

**GENERAL TERMS AND CONDITIONS OF THE PRIVATE LIMITED COMPANY JB-INFLATABLE BV in ZWOLLE  
NORTH NETHERLANDS CHAMBER OF COMMERCE**

**1. Definitions**

- Supplier: the private limited company JB-Inflatables Export B.V.
- Customer: the natural person or legal entity maintaining one or more commitments with the Supplier, to which these general terms and conditions apply, and those to whom the Supplier sends a quotation, to which these general terms and conditions equally apply.
- Parties: Customer and Supplier.
- General terms and conditions: these general terms and conditions.
- Agreement: the agreement concluded between the Customer and Supplier, of which the General Terms and Conditions are a part and to which they apply.
- Product: every item and/or items, which the Supplier delivers to the Customer under the Agreement and/or offers in a quotation or bid.
- Services: everything the Supplier delivers to the Customer under the Agreement, other than a Product, and/or offers the Customer in a quotation or bid.
- Price: the consideration in cash, which the Customer must provide to the Supplier under the Agreement.
- Website: the `www.JB-Inflatables.com or www.viva-inflatables.com ` website.

**2. Applicability**

- 2.1 The General Terms and Conditions apply to all commitments, including but not limited to the Agreement, as they exist and/or are established between the Customer and Supplier.
- 2.2 The Supplier does not in any way accept any applicability of the general terms and conditions used by the Customer in the case in question and expressly designates the contents thereof.
- 2.3 Provisions explicitly mentioned in the Agreement shall take precedence over provisions in the General Terms and Conditions if and insofar as there is any conflict between those provisions.
- 2.4 The Customer who has at one time concluded an Agreement with the Supplier, to which the General Terms and Conditions apply (applied) agrees to apply the General Terms and Conditions to (any) following Agreement(s).
- 2.5 Provisions in the General Terms and Conditions, the aim of which, according to their nature and/or scope, is to continue to operate even after the Agreement ends, shall remain the legal bases between the Parties arising from and/or to whatever extent they are consistent with the Agreement.

**3. Quotation**

- 3.1 A quotation sent by the Supplier to the Customer is without obligation and in no way binding for the Supplier, unless the contrary appears to be unambiguously and explicitly the case from the contents of that quotation.
- 3.2 A Supplier's quotation is valid for three working days after it is published as from and including the date on the quotation.
- 3.3 With regard to all the information and/or items sent to the Customer as part of a quotation, the rights and/or ownership shall remain with the Supplier. The Customer is not permitted to use any part of this information and/or items in whatever sense, other than as permitted under the quotation and/or Agreement.
- 3.4 The sizes, weights, colours, technical details, texts, photos referred to by the Supplier in a quotation, the Agreement and/or the website or any other information similarly referred to are of a purely descriptive nature. The Customer may in no way derive rights to the said information and Products and/or Services that deviate from the said information are allowed and in no way imply that the Supplier is not meeting its obligations under the Agreement, unless deviations that are reasonable in nature and/or scope are so great that it can no longer be stated that the Supplier is (still) meeting its (core) obligations with this supply under the Agreement. The Customer has no right of revindication, nor shall it accrue performance rights and/or compensation as a result of deviations from the said information provided by the Supplier.

**4. Agreement/formation**

- 4.1** An Agreement between the Parties shall not be formed earlier than in the case in which and at the time when the Customer has accepted or otherwise confirmed a quotation or otherwise a bid in writing from the Supplier.
- 4.2** By way of derogation from the provisions of Article 4.1 of the General Terms and Conditions, an Agreement shall likewise be formed between the Parties at the time when the Supplier has unambiguously learned from the Customer that the Customer accepts the Supplier's quotation or bid.
- 4.3** The content of the Agreement is managed solely by the conditions explicitly agreed in writing or by e-mail, under which the Agreement concerned is entered into, including the General Terms and Conditions.
- 4.4** Additions, adjustments, commitments, wishes or other conditions, which the Customer believes are part of the Agreement, are not explicitly so unless explicitly apparent from the content of the Agreement as referred to in Article 4.3 of the General Terms and Conditions.

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4.5 The Customer may not, with regard to the implementation of the Agreement, derive any rights from statements made by the Supplier's employees or by any third parties, when those employees/third parties are not legally competent to act for or on behalf of the Supplier.

4.6 The Supplier is entitled in all cases to have one or more parts of its obligations under the Agreement carried out by third parties, in which case the Supplier, as a contracting party of the Customer, remains responsible for fulfilling the contractual obligations towards the Customer under the Agreement.

