

TERMS & CONDITIONS

Dutch Terms and Conditions take precedence. The Microlab Terms and Conditions are written in Dutch. This English translation is purely for your convenience. If there is any conflict or possible difference of interpretation between the original Dutch Terms and Conditions and this translation, the Dutch version takes precedence.

1. The terminology

- 1.1. The complex:** the complex previously known as the SFH-building, the related properties and the surrounding grounds on Kastanjelaan 400 in Eindhoven;
- 1.2. Primary member:** the individual, appointed by you, with whom we will communicate about your membership, members and space;
- 1.3. You or your:** the individual or the company entering into the membership agreement with Microlab and whose details have been filled out on the membership form;
- 1.4. Membership capacity:** the maximum number of individuals you are allowed to register as a member under your membership agreement, specified per membership type;
- 1.5. Membership form:** the form with your details and the agreements we have made with you about your membership;
- 1.6. Membership agreement:** the membership form, the Terms and Conditions and any other written agreements between you and Microlab concerning your membership at Microlab;
- 1.7. Location:** the parts of the complex that have been made available by Microlab;
- 1.8. Member:** every individual, including the primary member, whom you grant permission to use the facilities per the terms of your membership agreement;
- 1.9. Microlab, we, our or us:** AE SFH BV, located on Kastanjelaan 400 in Eindhoven, registered with the Chamber of Commerce under registration number 65201299 or a party appointed by AE SFH BV to enforce the terms of the membership agreement on behalf of AE SFH BV;
- 1.10. Regular business hours:** our regular business hours are between 9:00 and 17:00, Monday to Friday, with the exception of recognized holidays in the Netherlands, the Dutch Design Week and a maximum of ten days, to be selected by us, on which we will be closed;
- 1.11. Website:** <http://microlabeindhoven.nl>.

2. What we offer

- 2.1. Facilities.** All services, tools, space, machinery, events and other tangible and intangible matters that we offer you and your members together constitute the offered facilities. Microlab will take all the reasonable steps to ensure that, during business hours, we offer you and your members the facilities described below as long as you maintain a valid membership agreement with us.
 - 2.1.1.** Non-exclusive access to the location and space (if applicable);
 - 2.1.2.** Routine maintenance of the site and location, to the extent that can be expected of this complex (see article 10.9);
 - 2.1.3.** Access to the Microlab website, including exclusive access for members;
 - 2.1.4.** Shared internet access;
 - 2.1.5.** Use of printers, scanners and/or copying machines, provided use falls within the number agreed upon in the membership agreement (additional cost will be charged if this number is exceeded);
 - 2.1.6.** Use of meeting rooms, workshops and machinery, which can be booked through our website, provided they are available and you have enough Microcoin to book them for the desired duration.
 - 2.1.7.** Handling of incoming post and parcels, as long as a signature is not required, the amount of post is not exceptionally high (to be determined by us) and you indemnify us from and against any liability;
 - 2.1.8.** Use of the kitchen, toilets and other public facilities, as are provided by us at that time;
 - 2.1.9.** Access to exclusive member events.

2.2. Space. Some memberships come with non-exclusive access to a space at the location. It is important to keep in mind that you are not a tenant, but rather a user similar to a guest at a hostel. Like in a hostel, you are not entitled to a specific room or space and it may occur that you have to share a room. We reserve the right to appoint a different space to you and your members at any time and we may also move other individuals into the space until the maximum capacity we have determined has been reached. The space indicated on the membership form is not binding or permanent, unless specifically agreed otherwise. If your membership form states that you have enough member capacity to fill the space, we will not place others in the space. We try to keep the changes to a minimum. We are entitled to access the space at any moment for, for instance, guided tours, viewings, maintenance or cleaning. We will also keep this to a minimum and do so outside of regular business hours whenever possible.

The terms for use of a space depend on the type of space. We have the following types of space:

2.2.1. Open-plan office. Our open-plan office is an office space which is shared with dozens of other individuals. A strict clean-desk policy will be enforced and you should be aware that many strangers and visitors will pass your desk. It is not permitted to bring your own furniture into this space and you will receive a lockable safe, drawer or other piece of furniture to secure your belongings when you are not present. Phone calls are only permitted in the telephone rooms, made available to you for this purpose. You are permitted to leave your desktop-pc and monitor on your desk at your own risk, unless we deem it necessary they are moved.

2.2.2. Assembly space. If you have an assembly space membership, you will have access to your own movable workbench, including storage space. During regular business hours, you are permitted to move the workbench freely within the workplace area at the location. A strict clean-desk policy will be applied here. At the end of the day your work in progress and personal tools are to be stowed away and the workbench is to be parked in its designated parking spot.

2.2.3. Office. Offices offer space to four to fifteen people and can be locked. You are permitted to bring your own furniture into the office and will have to come to an agreement regarding the arrangement of the furniture with the other users of the office. We will decide on the maximum capacity of an office, but not how the desks are to be arranged. However, if a conflict occurs, and this limits the number of individuals we can place in the space, we reserve the right to enforce an arrangement that has been determined by us. As the number of users of an office is limited, you are able to store more belongings in an office.

