

**Terms and Conditions for Roteal Productions B.V.
Version 2020A**

1. Definitions

- 1.1. Roteal Productions: the private limited liability company Roteal Productions B.V., having its registered office in (9407 TE) Assen, and its offices at Australieweg 9 unit 1.
- 1.2. Customer: any party that has or will have a contractual relationship with Roteal Productions B.V. of any kind.
- 1.3. Agreement: any arrangement or agreement between Roteal Productions B.V. and the Customer, of which these terms and conditions form an essential part.

2. Realisation of agreement and amendments

- 2.1. All offers made by Roteal are non-binding, even if they specify a deadline for acceptance, and may be revoked by Roteal at any point and time.
- 2.2. Roteal is, at all times, entitled to revoke offers or quotations until (no later than 48 hours) after its acceptance.
- 2.3. Roteal is not obliged to execute accepted offers if they are subject to obvious clerical errors.
- 2.4. An acceptance by the Customer of an offer by Roteal, which contains reference to the applicability of the Customer's terms and conditions, whether or not with the exclusion of Roteal's general terms and conditions, shall have no effect, insofar as they imply the applicability of the terms and conditions of the Customer and/or the exclusions of Roteal's terms and conditions. Article 19 of the Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 2.5. An agreement between Roteal and the Customer shall be concluded when the Customer has signed and returned the offer, Roteal has received an email from the Customer in which the Customer has explicitly indicated that they will agree to Roteal's offer without any reservations or conditions, the Customer has explicitly indicated by telephone to agree to Roteal's offer without any further reservations or conditions or when Roteal (or a Third Party on behalf of Roteal) has started with the execution of the agreement.
- 2.6. The terms and conditions of the Customer are expressly rejected by Roteal.
- 2.7. These terms and conditions apply to all present and future legal Agreements and other relationships between Roteal and the Customer.
- 2.8. The content of the Agreement applies insofar as the Agreement deviates from the provisions of these terms and conditions.
- 2.9. Amendments to the Agreement (including to these terms and conditions) between the parties can only be substantiated in writing. Deviations from the provisions shall apply only to the agreement in which these deviating provisions are made.
- 2.10. Changes in the composition of the contract will lead to changes in delivery times. If the Customer requests to change their order in accordance with the previous paragraph, they accept the changes in delivery times in advance.
- 2.11. Roteal is entitled to revoke its offer or to terminate the Agreement if its credit insurer does not wish to provide full coverage for the Customer and/or the Agreement in question. In this instance, the Customer is not entitled to any compensation or damages.
- 2.12. A composite quotation or order does not oblige Roteal to deliver a part of the goods at a corresponding proportion of the quoted price.
- 2.13. Shown and/or provided samples, specifications of colours, dimensions, weights and other descriptions listed in brochures, price lists, promotional material and/or on the Roteal website are as accurate as possible, but are only indicative. The Customer cannot derive any rights from them.

