

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
FOR TOP TWENCE B.V., Tubbergen, The Netherlands

Article 1. Applicability

1. All offers shall be made under declaration of applicability of these General Terms and Conditions of Sale and Delivery, with respect to both the offer and acceptance thereof as well as the agreement thus concluded.
2. All offers as well as the delivery times stated therein are without obligation unless stated otherwise in the offer.
3. The agreement shall be concluded once the seller has received the acceptance of the offer.

This acceptance must indicate that the buyer agrees with the declaration of applicability of these General Terms and Conditions of Sale and Delivery, and that, if necessary, it will waive a declaration of acceptance of its own purchasing conditions.

The general terms and conditions as filed with the Chamber of Commerce of Oost Nederland under number 08156346 apply to all agreements concluded with us. If desired, a copy of these will be sent upon request at no charge.

4. If restrictions or modifications with regard to the offer are included in the acceptance, notwithstanding the provisions found in the previous paragraph, the agreement shall not become effective until the seller has notified the buyer of its agreement with these changes in the offer.

Article 2. Offers

1. All prices are exclusive of VAT, and unless explicitly agreed upon in writing, quoted ex-warehouse.
2. Amendments to the purchase agreement and deviations to these General Terms and Conditions of Sale and Delivery shall only be valid if and to the extent they have been agreed upon in writing between the buyer and seller.
3. In the event circumstances lead to an increase or decrease in costs, the difference in price arising from these changes must be agreed upon in writing between the parties.
4. In the event of an increase in the existing taxes or duties, or the imposition of new taxes or duties in the Netherlands or in the country of origin, or as a result of changes in costs in one of the countries involved, to the extent this does not affect the current delivery contracts and orders not yet executed, the seller reserves the right to change the prices accordingly.
5. Additional costs will be associated with the repackaging, labelling and/or applying of stickers to the goods. These additional costs will be included in the offer. In the event it is not possible to estimate these with precision, the costs will be determined on the basis of post-calculation, and will be charged to the buyer.

Article 3. Deliveries

1. The seller is permitted to deliver 10% more or less than the quantities indicated in the order confirmations without any obligations arising for the seller as a result.
2. In such a case, the seller shall however only charge the buyer for the amounts ultimately delivered. Partial deliveries may be invoiced by the seller.

Article 4. Transport

1. The shipment of the goods shall occur through the delivery of the goods to the forwarder or transport company charged with forwarding or transport.
2. The goods are transported at the buyer's risk. This applies to goods shipped carriage paid or carriage unpaid, unless otherwise agreed upon in writing.
3. The freight costs and the costs of standard transport insurance shall be at the buyer's expense unless otherwise agreed upon in writing.

Article 5. Delivery periods

1. The agreed upon delivery dates shall never be considered final, unless the contrary is explicitly agreed upon in writing. Exceeding the delivery date, regardless of the cause, shall not entitle the seller or the buyer to dissolve all or part of the agreement, nor to demand compensation for damages before the seller is provided with written notification of default and has been given a reasonable period to comply with the agreement.
2. Force majeure on the part of the seller occurs if the seller is prevented from fulfilling its obligations under the purchase agreement or the preparations thereof as a result of war, imminent war, civil war, riots, acts of war, fire, water damage, flooding, strikes, factory sit-ins, import and export obstructions, government measures, faulty machinery, disruptions in the power supply, both within the seller's company as well as that of third parties from which the seller must procure all or part of the necessary materials or raw materials, as well as whilst in storage or during transport, whether or not this is under the seller's own management, and furthermore all other causes which arise through no fault of the seller, or which are beyond its control.
3. If a delivery period is agreed on, this shall commence on the date on which the seller confirms the order, provided the seller has in its possession all of the information which it requires to execute the order.
4. In deviation to the above, in the event a fine is explicitly stipulated in the individual agreement for exceeding the term of delivery, this shall not be owed if the delayed delivery is a result of force majeure.
5. In the event the delivery is delayed more than two months as a result of force majeure, the seller and the buyer are both authorised to consider the agreement to be terminated. In such a case, the seller is only entitled to a reimbursement of the costs it has actually incurred.

Article 6. Claims

1. Any claims must be submitted in writing, within five working days of the receipt of the goods. In the event the buyer fails to properly inspect the goods delivered for their soundness within five working days of receipt thereof, it shall be considered to have approved the delivery.
2. Under no circumstances may the buyer assert any rights against the seller if the

buyer has already put part of the delivered goods to use, processed or modified these, or has had these delivered goods put to use or had the goods processed or modified, or has delivered them to third parties.

