

GENERAL TERMS AND CONDITIONS OF SALE (GTC)

Release date 15/10-2015

1. OBJECTS

1. These terms and conditions of sale (hereinafter "GTC") govern the sale and supply of all goods and/or services (goods and services herein severally and jointly as "Products") and the assembly and installation of the Products ("Services") by KOMPAN LTD (hereinafter "Seller") to the customer ("Customer") and shall apply to any relationship between the Seller and the Customer.

2. These GTC replace and supersede any prior communications, agreements and understandings between the parties whether oral or in writing concerning the sale and supply of the Products or the Services. Any purchase order issued by the Customer to the Seller shall be subject to the present GTC and the Customer accepts the applicability of these GTC to future supplies of Products or Services.

3. A legally binding contract ("Contract") shall not come into force between the Seller and the Customer until the period of FIVE (5) BUSINESS DAYS provided for in clause 2.3 has expired and the Seller has not received a notice of withdrawal/rejection from the Customer. If, within FIVE (5) BUSINESS DAYS as of the date of the Order Confirmation the Seller does not receive a rejection of the Order Confirmation, the Customer shall be deemed to have unconditionally accepted the Order Confirmation and these GTC. In case of conflict between the provisions contained in the Order Confirmation and those from the present GTC, the Order Confirmation shall prevail.

2. REQUEST FOR SERVICES

1. Notwithstanding any express indication to the contrary, the Customer is obliged to send the Seller a request for the Services and/or Products (hereinafter, "Order") by ordinary post, fax and/or email.

2. For the purpose of these GTC, the Order must, at least, contain the following information:

- (i) personal information and address of the Customer;
- (ii) Products requested (type and number);
- (iii) installation services requested;
- (iv) Indication of the date and place for the provision of the Services.

3. Once the Order has been received, the Seller shall have seven (7) working days – starting from the date of receipt of the same – to issue an Order Confirmation accepting, refusing and/or submitting amendments to the Order, and including the relevant Prices – as defined hereinafter – for the Services and/or Products and the total amount to be paid by the Customer ("Order Confirmation"). The Customer will have the right to withdraw any Order within FIVE (5) BUSINESS DAYS after receiving the Order Confirmation if, e.g. he does not accept the Price indicated by the Seller.

3. RATES - PAYMENTS

1. The prices of the Services and/or Products are those resulting from the Order Confirmation and will correspond to the current prices offered by the Seller ("Prices").

2. The Order Confirmation will indicate, apart from the Prices, other charges as transport costs, shipping and minimum insurance coverage, to the destination agreed in the same Order Confirmation. Unless expressly stated otherwise in writing, Prices in the Order Confirmation are net of all charges relating to taxes, any increases in these charges, which may come into force after the date of the Order Confirmation shall be borne by the Customer.

3. Unless expressly stated otherwise in writing, invoices will be issued:

- (i) upon issue of the Order Confirmation for 50% of the Price; and
- (ii) for the balance of 50% upon despatch in the case of supply of Products or upon completion of Services in the case of supply of Services, the payment of the first (i) invoice shall be made within five (5) working days starting from the date of the first invoice, while payment of the second (ii) invoice shall be made within thirty (30) working days starting from the date of the second (ii) invoice unless expressly agreed otherwise and in the case of the sum referred to in (i) above before delivery of the Products if this is earlier and the Seller will not commence delivery of Products until it has received payment of the sum referred to in (i) above in full.

4. For Services to be carried out over a period exceeding two weeks, the Seller reserves the right to invoice the Customer on a weekly basis. An initial invoice will be issued upon receipt of the Products at the Customer's site, followed at weekly intervals by invoices for completed stages of the Services. In the event that any weekly invoice is not paid in accordance with clause 3.3, the Seller shall be entitled at its discretion to suspend the Services until payment of all outstanding sums is received or to terminate the Contract in accordance with clause 12.1(i).

5. In the event of the non-payment by the Customer in accordance with this clause 4 the Customer shall pay the Seller interest at the legal interest rate with effect from the time of due payment, and a penalty equal to 10% of the total bill as compensation for damages, without prejudice to any further damages and any other rights arising from the non-payment.

4. RISK AND RETENTION OF TITLE

Unless otherwise and specifically agreed in writing, all risks relating to the Products are transferred to the Customer when the same are delivered to the carrier or freight forwarder. Notwithstanding delivery and the passing of risk in the Products, or any other provision of these GTC, the property in the Products shall not pass to the Customer until the Seller has received in cash or cleared funds payment in full of the price of the Products.

