General Terms and Conditions of Sale and Delivery

Pliers Peak Engineering BV, trading under AutoFotostudio.com and/or THIN MOTION

These general terms and conditions of sale and delivery apply to all deliveries by Pliers Peak Engineering BV, trading under the trade name AutoFotostudio.com and/or THIN MOTION, hereinafter referred to as Pliers Peak Engineering BV, to commercial clients.

Article 1 Definitions

In these General Terms and Conditions, the following terms have the following meaning: **General Terms and Conditions:** these general terms and conditions of sale and delivery used by Pliers Peak Engineering BV and applicable between the parties, as also found on the website of Pliers Peak Engineering BV. **Pliers Peak Engineering BV:** Pliers Peak Engineering BV, located at (7903 AN) Hoogeveen at Edisonstraat 16, registered in the trade register under Chamber of Commerce number 93699336.

Client: the person acting in the exercise of a profession or business who purchases goods from Pliers Peak Engineering BV and/or for whom Pliers Peak Engineering BV installs goods and/or performs repairs or maintenance on goods.

Article 2 Applicability

1. These General Terms and Conditions apply to orders to and to all offers, quotations, agreements, deliveries or other services to which Pliers Peak Engineering BV is a party, unless expressly agreed otherwise in writing.

2. The Client is deemed to accept the applicability of these General Terms and Conditions also with regard to subsequent deliveries and agreements between the Parties.

3. Deviations from these General Terms and Conditions can only be agreed in writing and expressly. By written is meant by letter or by email (electronic).

4. The applicability of any general terms and conditions of the Client or third parties is expressly excluded.

5. Pliers Peak Engineering BV is entitled to change or supplement these General Terms and Conditions. Pliers Peak Engineering BV has the right to send a change to the General Terms and Conditions electronically to the Client or to inform them electronically with reference to the changed General Terms and Conditions.

Article 3 Offers and Quotations

1. All prices published by Pliers Peak Engineering BV or offers and quotations made are without obligation. Pliers Peak Engineering BV is not obliged to deliver or accept the order.

2. The prices published by Pliers Peak Engineering BV or part of offers made and agreements concluded are in Euros, ex warehouse, excluding VAT and other government levies as well as shipping and any transport, packaging and assembly costs, unless expressly stated otherwise.

3. Pliers Peak Engineering BV cannot be held to published prices or an offer made if the Client can reasonably understand that this, or a part thereof, contains an obvious error or description.

4. Prices, offers or quotations do not automatically apply to future orders.

Article 4 Agreement

1. Orders/assignments are only binding on Pliers Peak Engineering BV if confirmed by it in writing. An (oral) agreement and/or commitment by (the staff of) Pliers Peak Engineering BV, its representatives or an intermediary does not bind it.

2. Pliers Peak Engineering BV is entitled, upon or after entering into the agreement, before (further) performance, to have the creditworthiness of the Client checked and to require an advance payment from the Client or to require security that both the payment obligations and the other obligations will be met.

3. Information provided by or on behalf of Pliers Peak Engineering BV about properties, dimensions, weights and applications as well as provided drawings, illustrations, etc. are only for illustration purposes and are not binding.

4. Pliers Peak Engineering BV has the right to involve third parties in the execution of (parts of) the agreement, for which the Client automatically grants permission by acceptance.

5. Cancellation of the agreement by the Client has no legal effect other than if confirmed in writing by Pliers Peak Engineering BV.

Article 5 Fees, Price and Costs

1. Only the price stated in the agreement applies. If no express prices have been agreed, the standard prices used by Pliers Peak Engineering BV apply.

2. If Pliers Peak Engineering BV has agreed a fixed sale price with the Client, Pliers Peak Engineering BV is nevertheless entitled to increase the price. Pliers Peak Engineering BV may, among other things, pass on price increases if significant price changes have occurred between the time of the offer and the execution of the agreement with regard to, for example, exchange rates, wages, raw materials, semi-finished products and packaging material.

