

TERMS AND CONDITIONS OF DELIVERY, SALE, PAYMENT AND GUARANTEE

of Back Quality Europe BV, listed in the trade register of the Chamber of Commerce in THE HAGUE UNDER NUMBER 127561.
BQE TERMS AND CONDITIONS OF DELIVERY, SALE, PAYMENT AND GUARANTEE ARE FILED UNDER NUMBER: 3523

Article 1 GENERAL

- 1.1. These Terms and Conditions apply to all offers and deliveries of Back Quality Ergonomics (BQE), and to all agreements in the widest sense of the word that BQE concludes with third parties. In the event of conflict with the terms and conditions of purchase of client, the Terms and Conditions of BQE will take precedence.
- 1.2. In these Terms and Conditions of Delivery, "Product" means both goods and services, including maintenance, advice and inspection. In these Terms and Conditions of Delivery:
 - Contractor also means: anyone who refers in its offer to these Terms and Conditions of Delivery;
 - Client also means the party to whom the above-mentioned offer is addressed and who accepts same.
 - Service also means: the contracting of work.
- 1.3. Any agreements that deviate from these Terms and Conditions are binding on BQE if expressly confirmed in writing by BQE only.

Article 2 OFFERS AND QUOTATIONS

- 2.1. All offers and quotations are subject to contract, unless expressly stated otherwise.
- 2.2. All offers and quotations are valid for a maximum period of 30 days after their date, unless expressly stated otherwise.
- 2.3. All quoted prices refer to delivery ex Works and are exclusive of turnover tax and packaging.
- 2.4. Any information provided by BQE in printed material are subject to change without prior notification and are not binding on BQE. All transactions are at all times concluded on the basis of the prices as they apply at the time of concluding the transaction.
- 2.5. The quoted price is based on the purchase price and other cost factors. In the event of an unforeseeable increase in any of these cost components after the offer is made but before delivery, BQE may in reason charge these increases to Client.
- 2.6. Without prejudice to the generality of the preceding paragraph, it is specifically applicable to any changes in import and export duties, license fees, taxes and/or the exchange rate of the euro against the foreign currency in which BQE has paid the goods.

Article 3 AGREEMENTS

- 3.1. Agreements become effective as from the moment when BQE accepts an order. On order is considered to be tacitly accepted if BQE has not notified Client in writing within eight days after receipt of an order that it does not accept the order. Additions and/or changes, including cancellations of concluded agreements, are binding on BQE if and in so far as this is confirmed by BQE in writing only.
- 3.2. If, by signing an agreement, Client agrees to a test placement, a trial period of 2 weeks will apply, unless otherwise stated. Thereafter, Back Quality Europe BV may invoice the product concerned.
- 3.3. BQE is not obliged to make follow-up deliveries with respect to products it has delivered, if these products are taken out of production or are no longer included in the sales programme for other reasons.
- 3.4. The Client will ensure that information with respect to manufacture and/or construction methods used by BQE is not shown or disclosed to, or used by third parties.
- 3.5. Unless expressly stated otherwise, all offers are based on execution under normal circumstances and during the normal working hours of the Contractor. In the event of delivery or assembly outside normal working hours, the following surcharge is added to the normal hourly rates:
 - 30% on normal working days, provided always that the surcharge for night work is 100%;
 - 60% on Saturdays;
 - 100% on Sundays and public holidays.

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Article 4 DELIVERY DATE

- 4.1. Unless expressly agreed otherwise, BQE is entitled to consider a stated delivery date not as a strict deadline, unless otherwise agreed. In that event BQE will also have to be held in default.
- 4.2. BQE reserves the right, in consultation with Client, to deliver the order in parts and to invoice each partial delivery separately.

Article 5 TRANSPORT RISK

- 5.1. All deliveries take place ex Works.
- 5.2. Upon receipt of the goods the Client is required to verify the state the goods are in. Should it be established that the goods or materials are in any way damaged, Client is obliged to take all necessary measures to obtain compensation from the carriers.
- 5.3. BQE has complied with its delivery obligation by having the goods offered to Client once; the report of the carrier as regards refusal to take delivery will serve as full proof that the goods have been offered for delivery, in which event the return shipment, storage costs and any other costs will be for Client's account.

