

GENERAL TERMS AND CONDITIONS OF USE BUSINESS PORTAL & SALE AND DELIVERY PROMOTIV

TERMS OF USE BUSINESS PORTAL PROMOTIV

version 20200701

Promotiv is a trade name of Plato Group AS, located in Harestua, a company registered in Norway with Organisations number 912 027 600.

Article 1 Definitions

Promotiv's set of General Terms and Conditions consists of the General Terms and Conditions of Sale and Delivery and these Terms and Conditions of Use. In addition to the list of terms in the General Terms and Conditions of Sale and Delivery, the following terms are understood to mean the following if used with an initial capital letter: (where singular is used, the plural is also meant and vice versa):

1.1 "Account": the user name and password that give the User access to the Client Portal.

1.2 "Offer": the Products offered by Promotiv, which can be qualified as the unilateral legal act of offering.

1.3 "Acceptance": confirmation by Promotiv in writing of the Order of a Client.

1.4 "Terms of Use": the most recent version of the present General Terms and Conditions of Use of Promotiv. Consultable via: (www.promotiv.no)

1.5 "Day": calendar day.

1.6 "Promotiv": Promotiv is a trade name of Plato Group AS, supplier of business gifts and promotional articles, a company registered with Organisations number 912 027 600, or any company affiliated with it.

1.7 "Order": an Order issued by the User to Promotiv regarding the delivery of Products offered by Promotiv. Hereinafter also referred to as "Order".

1.8 "User": any natural person or legal entity, registered with the trade register of the Chamber of Commerce in the Netherlands and the rest of Europe, who has an Account and with whom Promotiv enters into the User Agreement or by whom Promotiv has been given an Order. Hereafter also referred to as "User".

1.9 "User Agreement": Agreement relating to the use of the Portal concluded at a distance between the Parties.

1.10 "Parties": Promotiv and the User.

1.11 "Portal": the business portal on Promotiv's website. The Portal allows the User to place orders, request samples and request quotations via the web shop.

1.12 "Product": business gifts and other promotional products offered by Promotiv via the Portal on the website, including creative expressions on Promotiv's website.

1.13 "In Writing": by post or e-mail.

Article 2 Applicability

2.1 These Terms of Use apply to all use by the User of his Account, the Portal and the website of Promotiv as a whole and form part of Promotiv's General Terms and Conditions of Sale and Delivery. These Terms of Use also apply to third parties engaged by Promotiv.

2.2 The User's General Terms and Conditions are hereby expressly rejected.

2.3 Promotiv reserves the right to amend these Terms of Use unilaterally. The version that was valid at the time of the conclusion of the relevant Agreement/ Instruction/ Order between Parties is applicable each time. User is advised to regularly consult Promotiv's website and to check the Terms of Use for changes. If User continues to use the website after these Terms of Use have been amended, User thereby irrevocably accepts the amended Terms of Use. If User does not agree with the amended Terms of Use, the only option is to no longer use Promotiv's website.

2.4 Stipulations or invalid provisions deviating from the Terms of Use will only be binding to Promotiv after Promotiv has agreed to them in writing. The other provisions of the Terms of Use remain in full force and effect. Where possible, invalid provisions will be replaced by an alternative provision whose purport corresponds as closely as possible to the original provision.

2.5 In the unlikely event that the Parties are unclear about the interpretation of one or more provisions of these Terms of Use, the interpretation must be in the spirit of these provisions.

Article 3 User Agreement

3.1 The Terms of Use will take effect from the moment that the User has created an Account for the Client Portal and accepted the Terms of Use.

Article 4 Usage

4.1 Those who use the User's Account guarantee that they are entitled to act on behalf of the User, are authorized to enter into Agreements or place Orders on behalf of the User and will act in accordance with these Terms of Use.

4.2 The User is responsible for the activities on the Portal, or at least the activities that are performed via the User's Account, including providing personal and/or company details and placing orders. Any use of the Portal is at the risk, expense and responsibility of the User.

4.3 The User is responsible for the security and protection of the Account and the User must therefore adequately protect the Account against unauthorized access and transfer. In order to ensure that access to and use of the Portal and the Account is in accordance with these Terms of Use, the User must take all necessary technical and organizational measures. In the event of unauthorized use or unlicensed use of his Account and/or the Portal and other forms of breach of the security of the Portal, the User must inform Promotiv without delay. In order to prevent unauthorized use, the User must always log out after a session. User is himself responsible for the distribution of the Account data within the organization and the use of the Portal and the data and content he provides via the Portal.

4.4 Promotiv shall make every effort to make the Portal available, but does not guarantee uninterrupted availability. Promotiv will make reasonable efforts to provide access to the Portal. However, Promotiv does not guarantee that the Portal and the Account will be accessible at all times and without interruptions or malfunctions. Nor does Promotiv guarantee that Information on the Portal is complete, correct and/or accurate. Malfunctions in the Portal may occur partly, but not exclusively, as a result of faults in the Internet or telephone

connection or as a result of viruses or errors/breaks. Promotiv accepts no liability whatsoever in this respect.

