

General Terms and Conditions of Trading
AquaPro, AquaPro Holding BV, AquaPro Worldwide BV, Franseweg 9, 4651PV Steenberg
Version January 26, 2011

The following Terms and Conditions govern your use of the AquaPro services, the materials and website ("Goods"):

1. DEFINITIONS

The following words shall mean:

- **AquaPro:** AquaPro BV, AquaPro Holding BV, AquaPro Worldwide BV, Franseweg 9, 4651PV Steenberg – The Netherlands
- **Buyer:** Buyer
- **Community(ies):** all users or user groups of AquaPro's website(s)
- **Community Rules:** all rights and obligations of users of AquaPro's website as described in the Annex 2
- **Conditions:** the Terms and Conditions set out in this document
- **Contract:** any contract between the Buyer and AquaPro for the use, sale and purchase of the Goods.
- **Delivery Point:** the place at which the Buyer collects the Goods
- **Goods:** the information, services and materials that the Buyer agrees to purchase from AquaPro and the information that is published on Buyer's website
- **Licensed Products:** protected products of which AquaPro has given licenses to others to produce them
- **Price:** the price for the Goods excluding V.A.T., carriage, packing and insurance shall be the price set out in the AquaPro's current price list at the date on which an order is made
- **Privacy Policy:** the policy of use and protection of contact info by AquaPro. This Policy is announced on its website
- **Website:** AquaPro's websites www.aquaproholland.com and/or www.groasis.com
- **Working Day:** Monday to Friday excluding bank and other public holidays

2. APPLICATION OF TERMS

- Any contract between Buyer and AquaPro, including orders via AquaPro's website, shall be on these Conditions with the exclusion of any other Terms and Conditions.
- Any order for Goods from the Buyer shall be deemed to be an offer to purchase the Goods subject to these Conditions.
- No Terms or Conditions endorsed upon, delivered with or contained in any Buyers' purchase order, confirmation of order, specification or other document shall form part of the Contract. The Conditions shall not be varied unless any agreement to vary is recorded in writing and signed by AquaPro and Buyer.
- No order placed by the Buyer will be accepted by AquaPro until he has sent to the Buyer acknowledgement and acceptance of the order. Upon AquaPro sending the acknowledgement and acceptance of the order, AquaPro and the Buyer will have a binding contract between them.
- If an order is sent by mail by The Buyer, he warrants that all the details in the order are complete and accurate.
- The Conditions shall apply to the sale of all Goods.

3. THE GOODS

- The Buyer acknowledges that they have entered into the Contract as a result of their inspection or knowledge of the Goods and not in reliance upon any description given by AquaPro.
- All drawings, descriptive matter, specifications, information and advertising issued by AquaPro are issued or published for the sole purpose of giving an approximate idea of the Goods described in them and shall not form part of the Contract.

4. COLLECTION OF THE GOODS

- Unless otherwise agreed in writing by AquaPro or if otherwise agreed upon in AquaPro's website, AquaPro shall make the Goods available for collection at its premises and deliver Ex Works (Incoterms 2010).
- The Buyer shall collect the Goods within 30 Working Days of AquaPro giving notice to the Buyer that the Goods are ready to be collected.
- Any date specified by AquaPro for collection of the Goods is intended to be an estimate and time for collection is not and shall not be made of the essence of the contract. If no date is specified, delivery shall be within a reasonable time.
- AquaPro shall not be liable for any loss (including any loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in making the Goods (even if caused by his negligence).
- If AquaPro fails to make the Goods available for collection by any estimated date for collection or if no estimated date for collection is given, within a reasonable time, at least exceeding 50 Working Days, the Buyer may terminate or rescind the Contract upon giving notice to AquaPro for delivery days notice.

5. TITLE AND RISK

- If, after the confirmation of a contract, price rises occur as a result of increases in the costs of wages, raw materials, unexpected taxes, other materials or increases in prices which are charged to us by third parties, or variations in exchange rates, and if these amount influence more than five percent (5%), AquaPro shall be entitled to pass on the increases in question to the Buyer at any time.
- Title and ownership to the Goods shall not pass from AquaPro to the Buyer until AquaPro has received the Price in full together with all other sums payable by the Buyer to AquaPro.
- Until title and ownership in the Goods has passed, the Buyer shall hold the Goods and each of them as bail on behalf of AquaPro and on a fiduciary basis retain the Goods separate from his other merchandise and possessions; and keep the Goods identifiably separate.
- The Goods shall be at the risk of AquaPro up until 31 Working Days after he has given notice that the Goods are available for collection and thereafter they shall be at the risk /including costs of storing/ of the Buyer.

