

General sales and delivery terms and conditions Edel Grass b.v.

Definitions

Seller: Edel Grass BV, the user of the general sales and delivery terms and conditions.

Purchaser: The opposite party of the seller.

Contract: The contract between purchaser and seller.

PART I: GENERAL

Article 1. Scope of application

- 1) These general sales and delivery terms and conditions govern the contractual relationship between the seller and the purchaser and apply to all (future) offers, quotes and contracts, of whatever name, supplied by the seller, unless otherwise explicitly agreed in writing. In particular, these terms and conditions also apply to the contracts we have entered into for the supply of goods to our purchaser.
- 2) When in these general sales and delivery terms and conditions the term "purchaser" is used, this refers to any individual who, or a legal entity which has signed a contract with the seller or wishes to enter into a different agreement. The term "purchaser" also specifically refers to the person or entity who gave the assignment and at whose cost the goods will be supplied.
- 3) Deviations from the present general sales and delivery terms and conditions are only permitted if explicitly agreed upon in writing.
- 4) Should the purchaser also refer to their own general terms and conditions, these terms and conditions specifically do not apply and are explicitly excluded. This is different if and insofar as the relevance of the terms and conditions of the purchaser do not conflict with our general sales and delivery terms and conditions. However, in case of conflicts/contradictions, only the terms and conditions of the seller will apply. Any clause to the contrary in the terms and conditions of the purchaser does not affect the abovementioned.
- 5) The term "delivery or delivery of goods" in this general sales and delivery terms and conditions refers to the performance of services and labour of any nature.
- 6) If these general sales and delivery terms and conditions are partially not binding or invalid, both parties remain bound for the remaining part of these terms and conditions. The seller will, in that case, be entitled to replace the invalid or non-binding part by clauses that are valid and binding and which, seeing the content and the extent of these general terms and conditions, will be as similar as possible to those of the invalid or not binding part.
- 7) If one or more clauses in these general terms and conditions are rendered null and void or have been removed, the other clauses of these general terms and conditions remain valid.

Article 2. Offers/quotations

- 1) Offers and quotations are made without commitment for the seller. The seller is bound only by written confirmation of orders. Offers made by the seller are valid during the validity period stated in the offer or, if no period is stated, for a period of 30 days.
- 2) Our offers and quotes consist of designs, drawings, models, samples, descriptions, images etc., as well as any appendices and documentation related to these. The abovementioned and all the tools required remain our property and must be returned to us at our request, and may not be copied and given to third parties without express written permission from the seller, this under penalty of compensation to the seller. The purchaser acknowledges that the seller owns or has the right to distribute the goods and that any right, title, and interest to all copyrights, trademarks, service marks, logos, patents, and other intellectual property rights pertaining thereto are and shall remain exclusively vested in the seller or its licensor(s), including any developments and improvements hereof (including those that would be created by the purchaser – to the extent required, the purchaser hereby assigns to the seller all such intellectual property rights which might otherwise be vested in the purchaser). The purchaser has no rights in these intellectual property rights other than as expressly provided in the agreement, and shall use them solely for the purpose of executing the agreement. It may not sub-license the use of these intellectual property rights without the prior written consent of the seller. Unless expressly agreed otherwise by the seller in writing, the purchaser shall not display the goods for resale without displaying the seller's trademark in association therewith and the purchaser shall only display such trademark(s) in the manner which is approved by the seller. Neither shall the purchaser take any action that might impair in any way any right or interest of the seller in or to any of its intellectual property rights. In case of a third party claim, the purchaser shall immediately notify the seller of such claim and afford the seller the sole control of the defense. In all cases, the seller shall have the conduct of all proceedings relating to the intellectual property rights and shall in its sole discretion decide what action (if any) to take in respect of any

infringement or alleged infringement hereof. The purchaser shall at the request of the seller give full co-operation in any such action, claim or proceedings. On termination of the agreement, the purchaser shall immediately discontinue any and all use of the intellectual property rights of the seller or its licensor(s), except to the extent expressly allowed by virtue of mandatory law.

Article 3. Contract realisation

- 1) A contract is concluded upon receipt of the signed order confirmation and the present general terms and conditions.
In case the purchaser wishes to abandon the agreement, this is considered as a breach of contract, entitling the seller to payment of the costs incurred by him, as well as a flat-rate compensation of 30% on the agreed price (excl. VAT). The purchaser expressly acknowledges that this compensation reflects the actual damage suffered by the seller.
- 2) Any additional agreements and/or promises made and/or concluded by our employees or made on our behalf and/or made by other persons acting as representatives, are only binding if these agreements and/or promises have been confirmed in writing by an authorized manager of our company.
- 3) If an individual concludes a contract for or for the account of another individual, he will state that he is authorised to do so. This person is, just like the other individual, jointly and severally liable for all the obligations resulting from the agreement.