4.5 Promotiv shall actively maintain the Portal in order to provide the best possible service. If maintenance is expected to result in any limitation of availability, where possible, Promotiv will carry out such maintenance at the time when use of the Portal is relatively low. Where possible, maintenance will be announced in advance. Maintenance in connection with calamities may take place at any time and will not be announced in advance.

4.6 The User may, at the discretion of Promotiv, its Account and/or the Portal:

- a. Not transfer to another person (natural person or legal entity);
- b. cause damage, make it inaccessible and/or render it inoperative;
- c. Not to use the Portal in such a way that the User can gain access to or make use of parts of the Portal that are not accessible to the User;
- d. Use the Portal only in a manner permitted by Promotiv;
- e. Copying, disassembling, decompiling or subjecting to reverse engineering;

4.7 The technical requirements and facilities necessary to make use of the Portal, including but not limited to hardware, Internet connection and the costs of using it, are for the User's own account.

4.8 Promotiv may, but is not obliged to, retain and store data or content of the User's Account.

4.9 When using the Portal, personal data relating to the User will be processed. Consult Promotiv's privacy statement for more information.

4.10 The User shall indemnify Promotiv against all damage or loss arising from claims against Promotiv as a result of failure to comply with the conditions of this Article.

4.11 It is not permitted to use the Portal in a manner that contravenes any legislation or regulations whatsoever.

Article 5 Intellectual property rights

5.1 All intellectual property rights relating to documents supplied by Promotiv, such as but not limited to trademarks, models, photos/images on the websites and/or the Portal, which are used by Promotiv remain the intellectual property of Promotiv, even if the User has written permission to use these documents, mentally and physically, and may therefore not be used or supplied to third parties without the prior written permission of Promotiv.

5.2 The User acknowledges that all intellectual property and other rights relating to the Portal and all brands and logos are and remain the property of Promotiv and may not be used in any way by the User without the prior written permission of the latter. User will always fully respect the intellectual property rights of Promotiv and third parties.

5.3 Without prejudice to the other provisions of these Terms of Use, Promotiv retains the rights and powers vested in it by virtue of the Copyright Act.

5.4 The exercise of the aforementioned intellectual property rights - including publication, transfer, reproduction, distribution of data, all in the broadest sense of the word - is explicitly and exclusively reserved to Promotiv both during and after execution of the Agreement.

5.5 Information which the User publishes or stores via the Portal is and will remain the property of the User. Promotiv is entitled to use this information for the Portal and everything associated with it,

including (external) advertising. This right of use applies for an indefinite period of time and therefore also after termination of the User Agreement.

Article 6 Liability and indemnity

6.1 User is fully responsible and liable for the use of the Account.

6.2 User fully indemnifies and holds Promotiv harmless for all damages and/or costs of any nature whatsoever resulting from the non-performance of one or more obligations under these Terms of Use.

6.3 In its activities under the User Agreement and these Terms of Use, User undertakes to fully comply with all applicable privacy laws and regulations, such as the General Data Protection Regulation ('GDPR') and indemnifies Promotiv against all damage and/or costs of any nature whatsoever arising in connection therewith.

6.4 Unless there is intent and/or gross negligence on the part of Promotiv, the latter is in no way liable for damage and/or costs of whatever nature incurred by the User in connection with the use of the Portal and the Account, such as - but not limited to - damage and costs resulting from the improper functioning of the Portal and technical faults, etc.

6.5 In the event that the exclusion of liability as referred to in the previous paragraph of this Article is declared null and void in whole or in part by a competent court or is annulled, the Parties agree that the total liability Promotiv shall never exceed € 500.

6.6 The User indemnifies and holds Promotiv harmless against any claims from third parties, who suffer damage in connection with the execution of the Agreement and whose cause cannot be attributed to Promotiv.

6.7 A condition for the existence of any right to compensation is that the User reports the damage in writing to Promotiv no later than two months after the discovery of the damaging event.

6.8 In the event of force majeure, Promotiv will never be obliged to compensate the User for any damage caused by this. Force majeure includes disruptions or failures of the internet, the telecommunication infrastructure, power failures, domestic disturbances, mobilization, war, transport disruptions, strikes, lockouts, business interruptions, supply stagnation, fire and flooding.

Article 7 Duration and termination of the Agreement

7.1 By registering on the Portal/creating an Account, the User enters into a User Agreement with Promotiv. This User Agreement commences as soon as the User uses the Portal for the first time and then runs for an indefinite period of time and therefore remains in force until terminated by either Party. Parties may stop using the Portal at any time and terminate the Account.

7.2 In addition to the other (legal) remedies which Promotiv may avail itself of, Promotiv is entitled at all times - without giving reasons and without prior explanation and without the User being able to derive any rights from this:

- a. (temporarily) make User's information and content inaccessible;
- b. (temporarily) restrict, suspend, block or decommission the Account;
- c. temporarily or permanently stop and/or delete the Account;
- d. to make interim changes to the content of the Portal as determined by Promotiv;

- e. refuse to make the Portal accessible to the User, in particular - but not limited to - if the User acts contrary to these Terms of Use and/or if Promotiv is of the opinion that acts by the User may cause damage or liability to the User, third parties or Promotiv. Promotiv will in no way be liable or liable to pay damages to the User in this respect.

