

Fromanteel B.V.

GENERAL TERMS AND CONDITIONS ONLINE STORE

Version 1.1

Article 1 Definitions

In these General Terms and Conditions the following definitions are applicable:

Consideration time: the term during which the buyer can execute the right of withdrawal.

Buyer: the consumer, the natural person not dealing on behalf of a company or profession and who comes to a distance agreement with Fromanteel B.V..

Day: calendar day

A length transaction: a distance agreement related to a series of products and services of which the delivery obligation and the purchasing are spread over a period of time.

Durable Medium: any instrument which enables the recipient or Fromanteel B.V. to store information addressed personally to them in a way accessible to future reference for a period of time adequate to the purpose of the information and which allows the unchanged reproduction of the information stored.

Fromanteel B.V., the user of these general terms and conditions and the corporation who offers distance products to buyers.

Distance Agreement: an agreement based on a corporate organized system of distance sales of products and services including the closing of an agreement using one or more techniques of distant communication.

General Terms and Conditions: the general terms and conditions as used by Fromanteel B.V.

Return form: the return form that Fromanteel B.V. provides that can be used by a buyer when it wishes to exercise its' right of withdrawal. The return form can be found here.

Right of Withdrawal: the possibility for the buyer to terminate the distance agreement within the consideration term.

Technique of distant Communication: a means that can be used to close an agreement without the buyer and Fromanteel B.V. have gathered together in the same place and at the same time.

Article 2 Corporate Identity/Entrepreneur

Fromanteel B.V.;

Keizersgracht 241, Amsterdam;

Phone number: +31 (0) 20 8200 930 (Mon. - Fri. from 09.00 till 17.30);

E-mail: info@fromanteel.nl;

Chamber of commerce number: 56831064;

VAT identification number: NL852322021B01.

Article 3 Relevance

These general terms and conditions apply to any offer of Fromanteel B.V. and to every finalized distance agreement between entrepreneur and buyer.

Before the distance agreement is concluded, the text of the general terms and conditions is being made available to the buyer. If this is reasonably not possible that before the distance agreement is concluded, it will be indicated that the general terms and conditions can be seen at Fromanteel B.V. and on request of the buyer these general terms and conditions shall be sent to the buyer as soon as possible without extra costs.

If the distance agreement is concluded electronically, notwithstanding the previous article and before the distance agreement is concluded, the text of the general terms and conditions can be made available electronically to the buyer in such a way that the text can be saved in a simple way on a durable medium. If this is reasonably not possible that before the distance agreement is concluded it will be indicated where the buyer can find the general terms and conditions electronically and that these conditions/terms at the buyer's

request will be sent electronically or otherwise to the buyer without extra cost.

For the case that besides these general terms and conditions, specific product and service conditions are also applicable, the second and third article are mutatis and in case of conflicting conditions the buyer can appeal on the relevant conditions which are the most favorable for the buyer.

If one or more provisions in these general terms and conditions are at any moment declared wholly or partially void or are nullified, then the agreement and the other provisions of the general terms and conditions will remain in force and the relevant provision will, after mutual agreement, immediately be replaced by a provision that approaches the scope of the original as much as possible.

Situations that are not governed by these general terms and conditions will have to be assessed consistent with the spirit of these general terms and conditions.

Uncertainties regarding the explanation of one or more provisions of these general terms and conditions shall be explained consistent with the spirit of these general terms and conditions.

Article 4 The Offer

If an offer has a limited validity or has other specifications, this will be emphatically mentioned.

The offer is non-binding. Fromanteel B.V. is entitled to change and amend the offer.

The offer contains a complete and accurate description of the offered products and services. The description is sufficiently detailed to enable a proper buyer's assessment of the products/services. The images used by Fromanteel B.V. are true representations of the products and services. Obvious mistakes and errors do not bind Fromanteel B.V.

All images, specifications and details in the offer are indications and cannot be a cause for compensation or the termination of the agreement.

The images of the products as depicted on the website are truthful representations of the products offered. Fromanteel B.V. cannot guarantee that the depicted colors exact match the real colors of the products.

