

MOSQUITNO B.V. STANDARD TERMS AND CONDITIONS OF SALE

1 AGREEMENT

1.1 Any Order and/or Contract originating in accordance with clause 2 hereof, will be on these Standard Terms, subject to any variation in accordance with clause 18.4, and to the exclusion of all other terms and conditions (including, without limitation, any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document, unless such deviating terms are explicitly agreed to by MQN in writing), and no terms or conditions endorsed upon, delivered with or contained in the Customer's purchase order, Customer's confirmation of order, Customer's specification or other document of Customer will form part of the Order and/or Contract.

1.2 MQN may revise these Standard Terms at any time by giving notice to the Customer, and the revised standard terms will be immediately effective for all Orders made after such notice has been given to the Customer.

2 ORDERS

2.1 Each order by the Customer to MQN shall be deemed to be an offer by the Customer to purchase Goods subject to these Standard Terms, until it is accepted by MQN; after acceptance by MQN of the order of Customer, the order will be referred to as Order to which the Customer will be legally bound as defined in clauses 2.4.

2.2 MQN may reject any order for Goods by the Customer and MQN may, without any liability, cancel any accepted Order for Goods at any time before Delivery. In the event that an advance payment is received by MQN, MQN shall return such payment to Customer.

2.3 By placing an order, the Customer acknowledges that it has read, understood, and agreed to be bound by the terms and conditions set forth in these Standard Terms.

2.4 An Order might be followed by a contract to be signed between the parties (after signing to be referred to as Contract), to which these Standard Terms are applicable. In absence of a signed contract (Contract), the confirmation by MQN (the confirmation-order, e-mail, or other format) of the order of Customer will be deemed to form the Contract (also to be referred to as Order), to which these Standard Terms are applicable.

3 PRICES

3.1 Unless otherwise agreed in writing, Goods will be invoiced in accordance with MQN's price lists, applicable at the time of order confirmation, Order or Contract.

3.2 Prices are subject to change without notice.

3.3 GST:

(a) All prices quoted or listed are Ex Works prices, and are exclusive of VAT, duties, governmental fees (all together also referred to as GST) unless expressly indicated otherwise.

(b) All sales, use, import, excise and like taxes, whether foreign or domestic, shall be charged to and borne by Customer. MQN bears no responsibility for any consular fees for legalizing invoices, certificates of origin, stamping bills of lading, or other charges required by the laws of any country of destination, or any fines imposed due to incorrect declarations. If, by reason of any act of government, the cost for MQN to perform its obligations hereunder increase, such increase shall be added to the quoted price.

(c) Payment of GST must be made at the same time as payment is due on the invoice for the Goods and all payments are due in the currency specified in MQN's quote and/or Contract.

4 PAYMENT TERMS

4.1 Goods will be invoiced promptly upon order-confirmation, Order or Contract, or at any other time determined by MQN.

4.2 Payment of goods shall be executed upon invoice and shall be divided in the following instalments:

* 50% payment in advance upon Order/Contract, and
* 50% at either:

a) ExW Delivery of the Goods evidenced by the Certificate of Delivery,

or in case of transport arranged by MQN;

b) any moment so chosen that it results in the receipt, by MQN, of all amounts due, before commencement of transport of the Goods;

The above applies, unless otherwise agreed in writing.

4.3 Payment must be made to MQN without set-off or deduction of any kind.

4.4 All payments payable to MQN under the Order/Contract (in accordance with clause 2.2) shall become due immediately upon cancellation of the Order or termination of the Contract, notwithstanding any other provision.

4.5 Any order(s) placed by Customer, not reaching the minimum quantity of €500,- in the EU, or €2500,- outside the EU, shall, to MQN's sole discretion, either be a) double priced, or b) such order(s) shall be round up to the minimum quantity and corresponding pricing.

4.6 Customer is bound to pay the invoice for the Goods ordered and/or Delivered including the possible additional cost thereto (including but not limited to transport, storage and insurance).

