

General Terms and Conditions

1. Definitions

In the below General Terms and Conditions, the stated terms will have the following meaning:

Subscription:

the agreement between Red Orka and the Renter for the use of the romper by the Renter, as well as any other agreement between Red Orka and the Renter;

General Terms and Conditions:

these general terms and conditions of Red Orka that apply to any Subscription;

End Date:

the date on which the Subscription ends by means of cancellation by the Renter as explained in Article 6.5;

Renter:

any natural person or legal entity who takes out a Subscription with Red Orka;

Unjustified Swap:

has the meaning given to it in Article 5.4;

Red Orka:

De Fash., having its registered office in Amsterdam and its principal place of business at Baarsjesweg 271-2, 1058AD Amsterdam, Chamber of Commerce number 76513807;

Swapping:

Red Orka' solving of a problem for the Renter concerning the romper by either repairing the romper or exchanging it for another romper.

2. Applicability

2.1 These General Terms and Conditions apply to any Subscription between Red Orka and the Renter.

2.2 Arrangements between Red Orka and the Renter varying from or supplementary to these General Terms and Conditions will be valid only if they have been explicitly confirmed in writing via e-mail by a regional manager of Red Orka.

2.3 All amounts stated by Red Orka include VAT.

3. Subscription

3.1 The Renter will have a romper at their disposal for the term of the Subscription, in accordance with the chosen Subscription.

3.2 The rompers comes with a Bag.

3.3 Under the Subscription, the Renter is entitled to free Swapping (please refer to Article 5 for more details). This is understood to mean:

- free of charge repairing of defects to the rompers caused by wear and tear and normal use of the romper. Examples of such defects include a open seams, broken strings and wrong collar;
- if necessary, free of charge exchanging of the romper within the limits of the city where Red Orka operates.

3.4 The romper may contain advertisements. The Renter must immediately contact Red Orka if the advertisement has been damaged or if an advertisement completely disappears from the romper.

4. Conditions

4.1 The Renter makes normal use of the romper and takes due care of the romper.

4.2 The romper is intended exclusively for personal use by the Renter. The Renter is not allowed to use the romper for commercial purposes, such as selling or renting out. In the event of a breach of this obligation, the Renter shall pay a contractual penalty in an adequate amount, however not more than EUR 2.000. The precise amount of such contractual penalty shall be determined by Red Orka. Such contractual penalty shall be without prejudice to any other rights of Red Orka, including but not limited to the right to claim damages and to terminate the subscription in accordance with Clause 14 of the General Terms and Conditions.

4.3 The romper will at all times remain the property of Red Orka. The Renter will not be allowed to create or grant any security interest or other right in respect of the romper for a third party's benefit.

4.4 The Renter will be personally liable for compliance with the General Terms and Conditions.

4.5 The Renter will be responsible for passing on changes to the data known to Red Orka, such as a new address, in good time.

4.6 The Renter may not make any changes to the romper that cannot be removed without damaging the romper.

4.7 The renter must be at least 18 years old and able to enter into legally binding contracts to be able to subscribe for a Red Orka. Minors may subscribe under the supervision of an adult.

4.8 A digital verification process of the correct identification document could be part of the order process upon delivery. Product will not be delivered when renter is not able to handover the correct identification documents. Red Orka will report to the police when verification of the identity documents shows that there is a possibility of fraud.

5. Swapping

5.1 Red Orka aims to Swapping a romper within 48 hours after the Renter has contacted Red Orka by telephone, via e-mail or WhatsApp. Swapping takes place by appointment with the Renter.

5.2 If this target time is not achieved, the Renter cannot claim any compensation or payment.

5.3 Swapping will only take place in case of a defect, loss or theft of the romper, and only within the city limits in which Red Orka is active.

5.4 If the Renter unjustly requests a Swapping (an 'Unjustified Swap'), Red Orka will be entitled to charge EUR 20 in call-out charges. If the Renter fails to appear at an appointment that was made for Swapping, this will also be regarded as an Unjustified Swap.

5.5 When Red Orka exchanges a romper, the Renter will transfer the romper to Red Orka.

6. Term of the Subscription and cancellation

6.1 The term of the Subscription (the 'Subscription Period') is agreed upon in the order process. To the extent agreed in the Order Process, Red Orka may charge Renter with a one-time fee.

6.2 If the Subscription is concluded by completing the registration form on the website www.red-orka.com and Renter is a consumer, the Renter has the right to terminate (ontbinden) the Subscription during the 30-day withdrawal period without giving reasons. The foregoing does not apply insofar as the Subscription was carried out during the withdrawal period with the explicit consent of the Renter and insofar as the Renter has waived his right to terminate (ontbinding) the Subscription.

