

## GENERAL TERMS AND CONDITIONS

OF

**B2B ROW SALES**

of

**Tacx International B.V.**

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These General Terms and Conditions of Sales of Tacx International B.V., a limited liability company incorporated under Dutch law with its principal place of business at Rijksweg 52, 2241 BW Wassenaar, the Netherlands (“**Tacx International**”) are filed with the Trade Registry of the Dutch Chamber of Commerce under registration number 27133005.

### **1. General and Applicability**

- 1.1 These General Terms and Conditions of Sale (“**Conditions**”) comprise the basis on which Tacx International sells its products (“**Products**”) and shall form an integral part of any contractual relationship between Tacx International and its counterparty as regards the sale or delivery of Products. In these Conditions, any counterparty shall be referred to as “**Buyer**”. Each of Tacx International and Buyer may also be referred to as “**Party**” and together as “**Parties**”. “**Agreement**” means the relevant Confirmation and these Conditions. “**Confirmation**” means the confirmation in writing by Tacx International to Buyer in relation to Buyer’s order. Any order requires the issue of a duly signed Confirmation by Tacx International to Buyer in order to constitute an Agreement binding upon Tacx International .
- 1.2 No other general terms and conditions shall be applicable, supplement or set aside (any part of) these Conditions unless expressly agreed to by Tacx International in writing. Reference by Buyer to any other general terms and conditions is hereby explicitly rejected.
- 1.3 In case of any inconsistency between the English version of these Conditions and a version in any other language, the English version shall prevail.
- 1.4 No right or claim of Buyer may be assigned to an affiliate of Buyer or a third party without prior approval of Tacx International .

### **2. Offers, Confirmation, Agreement and Security**

- 2.1 All offers, including verbal offers or other declarations by Tacx International’s (sales) representatives and/or employees, either as price lists or otherwise (“**Offers**”) are completely free of obligation and do not oblige Tacx International in any way to conclude a contract with Buyer.
- 2.2 No Agreement will be constituted until after the written Confirmation of an order within eight (8) working days after receipt of an order from the Buyer or after Tacx International has commenced to fill the order. The contents of the Confirmation shall be determinative of the contents of the Agreement.

- 2.3 Within eight (8) working days of the date of the order and/or the Confirmation, Buyer shall notify Tacx International in writing of any mistakes in the order form and/or the Confirmation, such as writing, printing or computing errors. Tacx International shall correct such mistakes that it considers justified within a reasonable period of time.
- 2.4 In the Confirmation and/or once an Agreement has been concluded, Tacx International may vary the specifications (such as colours, measurements and similar) within reasonable limits and if justified by commercial or technical reasons. In such cases, Tacx International may also decide not to deliver certain items.
- 2.5 Each order placed by Buyer shall amount to a new offer and result in a new and separate Agreement. However, if a court or arbitration panel should find that Buyer and Tacx International have entered into a continuing performance agreement, Tacx International may at its discretion choose to terminate all or any of a part of the agreement with three (3) months' notice, without any damages or compensation requirement.
- 2.6 These Conditions shall also apply to any Offers and Agreements regarding the delivery of items from stock, if such Offers and/or Agreements were made after the conclusion of a prior agreement in connection to which Buyer was already provided with a copy of these Conditions.
- 2.7 All Agreements are entered into on the assumption that Buyer is sufficiently creditworthy and if Tacx International has any reason to doubt such, Tacx International may require full or partial payment in advance or set other payment conditions for delivery and suspend, delay or cancel any credit delivery or any other performance of its obligations.
- 2.8 Tacx International may require Buyer to provide (any) security (interest) for the performance of Buyer's payment obligations. Even when such is posted Tacx International reserves the right to require additional security for payment from Buyer in the event of a change in Buyer's economic situation. Tacx International may determine the period in which such security is to exist. Failure to provide the requested security in full, in a timely fashion or at all shall constitute an attributable failure to perform (breach of contract) and shall justify Tacx International suspending the performance of any obligation under the Agreement, postponing any delivery or even to terminate the Agreement.
- 2.9 Buyer warrants it has secured all necessary governmental or fiscal authorization or licenses to enable it to remit all payments in the currency defined in the relevant Tacx International invoices. Buyer acknowledges and understands that any devaluation or other change in the currency of the country of Buyer's location or the Market is at the risk of Buyer.
- 2.10 Any electronic communication between Tacx International and Buyer shall be considered to be a "writing" and/or "in writing", irrespective of its status under Dutch law. The electronic communication system used by Tacx International will serve as sole proof for the content and time of delivery and receipt of such electronic communication.

