

General delivery and payment conditions

of

ProCtrl

Registered office in Musselkanaal

GENERAL PROVISIONS

1. Definitions

Client: the Consumer or the (legal) person acting in the exercise of a profession or business.

Supplier: Villa ProCtrl

Terms and conditions: the present general conditions, in whichever form they exist, both on paper and/or electronically.

Products: all movable property subject to offer, agreement or other transaction in the relationship between Supplier and Client.

Consumer: the Client acting in the capacity of a Consumer.

Agreement: the agreement between the Supplier and the Client, on the basis of which the Supplier delivers Products for the benefit of the Client.

Registration: the complete filling in of the Website registration form, which deems it possible to make use of the Products offered by the Supplier, or to order them.

Website: each virtual site on the World Wide Web, or similar forms of access, which offer information by which means Products or information be made available, including www.villaproctrl.com and any other sites registered under the name of the Supplier.

2. Corporate Identity

ProCtrl business partnership, trading under the name Villa ProCtrl

Location and visiting address:

Sluiskade 134

9581 JR Musselkanaal

Netherlands

Phone number: 050 402 88 16 Netherlands

International phone number: 0031 20 716 36 55

Access: working days between 9.00 – 12.00 and 13.00 – 17.00

Email: sales@villaproctrl.com

Chamber of Commerce number/Chamber of Commerce: 04059102

BTW/VAT number: 8085.01.495. B. 01

3. Offers and agreements

3.1 These general conditions apply to all offers and agreements within and outside of the Netherlands, by which the Supplier delivers goods and/or services of any kind to the Client, whether or not these goods and/or services are (further) defined within these conditions. Deviations from these general conditions are only valid should this be expressly agreed upon in writing.

3.2 All offers are without obligation, unless explicitly and otherwise stated within a written offer.

3.3 The offer contains a complete and accurate description of the product(s) offered. The description is sufficiently detailed to make a proper assessment of the offer. Those images placed on the websites of the Supplier are a true reflection of the product(s). Obvious errors or mistakes in the offer are not binding for the Supplier.

3.4 The applicability of any purchase or other conditions made by the Client are explicitly rejected.

3.5 If any provision of these terms and conditions is void or destroyed, the general provisions of these terms and conditions will remain in force, and Supplier and Client will discuss new stipulations replacing the null and void conditions, or, as far as possible, agree upon the purpose and intent of the invalid or destroyed provision.

3.6 An agreement will be made through the Client's provision of a written acceptance confirming the quotation or offer to the Supplier, and at the moment that the Supplier executes the agreement. A Consumer is sent a confirmation email by the Supplier which confirms the agreement.

3.7 If legal conditions are agreed upon via a website, whereby the Supplier does not or does not completely meet these conditions, then the Client who is acting in the interest of a profession or business, this will be explicitly stated upon the waiver of these conditions, whereby the agreement falls under the legal consequences of non-fulfilment.

3.8 A Consumer will point out any contract irregularities to the Supplier, which are concluded via a website before the Supplier is called on an agreement default.

3.9 A contract can be closed in the Dutch and English language. For any irregularities, the Dutch texts will overrule. In principle, the Supplier delivers Products globally.