Article 6 Payment

1. Unless agreed otherwise in writing, payment must be made upon order unless expressly stated otherwise. If an authorization for payment has been issued by the Client, the Client guarantees that payment can be made automatically at any time on the basis thereof. In all other cases, a payment term of 7 days after invoice date applies. Payment takes place when the bank or giro account of Pliers Peak Engineering BV is credited.

2. The Client has no right to set off or suspend any amounts owed to Pliers Peak Engineering BV.

3. If the Client is in default of payment within the payment term set by Pliers Peak Engineering BV or if a payment under an authorization given is refused by their bank, the Client is in default by operation of law. The Client then owes the applicable statutory (commercial) interest as referred to in art. 6:119a Book 6 Civil Code + 2% from the moment the Client is in default until the moment of full satisfaction.

4. In the event of late payment as referred to in paragraph 3, or non-compliance with one of the other obligations, the Client furthermore owes the extrajudicial collection costs caused by non-payment or non-compliance, being 15% of the invoice amount due with a minimum of € 300.00.

Article 7 Delivery

1. Delivery takes place ex warehouse of Pliers Peak Engineering BV, unless expressly agreed otherwise in writing.

2. The Client is obliged to take delivery of the goods at the time that Pliers Peak Engineering BV delivers them to them or has them delivered, or they are made available to them according to the agreement. If the Client refuses to take delivery or is negligent in providing

information or instructions necessary for delivery, Pliers Peak Engineering BV is entitled to store the goods for the account and risk of the Client, without prejudice to the right of Pliers Peak Engineering BV to maintain the right to (additional) compensation.

3. If the goods are delivered, Pliers Peak Engineering BV is entitled to charge any delivery costs. These will be invoiced separately in that case.

4. The delivery period starts as soon as and after Pliers Peak Engineering BV has accepted the order. If Pliers Peak Engineering BV needs data from the Client in the context of executing the agreement, the delivery time starts after the Client has made these available to Pliers Peak Engineering BV.

5. If Pliers Peak Engineering BV has specified a period for delivery, this is indicative. In case of exceeding a period, the Client must put Pliers Peak Engineering BV in default in writing and give Pliers Peak Engineering BV a reasonable period for performance.

6. Pliers Peak Engineering BV is entitled to deliver the goods in parts, unless expressly agreed otherwise in writing. Pliers Peak Engineering BV is entitled to invoice the delivered goods separately.

7. If it has been agreed that the Agreement will be executed in phases, Pliers Peak Engineering BV may suspend the execution of those parts that belong to a subsequent phase until the Client has approved the completion of the preceding phase in writing.

8. As soon as Pliers Peak Engineering BV becomes aware of facts and/or circumstances on their side that make realization of the delivery on or within the specified period impossible, Pliers Peak Engineering BV will inform the Client thereof as soon as possible, stating the new period.

9. If the prevention of performance continues even after the new period specified by Pliers Peak Engineering BV, the Client has the right to put Pliers Peak Engineering BV in default and set a final deadline, after the expiry of which, if non-performance continues, the Client has the right to dissolve the agreement immediately, without Pliers Peak Engineering BV being liable for any compensation, unless there is intent or willful recklessness on the part of Pliers Peak Engineering BV.

Article 8 Inspection and Complaints

1. The Client is obliged to have the delivered goods inspected at the time of (de)livery, but in any case within the shortest possible period thereafter. In doing so, the Client should investigate whether the quality and quantity of the delivered goods correspond to what has been agreed, or at least meet the requirements that apply to them in normal (commercial) traffic. Minor deviations in colors and dimensions that are considered acceptable in trade or are technically unavoidable do not give grounds for complaint.

2. Any visible defects or shortages must be reported in writing to Pliers Peak Engineering BV within 24 hours after delivery. Non-visible defects or shortages must be reported immediately after discovery but no later than two weeks after delivery, upon exceeding which period any claim against Pliers Peak Engineering BV in relation thereto lapses.

