in full force.

Article 2 Agreement and offer

2.1 Unless an express written term for acceptance is included in such, offers or quotations do not bind 2moso and only apply as an invitation to issue an order.

2.2 Images and descriptions of goods in documents sent by 2moso and models shown of goods are provided by way of indication only without the objects actually having to correspond to those.

2.3 An agreement is only formed if 2moso has confirmed the receipt of the order from the Purchaser in writing or actually proceeds to carry out the order.

2.4 Any possible later supplementary agreements or changes made, as well as agreements and promises made by employees or acting representatives of 2moso, are only binding if they have been confirmed by 2moso in writing.

2.5 The parties guarantee that before and after entering into the agreement, all information of a confidential nature received from the other party shall remain confidential. Information shall in any event considered to be confidential if this has been indicated as such by one of the parties.

Article 3 Prices

3.1 All prices are exclusive of turnover tax (VAT) and other levies imposed by government.

3.2 Unless otherwise stated, all prices are based on the circumstances in force during the offer such as, inter alia, import, export and excise duties, clearance charges, cost prices and/or exchange rates.

3.3 In the event of a rise in cost-determining factors, 2moso is, with due observance of reasonableness and fairness, entitled to raise the agreed prices accordingly. If 2moso proceeds to raise the price before three months after the entering into of the agreement have expired, the Purchaser is entitled to terminate the agreement provided this is done in writing within 8 days after notification of the price change.

Article 4 Delivery

4.1 Delivery by 2moso, or in case of direct delivery by suppliers of 2moso, takes place at the business location of the Purchaser or at a place to be further indicated by the Purchaser in accordance with the agreed Incoterm 2010 as set out in paragraph 5.2.

4.2 The manner of transport, dispatch, packaging and such like shall, if no further directions have been issued by the Purchaser to 2moso, be determined by 2moso. Any possible special requirements of the Purchaser in respect of the transport, the dispatch or packaging are only carried out if the Purchaser has declared to bear any associated additional costs.

4.3 The delivery times stated by 2moso are approximate only and are not to be considered as a strict deadline. 2moso cannot be in default through the mere exceeding of a stated (delivery) term.

4.4 The Purchaser is obliged to take immediate receipt of the goods on delivery. If the Purchaser does not take receipt of the delivered goods, the goods are stored for his account and at his risk. The Purchaser is at all times obliged to pay the costs of the aforementioned storage and all other costs incurred by 2moso including but not limited to freight, dispatch and administration costs without prejudice to the obligation to pay and the other obligations of the Purchaser under the agreement.

4.5 A consignment note, packing slip or similar document accompanying the delivery is deemed to accurately represent the nature and quantity of the delivered goods unless the Purchaser, or the end user designated by the Purchaser to whom the delivery is made, notifies his objections to such immediately on delivery. The Purchaser guarantees that the end user is notified of this obligation and indemnifies 2moso against his claims in that respect.

4.6 The Purchaser is obliged to inspect the goods delivered by 2moso on receipt of the delivery for any shortfalls or visible defects, or to have this done. The Purchaser shall ensure that shortfalls or visible defects are notified to 2moso electronically or in writing (by email or fax) within 8 days after receipt. Failing this, the goods are deemed not to have shown any visible defects and any possible complaints shall in accordance with article 10 not be processed. Defects in the delivered goods which could not be immediately ascertained on receipt must be notified to 2moso in writing or electronically within 5 working days after discovery. Goods in respect of which defects have been observed may not be used except insofar 2moso has granted its permission for such. If the above is not observed, all claims due to non-conformity of the goods delivered by 2moso lapse.

4.7 2moso is not liable if the delivery cannot take place due to unforeseen circumstances including any delay or attributable failure by third parties such as suppliers, carriers or customs.

Article 5 Risk

5.1 In the event of delivery ex warehouse, the sold goods are considered to have been delivered and the risk of loss, destruction or damage, irrespective of the cause of such, transfers to the Purchaser the moment these goods have been offered for delivery at the address indicated by the Purchaser.

5.2 In all other cases, the risk of the sold goods transfers to the Purchaser the moment the sold goods have transferred into his actual control or into that of a third party/parties indicated by him. The Purchaser can make use of the following Incoterm 2010 EXW which means Ex Works/Ex Factory.

5.3 The Purchaser can only cancel an order he has placed with the express consent of 2moso. If and insofar 2moso agrees with the cancelation, the Purchaser is obliged to pay any possible costs incurred and loss suffered by 2moso with a minimum of 15% of that which the Purchaser would have owed if the order had been carried out.

Article 6 Payment

6.1 Unless expressly agreed otherwise, the payment of any first order must be made in advance at the time of the order.

6.2 The Purchaser shall pay 2moso the invoiced amounts, in the currency stated on the invoice, within the payment term stated on the invoice or within 8 days after the invoice date. All payments shall be made into a giro or bank account to be indicated by 2moso. The entry date or value date stated on the

bank/giro statement is decisive and is therefore considered to be the payment date.

