



BabyWatcher B.V. - General Rental Conditions

Version 5 – 26 September 2017

1. General provisions In these Rental Conditions, the following terms, as well as any conjugations thereof, are capitalised and have the meanings given, unless explicitly provided otherwise:

A. Rental Conditions: these Rental Conditions of BabyWatcher B.V.

B. BabyWatcher: the private limited liability company BabyWatcher B.V., with its registered office at Randwycksingel 20, 6229 EE MAASTRICHT, the Netherlands, listed in the commercial register of the Chamber of Commerce under number 57 8507 39. Website: www.mybabywatcher.com. Contact via support@mybabywatcher.com.

C. Customer: a person with whom BabyWatcher entered into an Agreement. A Customer is especially also understood to be a person on whose instructions and at whose expense items are rented.

D. Agreement(s): the rental agreement(s) entered into by BabyWatcher and the Customer and governed by the General Rental Conditions as well as any additional conditions.

E. Written/In Writing: by means of a document (letter, e-mail, fax) from an authorised representative of BabyWatcher (and/or the Customer).

F. Offer: a non-binding invitation to place an Order, sent in Written or digital form by BabyWatcher to a Customer.

G. Order: the Written or oral assignment or reservation communicated by the Customer to BabyWatcher.

H. Order Confirmation: acceptance of the Order by BabyWatcher to the Customer in Writing or by e-mail.

I. Order Amount: the total amount owed by the Customer to BabyWatcher under the Agreement.

J. Defect: a fault or malfunction in the rented item which can be attributed to BabyWatcher and was already present and/or caused before delivery and which causes the rented item to function improperly.

K. Current Value: the purchase price of the rented item on the date of damage / date of loss, minus depreciation based on the service life of the rented item.

L. Data: all documentation and information provided by BabyWatcher in whatever form and within the context of the execution of an Agreement, such as instructions for use.

2. Applicability

2.1 The Rental Conditions apply to all Offers made by BabyWatcher and to all Agreements entered into by BabyWatcher, by whatever name, with respect to the hiring out of movable property by or via BabyWatcher.

2.2 If the Customer refers to other conditions in the Order or other correspondence with respect to the Agreement, the applicability of these other conditions will be expressly excluded. Any stipulation to the contrary in such other conditions will not affect the foregoing.

2.3 Any derogations of and/or additions to the Agreement and/or any provision under the Rental Conditions will only be have effect if and insofar as they have been expressly agreed upon In Writing, and will only pertain to the relevant Agreement.

If such derogation or addition is agreed upon in a specific case, this will not create a precedent effect and the Customer cannot derive any rights therefrom for any future Agreements.

2.4 If the Customer entered into an Agreement to which these Rental Conditions apply, the Customer will also agree to the Rental Conditions applying to later Agreements between the Customer and BabyWatcher.

3. Data provided along with the rented item; personal data

3.1 Any data provided by BabyWatcher in the execution of the Agreement (e.g. instructions for use) will remain the property of BabyWatcher, may not be reproduced and/or provided to third parties without the express Written permission of BabyWatcher, and must be returned to BabyWatcher immediately at its request. BabyWatcher also reserves any and all existing intellectual and industrial property rights. The Data provided by BabyWatcher only serve as an example, from which no rights can be derived.

3.2 BabyWatcher respects the privacy of all users of its website and ensures that any personal information provided by a user (by e-mail and/or in the contact form) to BabyWatcher is always handled in confidence and in accordance with the Dutch Personal Data Protection Act. The personal data provided by the Customer to BabyWatcher via the website of BabyWatcher or by e-mail are only used for the stated purpose. The ultrasounds made by the Customer are for personal use only and are not stored by BabyWatcher.

4. Formation of the Agreement

4.1 An Agreement is formed if BabyWatcher, after having received an Order, has sent an Order Confirmation to the Customer, or if BabyWatcher actually starts executing the Order after it has received the Order.

4.2 The Order Confirmation is deemed to fully and correctly represent the contents of the Agreement entered into. BabyWatcher has the right to refuse an Order without stating reasons.

4.3 An Order can be cancelled up to 7 days before the start of the Agreement and without stating reasons, after which the rent already paid and any deposit, minus € 15.00 in administrative charges, will be refunded. Cancellations can be sent to support@mybabywatcher.com. A cancellation will only be legally valid after BabyWatcher has sent a Written confirmation.

4.4 The Customer should expect a delivery period of 1 or 2 days before the start of the Agreement. If the delivery period is longer than 2 days, the Customer will be entitled to rent the Babywatcher for one additional day. For this purpose, the Customer should send a request via support@mybabywatcher.com, after which the Agreement will be extended by 1 day. BabyWatcher will send the Customer a confirmation of this extension by e-mail.

