

GENERAL DELIVERY CONDITIONS OF RIDEPHANTOM B.V.

Ridephantom B.V., Chamber of Commerce number 65859820, having its registered office at Hydrograaf 2, 6921 RS Duiven, the Netherlands.
These General Delivery Conditions have been filed at the Chamber of Commerce.

Clause 1 - Applicability

1. These General Delivery Conditions, hereinafter: "these General Conditions" shall apply to all quotations, offers, deliveries and invoices of Ridephantom B.V., hereinafter: "Ridephantom", to all orders of any third parties, hereinafter: "the Buyer", and to all agreements between Ridephantom and the Buyer, all services provided by Ridephantom, as well as to any requests for that, regardless of whether an agreement has been concluded between Ridephantom and the Buyer or not.
2. Any general or other conditions of the Buyer shall not apply.
3. By accepting these General Conditions the Buyer also agrees with the applicability of these General Conditions to any future agreements between Ridephantom and the Buyer.

Clause 2 - Offers, Conclusion of Agreements

1. All offers and quotations of Ridephantom and all orders of the Buyer, both written and oral, shall be without engagement and shall not bind Ridephantom.
2. All documents and information, including drawings, technical descriptions, data, models, photographs, examples, size or weight specifications, as provided in catalogues, leaflets, brochures, websites, etc., are as accurate as possible, but cannot be regarded as exact representations of what Ridephantom has to offer, and are not strictly binding for Ridephantom.
3. Offers of Ridephantom shall be entirely without engagement and shall be based on the prices and specifications applying at the date of the relevant offers. Offers shall be based on delivery under normal circumstances and during normal working hours.
4. Agreements between the Buyer and Ridephantom shall be concluded if and as soon as Ridephantom has sent a written order confirmation to the Buyer, or, if earlier, if Ridephantom has started executing the order of the Buyer.
5. After acceptance, Ridephantom may revoke the offer within seven days after receipt of the acceptance.
6. Deviations from these General Conditions shall only be binding if this has been agreed between the parties in writing, unless Ridephantom has accepted deviations in another way, this at the sole discretion of Ridephantom. If Ridephantom does not always require strict compliance with these General Conditions, this shall never lead to a forfeiture of rights, nor can the Buyer derive any rights from that.
7. Each agreement that is concluded between Ridephantom and the Buyer is a separate agreement between Ridephantom and the Buyer.

Clause 3 - Prices

1. All prices are excluding VAT, packaging, transportation, shipping and insurance, unless agreed otherwise.
2. Cost price increases that arise after the conclusion of the agreement can be charged through by Ridephantom. If the increase exceeds 10%, the Buyer may cancel the order free of charge within seven days after the notification of the price increase by Ridephantom.
3. Cancellation shall be effected by means of a letter sent to Ridephantom by registered post, or by means of a message sent to the email address of Ridephantom stated in the offer, from which it is unequivocally clear that the order is cancelled for the reason mentioned in the previous paragraph.

Clause 4 - Delivery

1. Delivery shall be made at the place that Ridephantom deems to be the most advisable, taking into account the manner of transportation. The Buyer must accept delivery of the goods there.
2. Unless expressly agreed otherwise, deliveries shall be made "ex works", and transportation shall be for the risk and expense of the Buyer.

3. The goods shall be deemed to have been delivered as soon as they have been received by the Buyer, or as from the moment that Ridephantom has communicated to the Buyer that the goods are at his disposal. As from the abovementioned respective moments, the goods shall entirely be for the risk and account of the Buyer.
4. Ridephantom may make partial deliveries and/or wait until the entire order is ready. A partial delivery will be invoiced separately, and must be paid within the applicable payment period.

Clause 5 - Delivery Periods

1. Delivery periods and times shall only be estimates and shall start at the moment that Ridephantom has accepted the order.
2. Ridephantom will endeavour to complete (partial) deliveries within the stated delivery times.
3. If a delay occurs because of a change in working conditions after the offer, the delivery time shall be extended by a period that in the relevant circumstances can be qualified as reasonable.
4. If the agreed delivery time has to be extended with more than two months, the Buyer shall have the right to cancel the agreement, without being entitled to any damages.
5. Cancellation shall be effected by means of a letter sent to Ridephantom by registered post, or by means of a message sent to the email address of Ridephantom stated in the offer, from which it is unequivocally clear that the order is cancelled for the reason mentioned in the previous paragraph.

