

GENERAL TERMS AND CONDITIONS OF SALE OF SMARTGOALS B.V.

Article 1 *Applicability*

1. These terms and conditions govern all our offers and all agreements entered into or to be entered into with us.
2. We explicitly reject the applicability of general terms and conditions other than the present terms and conditions, unless we have explicitly agreed to these other terms and conditions in writing. After our explicit written consent, the applicability of other general terms and conditions concerns only that one specific agreement.

Article 2 *Offers and order confirmations*

1. All our offers – oral, written or in any other form – are free from obligation and will lapse no more than 7 days after the date thereof, unless a different acceptance period has been agreed in writing. Agreements with us are not concluded by the acceptance of the customer. We are bound only after we have accepted the customer's order in writing by means of an order confirmation, or if we have already started the execution of the agreement.
2. Each agreement is entered into subject to the condition precedent that there is sufficient availability of the goods in question.
3. Possible or alleged inaccuracies in an order confirmation must, at the risk of forfeiting all rights, be reported to us in writing via registered post within eight (8) days of the date of the order confirmation.
4. In the event of writing, printing, calculation or any other errors, we are entitled to withdraw or change our offers, which right should be exercised by us immediately after the acceptance of our offer by the customer. If our correction leads to a significant price increase for the customer, which the customer cannot be expected to have been prepared for, the customer has the right to terminate the agreement in question.

Article 3 *Prices*

1. Save as otherwise specified, all of our prices are in euros and exclusive of VAT and shipping costs.
2. If, after the date of offer or the conclusion of the agreement, the exchange rates and suchlike fluctuate, the purchase cost or other costs relating to the agreement increase, or our storage facilities (have to) undergo changes, we will be entitled to increase the initially agreed prices accordingly, with due observance of any statutory regulations in this respect.

Article 4 *Delivery and shipment*

1. All deliveries take place ex works.
2. How goods are shipped, packaged, and transported is fully at our discretion, unless explicitly agreed otherwise in writing.
3. The shipping risks are at all times borne by the customer. The risk passes at the moment on which we surrender the goods to the transport provider for shipping.
4. When part of an order is ready, we have the choice to deliver this part or to wait until the entire order is ready. Invoices, relating to partial delivery, must be paid by the customer within the payment term.
5. As long as the customer continues to fail to pay one or multiple invoices after the due date, we are entitled to suspend all future deliveries until full payment has been received, without prejudice to our right to cancel the order(s) and claim compensation.
6. Specified delivery periods will under no circumstances be considered final deadlines. The mere exceeding of a term does not constitute a default on our part, nor does it entitle the customer to terminate the agreement in full or in part. In such case, the customer will not be entitled to compensation. In the event of late delivery, we must therefore be given a written notice of default, providing a reasonable term for performance. A reasonable term is a term that is generally considered to be reasonable in the industry.

Article 5 *Payment*

1. Payment must be made within thirty (30) days of the invoice date.
2. Payment by the customer must always be made in euros, without the customer being entitled to any discount, deduction or setoff, and without suspending its performance or making its performance conditional on any performance on our part.
3. We are entitled to request that the customer provides security for the performance of its obligations, especially with regard to payment of the purchase price. The manner in which security is to be provided is at our discretion. Non-compliance with a written demand to that effect gives us the right to immediately claim the purchase price, or to terminate the agreement, without requiring court intervention and without prejudicing our right to compensation.
4. In the event of late payment, we are entitled to charge an interest at the rate of one and a half percent (1.5%) per month on the full amount owed, to be calculated as from the expiry date until the day of payment in full, with part of a month counting as a full month.
5. The judicial and extrajudicial collection costs are for the account of the customer. The extrajudicial collection costs will be set at fifteen percent (15%) of the unpaid part of the principal sum, with a minimum of two hundred and fifty euros (€250).
6. All payments effected by or on behalf of the customer are first set off against any interest and costs owed before they are deducted from the principal sum.

Article 6 *Retention of title*

1. As long as the customer has not paid the full purchase price with possible additional interest and costs and a possible claim for compensation from us on account of an attributable failure on the part of the customer, or has not provided satisfactory security for payable amounts, we retain the right of ownership of the items.
2. The customer is entitled to dispose of the items in the usual manner employed for his operations. He cannot, however, pledge items for which we have retained the right of ownership or transfer such items by way of security.
3. If the customer, based on the existing situation, has to assume or foresees that he is no longer able, or will no longer be able, to meet his business obligations, he is no longer entitled to make use of the items. The customer will in this case notify us immediately and make the items available to us on request and without delay. The customer must immediately inform us in writing of any attachment or seizure of our items. The customer is obliged to take out and pay for insurance against risks including fire, explosion, burglary, and theft, and submit the relevant policies to us on request.
4. The customer is obliged, immediately on request by us, to cooperate in establishing a right of pledge on claims the customer has received or will receive from his customers by virtue of the reselling of items.

