



SPACEBUZZ

General terms and conditions Stichting SpaceBuzz Foundation

Article 1 – Definitions

1. SpaceBuzz Foundation: the foundation based in the Netherlands, operating under the name “SpaceBuzz,” responsible for the educational program and the deployment of the SpaceBuzz rocket vehicle.
2. Client: any individual or legal entity, school, company, or organization using the services of SpaceBuzz.
3. Assignment: the agreement between the client and SpaceBuzz regarding the offering of an educational program, the deployment of SpaceBuzz on location, or participation in an event.
4. Event: any celebration, fair, gathering, or business occasion where SpaceBuzz is used as an experience.

Article 2 – General provisions

1. Quotations and information provision

- a. Quotes from SpaceBuzz are based on the information provided by the client. The client warrants that to the best of their knowledge they have provided all essential information for the design, execution and completion of the assignment, including (but not limited to) documents, information and contacts necessary for the proper execution of the assignment.
- b. Quotes made by SpaceBuzz are without obligation. Quotations are valid for 30 days unless otherwise indicated. SpaceBuzz is only bound to the quotations if the acceptance is confirmed in writing by the other party within 30 days, unless otherwise indicated.
- c. The prices in the quotes mentioned are exclusive of VAT (or if otherwise indicated and according to the tax authorities applicable) and other government levies, as well as any costs to be made in the context of the order, including shipping and handling costs, unless otherwise indicated.
- d. If the acceptance (on mentioned points) deviates from the offer included in the quotation, SpaceBuzz is not bound by it. The order will then not be completed in accordance with this deviating acceptance, unless SpaceBuzz indicates otherwise.
- e. A composite quote does not oblige SpaceBuzz to perform part of the assignment at a corresponding part of the quoted price.
- f. Quotes do not automatically apply to future assignments.

Stichting SpaceBuzz Foundation - Laantje van Bruijn 27, 1262 AT Blaricum, The Netherlands
Chamber of Commerce: 69974268 – VAT: NL858087194B01 – IBAN: NL 18 ABNA 0249 0333 80

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2. Changes to the assignment and additional work.

- a. The client accepts that the time schedule of the assignment may be affected if the parties decide to change approach, method or scope of the assignment and the resulting work in the interim.
- b. If, due to the actions of the client, interim changes arise in the assignment execution, SpaceBuzz will make the necessary adjustments in consultation with the client. If this results in additional work, this will be charged to the client as an additional assignment. SpaceBuzz is entitled to charge the client for the additional costs of modifying the assignment.
- c. Notwithstanding paragraph 1, SpaceBuzz will not be able to charge additional costs if the change or addition to the assignment is due to circumstances that can be attributed to SpaceBuzz.

3. Ownership

- a. All (teaching) materials, designs, software, concepts, drawings and (digital) documents supplied or used by SpaceBuzz will remain the property of SpaceBuzz, unless otherwise agreed in writing.
- b. They may not be reproduced, published or made available to third parties without express written permission.

4. Liability and insurance

- a. The client declares to have read in advance the available fact sheet with technical and safety guidelines of the SpaceBuzz rocket.
- b. Client is responsible for obtaining the necessary permits, security and facilities such as power and space.
- c. SpaceBuzz is not liable for damages of any kind, arising because SpaceBuzz relied on inaccurate and/or incomplete data provided by the client.
- d. The liability of SpaceBuzz is at all times limited to the amount paid out under the liability insurance policy in the particular case.
- e. The client is responsible for taking out adequate insurance for their own activities, including participation in events or classes.

5. Rates and payment

- a. Unless otherwise agreed, all rates are exclusive of VAT and other taxes.
- b. Payment must be made within fourteen (14) days from day of invoice.
- c. In the event of late payment, the client is legally in default and SpaceBuzz may charge statutory interest and administrative fees.
- d. SpaceBuzz may suspend services in case of non-payment.

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6. Cancellation terms

- a. Cancellation of an assignment must be in writing.
- b. For cancellation within thirty (30) days prior to the agreed upon execution date, SpaceBuzz reserves the right to charge (partial) fees.
- c. For cancellation within fourteen (14) days prior to execution, the client will owe 100% of the agreed sum, unless otherwise agreed in writing.

Article 3 – Education and schools

1. The school will receive an educational program consisting of online modules (mission control), lessons taught by teachers and a visit from or to the SpaceBuzz rocket. If a physical visit is not desirable or possible, a virtual version of the program may also be chosen, with VR glasses delivered to school to experience the space journey digitally, or if otherwise as agreed in writing.
2. The school is responsible for providing adequate space, power and supervision during the visit.
3. The program can only take place if all instructions and conditions from SpaceBuzz have been met in advance.
4. SpaceBuzz is not responsible for damages resulting from improper use of the materials or instructions by the school.
5. SpaceBuzz is not liable for any form of damage, physical or material, resulting from participation in or attendance at the activities at school sites.

Article 4 – Events and corporate use

1. SpaceBuzz will fulfill the agreed upon services to the best of its ability. All efforts are in good faith, but do not constitute an obligation of results.
2. International deployment of SpaceBuzz is subject to the same terms and conditions as within the Netherlands, unless expressly agreed otherwise in writing.
3. SpaceBuzz is not liable for damages arising from use of the vehicle, including in the case of different infrastructure or regulations abroad.

Article 5 – Subsidies, sponsorship, and donations

1. Income from subsidies, sponsorships, or donations is used solely for educational or social goals, in line with the funder's wishes and the foundation's mission.
2. Sponsorship agreements will be documented. Clients must maintain transparency towards SpaceBuzz.

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Article 6 – Final provisions

1. Force majeure

- a. The parties shall not be required to comply with any obligation if they are prevented from doing so as a result of a circumstance for which they cannot be blamed and which is not for their account by virtue of the law, a juristic act or generally accepted practice.
- b. In these general conditions, force majeure shall include, in addition to its definition in law and case law, all external causes, foreseen or unforeseen, over which the contractor cannot exercise any control, but which prevent the contractor from fulfilling his obligations. This shall include strikes at the Contractor's company, illness and/or disability.
- c. The Contractor shall also be entitled to invoke force majeure if the circumstance preventing (further) performance occurs after the Contractor should have fulfilled its obligations.
- d. The parties may suspend the obligations under the contract during the period that the force majeure continues. If this period lasts longer than two months, each of the parties shall be entitled to dissolve the assignment, without any obligation to pay damages to the other party.
- e. Insofar as the contractor has already partially fulfilled his obligations under the order at the time of the commencement of force majeure or will be able to fulfil them, and the part fulfilled or to be fulfilled respectively has independent value, the contractor shall be entitled to dissolve the

2. Other

- a. All information and materials provided under confidentiality shall remain confidential.
- b. Security regulations as prepared by SpaceBuzz are an integral part of these terms and conditions. The client declares to have taken note of them and to comply with them.
- c. All services provided by SpaceBuzz are governed by Dutch law, regardless of the location of performance.
- d. Disputes are preferably resolved by mutual agreement. If this fails, the dispute will be submitted to the competent court in Central Netherlands.
- e. Applicable is always the last filed version of the terms and conditions as they were at the time of the conclusion of the contract.
- f. These terms and conditions are available at www.spacebuzz.earth. The last filed version or the version valid at the time the order was made shall always apply.
- g. This is a translation of the general terms & conditions in Dutch which remain binding.

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