6.3 The Purchaser is obliged to pay all amounts invoiced by 2moso without any deduction or setoff. Complaints in respect of any performance by 2moso do not affect the payment obligation of the Purchaser and never entitle him to suspend his payment obligations.

6.4 The payments made by the Purchaser always serve to settle all interest and costs due and subsequently those due and payable invoices which have been outstanding for the longest time even if the Purchaser states that the payment relates to a later invoice. This also applies to any possible credit notes. Receipt by the Purchaser of a credit note must be considered as a reliance on setoff with the above referred to items (if and insofar they exist).

6.5 2moso is always entitled, before performing (further), to demand replacement and/or additional security from the Purchaser for the performance of his (further) payment obligations.

6.6 If the Purchaser does not pay the amounts due within the agreed term, the Purchaser shall, without any notice of default being required, owe monthly interest on the outstanding amount equal to the interest on underpaid tax as determined by the Dutch tax authorities. If the Purchaser is in default, the claim can be passed on for collection in which event the Purchaser shall then, in addition to the total amount then due, also be obliged to pay all judicial and extrajudicial collection costs, lawyers' fees included in full. Also insofar these costs exceed the court order for costs. The extrajudicial costs are at least 15% of the principal sum due, with a minimum of € 250 and are exclusive of turnover tax.

6.7 The Purchaser can only claim any bonus to be determined by 2moso due to the quantity of purchased goods or the realised turnover, if the Purchaser has paid the related invoice amounts.

Article 7 Retention of title

7.1 The ownership of the delivered goods only transfers to the Purchaser if he has fulfilled his obligations arising from or connected with the goods delivered or to be delivered by 2moso under the agreement. Until such time, the Purchaser is obliged to keep the goods separated from other goods and store them clearly identified as the property of 2moso.

7.2 In the event of non (or late) payment by the Purchaser or if a moratorium or bankruptcy of the Purchaser has been petitioned or in the event of an attachment, 2moso is entitled to retrieve the goods

which remained unpaid for from the Purchaser. The Purchaser must give 2moso the opportunity to do so.

7.3 If and as long as 2moso is the owner of the delivered goods, the Purchaser shall notify 2moso immediately if the goods are (threatened) to be seized or if (part of) of the goods are claimed in any other way. In addition, the Purchaser shall inform 2moso on demand where the goods are located. In the event of attachment, or provisional moratorium or bankruptcy, the Purchaser shall notify the seizer, the administrator or the receiver immediately of the (ownership) rights of 2moso. The Purchaser guarantees that an attachment of the goods is lifted immediately.

7.4 After retrieval, the Purchaser shall be credited for the market value which in no circumstance shall be higher than the original purchase price less the costs associated with the retrieval.

Article 8 Guarantees

8.1 2moso guarantees towards the Purchaser that the goods meet the requirements which might reasonably be demanded of such based on the applicable guarantee conditions of the manufacturer. 2moso is never bound by any farther-reaching guarantee in respect of the Purchaser than which 2moso can rely on in respect of its suppliers/third parties (manufacturer's guarantee). 2moso shall inform the Purchaser at his request on the applicable provisions.

8.2 Not covered by the guarantee are the results of normal wear and tear, improper treatment or improper use or lack of, or improper, maintenance, of external causes such as fire or water damage.

8.3 If 2moso is liable for a defect or shortcoming, 2moso has the option of either crediting the Purchaser the purchase price of the goods shown to be faulty or to replace or repair them without charge.

8.4 2moso's liability shall never lead to any other obligation than one of those referred to in the previous paragraph.

8.5 All repairs not covered by the guarantee shall be charged to the Purchaser.

Article 9 Suppliers and rights

9.1 2moso is at all times entitled for the performance of the obligations towards the Purchaser to make use of third parties such as suppliers.

9.2 If 2moso resells the goods received from the suppliers or during the performance of the order makes use of the services of third parties, exclusively the liability and guarantee provisions of the third party referred to apply. 2moso shall notify the Purchaser on his request on the applicable provisions. In respect of

the Purchaser, 2moso is never bound by any farther-reaching guarantee or liability than on which 2moso can rely towards the third parties referred to.

9.3 The copyright as well as all other intellectual or industrial property rights to all products or materials delivered or otherwise made available to the Purchaser pursuant to the agreement (e.g. designs, documentation, pricelists, offers, product packaging) are exclusively vested in 2moso or its suppliers.

9.4 The Purchaser is not permitted to remove or change any notice relating to copyrights, brands, trade names or other intellectual or industrial property rights from the products, packaging and/or other materials.

Article 10 Complaints

10.1 Complaints by the Purchaser can only be made in respect of missing (= shortfalls) or non-ordered goods as well as in respect of visible defects in goods or rendered services. Without prejudice to the provisions in these conditions concerning the risk on transfer of the delivered goods, complaints by the Purchaser concerning defects must be submitted to 2moso by email or fax within 8 days after delivery. The Purchaser shall provide a thorough statement of the nature and the ground of the complaint and of the relevant invoice.