4.7 If and insofar as the Supplier makes changes to its product for the purposes of improving it or because this is required under the law and/or regulations, the Supplier is always entitled to do so. The Customer may by no means derive rights towards the Supplier from this change.

4.8 The Supplier reserves the right to supply the Product in parts, if it is reasonably possible to do so. If the Supplier does so, this shall never lead to any liability of the Supplier, nor to any (attributable) failure to comply as a result on the part of the Supplier.

## 5. Risk/insurance

5.1 The Product risk passes to the Customer at the time when the Customer has been provided with the Product. This is the case where the Customer has obtained actual power over the Product.

5.2 As an exception to the provisions in Article 5.1, this shall apply in the event the Supplier provides for the transport of the Product to and/or on behalf of the Customer under the provisions of the Agreement, the Product risk passing to the Customer at the time transport begins. The Customer is aware that in this regard, it needs to provide adequate insurance for the Product.

5.3 The Supplier has taken out the usual liability insurance for businesses. If the Customer wishes to find out what this insurance covers, it may contact the Supplier. This liability insurance for businesses does not necessarily cover every risk of damage as a result of using the Product. From the time when the Product risk is passed to the Customer and/or the latter has the product itself (under the Agreement or otherwise), the Customer itself is responsible for providing adequate insurance against the risk of damage as a result of using the Product suffered by the Customer or by third parties, regardless of whether this is damage to property, personal injury, consequential damage, interruption to business or any damage whatsoever.

## 6. Defects/claims

6.1 The Customer is obliged to inspect all aspects of the Product delivered within 24 hours of receipt for any defects in the Product or other defects, which (may) at any time cause the Customer to reach the view that the Supplier is not meeting its obligations. If the Customer fails to do so, the Customer shall forfeit any right towards the Supplier in the specific case as a result of any failure thereof.

6.2 The Supplier is never liable for Product defects, of which it was not aware and/or could have been aware.

6.3 Without prejudice to the Customer's obligations agreed in the other paragraphs of this Article, all claims by the Customer, of whatever nature and/or scope, relating to and/or being the result of a stated defect, shall lapse in each case after a period of seven days from the defect appearing and if the Customer has not notified the Supplier of this defect in writing within this time with a clear description of this defect.

6.4 Minor and/or unavoidable deviations from the Product shall never form the basis for a claim.

6.5 If and insofar as the Customer submits a claim and if the Customer has not failed to meet the requirements set out in Articles 6.1, 6.3 and/or 6.4, the Supplier is entitled at its discretion either to fulfil its obligations or to credit the Customer with a proportion of the price that reasonably corresponds to the part of the Agreement to which the complaint relates, without prejudice to other rights attributable to the Supplier.

## 7. Price/payment

7.1 The Customer is obliged to comply with the agreed price as agreed and as specified on the invoice, whereupon any entitlement to a discount, to offsetting, suspension or other right to incomplete and/or late payment is abandoned.

7.2 Releasing payment by the Customer is initially discussed at the time that the Supplier has received the payment concerned as the latter has indicated.

7.3 The Supplier shall use a final payment date of fourteen days or another date if this is stated on the invoice.

7.4 If the Customer does not proceed with payment as defined in Article 7.1/7.2 of the General Terms and Conditions, the Customer shall therefore be deemed to be in default under the law without further notice of default being required by the Supplier.

7.5 The Price is always exclusive of VAT due to charges, import duties, other taxes, order costs, packaging costs and/or costs of loading and unloading and shipment imposed by the government or otherwise, or whatever similar (external) cost factors.

7.6 Any increase in the Supplier's cost factors that influences the Price entitles the Supplier to charge this increase to the Customer, for example an increase in taxes/charges, (freight) rates, equipment costs, etc. The Customer is entitled to cancel the Agreement only in the event that the above happens within two months after the Agreement is reached and if the increase in costs is higher than 5% of the Price.

7.7 In the event of incomplete and/or non-payment in good time, the Customer is liable to pay penalty interest of 1.5% per month to be charged on the entire outstanding amount, whereby part of a month is deemed to be a whole month, without prejudice to the Supplier's right to recover its damages from the Customer if and insofar as those damages are higher than the aforementioned 1.5% per month.

7.8 In addition to the provisions of Article 7.7, the Customer is responsible for meeting all the Supplier's extrajudicial and judicial costs, which the Supplier may reasonably charge and in relation to the collection of the outstanding amount. If and insofar as the judicial authority does not assign to the Supplier in legal proceedings the full legal costs the latter incurs (including its lawyers' fees in full), notwithstanding the provisions of this Article, this does not imply that the Supplier shall not accrue a right to compensation of these costs in full, as agreed separately by the Customer beforehand under the provisions of this Article, in which case the Supplier is still entitled to recover those costs in full from the Customer.

