

# GENERAL SALES TERMS AND CONDITIONS DROOG B.V.

## Article 1. Definitions

In these General Sales Terms and Conditions the following definitions are being used, singular as well as plural.

- 1.1. General Terms and Conditions: these general terms and conditions, irrespective of the form in which these general terms are presented to the Client.
- 1.2. Droog: the private company with limited liability Droog B.V., having its registered offices in Amsterdam, the Netherlands, Staalstraat 7A/7B.
- 1.3. Client: the party, acting in the course of a business of profession, to whom the offer of Droog is submitted, or with whom Droog has entered into an agreement or on behalf of whom the juristic act based upon which the Products or Services will be delivered or will be executed.
- 1.4. Products: all movable assets which are subject to any offer, proposal, agreement or any other contract or juristic act between Droog and the Client.
- 1.5. Services: all activities which are subject to any offer, proposal, agreement or any other contract or juristic act between Droog and the Client, such as consultancy activities.

## Article 2. Applicability

- 2.1. The General Terms and Conditions shall cover and form part of all offers, proposals, agreements, and other juristic acts, either made orally, in writing, electronic or in any other form, concerning the delivery by Droog of Products and/or Services to or on behalf of the Client.
- 2.2. The General Terms and Conditions also apply to Products and/or Services partly or wholly obtained by Droog from a third party and which are, either processed or not, delivered to the Client, as well as to Products and/or Services required for the execution of the offer, proposal, agreement or any other contract or juristic act delivered to the Client on instruction of Droog.
- 2.3. Deviations from the General Terms and Conditions shall only apply if and to the extent that they have been explicitly agreed upon in writing by Droog and the Client. Droog explicitly rejects any applicability of and general (purchase) conditions used by the Client.
- 2.4. If and to the extent that any provision contained in the General Terms and Conditions should prove not valid for whatever reason, the other provisions contained in these General Terms and Conditions shall remain in full force and effect. Droog and the Client shall negotiate a new provision that shall approximate the contents and the scope of the original provision as closely as possible.

## Article 3. Offer and agreement

- 3.1. All offers by Droog shall be without any obligation unless explicitly otherwise stated in writing.
- 3.2. All offers are valid for the period as mentioned in the offer concerned. If no period is mentioned, the offer will be valid for 14 (fourteen) days after the day on which the offer was submitted.
- 3.3. An agreement shall have been concluded as soon as Droog accepts the Client's order by email or written confirmation (by mail/fax), or on the moment Droog starts executing the Client's order.
- 3.4. Droog is authorized to refuse an order without being obliged to state a reason or to accept an order \ under certain conditions. One of these conditions may be that the order has to be confirmed by registered letter by the Client before the acceptance of this order by Droog or after pre-payment only.
- 3.5. Every order that is accepted by Droog is accepted under the condition that there is a sufficient supply to enable the delivery by Droog.
- 3.6. The management of Droog is exclusively competent to close legally binding agreements: an order/ sales form which is completed or drafted and/or signed by a representative of Droog, has as its only purpose to lay down the will of the Client.
- 3.7. Agreements concerning Services by Droog will only constitute an obligation of Droog to use every effort and will therefore never constitute an obligation to attain a certain result.

## Article 4. Prices and fees

- 4.1. All prices and fees mentioned by Droog are in Euros, unless explicitly otherwise stated.
- 4.2. All prices and fees are excluding value-added tax (VAT) and any other taxes or government levies, as well as costs for packaging, transport and delivery and costs for assembly and service, unless explicitly otherwise stated in writing.
- 4.3. Droog is at any time authorized to adjust its prices and fees. Unless agreed upon in writing that prices and fees are valid for a fixed period, all announced adjustments will enter into force 1 (one) month after the adjustments thereof.
- 4.4. If the Client does not agree upon any announced adjustments in prices and fees of Droog, the Client may terminate the agreement with Droog in writing within 8 (eight) days after such announcement. The termination will have effect from the date the adjustment of the prices and fees enters into force.

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- 4.5. The notifications by Droog concerning the prices, specifications and other descriptions regarding Products and/or Services are not binding and do not constitute any rights for the Client.
- 4.6. The amount of each order regarding the Products and/or Services must be at least Euro 750,- (excl.VAT).
- 4.7. Discounts are granted for each agreement separately and exclusively and do not constitute an obligation for Droog with regard to further agreements in any way.

