

GENERAL TERMS AND CONDITIONS FOR CONTRACTING WORK (OVK)

M.E.G.A. Sport Equipment 20210426

Article 1. Definitions

1. Contractor: the private limited liability company M.E.G.A. Sport Equipment B.V. (Chamber of Commerce number 73575402), established in Naaldwijk and with offices in (2671BW) Naaldwijk at the address Gezelstraat 20.
2. Client: the (intended) contracting party of Contractor.
3. Agreement: the agreement concluded between Contractor and Client.
4. Terms and Conditions: the present general terms and conditions.

Article 2. Conclusion of the Agreement

1. An Agreement is concluded when Client (possibly after a request by Client) has explicitly (in writing or by e-mail) or tacitly accepted an offer by Contractor. The Agreement is tacitly concluded in accordance with the offer if Client has not made its objections known to Contractor within 12 (twelve) hours of the apparent commencement of the performance of the Agreement.
2. Amendments/additions to the Agreement can only be agreed upon in writing. Contractor reserves the right to amend these Terms and Conditions unilaterally.
3. If any provisions in an offer, order confirmation or signed agreement conflict with provisions in the Terms and Conditions, the former shall prevail.
4. Client cannot derive any rights from information in offers, advertising materials or from the Contractor's website.
5. These Terms and Conditions shall always apply to all offers and Agreement of Contractor.
6. Derogating terms and conditions of Client are excluded at all times and only apply in exceptional cases insofar as they have been expressly accepted in writing by Contractor and only apply to the relevant Agreement(s) to which the exception relates.
7. If any provision of these general terms and conditions is invalid for any reason whatsoever, the terms and conditions will remain in force for the rest and the parties will negotiate on the content of a new provision, which provision will approach the purport of the original provision as closely as possible.

Article 3. Contractor's obligations

1. Contractor shall, if no specific standards or regulations (such as specifications) have been agreed upon in the offer, deliver in accordance with what Contractor may reasonably assume.
2. Contractor will not give Client any guarantees regarding the quality of properties of the work,

unless this is explicitly agreed upon in writing. Client may only invoke such guarantees if he himself has fulfilled all his (payment) obligations towards Contractor.

3. Terms applicable to Contractor are not final, unless the parties have expressly agreed otherwise in writing in the Agreement. An agreed term will only take effect after the Agreement has been concluded and all data necessary for the execution of the Agreement are in Contractor's possession. An agreed term will be extended at least by the number of days that have elapsed between the time the Agreement is concluded and the time when all the data necessary for the performance of the Agreement are in Cont...

Article 4. Client's obligations

1. Unless otherwise agreed, prices are exclusive of VAT, transport and packaging.
2. Price increases resulting from additions and/or changes to the Agreement and/or the specifications of the goods to be delivered, made at the oral or written request of Client, will be born in full by Client.
3. All costs resulting from circumstances which Contractor did not reasonably have to take into account when concluding the Agreement will be borne by Client.
4. All payments by Client to Contractor must be made to a bank account number designated by Contractor, without setoff, in euros and no later than thirty (30) days after the invoice data. This is a 'period determined for payment' within the meaning of Article 6:83(a) of the Dutch Civil Code.
5. If payment is not made in full and on time as referred to in the preceding paragraph, Client will be in default by operation of law, with the following consequences in any event:
 - a. Client shall owe an interests of 1.5% per month on the outstanding invoice(s);
 - b. Client shall owe extrajudicial collection costs of 15% of the outstanding invoice(s) with a minimum of € 250,-;
 - c. If Contractor takes Client to court with respect to its payment obligations, Client will also, in addition to the previous paragraphs, owe Contractor the actual costs incurred for this (such as attorney fees, bailiff fees, court registry fees, etc.).
6. Contractor will be entitled at all times to demand security and/or advance payment from Client for the fulfillment of Client's obligations under the Agreement. This will in any case apply in any term of payment is exceeded, or any other breach of this Agreement on the part of Client. Client will comply with this on first request.
7. Client must ensure that all licenses, exemptions and other decisions that are necessary to carry out the work are obtained in good time. Client is obliged, on first request, to provide Contractor with written proof that this is the case.
8. Client is responsible for the constructions, raw materials, producers and working methods prescribed by it or on its behalf, as well as for the orders, directions and instructions given by it or on its behalf.
9. Client will ensure that Contractor can carry out his work undisturbed and at the agreed time

and that in the performance of his work he has access to the necessary facilities, such as:

- a. gas, water, electricity and internet;
- b. heating;
- c. lockable dry storage space;
- d. facilities prescribed under the Working Conditions Act (Arbowet) and regulations.

