

GENERAL TERMS AND CONDITIONS OF SALE, DELIVERY AND PAYMENT

OF

de besloten vennootschap

**Easydek Beschermtechniek B.V.
Centurionbaan 100
3769 AV Soesterberg
The Netherlands**

registered at the Chamber of Commerce under number 30204006

OCTOBER 2019

ARTICLE 1: APPLICABILITY

a. These terms and conditions apply to all offers, sales and deliveries by Easydek Beschermtechnik B.V. (Chamber of Commerce registration no. 30204006) hereinafter referred to as Easydek, to a third party, to all activities executed by Easydek by order of a third party, and to all agreements in the broadest sense of the word entered into by Easydek with a third party.

b. These terms and conditions apply in and outside the Netherlands, regardless of the place of residence or registered office of the parties involved in any agreement, and regardless of the place where the agreement has come about or should have been implemented.

c. If the other party applies other general terms and conditions such as purchase conditions, these will not bind Easydek, these will not apply and are hereby expressly rejected by Easydek.

d. Any deviation from these terms and conditions used or allowed by Easydek at any time to the benefit of the other party can never be construed as the latter's right to appeal to it later or to claim the application of such deviation for them as an established fact.

e. If the other party takes note or could have taken note of these general conditions in another language than the Dutch language and differences in interpretation arise from the respective versions, the Dutch version will prevail over the version in the foreign language, unless Easydek expressly waives this in writing.

ARTICLE 2: OFFERS

a. All offers and quotations are non-committal, unless explicitly stated otherwise. They have been made to the best of Easydek's knowledge and are based on data that may have been provided on the request for an offer.

b. The specifications provided by Easydek on websites, in images, websites, multimedia, catalogues, brochures or drawings or in any other way with respect to size, capacity, performance, colour, material structure, finish or results should be regarded as having been provided as estimates and as having been provided non-committally.

Easydek is not held to comply with these specifications and therefore does not accept any liability for any incorrectness in these data.

ARTICLE 3: ORDERS/AGREEMENTS

a. An order is understood to mean: every agreement with Easydek, regardless of whether it undertakes to execute activities or make staff, material or space available or carry out any other performance whatsoever, in the broadest sense.

b. All agreements entered into with Easydek will only become binding upon a written confirmation by Easydek or due to Easydek having commenced the execution of the order. Any supplements or changes to the afore-mentioned agreements will only become binding for Easydek after and in so far as these have been accepted and confirmed in writing by Easydek. The other party will be deemed to have accepted changes or supplements to agreements entered into with Easydek, if the other party has not objected in writing against these changes and/or supplements within eight days after it has or could have taken cognizance of these changes and/or supplements. The other party is deemed to have knowledge of the said changes and/or supplements and to have accepted these at the moment at which Easydek has commenced the activities to which these changes and/or supplements are related.

Only the Board of Directors and possibly those explicitly authorised by the Board of Directors to enter into agreements on behalf of Easydek are allowed to do so.

c. Unless explicitly agreed on otherwise in writing, Easydek is entitled at all times to have part of the order or the entire order executed by a third party, on the understanding that these terms and conditions also apply in the favour of this third party, provided that Easydek authorises such

third party in writing – even afterwards, if necessary – to appeal to these terms and conditions without this authorisation causing any obligations for Easydek.

ARTICLE 4: LIABILITY

a. Except for the provisions of Article 9 of these terms and conditions, Easydek is not liable for any damage caused either directly or indirectly by the items delivered – including extra work – not being in compliance with the agreement, unless this is due to Easydek's intent or gross negligence. Consequently, Easydek also does not accept any liability in the event of serious calamities, such as, but not limited to, fire, water damage and any outside contingency, such as war and earthquakes. The other party indemnifies Easydek against all claims by third parties in this respect.

b. If Easydek should be liable for any other reason for any damage under the agreement, the damages payable will not exceed the invoice amount (exclusive of value added tax) with regard to the respective goods and/or services, with a maximum of EURO 2.000.00 (in words: two thousand euros).

c. A claim under these terms and conditions does not suspend the other party's payment obligation towards Easydek.

