

GENERAL TERMS & CONDITIONS FOR BOGAERTS LABEL
SUBMITTED BY THE CHAMBER OF COMMERCE (NL) UNDER NUMBER 17264938

Article 1. GENERAL PROVISIONS AND APPLICABILITY

1. These terms and conditions apply to all offers and agreements of purchase / sale of goods and / or commissions and services including the manufacture, delivery, installation, placement between Bogaerts Label and the wholesaler / supplier / agencies / consumers / stores / franchise partners, and so on, to be referred to as the other party and Bogaerts Label. The terms and conditions can be found at bogaertslabel.com. The terms and conditions will be sent with each offer and will be sent free of charge on request.
2. Additions or deviations from these terms and conditions must be agreed in writing and apply only to the agreement for which they are made;
3. The rights and obligations of agreements between Bogaerts Label and the other party may not be transferred to third parties by the other party unless with written permission from Bogaerts Label;
4. Unless otherwise agreed in writing and confirmed by Bogaerts Label, other Terms and Conditions, including the (Purchase) Terms of the Other Party, are not accepted by Bogaerts Label.
5. The other party will never be able to rely on the fact that it acted on behalf of a third party unless he explicitly notified Bogaerts Label and Bogaerts Label under this condition has accepted the assignment in writing;
6. Bogaerts Label's behavior and professional rules are part of these terms and conditions. The other party declares that the obligations arising therefrom will always be respected;

Article 2. OFFERS

1. All offers are completely non-binding and have a validity of 30 days, unless otherwise agreed in writing. An agreement will only come into effect after Bogaerts Label has accepted the order and the other party has accepted the offer by signing it. When the offer has not been signed but returned, Bogaerts Label assumes that the offer will stand for which parties have agreed. The absence of a signature does not affect the binding power of the offer and its acceptance;
2. Where stated quantity, weights, sizes, prices, design aspects in price folders or on the internet (website), quotes and other documentations, are purely informative. Although the most important features of products are displayed as accurately as possible, they have the character of an approximate designation and do not bind Bogaerts Label;
3. Bogaerts Label compiles its quotes based on an estimate of the required working hours for project preparation (registry), material use and other project-related issues. Bogaerts Label determines these hours in reasonable terms, however, they are approximate, provided otherwise agreed (assumed work).
4. As a method of calculating the remuneration, it is made:
 - a. On the basis of a fixed amount: The provision of a service with a

predetermined total amount, depending on the assignment and the

advice attached thereto;

- b. Based on an hourly rate: A pre-agreed compensation for the provision of services during the time of one hour by one person. The other party will be charged the total number of hours worked for him, including time for relocation, office costs, depreciation and other costs;
5. Changes in implementation by Bogaerts Label in detail and size of details may be carried out without consultation and may not give rise to the other party's failure to fulfill its obligations. These changes may be of technical and / or aesthetic nature;
6. If the other party has shown or provided a sample, model or image, it is suspected to be shown as an indication without the need to answer the case. By exposure and different computer screens, colours may not be 100% matched to the actual (shown) model / sample;
7. If an order is absent, Bogaerts Label has the right to charge all costs that they have incurred to make his offer to the other party. These include design and calculation costs, drawing costs, programming costs and administration costs;

Article 3. CONSTITUTION AND IMPLEMENTATION OF THE AGREEMENT

1. An agreement is deemed to be legally valid because Bogaerts Label executes the oral, written and / or electronic request to perform a service or the assignment has been confirmed in writing or the execution of the assignment has commenced, which includes, among other things, purchasing materials for the order or start of production for that order. The content of the agreement is determined by the order confirmation and / or (signed) tender and these terms and conditions;
2. An agreement is entered into indefinitely, unless otherwise agreed by content, nature or extent of the agreement, or parties have agreed otherwise;
3. If - after the assignment is provided - an additional order is provided, the originally agreed delivery period will expire;
4. Any additional work and materials beyond the scope of the contract will be billed by Bogaerts Label for current hourly and / or cost materials;
5. If, at the request of the other party, Bogaerts Label performs the assignment with the help of and (or) processing of materials or semi-finished materials supplied by the other party, it occurs entirely at the risk of the other party;
6. Bogaerts Label will perform the agreement to the best insight and ability and in accordance with the requirements of good workmanship and on the basis of the state of the art currently known and in compliance with the rules of conduct and professional practice. Bogaerts Label declares against the other party to concern the care

that may be expected of a reasonably skilled and reasonably skilled colleague;

7. The other party is in favor of the accuracy, completeness and reliability of the Bogaerts Label provided, even if they are from third parties;

8. If the other party so requests, the documents provided will be returned to them;

9. Bogaerts Label is entitled, without the consent of the other party, to outsource or render the assignment or parts thereof to third parties who are not employed by Bogaerts Label;

Article 4. TRANSPORT

3a.1. The transport of the goods is entirely at the expense and risk of the other party who has to conclude a transport contract.