3. In the absence of timely complaints as referred to in paragraph 2, the delivered goods are deemed to have been received by the Client in good and clean condition, and all defects and damages found after termination of the agreement are deemed to have been caused by the Client, and repair costs and other costs will be charged to the Client.

Article 9 Warranties and Liability

1. The delivered goods meet the normal requirements of usability, reliability and durability. Unless agreed otherwise in writing, the Client is entitled to one year warranty on the

delivered goods. This warranty period starts on the day of complete delivery. In case of partial deliveries, this warranty period starts on the day of partial delivery.

2. The warranty referred to in paragraph 1 lapses if, among other things, one or more of the following grounds are present:

a. unskillful and/or improper use and/or treatment of the goods, which is also understood to mean use and/or treatment of the goods contrary to the Terms of Use and Warranty;

b. unskillful assembly and/or installation work;

c. the delivered goods have been stored, transported, processed or otherwise (by third parties) treated contrary to the aforementioned regulations;

d. third parties acting on behalf of the client have performed unskillful work and for which the client is liable under the law;

e. the performance of work is done by third parties who do not act on behalf of the contractor; This enumeration is not exhaustive.

3. Returns without prior approval from Pliers Peak Engineering BV will be refused. If Pliers Peak Engineering BV has given permission, the return must be made carriage paid. Non-carriage paid shipments will be refused. Goods that have been checked by Pliers Peak Engineering BV at the request of the Client and have been found to be in order by Pliers Peak Engineering BV will be charged with the costs actually incurred by Pliers Peak Engineering BV for inspection and transport with a minimum of 10% of the original net invoice amount with respect to the goods returned to Pliers Peak Engineering BV.

4. If Pliers Peak Engineering BV is liable for the defect or shortcoming or has acknowledged it, Pliers Peak Engineering BV has the right, at its option, to have the goods repaired or to deliver new goods in exchange for the delivered goods. Costs of assembly and disassembly are for the account of the Client.

5. If Pliers Peak Engineering BV provides a warranty, the warranty serves as the only complete compensation. In all other cases, the liability of Pliers Peak Engineering BV will always be limited to the direct damage suffered by the Client as a result thereof. Direct damage is exclusively understood to mean:

a. property damage as a result of shortcomings attributable to Pliers Peak Engineering BV in or in the goods sold and delivered by it, including shortcomings in the quality of the delivered goods;

b. reasonable costs that the Client must incur to make the performance comply with the Agreement. However, this replacement damage is not compensated if the Agreement is dissolved by or at the request of the Client;

c. reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these General Terms and Conditions;

d. reasonable costs incurred to prevent or limit damage, insofar as the other party proves that these costs have led to limitation of direct damage within the meaning of these General Terms and Conditions.

6. Any other claim for compensation as referred to in paragraph 5 is excluded, unless the damage is the case of intent or willful recklessness on the part of Pliers Peak Engineering BV. The Client thus explicitly indemnifies Pliers Peak Engineering BV and its employees against any claim by third parties.

7. The liability of Pliers Peak Engineering BV for direct damage will, however, always be limited to the amount actually paid out to Pliers Peak Engineering BV by the insurer(s) of Pliers Peak Engineering BV in that context. If the insurer does not proceed to payment for any reason, the liability of Pliers Peak Engineering BV is limited to the invoice amount concerned.

8. If subordinates and/or third parties are engaged by Pliers Peak Engineering BV in the execution of an agreement, these subordinates and/or third parties can also invoke the provisions of this article vis-à-vis the Client, as if they were themselves a party to this agreement.

9. Any claim by the Client against Pliers Peak Engineering BV becomes time-barred after 1 year after its creation.

Article 10 Retention of Title

1. All goods delivered by Pliers Peak Engineering BV remain the property of Pliers Peak Engineering BV until the Client has fulfilled all obligations from all agreements concluded with Pliers Peak Engineering BV. These goods may only be resold in the context of normal business operations. If there is also a default of the Client pursuant to Article 6, the goods remain property until all (additional) costs have been paid.