### **3. Delivery**

- 3.1 Delivery terms shall be set out in the Confirmation and be interpreted in accordance with the Incoterms 2010. In case no other delivery term is declared applicable in the Confirmation, delivery of the Products takes place EXW Wassenaar, the Netherlands, unless another place

of destination is set in the Confirmation. In case Buyer wishes to use more places of destination and Tacx International accepts such, Buyer shall bear all additional risk and (delivery) costs. In case of conflict between the Incoterms 2010 and any terms in the Confirmation, the Confirmation shall prevail.

- 3.2 If partial deliveries are made, each such delivery may be charged separately.
- 3.3 Communicated or acknowledged delivery dates are approximate only and shall not, unless explicitly stated otherwise, be considered as final terms. Tacx International shall not be liable, nor in breach of its obligations to Buyer:
  - a. for to any delivery made within a reasonable time before or after the stated delivery date. In the event of late delivery Buyer will give Tacx International written “notice of failure to deliver” and a reasonable time, which will be no less than thirty (30) days, within which Tacx International is allowed to cure the failure to deliver.
  - b. for any delivery failure due to an unforeseen discrepancy between supply and demand for any of the Products. In such an event Tacx International shall, in the interest of maintaining, its distribution network evenly supply the available Products over all channels and all orders placed.
- 3.4 If Buyer fails to accept delivery all costs and expenses, including but not limited to transport, duty and storage, will be at Buyer’s expense. Any requests from Buyer to delay, change or cancel a confirmed order must be received by Tacx International in writing no later than fourteen (14) days before the scheduled delivery date.
- 3.5 Any delay in delivery of any Products shall not relieve Buyer of its obligation to accept delivery thereof. Deviations in quantity of Products delivered from that stated in Tacx International’s Confirmation shall not give Buyer the right to reject the Products. Buyer shall be obligated to pay the purchase consideration specified in Tacx International’s Confirmation for the quantity of Products delivered.

#### **4. Transfer of title**

- 4.1 The right of property in the Products delivered shall remain vested in Tacx International until Buyer has paid in full whatever is due to Tacx International for whatever reason (“**Retention of Title**”). During the period that the right of property is still vested in Tacx International, Buyer shall hold the Products in trust for Tacx International. The risk of loss with respect to all Products purchased by Buyer pursuant to the Agreement and the relevant Conditions pass to Buyer upon delivery of the Products to Buyer or such other entity as designated by Buyer. Buyer shall, at its cost, insure all Products commencing immediately when the risk of loss with respect to such Products has passed to Buyer.
- 4.2 During the period of Retention of Title, the Products may not be pledged, assigned nor may any other similar right be granted to a third party.
- 4.3 If Buyer fails to fulfil its obligations, if in the opinion of Tacx International reasonable grounds exist to suggest that Buyer shall fail to do so, or any of the events referred to under Clause 9 occur, Tacx International shall, without notice of default or court intervention, be entitled to take possession of the Products which are subject to Retention of Title or have them collected from Buyer or from third parties holding them for Buyer. Buyer shall provide any assistance necessary to effect the foregoing, under an immediate due and payable penalty of ten percent

(10%) of the purchase price per occurrence and two percent (2%) per day when such has not been remedied.

- 4.4 In case the Retention of Title regarding the delivered Products cannot or can no longer be effected, as security for proper payment of its obligations, Buyer herewith grants a pledge to Tacx International, which Tacx International accepts, on all the Products owned by Buyer and/or any claims or rights Buyer has towards a third party holding these Products for Buyer.
- 4.5 Notwithstanding the foregoing, Buyer shall be entitled to (re)sell the Products in the normal course of its business, including prior to its payment in full of the purchase price. The risk of loss or damage to the Products shall at all times pass to Buyer on delivery in accordance with the agreed delivery term of Clause 3.1.
- 4.6 Any promotional materials which Tacx International has made available to Buyer to promote its products and/or brands shall remain Tacx International's property and shall immediately be returned at Tacx International's first request. Such promotional materials may not be sold and/or transferred to third parties.

