

**1. Salespromotor BV - General Sales-, Payment- and Delivery Conditions**

These general sales-, payment- and delivery conditions are applicable to all offers and/or sales and/or deliveries and/or resulting or related agreements of products and/or services made or provided by Salespromotor B.V. , hereinafter called "SP".

**2. Offers 2.1** All verbal and written offers made by SP, or made by employees on behalf of SP, are without engagement, even if these contain a period of validity. SP is only bound to its offers if these have been confirmed in writing, by means of letter of fax. If buyer does not notify SP of eventual remarks or comments and/or changes in the content within two days of the date of order confirmation, this order confirmation shall be accepted as irrevocable and final by buyer, including the enclosed descriptions of all goods and services, quantities, prices (and/or references to) delivery- and payment conditions. All consequences and costs related to changes which buyer wants to make later than two working days after date of order confirmation will be totally at the expense of buyer and/or customer of products and/or services provided by SP. **2.2.** Offers made in publications by SP in print, advertisements, in/on new media as for example cd-rom, dvd, diskette, zip, jaz, internet-websites and e-mail, are without obligation and can be changed by SP without further notice.

**3. Prices 3.1** Unless stated otherwise prices are in Euro and exclusive of V.A.T . **3.2** If price rises occur before the date of delivery and after the date of the written confirmation as a result of higher cost price, higher import duties, higher transport rates, higher levies, higher rates for foreign currency et cetera, SP is entitled to pass these on to buyer , within reason, partially or totally, unless a different arrangement has been made in the written confirmation to buyer.

**4. Delivery 4.1.** Delivery is ex warehouse of SP at Assen and goods are forwarded at buyer's expense, even if the transport is taken care of and/or arranged and/or charged and/or paid by SP. SP is not liable for damage and/or loss and/or theft of goods during or because of transport or other any transshipment between SP 's warehouse and buyer, and/or as a result of other logistic actions. **4.2.** SP can – at buyer's request - insure the transport at buyers expense on the basis of conditions that are agreed for every single transport and if an agreement on assurance has been made at least three days in advance of the execution of the transport. **4.3.** Terms of delivery are settled for each separate order, and are assumed to have commenced two working days after written confirmation by SP, under the condition that SP at the date of confirmation, as far as applicable and agreed in writing, has received from buyer all the documents (e.g. graphic designs, licences etc.) which are necessary for the implementation of the order. The term of delivery is prolonged by at least the period at which buyer fails to deliver these documents to SP. **4.4.** If providing financial security by buyer is part of the agreement, the term of delivery commences two working days after the date at which this security has been received by SP. **4.5.** SP is entitled to deliver the confirmed order in parts. Buyer cannot accuse SP for this reason of misfeasance or non-fulfilment of the confirmed agreement. **4.6.** The term of delivery confirmed to buyer can never be interpreted as a deadline (unless expressly agreed upon) but is based on circumstances known to SP at the date of confirmation of the agreement. If these circumstances change in such a way that the confirmed term of delivery cannot be realised, SP is entitled to extend the term of delivery in such a way as is necessary in relation to the changed circumstances. **4.7.** If the confirmed term of delivery is exceeded, buyer has the obligation to urge SP in writing, allowing SP a maximum extension of the term of delivery by at least 12 working days. Without any obligation by SP to compensate buyer , buyer is entitled to terminate the contract unilaterally and without intervention by the court.

**5. Payment 5.1** Payment is due within 14 days counting from date of invoice , unless other arrangements have been made in writing. Payments have to be made in such a way that the invoice sum is actually paid into the account of SP within 14 days after date of invoice. **5.2** Invoice sums are strictly net amounts and must be paid in full to SP without deduction, allowance, and without delay on account of supposed or actual defects (on the part of SP). **5.3** When payment is overdue buyer is in default. In that case, without any notification of default by operation of the law or judicial intervention, buyer owes interest to SP over the sum still owing of at least the monthly interest permitted by law or a part of it. Without prejudice to all rights assigned to SP under the agreement or resulting from statutory law, SP is entitled – according to its own judgement - to choose to delay further deliveries or to consider the agreement terminated/dissolved without judicial intervention.