3. Execution, delivery and risk

- 3.1. Delivery and transport are, in all cases, at the Customer's expense and risk (also if, in deviation from the above, the parties agree that Roteal provides transport), unless the parties explicitly agree otherwise in writing. In all cases, the Customer is obligated to take and accept delivery.
- 3.2. If it has been agreed that Roteal will provide transport and the Customer wishes to have the products insured by Roteal during transport, or has other requirements for transport, these must be agreed with Roteal in writing. The insurance is arranged at the Customer's risk and expense.
- 3.3. If products are not received due to unforeseen circumstances or due to negligence on the part of the Customer in fulfilling its acceptance obligation, or if they cannot be transported to the destination, Roteal is entitled to store these products at the expense and risk of the Customer and to demand payment without the Customer being entitled to defer payment.
- 3.4. If the Customer fails to accept their acceptance obligation, Roteal is entitled to sell the products on behalf of the Customer at a reasonable price to be determined by Roteal, after the expiration of a period of 4 weeks after the products should have been accepted. If this is the case, Roteal is entitled to offset the purchase price paid to it against its claims against the Customer, including its claims for compensation.
- 3.5. The delivery note provides full evidence, subject to proof to the contrary, between Roteal and the Customer (and any other involved parties) of the conditions of receipt by the Customer of the goods and their packaging in outwardly good condition, of the weight and of the number of goods.
- 3.6. If the goods are delivered with externally visible damage or loss and the Customer has not informed Roteal of an issue in writing, either upon or immediately after accepting the goods, in which the general nature of the damage or loss is indicated, Roteal (or the transporter on behalf of Roteal) will be deemed to have delivered the goods in good condition (at least in accordance with the agreement).
- 3.7. Stated and/or agreed deadlines (including, but not limited to, delivery times) are approximate, and are never to be regarded as deadlines.
- 3.8. The Customer is not entitled to terminate the Agreement on account of a failure to deliver within the agreed delivery time before they have given Roteal a reasonable time period in which to deliver, in a written statement, and the delivery has not been made in this period either.
- 3.9. The Customer is not entitled to terminate the Agreement if the late delivery is (partly) caused by the Customer.
- 3.10. The Customer shall, at all times, comply with any instructions given by Roteal regarding storage of the products delivered by Roteal.
- 3.11. Roteal is entitled to engage third parties for the execution of the Agreement.
- 3.12. Unless expressly agreed otherwise in writing, the Customer shall ensure that Roteal or the third parties engaged by Roteal are able to obtain the following in a timely manner at their own expense and risk:
 - a. all necessary information regarding the circumstances relevant for delivery of the goods and, furthermore, all information required by Roteal for the execution of the agreement;
 - b. the necessary authorisations, such as (but not limited to) public and private permissions (including, but not limited to, permits).
- 3.13. Should the goods be damaged during transport (or during loading and unloading) and should Roteal be liable for this (despite all limitations of liability laid down in these terms and conditions), the liability for this damage shall, in all circumstances, be limited to that which is paid out to Roteal by third parties (such as the carrier or the insurer).
- 3.14. The Customer guarantees that the information and provisions provided to Roteal by them or on their behalf, as referred to in the previous paragraph, are correct and complete. The Customer shall ensure the timely delivery of this information and these provisions. The performance or delivery period shall not commence until the Customer has made this information and these provisions available to Roteal completely and correctly. If this information and/or these provisions are not at Roteal's disposal at any time, the execution period will also be suspended for an equal period.

- 3.15. Roteal will make every effort to perform and offer the agreed services with care. All services are performed on the basis of a best-effort obligation ('inspanningsverplichting').
- 3.16. Assignments are accepted and executed solely with the exclusion of the provisions of Articles 7:404, 7:407 paragraph 2 and 7:409 of the Dutch Civil Code, even if the assignment is given expressly or tacitly with a view to it being carried out by one particular person.

4. Force majeure

- 4.1. In the event of force majeure, whether of a permanent or temporary nature, Roteal is entitled, at its own discretion, to terminate the agreement in part or whole or to temporarily suspend its obligations under the Agreement without the Customer being able to claim compliance, compensation and/or termination.
- 4.2. Between the parties, force majeure is understood, in addition to what is understood in law and jurisprudence, as all external causes, foreseen or unforeseen, over which Roteal has no influence, but which prevent Roteal from fulfilling its obligations. This includes (but is not limited to): strikes in the Roteal business or in third parties that Roteal is in any way dependent on for the performance of the agreement, danger of war, war, riots, acts of war, epidemics/pandemics, boycotts, disruptions in traffic or transport, restrictive government measures, scarcity of raw materials, untimely delivery of raw materials or other necessary materials or failure to deliver, bankruptcy or suspension of payments in one or more of its suppliers or third parties, natural disasters, weather conditions preventing work from being adequately performed, electricity failure, failures in internet, computer network or telecommunications facilities and impairment of the health or the death of Roteal's key staff.
- 4.3. Roteal shall also be entitled to cite force majeure if the circumstance preventing (further) fulfilment of the agreement occurs after Roteal should have fulfilled its obligation.