2.2.4. Studio. A studio is a space which is adjacent to an assembly space and where use of dirty materials and loud machines is permitted. Each studio can be individually locked and is generally only suited for one or two members. As a result, you can leave your workbench, tools and work in progress where they are until you are ready to return to them.

2.3. Membership without space. If use of a space is not included in your membership, you are solely permitted to make use of the location and its facilities when:

2.3.1. you have been invited to an (member) event.

2.3.2. a Microlab employee has given you permission to do so;

2.3.3. you have reserved and paid for an office space, assembly space workbench, office or other facility (using Microcoin).

2.4. Paying for facilities. Although some facilities are included without restriction in the price of your membership, most will have to be paid for with Microcoin and are to be booked in advance. We will always communicate as clearly as possible what is or is not included in the price of the membership and what the costs of the facilities are. The price of facilities is subject to change. Most facilities within Microlab are paid for with Microcoin, but we may deviate from this and at times or for certain facilities ask you to pay in euro. We are not bound by our offers in the case of printing or programming errors in our e-mails, on our website, in quotes or in the membership agreement.

2.5. Microcoin. Microcoin are the tokens you can use to pay for some of the facilities Microlab offers. Many facilities at the location are only accessible when booked in advance and paid for with Microcoin. For instance, this applies to all meeting rooms and workshops. Microcoin is a points system for use of the facilities within the location, with the primary goal of allocating the facilities evenly between the users. The rules concerning Microcoin are:



- 2.5.1.** Each membership comes with a number of Microcoin. The Microcoin included in the membership are valid for one month and expire at the end of each month, without the right to any form of compensation and/or refund of (a part of) your membership fee.
- 2.5.2.** It is possible to purchase additional Microcoin. The additionally purchased Microcoin are valid for one year and will expire after one year without the right to any form of compensation and/or refund of (a part of) the purchase price. Each time you purchase new Microcoin the validity of the previously purchased Microcoin (but not the Microcoin included with the membership) will be extended for one year;
- 2.5.3.** Microcoin are not exchangeable for money and cannot be used to pay outstanding invoices;
- 2.5.4.** The price for Microcoin does not include VAT, unless stated otherwise;
- 2.5.5.** Your Microcoin apply to all your members together. All your members can make use of your Microcoin to make bookings;
- 2.5.6.** Microcoin are not transferable, other than to your members only;
- 2.5.7.** The costs of facilities may be charged in fractions of a full Microcoin, like the cents in a euro;
- 2.5.8.** Upon termination of your membership all your Microcoin will expire, including additionally purchased Microcoin.
- 2.5.9.** We may limit the maximum amount of Microcoin which can be purchased by you, for various reasons, such as to prevent some facilities being disproportionately occupied by you;
- 2.5.10.** We will make Microcoin available to you in fixed amounts. It is only possible to purchase Microcoin in the quantities defined by us.
- 2.6. Types of membership.** Each type of membership comes with certain facilities and conditions that apply specifically to that type of membership. The composition and description of the different memberships can be found on our website. Each of your members may use one or more membership types, so long as you have sufficient capacity of each membership type in your membership agreement.
- 2.7. Non-binding and subject to change.** Our offers are non-binding. Microlab is a new concept and we cannot predict which facilities will become popular and which ones will not. Therefore, we reserve the right to remove specific facilities (e.g. meeting rooms, workshops, activities and/or machinery) from our offer or present them under different conditions or provide alternative facilities. We do not accept any liability if facilities are removed from our offer or if they are presented under different conditions at any time. You are not entitled to compensation or a discount if we adjust our offer.
- 2.8. Safety and comfort.** Many of our facilities are dangerous or complex in their use, such as woodworking and metalworking machinery. For your safety and for the longevity of our facilities, we restrict access to and use of certain membership types, machinery, tools or spaces at the location to members we deem competent. For use of such facilities we require you to complete an introductory course. We charge a fee for this introductory course. Access to facilities with safety restrictions is always personal and non-transferable and may be revoked by us at any time, without stating a reason.
By providing the introductory course Microlab does not accept liability. We only illustrate the specific aspects of the workshops and/or the tool. We do not guarantee the member will be qualified to safely use the tool after completion of the introductory course. This remains everyone's own responsibility.
- 2.9. Storage.** We offer you and your members the possibility to store goods in our storage facilities at an additional cost. This service is at your own expense and own risk. Stored goods are to be insured duly against possible risks, such as, but not limited to, damage, fire and theft. We do not insure your goods and exclude ourselves from any liability, unless damage results from serious inadequacy attributable to us. Naturally you are not permitted to store goods with us if they are illegal, stolen, contain dangerous substances, (potentially) pose a threat to the surroundings and/or are an explosion or fire hazard. If we suspect or are certain you have stored such goods with us despite these Terms and Conditions, we are permitted to remove and/or (let) destroy said goods. We will notify you about the situation by email. We are not liable for any damage suffered by you as a result. We will charge you for the removal, storage and/or destruction of the goods. You are liable for all damage caused by storage of any goods that are stored with us against these Terms and Conditions.

