

GENERAL TERMS AND CONDITIONS FMJ ROLLOOS B.V.

ARTICLE 1: DEFINITIONS

In these general terms and conditions, the following terms have the definitions listed below:

- **Rolloos:** FMJ Rolloos B.V. and/or any of its affiliates;
- **Supplier:** each natural or legal person with whom Rolloos enters into an Agreement or other legal relationship or to whom Rolloos makes an offer;
- **Parties:** Rolloos and Supplier;
- **Agreement:** any agreement between Rolloos and Supplier, in which Supplier undertakes to deliver Goods and/or Services to Rolloos;
- **Conditions:** these general terms and conditions;
- **Goods:** all material goods as well as software that are or will be delivered to Rolloos by Supplier;
- **Services:** all services that are or will be performed to Rolloos by Supplier;
- **Working Day:** every day, not being a Saturday, Sunday or generally recognised holiday in the Netherlands.

ARTICLE 2: APPLICABILITY

1. These Conditions apply to all Agreements and all other legal relationships concerning the (potential) delivery of Goods and/or Services.
2. The applicability of Supplier's general terms and conditions is expressly rejected.
3. In case of any inconsistency between the Conditions and the Agreement, the latter shall prevail.
4. If any provision of the Agreement or the Conditions proves to be void or invalid or cannot be enforced, this will not affect the other provisions of the Agreement and the Conditions. In such case the Parties will agree on a replacement provision that closely approximates the content and meaning of the void, invalid or unenforceable provision, having due regard to the intention of the Parties.

ARTICLE 3: OFFERS, ORDERS AND ACCEPTANCE

1. Any offer for Goods and/or Services made by Supplier is irrevocable and shall only be deemed accepted by Rolloos if it expressly accepts such offer in writing.
2. Any offer or order for Goods and/or Services made by Rolloos shall be deemed accepted by Supplier if (i) it accepts such offer or order in writing or (ii) it delivers and/or performs all or any part of such Goods and/or Services.

ARTICLE 4: DELIVERY

1. Delivery of Goods and/or Services shall take place in the manner and at the place and time in accordance with the Agreement or otherwise prescribed by Rolloos.
2. Timely delivery of Goods and/or Services is of the utmost importance. The mere fact of exceeding the delivery time by Supplier results in Supplier being in default. In such case and without any prior notice of default being required:
 - a. Supplier shall be liable for all direct and indirect damage suffered by Rolloos;
 - b. Rolloos shall be entitled to terminate the Agreement; and
 - c. Supplier shall forfeit to Rolloos an immediately payable penalty of 0.5% of the total price of the Goods and/or Services in question for each day of delayed delivery, with a maximum of 10% of the total price of such Goods and/or Services, without limitation to any other right Rolloos may have under the Agreement or at law.
3. Without prejudice to the previous provision, Supplier is obliged to inform Rolloos immediately of any delay or foreseeable delay in the delivery of Goods and/or Services.

ARTICLE 5: OWNERSHIP AND RISK

1. The ownership and risk of the Goods shall be transferred to Rolloos at the moment of delivery and acceptance by Rolloos.
2. Supplier shall take out insurance against transit damage, at its own risk and expense. Rolloos will never be liable for damage to Goods that arises during transport.
3. Supplier guarantees that Rolloos acquires the unencumbered ownership of the Goods and that these are free from seizures.

ARTICLE 6: GUARANTEES

1. Supplier guarantees that the Goods and/or Services (i) are in accordance with the Agreement, (ii) are fit for the purpose for which the Agreement was concluded (iii) are free from faults.
2. The applicability of articles 6:89 and 7:23 DCC is excluded.
3. In case any Goods do not meet the provisions of clause 6.1, then Supplier shall at its own expense and at the discretion of Rolloos and at Rolloos' first request repair or replace the Goods, or supply what is missing, unless Rolloos prefers to terminate the Agreement in accordance with clause 10, without prejudice to any other rights of Rolloos arising from any breach of the Agreement (including the right for damages). Any costs related to this (including cost of repair and disassembly) shall be borne by Supplier.
4. In urgent cases and in cases where it has to be assumed in all reasonableness that Supplier will fail to meet its guarantee obligations, Rolloos is entitled to repair or replace the Goods itself at the expense of Supplier or to have a third party effect such repair or replacement, without Supplier being discharged from its obligations under the Agreement.
5. In case any Services do not meet the provisions of clause 6.1, then Rolloos shall be entitled to provide the Services itself or have these provided by a third party. Any costs related to this shall be borne by Supplier.