**5.4** In case buyer fails to pay an agreed amount within the term of payment, or exceeds the term of payment or the agreed date of payment, or in case buyer has filed for a (provisional) suspension of payments , if buyer has been adjudicated bankrupt, or if buyer is in default because of any other cause of insolvency, receivership or seizure, liquidation or has been wound up, SP will be entitled to claim immediately the full amount of the purchase, increased by interest, judicial costs and non-judicial collection costs. The non-judicial costs will be charged at a percentage of at least 15% of the total amount due, with a minimum of €350 – exclusive of VAT. (BTW). **5.5** In case of overdue payment buyer is obliged to pay to SP all collection costs, whether or not these are made by means of intervention by bailiffs, lawyers, judges, collection agencies, credit insurance companies, authorized by SP, and all other costs made by SP, both judicial and extra-judicial, even when these exceed the awardable judicial costs or expenses.

**6 Security** SP is entitled to require security or payment in advance from buyer before the execution of an order or part of it, if the delivery concerns certain special or unique products or services, products made to size and/or graphic or other design products and/or if information on credit-worthiness and/or other information on buyer's solvency, in SP's judgement, gives reason to this. The security or prepayments that buyer is required to provide to SP must, according to SP's judgement, offer a sufficient guarantee for buyer's ability to meet his liabilities.

**7. Reservation of Title 7.1.** All goods remain the full and legal property of the seller until full payment by buyer to SP of the amount due, inclusive of eventual collection costs and interest still owing, has taken place. Buyer is not entitled to transfer the property right of seller to third parties as long as he has not met his financial obligations (liabilities) towards SP. **7.2.** Buyer is not entitled to transfer the delivered goods to third parties, either processed or unprocessed, until buyer has obtained the right of ownership by full payment of the amount due to SP. If buyer has delivered the products to third parties within the usual conduct of his business, buyer must cooperate fully in enabling SP to execute or realise its right of property. **7.3.** Designs, plans, lay-outs, technical data, installation instructions etc. which have been supplied to buyer by SP or have

been sold to buyer in the period of invoice, during or before the conclusion of the agreement, remain the exclusive property of SP and may not be copied, used, multiplied and/or transferred to third parties.

**8. Claims**  
**8.1.** Claims concerning deliveries or bills related to products or services by SP must be sent within 8 days by registered letter, in default of which buyer is assumed to have accepted unconditionally the product or service including the provided specifications on the bills. **8.2.** Claims referring to numbers, descriptions and conditions of products must be delivered to SP within 2 working days after receipt of the products, by registered letter, in default of which any claim will lapse. Any other claims are dismissed and will not be honoured. **8.3.** Products supplied by SP to buyer may not be returned to SP without permission. Any return deliveries which have not been approved by SP will be refused by SP. **8.4.** Financial obligations toward SP on the part of buyer shall, even if these are related to return deliveries which have been approved by SP., not be suspended as a result of claims. **8.5.** Claims are dismissed if, without SP's permission, changes have been made to the delivered product. **8.6.** In case of claims buyer is obliged to allow inspection by a independent party which has been appointed by both SP and buyer. The costs of this inspection will be charged to one of the parties, on condition that the loser shall pay.

**9. Guarantee and service**  
**9.1.** Unless agreed otherwise in writing, SP has the obligation towards the first buyer, at SP's discretion, to repair or replace hidden defects or diagnosed manufacturing faults in the delivered products of part of them, that have been reported in writing to SP, within 3 months after delivery, if buyer has fully met its obligations towards SP. **9.2.** Guarantee claims never entitle buyer to suspend payment of goods delivered by SP to buyer. Guarantee on consequential damage and/or other product liability is excluded. Product guarantee by SP towards buyer is limited to exclusively the goods delivered by seller and does not include the transport- and installation costs of these, nor products mounted on the delivered goods or products mounted otherwise on the delivered goods by third parties or the cost of labour related to it. **9.3.** Repair or replacement by seller under guarantee is excluded if product defects are caused by inexpert mounting, improper use or maintenance and vandalism. The cost of the guarantee deliveries and/or labour by SP are limited to maximum 100% of the purchase price of the delivered goods. If and as far as the products do not comply with the agreed quality requirements, SP shall, at its own discretion, either replace the products by products of the same kind and number, or take the products back according to the percentage/share of the imperfective delivery and credit buyer for the purchase price, on the assumption that buyer claimed in compliance with article 7, without being obliged to any other compensations. **9.4.** If no other guarantee agreements have been made between SP and buyer which state otherwise, the invoice is valid as proof of the purchase and the date of invoice counts as the first day of the guarantee term. **9.5.** All offers or agreements by SP are exclusive of service work such as mounting, installing, or dismantling of products which have been ordered from SP or are going to be ordered from SP and are only included in the agreement if they have been expressly confirmed in writing by SP to buyer. **9.6.** All service work (carried out by employees working for - or on behalf of SP, for mounting/installing or dismantling of products which have been - or are going to be ordered from SP, and which have not been included in the agreement with buyer at a fixed price) are - or shall be carried out on the basis of supervision, for which buyer will be charged on the basis of conditions which SP shall present to buyer in writing before the beginning of the service work.

