

GENERAL TERMS AND CONDITIONS OF SALE OF MACCITY

*Governing the sale and delivery of goods to consumers and businesses, version
November 2014*

Article 1 - Definitions

In these general terms and conditions the following terms are used:

Consumer: a Purchaser, being a natural person, who in concluding the contract to which these terms and conditions apply does not act in the exercise of a profession or running of a business;

Day: calendar day, not being a Saturday, Sunday or holiday that is referred to in Section 3 subsection 1 of the General Extension of Time Limits Act (*Atw*);

Purchaser: the counterparty, a natural person or legal entity with which MacCity concludes a contract, being a Consumer or not;

MacCity: MacCity B.V., with its registered office at Reaal 9^E, 8305 BP Emmeloord (the Netherlands), listed in the Commercial Register of the Chamber of Commerce under number 60196106, as well as its legal successors.

In writing: in these terms and conditions, in writing means a communication sent by post, fax, or e-mail.

Article 2 - Applicability

1. These general terms and conditions are applicable to
 - (i) each contract of sale concluded between MacCity and the Purchaser, including acts that precede the (possible) conclusion of the contract of sale, such as talking about and making an offer;
 - (ii) any other legal relationship with respect to which the Parties agree the applicability thereof.
2. Once the applicability of these terms and conditions has been agreed, they shall also apply by operation of law to future, similar contracts/agreements, so that their applicability will not explicitly have to be agreed again, and they do not need to be handed over again.

3. The applicability of these general terms and conditions excludes the applicability of any set of general terms and conditions used by the Purchaser. The applicability of these general terms and conditions does not, however, exclude the possible applicability of additional sets of general terms and conditions used by MacCity. In case of conflict between provisions in different sets of general terms and conditions, the provisions will apply which, at the discretion of MacCity, offers it the best legal position.

4. The general terms and conditions have been drafted in the Dutch and English language. The Dutch text shall prevail in case of any difference between the English and the Dutch version.

Article 3 - Offers

1. Unless explicitly stated otherwise, all prices are exclusive of VAT and a (possible) disposal contribution, import and export duties, insurance, dispatch and transport costs and other forms of taxes, levies and additional costs. Such costs, in any form, may be charged to the Purchaser, in so far as incurred by MacCity.

2. Pictorial representations of the products on offer serve as orientation and illustration, and no rights can be derived from them.

3. If an offer, particularly the price, contains an obvious error (for example an unreasonably low price), and a contract of sale is concluded in conformity with that offer, MacCity will be entitled at all times to terminate such a contract of sale, without the Purchaser being entitled to any compensation.

Article 4 - Conclusion of the contract of sale

1. MacCity will not be bound by a contract of sale until the time that MacCity has confirmed that contract of sale by means of a written order confirmation. Offers by MacCity are free of obligation.

2. From the time the Purchaser has stated to agree to the contract of sale, it cannot be cancelled by the Purchaser, except in those cases in which MacCity explicitly agrees to this in writing. In that case, MacCity will be entitled to attach conditions to cancellation.

3. MacCity reserves the right at all times not to provide the order confirmation referred to in the first paragraph and to notify the Purchaser accordingly. MacCity will exercise this right, among other things if it has reason to assume that the Purchaser will not (be able to) comply with its obligations, or MacCity does not wish to conclude the contract of sale in question (anymore) for other reasons.

Article 5 - Reflection time

1. A Consumer will be entitled for 14 days to terminate the contact without stating reasons. This reflection period will start on the day after receipt of the product by the Consumer or a representative designated by the Consumer and communicated to MacCity in advance. A Consumer who wants to exercise his right of termination must have made this known in writing within this period.

2. The right to terminate a contract of sale does not apply to audio and visual recordings and computer software of which the Consumer has broken the seal.

3. During the reflection time, the Consumer must deal carefully with the product and the packaging. The Consumer must unpack or use the product only to a limited extent, in so far as is necessary to judge whether he wants to keep the product. If he exercises his right of withdrawal, he must return the product to MacCity with all appurtenances delivered and - if reasonably possible - in the original condition and packaging.

4. If the Consumer exercises his right of termination, the costs of return shipment will be payable by him. It is also the Consumer's responsibility to ensure prompt and proper return to MacCity, complete and without damage. Returns must be coordinated with MacCity in advance and made in accordance with the instructions given to that effect. If the Consumer has paid a sum, MacCity will refund this sum as soon as possible, but within 30 days at most after MacCity has received the returned product, provided the requirements set in this article have been met.