4.5 The Customer cannot dissolve the Agreement as a result of point 4.4. However, the Customer will be entitled to a discount voucher to the value of the rent paid by the Customer minus € 10.00 if the Customer wants to rent the Babywatcher at a later time. For this purpose, the Customer should send a request by e-mail via support@mybabywatcher.com. BabyWatcher will issue a unique discount voucher for one-time use by the Customer. The discount voucher will be valid for one (1) year after it has been generated.

5. Contents of the Rental Agreement

5.1 The contents of the Agreement and the extent of the obligations are only determined by the Order Confirmation and the provisions contained in the Rental Conditions. Any further changes will be processed by BabyWatcher in the Order Confirmation.

5.2 Any additional arrangements, promises or announcements made by staff members of BabyWatcher will only bind BabyWatcher if they have been confirmed in Writing by persons who are employed by BabyWatcher and who are authorised to do so.

5.3 BabyWatcher will not accept any liability for Data provided by third parties with respect to the correctness or completeness of such Data.

5.4 The rented item will only be delivered after the Customer has paid the rent and a compulsory deposit. The deposit will be refunded after BabyWatcher has received the rented item and all accessories in a good condition and the Customer has not exceeded the rental period. 'A good condition' is understood to be the condition the item was delivered in upon the start of the rental agreement.

5.5 The deposit will be set off with due observance of the provisions of Article 5.5 and Article 8.4.

6. Rental period

6.1 The rental period will commence on the date as agreed upon in the Order Confirmation and will end as agreed upon in the Order Confirmation.

6.2 In addition to the statutory possibilities of termination, BabyWatcher is entitled to terminate the Agreement with the Customer early, with immediate effect and without a notice of default being required, if the Customer has asked the court for application of a statutory debt restructuring scheme or suspension of payments, or the Customer is bankrupt.

7. Delivery

7.1 Although BabyWatcher will make every effort to meet the stated delivery dates as much as possible, these dates are indicative only and are therefore not considered to be strict deadlines. In case of any delay, BabyWatcher will notify the Customer of this in advance as far as possible. The Customer's signature including the date of transfer will constitute proof of transfer of the Babywatcher by BabyWatcher's courier to the Customer.

7.2 If the delivery period is exceeded, this will never give the Customer the right to compensation nor the right to terminate the Agreement. If the indicative delivery date is exceeded, the Customer may only terminate the Agreement if the date is exceeded such that the Customer cannot reasonably be required to continue the Agreement. The rent already paid and any deposit paid will be refunded after deducting once-only administrative charges of € 15.00.

7.3 The Babywatcher is deemed to have been delivered to the Customer when the Babywatcher has been delivered at the agreed location in accordance with the relevant provisions contained in the Order Confirmation.

7.4 Delivery of the rented Babywatcher is scheduled to take place between 8.00 am and 10.00 pm.

7.5 The Customer should ensure that an authorised person is present on the agreed delivery date in order to take receipt of the rented item. If no-one is present upon delivery on that date, BabyWatcher will try to deliver the rented item one more time. If this second and final attempt is also unsuccessful, the rented item will be returned to BabyWatcher's warehouse without the Customer being able to claim a refund of the deposit. Dispatch costs are paid by the Customer at all times and are included in the total price.

8. Return

8.1 After the end date of the Agreement as stated in the Order Confirmation, the Customer will remain responsible for the rented item as long as he or she is still in possession of that item, and the Customer will therefore also remain liable for any damage and loss of the Babywatcher until the rented item has been physically transferred to BabyWatcher's courier. The Customer's signature including the date of transfer will constitute proof of transfer of the Babywatcher by the Customer to the courier. The written proof of submission issued by the courier to the Customer at all times will also constitute proof of transfer. The Customer should keep the proof of submission for a period of 4 weeks after the submission date, for the purpose of any claim by BabyWatcher.

8.2 The Customer should ensure that the rented item can be collected by BabyWatcher at the specified location and on the end date referred to in the Order Confirmation (daily from 8.00 am to 10.00 pm), or that the Babywatcher is handed in at the location and on the end date referred to in the Order Confirmation.

8.3 The Customer should ensure that someone is present during the above-mentioned period in order to return the Babywatcher. In case of any dispute as to whether the rented item has been transferred by the Customer in a good condition, the burden of proof will expressly lie with the Customer in this respect.

