

## **GENERAL TERMS AND CONDITIONS Eurostretch B.V**

**Version 2023**

### **GENERAL PROVISIONS**

#### **Article 1. Applicability**

- 1.1** These General Terms and Conditions apply to and are part of all engagements, quotations, offers, contracts and undertakings, howsoever named, entered into by Eurostretch BV, with its registered office in Doetinchem, the Netherlands, which relate to the lease or sale of tents, in the broadest sense of the word, unless Eurostretch expressly deviates from these terms and conditions in writing.
- 1.2** The words below are defined as follows Eurostretch: the business run by Eurostretch that focuses on the sale and lease of tents. Client: each client (lessee or buyer), legal entity or natural person or a number of parties acting jointly, whether they are legal entities or not, entering into a Contract with Eurostretch or instructing Eurostretch to perform work. Contract: any contract concluded between Eurostretch and the Client, any amendment or addition thereto, and all other juridical and/or other acts in preparation for and execution of such contract.
- 1.3** Deviations from these terms and conditions can only be made in writing, subject to the signing thereof by Eurostretch Management Board.
- 1.4** If the court declares one or more provisions inapplicable or invalid for any reason whatsoever, the other terms and conditions will remain in full force and effect.
- 1.5** General terms and conditions of the Client are expressly rejected, unless such terms and conditions have been accepted by Eurostretch in writing. 1.6 These General Terms and Conditions also apply to all Contracts with Eurostretch for the performance of which the involvement of third parties is required.

#### **Article 2. Offers and quotations**

- 2.1.** All offers, including quotations, information in any appendices, prices and other conditions, are without obligation, unless the offer specifies a period for acceptance. They are valid for 30 days, unless indicated otherwise.
- 2.2** The contents of brochures, printed matter, website, etc. are not binding on Eurostretch unless expressly referred to in the Contract.
- 2.3** The prices in the aforementioned offers and quotations are exclusive of VAT and other government levies, as well as any costs to be incurred in the context of the Contract, unless indicated otherwise.
- 2.4** A combined quotation does not oblige Eurostretch to comply with part of the engagement at a corresponding part of the stated price.
- 2.5** If the Contract is not awarded to Eurostretch, Eurostretch will be entitled to charge the Client for all costs incurred by Eurostretch in preparing the offer.
- 2.6** Offers or quotations do not automatically apply to future engagements.

#### **Article 3. Contracts**

- 3.1** Contracts become binding only through written acceptance in a confirmation of the Contract signed by Eurostretch or through performance of the Contract by Eurostretch.
- 3.2** Eurostretch reserves the right, without having to provide reasons, not to accept Contracts or to accept them only on the condition that the Contract be confirmed in writing by the Client in advance and/or that Eurostretch will only commence the work after having received the advance payment.

#### **Article 4. Performance of the Contract**

- 4.1** Eurostretch, or the parties engaged by it, will perform the Contract with due care, in accordance with the procedures agreed with the Client and will promote the Client's interests to the best of its ability in doing so.
- 4.2** If and in so far as the proper performance of the Contract requires such, Eurostretch has the right to have specific work performed by third parties.

- 4.3 The Client is responsible for ensuring that all information which Eurostretch states is necessary or which the Client should reasonably understand is necessary for the performance of the Contract is provided to Eurostretch in good time. If the requested information is not provided to Eurostretch in good time, Eurostretch will be entitled to suspend performance of the Contract and/or to charge the Client for the additional costs resulting from the delay in accordance with the usual rates.
- 4.4 Eurostretch is not liable for any loss of any nature whatever arising from incorrect and/or incomplete information provided by the Client.
- 4.5 At the request of the Client, Eurostretch will install the tents or render them ready for use against the agreed-upon rates.
- 4.6 Eurostretch will not be responsible for surveying the location and presence of obstacles, cables, pipelines and other impediments and risks and will never be liable for any damage that may be caused to them. If applicable, the Client will report any groundworks to the Netherlands Cadastre, Land Registry and Mapping Agency itself. The Client indemnifies Eurostretch against any loss which may arise from hitting or damaging underground obstacles in the broadest sense of the word.

#### **Article 5. Amendments to the Contract**

- 5.1 If the parties agree that the Contract will be amended or supplemented, this may affect the time of completion of the Contract.
- 5.2 If the amendment or supplement to the Contract will have financial or other consequences, Eurostretch will inform the Client thereof.

#### **Article 6. Term and turnaround time**

- 6.1 The Contract between Eurostretch and a Client will be entered into for an indefinite period of time, unless the nature of the Contract requires otherwise or if the parties expressly agree otherwise in writing.
- 6.2 Terms, of delivery or otherwise, indicated by Eurostretch are indicative and informative and will never be regarded as deadlines. If any term is exceeded, the Client will not be entitled to damages.
- 6.3 Eurostretch will at all times be entitled to deliver in parts.

