

1 Definitions

1.1 In these General Terms and Conditions, the terms below will have the following meaning:

- a. **Gerco:** Gerco Brandpreventie B.V., which has its principal place of business at Vrouwenmantel 5 in (2871 NJ) Schoonhoven, the Netherlands, post office box 11, 2870 AA Schoonhoven, tel: + 31 (0) 182 383577, fax: + 31 (01) 82 383882, e-mail: info@gerco.com, VAT number: NL8225.25.100.B01, Chamber of Commerce number: 29020504, also trading under the name of 'RED Profs', or one of its affiliated companies.
- b. **Customer:** any (legal) entity that awards Gerco the contract to deliver Products and/or Services.
- c. **Product:** any object offered for sale to the Customer by Gerco.
- d. **Services:** work performed, or to be performed, by Gerco, including fire prevention for the benefit of the Customer.
- e. **Agreement:** the legal relationship between Gerco and the Customer, that is established at the time of acceptance by the Customer of the offer with respect to the Products on the Website or by confirmation by the Customer of the offer made by Gerco.
- f. **Quotation:** any offer made by Gerco in which the Products and/or Services are described.
- g. **General Terms and Conditions:** the present terms and conditions.
- h. **Website:** www.redprofs.com

2 General Provisions

- 2.1 These General Terms and Conditions will apply to all legal relationships between Gerco and the Customer.
- 2.2 Once these General Terms and Conditions have been declared applicable to an Agreement, the Customer agrees to the applicability of these General Terms and Conditions to any subsequent agreements concluded between the Parties, unless otherwise agreed in writing at a later date.
- 2.3 All contracts awarded to Gerco will only be accepted and performed under these General Terms and Conditions. An offer from the Customer referring to the general terms and conditions of the Customer will only be accepted by, or on behalf of, Gerco with an explicit rejection of the Customer's general terms and conditions.
- 2.4 Amendments to, and/or stipulations varying from the General Terms and Conditions will only be valid when agreed in writing between the Parties.

- 2.5 In the event that any provision of the General Terms and Conditions at any moment is void or will be declared void, in whole or in part, or is not binding for any other reason, the other provisions will remain in full force and effect.

These General Terms and Conditions are divided into two parts: part 1 relates to the sale of the Products by Gerco (either through the Website or as part of a project) and part 2 relates to the provision of the Services. These General Terms and Conditions, however, will apply as a whole to all legal relationships between Gerco and the Customer.

PART 1: SALE OF PRODUCTS

3 Sale through the Website: the Presentation of the Products

- 3.1 Gerco offers Products for sale on the Website.
- 3.2 The presentation on the Website contains a complete and accurate description of the Products and the prices. The description is sufficiently detailed to enable the Customer to properly assess the Products. When Gerco uses photographs, videos or illustrations, these will be a true representation of the Products offered. Gerco will not be liable for any damage incurred by the Customer arising from mistakes or errors in the representation of the Products. Gerco will ensure that if a Product has a limited shelf life, this will be clearly marked on the packaging.
- 3.3 All user manuals for the Products, the General Terms and Conditions and Gerco's Privacy Policy will be made available on the Website in Dutch, English, French and German.
- 3.4 Gerco will make the minimum legally mandatory information on the Product available to the Customer on the Website, in order for the Customer to read and store this information. These are, for instance, the safety data sheets, the technical information sheets and workplace instruction cards. Other information available on the Website for the Customer to read and store is, for instance, information about guarantees and complaint handling policy and information regarding exchanging and returning the Products.
- 3.5 The Customer may, before entering into the Agreement, check the information provided by the Customer in the context of the Agreement to be concluded and, if the Customer considers it necessary, alter the information.
- 3.6 Any order and transportation costs are listed on the payment page of the Website, the invoice and also on the Website under the heading "*ordering from RED profs*". These amounts are adjusted annually.
- 3.7 For Products of a deviating sizes Gerco charges a shipping surcharge. This amount will be stated next to the relevant Product.
- 3.8 Gerco may, within the legal boundaries, enquire whether the Customer will be able to fulfil its payment obligation, and may enquire into all the facts and circumstances that are important for a sound conclusion of the Agreement. In the event that, based on this inquiry, Gerco has good

reason to not enter into the Agreement, Gerco has the right, supported by reasons, to refuse or cancel an order or application or to attach special conditions to an Agreement.

