

BROEKHOF USA INC.

TERMS AND CONDITIONS OF SALE

1. Terms and Conditions Apply.

All orders placed with and accepted by Broekhof USA Inc. (hereafter "**Broekhof**") are subject to these Terms and Conditions of Sale ("**Sales Terms**"), unless different terms are agreed to in writing and signed by an authorized representative of Broekhof. **By placing an order with Broekhof, you accept and agree to be bound by these Sales Terms.**

2. Restrictions.

You may not order from Broekhof if you do not agree to these Sales Terms or if you are not of legal age to form a binding contract with Broekhof.

3. Website Terms of Use.

These Sales Terms are an integral part of our <<*Website Terms of Use*>> that apply to the use of our Website. In addition to these Sales Terms, you should review the <<*Website Terms of Use*>> and our <<*Privacy Policy*>> before placing an order.

4. Order Placement.

Our Customer Service Department will take your order (\$250.00 minimum) by mail, phone or email. Email or phone orders may be confirmed by electronic signatures or by signatures submitted by email or mail. You agree that your order is an offer to buy subject to these Sales Terms, ("**Offer**") and is not final until accepted by Broekhof. We have accepted the Offer when we send you an email confirming the terms of the Offer (the confirmed Offer is referred to as an "**Order**," and the confirming email is referred to as the "**Order Confirmation Email**").

5. Pricing.

a. All prices posted on the Website are subject to change without notice. The price charged for a product will be the price in effect at the time the Order is confirmed and that price will be stated in your Order Confirmation Email. Price increases will only apply to Offers confirmed after the price changes are posted on the Website.

b. Whether before or after the Offer date or the Order Confirmation Email, in case of changes to cost-determining factors including, but not limited to, exchange rates, raw material prices, costs of service providers, costs of transportation and salaries, Broekhof has the right to adjust its offered and agreed prices even if the adjustment was or is later held to have been foreseeable at the time of the Offer or Order Confirmation Email.

b. Posted prices do not include taxes or charges for shipping and handling. All such taxes and shipping and handling charges will be added to your product total and will be itemized in your shopping cart before you submit our order request and in your Order Confirmation Email.

6. Payment.

a. First Orders. You must prepay for your first Order. We may decide not to ship any first Orders until we have received and confirmed your payment.

b. Subsequent Orders. For all subsequent Orders, terms are NET 30, based on INVOICE DATE. We will email you invoice to the email address you provide when submitting your order request. We reserve the right to require prepayment for subsequent Orders if you have a past-due balance or place a particularly large Order.

c. Method of Payment. Payment can be made by check, money order, Visa, MasterCard, or wire transfer. You represent and warrant to us that (i) any credit card or other payment information you supply to us is true, correct, and complete, (ii) that you are duly authorized to use such credit card or payment method for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred at the posted prices, including all applicable taxes, shipping and handling.

d. Late Payments. A finance charge of 1.5% per month (or the maximum permissible legal rate) will be charged on past due amounts at the end of each month. To avoid these charges, your payment must be received on time. Should we have to undertake any collection efforts as a result of your late payments, you are responsible for all costs we incur in conjunction with such collection efforts.

7. Credit.

Credit may be available for eligible customers. Please contact us for more information about credit availability and a Credit Application.

8. Delivery/Risk of Loss or Delay.

a. Shipping Method. Freight terms are specified at the time Orders are placed. Unless otherwise agreed in writing by Broekhof, Broekhof shall have sole discretion in selecting a method of shipment. You will pay all shipping and handling charges and fees specified during the ordering process.

b. Estimated Delivery Dates. A projected delivery date will be provided to you at the time you place your Order. The projected delivery date is Broekhof's reasonable estimate of delivery timing, based on current and anticipated production and availability of the goods ordered but the delivery time is not guaranteed. Broekhof is not liable for delays in shipments.

c. Risk of Loss. Title and risk of loss pass to you upon our transfer of the products to the carrier; EXW at the designated location of Broekhof.