6. PAYMENT

- All invoices are payable without discount of any kind in Euro in advance, or if specified different in the order, within 10 Working Days after the date of the invoice and in no circumstances may the Buyer make any deduction or withhold payment for any reason at all.
- If the Buyer fails to pay the invoice by the due date and without prejudice to any rights of AquaPro, the Buyer shall:
 - forfeit any discount given in that invoice or in any other way agreed; and
 - pay interest on any overdue amount from the date on which payment was due to the date of actual payment (whether before or after judgment) on a daily basis at a rate of 10% interest over the base from the time quoted by the Bank and over the interest
 - On top of the outstanding amount, in first instance owe fifteen percent (15%) of the outstanding amount as trouble costs
 - Reimburse to AquaPro over the invoice plus the trouble costs and interest all costs and expenses (including costs of advise, consultancy, legal, arbitration, collection, travel, any other possible cost and his own costs) incurred in the collection of any overdue amount.

- The Buyer shall make all payments due under the Contract without any deduction whether by way of set-off, counterclaim, abatement or otherwise unless he has a valid court order requiring an amount equal to such deduction to be paid.
- Until AquaPro is in possession of cleared funds, the Buyer shall not be deemed to have made a payment.
- If the Buyer does not make payments as required, AquaPro may terminate the Contract within 30 Working Days after the overdue pay date.
- If payment is not made in time, AquaPro is also entitled, in addition to all its other rights, to suspend the delivery of orders or the execution of commissions.

7. QUALITY

- The Buyer accepts that he buys or is deemed to buy the Goods as seen and in the condition they are at the time the order is placed.
- AquaPro warrants that the Goods shall be:
 - of satisfactory quality within the meaning of the Laws of the Netherlands
 - reasonably fit for their purpose
- AquaPro's liability for breach of warranty as set out in clause 8 shall be limited to complying with condition and shall not have further liability.

8. WARRANTY

- The warranty on the Goods is described in the document 'Warranty on AquaPro Goods' and is limited to this area. The text of this document is considered a part of these General Terms and Conditions and the text can be found in this document as Annex 1.
- AquaPro represents and warrants that it has the right and authority to make and sell the water producing articles, trees, leads to projects and tree planting projects available pursuant to these General Terms and Conditions.
- All services and materials are provided on an "As Is", "As Available" basis and AquaPro and each third party supplier of materials expressly disclaim all warranties, including the warranties of merchantability and fitness for a particular purpose.

9. LIMITATION OF LIABILITY

- Any claims regarding advises and/or information, quality, incorrect packing and any other defects, including those relating to concealed defects, should be submitted to AquaPro in writing according the prescription in the document 'Warranty on AquaPro Goods' by registered letter, on penalty of lapse of right to claim.
- AquaPro shall not have any liability to the Buyer for any loss or damage of any nature arising from any breach of any express or implied warranty or condition of the Contract or any negligence, breach of statutory or other duty on the part of AquaPro or in any other way out of or in connection with the performance or purported performance of or failure to perform the Contract except as expressly stated in these Conditions.
- AquaPro shall not be liable for any defect arising from any design or specification provided or made by AquaPro or if any adjustments, alterations or other work has been done to the Goods by any person except AquaPro or his authorized distributor or licensed producer.
- The Buyer shall prevent that any person or animal shall drink water from AquaPro's Goods
- AquaPro shall not be liable for any effect of water drinking from his Goods.
- AquaPro shall not be liable where any Goods are lost or damaged in transit if Buyer pays the transport. All claims by the Buyer shall be made against the carrier.
- AquaPro shall not be liable for any damage caused to Buyer as a result of parallel import.
- All free or sold advises, education or information given by AquaPro and/or its employees will be supplied to best knowledge. AquaPro does not accept any liability for this.
- In the event of a claim or liability claim, the Buyer shall be obliged to permit AquaPro, at the first request, to take samples (to have samples taken), on penalty of the lapse the aforementioned claim or liability claim, while the Buyer receives a sealed sample, if requested, for the purpose of any expert counter appraisal.
- In the event of a claim or liability AquaPro's obligations shall never extend beyond replacing the Goods in question, unless AquaPro no longer markets them, in which case only the invoice value of the goods concerned, shall be reimbursed.
- Except when done by purpose by the directors of AquaPro, AquaPro shall not be liable for mistakes of its personnel, or persons, or companies, which are hired by AquaPro in order to fulfil the contract.
- Except by expressly written confirmation by its director, AquaPro shall never be bounded to appointments, agreements or contracts, made by subordinate members of its personnel, including the costumer relation managers. Orders, except those via the website, or credits need to be approved and signed by the director of AquaPro.
- Pictures in folders, pricelists, or in the website, are only to give an impression of the model, shape or colour of the product, but can never be detailed as in reality, and because of this may deviate from reality. All measures, sizes and weights will be given by nearest estimation, although natural products will always give some differences of sizes and shapes because of shrinking.
- AquaPro cannot be held responsible for deviations because of missing printing in folders or on the website.
- AquaPro is not liable for the use, misuse or result of any information published on its website.