Each offer contains such information that it is clear for the buyer which rights and obligations are related to the offer when it is accepted by the buyer. This concerns in particular:

- Price inclusive taxes;
- Possible costs of delivery;
- The manner in which the agreement has been concluded and the necessary signatures;
- Whether to apply the right of withdrawal;
- The method of payment, delivery and performance of the contract;
- The deadline for accepting the offer or the period within which Fromanteel B.V. guarantees the price;
- The level of the rate for distance communication if the costs for the usage of the technology for distance communication are calculated on another ground than the regular fare for communication;
- If the agreement after the conclusion is archived and if so how to consult it for the buyer;
- The manner in which the buyer, before concluding the agreement, can check and if necessary also restore the information provided by hem under the agreement;
- Any other languages, including Dutch, for the agreement;
- The codes of conduct to which Fromanteel B.V. is subject and the manner in which the buyer can consult electronically the codes of conduct;
- The minimum duration of the distance agreement in the event of a length transaction.

Article 5 The Agreement

The agreement is finalized, subject to the provisions in paragraph 4, at the moment the buyer accepts the offer and meets the conditions.

If the buyer has accepted electronically the offer, Fromanteel B.V. immediately confirms electronically that he has received the acceptance of the offer. As long as Fromanteel B.V. has not confirmed the acceptance, the buyer can terminate the agreement.

If the agreement is concluded electronically, Fromanteel B.V. will take appropriate technical and organizational measures to protect the electronic

data transfer and that he will ensure a safe web environment. If the buyer can pay electronically, Fromanteel B.V. will observe the necessary security measures.

Fromanteel B.V. can notify or check, within the legal framework, if the buyer can meet the payment obligations, and also check all important facts and factors, which are needed to finalize a sound distance agreement. If Fromanteel B.V. based on research, has good reasons not to conclude the agreement then he is entitled to motivate and to refuse an order/ request or he can connect special conditions to the execution of the offer.

Fromanteel B.V. shall send the following information with the products or services, written or in such a manner that the buyer can store in an accessible way the data on a durable medium:

- The address of the company for the buyer to file complaints;
- The conditions and the way how the buyer can execute the right of withdrawal and a clear indication related to the exclusion of the right of withdrawal;
- Information about after sales guarantees and services;
- Article 4 paragraph 3 unless Fromanteel B.V. has already sent this information before the execution of the agreement;
- The requirements for termination of the agreement if the agreement has a duration of one year or more or of if it has an indefinite duration;
- Every agreement will be entered into under the suspensive condition of sufficient availability of the products concerned.

Article 6 Right of Withdrawal

Fromanteel B.V. offers the buyer the possibility to return its purchase within 30 days. This term starts on the day after the buyer receives the product or a pre-designated representative by the buyer made known to Fromanteel B.V.

During the cooling off period the buyer shall treat the product and the package carefully. He shall unpack or use the product only to that extent to as far as it is necessary to judge if he wishes to keep the product. If he does want to execute the right of withdrawal, he shall return the product with all accessories and -if reasonably possible- in the original conditioning and packaging to Fromanteel B.V., in accordance with the provided reasonable and clear instructions of Fromanteel B.V.

If the buyer wishes to use its' right of withdrawal, the buyer is obliged to notify Fromanteel B.V. hereof within 30 days after the receipt of the product.

The notification by the buyer has to be done through the return form. After the buyer has expressed that it wishes to use its' right of withdrawal, the buyer shall send the product back to Fromanteel B.V. within 30 days after the notification. The buyer must prove that the product is returned on time, for example through a proof of shipment.

If the buyer has not, within the terms as mentioned above under article 6.2 and 6.3, notified Fromanteel B.V. that it wishes to use its' right of withdrawal resp. has not returned the product to Fromanteel B.V., the purchase is established.

Article 7 Withdrawal Costs

If the buyer executes the right of withdrawal, he will have to pay no more than the costs of returning the product.