4.7 If the Customer fails to pay an amount on the due date, all amounts Customer then owes to MQN immediately and automatically will become due and payable. MQN will be entitled to charge, and the Customer will pay to MQN, interest according to EURIBOR plus 2,5% with a minimum of 6% interest on all overdue amounts calculated daily from the due date for the payment(s). Each payment received by MQN, however denominated by Customer, will always settle the oldest amounts due and/or payable according to MQN's administration. MQN is entitled to recover all costs from Customer in connection with the collection of the amounts due.

5 DELIVERY TERMS AND CHARGES

5.1 Delivery shall take place Ex Works MQN, unless otherwise agreed between the parties in writing. Handover takes place when possession or control of the Goods passes to the Customer, its agent or carrier, or any person/entity appointed by Customer, at the Customer's premises or any other location agreed between the Customer and MQN.

5.2 In case of Delivery Ex Works the Certificate of Delivery issued by MQN and sent to Customer by mail or other written document (to be evidenced by MQN) shall be conclusive evidence of Delivery Ex Works by MQN. In the event of agreed Delivery under other (Inco-) terms, an FCR document, copy of CMR or Bill of lading, a receipt for the Goods signed on behalf of the Customer or any other official document will be conclusive evidence of Delivery by MQN and/or be evidence of receipt of delivery by Customer.

5.3 Any dates specified by MQN for Delivery of the Goods are intended to be an estimate only. Date of Delivery or delivery shall not be of the essence. MQN shall have no liability for damages arising out of the failure to keep a projected Delivery date, irrespective of the length of the delay. In the event that MQN's performance is delayed by

force majeure, in accordance to the law defined as causes beyond the reasonable control of MQN, the date for MQN's performance shall be extended by the length of the delay, and Customer shall not be entitled to cancel any order on the basis of such delay.

5.4 MQN may make partial Deliveries in any amount it may determine and these Standard Terms shall apply to each partial Delivery as if such part comprised the "Goods" under the Contract/Order.

5.5 The Customer must notify MQN within 7 days of handover of any short fall in or loss or damage to Goods delivered, or it will be deemed to have accepted the Goods and cannot return the Goods in accordance with clause 12.

5.6 If it is agreed that MQN will arrange transport, an administration fee (actual cost, with a minimum of € 75,-) will be added to the actual transport costs. Such extra transport and administration cost will come in addition to the Ex Works price. Transport and administration fees have to be paid by Customer in advance of transport and directly upon invoice issued by MQN.

5.7 If the Customer requests express freight of Goods or any non-standard form of Delivery, the Customer will be responsible for the freight and Delivery costs. In the event that the Customer requests MQN to take care of the transport documents, another fee (actual cost, with a minimum of € 75,-) will be added to the invoice.

5.8 Pursuant to article 4.7 and 6.2, each and every Delivery of Goods by MQN shall take place while reserving the ownership of these Goods until the Customer has paid all outstanding amounts due and all that he is obliged to pay pursuant to the Order or Contract (including these Standard Terms).

5.9 MQN may suspend Delivery and/or delivery of Goods for reason of non-payment of any amounts due and payable, and/or for reason of breach of any of the provisions of these Standard Terms by the Customer. Possible risk and cost as a result of such suspension, such as but not limited to; demurrage, storage risk and fees, shall be for the account of Customer.

5.10 In the event that Customer is unable to accept delivery of Goods when offered for Delivery, MQN may, at its option and subject to direct payment of any amounts invoiced (due and/or to be paid as a result of the requested delay, including advance payment of storage fees), arrange storage of the Goods, whether or not in Customer's name, and Customer shall be liable to MQN for the reasonable cost of such storage and for any damage to the Goods occurring while unloading, loading, or in storage. This provision is without prejudice to any other rights which MQN may have with respect to Customer's failure to take delivery of Goods, which rights include the right to invoice Customer for the Goods.

