

## Article 1. General

1. These conditions apply to every offer, tender and agreement between 2DOBOARD B.V. , hereinafter referred to as "User" , and a Party on which User this conditions has declared , in case the parties haven't expressly and written deviated from these conditions.
2. These conditions also apply to agreements with User in which third parties are by User involved at the execution.
3. These general conditions are also written for the employees of User and its management .
4. The applicability of any purchase- or other conditions of the other Party is explicitly rejected .
5. If one or more provisions of these terms and conditions at any time wholly or partially declared invalid or voided the other parts of this conditions still apply in full . User and the other Party will then discuss new rules to replace the invalid or unenforceable provisions to be agreed, taking as much as possible the purpose and intent of the original provisions are observed .
6. Where uncertainty exists regarding the interpretation of one or more provisions of these terms and conditions, explanation needs to take place in the spirit of these terms and conditions
7. When a situation arises which is not covered by these general conditions, this situation should be assessed in the spirit of these terms and conditions.
8. If User does not require strict compliance with these conditions it does not mean that the terms and conditions do not apply , or that the User would lose the right to ask for strict compliance with the terms and conditions in other situations.

## Article 2 . Offers and Deals

1. All bids and offers of User are non-committal, unless a deadline for acceptance of the offer is made. A tender offer is void if the product on which the offer or the offer relates is not available in the meantime.
2. User can not be held to a bid or offer if the other Party can reasonably understand that the bids or offers , or a part thereof, is an obvious mistake or error.
3. Prices mentioned in a bid or offer are exclusive Taxes and other costs on the context of shipping and handling, unless otherwise indicated.
4. If the acceptance (either or not to subordinate items) deviates from the tender offer or the offer then User is not bound. The agreement is not in accordance with said deviating acceptance, unless User indicates otherwise.
5. A compound quotation shall not oblige user to execute part of the assignment against a corresponding part of the quoted price. Offers and tenders shall not apply automatically to future orders.

## Article 3. Duration of the Contract, delivery, implementation and modification of agreement

- 1 . The agreement between the User and the other Party is for an indefinite period , unless the nature of the agreement dictates otherwise or if the parties expressly agree otherwise in writing .
- 2 . The delivery times are indicative only. Late delivery will give the buyer no right to compensation or the right to cancel or terminate , unless the delay in delivery is such that the Buyer can not reasonably be expected to maintain the agreement. Buyer is then entitled to cancel or terminate the agreement the extent necessary.
3. In case a deadline have been exceeded the other Party needs to write this default to the User. User should be allowed a reasonable period to implement the agreement.
4. If user requires information from the other party for the performance of the contract , the implementation shall not start until the other party has provided the information accurate and complete.
5. Delivery of the products will be done at the time and place at which the products are ready for shipment to the buyer. Delivery will be made to the front door on the ground floor .
6. The other party is obliged to take the products at the time they are made available for the other Party.

In case the other Party doesn't refuse the products or fails to provide information or instructions necessary for the delivery, User is entitled to save the product on expense of the other Party.

7. User has the right to engage third parties for certain activities.

8. User is authorized to execute the agreement in phases and invoice each part separately.

9. If the agreement is carried out in stages, User can suspend the execution of the parts belonging to a following stage until the other party approved in written the results of the First stages.

10. If during the execution of the agreement it seems to be necessary for proper execution to change or supplement the agreement, parties will promptly and together decide to change the agreement. If the nature, scope or content of the agreement, whether or not at the request or direction of the Other Party or authorities et cetera, has been changed and the agreement is therefore changed qualitatively and / or quantitatively, this may have impact for what was originally agreed. As a result, the originally agreed price may be increased or decreased. User shall as far as possible do a quotation up front. By changing the agreement the initial period of implementation can also be changed. The other party accepts the possibility of changing the agreement, including the change in price and time of execution.

11. If the agreement is changed, including attachments, User is entitled to execute the agreement after there is given permission for the change by User and the other party, including the new timing of the execution of the agreement, the price and the conditions. Failure or delay of the implementation of the changed agreement does give the other party the right to terminate the contract. The User has the right to refuse a request to change the agreement if this could have impact on the quality or quantity of the agreement.

12. If the other party can not fulfill his part of the conditions he is liable for any damages (including costs) on the part of the User directly or indirectly.

13. If the User agreed a fixed price with the other party, User shall nevertheless be entitled at any time to increase the price without the other party being entitled to terminate the agreement, in case the increase in price is a result of any law or regulation or is a result of an increase in the price of raw materials, wages, etc., or is a result of other grounds that at the moment at which the agreement was made, it were not reasonably foreseeable.

14. If the price other than as a result of a change of the agreement exceeds 10% within three months after the agreement was made, then is only the other party that appeals to Title 5 Section 3 of Book 6 BW in his right to terminate the agreement in a written statement, unless User is still prepared to execute the agreement based on the original agreement or in case the price increase is a result of the law.