6.3 In case of a monthly Subscription, the Subscription Period is one month from the date stated in the order process and automatically extends on a month-by-month basis, unless terminated in accordance with these Terms & Conditions. Both Red Orka and Renter may terminate a monthly Subscription at any time with a notice period of one month.

6.4 In case of a Subscription with a minimum term, the Subscription Period begins on the date stated in the order process and remains in effect for the minimum term agreed in the order process. Early termination will not be possible, subject to the provisions of Clause 14 of these General Terms and Conditions. Upon expiry of the minimum Subscription Period, the Subscription turns into a monthly Subscription, as specified in Clause 6.3.

6.5 From the day that the written cancellation of the Subscription by the Rental Renter has been received by Red Orka, the Subscription will continue for one more month, which means that the Subscription ends one month after the day on which Red Orka has received the cancellation (the 'End Date').

6.6 The Renter has the right to use the romper until the End Date of the Subscription after termination notice. The Renter has the obligation to meet the costs of Subscription until the End Date.

6.7 The Romper and bag are to be submitted to Red Orka no later than the End Date.

6.8 If the Renter hands in the rompers before the End Date, this will end all rights of the Renter under the Subscription, without prejudice to the Customer's obligation to pay the full Subscription costs until the End Date.

6.9 Prior to returning the romper on the End Date the Renter can cancel the termination free of charge by sending an e-mail to Red Orka. The e-mail must be received by Red Orka on the day preceding the End Date.

6.10 When the rompers are not returned on or before the End Date Red Orka reserves the right to apply a daily fine of EUR 5 every day from the End Date until return of the romper, with a maximum of 7 days.

6.11 If the Romper is not returned within seven days of the End Date to Red Orka and the Subscription is not reactivated, subsequently Red Orka will report a theft by the Renter. In that case, the Rental Customer will also be obliged to compensate Red Orka for the loss suffered, which will be established for each type of Subscription and can be found in Table 1, without prejudice of the right of Red Orka to request full compensation of the loss suffered by it, to the extent that it exceeds the sum of the established compensation, depending on the type of Subscription.

Type of Subscription	Established compensation
4 Pack	60 €
6 Pack	90 €
10 Pack	150 €

1: Amount of compensation for each type of Subscription

6.12 Red Orka is at all times entitled to terminate the Subscription in the event of theft or on one of the grounds stated in Article 14.1

6.13 The Renter is aware that the rompers could be owned by a leasing company. If the rompers are owned by a leasing company, the Renter will be obliged, on the leasing company's demand, to either hand in the romper to the leasing company (subject to reimbursement for the remainder of the rental period) or to be discharged from their obligations by paying the leasing company the future rent, as the leasing company may choose.

7. Theft or loss

7.1 In the event of the loss or theft of the romper and/or the the bag, the Renter will be obliged to report this to Red Orka within 24 hours and to report this loss or theft to the police together with an employee of Red Orka. In that event, the Renter will owe an deductible, which is different for each type of Subscription. The applicable deductible for each type of Subscription is included in Table 2. After the report has been completed, the Renter will receive a replacement of rompers from Red Orka.

Type of Subscription	Established deductible
4 Pack	12 €
6 Pack	18 €
10 Pack	30 €

Table 2: Amount of deductible for each type of Subscription

7.2 If the Renter does not, or not in good time, report a loss or theft of the romper, the Renter will owe Red Orka the compensation established in Table 1.

7.3 If it turns out that the Renter has provided incorrect information that disadvantages Red-Orka, Red-Orka will be entitled to add an unfairness surcharge of EUR 100. This amount will be in addition to the deductible and any negligence surcharge.

7.4 If the romper has been removed by the municipality, Red-Orka will contact the Renter regarding the collecting process. Any costs for obtaining the romper or other costs will be payable by the Renter. If the romper is removed by the municipality, this will be regarded as an

Unjustified Swap. Red-Orka will be entitled to charge costs for this to the Renter, such as any costs for obtaining the romper and the costs of an Unjustified Swap.

8. Damage and servicing

8.1 The Renter will report damage to the romper caused by vandalism to Red-Orka within 24 hours.

8.2 In the event of damage and wear and tear to the romper other than what can be expected from normal use, such at the discretion of Red-Orka, Red-Orka reserves the right to recover the associated costs from the Renter.

8.3 If there is any damage caused by the contributory fault or fault of a third party, the Renter will be obliged to submit to Red-Orka the contact details of this third party as well as a sketch of the scene signed for approval by both parties. An accident report form is available via erik@red-orka.com If the contact details of the third party are not submitted, the damage will be charged to the Renter.

10. Payments

10.1 When taking out a Subscription, the Renter will also be obliged to give a direct debit mandate to have the monthly Subscription costs and other costs owed debited to the stated bank account number.