We are not liable for (consequential) damage if access to your storage is unexpectedly prohibited, unless this is due to serious inadequacy attributable to us.

- 2.10. Other rights pertaining to the offer.** We are entitled to deny you access to the location or a part thereof (including the space) if we deem it necessary. We may do so for our safety, safety of others or for the safety of our assets or those of third parties or for any reason we deem necessary. We may also move your possessions, even if they are located in the space. Additionally, we may make adjustments to the space, provided that we will not do so in a manner that substantially decreases the square footage of your assigned space.

3. Membership and payments

- 3.1. When does the membership become effective?** The contract will become effective on the start date indicated on the membership form and only then will we deliver our services, provided that the (digitally) signed membership agreement has been returned to Microlab and we have received the service retainer, the set-up fee and the first month of the membership fee. If you are younger than 18 years old, the agreement must be co-signed by a parent or guardian. If you are a company, then an authorized representative or partner must sign the membership agreement.

We may require additional documentation before we offer you a membership agreement. We reserve the right to deny you a membership agreement without stating a reason.

- 3.2. Service retainer.** Once you have (digitally) signed the membership agreement you will be required, among other things, to pay a service retainer, the size of which is set forth on your membership agreement. We do not reimburse interest over the service retainer. This service retainer is not intended for settlement of outstanding invoices or bills that might be owed to you by us, but as a retainer for your performance of all obligations arising from the membership agreement. In the event that we owe you an amount, you may not rely on the retainer to deduct any amounts. However, we reserve the right to deduct any outstanding claims or invoices from the retainer before it is returned to you. If we appeal to the service retainer, you must supplement the retainer to the full amount stated on your membership agreement on our first request.

The retainer is a certain factor of your membership fees. If any changes are made to the membership fees, including the addition of more members or an increase in rates, the service retainer will change with that same factor. If this results in an increase in service retainer, this amount must be paid to us by the first day of the following month at the latest. If this results in a decrease in service retainer, then we will either deduct the difference from outstanding fees or transfer the excess retainer back to you within 30 days.

After cancellation or termination of the agreement, we will transfer the remaining balance to you within 30 days, provided you have performed all your obligations. If there are claims or invoices that have not yet been paid, we may choose to deduct these claims from the service retainer.

- 3.3. Prices and payments.** All prices are VAT-exclusive, unless stated otherwise. All services and memberships must be paid in advance. Membership fees are collected by direct debit and you are obligated to give us the right to carry out SEPA direct debit transactions on your account. We may demand you give us a business SEPA direct debit authorization (this type of direct debit is non reversible). If a direct debit entry cannot be carried out or is reversed, the outstanding fee must be paid by the member either at the reception or online (iDEAL). The payment is due on every 1st of the corresponding month. We may refuse you and your members access to the location and refuse access to the space until payment has been made.

If you do not perform payment of the outstanding amount in time, you will immediately be in default, without requiring a notice of default. From this moment on we will claim statutory interest.

If you neglect to pay after receiving notice, we will relinquish the claim to a collection agency, retaining all other claims against you, in which case judicial and extrajudicial costs will be added to the original amount and statutory interest.

- 3.4. Increase in membership fees.** The membership fees to which we have agreed on the membership form may be increased by us at any time. We will always notify you about new prices at least one month prior to these increases. If you do not agree with the prices, you may terminate your membership per the date the new rates become effective. If we have



made a price agreement for a longer period of time, this price will apply for the duration of the agreement and we will not be permitted to raise it during the term.

Discounts on membership fees or other special offers are, unless specifically agreed otherwise in writing, only valid for the initial term.

- 3.5. Space not available on time.** If we are unable to make the space available to you by the start date for any reason, including construction delays or any other obstacles in procuring the space, such failure will not affect the validity of the membership agreement. Meanwhile, we will try our best to find a (temporary) solution, in consultation with you. Naturally you will not be obliged to make payments for the period in which the space was not available to you pursuant to this article and if no equivalent alternative was made available to you.

However, you are obligated to have paid to us the service retainer, set-up fees and the membership fees for the first month before the scheduled start date. We do not accept liability for damage suffered by you due to a delay in availability of the space, unless the delay is the result of a serious inadequacy attributable to us.

- 3.6. Changes to membership agreement.** The agreements we have made with you regarding your membership are stated on the membership form. Pursuant to the Terms and Conditions, we and you have the right to alter essentially all the fields on the membership agreement. You may alter the primary member, the number of members and the contact details. We may, among other things, alter the membership fee, the number of included Microcoin, the number of prints and the assigned space, unless this is considered unreasonably onerous. These Terms and Conditions describe how and when it is justified for you or us to make alterations to the membership agreement.

Every alteration of which you notify us or we you, being written, by email or via the website, will be implemented in the membership form. Whenever we refer to the membership form (also in these Terms and Conditions), we refer to the most current state of affairs and not necessarily to the membership form as it was on the start date. Any changes made, either in writing, by email or via the website are binding and do not require a (digital) signature to be implemented.