#### **Article 7. Prices**

- 7.1 The prices quoted by Eurostretch are based on circumstances prevailing at the date of the offer, such as cost prices and/or purchase prices, exchange rates, freight rates, wages, salaries, government charges, social security costs, prices of materials and the like.
- 7.2 If, during a period of time between the date of offer or agreement and the date of delivery, one or more of the circumstances referred to in paragraph 1 change, Eurostretch will be entitled to increase the price.
- 7.3 All prices quoted by or on behalf of Eurostretch are exclusive of the turnover tax due in respect thereof.
- 7.4 The costs of packaging, transport and delivery are not included in the price and will be borne by the Client.
- 7.5 If government measures are announced that result in a higher cost price for Eurostretch and that cannot be regarded as a normal commercial risk, Eurostretch will at all times be entitled to charge corresponding surcharges on prices for current orders.

#### **Article 8. Payment and security**

- 8.1 Payment must be made – without suspension or set-off – within 14 days of the invoice date, in a manner to be indicated by Eurostretch.
- 8.2 Eurostretch reserves the right to demand performance of the Contract, or the provision of security, or to set different payment conditions in other respects, such as requiring payment or advance payment of the agreed-upon fee.
- 8.3 If the Client fails to pay within the 14-day period, the Client will be in default by operation of law. In that case, the Client will owe an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest will be owed.
- 8.4 Contrary to Article 6:96(4) of the Dutch Civil Code, Clients which are not natural persons acting in the course of a business or profession will bear all collection costs, which will equal 15% of the total outstanding amount still owed, with the minimum amount being EUR 350.. If the actual costs are higher, then the actual costs will be considered extrajudicial costs owed. The mere engagement of a third party by the Client will cause such costs to be owed.
- 8.5 In the event of liquidation, bankruptcy, attachment or suspension of payments in respect of the Client, Eurostretch claims against the Client will become immediately due and payable.

#### **Article 9. Investigation and complaints**

- 9.1** Complaints concerning the work delivered must be reported to Eurostretch in writing by the Client within 8 days of discovery, but in any case within 14 days of completion of the engagement. The notice of default must contain a description of the failure that is as detailed as possible, so that Eurostretch will be able to provide an adequate response.
- 9.2** Complaints relating to invoices must also be submitted to Eurostretch in writing within 8 days. Complaints will not create any entitlement to suspension.

#### **Article 10. Termination by the Client**

- 10.1** If the Client wishes to dissolve the Contract in whole or in part, this must be done in writing by registered letter.
- 10.2** If the Contract is dissolved, terminated or cancelled by the Client for any reason whatsoever (including force majeure or unforeseen circumstances), Eurostretch will be entitled to compensation for the loss resulting from lower capacity utilisation that has occurred as a result and that can plausibly be attributed to it (which in any event includes lost profit), subject to a minimum of 35% of the agreed-upon price, unless the termination is based on facts and circumstances that are entirely attributable to Eurostretch. Furthermore, the Client will then be obliged to pay the invoices for services rendered or deliveries made up to that time.
- 10.3** Made-to-measure stretch tents are excluded from the right of withdrawal.

#### **Article 11. Dissolution and suspension by Eurostretch**

- 11.1** Eurostretch is authorised to suspend performance of its obligations or to terminate the Contract:
- if the Client does not perform its obligations under the Contract at all or in full; - if, after concluding the Contract, it has come to Eurostretch attention that the circumstances provide sufficient reason to fear that the Client will not perform its obligations;
  - if the Client was required to provide security for the performance of its obligations upon conclusion of the Agreement and that security has not been provided or is insufficient;
  - if circumstances occur that are of such a nature that performance of the Contract becomes impossible or can no longer be required according to standards of reasonableness and fairness;
  - in the event of bankruptcy, suspension of payments, full or partial cessation of business or operations, liquidation, transfer, death, guardianship or if the statutory debt restructuring scheme for natural persons becomes or has been declared applicable to the Client and furthermore in the event that pre-judgment or post-judgment attachment is levied on the Client's property.
- 11.2** If Eurostretch is temporarily prevented from performing its obligations to the Client due to force majeure (see Article 13) or unforeseen circumstances, Eurostretch will be entitled to suspend its obligations. In such a case, in which, in the end, performance is or becomes permanently impossible, or if the temporary force majeure situation has lasted longer than six months, Eurostretch will be entitled to dissolve the Contract in whole or in part with immediate effect.
- 11.3** If the Contract is dissolved, Eurostretch claims against the Client will become immediately due and payable. If Eurostretch suspends the performance of the obligations, it will retain the entitlements arising from the law and the Contract.
- 11.4** Eurostretch will always reserve the right to claim damages.