If the buyer has made a payment, Fromanteel B.V. shall pay back this amount as soon as possible but no later than within 14 days after the repeal or after the return shipment. This only under the condition that the product already has been received by Fromanteel B.V. or conclusive evidence of the complete return shipping can be submitted.

Please note: An exception of the Withdrawal Costs is made for special 'made-to-order' projects, such as the Fromanteel Flipper 111 (2016-2017) project; herein lays the right of Withdrawal of payment until October 31 2016, after this date the right of Withdrawal (temporarily) cease to exist, due to the manufacturing of the product.

An exception of the Withdrawal Costs is made for special 'made-to-order' projects, such as the Fromanteel GMT-298 (2016-2017) project; herein lays the right of Withdrawal of payment until December 30 2016, after this date the right of Withdrawal (temporarily) cease to exist, due to the manufacturing of the product.

An exception of the Withdrawal Costs is made for special 'made-to-order' projects, such as the Fromanteel Tulip 64 GMT project; herein lays the right of Withdrawal of payment until April 22nd 2017, after this date the right of Withdrawal (temporarily) cease to exist, due to the manufacturing of the product.

Buyers can appeal to the Right of Withdrawal within 30 days after the receipt of the product in summer/spring of 2017, conform Article 6 of this document.

Article 8 Exclusion Right of Withdrawal

Fromanteel B.V. can exclude the right of withdrawal of the buyer for as far as foreseen in paragraph 2 and 3. The exclusion of the right of withdrawal applies only if Fromanteel B.V. has clearly mentioned this at least in time before the conclusion of the agreement.

Exclusion of the right of withdrawal is only possible for the following products:

- Which are established by Fromanteel B.V. according to specifications of the buyer;
- That they are clearly personal in nature;
- Which cannot be returned because of their nature;
- Whose price is bound to fluctuation on the financial market which Fromanteel B.V. has no influence;
- For audio and video recordings and computer software of which the buyer has broken the seal.

Exclusion of the right of withdrawal is only possible for the following services:

- a) Concerning lodging, transport, restaurants or to spend leisure on a certain date or during a certain period;
- b) Whose delivery has begun with the express consent of the buyer before the consideration period has expired;
- c) Concerning betting and lotteries.

Article 9 Pricing

During the validity period mentioned in the offer, the prices of the offered products and services shall not be raised save for price changes due to changing VAT rates.

Notwithstanding the previous paragraph Fromanteel B.V. can offer products and services with variable prices when these prices are subject to fluctuations on the financial market and where Fromanteel B.V. has no influence. This bondage to fluctuations and the fact that the mentioned prices are target prices will be mentioned with the offer.

Price increases within 3 months after the conclusion of the agreement are only permitted only if they are the result of legal regulations or provisions.

Price increases from 3 months after the conclusion of the agreement only if Fromanteel B.V. has stipulated this and:

- These are the result of legal regulations or provisions; or
- The buyer has the competence to terminate the agreement from the day the price increase takes effect.

The in the offer mentioned prices include VAT.

All prices are with reservation of press- and printing errors. For the consequences of press - and printing errors no liability is accepted. In the case of press - and printing errors the employer is not obliged to deliver the product as the erroneous price.

Article 10 Conformity and Guarantees

Fromanteel B.V. ensures that the products and services measure up to the agreement, ensures the in the offer mentioned specifications, ensures reasonable requirements, soundness and or usefulness and ensures on the date of the establishment the existing legal provisions and/or government regulations. If agreed Fromanteel B.V. also ensures that the product is suitable for other than normal use.

A guarantee provided by Fromanteel B.V., manufacturer or importer does nothing to alter the rights and claims which the buyer under the agreement can put forward against Fromanteel B.V.

Any defects of wrongly delivered products will have to be notified in writing to Fromanteel B.V. within 30 (thirty) days after delivery. The products will have to be returned in their original packaging and in mint condition.

The guarantee period as provided by Fromanteel B.V. shall correspond with the manufacturer's guarantee period. Fromanteel B.V. however is never responsible for the ultimate suitability of the products for each individual application by the buyer, nor for any advice as to the use or application of the products.