5.11 In the event that Customer has paid the advance payment, but

1) does not take delivery of the Goods within 3 months after the Certificate of Delivery (ExW) was issued by MQN and sent to Customer, or

2) in case 8 weeks have elapsed from the moment of (other Incoterm) Delivery to Customer (or its agent) while the Customer, in mentioned cases, did not (correctly, timely, completely) pay all the remaining invoice(s) for the Delivery, MQN will to its sole discretion be entitled to either a) store the Goods at risk and cost of Customer, OR b) re-sell the Goods to any third party without consent thereto by Customer.

In latter case the advance payment and any other payments of Customer to MQN (or directly to transporter or shipper or any person or entity assigned by MQN to handle the Goods) will not be refundable and MQN will not be liable in any way for any damage to Customer as a result of the storage and/or re-sale. Customer shall reimburse all damage and/or extra cost to MQN in case the cost of storage and/or loss made for re-sell, at the end

exceeds the total amount of payments already made by Customer.

5.12 In the event that the customer has an (partial) exclusivity right and has paid an advance payment but has failed to place an order within 3 months after the date of payment or has failed to take delivery of the goods, the customer has no right of any reimbursement of the advance payment.

6 RISK & TITLE

6.1 Although MQN will attempt to pack or prepare all Deliveries so that they will not break or deteriorate in shipment, MQN is not responsible or liable for any damage, shortage or loss in transit and claims for any damage, shortage or loss in transit must be made by Customer on the carrier.

6.2 MQN shall bear any and all risks of loss or damage to the Goods prior to Delivery Ex Works. In case MQN arranges transport, then the risk of loss or damage to the Goods will be born according the Incoterm which is agreed between the parties. In case the Customer arranges transport of the Goods and in case MQN arranges transport of the Goods but follows Customer's instructions and uses transporter as chosen by Customer, then Customer shall bear any and all risks of loss or damage to the Goods immediately after release of the Goods by MQN (similar to Ex Works Delivery), notwithstanding any contradiction to the chosen incoterm of Delivery. Without prejudice to the generality of the foregoing, title to the Goods shall remain with MQN and shall not pass to Customer until payment in full for the same has been received by MQN in accordance with article 4.7.

6.3 Customer will obtain a comprehensive general liability insurance including product liability insurance with a minimum insured amount of 1.000.000,- euro with a waiver of subrogation in favour of MQN, as well as a transport insurance in relation to this Order/Contract. Transport insurance will have a minimum insured amount/value of 110% CIF value of the Goods and MQN shall be loss payee in case that second payment under 4.2 b is not received by MQN before commencement of transport. Transport insurance obligation will only be obsolete in the case that Customer has fully paid all outstanding invoices to MQN before: 1) release of the Goods by MQN or 2) commencement of transport of the Goods by Customer.

6.4 Customer shall send certificates of insurances to MQN before release of the Goods by MQN. MQN, its Personnel and other parties present at any fair/business meeting on the invitation of MQN and which invited MQN-party may have concluded the Order/Contract with Customer, will be covered under said insurances, and will be added as an additionally insured party. Such insurances will be taken out and maintained with best rated insurers. As evidence, thereof Consumer will submit a certificate of the insurances or policies to MQN no later than two weeks before release of the Goods. In the event that Consumer fails to provide such certificate of insurance, MQN will be entitled to arrange insurance on its own accord and to recover the costs thereof from Consumer.

7 RECOVERY OF GOODS

7.1 Until title of the Goods has passed to the Customer, the Customer must:

(a) hold the Goods on behalf of MQN, and inform MQN of the address (and inform MQN immediately of any changes therein) of actual storage of all the Goods;

(b) at all times store the Goods (at no cost to MQN) separately from all other goods of the Customer or any third party in such a way that they remain legible and readily identifiable as MQN's property;

(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

(d) maintain the Goods in good condition, insured on MQN's behalf, for the full commercial sales price against all risks to the reasonable satisfaction of MQN. On request the Customer shall produce the policy of insurance to MQN; and

e) not in any way pledge or encumber the Goods or the Order/Contract, nor assign possession of the Goods or the Order/Contract in any way; and

d) Customer is obliged to prevent any claim, seizure and/or demand of any (third) party, and Customer is obliged to inform MQN of any such claim, seizure or demand with regard to the Goods.