10. Client bears the risk and is liable for damage to and theft or loss of property of Contractor, Client and third parties, such as tools, materials intended for the work or equipment used in the work, which are located at or near the place where the work is performed or at another agreed location.

11. Without prejudice to the previous paragraph of this article, Client is obliged to take out adequate insurance against the risks referred to in that paragraph. Client must also take out insurance to cover the risk of work-related damage to the equipment to be used. Client must send Contractor a copy of the relevant insurance policy or policies and proof of payment of the premium on demand of Contractor. If there is any damage, Client is obliged to report this immediately to its insurer for further pro...

12. Unless otherwise agreed upon in writing, Client is obliged to carry out the following work at this own expense and risk:

- a. groundwork, piling, chopping, demolition, foundation work, brickwork, carpentry, plastering, paintwork, wallpapering, repair work or other construction work;
- b. the realization of connections for gas, water, electricity, internet or other infrastructural facilities;
- c. measures to prevent or limit damage to or theft or loss of items present at or near the work site;
- d. removal of material, building materials or waste;
- e. vertical and horizontal transport.

Article 5. More and less work

1. Changes in the work will in any case result in additional work if:

- a. there is a change in the design, specifications or the schedule of requirements;
- b. the information provided by Client does not correspond to the reality;
- c. estimated quantities deviate by more than 5%.

2. Additional work will be calculated based on the price-determining factors that apply at the time the additional work is performed. Client is obliged to pay the price of the additional work at the first request of Contractor, without suspension or setoff (also not with less work).

3. Changes in the work will only result in less work if/and to the extent that:

- a. Contractor has agreed in writing to the non-performance of the less work;
- b. The less work actually results in a saving of costs for Contractor and Contractor has confirmed this in writing to Client.

4. Less work will be calculated based on the amounts estimated by Contractor and will only include savings in materials and external costs, and in no case savings in Contractor's internal costs (such as personnel costs).

Article 6. Completion of the work

1. The work will be considered completed in the following cases:
 - a. if Client has approved the work;
 - b. if Client has put the work into use. If Client puts part of the work into use, that part will be considered completed;
 - c. if Contractor has informed Client in writing that the work is completed and Client has not indicated in writing that the work is rejected within three (3) days after the day of notification;
 - d. if Client does not approve the work due to minor defects or missing parts that can be repaired or delivered within thirty (30) days and that do not prevent the use of the work.
2. After completion, Contractor is not liable for defects in the work.
3. If Client rejects the work within the period mentioned in paragraph 1 under c, Client must notify Contractor of this in writing, stating the reasons, and must give Contractor the opportunity to complete the work within a reasonable period. This will establish Client's complaint period (as referred to in Article 6:89 of the Dutch Civil Code).
4. Client indemnifies Contractor against claims from third parties for damage to parts of the work that have not been completed, caused by the use of parts of the work that have already been completed.

Article 7. Retention of title

1. All deliveries of movable property take place under extended retention of title. All items delivered by Contractor remain the property of Contractor until Client has fulfilled all his payment obligations under all agreements concluded with the parties regarding the sale of movable property (including obligations to pay interest or (collection) costs). As long as Client has not fulfilled his payment obligations, Client undertakes towards Contractor to treat the delivered items with care, to keep them insured and not to pledge, process, transfer or hand them over to third parties. If this obligation is not fulfilled, the entire purchase price associated with the Agreement will be immediately due and payable.
2. If Client does not fulfill his obligations towards Contractor, Contractor is entitled to immediately take back the items for which retention of title applies. If necessary, Client will immediately grant access to buildings and/or premises owned or managed by Client at the first request of Contractor, so that Contractor can reclaim its property.
3. Payments made by Client will be attributed in the first place and as much as possible to claims of Contractor for which no retention of title applies.

Article 8. Force majeure

1. If Contractor is unable to fulfill its obligations towards Client due to a non-attributable shortcoming, there is a situation of force majeure and Client is not entitled to dissolve the Agreement, and the obligations of Contractor will be suspended for the duration of the force majeure situation.
2. If a force majeure situation has lasted for two (2) months, Contractor is entitled to dissolve the Agreement in whole or in part in writing.
3. In the event of force majeure, Client is not entitled to any compensation or damages, even if Contractor has any advantage as a result of the force majeure.
4. In addition to the provisions of law and jurisprudence on this point, force majeure includes all external causes, foreseen and unforeseen, over which Contractor cannot exercise control, which make it wholly or partly impossible to fulfill its obligations towards Client or as a result of which the fulfillment of its obligations cannot reasonably be expected from Contractor, regardless of whether the circumstance could have been foreseen at the time of the conclusion of the Agreement. Such circumstances include: strikes, lockouts, fire, machine breakdowns, stagnation or other problems in production at Contractor's suppliers and/or measures by any government agency (such as recall actions), as well as the absence of any government permit.

