

1. General

These terms and conditions apply to all orders and contracts for the sale of products by Playnetic BV. Other conditions do not apply, unless agreed in writing.

2. Orders

Unless expressly agreed otherwise, any offer of Playnetic BV has a validity of 30 days, as is also indicated in the quote. Orders for customized work placed by purchaser are obligatory and always fully charged, even in case of cancellation. Orders for standard products are at least 50% charged if cancelled.

3. Prices and Payment

All prices are net prices in Euro excluding VAT. The mentioned prices applies to one product. Transport/shipping and installation costs are excluded. Pictures and texts are for illustration, the actual products can deviate from the shown images. Prices and products are subject to change. Payment terms: upfront, unless agreed otherwise.

4. Delivery

Unless agreed otherwise, standard product will be shipped within 25 working days after the date of purchase / receiving payment. Shipping costs will be specified in advance. Parts and small items will be shipped by calculating the actual costs, with a minimum of € 21.50. Shipping to a PO Box is not possible.

The customer must have his own equipment by which the purchased Playnetic product can be unloaded at delivery. If the product cannot be unloaded at delivery, additional costs are at the expense of the customer.

5. Liability

In the event of an attributable failure, Playnetic is still obliged to fulfil its contractual obligations. Playnetic's obligation to compensate damages – regardless of the grounds – is limited to the damage against which Playnetic is covered under an insurance policy taken out by it or on its behalf. However, the scope of this obligation is never greater than the amount paid out under this insurance in the case in question.

If, for whatever reason, Playnetic does not have the right to invoke his insurance, the obligation to

compensate damage is limited to a maximum of 15% of the total contract amount (excluding VAT). If the agreement consists of parts or partial deliveries, this obligation is limited to a maximum of 15% (excluding VAT) of the contract amount for that part or that partial delivery. If it concerns continuing performance contracts, the obligation to compensate damage is limited to a maximum of 15% (excluding VAT) of the contract amount owed over the last twelve months prior to the loss causing event.

The following do not qualify for compensation:

- a. consequential damages. Consequential damages include inter alia business interruption losses, loss of production, loss of profit, penalties, transport costs and travel and subsistence expenses;
- b. damage to property in the care, custody or control of, but not owned by the insured party. Among other things, this damage includes damage caused by or during the performance of the work to goods that are being worked on or to goods that are located in the vicinity of the place where the work is being carried out;
- c. recovery damaged. Recovery damage include damage or costs caused by repair work on floors, (eg wetpour), underground and walls after placing, replacing or repairing a Playnetic product because the product is not freely accessible;
- c. damage as a result of intent or wilful recklessness by Playnetic's auxiliary staff or non-managerial subordinates.

The Client can take out insurance for these damages if possible.

Playnetic is not obliged to compensate damage to material supplied by or on behalf of the Client as a result of improper processing.

The Client indemnifies Playnetic against all third-party claims due to product liability as a result of a defect in a product that has been delivered by the Client to a third party and of which the products or materials supplied by Playnetic are a part. The Client is obliged to reimburse all the damages suffered by Playnetic in this respect, including the (full) costs of the defence.

6. Guarantee

Playnetic offers a 3 years full maker's guarantee on its products after delivery. Provided that the maintenance instructions are demonstrably met.

Exceptions to this are Playnetic products purchased through a stock order. Additional warranty of up to one year can be granted if the product is delivered to the end customer within one year of purchase. A condition for the warranty is that the product is stored in a dry and closed environment.

7. Exclusion of guarantee

No guarantee is given if defects are the result of normal wear and tear, improper use, vandalism, improper or incorrect maintenance, assembly, adaption or post-processing of the original product. No guarantee is given on delivered goods that were not new at the time of delivery or defects that arise on parts or products of the client. No guarantee is given if the instructions in the supplied user manual are not complied with. This also includes the use of a USB other than a Playnetic USB.

8. Warranty and after Sales Service

The distributor is responsible for all after sales service, inspection, maintenance and repair of the product within the territory that is in conformity with the agreements on its customers.

Playnetic will provide spare parts for free within the warranty period of 3 years. Of course not in cases of vandalism or other improper use as mentioned under article 7.

If Playnetic supplies parts free of charge for a complaint, service or repair, then the defective parts (as far as possible) must be returned to Playnetic. This at the expense of the reseller.

For materials or services that are not covered by the warranty, the repair or replacement costs are offered to the reseller in advance and specified afterwards.

The necessary parts are bought from Playnetic, while the terms and condition of article 6 are still valid. Playnetic will keep components of its standard products in stock in order to serve the customers of the distributor as soon as possible.

9. Applicable law and competent court

Dutch law applies.

The Vienna Sales Convention (CISG) does not apply, nor does any other international regulation that may be excluded.

The Dutch civil court with jurisdiction in Playnetic's place of business is authorised to take cognisance of any disputes. Playnetic may deviate from this rule governing jurisdiction and rely on the statutory rules governing jurisdiction instead.

10. Company data Playnetic BV

Company name: Playnetic BV

Street address: Loohorst 3

Zip code: 7207 BL City: Zutphen

Country: The Netherlands

Chamber of Commerce: 08165258

TAX ID: NL818720414B01

Bank: Rabobank

IBAN: NL33RABO0143841440

BIC: RABONL2U