

HIRE-PURCHASE AGREEMENT

I, the undersigned(s)

Address

.....

BSN number:

Bank account (SEPA)T.n.v.

Hereinafter referred to as BUYER and Strikinstrumentenshop.nl established in The Hague, Van Weede van Dijkveldstraat 93, Chamber of Commerce Nr.58430547, hereinafter referred to as SELLER, agree the following:

Article 1.

Subject

The SELLER gives to the BUYER in hire purchase the following:**"Instrument"**, for the price of €.....,- say **euro** including VAT. This includes € 25,- administration costs. The full hire purchase price will have to be paid as stipulated in this agreement.

Article 2.

Delivery and ownership

The instrument will be on or about be transferred to BUYER. The SELLER shall remain the owner of the Instrument until the BUYER has paid the full hire purchase price, plus all that it owes to SELLER under this agreement.

Article 3.

Lease purchase terms

The hire purchase price mentioned in article 1 will have to be paid by the BUYER in monthly installments of €,- sedge euro. The BUYER is at all times entitled to pay one or more subsequent instalments in whole or in part in advance. The first instalment must be paid in the first calendar month, after the object of hire-purchase has been transferred to the BUYER or has been placed in his actual power, in such a way that Strikinstrumentenshop.nl has received that payment (and subsequent monthly installments) no later than the last day of the month in question.

Article 4.

Payment method

Payments must be made by monthly transfer. For payments that have not been received, which the BUYER must make according to this agreement, BUYER authorizes Strikinstrumentenshop.nl direct debit and will cooperate fully with Strikinstrumentenshop.nl to this end. If direct debit is or will be impossible, the BUYER is without prejudice liable for the timely payment of the monthly installments.

Article 5.

Buyer's obligations

5.1 As long as the BUYER has not yet paid the hire purchase price and any additional costs under this agreement in full, he will not, unless with the written consent of the SELLER, transfer ownership of the Instrument or entrust it with a right in rem.

5.2 The BUYER shall refrain from directly or indirectly contesting the property rights belonging to the SELLER

Article 6.

Transfer of ownership

The BUYER acquires ownership of the Instrument as soon as it has paid all that it owes or will become owed under this agreement. For this transfer of ownership, SELLER will, after the expiry date, provide proof of ownership.

Article 7.

Force majeure

7.1 SELLER is not liable for the non-execution, incorrect or late performance of its obligations under the Agreement, if this is the result of Force Majeure in the broadest sense of the word.

7.2 Force majeure is hereby understood to mean: any circumstance independent of the will of the SELLER in any country or place in the world, as a result of which the fulfillment of obligations towards BUYER is prevented in whole or in part, whether temporarily or not, or as a result of which the fulfillment of obligations cannot reasonably be required of SELLER, such as, but not limited to, government measures; refusal, revocation, revocation or prohibition of use of permits, exclusion, forced total or partial cessation of the business; frost; Threat; fire; release of hazardous substances or gases; problems with transport; accidents; labor unrest; lack of staff; seizure; the (temporary) total or partial absence of (timely) delivery of goods and the provision of services by third parties (including all (legal) persons who are not parties to the Agreement) for whatever reason; defects and malfunctions of/in machinery; installations and/or (embedded) software and (electronic) data processing.

7.3 If the SELLER is prevented by Force Majeure from fulfilling its obligations, the SELLER has the right to extend the delivery time by the duration of the Force Majeure, or to dissolve the Agreement, insofar as it has not yet been executed, and to demand payment in respect of the part that has been delivered, without being obliged on the part of the SELLER to pay any compensation to the BUYER.

Article 8.

Cessation

8.1 If the BUYER fails to fulfil one of its obligations under this or any other Agreement towards the SELLER, or is subject to serious doubts as to whether it can fulfil its obligations under the Agreement, the SELLER is entitled to suspend the Agreement in whole or in part by written notice without notice of default and/or judicial intervention with immediate effect and after notice of default in law or extrajudicially (by registered letter or bailiff's warrant), without prejudice to all other rights of the SELLER, in particular the right to full compensation, including all costs in and out of court.

8.2 For the consequences of suspension in accordance with the previous paragraph, SELLER shall not be liable to BUYER and/or third parties.

8.3 The same possibilities and rights as referred to in Article 8.1 shall be vested in the SELLER if:

- BUYER or, if applicable, any asset of the BUYER applies for bankruptcy or (provisional) suspension of payment, or is placed under administration, management or receivership pursuant to statutory provision;
- SELLER or third parties apply for bankruptcy or (provisional) suspension of payments, receivership, management or receivership;
- BUYER is declared bankrupt and the receiver defaults on payment of the monthly hire purchase term. The parties agree that the monthly lease purchase term is an estate debt;
- The goods or part of the goods of the BUYER are seized by execution or seized and are not lifted within 14 days;
- The BUYER is a natural person and dies and the heirs are in default of payment of the monthly hire purchase term;
- BUYER is a natural person and applies for debt restructuring within the meaning of the Natural Persons Debt Restructuring Act;
- BUYER is a legal entity and there is a change of control over the legal entity;

8.4 In the event of an event as referred to in this article, all claims, including any claims for compensation for damage and costs, from the SELLER to the BUYER shall be immediately and in full due and payable.