10. ASSIGNMENT

- AquaPro may sub-contract the performance of any of its obligations under the Agreement to any parent, subsidiary or associated Company but the sub-contracting shall not relieve it of any liability under the Contract.
- AquaPro and the Buyer shall not assign, delegate or otherwise deal with all or any of their rights and obligations under the Contract.

11. FORCE MAJEURE

- If the performance of the Contract or any obligation under it is prevented, restricted, or interfered with by reason of circumstances beyond the reasonable control of AquaPro and he gives prompt notice to the Buyer, AquaPro shall be excused from the performance to the extent of the prevention, restriction, or interference, but AquaPro shall use his best endeavors to avoid or remove the causes of non-performance and shall continue performance under the contract with the utmost dispatch whenever the causes are removed or diminished.

12. GENERAL

- If there is any conflict between these Terms and specific Terms appearing elsewhere (including local house rules and/or the 'Warranty on AquaPro Goods') then these Terms shall prevail.
- If Buyer sells the goods pro-active in an area, in another country or to clients in another country that has not been agreed upon in the distribution agreement, resulting in parallel-import, AquaPro and his clients in that country where the parallel-import occurs, are entitled to request for paying the damage following out of these parallel-imports while Buyer is obliged to pay this damage.
- Each right or remedy that AquaPro and the Buyer has under the Contract is without prejudice to any other right or remedy that may exist.
- In the event that any provision of the Contract is declared by any judicial or other competent authority to be void, void able, illegal, or otherwise unenforceable or if an indication to that effect is received by either the Buyer or AquaPro from any competent authority, the Buyer and AquaPro shall amend that provision in such reasonable manner as achieves the intention without illegality.
- If AquaPro or the Buyer:
 - fails or delays to exercise any right or remedy, it shall not operate as a waiver of it; and
 - partially exercises any right or remedy, neither of them shall be precluded from further exercising the right, remedy or other power.

- Any waiver of a breach of any provision of the Contract shall not:
 - be deemed to be a waiver of any subsequent breach or default; and
 - affect the other Terms of the Contract.

If any of these Terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Terms and the remaining Terms shall survive, remain in full force and effect and continue to be binding and enforceable.

13. INTELLECTUAL PROPERTY

- The names, images and logos identifying AquaPro or third parties and their products and services are subject to copyright, design rights and trademarks of AquaPro and/or third parties. Nothing contained in these Terms shall be construed as conferring by implication, estoppels or otherwise any license or right to use any trademark, patent, design right or copyright of AquaPro or any other third party.
- Buyer acknowledges the value of the Intellectual Property Rights, the right, title, and interest of AquaPro in and to the Intellectual Property Rights, and the right, title and interest of AquaPro in and to the Proprietary Rights associated with all aspects of the Goods. Buyer recognizes that the Goods and the Website will embody valuable rights of AquaPro. Buyer represents and warrants that it will not undertake any act or thing which in any way impairs or is intended to impair any part of the right, title, interest or goodwill of AquaPro in the Intellectual Property Rights. Buyer's use of the Intellectual Property Rights shall not create any right, title or interest of Buyer therein. In no event shall Buyer seek, claim or file for any patent, copyright or other proprietary right with regard to any derivative work or IP, make available any such derivative work or IP to any third party, or use any such derivative work or IP.
- All IP, now and through this cooperation eventually developed in the future as a sequence of the Goods, is owned by AquaPro.
- All photo's that are downloaded from AquaPro's website should be published together with the sentence 'Courtesy www.aquaproholland.com'
- Buying and reselling Goods from AquaPro doesn't entitle Buyer to the right on goodwill, neither does selling – even if this is over a longer period - give any exclusive rights on regions, countries, certain markets or clients.

