

'ETAN TRAMPOLINES B.V.' GENERAL TERMS AND CONDITIONS

1. Scope of application and definitions:

- 1.1 These terms and conditions shall apply to all offers, work, goods supplied and to be supplied and other forms of business performed by **Etan Trampolines B.V.**, a legal entity with limited liability having its registered office in Boxtel (the Netherlands) and having its principal place of business at Schouwrooij no. 6, 5281 RE Boxtel, registered with the Chamber of Commerce under no. 17114969, and hereinafter referred to as "Etan".
- 1.2 Etan excludes in advance the applicability of any general or supplementary terms and conditions by the other party in any and all cases.
- 1.3 The following definitions shall be used in these terms and conditions:
- **Etan:** the party which declares these general terms and conditions to apply to all its actions, including legal actions, with regard to the other party;
 - **non-consumer:** a client or buyer (either a natural or legal person) practising a profession or operating a business, whether or not incidental or small-scale;
 - **buyer:** non-consumer or client;
 - **other party:** the buyer to whom these terms and conditions apply;
 - **parties:** Etan and the other party;
 - **consumer:** end user, who, outside of practising a trade or profession has purchased goods supplied by Etan indirectly or directly from the other party;
 - **goods:** the product(s) and/or moveable property supplied;
 - **general terms and conditions:** all terms and conditions as written in this document.
- 1.4 Etan at all times considers any other party who places an order or commission from it to be a non-consumer, unless this client informs Etan in writing beforehand that it is acting outside a trade or profession. The client or buyer is obliged to inform Etan if he/she is acting within a trade or profession before an agreement with Etan has been concluded. Accordingly, a buyer who is a consumer may at no time claim protection under the Netherlands Civil Code book 6 arts. 236 and 237 if he/she has not adequately informed Etan of this fact.

2. Concluding agreements:

- 2.1 Any offer made by Etan in any form is always and in all regards non-binding, and can be revoked by Etan within 10 working days of acceptance by the other party. Unless Etan states otherwise in writing, all offers shall expire 6 weeks after the date of the offer and if the offer has not been explicitly accepted by the other party, unless a different period has been granted by Etan in a written offer to the other party and this written offer has not been explicitly accepted by the other party within this period.
- 2.2 Every acceptance by Etan shall be in writing, so that in the event of a lack of written acceptance, there shall be no agreement concluded, except in the situation where the other party can demonstrate that Etan has not received the written acceptance due to an interfering circumstance.
- 2.3 Changes to an agreement already concluded shall only be effective if agreed upon in writing by both parties. The premise of this provision is that the other party must compensate Etan for damages and/or costs incurred as a result of a change in the agreement.
- 2.4 Unless otherwise stated in the offer, the conditions for use enclosed with and/or otherwise applying to the moveable goods shall apply.

3. Execution of the agreements and claims:

- 3.1 If an agreement based on an offer is concluded, Etan shall undertake to supply to the other party the moveable goods and/or services having the description, quality and quantity specified in the offer accepted by the other party.
- 3.2 The other party is obligated to accept the goods purchased at the point of delivery to his/her premises or at the point they are provided in accordance with the agreement.
- 3.3 Etan is permitted to deliver goods sold in consignments. This shall not apply if a partial delivery does not have independent value. If goods are delivered in consignment, Etan is authorised to invoice each consignment separately.
- 3.4 If Etan has provided a model, sample or specimen, this shall be considered to have been shown or provided as an indication: the qualities of goods to be delivered can differ from the model, sample or specimen in nature, shape or use, unless it has been expressly agreed that delivery shall be in conformity with the model, sample or specimen provided.
- 3.6 Delivery times shall never be considered firm deadlines, unless otherwise expressly agreed upon in writing. If a delivery does not

take place on the established date, Etan must be given written notice of default, and must be granted another reasonable period for delivery. After expiry of this reasonable period, the other party may have the agreement with Etan terminated by the authorised judge, except if Etan's inability to deliver can be attributed to such a slight shortcoming by Etan that the other party must be considered to have less interest in the termination of the agreement than Etan has in a delayed delivery, and which the other party must demonstrate.

