

1. General

'GreenMouse International' in these general terms and conditions means: GreenMouse International BV (established in Zwolle) at the address Marsweg 38, 8013PD Zwolle (postal address: Postal box 30047, 8003CA Zwolle) VAT identification number: NL858097254B01.

2. General/Application

- 2.1 These terms and conditions apply to all legal relationships where GreenMouse International acts as (potential) seller and/or supplier of items and/or services.
- 2.2 Applicability of statutory and other provisions, in particular terms and conditions utilized by the counterpart, differing from these terms and conditions is expressly rejected.
- 2.3 The term 'counterparty' means the natural or legal person who takes products and/or services by means of an agreement, whether or not at a distance, from GreenMouse for payment.
- 2.4 'Distance agreement' means an agreement whereby, in the context of a system organized by GreenMouse International for remote sales of products and/or services, use is exclusively made through the conclusion of the agreement of one or more techniques for remote communication.
- 2.5 'Techniques for remote communication' means a means that can be used for concluding an agreement, without the consumer and GreenMouse International coming together in the same space at the same time.
- 2.6 These conditions may only be derogated from in writing.

3. Offers/Creation of agreement

- 3.1 All offers from GreenMouse International are without obligation. If the counterparty places an order, the agreement is first created because GreenMouse International accepts this in writing or commences its fulfillment.
- 3.2. Samples or models shown or provided are valid only for reference, without the ordered item having to match.
- 3.3 The offer includes a complete and accurate description of the products and/or services offered. The description is sufficiently detailed to enable the counterparty to make a proper assessment of that which is offered. If GreenMouse International makes use of illustrations, these are a faithful representation of the products and/or services offered. Obvious mistakes or errors in the offer do not bind GreenMouse International.

4. Supplemental agreement

GreenMouse International will, at the request of the counterparty, implement all the changes specified by the counterparty in the order, provided these are reasonably feasible and with the right to charge the additional price.

5. Prices

- 5.1 All prices are, unless otherwise stated, and exclude VAT. (freight paid only within The Netherlands)
- 5.2 The prices stated in the quotes and agreements are entirely non-binding and subject to revision if it appears that an error has been made in calculating the price.
- 5.3 Changes in VAT rates, import duties, production costs such as labour costs, costs for raw materials and materials and changes in exchange rate related to the agreed performance give GreenMouse International the right to charge these on without any further surcharge. These charges do not entitle the counterparty to dissolve the agreement and do not release the counterparty from any obligations.

6. Delivery/Delivery time

6.1 Delivery times agreed with GreenMouse International apply as an indication and not as a deadline.

6.2 Delivery will be done, if not stated otherwise, freight paid (within The Netherlands). For all shipments inside The Netherlands, GreenMouse International is entitled to charge the cost of packaging, shipping and administration with a minimum of € 15.00. For deliveries outside The Netherlands the cost will be deterrent per shipment and charged to counterparty.

6.3 The goods shall be deemed as delivered if they have been offered for receipt by the counterparty, but in any case no later than 3 business days after the items have been shipped by GreenMouse International to the counterparty.

6.4 GreenMouse International is entitled to fulfil its performance(s) due in parts.

6.5 Delivery will be made to an address specified by the counterparty in the Netherlands.

7. Installations

If GreenMouse International installs items, all additional work is at the expense and risk of the counterparty. These general terms and conditions, unless otherwise specified, apply to this work.

8. Payment

- 8.1 Payment of GreenMouse International invoices must be made within 14 days of the invoice date in the agreed currency, unless otherwise agreed in writing and without suspension or settlement.
- 8.2 In the event of exceeding this payment period, all the payment obligations of the counterparty, regardless of whether already invoiced by GreenMouse International, are immediately due and payable.
- 8.3 In the event of exceeding this payment period, the counterparty owes GreenMouse International interest, at the cumulative interest rate of 2% per month, counting a part of a month as a full month.
- 8.4 All (extra) legal costs associated with the collection of bills due to GreenMouse International will be fully borne by the counterparty with a minimum of 15% over the amount to be collected.
- 8.5 Payments by or on behalf of the counterparty extend, in order, to satisfaction of the extrajudicial costs owed, the interest owed and thereafter in order the oldest outstanding principal sums, irrespective of instructions to the contrary by the counterparty.
- 8.6 The counterparty can only object to the invoice within the payment period. Objection does not suspend the payment obligation, but the finding of the objection to be grounded gives the right to a refund of the excess paid.

9. Retention of title

9.1 GreenMouse International reserves the ownership of goods delivered or to be delivered until full satisfaction of:

- A) the performance owed by the counterparty for all items delivered or to be delivered under the agreement, as well as work done or to be done under such agreement;
- B) all claims for failure of the counterparty in the fulfillment of such agreement(s).

The counterparty is not permitted to claim a retention right in respect of the storage costs or to settle these costs against the performance owed.