4 Sale through the Website: the Agreement

- 4.1 By placing an order on the Website, the Customer states to be aware of (i) the Products ordered by the Customer and any information available on the Website relating to these Products, (ii) the conditions stated, including these General Terms and Conditions and (iii) the invoice amount including any order and transportation costs. Gerco's records will be conclusive evidence, subject to proof to the contrary, of the nature and the extent of the information available on the website at the time the order was placed.
- 4.2 The Agreement will not be concluded until Gerco has confirmed the Agreement in writing (including electronic confirmation).
- 4.3 The Agreement may be concluded in the Dutch language and also in the English, French and German language.
- 4.4 The Agreement will be filed by Gerco after the Agreement has been concluded. By logging in to a secured system, the Customer can check the Agreement and his information and invoices. The Customer can check his information and may adjust or change this information.

5 Sale through the Website: delivery

- 5.1 Unless otherwise agreed, delivery of the Products will be 'ex works', which means at the option of Gerco Warehouse Doeleman in Waddinxveen, the Netherlands, Gerco in Schoonhoven, the Netherlands, or any other location.
- 5.2 The risk of damage to and/or loss of Products during transport lies with Gerco until the Products have been delivered to the Customer.
- 5.3 Upon delivery to the Customer, Gerco will include the following information in writing:
 - a. the order confirmation;
 - b. Gerco's contact details;
 - c. an abbreviated user manual for the sold Product in question in the Dutch, English, French and German language.
- 5.4 The Customer is obligated to take delivery of the purchased Products at the time they are provided to the Customer or at the time they are made available to the Customer in accordance with the Agreement. If the Customer refuses to take delivery or fails to provide information or instructions required for delivery, the items will be stored or returned at the risk of the Customer. In such an event, the Customer must pay any additional costs, in any case including the storage charges or the shipping costs incurred to return the items.

- 5.5 Agreed delivery periods will never be deemed to be strict deadlines, unless expressly agreed otherwise.
- 5.6 Gerco will try to make deliveries within a period of 24 hours in the Benelux, weekends and Dutch national holidays excluded. Gerco will aim to make deliveries to the other EU countries within 3 or 4 days. Exceptions to the periods referred to above are the stock, production or delivery problems caused by force majeure pursuant to article 20.
- 5.7 In case of late delivery the Customer must provide Gerco with a written notice of default. Exceeding the delivery period does not give the Customer the right to cancel the order or to suspend or refuse the receipt or payment of the Products and does not entitle the Customer to any right to damages, of whatever nature.
- 5.8 Gerco has the right to make partial deliveries of the sold Products. This does not apply if a partial delivery has no independent value. If partial deliveries of the Products are made, Gerco has the right to invoice each part separately. Gerco will inform the Customer hereof within 24 hours by telephone or e-mail.
- 5.9 If delivery of an ordered Product proves to be impossible, Gerco will make every effort to provide a replacement Product. No later than upon delivery will clearly and in a comprehensible manner be stated that a replacement Product will be delivered. The right of withdrawal cannot be excluded for replacement Products. In this case, the costs of any return shipment will be borne by Gerco.
- 5.10 Gerco will exercise the greatest possible care in the receipt and implementation of the orders of Products.

6 Payment

- 6.1 Gerco's invoices must be paid in euros or in any other currency in which they are issued (i) if Gerco so requires, directly after the purchase by means of the online payment system on the Website or within 30 days of receipt of the invoice (ii):
- a. by means of legal tender at the office of Gerco; or
 - b. by transfer of the amount due to an account number designated by Gerco.
- 6.2 After the expiry of 30 days after the invoice date, the Customer will be in default; as of the date of the default the Customer will be liable for any additional administrative and (extra)judicial collection costs. Furthermore, the Customer will be due on the outstanding amount the higher of either (1) the statutory commercial interest plus two percentage points and (ii) 12% interest on an annual basis.
- 6.3 In the event of liquidation, bankruptcy or suspension of payments on the part of the Customer, the obligations of the Customer will be due on demand.
- 6.4 The Customer does not have the right to suspend its payment obligations towards Gerco and/or to offset any claims against claims from Gerco.

- 6.5 Payments made by the Customer must first of all serve to settle any payable interest and costs and subsequently the longest outstanding payable invoices, even if the Customer should state that the payment is related to an invoice subsequently sent.
- 6.6 The Customer must inform Gerco immediately of any inaccuracies in payment data provided or stated.
- 6.7 In the event of non-payment on the part of the customer, without prejudice to Gerco's other rights, Gerco has the right to charge the Customer the costs that have been reasonably incurred and of which the Customer was informed in advance.
- 6.8 In the case of purchase from the Website, the Customer may submit an application for 'purchase by invoice'. In this case, the Customer must complete the contact form in full with the requested personal data and the company data. In this manner, the Customer will be registered as a permanent customer and in future will be able to pay by invoice. Gerco will assess the application as soon as possible. Gerco is free to refuse the application without stating reasons. The Customer may also use an online payment system and for such a system the company data must be completed for shipment and delivery. If the Customer purchases by invoice, Gerco will confirm the order of the Customer by e-mail as soon as the Customer has accepted the invoice on the payment page.