10.2 In the event of additional costs charged, such as the deductible and surcharges, Red-Orka will be entitled to first require payment thereof before providing a new romper to the Renter. If the Renter indicates that they are able to pay the outstanding amount and this turns out not to be the case, this constitutes an Unjustified Swap, and costs may be charged for this.

10.3 If Subscription costs or other costs cannot be debited or are wrongly reversed, the Renter will be in default by operation of law. In that case, the Renter will receive a demand to pay the amount due within fourteen days. Red-Orka may engage a collection agency if the amount due has not been paid within the period of fourteen days. All additional administrative costs and extrajudicial collection costs will be payable by the Renter.

11. Handing in the used rompers

11.1 Upon the start of the Subscription, the Renter may hand in their old rompers in exchange for a new romper.

11.2 The discount will be determined for each individual romper and has to be approved by both the Renter and Red Orka. Red Orka will not take possession of the romper if the Renter and Red Orka cannot agree on the amount of the compensation.

11.3 If a Renter deliberately wants to hand in a romper that the Renter does not own, the Subscription will be terminated immediately and the police will be notified.

12. Liability

12.1 If the Renter puts a romper into use, this will be construed as evidence that it functions properly and does not show any defects.

12.2 If the Renter doubts the safety of the romper, they must immediately contact Red Orka.

12.3 The Renter uses the romper at their own risk.

12.4 Red Orka will not be liable for any damage or harm suffered by the Renter as a result of using the romper, save in the case of wilful conduct or deliberate recklessness on the part of Red Orka or for damages that cannot be excluded on the grounds of mandatory statutory provisions.

12.5 The Renter will be responsible for communicating any defects and/or damage to the romper in good time.

13. Amendments

13.1 Red Orka reserves the right to change the costs of a Subscription. Changes will be communicated to the Renter via e-mail at least one month before the effective date. The Renter will not be permitted to terminate (ontbinden) the Subscription due to a price change, unless the change takes place within three months of the conclusion of the Subscription and the Renter a consumer is.

13.2 Red Orka has the right to unilaterally amend these General Terms and Conditions. Changes in the General Terms and Conditions will be communicated at least one month before the effective date by means of an announcement on the website www.red-orka.com and an e-mail to the Renter. If the amendment results in the Renter being provided with a performance which materially differs from the original performance, the Renter, who is a consumer, will have the right to terminate (ontbinden) the Subscription as of the date on which the amended terms and conditions come into effect.

13.3 Red Orka will at all times be entitled to transfer its claims against the Renter, of any nature whatsoever, to third parties.

13.4. The Renter may change the Subscription into a more expensive Subscription free of charge, in which case Red Orka will make an appointment and arrange the exchanging of the romper for a romper that is in line with the new Subscription. If the Renter wishes to downgrade their Subscription within six months of commencement of a Subscription, romper will be entitled to charge the costs of an Unjustified Swap for this.

14. Failure to fulfil obligations

14.1 Red Orka will be entitled to terminate the Subscription with immediate effect, either wholly or partially, or to cancel the Subscription by means of a written notice to the Renter if:

- the Renter fails to fulfil their obligations under the Subscription;
- the Renter applies for a provisional or definitive suspension of payments or is granted a provisional or definitive suspension of payments;
- bankruptcy or a winding-up petition is filed for in respect of the Renter or if they are put into bankruptcy or liquidation;
- the Renter is placed under guardianship or is allowed to participate in the debt restructuring scheme for natural persons;
- the Renter uses the romper contrary to the provisions in the General Terms and Conditions (e.g. the provisions in Clause 4);
- the romper or other goods of the Renter are attached, and this negatively influences the fulfilment of their obligations under the Subscription;

- the Renter, in the opinion of Red Orka , abuses the service offered by Red Orka;
- the Renter deliberately provides incorrect information to Red Orka, or
- the Renter otherwise should no longer be deemed able to fulfil the obligations under the Subscription.

14.2 The Renter has the right to immediately terminate the Subscription if Red Orka has repeatedly and/or seriously failed to fulfil its obligations described in the General Terms and Conditions. The foregoing does not affect the right of termination (ontbinding) of the Renter who is a consumer.

15. Privacy

15.1 Red Orka considers the protection of your personal data to be important. How we protect your personal data is explained in our Privacy Statement. This can be consulted at <https://www.red-orka.com/privacybeleid/>. Questions or remarks in this regard may be addressed to hello@red-orka.com.

16. Applicable law. Disputes

16.1 Dutch law applies exclusively to the Subscription and the General Terms and Conditions.

16.2 All disputes arising from or connected with the Subscription will only be submitted to the competent court of Amsterdam, except insofar as another court is competent pursuant to any mandatory provision.

www.red-orka.com Version 1.0 July 2021