7.3 If use of the Account is terminated and/or if the User has terminated its Account, the Agreements which the User has concluded with Promotiv via the Portal will remain in full force.

7.4 All exclusions and limitations of liability and compensation, as set out in these Terms of Use, shall remain in force after termination of the Agreement.

Article 8 Force majeure

8.1 Parties shall not be liable for any shortcoming, delay or non-performance that is the direct or indirect result of circumstances or causes beyond its control. The parties will inform each other of such a situation as soon as possible.

Article 9 Third party and transfer

9.1 User is not entitled to transfer the User Agreement or one or more of its rights and obligations under the User Agreement without Promotiv's prior Written consent. A restriction on the transferability of rights of action as referred to in this article will have effect not only under the law of obligations but also under the law of property.

9.2 Promotiv is permitted to transfer (in whole or in part) its rights and obligations under the Usage Agreement to a third party. By entering into the Agreement for Use, the User has agreed in advance to such a transfer and the User will cooperate fully.

Article 10 Applicable law and competent court

10.1 Any negotiations and Contracts with Promotiv are governed exclusively by Norwegian law.

10.2 All disputes between the Client and Promotiv shall be subject to the exclusive jurisdiction of the courts Harestua.

10.3 The Vienna Sales Convention (CISG) concluded in Vienna on 11 April 1980 is not applicable.

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY PROMOTIV - version 20200701

Promotiv is a trade name of Plato Group AS, located in Harestua, a company registered in Norway with Organisations number 912 027 600.

Article 1 Definitions

The following definitions (where the singular shall also mean the plural) are used in these General Terms and Conditions:

1.1 "Documentation": any price lists, brochures or other information supplied by Promotiv, all of which constitute an invitation to purchase.

1.2 "Acceptance": confirmation by Promotiv in writing of the Order of a Client.

1.3 "General Terms and Conditions": the most recent version of the present General Terms and Conditions of Sale and Delivery of Promotiv.

1.4 "Day": calendar day.

1.5 "Service": the Services performed (or to be performed) by Promotiv, including advice and services for (consumer) web shops.

1.6 "Ex Works": Promotiv shall deliver ex warehouse/factory. The Client is responsible for the logistics from the moment that delivery is made ex works/factory (in accordance with the Incoterms 2020). The risk with respect to the Products shall pass at that time.

1.7 "Promotiv": Promotiv is a trade name of Plato Group AS, supplier of business gifts and promotional articles, a company registered in Norway with Organisations number 912 027 600, or any company affiliated with it.

1.8 "Incoterms": international terms of delivery (International Commercial Terms) designed and published by the International Chamber of Commerce (ICC) the world business organisation. Available on: www.iccwbo.org. The most recent edition of the Incoterms, as published by the ICC, is decisive for the explanation of the business terms in these General Terms and Conditions and the Contract.

1.9 "Order": an offer by the Client to Promotiv for the purchase of Products and/or Services.

1.10 "Client": the legal or natural person who places an Order with Promotiv, or accepts the delivery of Products and/or Services from Promotiv.

1.11 "Client being Consumer": the natural person who is not acting in the exercise of his profession or business and enters into a (distance) Contract with Promotiv, or intends to do so (hereinafter also to be referred to as: "Client/Consumer").

1.12 "Contract": an Order that has been placed by the Client and Accepted by Promotiv under these General Terms and Conditions.

1.13 "Distance Contract": a contract whereby sole use is made of one or more remote communication technologies within the framework of a system organised by Promotiv for the distance sale of Products and/or Services, without the physical presence of the Parties, up to and including the moment that the Contract is concluded.

1.14 "Parties": Promotiv and the Client.

1.15 "Product": business gifts by Promotiv and other goods and items provided (or to be provided) by Promotiv, including creative expressions.

1.16 "Print": Decoration of Product by order of Client.

1.17 "In Writing": by post or email.

Article 2 Applicability

2.1 These General Terms and Conditions apply to all Orders made by the Client, and Promotiv's quotes, order confirmations, applications, all negotiations between Promotiv and the Client, and to all Contracts concluded or to be concluded with the Client, as well as to the performance thereof. These General Terms and Conditions also apply to any third parties engaged by Promotiv.

2.2 The Client declares to have received a copy of these General Terms and Conditions - in hard copy or digitally - from Promotiv no later than the time that the Contract was concluded.

2.3 If the Distance Contract is concluded electronically, the text of the General Terms and Conditions shall be made available to the Client electronically, before the Distance Contract is concluded, in such a way that the Client can easily store it on a durable data carrier.

2.4 Any provisions deviating from these General Terms and Conditions shall only be binding on Promotiv following Written approval from Promotiv and solely for the Contract to which the said approval is applicable. The other provisions of these General Terms and Conditions shall remain in full force and effect.

2.5 Reference of the Client to the applicability of its own General Terms and Conditions is hereby explicitly rejected by Promotiv, unless such - on a case by case basis - has been expressly agreed in Writing.

2.6 Promotiv reserves the right to review the text of these General Terms and Conditions at any time and shall notify the Client of any amendments.

2.7 In the event of a conflict between the text of the General Terms and Conditions and the Contract, the provisions of the Contract shall prevail.