14. INDEMNIFICATION

- Buyer shall hold harmless AquaPro (and any of their respective affiliates, subsidiaries, suppliers, officers, directors, employees, distributors or licensed producers) from any claims, losses, liabilities, damages, expenses and costs, including, without limitation, reasonable attorneys' fees and costs and any expenses incurred in the settlement or avoidance of any claim, which result from or are in connection with: a breach of any of the provisions, representations or warranties undertaken by Buyer in this Agreement, any claims alleging a defect, failure to warn, bodily injury (including death) or other personal or property damage arising out of, or in connection with, the design, development, advertising, marketing, sale or use of any of the Goods, and any federal, state or foreign civil or criminal actions relating to the design, development, advertising, marketing, sale or use of the Goods or the marketing materials.
- If Buyer is a reseller of AquaPro's Goods, he shall, at its own expense, obtain a comprehensive policy of general liability insurance (including coverage for advertising injury and Goods liability claims) from a recognized insurance company.
- In the event AquaPro deems itself at risk with respect to any claim, action or proceeding, AquaPro may, at its sole option, suspend sales, delivery or order acceptance for any Goods, in whole or in part, pending resolution of such claim, action or proceeding.

15. NOTICES

- Any notice to be given under a Contract shall be:
 - delivered personally;
 - or sent by first class prepaid recorded delivery or registered post; or
 - or by fax.
 - or by email
- A notice shall be deemed and served as follows:
 - if personally delivered, at the time of delivery;
 - if posted, within 48 hours of posting or in the case of airmail seven days after the envelope was delivered into the custody of the postal authorities; and
 - if sent by fax, the time of transmission.
 - If sent by email, the time of transmission

16. MISCELLANEOUS

- These General Terms and Conditions, including the "Warranty on AquaPro Goods" and the "User Guide of AquaPro's website", may be changed from time to time as described below or by written agreement. Charges and payment terms may be changed in accordance with the applicable price schedule; all other provisions may be changed by AquaPro immediately upon notice.

17. APPLICABLE LAW AND JURISDICTION

- These General Terms and Conditions of Trading and any agreements between AquaPro and the Buyer shall be governed by and construed in accordance with the laws of the Netherlands.
- Buyer hereby consents to the exclusive jurisdiction of the Dutch Courts in all disputes arising out of an agreement between AquaPro and the Buyer unless AquaPro would decide the bring a dispute before the courts at the place of residence of the Buyer.

18. LANGUAGE

- Parties acknowledge that the English language used for these General Terms and Conditions of Trading is sufficient to understand each other's rights and obligations and that a translation in their home language is not necessary.
- Partijen erkennen dat de Engelse taal die gebruikt wordt voor deze General Terms and Conditions of Trading voldoende is om elkaar's rechten en plichten te begrijpen en dat een vertaling in hun moedertaal niet nodig wordt geacht.
- Las partes reconocen que el Ingles que esta usado en estos General Terms and Conditions of Trading son suficientes para entender las obligaciones y derechos de ambas partes y que una traduccion no es necesaria.

Annex 1 - Warranty on AquaPro Goods (*) – version December 1, 2009

From the very beginning to this very day, AquaPro has been committed to the highest standards of quality and craftsmanship to guarantee that AquaPro's Goods are truly the best quality that a Buyer can expect. AquaPro only uses virgin plastic for all parts that are exposed directly with the sun. For parts that are not in contact with the sun AquaPro uses recycled plastics in order to protect the environment and use less scarce material. Naturally AquaPro's Goods are free of cadmium. AquaPro also adds to the plastic the highest standard of additives that make the Goods last longer in extreme climate Conditions.

Of course the Buyer may choose for the option to use biopolymer as the basic material of the Goods. If so, you help the environment by using a pure cradle to cradle product: first the biodegradable Goods make water and then they degrade to utile nutrients to live from. AquaPro does a daily check on the fit and finish quality of every box AquaPro makes. And AquaPro guarantees its use in a way which few of the plastic producers have the confidence to do. Because of all these reasons, AquaPro is very confident in the quality of its Goods. AquaPro warrants that the Goods shall be free from defects in workmanship and materials under normal and reasonable use and proper assembly as follows:

What is covered in Polypropylene:

- Defects in workmanship and materials during 5 years
- "Cracks" until delivery

What is covered in Biopolymer:

- "Cracks" until delivery

What is not covered:

- Ageing
- Discoloring
- "Cracks" after delivery
- The planting result

Definitions

"Defects" as used in this warranty is defined as "imperfections which impair the utility of the product or affect the structural integrity of the product". Upon receipt of the Goods the Buyer must inspect components thoroughly prior to assembly, and any defects which impair the utility of the Goods should be noted and reported no later than within seven days of receipt. The warranty does not apply to normal wear and tear of polypropylene / biopolymer.