Article 6 - Execution and delivery

1. MacCity will observe due care in performing the obligations to which it is subject under a contract of sale. MacCity will execute accepted orders with due speed. MacCity is entitled to execute orders in parts. Delivery times specified are

always indications from which the Purchaser cannot derive any rights. Delivery periods may differ as a result of failure by the Purchaser to provide information or payment, or as a result of failure by third parties to deliver in a timely manner to MacCity. In the case that the counterparty is a Consumer, however, delivery will be made at any rate within 30 days after confirmation of the order, unless a longer delivery period has been agreed. MacCity shall never be liable for any loss that arises from or is connected with exceeding a delivery period.

2. If MacCity is of the opinion that execution will incur an unreasonable delay, an order cannot be executed or can only be executed in part, changed circumstances have occurred on the part of MacCity (for example purchase prices that are higher than was known to it), or in the case of a Consumer, execution does not take place within 30 days, the Purchaser will be notified of this as soon as possible. In that case MacCity will be entitled to terminate the contract. In that case the Purchaser will only be entitled to crediting of an already paid purchase price.

3. If the Parties agree the applicability of an Incoterm, as adopted by the ICC, that Incoterm will apply as adopted and intended by the ICC.

4. Unless otherwise agreed, the risk of the goods will pass at the time of delivery, being the time the goods are made available at the address indicated by the Purchaser. In that case, dispatch and/or transport will go at the expense and risk of MacCity, but the Purchaser will have to reimburse the costs incurred in connection with this by MacCity, including (for example) any import and export duties and other levies.

5. The Purchaser must in all cases ensure that someone is present at the time the goods are delivered who is able and authorized to identify himself and take delivery of and inspect the goods on behalf of the Purchaser.

6. Unless otherwise agreed, transfer of title, necessary for transfer of ownership, will take place at the time of delivery, but with due observance of the provisions in these terms and conditions relating to a retention of title stipulated by MacCity.

7. If delivery is not made, or is not made in time as a result of a circumstance attributable to the Purchaser, or as a result of failure by the Purchaser to comply with an obligation to which he is subject, MacCity will be entitled to store the goods at the Purchaser's expense. If delivery has not yet been made within 5 days

afterwards, MacCity will also be entitled to terminate the contract of sale, without creating a right to refund of an already made payment.

8. In case a delivered item has to be returned to MacCity, for any reason and on any ground, the Purchaser must coordinate the return shipment with MacCity, in which context the instructions given by MacCity must be followed strictly. It will not be allowed under any circumstances to return goods without prior permission from MacCity, or in a way other than that prescribed by MacCity. If the Purchaser does not comply with these provisions, he shall forfeit an immediately due and payable penalty to MacCity of €500 per violation, without prejudice to MacCity's right to demand proper compliance, and the return will be completely at the Purchaser's risk.

9. Packaging materials must never be returned to MacCity, other than in relation to the preceding paragraph, and together with the corresponding article. If the Purchaser does not comply with these provisions, he shall forfeit an immediately due and payable penalty to MacCity of €500 per violation, without prejudice to MacCity's right to demand proper compliance.

Article 7 - Delivery 'On hold'

1. If the Parties agree that delivery will be made by way of a "Forwarder" (or: "Forwarding Agent") and/or "on hold", the following will apply, where necessary in departure from the provisions in these terms and conditions. The Parties must reach agreement beforehand on the party to be engaged, but this party will subsequently perform its work only on the instructions and at the expense of the Purchaser. If agreed, at the time payment is made, as soon as they are available and MacCity has them in stock, MacCity will transport the goods or have them transported to the Forwarder, which will hold them for MacCity. The Forwarder must then inspect the goods (elementarily), in particular regarding types and quantities. The Forwarder will be entitled to conduct the investigation it considers desirable, but only in so far as that investigation does not impair the goods in any way, and does not prevent the goods from being returned (if necessary) to MacCity in exactly the same condition. This also applies to packaging materials and seals. The Forwarder will make an inspection report of its findings, which must be made available immediately to the Purchaser and MacCity.

2. Assuming that no deviations in the goods were discovered in the inspection report, in other words that they comply with the contract of sale, the Purchaser

must have seen to it that the remainder of the agreed purchase price was paid within one day after receipt of the report. MacCity will release the goods only after it has received payment in full from the Purchaser and will notify the Forwarder and Purchaser accordingly. Upon receipt of this notice by the Purchaser, delivery will have been made and the title to and risk of the goods will have passed to the Purchaser, thus the Forwarder will be holding them for the Purchaser from that time.

