



TERMS AND CONDITIONS:

Article 1. Definitions and General Provisions

- 1.1 General Conditions: these general conditions
- 1.2 Purchase Agreement: The Agreement by which EUROSAFETYGROUP commits to sell specified item(s) to BUYER for a price money to which general terms and conditions are attached.
- 1.3 BUYER: The legal entity that has entered into an Agreement with EUROSAFETYGROUP.
- 1.4 EUROSAFETYGROUP: EUROSAFETYGROUP B.V.
- 1.5 Agreement: Every Agreement between EUROSAFETYGROUP and BUYER to which these terms and conditions are attached.
- 1.6 Parties: EUROSAFETYGROUP and BUYER collectively.
- 1.7 Products: Goods and/or services sold by EUROSAFETYGROUP to BUYER.
- 1.8 Under direct damages will be understood:
 - The reasonable costs incurred to determine the cause and scope of the damage, insofar such determination relates to damage within the meaning of these General Conditions;
 - The reasonable costs incurred by EUROSAFETYGROUP due to the BUYER's incomplete performance of the Agreement, insofar these costs can be attributed to BUYER;
 - Reasonable costs made by EUROSAFETYGROUP to prevent or contain damages, insofar the other party illustrates these costs led to limitation of direct damages within the meaning of these General Conditions.
- 1.9 Under 'Force Majeure' will be understood, in addition to its meaning in legislation and case law, all external causes that EUROSAFETYGROUP cannot influence, but still cause EUROSAFETYGROUP to be unable to carry out its obligations to BUYER.

Article 2. Applicability

- 2.1 These General Conditions apply to all quotations, offers and agreements between EUROSAFETYGROUP and BUYER, as well as all agreements and legal consequences resulting from these quotations, offers and agreements, unless otherwise agreed upon by Parties in writing.
- 2.2 The version of these General Conditions in force, is the version that is issued on the date the quotation is issued.
- 2.3 These General Conditions also apply to all Agreements entered into by EUROSAFETYGROUP, but have to be carried out partially or completely by any third party or third parties.
- 2.4 Should any provision in the agreement be invalid, the other provisions remain in force without prejudice, unless the agreement then becomes obviously unreasonable to uphold. At such a time, EUROSAFETYGROUP and BUYER will deliberate to install replacing provisions that resemble the goal and scope of the original provisions as much as possible.
- 2.5 In case of any ambiguity concerning the meaning of one or more provisions of the General Conditions, then such provisions shall be explained in conjunction with the 'spirit' of these General Conditions.
- 2.6 In case a situation arises between EUROSAFETYGROUP and BUYER that is not covered by these General Conditions, but is related to one or more of its provisions, than such a situation shall be treated in accordance with the 'spirit' of these General Conditions.
- 2.7 If EUROSAFETYGROUP does not insist on strict compliance of these General Conditions, this does not mean that its provisions no longer apply, or that EUROSAFETYGROUP in any way forfeits its right to demand strict compliance of these General Conditions.



- 2.8 The provisions of these General Conditions do not affect the right of EUROSAFETYGROUP to (also) exercise rights assigned by legislation or a treaty that are not described here.
- 2.9 Departures from these General Conditions only apply when Parties explicitly agree otherwise in writing. Such departures have no effect on other existing/future Agreements.
- 2.10 The applicability between the Parties of any general terms and conditions adopted by BUYER is explicitly excluded.
- 2.11 EUROSAFETYGROUP is entitled to amend these General Conditions at any time.

Article 3. Quotation and Offers

- 3.1 Quotations and offers issued by EUROSAFETYGROUP are, without prejudice, subject to its confirmation; an Agreement binding on EUROSAFETYGROUP shall only come into effect after EUROSAFETYGROUP issues written confirmation to BUYER. The illustrations, drawings, dimensions, weight specifications, etc. pertaining to a quotation shall be regarded as an estimate unless EUROSAFETYGROUP has expressly stated that they are to be regarded as an accurate specification. A quotation or offer becomes invalid if the Product it relates to is no longer made available by EUROSAFETYGROUP.
- 3.2 EUROSAFETYGROUP cannot be held to a quotation or offer if BUYER should have reasonably understood such quotation or offer contains a substantial mistake that is detrimental to the business of EUROSAFETYGROUP.
- 3.3 All prices specified by EUROSAFETYGROUP in quotations and offers are exclusive of VAT and other levies payable in the context of the Agreement, including, but not limited to, shipping and administrative costs.
- 3.4 If an acceptance differs from an offer or quotation, EUROSAFETYGROUP shall not be bound that acceptance. Parties shall not have entered into an Agreement in accordance with such acceptance, unless EUROSAFETYGROUP expresses otherwise in writing.
- 3.5 Offers and/or quotations issued by EUROSAFETYGROUP do not apply to future orders automatically.