ARTICLE 5: PERIOD AND LOCATION OF DELIVERY

a. The periods of delivery mentioned in the offers, confirmations and contracts are to the best of Easydek's knowledge and will be complied with as much as possible, but they are not binding for Easydek.

b. If these periods are exceeded due to whatever cause, the other party will not be entitled to damages, dissolution of the agreement or non-compliance with any obligation arising for them from the respective agreement or from any other agreement whether or not connected with this agreement.

c. If the delivery period is exceeded by a wide margin, at the discretion of Easydek, Easydek will enter into further consultation with the other party.

d. Delivery is ex Easydek company or any other location to be decided by Easydek.

e. If goods sold or services offered by Easydek are not accepted after they have been offered to the other party, they will be available to the other party for a maximum period of three weeks. Throughout this period, the goods are stored for the other party's account. After the period mentioned above, the total amount that would be payable for purchase or compliance, increased with the costs and interest, could be claimed from the other party, even without delivery of the said goods or services. The payment will then be deemed made as damages to Easydek.

f. If the other party does not comply with any obligation arising from this agreement or any other agreement connected with the order or does not do so in time, Easydek, upon informing the other party in writing that he is default, without judicial intervention, will be entitled to suspend the execution, without Easydek being held to pay any damages.

ARTICLE 6: TRANSPORT AND TRANSPORT RISK

a. The choice of the means of transport is for Easydek to decide.

b. The transport of the goods ordered with Easydek is for the other party's account.

c.1. As from the moment of dispatch, all goods ordered from Easydek travel at the other party's risk. Also if costs of carriage to the delivery address have been agreed on, the other party will be liable for any damage sustained during transport.

c.2. All the correspondence conducted by and on the part of Easydek with the other party and/or with third parties on behalf of the other party, is from the moment of dispatch at the risk of the other party, irrespective of the delivery conditions relating to the goods and/or services to be delivered by Easydek as agreed with the other party. The other party must ascertain that the correspondence derives from Easydek. Easydek cannot be held liable in any way by, and/or on the part of, the other party for damage and/or changes to and/or corruption of the content of the correspondence sent by or on the part of Easydek. Nor can Easydek be held liable in any way by or on behalf of the other party in connection with improper use of personal data by the carrier, the fact that it has become clear that the carrier secured these data insufficiently and/or did not destroy these data on time.

d. In the event that Easydek takes care of the transport of the goods, then they will only be delivered on the vehicle used by and/or on behalf of Easydek to a place easily accessible to Easydek at ground floor, near or at the delivery address, such at the discretion of Easydek. Unless expressly agreed otherwise, the other party shall ensure that the goods are unloaded. The transfer of the goods will then take place on leaving the means of transport.

If the other party is not present at the time of delivery, or appears unable to take delivery of the goods, or otherwise fails to take delivery of the goods, Easydek has the right to convert the delivery into an obligation from the other party to collect at the address indicated by the carrier, after the latter has informed the other party of this by leaving a written notice.

e. At arrival or receipt of the goods, the other party has to check the condition of the goods. If it then becomes apparent that the goods or materials have sustained damage, he has to take all measures to obtain damages from the carrier. By signing the receipt provided by or on behalf of Easydek, the other party declares he has received the goods in good condition.

ARTICLE 7: PRICES AND COSTS

a. Easydek fixes a price or fee for every order individually. This price or fee is exclusively intended as the amount to be paid for the performance to be executed by Easydek, including the normal costs involved. The prices mentioned in the offer are based on the cost price factors, such as, but not limited to; rates, wages, taxes, rights, expenses, cargo et cetera then known. In the event of an increase of any of these factors, Easydek will be entitled to change the offered (selling) price accordingly.

b. Therefore, the price or fee does not include any levies imposed by the government, and/or other authorities, including fines, insurance premiums etc.

c. Easydek is entitled to demand down payments, or a deposit or security (in the form of a bank guarantee) in advance.

d. Easydek reserves the right to charge travel and/or shipping costs.

ARTICLE 8: TERMS AND CONDITIONS OF PAYMENT

a. Unless explicitly agreed on otherwise in writing, payment of invoices sent by Easydek must be made within 8 (eight) days upon invoice date, without deduction of discounts and without any form of compensation.

b. Easydek is entitled to charge a late payment surcharge of at least 2%, but only if this is explicitly stated on the invoice. This surcharge may be deducted from the invoiced amount if the invoiced amount is paid within 8 days of the invoice date.

c. All payments, without deduction or settlement of debt, are to be made at the offices of Easydek or into a bank or giro account to be designated by Easydek.

d. Discounts can only be granted upon mutual consultation between Easydek and the other party. Unless explicitly agreed on otherwise in writing, these are one-off discounts. With subsequent transactions no appeal can be made to previous discounts.