2.8 A delay or failure on the part of Promotiv in enforcing any provision under the Contract and/or the General Terms and Conditions shall not be deemed to operate as a waiver or create a precedent or in any way prejudice Promotiv's rights under the Contract and/or the General Terms and Conditions.

2.9 If any of the provisions in the Contract or in these General Terms and Conditions is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and the other provisions of the Contract and the General Terms and Conditions shall continue to apply in full. The Parties shall then attempt to agree a new valid and enforceable provision as replacement which achieves to the greatest extent possible the same commercial effect as would have been achieved by the invalid or unenforceable provision.

2.10 If Promotiv concludes Contracts with the Client more than once, the present General Terms and Conditions shall apply to all subsequent Contracts, irrespective of whether they have (again) been explicitly declared applicable and/or Promotiv has (again) complied with its duty of disclosure.

Article 3 Orders and Contracts

3.1 All Documentation in any form, are subject to confirmation by Promotiv and shall not be treated as an offer which is capable of acceptance by the Client. Any Order submitted to Promotiv by the Client shall not be treated as having been accepted by Promotiv, and accordingly no binding contract shall exist for supply of the relevant Products or Services unless and until confirmed in writing by an authorised representative of Promotiv.

3.2 If an Offer subject to confirmation is accepted by the Client, Promotiv shall have the right to revoke the Offer within 2 Days of receipt of the Acceptance.

3.3 Images, catalogues, drawings, price lists, brochures and further information provided to or by Promotiv are subject to changes without prior notice being required and do not bind Promotiv.

3.4 Promotiv reserves the right to make changes in the products that are displayed in the catalogue, brochures, on the website, etc..

3.5 A Contract between Promotiv and the Client shall be concluded when the Order has been Accepted by Promotiv.

3.6 Any agreements, oral or otherwise, made between the Parties after the Contract has been concluded shall only become effective after they have been confirmed in Writing by both Parties.

3.7 In the context of the performance of the Contract, Promotiv is entitled to engage intermediaries or third parties.

3.8 Agreements made with or undertakings made by subordinates of Promotiv, or intermediaries/or third parties engaged by Promotiv, shall only bind Promotiv if it has confirmed these agreements or undertakings in Writing to the Client.

Article 4 Prices

4.1 The prices stated in any Documentation or the prices agreed with Promotiv apply exclusive of VAT, ex works, in the currency stated, and are based on the cost-determining factors applicable at the time of producing the Documentation .

4.2 The prices on the website of Promotiv are guiding and subject to change.

4.3 Promotiv is entitled to adjust the prices of the Products at any time.

4.4 Promotiv is entitled at any time to determine that certain goods shall only be delivered on the basis of a stipulated minimum quantity.

Article 5 Cancellations

5.1 An Order given may only be cancelled by the Client with the written consent of Promotiv. Promotiv may, by way of exception, accept a cancellation of the Order. If the Client nevertheless cancels an Order in whole or in part, it is obliged to reimburse Promotiv for all

costs reasonably already incurred for the execution of this Order (preparation costs, orders from third parties, storage, commissions, etc.), Promotiv's activities and loss of profit by Promotiv, plus VAT, all without prejudice to Promotiv's right to full compensation due to loss of profit, as well as any other damage or loss arising from cancellation.

5.2 Cancellation by the Client must be made in Writing to the address of Promotiv.

5.3 Promotiv may cancel an (already confirmed) Order for reasons of its own motion. Promotiv may in any event cancel an Order if (non-exhaustive): (i) there is an erroneous price (manifest error), (ii) Promotiv is convinced that it cannot guarantee the quality of the Order to be executed, (iii) Promotiv is convinced that the Order will not meet the Client's expectations and (iv) if Promotiv is convinced that the Order is discriminatory in nature and/or does not comply with Copyright and/or social standards and values. Promotiv shall notify the Client in Writing if it wishes to cancel the Order. If, in the situations referred to under (ii) and (iii), the Client nevertheless wishes the Order to be carried out, the Client's right of complaint, return and restitution will lapse.

Article 6 Advisory services and product development

6.1 In a Contract for advisory services, Promotiv shall perform such services using reasonable care and skill.

6.2 Promotiv shall endeavour to treat any information made available by the Client as strictly confidential. The Client will maintain confidentiality with regard to all information that he becomes aware of regarding the business of Promotiv, its Products and/or Services. The confidentiality obligations of both Parties shall survive expiry and termination of the Contract.

6.3 In the event of a Contract for product development, advice regarding promotional Products to be used, advice regarding creative concepts, quotations for extensive projects with printed or non-printed Products, national or international market research on specific Products or Product Requests for Products not specified by Promotiv, the Client shall be obliged - in all cases that do not result in the actual delivery of Products by Promotiv - to pay for the work carried out by Promotiv in accordance with the hourly rate agreed between the Parties or, in the absence thereof, the usual rate maintained by Promotiv.

Article 7 Inspection of Products

7.1 If inspections have been agreed with the Client, these inspections shall take place in accordance with the agreed inspection methods, inspection procedures and inspection periods, or those to be agreed in time, or in the absence thereof, in accordance with Promotiv's general inspection method, procedures and periods. If any delay occurs due to the Client's actions, the delivery period may be adjusted by Promotiv.

