



FLASHGROUP – GENERAL TERMS & CONDITIONS OF SALE

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INTRODUCTION

Please read the GT&C carefully, as it constitutes a legally binding agreement between you and Flashgroup.

These GT&CS regulate the purchase of our Products. By purchasing our Products, you indicate your acceptance to the terms of these GT&CS.. When you enter into this Agreement on behalf of a company or other legal entity, you hereby confirm that you have the authority to bind that entity and its affiliated entities to these Terms, in which case "you" or "your" will refer to the legal entity and its affiliates. If you do not have this authority, or if you do not agree to the terms, you must not accept this agreement and you may not use our services.

PRIVACY

We believe it is important to be transparent about how we process your personal data. For more information we refer to our privacy statement which can be found at <https://flashgroupxr.com/privacy-policy/>.



DEFINITIONS

The following definitions are used in these GT&CS:

Agreement:	The agreement between Flashgroup & the Client, including these GT&CS and the EULA.
Client:	The person and/or legal entity who has concluded the Agreement with Flashgroup. Alternatively, the Client will be referred to as “ you ” in these GT&CS
EULA:	The end user license agreement applicable to the use of the Software, including any amendments to this end user license agreement from time to time;
Flashgroup:	Flashgroup International B.V. , a company incorporated in the Netherlands (KVK number 96783591) having its address at Haagweg 1, 4814 GA, Breda;
GT&CS	These general terms & conditions, including any amendments to these general terms & conditions from time to time;
Hardware:	The hardware which is being sold by Flashgroup (which includes the virtual reality kit and the replica controllers).
Intellectual Property Rights:	All forms of (intellectual and industrial) property rights, including but not limited to copyrights, database rights, patent (application) rights, design (application) rights, know-how and trade secret rights, whether registered or not, recognized in any country or jurisdiction in the world;
Order Form:	The order document and all associated attachments and additions on which the Hardware and the Software which are provided by Flashgroup are described.
Products:	The products of Flashgroup, which includes: A. The Hardware; and



	B. The Software.
Software:	The Academy and Elementary software for incident response training which is made available by Flashgroup at any time.

1. APPLICABILITY

1.1. Applicability. These GT&CS are applicable to any and every:

- a. Order placed for the purchase of the Products;
- b. Agreement between the Client and Flashgroup;
- c. Any future Agreement between the Client and Flashgroup.

1.2. Rejection of other terms & conditions. The applicability of any other set of general terms and conditions is expressly rejected by Flashgroup.

2. ORDER AND ACCEPTANCE

2.1. Order Process. The order process will be conducted following the instructions outlined in the Agreement. The Client must follow the steps provided to place an order for the Products.

2.2. Quotation and Acceptance. By accepting Flashgroup's quotation, the Client confirms the order and agrees to proceed with the purchase based on the terms provided and subject to the terms and conditions of this GT&CS.

2.3. Invoicing and Payment. After the Client places an order by accepting the quotation, Flashgroup will issue an invoice for the agreed amount. Payment must be made in full before Flashgroup proceeds with the delivery of the Products.

2.4. Commencement of Delivery. Upon receipt of full payment, Flashgroup will commence with the delivery of the Products as per the terms specified in the Agreement and article 4 of this GT&CS.

2.5. Future Functionality. You acknowledge that your purchases are not dependent on the provision of any future functionalities or features, or are dependent on any oral or written public comments made by Us about future functionalities and features.



3. FEES AND PAYMENT FOR PURCHASED SERVICES

3.1. Purchase Price. The Purchase Price is included in the quotation of Flashgroup. In case value added tax is applicable, the price is excluding these taxes.

3.2. Incorrect Purchase Price. Should the quotation mention an obvious incorrect price of the Product(s), Flashgroup reserves the right to offer the Products for the correct price.

3.3. No suspension or settlement. You are not entitled to suspend the payment of the invoice or to set off a payment obligation towards Flashgroup against a claim against Flashgroup, except with prior written approval of Flashgroup.

4. DELIVERY AND SHIPPING TERMS

4.1. Delivery and charges. The Product shall be delivered at a location determined by You. You shall pay all delivery costs and charges. Partial deliveries are permitted. We may deliver Products in advance of the delivery schedule. Delivery times purely an indication and are not considered strict deadlines.

4.2. Obligation to check the conformity. You will check the Products promptly after delivery. In If Products delivered do not correspond in quantity, type or price to those itemized in the shipping invoice or documentation, You shall notify Us within ten (10) days after receipt. In case Flashgroup does not receive any notification, the delivery is deemed to be accepted and any remedy available will expire.

4.3. Risk of loss. Risk of loss shall pass to You upon delivery pursuant to section 5.1. except that for export shipments from the Netherlands, risk of loss shall transfer to You upon title passage.