## **5. Purchase Price**

- 5.1 Unless agreed otherwise in writing between Tacx International and Buyer, sales prices are in Euros and do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the Products. Tacx International will add taxes, duties and similar levies to the sales price where Tacx International is required by law to pay or collect them which will thereupon be paid by Buyer.
- 5.2 The price for the Products is based on the cost price for the Products applicable at the time of the Offer. In case of a change in the cost price resulting from an increase in the prices of energy, raw materials or other materials necessary for the manufacture of the Products ordered by Buyer and/or an increase in freight, storage, insurance charges, wages and exchange rates occurring prior to the agreed date of delivery, Tacx International shall have the right to increase the price of the Products ordered accordingly, even if such an increase was foreseeable at the time of concluding the Agreement, by a ninety (90) days written notice to Buyer.
- 5.3 In the event the increase of the cost price for the Products exceeds five percent (5%), Buyer shall have the right to cancel the Agreement within three (3) days after receipt of the prior written notice of each such an increase.
- 5.4 If Tacx International advises on possible retail prices to be used by Buyer, such are only suggestions to Buyer, based on Tacx International's understanding of the market.

## **6. Payment terms**

- 6.1 The purchase price shall be paid, effectively in the currency referred to in the Confirmation, to the bank account of Tacx International in accordance with the payment terms stated on the invoice or otherwise within thirty (30) days after the date of invoice.
- 6.2 If Buyer fails to pay to Tacx International any amount when due, then, without prejudice to any other right:

- a. Tacx International will accrue interest on all late payments, to the extent permitted by applicable law, from the due date until payment in full, at the higher of the following rates: (i) twelve percent (12%) per annum or (ii) the statutory rate as applicable under Dutch law to commercial receivables, and;
  - b. all costs, including judicial, made in order to obtain payment by Buyer of the amount or amounts due, shall be borne solely by Buyer. These costs are fixed at fifteen percent (15%) of the amount due, but with a minimum of EUR fifteen hundred (1,500).
- 6.3 Amounts paid by Buyer shall be credited by Tacx International against the debts receivable by Tacx International from Buyer, including those pursuant to Clause 6.2, in the chronological order of the due dates of the debts, unless specifically indicated otherwise on Buyer's remittance.

## **7. Warranty and Liability**

- 7.1 Tacx International grants that under normal use, the Products, shall, be free from defects in material or workmanship. Tacx International's sole and exclusive obligation, and Buyer's sole and exclusive right, with respect to claims under this warranty shall be limited, at Tacx International's option, to the replacement of a defective or a non-conforming Product or to an appropriate credit for the purchase price thereof.
- 7.2 Buyer may ship Products returned under warranty claims only with Tacx International's prior written consent. Where Products are sent without such prior written consent or where the Products are not found to be defective or non-conforming, Buyer shall pay for the returned Products as well as the freight, testing and handling costs associated therewith. Receipt by Tacx International of any return shipments may not be interpreted as constituting approval or acceptance of such shipments.
- 7.3 If the Products are returned by Buyer, the risk of damage or loss shall remain with Buyer until the Products have been received by Tacx International .
- 7.4 Tacx International shall store any Products returned without justification at Buyer's expense and risk.
- 7.5 Notwithstanding the foregoing, Tacx International shall have no obligations for breach of warranty if the alleged defect or non-conformance is found to have occurred as a result of misuse or improper handling by Buyer. Misuse and improper handling shall include all use that is deemed as such according to industry's best practices.
- 7.6 Tacx International shall not be held liable for any deviations in shape, size and color that are customary in the industry or technically unavoidable.
- 7.7 Buyer may not alter (the notices affixed to) the products and packaging delivered.
- 7.8 Tacx International shall not be liable for damage suffered by third parties in connection with any infringement of their rights, including industrial and intellectual property rights.
- 7.9 With regard to items delivered by Tacx International and originating from third parties, Tacx International shall only be liable towards Buyer to the extent that the third party in question has not limited or excluded its liability towards Tacx International .

- 7.10 Tacx International's liability shall never exceed the net invoice price of the Products concerned. Tacx International shall not be liable for any direct or indirect consequential loss or damage (*gevolg schade*) (including without limitation loss of production, loss of profit) and personal injury (*immateriële schade*).
- 7.11 Buyer herewith indemnifies Tacx International for any claims made against Tacx International by third parties who do business with Buyer directly or indirectly in relation to the purchase by Buyer of the Products under any agreement, arising as a result of the breach by Tacx International of any of its obligations.
- 7.12 Tacx International may settle or set off any liability towards Buyer against any liability Buyer will have towards Tacx International or any other company affiliated with Tacx International as part of the Tacx International group of companies ("**Tacx International Group**"), or alternatively make payment towards the Buyer in settlement of any debt of Buyer towards any other company in the Tacx International Group.
- 7.13 Buyer cannot assign or transfer any right under an agreement with Tacx International or any claim on Tacx International to any third party without Tacx International's prior consent. Tacx International is entitled to assign or transfer any claim it may have on Buyer to any other company in the Tacx International Group.