#### Article 4. Suspension, dissolution and termination of the agreement

1. User is authorized to suspend the fulfillment of its obligations or to dissolve the agreement, in case:

- The other party fails to meet its obligations under the agreement in full or on time;
- After the agreement has been made, user learns of circumstances there is a reasonable change that the other party will not fulfill its obligations;
- The other party at the moment the agreement has been made, is requested to guarantee the fulfillment of its obligations under the agreement and this security is not provided or insufficient security;
- In case the other user caused a delay and it can no longer be expected that User will comply with the agreement at the originally agreed conditions, the User is entitled to terminate the agreement.

2. Moreover is User entitled to terminate the agreement if circumstances arise of such a nature that fulfillment of the contract is impossible or if other circumstances arise of such a nature that the fulfillment of the agreement can not reasonably be required of the User.

3. If the agreement is dissolved, the user's claims against the other party are immediately due and payable. If user suspends fulfillment of his obligations, he shall retain his rights under the law and the

agreement.

4. If User decides to suspend or dissolve , he is in no way liable for damages and costs it incurred in any way .
5. If the dissolution is caused by the other party, User is entitled to compensation of damages, including the costs directly and indirectly.
6. If the other party of the contract does not comply with obligations and this failure justifies termination , User is entitled to terminate the agreement immediately without any obligation to pay any damages or compensation, while the other party is required to pay for damages or compensation.
7. If the agreement is terminated by the User, the User shall ensure, in consultation with the other party for the transfer of work still to be done to third parties. Unless the termination is accountable to the other party. If the transfer of the work caused additional user costs, they will be charged to the other party . The other party is obliged to pay these costs within the period mentioned.
8. In case of liquidation , (application of) suspension of payments or bankruptcy of the Other User, the user is free to terminate the agreement with immediate effect or to cancel , without any obligation to pay any damages or compensation. The user's claims against the other party become in this case due immediately.
- 9 . If the other party cancels an order in whole or in part , then the appropriate order or ready made things, plus the potential delivery costs and the space reserved for the execution of the contract will be charged to the Other Party.

#### Article 5. Force Majeure

1. User is not obliged to perform any obligation to the other party if he is hindered due to a circumstance that is not due to negligence , law , or legal action.
2. Force majeure is defined in these terms , in addition to what is included in the law and jurisprudence, all external causes, foreseen or unforeseen, that user can not exercise any influence but which prevents User to fulfill his obligations. Strikes in the company of the User or third parties included. User also has the right to appeal on force majeurs in case that the situation prevents (further) fulfillment of the contract occurs after the user should have fulfilled his obligation.
3. User may suspend the obligations under the contract during the period of the force majeure. If this period lasts longer than two months, each party is entitled to terminate the agreement without any obligation to pay damages to the other party.
4. Insofar user at the time of the occurrence of force majeure has been partially fulfilled or will fulfill its obligations under the Agreement, the User is entitled to charge the already performed or to be performed part separately. The other party is obliged to pay as if it were a separate agreement.

#### Article 6 . Payment and collection costs

1. Payments must be paid within 14 days after the start of the withdrawal period referred to in Article 13 paragraph 1.
2. Payment must be made without discount or compensation.
3. Payment can be made in (one of ) the way (s ) as specified during the ordering process.
4. If chosen for the advance payment option, User will deliver the goods only after the payment of the full price.
5. Users have the duty to report Inaccuracies in data supplied or specified payment immediately to the operator.

#### Article 7. Retention

1. All goods delivered by user in the context of the agreement remain the property of User until the other

user has all obligations under the User agreement (s ) properly implemented.

2. Goods delivered by user which are according to paragraph 1 property of User may not be resold and must never be used as payment.

3. The other party must always do everything that can reasonably be expected to ask to secure the ownership of User.

4. If third parties seize goods delivered subject to retention of title or wish to establish or assert rights to them then the other Party is obliged to immediately inform User.

5. The other Party is obliged to insure the goods delivered under retention of title against fire, explosion and water as well against theft and make this insurance policy available upon request to ensure user for inspection. Any payment of the policy is entitled to these amounts. Insofar as necessary, the other party commits against User in advance to grant to all that might be necessary or desirable in that context (appear) to have his assistance.

6. In Case user wishes to exercise his right as written in this article , the other party gives in advance unconditional and irrevocable permission to user and by third-parties to enter all sites and locations where user's property is located.

Article 8 . Guarantees, research and advertising, period

1. The goods supplied by the user meet the usual requirements and standards that can be used at the time of delivery made "reasonably and in which they are intended at normal use in the Netherlands. The guarantee in this Article shall apply to matters that are intended for use within the Netherlands. When outside the Netherlands , the other party must verify whether the use is suitable for use there and meet the conditions on which it asked itself. User can in that case set other guarantees and other conditions in respect of the goods to be supplied or work to be performed

2. The guarantee referred to in paragraph 1 of this Article shall apply for a period of seven days after delivery, unless agreed otherwise. If the guarantee provided by the user is a good produced by a third party then the guarantee is limited to that which is offered by the manufacturer of the case unless otherwise stated.