- 3.7 If there is a temporary non-attributable shortcoming in the fulfilment of the agreement (including force majeure), the agreement shall remain in force and the obligations of the parties shall be suspended for the duration of the situation. Force majeure shall include all conditions and any consequences thereof that cannot be attributed to negligence on the part of Etan and/or the parties. This applies equally in the event that such shortcomings cannot be deemed the fault of the parties by law or judicial decisions, or according to generally accepted practice.
- 3.8 Unless otherwise agreed upon in writing, delivery shall be ex works/ex warehouse from Etan. The way the goods to be supplied are delivered, transported and imported/exported ex warehouse are always at the buyer's expense and risk. Accordingly, the costs for transport and insurance during transport of the shipment are also at the buyer's expense. The buyer/client must state how and under what conditions transport must take place. If 'Incoterms' are declared to be applicable, the condition as set by the ICC (International Chamber of Commerce) automatically applies at the time of conclusion of the agreement.
- 3.9 The other party can report all damage, shortages, and wrongly delivered goods to Etan within 5 (five) working days after delivery. Claims may only be made within the established period of 5 days by email/ telefax.
- 3.10 If Etan declares a complaint to be valid, its only obligation is to replace the faulty goods (or parts thereof); this does not entitle the other party to any other compensation whatsoever unless replacement or repair of these goods costs relatively more than the interest Etan had in the sale/commission.
- 3.11 Goods may only be returned if the parties have so agreed in writing. Return shipment of the goods is always at the expense and risk of the other party, unless the parties have otherwise agreed in writing.
- 3.12 Goods ordered and/or delivered by Etan due to incorrect instructions or specifications from the other party cannot be taken back, unless the parties have otherwise agreed in writing.
- 3.13 Returned goods, for which the return shipment is not due to a fault on the part of Etan, will only be accepted if expressly acknowledged by Etan and if these goods are in their original state and packaging. Handling costs for return shipments are at the expense of the other party, unless the parties have otherwise agreed in writing.
- ### 4. Offers and prices:
- 4.1 Prices are in EURO'S, and exclusive of value added tax, transport and insurance charges, import duties and other kinds of taxes or increases, unless the parties agree otherwise in writing.
- 4.2 Etan is entitled to change the prices of goods and/or services supplied, if this change is the result of specific factors affecting the price which were not foreseeable at the time of conclusion of the agreement, and if the price change is reasonable. If for this reason a price increase amounts to more than 10 % of the cost of the quotation price, buyer has the right to terminate the agreement, without owing any costs to Etan, unless the parties have agreed otherwise in writing.
- 4.3 Every new price quotation replaces the preceding one.
- 4.4 Etan has no obligation to supply a part of the goods included in an offer at a corresponding part of the agreed price. Offers are not automatically valid for repeat orders.

5. Payment conditions:

- 5.1 Payment must be made in full by the other party within 14 days after the invoice date, unless the parties expressly agree otherwise in writing, and this agreement shall be stated on the invoice, which will be send by email.
- 5.2 The other party is not entitled to deduct any claim from the purchase price charged, unless the parties agree to this in writing.
- 5.3 If the other party has not paid the purchase price in full by the end of the period stipulated in paragraph 1 of this article, he/she shall be considered in default. Etan is entitled to charge interest on the entire amount still owing from this date at 1.5% per month, or per part of the month.
- 5.4 If Etan is forced by non-payment by the other party to take measures to recover the purchase price or a part thereof, any judicial and extra-judicial costs which Etan must incur are at the expense of the other party. These costs shall be calculated based