Article 4. The Agreements, Amendment and Execution

- 4.1 An Agreement is only established when EUROSAFETYGROUP accepts an order.
EUROSAFETYGROUP shall inform BUYER whether it accepts its order. EUROSAFETYGROUP shall also inform BUYER when its products have been dispatched.
- 4.2 EUROSAFETYGROUP may (partially) refuse an order without explanation at any time, for example because of suspicions that BUYER is unable to fulfil payment obligations, without being liable for any damages.
- 4.3 EUROSAFETYGROUP shall try to its hardest to fulfil its Agreement with BUYER. This constitutes a best efforts obligation, unless EUROSAFETYGROUP has expressly committed to achieving a result that has been sufficiently specified in the Agreement.
- 4.4 If during the execution of the Agreement it becomes clear that amendments to the Agreement as necessary to ensure a proper performance, than Parties shall deliberate without undue delay with aim to come to such necessary changes.
- 4.5 EUROSAFETYGROUP may alter the contractual price in the following circumstances, even without a contractual reservation:
 - a. If the price increase is due to a change in the Agreement;
 - b. If the price increase is the consequence of a contractual right or legal duty of EUROSAFETYGROUP;
 - c. In other circumstances if EUROSAFETYGROUP and BUYER have agreed to this in writing.

Article 5. Prices and Payment



- 5.1 The prices are exclusive of tax, including but not limited to VAT, and other levies, including but not limited to shipping costs. These costs are to be paid by BUYER.
- 5.2 BUYER shall pay the agreed price, as well as VAT and other levies, within the period stipulated by EUROSAFETYGROUP. If no period is stipulated, payment shall be made within twenty (20) days of the invoice date. Payment shall be made by transfer into a bank/giro account indicated by EUROSAFETYGROUP.
- 5.3 EUROSAFETYGROUP may at any time demand full or partial payment in advance.
- 5.4 EUROSAFETYGROUP may send invoices periodically.
- 5.5 If BUYER fails to (fully) pay the invoice within the period stipulated by EUROSAFETYGROUP, or becomes insolvent, or requests moratorium, BUYER will be in default, without any notice of default being required, and all BUYER's payment obligations will consequently become immediately due and payable.
- 5.6 In the aforementioned case referred to in subsection 5.5, without a further notice of default and without detriment to its other rights, from the due date EUROSAFETYGROUP will also be entitled to charge BUYER statutory commercial interest, as referred to in article 6:119a of the Dutch Civil Code, plus 1% up to the date of payment in full, whereby part of a month will count as a whole month. EUROSAFETYGROUP is also entitled to deem the agreement terminated, without judicial intervention being required. In such case, BUYER shall be liable for the losses incurred by EUROSAFETYGROUP, comprising among others, of loss of profits and further costs, including those referred to in subsection 5.8. The amount on which interest is charged shall be increased following the expiry of each year with the amount due in interest for that year.
- 5.7 BUYER shall be liable for all reasonably incurred judicial and extrajudicial collection costs, including the costs of proceedings as well as the costs of lawyers and third parties engaged by them, which EUROSAFETYGROUP incurs as a result of the BUYER's failure to fulfil its payment obligations.
- 5.8 In the event of having reasonable doubts about whether BUYER is capable of meeting its payment obligations and other obligations, which will in any case apply if BUYER fails to meet any of its payment obligations after having been served notice of default, EUROSAFETYGROUP will be entitled to require BUYER to pay at least half of the agreed amount in advance or to provide proper security.
Until BUYER has done so, EUROSAFETYGROUP will be entitled to suspend performance of the Agreement. The amount of the advance payment or the amount of security shall be assessed by EUROSAFETYGROUP.
- 5.9 Payments made by BUYER first serve as payment of any interests and costs owed, and secondly as payment of the oldest due and payable invoices, even if BUYER states that the payment concerns a later invoice.