The guarantee does not apply when:

- The buyer has repaired and/ or adapted the delivered products himself or had a third party repair and/ or adapt the product;
- The delivered products have been exposed to abnormal conditions or otherwise have been handled careless or have been handled contrary to the instructions of Fromanteel B.V. or packaging;

- The imperfection is the result of visible wear and/ or use of the product. This at the discretion of the professionals of Fromanteel B.V.;
- The imperfection as a whole has occurred due to regulations set by the government regarding the quality of the used materials.

Article 11 Delivery and Execution

Fromanteel B.V. shall observe in utmost care the reception and execution of orders of products and when assessing applications for services.

The address that has been made known by the buyer to Fromanteel B.V. is considered to be the delivery place.

Taking into account what is stated in article 4 of the general terms and conditions , Fromanteel B.V. shall execute the accepted orders expeditiously but not later than within 30 days unless a longer period has been agreed. If the delivery is delayed or if a delivery cannot or partially be executed, the buyer is notified about this no later than 30 days after he placed the order. In that case the buyer has the right to terminate the agreement without any further cost and he is entitled to compensation.

All terms for delivery are indications. Fromanteel B.V. will endeavour to meet the terms for delivery as indicated. The buyer cannot, however, derive any rights to any mentioned terms. The exceeding of a delivery term does not entitle the buyer to any form of compensation.

In the event of termination in accordance with the previous paragraph Fromanteel B.V. shall pay back the amount that the buyer has paid as soon as possible but no later than 30 days after the termination.

If the delivery of an ordered product appears to be impossible, Fromanteel B.V. shall strive to make available a replacement product. At least before the delivery it will be mentioned in a clear and understandable manner that a replacement product will be delivered. The right of withdrawal cannot be ruled out with regard to replacement products. The costs of a possible return shipment come at the expense of Fromanteel B.V.

The risk of damage and/or loss of products rest with Fromanteel B.V. until the moment of delivery at the buyer or a pre-designated and an announced representative to Fromanteel B.V., unless otherwise expressly agreed. If you receive a damaged product, you should report this by email within three days. You can send this email to: info@fromanteel.nl

Article 12 Payments

Unless otherwise agreed, the amounts due have to be met by the buyer within 7 days after receipt of the product. In case of an agreement to provide a service the cooling off period starts after the buyer has received the confirmation of the agreement.

The buyer has the duty to notify Fromanteel B.V. about inaccuracies in the payment details.

In case of default by the buyer Fromanteel B.V. has, subject to legal restrictions, the right to charge the reasonable costs, which are made, known to the buyer in advance.

Article 13 Complaints

Fromanteel B.V. features a sufficiently publicized complaints procedure and handles the complaint according to this complaints procedure.

Complaints about the execution of the agreement must be submitted fully and clearly to Fromanteel B.V. within 7 (seven) days after the buyer has observed the defects.

The complaints submitted to Fromanteel B.V. will be answered within a period of 14 (fourteen) days from the day of receipt. If a complaint has a foreseeable longer processing time, Fromanteel B.V. will answer within 14 (fourteen) days an acknowledgement and an indication when the buyer will receive a more detailed answer.

A complaint does not suspend the obligations from Fromanteel B.V., unless Fromanteel B.V. has indicated differently in writing.

If Fromanteel B.V. upholds a complaint, Fromanteel B.V. shall at its option decide whether the products shall be free of charge, excluding the shipping costs, replaced or repaired.

Article 14 Disputes

Dutch law exclusively applies to agreements between entrepreneur and buyer whereupon these general terms and conditions are related to. The Vienna Sales Convention does not apply.

Article 15 Additional and Different Provisions

For the explanation and understanding of the provisions as included in these general terms and conditions, the Dutch version of these general terms and conditions is leading.

Also in case this version of the general terms and conditions differs substantively from the Dutch version of the general terms and conditions, then the provisions as included in the Dutch version shall prevail.

Additional or different provisions compared to the General terms and conditions may not be to the prejudice of the buyer and should be recorded in writing in such a manner that the buyer can save these in an accessible way on a durable medium.

