

KARTENT B.V. - TERMS AND CONDITIONS

1. These terms and conditions apply to all quotations by KarTent and the agreements it concludes with other parties ("**Customers**"), unless (a) KarTent expressly agrees otherwise or (b) the other party is a consumer.
2. These terms and conditions prevail over terms and conditions provided by Customers. If the substance of an agreement or quotation deviates from these terms and conditions, the substance of the agreement or quotation prevails.
3. KarTent may cancel or modify any quotation made, unless the quotation expressly provides that it is binding.
4. Orders made by Customers shall only bind KarTent if KarTent accepts them in writing.
5. Prices are exclusive of VAT and other taxes or levies.
6. Payments to KarTent are made in euro (EUR) within 14 days of the invoice date. Statutory interest within the meaning of article 6:119(a) of the Dutch Civil Code is automatically added to late payments.
7. If KarTent has supplied a good or rendered a service, the payment for this good or service may not be suspended.
8. KarTent may make partial deliveries and may issue partial invoices.
9. Delivery terms and times quoted or agreed are not a final deadline, unless expressly otherwise agreed.
10. Upon delivery, Customers will be requested to sign a proof of receipt. If the delivery does not correspond to the order, Customers must indicate this immediately in writing on the proof of receipt. Customers' signature on the proof of receipt without protest signifies that the delivery was in conformance to the order.
11. Following delivery, any damage or loss must be reported to KarTent within 8 days after it became known to the injured party. All claims expire 6 months after the event that caused the damage occurred.
12. If delivery is impossible or delayed due to circumstances attributable to Customers, KarTent may charge Customers all additional costs it incurs.
13. KarTent is not liable for any indirect, incidental, special, consequential or punitive damages or any loss of profits or revenues. In any case, KarTent's aggregate liability is limited to the amount paid out under KarTent's liability insurance policy or the value of the invoice, whichever is lower.
14. The provisions of clause 13 do not apply to damage incurred by Customers as a consequence of intent, or wilful recklessness on the part of KarTent's managing staff.
15. Customers indemnify KarTent against all claims of third parties arising from circumstances that are attributable to Customers, including but not limited to Customers' failure to comply with specifications and instructions provided by KarTent, as well as misuse of the goods.
16. The products may be used, sold or distributed by Customers only under the brand, logo, trade name and specifications under which they were delivered, unless KarTent agrees otherwise in writing.
17. KarTent does not transfer any intellectual property rights to Customers. None of KarTent's products may be reproduced, published or imitated in whole or in part. Quality, labelling and imprints may not be changed.
18. All information originating from KarTent that can be reasonably assumed as confidential shall not be disclosed, granted access to, or made public in any way.
19. In the case of circumstances as set out in section 6:75 of the Dutch Civil Code (*force majeure*), the performance of an agreement shall be fully or partly suspended for as long as the situation of force majeure continues, without either party being liable for payment of any compensation to the other party.
20. Customers may only suspend or dissolve an agreement on grounds of material breach.
21. Customers may not assign to third parties rights, obligation, or the performance of its obligations, without KarTent's prior written approval.
22. The invalidity of any provision or part of a provision of a quotation, agreement or these terms and conditions shall not affect the validity of the other provisions of the agreement or these terms and conditions, including clause 24, and any non-contractual obligation.
23. The legal relationship between KarTent and Customers is governed exclusively by Dutch law to the exclusion of the Vienna Sales Convention.
24. Any dispute between KarTent and Customers arising out of or in connection with any quotation, any agreement or these terms and conditions shall be resolved exclusively by the competent court of the District Court (*rechtbank*) of Amsterdam.