Article 6. Retention of Title

- 6.1 EUROSAFETYGROUP retains the title to all the Products it has delivered until BUYER:
 - a. has paid in full the price of all the Products, plus any due interests and costs;
 - b. has paid all amounts due in connection with work performed by EUROSAFETYGROUP on behalf of BUYER or is scheduled to perform within the scope of the Agreements concerned; and
 - c. has paid the amounts due to EUROSAFETYGROUP in the event of any failure by BUYER to fulfil the aforementioned obligations.
- 6.2 During the period in which EUROSAFETYGROUP holds the title to the Products, BUYER shall store all the Products delivered subject to retention of title carefully and mark them as the recognizable property of EUROSAFETYGROUP. BUYER shall not be permitted to transfer the Products as security to a third party or encumber them with security rights, and shall notify



EUROSAFETYGROUP of any event that harms or could harm the interests of EUROSAFETYGROUP as the owner.

- 6.3 In the event BUYER fails to fulfil its obligations to EUROSAFETYGROUP, or EUROSAFETYGROUP has reasonable grounds for fearing that BUYER will fail to fulfil its obligations, EUROSAFETYGROUP will be entitled to repossess the delivered goods without prior notice and without affecting EUROSAFETYGROUP's right to compensation. BUYER shall cooperate fully herein and grant access to its storage place to EUROSAFETYGROUP in this context at any time.
- 6.4 EUROSAFETYGROUP is not bound to provide any indemnity to BUYER for its liability as holder of the goods. On the other hand, the BUYER will indemnify EUROSAFETYGROUP against any claim that third parties could substantiate in connection with the retention of title.
- 6.5 If any third party claims to have a right to the Products during the retention of title period, BUYER shall notify the third party concerned of EUROSAFETYGROUP's right and inform EUROSAFETYGROUP immediately.
- 6.6 In the event a third party has possession on the party's behalf of any Products subject to retention of title, and the BUYER fails to perform its duties to EUROSAFETYGROUP, BUYER shall, if EUROSAFETYGROUP so requests, inform EUROSAFETYGROUP of the name and address of the third party involved, and EUROSAFETYGROUP shall be entitled to inform such third party that it shall thereafter keep the Products for EUROSAFETYGROUP.

Article 7. Risk and Delivery

- 7.1 Unless explicitly otherwise agreed to the contrary, all delivery dates apply as estimates and not deadlines. EUROSAFETYGROUP shall try to deliver its products on the agreed upon date, but EUROSAFETYGROUP is not liable to BUYER if EUROSAFETYGROUP is unable to deliver the Products on time, if this is due to circumstances outside EUROSAFETYGROUP's sphere of influence, such as delays caused by transport companies.
- 7.2 If EUROSAFETYGROUP is unable to deliver the Products within forty (40) days of the agreed upon delivery date, then BUYER has the right to cancel his order. To cancel an order, BUYER has to send a letter to EUROSAFETYGROUP. The cancellation is only valid if the cancellation (in writing or per email) is received by EUROSAFETYGROUP before EUROSAFETYGROUP has made the Products ready for shipping.
- 7.3 EUROSAFETYGROUP is permitted to make partial deliveries. If EUROSAFETYGROUP chooses to do so, it shall notify BUYER about this as soon as possible. EUROSAFETYGROUP will be entitled to submit invoices in such cases and BUYER shall pay them as invoices for separate Agreements.
- 7.4 If BUYER does not accept the delivery or is unable to, then BUYER shall immediately be in default. At such a time EUROSAFETYGROUP may:
 - a. Store the Products, with BUYER being liable for the storage costs;
 - b. Sell the Products for the best possible price, after which BUYER shall only receive the difference between the obtained price and the purchase price it has paid EUROSAFETYGROUP.
 - c. Offer to deliver the Products to BUYER again, where BUYER shall be liable for the additional (delivery) costs.
- 7.5 BUYER shall sign a certificate of receipt upon delivery of the Products
- 7.6 The risk for goods being supplied always passes permanently to BUYER at the time of arrival at the agreed place of delivery.

