

GENERAL CONDITIONS OF SALE AND DELIVERY OF REVOCARE

Article 1 Applicability

- 1.1 By "RevoCare" is understood in these general conditions of sale and delivery: RevoCare, registered with the Trade Register under number 55102255.
- 1.2 By "product" or "products" is understood in these general conditions of sale and delivery: graffiti removers, anti-graffiti coatings and protection, glass renovation products and other items offered or supplied by RevoCare.
- 1.3 By "service" or "services" is understood in these general conditions of sale and delivery: services offered or supplier by RevoCare with regard to the removal of graffiti or scratches and all other services.
- 1.4 These conditions apply to all offers made by RevoCare and to all contracts concluded with RevoCare.
- 1.5 These conditions shall apply to the exclusion of any general conditions which may be used by the customer or prospective customer (further referred to as "the customer").

Article 2 Offers, orders and contracts

- 2.1 All offers by RevoCare are free of engagement. Orders and acceptances of offers by the customer are irrevocable.
- 2.2 Verbal undertakings or arrangements made by or with its personnel shall be binding on RevoCare only if it has confirmed them in writing.
- 2.3 The customer must inform RevoCare in writing within 3 working days of the date of the order confirmation of possible or alleged inaccuracies in the order confirmation. Failing this, the order confirmation is deemed to reflect the agreement correctly and in full.

Article 3 Conformity

- 3.1 Statements by RevoCare about performance, qualities etc. apply only by approximation and are free of engagement.
- 3.2 Illustrations, descriptions, catalogues, advertising matter and offers shall not be binding on RevoCare
- 3.3 If the products ordered by the customer are intended for use outside the Netherlands, the customer must ascertain whether the products and the associated packaging, manuals etc. conform with all the regulations laid down for them in the country of destination. The use of the products and their conformity with official regulations is at the customer's risk.
- 3.4 The customer guarantees the correctness, completeness and reliability of the data and information supplied to RevoCare by him or on his behalf. RevoCare is only obliged to (continue) the execution of the order if the customer has provided all the data and information required by RevoCare.

Article 4 Intellectual property

- 4.1 All intellectual and industrial property rights inherent in the products and services and their design, and inherent in anything that RevoCare develops, manufactures or supplies, including manuals, packaging, catalogues and illustrations, shall accrue to RevoCare.
- 4.2 The customer is not permitted to alter or to remove from the products any indication about patents, trademarks, trade names or other intellectual or industrial property rights.

- 4.3 Quotations issued by RevoCare, models, and designs produced or supplied by RevoCare, as well as (test) products made available by RevoCare, remain the property of RevoCare, irrespective of whether costs are charged to the customer in connection therewith.

Article 5 Prices

- 5.1 Prices quoted by or agreed with RevoCare exclude packaging, VAT and other taxes or duties.
- 5.2 Prices quoted by RevoCare have been calculated for delivery EXW (Incoterms 2000).
- 5.3 Prices quoted by or agreed with RevoCare exclude additional work. Changes in the order shall always result in additional work, in the event that the information provided by the customer is not in conformity with reality and/or if actual data differ from estimated data.

Article 6 Delivery date and delivery

- 6.1 Stated delivery dates are fixed by approximation and are not to be regarded as firm deadlines.
- 6.2 Transport and/or dispatch of the products shall be at the customer's risk in conformity with the incoterm EXW (Incoterms 2000), unless agreed otherwise in writing. The customer is obliged to accept the products immediately on their arrival at the place of destination.
- 6.3 If the customer does not accept the products or does not come to collect them or have them collected, they shall be stored at the customer's account and risk for as long as RevoCare considers that desirable. In that case, as with every other imputable shortcoming of the customer, RevoCare shall be entitled at any time either to sue for the performance of the contract, or to terminate the contract extra judicially, without prejudice to its entitlement to compensation for the loss suffered and the loss of profit, including storage costs.
- 6.4 RevoCare is not obliged to honour a request from the customer for redelivery or subsequent delivery. If RevoCare does nevertheless honour the request, the associated costs shall be borne by the customer.
- 6.5 RevoCare is entitled to perform a contract in parts and to claim payment of that part of the contract that has been performed.