Clause 5 - Force Majeure

1. If Ridephantom by force majeure of a permanent or temporary nature is prevented to perform the agreement, Ridephantom may terminate the agreement on its part or suspend the execution thereof, without this creating any obligation to pay damages to the Buyer.
2. If the suspension has continued for a period of six months, the agreement will yet be terminated.
3. Force majeure exists if due to any circumstance it cannot reasonably be demanded from Ridephantom (anymore) that Ridephantom will (continue to) perform its obligations (any further), also if that circumstance was foreseeable at the time of the conclusion of the agreement.
4. Force majeure shall in any case exist in the event of riots, war or threat of war, natural disasters, transport problems, import, export or transit bans, strikes by staff of Ridephantom or staff of suppliers of Ridephantom, as well as if a supplier of Ridephantom does not perform properly, in time or at all.
5. The Buyer shall in all cases be held to pay the agreed price to Ridephantom for goods that have already been delivered.

Clause 7 - Payment

1. The normal payment term is fourteen days from the invoice date.
2. Payment shall be made to the bank account specified by Ridephantom.
3. Set-off by the Buyer of any claim against Ridephantom is expressly not permitted.
4. Ridephantom shall at all times have the right to demand payment in cash before or on delivery of the goods, provided that Ridephantom has stated the same at least seven calendar days prior to delivery.
5. In case of late payment, the Buyer shall be in default and the Buyer shall be due 5% interest per month on the outstanding amount, where each part of a month will be counted as a full month. No prior payment reminder and/or notification of default shall be required.
6. In case of default, Ridephantom can either demand performance or dissolve the agreement and cancel the unexecuted part of the agreement, this without prejudice to its entitlement to damages.
7. All (extra) judicial (collection) costs relating to attempts to obtain full payment shall in full be for the account of the Buyer. The extrajudicial collection costs shall be 15% of the outstanding principal amount with a minimum of € 1,000.00.
8. Ridephantom may at all times demand additional security to ensure payment of the outstanding claim.

9. Ridephantom shall determine which amounts due by the Buyer will be paid by payments made by the Buyer. In principle, payments will first used to pay accrued interest and costs, if and in so far as this is necessary.

Clause 8 – Reservation of Ownership

1. The goods delivered by Ridephantom shall until the date of full payment (including any interest and/or costs) remain the property of Ridephantom
2. In case of default or a well-founded fear thereof, Ridephantom may (let others) take back the goods of which the ownership has been reserved. The Buyer shall be held to provide full cooperation to that, on pain of forfeiture of a fine of 25% of the amount due for each day that the Buyer does not provide full cooperation.
3. As long as the goods under the provisions of the preceding paragraphs still are owned by Ridephantom, the Buyer shall be held to insure the goods sufficiently and for his own account against fire, theft, third party claims and deductibles. The Buyer shall as the occasion arises be held to transfer his rights under the abovementioned insurance to Ridephantom. The Buyer shall at the first request provide to Ridephantom all relevant information regarding the relevant insurance company and the policy conditions.
4. The Buyer shall be held to inform Ridephantom in writing if third parties wish to establish or enforce any rights on the goods delivered under reservation of ownership.
5. In the event of resale by the Buyer of any goods that have not been paid in full or at all (yet), the Buyer herewith already now for then transfers the claims arising from that resale against his buyer (the second buyer) to Ridephantom, which transfer will as then be qualified as a (partial) payment. The Buyer shall be held at the first request to provide to Ridephantom all relevant information, so that Ridephantom can directly recover the amount due from the second buyer. That which has been paid by the second buyer to Ridephantom shall be deducted from the total amount due by the Buyer to Ridephantom. The Buyer shall also be held in case of resale to stipulate the same reservation of ownership as included in the present Clause.
6. The Buyer shall not be authorized to pledge the goods or to establish any other rights thereon.

Clause 9 - Complaints/Warranty

1. Complaints of the Buyer shall mean serious grievances of the Buyer regarding the delivered goods and/or services. Complaints shall not include minor deviations in quality, quantity and other deviations that are considered acceptable in the branch of industry.
2. Complaints will have to be submitted in writing at the latest within eight days after the date of the relevant invoice sent by Ridephantom, failing which the Buyer has forfeited his right to submit a complaint. In the event of a hidden defect, the complaint must be submitted within eight days after the moment of discovery, or within eight days after the moment that the defect could/should reasonably have been discovered. The Buyer will in that case have to prove that there is a hidden defect and that this could not have been discovered within eight days after receipt. Complaints submitted later than one year after the invoice date will in no event be considered.
3. If the complaint is justified, Ridephantom will at its own discretion either repair or replace the delivered goods. Furthermore, Ridephantom reserves the right to take back the goods and to refrain from further delivery against repayment of the purchase price, or to demand that the Buyer will keep the goods at a reduced price.
4. Any further entitlement to damages is excluded. Ridephantom shall have no further liability towards the Buyer than the liability under the warranty provided in paragraph 3. Ridephantom shall not be liable for any damage that either directly or indirectly results from any use of the goods delivered by Ridephantom, unless caused by intent or gross negligence on the part of Ridephantom, save for any provisions of mandatory law concerning (product) liability.
5. Complaints shall constitute no ground for dissolution of the agreement and/or suspension of the payment obligation.