## Article 5. Payment

- 5.1. The Client will pay the invoices of Droog within the term and in line with the conditions specified on the invoice concerned. Payment has to be made before or at the delivery of the Products at the latest. If no term has been specified, the invoice must be paid within 14 days after the date of invoice.
- 5.2. All payments have to be made to account number 24.73.25.864, IBAN: NL14ABNA0247325864, BIC: ABNANL2A on behalf of Droog B.V., mentioning the order / invoice number.
- 5.3. All payments by the Client to Droog shall be first applied against the oldest of any outstanding invoices, irrespective of any other indication by the Client.
- 5.4. The Client shall not be entitled to any postponement, set-off or reduction outside the scope of its rights in this respect under mandatory law.
- 5.5. Droog is entitled at all times to require payment in advance by the Client regarding Products and/or Services, for example by way of a direct debit mandate issues in favor of Droog and to postpone deliverance until such payment in advance has been received. Furthermore Droog is entitled to require security from the Client for the fulfillment of its payment obligation in any form, such as a bank guarantee. In such event, the Products and/or Services will only be delivered after such security has been obtained.
- 5.6. If the Client fails to pay an invoice within the term of payment, the Client is in default without a warning notice of default being required. From the time at which the Client shall be in default until the day of payment in full, interest shall accrue on the outstanding amount at the statutory rate without a notification by Droog being required.
- 5.7. If the Client continues to be in default in his obligation to pay the outstanding invoice with accrued interest, Droog can place the matter in the hands of a lawyer or a debt-collector agency. All collection costs incurred by Droog in respect of such collection, both in law (judicial) costs as well as out of law (extra judicial) costs shall be for the Client's sole account, in addition to costs that may be determined in a judicial procedure. The amount of the collection costs shall be determined at least 15% of the principal sum, with a minimum of Euro 250,-. Droog is under no obligation to prove that these collection costs are in fact incurred.
- 5.8. All payments by the Client that take place after the placement in the hands of a lawyer or a debt-collector agency, shall be first applied against the costs, then against the interest and lastly against the principal sum.
- 5.9. All of Client's objections against any of the invoices of Droog or a directly debited amount must be notified in writing to Droog within 14 (fourteen) days after the date of invoice or the date of direct debit, after which will be considered if the amount will be acknowledged.

## Article 6. Performance, risk and retention of title

- 6.1. All terms of delivery of Products and/or Services only serve as guidelines and are therefore never fatal, unless explicitly stated in writing otherwise.
- 6.2. Unless explicitly agreed otherwise, it is Droog who is entitled to determine the way the Products and/or Services are delivered.
- 6.3. Droog is entitled to deliver in parts and to require payment of these parts separately.
- 6.4. Delivery will be Ex Works (warehouse Amsterdam, the Netherlands); as from the moment the Products \ are collected at the warehouse of Droog the Client will be responsible for any risk of loss or damage of the Products during transport or otherwise.
- 6.5. Immediately after delivery the Client will verify all Products and/or Services for possible defects or other shortcomings.
- 6.6. All items delivered to the Client will remain property of Droog, until the Client has fully paid all amounts due because of any Products and/or Services delivered by Droog, with accrued interest and costs, as described in article 5.6 and 5.7. Insofar it has been explicitly agreed upon in writing that any rights will be granted or transferred, such rights will at all times be granted or transferred under the condition that the payments concerned will be timely and fully made.
- 6.7. If the Client refuses to accept the Products and/or Services or if he states to no longer want the agreed delivery, he will nevertheless be obligated to pay the agreed price and to compensate the costs, damages and interests that accrue from this situation.

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## Article 7. Warrant

- 7.1. Regarding the Products and/or Services, only the warrant conditions of the manufacturer or the importing company apply, unless explicitly agreed otherwise in writing.

## Article 8. Complaints

- 8.1. If the Client is of the opinion that any Product or Service delivered by Droog does not meet with the agreed conditions, the Client must notify Droog thereof in writing within 8 (eight) days of delivery, or 8 (eight) days from the day the Client could reasonably be aware of the alleged shortcoming.
- 8.2. When complaints are accepted by Droog as being justified, Droog has the choice to attribute a reasonable price reduction, to replace the Product or Service in question, or to repair the shortcoming(s).
- 8.3. Droog is not obligated to repair any shortcoming, or to pay a compensation to the Client, if the shortcoming in question is a result of any injudicious use by the Client or if the Client, without previous written authorization by Droog, has made changes to the Products and/or Services after they have been delivered to the Client in line with the agreement.

## Article 9. Intellectual Property

- 9.1. All intellectual property rights regarding the Products and/or Services are the exclusive property of Droog or its suppliers. By agreeing to these General Terms and Conditions the Client accepts and acknowledges these rights. The delivery of any Product and/or Service does not imply any transfer of intellectual property rights.
- 9.2. The Client is prohibited from removing or changing any copyright or other notices of Droog or its suppliers.