5. DELIVERY

1. Unless otherwise expressly agreed, times for delivery are estimates only and not binding and any delay in delivery does not entitle the Customer to cancel the Contract or any order nor to damages and/or compensation. Customer may only vary any delivery time set out in the Order Confirmation by giving not less than 30 days' notice in writing.

2. Unless expressly stated otherwise in the Order Confirmation, the Seller shall organize the delivery of Products CIP (as defined by Incoterms 2010) to their destination. If the carrier is unable to discharge the Products carried, the transport will still be charged. Any damage to Products caused during or after unloading by the staff of the Customer will be the exclusive responsibility of Customer.

3.

- (i) The carrier shall deliver at a point readily accessible by truck, standard delivery via 18 tonne vehicle, tail lift delivery is available and

to be advised at point of ordering. The Seller reserves the right to charge extra for any special delivery requirements Customer shall be responsible for providing offloading facilities, final moving, location and storage of the Products after delivery. The Customer shall ensure that unloading by the carrier is not delayed. In the event of unloading being delayed, the Seller reserves the right to make a fair charge therefore. Any damages or missing Products to be noted on the delivery paperwork at time of delivery;

(ii) If the Customer is not available or prepared to accept delivery the Seller may take away the Products and redeliver at a later date, charging the Customer for any additional expense thereby incurred (including temporary storage and demurrage) or leave the Products on any part of the premises which is accessible without responsibility for loss or damage to them whether as a result of their being unsecured or otherwise;

6. INSTALLATION AND ASSEMBLY SERVICE

1. In relation to the individual needs expressly indicated by the Customer in the Services Order, the Seller shall install and assemble the Products, the paving, the civil works and any spare parts. In particular, the Customer shall promptly notify the Seller of any existing installations such as water, gas, communications, electricity, or of any other similar communications or installations which may be affected and/or may suffer damages as a consequence of the installation works to be carried out in the place where the Products are to be installed. Should the Customer fail to provide such information prior to the commencement of the Services, the Seller shall not be held liable under any circumstance for any potential or actual damages caused to such installations.

2. The Seller shall be responsible for ensuring:

- (i) the correct execution of the necessary work for the installation of the Products;
- (ii) the correct assembly of the Products; and
- (iii) compliance of the Services with the laws in force.

7. COMPLETION OF THE SERVICES

1. Upon completion of the Services, the Customer shall sign the Practical Completion Certificate provided by the Seller and if the Customer is not available to take delivery then the Seller will send the Practical Completion certificate to the Customer. Should the Customer claim that the Services have not been performed in accordance with the Order Confirmation, the same shall send the Seller, within five (5) working days from receipt of the Practical Completion Certificate, a notice ("Notice"), specifying in detail, the faults found in the Services. If the Customer objectively demonstrates the claimed faults, the Seller shall remedy the same at its own expense; if, instead, the Seller demonstrates that the Services are in compliance with the Order Confirmation, the Customer shall be obliged to pay the Seller the costs and expenses of the activities carried out to demonstrate the compliance of the Services. If the Customer does return a signed Practical Completion Certificate or provide a Notice within five (5) working days from receipt of the Practical Completion Certificate, the Services will be deemed completed to the Customer's satisfaction in all respects.

8. LIABILITY

1. In no event shall Seller be liable to Customer or any other person for any special, incidental, indirect, consequential or punitive damages obligation, nor for any loss, costs or expenses, including, without limitation, damages consisting of loss start-up, sales or profits, work stoppage, loss of production, impairment of other assets or otherwise, even if arising out of or in connection with a breach of warranty, breach of contract, false or erroneous statement, or other fault. Notwithstanding any statement to the contrary contained in these GTC, the Seller's liability for any claim for damages arising out of or in connection with the Products and their use or the Services shall in no case exceed the amount paid by Customer for the Products or Services which are the subject of claim.

2. The Customer hereby indemnifies and shall keep indemnified the Seller against all loss, liability, damages, costs, claims and expenses arising out of any of the matters set out in clause 8.2.

3. Notwithstanding the case in which the Seller and the Customer sign an agreement for the installation of the Products, the Customer undertakes to indemnify and hold harmless the Seller from any third party right and/or claim relating to the fault and/or non conformity of the Products being installed in the playground and/or any other location.