TERMS AND CONDITIONS OF USE

Use of this website is subject to the following terms and conditions ("Terms"). FROMANTEEL may revise these Terms from time to time by updating this posting, with the revised Terms taking effect for all Users of this website ("Users") as of the date stated on the posting. Consequently, Users should consult the Terms regularly.

Please read these Terms carefully before using the FROMANTEEL website. Users expressly acknowledge that they are aware of these Terms and have had access to the same upon entering the FROMANTEEL website.

Consequently, by using the FROMANTEEL website, Users signify their consent and agreement with these Terms. If User does not agree with these Terms, then User is not authorized to continue consultation and access of the website.

USE OF MATERIALS ON THIS WEBSITE

FROMANTEEL has created this website to provide information about its company and products for Users' personal use. Users may download one (1) computer copy or print one (1) copy of the material on this website for their own non-commercial, educational, private or domestic use only, provided that proprietary notices, in particular intellectual property notices such as copyright©, trademark TM are preserved intact and are not modified, deleted or changed. Unless otherwise stated, Users should assume that everything they see or read on the FROMANTEEL website (such as images, photographs, including any person represented in the photographs, illustrations, icons, pictograms, texts, video clips, written and other materials)

("FROMANTEEL material") is protected by legislation such as copyright, designs and trademark legislation and under international treaty provisions and national laws worldwide.

Users are not authorized to sell, reproduce, distribute, modify, display, publicly perform, report or otherwise prepare derivative or second-hand works based on FROMANTEEL material, or use FROMANTEEL material in any way for public or commercial purposes of any kind. Furthermore, FROMANTEEL material may not be displayed or communicated on any other websites, in a networked computer environment or other digital support for any purpose whatsoever. In the event of breach of any of these Terms, Users' permission to use FROMANTEEL material will automatically terminate and any copies made of FROMANTEEL material must be immediately destroyed. Any unauthorized use of FROMANTEEL material may infringe copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

TRADEMARK NOTICE

In general, all trademarks, logos and service marks (collectively the "Trademarks") that appear on this FROMANTEEL website are registered, unregistered or otherwise protected FROMANTEEL trademarks or are licensed for use by FROMANTEEL by third parties. Other trademarks are proprietary marks and are registered to their respective owners. Nothing contained on the FROMANTEEL website should be construed as granting, by implication or otherwise, any license or right to use any trademark displayed on this FROMANTEEL website without FROMANTEEL's prior written permission or that of such third party who owns the trademark. Misuse of any trademark displayed on the FROMANTEEL website, or any other content on the FROMANTEEL website, except as provided herein, is strictly prohibited.

COPYRIGHT NOTICE

All contents of this FROMANTEEL website are either Copyright (© FROMANTEEL) or are licensed for use by FROMANTEEL. All rights reserved. Please refer to the section of these Terms on "Use of materials on this FROMANTEEL website" above.

COOKIES

In order to provide certain services we use cookies. These are small text files that the web site transfers to a web site user's browser for added functionality or for tracking web site usage. We use session cookies. These are saved to the browser only and disappear when the browser is closed. We use permanent cookies when you choose your preferences in order to track these

preferences and provide you with customized content. These cookies are retained on your computer. You can reject cookies using your browser preferences or settings. Should you require help, please look for the information in your browser "Help". Please note that by deactivating cookies, we may not be able to provide the services requested or you may have to re-register each time you visit the web site.

FROMANTEEL uses Google Analytics on this website, a web analytics service provided by Google, Inc. ("Google"). Google Analytics uses "cookies", which are text files placed on your computer to help the website analyze how users use the site. The information generated by the cookie about your use of the website (including your IP address) will be transmitted to and stored by Google on servers in the United States, a country that does not have an adequate level of data protection within the meaning of Swiss and European Data Protection laws. Google is however certified under the Safe Harbor framework and adheres to the respective principles (see <http://www.export.gov/safehrbr/companyinfo.aspx?id=8321>). Google will use this information for the purpose of evaluating your use of the website, compiling reports on website activity for website operators and providing other services relating to website activity and Internet usage. Google may also transfer this information to third parties where required to do so by law, or where such third parties process the information on Google's behalf. Google will not associate your IP address with any other data held by Google. You may refuse the use of cookies by selecting the appropriate settings on your browser, however, please note that if you do this you may not be able to use the full functionality of this website. By using this website, you consent to the processing of data about you to, and the processing of data about you by, Google in the manner and for the purposes and within the limits set out above.