Article 6 LIABILITY

- 6.1. BQE will in no event be obliged to compensate any direct or indirect loss caused as a result of defects in delivered Products or Services, as a result of late delivery, or as a result of any inaccuracies in offers, letters, advertisements, etc. Nor will BQE be liable for any damage caused to or in any of Client's premises, vessels, or vehicles or those of third parties during delivery by us of Goods or Services, or for any damage caused during such delivery to other goods that were located in the vicinity of the delivery place. BQE will in no event be obliged to compensate consequential loss, business interruptions, loss of income, etc. (regardless of the cause, including delays in the delivery of Products and Services). Delivery of goods takes place ex Works to Client. If BQE nevertheless, at the request of Client, agrees to install goods at Client's, such installation will be entirely for the risk of Client and BQE will in no event be obliged to compensate any loss suffered by Client or third parties due to or during the installation of such goods.
- 6.2. Save in the event of intent or gross negligence, we will in no event be liable for any errors made by BQE staff or persons engaged by BQE for the execution of the agreement.
- 6.3. Save for express written confirmation, BQE will in no event be bound to any agreements made with subordinate members of our staff.

Article 7 GUARANTEE

- 7.1. BQE guarantees the soundness and quality of all delivered parts for a period of 36 months after delivery (including trial period), unless otherwise agreed. This guarantee period applies with respect to parts and upholstery, including labour costs and transport costs, if any. Pleating / folding of the upholstery is excluded from guarantee. The guarantee lapses if the contract party has used the goods incorrectly or has repaired them or had them repaired. Consumption goods are not included in the guarantee.
- 7.2. The guarantee excludes any liability for direct or indirect loss to persons or goods caused by incorrect use or maintenance of the product, and only refers to defects in materials or construction, if any. Defects that are directly or indirectly caused by the faults or omissions of third parties are excluded from the guarantee.
- 7.3. The assessment of a defect is performed by employees of the Back Quality Europe BV head office in The Hague. If it is established that a defect has not been caused through the fault of BQE, all costs for transport, inspection, disassembly and assembly already made are not covered by the guarantee and these will be charged to Client.

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Article 8 PAYMENT

- 8.1. Unless otherwise agreed, all payments are due within 14 days after the date of the invoice, either in cash or by transfer to a bank account to be designated by BQE, without any deductions or set-off.
- 8.2. BQE may at all times demand an advance payment for the goods to be delivered.
- 8.3. If part of an order is ready for shipment and is delivered, the relevant invoice sent for that shipment is payable, in the stipulated manner, within the term mentioned in paragraph 1.
- 8.4. If Client fails to pay within the agreed term, Client is in default by operation of law and BQE will be entitled, without any notice of default being required, to compensation of interest of 12% per year as from the due date.
- 8.5. All costs, both legal and extralegal, that are reasonably made in connection with the collection of the debt are for the account of the defaulting Client.
- 8.6. In the event of a sale abroad, and at BQE's discretion also domestically, BQE will only be obliged to effect delivery if it has either received payment, or sufficient security for compliance with the payment obligation from the Client. (LC of 50% upon order).
- 8.7. If and in so far as the Client claims that a delivered product is defective, the Client is not entitled to refuse to pay for or to suspend its payment obligation with respect to products from the same shipment or delivery about which the Client has not made a complaint.

Article 9 COMPLAINTS

- 9.1. Any complaints, both with respect to the delivery of goods and to invoiced amounts, must be submitted to BQE in writing by registered mail within ten days after reception of the goods or of the relevant invoices, stating accurately the facts to which the complaints relate, failing which the buyer will be considered to have accepted the delivered goods. If BQE believes that a complaint is rightfully made, BQE may either pay the buyer/Client a monetary amount determined in mutual consultation as compensation, or make a new delivery, whereby the existing agreement remains in effect, subject to the obligation of buyer/Client to return to BQE the goods that were delivered erroneously or defectively. BQE will only be obliged to take note of a submitted complaint if the buyer/Client has met the obligations it has towards BQE at the moment of submitting the complaint under any agreement between it and BQE.
- 9.2. If the above-mentioned periods are exceeded, any claim against the Contractor in respect of the relevant defects lapses.

Article 10 SUSPENSION, TERMINATION, AND EARLY TERMINATION OF THE AGREEMENT

- 10.1 BQE may suspend performance of its obligations or instantly and with immediate effect terminate the agreement if:
 - the Contractor fails to fulfil its obligations under the agreement, or fails to do so timely or fully;
 - circumstances come to BQE's attention after the agreement is concluded that give it good cause to fear that the Contractor will not fulfil its obligations;
 - upon concluding the agreement security for fulfilment of the obligations under the agreement was requested and this security is not provided or is insufficient;
 - due to delays on the part of the Contractor, BQE can no longer be expected to perform the agreement under the originally agreed conditions, BQE may terminate the agreement.circumstances occur of such nature that performance of the agreement becomes impossible or BQE cannot be expected in reason to continue the agreement unchanged.