9.2 If any item is owned by GreenMouse International pursuant to paragraph 1, the counterparty may only use it in the course of its normal business.

9.3 If the counterparty is in breach of the performance as intended in paragraph 1, GreenMouse International is entitled to recover (or have recovered) the items that it owns from the counterparty from the place where they are located. The counterparty now for in that case grants GreenMouse International irrevocable authorization to enter the premises used by or for the counterparty for this purpose.

10. Complaints, duty of investigation, expiration & fulfilment

10.1 The counterparty will inspect the delivered items within 5 business days of delivery as intended in Article 6 paragraph 3. If this term has expired without written and specified notice of grounded complaints, delivered items are deemed to have been accepted. The counterparty checks during the inspection:

- a. whether the packaging, packing and external state of the items are in order;
- b. whether the right items have been delivered;
- c. whether the quantities delivered (e.g. number and quantity) correspond with what has been agreed;
- d. whether the delivered items meet the agreed quality requirements or, if these are lacking, the requirements that may be set for the normal use of the items.

10.2 The counterparty is obliged to accept, at the time of offering, the purchased items at the agreed place. In case of failure to do so, GreenMouse International is entitled to demand payment of the agreed purchase price of the non-accepted items without notice of default, and these will be deemed to have been taken by the other party, after which they will be stored at the expense and risk of the counterparty and against compensation for all resulting costs, without prejudice to any further rights of GreenMouse International.

10.3 In the event of minor shortcomings, in particular those which do not affect, or hardly affect, the intended use of the items, the items will be deemed to have been accepted regardless of these shortcomings. GreenMouse International will resolve the shortcomings as soon as possible. Slight variations in colour, quality, dimensions and weights are permissible.

10.4 If the delivery does not fulfil the agreement, then GreenMouse International will only be held to deliver the missing items, repair the delivered item, replace the delivered item or has the authority to dissolve the agreement, without being held to any damage compensation.

10.5 Without prejudice to the warranty obligations of GreenMouse International, acceptance according to the previous paragraphs will exclude any claim from the counterparty with respect to a shortcoming in the performance of GreenMouse International.

10.6 Claims and defences based on facts justifying the assertion that the delivered item does not fulfil the agreement expire after the passage of one year after delivery.

10.7 That provided in this article shall apply correspondingly to the provision of services, including installation work.

11. Warranties/Repairs

11.1 In the case of defects in finish or materials, GreenMouse International will, if not otherwise stated, repair or replace without charge, at the choice of GreenMouse International, any component of the items delivered by GreenMouse International, for a period of 1 year from the date of delivery. GreenMouse International is only obligated to repair or replace in the Netherlands. For this purpose, counterparty will send the item freight paid and in the original or equivalent packaging to GreenMouse International or to a location to be specified by GreenMouse International. The item must be accompanied by a clear complaint description and a copy of the purchase invoice.

11.2 With regard to (components of) items produced by a third party, no obligation or liability rests on GreenMouse International under the warranty if the counterparty has a direct warranty claim on this third party or if this third party does not immediately and at first request fulfil its warranty obligations to GreenMouse International with regard to the item (component) in question. Whether this is the case is (solely) at the judgement of GreenMouse International.

11.3 If the counterparty so wishes, warranty work may also be performed elsewhere against payment of travel and accommodation expenses, transport costs for testing equipment etc.

11.4 If the item is located outside the Netherlands, GreenMouse International is only held to bear the costs of repair or replacement up to the amount that this would have cost VaKaGroup in the Netherlands.

11.5 The warranty described in paragraph 1 does not apply if:
- the defect was visible at the inspection on the grounds of article 10 paragraph 1;

- the item has not been used correctly;
- counterparty performs work or has work performed on the item without the approval of GreenMouse International;
- the instructions issued by GreenMouse International are deviated from;
- if the defect is caused by normal wear or due to accidents.

11.6 The warranty provisions contained in this article constitute the only warranty that GreenMouse International extends to the counterparty.

11.7 GreenMouse International provides a warranty period of 30 days for repairs or replacements. If repair or replacement is covered by the warranty mentioned in paragraph 1, the warranty period which lasts the longest after repair or replacement shall apply. Repairs or replacements that are not covered by the warranty are made at fixed rates, which can be requested from GreenMouse International, and will only be carried out after written instruction to do so.

12. Security

12.1 If there are good grounds to believe that the counterparty will not promptly fulfil its obligations, the counterparty is obliged to provide security at the first request of GreenMouse International to the satisfaction of GreenMouse International and in the form desired by GreenMouse International and to supplement this security as needed for the fulfilment of all the counterparty's obligations. As long as the counterparty has not complied with this, GreenMouse International is entitled to suspend fulfilment of all its obligations.

12.2 If the counterparty has not complied with a request as intended in paragraph 1 within 14 days of a written reminder to do so, all the counterparty's obligations will become immediately due and payable.