3. If not otherwise agreed upon in writing, the seller is entitled to carry out proper work or services in the place of any improper work or services provided or carried out.

Article 7. Deviations

1. The seller shall never be responsible for the consequences of defects in models or materials.
2. Slight deviations in colours, quality and other models as well as shortages of 3% or less may not serve as a reason for rejection.
3. For plastics and/or packaging materials, a width tolerance of approximately 10 mm is permitted, for widths exceeding 400 mm, a width tolerance of approximately 20 mm, a length tolerance of approximately 25 mm, a height tolerance of approximately 20 mm, and a wall thickness of 10% are permitted.

Article 8. Returns

Returns are only possible upon written permission from Top Twence B.V. Top Twence B.V. employees are not authorised to receive returned goods without prior written approval. Upon receipt, goods are inspected for quality and quantity, and any credit to be granted based on this inspection will be issued under the following conditions:

- a. Goods that are returned which were invoiced more than three months prior will be credited subject to the aforementioned quality and quantity up to a maximum of 80% of the original invoice value.
- b. Goods which were invoiced more than one year prior will not be credited under any circumstances.

Return shipments shall be at the buyer/customer's risk; Top Twence is not required to ship these back to the buyer.

- c. On inflatable articles applies an own risk of 5% on defects. On all other articles are subject an own risk of 3% on defects

Article 9. Liability

1. In observance of the rules of public order and the principles of good faith, the seller's liability is limited to that which is stipulated in paragraph 3 of Article 7.
2. The seller is not liable for any damage, costs and interest arising as a direct or indirect consequence of acts of negligence on the part of the seller, its subordinates, or any other persons who have been employed by it or on its behalf, unless there is evidence of intent or gross negligence on the part of the seller or its subordinates.
3. The seller is not liable for damages arising as a result of late deliveries.
4. The buyer shall indemnify the seller from and reimburse it for any and all costs, damage or interest which may arise for the seller as a direct or indirect consequence of claims from third parties related to incidents, acts or negligence for which the seller is not responsible.

Article 10. Ownership

1. The seller shall retain ownership of the goods until the buyer has paid the full amount of the purchase price due, including any additional costs, or has furnished security in this regard. In that case, ownership shall pass to the buyer as soon as the buyer has satisfied all of its obligations with respect to the seller.
2. In the event the seller harbours any reasonable doubts regarding the buyer's ability to pay, the seller is authorised to postpone the delivery of goods until the buyer has furnished security for payment. In such a case, the buyer is liable for damages suffered by the seller as a result of this delayed delivery.

Article 11. Payment

1. Payments are to be executed in Euros, without any deduction or discount, to be paid in cash at the location of the seller's registered office, or via a transfer to a bank account designated by the seller.
In both cases, payments must be made immediately after delivery, or in any case, no later than 30 days of the invoice date unless explicitly indicated otherwise in writing. For payments executed by bank transfer, the date the amount is credited to the seller's bank account shall be valid as the date of payment.
2. In the event the buyer fails to satisfy its payment obligation on time, or fails to comply with a notice of default demanding payment within one week, the seller is authorised to consider the purchase agreement dissolved without judicial intervention being required. In such a case, the buyer is liable for damages suffered by the seller, including loss of profits, transport costs and the costs incurred in serving the notice of default.
3. In the event of a breach of contract on the part of the buyer, the costs associated with all of the judicial and extrajudicial measures shall be at the buyer's expense. The extrajudicial costs will be calculated on the basis of the generally applicable collection rates and shall equal a minimum of 15% of the invoice amount.

Article 12. Dissolution

1. Without prejudice to the provisions of Article 12, the purchase agreement will be dissolved without judicial intervention being required in the event a written statement is issued at the time at which the buyer has been declared bankrupt, petitions for a suspension of payments or as a result of an order of attachment, has been placed under guardianship or has otherwise lost the power to dispose of its assets, unless the curator or administrator acknowledges that the obligation arising from this purchase agreement is part of the debts of the estate.
2. In the event of dissolution, the claims existing between the parties shall be immediately payable. The buyer is liable for damages suffered by the seller which may include the loss of profits and transport costs.

Article 13. Applicable law

The laws of the Netherlands in effect for the Kingdom of the Netherlands shall apply to all agreements to which these General Terms and Conditions apply.