## **8. Inspection, claims, notification and return of Products**

- 8.1 Upon delivery of the Products or as soon as possible thereafter, Buyer shall inspect the same, by analysis or otherwise, exercising such care as is customary or appropriate under the circumstances.
- 8.2 Any claims concerning the quality or quantity of the Products delivered shall be submitted by Buyer to Tacx International in writing eight (8) days from the date of receipt of the Products.
- 8.3 Any claims concerning defects incapable of being detected by random checks shall be submitted by Buyer to Tacx International in writing eight (8) days from the date of discovery and in any case within three (3) months from the date of receipt of the Products.
- 8.4 Claims regarding the purchase price referred to in the invoice shall be made in writing and must be received by Tacx International within eight (8) days after the invoice date.
- 8.5 Claims must be made by registered mail and provide a statement of reasons.
- 8.6 Buyer will investigate and assess any and all third party claims based on alleged defects in any Products or parts thereof. Buyer will give immediate, written notice to Tacx International of any information of which it becomes aware that indicates (a) any actual or potential danger to end-users arising out of the Products or (b) any actual or potential violation of any applicable law, rule or regulation related to safety of products. Where possible Buyer will consult with Tacx International before taking any action in response to such information.

## 9. Breach and Termination

- 9.1 Without prejudice to any rights or remedies Tacx International may have under the Conditions, the Agreement or by law, Tacx International may, by written notice to Buyer, terminate with immediate effect the Agreement, or any part thereof, without prior written notice of default and without any liability whatsoever, if:
- a. Buyer fails to make payment for the Products when due;
  - b. any proceedings in insolvency, bankruptcy (including reorganization) liquidation or winding up are instituted against Buyer, whether filed or instituted by Buyer, voluntary or involuntary, a trustee or receiver is appointed over Buyer, or any assignment is made for the benefit of creditors of Buyer;
  - c. Buyer violates or breaches any of the provisions of the Conditions and/or the Agreement; or
  - d. Buyer violates or breaches any of the provisions of the conditions and/or the agreement with any other company of the Tacx International Group.
- 9.2 Upon occurrence of any of the aforementioned events, all payments to be made by Buyer under any Agreement shall become immediately due and payable. In addition, Tacx International shall be entitled to claim full compensation for damages, lost profits and/or interest.
- 9.3 If Tacx International terminates any Agreement for breach of any payment obligation or other material obligation, Buyer shall be obliged not only to co-operate in undoing or returning any deliverables already received, but also to pay damages equivalent to fifty percent (50%) of the Confirmation value of the items, without affecting Tacx International 's right to claim full compensation.
- 9.4 All costs of judicial and extra-judicial measures which Tacx International takes against Buyer shall be payable by Buyer.

## 10. Intellectual Property

- 10.1 Buyer acknowledges that the trademarks associated with the Products (the “**Tacx International Trademarks**”) and any and all copyrights or patents, including any applications for any of the foregoing, owned or licensed by Tacx International that are used or embodied in the Products (the “**Tacx International Intellectual Property**”) and any goodwill related thereto shall remain the sole property of Tacx International and all uses thereof by Buyer are on behalf of and inure to the benefit of Tacx International. All current or future intellectual property rights regarding the Products, including but not limited to patent, copyright, trademark or trade secret, remain property of Tacx International .
- 10.2 Tacx International reserves the right to review Buyer’s marketing and sales materials prior to their publication or use. No rights shall inure to Buyer as a result of any such use or reference, and all such rights, including goodwill shall inure to the benefit of and be vested in Tacx International .
- 10.3 Without prejudice to Tacx International ’s rights to claim damages or to apply for any form of injunctive or interim relief, Buyer shall be liable to pay a penalty in the amount of EUR 100,000 per incident, and where the breach is capable of remedy EUR 10,000 per day that the breach

is not remedied for any infringement or other violation of Tacx International Intellectual Property that is attributable to Buyer.