5. Retention of title and loan

- 5.1. The delivered goods shall remain the exclusive property of Roteal as long as the Customer has not paid the receivables:
- a. with respect to goods delivered or to be delivered by Roteal to the Customer under this or any other (whether future or otherwise) Agreement, and/or
 - b. with respect to services performed or to be performed for the Customer pursuant to the said Agreements, and/or
 - c. resulting from the failure to fulfil the aforementioned obligations, such as (but not limited to) interest, extra-judicial and judicial costs.
- 5.2. The present title retention therefore does not expire if, at any time, no claims of Roteal under title retention are outstanding against the Customer, but also covers future claims.
- 5.3. All goods that Roteal designates and of which, by means of invoices or otherwise, Roteal can prove that it has delivered goods of that type, shall be deemed to originate from Roteal between the parties (and potentially the trustee) unless evidence to the contrary is provided.
- 5.4. The value of the items to be delivered shall be deemed to be no more than 50% of the invoice value of the relevant items, but shall never exceed the total outstanding claims. The judicial and extra-judicial costs and any costs incurred in obtaining items to be delivered shall be deemed to amount to 25% of the invoice value of the goods concerned.
- 5.5. The Customer may resell the goods within the scope of its normal business operations, provided that the Customer also stipulates a comprehensive title retention for these goods with its customers.
- 5.6. If the Customer is given suspension of payment ('surséance van betaling') or is declared bankrupt, they shall not be authorised to use and/or dispose of the goods from that moment on.
- 5.7. Samples, displays, brochures, flyers and other marketing and sales materials provided by or on behalf of Roteal shall remain the property of Roteal and shall be returned to Roteal at the expense of the Customer on its first request.

6. Pricing

- 6.1.** Unless explicitly stated otherwise, the prices stated in quotations and agreements or in any other statements by Roteal are in Euro, exclude VAT, exclude the costs of transport and haulage, exclude the invoices of any third parties involved, exclude any import duties, other taxes, levies and duties.
- 6.2.** An increase in cost price-determining factors (such as, but not limited to, changes in laws and regulations, government measures, currency fluctuations or changes in the prices of the required materials or raw materials), which arise after the conclusion of the agreement, may be passed on by Roteal to the Customer if the performance of the agreement has not been completed yet at the time of the increase.
- 6.3.** Roteal is entitled to charge the price that it would also charge in similar situations, unless parties explicitly agree on a price. If the parties have not explicitly agreed on a price, the Customer may not rely on offers and quotations previously made by Roteal (whether or not implemented). Offers do not apply to repeat orders and/or future orders.

7. Invoicing, payment and due date

- 7.1.** Unless otherwise agreed in writing, payment shall be made by bank within 30 days of the invoice date without suspension or adjustment.
- 7.2.** If payment is not made within the agreed payment period, the Customer will owe interest to Roteal starting from the date of expiry of the term of payment. The interest is 1% per month, but is equal to statutory (commercial) interest (6:119a Dutch Civil Code) if this is higher.
- 7.3.** The Customer shall be liable for all costs actually incurred by Roteal (both in and out of court) for the collection of its claims against the Customer, with a minimum of € 250.00 per invoice.
- 7.4.** Everything that the Customer owes Roteal will be immediately due and payable if a payment term has been exceeded, if the Customer is declared bankrupt (or the equivalent applied in another country), if the Customer applies for a suspension of payments ('surséance van betaling') (or the equivalent applied in another country), if any of the Customer's assets or accounts have been seized, if the Customer (company) is dissolved or liquidated or discontinues its business, if the Customer (natural person) applies for admission to judicial debt rescheduling ('WSNP') (or the equivalent thereof), is placed under guardianship or dies.
- 7.5.** Payments shall be made in Euro.
- 7.6.** Irrespective of the agreed payment conditions, the Customer is obliged to provide what Roteal considers sufficient security for payment, at Roteal's request. If the Customer does not comply with this request within the stipulated period, they shall immediately be deemed to be in default. In this instance, Roteal shall be entitled to terminate the agreement and to recover its losses from the Customer.
- 7.7.** The right of the Customer to offset their claims against Roteal against payment obligations to Roteal for whatever reason is expressly excluded. The Customer shall in no case be entitled to suspend any of their obligations.
- 7.8.** Roteal shall be entitled to impose a limit on the amount of outstanding (unpaid) invoices of Roteal on the Customer prior to the agreement or during the term of the agreement. In this instance, the Customer shall (even if the period of payment of all outstanding invoices has not expired yet) prevent the total outstanding amount (irrespective of the period of payment) from exceeding the limit. If the limit is exceeded, Roteal shall be entitled to suspend its obligations (such as, but not limited to, suspending work and suspending delivery of the goods) until such time as the Customer has paid such an amount that the limit is no longer exceeded, without this constituting a shortcoming on the part of Roteal and without the Customer being entitled to, for example (but not limited to), compensation on account of forfeited fines, reimbursement of costs or other damages, or to performance, dissolution or termination of the agreement. The provisions of this paragraph shall not affect Roteal's right to compensation for costs, damages and interest.