Transportation is delivered by-door and only on the ground floor;

3a.2. If the other party arranges the transport itself, this must be communicated to Bogaerts Label no later than 2 days before transport date.

Article 5. PRICES

1. Bogaerts Label is entitled to increase the fee, when during the performance of the work it appears that the initially agreed or expected amount of work was insufficiently estimated at the conclusion of the agreement, and that is not attributable to Bogaerts Label. Bogaerts Label may not be expected to perform the agreed work at the original agreed fee. Bogaerts Label will notify the other party of the intention to increase the fee, in which case Bogaerts Label hereby state the extent and date of the increase;

2. All quotes and prices charged by Bogaerts Label are the prices valid at the time of the offer or the conclusion of the agreement and excluding VAT, unless otherwise agreed in writing;

3. If, after conclusion of the agreement, the prices of materials, taxes and / or other factors that determine the price of the goods and / or services are subject to change, Bogaerts Label is entitled to effect these price changes. Price changes of more than 10% give the other party the right to dissolve the agreement, provided that this is done in writing and within seven days of receiving the relevant notice. A dissolution as stated above does not entitle the other party to compensation for any damage;

4. If Bogaerts Label suspends or terminates the execution of the contract, Bogaerts Label is entitled to full payment of work and costs incurred up to the moment of suspension or termination;

Article 6. PAYMENT

1. Payment must be made within 30 days of invoice date. Payments through PayPal are charged with 4.5% transaction fee per payment. If other payment terms have been agreed, they will appear on the invoice;

2. Billing can be done on the basis of a proforma invoice, with the possibility of an intermediate invoice (s) and a final invoice depending on the magnitude of the order and only in consultation;

3. The amount of the advance (50%) is the start-up fee, agreed before the start of the work

and consists of the cost of the material to be delivered and a part of the labor wage;

4. After the payment period has been exceeded, the other party is owed the notice fee of € 40.00 including VAT;

5. In the event of a joint contract, each other party is individually, jointly and severally liable for payment of the entire invoice amount;

6. Incoming payments cover the oldest open positions, interest and costs, even if the other party declares otherwise;

7. If the other party fails to fulfill its payment obligation, Bogaerts Label is entitled to suspend its work, even if a fixed delivery period has been agreed.

Article 7. DELIVERY TIMES, DELIVERIES

1. The agreed delivery time specified on the order confirmation is not applied as a deadline and is only approximate, even if it is expressly accepted by the other party. In the case of non-timely delivery, Bogaerts Label is therefore only in default after written notice of default.

2. The agreement may - unless it is established that execution is permanently impossible - by the other party not being terminated due to termination of time, unless Bogaerts Label also does not or not fully executed after the expiry of the said period - written reasonable notice.

3. The agreed date of delivery will in any case, but not exclusively, be automatically extended with the period (s) during which:

- there is a delay in the manufacturing and / or shipping and / or manufacture and / or any other temporarily preventive circumstances, regardless of whether Bogaerts Label can be attributed;
- the other party fails to comply with one or more obligations against Bogaerts Label if there is reasonable fear that he will fail there, regardless of whether the reasons for this are well founded or not;
- does not allow the other party Bogaerts Label to perform the agreement. This situation occurs, inter alia, if the other party fails to disclose the place of delivery or to make available data, business or facilities necessary for the execution;

4. The other party is obliged to take down and check the goods (see guarantee) at the time when they are made available. If the other party refuses to or is negligent in providing information necessary for delivery, Bogaerts Label is entitled to store the goods at the expense and risk of the other party. The cost of storage is at the expense of the other party. Bogaerts Label will claim compliance but reserves the right to dissolve the agreement without legal intervention, without prejudice to the right of Bogaerts Label for damages;

5. The performance of Bogaerts Label is considered proper and in accordance with the order between the parties if, after delivery, the other party has delivered or processed the delivered, or part of the delivery, delivered to third parties, made use or have done editing.

6. In the case of supplies abroad, different conditions may apply;

Article 8. CANCELLATIONS

1. Cancellation is possible within 5 days of order. In case of cancellation after 5 days, it is not possible to get a refund of the deposit of the order to increase with respect to the commissioned costs as well as lost profits to increase as much as possible with any Bogaerts Label resulting from the cancellation damage suffered;
2. Cancellation of a special order is not possible;

