

GENERAL CONDITIONS OF SALE AND DELIVERY
STAF A GROUP B.V.

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Article 1 Definitions

Stafa: means Stafa Group B.V. (Den Engelsman 18 6026 RB Maarheeze, NL)
Buyer: every professional or consumer who concludes an agreement with Stafa to buy or supply goods to be delivered by Stafa to Buyer.
General Terms and Conditions: the general conditions of sale and delivery of Stafa Group.
Product: mounting materials and services in the broadest sense of the word, and related articles offered or supplied by Stafa.

Article 2 Applicability

2.1 These General Terms and Conditions apply to all offers made by Stafa and to each agreement concluded between Stafa and Buyer.
2.2 Deviations from these General Terms and Conditions shall only bind Stafa where agreed in writing with Stafa.
2.3 The applicability of the Buyer's General Terms and Conditions is specifically excluded.

Article 3 Offer

3.1 Each offer by Stafa shall be without obligation and bind Stafa only after Buyer's acceptance of the offer has been confirmed by Stafa to Buyer. The goods supplied may deviate from the illustrations included with the offer. Obvious mistakes or obvious errors in the offer shall not bind Stafa. Section 6:225, subsection 2 of the Dutch Civil Code shall not apply. Unless stated differently, an offer made by Stafa shall be valid for 14 days from the date it was made.
3.2 As long as the offer, or the agreement, has not been confirmed to Buyer either in writing or electronically by Stafa, Stafa shall be authorised to withdraw the offer.
3.3 Offers, proposals and quotations for special manufactures shall apply solely for the offered quantities. When ordering smaller quantities Stafa shall retain the right to adapt the price. A 10% reservation for overruns or underruns applies to special manufacture products.

Article 4 Agreement

4.1 An agreement is concluded when Buyer accepts the offer and Stafa confirms to Buyer receipt of the acceptance.
4.2 Buyer shall be entitled to revoke its acceptance pending confirmation of the agreement to Buyer by Stafa.
4.3 Save for proof to the contrary, the content of the agreement shall be deemed to be apparent from the confirmation of the agreement sent by Stafa to Buyer (in writing or electronically).

Article 5 Conformity

5.1 Representations made by Stafa concerning quantities, dimensions, quality, performance and/or other classifications of its products shall be made with the utmost care. However, Stafa cannot be held liable for any deviations. The Buyer must check agreement with the quantities and/or other indications provided by Stafa or agreed with Stafa upon receipt of the products. Representations made by Stafa concerning quantities, dimensions, quality, performance and such shall apply by approximation only and are subject to contract.
5.2 Illustrations, descriptions, catalogues, advertising material, information published on the website and special offers or prices shall not bind Stafa.
5.3 If Stafa has shown and/or given Buyer a (test) model, this (test) model shall be taken as indication only. The Buyer may not expect the products to be supplied to be identical to the (test) model.
5.4 The Buyer must ensure that the products ordered or to be ordered by it and the associated packaging, labelling and other information meet all statutory regulations applicable in the country of designation. The use of the products and conformity with the statutory stipulations shall be for Buyer's risk.

Article 6 Intellectual property

6.1 All intellectual and industrial property rights pertaining to the products and their names, and everything developed or produced by or for Stafa, or issued by Stafa, including packaging, manuals, advertising material and illustrations, shall remain the property of Stafa.
6.2 Buyer shall not be permitted to use the trade names, brands, logos and other indications of Stafa, unless with Stafa's specific written permission. In that case Buyer shall observe Stafa's guidelines and instructions for the use of such brands, logos and other indications.
6.3 Buyer shall not be permitted to remove or alter any indications relating to patents, copyrights, brands, trade names or other intellectual or industrial property rights from the products.

Article 7 Prices

7.1 The prices set out in the offer or the order confirmation respectively, are without VAT and without government sales or supply charges, and are based either on delivery "ex works/warehouse" or on delivery "for the Buyer's account" according to the Incoterms applicable at the moment the offer was made or the agreement concluded.
7.2 Stafa shall be authorised to charge an administrative and/or transport fee for orders below a particular quantity established by Stafa in accordance with Stafa's regulations applicable at the time the agreement is concluded.
7.3 If cost price factors rise after conclusion of the agreement - also following foreseeable circumstances - Stafa shall be authorised to increase the agreed price accordingly.