7.9. Roteal is entitled to deliver the goods specified in an order in parts (partial deliveries) and to invoice accordingly.

8. Warranty and indemnification

- 8.1. The products to be delivered by Roteal shall meet the customary requirements and standards that can reasonably be set for normal use in the Netherlands at the time of delivery.
- 8.2. Roteal shall not be liable for damages (and shall not fail to fulfil its obligations) if its products do not comply with requirements and regulations of countries other than the Netherlands. This includes, but is not limited to, legislation, necessary licences, tax issues and import regulations. The Customer is responsible for such claims if it imports the products into countries other than the Netherlands.
- 8.3. The Customer indemnifies Roteal against any and all claims of third parties, based on the fact that the products do not comply with local legislation and regulations (outside of the Netherlands), insofar as they have been put into circulation by the Customer or its affiliated companies in the country in question.
- 8.4. The Customer indemnifies Roteal against all claims for damages by third parties resulting from the use of the products, insofar as these have been put into circulation by the Customer or its affiliated companies in the country concerned.
- 8.5. Guarantees shall never apply to clearance parties, special parties and/or action parties (unless it has been expressly agreed in writing that a guarantee shall apply to the parties in question).
- 8.6. In all cases where Roteal grants one or more guarantees, the following provisions apply.
- a. Roteal cannot be held liable for statements made by third parties regarding guarantees, such as (but not limited to) statements made by manufacturers and/or distributors regarding guarantees on raw materials.
 - b. The Customer can only claim a guarantee if they have complied with all Roteal's instructions, these general terms and conditions, the Agreement and furthermore all commitments to Roteal.
 - c. Any guarantee exclusively implies that Roteal guarantees for a certain period of time that the sold goods are free from defects resulting from defective design, material or manufacturing. Deviations from the specifications that do not result in the sold item being unsuitable or no longer suitable for the purpose for which the Customer uses the purchased item do not constitute a shortcoming by Roteal under this provision.
 - d. Only the Customer can claim the warranty. The guarantee is not transferable and this provision also prevents the guarantee from being transferred (under property law).
- 8.7. The warranty does not apply if:
- a. Customer has not acted in accordance with Article 9 of these terms and conditions;
 - b. the regulations regarding safety, user instructions, processing instructions, installation instructions or other instructions published by or on behalf of Roteal have not been observed;
 - c. there is normal wear and tear;
- 8.8. A claim honoured by Roteal under these warranty conditions expressly does not imply any acknowledgement of liability on the part of Roteal for any damage suffered by the customer or third parties.
- 8.9. In the event of replacement or repair, no new warranty (period) shall be provided for the repaired or replaced goods.
- 8.10. If Roteal's supplier or the manufacturer of the goods provides a warranty for the goods and the warranty conditions of Roteal's supplier or manufacturer have more stringent conditions (compared to the conditions provided by Roteal), the more stringent of Roteal's supplier or manufacturer shall prevail. If Roteal's supplier or manufacturer of the merchandise provides a guarantee for the merchandise, and the guarantee conditions of Roteal's supplier or manufacturer contain additional conditions (in comparison with the conditions provided by Roteal), the additional conditions of Roteal's supplier or manufacturer also apply.