Article 8. Conformity

- 8.1 The Products EUROSAFETYGROUP delivers to BUYER must meet the terms and conditions set in the Agreement. A product does not meet the Agreement if it does not possess the characteristics or meet the standards BUYER could reasonably expect on the basis of the Agreement. BUYER may expect the product to possess the characteristics necessary for normal



use, as well as the GENERAL TERMS AND CONDITIONS OF SALE EUROSAFETYGROUP B.V., JANUARY 2019 characteristics necessary for needed for a special use, insofar as such a use is part of the Agreement.

- 8.2 In the event of collecting or arranging for the collection of the Products, BUYER shall check the quantities and condition of the purchased Products or arrange for this to be done within ten (10) days of delivery.
- 8.3 Following this inspection, if BUYER is of the opinion the Products do not conform to the Agreement, BUYER shall provide EUROSAFETYGROUP with substantive written notice within ten (10) days of the period referred to in subsection 8.2. Moreover, as soon as possible but no later than within 24 hours of the expiry of the period referred to in subsection 11.2, BUYER shall report the complaint to EUROSAFETYGROUP by e-mail. At such a time BUYER shall enable EUROSAFETYGROUP to conduct or arrange for an inspection of the Products which are the subject of the complaint, at a time designated by EUROSAFETYGROUP. Such inspection shall be at the expense of BUYER if the complaint proves unfounded.
- 8.4 In the event of a complaint being made, EUROSAFETYGROUP is entitled to require BUYER to arrange for a report to be compiled immediately by an independent expert. This shall be at the expense of BUYER, if the complaint proves to be unfounded. EUROSAFETYGROUP is also entitled to require BUYER to return the Products to EUROSAFETYGROUP immediately, in which case BUYER shall be liable for the associated costs if the complaint proves unfounded.

Article 9. Warranty

- 9.1 After the warranty period agreed upon by Parties has expired, all repair or replacement costs, including related administrative and shipping costs, are charged to BUYER.
- 9.2 Any form of warranty will lapse if a defect is the result or consequence of unjust or unwarranted use, unjust storage or maintenance by BUYER or by any third party not acting on behalf of EUROSAFETYGROUP. The same applies when, without written permission by EUROSAFETYGROUP, BUYER or third parties have altered the Products or have tried to alter the Products or have added materials or tried to add materials to the Products.
- 9.4 In case a Product is defective, and such a defect is communicated by BUYER to EUROSAFETYGROUP within the warranty period, then EUROSAFETYGROUP shall undertake to replace or repair the Product within a reasonable period of time.
- 9.5 If a complaint is determined to be unwarranted, BUYER shall reimburse EUROSAFETYGROUP all costs it incurred due to the complaint.
- 9.6 No warranty period is applicable if BUYER has not met his obligations to EUROSAFETYGROUP set forth in the Agreement, these General Conditions, by law or otherwise.
- 9.7 The repair or replacement of a Product during the warranty period does not cause the warranty period to extend. All costs related to the repair or replacement of Products outside the warranty period are attributed to BUYER.

Article 10. Liability

- 10.1 Before bringing legal proceedings on account of an attributable breach of the Agreement against EUROSAFETYGROUP, BUYER shall first issue EUROSAFETYGROUP written notice of this breach and grant EUROSAFETYGROUP a period of at least a calendar month to comply with the Agreement, before EUROSAFETYGROUP may be deemed to be in default.
- 10.2 Only direct damages attributable to EUROSAFETYGROUP may qualify for compensation. Any and all liability for indirect damages, including but not limited to any form of consequential damages, loss of profits, loss of proceeds and other damages incurred by BUYER due to business interruption, is excluded.