9. CLAIMS – SUBSTITUTIONS – RETURNS

1. Any complaints about defects or non-conformity of the Products must be communicated by registered mail to the Seller within 8 (eight) days after delivery of the same. After that period, the Customer will lose any right to make a claim.

2. Return of any Products must be authorized in writing by the Seller prior to shipping and all costs and expenses will be borne by the Customer.

3. The communication of defects and anomalies must be accompanied by supporting documentation. The Seller shall not be liable for defective Products, when the value of the defect reported by the Customer does not exceed 5% of the value of the Products in respect of any Order Confirmation. In any event the Customer shall take all reasonable action to mitigate any damage suffered and shall not be entitled to withhold or delay payment.

4. If the Seller acknowledges any Products to be defective the Seller is only required, at its discretion, to replace the Products or to refund the price or to reduce the price, if the Customer has not yet paid in the price, or to terminate the contract.

5. The guarantee referred to in clause 10 shall not in any way apply to damage arising out of fair wear and tear or, from failures caused by incompetence or negligence of the Customer, misuse or by Force Majeure.

6. In the scope of supply of the Products, if necessary, the Seller reserves the right to provide models other than those requested by the Customer, if these are not available, subject to compliance of the alternative models with the properties listed in the Order Confirmation.

10. GUARANTEES

1. The Seller warrants the Products will be free from defects in design, material and workmanship in accordance with the terms set out in the general warranty attached to the Order Confirmation after Delivery;

2. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the contract.

3. The provisions of clauses 10.1 and 10.2 shall not apply to components which are not manufactured by the Seller, in respect of which, the Seller shall, to the extent it is able, pass on any warranty given to it by the manufacturer of the component in question.

4. The Customer shall indemnify and hold harmless the Seller against all damages, losses, costs, expenses, claims, demands and liabilities arising out of or related to the Products and their use by the Customer and/or use or application by the same of any information disclosed or provided by or on behalf of Seller.

11. TERMINATION

1. A party shall be entitled to terminate this agreement with immediate effect by giving written notice to the other party if:

(i) the other party fails to pay any undisputed amount due under this agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment; or

(ii) the other party commits a material breach of its obligations under this agreement and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or

(iii) the other party becomes insolvent, or an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or an administrator or administrative receiver is appointed in respect of the whole or any part of the other party's assets or business, or the other party makes any composition with its creditors, or the other party takes or suffers any similar or analogous action in consequence of debt.

2. Termination of this agreement shall not prejudice any of the parties' rights and remedies which have accrued as at termination and all payments which have not yet become due shall become immediately due and payable.

12. INTELLECTUAL AND INDUSTRIAL PROPERTY

1. Any authorization by one of the parties to use the brands, names, logos and/or any other distinctive signs of the other party does not imply any right whatsoever to transfer the property of the same to the party utilizing them.

13. ADMINISTRATIVE PERMISSIONS

The Customer is solely and exclusively responsible for obtaining and maintaining the building authorizations and any other authorizations required for carrying out the supply of the Products or Services and their utilization. Where the Seller is providing Services if agreed, a copy of said authorizations and related and essential attachments, must be forwarded to the Seller before commencement of the Services.

14. FORCE MAJEURE

1. A party shall not be deemed to be in breach of the Contract, or otherwise be liable to the other, by reason of any delay in performance, or non-performance, of any of its obligations hereunder (save for obligations relating to payment of any sums due) to the extent that such delay or non-performance is due to Force Majeure and the time for performance of that obligation shall be extended accordingly.

2. For the purposes of these GTC Force Majeure means any cause materially affecting the performance by a party of its obligations under this agreement arising from any act, events, omissions, happenings or non-happenings beyond its reasonable control including, without limitation, acts of God, strikes, lock-outs or other industrial disputes, war, riot, fire, flood, or any disaster affecting either one of the parties hereto or a third party for which a substitute third party is not reasonably available

15. GENERAL

1. Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day (for the purposes of this clause 15 being any day other than Saturday, Sunday or any public holiday in England and Wales) after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.

2. If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

3. A person who is not a party to the Contract shall not have any rights under or in connection with it.

4. Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.

5. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. A person who is not party to the Contract shall not have any rights under or in connection with it.

6. The Contract, and all disputes or claims arising out of or in connection with it or their subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

7. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to determine any dispute or claim that arises out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).