3.10 All agreements will be digitally archived. The sponsor may at any time submit a request for access via email.

4. Price and payment

- 4.1 Payment must be made within 8 days after the invoice date by bank transfer of the amount due in any of the specified ProCtrl bank account numbers.
- 4.2 If no payment has taken place 8 days after the invoice date, the Client is in default by operation of law; the Client will from the time of default bear interest at the rate equal to the valid legal (commercial) interest rate with an increase of 5% per year upon the payable amount.
- 4.3 The Consumer may request, unless otherwise provided in the agreement or additional terms, to make the payment within 14 days of receiving the product.
- 4.5 The Supplier may demand a deposit of 50% of the total amount from the Consumer, and a deposit of 100% from a non-Consumer.
- 4.3 Payment should take place without deductions or recalculations or suspensions by the Client, unless otherwise agreed in writing.
- 4.4 Should the Client be in default, or is in default with the fulfilment of one or more of its obligations, all reasonable costs for extrajudicial costs and debts shall be borne by the Client. In all cases, the Client will owe 15% on the outstanding balance owed to debt collection agencies, non-Consumers will owe a minimum of 80 euros. The Client is liable for all legal fees.
- 4.5 Should the Client's company be liquidated, or should bankruptcy have been applied for or pronounced, or suspension of payments or the Natural Persons Debt Rescheduling Act is applied, and/or the debtors offer an agreement, the obligations of the Client will be immediately demanded.
- 4.6 All prices include VAT and other Government imposed levies, but exclude shipping costs and payment costs, unless otherwise stated.
- 4.7 In the event of an agreement in which maturing amounts will be periodically paid by the Client, the Supplier is entitled to adjust the applicable prices and tariffs by written notification, after a period of at least three months.
- 4.8 The Supplier shall in all cases be entitled to adjust the agreed prices and rates for further actions by written notification to the Client, according to the relevant planning, or according to the agreement, and this will be delivered at least three months after the date of such notification.
- 4.9 If the Client does not agree to any of the Supplier's adjustment of prices and rates, as referred to in article 4.7 or 4.8, the Client is entitled to cancel the agreement in writing within seven working days of the date specified in the Supplier's notification whereby the price or rate adjustment come into force.
- 4.10 If the Consumer invokes the right to waiver, the Supplier shall refund the amount paid within 14 days of dissolution of the agreement.

5. Retention of title and rights

- 5.1 All products delivered to the Client remain the property of the Supplier, until all amounts due from the Client under the agreement are delivered, or to be delivered, or activities are performed, or to be performed, including those amounts referred to in article 4, such as interest and debt recovery costs.
- 5.2 Rights are always granted to the Client or, where appropriate, transferred, on the condition that the Client pay the agreed fees in full, and in a timely manner.
- 5.3 The Client is not permitted rights for the delivered products. Every proceeding is void.

6. Transfer of risk

- 6.1 Risk of loss of or damage regarding the Product(s) subject to the agreement, are the liability of the Client from the moment the Product(s) are held by the Client, or another person used by the Client.
- 6.2 A Consumer is liable for the in paragraph 1. referred risk, from the time when the Consumer, or a third party designated by the Consumer, has received the Product.

7. Intellectual or industrial property rights

- 7.1 All rights of intellectual or industrial property on all Products developed under the agreement, analyses, designs, documentation, reports, offers, as well as the preparatory material thereof, are exclusive to the Supplier or its licensors. The Client receives only the usage rights, and those powers attached to these conditions, or otherwise expressly granted and, for the rest, the Client will not reproduce or copy the manufactured product.
- 7.2 The Client is not permitted to remove or change any copyrights, trademarks, trade names or other intellectual or industrial property of the Products.
- 7.3 The Supplier shall safeguard the Client against any legal action based on the claim that products developed by the Supplier itself infringe upon the law as stated in Netherlands law regarding intellectual or industrial property, under the condition that the Client informs the Supplier in writing, and without delay, with complete information about the existence and content of this legal action, and the judicial procedure, including any settlements involved. Client will then provide the necessary powers of Attorney, information and cooperation to the Supplier, so the Supplier, if necessary in the name of the Client, can defend itself against these claims.
- 7.4 All subsequent or further liabilities or indemnification obligations of the Supplier for the violation of rights of intellectual or industrial property of third parties is excluded, including liability and indemnification obligations of the Supplier for breaches caused by the use of the products supplied in conjunction with products not delivered or provided by the Supplier, or by use in a manner different from that for which the product is developed or intended.

8. Client cooperation

- 8.1 The Supplier shall notify the Client of all relevant information for the correct implementation of the agreement, including useful and necessary data or information, and assistance in a timely manner.
- 8.2 Client is responsible for the use of the products.
- 8.3 If, for the implementation of the agreement, necessary information is not given to the Supplier, or the information is not given in a timely manner, or it is not in accordance with the agreement made by the Supplier, or if the Client otherwise fails to comply with his/her obligations, the Supplier may, in any of these situations, exert the right to suspend execution of the contract, and to exert the right to demand any resulting costs according to the Supplier's usual rates.