Article 9. Liability of Client

1. Client is responsible for the information provided by or on behalf of him, such as prescribed constructions, materials and working methods or orders, directions and instructions given by or on behalf of him.
2. Client is liable for all damage resulting from errors in the information provided by him as referred to above or from defects in items, building materials, materials or tools made available or prescribed by him.
3. Client indemnifies Contractor against claims from third parties with regard to damage as referred to above.
4. The consequences of compliance (by Contractor or third parties) with statutory regulations or government decisions will be borne by Client, regardless of whether the cause/necessity of such compliance is attributable to Client, Contractor or a third party. Contractor is not liable to Client for any damage resulting from such compliance, and Client is obliged to cooperate with such compliance at first request from Contractor and to compensate Contractor for all damage and costs resulting from such compliance.
5. Client is liable for all damage resulting from work or deliveries performed by him or on his behalf by third parties.

Article 10. Liability of Contractor

1. Contractor is not liable for any indirect damage suffered by Client or a third party in connection with the (performance of) an Agreement or a good or service provided by Contractor, including consequential damage, immaterial damage, business damage or environmental damage.
2. Any liability for damage suffered by Contractor towards Client, on whatever ground, will per event (whereby a series of related events will be considered as one event) be limited to the invoice amount paid by Client to Contractor for the month in which the damage occurred and to the amount for which Contractor is insured and for which the insurance policy actually pays out.
3. The exclusion of liability in this article will not apply if the damage is caused by intent or gross negligence on the part of Contractor or its executive personnel.
4. Unless the damage is caused by intent or gross negligence on the part of Contractor or its executive personnel, Client indemnifies Contractor against all claims from third parties, directly or indirectly related to (the use of) the goods or the work, and Client compensates Contractor for all damage, including (legal) advice costs, that Contractor suffers as a result of such claims.
5. Client can only invoke the obligations arising from this article if he himself has fulfilled all his obligations towards Contractor.
6. Any right of action, on whatever ground, of Client against Contractor will lapse no later than one year after the completion of the work.

Article 11. Suspension, setoff, dissolution and termination

1. Client is not entitled to suspend or setoff his (payment) obligations.
2. Client is – except in the case of a private individual – not entitled to terminate or cancel the Agreement, unless Contractor expressly agrees to this. Contractor may, at its own discretion, attach conditions to this consent.
3. Client is in default by operation of law in the following cases, and Contractor is entitled to dissolve the Agreement in whole or in part out of court, without a notice of default or judicial intervention being required:
 - a. if Client applies for bankruptcy or (provisional) suspension of payments, is declared bankrupt, is granted (provisional) suspension of payments, or if Client is placed under guardianship or administration by virtue of a statutory provision;
 - b. if Client transfers, liquidates or terminates or discontinues (part of) his business or at least his activities;
 - c. if a prejudgment or executory attachment is levied on Client;
 - d. if Contractor has well-founded reasons to fear that Client will not fulfill any of his obligations, or if Client has already failed to fulfill his obligations.
4. In the event of dissolution by Contractor on the grounds of the previous paragraph, Client is liable to pay Contractor an amount of 25% of the purchase price (including shipping costs) and/or contract price by operation of law.
5. The foregoing does not affect Contractor's other rights.

Article 12. Applicable law and disputes

1. The Agreement is exclusively governed by Dutch law.
2. Only the court that is competent for the municipality in which Client has its statutory seat is competent to settle disputes arising from the Agreement, unless Contractor opts for the court with territorial jurisdiction or for arbitration.

Article 13: Consent for Use of Visual Material

1. The client hereby grants M.E.G.A. Sport Equipment permission to make videos and photos of the completed work and projects and/or delivered products.
2. This visual material may be used by M.E.G.A. Sport Equipment for marketing purposes, including but not limited to social media, the website of M.E.G.A. Sport Equipment and its partners, promotional material, and other marketing purposes not specifically mentioned.
3. The client is not entitled to any compensation for the use of this visual material.