



SALES AND GENERAL TERMS OF MAQ SUN PROTECTION SOLUTIONS

1) GENERAL

Unless otherwise agreed in writing, these general terms shall apply to all quotations made by MAQ Sun Protection Solutions, every agreement concluded between MAQ Sun Protection Solutions and the customer and all invoices by MAQ Sun Protection Solutions, irrespective of whether the customer's domicile or registered office is abroad and or whether delivery is to be made abroad. The customer's general terms of purchase shall be applicable only if they are accepted by MAQ Sun Protection Solutions in writing. In the event of a conflict between the terms of purchase thus accepted and MAQ Sun Protection Solutions current terms, the latter shall always prevail.

2) QUOTATIONS

Unless explicitly stated differently, quotations shall remain valid for 60 days from the date they were drawn up. Should particular costs increase the prices quoted, beyond MAQ Sun Protection Solutions control, such as an increase in taxes or duties on the products to be supplied, increases in freight rates, increases in the prices of the basic products or raw materials, increases in wages as a result of statutory provision or national or industry collective wage agreements, currency fluctuations, etc., MAQ Sun Protection Solutions shall be entitled, through simple notification, to make a proportionate price increase. A variation from the quotation shall also be possible should particular facts, provided by the customer, and necessary for the determination of the price not appear to match reality.

3) MAQ SUN PROTECTION SOLUTIONS COMMITMENTS

Any undertakings into which MAQ Sun Protection Solutions has entered shall be binding only upon written confirmation on its part.

4) CANCELLATION OF ORDERS

In the event of cancellation by the client within 24 hours of his order, confirmed by MAQ based on the date of confirmation by MAQ, a sum equal to 25 % of the agreed price shall be due, as a contractual, fixed compensation, with the right of MAQ Sun Protection Solutions to prove greater damage, if this is the case. Due to the fact that the goods are always custom-made and therefore are only valuable when used on the location wherefore they are constructed, after 24 hours the fixed compensation will be at least the agreed price with the right of MAQ Sun Protection Solutions to prove greater damage, if this is the case.

5) CONTRACTUAL RELATIONSHIP

All agreements between MAQ Sun Protection Solutions and the customer shall be part of an overall contractual relationship. Should the customer not meet his obligations arising under a particular agreement, MAQ Sun Protection Solutions may suspend further performance of both the agreement in question and all other current agreements.

6) PRICES

- a) Unless otherwise agreed in writing, prices shall include all drawings specifically needed for the goods bought from MAQ Sun Protection Solutions.
- b) Unless otherwise agreed in writing, neither assembly nor installation of the goods nor fastening materials shall be included in the price.

- c) Should particular costs have an influence on the agreed price through circumstances beyond MAQ Sun Protection Solutions control, such as an increase in taxes or duties on the products to be supplied, increases in freight rates,

increases in the prices of the basic products or raw materials, increases in wages as a result of statutory provision or national or industry collective wage agreements, currency fluctuations, etc., MAQ Sun Protection Solutions shall be entitled, through simple notification, to make a proportionate price increase.

7) DELIVERY

- a) Unless otherwise agreed in writing, all agreements with the customer concluded by MAQ Sun Protection Solutions shall apply 'ex works'. As a result, MAQ Sun Protection Solutions shall have met its duty to deliver from the moment it has put the goods at the disposal of the customer on its premises. The customer can always have himself represented.

If, for any reason, the goods are not collected/accepted by the customer on the delivery date, the merchandise shall remain on MAQ Sun Protection Solutions premises on the customer's account and at his risk including the risk of fire.

Unless otherwise agreed in writing, the customer shall bear all costs related to the transport of the goods from MAQ Sun Protection Solutions premises to the desired destination even where carriage paid delivery is agreed.

- b) Agreed delivery times are indicative, unless otherwise agreed in writing. Delivery terms shall be respected as much as possible. Overrunning the delivery term cannot entail any liability on the part of MAQ Sun Protection Solutions neither can it lead to annulling the agreement.
- c) The customer shall be bound to check the goods as for good condition and number before taking possession of them and making the necessary, written and specified objections if any to the carrier, who shall be solely liable. Goods shall be returned at the expense and risk of the customer.
- d) Changes to the order - if accepted by MAQ Sun Protection Solutions - automatically mean that the delivery date previously set will be postponed. The period of late advance payments shall automatically be added to the delivery date.