7 Defects and Time Limits for Lodging Complaints

- 7.1 The Customer must check the purchased items as soon as possible upon delivery. The Customer must check whether the delivery is in accordance with the Agreement, which means:
- a. whether the correct Products have been delivered;
 - b. whether the delivered Products are in accordance with the Agreement with regard to quantity;
 - c. whether the delivered Products comply with regard to quality with the agreed quality requirements or, if there are no quality requirements, comply with the requirements that may be set for normal use.
- 7.2 In case visible defects or deficiencies are found, the Customer must report this in writing to Gerco within eight days of delivery.
- 7.3 The Customer must report non-visible defects in writing to Gerco within 8 days of discovery, but no later than within 30 days of delivery.
- 7.4 Complaints submitted to Gerco will be answered within a period of 14 days calculated from the date of receipt. If a complaint requires a foreseeably longer handling period, Gerco will respond within a period of 14 days by means of a notice of receipt and an indication when the Customer can expect a more extensive reply.

7.5 Even if the Customer makes a complaint in time, his obligation to pay and take delivery of orders made still remains. Products can only be returned to Gerco with written permission from Gerco.

7.6 Gerco has a complaints procedure in place and handles complaints in accordance with this procedure. The complaints procedure is available on the Website.

8 Termination of the Agreement

8.1 In the following cases, Gerco has the right to terminate the Agreement, in whole or in part, without any notice of default or judicial intervention being required, by means of a written notice, without prejudice to its other rights, including the right to damages.

- a. if one or more provision/provisions of the Agreement (including these General Terms and Conditions) is/are not, not timely or not properly complied with or have not, not timely or not properly been complied with by the Customer;
- b. if the Customer offers its creditors a composition, applies for its liquidation or (provisional) suspension of payments, or under a statutory provision is placed under receivership, put into administration or is placed under guardianship;
- c. if the Customer is declared insolvent;
- d. if the Customer transfers, winds up or closes (parts of) its company, in whole or in part;
- e. if Gerco has the realistic prospect that the Customer will not be able to fulfil, or will not be able to timely fulfil, its obligations towards Gerco.

8.2 The Customer must inform Gerco immediately as soon as it reasonably suspects, or should suspect, that one of the circumstances referred to in the previous paragraph will occur.

9 Conformity and Guarantee

9.1 Gerco guarantees that the Products comply with the specifications referred to in the Agreement, the reasonable requirements of reliability and/or usefulness.

9.2 Gerco will never provide the Customer with a guarantee on the Products delivered beyond the guarantee Gerco receives from its supplier.

9.3 For Products not purchased by Gerco from suppliers, Gerco guarantees that the items delivered by Gerco are free from defects in material and manufacturing faults, for a period of 6 months after putting into operation/installation. If an item has a defect in its material or a manufacturing fault, the Customer is entitled to repair of the Product.

9.4 Gerco may replace the Product if objections are raised against repair. The Customer is only entitled to replacement if repair of the Product is not possible.

9.5 The Customer must read the user manual and the accompanying product information referred to in article 3 and must use the Product in accordance with these instructions. If the Customer

uses or applies the Product carelessly or incorrectly, the guarantee will be voided and Gerco will therefore not be liable for damage.

- 9.6 If a Product after opening the package is found to not comply with the technical requirements, the Customer must contact Gerco before returning the Product.

10 Retention of Title

- 10.1 The Products delivered by Gerco in the context of the Agreement will remain the property of Gerco until the Customer has properly fulfilled all subsequent obligations arising from the Agreement concluded with Gerco:

- a. the consideration/considerations with respect to the deliveries themselves and considerations for prior or related agreements with Gerco;
- b. any claims based on a breach by the Customer of the Agreement.

- 10.2 Products delivered by Gerco, that fall under the retention of title pursuant to paragraph 1, may not be sold on and may not be used as currency. The Customer does not have the right to pledge the Products or to create any other right to the Products.

- 10.3 If third parties want to assert or establish any right to the Products delivered subject to retention of title, the Customer has the obligation to inform Gerco as soon as reasonably can be expected.