8.4 The Customer will owe a fee of € 15.00 (including VAT) for each day the Customer is late in submitting the Babywatcher, counting from the first day after the end date referred to in the Order Confirmation and, in case of an extension, the new end date which BabyWatcher has confirmed by e-mail. This fee will be set off against the deposit and will be charged without prejudice to the other rights of BabyWatcher.

8.5 Rented items will be checked after they have been returned to BabyWatcher. The collection of the items by the dispatching department of BabyWatcher or of the Customer cannot be considered to be such check. If any damage to the Babywatcher and/or any loss of accessories (cables, etc.) is established, the relevant costs will be passed on to the Customer. The Customer will be informed of any missing cables. If the Customer fails to return the missing items, BabyWatcher will charge € 15.00.

8.6 If any damage to the rented item is established during the aforementioned check, the Customer will be notified of this as soon as possible. This notification will set a period within which the damaged item will be kept available for the Customer. After expiry of this period, the item will be repaired or replaced and any costs may be passed on to the Customer. However, BabyWatcher will always take account of the service life and useful life of the Babywatcher, as well as the Current Value of the Babywatcher.

9. Rates

9.1 The rental rates as described on the website of BabyWatcher are based on a continuous rent and are inclusive of maintenance, dispatch within the Netherlands, cleaning and VAT. The weekly rate is based on a rental period of 8 days; a 2-week period includes 15 days.

9.2 Unless otherwise provided, discount vouchers issued to the Customer are valid for one year after the date of purchase. Discount vouchers cannot be converted into cash, unless otherwise provided by BabyWatcher In Writing.

10. Obligations of the Customer

10.1 The Customer should be familiar with the instructions for use provided by BabyWatcher along with the rented item and must use the rented item in accordance with these instructions for use. Any other use by the Customer will not be permitted.

10.2 The Customer must have returned the rented item to BabyWatcher on the end date of the Agreement.

10.3 If the rented item is not returned to BabyWatcher at the end of the rental period agreed upon, BabyWatcher will, after it has established this, offer the Customer another opportunity to return the rented item or to report a loss/theft to the designated authorities and BabyWatcher. In this case, the rental period will end as soon as the rented item is returned or cancelled. If the Customer has not returned / reported the rented item after expiry of the period set, the Customer will be in default. In this case, the Customer will, in addition to the rent, owe BabyWatcher the Current Value of the unreturned item(s).

10.4 The Customer must return the rented item to BabyWatcher on the agreed date and at the agreed time, in full and in the same condition in which the rented item was received at the start of the rental period. The Customer must return the items clean and in the same manner in which the Customer received them, packed in the BabyWatcher box.

10.5 Without the prior Written permission of BabyWatcher, the Customer is not allowed to rent out or otherwise provide the rented item to third parties. If the Customer provides the rented item to a third party, whether or not with the permission of BabyWatcher, the Customer will indemnify BabyWatcher against any third-party claims, unless mandatory law provides otherwise.

10.6 The Customer should handle the rented item with due care and in accordance with the instructions for use. The Customer must also take measures to prevent any negligent or unlawful acts by third parties, loss and theft.

10.7 The Customer must clean the rented item on a regular basis, fully in accordance with the instructions for use. The Customer is not allowed to carry out repairs to the rented item or to engage a third party to carry out such repairs. The Customer is expressly forbidden to open the casing of the rented item or to allow a third party to do so. Only BabyWatcher or a person to be designated by it is allowed to do so. If it appears that the sealing of the screws in the casing has been broken during the rental period through no fault of BabyWatcher, this will mean that the casing has been opened, which will be considered to be Careless Use within the meaning of Article 10.8.

10.8 'Careless Use' is understood to be, but is not limited to: carrying out repairs independently, negligent or reckless use, opening the casing independently, switching off safety devices and/or other devices, systems and subsystems, acting contrary to the instructions for use and/or specific operating instructions, acting in violation of relevant laws and regulations. In the event of careless use, the Customer will be blamed for any damage to the rented item. In that case, the Customer will be obliged to compensate for the damage and reimburse any reasonable costs incurred by BabyWatcher. The Customer will also lose the right to any compensation and will indemnify BabyWatcher against any liability towards third parties.

11. Damage and loss

11.1 As soon as the Customer is aware or should reasonably have been aware of any damage-causing event, the Customer must: a. report the event to BabyWatcher immediately (within 24 hours); b. render every assistance in the settlement of the claim, more in particular follow BabyWatcher's instructions, provide the information and submit the documents requested (including a completed and signed claim form containing a description of what happened) and refrain from performing any acts that may harm the interests of BabyWatcher; c. in the event of theft of the object or other crimes that caused damage, immediately report such theft or crimes to the police and submit a copy of the official report to BabyWatcher.