8) COLOR DIFFERENCES

Some small differences may occur between the colors of the samples included in the catalogues (f.e. fabrics) and the actual delivered goods for both indoor and outdoor sun screens. Minor color differences may also occur between different powder (coating shops) in the enameling process of the profiles according to RAL number. Such discrepancies shall under no circumstances entitle the customer to terminate the agreement, nor to refuse payment and/or acceptance of the delivery, or to claim any damages or compensation.

9) FORCE MAJEURE

MAQ Sun Protection Solutions cannot be held liable in case non-compliance with its commitments is caused by acts of force majeure such as war, riot, partial or general strike, partial or general lockout, infectious disease, industrial accident, fire, breakage of machinery, insolvency of suppliers, shortage of raw materials, etc. Force majeure shall in no event entitle the customer to annul the agreement or to claim damages.

10) REFUSAL OF GOODS/DEFAULT BY THE CUSTOMER

If the customer refuses delivery of the goods purchased or does not meet his obligations towards MAQ Sun Protection Solutions, MAQ Sun Protection Solutions



may opt for breaking up the entire agreement or a part there of subject to damages or else for enforced execution of the order. It shall be sufficient for MAQ Sun Protection Solutions to make its will known explicitly. Any termination of the contract, will be judicial and without any prior notice of default or judicial intervention, if notified by registered letter. The customer shall thereby be bound towards MAQ Sun Protection Solutions to compensate all damages incurred

including loss of profit, administrative costs, transport costs, storage costs, etc. Furthermore, MAQ Sun Protection Solutions shall be entitled to defer further execution of both the agreement concerned and other current agreements as a whole or in part.

11) DEFECTS

- a) Upon delivery the customer shall check whether the goods delivered show visible damage or defects. Visible damage or defects must be reported by the customer, in a clear and specific way, to the forwarder through remarks on the packing list, and to MAQ by means of a registered letter or a fax within 48 hours after delivery. Late complaints will not be accepted.
- b) A complaint concerning hidden defects must be made by registered letter not later than one month after delivery. Late complaints will not be accepted.
- c) In the event of an acceptable and justified complaint regarding defects in the goods, MAQ Sun Protection Solutions shall replace or repair the goods delivered. MAQ Sun Protection Solutions may in no event be held to any other compensation and neither can any other penalty be imposed upon it.

12) ASSEMBLY AND INSTALLATION

Assembly and installation can never fall under the agreement between MAQ Sun Protection Solutions and the customer. The customer must at his own expense provide all support and materials required for assembly and installation. The customer must also set the limits of the screens.

13) MAINTENANCE BY THE CUSTOMER

The customer shall be bound to carry out, on request of the user, an annual inspection and maintenance of the Sun protection system and in particular of the fixation of the Sun protection system, their components (motor, fabric).

14) WARRANTY BY MAQ Sun Protection Solutions

In addition to the statutory warranty rights of the buyer against the seller - and without limiting those rights - MAQ guarantees the buyer of our products:

I. Duration and commencement of the warranty

- a) The warranty period : 60 months (5 years) for screens as long as they are installed by a professional installer and are used under normal operation.
- b) The warranty period begins on the date of delivery of the product. The delivery date is printed on the sales receipt from the dealer.

Warranty work and replacement of components does not extend the warranty period.

II . Warranty Terms

- a) The product must be purchased from an authorized MAQ reseller
- b) Warranty can be claimed provided that the product is paid according to the payment terms.

III. Content and scope of the warranty



- a) In the case of defects due to manufacturing or constructions, MAQ will send you replacement materials free of charge.
 - b) In case of defects due to manufacturing or construction; Transport to and from reseller will occur at the expense of MAQ.
 - c) The warranty does not include any further right to damages against MAQ .
 - d) The warranty is not extended or renewed by repair or replacement of defective parts .
- e) MAQ assumes no liability for secondary damages , including consequential loss , or product liability beyond that which follows from mandatory law.