- 10.4 Buyer shall not register, either in its own name or on behalf of Tacx International, the trademarks, trade name or other Tacx International Intellectual Property and will also abstain from using Tacx International or any designation of its products as (part of) its trade name or corporate identity. To the extent the Buyer has obtained or acquired any such rights, it hereby unconditionally and irrevocably authorizes Tacx International to annul such rights or hereby assigns them to Tacx International or its authorized assigns, and agrees to undertake the necessary action to effect such annulment or assignment.
- 10.5 Buyer will hold in confidence proprietary information disclosed by Tacx International that is either marked with a proprietary or confidential legend or is otherwise identified as proprietary or confidential by Tacx International. Buyer will use such proprietary information only for the purposes of this Agreement and will disclose such information to its employees and contractors only on a need-to-know basis. Buyer will maintain adequate procedures, including appropriate agreements with its employees and contractors to protect the confidentiality of the proprietary information. Tacx International reserves all proprietary rights in and to all data pertaining to the products, patents, know-how and techniques arising out of work done wholly or in part by Tacx International or its subcontractors, and any and all products developed as a result of such work.

## **11. Online sales**

- 11.1 Buyer may only offer online those Products which Buyer has in its inventory.
- 11.2 Buyer's website shall make provision for high availability, have adequate bandwidth capability and be free from any persistent technical issues that may impede users from adequately accessing the website.
- 11.3 Buyer will not sell or promote the Products on the internet through a website other than its own branded website that complies with the standards set out in these Conditions and the Agreement. Buyer will not seek to sell actively into the territories or customer groups that have been exclusively allocated by Tacx International to another Buyer or have been reserved for such purpose, inter alia by using territory based banners on third party websites shown in such territories, or by paying a search engine or online advertisement provider to have advertisements displayed specifically to user in such an exclusively allocated territory or to an exclusively allocated customer group.
- 11.4 Buyer's website shall include the Buyer's full company name as used for the purposes of the Agreement and no other name.
- 11.5 Buyer's website shall include a link to Tacx International's websites as notified to it from time to time.
- 11.6 Buyer will ensure that customers do not visit its website through a website carrying the name or logo of a third party.
- 11.7 Buyer shall seek Tacx International's prior approval for any use of the Tacx International Trademarks for the online sale and marketing of the Products.



- 11.8 Buyer shall ensure that its website complies with all legal requirements such as cookies and distance selling (when applicable) and the relevant privacy rules (such as but not limited to the rules stemming from the EU or other competent supranational authorities).
- 11.9 Buyer shall ensure that the Products are shown and described in a professional and accurate manner, with images and representations in full compliance with Tacx International brand procedures, using only images of the Products that have been supplied for that purpose by Tacx International. Buyer shall immediately remove any images at the request of Tacx International. All advertising shall present the Products as quality products and shall use suitable language for this purpose. Any advertising that in Tacx International's reasonable opinion is inappropriate shall be immediately discontinued or (if required) recalled by Buyer.
- 11.10 Buyer shall feature the Products on separate pages from any other products that it sells, but may present the Products with other products solely as a result of a consumer request to compare the Products with other products.
- 11.11 Buyer shall maintain adequate pre- and after sales services and provide for adequate processes to deal with warranty claims and complaints, including a customer helpline telephone number that is available from 9am to 5pm on business days. The helpline will be manned by at least one trained member of staff, who in the reasonable opinion of Tacx International is able to answer technical queries in relation to the Products and deal with sales related issues and returns.
- 11.12 Buyer shall clearly specify additional charges associated with the sale and delivery of the Products including postal charges and credit or debit card charges. These details must be made available before the point of ordering.
- 11.13 Buyer shall not feature any of the Products on its website where it is unable to deliver such items within three (3) days of the order and shall hold sufficient stocks of the Products for these purposes. Buyer shall make it clear if an item featured on its website is not in stock with Buyer.
- 11.14 Buyer shall ensure that payment from customers is via a secure payment method.