#### **Article 12. Liability**

- 12.1** Eurostretch is not liable for any direct or indirect, tangible or intangible damage or loss incurred by the Client or third parties in connection with any breach by Eurostretch or parties engaged by it in the performance of the Contract, including transport, unless intent or gross negligence is at hand.
- 12.2** In the unlooked-for event that Eurostretch can be held liable pursuant to the previous paragraph, such liability will be limited to direct damage or loss up to the amount paid out in the relevant case by Eurostretch liability insurer.
- 12.3** If the damage or loss is not covered by the insurance or the insurer makes no payment, Eurostretch liability will be limited to a maximum of 50% (fifty percent) of the invoice amount, capped at EUR 10,000 (in words: ten thousand euros).
- 12.4** The Client will indemnify Eurostretch against all damage or loss and legal claims of third parties.
- 12.5** Specifically excluded is damage or loss resulting from calamities in the broadest sense of the word, such as severe or unpredictable weather conditions, as well the collapse of the tent or damage caused to such due to circumstances for which Eurostretch is not to blame.
- 12.6** The Client will not be entitled to compensation for any damage or loss resulting from force majeure, suspension or dissolution, as provided for in these General Terms and Conditions.

- 12.7 On penalty of forfeiture of rights, damage or loss must be reported to Eurostretch in writing within fourteen calendar days of its discovery and Eurostretch will, at its request, be provided with all cooperation in its investigation of the nature, cause and extent of the damage or loss.
- 12.8 Legal claims in respect of damage or loss will lapse if no legal action is taken within six months of the date on which the damage or loss occurred or of the date on which the damage or loss was discovered, respectively.

#### **Article 13. Force majeure**

- 13.1 Eurostretch is not obliged to perform any obligation if this performance is hindered as a result of a circumstance that cannot be attributed to fault and that cannot be attributed to it by virtue of the law, a juridical act or generally accepted principles.
- 13.2 In these General Terms and Conditions, force majeure is understood to include, in addition to the meaning attributed to it in the law and case law on the subject, all external causes, foreseen or unforeseen, over which Eurostretch cannot exercise any direct control, but which prevent Eurostretch from being able to perform all or part of its obligations temporarily or permanently, including, but not limited to, war, threat of war, civil war, riots, strikes, pandemics, outbreaks (examples: COVID-19, SARS, avian influenza, Q fever, mad cow disease), lock-out of employees, transportation difficulties, fire and other serious disruptions within Eurostretch business or that of its suppliers.
- 13.3 To the extent that Eurostretch has already performed its obligations in part at the time of the occurrence of the force majeure, Eurostretch will be entitled to invoice this part separately.

#### **Article 14. Intellectual property and copyrights**

- 14.1 Without prejudice to the provisions of these General Terms and Conditions, Eurostretch reserves the intellectual and industrial property rights vested in Eurostretch by law.
- 14.2 The Client is not allowed to modify the brand identifiers affixed to the delivered or leased products or any indication of proprietary rights or marks, or to modify or copy the products in any respect.

#### **Article 15. Assignment of rights and obligations**

- 15.1 Eurostretch is allowed to assign the rights and obligations described in any Contract with the Client to third parties.
- 15.2 The Client is not entitled to assign its rights and/or obligations pursuant to a Contract to a third party without Eurostretch prior written consent.

#### **Article 16. Joint and several liability**

- 16.1 If there is more than one Client, the Clients will be jointly and severally liable to Eurostretch for all amounts owed pursuant to or in connection with the Contract. Any legal successors will also be jointly and severally liable.

#### **Article 17. Applicable law**

- 17.1 The legal relationship between Eurostretch and the Client is governed exclusively by Dutch law and the Dutch courts have jurisdiction.
- 17.2 Any disputes will be adjudicated exclusively by the competent court in the place where Eurostretch has its registered office, unless otherwise provided by mandatory law.

#### **Article 18. Placement and permission**

- 18.1 If placement requires the permission of a third party (municipality or otherwise), the Client must ensure that the permission is obtained in good time. It must submit evidence of the permission to Eurostretch in writing.
- 18.2 Failure to obtain the required permission will be entirely at the Client's risk.

### **Article 19. Location**

- 19.1 The Client will determine the place where the ordered item is to be erected. Further to the provisions of Article 4.6 of these General Terms and Conditions, the Client must investigate whether and warrant that the ordered item can be erected at the intended site safely and without causing damage to other parties' property and/or infringe upon other parties' rights. The arrangements necessary for this will be made by the Client, who will bear all related costs.
- 19.2 The site at which the ordered item is to be placed must be horizontal and level. Eurostretch may require the Client to designate a different location if the location designated by the Client appears to Eurostretch to be unsuitable and/or unsafe and/or not without risk of damage. Eurostretch failure to exercise this power cannot be invoked against Eurostretch by the Client.
- 19.3 The Client warrants that on the day agreed upon with Eurostretch for the delivery and/or assembly of the ordered item, the site in question will be completely free and vacated and easily accessible for, among other things, heavy goods traffic.