8.5 If the SELLER cannot reasonably be required to fulfil one or more of its obligations in connection with Force Majeure, it has the right to dissolve the Agreement in whole or in part by registered letter without judicial intervention or to suspend the execution thereof in whole or in part, without being obliged to pay any compensation.

8.6 BUYER is not entitled to dissolution. In cases where this waiver of rights is not permitted, the BUYER is only entitled to dissolution after payment to the SELLER of all moment to SELLER, whether or not due and payable, amounts due, including compensation.

Article 9.

Effects of Termination

9.1 In the event that the agreement is terminated as referred to in Articles 8.2 and 8.3, the BUYER undertakes to cease and desist from the use of the Instrument with immediate effect and in any way whatsoever, on the understanding that there will in no way be any use of the Instrument within **seven** days at the latest after service of the judgment by which the hire-purchase agreement has been dissolved or by which it has been declared that the lease has been dissolved or by which the return of the Instrument has been ordered.

Article 10.

Fine

In the event of default of payment to the SELLER, the seller has the right to claim the outstanding amount immediately. An outstanding amount is not only understood to mean the monthly installment (s) that the BUYER has not paid on time, but also the monthly installments that the BUYER should have paid if the BUYER correctly fulfilled the agreement. In the event of a violation of the provisions of Articles 5, 8, 9 and 10, the BUYER shall forfeit to the SELLER an immediate and suddenly due and unpayable and non-compensatory fine of **€ 10,-** for each violation or for each day or part thereof that the prohibited conduct lasts. This fine does not affect (any) claims for full compensation and any other rights under this agreement.

Article 11.

Liability

11.1 Except in the case of intent or gross negligence on the part of the SELLER, the SELLER can in no way be held liable for any damage of any nature whatsoever, directly or indirectly, as a result of the use or inability to use the Instrument by the BUYER and/or third parties. BUYER indemnifies SELLER against all claims of third parties for whatever reason related to or arising from the use of the Instrument.

11.2 Insofar as the BUYER's failure to comply with its contractual or legal obligations results in the SELLER becoming liable towards third parties, the BUYER hereby indemnifies the SELLER against all consequences of this liability.

11.3 The BUYER is liable for all direct or indirect damage that the SELLER or third parties may suffer as a result of the shortcoming or unlawful act of the BUYER. This damage includes, but is not limited to: (in)direct, incidental, consequential and business loss and costs. BUYER indemnifies SELLER with regard to any claims by third parties.

Article 12.

Damage/Insurance

12.1 BUYER shall hold the Instrument at its own expense and risk. BUYER undertakes to adequately insure the Instrument with a company of its own choice.

12.2 When entering into the insurance contract or at least as soon as possible, the BUYER is obliged to notify the SELLER of the SELLER's ownership and to provide proof of this to the SELLER.

12.3 The BUYER guarantees that an insurance has been taken out by it, insofar as it is required by law with regard to the Instrument and that this insurance will remain in force for as long as the SELLER can assert rights to the Instrument. The BUYER undertakes to indemnify the SELLER at first notice for the

adverse consequences that may result from neglect of this guarantee for the SELLER due to claims from third parties.

12.4 The BUYER undertakes to use any damage compensation, concerning the Instrument, for repair or replacement of the Instrument.

12.5 BUYER is obliged to report the destruction or loss of the Instrument to the SELLER. SELLER has a lien on the claim that replaces the Instrument. This lien ends if the BUYER provides equivalent replacement security.

12.6 The BUYER is obliged to provide the SELLER with one or more experts to be appointed by them the opportunity to examine the Instrument, without being obliged to admit it to his home or yard.

12.7 THE SELLER is not obliged to any guarantee or indemnity and is not liable for damage caused by or from the delivery or use of the Instrument.

Article 13.

Final provisions

13.1 In view of the almost continuous and often unforeseeable changes in Dutch consumer law due to new or amended European directives and European case law, the parties agree that if a provision in this agreement is null and void or voidable in the opinion of the competent court, the other provisions of this agreement will remain in full force and effect. The parties will negotiate reasonably and equitably and try to agree on an enforceable alternative provision that approximates the null and void, or at least voidable provision, as much as possible in order to replace the provision that was deemed invalid or unenforceable. If these negotiations do not lead to an agreement on the amendment of the contested clause, the most reasonable party will request the court on the basis of Article 6:258 of the Dutch Civil Code to change the consequences of the agreement or to dissolve the agreement in part or in full, if necessary with retroactive effect

13.2 This agreement is subject to Dutch law. All disputes that may arise as a result of this agreement or further agreements will be submitted exclusively to the competent court in Rotterdam, unless the law declares another court competent.

13.3 The parties will use the Dutch or English language for messages regarding the agreement.

Thus drawn up and signed in duplicate, at on.....-.....20.....

Signature
SELLER

Signature
BUYER