Article 8 Delivery time and date

8.1 Delivery takes place ex works from our warehouses (according to the Incoterms applicable at the moment of surrender of the offer or at the moment the agreement is concluded), unless parties agree differently in writing.
8.2 The delivery times specified are an approximation, and may not be taken as a deadline. Stafa may not be held liable for damages if it fails to meet the delivery time, nor may Buyer ignore or suspend its obligations arising from the agreement in the event Stafa fails to meet the delivery time. The Buyer, however, shall be authorised to dissolve the agreement, if and to the extent Stafa fails to perform the order within a reasonable term set by the Buyer. Stafa shall not be liable for payment of compensation in that case.
8.3 The delivery time is based on the working conditions applicable at the time the agreement is concluded and on the timely delivery of goods essential to the performance of the agreement by Stafa. If a change in the working circumstances and/or the late delivery of goods which Stafa needs for the performance of the contract causes a delay, the delivery term is extended where necessary.
8.4 Stafa determines the manner in which and by whom the products are transported, unless parties have agreed differently in writing. If Buyer requests a different manner of transport, the additional costs shall be for the account of Buyer.
8.5 The Buyer shall be obliged to take receipt of the products upon arrival at the place of destination. The Buyer shall ensure adequate and fast loading and unloading facilities.
8.6 Stafa shall determine how the products are to be packaged.
8.7 If a product ordered by Buyer is not, or is no longer, deliverable within a reasonable period, Stafa shall supply a product that is similar to the ordered product, and for the same price, where reasonably possible.
8.8 If the Buyer does not take receipt of the products, or fails to collect them or have them collected, the products shall be stored for the account and risk of the Buyer for as long as Stafa deems desirable. In that case, and in the event of every other (attributable) default by Buyer, Stafa shall at all times be entitled to demand either observance of the agreement, or to dissolve the agreement (out of court), without prejudice to its rights to claim compensation for any damage and loss of profit, including costs of storage.
8.9 Call-off orders must be taken up within the terms agreed; failure to do so shall entitle Stafa to deliver the part of the order that has not yet been delivered at once and charge the Buyer accordingly.
8.10 Stafa shall not be obliged to honour a request by Buyer to redeliver or to deliver at a later date. If Stafa does redeliver or deliver at a later date, the associated costs shall be for Buyer's account.
8.11 Stafa shall be authorised to perform an agreement in parts and to demand payment for the part of the agreement that has been performed.

Article 9 Force majeure

9.1 Force majeure in these General Terms and Conditions shall mean each circumstance independent of the will of Stafa - even if foreseeable at the time the agreement was concluded - that prevents observance of the agreement permanently or temporarily, as well as, if not yet included, war, risk of war, civil war, riot, work strike, exclusion of workers, transportation issues, fire, and other serious business disruptions in Stafa's company or the companies of its suppliers.
If force majeure prevents Stafa from observing the agreement, it shall be entitled to suspend performance of the agreement. In that case, the Buyer shall not be entitled to compensation of damage, costs or interest.
9.2 In the event of a situation of force majeure, Stafa shall be authorised to dissolve the agreement by means of a written statement for the part not performed.
If the situation of force majeure persists for more than 6 weeks, the Buyer shall also be authorised to dissolve the agreement by means of a written statement for the part not performed.
9.3 If Stafa has already met part of its obligations when the situation of force majeure arises, or can meet its obligations in part only, it shall be entitled to send a separate invoice for the part that has already been delivered or that can be delivered and the Buyer shall be obliged to pay this invoice as if it were a separate agreement.

Article 10 Defects and complaints

10.1 Stafa guarantees the soundness of the products it supplies in accordance with what Buyer may reasonably expect based on the agreement. However, if there are defects in the products supplied by Stafa due to manufacture, material, and/or packaging errors, Stafa shall replace the relevant products in full or in part, or reasonably reduce the price, at Stafa's discretion. This guarantee shall apply for a period of up to 3 months.
10.2 Deviations in quantity, colour, weight and dimensions of less than 10% are not regarded as defects and shall therefore not be cause for complaints.
10.3 Not covered by the guarantee are in any case defects that occur in or that are (partly) the result of:

- Normal wear and tear
- Failure by (staff of) Buyer to observe instructions or regulations
- Non-standard use
- Inexpert storage or use by Buyer
- Use of products in other than original condition
- Overdue maintenance
- Use in combination with third-party materials
- Repair or other work by third parties or by the Buyer without Stafa's prior written permission
- Resale
- Application of government regulation regarding the nature or quality of the materials applied.

Stafa shall not be liable for (damage due to) such defects.

GENERAL CONDITIONS OF SALE AND DELIVERY
STAFSA GROUP B.V.

10.4 Buyer shall be obliged to carefully inspect the delivered products upon receipt, or forfeit the right to complain and/or demand replacement.