- 10.3 EUROSAFETYGROUP shall not be liable for any damages incurred due to EUROSAFETYGROUP acting on inaccurate information provided by the BUYER or by any third party on behalf of BUYER.
- 10.4 Any liability of EUROSAFETYGROUP related to non-conformity of Products shall be limited to the repair or replacement of the defective Products or components of the Products concerned, as EUROSAFETYGROUP sees fit.
- 10.5 If and insofar EUROSAFETYGROUP might be held liable for any reason, the liability shall always be limited to the amount paid under the business liability insurance in the case concerned and, insofar as the claim is not paid by the insurer, to the amount of the purchase price (exclusive of VAT and other levies).
- 10.6 If BUYER is in default in regards to its obligations to EUROSAFETYGROUP, then BUYER is liable for all damages (including all costs) that EUROSAFETYGROUP has incurred as a direct or indirect consequence of this.
- 10.7 BUYER indemnifies EUROSAFETYGROUP against any third-party claims, unless EUROSAFETYGROUP is liable according to this article.
- 10.8 For the purposes of this article, an attributable breach also includes unlawful acts.

Article 11. Force Majeure

- 11.1 If EUROSAFETYGROUP is unable to fulfil its obligations to BUYER, performance of the obligations shall be suspended for the duration in case of force majeure.
- 11.2 EUROSAFETYGROUP shall inform BUYER as soon as possible in case of force majeure.
- 11.3 If case force majeure lasts three months or longer, both EUROSAFETYGROUP and BUYER may terminate the Agreement entirely or partially by written notice and without any judicial intervention being required, insofar as the Products have not yet been delivered, and without any obligation to pay compensation or any other payment, apart from payment on the grounds of an unduly made payment.
- 11.4 If EUROSAFETYGROUP has already partially fulfilled its obligations upon commencement of the force majeure, or is only able to fulfil its obligations partially, it shall be entitled to submit an invoice separately for the part already fulfilled or to be fulfilled and BUYER shall pay the invoice as if it concerned a separate contract.

Article 12. Termination and Suspension

- 12.1 If BUYER fails to fulfil completely, properly and on time any obligation arising from the Agreement and/or these General Conditions, BUYER shall be in default, without any notice of default being required. At such time EUROSAFETYGROUP shall be entitled, without being obliged to pay compensation of any kind and without detriment to its further rights, to suspend, with immediate effect and without judicial intervention, the performance of all its obligations and/or entirely or partially terminate or cancel the Agreement concerned. In such a case, EUROSAFETYGROUP shall also be entitled to demand from BUYER payment at once of any amounts that BUYER owes EUROSAFETYGROUP and/or to withhold already agreed upon further deliveries subject to payment in advance.
- 12.2 In the event of termination by EUROSAFETYGROUP, EUROSAFETYGROUP may at its discretion opt for compensation in the form of:
- any adverse difference between the contract price and the market value of the goods concerned on the date of non-performance, or;
 - the difference between the contract price and the price of the covering sale; without this affecting the right of EUROSAFETYGROUP to additional or alternative compensation.
- 12.3 Moreover, without being obliged to pay compensation of any kind and without detriment to its further rights, EUROSAFETYGROUP shall be entitled, with immediate effect and without judicial

intervention, to terminate the Agreement with BUYER, if:

- a. BUYER has been granted a moratorium or is insolvent, or this is impending, or if any part of its assets is subject to attachment;
- b. BUYER ceases its operations, decides to go into liquidation, otherwise loses its legal personality or transfers or merges its business; without this affecting the right of EUROSAFETYGROUP to additional or alternative compensation. In such cases all claims of EUROSAFETYGROUP against BUYER shall be immediately due and payable.

12.4 If the cause for termination of the Agreement may be attributed to BUYER, then EUROSAFETYGROUP is entitled to full compensation of the incurred damages that are a direct or indirect consequence of this termination.

Article 13. Intellectual Property

13.1 All trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, business names, internet domain names, e-mail address names, copyrights (including rights in computer software), moral rights, database rights, design rights, rights in know-how, rights in confidential information, inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world shall remain the property of EUROSAFETYGROUP/RAINMAKER, unless already owned by a third party.

13.2 BUYER is not entitled and shall not use any of the intellectual property as set forth in article 13.1 of these General Conditions for its own profit.

13.3 In the event of a non-compliance by BUYER with article 13.1 and/or article 13.2, BUYER is liable for all consequential damages incurred or to be incurred by EUROSAFETYGROUP.