9. Returns.

No credit or returns will be accepted without Broekhof's prior written authorization, and are subject to any terms specified in that written authorization. You are responsible for all shipping and handling charges on authorized returns.

10. Back Orders.

Broekhof makes every effort to deliver Orders in a single shipment. However, we are entitled to deliver any order in multiple shipments, in our sole discretion. When delivered in multiple shipments, each shipment shall be considered and treated as a separate delivery, and each delivery may be invoiced separately.

11. Custom orders.

a. Submission/Acceptance of Custom Orders. Order requests submitted pursuant to a custom quote are not Orders until accepted by Broekhof. That acceptance may be either by notification to you or by our commencement of work on the merchandise ordered.

b. Overruns/Underruns Acceptable. Due to the nature of manufacturing processes, overruns or underruns can occur. You agree that overruns or underruns of not more than 10% are considered conforming, and will be billed on a pro-rata basis.

c. Proofs as Exemplars Only. Proofs of custom products are generated on a digital ink jet printer. It is a full-color printer which simulates, but is not identical to, pantone colors. As a result, the proofs are only an indication and not a guarantee of the print color or quality of printed product.

12. Warranty and Disclaimer.

a. Warranty. Broekhof warrants that the goods will be delivered to the carrier consistent with the description on the Order Confirmation Email. Broekhof makes no other warranties with respect to the goods. If you were shown any sample(s) during the purchasing process, the sample was used merely to illustrate the general type and quality of the goods and not as a representation or guarantee that the goods would necessarily conform to the sample.

b. Extent of Warranty. The limited warranty extends only to the original purchaser of products, and does not extend to any subsequent or other owner or transferee of the product.

c. Remedy. If a product fails to meet the warranty, Broekhof will, in its sole discretion, either (i) repair or replace such product free of charge, or (ii) refund the purchase price for such product. To make a warranty claim, you must call or email our <<Customer Service Department>>. No warranty service will be provided without an authorization number. These remedies are your sole and exclusive remedies and our sole and exclusive obligation and liability for any breach of this limited warranty.

d. Disclaimer of Warranties. EXCEPT FOR THE WARRANTY EXPRESSLY STATED IN THIS SECTION 12, THE GOODS SOLD TO YOU ARE PURCHASED BY YOU "AS IS". THE WARRANTY IN THIS SECTION 12 IS IN LIEU OF, AND BROEKHOF DISCLAIMS, ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO ALL GOODS.

13. Limitation of Liability.

a. Excluded Damages. BROEKHOF SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND, DIRECT OR INDIRECT, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, ANY OTHER LEGAL THEORY. SUCH EXCLUDED DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, LOSS OF USE OF THE GOODS, OR ANY ASSOCIATED OR PACKAGED PRODUCTS, COST OF CAPITAL, COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, COSTS DUE TO DELAYS, THIRD PARTY CONSEQUENTIAL DAMAGES, AND INJURY TO PROPERTY.

b. Limited Damages. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, BROEKHOF'S MAXIMUM LIABILITY FOR ANY CLAIM OR SERIES OF RELATED CLAIMS IS LIMITED TO THE AMOUNT YOU ACTUALLY PAID (EXCLUDING ANY TAXES, SHIPPING AND HANDLING OR OTHER FEES BEYOND THE COST OF THE PRODUCT) TO BROEKHOF FOR THE AFFECTED GOODS.

c. Exceptions. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

14. Limitation on Actions.

You may not bring any action arising out of any transaction with Broekhof more than one year after the cause of action accrues.

15. Compliance with Laws.

You agree to comply with all applicable laws and regulations of the various states and of the United States.