10.5 Any complaints with regard to the number of products supplied, or any transport damage, must be recorded upon delivery on the consignment or delivery note. Failure to do so shall turn the consignment or delivery note into compelling proof against the Buyer, as they demonstrate that the right amount of products was received, that the products were in good condition and were free of transport damage.

10.6 If a defect is discovered after delivery, the Buyer must complain to Stafa in writing within 8 days. If the Buyer fails to complain on time, it shall forfeit its right to complain to Stafa.

10.7 If the Buyer complains, it shall be obliged to enable Stafa to inspect the goods or to have these inspected to establish the default. The Buyer shall be obliged to keep the products about which it complained available for Stafa. If Buyer fails to do so it shall forfeit any right to complain and/or replacement.

10.8 Return shipment to Stafa of products sold shall be permitted only after obtaining written permission from Stafa, the products are clearly recognisable as being a return shipment, and the products and packaging are still in their original condition.

10.9 Return shipments following transport damage shall be accepted by Stafa solely if the products are in their original, still closed packaging, i.e. have not been used.

10.10 The products shall remain for the account and risk of the Buyer at all times (also during the return shipment).

10.11 The Buyer shall arrange for the transport of the return shipment and cover all associated costs. Any special shipment and/or other instructions by Stafa for return shipment must be observed at all times.

10.12 Defects in part of the products supplied shall not entitle the Buyer to reject or refuse the entire consignment of products delivered.

10.13 The Buyer shall inform Stafa in writing of any inaccuracies in Stafa's invoices within 5 days from the date of invoice. If Buyer fails to do so, it shall be considered to have approved the invoice.

10.14 Complaints shall not suspend the Buyer's payment obligations.

10.15 Upon discovery of a product defect, the Buyer shall be obliged to do its utmost to prevent or limit damage, expressly including the immediate discontinuation of the product's use and trade.

Article 11 Retention of title

11.1 Stafa shall retain the title to all goods it has delivered to Buyer until the due sum for these goods, including interest and costs, has been paid in full for these goods. If under the agreement Stafa has performed work for Buyer subject to compensation, the above retention of title shall also apply until Buyer has also paid these claims, including interest and costs. The retention of title shall also apply to any claims Stafa obtains against Buyer due to Buyer's failure to observe one or more obligations towards Stafa.

11.2 If the Buyer is in default observing its obligations, Stafa shall be authorised to take back the products that belong to it, or to have these taken back, at the costs of the Buyer from the place where they are located.

11.3 The Buyer shall not be entitled to pledge unpaid products or to transfer ownership other than in normal business operations.

11.4 The Buyer shall be obliged to store the products delivered under retention of title with the utmost care and as recognisable property of Stafa.

11.5 The Buyer shall not have any retention right towards Stafa on products delivered by Stafa.

Article 12 Payment

12.1 Unless agreed differently in writing, payment of Stafa's invoices must take place within 30 days from the date of invoice.

12.2 Stafa shall be entitled all times to claim partial advance payment and/or secure payment in another way.

12.3 If payment is late, the Buyer shall owe interest, without notice of default being required, of 1% per month, calculated from when the amount became due up to and including the date of payment.

12.4 All costs associated with the collections shall be for Buyer's account. The extrajudicial collection costs shall be at least 15% of the amount to be collected, subject to a minimum of EUR 250.

12.5 The Buyer waves any right to settlement of amounts due mutually, Stafa shall be authorised at all times to settle everything it owes Buyer with what the Buyer and/or companies affiliated to the Buyer, due or otherwise, owe Stafa.

12.6 The full invoice amount shall be due immediately and in full in the event of the late payment of an agreed term on the due date, and also if the Buyer becomes bankrupt, demands (provisional) suspension of payment, application of legal debt rescheduling scheme (WSNP), and/or in the case of any attachment on the goods and/or claims of Buyer. In the event of one or more of the above situations, Buyer shall be obliged to inform Stafa immediately.

12.7 Buyer's payments shall always first go towards settling costs owed, then to settling interest and then settling the oldest due invoices, even if the Buyer states that the payment relates to a later invoice.

Article 13 Dissolution

13.1 If Buyer fails to comply with any obligation under the agreement properly, in full or on time (including the obligation to take up services to be provided by Stafa), or in the event of suspension of payment, stopping or liquidation, or the full or partial transfer of the Buyer's business, Buyer shall be deemed to be in default by operation of law and Stafa shall be entitled to dissolve the agreement with Buyer in full or in part, without demand, notice of default or court intervention being required, and without Stafa being liable for any damages or warranties.

13.2 If the agreement is dissolved by application of article 13.1 or by court order, Stafa shall be entitled to compensation in full. Damages shall be fixed at 75% of the compensation owed for the (part of the) agreement not yet performed, without prejudice to Stafa's right to claim the actual losses incurred through Buyer's non-compliance, if there are grounds to do so.