7.2 If Promotiv has notified the Client within the agreed period, or at least in time, of the date of inspection, and the Client fails to comply with this invitation within 14 Days of the date of this invitation, the Products (/Services) are considered to have been approved.

7.3 Promotiv shall be given the opportunity to deal with the comments and objections of the Client regarding the inspection or test, before the Products (/Services) can be rejected or refused by the Client. Promotiv must be notified in writing by the Client regarding comments and objections of the Client, if any, in respect of the Products (/Services) delivered after the inspection has taken place. If any comments and objections have not been reported in Writing to Promotiv within 14 Days of the date of the inspection, the Products (/Services) delivered are considered to have been approved by the Client.

Article 8 Deliveries and delivery time

8.1 The specified delivery times shall never be regarded as deadlines, unless explicitly agreed otherwise in Writing. In the event of non-timely delivery, the Client must give Promotiv notice of the default in Writing, and Promotiv must be given an additional reasonable term to proceed to delivery at a later date without being in default.

8.2 The delivery time begins at the last of the following times:

- a. the day that the Contract is concluded
- b. the day of receipt by Promotiv of the necessary documents, data, permits, etc. required for the performance of the Contract
- c. the day of receipt by Promotiv of the amount that must if necessary be paid in advance in accordance with the Contract
- d. the day after receipt of the approval of the printing proof.

8.3 Promotiv reserves the right, if Products are especially manufactured or assembled for the benefit of the Client, to deliver and invoice a maximum of 5% more or less than the quantity agreed upon.

8.4 Promotiv is permitted to send Products in several consignments, and each consignment is considered to be a separate consignment and is payable separately.

8.5 Unless otherwise agreed in Writing, notwithstanding the previous provisions on prices, the prices quoted by Promotiv are based on delivery ex works, warehouse or any other storage location (Ex Works), exclusive of VAT and insurance.

8.6 Unless otherwise agreed in Writing, delivery of the Products shall take place ex works, warehouse or other storage location (Ex Works) of Promotiv. The Products will be deemed to have been delivered by Promotiv and to have been accepted by the Client as soon as the Products are offered to the Client and/or as soon as the Products are loaded onto the means of transport.

8.7 The time at which the items are made available to the Client ex works, warehouse or other storage location (Ex Works) is considered the time of delivery and the time when the risk with respect to the Products passes from Promotiv to the Client.

8.8 If the Client refuses to take delivery of the Products, the risk of the Products shall immediately pass to the Client and Promotiv can claim payment immediately. Promotiv shall store the Products at the expense and risk of the Client until further notice.

8.9 Unless otherwise agreed in Writing, transport shall take place at the risk and expense of the Client, even if the carrier has explicitly provided that all shipping documents must state that any and all damage or loss resulting from the transport shall be at the expense and risk of Promotiv.

8.10 Unless otherwise agreed in Writing, Promotiv shall choose the manner of transport and the means of transport to the best of its knowledge, yet without being liable for that choice. The transport costs are payable by the Client.

8.11 Delivery to an address indicated by the Client shall only take place if the Parties have reached Written agreement in advance on the additional costs and the terms and conditions involved.

8.12 The manner of packing, transport, shipment, etc. shall be determined by Promotiv, unless the Parties have agreed otherwise in Writing, nonetheless without Promotiv accepting any liability in this respect - notwithstanding a mandatory obligation to pay damages.

8.13 If Promotiv displays or provides a model, sample or example, this shall be for indication purposes only: the characteristics of the Products to be delivered may differ from the sample, model or example. The provisions in Article 7 shall apply mutatis mutandis.

8.14 If the Products are not collected by the Client after the delivery time has expired, Promotiv will store the Products at the Client's expense and risk. Promotiv shall not make the Products available to the Client until the additional costs of transport and storage have been paid by the Client. If the Products are not collected by the Client within 30 Days of the original delivery time, Promotiv shall have the right, after sending a demand, to dispose of the Products or to find another destination for them. The Client shall not have the option of bringing an action against Promotiv in that respect. Any proceeds thereof shall be credited to the Client after deduction of related costs, without prejudice to Promotiv's right to claim full payment of the agreed price.

Article 9 Supply of printed Products

9.1 If the Contract relates to the sale and delivery of Products especially manufactured or assembled for the benefit of the Client, the Client shall be obliged to and responsible for the supply of directly reproducible materials, including logos, of good quality.

9.2 Promotiv is entitled to process, store and use the logos, brands and other visual material supplied by Client.

9.3 Promotiv is only obliged to send a printing proof for approval to the Client in advance, if such has been stipulated in Writing by the Client on the conclusion of the Contract. In that context, Promotiv shall be obliged to submit a printing proof to the Client no later than five weeks after the Contract has been concluded and after receipt of the materials to be reproduced.

9.4 Client's approval of the supplied printproof implies that Client has checked it. Promotiv is not liable for errors or defects of Print unnoticed by Client if an approved printproof does not correspond with Client's wishes. It is not possible to change an approved printproof, unless an exception is made

in writing. (extra) Costs involved in any change are at the risk and expense of the Client.

9.5 All costs relating to printing shall be charged separately in accordance with the price to be specified in the Contract, unless explicitly agreed otherwise in Writing. These costs shall be stated in the invoice issued to the Client.