Article 4. Prices

- 1) Our prices are stated excluding VAT and costs for export, handling, freight, administration and packaging, unless otherwise explicitly agreed upon in writing. The purchaser is responsible for payment of all applicable state and local taxes or for providing a valid sales tax exemption certificate. The prices referenced herein do not include, and the purchaser agrees to pay all sales-, use-, ad valorem-, excise-, withholding- and other governmentally imposed levies, taxes, duties, and other assessments, however designated or levied, and whether levied by city, state, federal or other entity for or related to the goods provided under the agreement and pursuant to the agreement (exclusive of taxes based on the net income of the seller).
- 2) The prices included in the quotes, contracts and order confirmations are based on the current cost factors, such as exchange rates, manufacturer's prices, raw materials and materials prices, wages and transport costs, insurance premiums, taxes, import duties and other levies from the government at the time the contract was concluded.
- 3) The seller retains the right to recharge any increase of one or more of these cost factors to the purchaser, should these costs have increased after the date the contract was concluded but before the date of supply. The seller is also entitled to cancel the contract in whole or in part in such a case, without any legal intervention being required and without the purchaser being able to claim compensation. This last entitlement is also given to the purchaser, however only if the seller has concluded that the changes will result in an increase of the price stated on the order confirmation within a period of three (3) months after concluding the contract. Should the purchaser utilise this right, the purchaser must send the seller a registered letter for the cancellation of the contract, within a period of five (5) business days after receipt of the notification in question.

Article 5. Delivery and supply periods

- 1) The supply period takes off on the date the contract was concluded (cfr. article 3), provided that the seller has all the information needed for the execution of the order and which information is provided by the purchaser. The supply period will never be considered as imperative but is merely an indication from which the purchaser cannot derive any rights, unless otherwise explicitly agreed upon in an individual agreement. If - in deviation of the abovementioned - the individual contract explicitly states a penalty fee that has been agreed for exceeding the delivery time it is not payable if the late delivery is due to a force majeure event as meant in article 10 of these general terms and conditions.
- 2) Unless the order confirmation states the opposite, the delivery of the goods will be at the warehouse of the seller. The seller will also supply to the warehouse for a foreign purchaser, unless otherwise agreed. Further transport of the goods is for the account and risk of the purchaser. Customs clearance is arranged by the seller but is payable by the purchaser.
- 3) Unless the purchaser arranges a shipping agent for the goods sent by the seller, the seller will arrange a shipping agent he deems suitable, for the account and risk of the purchaser.

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- 4) Should the purchaser request a delivery that differs from the original arrangements, the seller is entitled to invoice the purchaser any additional costs incurred as a result of this arrangement.
- 5) If the delivery is done in parts, the seller is entitled to consider each delivery as a separate transaction.
- 6) The purchaser must collect the purchased goods within the time specified. If the purchaser is in default, the seller is entitled, based on Article 6:60 of the Dutch Civil Code, to request a competent court to relieve him of his agreement for the supply of the agreed upon goods, or to claim payment of the purchase price of the part that was not accepted, without issuing a prior proof of default. If the purchaser does not meet its payment obligations this is considered a serious default, in which case the seller is entitled to declare the contract null and void without any legal intervention. If the purchaser remains in default in accordance with what is stated above, the goods are deemed to have been delivered and the goods will be stored at the account and risk of the purchaser at a fee to cover the costs of storage.
- 7) If the delivery is made by the seller, the purchaser is obliged to ensure that the seller has easy access to the delivery address. Should circumstances occur, causing the delivery address to be inaccessible on the planned date, the purchaser must inform the seller thereof well in time before the delivery. The seller retains the right to postpone or delay the deliveries if it becomes apparent that the delivery address is not easily accessible. Any additional costs made by the seller for these special circumstances are payable by the purchaser.