- on the most recent guidelines of the calculation schedule for lawyers published by the Netherlands Bar. By accepting these general terms and conditions, the other party authorises Etan to settle these costs directly, insofar as this is possible.
- 5.5 Payment of a given amount shall in the first place apply to the costs, then to the already charged interest and lastly the principal sum and current interest, irrespective of other indications made by the other party with the payment.
- 5.6 Payment shall take place in a place and in a manner prescribed by Etan; in particular Etan shall have the right to pay any invoice to the other party at least 30 days after receipt of the invoice by Etan, using whatever form of payment the other party agrees to, unless this place or manner is substantially damaging to the other party. The other party shall inform Etan of its objections to the form of payment in writing within a period of 5 working days after being informed thereof by Etan; if the other party fails to do so, this right shall cease.
- 6. Retention of title:**
- 6.1 All agreements entered into with the other party by Etan for the purpose of transferring ownership of moveable goods to the other party, in return for compensation charged to the other party, are considered to be entered into on the suspensive condition that this compensation is paid in full. The ownership of these moveable goods shall not pass to the other party before the other party has paid the compensation charged in full, along with any interests and costs, with due observance of the provisions under 5.5 of these general terms and conditions.
- 6.2 If the other party fails to pay the compensation in full, Etan has the right to bring (or have brought) the moveable goods under its control, if necessary by entering the properties of the other party and/or third parties. In accepting these general terms and conditions, the other party gives/grants Etan this co-operation or permission to enter the property of the other party, if and insofar as the co-operation or permission from the other party is necessary.
- 6.3 Goods supplied by Etan, which fall under the retention of title in this article, may only be disposed of in the context of normal business operations, provided that the third parties always are in good faith. If not, the buyer/commissioning party and/or its board, and/or the buyers/owners, whether or not natural persons, are jointly and severally liable for all damages suffered by Etan with regard to the relevant agreement.
- 6.4 With the exception of the situation outlined in art. 6.3, under no circumstances may the other party encumber or actually surrender the goods supplied without permission from Etan.
- 6.5 If third parties lay claim to the goods supplied under retention of title, or wish to establish or have prevail right of encumbrance or other rights to it, the other party is obliged to inform Etan immediately of the situation.
- 6.6 As long as the other party has not wholly fulfilled all of its obligations, it is prohibited from merging the goods supplied or altering them to the extent that they cannot be easily distinguished and/or thereby determined to be a part of a larger or different whole.
- 6.7 The other party shall undertake to treat the goods, supplied and not paid for, with due care in order to avoid a decrease in value as much as possible. This includes in any case the duty to adequately insure the goods against external contingencies (such as explosion, theft, fire, frost, water damage, etc.) and to show a policy for such insurance to Etan on request.
- 6.8 In the event the goods are not delivered in the Netherlands and/or are not delivered to a Dutch party, the provisions described in this article shall also apply unimpaired and according to the laws of the Netherlands.
- 7. Liability, guarantee and use:**
- 7.1 The manufacturer's guarantee conditions and all other conditions, including conditions of use, shall apply to all goods supplied having a manufacturer's guarantee; these provisions will always be produced as much as possible.
- 7.2 Etan will only honour a guarantee for goods it supplies without a manufacturer's guarantee if it has been agreed upon in writing beforehand. Etan is liable for damages arising from gross negligence and/or intention on the part of Etan. Etan accepts no liability for damages arising from improper, abnormal or reckless behaviour.
- 7.3 Etan is, if so agreed, only liable for damages to the goods themselves during a guarantee period as described under 7.1 of these terms and conditions, arising from defective materials and /or improper construction on the part of Etan, unless these damages result from use or application of the goods forced upon the other party by Etan and/or arising out of reasonableness, and/or an error in use or operation by the buyer or others, while using or operating the goods.
- 7.4 Etan shall at no time be liable for damages consisting of economic loss or loss of property, lost income or profit, deprivation of use of the goods, injury or immaterial damages or any other kind of damages on the part of the other party or consumer, which directly or indirectly results from or is connected to the use, performance or presence of the goods supplied. If, despite the foregoing, liability on the part of Etan is found to exist at any time, this liability shall be at all times limited to the insured amount per event based on an adequate liability insurance.
- 7.5 If what Etan has supplied does not correspond with what has been agreed, the other party can no longer make a claim if it has not discovered (or should in all reasonableness have discovered) this within the period described in 7.1 of these terms and conditions, but in any case within 5 days after receipt (see art. 3.9), and given notice to Etan as described in art. 7.1. or art. 7.2 of these terms and conditions. Any guarantee shall cease to apply in all cases if the other party does not wholly fulfil its obligations to Etan.
- 7.6 In fulfilment of its liability obligations, Etan is only obligated to replace or repair the defective goods or parts thereof at no charge and within a reasonable period. The other party is liable for all other damage.
- 7.7 The stipulations in paragraphs 7.1 through 7.5 of these terms and conditions also apply to goods delivered or made available by Etan on approval, on loan or otherwise.
- 7.8 All actions and activities in execution of the agreement are at the expense and risk of the other party, unless otherwise agreed upon in writing. This applies also to transport and any import or export of goods and all costs or cost increases (also see art. 3.8). Etan shall at no time be liable for any damage, unless the other party proves that this damage has arisen through omission or negligence by Etan. In this last case, the damage to be compensated by Etan shall never be more than the invoice value.
- 7.9 If Etan does not have to transport the goods because a third party or the other party is doing so, the risk for these goods shall pass to the other party and/or third party at the point these goods come under the control of the other party and/or third party.
- 7.10 If the goods to be supplied are delivered from the Netherlands or another country, and, whether or not after resale, are used or delivered outside of the Netherlands (whether or not to consumers), Etan shall at no time be responsible for these goods not complying with technical specifications, standards and/or laws or requirements prevailing in that country, or in a transit country. This shall not apply if dealers or end users in the foreign country mention this when concluding the agreement, and have provided all necessary information and specifications, in which case separate written agreements must be made.
- 7.11 Etan accepts absolutely no liability for the goods delivered with regard to the other party or third parties if these goods are resold to third parties.
- 7.12 Etan does not guarantee that the goods are suitable for the other party or consumer's intended purpose, even if this purpose has been made known to Etan, unless the parties otherwise agree in writing.
- 7.13 Any eventual liability on the part of Etan shall cease to exist in all cases if the other party does not wholly fulfil its obligations to Etan.
- 7.14 Recommendations, descriptions, instructions for use, etc., supplied by Etan with regard to the use, application, quality, processing, maintenance, etc. of the goods supplied are not binding and cannot be a reason for liability on the part of Etan.
- 7.15 Even in the event that the goods are not produced, or not wholly produced in the Netherlands, these conditions shall apply under the laws of the Netherlands.
- 8. Intellectual and industrial property**
- 8.1 All rights of intellectual and/or industrial nature connected to Etan's moveable goods, are and shall remain expressly and exclusively the property of Etan, both during and after the execution of the agreement, irrespective of the share of the other party itself or through third parties employed by the other party and/or Etan in the creation of these goods.
- 8.2 The exercising of the rights referred to in the previous paragraph is expressly and exclusively reserved for Etan, both during and after the execution of the agreement.