Clause 10 - Liability

1. Ridephantom shall never be liable for any costs, damages and/or interests that may arise for the Buyer or third parties as a direct or indirect result of acts or omissions of Ridephantom, of

persons employed by Ridephantom or of third parties engaged by Ridephantom, or by goods whether or not under supervision of Ridephantom or goods delivered by Ridephantom, also in case of fault. Any claim regarding consequential loss and/or loss of profits is excluded. In any event, Ridephantom shall not be liable for any damage created or caused by wrong use of the delivered goods or the unsuitability thereof for the purpose for which the Buyer has bought them.

3. The Buyer shall indemnify Ridephantom against any liability towards third parties directly or indirectly arising from the presence and/or use of the goods delivered and/or services provided by Ridephantom. The liability of Ridephantom under an agreement shall in all cases be limited to at most the amount involved in the execution of the entire agreement, stated as such in the relevant agreement.
4. Unless expressly agreed otherwise or expressly provided otherwise in these General Conditions, any claim against Ridephantom shall expire by the lapse of one (1) year as from the date of delivery, or of 1 (one) year as from the moment that delivery should have taken place.

Clause 11 - Intellectual Property Rights

1. All industrial and intellectual property rights regarding the goods produced, sold and delivered by Ridephantom shall remain the property of Ridephantom and shall exclusively accrue to Ridephantom. Such rights include, without limitation, patent rights, trademark rights, copyrights, model rights, know-how, trade name rights, database rights and exclusive licensing rights. The delivery of goods from Ridephantom cannot be qualified or interpreted as an express or implied license to use, publish, reproduce or exploit any intellectual and industrial property rights therein, or to release any intellectual and industrial property rights therein to third parties, unless the prior written permission from Ridephantom to do so has been obtained.
2. All drawings, documents, technical data, manuals, pieces of advice and/or other information that are or may be the subject of any industrial or intellectual property rights or any other rights that are comparable with such rights, as well as the industrial and intellectual property rights relating to the products, shall remain the property of Ridephantom, and will at the first request be returned to Ridephantom.
3. The Buyer will inform Ridephantom immediately if he discovers that a third party infringes any industrial or intellectual property right of Ridephantom, or if a third party makes any claim against the Buyer in connection with the intellectual and industrial property rights of Ridephantom. If Ridephantom requires the same, the Buyer shall provide all reasonable cooperation that may lead to the earliest possible termination of the infringing acts or the dispute.

Clause 12 - Dissolution

1. The agreement shall be dissolved immediately without judicial intervention and without Ridephantom being due any compensation, at the moment that the Buyer is declared bankrupt, a petition for a provisional suspension of payments is submitted, an attachment is levied on his assets and that attachment is not lifted within fourteen days thereafter, or the Buyer is placed under receivership or otherwise loses the power to dispose of his assets or parts thereof.
2. The Buyer shall be liable for any damage (including loss of profits) suffered by Ridephantom as a result of the dissolution of the agreement.

Clause 13 - Governing Law

1. All agreements between Ridephantom and the Buyer shall be governed by Dutch law.
2. The applicability of the Vienna Sales Convention (CISG) is herewith expressly excluded.

Clause 14 - Interpretation

1. Nullity of any provision in these General Conditions shall not prejudice the validity of the other provisions.

2. These General Conditions have originally been drawn up in the Dutch language, and have subsequently been translated into other languages. In case of any differences in text and/or interpretation between the various versions, the original Dutch version of these General Conditions shall at all times be decisive and binding.
3. The titles and chapters in these General Conditions are exclusively intended to facilitate easier reading, and cannot influence the content and meaning of the provisions of these General Conditions.
4. In these General Conditions the term "in writing" shall also mean "by e-mail", unless stated otherwise herein.

Clause 15 - Disputes

1. All disputes regarding the conclusion, execution and/or termination of the agreement or otherwise in connection with the agreement shall exclusively be submitted for settlement to the competent court in Arnhem (the Netherlands).