7.2 In the event any payment is overdue, in whole or in part, whether or not it is concerning the Goods, MQN or its nominee may (without prejudice to any of its other rights) recover and/or re-sell the Goods and Customer warrants that MQN may, for that purpose, enter the Customer's premises, or any other place where the Goods are stored by the Customer (Customer will assist MQN in such respect), without MQN being liable for any loss or damage caused.

7.3 The Customer grants to MQN an irrevocable license and authority to enter the Customer's premises and grants assistance in entering the premises of third parties where Goods are stored, to recover the Goods, provided that MQN may only recover and resell for its own account sufficient of the Goods to satisfy all the Customer's unpaid liabilities and costs in accordance with clauses 4 and 5 of these Standard Terms. In order to make sure that MQN may enter the premises of third parties where Goods are stored, the Customer shall upfront (in advance of storage) take care for a written and signed land-lord waiver of the owner of the location of storage, which landlord waiver will state that the landlord agrees that Customer and any party delivering goods to Customer, may enter the premises of the landlord in order to pick-up goods at any time. Customer shall handover such signed declaration to MQN, and Customer will be liable for damages resulting from breach of this clause (including damage as a result of faulty, fraudulent or false documentation).

7.4 The Customer may, with prior written approval of MQN, resell the Goods before title has passed to it, solely on the following conditions:

- (a) any sale shall be effected in the ordinary course of the Customer's business at arm's length; and
- (b) any such sale shall be a sale of MQN's property on the Customer's own behalf and risk. The Customer shall remain responsible and liable with regard to the Order/Contract and the Standard Terms to it, and the Customer shall, to the sole discretion of MQN either directly transfer the proceeds to MQN or hold the proceeds on account for MQN.

8 SECURITIES

8.1 If MQN determines that the Order/Contract is or contains a security interest in favor of MQN, the Customer agrees to do anything (such as obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which MQN requests and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; or
- (b) enabling MQN to apply for any registration, or give any notification, in connection with the security interest so that the security interest has the priority required by MQN; or
- (c) enabling MQN to exercise any rights in connection with the security interest.

9 WARRANTIES

Other than as specifically set out in these Standard Terms, all warranties implied by statute or law are excluded to the full extent permitted by law.

10 PRODUCT RECALLS & FORCE MAJEURE

The parties shall be excused for delays in performance or failure of performance (except payment of amounts due) to the extent arising from causes beyond such party's reasonable control, including without limitation; strikes, wars, fires, acts of terror or acts of God, such as floods and earthquakes. In the event of any such event or condition, the party whose performance is excused shall notify the other party as soon as practicable and shall make diligent efforts to perform its obligations at its earliest opportunity.

In the event that any of the Goods are subject to a recall, field safety alert or hazard alert by either (i) MQN or (ii) any governmental agency or regulatory authority, the Customer will take all reasonable steps to assist MQN therewith (including identification of any party to whom the Goods have been supplied by the Customer), and Customer will comply with any reasonable directions given by MQN, in respect of such matter. In the event that the recall is to be seen as a Force Majeure event, Customer shall not be entitled to any reimbursement in connection with the recall.

11 LIABILITIES & INDEMNITIES

11.1 To the extent permitted by law, the liability of MQN towards Customer for a breach of a warranty or condition under this agreement or implied by statute or law about the Goods sold, is at the option of MQN, limited to:

- (a) the replacement of the Goods;
- (b) the supply of equivalent Goods;
- (c) repair of the Goods;
- (d) payment of the cost of replacing the Goods;
- (e) payment of the cost of acquiring equivalent Goods;
- (f) payment of the cost of having the Goods repaired.

11.2 Customer shall indemnify, defend and hold harmless MQN from and against any action, liability, cost or expense (including legal costs or expenses) of whatever nature in respect of Customer's clients and/or (sub-) contractors.

