

## Edel Grass 2020 General Terms and Conditions

These terms and conditions apply to both the delivery of items and contract works/the provision of services. In respect of contract works, specifically the installation of artificial turf pitches by Edel Grass, the terms and conditions set forth in Part II (Contract Works) apply in addition to these terms and conditions.

### Part I General

#### 1. Definitions

*In these terms and conditions, the following are understood to have the meanings assigned to them below:*

<b>Contract Works:</b>	<b>the realization of material works agreed between Edel Grass and the Client;</b>
<b>Edel Grass:</b>	Edel Grass B.V.;
<b>Edel Grass 2020 GTC:</b>	these general terms and conditions;
<b>Service(s):</b>	other than Contract Works, all (other) activities agreed between Edel Grass and the Client, such as the delivery of products and provision of advice;
<b>Auxiliary Persons:</b>	third parties, other than Edel Grass, to whom/which Edel Grass subcontracts or awards an order for the Deliverable (or part thereof);
<b>Client:</b>	the natural or legal person with whom/which Edel Grass enters into a Contract in the role of Contractor;
<b>Contract(s):</b>	the Contract(s) between Edel Grass and the Client relating to the supply of a Deliverable by Edel Grass;
<b>Deliverable:</b>	Service(s) and/or Contract Works.

#### 2. Applicable general terms and conditions

1. The Edel Grass 2020 GTC (Edel Grass 2020 general terms and conditions) apply to all legal relationships, including pre-contractual and future legal relationships, between the Client and Edel Grass, which involve the supply of a Deliverable by Edel Grass.
2. Deviation from the Edel Grass 2020 GTC is only possible if confirmed in writing by the executive board of Edel Grass.
3. The applicability of the general terms and conditions of the Client is expressly rejected.
4. In the event of any conflict between the offer made by Edel Grass and the order confirmation issued by the Client, the offer shall prevail over the order confirmation.

### 3. Offer

1. All offers are, unless expressly stated otherwise, non-binding and expire sixty days after the date of the offer, unless a different period for acceptance is included in the offer.
2. All offers are in euros, exclusive of VAT/sales tax, unless otherwise agreed in writing.
3. Export and import duties, customs clearance costs, taxes, etc. shall be paid by the Client, unless agreed otherwise in writing.
4. The Client may only change quantities that have been ordered with the explicit written consent of Edel Grass. The Client must compensate any financial or other damage suffered by Edel Grass as a result of a change.
5. Offers are based on the data and information provided by the Client at the time of the request.

If it is found that the information provided by the Client is not complete, up-to-date or correct, or if this information has been provided too late, or if it is found that the Client has information that is important for the order but has not provided it, the Client shall pay all costs incurred by Edel Grass as a result and compensate Edel Grass for any damage.

### 4. Invoicing and payment

1. Edel Grass shall invoice the product consignment on the date on which the products leave the warehouse (“ex works”). The Client accepts the possibility of partial invoices for partial deliveries. Edel Grass is entitled to submit invoices for advance payments. Invoices shall only be submitted digitally, unless the Client requests paper invoices in writing.
2. Unless otherwise agreed in writing, the Client must pay the invoice amount in full and without applying a discount within the payment term of 30 days from the invoice date. If payment is not made by the due date at the latest, Edel Grass shall, by operation of law, without any need for a payment reminder and without prejudice to its right to possible damages, be entitled to:
  - payment by the Client of statutory interest for commercial transactions;
  - payment of possible debt collection costs incurred by Edel Grass to recover the amount due;
  - suspend all deliveries, in which case deliveries shall only be resumed after full payment of all amounts due, plus the statutory interest for commercial transactions and collection costs;
  - demand return of the delivered products at any time, at the expense of the Client, and subject to Edel Grass retaining any amounts already paid by the Client.
3. Edel Grass is at all times entitled to demand security or full or partial prepayment in fulfillment of payment obligations that are due and not yet due.
4. The Client shall not acquire ownership of the delivered goods and/or physical results of the order until it has fulfilled all its obligations. Edel Grass shall retain ownership of all products that have been and are to be delivered until the purchase price for all products has been paid in full.

## 5. Transport

1. The risk for the items to be delivered to the Client transfers to the Client on “ex works” terms, i.e. when they leave the factory of Edel Grass. All items, including those sold “free domicile”, shall always be transported at the Client’s risk.
2. In the case of “free domicile” delivery, Edel Grass determines the means of transport.
3. The Client must ensure that delivery of the items can take place on the agreed delivery date (without delays or obstruction). If delivery (without delays or obstruction) is not possible, the Client shall be liable to pay the costs of holding the goods in storage, amounting to 1% of the order amount per month.