10.2 Minor deviations and differences in quality, colour, measurements or finish which are customary in the trade or are technically unavoidable, cannot form a ground for complaint.

10.3 Unless the defects can only reasonably be ascertained after the time limit for complaints referred to has expired, the right to complain lapses if the Purchaser has not met the provisions set out in paragraph 1 of this article. If a defect can only reasonably be ascertained after the time limit for complaints referred to in paragraph 1 of this article has expired, the Purchaser shall, at the risk of forfeiting any right to such, in any event complain within 5 working days after the defect has been ascertained in the manner as set out in paragraph 1.

10.4 2moso only accepts returned goods if and insofar 2moso has agreed to the return shipment in writing/electronically in advance. Taking receipt of the return shipment does not in any way whatsoever imply acknowledgement by 2moso of the ground for the return shipment stated by the Purchaser. Returning the goods is for the account and at the risk of the Purchaser.

10.5. The goods shall be delivered to the address indicated by 2moso in their original packaging and in the condition in which 2moso has delivered the goods to the Purchaser ("saleable as new").

10.6 Complaints do not entitle the Purchaser to suspend his payment obligations. 2moso reserves the right to deduct 20% of the price of the returned goods from any possible crediting arising from the return shipment.

10.7 In respect of complaints, each part delivery is considered to be a separate delivery.

10.8 Any claim of the Purchaser lapses 12 months after the invoice date.

10.9 If a complaint is considered valid by 2moso, the Purchaser only has claims pursuant to the issued guarantee as referred to in article 8 and 9 without the Purchaser also having any right to any compensation whatsoever.

Article 11 Liability and indemnity

11.1 2moso's liability is limited to the fulfilment of the guarantee obligations as set out in these conditions and is furthermore limited to the net invoice value of the delivered goods.

11.2 2moso is never liable for any loss of the Purchaser or third parties, either direct or indirect, including consequential loss, trading loss, loss due to delays, loss of profit or personal injury, processing costs incurred to no purpose, or any (other) loss due to whatever cause and suffered by whomever.

11.3 The Purchaser (unless this is a private individual and such cannot reasonably be demanded from him) indemnifies 2moso against all claims by third parties or whatever basis in respect of compensation of loss, costs and/or interest caused by, occurred at or in any way relating to the goods delivered or the performance by 2moso.

11.4 2moso shall not rely on the restrictions in liability and the indemnification if the relevant loss or the relevant claim respectively is caused by the intent or gross negligence of 2moso.

Article 12 Force majeure

12.1 In the event of force majeure, 2moso is entitled to suspend the obligations for the duration of the force majeure situation.

12.2 In the event of lasting force majeure, 2moso is entitled to terminate the agreement wholly or in part.

12.3 In the event of temporary or lasting force majeure, the Purchaser is not entitled to any compensation.

12.4 In the event of temporary or lasting force majeure, 2moso is entitled to invoice all that which has already been delivered or can be delivered separately and the Purchaser is in this respect obliged to pay as if it concerned a separate agreement.

12.5 Force majeure includes every circumstance over which 2moso has no control which totally or partially prevents the performance of the obligations towards the Purchaser and as a result of which such performance cannot reasonably be demanded of 2moso irrespective of whether those circumstances are foreseeable or could have been foreseen at the time the agreement was entered into.

12.6 Circumstances in this respect are, inter alia, state of war and state of siege; civil war; riot; mobilisation, employees' action of whatever nature; exclusion of employees; sudden business interruptions; sudden excessive illness of personnel; late or defective delivery of raw materials and consumables, end products and packaging materials; government regulations; refusal or non-occurrence of

an import licence or other necessary permission by government; hindering of imports or exports by governments or third parties; frost; earthquake and flood.

Article 13 Suspension and termination

13.1 If the Purchaser fails to perform his obligations under any agreement with 2moso or does not perform those properly or on time as well as in the event of a moratorium, bankruptcy, cessation or liquidation of the business of the Purchaser, 2moso is entitled without any notice of default and without any recourse to the court being required by means of a written notification: suspend the performance of the agreement and the agreements directly related to such until payment has been sufficiently secured; and/or terminate the agreement and agreements directly related to such wholly or in part; without prejudice to the exercise of other rights of 2moso under whatever agreement with the Purchaser and without 2moso being liable for any compensation.

Article 14 Final provisions

14.1 These conditions and all agreements entered into with 2moso are governed by Dutch law.

14.2 Amendments and/or additions to the agreement are only valid if they have been agreed by the parties in writing.

14.3 The applicability of the Vienna Sales Convention 1980 is expressly excluded.

14.4 Insofar as permitted by law, all disputes are submitted to the court with jurisdiction in Rotterdam.

14.5 In the event of disputes on the interpretation of these general terms and conditions of sale and delivery in a different language, the Dutch text prevails over the non-Dutch versions.