"Discoloring" as used in this warranty is defined as "a reduction in color intensity".

"Cracks" as used in this warranty are defined as "cracks that may be visible or non-visible" and that lead to premature not-intended leaking of the water stock from the Goods.

"Ageing" as used in this warranty is defined as a degrading in quality caused by the use of the Goods under the specific circumstances. The influence on the ageing of polypropylene and biopolymer caused by sun, wind, temperature differences and other climate conditions and the influence on degrading to biopolymer by micro-organisms and water are assumed to be known by the Buyer and accepted as a normal risk.

"The planting result" means the success rate of growth and survival of the seeds, plants, bushes or trees that are planted with the Groasis waterboxx. As this result is dependent from many different uncontrollable circumstances like climate, quality of plant material, quality of planting, maintenance and guarding, the result cannot be guaranteed.

Further exclusions

This warranty does not cover damage resulting from misuse, negligent use, negligence during assembly, unauthorized repairs, damage caused by Buyer's errors, infestation, sunshine, fire, negligence, hurricanes, tornados, floods, typhoons, cyclones, wind damage and other acts of God. This warranty does not cover normal tarnishing of polypropylene/biopolymer or degrading of the biopolymer. The warranty applies to conditions of normal use, but does not apply to intentional damage, negligence, excessive or unreasonable use.

Wick

This warranty does not apply to the supplied wicks that can be used maximum 12 months.

Damages or other problems caused by transport paid by AquaPro

If the Goods are damaged during shipping and the shipping is done at AquaPro's costs, AquaPro replaces them without question. These damages must be reported to us according to article 8 of the General Terms and Conditions of Trading and this Annex 1. The damage must be documented on the bill of lading while the carrier is still at the place of delivery. AquaPro will ship out a new item if completely damaged. Refunds and credit card reversals are not given for damaged Goods or for orders that were received incorrectly. AquaPro does not refund shipping charges if Buyer decides to cancel an order due to damages or any other problem. Shipping costs for replacement will be paid by AquaPro. Shipping costs for to be returned Goods will only be reimbursed in consultation between AquaPro and Buyer and only after written permission

Damages or other problems caused by transport paid by Buyer

If an item is damaged during shipping and the shipping is paid by Buyer, the damage must be reported to the carrier according to article 8 of the General Terms and Conditions of Trading and this Annex 1. AquaPro is not responsible and does not cover these costs.

Range of the covered guarantee

Claims will never be settled through refunding but exclusively through replacement. The replacement's percentages are:

- Waterboxxes with an age of less than 1 year old: 100%
- Waterboxxes with an age of less than 2 years old: 80%
- Waterboxxes with an age of less than 3 years old: 60%
- Waterboxxes with an age of less than 4 years old: 40%
- Waterboxxes with an age of less than 5 years old: 20%