## 6. Retention of title

1. The Client shall not acquire ownership of the delivered goods and/or physical results of the order until it has fulfilled all its obligations. Edel Grass shall retain ownership of all products that have been and are to be delivered until the purchase price for all products has been paid in full.
2. With regard to the items referred to in paragraph 1, the Client agrees not to undertake any acts of disposition, i.e. by pledging them or encumbering the products in some other way, or handing them over to third parties, unless the Client has already fulfilled all its payment-related and other obligations at that time.
3. If the Client acts contrary to the obligations stated in paragraph 2, Edel Grass is entitled to remove and repossess all items it has dispatched (or previously delivered to the Client). The Client must cooperate with Edel Grass to the extent required for this, specifically by granting (or instructing others to grant) Edel Grass or persons appointed by it access to the company or other premises used by the Client. The Client gives its permission for this situation, should it arise at some future time.

## 7. Complaints

1. The Client must check the delivered goods for visible defects immediately after delivery. If the Client discovers visible defects, it must, within 8 days of delivery, inform Edel Grass accordingly in writing, with substantiation, failing which, the Client shall forfeit all its rights regarding the failure to perform due to non-compliance.
2. Other defects must be reported to Edel Grass in writing, with substantiation, immediately after their discovery or immediately after they could reasonably have been discovered, but in any case within one month of delivery or completion of the works, failing which the works or the delivered items shall be deemed to have been accepted.
3. A complaint does not give the Client the right to refuse to make payment or suspend its payment obligations.
4. If Edel Grass deems a complaint to be justified, Edel Grass shall be entitled, following consultation with the Client, to credit a commensurate part of the invoice, or supply the contract deliverable again under the same terms and conditions, subject to the Client committing to return the incorrectly delivered item free-of-charge to Edel Grass.
5. Edel Grass shall be released from any obligation in respect of a complaint that has been submitted if the Client has not fulfilled all its obligations towards Edel Grass (both financial and otherwise) on time and in full.
6. A complaint concerning delivered products has no effect on previously delivered items or items that are still to be delivered, even if those items have been or shall be delivered in fulfillment of the same contract.

7. A complaint cannot be processed if the delivered products are no longer in exactly the same condition as at the time of delivery in every respect.
8. Edel Grass has the right to refuse return shipments, unless the possibility of returning goods has been expressly agreed.
9. The provisions of this clause apply unless other warranty provisions have been agreed in writing.

## 8. Warranty

1. The products delivered by Edel Grass are covered by warranty in accordance with the warranty conditions for the product in question, and as annexed to the offer and contract.
2. If an artificial turf/structure is subject to inspection/certification, the artificial turf/structure may not be played on, nor may the artificial turf/structure be used in any other way during the period prior to written communication of the results of the tests carried out by an accredited inspection body demonstrating that the artificial turf/structure meets all the standards. The warranty cover provided by Edel Grass automatically lapses if this provision is breached.
3. The warranty is only valid if the Client has fulfilled all its obligations towards Edel Grass on time and in full.

## 9. Liability

1. The liability of Edel Grass is limited to direct damage, subject to a maximum of the order price agreed in the contract, the individual contract under a master agreement or the contract amendment. Edel Grass is not liable for indirect, unforeseeable and consequential losses (such as costs of stripping, removal, reconstruction, loss of income and profits, financing costs, loss of customers, loss of contracts, additional costs).
2. The Client indemnifies Edel Grass and its employees against claims of third parties in connection with realization of the Deliverable.

## 10. Confidentiality and intellectual property

1. The Client and Edel Grass shall treat all data and information they share with each other as confidential and shall only use it within the context of the contract for which that information has been made available. Edel Grass is entitled to use the order as a reference.
2. Edel Grass retains all intellectual property rights, as well as all similar rights for the protection of information, in respect of products manufactured by Edel Grass.

## 11. Other provisions

1. Any interruption of production as a result of supply problems, a shortage of labor and/or materials, strikes or transport disruptions is expressly considered to be an act of God or a case of force majeure, in addition to circumstances usually considered such in Dutch jurisprudence. In the first instance, circumstances that can be regarded as force majeure lead to suspension of the Parties' obligations. If the situation of force majeure lasts longer than one (1) month, the sale transaction may be canceled by either party by registered letter with acknowledgment of receipt.
2. If one or more provisions of the general terms and conditions or the contract prove to be null and void or are annulled by the court, the other provisions of the terms and conditions or the contract shall retain their legal force. The Parties shall discuss the null and void or annulled provisions in order to agree a substitute arrangement. The substitute arrangement shall not affect the purpose and scope of the terms and conditions or the contract.
3. Failure to demand compliance with any right or power shall not affect or limit the rights and powers of Edel Grass, unless Edel Grass has agreed to this in writing.
4. The contract is governed by and construed in accordance with the laws of the Netherlands. In the event of disputes, the civil court of the District Court of Gelderland has exclusive jurisdiction.