11.3 Notwithstanding anything to the contrary contained elsewhere herein, in no circumstances shall MQN be liable, in contract (Order/Contract), tort (including without limitation negligence or breach of statutory duty) or otherwise howsoever, and whatever the cause thereof,

- (i) for any special, exemplary or incidental or indirect or consequential loss or for damage of any nature whatsoever; or
- (ii) for any loss of profit or loss of business or loss of use or loss of contracts or loss of revenues or loss of anticipated savings; or
- (iii) loss from downtime,

and Customer hereby agrees to indemnify, defend and hold harmless MQN against such losses and costs in connection with the Order/Contract and the Goods and any party's actions or omissions in connection with the Order/Contract and/or the Goods.

11.4 In the event of any claims arising out of an infringement of an intellectual property right in respect of the Goods, MQN's sole obligation under this Order/Contract, at law or otherwise, shall be to endeavour to modify the Good concerned in order to remedy any infringement for which MQN is liable if reasonably possible, provided that:

1. the infringement is towards any intellectual property right published in official European and US public patent records at the effective date of this Order/Contract;
2. the infringement does not arise out of or result from the use of the Good(s) or any modification to the Good(s) undertaken by Customer or any third party; and
3. the infringement does not arise out of or result from any idea, method, process, specification, design, and the like, of Customer.

11.5 Subject to, and notwithstanding the provision under clause 11.1, MQN's total cumulative overall liability, regardless of the kind of liabilities and/or non-performances in Contract/Order, tort (including negligence or breach of statutory duty) or otherwise, shall at all times be limited to an amount equal to 100% (hundred percent) of the Contract Price, and Customer shall indemnify, defend and hold harmless MQN from and against such claims in excess of this percentage/amount.

11.6 For the purposes of the indemnification in favour of MQN in this article, the term MQN is used as a reference individually and collectively for MQN including its affiliated companies, Agents, representatives and assigns of any tier and their respective owners, officers, directors and employees whether hired or employed. The term Customer is used as a reference individually and collectively for Customer including its affiliated companies, other contractors, agents, patrons, representatives and assigns of any tier and their respective owners, officers, directors and employees.

12 RETURNS

12.1 Subject to the fact that no proven material breach of MQN has occurred under this Order/Contract, MQN will not accept return of the Goods, unless parties agree otherwise.

12.2 The Customer may cancel an Order/Contract for delivery/Delivery of Goods only with MQN's prior written consent.

In the event of such an approved cancellation, the Customer shall, whether or not MQN will take delivery of the (returned) Goods, reimburse the greater of:

- all actual cost made by MQN up to, and as a result of, the cancellation of the Order/Contract by Customer, including duties and any possible legal, governmental or other fees, cancellation-fees, and, if applicable, re-stocking fee on Goods returned at a rate of 15% of invoiced cost (to be) incurred by MSQ, and transport costs for return-Delivery DAP MQN premises (or other address as agreed between the parties)

OR

- the following minimum cancellation charges: (i) 20% of Order value if cancelled 10 working-days after order-confirmation, Order/Contract, and (ii) 75% of the order value if cancelled 1 month prior to the original Delivery date.

12.3 In the event of a cancellation without approval, the Customer shall reimburse all actual cost made by MQN up to, as well as cost being a result of, the cancellation of the Order/Contract by Customer, including cancellation-fees (to be) incurred by MSQ, any and all duties and any possible legal, governmental or other fees, cancellation-fees, and, if applicable, re-stocking fee on Goods returned at a rate of 15% of invoiced cost (to be) incurred by MSQ, and transport costs for return-Delivery DAP MQN premises (or other address as agreed between the parties) plus a reasonable profit.

12.4 In the event that parties agree that MQN takes Delivery of returned Goods, the Customer must return (whole) stock unit items, unopened and undamaged packages with original ship units, and in case the agreement contain a re-imbursalment for the returned Goods by MNQ, then under no circumstance shall MQN be obliged to reimburse for the damaged or opened unit

items/Goods. The agreed price shall be proportionally be reduced to the sole discretion of MQN.