Article 9. RETENTION OF TITLE

1. Delivery takes place under retention of title. This retention applies to claims for payment of all goods delivered or to be delivered by Bogaerts Label to the other party pursuant to any agreement and / or in the context of delivery (assembly) work as well as in respect of claims for the failure of the other party in the compliance with these agreements;
2. Bogaerts Label is authorized to return the goods delivered in accordance with the previous paragraph of this article. Such a withdrawal shall be deemed to be a dissolution of the contract (s) concluded with the other party. Other party authorizes Bogaerts Label for so much irrevocably to remove the relevant business where they are located;
3. The other party is authorized, if and as far as necessary in the course of its normal business activity, on the matters in which the retention of title rests. If the other party makes use of this power, he is obliged to deliver the property to which third party ownership is subject to third parties only subject to the proprietary rights of Bogaerts Label. He is also obliged to give Bogaerts Label upon his first request a silent right to property on the claims he or she has on these third parties. In the event that the other party refuses, this provision shall be deemed to be irrevocable power of attorney to Bogaerts Label to establish this pledge;

Article 10. RECLAMATIONS AND WARRANTIES

1. Complaints about the product must be reported to Bogaerts Label within 5 days after completion of the relevant assignment. After the expiry of this period, complaints will no longer be processed. The complaint should contain as detailed a description of the shortcoming, so that Bogaerts Label is able to respond adequately. Bogaerts Label will inform the other party within 18 working days of receipt of the complaint in writing of the reasoned or unfounded finding;
2. If a complaint is well grounded, Bogaerts Label will still perform the assignment as agreed, unless it has become meaningless for the other party. The latter must be notified in writing by the other party;
3. If the completion of the agreed assignment is no longer possible or meaningful, Bogaerts Label will carry out its own choice or other activities or price reductions;
4. Bogaerts Label warrants that all products manufactured by Bogaerts Label and third-party products are covered by the manufacturer's warranty as granted by the manufacturer or supplier (1 to 2 years). Bogaerts Label warrants that all items are legally permissible for the purpose for which they are intended to be in accordance with the agreed specifications and that these are free

from defects in material and manufacturing;

5. In accordance with what is stated elsewhere in these terms, Bogaerts Label is liable for validity/ reliability as well as the quality of used and / or delivered material for one year after delivery;
6. Complaints or warranty is not possible if:
 - There are scratches, cuts, and abrasion wear and coated materials where scratches can occur.
 - the goods delivered have one or more imperfections or abnormalities that fall within reasonable tolerance;
 - the goods supplied have been used for a purpose other than that for which they are normally intended or, in the opinion of Bogaerts Label, have been used, stored or transported in an improper manner;
 - The damage is caused by negligence of the other party or because the other party has acted in violation of instructions (maximum load per seat is 110 kg), instructions and advice from Bogaerts Label;
 - the other party has not fulfilled its obligations against Bogaerts Label (both financially and otherwise);
 - without the written permission of Bogaerts Label, third-party work has been performed on the product;
7. The warranty obligation expires in the event of improper use, improper treatment and when the technical instructions for use are not observed. If repair work is to be carried out, Bogaerts Label expects full cooperation from the other party and possibility of recovery before third parties turn on;

Article 11. SUSPENSION AND DISSOLUTION

1. Bogaerts Label is authorized to terminate the agreement immediately or without notice, without partial intervention, or suspend the execution, without prejudice to the rights of the other party (on performance and / or damages) if:
 - the other party is in violation of any provision of the agreement between the parties;
 - The other party is dying, applying for a suspension of payment, declaring bankruptcy or bankruptcy requested;
 - The company's counter-party is suspended or liquidated;
 - a subordinated agreement is offered or seized by any other party to the assets;
2. The provisions of paragraph 1 of this article are of corresponding application if, after having been invited in writing, the other party has not given adequate assurance within 7 days, in the opinion of Bogaerts Label.
3. Furthermore, Bogaerts Label is authorized to dissolve the agreement if circumstances arise which are such that compliance with the agreement is impossible - or to standards of reasonableness and fairness - can no longer be required or if circumstances otherwise arise which of the nature of the unchanged maintenance of the agreement can not reasonably be expected;
4. If the agreement is terminated, the claims of Bogaerts Label on the other party are immediately due. If Bogaerts Label suspends compliance with the obligations, it retains its claims from the law and agreement;
5. Bogaerts Label always reserves the right to claim damages.

Article 12. APPROVAL AND RISK TRANSITION

1. The products are checked for delivery by Bogaerts Label. The other party has - at its own expense - the right to make the products subject to delivery by third parties;
2. The risk of loss or damage to the items that are the subject of the agreement is transferred to the other party at the time when it is supplied to the other party legally and / or factually and in the power of a counter-party or third party to be designated by the other party, are being brought;
3. Upon delivery and for processing or assembly, the products must be inspected directly by the other party for performance, quantity, size, colour and possible damage. Comments must be reported to Bogaerts Label within 48 hours, after which every right of the other party will expire.