3. If defects or deviations are discovered in the inspection report, MacCity will be entitled either (i) to require further inspection by a third party to be designated by it, which report will take the place of the original inspection report, or (ii) deliver replacement goods, with respect to which the same procedure will be followed, or (iii) accept the inspection by the Forwarder. In the last case the contract of sale will be deemed to be terminated (only) with respect to the defective goods in question and, on request, the Purchaser will receive a credit note and refund for those goods.

4. If the Purchaser or the Forwarder engaged by him does not comply immediately and strictly with the obligations, including payment obligations, to which he is subject under this article, MacCity will be entitled to terminate all or part of the contract of sale and claim a penalty in the amount of 30% of the invoice value of the goods to be taken back at the time, without prejudice to the right in addition to recover the loss incurred by MacCity from the Purchaser.

5. The Purchaser warrants that the Forwarder will comply with all its obligations towards MacCity and the Purchaser, will be liable for the loss MacCity incurs as the result of a shortcoming of the Forwarder, and indemnifies MacCity for all claims the Forwarder has against MacCity.

Article 8 - Invoicing and payment

1. If the Parties have not agreed a payment period, the full purchase price must be paid in advance, prior to delivery of the goods, and within 7 days after receipt of an invoice for advance payment. If and in so far as the counterparty is a Consumer, before the delivery of products, never more than 50% of the purchase price of those products will be due. Moreover, the Consumer, in departure from the foregoing, will be at liberty to rely on Book 7, Section 27 of the Netherlands Civil Code (BW). Payment must be made in euros and into the account of MacCity.

2. All payments by the Purchaser, on any basis, must be made without any reduction or setoff, and without relying on any right of suspension.
3. If the Purchaser is of the opinion that the invoice contains inaccuracies, the Purchaser must make this known within 7 days after receipt of the invoice. After expiry of this period, it will be established that the Purchaser consents to the contents of the invoice.
4. In the case that no VAT or other taxes or levies are due, for example because the goods are intended for delivery outside the Netherlands, but within the European market, those taxes, if so desired by MacCity, will nevertheless be charged, but will be credited if the client proves that a delivery was indeed made as referred to in this paragraph.
5. If a due payment or other obligation on any other basis is not complied with in good time, the Purchaser will immediately be in default of that payment or other obligation, and the Purchaser will owe contractual interest at a rate of 1% per month on the outstanding amount, to be calculated until the time of payment in full, whereby part of a month will count as a full month. In addition, Purchaser will have to pay all related judicial and extrajudicial collection costs incurred by MacCity, which costs are determined between the Parties at 15% of the principal sum, unless MacCity can make it plausible that the actual costs were higher.

Article 9 - Conformity, warranty and liability

1. MacCity warrants, provided all payment obligations have been met, that:
 - (i) at the time of delivery the goods it sells will not have technical defects that make any use of them impossible, for example because they cannot be switched on ('dead on arrival') and
 - (ii) that goods that need to be delivered in new condition will be undamaged at the time of delivery.
2. For the rest, MacCity does not warrant the presence or absence of any property, not even where properties are concerned that are necessary for normal use as referred to in Book 7, Section 17 of the Netherlands Civil Code. Apart from the warranty referred to in the preceding paragraph, goods are therefore delivered in the condition they are actually in.

3. Subject to the lapse of all rights, the Purchaser must inspect the products delivered or have them inspected immediately after delivery for conformity, in particular with respect to the quantities and types delivered.
4. If the Purchaser notices any defect that is not covered by the warranty referred to in paragraph 1, the Purchaser will have to contact the manufacturer of the product in question, or a third party designated by that manufacturer, directly, therefore without the intervention of MacCity so that a claim can be filed under the factory warranty, if available. MacCity does not guarantee that such a claim will actually lead to a payment.
5. If any defect is discovered, subject to the lapse of all rights, the Purchaser must inform MacCity of this in writing as soon as possible, but no later than within 2 days after the time a defect reasonably should have been discovered. Complaints about quantities and types delivered must be communicated in any case within one day after delivery. The Purchaser cannot claim any rights with respect to defects or missing items about which a complaint is not made in good time. The Purchaser must cooperate as fully as reasonably possible with MacCity if the latter considers this necessary to effect repair or replacement.
6. Any defect that could be cause for a claim under this article must be reported to MacCity within 1 calendar year after receipt, subject to the lapse of all rights.
7. If MacCity considers a defect present, it may at its discretion choose to comply properly by repairing or replacing the defective item, but will also have the right to terminate the contract of sale. In the latter case, the current market value will be credited to the Purchaser, without the Purchaser being entitled to claim further compensation.
8. MacCity shall never be liable for indirect or consequential loss incurred as a result of a shortcoming on the part of MacCity or the use of goods it has sold and delivered. This means that, among other things, MacCity will not be liable for damage to other goods, injury to persons, loss of profit and turnover and salvage costs.
9. MacCity shall not give any guarantee regarding the markets on which the goods delivered by it to the Purchaser, in view of the manufacturer's rights, may or may not be distributed or used. In cases in which the contract of sale pertains to

goods regarding which the manufacturer has not given permission to distribute or use them on a certain market (including the Netherlands), the Purchaser warrants that it will not distribute or use those goods on that market. It is the Purchaser's exclusive responsibility to see to it that the goods comply with the rules and regulations that apply to any market on which the Purchaser wishes to distribute the goods, including safety regulations and requirements relating to a factory or other warranty.