ARTICLE 7: PRICES AND PAYMENT

1. All prices are fixed and apply Delivered Duty Paid in conformity with the Incoterms and include the costs of sound packing material and any other costs incurred by Supplier with respect to the delivery of Goods and/or Services.
2. In case Supplier fails to provide Rolloos with an invoice within 90 days after delivery of the Goods and/or Services, the right to claim payment will lapse.
3. Rolloos shall at all times be entitled to set off any claim Supplier and/or any of its affiliates may have on Rolloos and/or any of its affiliates, against any claim Rolloos and/or its affiliates may have on Supplier and/or any of its affiliates.

ARTICLE 8: LIABILITY

1. Supplier is liable for all direct and indirect damage suffered by Rolloos if Supplier breaches of one or more of its obligations under the Agreement and, in case of a breach capable for remedy, fails to remedy such breach within ten (10) Working Days after receipt of a notice to this effect.
2. Supplier shall indemnify Rolloos against any possible claim of third parties arising from or connected to a breach by Supplier of one or more of its obligations under the Agreement.
3. Supplier is obliged to take out sufficient insurance against any liability that may arise from the Agreement. Upon Rolloos' first request, Supplier shall provide him with an insurance certificate showing details of the insurance in question, as well as with proof that the premium due has been paid.
4. Rolloos shall not liable for any damage suffered by Supplier, unless caused by gross negligence or intent of Rolloos' management.

ARTICLE 9: CONFIDENTIALITY

1. Supplier shall keep all information (such as designs, graphics, drawings and know-how) originating from Rolloos confidential and shall not use this information for any other purpose than for the performance of the Agreement.
2. At Rolloos' first request and at the option of Rolloos, Supplier shall promptly return to Rolloos or destroy any information referred to in clause 9.1.
3. In the event Supplier breaches any of its obligations under clause 9.1 or 9.2, Supplier shall forfeit to Rolloos, without any prior notice of default being required, an immediately payable penalty of € 100.000,-, per breach and € 10.000,- for each day the breach took place or continues, without limitation to any other right Rolloos may have under the Agreement or at law.

ARTICLE 10: INTELLECTUAL PROPERTY RIGHTS

1. Supplier grants to Rolloos a non-exclusive, perpetual, irrevocable and transferable right to use any intellectual property rights regarding the Goods and/or Services. Such right of use includes the right to grant a similar right of use to third parties.
2. Supplier guarantees that the use of Goods and/or Services will not infringe any intellectual property right or other rights of third parties.
3. Supplier indemnifies Rolloos against any claims of third parties arising from or connected to any infringement on the rights set out in clause 10.2.
4. If Supplier, within the scope of the Agreement, develops any intellectual property rights, such rights shall vest in Rolloos. Any fee for this shall be deemed to be included in the agreed price. At Rolloos' first request, the Supplier shall render full assistance in the creation or the transfer of such rights to Rolloos.

ARTICLE 11: TERMINATION, DISSOLUTION AND SUSPENSION

1. Rolloos is entitled, without any prior notice of default, to suspend performance of the Agreement and/or terminate or dissolve the Agreement in full or in part without being obliged to pay any compensation if:
 - d. Supplier breaches one or more of its obligations under the Agreement and, in case of a breach capable for remedy, fails to remedy such breach within ten (10) Working Days after receipt of a notice to this effect;
 - e. Supplier ceases to exist due to a legal merger or is involved in a legal demerger;
 - f. Supplier has applied for a suspension of payment or has been granted to it;
 - g. bankruptcy has been applied for or granted to Supplier, either by Supplier or against Supplier;
 - h. a part or the whole assets of Supplier are seized; or
 - i. Supplier ceased its business activities.
2. Any claims Rolloos may have against the Supplier upon termination or dissolution of the Agreement shall be payable forthwith and in full.

ARTICLE 12: TRANSFER

1. Supplier cannot transfer (part or all of) its rights and/or obligations arising from the Agreement or encumber them to a third party without the prior writing approval of Rolloos.

ARTICLE 13: APPLICABLE LAW AND CHOICE OF FORUM

1. All offers, Agreements and these Conditions are exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention (C.I.S.G.) is expressly excluded.
3. All disputes arising from or connected to the Agreement will be heard exclusively, in the first instance or in provisional relief proceedings, by the competent court in Rotterdam, the Netherlands.