USERS' SUBMISSIONS

Any unsolicited communication or material Users transmit to FROMANTEEL via the website, by electronic mail or otherwise, excluding Users' personal details, including, but not limited to, any data, questions or answers, comments, suggestions or the like will be treated as non-confidential and non-proprietary by FROMANTEEL. By sending communications to FROMANTEEL, Users automatically grant FROMANTEEL a worldwide, royalty-free, perpetual, irrevocable, non-exclusive license to use, reproduce, modify, publish, edit, translate, distribute, perform and display such communication(s) and materials alone, or as a part of other works in any form, media, or technology whether now known or hereafter developed, and to sublicense such rights to anyone. Anything Users transmit may be used by

FROMANTEEL and its affiliated companies for any purpose, including, but not limited to reproduction, disclosure, transmission, publication, broadcast and posting, developing, manufacturing and marketing products using such information.

Furthermore, FROMANTEEL enjoys a worldwide reputation for both the design and manufacture of high-quality watches. To this end, it possesses its own sources of creativity, in particular highly skilled teams of designers who conceive and perfect FROMANTEEL's creations. As a result, FROMANTEEL cannot agree to or accept being the receiver of unsolicited proposals of collaboration. Indeed, it is conceivable that FROMANTEEL may already be working on similar ideas and /or creations. Consequently, Users are advised that FROMANTEEL is not interested in receiving ideas or other proposals relating to creations they may wish to submit.

FROMANTEEL FACEBOOK PAGES

Please see the Facebook Pages Terms and Conditions, which are hereby incorporated into these Terms and Conditions.

NOTE TO CHILDREN

Children who are under age (minors), especially those under the age of 13, should not send any information about themselves or their friends and should not register for any of the FROMANTEEL online services, nor should they make requests to receive further information from FROMANTEEL by clicking consent or request buttons on the website. Should we discover or be informed that a child has registered his/her or another child's personal details; we will delete such information from our records.

NOTE TO PARENTS

FROMANTEEL will not intentionally collect personally identifiable information from children under age. If you, as a parent or legal guardian are concerned that your child has registered for one of our services, wish to cancel your child's registration and have all details deleted, please write to us at the address below providing official documents proving parental or guardian status:

FROMANTEEL Keizersgracht 241, 1016 EA Amsterdam, The Netherlands.

USE OF PERSONAL INFORMATION, PRIVACY STATEMENT

Any requests relating to your Personal Information as well as any request to cancel your registration for services offered by FROMANTEEL can write to us at the following address:

FROMANTEEL Keizersgracht 241, 1016 EA Amsterdam, The Netherlands.

Requests for information made by telephone may be recorded for quality control and to ensure the accuracy of your Personal Information.

From time to time, FROMANTEEL may amend the FROMANTEEL Privacy statement in accordance with modified legislative obligations and FROMANTEEL's business objectives.

DISCLAIMER

The information on the FROMANTEEL website is intended for general information purposes only. FROMANTEEL tries to ensure that the information provided is accurate and complete. However, FROMANTEEL does not assert or guarantee that FROMANTEEL material is accurate, error-free or reliable or that use of FROMANTEEL material will not infringe rights of third parties. Use of the FROMANTEEL website is at Users' risk.

FROMANTEEL does not guarantee that the functional and/or technical aspects of the FROMANTEEL website or the FROMANTEEL material will be error-free or that this FROMANTEEL website, FROMANTEEL material or the server that makes it available are free of viruses or other harmful components. If use of this FROMANTEEL website, or FROMANTEEL material results in the need for servicing or replacing property, material, equipment or data, FROMANTEEL is not responsible for those costs. Without limiting the foregoing, everything on the FROMANTEEL website is provided to Users "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE AND SKILL, OR NON-INFRINGEMENT OF RIGHTS. FROMANTEEL and its suppliers make no warranties about the FROMANTEEL material, software text, downloads, graphics, and links, or about results to be obtained from using the FROMANTEEL website. Please note that some jurisdictions may not allow the exclusion of implied warranties, consequently some of the above exclusions may not apply.