10. The Purchaser indemnifies MacCity for any claim of third parties that is connected with the contract of sale and/or goods delivered under it, in particular (but not exclusively) where direct or indirect loss is concerned, incurred by a third party as a result of use of the goods sold by MacCity, or where a claim is concerned in relation to defects, the warranty delivered by the manufacturer, the tradability of the goods on a certain market, the manufacturer's consent to said tradability on a certain market or the infringement on any intellectual property right.

11. Should MacCity be obliged to pay any form of damages, the amount of the obligation shall be limited to the current market value of the product to which the damages are most closely connected, but shall never amount to more than €15,000 for all products involved together. The same holds if the liability is not connected with products delivered by MacCity. In that case as well, the liability of MacCity shall be limited to €15,000.

12. MacCity shall not be liable in the case that it can rely on force majeure, which in any case means any circumstance beyond the control of the company, whether or not it can be expected at the time the contract of sale is concluded, which permanently or temporarily prevents performance of the contract, which in any case includes war, threat of war, civil war, revolution, strike, freight problems, fire, weather conditions and other interruptions of business operations or procedures of company suppliers. The presence of a ground for force majeure will entitle MacCity to terminate the contract, without creating any entitlement to damages.

13. In case the Purchaser has repairs or changes made to an item, of any nature, other than by or on behalf of MacCity or without the latter/s explicit permission, any claim against MacCity and any right of complaint regarding that item will lapse.

14. In departure from the foregoing, a Consumer can claim all rights conferred on him by law from which a contract may not depart, even if such a claim is in conflict with the provisions of these terms and conditions. This entails, among other things, that goods delivered by MacCity to a Consumer must have the properties that are necessary for normal use. For Consumers the period referred to in this paragraph is two months, counting from the time the defect was discovered.

Article 10 - Security

1. All goods delivered and to be delivered shall remain the exclusive property of MacCity until all claims that MacCity has or will acquire against the Purchaser, including in any case the claims referred to in Book 3, Section 92, subsection 2 of the Netherlands Civil Code, have been fully settled. As long as the ownership of the goods has not passed to the Purchaser, these goods may not be pledged nor may any other right in them be granted to third parties. The Purchaser undertakes at the first request of the Seller to cooperate in establishing a pledge on the claims the Purchaser has or will acquire against its customers on the basis of reselling. The Purchaser must store the goods subject to retention of title with due care and as recognizable property of MacCity, and insure them against damage and/or loss. MacCity will be entitled to take back the goods delivered subject to retention of title and still present on the Purchaser's premises if the Purchaser fails to comply with its payment obligations or has or threatens to have difficulties with payment. The Purchaser must grant MacCity access at all times to its grounds and/or buildings to inspect the goods and/or exercise the rights of MacCity.

2. If the Purchaser is in default of one or more of its obligations towards MacCity, or if MacCity has valid reason to assume that the Purchaser will remain in default, MacCity will be entitled to suspend all of its own obligations until the time that the Purchaser has fulfilled all of its obligations, or has been able to demonstrate convincingly to MacCity that it is able to comply.

3. MacCity will be entitled to set off any claim of the Purchaser against MacCity against a claim of MacCity against the Purchaser, even if that claim against the Purchaser is not yet due and payable.

4. Purchaser shall be obliged under all circumstances to provide security to the satisfaction of MacCity at its first request for its obligations. In this context, MacCity may in any case request a bank guarantee with a value equal to the value

of the aggregate outstanding obligations, whether or not due and payable. If security is required, MacCity will not be obliged to comply with its own obligations until the time this security has been provided. If this request is not met within 14 after receipt thereof, MacCity will also have the right to terminate all contracts concluded with the Purchaser.

Article 11 - Applicable law and disputes

Legal relationships between MacCity and the Purchaser to which these general terms and conditions relate shall be governed by Netherlands law. The Vienna Sales Convention shall not have effect between the Parties. Barring different statutory provisions of mandatory law, only the court in Zwolle shall have jurisdiction to hear disputes.