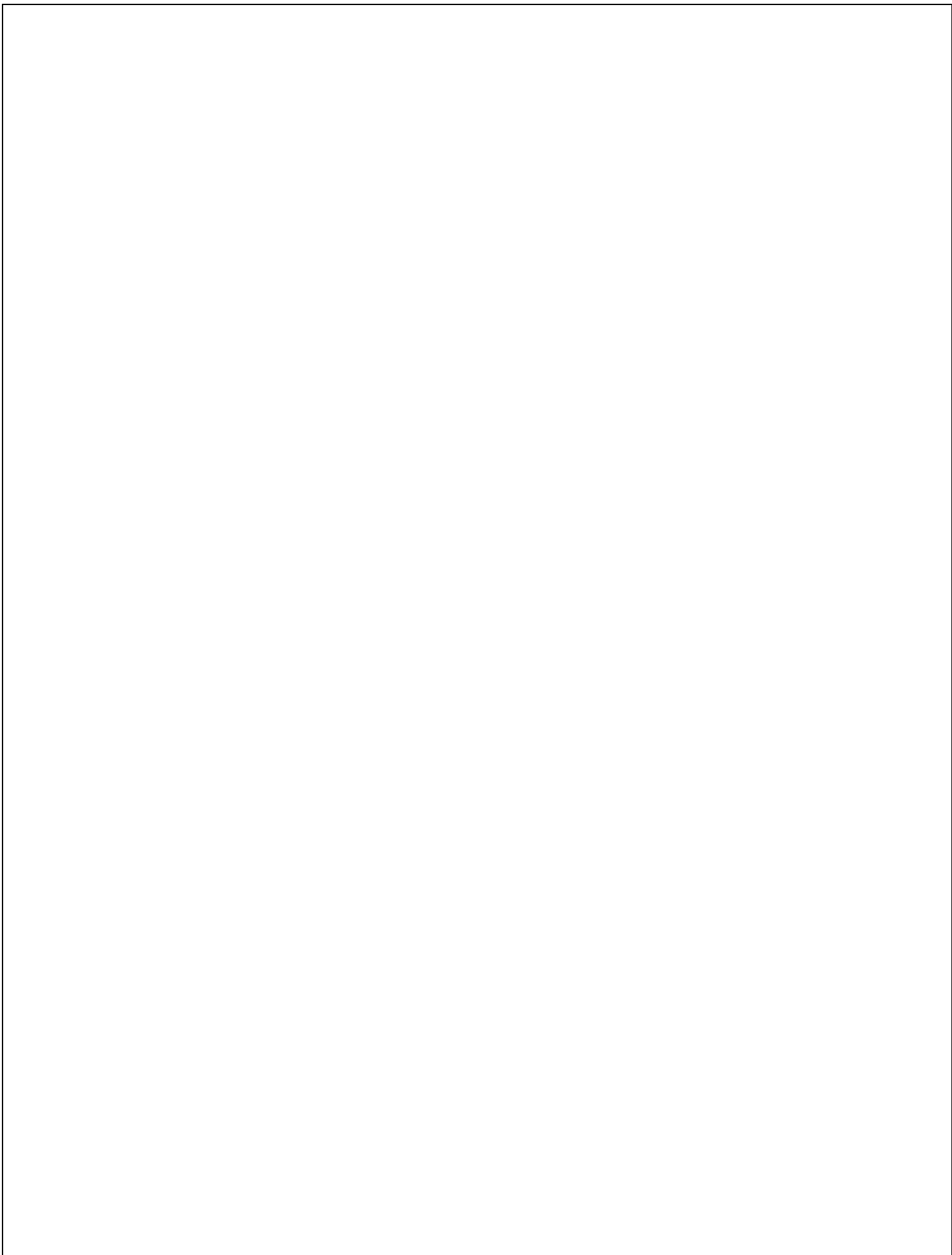
No drinking water

The water that is produced or captured by the waterboxx cannot be used as drinking water.

Language

- Parties acknowledge that the English language used for these General Terms and Conditions of Trading is sufficient to understand each other's rights and obligations and that a translation in their home language is not necessary.
- Partijen erkennen dat de Engelse taal die gebruikt wordt voor deze General Terms and Conditions of Trading voldoende is om elkaar's rechten en plichten te begrijpen en dat een vertaling in hun moedertaal niet nodig wordt geacht.
- Las partes reconocen que el Ingles que esta usado en estos General Terms and Conditions of Trading son suficientes para entender las obligaciones y derechos de ambas partes y que una traduccion no es necesaria.

(*) General Terms and Conditions of Trading. This warranty is an integrated part of our General Terms and Conditions of Trading. A copy of these Conditions may be requested from the Chamber of Commerce in Breda - Holland under nr. 1453 or can be downloaded from the websites www.aquaproholland.com or www.groasis.com.



Annex 2 – User Guide of AquaPro’s website (*) – version December 1, 2009

1 CONDITIONS OF AQUAPRO’S WEBSITE

AquaPro has stated on its site the Terms and Conditions that apply when you use the website. AquaPro reserves the right to modify these Terms and Conditions from time to time. By accessing the site, you agree to be bound by the Terms and Conditions in effect when you access the site, as shown in this section.

- **Contents of the site and your use of the content**

The site includes materials in many formats, including images, illustrations, audio clips, video clips and text. All of this information is protected by copyrights that are owned by AquaPro or its affiliates, or by someone who has licensed the material to AquaPro. You may not copy, download, reproduce, republish, upload, post, transmit or distribute in any way materials from this site unless you add the link “Courtesy www.groasis.com “. You also may not modify the materials or use the materials for any purpose other than your own personal, non-commercial, home use. Modifying or using the material in any other way is a violation of the copyrights and other intellectual property rights of the material owner. You also are prohibited from using the material on any other website or networked computer environment.

You will see various symbols (e.g. ®, ™) next to material on this site. These marks show that the material is a registered or unregistered mark of AquaPro or someone else. Nothing in this site grants you any license or right to use any marks displayed on this site without the written permission of the owner of the mark. You are strictly prohibited from misusing any of the marks or other materials on this site.