- 3.7. Additional (membership) fees.** All prices for additional fees expressed in euro are VAT-exclusive, unless stated otherwise. VAT has already been paid on Microcoin and therefore VAT does not apply to the fees charged in Microcoin. It may occur that, aside from the monthly membership fee, you owe us an additional amount, for example due to purchase of additional Microcoin, use of more prints than are included in your membership or due to purchase of an item in our shop. We may request payment in advance (via iDEAL or debit) or charge you afterwards, depending on the type of fee. In the event that we charge you afterwards, we will try to put these costs along with the membership fee of the following month on the same invoice and collect both fees together. If for any reason we fail to do so, we will send you a separate invoice. This invoice must be paid within 14 days.

- 3.8. Settlement of costs and refunds.** If, for any reason, we owe you an amount, this amount will be settled against outstanding or future invoices. Unless agreed upon otherwise in writing, we do not refund prepaid membership fees or other amounts that have been paid by you.

4. Subscription term and termination

- 4.1. Start date of membership agreement and access to the space.** The membership is valid from the start date, provided that you have performed all your obligations per article 3.1. If the start date is a regular business day you will have access to the space at 12:00. If the start date is not a regular business day, you will have access to the space at 12:00 on the first regular business day after the start date.

- 4.2. Duration of the membership agreement and prolongation.** Unless agreed upon otherwise on the membership form, the membership agreement will be valid for one month and will be prolonged on a month-to-month basis, until terminated. If we have agreed to a different initial term, the minimum duration of membership will be this initial term. If we have agreed to a different prolongation term on the membership form, upon termination of the initial term your membership will be prolonged each time by the agreed prolongation term. Premature termination is not possible. If you are a consumer by law, your membership will automatically be prolonged by one month and can be terminated with one month's notice.



- 4.3. Cancellation prior to start date by you.** If you terminate more than one full calendar month prior to your start date, you are entitled to a refund of any payments you have made, less any applicable charges, expenses or deductions. If you terminate within one full calendar month prior to your start date, we will charge you for the full initial term.
- 4.4. Termination after the start date by you.** You may terminate your membership at the end of the term. You are required to give written notice of termination at least one full calendar month prior to the month in which you intend to terminate the agreement, using our termination form, either on paper or digitally via the website. We do not refund membership fees (or parts thereof) if you vacate the space prematurely. If you do not yield the space to us in its original state and hand in all keys, keycards and our other property by 16:00 on the business day preceding the end date, we will charge another full month of membership fee to your account.
- 4.5. Termination or suspension of the membership agreement by us.** Your payment obligation of outstanding invoices or claims remains undiminished in the event of termination or (temporary) suspension of your membership agreement by us. We reserve the right to refrain from prolonging your membership agreement at the end of the term. We try to notify you at least two months prior to termination, but we will always terminate the membership agreement in compliance with the term of notice of one month. Furthermore, we reserve the right to immediately, besides other legal recourse, annul, terminate or (temporarily) suspend the membership agreement, if:
- 4.5.1.** you and/or your members fail to comply with the membership agreement;
 - 4.5.2.** we no longer have the right to make use of the location and/or the complex;
 - 4.5.3.** you are in default regarding payments;
 - 4.5.4.** you and/or your members fail to follow our instructions regarding use of the location, the space and the facilities;
 - 4.5.5.** we deem it necessary to ensure the safety or comfort of us, our staff, third parties and/or property of aforementioned;
 - 4.5.6.** your property is seized, you apply for moratorium, are in a state of bankruptcy, or otherwise lose unrestrained access to your assets;
 - 4.5.7.** circumstances arise which prohibit compliance with the agreement or cause compliance to no longer be reasonably expected or required.
- 4.6. Removal of property upon termination.** It is your responsibility to remove all of your (and your members' and guests') properties from the location and space prior to the termination of your membership. We are not liable for the possessions you leave behind and are not obligated to reimburse you for said possessions. Since we have to make use of the space and location ourselves, we are entitled to dispose of or store any remaining property as we see fit. If we store such property, we are in no way liable for damage or loss. We are also entitled to charge you for the storage and transport fees. We are not obligated to hold any post delivered to us after termination.

5. Your members and guests

- 5.1. How it works.** You have a membership agreement with us. The membership form is part of this agreement and the number of members you may register for each membership type is set forth on the membership form (membership capacity for each type). Each member consequently has autonomous right to use the location and space in compliance with the provisions on your membership agreement. ~~However, you are completely responsible (and liable) for your members, including any claim we might make against them.~~ To guarantee our safety and that of our property (and to comply with legislation) we will require some basic details from all of your members, including a copy of a valid ID (social security number may be covered), a valid email address, a valid telephone number and a recent photo. If we deem it necessary, we may ask for additional details.
- 5.2. Changes to member list.** You are responsible for ensuring that your member list is up to date. You may at any time (by email or via the website) make changes to your member list. If an individual is not on your member list, he or she will not have any rights regarding use of the facilities and we will treat him or her as a guest. This might mean we have to charge you for used facilities. Therefore, it is important that your list is up to date. If you make more changes than can typically or reasonably be expected, we are entitled to charge an alteration fee.
- 5.3. Exceeding the number of members.** If you register more members than your member capacity allows for according to your membership agreement, we will charge additional

membership fees against our regular, at that time advertised, rates. We reserve the right to refuse exceedance of members without stating a reason. If you continuously provide access to more individuals than the space is intended for, we will charge you with an additional fee as if you had registered more members.