ARTICLE 9: COMPLAINTS

a. Any complaints about the delivery of goods, the services provided and invoice amounts, must be submitted to Easydek in writing by registered letter within 8 (eight) days upon receipt of the products, services or the respective invoices, with the facts to which the complaints are related carefully stated. The other party's right to complain lapses with respect to the goods and/or services used, edited and/or processed by or on behalf of the other party.

b. Complaints with regard to the conditions in the present terms, as among other things stated in the Burgerlijk Wetboek (Civil Code), article 6:233 sub a. (nullity with regard to one or more conditions on the ground of being onerous beyond reason), should as well be lodged with Easydek within eight days after reading the present terms or the moment by which these terms could reasonably have been read, in writing and registered with a detailed specification of the facts the complaints refer to. The right to lodge a complaint shall be due the moment the agreement has been made. The other party shall renounce to appeal afterwards to one or more of the conditions in the present terms as being onerous beyond reason, insofar as the conditions considered as being onerous beyond reason, if any, have not been made imperative by the law.

c. If the complaints submitted do not comply with the provisions above, they can no longer be received, and the other party will be deemed to have approved the delivered goods and/or performed services. If in Easydek's opinion a justified complaint has been submitted, it will have the right to pay to the other party a sum in damages to be decided in mutual consultation, or to proceed to making a new delivery while keeping the current agreement unchanged, under the other party's obligation to return to Easydek the incorrect or faulty good(s) delivered carriage paid, at the discretion of Easydek.

d. Easydek will only be held to take cognizance of complaints submitted, if at the moment at which the complaints are submitted the other party involved has integrally complied with all its existing obligations towards Easydek, regardless of what these obligations consist of and from whatever agreement they arise.

e. Return shipments insufficiently packed or bearing insufficient postage will be refused by Easydek. All return shipments from the other party are for their account and risk.

ARTICLE 10: CANCELLATION/DISSOLUTION AND SUSPENSION

a. If the other party is or remains in default in any way with respect to complying with its obligations regarding deliveries or activities executed or to be executed by Easydek previously, or pursuant to other obligations, Easydek has the right to suspend its obligations towards the other party or to cancel/dissolve the underlying agreements in whole or in part, without being held liable by the other party in any way and without prejudice to the rights to which Easydek is entitled. Easydek will also have this right, if the other party is declared bankrupt, has petitioned for suspension of payment, the Debt Rescheduling Private Individuals Act (Wettelijke Schuldsanering Natuurlijke Personen – WSNP) is declared applicable, other forms of debt supervision or winding-up of the company or business activities occurs, or if – to the standards of Easydek – these circumstances threaten to occur. All claims Easydek has on the other party will then be immediately due and payable.

b. If the other party wishes to terminate/cancel the contract(s) that it has entered into with Easydek, then Easydek is also entitled to demand fulfilment of the contract(s) entered into; or, at the discretion of Easydek, the other party will owe termination costs of 100% of the agreed market value or transaction value and, on cancellation, will owe cancellation fees of at least 30% of the market value or the transaction value, all of which also at the sole discretion of Easydek.

ARTICLE 11: COMPENSATION IN THE CASE OF NON-PAYMENT OR LATE PAYMENT

If payment of the invoices sent by Easydek has not taken place within 8 (eight) days upon invoice date, the other party will be deemed to be legally in default and Easydek will have the right to charge to the other party interest on the full payable amount as from the expiry date equal to the statutory interest rate with a minimum of 1% per month or a part of this, without prejudice to the other rights to which Easydek is entitled, including the right to recover all costs under the claim, both court costs and extrajudicial collection costs, the latter of which are fixed in advance at 15% of the amount to be claimed, with a minimum of EURO 250,00 (in words: two hundred and fifty euros), all of the above without notice of default.

NB: There where the legislator has established by law the extrajudicial collection costs to be passed on to the other party, the other party is held to pay extrajudicial collection costs pursuant to the respective provisions of the law.

ARTICLE 12: RETENTION OF TITLE

a. As long as the other party has not made full payment to Easydek for goods, parts and installations delivered to him by Easydek and/or activities executed for him by Easydek, these goods and/or materials, which are for the other party's account and risk, will remain the undisputed property of Easydek.

b. If a other party does not comply with any obligation from the agreement with respect to the goods sold and/or activities executed, Easydek, without any notice of default being required, has the right to take the goods or materials back, in which case the agreement will be dissolved without any judicial intervention, without prejudice to the right of Easydek to claim compensation at law or extra judicially for any damage suffered or yet to be suffered by Easydek, including loss suffered, lost profit, interest, transport costs etc.

c. Easydek reserves the right to actually retain goods, tools, materials, vehicles, money, negotiable instruments, (financial) documents et cetera which it has obtained from the other party under whatever title, until the other party has fully complied with its financial and other obligations towards Easydek.

d. For transactions with a other party established in a country where prolonged retention of title applies, Easydek has the right to declare the prolonged retention of title as it applies in the respective country applicable at any moment of its choosing.