12.5 Prior to placement of an order and/or of signing an order-confirmation or a Contract, Customer shall inform itself of local laws and regulations, and reassure that importation, re-sale and use of the Goods is allowed under such laws and regulations. Customer warrants that it is fully knowledgeable concerning the applicable local laws and regulations and whether or not these hinder or impede importation and/or resale or use of the Goods. MQN will in no case be responsible for informing Customer of (local) laws and/or regulations, nor is obliged to take delivery of returned Goods. However, MQN may to its sole discretion take return-delivery of the Goods at a reduced price which price shall be decided by MQN. No formal obligation to take return-delivery shall exist.

13 STORAGE, HANDLING AND USE OF GOODS

13.1 It is the Customer's responsibility:

(a) to ensure that all applicable health and safety regulations and requirements are observed and other appropriate steps are taken in relation to the storage, handling, sale and the use of the Goods, once these are delivered to the Customer; and

(b) where information is supplied to the Customer on potential hazards relating to the Goods, to bring such information to the attention of its Personnel, sub-contractors, visitors and clients.

13.2 Without prejudice to the foregoing, it is the Customer's responsibility to provide safe and suitable facilities for the reception of Goods into storage.

14 COUNTERFEIT GOODS

14.1 The Customer acknowledges there are safety and regulatory concerns in relation to products that are counterfeit, or not approved, or packaged for sale, in accordance with regulations in the country of the Customer. To safeguard the welfare of clients and the reputation of MQN, the Customer warrants it will only purchase MQN's products from MQN or its authorized distributors while the Customer has an active account with MQN.

14.2 The Customer shall not alter, remove or in any way tamper with any of the trade- or other marks or numbers of MQN attached to or placed upon the packaging of the Goods.

15 SINGLE USE PRODUCTS

The Customer acknowledges that a Single-Use Product may be used once only and no right or license is conveyed with respect to such Single-Use Products beyond the right to use the products once and only once.

16 CONFIDENTIALITY & INTELLECTUAL PROPERTY

16.1 The Customer is not permitted to use any of MQN's or its Affiliates' intellectual property for any purpose without MQN's or any of its Affiliates' prior written consent.

16.2 Customer undertakes that all disclosures like but not limited to; documents, studies, drawings, concepts, models, samples, inventions, specifications, patterns, know-how, intellectual property, commercial information and (bio-)technical information furnished by MQN and relating to the design or to the manufacturing of the Goods, its composition and/or structure, or relating to processes or services quoted or provided by MQN, as well as information furnished by MQN relating to the prices of such Goods or commodities therein, and other services (collectively "Confidential Information") shall remain the sole property of MQN and is submitted in confidence upon the condition that:

- a) all Confidential Information shall promptly be returned to MQN upon request;
- b) Customer shall not use the Confidential Information, in whole or in part, for any purpose other than the performance of this Order/Contract; and
- c) Customer shall not disclose or furnish the Confidential Information, in whole or in part, to any third party, unless the Confidential Information
 - (i) enters the public domain without breach hereof by the Customer,
 - (ii) is used or disclosed with the prior written approval of MQN, or
 - (iii) is obliged to be produced under Work Order of a court of competent jurisdiction.

The Customer agrees that the losses occurring from breach of confidentiality are not considered an indirect or consequential loss; also that compensation for damages alone may not be sufficient to limit or prevent the harm suffered by MQN and that MQN is entitled to injunctive relief.

16.3 MQN shall at all times remain the owner of all intellectual property rights relating to the Confidential Information. All rights, title to and interest in Confidential Information or other concepts made by MQN during and/or as a result of the performance of this Order/Contract, shall belong to MQN and MQN shall have the sole right to file applications for patents, copyrights, trademarks or other intellectual property rights.