## **12. Taxation**

- 12.1 Where any excise duty, energy tax, VAT or other tax ("**Tax**") becomes payable by Tacx International to a third party in relation to the supply, release from a tax warehouse or transport of the Products, Buyer shall pay such Tax to Tacx International in addition to the sales price.
- 12.2 Where possible and solely at Buyer's request, Tacx International will apply an exemption or a low or zero percent Tax rate or a suspension scheme as provided for under the applicable legislation. Buyer will in such case provide Tacx International with all documents (including an annotated copy of the administrative accompanying document) and information reasonably requested by Tacx International in accordance with the applicable legislation. If any (additional) Tax becomes due because Buyer has not timely provided Tacx International with such documents or information, or because of any fraud, loss or misappropriation in relation to the Products, documents or information, Buyer shall indemnify Tacx International against

all liabilities for such Tax which Tacx International reasonably needs to pay to a third party, including any interest, penalties and costs. If Tacx International is subsequently able to obtain a credit or repayment of such Tax from a third party, Tacx International shall reimburse Buyer the amount so credited or repaid less all reasonable costs, penalties and interest incurred by Tacx International. Parties undertake to inform each other of any relevant facts so that remedial action can be taken, and to take into account the interest of the other in any dealings with national fiscal / customs authorities to resolve disputes.

### **13. Force Majeure**

- 13.1 Tacx International shall not be in breach if any obligation suffers from force majeure (“**Force Majeure**”). Force Majeure includes any extraordinary circumstances such as fire, traffic impediment or transport problems, shortage of supplies or raw materials, strikes, illness, mobilization, state of siege, (threat of) (civil) war, disturbances or riots, import or export impediment and any other governmental measure or regulation, as well as any other circumstance that is beyond Tacx International’s control and which would result in Tacx International’s inability to perform in accordance with the Agreement.
- 13.2 In case of Force Majeure or other special non-attributable failures, Tacx International is entitled to either:
- a. suspend the performance of the relevant part(s) of the Agreement for the period such a non-attributable failure continues; or
  - b. terminate the Agreement without any liability whatsoever.
- 13.3 In cases of Force Majeure Buyer may not:
- a. suspend the performance of the relevant part(s) of the Agreement;
  - b. terminate the Agreement; or
  - c. claim any damages.
- 13.4 If a Party to any Agreement is unable to perform any of its obligations under these Conditions and/or any Agreement, it shall notify the other Party in writing as soon as possible.

### **14. Hardship**

If, prior to the date of delivery of the Products, the circumstances that existed at the date of conclusion of the Agreement should change to such an extent as to make it impossible for either Party to be reasonably required to fulfill one or more of its obligations under the Agreement, and if such change could not have been reasonably foreseen by such Party, then Tacx International and Buyer shall jointly investigate, at the request of the injured Party, whether such hardship can be removed in a manner acceptable to the non-injured Party. If no agreement is reached within a reasonable time, the injured Party shall be entitled to terminate the Agreement.

### **15. Compliance audit Tacx International**

- a. In the event that Tacx International, at its sole discretion, has reason to verify Buyer’s compliance with Clause 10 of these Conditions (the “**Compliance Provision**”), it shall have the right to appoint an independent auditor (the “**Independent Auditor**”) for the purpose of auditing the Buyer’s books and records to determine whether the Buyer is in compliance with the Compliance Provision.

- b. The selection of any such Independent Auditor shall be made by Tacx International , subject to Buyer's consent which shall not be unreasonably delayed or withheld. Tacx International shall be responsible for all fees and expenses of the Independent Auditor.
- c. In the event of the appointment of an Independent Auditor, such auditor may enter Buyer's premises at reasonable times and review Buyer's books and records, as necessary to determine whether the Buyer is in compliance with the Compliance Provision.
- d. If the Independent Auditor concludes that Buyer is not in full compliance with the Compliance Provision, it shall immediately report such conclusion to Buyer. Buyer will then have five (5) business days to object or request modifications. The Independent Auditor shall consider any such objections and modifications but shall have no obligation of any kind to make any modification to its conclusions. At the end of said five (5) business day period, the Independent Auditor shall provide its initial report and any modifications thereto to Tacx International.
- e. Tacx International has the right to suspend, delay or cancel any delivery or any other performance of its obligations for the duration of the situation of non-compliance of the Buyer with the Compliance Provision and to take such measures that Tacx International in its sole discretion deems to be necessary and/or appropriate.
- f. Buyer shall indemnify and hold harmless Tacx International from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with the Compliance Provision by Buyer, and Buyer shall compensate Tacx International for all losses and expenses resulting thereof.