- **AquaPro**

The site, www.aquaproholland.com or www.groasis.com ®, is controlled and operated by AquaPro.®, from its offices located at Franseweg 9, 4651PV Steenbergse – Holland. The phone number to contact Customer Service is +31 167-547554 (Mo-Fri - 9:00 AM – 17:00 PM, Central European Time. If you choose to access this site from a location outside the Netherlands, then you do so on your own initiative and you are responsible for complying with any applicable local laws.

- **Information that you submit to AquaPro**

AquaPro welcomes your comments regarding our merchandise and services, and about its website. Any notes, messages, ideas, suggestions or other material that you send to AquaPro will become the property of AquaPro. AquaPro may use the material in any way AquaPro chooses for as long as AquaPro chooses without any restrictions. By sending AquaPro the material, you agree that AquaPro has the right to publish the material for any type of use including promotional and advertising purposes and that AquaPro does not owe you any compensation for using the material. Because AquaPro has an unlimited right to use whatever you send AquaPro without paying you any compensation, please do not send AquaPro any original creative materials such as artwork, stories, slogans or product designs.

- **Links to other sites**

As a convenience to its customers, AquaPro has included links from its website to websites that are owned by entities that are not affiliated with AquaPro. The entities affiliated with AquaPro operate or control the content of these sites. AquaPro also does not control the goods or services offered through these websites. When you access one of these websites through a link on the AquaPro site, you do so at your own risk. When you click on the www.aquaproholland.com or www.groasis.com link to the other website, you actually leave the AquaPro website. So, AquaPro and its affiliates expressly disclaim any liability for any injury you experience while you are in one of these other websites.

- **Colors and Selection**

AquaPro makes every effort to display the colors of our products included on this site as accurately as possible. Because the colors that you see depend on your monitor, AquaPro does not guarantee that your monitor's display of any color is accurate.

- **Disclaimer**

This site and the content of the website are provided "as is" and without warranties of any kind, either express or implied. AquaPro disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness of a particular purpose. AquaPro does not warrant that the content of this website will be accurate, reliable or error-free, that defects will be corrected, or that this website or the server that makes it available are free of viruses or other harmful components. AquaPro does not warrant or make any representations regarding the use or the results of the use of the content of this website or in linked websites in terms of their correctness, accuracy, timeliness, reliability or otherwise. You acknowledge, by your use of this website, that your use of this website is at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of our website, and that AquaPro shall not be liable for any damages of any kind related to your use of this website.

- **Limitations on the liability of AquaPro**

Neither AquaPro nor its affiliated or related entities or its content providers are responsible or liable to any person or entity whatsoever for any direct or indirect loss, damage (whether actual, consequential, punitive, special or otherwise), injury, claim, liability or other cause of any kind or character whatsoever based upon or resulting from any information or opinions provided on www.aquaproholland.com or www.groasis.com or from the use of, or the inability to use, AquaPro information. You specifically agree that AquaPro is not liable for any defamatory, offensive or illegal conduct of any user. If you are dissatisfied with the website or any information on the site, or with any of these Terms and Conditions of AquaPro your sole and exclusive remedy is to discontinue using www.aquaproholland.com or www.groasis.com .

- **Termination of Agreement**

These General Terms and Conditions will continue as an agreement between AquaPro and you until AquaPro terminates them, which AquaPro may do at any time without notice to you. AquaPro also may terminate your right to use this website immediately and without notice to you if, in our sole discretion, you fail to comply with any of these General Terms and Conditions. If AquaPro do terminate your right to use this website, then you are no longer authorized to access or use any of the benefits of this website. In addition, the restrictions AquaPro has imposed on you concerning copying or downloading information, and the disclaimers and limitations or liabilities that AquaPro has stated in the General Terms and Conditions, will survive the termination of the agreement. The General Terms and Conditions and this Annex 2 that AquaPro has stated in this website are the entire agreement between AquaPro and you relating to each of the issues discussed in these General Terms and Conditions.

- **Disputes**

If you have concerns about the AquaPro website, AquaPro encourages you to contact her. If you decide to pursue a claim against AquaPro, be aware that the agreement is governed by and shall be construed in accordance with the laws of The Netherlands without giving effect to any principles of conflicts of law. You agree to bring any claims against AquaPro exclusively in The Netherlands. If any provision of these General Terms and Conditions shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions.