Article 7 Services

- 7.1 The customer must ensure that the employees of RevoCare will be able to perform the work undisturbed and at the agreed date as well as that all facilities reasonably desired by employees of RevoCare will be made available free of charge.
- 7.2 In the event that a delay occurs in the performance of the order as a consequence of the customer failing to meet his obligations, the work will be performed as soon as the schedule of RevoCare allows. The customer is liable for all damages and costs of RevoCare resulting from this.
- 7.3 RevoCare will handle the evaluation method of GBO for all glass renovation works, which says:
- Evaluation from 3 meters distance
 - Within an angle of 30 degrees
 - Diffuse daylight
 - Observation time of 20 seconds maximum

- 7.4 The order is considered performed/delivered, in case:
- the customer has approved the work;
 - RevoCare has notified the customer in writing that the work is completed and the customer does not object to this within 5 working days of this notification; or
 - the customer does not approve the product or work due to small defects, which can be remedied within 30 days.

Article 8

- 8.1 If RevoCare has been prevented from performing the contract through force majeure, it is entitled to suspend the performance of the contract. In that instance, the customer is not entitled to claim compensation for loss, costs or interest.
- 8.2 By force majeure is understood, *inter alia*: war, danger of war, strikes, fire, accident or sickness of personnel, industrial breakdown, stagnation in transport, difficulties in production or transport not foreseen by RevoCare, and any other circumstance which is not exclusively dependent on the will of RevoCare, such as the non-delivery or late delivery of products or services by third parties engaged by RevoCare.
- 8.3 If RevoCare has already partly met its obligations at the commencement of the state of force majeure or can only partly meet its obligations, it shall be entitled to invoice the already delivered or deliverable part separately and the customer shall be bound to pay this invoice as if it related to a separate contract.

Article 9 Guarantee and complaints

- 9.1 RevoCare guarantees the soundness of the products and services it delivers in conformity with what the customer may reasonably expect under the contract. Should defects nevertheless occur in the products delivered by RevoCare as a result of manufacturing and/or material faults, it shall repair these defects (or have them repaired), replace the products concerned in whole or in part, or apply a reasonable price reduction, all this subject to the choice and exclusively at the discretion of RevoCare. The guarantee shall apply for a period of 6 months from the date of purchase by the consumer (date of receipt) and exclusively on presentation of the original invoice.
- 9.2 Defects which occur in, or are wholly or partly the result of, normal wear and tear, failure to follow the instructions in the manual, injudicious use, overdue maintenance, use in combination with materials of third parties, repair of other work by third parties or by the customer without the prior written consent of RevoCare, are in any event not covered by the guarantee. RevoCare is not liable for (damages resulting from) these kinds of defects.
- 9.3 The customer must inspect the delivered products and services closely immediately on receiving them, on penalty of the loss of any right of complaint and/or guarantee. Any complaint relating to the quantity of delivered products must be noted on the consignment note or delivery note on delivery, in the absence of which, the quantities stated on the consignment note or delivery note shall furnish compelling proof against the customer.
- 9.4 Claims under the guarantee must be made to RevoCare in writing within 5 days of a defect appearing. Any claim on RevoCare shall lapse in the absence of a prompt complaint.

- 9.5 The customer is obliged to keep the products which form the subject of the complaint available to RevoCare, on penalty of the loss of any right of complaint and/or guarantee.
- 9.6 Complaints do not suspend the customer's payment obligations.
- 9.7 After a fault has been detected in a product, the customer is obliged to do everything necessary to prevent or limit the damage, expressly including, if necessary, immediate suspension of use and trading.