Article 7 *Warranties, complaints*

1. For a period of twelve (12) months, we warrant that items supplied by us are sound and comply with the requirements that are usually part of standard business practice in our industry. Minor deviations in terms of quality, colour, weight, etc. that are deemed acceptable in general business practice do not constitute grounds for complaint.
2. The customer is required to inspect the items immediately upon delivery.
3. Complaints will only be handled if we receive them by registered post within eight (8) after delivery of the items in question. If defects are not immediately observable on delivery, a term of eight (8) days after which the defect could have reasonably been discovered applies.
4. If the complaint is found to be justified, we retain the right to redeliver the items subject to complain or, insofar as possible, to replace them by other items that are similar.
5. If a complaint is considered justified, we will always repair the construction, material and manufacturing defects inasmuch as possible or wholly or partially withdraw the delivered item(s) and replace it with new item(s), such at our discretion, without the customer being able to claim anything from us in this matter. Should performance no longer be possible, we can only be held liable up to an amount equal to the value of the delivery. Any other or further liability on our part is expressly ruled out, except for intent or willful recklessness.

6. The aforementioned warranty does not cover defects that occur during or are wholly or partially caused by:

- a. normal wear and tear;
- b. improper/inappropriate use or use contrary to that for which the item concerned is suitable;
- c. improper or incorrect maintenance;
- d. changes or repairs made and/or performed by or on behalf of the customer or by third parties;
- e. intentional acts or willful recklessness by the customer.

7. We are not obliged to warrant any items, however named, if and for as long as the customer fails to properly perform, on time, any obligation concerning these items that might follow from its relationship with us.

8. Any warranty obligations on our part also lapse if and as soon as items delivered by the customer are disposed of, treated or processed, or if and as soon as changes are made to it, all except with our prior written permission.

9. The customer must at all times ensure that all complaints are properly substantiated, sending along all proof required to handle the complaint. Failing this, we are under no obligation to act.

10. If items rendered unusable are replaced, these items rendered unusable must be sent to us immediately and will become our property.

Article 8 *Liability for damage*

1. We are not liable for any loss or damage suffered by the customer, including but not limited to economic, indirect or consequential loss or damage, as a result of actions or omissions on our part or the part of third parties engaged by us, unless it involves an intentional act or willful recklessness.

2. Our liability is in any event limited to the amount paid out by our liability insurer in the case concerned.

3. If our liability insurer does not pay out, our liability is limited to the invoiced amount of the goods provided.

4. If a third party holds us liable for any loss or damage for which we are not liable under these general terms and conditions, the customer is in that case obliged to fully indemnify us and compensate us for everything we would have to pay that third party.

5. Any claims of the customer by virtue of this article (8) expire one (1) year after the date on which the customer suffers the loss or damage, or on which the infliction of the loss or damage commenced.

Article 9 *Intellectual property*

1. Unless agreed otherwise, we retain the copyrights and all other intellectual and industrial property rights to the designs, drafts, images, drawings, models, software, offers and such provided by us, however named. These documents remain our property and may not be copied, shown to third parties or otherwise used without our explicit permission, regardless of whether the customer is charged for this.
2. If the customer provides us with designs, drafts, images, drawings, models, software and such, and we change these to such an extent that they are considered new, original works, all intellectual or industrial property rights, including copyrights, pertaining to these new, original works accrue to us. The customer indemnifies us against any infringement of the rights of third parties.

Article 10 *Termination, non-attributable failure (force majeure)*

1. If we are prevented from executing the agreement by circumstances beyond our control (force majeure), we are entitled to suspend the execution of the agreement for the duration of the period of force majeure or to wholly or partially terminate the agreement without court intervention, without owing any compensation and without prejudice to the rights accruing to us.
2. In this case, 'force majeure' in any event includes any circumstance as a result of which the customer can no longer reasonably require execution of the agreement, including war, threat of war, civil war and riots, strikes, lockouts, transport problems, water damage, failed harvests, fires and other disruptions within our company or the companies of our suppliers.
3. If the customer fails to properly perform, on time, any obligation arising from the agreement, or applies for a bankruptcy, suspension of payments, shutdown or liquidation of its company, or passes the ownership and/or actual control of its company to another party, we are entitled to suspend or wholly or partially terminate the agreement without notice of default, without court intervention, without owing any compensation and without prejudice to any other rights accruing to us. In that event, any claim we have or acquire against the customer immediately becomes due and payable.

Article 11 *Final Provisions*

1. All agreements between the customer and us to which these general terms and conditions apply are governed exclusively by Dutch law.
2. All disputes arising from agreements concluded with us will be submitted to the competent court of the Oost-Brabant District Court.
3. Applicability of the Vienna Sales Convention is explicitly excluded.