16.4 Parties acknowledge and agree:

16.4.1 that all information given (in whatever form) by MQN to Customer prior to the Order or Contract is Confidential Information and is subject to this clause 16;

16.4.2 that if the Confidential Information might contain separate elements, which are in themselves and independent from each other generally known, such shall not affect the confidential nature of the Confidential and/or Proprietor Information as a whole and its interrelated elements;

16.4.3 to keep confidentiality of any and all Confidential Information and not to make it available to any third party, even not under a secrecy Contract however named;

16.4.4 not to exploit the Confidential Information commercially;

16.4.5 not to use the Confidential Information received, for acquiring any intellectual property rights;

16.4.6 That Customer refrains from decomposing, analysing, anatomizing and the like (part of) the Goods for any reason, including, without limitation, reason to:

- commercial exploitation of the Confidential Information; or
- copying of (part(s) of) the Goods; or
- (re-)production of (part of) the Goods or similar goods for whatever reason.

16.4.7 This Order/Contract shall not be construed as:

- a grant of any intellectual property right; or
- a claim to any intellectual property right; or
- license to an intellectual property right; or
- license to use in any way the Confidential

Information;

or any other grant.

16.5 Customer shall at all times refrain from conducting activities anywhere in the world in order to accrue intellectual property rights concerning, containing or using the Confidential Information.

16.6 MQN is and remains the rightful owner of its brand, name and trademark. In case Customer uses or has used the MQN brand, name or trademark for (on-line) commercial purposes (email addresses, Facebook, Instagram, WhatsApp and/or any other existing or future social media format), Customer is obliged to, promptly upon request of MQN:

1) handover any and all rights of such (on-line) registration (of whatever kind) to MQN, and/or

2) have the MQN brand, name and/or trademark removed from the account (of whatever kind and however named), and/or

3) close the account, or whatever kind of (on-line) registration is used.

Failure to immediately follow suit on such request of MQN, shall lead to an immediate breach of Order/Contract and subsequent obligation of Customer to pay to MQN a directly payable penalty of € 10.000,- (in words: ten thousand euro) and, cumulative, to indemnify MQN for any damages as a result of such breach of Order/Contract.

Said penalty does not waive or reduce any rights of MQN to claim damages, whether or not direct or indirect costs exceed the penalty amount.

16.7 In case the Customer applies for any form of MQN-product (biocidal) registration, MQN is the rightful owner of such application and of any direct and indirect rights connected to the registration. Customer is obliged to handover all rights of such registration(s) to MQN at first request of MQN to Customer.

Failure to immediately follow suit on such request of MQN, shall lead to an immediate breach of Order/Contract and subsequent obligation of Customer to pay to MQN a directly payable penalty of € 10.000,- (in words: ten thousand euro) and, cumulative, to indemnify MQN for any damages as a result of such breach of Order/Contract.

Said penalty does not waive or reduce any rights of MQN to claim damages, whether or not direct or indirect costs exceed the penalty amount. MQN may at its sole discretion decide to reimburse Customer for cost related to product-registration.

17 DISPUTE RESOLUTION

17.1 The Parties agree that this Contract is deemed to have been executed and subject to, enforceable and construed by the laws of The Netherlands.

17.2 If a dispute arises between the parties in connection with the Order/Contract, the parties undertake in good faith to use all reasonable endeavors to settle the dispute by way of good faith negotiation (including escalating the dispute to executive level).

17.3 Any dispute arising out of or in connection with this Order/Contract which cannot be settled amicably by the parties, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The language of the arbitration shall be English. The place of arbitration shall be Roermond, The Netherlands.

18 GENERAL

18.1 Notices, consents and other communications in connection with the Order/Contract must be in "writing" and hand-delivered or sent by pre-paid post to the other party's representative identified in the Order/Contract. Notices take effect as follows:

- (a) hand-delivery – at the time the delivery is made; and
- (b) notices sent by pre-paid post – one Business Day after posting.

18.2 The Customer shall not be entitled to assign the Order/Contract or any part of it without the prior written consent of MQN.