Article 13. LIABILITY

1. Bogaerts Label is not liable for damage arising as a result of any failure to comply with its commitment (s) to another party unless there is intent or gross negligence. Compliance with the warranty or reclamation obligations as described in article 9 above applies as sole and total compensation. Any other claim for damages, for any reason whatsoever, is excluded;
2. Bogaerts Label accepts no liability for advice provided by or on behalf of her;
3. Delivery and placement of foils and prints on windows and glazing is entirely at the expense of the other party;
4. The liability of Bogaerts Label for a professional error which causes the direct party (direct) damage is limited to a maximum of the amount of the claim, at least that part of the contract covered by the liability, at least up to € 2,500.00 (two thousand five hundred euros) . The liability is at any time limited to the amount of Bogaerts Label's assignee as appropriate. Compliance with this provision is for sole and full compensation.
5. The other party should always be able to settle a complaint by Bogaerts Label otherwise liability will be terminated and consequently compensation.
6. If the other party complains in good time about defects in a product, the liability arising out of Bogaerts Label is limited to the obligation to provide the non-genuine product free of charge against return of the defective product;
7. Direct damage is only understood as follows:
 - the reasonable costs for determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions;
 - made any reasonable costs to answer the defective performance of Bogaerts Label, unless they can be attributed to Bogaerts Label;
 - the reasonable costs incurred for the prevention or reduction of damage to the extent that the other party demonstrates that these costs have resulted in the limitation of direct damage as provided for in these general terms and conditions;
8. Bogaerts Label is never liable for indirect damage, including

consequential loss, loss of profits, lost savings and damage due to company stagnation;

9. The other party indemnifies Bogaerts Label against all third party claims which are directly or indirectly related to the performance of the agreement;

Article 14. CONFIDENTIALITY

Both parties are obliged for a period of 25 years to maintain strict confidentiality of all confidential information that they have obtained from one another or from another source under their agreement. Information is confidential as notified by Bogaerts Label or if this is due to the nature of the information. In case of violation of this provision, the other party is directly liable for a fine of € 10,000 per offense. In addition to this fine, additional damages may be claimed by Bogaerts Label.

Article 15. PERSONAL DATA AND PRIVACY STATEMENT

- 1 Bogaerts label receives and processes personal data according to the instructions en under responsibility by the other party.
- 2 Technical and organizational measurements have been taken to protect personal data against loss or any other way of unlawful processing.
- 3 Bogaerts Label stores personal data only as long as needed for the purposes they have been collected for or as long is allowed by law. When the account is not used for a time period of 18 months it will be marked as 'inactive'. In that case the information will no longer be used; for example for sharing information on new products or services.
- 4 Bogaerts Label fully cooperates with the other party or any third party when a request is filed for any rights like, but not limited to, the right of inspection, improvement, removal but with the exception of information Bogaerts Label is required to store by law. Bogaerts Label is for example legally required to store invoices for a time period of 7 years.
- 5 De collection of personal data for any other party, of which user material and information, which is used by Bogaerts Label, is a legally protected database. Bogaerts Label is the producer of this data base and has exclusive rights to allow permission for;
 - the request or usage of the whole data base or a qualitative and/or quantitatively view substantial part of the content of the data base.
 - repeatedly and systematically request or reuse of qualitative and/or quantitatively view non-substantial parts of the content of the database, insofar as this conflicts with the normal exploitation of the database or causes unjust damage to the legitimate interests of Bogaerts Label. Bogaerts Label may only request or reuse information from the data base if and insofar as permitted under these general terms and conditions.
- 6 A data leak (a lost USB drive with personal data, a stolen laptop or breaking and entering into a data file, etc.) which leads to a significant chance to serious adverse effects or has any adverse effects for the protection of personal data will be reported at 'report office data breaches authority personal data' in the Netherlands.

Article 16. PARTIAL VALIDITY

If one or more provisions of this agreement with the other party are not fully legally valid, the remaining provisions will remain fully in place. Instead of the invalid provisions, an appropriate arrangement applies as closely as possible to the parties' intention and the economic outcome pursued by them.

Article 17. PLACE OF ACCESS, APPLICABLE LAW, COMPETENT COURT

1. The location of Bogaerts Label is the place where the other party must comply with its obligations to Bogaerts Label, unless mandatory provisions oppose it;
2. All offers and agreements of Bogaerts Label apply exclusively to Dutch law;
3. All disputes arising from the agreement concluded between the other party and Bogaerts Label or any further agreements that may result from it shall be settled by the *competent* court;

Article 18. AMENDMENT, EXPLANATION AND LOCATION OF THE CONDITIONS

1. These terms and conditions are deposited with the Chamber of Commerce for Brabant(NL);
2. In the event of an explanation of the content and the meaning of these terms and conditions, the Dutch text will always be decisive.
3. The latest registered version is applicable or the version as it was at the time of the conclusion of the agreement.