- 10.4 The Customer undertakes, at the first request of Gerco:

- a. to take out insurance for the delivered Products under retention of title and to keep these insured against fire damage, explosion damage and water damage and against theft and ,at the first request of Gerco, to make the policy of this insurance available for inspection by Gerco.
- b. to pledge to Gerco any claims from the Customer against insurance companies relating to the Products delivered under retention of title, in the manner prescribed by Section 3:239 of the Dutch Civil Code;
- c. to pledge to Gerco any claims from the Customer against its buyers when reselling Products delivered by Gerco under retention of title, in the manner prescribed by Section 3:239 of the Dutch Civil Code;
- d. to mark the Products delivered under retention of title as the property of Gerco;
- e. to cooperate in other ways with all measures Gerco wants to take to protect its proprietary rights to the Products and which measures the Customer do not find to interfere unreasonably with the normal course of business of the Customer.

If the Customer fails to fulfil its obligations referred to under a. – e. within seven days of the receipt of a request to this effect, it will incur an immediately payable one-off penalty, payable to Gerco, of €2,500, as well as a penalty of €500 for each day, or part of a day, until the Customer has fully complied with the request.

11 Liability

- 11.1 Gerco's liability for damage incurred by the Customer will be limited to the amount of the payment made by the insurance company.
- 11.2 If the insurance company, for any reason whatsoever, does not proceed to payment or if the damage is not covered by the insurance, Gerco's liability will be limited to the value of the invoice amount actually invoiced and received by Gerco for the Services provided and/or the Products delivered, for Agreements with a longer duration further limited to the invoice amount due over the last six months.
- 11.3 The limitations of the liability included in these conditions do not apply in case of direct damage to persons or property, if the damage can be attributed to wilful misconduct or gross negligence by Gerco's Director/Directors under the Articles of Association.
- 11.4 Gerco will not be liable for loss of profits, consequential damage, trading loss or any other damage than direct damage to persons and property.

PART 2: PROVISION OF SERVICES

In addition to the sale of Products referred to above, Gerco provides services to Customers in the context of projects for which it may also deliver Products.

12 Quotations for Services

- 12.1 The Quotations are without obligation and are valid for a period of 30 days, unless otherwise agreed. Gerco is only bound by the Quotations when accepted by the Customer in writing, within seven days of dispatch of the Quotation by Gerco.
- 12.2 Contract variations may, by agreement, be offset against each other.
- 12.3 The prices referred to in the Quotation are exclusive of turnover tax. The Dutch VAT rate will apply to all Quotations and transactions.
- 12.4 Gerco will not be bound by its Quotation if the Customer could reasonably understand that the Quotation contains a manifest mistake or clerical error.
- 12.5 If the acceptance deviates from the offer included in the Quotation, Gerco will not be bound by the offer. In this case, the Agreement will not be concluded in accordance with said deviating acceptance, unless Gerco states otherwise.
- 12.6 Quotations and offers are indivisible. A compound price quote does not oblige Gerco to carry out any part of the Agreement against a corresponding part of the stated price. Quotations, or the prices stated in the Quotations, do not apply to future orders.

13 Fee and Prices

13.1 The fee will be determined:

- a. on the basis of hours actually worked and the Products delivered, calculated according to the usual hourly rates and charges for Gerco's Products, that apply to the period in which the work is performed, unless another hourly rate has been agreed upon;
- b. on the basis of its then current price lists; or
- c. based on a fixed contract price.

13.2 Before commencement of the performance of the Agreement, a payment of 20% of the total price will be charged. The remainder will be invoiced in instalments to be determined.

13.3 Gerco will invoice the Services provided by Gerco in proportion to the progress. For projects with a duration longer than one month, invoices will be made in any case on a monthly basis.

13.4 If a contract price has been agreed on, Gerco has the right to demand partial payment before the project is completed, to be calculated on the basis of the Services provided at that time.

13.5 Gerco has the right to implement price rises. The price rises are indexed in accordance with the usual standards in economic transactions.

13.6 Unless stated otherwise in the Quotation, all prices are exclusive of VAT and other (government) levies and charges.

14 Performance of the Agreement

14.1 Gerco will perform the Agreement to the best of its abilities and in accordance with the requirements of good workmanship.

14.2 If and in so far as required for a good performance of the Agreement, Gerco has the right, at its own discretion, to have certain work performed by third parties. Section 6:257 of the Dutch Civil Code will apply mutatis mutandis to these third parties, irrespective whether the third party is subordinated to Gerco.

14.3 The Customer ensures that all information Gerco has indicated as being necessary or of which the Customer should reasonably understand that the information is necessary for the performance of the Agreement, is provided to Gerco in time. If the information necessary for the performance of the Agreement is not provided to Gerco in time, Gerco has the right to suspend performance of the Agreement and/or to charge the Customer the extra costs arising as a result of the delay, in accordance with the current rates.