16. Force Majeure

a. Broekhof will not be responsible for failing to perform due to causes beyond its reasonable control, including but not limited to, failures by Broekhof's suppliers or subcontractors, war, sabotage, riots, civil disobedience, epidemic/pandemic, quarantine restrictions, acts of governments and government agencies, transportation issues (both during the supply to Broekhof and with the delivery to client), production problems, shortage or lack of raw materials labor disputes, accidents, fires, acts of terrorism or natural disasters. Broekhof will perform its obligations within a reasonable time after the cause of the failure has been remedied, and the other party will accept such delayed performance.

b. If a party calls on a force majeure situation which then lasts longer than sixty (60) days, either party may terminate the Order by providing written notice to the other,

provided that you will still be responsible for any non-refundable costs incurred or to be incurred by Broekhof in connection with the relevant Order.

17. Confidentiality.

Neither you nor Broekhof shall at any time disclose any confidential information regarding or in relation to this Agreement, any related matter or the negotiations in relation to this Agreement or the business of the other Party, except:

- a. with the other Party's consent;
- b. to the extent required by applicable law or stock exchange regulations or any order of a court or other governmental entity and, to the extent reasonably possible, after consultation with the other Party about the timing and content of such disclosure;
- c. to professional advisors to the extent necessary for any lawful purpose subject to a confidentiality duty; or
- d. to the extent that the information already was public knowledge at the time of disclosure.

18. Intellectual Property.

You acknowledge and agree that Broekhof is and will remain the sole and exclusive owner of all intellectual property rights in and to each product made available on the Website and sold to you as well as the owner of all intellectual property rights in and to any related specifications, including, but not limited to, all patents, copyrights, trademarks and other intellectual property rights related to the product or the specifications.

19. Right of Inspection.

You have the right to inspect the goods at the time and place of delivery. If there are any problems with your Order, including damage, price discrepancies, or shortage, you must contact Broekhof within:

- a. three (3) business days from receipt of the goods for count discrepancies or shortages;
- b. ten (10) business days from receipt of the goods for quality and/or damage issues.

Your failure to notify Broekhof within the inspection time period shall be deemed a waiver of a claim for defective goods, a waiver of the right to reject the goods, a waiver of a claim to any price discrepancies, and conclusive proof that you received the goods without defect(s).

19. Sizes.

All size references are approximations, and, depending upon the product ordered, actual sizes may vary.

20. Applicable Law, Exclusive Jurisdiction, Venue, and Removal.

These Sales Terms and your Order shall be governed by and construed in accordance with the internal laws of the State of Florida, without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, these Sales Terms or your order, shall be instituted exclusively in the federal courts of the United States or the courts of the State of Florida, in each case located in the County of Miami-Dade. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

21. Default Remedies.

In the event you fail to pay as agreed, Broekhof will be entitled to reimbursement of its attorneys' fees and costs related to any and all collection efforts.

22. Assignment.

You may not assign any of your rights or delegate any of your obligations under these Sales Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 22 is null and void. No assignment or delegation relieves you or any of your obligations under these Sales Terms.

23. No Waivers.

No waiver by Broekhof of any term or condition set out in these Sales Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Broekhof to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

24. Severability.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

25. Third Party Beneficiaries.

These Sales Terms do not and are not intended to confer any rights or remedies upon any person other than you.

26. Changes.

Broekhof reserves the right to change these Sales Terms at any time. Any changes to the Sales Terms will be posted here, and you should review these Sales Terms before any purchase. Your continued use of the Website or your purchase from Broekhof after a posted change will constitute your acceptance of and agreement to such changes. Such changes will not apply to your transactions if you have a written agreement with Broekhof specifying different terms.

24. Notices.

a. To You. We may provide any notice to you under these Sales Terms by either (a) sending an email message to the email address you provided when placing your Order, or (b) by posting on the Website for notices that are related to Broekhof

operations and not specific to your Order. It is your responsibility to ensure we have a current email address on file for you.

b. To Us. To give us notice under these Sales Terms, you must contact us in writing, delivered by a nationally recognized overnight courier service, sent to our <<*Customer Service Department*>>. You may send notice by email, but it must be followed by formal written notice pursuant to this Section 24.

26. Entire Agreement.

These Sales Terms together with the <<*Website Terms of Use*>>, the Order and our <<*Privacy Policy*>> constitute our sole and entire agreement related to your purchase of products from Broekhof.