- 5.4. Minimum age of 16 years.** Members must be 16 years or older. Certain facilities are only accessible to members under the age of 18 if they have our explicit permission and are supervised by an adult member. We determine which facilities are limited for minors and under what conditions. We may change this at any time.
- 5.5. Member profile.** Each member will get a personalized page on our website where he or she can write a biography and add a photo. His or her name will be displayed publicly on this page. It is your responsibility to inform members about this page and we assume the member has given permission prior to registration of this member on your member list.
- 5.6. Membership card.** Each member will receive a membership card. Each member is required to carry this card with them at all times when he or she is at location and to show it on request of a Microlab employee. The membership card is personal and may not be used by someone other than the member. If a member loses his card, he may request a new one on the website. We may charge a fee for replacement of a membership card.
- 5.7. Guests.** Naturally, not everyone you invite to Microlab has to become a member. Individuals you or your members invite or admit into the complex, but who are not members, are your guests. You and your members may invite and receive guests within Microlab. Guests are only allowed access to Microlab under supervision of a member. You are responsible for the actions of your guests. You are liable for any damages caused by your guests. You must notify us prior to receiving any guests, either via the website, by email or at the reception. Misuse of our hospitality will not be condoned. What may be considered as misuse or abuse of the right to host guests is difficult to establish beforehand, therefore we will initially assume that you will behave reasonably. However, if we get the impression that the right to invite guests is being abused to covertly give access to more members, to hold (public) events or to avoid costs in any manner, then we reserve the right to (retroactively) charge fees.
- 5.8. Refusal of access.** We reserve the right to refuse individuals (and animals) access to the complex and/or the location and may therefore deny your members and guests access or have them removed without stating a reason. If we refuse access to one of your members, this does not give you any right to compensation or discount.
- 5.9. Changes to the primary member.** As previously stated, all communication between Microlab and you will go through the primary member. The primary member is indicated on the membership form. The primary member may be changed in several ways. The easiest is for the current primary member to appoint a new primary member (by email or via the website), thereby transferring the title. If for any reason this is not possible, you or an authorized individual may notify us about the change. We will then determine if additional documentation is needed for us to effect the change. Additional documentation may consist of an extract from the Chamber of Commerce or other documents. If the primary member cannot be reached or can no longer regularly be found at the location and you have not notified us of a change, we will appoint a new primary member from your members and effect the change.

6. House rules.

- 6.1. The purpose of the house rules.** The purpose of the house rules is to make Microlab as pleasurable and safe as possible. Microlab is a place with many potentially dangerous machines, vehicles driving around inside and a lot of people focused on their work. Therefore, it is up to all of us to take each other into consideration!
- 6.2. Your responsibility.** Our house rules apply to everyone in the complex. Since we do not speak to everyone, it is your responsibility to ensure that your members and guests are aware of the house rules and comply with them. The consequences for violating house rules are, after all, on you.
- 6.3. Our discretion.** If rules are subjective, we will determine what is or is not permitted.
- 6.4. Consequences.** If you, a member or a guest violates the house rules, we may hold you liable for all costs and damages and we are allowed to have the individual removed, suspend your membership agreement, terminate your membership agreement and/or temporarily or permanently refuse the individual access, unless this is unreasonable or unfair.



6.5. The rules.

- 6.5.1. Be a good neighbor, colleague and friend.
- 6.5.2. All instructions given by Microlab must be followed immediately and entirely. These instructions can be given both in writing and orally, including through signs in workplaces and other facilities.
- 6.5.3. All members must show their membership card on request of an employee.
- 6.5.4. Guests should always be accompanied by a member.
- 6.5.5. It is not permitted to be of inconvenience to others or to bring others in harm's way.
- 6.5.6. Everyone must leave facilities behind in a clean and tidy state. The rules for each facility will clearly be stated at the facility itself.
- 6.5.7. It is prohibited to perform illegal activities in Microlab (including digitally!).
- 6.5.8. It is prohibited to enter parts of the complex which have not been leased by Microlab.
- 6.5.9. Machinery, tools and other facilities which require (safety) restrictions, may only be used under supervision of a Microlab employee or after completion of the introductory course.
- 6.5.10. When entering a workshop everyone should meet the apparel and safety requirements for the relevant workshop.
- 6.5.11. It is prohibited to make permanent changes to the space or the location; including painting, drilling, screwing, gluing or otherwise fastening anything to furniture, walls, windows or doors.
- 6.5.12. It is prohibited to place personal Wi-Fi routers or other radio antennas.
- 6.5.13. It is prohibited to take photos, videos or notes of the work of other individuals in Microlab.
- 6.5.14. Defects or damages to facilities, our furniture, our IT infrastructure or the building complex should be reported to a Microlab employee as soon as possible;
- 6.5.15. The public spaces are intended for anyone who uses Microlab. These spaces are meant for temporary use, and not for continuous occupancy by one individual or organization.
- 6.5.16. The tools, machinery and stationary made available by Microlab must not be removed from their proper place. In short: staplers stay with the printers, kitchenware stays in the kitchen, welding shields stay in the metal workshop, screwdrivers stay in the wood workshop, etc.
- 6.5.17. Membership cards, access cards, keys, alarm codes and such remain our property and must be returned when requested. Anyone in possession of a key or card must keep it secure and notify us immediately in case of loss, damage or theft.
- 6.5.18. We are permitted to take photos and make videos in Microlab for promotional purposes. Anyone entering into the location, grants us permission to take and use such images. Individuals and logos might be depicted and recognizable in these images.
- 6.5.19. It is prohibited to use the space as a shop (or a similar function) or to open it to the public.
- 6.5.20. Smoking is not permitted anywhere in the building.
- 6.5.21. Pets are allowed in certain parts of the location, provided that they are well behaved and stay close to their owner. Pets are, among other places, not allowed in the workplaces. The individual bringing the animal into the location is fully responsible and liable for the actions of the animal and any damage caused by the animal. If we deem it necessary, we may require proof of vaccination before we allow the animal access to the location.