9. Monitoring of products and objection period

- 9.1.** The Customer must inspect (or have inspected) goods before or during delivery and must inspect (or have inspected) goods immediately after completion of the implementation of services. Any defects or deviations from that which has been agreed upon that are visible or otherwise reasonably recognisable through inspection should preferably be reported to Roteal in writing, stating reasons and substantiation, immediately upon inspection, but no later than 5 working days after the delivery of goods and/or performance of the services. If the Customer has not made use of the opportunity to inspect the goods/services (or have them inspected) in a timely manner, it shall be assumed between the parties that the products have been delivered without any defects visible to the eye or otherwise reasonably recognisable by inspection, or that the services are in accordance with the agreement. If the Customer proceeds with or continues with the sale, delivery, treatment, installation or processing of the delivered goods when defects/deficiencies are detected without written consent from Roteal, the Customer accepts the delivered goods and services, and the possibility to invoke the detected defects/deficiencies lapses.
- 9.2.** Incorrect invoices must be reported to Roteal by the Customer within 10 days of the invoice date in writing, stating reasons and with justification. If the Customer fails to notify Roteal of the issue(s) within the period and in accordance with the regulations referred to in this paragraph, the invoice shall be deemed to have been accepted by the Customer, the Customer shall be (and shall remain) obliged to pay the invoice and the Customer shall lose the right to correction/crediting of the invoice. The above is without prejudice to Roteal's right to correct errors in an invoice at any time.
- 9.3.** Other defects or deviations from that which has been agreed upon must be reported to Roteal in writing, stating reasons, within 3 days of their discovery.
- 9.4.** If the Customer fails to notify Roteal of the issue(s) stipulated in this article and in accordance with the regulations referred to in this article, the Customer will lose the right to invoke any legal consequences arising from the defect or deviation from that which has been agreed upon. In that case, the Customer shall, among other things (but not exclusively), no longer have any right to claim inadequate performance ('tekortkoming in de nakoming van de overeenkomst'), annulment ('vernietiging'), suspension ('opschorting'), termination ('ontbinding') and/or compensation on account of the defect or shortcoming.
- 9.5.** Minor deviations from specified dimensions, weights, compositions or colours, or other deviations which do not substantially alter the composition, performance or applicability of the products, imperfections or properties of goods manufactured from raw materials where these imperfections are inherent in the nature of the (raw) materials, shall not mean that the goods delivered or to be delivered do not meet the requirements of the Agreement, nor shall they entitle the Customer to cancel or (partially) terminate the agreement, or to refuse to accept or pay for the products.
- 9.6.** If it is established that the goods are defective, this is attributable to Roteal, and this is reported to Roteal in time and in the correct manner (cumulative conditions), Roteal will replace the defective good within a reasonable period of time after having received it back or, if returning is not reasonably possible, replace the defective good at Roteal's discretion or arrange for its repair or (at Roteal's discretion) pay the Customer compensation for this up to a maximum of the purchase price of (the relevant part of) the defective good.
- 9.7.** If it has been established that a service has not been performed in accordance with the agreement, if this is attributable to Roteal and if Roteal has been notified of this in a correct and timely manner (cumulative conditions), then Roteal shall still perform the service in the correct matter or (at Roteal's discretion) will pay the Customer compensation for this up to a maximum of the price of (the relevant part of) the service.

10. Suspension and termination

- 10.1.** Roteal reserves the right to suspend obligations arising from Agreements if the Customer has not fulfilled all their obligations arising from these and previous agreements with Roteal.

10.2. In addition to the other rights to terminate the Agreement that arise from the law and the Agreement itself, Roteal shall be entitled to terminate the Agreement (in full or in part – at Roteal's discretion) by means of an extra-judicial declaration if it fears a deterioration in the Customer's solvency, if the Customer has been declared bankrupt (or an equivalent), if the Customer has applied for a suspension of payments (or an equivalent), if the Customer ceases its business operations or intends to cease its business operations.

10.3. Insofar as the Customer has a right termination ('ontbindingsrecht'), this is limited in the case of long-term contracts to the withdrawal of the order or part thereof in which Roteal has accountably failed. In this case, the parties shall have an obligation to undo all mutually delivered performances that relate to the order or part thereof. The right of withdrawal does not apply to subsequent orders and/or deliveries.