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7.9 If and insofar as the Customer for whatever reason does not therefore proceed with payment of all that is due to the Supplier under the Agreement, the Customer is bound, when first requested to do so by the Supplier, to provide security to the Supplier's satisfaction in order to fulfil what is owed by the Customer to the Supplier.

7.10 The Customer shall indemnify the Supplier for all damages suffered by the Supplier due to information incorrectly provided and/or missing information regarding the Customer's invoicing and everything related to it, or to damages due to non-compliance by the Customer with (administrative) obligations imposed by the government or otherwise, in the broadest sense of the word.

## 8. Customer's obligations

8.1 The customer accepts the fact that use of the Product may create risks. The Customer is obliged in this regard to use the Product as indicated and specified by the Supplier. The Customer shall always strictly follow any instructions given by the Supplier, particularly the written instructions, provided as an attachment or otherwise by the Supplier to the Customer. If the Product is not used in the manner specified, any right to compensation of the Customer for any damage shall therefore lapse.

## 9. Retention of title/bankruptcy

9.1 Ownership of a Product bought by the Customer shall transfer to the Customer only if the Customer pays the Supplier in full.

9.2 Until the time ownership is transferred to the Customer, the Customer is obliged to take care of the Product, in the event the Product has been made available to it, with all reasonable and usual care, skill and forethought.

9.3 The Supplier is always entitled to take back the Product, regardless of the reasons, in the event ownership of the Product has not yet been transferred to the Customer. The Customer is obliged to return the Product when first requested to do so in this context by the Supplier.

9.4 In the event that ownership of the Product has not yet been transferred to the Customer and a bankruptcy petition has been filed with regard to the Customer, it is the Customer's responsibility to notify the Supplier of this in writing, by registered letter, within 12 hours after becoming aware that it has been filed. The Supplier is entitled in this event to take back the Product immediately and to proceed with the immediate termination of the Agreement in this respect, without the Customer therefore having any right to compensation or otherwise a right to performance.

9.5 In the event of the Customer's bankruptcy, or if the Customer goes into receivership, or if the law on the refinancing of debts of natural persons applies to it, and in which the ownership of the Product has not yet passed to the Customer, the Supplier is entitled to take back the Product immediately and to terminate the Agreement immediately. In that event, the Supplier shall be in no way liable for any damage whatsoever.

## 10. Delivery (dates)

10.1 All delivery dates specified by the Supplier are approximate, unless the Customer and the Supplier expressly agree that a delivery date is expressly binding.

10.2 Delivery dates agreed shall not begin until after the Customer has provided the Supplier with all the information needed to implement the Agreement and/or after the Supplier has fulfilled all the terms and conditions needed to implement the Agreement regarded as, but not limited to, the necessary permits, materials, data, records etc. supplied.

10.3 A delivery date shall not begin until after the Supplier has received an agreed deposit/advance payment from the Customer.

10.4 The Customer shall waive any right to compensation relating to the Supplier exceeding a delivery date.

10.5 Delivery dates shall never be final in nature. Failure on the part of the Supplier as a result of exceeding a Delivery date set by the Customer is not established until after the Customer declares the Supplier in default by registered letter or by summons and the Supplier thereby sets a deadline of a minimum of two weeks for achieving compliance.

10.6 If and insofar as delivery of the Product by the Supplier to and/or on behalf of the Customer is therefore prevented and/or delayed to any degree and/or due to any cause by the Customer's action and/or omission (within the sphere of risk), the Customer is liable for any damage (caused by storage or transport and/or otherwise), which the Supplier suffers as a result thereof.

## 11. Liability/disclaimer

11.1 Any liability of the Supplier is limited to liability for direct damage to property covered by the Supplier's insurers and which is due to an arguably defective Product or to design and/or gross negligence on the part of the Supplier.

11.2 The Supplier's liability for damage due to the action and/or omission of the Supplier's auxiliary staff shall be excluded in all cases.

11.3 In those cases in which the Supplier's insurers do not cover damages claimed by the Supplier and the Supplier is nevertheless ordered by a court or other authority to compensate for those damages, this compensation obligation is limited at all times to the amount equal to the Price, which the Customer was/is obliged to pay the Supplier under the Agreement, the implementation/Product of which led to the damages concerned.

11.4 Any right of the Customer to compensation shall lapse if the Customer has not complied with the provisions of the Agreement/the General Terms and Conditions/the Supplier's instructions (including the information referred to in Article 13.2 of the General Terms and Conditions) regarding use of the Product and it is likely that this omission was partly or entirely the cause of the damages that occurred.