## Part II Contract works

### 1. Prices and payment

1. If the term of the Contract extends beyond six months, Edel Grass is entitled to change prices. In that event, the change in the prices comes into force on the first day of the month following the month in which the price adjustment is announced. Price increases shall be notified to the Client in writing.
2. Edel Grass invoices its services and activities each month, unless agreed otherwise. The invoices are submitted digitally. Edel Grass is entitled to submit invoices for advance payments.

### 2. Collaboration with third parties

1. If, at the request of the Client, Edel Grass collaborates with one or more Auxiliary Persons, Edel Grass shall not be responsible and liable for the part of the order carried out by these Auxiliary Persons, unless and insofar as Edel Grass has explicitly accepted this liability in writing. In such cases, the Client manages coordination between the parties and is responsible for the information to be provided by these Auxiliary Persons to Edel Grass.
2. If Edel Grass itself engages one or more Auxiliary Persons for fulfillment of an order awarded to it, Edel Grass shall be liable for the part of the order carried out by this third party (or these third parties) insofar as these Auxiliary Persons are liable for damage/losses in respect of Edel Grass.

### 3. CAR insurance

Edel Grass shall not take out Construction All Risks (CAR) insurance for the works unless this has been expressly agreed. In the case of Contract Works, the Client shall take out CAR insurance, or some other adequate form of insurance. This insurance shall also provide insurance cover for Edel Grass, Auxiliary Persons, subcontractors and third parties. If the Client does not take out adequate insurance and does not inform Edel Grass accordingly before contract formation, the Client is liable for the consequences of non-compliance with this obligation.

### 4. Delivery and delivery time

1. The Client must inform Edel Grass fully and correctly regarding the works to be carried out and the circumstances under which those works shall be performed. If the information provided by or on behalf of the Client is found to be incorrect or incomplete, and this results in additional costs for Edel Grass, the Client must reimburse these costs to Edel Grass (e.g. man-hours, material costs and transport costs).
2. If a specific delivery period has been agreed, or it has been agreed that Edel Grass shall start the works within a certain period of time or that the works shall be completed within a certain period of time, this period of time shall be extended if the Client has not yet made all the preparations necessary for the realization of the works under the contract. Edel Grass can never be held liable for costs arising due to delays caused by weather conditions.
3. If any of the periods referred to in the previous paragraph are exceeded, Edel Grass shall only be in default if it has received a written notice of default from the Client, which sets a reasonable period within which Edel Grass must deliver the works, start the works or complete the works, and Edel Grass fails to comply within this reasonable period.
4. An overrun in respect of the period allowed for remedy of the default shall entitle the Client to dissolve the contract. In that case, the Client is not entitled to compensation and may not carry out works or have works carried out at the expense of Edel Grass, with or without judicial authorization, for the purpose of fulfilling contractual obligations, unless the overrun in respect of the period allowed for remedy of the default is the result of intent or gross negligence on the part of Edel Grass.
5. If it has been agreed that the works and/or delivery shall take place in phases, Edel Grass may postpone the start of the works and/or deliveries associated with a phase until the client has confirmed and approved completion of the preceding phase in writing. The Client or buyer is still bound to pay the agreed price for the works to be carried out and/or the items to be delivered, and must also compensate Edel Grass for any costs and damage/losses resulting from such a delay.
6. If Edel Grass does not deliver on time, does not start the works on time or does not complete the works on time, the Client or buyer is not entitled to suspend its obligations under the contract.

## 5. Works at the physical site

1. If supplying the Deliverable involves accessing plots of land, permission for this shall be granted or arranged by the Client. Any damage suffered by Edel Grass, due to permission not being obtained or being obtained belatedly, shall be for the Client's account.
2. Edel Grass is not liable for damage, whatever the cause, to the property of the Client or third parties that arises during or in connection with the realization of its works, unless that damage is attributable to intent or gross negligence on the part of the staff deployed by Edel Grass. The Client shall indemnify Edel Grass against all claims by third parties in respect of the aforementioned damage.
3. Unless otherwise agreed, the Client shall ensure that the work site is made available to Edel Grass in good time and that its condition is such that the works can be carried out safely and responsibly.
4. No allowance is made for the presence of obstacles, such as existing cables and pipelines, and their influence on the works and designs in the offer made by Edel Grass, unless otherwise stated in the offer.

## 6. Supervision

If the order requires Edel Grass to manage and/or supervise execution of part of the works, Edel Grass can only be held liable for damage that arises in the periods when it actually performs this supervisory role in accordance with the order.