### **Article 20. Defects**

- 20.1 Immediately after Eurostretch has delivered or installed the ordered item, the Client will meticulously inspect the ordered item for any shortcomings and/or defects and immediately report any shortcomings and/or defects discovered to Eurostretch orally with written confirmation, such on penalty of forfeiting the right to invoke this provision.
- 20.2 Defects that could not have been discovered during a meticulous inspection upon delivery but are discovered afterwards must be reported to Eurostretch orally with written confirmation immediately after discovery, on penalty of forfeiting the right to invoke this provision.
- 20.3 Shortcomings and defects reported in time will be remedied by Eurostretch through supplementation, repair or replacement, such at the discretion of Eurostretch.

### **Article 21. Retention of title**

- 21.1 All products delivered by Eurostretch will remain the property of Eurostretch until the Client has fulfilled all its obligations under the Contract, including the payment of interest and costs.
- 21.2 The Client is required to look after the delivered products with due care until full payment has been made by the Client and the Client has no further obligations towards Eurostretch. Only after the entire purchase price and any additional costs have been paid in full will the Client be entitled to encumber, sell, let, deliver or hand over the products to third parties in any way whatsoever.
- 21.3 The Client undertakes towards third parties who wish to encumber the products delivered to declare at Eurostretch first request that it is not authorised to encumber the products.
- 21.4 The Client hereby unconditionally and irrevocably authorises Eurostretch or a third party to be designated by it, in all cases in which Eurostretch wishes to exercise its property rights, to access all such locations where Eurostretch property will be situated and to collect those products from such locations.
- 21.5 If third parties seize the products delivered subject to retention of title or wish to establish or assert rights thereon, the Client will be obliged to notify Eurostretch thereof as soon as may reasonably be expected.
- 21.6 Upon seizure, provisional or definitive suspension of payments, or bankruptcy, the Client will immediately inform the bailiff, the administrator or the bankruptcy trustee of Eurostretch proprietary or other rights.

### **Article 22. Delivery and risk**

- 22.1 Delivery of products sold will take place ex Eurostretch warehouse or ex its supplier's warehouse. From that moment on, the risk will pass to the Client, regardless of the actual place of delivery.
- 27.2 The Client will be obliged to take delivery of the products purchased at the agreed-upon time, failing which Eurostretch will store the products at the Client's expense and risk. In such case, the Client will owe Eurostretch all additional storage and other costs.
- 27.3 All costs of transportation are borne by the Client.

## **Article 23. Guarantees**

- 23.1** Eurostretch provides a two-year warranty on the welded joints.
- 23.2** The warranty period commences after the Delivery or, if applicable, after installation of the Goods. After the warranty period has expired, Eurostretch is no longer liable for any defects in or to the Goods it delivered.
- 23.3** No warranty can be invoked in the following cases:
- for parts that are subject to wear and tear including, but not limited to, zippers, straps, elastic straps, ropes, ratchets, tie down straps and loops. With regard to such wear and tear parts, Eurostretch will determine on a case by case basis and without obligation whether a warranty will be given for up to one (1) year after Delivery or, if applicable, after installation of the Goods;
  - in the event of damage as a result of wind with a force 8 or higher on the Beaufort scale;
  - in the event of damage as a result of an excessive load on the roof, in which respect it is stipulated that Goods must be kept free of snow at all times;
  - in the event of damage as a result of subsidence or instability of the soil on which the Goods are installed;
  - for second-hand Goods;
  - in the event of improper use or the failure to observe the maintenance and safety instructions;
  - if the Customer incorrectly installed the Goods or had the Goods incorrectly installed;
  - if the Customer performed work on the Goods delivered or had work performed on the Goods delivered;
  - if the Customer used the Goods delivered carelessly or negligently;
  - if the Customer fails to meet all of their obligations under the Contract;
  - if the Customer removes names and/or brand marks from the Goods applied by Eurostretch and/or affixes the name of a different brand to the Goods;
  - if the defect was caused by circumstances beyond Eurostretch will and control;
  - if the Customer does not allow Eurostretch to conduct investigation or have an investigation conducted into the warranty request;
  - with regard to the provisions of Clause 13 of these General Terms and Conditions, if the complaint or defect was not reported in time.
- 21.4.** If Eurostretch performs any warranty obligation, Tennent is free to choose whether to repair, replace or compensate. In that case, the Customer will have no further claims against Eurostretch.
- 21.5.** If it transpires that the Goods that are offered for restoration or repair do not have any defects, all costs incurred are for the expense of the Customer.