3. Any form of warranty is void if a defect was caused by or resulting from improper or inappropriate use or use after the expiration date, improper storage or maintenance by the other party and / or third parties without written permission of user, the other party or third parties have made changes to the cause or have tried to bring that other cases were confirmed that should not be attached or if they were processed or modified other than as prescribed. The other party is not entitled to warranty if the defect is caused by or arising from circumstances which user can not influence, including weather conditions (such as but not limited to; extreme temperatures or rainfall ) et cetera.

4. The other party is obliged to investigate immediately when the goods are made "available to him and the operations are performed. The Other Party has to examine whether the quality and/ or quantity of the item corresponds to what was agreed and meets the requirements of the parties have agreed to. Any visible defects must be notified in writing to User within seven days after delivery. Defects which are not visible immediately, have to be reported within fourteen days after discovery in writing to the User. The report must contain a detailed description of the defect, so that user is able to respond adequately. The other party must give User the opportunity to do research into the complaint.

5 . If the other party complains on time, this will not suspend its obligation to pay. The other party remains obligated to accept and pay for the ordered goods in that case.

6. If a defect notification is made to late, the other party is not entitled to repair , replacement or compensation.

7. If it is determined that a case is weak and other party complained about this in time then User will,

within a reasonable time after the return is received, at the choice of user: replace, repair or replacement fee to the other party. In case of replacement the other party is obliged to return the replaced good to user and to provide ownership to User, unless user indicates otherwise.

8. If it is established that a complaint is unfounded, the costs it incurred, including research costs , on the side of User, are for the account of the other party.

9. After the warranty period, all costs for repair or replacement , including administration , shipping costs and drive, will be charged to the other party.

10. Notwithstanding the statutory limitation periods, the limitation period for all claims and defenses against the User and third parties involved in the execution of a user agreement is one year.

#### Article 9. Liability

1. If User is liable, this liability is limited to what is written in this article.

2 . User is not liable for damages of any kind, created because User used incorrect and / or incomplete data received by the other Party.

3 . If User for any damage, then the liability shall be limited to twice the invoice value of the order, at least that part of the order which the liability relates to .

4 . The User's liability is limited to the amount paid by his insurer, as appropriate in any case.

5 . User is solely responsible for direct damage .

6. Direct damage is only the reasonable costs incurred to establish the cause and extent of damage, where the establishment relates to damage in the sense of these terms , any reasonable cost to the poor performance of the User to answer, so far can be attributed to user and reasonable costs incurred to prevent or limit damage , insofar as the other party demonstrates that these expenses resulted in mitigation of direct damage within the meaning of these terms and conditions the agreement.

7. User shall never be liable for indirect damage, including consequential, lost profits, lost savings and damage due to business stagnation.

8. The limitations of liability contained in this Article shall not apply if the damage is due to intent or gross negligence of the user or his subordinates.

#### Article 10 . Transfer of Risk

1. The risk of loss, damage or loss is transferred to the other party at the moment things are brought into the power of the Other Party.

#### Article 11. Indemnification

1. The other party indemnifies the User for any claims by third parties who suffer damages in connection with the execution of the agreement and the cause of which is attributable to other than User.

2. If User is addressed by third parties, other user is obliged to assist the User immediately to do what was expected of him in that case. Helping both outside and in law and if the other party fails to take adequate measures, then User, without notice , is entitled to proceed. All costs and damages on the part of users and third parties , are for the account and risk of the other party.

#### Article 12. Intellectual property

1. User reserves the rights and powers which he is entitled under the Copyright and other intellectual property laws and regulations. User has the right to use the gained during the execution of a contract on his side knowledge for other purposes, provided that no strictly confidential information of the other party to the knowledge of third parties.

#### Article 13. Right of withdrawal

1. Buyer has the right to terminate the agreement without giving any reason within seven working days . This period starts on the day following the day the buyer receives the product by or on behalf of the buyer.
2. If the buyer of his right of withdrawal , he shall return the product with all delivered accessories and, if reasonably possible, to return in the original condition and packaging to 2DOBOARD B.V., in accordance with the reasonable and provided by 2DOBOARD B.V. clear instructions.
3. If the buyer makes use of his right of withdrawal , costs will not exceed the cost of returning the goods .
4. The amount paid by the buyer will be refunded by User as soon as possible , but no later than 30 days after the return or cancellation.
5. Provided in this article , the right of withdrawal does not apply in the case of custom- ordered and delivered products and nor for sealed items where the seal has been broken.

#### Article 14 . Applicable law and disputes

1. On all legal relationships to which User is a party, only Dutch law applies even if a contract abroad is wholly or in part, or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.
2. The judge in the place of User shall have exclusive jurisdiction judge , unless the law requires otherwise. User shall nevertheless be entitled to submit to the competent court according to the law.
3. Parties will only appeal to the court if they have made every effort to settle a dispute between themselves.