11. Intellectual property rights and packaging requirements

11.1. Unless explicitly agreed otherwise in writing, Roteal retains all other intellectual property rights (including, but not limited to, patent rights, copyrights, design rights and/or trademark rights) to the products it has delivered, the offers made by it, designs, images, drawings (test) models, image and word marks, trade names, software, etc.

11.2. If the Customer notices that Roteal's products infringe on any property rights belonging to a third party or that a third party is infringing an intellectual property right belonging to Roteal, the Customer must immediately inform Roteal thereof.

11.3. If a third party infringes on an intellectual property right belonging to Roteal, the Customer is obliged to cooperate in order to enable Roteal to take legal and non-legal action against this infringement.

11.4. The Customer is not authorised to make changes to Roteal's packaging; the Customer is not authorised to repackage products.

12. Liability

12.1. Roteal shall never be liable for damages, for example (but not exclusively) as a result of defects in or to goods sold, services rendered or work carried out or otherwise as a result of failure to fulfil any obligation under the agreement or the commission of an unlawful act, both to the Customer and to third parties. Furthermore, Roteal is not liable for mistakes made by its staff or Third Parties that it has engaged within the framework of the execution of the agreement.

12.2. If Roteal can be held liable, the liability per event or series of events with a common cause shall, in any case, be limited to the amount paid out by its liability insurance for the case in question.

12.3. Under no circumstance shall liability exceed the invoice amount of the order in question in the event of a breach of a delivery contract.

12.4. In case of liability, Roteal shall only be liable for direct damage. Direct damage is understood to mean the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage as referred to in this section, and any reasonable costs incurred to have the defective performance of Roteal fulfil the agreement, insofar as these can be attributed to Roteal, and reasonable costs incurred to prevent or limit the damage, insofar as the Customer can demonstrate that these costs have led to a limitation of the direct damage.

12.5. Roteal shall never be liable for indirect damage including, but not limited to, loss of profit, lost savings, interruption of business and damage to third parties, also in the event of non-fulfilment or inadequate fulfilment of a remedial obligation.

12.6. All liability limitations or exclusions in the agreement and these terms and conditions shall not apply if the damage is the result of intent or deliberate recklessness on the part of Roteal or its managing subordinate(s).

12.7. If the Customer breaches the Agreement, the Customer shall be liable for all damage on the part of Roteal resulting directly or indirectly, such as (but not limited to) loss of profit, lost savings and other trading losses.

- 12.8.** If Roteal places items on or in the vicinity of the premises or the building where the work is to be performed, the Customer shall be responsible for ensuring the adequate security thereof. In case of damage to these items, the Customer shall always be liable for this damage.
- 12.9.** The Customer will indemnify Roteal against (possible) claims of third parties that relate to the execution of the agreement. All resulting costs and damage incurred by Roteal shall be at the full expense of the Customer.
- 12.10.** The limitation of liability in this Article shall also apply to the guarantees referred to in Article 8.

13. Confidentiality

- 13.1.** The Customer is obliged to keep confidential all sensitive information obtained within the framework of the agreement or from any other source, under penalty of an immediately payable fine of € 2,500 for each breach of this confidentiality obligation, without prejudice to Roteal's right to claim additional compensation.
- 13.2.** Roteal is entitled to disclose the name of the Customer and its logo as a business partner to third parties in part for commercial purposes.

14. Applicable law and competent court

- 14.1.** All legal relationships to which Roteal is a party shall be exclusively governed by Dutch law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship is based abroad. Evidence of an agreed different legal system can only be provided by a written document signed by both parties.
- 14.2.** The Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 14.3.** Unless otherwise stipulated by mandatory law, the civil court of the District Court of Noord-Nederland in Assen shall have exclusive jurisdiction over disputes arising from agreements between Roteal and the Customer. However, Roteal shall be free to submit a dispute arising from an agreement between Roteal and the Customer to any court that would be competent to rule on the dispute in the absence of a choice of court.