2. As long as the ownership pursuant to paragraph 1 has not yet passed to the Client, the Client may not pledge the goods or grant any other right thereto to third parties, except within the normal exercise of their business. The Client undertakes to cooperate at the first request of Pliers Peak Engineering BV in establishing a pledge on the claims that the Client acquires or will acquire from their customers as a result of onward delivery of goods.

3. If third parties seize the goods delivered under retention of title or wish to establish or assert rights thereto, the Client is obliged to inform Pliers Peak Engineering BV thereof as soon as reasonably possible.

4. If Pliers Peak Engineering BV wishes to exercise the aforementioned property rights, the Client now gives unconditional and irrevocable consent to Pliers Peak Engineering BV or third parties to be designated by it to enter all places where the properties of Pliers Peak Engineering BV are located and to reclaim those goods. The costs in connection with this reclamation are entirely at the expense of the Client. After return, the Client will be credited for the market value, which will in no case be higher than the originally agreed price reduced by the costs in connection with that return as well as damage suffered by Pliers Peak Engineering BV.

Article 11 Suspension and Dissolution

1. If the Client does not, not properly or not timely fulfill any obligation arising for them from this or any other agreement concluded with Pliers Peak Engineering BV, as well as in the event of bankruptcy, suspension of payment, liquidation or transfer of the Client's business, the Client is in default by operation of law and Pliers Peak Engineering BV has the right, without notice of default and without judicial intervention, to suspend the execution of the Agreement or to dissolve it in whole or in part, without Pliers Peak Engineering BV being liable for any compensation or guarantee, but without prejudice to the rights accruing to Pliers Peak Engineering BV.

2. Furthermore, Pliers Peak Engineering BV is entitled to dissolve the agreement if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if circumstances otherwise arise that are of such a nature that unaltered maintenance of the Agreement cannot reasonably be expected.

3. If the Agreement is dissolved, the claims of Pliers Peak Engineering BV against the Client are immediately due. If Pliers Peak Engineering BV suspends the fulfillment of obligations, it retains its claims under the law and agreement.

4. Pliers Peak Engineering BV always retains the right to claim additional compensation.

Article 12 Intellectual Property Rights and Personal Data

1. Pliers Peak Engineering BV retains full ownership of all information and all intellectual and industrial property rights with regard to all offers made by it and materials provided and goods delivered. Nothing thereof may be reproduced or made public without the express prior written consent of Pliers Peak Engineering BV.

2. Each Party will always act in line with any legal obligations in the context of collecting, sharing, processing and deleting personal data in the context of the agreement.

3. If personal data are made available to Pliers Peak Engineering BV by the Client, they consent to the intended storage and use thereof by Pliers Peak Engineering BV in accordance with the use of this personal data for the delivery of the goods and/or services under the agreement and/or the provision of the personal data to third parties insofar as required in that context.

4. The Client guarantees to Pliers Peak Engineering BV that they have obtained all necessary express consents from the persons concerned with regard to any personal data made available in the context of the agreement. At the request of the Client, Pliers Peak Engineering BV will delete the personal data requested by them from its servers or otherwise, unless it has a legal retention obligation. In that case, Pliers Peak Engineering BV will provide for deletion after the legal retention period.

Article 13 Applicable Law and Choice of Forum

1. Dutch law applies to every Agreement. The applicability of the Vienna Sales Convention (CISG) is excluded.

2. The court in the place of establishment of Pliers Peak Engineering BV is exclusively competent to take cognizance of disputes relating to, or connected with, or arising from the agreements concluded with Pliers Peak Engineering BV, unless Pliers Peak Engineering BV prefers to submit the dispute to another relatively competent court.

Article 14 Location and Amendment of Terms

These terms are digitally deposited with the Chamber of Commerce. The last deposited version applies at all times, or the version as it applied at the time of the establishment of the legal relationship with Pliers Peak Engineering BV. The Dutch text of the general terms and conditions is always decisive for the interpretation thereof. Typographical and printing errors are reserved.

The Dutch general terms and conditions are always leading. Spelling, typographical and printing errors reserved.