7. Rights as a consumer

- 7.1. **Are you a consumer?** If you are an individual and have not entered the membership agreement on behalf of a company or (limited) partnership, then you are a consumer and have certain rights that companies do not. If your Chamber of Commerce number has been filled out on the membership form, you are by definition not a consumer, but a company.
- 7.2. **14-day cooling-off period.** If you are a consumer and have entered into the membership agreement online or by telephone, you have the right to annul the membership agreement within 14 days of entering into the agreement. If you wish to exercise your right of to annul, you must explicitly notify us within 14 days after the membership agreement has been signed.
- 7.3. **Repayment.** If you, as a consumer, have exercised your right to annul the agreement, we will refund the membership fees paid by you, unless we have started delivering our

services during the cooling-off period with your explicit consent. In such a case, you are required to pay the published standard price for services that have already been provided to you and possible discounts will not be applicable.

- 7.4. Automatic renewal.** For consumers, the membership will always be renewed for a period of one month after completion of the initial term. For example, if you wish to terminate your membership by the 1st of May, you are required to notify us before the 1st of April using a termination form. See article 4.2.
- 7.5. Signing on location.** The right to annul mentioned above, is only applicable to purchases made from a distance, for example online or by telephone. Therefore, if you agree to the membership at location in the presence of a Microlab employee, you do not have the right to annul the agreement, as the purchase is not one at distance, not even if the membership form is filled out on our website and signed digitally.
- 7.6. Price increases.** If you are a consumer, you may terminate your membership agreement if we increase the prices in accordance with article 2.4 or 2.7 within three months after the initial term has become effective.

8. Privacy

- 8.1. Processing personal data.** We process personal data in accordance with our privacy statement. The Microlab privacy statement can be found on the website.
- 8.2. Confidentiality.** Naturally we will keep your confidential information secret and only use it for the purpose for which you have provided this information to us. Conversely, you and your members and guests are obligated to keep our confidential information secret. Information is considered confidential if you or we have indicated it to be confidential, or if this is apparent from the nature of the information. If you violate this article, you forfeit to us a fine, which is due immediately, of twice the monthly membership fee, and an additional fine of €50 per day when you continue to violate this provision, despite having received a written notice, notwithstanding our right to claim full compensation.
- 8.3. Internet connection.** The Internet services within Microlab are shared and are permanently monitored by us for stability, security and legal purposes. Both we and our Internet provider(s) have access to all data traffic on the network, but will not use this other than for the purpose of safeguarding stability, speed, security and legal use. We require our Internet provider(s) to sign a non-disclosure agreement (NDA).
- 8.4. Cameras.** We have the right – not the obligation – to place cameras. For your safety and that of your members and possessions and for our employees and our possessions. We also reserve the right to save the camera footage.

9. Liability and redress

- 9.1. Liability and force majeure.** We are not liable for any damage which is the direct or indirect result of force majeure (see article 10, paragraph 7) or for your actions and negligence or the actions and negligence of your members or guests. We are not liable for any damage if we have acted upon incomplete/incorrect information provided by you. Nor do we accept any liability for damage suffered by you and your members as a result of visible or nonvisible defects at the location or in the space or defects regarding the facilities, unless damage is caused by serious inadequacy attributable to us or if we were or should have been aware of the defect.
- 9.2. Damage to location or space.** You are liable for any damage to the location or in the space caused by your lack of compliance with the provisions of the membership agreement. If you and your members have exclusive access to the space, all damage, excluding damage by fire, will be suspected to have been caused by you.
- 9.3. Damage or loss of property.** We are not liable for theft, loss or damage to property belonging to you, your members or your guests. Usage, safekeeping, storage and leaving behind of property in the complex (including the space) is at your own risk. Furthermore, we are not liable for damage to electronics, including computers, tablets and cell phones or loss of data stored thereon due to our technical support, including installation of software, changes to settings or any form of advice.
- 9.4. Injury.** Microlab is not liable for any injury to you, your members or your guests occurring during your stay in the complex or due to use of facilities. Entering the location and use of facilities (including tools) is completely at one's own risk.
- 9.5. Facilities.** We cannot be held liable for (temporary) failure of tools or facilities. We are not liable for the unexpected failure of facilities, unless this results from serious inadequacy

attributable to us.