13.3 In the cases referred to in article 13.1, Stafa may also suspend execution of the agreement and claim instant and full payment of everything the Buyer owes or would owe under the agreement. In addition, Stafa shall also be entitled to compensation of the damage it suffers due to the suspension and the consequences.

Stafa shall be entitled to cancel any agreement it has concluded with another party, without owing the other party any compensation, in the event a supplier of relevant goods delivers late or otherwise fails to meet its delivery obligations towards Stafa.

Article 14 Advice

14.1 All advice, notifications and representations issued by Stafa, for instance about the characteristics of the products to be supplied by Stafa, shall be entirely without obligation and shall be provided by Stafa as non-binding information. Stafa shall not grant any guarantees in this matter.

14.2 Stafa shall not be liable for any direct or indirect damage, in whatever form and on whatever account, resulting from the provision of information and/or advice by Stafa. The Buyer shall indemnify Stafa against any third-party claims, unless in the event of intent or gross negligence by Stafa.

Article 15 Liability

15.1 Apart from the stipulations of Article 10, the Buyer shall have no claim towards Stafa due to defects in or relating to the products supplied by Stafa. Stafa shall therefore not be liable for any direct and/or indirect damage, including personal or property damage, immaterial damage, consequential damage (loss of income, business interruption loss, etc) or any other damage caused by whatever reason.

15.2 Also, Stafa shall not be liable as set out above for any acts by its employees or any other persons within its control, including (gross) negligence or intent by these persons.

15.3 Damage to products caused by damaging or destroying packaging shall be for Buyer's account and risk.

15.4 Stafa shall not be liable for any damage that is the result of:

- abuse of products;
- failure to follow instructions, in full or in part, issued by Stafa or explicitly listed on the product packaging;
- product repackaging;
- use or resale of the products in a condition other than the original condition.

15.5 In all cases in which Stafa is obliged to pay damages, compensation shall never exceed the invoice value (exclusive of VAT) of the goods supplied and that caused the damage, up to a maximum of EUR 25,000. If the damage is covered by Stafa's business liability insurance, the damage shall not exceed the amount actually paid by the insurer, plus any own risk provided for in Stafa's policy.

15.6 If Stafa exerts a right of suspension or dissolution based on facts and/or circumstances of which Stafa is aware at such time, while it is later irrevocably established that this right was exercised wrongly, Stafa shall not be liable for payment of any damages, unless it acted with intent or gross negligence.

15.7 Any claim against Stafa, unless recognised by Stafa, shall lapse by the mere expiry of 12 months after the claim arose.

15.8 The Buyer shall indemnify Stafa, its employees and its auxiliary persons hired for the performance of the agreement against any third-party claims, including claims based on product liability, in connection with the performance by Stafa of the agreement, regardless of the cause, as well as the costs consequently resulting for Stafa.

Article 16 Packaging

16.1 If Stafa supplies sustainable packaging, the Buyer must return the packaging to Stafa within 30 days from delivery, empty, cleaned and undamaged.

16.2 All costs of repair, replacement and cleaning shall be for the Buyer's account.

16.3 The Buyer shall owe Stafa EUR 25 for each week it returns the packaging late, whereby a part of one week shall be considered one whole week.

Article 17 Representation

If the Buyer acts on behalf of one or more other parties, it shall be liable towards Stafa as if it were the Buyer, without prejudice to the other parties' liability.

Article 18 General

18.1 The voidness or voidability of any clause in these general terms and conditions or of agreements to which these terms and conditions apply, shall leave intact the validity of the other clauses. Stafa and the Buyer shall be obliged to replace where possible the void or voided clauses by valid clauses with the same meaning as the void or voided clause.

18.2 The place where Stafa is established shall be taken as the place where the work is to be carried out.

Article 19 Applicable law and disputes

19.1 All agreements concluded by Stafa shall be governed solely by Dutch law.

19.2 The operation of international conventions on the purchase of movable tangible property, whose operation can be excluded between parties, does not apply and is hereby expressly excluded. More in particular, the applicability of the Vienna Sales Convention 1980 (CISG 1980) is expressly excluded.

19.3 Any disputes between Stafa and the Buyer shall be heard exclusively by the competent court in the district of Oost-Brabant, the Netherlands, unless another Dutch court has jurisdiction under the requirements of mandatory law. By way of derogation, Stafa shall be authorised to apply to the court in the Buyer's place of residence/establishment.

19.4 In the event of any disputes concerning the interpretation of these General Terms and Conditions, the Dutch text shall prevail.