13. Intellectual property and know-how

13.1 All documentation, sales brochures, images, display's (POS), drawings etc., whether or not recorded on paper, provided by GreenMouse International to the counterparty remain the property of GreenMouse International.

13.2 The counterparty is not entitled to use these other than for the use of the items to which they relate.

13.3 The counterparty is not entitled to reproduce and/or disclose to third parties the documents, the contents thereof or information made known to the counterparty in any other way intended in paragraph 1, unless GreenMouse International expressly gives its written permission for this.

13.4 In the event of violation of that provided in paragraph 2 and/or 3, the counterparty will owe a penalty of € 1,000.00 for every violation, regardless of all other rights of GreenMouse International to compliance, dissolution, damage compensation etc.

13.5 Counterparty shall indemnify GreenMouse International against claims in respect of infringement of intellectual property rights of third parties as a result of, for example, changes to an item delivered by GreenMouse International, use of that item in other ways than

prescribed by GreenMouse International or integration of the item with an item not delivered by GreenMouse International.

14. Numbers, sizes, weights and further details

14.1 Minor deviations with respect to specified numbers, sizes, weights, colours and other such details do not count as shortcomings.

14.2 The commercial practices determine whether there are minor deviations.

15. Dissolution/Liberation

15.1 If the counterparty does not, does not properly or does not timely fulfil any obligation that may arise from the agreement, as well as in case of bankruptcy, suspension of payment or placement under guardianship of the other party or shutdown or liquidation of its business, GreenMouse International is entitled at its discretion, without any obligation to pay damages and without prejudice to its further rights, to dissolve the agreement in whole or in part, or to suspend the (further) execution of the agreement. In those cases, GreenMouse International is further entitled to demand immediate satisfaction of the amounts due to it.

15.2 If the proper performance by GreenMouse International is wholly or partly impossible, either temporarily or permanently, as a result of one or more circumstances that are not attributable to GreenMouse International, including the circumstances mentioned in paragraph 4 of this article, VaKaGroup has the right to dissolve the agreement without being held to any damage compensation.

15.3 In the event of hindrance in the execution of the agreement due to circumstances mentioned in article 15, paragraph 4, GreenMouse International is entitled, without judicial intervention, either to suspend the performance of the agreement for no more than 3 months or to dissolve the agreement in whole or in part, without being held to any damage compensation. During the suspension, GreenMouse International is authorized, and at the end thereof obliged, to choose fulfilment, if possible, or full or partial dissolution of the agreement.

15.4 Circumstances that in any case are not attributable to GreenMouse International are: conduct, except for intent or gross negligence, of persons of whom GreenMouse International makes use for performance of the agreement; the exercise by a third party against the counterparty of one or more rights in respect of a shortcoming of the counterparty in the performance of an agreement concluded between the counterparty and that third party with regard to the items delivered by GreenMouse International, strike, lock-out, illness, import, export, and/or transit prohibition, transport problems, non-fulfilment of obligations by suppliers, disruptions in production, natural and/or nuclear disasters and war and/or threat of war.

16. Damage compensation

16.1 GreenMouse International is in no case liable for damage resulting from the use by the counterparty or third parties of the items, unless due to a defect for which GreenMouse International is liable under non-fulfilment of the provided warranty. Liability for damage by non-management personnel of GreenMouse International or by third parties engaged by GreenMouse International, indirect damage, consequential damage, immaterial damage, business and environmental damage, including lost revenues and profits, loss of market share, stagnation, investments made, acquired goodwill, reputation damage etc. are also explicitly excluded.

16.2 If and insofar as, despite that provided in this article, any liability should rest on GreenMouse International, for whatever reason, this liability is limited to the amount paid out in the relevant case by the professional liability insurer. Should, for whatever reason, the insurance not pay out or provide coverage, then all liability is limited to the invoiced amount for the delivery in question, with a maximum of € 25,000.

16.3 The claim for damages cannot be transferred or pledged. This paragraph has a property law effect.

16.4 That provided in this article does not affect the legal liability of GreenMouse International pursuant to mandatory provisions.

16.5 The counterparty indemnifies GreenMouse International against all claims of third parties in connection with the performance of the agreement or the absence thereof.

17. Applicable law/Competent court

17.1 This agreement is exclusively subject to Dutch law.

17.2 Disputes arising in connection with this agreement, including disputes about the existence and validity thereof, will be settled exclusively by the competent court in Zwolle.

17.3 Articles 17.1 and 17.2 also apply to disputes arising in connection with agreements that are related to this agreement, insofar as the relevant agreement does not explicitly stipulate otherwise.

18. Conversion

If and insofar as on the basis of the standards of reasonableness and fairness or the unreasonably onerous nature, any provision in these general terms and conditions cannot be relied on, then that provision shall have a meaning corresponding as much as possible in content and scope, so that it can be relied on.

The Netherlands, Zwolle, January 1, 2020