- 9.6. Consequential damage.** We are not obliged to pay a compensation for consequential damage as a result of fault or failure to comply with an obligation on our part, unless the damage is due to a serious inadequacy attributable to us. Among other things, the following is regarded as consequential damage: lost revenue, lost cost savings, business interruption, delay damages, intangible damage, loss of enjoyment and indirect damage, regardless of their origin.
- 9.7. Limitation of liability.** If we should be liable for any loss, Microlab's liability is limited to the amount paid out by our insurance company. If, for any reason, the insurer does not proceed to payment or if the damages are not covered by our insurance, Microlab's liability will be limited to the amount paid by you for the facilities to which the liability applies in the twelve months directly preceding the moment of liability.
- 9.8. Expiration of claims.** All your entitlements or (rights to) claims against Microlab will terminate, in any event, after one year from the time the event occurred from which the claim or entitlement arose.
- 9.9. Indemnification.** You will indemnify us from and against any damage, claims, liabilities and/or expenses, including legal fees, resulting from any breach of the membership agreement by you or your members, your guests, guests of your members and/or pets brought in by any of the aforementioned. You are responsible for the actions of and all damage caused by all persons and pets that you, your members or their guests invite to enter the complex. You do not have permission to enter into any agreement that results in us accepting any liability or that can impose any obligation upon Microlab in the case of damages.

10. Remaining provisions

- 10.1. Nature of the agreement.** The membership agreement between you and us is equivalent to an agreement for accommodation in a hostel. We offer you a comfortable, non-exclusive workplace which you may terminate or change flexibly, can easily extend (or reduce) and for which you never have to deal with service fees, additional tax or other financial surprises other than mentioned in these Terms and Conditions. You and we agree that our relationship is not that of landlord-tenant and therefore you are not entitled to any tenant protection, specification of costs or other rights aside from those arising from these Terms and Conditions.
- 10.2. Changes to the membership agreement and Terms and Conditions.** We reserve to right to make alterations to the Terms and Conditions and to declare these alterations applicable to the existing membership agreement and other agreements, unless these alterations or additions are unreasonably onerous. We will communicate these changes to you via the website or by email at least 30 days in advance. Agreements previously made between you and us which deviate from the Terms and Conditions, are only applicable if indicated on the membership form or agreed upon explicitly in writing via email.
- 10.3. Personal responsibility and insurance.** In this agreement, we largely exclude liability on our part regarding your actions and property and that of your members and guests. We expect everyone to take personal responsibility. We are not insured for damage to you, your property, your members, guests and/or their property. Furthermore, we are not insured for damage caused by you, your property (including pets), your members, guests and/or their property (including pets). Therefore, we encourage you to at least maintain personal property insurance and commercial general liability insurance covering you and your members for property loss and damage, injury and liability. We are not an insurance consultant and cannot provide advice regarding appropriate insurance.
- 10.4. Notices and communication.** All communication will go through email and our website with the appointed primary member, unless stated otherwise in the Terms and Conditions. Notices sent by email or via the website are expected to be read within one business day. It is of importance that you ensure your primary member closely monitors his or her email. It is your responsibility to ensure our notices and communications reach all relevant individuals (including your members, guests, suppliers, etc.) in a timely manner.
- 10.5. Use of our name and logo.** You are permitted to state that you are a member of Microlab and use our name as a part of your mailing address, however, you are not permitted to give the impression that we have, in any way, entered into a partnership or



cooperation with you, unless we have given explicit written permission. You are not permitted to use our logo without written consent.

10.6. Strictness of compliance. If we do not always demand strict compliance with the Terms and Conditions, this does not mean the provisions are not applicable and that we in any way waive our right to otherwise demand strict compliance with the provisions of these Terms and Conditions.

10.7. Lien and pledge. We reserve the right to withhold any goods stored with us by you or your members and only release them back into your custody once the obligations towards us have been performed. This is called lien. We may charge you for the costs we have to make to exercise the lien. We are not liable for any damage suffered by you as a result of the lien.

To ensure you perform all payment obligations towards us, all goods stored with us are pledged to us. The pledge is established upon entering into the membership agreement and upon entrusting us with your goods for storage purposes. On our request, you are obligated to cooperate with all the necessary actions required to establish or maintain the pledge.

If you – after receiving a written notice by registered post from us – have not performed the payment due to us within two months after receiving the written notice, then we reserve the right to sell your stored goods. Microlab consequently has the right to use the proceeds of the sale to satisfy our claim against you. You accept that the pledge on stored goods may lead to loss of property.