**16. Compliance with laws**

- 16.1 Each Party represents that it is duly authorized to enter into an Agreement with the other Party and represents that with respect to its performance thereunder, it will comply with all applicable international and local laws. By accepting Tacx International's offer, entering into any Agreement and/or accepting any Products, Buyer agrees that it will not deal with the Products and/or documentation related thereto in violation of any law. Tacx International shall only be liable for compliance of the Products with technical requirements or standards following from foreign legislation or regulations, before concluding an Agreement, when such specific requirements or standards have been explicitly notified in writing by Buyer to Tacx International and have been accepted or confirmed by Tacx International.
- 16.2 Buyer will use its best efforts to promptly obtain such permits, licenses, certificates or other documents necessary to perform its function in the Market (including but not limited to currency permits, import certificates and end use certificates) as may be required by any relevant government for authorization of the sale and marketing of any of the Products in the Market by Buyer.

## 17. Applicable law and Dispute Resolution

- 17.1 These Conditions and the Agreement, as any rights and/or obligations pursuant thereto, whether based on contract law or of a non-contractual nature, shall be governed by and construed in accordance with the laws in force in the European parts of the Netherlands, provided, in as far as possible, that the intention of the Parties as expressed herein (if any) shall prevail over any presumptions, constructions or intentions implied or imposed by law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the construction or interpretation of this Conditions or with the Agreement or affect any of its provisions.
- 17.2 The Parties shall endeavour to settle amicably any dispute or claim arising out of or in connection with these Conditions or with the Agreement by negotiation between executives who have authority to settle the controversy.
- 17.3 If the Parties do not settle any such dispute or claim within sixty (60) days after a Party has first delivered written notice of such dispute or claim to the other Party, then the Parties shall submit the claim or dispute for resolution as follows:
- (a) Any and all disputes arising out of or relating to these Conditions or the Agreement and any subsequent amendments thereof as well as any such other rights and/or obligations pursuant thereto, whether based on contract law or in tort, shall be submitted for arbitration before a panel of three arbitrators pursuant to the Arbitration Rules of the Netherlands Arbitration Institute (“**NAI**”) in effect on the date of commencement of arbitration, as modified by these Conditions. The three arbitrators shall be appointed by the NAI in accordance with the Rules of NAI as Appointing Authority, but at least one of them will have to be a (professional or retired) judge.
  - (b) The place of arbitration shall be The Hague. The language to be used in the arbitration proceedings shall be English. Any controversy over whether an issue is arbitrable shall be determined by the arbitrators. The arbitrators shall not have authority to award punitive or exemplary damages and the Parties expressly waive their rights to any such damages.
  - (c) These Conditions and the Agreement are concluded between two professional parties which aim to strictly define their mutual rights and obligations. Parties agree that the arbitral tribunal may not change, modify or alter any condition, term or provision of these Conditions, also not on the basis of the supplementary or derogatory function of the principle of good faith (*redelijkheid en billijkheid*) nor by constructing any such condition, term or provision beyond the literal meaning thereof. To that extent the scope of the arbitral tribunal’s authority is expressly limited. The arbitral tribunal shall make its award in accordance with the rules of law and not as amiable compositeur.
  - (d) For any court proceedings in aid of, or ancillary to arbitration, each Party submits to the non-exclusive jurisdiction of the competent court of The Hague, the Netherlands. Each Party waives any right it has to object to such a proceeding being brought in those courts including any claim that an action, suit or proceeding has been brought in an inconvenient forum or that those courts do not have jurisdiction.
  - (e) Any business information submitted in the arbitration shall be kept secret at all times. The NAI may adopt such measures as it deems appropriate to secure the confidentiality of such information also after the determination.

- (f) Parties waive the right to claim consolidation of arbitral proceedings on the basis of article 1046 Dutch Code of Civil Procedure and agree such a consolidation would be a deviation from the agreed arbitral proceedings.
- (g) In relation to any dispute to which this Clause 17 applies, the Buyer will continue to perform its obligations under these Conditions as far as possible as if the dispute had not arisen pending final settlement of the dispute.

**18. Invalid Provisions**

In the event that any Conditions of this Agreement or the application thereof to any person or in any circumstances shall be determined to be invalid, unlawful or unenforceable to any extent, the remainder of this Agreement and its Conditions shall continue to be valid and may be enforced to the fullest extent permitted by law. Parties further agree that in such event to substitute forthwith the invalid, unlawful or unenforceable provision by such effective provision as will most closely correspond to the legal and economic contents to the provision(s) so voided.

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