4.4. Delivery to storage. If any Products to be delivered under this Agreement cannot be shipped to or received by You when ready due to any cause attributable to You, We may ship the Products to a storage facility. If We place Products into storage, the following apply: (a) title and risk of loss immediately pass to You, if they have not already passed, and delivery shall be deemed to have occurred; (b) any amounts otherwise payable to Us upon delivery or shipment shall be due; and (c) when conditions permit and upon payment of all amounts due, We shall make Products and repaired equipment available to You for delivery to the End-User.



4.5. Non-delivery of Products. Any liability of Us for non-delivery of the Products shall be limited to replacing the Products within a reasonable time or adjusting the invoice respecting such Products to reflect the actual quantity delivered.

5. OWNERSHIP AND TITLE

5.1. Ownership of shipped Hardware. For shipments that do not involve export, title to the hardware products pass to You upon delivery. For shipments from the Netherlands to another country, title shall pass to You immediately after each item departs from the territorial land, seas and overlying airspace of the Netherlands. For all other shipments, title to Products shall pass to You the earlier of (a) the port of export immediately after Products have been cleared for export or (b) immediately after each item departs from the territorial land, seas and overlying airspace of the sending country. When You arrange the export shipment, You will provide Us evidence of exportation acceptable to the relevant tax and custom authorities.

6. THE SOFTWARE

6.1. Software Licensing. The Software which is included on the Hardware is licensed subject to the terms and conditions of the EULA. The most recent version of the EULA can be found at <https://flashgroupxr.com/EULA>.

6.2. Third Party Software. The Hardware and/or Software might include third party software which FG has obtained under a license. As a consequence, you have to comply with the terms and conditions of these licenses. The use of the Hardware and/or Software is subject to compliance with these third party terms and conditions. In case the contents of the Agreement conflict with the terms and conditions of third parties, the terms and conditions of third parties will prevail with regards to the third party software only.

6.3. Intellectual Property Rights. All Intellectual Property Rights to the Software are owned by Flashgroup. This EULA does only provide for a license and does not transfer and/or sell any Intellectual Property Rights to the Software or to any copy thereof. All rights that are granted to you are expressly mentioned in and are limited by this EULA, which means that no license, permission or right of access shall be implied.

6.4. Compliance by employees. The Client has to ensure that all its employees and/or independent contractors will comply with the terms and conditions of the EULA. In case they do not comply, this is for the risk and account of the Client.



7. INSTALLATION AND TRAINING

7.1. Installation Process. Flashgroup or its certified Affiliate Partner will perform the installation of the Products. Installation will take place at Flashgroup's or the Affiliate Partner's designated site, and no specific conditions or environmental requirements are needed from the Client for installation.

7.2. Training Program. Flashgroup offers a "Train the Trainer" program at additional cost. This program is designed to equip instructors with the knowledge required to train others in the use of Flashgroup's Products. The training is preferably conducted on-site to ensure a high-quality, hands-on experience. Additional costs for these on-site training services, including travel expenses, may apply and will be specified in the quotation.

7.3. Client Responsibilities. The Client is responsible for providing an appropriate location for the "Train the Trainer" program if training is conducted on their premises. The Client is also responsible for covering any additional costs, such as travel expenses, as stated in the quotation.

7.4. Post-Installation Support. After installation, Flashgroup or its Affiliate Partner will provide ongoing support to ensure the proper functioning of the Products, provided the Client has an active update and support contract. This post-installation service includes follow-up to resolve any issues or queries related to the installation.

8. RETURNS AND REFUNDS

8.1. Return Policy: Returns are accepted only for defective products that are under warranty and cannot be repaired by Flashgroup or its Affiliate Partner. The Client must request a return within 10 days of delivery, and the returned product must be in its original packaging and unused. Flashgroup does not accept returns for any other reasons.

8.2. Refund Process: Refunds will be issued for defective products that meet the return criteria. Refunds will be processed using the original payment method. No restocking fees or deductions will apply to the refund amount unless stated otherwise by Flashgroup or the Affiliate Partner. If the product is eligible for a replacement, the Client may opt for a replacement instead of a refund.

8.3. Replacements: For defective products, Flashgroup and Affiliate Partners offer the option of a replacement rather than a refund, at the Client's discretion. If a replacement is chosen, shipping



costs for returning the defective product and delivering the replacement will be covered by Flashgroup or its Affiliate Partner.

9. TERMINATION

9.1. Termination for material breach. Each Party has the right to terminate this Agreement by providing written notice if the other Party breaches any material provision of this Agreement and the breach is not curable or if the other Party fails to cure the breach within thirty (30) days of notice of the breach.