## Article 10. Obligations of the Client

- 10.1. The Client will at all times timely and completely provide Droog with all data and other information required by Droog and necessary for the delivery of the Products and/or Services.
- 10.2. The Client warrants that the information as meant in article 10.1 is correct and complete, and that he is entitled to provide Droog with such information for the delivery of the Products and/or Services. The Client indemnifies Droog against all third parties' claims in this respect.
- 10.3. If any of the data provided by the Client must be considered to be personal data, the Client guarantees that with regard to such data, all applicable regulations for the protection of privacy have been observed and that Droog is entitled to use and process such personal data. The Client indemnifies Droog against any third parties' claims in this respect. If any to the extent that the Client provides Droog with his own personal data, the Client herewith explicitly authorizes Droog to keep and to process such data, insofar this reasonably follows from the agreement between parties. Droog will ensure that it on its own side will also strictly observe all applicable privacy regulations.

## Article 11. Liability

- 11.1. The statutory liability of Droog due to an attributable failure to perform under the Agreement will be limited to compensation of the direct damages and/or loss not exceeding the sum stipulated for the agreement concerned. Under no circumstance the compensation of the direct damages and/or loss will exceed the amount that will fall under the scope of the insurance of Droog for such cases.
- 11.2. In this respect direct damages shall mean the costs reasonably incurred by the Client in order to remedy or to terminate the failure of Droog and shall also mean all reasonable costs incurred in order to prevent such damage and all reasonable costs in order to determine damage. If Droog and the Client have agreed upon a binding term of delivery, the reasonable costs for taking necessary measures as a result of non delivery within this term, to be decreased with any savings, are also regarded to be direct damage.
- 11.3. Any liability of Droog for indirect damage, including but not limited to consequential damage, loss or profits and loss of turnover is excluded.
- 11.4. Droog is not liable for any damage whatsoever, resulting from the fact that the Client has provided Droog with incorrect or incomplete data or has provided them untimely.
- 11.5. Droog is not liable for (consequential) damages incurred by the Client or a third party regarding the (use of) the Products and/or Services, outside the scope of its obligations under mandatory law. Consequential damages shall mean loss of profits, loss of turnover and loss of data.

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- 11.6. The Client indemnifies Droog against any claims of third parties, including the reasonable costs of defending itself against such claims, that are connected in any way to the (use of) the Products and/or Services that are delivered by Droog, unless these claims are the result of malice or gross negligence by Droog. The Client indemnifies Droog in particular against claims of third parties for damages that are in any way a result of changes or additions that are made after the delivery by Droog, and for damages that are in any way a result by the unlawful or careless use of the Products and/or Services.
- 11.7. All liability clauses that limit or exclude liability and that are used by the suppliers of Droog with regard to Products and/or Services, can also be used by Droog against a claim by the Client.
- 11.8. Notwithstanding the aforementioned, the liability of Droog regarding Products and/or Services will in any case be limited to compensation of the sum stipulated to the agreement concerned. Under no circumstance the compensation of the direct damages and/or loss will exceed the amount that will fall under the scope of the insurance of Droog for such cases.

## Article 12. Force Majeure

- 12.1. There is no attributable failure by Droog if there is an event of force majeure. Force Majeur is taken to mean any shortcoming which may not be attributed to Droog according to law, jurisprudence or generally accepted situation. Force Majeur is also taken to mean import or export prohibitions by or because of a government, lack of or non-timely delivery by suppliers of Droog, strikes or extremely high absenteeism through illness by Droog employees or suppliers.
- 12.2. If the Event of force majeure continues for a period of 90 (ninety) consecutive days, then the Client shall be authorized to dissolve the agreement by issuing by registered mail a notice to this end, without judicial intervention being required. Such dissolution does not oblige Droog to pay compensation for damages and/or loss. Droog is entitled to receive payment from the Client for the delivery of Products and/or Services already made prior to the force majeure prevailing.

## Article 13. Termination

- 13.1. Each party is entitled to dissolve the agreement without any judicial intervention being required if the other party fails imputably in its obligations under the agreement and the attributable failure will not be remedied in time after such party has been given properly notice of default. The dissolution does not release the Client from any payment obligation regarding any Products and/or Services delivered by Droog, unless Droog is in default with regard to such Product of Service.
- 13.2. Droog is entitled to dissolve the agreement with immediate effect, without any notice or default or judicial intervention is being required and without becoming liable for damages, if the Client submits an application for suspension of payments, or the Client applies for bankruptcy, or is declared bankrupt, or if all or part of the Client's assets are attached or the Client deceases.

## Article 14 Disputes

- 14.1. All offers, proposals, agreements and other judicial acts concerning the delivery of Products and/or Services are governed by the law of the Netherlands.
- 14.2. All disputes that may arise under or in connection with offers, proposals, agreements and other judicial acts concerning the delivery of Products and/or Services shall be exclusively submitted to the competent court within the District of Amsterdam, the Netherlands.

**These General Terms and Conditions of Droog B.V. are registered at the Chamber of Commerce under number 27219978 Amsterdam, The Netherlands, December 2011.**