9. Delivery times

- 9.1 All (delivery) times will be given by the Supplier, based upon that data associated with an agreement, which are known to the Supplier, and which shall be respected to the best of the Supplier's ability. A one off delay in the (delivery) time does not put the Supplier in default. The Supplier is not bound to deliver by the given time when circumstances beyond its control, after entering into the agreement, have occurred. Should a delay threaten a Client deadline, the Supplier and Client will consult as soon as possible.
- 9.2 The Client agrees that invoices are sent by e-mail.
- 9.3 At or after delivery by post or email, the Client will receive a confirmation of the contract.

10. Suspension/Dissolution by the Client holding a profession, or business, or outside the EU

- 10.1 Each party has the power to dissolve the agreement, only if the other party, after a proper written notice of default as detailed as possible and where a reasonable period for remedying the failure, attributable fails to fulfil essential obligations under the agreement.
- 10.2 the Supplier may terminate the contract in whole or in part, and with immediate effect, without notice of default and without legal intervention by written notice if the Client, whether temporarily or not, has been granted suspension of payment, or where the Client has filed for bankruptcy, or if the Client's business is wound up or terminated other than for the purposes of reconstruction or amalgamation of enterprises. The Supplier shall at no time be liable in any account of compensation through this termination.
- 10.3 If the Client at the time of the dissolution as referred to in article 10.1, has already received results or actions relating to the contract, these results or actions, and the related payment obligations, are not liable for cancellation, unless the Supplier is in default with regard to those results or actions. Sums invoiced by the Supplier before the dissolution, in connection with what he already has performed or delivered regarding the contract, in accordance with the previous sentence, are fully due and immediately payable at the time of the dissolution.

11. Withdrawal/Dissolution for a Consumer within the EU

- 11.1 If the Consumer is entitled to revoke the contract within 14 days without giving reasons, the Consumer must use the withdrawal form on the website of the Supplier.
 - 11.2 The withdrawal time referred to in article 11.1 commences on the day after the Consumer, or a third party designated by him, has received the Product, or:
 - a. If the Consumer has ordered multiple products on the same order: the day the Consumer, or a third party designated by him, has received the final product on this order. The Supplier may, provided he has clearly informed the Consumer prior to the ordering process, clearly, refuse to deliver an order of several products upon different delivery dates.
 - b. If the supply of a product consists of several consignments or parts: the day when the Consumer, or a third party designated by him, has received the last shipment or part/piece.
 - c. Agreements for the regular delivery of products over a period of time: the day when the Consumer, or a third party designated by him, has received the first product.
 - 11.3 If the Consumer uses of the right of withdrawal, the Consumer should return the Product within 14 days, or hand it over to the Supplier.
 - 11.4 The Consumer shall send back the product with all accessories, and if possible in original condition and packaging, and in accordance with those reasonable and clear instructions provided by the Supplier.
- The risks and the proofs required for the correct and timely exercise of the right of withdrawal are for the Consumer.
- 11.5 The Consumer shall bear the direct cost of returning the product.
 - 11.6 If the Consumer wishes to terminate the agreement, this should be requested via the form on the website, filling it in truthfully, and sending it to the postal address of the Supplier.
 - 11.7 The right of withdrawal does not apply to products that are customized, and other Supplier services.

12. Obligations of the Supplier in the event of withdrawal/dissolution

- 12.1 Supplier sends an immediate confirmation mail by electronic means, whether the Consumer's notification of withdrawal was send by post or email.
- 12.2 Supplier shall reimburse all payments made by the Consumer, including any delivery charges charged by the Supplier for the returned product without delay, within 14 days following the day on which the Consumer submitted the withdrawal form. Unless Supplier offers to remove the product himself, he may wait until he has received the product, or received proof of return from the Consumer, whichever is soonest.
- 12.3 Supplier makes the repayment using the same method of payment used by the Consumer, unless the Consumer consents to an alternative method. The repayment is free of charge for the Consumer.