18.3 The relationship between the parties is not one of exclusivity, unless agreed in writing between the parties otherwise.

18.4 Subject to clause 1.2, the terms of these Standard Terms may only be amended by agreement between the parties, in writing. Any variation to these Standard Terms or representations about the Goods which do not satisfy this clause 18 shall have no effect. A waiver of rights under this agreement shall only be effective if Notice is given to the other party in accordance with this clause 18.

18.5 MQN may exercise a right or remedy in any way MQN considers appropriate. No delay or failure by MQN to exercise any right under the Order/Contract, and no partial

or single exercise of that right or remedy, shall constitute a waiver of that or any other right or remedy, unless expressly agreed to by MQN in writing.

18.6 Any term of these Standard Terms and the Order/Contract survives the expiry, cancellation or termination of the Order/Contract if required to give effect to it.

18.7 If the whole or any part of a provision of these Standard Terms is void, unenforceable or illegal in a jurisdiction, it is severed for that jurisdiction. The remainder of these Standard Terms has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these Standard Terms or is contrary to public policy.

18.8 Nothing contained or implied in these Standard Terms, the Order, or the Contract, will create a joint venture, partnership or principal and agency relationship between the parties, and neither party will represent that it is the joint venture, the partner, principal or the agent of the other party and neither party will have power to bind or obligate the other party in any manner whatsoever.

18.9 No rule of construction applies to the disadvantage of the party responsible for the preparation of these Standard Terms.

18.10 Neither party needs to give any notice (including a notice of a verification statement) unless the notice is required by the law and cannot be excluded.

18.11 A reference to a person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking over by novation) and assigns.

18.12 All headings in these Standard Terms are for reference purposes only and do not define, limit or in any way affect the meaning or interpretation of these Standard Terms.

18.13 A reference to any legislation or to any provision of any legislation includes any modification or re-enactment of it, any legislative provision substituted for it and all regulations and statutory instruments issued under it.

18.14 If a period of time dates from a given day or the day of an act or event, it is to be calculated exclusive of that day.

18.15 Terms like "include" (in all its parts, tense and variance) is not used as, nor is it intended to be interpreted as, a word of limitation, and the words "including", "for example" or "such as", do not limit what else is included.

19 DEFINITIONS & INTERPRETATION

In these Standard Terms and Conditions of Sales the following words have the following meaning:

"Confidential Information" means all confidential, non-public or proprietary information, regardless of how the information is stored or delivered, exchanged between the parties relating to MQN's business, technology or other affairs and includes the Contract and any pricing arrangements or discounts discussed or agreed by the parties.

"Contract" means the contract for the supply of Goods between MQN and the Customer on these Standard Terms formed in accordance with clause 2.4.

"Contract Price" means the price to be paid for the supply of Goods and the additional services (like but not limited to; transport and administration fees), all as agreed on these Standard Terms. Order price shall have the same meaning as Contract Price.

"Customer" means the natural or legal person(s) purchasing the Goods from MQN.

"Delivery" means delivery of goods according to INCO terms 2010. The exact INCO term shall be agreed by the parties before order-confirmation, in absence whereof Delivery shall take place according to the term Ex Works (location to be determined by MQN).

"Goods" means any goods to be supplied to the Customer by MQN as agreed in the Order or Contract.

"MQN" means MosquitNo B.V. and/or MosquitNo Asia Ltd., or any affiliate (Affiliate) thereof.

"Order" means a request (an order) by the Customer to purchase Goods from MQN, and which order is accepted by MSQ in any form of order-confirmation.

"Personnel" of a party includes any employee, servant, agent, officer or director of that party and/or its affiliate, subsidiary and successor.

"Single-Use Product" means any product sold by MQN that is labelled "For Single Use" or "Single Use Only" or "Not For Re-Use" or with similar language, indicating that the product is intended to be used once only.

"Standard Terms" means the terms and conditions set out in this document.

"Person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association, or any government agency.