**10. Liability**  
**10.1** SP is exclusively liable for damages towards the buyer as a result of defects for which SP can be hold responsible, if this defect is covered by its third-party insurance and to the extent the insurer pays out the benefit. **10.2** Apart from the cases referred to in paragraph 1, the liability is always limited to the amount which has been charged for the performance that caused the damage. SP shall never be hold accountable for damage which is caused by indistinctness, type errors or printing errors in invoices, order confirmations and/or product documentation, loss, damage and/or theft of data provided by buyer and/or any failure on the part of buyer regarding the implementation of his obligations, e.g. not providing the data necessary for the execution of the work in good time, among which measurement/sizes and digital and/or other data. If the conditions mentioned before lead to claims of third parties on SP, buyer shall safeguard SP from these. **10.3.** SP can never be liable for consequential damage resulting from the agreement. SP shall not be liable if buyer has the option to pass on the damage to third parties or to his insurance company.

**11. Force Majeure and cancellation**  
**11.1** In case SP is unable to perform its obligations as a result of force majeure, the obligations are suspended. Parties are entitled to terminate the agreement without interference of the court, without the obligation to compensate the damage if the period of force majeure, in which the performance of obligations was not possible, lasts longer than 8 weeks. **11.2.** Buyer has the obligation to pay SP for services or products that have been invoiced before or at the beginning of the period of force majeure, even if these services or products have been delivered partially. **11.3.** All circumstances preventing the implementation of the agreement, such as illness of employees, strikes, technical failure or delay of transport and all other special circumstances occurring at SP or its suppliers, are deemed in this paragraph as not being accountable to SP. **11.4.** Custom made orders from buyer can never be cancelled. **11.5.** Buyer is only entitled to cancel an agreement which has been confirmed by SP if buyer pays all the costs related to the already obligatory performance of the agreement to SP, even if these costs consist partly or wholly of preparatory work carried out by SP or its suppliers, and (if) buyer pays to SP a previously agreed and additional indemnification of 30% of the total sum of the previously concluded agreement. **11.6.** Orders for non-standard goods or goods specially made to order can never be cancelled.

**12. Contradiction** In case stipulations in these General Conditions conflict with stipulations which are included in the agreement with buyer, the text in the agreement which was confirmed in writing to buyer, prevails. In case any stipulation in these General Conditions conflicts with Statutory Law then only the stipulation concerned shall be deemed not applicable.

**13. Law**  
**13.1** Dutch Law is applicable for these General Conditions. All agreements made by seller are subject to Dutch Law and the Dutch Judge in the District of Assen is competent in all cases relating to agreements seller has underwritten, even if the buyer/customer does not have Dutch nationality and/or if the agreement is wholly or partially implemented abroad. **13.2. In case of disagreement on the interpretation of the Conditions the Dutch text is legally binding.**

**14. Disagreement** On behalf of SP disagreement between SP and the customer will be subject to the verdict of the District Court in the Jurisdiction of Assen, The Netherlands.

## **1. General Rental Terms Salespromotor BV January 1st 2010**

These general rental-, payment- and delivery conditions are applicable to all offers and/or sales and/or deliveries and/or resulting or related agreements concerning products and/or services made or provided by Salespromotor B.V. , hereinafter called "SP".

**2. Offers 2.1** All verbal and written offers made by SP, or offers made by employees on behalf of SP, are without engagement, even if these contain a period of validity. SP is only bound to its offers if these have been confirmed in writing, by means of letter of fax. If renter/buyer does not notify SP of eventual remarks or comments and/or changes in the content within two days of the date of order confirmation, this order confirmation shall be accepted as irrevocable and final by renter/buyer, including the given description of all rental products or equipment and services, quantities, prices (or references to) delivery- and payment conditions. All consequences and costs related to changes which renter/buyer wants to make later than two working days after date of order confirmation will be totally at the expense of renter/buyer and/or purchaser of products and/or services provided by SP. **2.2.** Offers in publications by SP in print, advertisements, in/on (new) media et cetera are without engagement and can be changed by SP without further notice.