Article 10 Returns and Warranty

10.1 The Client is obliged to inspect the conformity of the Products delivered at the time of delivery. The Client should inspect whether, among other things, the quality and quantity of the Products delivered correspond to what has been agreed.

10.2 Complaints from Client regarding non-compliance with the Order of the Products and/or Services delivered by Client will only be taken into consideration by Promotiv if and insofar as these complaints have been submitted to Promotiv in writing within a reasonable time, stating a description of the nature of the defect, whereby a period of 24 hours after delivery, or at least a period of 24 hours after discovery of the defect, will be considered a reasonable time until at the latest six months after delivery of the Products, which period will be considered an expiry period for complaints on Products. The expiry period for complaints on Print is three months.

10.3 Complaints regarding the calculated prices and other complaints regarding invoices must be submitted in writing to Promotiv within a reasonable period of no more than 7 days after the invoice date, stating a description of the nature of the complaint, which period is to be regarded as an expiry period. Subsequent complaints regarding the calculated prices and invoices will not be accepted.

10.4 In the event of a complaint within the meaning of this article, Promotiv must be given the opportunity to investigate the merits of the complaint within 7 Days of its notification by Client, failing which any right to a warranty will lapse.

10.5 Complaints will not be dealt with if:

- a. there are minor deviations in quality, quantity, material, size, colour and other deviations that are deemed permissible in the sector;
- b. there is a deviation of the Product from an image in Promotiv's catalogue, brochures and other promotional material;
- c. an incorrect and/or different expectation pattern on the part of the Client, while the Order has been carried out in accordance with the Client's instructions as laid down in the Order;
- d. there is a question of incorrectly ordered quantities, volumes and/or Products by the Client;
- e. a defect results from a drawing, sketch, design, specification, material or information provided and/or made available by the Client;
- f. The Client has repaired or processed the Product itself or has had it repaired or processed by third parties;
- g. The Client does not use the Product in accordance with the manual and/or instructions for use provided;
- h. the Product delivered has been exposed to abnormal circumstances, in the broadest sense of the word, or has

otherwise been handled carelessly or contrary to Promotiv's instructions and not in accordance with generally accepted standards of workmanship.

10.6 In the event of justified complaints, Promotiv is free to choose between replacing the Products delivered free of charge or set off the amount of returned Products by means of a credit note, to the exclusion of any other form of (additional) compensation obligation, insofar as the complaint is submitted within the warranty period, whereby a warranty period of 3 months applies to Print and a warranty period of 6 months applies to Products.

10.7 Complaints, whether justified or not, submitted outside the warranty period do not qualify for consideration.

10.8 Returns can only take place with the explicit approval of Promotiv and at the expense of the Client. For returns that are not due to fault on the part of Promotiv, Promotiv will charge an amount of 25% of the net invoice amount (on top of the original invoice amount); Client is free to prove that the actual damage suffered is less. The latter does not apply if the return shipment is approved by Promotiv. Returns are at the expense and risk of Client and never imply any acknowledgement of liability for Promotiv.

10.9 A return shipment (approved by Promotiv) must take place within 14 Days after receipt of the complaint by Promotiv. Proof of the return must be provided within this period to Promotiv.

10.10 In case of a recall, Client is obliged to cooperate with the instructions and / or imposed procedures of Promotiv and / or suppliers.

10.11 Promotiv assumes towards Client only the warranty which is mentioned in the warranty statement provided by Promotiv from Article 10.6 or in the case of "Brand" articles the warranty provided by the supplier, unless otherwise agreed in writing between Parties.

10.12 No warranty is given with regard to advice, preformed inspections and similar transactions carried out by Promotiv.

Article 11 Retention of title

11.1 If the Client has not fully complied with any obligation to Promotiv, title to the Products shall not pass from Promotiv to the Client in spite of delivery having been made and risk having passed to the Client. In such case, the Client is deemed to hold the Products on a fiduciary basis as bailee for Promotiv until the time that it has fully complied with its obligations towards Promotiv.

11.2 As long as title to the Products has not passed to the Client, the Client shall not have the right to alienate or lease the Products, or to charge them by way of security.

11.3 If the Client fails to meet his payment obligations, he shall be obliged, without further notice of default being required, to make the Products owned by Promotiv available, immediately on Promotiv's request. Promotiv and its employees shall then be entitled to enter the site of the Client to gain actual possession of the Products.

11.4 The Client must insure the interests of Promotiv in connection with the retention of title. The Client is obliged to compensate this interest in the event of a contingency and to assign his claim against his insurers to Promotiv on its request.

Article 12 Payment

12.1 Unless otherwise agreed in Writing and without prejudice to the provisions of the following paragraph, payments to Promotiv must be paid net within 30 Days of the invoice date which period shall be deemed to be a strict deadline. Delay or failure by the Client in respect of collecting the Products or complaints shall not affect this payment obligation.

12.2 Unless explicitly agreed otherwise, all payments from the Client, however made, shall first be used to set off against the costs, then to set off against interest due and finally to set off against the principal sum of the unpaid invoices.