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- 10.2 If the termination may be attributed to the Contractor, BQE will be entitled to compensation of the loss, including the costs that are incurred directly or indirectly as a result thereof.
- 10.3 In the event that the agreement is terminated, any amounts BQE still is due from the Contractor will be immediately payable. If BQE suspends performance of its obligations, it retains all claims it has by law or under the agreement.
- 10.4 In the event that BQE, on the grounds mentioned in this article, proceeds to suspend or terminate the agreement, it will not be liable on this account to compensate any loss or costs that are caused as a result or to pay any damages, whereas the Contractor who is in breach of contract is obliged to pay compensation or damages.
In the event of the winding up, (filing for) a moratorium or bankruptcy, or attachment – if and in so far as such attachment is not lifted within three months – of the Contractor, or of a debt rescheduling or any other circumstance as a result of which the Contractor may no longer freely dispose of its assets, BQE will be entitled to instantly and with immediate effect terminate the agreement, or to cancel the order or agreement, without any obligation on its part to pay any compensation or damages. In that event, any amounts that are due to BQE will become immediately payable.

Article 11 CANCELLATION

- 11.1. In the event that the Client cancels the agreement, regardless for what cause, BQE retains the right to demand performance.
- 11.2. In the event that BQE accepts a cancellation, BQE will be entitled to charge the Client all costs it has incurred until that moment, as well as a reasonable percentage of the contract sum due to loss of profit, all this subject to a minimum of 10%.
- 11.3. Return shipments are accepted after we have agreed thereto in writing only; these will be credited at their value. This value will depend, among other things, on whether or not the articles that are taken back may still be sold, whether the packaging is in undamaged condition, etc.

Article 12 FORCE MAJEURE

- 12.1. Circumstances over which BQE has no control and/or which it has not caused and that are of such nature that performance of the agreement may in reason not, or not to its full extent, be required of BQE, will give us the right to terminate the agreement or part of it and/or to suspend performance, without any obligation to pay compensation. The above-mentioned circumstances include:
 - 12.1.1 war or risk of war.
 - 12.1.2 full or partial mobilisation.
 - 12.1.3 Measures taken by Dutch or foreign government bodies that make performing the agreement more onerous or expensive than was foreseen at the time when the agreement was concluded.
 - 12.1.4 Frost, strikes, epidemics, traffic blockades, fire, theft, etc.
 - 12.1.5 If our supplier is unable to deliver to us in time. The above also applies if any of the aforementioned circumstances occur with respect to our suppliers.

Article 13 RETENTION OF TITLE

- 13.1 All goods sold and delivered by BQE remain its property until we have received full payment with respect to such delivery or any other delivery to Client. If BQE delivers a good to Client that has not yet been paid, this delivery will be regarded as having been given in loan free of charge. In the event that buyer/Client is in default of any payment BQE will be entitled to take possession of the delivered goods and to dispose of them as its own property. The Buyer/Client do not have any right of retention. The Buyer will irrevocably authorise us to enter the locations where these goods may be present at any time of the day.

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Article 14 GOVERNING LAW / DISPUTES

- 14.1. All agreements concluded by BQE will be interpreted in accordance with and are governed exclusively by Netherlands law.
- 14.2. Any disputes arising from agreements concluded by BQE will, in so far as is possible pursuant to the appropriate statutory provisions, with the exclusions of all other authorities, be submitted to the competent court in the place where BQE has its place of business.
- 14.3. Without prejudice to paragraph 2, BQE reserves the right to submit a dispute arising from the concluded agreement to the competent court in the place where the Client has its place of business.
- 14.4. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.

Article 15 INDEMNITY

- 15.1 The Contractor agrees to indemnify BQE against any claims from third parties who suffer loss in connection with the execution of the agreement and of which the cause is not attributable to BQE.
If BQE is held liable by third parties in this connection, the Contractor will give BQE every assistance, both at law and otherwise, and will immediately do anything that may be expected from it in this regard. If the Contractor fails to take adequate measures, BQE will be entitled to do so, without notice of default being required. Any costs and losses arising as a result on the part of BQE and third parties will be fully for the account and risk of the Contractor.

Article 16 INTELLECTUAL PROPERTY

- 16.1 Any rights and powers BQE is entitled to under the Dutch Copyright Act and other intellectual property law and regulations, suffer loss the cause of which may not be attributed to BQE.

Article 17 FILING; CHANGES IN THE TERMS AND CONDITIONS

- 17.1 These Terms and Conditions have been filed with the Chamber of Commerce in the Hague.
- 17.2 The most recently filed version of the text, or the text of the version as it read at the time of concluding the transaction with the User, applies at all times. The Dutch text of the general Terms and Conditions is at all times leading in respect of its interpretation.