10.8. Force majeure. We are not required to fulfill any obligation if we are prevented from doing so by unforeseeable circumstances or force majeure. In any case and without limitation, we consider the following circumstances as unforeseeable: weather conditions; floods; terrorism; obstruction by third parties, including that of governments; obstruction of transport; illness or personal circumstances of the individual with whom Microlab has entered into an agreement to fulfill our obligations on our behalf; riots; wars or war threats; theft; fire; internet malfunction; power failure; phone network failure; machinery malfunction; government measures; third party failure to deliver to Microlab.

10.9. State of the complex and the phased redevelopment of the area Strijp-S. You should be aware that the area known as Strijp-S in Eindhoven has been (partially) purchased by our landlord. The area Strijp-S consists of several buildings previously owned by Philips. Our landlord wants to achieve a phased redevelopment of the area Strijp-S, so as to achieve a varied living and work environment, in addition to the surrounding urban areas. Such a phased redevelopment involves a process of many years, extending to mid-2025 or earlier if the situation arises. Our landlord is of the opinion that in the intervening time nothing should prevent temporary use of the existing buildings, provided that the aforementioned redevelopment is thereby not limited or delayed. Under these conditions our landlord is prepared to lease to us (parts of) the complex.

At this time, the expectation is that the complex will remain in use until 31 December 2022, after which it will be demolished. However, the owner may demolish the complex earlier. If the complex is to be demolished earlier, the landlord has the right to terminate the lease we have with him prematurely. As a result of this we may also have to terminate your membership agreement prematurely, pursuant to article 4, paragraph 5 sub. 2. We will do our best to inform you about the situation in a timely manner.

The fact that the complex will be demolished in the foreseeable future has consequences for you and us. For example, this results in us and our landlord not investing in the complex at a level that would be expected of a newer building or of a building with longer future prospects. Naturally, we will ensure that the complex can be used safely for the activities and purposes assigned to it by us.

We hereby establish and come to the agreement that the location and space will be accepted by you in the physical state in which the space is at the start of its use. The physical state of the space, location, the complex, the area or the site can expressly not be considered a (de)fault on our part. The space and location are made available to you in the current state as witnessed during the viewing. Therefore, we expressly agree that if the space differs in any way from a similar well-maintained property (and can therefore be considered not properly maintained), the deviation thereof is legally not considered a (de)fault on our part. Nor is the presence of asbestos legally a default.

Also, it is important to be aware of the fact that construction in and around the complex in the forthcoming years may cause inconvenience and that we generally do not have a lot of influence over the situation. Such inconvenience is legally not considered a default and

does not give you the right to any form of discount or compensation of the membership fee.

- 10.10. Parking spaces.** Parking spaces are not included in our offer. You may use parking spaces as made available to you by the municipality Eindhoven and Mobility-S. We do not exert any influence on the policies of these parties and therefore cannot come to an agreement with you regarding parking arrangements.
- 11. Entire agreement, applicable law, jurisdiction, joint and several liability and other provisions.**
- 11.1. Subordination.** The membership agreement is subordinate to our lease with our landlord. These English Terms and Conditions are a translation of the original Dutch Microlab Terms and Conditions. If there is any conflict or possible difference of interpretation between the original Dutch Terms and Conditions and this translation, the Dutch version takes precedence.
- 11.2. Entire agreement.** The membership form, the Terms and Conditions and any other written agreements between you and us regarding your membership (collectively the membership agreement) and the instructions that we provide, together constitute the entire agreement between you and us. Any other or prior communication is not applicable to the membership agreement, including: your (purchase) terms and conditions, oral agreements or commitments made on our website.
- 11.3. Joint and several liability.** If you have entered the membership agreement on behalf of several parties, then you are considered jointly and severally liable for any engagement arising from the membership agreement. Postponement of payment or discharge by us to an individual is only applicable to that individual.
- 11.4. Representative authority.** By signing the membership form, you declare that you are authorized to do so and likewise declare that the representatives who are on your behalf to sign any other documents related to this agreement or enter into any related agreements are authorized to do so also.
- 11.5. Permission.** Permission granted to you by us is a single occurrence and is not applicable to other or subsequent cases. We may attach conditions to our permission.
- 11.6. Headings and interpretation.** The bold headings above articles and in front of the normal text of a paragraph are for convenience only and are not to be used to interpret or construe any provision of the agreement. Any use of "including", "for example" or "such as" in these Terms and Conditions shall be read as being followed by "without limitation" where appropriate.
- 11.7. Validity of provisions.** Each provision of these Terms and Conditions shall be considered separable. If any provision of this agreement is (partly) prohibited, this failure does not affect the validity of the Terms and Conditions. The (partly) prohibited provisions will be substituted by Microlab, in such a manner that the purpose and intent of the initial provision is maintained.
- 11.8. Dutch law.** The membership agreement into which you and we have entered, is governed by Dutch law.
- 11.9. Jurisdiction.** Any disputes resulting from the membership agreement between you and us, will be settled by an authorized judge from the district in which Microlab is located, barring appeal and cassation.