12.3 Set off or any other form of settlement by Client shall never be permitted without an explicit Written agreement.

12.4 Promotiv is at all times entitled to require the Client to provide sufficient advance payment or security, at its discretion, for the fulfilment of the Client's payment obligations, prior to delivery or to proceed to the delivery, whereby Promotiv is entitled to suspend further deliveries if the Client fails to meet this requirement, also in case a fixed delivery time has been agreed, without prejudice to Promotiv's right to claim compensation for damages due to the late performance or non-performance of the Contract.

12.5 If the client does not pay within the agreed period, he is automatically in default and he pays Clipper interest in the amount of the statutory default interest.

12.6 The Client, who is in default must pay on demand any costs, expenses (including legal fees and disbursements and expenses of any debt recovery agent) Promotiv may incur in seeking to recover any overdue amount.

12.7 All Promotiv's outstanding receivables from the Client shall be immediately due and payable if the Client is in default, or in the event of the Client's liquidation, bankruptcy or an application for bankruptcy.

12.8 The Client must provide Promotiv with a correct VAT number. In the event that an incorrect VAT number is passed on by the Client, the Client will be liable for any damage suffered by Promotiv as a result. Promotiv shall reserve the right to charge the applicable VAT to the Client in respect of the Products/Services supplied.

Article 13 Liability

13.1 The aggregate liability (inclusive of interest and legal and other costs) of Promotiv to the Client in respect of all claims arising under or in connection with these General Terms and Conditions (whether by reason of any negligence by Promotiv or any of its employees or agents, any non-fraudulent misrepresentation, any breach of contract or otherwise) shall not in any event exceed the amount of the invoice value for the Products/Services delivered by Promotiv in connection with which the damage has arisen.

13.2 Promotiv shall not be liable to the Client (whether by reason of any negligence by the Supplier or any of its employees or agents, any non-fraudulent misrepresentation, any breach of contract or otherwise) for any: loss of profits; damage to reputation; loss of business opportunities; loss of contracts; loss of goodwill; loss or corruption of any data; claim, action or demand made against the Client by any third party; indirect loss, damage, cost, expense, claim or other liability whatsoever; which arises out of or in connection with these General Terms and Conditions.

13.3 If the Client resells, delivers, pledges Products/Services, in respect of which Promotiv has notified him that it doubts the quality, or if the Client transfers them or makes them available in another way, under whatever title, whether or not for free and whether or not for use, the Client shall be obliged to indemnify Promotiv against any claims from third parties for damage, incurred by, or in connection with the Products/Services delivered by Promotiv to the other party.

13.4 The Client shall be obliged to indemnify Promotiv for any cost and damage, which Promotiv could incur because third parties make a claim against it in matters where liability vis-à-vis the Client is excluded in these General Terms and Conditions.

13.5 All clauses in these General Terms and Conditions and in particular concerning the exclusion or restriction of the liability of Promotiv and concerning the indemnification of Promotiv against claims from third parties, have also been agreed for the benefit of those who are employed by Promotiv or third parties for whose actions or negligence Promotiv can be liable.

13.6 Nothing in these General Terms and Conditions shall operate to limit or exclude the liability of either party for any death or personal injury caused by the negligence of either party or any of its employees or agents, or for any other matter in respect of which liability cannot lawfully be limited or excluded.

13.7 Insofar as not explicitly agreed otherwise in Writing, all legal claims pursuant to the Contract and these General Terms and Conditions shall lapse after one year of the delivery date.

Article 14 Force majeure

14.1 In the event of default by either Party in the performance of the Contract, for which the defaulting party cannot be held accountable, the performance of the Contract or of the relevant part of the Contract shall be suspended. The Parties shall notify each other of such situation as soon as possible. Only if such suspension has lasted for 3 months, or as soon as it is established that it shall last at least 3 months, each of the Parties shall be able to terminate the Contract, in full or in part, by registered letter with immediate effect, without the Parties being obliged to pay compensation to each other for any damage, without prejudice to the Client's obligation to pay Promotiv for the goods already delivered until the time of termination.

14.2 Non-attributable defaults on the side of Promotiv shall in any case include, but not be limited to:

- a. damage as a result of natural disasters and/or storm damage;

- b. war, danger of war and/or any other form of armed conflict, including terrorism or a threat thereof, which impedes the delivery of goods or raw materials;
- c. strikes, forced business closure, revolt and any other form of disruption and/or obstruction caused by third parties, which impede the delivery of goods or raw materials;
- d. loss of or damage to goods on transport;
- e. illness of one or more employees who are difficult to replace;
- f. legislative or administrative government measures, which impede delivery, including import and export prohibitions;
- g. prohibition to deliver or impedance of delivery for Promotiv, imposed by organisations, institutions, groups or contractual forms of collaboration, which Promotiv is a member of or which it is part of;
- h. failure and/or disruptions in means of transport, production equipment or power supplies;
- i. fire or accidents at the company of Promotiv;
- j. non-or non-timely delivery to Promotiv by sub-suppliers;
- k. discontinuation of the supply of goods, raw materials and/or energy;
- l. epidemic and/or pandemic.

14.3 Without prejudice to other rights to which it is entitled, in the case of force majeure, Promotiv shall have the right, at its own discretion, to suspend performance of the order of the Client, or to terminate the Contract without judicial intervention, by notifying the Client thereof in Writing.