9.2. Termination in case of insolvency. Either party may terminate this Agreement under the following circumstances:

- a. The other party files for protection under bankruptcy or insolvency laws;
- b. The other party makes an assignment for the benefit of creditors;
- c. The other party appoints or suffers appointment of a receiver or trustee over substantially all of its property.

10. LIABILITY & INDEMNIFICATION

10.1. Liability of Flashgroup. Flashgroup is only liable for damage suffered by the Client as a result of an attributable breach of any material provision of this Agreement, in case Flashgroup fails to cure the breach within thirty (30) days of written notice of the breach from the Client.

10.2. Exclusion for third party software & hardware. Flashgroup is not liable for any damage suffered by the Client as a result of the malfunctioning of the third party software and/or third party hardware.

10.3. Exclusion of indirect forms of damages. Flashgroup is not liable in any way for the following forms of losses or damages, regardless of the cause (and legal basis) thereof:

- a. Indirect damages and losses;
- b. Incidental damages and losses;
- c. Consequential damages and losses;
- d. Exemplary damages and losses;
- e. Liquidated damages and losses;
- f. Punitive damages and losses;
- g. Special damages and losses.



10.4. Maximum liability. The contractual or non-contractual liability of Flashgroup is in any case limited to the amount the insurer of Flashgroup actually pays in the specific liability case or (in case the insurer does not pay any amount despite the liability of Flashgroup) a maximum amount of EUR 50.000.

10.5. Scope of liability exclusion. Nothing in the Agreement will:

- a. Limit or exclude any liability for death or personal injury resulting from negligence of Flashgroup;
- b. Limit or exclude any liability for fraud or fraudulent misrepresentation;
- c. Limit any liabilities in any way which is not permitted under applicable statutory laws.

10.6. Indemnification. You indemnify Flashgroup against any claim, costs and/or losses as a result of a third party claim which has been asserted against Flashgroup with regard to the execution of the Agreement.

11. FORCE MAJEURE

11.1. Definition of Force Majeure. Flashgroup will not be liable to you due to the failure to fulfil its obligations (in a timely manner) if this is the result (wholly or partially) of events that reasonably make the fulfilment of this obligation impossible, including:

- a. Breakdowns of the internet, telephone, or electricity network;
- b. Calamities or environmental disasters;
- c. Virus outbreaks and/or pandemics;
- d. Natural disaster;
- e. Strike actions;
- f. War and/or terrorism;
- g. Amended legislation.

11.2. Notification and Mitigation. If a Force Majeure event occurs, Flashgroup will notify the Client as soon as reasonably possible, specifying the nature of the Force Majeure event and its impact on Flashgroup's ability to fulfill its obligations. Flashgroup will make commercially reasonable efforts to mitigate the effects of the Force Majeure event and resume performance of its obligations as soon as practicable.



11.3. Suspension of Obligations. If any Force Majeure delays or prevents the performance of the obligations of Flashgroup for a continuous period in excess of 6 (six) months, the Client shall then be entitled to give notice to terminate this Agreement, specifying the date (which shall not be less than 30 (thirty) calendar days after the date on which the notice is given) on which termination will take effect.

11.4. Exclusions. Force Majeure does not excuse payment obligations. The Client remains responsible for making payments for Products and services that have already been delivered.

12. GENERAL PROVISIONS

12.1. Anti-Corruption. You have not received any unlawful or improper bribe, refund, payment, gift or valuable product from our employees or representatives in connection with entering into this Agreement. Customary gifts and entertainment provided in ordinary business dealings will not violate the aforementioned rule.

12.2. Entire Agreement and Order. **The Agreement constitutes the entire and exclusive understanding and agreement between Flashgroup and you regarding the sale & delivery of the Products.** In the event of a conflict between the terms and conditions of different agreements you have entered into with Flashgroup, the order of precedence shall be:

- a. The Order Form;
- b. The GT&CS;
- c. The EULA.

12.3. No Assignment. You cannot assign or otherwise transfer the Agreement or any right granted or obligation imposed hereunder, except in case you have received prior written consent of Flashgroup for the assignment or transfer. Flashgroup may freely assign or transfer the Agreement without restriction, providing that the transfer does not reduce the guarantees benefitting you under the Agreement.

12.4. Unenforceability. If any term of the Agreement is held invalid or unenforceable by a court of competent jurisdiction, that term will be deemed not to form part of the Agreement, but the remainder of the Agreement shall remain in full force and effect.



12.5. Applicable law & forum. This Agreement shall be governed by and construed under the laws of the Netherlands. Any and all disputes arising from or in connection with this Agreement shall be subjected to the exclusive jurisdiction of the court of Breda, The Netherlands.