**3. Agreements 3.1** All agreements made with owner only become binding by means of written confirmation by owner. Agreements like the above mentioned and supplements to these only bind renter after the rental agreement has been accepted by owner and has been confirmed in writing by owner, unless parties have made other arrangements. On the written order confirmation must be expressly stated: A. The rental products or equipment which are the subject of the agreement B. The rental price C. The rental period D. Further conditions related to the agreement and additionally everything that in compliance with these conditions should be stated on the order confirmation. **3.2** If the rental period starts within eight days after owner has accepted an order then the agreement on rent and letting begins at the time of acceptance. At that moment owner shall, at his option, hand out or send an order confirmation.

**4. Prices 4.1** Unless stated otherwise prices are in Euro and exclusive of V.A.T. **4.2** If prices would rise before the date of delivery and after the date of the written confirmation as a result of higher cost price, higher import duties, higher transport rates, higher levies, higher rates for foreign currency et cetera, SP is entitled to pass these on to renter, within reason, partially or totally, unless a different arrangement has been made in the written confirmation to renter.

**5. Delivery 5.1** Owner is obliged to deliver the rental products or equipment in the agreed condition. **5.2.** If no agreement has been reached on a delivery date, the rental products or equipment are/is delivered before the start of the rental period. **5.3** Delivery by owner shall take place either at owner's depot or at a delivery address pointed out by renter, which delivery address must then be expressly stated on the order confirmation.

**5.4** As proof of the delivery, owner shall hand out to renter a packing list in duplicate, one of which is signed by renter and returned to owner. If renter is not present at the time of delivery to receive the rented rental products or equipment and nobody is present at the place of delivery on behalf of the renter, owner will leave the rental products or equipment at renter's disposal at the place of delivery. **5.5** If renter does not meet his obligation to return the goods on the final day of the rental period, renter is due the rent mentioned in article 3 multiplied by the number of days by which the rental period has been exceeded, without prejudice to the liability of renter for any further damage occurring on the side of owner, and resulting from not returning, or not returning in good order, the rented goods, whatever the cause may be.

**6 Collection and claims 6.1** Renter is obliged to collect the rental products or equipment i.e. at the time of delivery at the place where owner has delivered them. **6.2** Renter is obliged to convince himself immediately of the right number and the good order of the rental products or equipment. Claims must be listed on the packing list possessed by renter, without which all claims against owner will lapse. **6.3** Even without collection by renter or on behalf of renter, owner has fulfilled his duty to deliver the agreed rental products or equipment if he has left the goods at the place of delivery at renter's disposal.

**7. Return 7.1** At the termination of the rental period renter is obliged to return the rental products or equipment. Return must take place in the number and the condition of the rental products or equipment in which they were received at the time of collection at the place of delivery, unless a different arrangement has been expressly made, which fact must be stated on the packing list. **7.2** As proof of the return owner shall draw up a return delivery note in duplicate, one of which is given to renter when the last is available at the time of return. **7.3** In case of disagreement on return or collection, whether or not in the right number and in good condition, the burden of proof rests expressly on renter.

**8. Care and Risk 8.1** The care for the rental products or equipment, from the moment of delivery by owner or from the moment they have been left by owner at renter's disposal, until the moment they have been returned to owner, or have been received in good condition, are at renter's expense and responsibility.

**8.2** Any additional work, including making (necessary) modifications to the rental products or equipment, is at renter's expense, even if this additional work must be carried out as a result of government regulations or by order of local authorities. **8.3** Renter is obliged to report in writing immediately to owner any loss, theft, or damage related to the rental products or equipment, and to compensate in full the damage on owner's side, irrespective of the cause, on the understanding that compensation related to the rental products or equipment cannot exceed the retail price.