14.4 Gerco is also not liable for damage, of any nature, arisen because Gerco proceeded on incorrect or incomplete information provided by the Customer, unless this incorrect or incomplete information should have been apparent to Gerco.

- 14.5 If it has been agreed that the Agreement will be executed in phases, Gerco may suspend performance of the parts that belong to a subsequent phase until the Customer has approved of the results of the preceding phase in writing. Gerco is hereby authorised to invoice separately the part performed in this manner.

15 Agreement period: duration

- 15.1 The Agreement between Gerco and the Customer will be concluded for an indefinite period of time, unless the nature of the Agreement dictates otherwise or unless the Parties explicitly agree otherwise in writing.
- 15.2 A period agreed for the performance of the Agreement is not a strict deadline, unless otherwise expressly agreed. If the period agreed for the performance of the Agreement is exceeded, the Customer must give Gerco written notice of default and the Customer must allow Gerco a reasonable period to remedy the breach.

16 Amendment to the Agreement

- 16.1 If during performance of the Agreement it becomes evident that for a proper performance it will be necessary to amend or add to the work to be performed, the Parties will agree in a timely manner to amend the Agreement accordingly.
- 16.2 If the Parties agree that the Agreement will be amended or added to this may affect the time of completion of the performance. Gerco will inform the Customer of this as soon as possible.
- 16.3 If the amendment or the addition to the Agreement has financial and/or quality consequences, Gerco will inform the Customer in a timely manner. If a fixed fee has been agreed, Gerco will indicate the extent to which the amendment or addition to the Agreement will lead to exceeding the fee.
- 16.4 By derogation from paragraph 3, Gerco will not charge additional costs if the amendment or addition is the result of circumstances that can be attributed to Gerco.

17 Termination

- 17.1 Either Party may at any time terminate the Agreement in writing. However, termination must be supported by reasons. The Parties must give a notice period of at least two weeks.
- 17.2 In case of early termination, in addition to the costs already incurred, Gerco is entitled to part of the wages to be reasonably determined, taking into account the work already performed and the items already purchased for the performance of the Agreement, the benefits hereof for the Customer and the grounds of termination.

18 Defects; Time Limits for lodging Complaints

- 18.1 Complaints about the Services performed must be reported in writing by the Customer to Gerco within one week of discovery, but no later than 30 days after completion of the relevant Services.
- 18.2 If a complaint is founded, Gerco will perform the Services as agreed unless this in the meantime has become useless for the Customer. In the event of the latter this should be made known by the Customer. If the performance of the agreed Services is no longer possible or useful, Gerco will only be liable within the limits of article 11 below.

19 Pledge

Gerco reserves the right to pledge, or dispose of its claims arising from the Agreement to a third party.

20 Force Majeure

- 20.1 Force majeure is taken to mean all circumstances preventing the performance of the Agreement, which are not attributable to Gerco. This will include (if and in so far as these circumstances render performance impossible or difficult): strikes in other companies than the company of Gerco; wildcat strikes or political strikes in the company of Gerco; a general lack of required raw materials and other goods or services required to achieve the agreed performance; unforeseeable delays and all other failures by suppliers or other third parties Gerco depends on and general transport problems.
- 20.2 Gerco shall also be entitled to appeal to force majeure if the circumstances impeding (further) compliance commence after Gerco should have fulfilled its obligations.
- 20.3 During a force majeure event, the delivery obligation and other obligations of Gerco towards the Customer will be suspended. If the period, in which performance of Gerco's obligations is no longer possible due to force majeure, should be more than one month, both Parties shall have the right to terminate the Agreement without any obligation to pay damages.
- 20.4 If Gerco already in part fulfilled its obligations when the force majeure occurred or is only able to fulfil its obligations in part, Gerco will have the right to separately invoice the part already performed and/or the part that can be performed and the Customer will be held to pay the relevant invoice as if it were a separate agreement, except in the event that the part delivered and/or the deliverable part has no independent value.

21 Unilateral Changes Clause

Gerco has the right to unilaterally amend the General Terms and Conditions. Amendments will take effect after 30 days from the date of dispatch to the Customer and announcement on the Website.

22 Applicable law and dispute resolution

- 22.1 All Agreements and these General Terms and Conditions shall be governed by Dutch law.
- 22.2 Applicability of the United Nations Convention on Contracts for the International Sale of Goods. (The 1980 Vienna Sales Convention) is excluded.
- 22.3 Any dispute arising from the Agreement or the General Terms and Conditions will be submitted to the Rotterdam District Court in the Netherlands.