2 WEBSITE ACCESS

- Only individuals authorized by AquaPro may access and use its website www.aquaproholland.com or www.groasis.com .
- Goods and features may be added to or withdrawn from www.aquaproholland.com or www.groasis.com and the Services otherwise changed without notice.

3 WEBSITE COMMUNITY RULES

- You agree to use AquaPro’s website (including message boards) in accordance with the following Community Rules. These apply across all AquaPro community sites and services. You should, however, read the local house rules of the particular site or service you’re using, as there may be some local variations to these Community Rules.

About your posts:

- Contributions must be civil and tasteful
- No disruptive, offensive or abusive behavior: contributions must be constructive and polite, not mean-spirited or contributed with the intention of causing trouble.

- No unlawful or objectionable content: unlawful, harassing, defamatory, abusive, threatening, harmful, obscene, profane, sexually oriented, racially offensive or otherwise objectionable material is not acceptable.
- If you use multiple logins for the purpose of disrupting the Community or annoying other users you may have action taken against your accounts.
- Be patient: users of all ages and abilities may be taking part in the relevant www.aquaproholland.com Community.
- No spamming or off-topic material: AquaPro doesn't allow the submission of the same or very similar contributions many times. Please don't re-submit your contribution to more than one discussion, or contribute off-topic material in subject-specific areas.
- No advertising
- Contributions containing languages other than English may be removed unless allowed in the relevant local house rules.
- No impersonation
- No inappropriate (e.g. vulgar, offensive etc) user names
- You may not refer to specific URLs (website addresses) unless allowed under the relevant local house rules. If you know of a worthy website relevant to the discussion topic, please inform the host of the Community area.
- Deliberate misuse of the complaints facility is not permitted. If you persist in doing this action may be taken against your account.

About the law:

- You may not submit any defamatory or illegal material of any nature in www.aquaproholland.com or www.groasis.com Communities. This includes text, graphics, video, programs or audio.
- Contributing material with the intention of committing or promoting an illegal act is strictly prohibited.
- You agree to only submit materials which are your own original work. You must not violate, plagiarize, or infringe the rights of third parties including copyright, trade mark, trade secrets, privacy, publicity, personal or proprietary rights.
- The views expressed in www.aquaproholland.com or www.groasis.com Community areas are those of members of the public and are not necessarily those of the AquaPro .

If you're under 16:

- Please get a parent's or guardian's permission before taking part in any www.aquaproholland.com or www.groasis.com discussion.
- Never reveal any personal information about yourself or anyone else (for example, telephone number, home address or email address).

If you breach these Terms of Use:

- If you fail to abide by these Community Rules (and/or any variations in the relevant local house rules) when taking part in a www.aquaproholland.com or www.groasis.com Community service, you will be sent an e-mail which informs you why your contribution has been failed or edited. This mail will also include a warning that continuing to break the rules may result in action being taken against your account or accounts. This action may include your relevant account or accounts being placed into pre-moderation or a temporary or permanent suspension of your ability to participate in any or all of www.aquaproholland.com or www.groasis.com Community areas. If you post or send offensive or inappropriate content anywhere on or to www.aquaproholland.com or www.groasis.com Communities or otherwise engage in any disruptive behavior on www.aquaproholland.com or www.groasis.com and AquaPro considers such behavior to be serious and/or repeated, AquaPro may use whatever information that is available to it about you to stop any further such infringements. This may include informing relevant third parties such as your employer, school or email provider about the infringement/s. AquaPro reserves the right to delete any contribution, or take action against any account, at any time, for any reason.
- 4 CONTRIBUTION to www.aquaproholland.com or www.groasis.com**
- Where you are invited to submit any contribution to AquaPro and/or www.aquaproholland.com or www.groasis.com (including any text, photographs, graphics, video or audio) you agree, by submitting your contribution, to grant AquaPro a perpetual, royalty-free, non-exclusive, sub-licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your contribution worldwide and/or to incorporate your contribution in other works in any media now known or later developed for the full term of any rights that may exist in your contribution, and in accordance with privacy restrictions set out in the AquaPro's Privacy Policy. If you do not want to grant to the AquaPro the rights set out above, please do not submit your contribution to AquaPro and/or www.aquaproholland.com or www.groasis.com .

(* General Terms and Conditions of Trading. This User Guide is an integrated part of our General Terms and Conditions of Trading. A copy of these Conditions may be requested from the Chamber of Commerce in Breda - Holland under nr. 1453 or can be downloaded from the websites www.aquaproholland.com or www.groasis.com .