IV. Limitation of liability

The guarantee excludes failures, damage and discoloration caused by :

- a) Improper setup or installation , for example, by neglecting the safety rules or the instructions in the operating, installation and assembly manual .
- b) Improper use and / or handling.
- c) External influences , such as transport damage, damage due to bumping or hitting , weather damage or other natural phenomena .
- d) Normal wear and tear .
- e) Installation , assembly, modification or repair by an unauthorized technician .
- f) Current and voltage fluctuations that are outside the tolerance range specified by the manufacturer
- g) Non adherence to the service and cleaning instructions.
- h) Slight color deviations from samples and / or color leaflets .
- i) Material depleting effects caused by sun, condensation , acid rain , salt water , harsh detergents or any other condition .

V. Repair in cases of non - coverage warranty

If the claim is not covered by this warranty , all costs incurred in the repair bill will be charged to the dealer. The transport cost to and from dealer are excluded.

VI . data protection

Your personal information will only be used to process your order and for the settlement of warranty claims , in compliance with the data protection law.

15) TAXES

In the absence of a written agreement to the contrary, all taxes shall be borne solely by the customer. A possible change in the amount of taxes can never be ground for breaking up the agreement.

16) ACCEPTANCE OF INVOICE - PAYMENT

Every invoice shall be deemed to have been accepted 8 days from its dispatch unless a written objection is received by registered letter. All invoices shall be payable at MAQ Sun Protection Solutions registered office. Payment by transfer, bill of exchange or any other method from abroad does not change this regulation nor shall it imply any debt novation. In the absence of a written agreement to the contrary, MAQ Sun Protection Solutions invoices shall be payable as follows:

- a) For the Sun protection system:
 - an initial instalment of 30% of the total agreed price must be paid within a period of three days of the customer placing the order.
 - a second instalment of 70% of the total agreed price must be paid prior to the anticipated delivery date.



- b) for all other products: the total agreed price must be paid before delivery. Unless otherwise agreed in writing, payment must be made in Euros, Dollars, RMB. All payment costs must be borne by the customer.
- c) If MAQ Sun Protection Solutions faith in the credit worthiness of the customer is shaken by acts of judicial actions against the customer and/or other provable events that put in question or render impossible faith in the proper fulfillment of the customer's obligations, MAQ Sun Protection Solutions reserves the right to postpone the entire order or part thereof even if the goods have already been dispatched wholly or in part and to demand suitable guarantees of the customer. If the customer refuses to provide these, MAQ Sun Protection Solutions reserves

the right to cancel the entire order or part thereof. All of the above shall apply without prejudice to MAQ Sun Protection Solutions rights to damages and interest. In the event of total or partial non-payment on the due date, unsettled invoices shall be subject, judicially and without prior notice of default, to late payment interest at a rate of 12% per annum and, after notice of default has been given without any result, the outstanding balance shall be increased by 10% of the invoice amount with a minimum of 125 Euro even when a deferred payment has been allowed. Non-payment of an individual invoice on the due date shall render the outstanding balance of all other invoices, due or not, payable immediately by of right.

17) INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

All intellectual and industrial property rights relating to drawings, designs, calculations, etc. executed by MAQ Sun Protection Solutions on the customer's behalf and handed over to the customer shall remain the property of MAQ Sun Protection Solutions and may only be disclosed or used by the customer to execute the present agreement.

18) RIGHT OF OWNERSHIP

Goods supplied to the customer by MAQ Sun Protection Solutions shall remain the property of the latter until all payments due, including interest and costs, have been paid by the customer to MAQ. The client undertakes not to sell, process or assign the goods, subject to the right of ownership, as long as they are not fully paid for. Advance payments remain with MAQ Sun Protection Solutions as a compensation for any possible loss on resale.

19) APPLICABLE LAW AND STIPULATION OF JURISDICTION

Any conflicts between the customer and MAQ Sun Protection Solutions shall be subject to the sole jurisdiction of the competent courts in the judicial district of 'S Hertogenbosch. The relationship between the customer and MAQ Sun protection solutions shall be governed exclusively by Dutch law.

20) INDEPENDENCE OF CLAUSES – DUTCH TEXT

The fact that one or more stipulations of these terms might prove to be invalid, can never influence the applicability of the remaining clauses. In the event of a dispute regarding the interpretation of these terms, the Dutch text shall always prevail.

The Netherlands 3 April 2014