11.2 In derogation of the provisions of the preceding articles, insofar as they pertain to the stolen item(s), the (probable) date on which the item(s) was/were stolen, as stated in the official report, is considered to be the end date of the rental period. If the Customer fails to report to the police and/or to submit an official report to BabyWatcher, the loss of the device is considered to be embezzlement, which is not covered under the fire and theft scheme.

11.3 The Customer will be liable towards BabyWatcher for any damage, loss, theft or the rented item becoming unusable or worthless if this occurs during the rental period. In that case, the Customer must pay the Current Value of the rented item. If the rented item can still be repaired, the Customer undertakes to pay the related repair costs. The same applies to damage to or theft of parts and/or accessories of the rented item. Moreover, the Customer will remain liable for all other damage and loss suffered by BabyWatcher as a consequence thereof.

11.4 When it comes to missing items the Current Value of which has already been passed on by BabyWatcher to the Customer and which are found and returned by the Customer at a later date, the Customer will owe the rent up to the date of submission. BabyWatcher will deduct this rent from the Current Value to be refunded to the Customer.

11.5 BabyWatcher will only be liable towards the Customer for any damage or loss which the Customer suffered as a direct result of an attributable failure of BabyWatcher to perform, up to a maximum of three times the rent. BabyWatcher will never be liable for property damage, indirect or consequential damage or loss, including – but not limited to – loss of income, non-material damage, damage or loss suffered by third parties, loss of profits, loss of savings or loss resulting from overdue delivery. The above provisions of this paragraph do not apply if the damage or loss was caused by wilful misconduct or gross negligence on the part of BabyWatcher or insofar as mandatory law does not allow for a limitation of liability. The liability regime referred to in the preceding paragraphs of this article also apply to third parties engaged by BabyWatcher for the execution of the Agreement, as well as to persons for whom BabyWatcher or such third party is liable.

12. Defects

12.1 The items are deemed to have been delivered in a good condition and in accordance with the Agreement, unless otherwise stated in the aforesaid documents. The Customer must inform BabyWatcher, In Writing and within 24 hours after delivery, of complaints filed by the Customer and relating to externally visible Defects in the items which were discovered during the said inspection.

12.2 Any defects which were not discovered and could not have been discovered during the aforesaid inspection must be notified by the Customer to BabyWatcher within 48 hours after their discovery, in the same manner as referred to in the preceding article.

12.3 Any right of claim the Customer has against BabyWatcher with respect to the damage or loss as referred to in the preceding articles will lapse if: a. BabyWatcher has not been informed of the damage, loss and/or Defects within the periods set and/or in the manner specified therein; b. the Customer fails to render assistance (or sufficient assistance) to BabyWatcher in an investigation into the merits of the complaints; c. the Customer failed to properly set up, handle, use, store or maintain the items or if the Customer used or handled the items in conditions that are unsuitable for the items; d. the Customer has carried out (or has allowed a third party to carry out) repairs and/or changes to the items without the prior express Written permission of BabyWatcher; e. the item is nevertheless put into use after

discovery of the Defects, or if the item is continued to be used after the discovery; or f. one year has expired after the date on which the Customer could reasonably have been aware of the damage or loss.

13. Payment

13.1 Unless otherwise agreed In Writing, the Order Amount must be paid immediately before delivery of the rented item.

13.2 In the event that BabyWatcher incurred extrajudicial collection costs due to late payments, these costs will, in accordance with the Dutch Extrajudicial Collection Costs (Fees) Decree, be set at 15% of the total invoice amount, with a minimum of € 40.00. The Customer will also owe default interest on the outstanding invoice amount at 1% per month or part of a month.

13.3 Without prejudice to its statutory possibilities, BabyWatcher will be entitled, if the Customer fails to meet his or her obligations under the Agreement (or fails to meet them properly or in time), cumulatively as far as possible, to: a. suspend the execution of that Agreement and/or Agreements directly related thereto, until payment has been guaranteed sufficiently; b. terminate all or part of that Agreement and the Agreements related thereto (extrajudicial termination), without BabyWatcher being obliged to pay any compensation.

14. Force majeure

14.1 If, due to a situation of force majeure, BabyWatcher is unable to perform any obligation towards the Customer, the performance of this obligation will be suspended for the duration of the situation of force majeure, with a maximum of two months. After these two months, both parties will be entitled to terminate all or part of the Agreement In Writing.

14.2 BabyWatcher is not entitled to pay any compensation to the Customer if it was unable to perform the Agreement (or unable to perform the Agreement properly or in time) because of a situation of force majeure.