LINKS AND LINKING

Links to other websites operated by third parties not affiliated to FROMANTEEL may be indicated on the FROMANTEEL website. The inclusion of any link to such third party sites does not imply endorsement by FROMANTEEL of those sites. FROMANTEEL has not reviewed all of the sites

linked to its website and is not responsible for the content or accuracy of any off-site pages or any other sites linked to this FROMANTEEL website. Linking to any other off-site pages or third sites is at Users' own risk.

FROMANTEEL does not authorize linking to its website from a third party website without its express prior written authorization.

TERMINATION

Users agree that FROMANTEEL may terminate Users' access to and use of the FROMANTEEL website without notifying them, if FROMANTEEL reasonably believes that Users have violated or acted inconsistently with the letter or spirit of this Agreement, or violated the rights of FROMANTEEL or any third party. Users agree that FROMANTEEL may modify or discontinue this FROMANTEEL website, with or without notice to them. Users agree that FROMANTEEL will not be liable to them or any third party as a result of such modification or discontinuation. The provisions entitled "Disclaimer," "No Warranties, Limitation of liability," and "General provisions" will survive termination of these Terms.

NO WARRANTIES, LIMITATION OF LIABILITY

The information on the website is intended for general information purposes only. FROMANTEEL uses all commercially reasonable efforts to ensure that the information provided is accurate and complete. However, FROMANTEEL does not warrant or represent that FROMANTEEL's Material is accurate, complete, error-free or reliable or that use of FROMANTEEL's Material will not infringe rights of third parties. FROMANTEEL does not warrant that the functional aspects of the website or FROMANTEEL Material will be error free or that this website, FROMANTEEL Material or the server that makes it available are free of viruses or other harmful components. FROMANTEEL and its suppliers make no warranties about the FROMANTEEL Material, software text, downloads, graphics, and links, or about results to be obtained from using the website. Use of the website is at Users' risk, and everything on the website is provided to Users "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, REASONABLE CARE AND SKILL, OR NON-INFRINGEMENT. If the use of the website or FROMANTEEL Material results in the need for servicing or replacing property, material, equipment or data, FROMANTEEL will not be responsible for any related costs. To the extent permitted by any applicable laws, FROMANTEEL shall not be liable for any loss arising out of or in connection with the use of information available from this website, whether

direct or indirect, and FROMANTEEL disclaims any and all liability for loss of use, interruption of business, lost profits or lost data, or incidental, special or consequential damages of any kind regardless of the form of action, whether in contract, tort (including negligence) or otherwise, even if FROMANTEEL has been advised of the possibility of such damages.

GENERAL PROVISIONS

Unless otherwise specified, the information and materials on the FROMANTEEL website are presented solely for the purpose of promoting FROMANTEEL's products and services. FROMANTEEL makes no representation that FROMANTEEL material is appropriate or available for use in every country of the world. Users use this FROMANTEEL website at their own risk and are responsible for compliance with applicable local laws, keeping in mind that access to FROMANTEEL material may not be legal by certain persons or in certain countries. Our products are available in many parts of the world. However, this FROMANTEEL website may describe products that are not available worldwide. Any cause of action a User may have with respect to this FROMANTEEL website must be commenced within two years after the claim or cause of action arises.

APPLICABLE LAW AND JURISDICTION

These Terms shall be exclusively governed by the laws of The Netherlands without regard to its conflicts of law provisions. The competent courts of Amsterdam, The Netherlands, shall have exclusive jurisdiction over any differences or disputes arising out of or in connection with these Terms. The waiver by FROMANTEEL of a breach of any provision of these Terms will not operate to be interpreted as a waiver of any other or subsequent breach.

Effective from 1 September 2011