- 8.3 The other party indemnifies Etan against all claims by third parties of alleged breaches of the rights to which third parties are entitled and intellectual or industrial rights derived therefrom through the use of designs supplied to Etan by, or on behalf of, the other party for execution of the agreement.
- 8.4 If Etan is forced by a third party to stop manufacture and/or sale of moveable goods, on the grounds of any alleged right as described in 8.3 of the general terms and conditions, the other party is obligated to pay any costs or damages incurred by Etan in full to Etan at the first request.

9. Termination of the agreement

- 9.1 Etan shall be fully authorised to immediately terminate the agreement concluded with the other party, in whole or in part, by means of a written statement addressed to the other party, and/or to revendicate or protect the goods supplied by means of attachment, without prejudice to other rights of Etan on grounds of legal provisions, in the event of any failure by the other party to fulfil an agreement concluded with Etan, the bankruptcy or the death of the other party, application by the other party for a suspension or temporary suspension of payments, or loss of authority to dispose of its assets or the goods supplied due to attachment, placement under tutelage and/or otherwise.
- 9.2 As long as the other party has not fulfilled all its obligations, Etan is at all times entitled to demand adequate security from the other party for fulfilment of all obligations, in the absence of which Etan may terminate the agreement and claim back the goods supplied without any compensation being due to the other party. All costs for this termination, as well as lost profit, shall be at the expense of the other party.

10. Disputes, applicable law and perpetual clause.

- 10.1 The laws of the Netherlands shall apply exclusively to the concluding and fulfilment of all agreements that Etan concludes with the other party, with, insofar as possible, exclusion of the Vienna Sales Convention, the EVO (Dutch Shippers' Council) or other national or international treaties or regulations, even if the sale or execution of the agreement, or the other party's place of business is reason for other legal systems to apply. This shall emphatically also apply in the event Etan is held liable for damages by third parties due to the goods delivered.
- 10.2 All disputes arising from agreements concluded by Etan with the other party, or from other agreements for the execution thereof, shall be judged by the competent authorised court having jurisdiction in the district or sub district where Etan has its registered office, with the exclusion of every other court.
- 10.3 These conditions shall in all cases unconditionally apply in the event of resale by the other party to any other natural or legal persons than the other party itself. The duty to agree to and/or hold in perpetuity these conditions unconditionally and wholly with its other party in the event of sale of the moveable goods supplied rests with Etan, failing which the other party shall indemnify Etan against any declaration of liability with regard to the goods supplied.