14.3 'Force majeure' is understood to be: any circumstance beyond the control of BabyWatcher and of such a nature that BabyWatcher cannot reasonably be required to perform the Agreement. This includes, but is not limited to: strike, riot, war and other civil commotion, terrorism, boycotts, blockades, natural disasters, epidemics, lack of raw materials, obstruction and interruption of transport possibilities, extreme weather conditions, fire, machinery breakdown, technical failures in the business of BabyWatcher, failures by suppliers and/or measures taken by any government agency.

15. Retention of title and security

15.1 The rented item will always remain the property of BabyWatcher, irrespective of the term of the Agreement. If the Customer deliberately appropriates the rented item, this will constitute embezzlement. If the rented item is not returned in time, the Agreement will not be extended, although the Customer will continue to bear the full risk. Unless with the Written permission of BabyWatcher, the Customer is not entitled to sell or pledge the rented items, encumber the items for third parties or allow third parties to use or rent the items.

15.2 The Customer will immediately inform BabyWatcher In Writing if the item is attached or if the item (or any part thereof) is otherwise claimed. Moreover, the Customer will inform BabyWatcher, at the latter's first request, of the whereabouts of the relevant item.

15.3 If the rented item (or a part thereof) is attached, if the Customer is granted a suspension of payments (provisional or otherwise), if debt restructuring is declared applicable to the Customer or if the Customer goes bankrupt, the Customer will immediately inform the bailiff levying the attachment, the administrator or the receiver of BabyWatcher's ownership and other rights.

15.4 The Customer may not consider a deposit to be an advance payment of the rent due or as a payment to buy off any risk of damage, theft or embezzlement of the rented item. After the end of the Agreement, BabyWatcher will, however, be entitled to set off any amounts owed by the Customer against the deposit. The deposit will be refunded if it has been established that the Customer has met all its obligations.

16. Damage waiver scheme

16.1 As a supplement to the provisions of Article 11 in the event of damage, the Customer will be obliged to take measures to prevent any loss or theft of the rented item. This is because of the Customer's obligation to return the rented item, which is applicable at all times. The Customer can buy off most of the aforesaid risk by means of a damage waiver scheme to be agreed upon as stated below.

16.2 In order to prevent the Customer from incurring unforeseeable costs should the rented item be stolen and/or damaged, the Customer may – provided that he or she duly observes the other provisions of these Rental Conditions – make use of a scheme offered by BabyWatcher to buy off the risk of damage, theft or loss. BabyWatcher is not obliged to offer a waiver scheme and may also cancel or refuse this scheme at all times, so also after having offered it, in advance and without stating reasons. This waiver scheme is offered in the form of a surcharge on the rental rate. The cover only applies to the Customer and is subject to the condition that the Customer has met all his or her obligations under the Agreement and these Rental Conditions. The following is excluded from cover: damage or loss resulting from fire, theft, incompetent and/or careless use and/or negligence. The waiver scheme does not provide cover for recklessness on the part of the Customer. Any other liable or jointly liable parties and/or third parties, including insurers, cannot derive any rights from these schemes.

16.3 Ceased to apply.

16.4 The damage is assessed by the technical department of BabyWatcher. If the Customer does not lodge a substantiated objection within five working days following receipt of BabyWatcher's specification or indication of the damage or, if no such specification or indication is sent, within five working days following receipt of the invoice (relating to the damage), the Customer is deemed to agree to the damage being assessed by BabyWatcher's technical department. If the Customer lodges an objection, the parties will make an effort to come to an agreement on the nature and cause of the damage. If they are unable to come to an agreement, they will jointly appoint an expert who will give a binding opinion on the nature and cause of the damage, without prejudice to the possibilities of each party to apply to court.

16.5 The waiver scheme may never give rise to any payment being made or any compensation or refund being granted to the Customer, and does not prejudice BabyWatcher's existing rights under the Agreement and these Rental Conditions.

17. Concluding provisions

17.1 If any provision of these Rental Conditions or of rental agreements is void or voidable, this will not affect the validity of the remaining provisions. BabyWatcher and the Customer are obliged to replace any void or voided provisions by provisions that are valid and have the same purpose as far as possible.

17.2 These Rental Conditions are governed by Dutch law. In case of any inconsistency between these Rental Conditions and a provision of Dutch law, the Rental Conditions will prevail, unless this is contrary to mandatory law.

17.3 Any and all disputes on the execution or interpretation of an Agreement concluded between the parties will be submitted to the competent court in Utrecht, the Netherlands, unless mandatory statutory provisions prescribe otherwise.