Article 10 Retention of title

- 10.1 RevoCare shall retain the ownership of the delivered products and of the products to be delivered, until its claims relating to the delivered products and services and the products and services to be delivered and have been met in full by the customer, including the claims arising from failure to perform one or more contracts.
- 10.2 If the customer fails to perform his obligations, RevoCare shall be entitled to recover the products belonging to it (or have them recovered) from the place where they are to be found, at the customer's expense.
- 10.3 The customer is not entitled to pledge or to transfer the ownership of products which have not yet been paid for. The customer is obliged to keep the products delivered under retention of title with due care and as the identifiable property of RevoCare.

Article 11 Payment

- 11.1 Unless otherwise agreed in writing, payment of invoices of RevoCare must be made within 14 days of the invoice date.
- 11.2 RevoCare shall be entitled at any time to require full or part payment in advance and/or otherwise obtain security of payment.
- 11.3 If no prompt payment is received, the customer is liable to pay, without further notice of default, an interest payment on the invoice amount of 1.5% per month, calculated from the due date up to and including the date of payment.
- 11.4 All collection costs shall be paid by the customer. The extrajudicial collection costs amount to at least 15% of the sum to be collected, subject to a minimum of EUR 250.00.
- 11.5 The customer renounces any right of offset.

Article 12 Cancellation

- 12.1 The customer may not cancel an order he has given. If the customer nevertheless cancels an order he has given in whole or in part, he shall be bound to compensate RevoCare for all the costs reasonably incurred with a view to the execution of this order, the work performed by RevoCare and loss of profit, plus VAT.

Article 13 Advice

- 13.1 All the advice given by RevoCare and announcements and statements made by RevoCare about, *inter alia*, the characteristics of products and services to be supplied by RevoCare are wholly without obligation and are provided by RevoCare as non-binding information. RevoCare does not provide any guarantee in the matter.

13.2 RevoCare shall not be liable for any direct or indirect loss, in any form or of whatever kind, arising from the supply of information and/or advice by RevoCare. The customer indemnifies RevoCare against all third party claims in the matter, except in the event of intention or gross negligence on the part of RevoCare.

Article 14 Liability

- 14.1 Beyond the provisions of Article 9, the customer has no claim whatsoever on RevoCare for defects in or in relation to the products supplied by RevoCare.
- 14.2 RevoCare is not liable for emotional damage, trading loss, loss due to delay, loss of profits and any other consequential or indirect loss, arising for whatever cause, except in the event of intention or gross negligence on the part of RevoCare.
- 14.3 Damage to products caused by transport or damage to packaging shall be at the customer's account and risk.
- 14.4 In all instances in which RevoCare is bound to pay compensation, the latter shall never exceed the invoice value of the products or services supplied, by which or in connection with which loss has been caused. Moreover, if the loss is covered by the business liability insurance of RevoCare, the compensation shall never exceed the amount actually paid out by the insurer in the case concerned.
- 14.5 Every claim on RevoCare, unless it has been recognised by RevoCare, shall expire by the mere lapse of 12 months from when the claim arose.
- 14.6 The customer indemnifies RevoCare against any claim by third parties in connection with execution of the contract by RevoCare.
- 14.7 RevoCare can never be held responsible for damage of glass, during working on the glass.

Article 15 Representation

- 15.1 If the customer acts on behalf of one or more other persons, he shall be liable to RevoCare as if he himself were the customer, without prejudice to the liability of those other persons.

Article 16 Final provisions

- 16.1 The applicability of any international convention on the sale of goods, the applicability of which can be excluded between the parties, shall not apply and is hereby expressly excluded. More in particular, the applicability of the Vienna Sales Convention 1980 (CISG 1980) is expressly excluded.
- 16.2 All disputes between RevoCare and the customer shall be heard exclusively by the competent court in the district of Roermond, the Netherlands. Notwithstanding the above, RevoCare is authorised to apply to the court of the customer's domicile or place of establishment.
- 16.3 Only Dutch law is applicable to contracts concluded by RevoCare.