12.4 Supplier does not need to reimburse additional costs for a more expensive method of refund.

13. Liability of the Supplier; liability

13.1 Supplier only accepts liability for damages according to those situations listed within this article.

13.2 The total liability of Supplier due to attributable failure in the performance of the agreement, is limited to compensation for direct damages up to the amount of the agreed price (excl. VAT). If the agreement is primarily a continuous contract with a term of more than one year, the agreed price will be set for the total amount (exclusive of VAT) stipulated for one year. In no event shall the total compensation for direct damage exceed Euro 450,000 (four hundred and fifty thousand euros).

Direct damage shall be understood to be exclusively:

- a. the reasonable costs that the Client would have to make to assure the Supplier takes those actions necessary for the agreement. However, this damage is non-refundable should the Client dissolved the agreement;
- b. the necessary costs created by the Client for maintaining his old system or systems and related facilities due to delayed delivery by the Supplier regarding a binding delivery date, minus any savings resulting from the delayed delivery;
- c. reasonable costs incurred to determine the cause and extent of damage, insofar as the direct damage relates to the determination of the term within the meaning of these terms and conditions;
- d. reasonable costs incurred to prevent or limit the damage, as far as Client demonstrates that these costs have led to the limitation of direct damage within the meaning of these terms.

13.3 The Supplier's total liability for damage caused by death or personal injury, or for material damage will in no circumstances amount to more than Euro-1,150,000.0 (one million one hundred and fifty thousand Euro) per event, a series of connected events will be considered to be one event.

13.4 Suppliers liability for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation, is excluded.

13.5 Outside those cases referred to in articles 13.2 and 13.3, the Supplier will have no liability for damages, regardless of the ground on which an action for damages is based.

The maximum amounts referred to in articles 13.2 and 13.3, however, will no longer apply insofar as the damage is the result of intent or gross negligence on the part of the Supplier.

13.6 The liability of the Supplier due to attributable failure in the performance of a contract arises only if the Client has given proper written notice of default without delay to the Supplier, claiming a reasonable period of time of at least 14 days, for remedying the shortcoming, and if the Supplier continues to fail in his duties regarding the terms of the agreement. Notice of default must give as detailed a description as possible of the shortcoming, so that the Supplier may adequately respond.

13.7 The condition for any compensation rights are always that Client reports the damage in writing as soon as possible, in any event within 7 days of occurrence, to Supplier.

13.8 The Client shall indemnify the Supplier against all claims from third parties for product liability, as a result of a defect in a product or system that is delivered by the Client to a third party, and which partly consisted of products delivered by the Supplier, except if and insofar as the Client proves that the damage was caused by those products.

8.6 In all cases, the Supplier shall adhere to the legal compliance policy in the fulfilment of his obligations, unless these conditions have been explicitly waived.

14. Force majeure

14.1 None of the parties are obliged to fulfil any obligation if prevented from doing so as a result of force majeure. Force majeure includes a non-attributable failure by the suppliers of the Supplier.

14.2 When a force majeure has lasted longer than 90 days, parties have the right to terminate the agreement by written dissolution. Those terms already fulfilled under the agreement will be settled proportionately, without the parties owing anything further.

15. Export

15.1 For Client export of products, the relevant export provisions shall apply. The Supplier shall indemnify the customer against all claims of third parties relating to the Client, and attributable to violations of the relevant export regulations.

15.2 To all agreements concerning the delivery of products, the Vienna Sales Convention applies.

16. Complaints procedure

16.1 Complaints regarding contract performance, should be described full and clearly, and submitted to the Supplier within reasonable time, with a maximum time of 14 days.

16.2 Complaints relating to the Supplier must be served within a period of 14 days from the invoice date. If a complaint requires a longer processing time, the Supplier will send a message of receipt to the Consumer within the period of 14 days, informing the Consumer when he can expect a more detailed answer.

16.3 If the complaint cannot be resolved within a reasonable period, or within 3 months of the filing of the complaint, this will be a dispute subject to dispute regulations.

17. Applicable law and disputes

17.1 The agreements between the Supplier and the Client are governed by Dutch law. Parties waive any addition or deviation by a non-Dutch legal system.

17.2 Disputes arising between the Supplier and the Client as a result of an agreement made between Client and Supplier, which include further agreements that might be affected by this dispute, will be exclusively settled by the Dutch court in Groningen.