ARTICLE 13: FORCE MAJEURE

a. In the event of force majeure Easydek is no longer held to comply with its obligations towards the other party. Force majeure includes such events and situations which have a clearly identifiable and direct influence on the company Easydek, such as, but not limited to, serious interruptions of its production process, war (also outside the Netherlands), riot, epidemic, fire, traffic disruption, strike, exclusion, loss or damage during transport, accident or sickness among its staff, import restrictions or other limitations imposed by governments etc. Easydek will be discharged from its obligations, regardless of whether force majeure occurred in its own company or elsewhere, such as in the companies of suppliers, carriers, wholesalers etc..

b. In the event of impediments to executing the agreement due to force majeure, Easydek will be entitled, without judicial intervention, to suspend the execution of the agreement for a period not exceeding six months, or to dissolve the agreement in whole or in part, at the discretion of Easydek. The other party will receive a written notice of such decision made by Easydek.

ARTICLE 14: INTELLECTUAL PROPERTY RIGHTS, DESIGN PROTECTION

a. The Intellectual property rights of all products manufactured by Easydek (for the benefit of the other party), services provided etc. belong to Easydek. Use or alternative use of these rights, designs and/or ideas of Easydek is strictly prohibited, unless Easydek has granted explicit

approval in writing and all conditions stipulated by Easydek in this respect have been fully complied with.

b. If the other party does not comply with the provisions as set out under 14a, Easydek will be entitled, without any further notice of default and/or judicial intervention being required, to claim a fine of at least EURO 11,500 (in words: eleven thousand five hundred euros) per day or a part thereof as long as this non-compliance continues.

ARTICLE 15: GUARANTEES

a. Easydek will exclusively grant a guarantee in accordance with the provisions of the guarantee clause, if and insofar such provisions have been delivered together with the products. In such cases, the guarantee will only take effect after the other party has informed Easydek of its request in writing by registered letter.

b. If a guarantee is provided by Easydek but if no guarantee clause has been provided, the guarantee term will not exceed six months after delivery of the respective goods. The other party will also need to inform Easydek of its request in writing by registered letter.

c. The guarantee includes repair or replacement of the goods delivered or full or partial credit of the disputed goods, this at the discretion of Easydek. Outside contingency can never lead to Easydek being held to provide any guarantee.

d. The goods taken into repair by Easydek reside in all cases at the risk of the other party. This also complies to a therefore engaged third party by Easydek.

ARTICLE 16: CONSIGNMENTS ON APPROVAL

Only upon prior written confirmation by Easydek to the other party, the goods delivered by or on behalf of Easydek can be considered consignments on approval for shows, exhibitions, trade fairs and/or other purposes to be indicated by Easydek.

These general terms and conditions also fully apply to goods on approval and on consignment.

ARTICLE 17: APPLICABLE LAW AND COMPETENT COURT

a. All offers, assignments and contracts to be entered into with Easydek are governed by Dutch law. Nevertheless, Easydek is at liberty to be able and entitled to rely at any time on the applicable law of the country in which the other party is established. In such a case, contrary to the provisions set out under b, the dispute will be submitted to the court that is competent *ratione materiae* in the other party's jurisdiction. If the nature of the transaction(s) so warrants, Easydek is able and entitled to rely at any time on the Vienna Sales Convention. It is not necessary for Easydek to notify the other party of its choice in advance.

b. All disputes will be submitted to the District Court of Midden-Nederland that is competent *ratione materiae* or to another competent judicial authority, at the discretion of Easydek.

c. If any article or paragraph of these general terms and conditions becomes invalid, the other articles will remain valid.

c. In the event that other party is summoned by a third party at another court and / or under another jurisdiction, other party hereby waives the right to summon Easydek in indemnification before that court and to that law, so that the the jurisdiction of the court and law chosen by a by Easydek in any case will have the upper hand.

d. Any article or sub-article of the present general terms and conditions becoming void shall not affect the validity of other articles.

CONCLUDING PROVISIONS:

These terms and conditions have been prepared and filed for the benefit of Easydek by [De Incassokamer B.V.](#) and have come about under the applicability of its current and future general terms and conditions of sale, delivery and payment, with due observance of Book 6, Title 5 Section 3 of the Dutch Civil Code.

These general terms and conditions are also subject to the © copyright of De Incassokamer B.V.