**9. Reservation and Cancellation 9.1** Goods and/or services intended for rent can be reserved with owner. At the time of conclusion of the agreement, the time and period for the reservation and the time at which the goods and/or services have to be at renter's disposal are settled by mutual agreement and laid down in the agreement. If renter does not collect and/or use the reserved goods and services at the agreed point of time and for the arranged period, renter is nevertheless obliged to pay the full rental. **9.2** Without prejudice to the above renter is allowed to cancel the reservation or the confirmed rental agreement in writing, before the rental product or equipment are at renter's disposal. In that case renter is due the following charge: All costs which have already been made by SP resulting from (partial) implementation of the agreement. 100% of the net order amount if the canceling takes place between the 29th and the last day before the time at which the goods would be made available to renter. **9.3** Agreements with respect to non-standard or specially produced rental goods or equipment can never be cancelled.

**10. Payment 10.1** Payment is due within 14 days starting from date of invoice, unless other arrangements have been made in writing, on the condition that the whole debt must be paid at least 7 days prior to the start of the rental period, even when the payment period is reduced by this. Payments have to be made in such a

way that the invoice sum is actually paid into the account of SP within 14 days after date of invoice or 7 days in prior to the start of the rental period. **10.2** The invoice sums are strictly net amounts and have to be paid in full to SP without any deduction, discount, settling, and without delay on account of supposed or actual deficiencies. **10.3** When payment is overdue renter is in default. In that case, without any notice of default by operation of the law or judicial intervention, renter owes interest to SP over the sum still owing of at least the monthly interest permitted by law or a part of it. Without prejudice to all rights assigned to SP under the agreement or resulting from legal provisions, SP is entitled to choose to delay further deliveries or to consider the agreement dissolved without judicial intervention. **10.4** In case renter is in default against SP, and also in case of (provisional) insolvency or bankruptcy of renter, all unpaid sums on renter's part will become immediately and fully claimable, without summons or default by operation of the law being required. **10.5** In case of overdue payment renter is obliged to pay to SP all (extra-judicial) collection costs made by SP, whether or not these are made by means of intervention by bailiffs authorized by SP, lawyers, judges, collection agencies, credit insurance companies and all other costs made by SP, both judicial and extra-judicial, even when these exceed the costs of legal proceedings.

**11. Liability** **11.1** SP does not accept any liability regarding deficiencies, caused by the implementation of the agreement, or arising from fault or action by renter or third parties for whom he is responsible. **11.2** In case of failure to implement the agreement or inaccurate or partial implementation of the agreement SP is only liable to renter if and as far as this has been caused by malice or gross negligence by SP or any of SP's employees. SP is never liable for corporate damage, consequential damage or loss of revenue on renter's side. **11.3** If SP is liable towards renter in spite of the previous subsections, this liability is limited to the amount SP has charged renter for not implementing the agreement or for improper implementation of the agreement or the part of the agreement which was not (accurately) implemented. **11.4** SP only accepts liability for damages suffered by renter as a result of a culpable deficiency in implementing the rental agreement, if and as far as this liability is covered by its insurance, limited to the amount that has been paid by the insurance company. Damages are defined as: the financial damage resulting from an event related to damage to persons, and/or damage to products or equipment. Damage to persons is defined as: injury or health damage of persons, whether or not resulting in death, including consequential damage. Damage to products or equipment is defined as: damage, destruction, or loss of renter's products or equipment including consequential damage. **11.5** The above-mentioned liability of SP is expressly limited to direct damage to renter's products or equipment and injury to products and equipment and persons, caused by demonstrable deficiency in the rented products or equipment or by gross negligence by SP.

**12. Force Majeure** **12.1** In case SP is unable to perform an obligation as a result of force majeure, the obligation concerned is suspended during the period of force majeure. In this case SP shall notify renter of the event as soon as possible. **12.2** Force majeure is defined here as: every circumstance not under SP's control, whether or not foreseeable at the time the agreement was concluded, because of which the implementation of the obligation in question by SP within reason must be temporarily or permanently regarded too difficult. **12.3** If the period of the force majeure exceeds 30 days then SP is entitled to terminate the agreement totally or with regard to the obligations which were struck by force majeure, by means of a written notification to renter. After such a termination none of the parties can lay any claim on the other under the agreement.

**13. Dispute** **13.1** By ordering from SP, orally or in writing, renter accepts the present general terms and conditions excluding eventual general terms of renter.

**14. Governing law** **14.1** All agreements made by owner are subject to Dutch Law and the Dutch court is competent in all cases dealing with agreements which owner has entered into, even if renter does not have Dutch nationality and/or if the agreement is implemented wholly or partially outside the Netherlands. **14.2** In case of disagreement regarding the rental terms the Dutch text is considered legally binding