14.4 If Promotiv, in the event of force majeure, has already partially met its obligations, the Client shall have to pay the price due for this part to Promotiv.

Article 15 Termination

15.1 A Contract ends when completed, or at a time explicitly determined by the Parties.

15.2 If the Client remains in breach of its obligation to pay on the date for payment or any other obligations towards Promotiv, Promotiv shall be entitled, after a prior written notice of default, within a term of 14 Days, except in the cases where the Contract or the General Terms and Conditions contain a clear deadline for compliance, in which case the following applies immediately, to terminate the Contract, without prejudice to Promotiv's right to full compensation of cost, damage and interests.

15.3 Promotiv has the same authorisation as in Article 15.2, however without further notice of default being required, if the Client has applied for a provisional moratorium, or if its bankruptcy has been applied for, or if its goods are attached, in the event of discontinuation or liquidation of its business, or in the event of reduced creditworthiness of the Client in the opinion of Promotiv.

Article 16 Secrecy and Intellectual property rights

16.1 All information, in the broadest sense of the word, including but not limited to business information, which is focussed on specific characteristics of the Product/the Service or business of Promotiv (work process and pricing), which is provided by Promotiv to the Client in the context of the negotiations or the Contract is strictly confidential.

16.2 If negotiations between the Parties do not result in a Contract, the Client shall not be entitled to use the information provided by Promotiv in any way, in the broadest sense of the word, and the Client shall return all information and all data (carriers), in the broadest sense of the word, as well as all images, drawings, sketches, photos, prototypes, models, mood boards, etc. to Promotiv as soon as possible, and immediately destroy all copies made thereof.

16.3 All intellectual property rights regarding the documents provided by Promotiv, i.e. drawings, sketches, schemes, samples, formats, tools, photos, designs, working methods, presentations, advice, images, prototypes, models, mood boards, printed matters, files, websites, brochures, catalogues, etc. provided by Promotiv shall remain the physical and intellectual property of Promotiv, also if they have been made available to the Client and irrespective of the contribution made to their realisation by the Client or third parties engaged by the Client, and may therefore, except with the prior written permission of Promotiv, not be used for any other purpose than for the performance of the Contract between Promotiv and the Client.

16.4 Notwithstanding the other provisions of these General Terms and Conditions, Promotiv shall retain the rights and powers that Promotiv is entitled to pursuant to the Copyright, Designs and Patents Act 1988.

16.5 The exercise of the aforesaid intellectual property rights - including publication, transfer, reproduction, distribution of data, all in the broadest sense of the word - both during and after the performance of the Contract - is explicitly and exclusively reserved for Promotiv.

16.6 The Client shall indemnify Promotiv against claims from third parties relating to intellectual property rights relating to goods, logos, pictorial marks, etc. originating from Client.

16.7 Promotiv shall grant the Client a user licence with regard to its advice in accordance with the agreed purpose.

16.8 From the moment that the Products, designs, working methods, presentations, advices, formats, images, drawings, sketches, photos, prototypes, models, mood boards, printed matters, files, websites, brochures, and catalogues, etc. are delivered, Promotiv is entitled to use these for its portfolio, publicity and promotion, as well as to show them at exhibitions.

16.9 Information provided by the Client to Promotiv remains the property of the Client. Promotiv is entitled to use this information for the purposes of the Order and everything related thereto, including (external) advertisements. That right of use is valid for an indefinite period of time and therefore also after termination of the Contract/Order.

Article 17 Penalty clause

17.1 For any infringement of Articles 7.1, 11.2 and 16 of these General Terms and Conditions and the obligations contained therein, the Client shall forfeit to Promotiv, without further notice of default or judicial intervention being required, an immediately payable fine of €950 per infringement, which is not subject to setoff or moderation, plus an amount of €100 for every day the infringement lasts, without prejudice to the right of Promotiv to full compensation of damages as a result of the infringement by the Client and the right of Promotiv to claim performance.

Article 18 Third party and transfer

18.1 Client is not entitled to transfer the Contract or one or more of its rights and obligations under the Contract without Promotiv's prior Written consent. A restriction on the transferability of rights of action as referred to in this Article will have effect not only under the law of obligations but also under the law of property.

18.2 Promotiv is permitted to transfer (in whole or in part) its rights and obligations under the Contract to a third party. By entering into the Contract, Client has agreed in advance to such a transfer and Client will render full cooperation to such transfer.

Article 19 Applicable law and competent court

19.1 Any negotiations and Contracts with Promotiv are governed exclusively by Norwegian law.

19.2 All disputes between the Client and Promotiv shall be subject to the exclusive jurisdiction of the courts Harestua.

19.3 The Vienna Sales Convention (CISG) concluded in Vienna on 11 April 1980 is not applicable.

Article 20 Identity of PROMOTIV

1. Name of entrepreneur: Plato Group AS
2. Trade Name: Promotiv
3. Business and physical address: Kvernhusvegen 21 2743 Harestua (Norway)
4. Phone number: +47 (0)21 09 37 37
5. E-mail address: sales@promotiv.no
6. Organisations number: 912 027 600
7. VAT ID: 912027600MVA