11.5 Any liability and/or right to compensation of the Customer shall lapse at the end of a period of six months after the event causing the damage occurred and the Customer did not approach the Supplier during that

referred to in Article 13.2 of the General Terms and Conditions) regarding use of the Product and it is likely that this omission was partly or entirely the cause of the damages that occurred.

11.5 Any liability and/or right to compensation of the Customer shall lapse at the end of a period of six months after the event causing the damage occurred and the Customer did not approach the Supplier during that period with regard to this damage.

11.6 The Customer shall indemnify the Supplier for any liability for damages suffered by third parties caused by and/or in relation to the Product. If and insofar as one or more third parties shall hold the Supplier liable with regard to the damages (in court), the Customer is obliged to provide security in that regard to the Supplier's satisfaction and when first requested to do so by the Supplier, such as, but not limited to, the provision of a bank guarantee.

## 12. Intellectual property rights

12.1 The Supplier shall do its utmost to ensure that the Product does not therefore in any sense whatsoever infringe any third parties' Intellectual Property Rights. The Supplier shall never be liable, however, for damages of whatever nature and/or scope caused to the Customer by third parties as a result of and/or consistent with the statement that the Customer, as the one who exercises power over the Product, infringes the rights of those third parties.

12.2 No intellectual property rights connected with the product shall be transferred by the Supplier to the Customer in any sense whatsoever. The Product is supplied for the sole purpose of providing the Customer with the exclusive right to use the Product itself. The Customer shall ensure that the Supplier's intellectual property rights to, or connected with, the Product are always respected.

12.3 If and insofar as an Agreement exists between the Customer and the Supplier, as a result of which the Supplier is responsible for supplying the Customer with a specific product (customised), the Customer shall ensure that the Product features requested do not in any way infringe the intellectual property rights of third parties. The Customer shall indemnify the Supplier for any liability in that regard.

## 13. Warranties

13.1 The Supplier provides a warranty (without prejudice to the provisions of Article 13.2 up to and including 13.5) for the Product's material and/or manufacturing defects for a period of one year after delivery of the Product to the Customer.

13.2 Any warranty right shall lapse if the Customer has used the Product improperly and/or negligently and/or if the Customer has not used the Product as indicated in the documents/information, which the Supplier has provided the Customer (on delivery or otherwise), which expressly includes that information that can be consulted on the Website.

13.3 Any warranty right shall furthermore lapse if defects occur due to normal wear and tear and due to involvement by third parties hired by the Customer during installation, maintenance, repair or any interference with the Product whatsoever by third parties.

13.4 The warranty, which the Supplier provides on a Product that is not (entirely) manufactured by the Supplier is limited in all cases to the warranty with which the Supplier is provided by those third-party manufacturer(s) concerned.

13.5 Any warranty right of the Customer shall lapse if the Customer has not met its payment obligation(s) towards the Supplier in full.

13.6 If the Supplier is responsible for honouring the Customer's warranty claim, the Supplier shall have the choice of either repairing the defect, or crediting the Customer with (part of) the price that reasonably corresponds to the extent of the defect, without prejudice to the Supplier's other rights.

13.7 Warranty rights are always ex works at the Supplier's workplace in Meppel, in the Netherlands.

13.8 In the event of a claim by the Customer on the warranty, the Customer shall itself ensure that the Product concerned is delivered to and picked up again at the Supplier's workplace in Meppel, in the Netherlands. Any shipping costs shall be borne by the Customer itself.

13.9 By way of derogation from Article 13.1, the Supplier shall provide a warranty of a further 4 years for manufacturing defects of the seams in new inflatable bouncy castles, assault courses and slides, provided that the Customer has used the products on a seasonal basis in compliance with Article 13.2. Businesses and settings that use the products (virtually) on a daily basis, such as indoor play areas, shall be excluded from this extra warranty.

## 14. General

14.1 If and insofar as any provision of the General Terms and Conditions becomes ineffective due to destruction, voidability, non-binding statement or otherwise, the content of that provision shall be resolved as far as possible by both Parties in the spirit of that provision.

14.2 The headings above the articles in the General Terms and Conditions are purely descriptive.

14.3 Where the General Terms and Conditions contain clauses relating to the delivery of a product, those clauses shall apply if and insofar as possible equally if the Supplier provides the Customer with one or more Services under the Agreement.

14.4 All disputes resulting from and/or in connection with the Agreement are governed exclusively by Dutch law and shall be submitted, to the exclusion of other courts, to the North Netherlands Court located in Zwolle.

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