Article 6. Complaints

- 1) The purchaser is responsible for the correctness and completeness of the data provided to the seller. The purchaser must take into account the usual margin of error and minor adjustments of the goods supplied by the seller and stated in the order, or the documentation pertaining to it, pursuant to article 2 section 2, in respect of the measurements, colour retention, specific data provided by the seller, etc. In particular, the deviations apply to the quantity stated in the contract; the purchaser shall also take into account the usual margins here. The goods supplied by the seller may deviate from the description stated in the order if and insofar as it concerns minor size differences, differences in quantity and minor adjustments and improvements.
- 2) Complaints of the purchaser, concerning matters where the fault is clearly visible, must be brought to our attention by the purchaser within five (5) business days after delivery or within five (5) business days after the date of the invoice if the goods could not be delivered to the purchaser. This must be done by registered letter in which a clear and precise description is given of the nature of the complaint and the invoice number relating to the goods in question. The purchaser must perform a careful, complete and timely inspection and he loses the right to rely on a lack of conformity of the goods if he does not give notice to the seller.
- 3) Any complaints for hidden defects must be formulated in writing within five (5) business days from the date the defect is discovered or reasonably had to be discovered, and in any case within three (3) months after delivery, in the manner stated above in section 2. Failure of the purchaser to provide timely written notice of any such defects shall constitute a waiver by the purchaser of all such claims. In such case, the goods shall be deemed to conform to the terms of the agreement, and the purchaser shall be deemed to have accepted the goods and shall pay for the goods in accordance with the terms of the agreement and the purchaser forever releases and discharges the seller from all claims and demands related to this clause. A claim does not entitle the purchaser to delay payment of an invoice. The purchaser shall not return any goods to the seller or incur any shipping or other charges in respect of such goods without the seller's prior written consent. For defaults potentially related to aging, the seller refers to "Addendum 1" of these general terms and conditions.
- 4) Any right for claims the purchaser may have against the seller in respect of the faults of the goods supplied by us become null and void if:
 - a) the seller was not notified within the period stated in section 2 and section 3 above and/or was not notified in the way indicated by the seller;
 - b) the purchaser provides no/insufficient cooperation in the investigation into the validity of the complaints;
 - c) the purchaser did not place, treat, use, store or maintain the goods correctly or has used them under circumstances or for purposes other than the purpose stated by the seller;
 - d) the goods continue to be used in the manner that led to the complaint of the purchaser;

- e) the warranty period stated in the individual contract has lapsed or, if such a period is lacking, the seller is informed of the complaints after more than 3 months have passed since the date of delivery.
- 5) If the abovementioned is objected to within the period specified, the purchaser remains obligated to collect and pay the purchased goods. If the purchaser wishes to return the faulty goods, this must be done by first obtaining the written permission of the seller and then sending the goods, at the expense of the seller, in their original packaging in the manner indicated by the seller.
- 6) Making objections must always be done before the goods are processed or cut. If the goods have already been, partially or completely, processed or cut, the right to object is cancelled and the goods are deemed to be accepted.

Article 7. Liability - Warranty

- 1) Only if the warranty obligations are not carried by third parties, such as manufacturers, and to the extent that the goods have been paid for in full, is the purchaser entitled to claim a warranty. In that case, the liability of the seller is limited to the faults caused by manufacturing faults.

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 the seller automatically lapses if this provision is breached.

The artificial turf produced by the seller along with the infill forms the installation, the whole of which is tested for accreditation by an official and independent body (e.g. FIFA). The fact that a particular infill was used in a test report cannot be considered as a recommendation from the seller other than type, quantities, and specification (particle size). The purchaser takes note that testing proceeds under limited laboratory conditions and shall always verify himself whether a particular infill is suitable for a particular climatic/geographical condition in the region of installation. The seller can never be liable for any defect regarding the (composition or chemical performance of the) infill.

- 2) In case of a complaint, and if the claim in respect of the quality is substantiated and the liability as referred to in section 1 exists, this will only lead to one of the following options, at the discretion of the seller:
 - a) (free) repair of the faults;
 - b) the replacement of the goods or parts with identical or similar goods or parts, after receipt of the faulty goods or parts;
 - c) repayment of the received purchase price/credit note for the invoice sent to the purchaser with a cancellation of the contract without legal intervention, everything in relation to the purchase price, the invoice and the agreement relating to the faulty goods supplied;
 - d) compensation in another form than those stated above, to be determined in deliberation with the purchaser.

For all above options (a, b, c and d) the seller will provide the repair, the replacement, the repayment or the compensation for **maximum the value of the total amount invoiced by the seller** - of the product determined by the seller not to comply with the mentioned warranty - multiplied by a fraction: the numerator of which is the number of years remaining in the unexpired portion of the warranty period and the denominator of which is the total number of years in the warranty period. The purchaser shall be responsible for the value related to the expired portion of the warranty period.

- 3) If the purchaser has performed or has had performed any repairs or adjustments to the goods without first obtaining, in writing, the express permission of the seller, all warranty obligations become null and void.
- 4) Except any obligations in respect of the abovementioned, the seller is never liable to pay any damages to the purchaser and other parties, unless it concerns gross misconduct or fault on his part (to be legally proven by the person holding the seller liable).

The seller is, in particular, never liable for any consequential, company, direct or indirect damages, profits under any name, damages resulting from standstill suffered by the purchaser, their subjects or any third party working on their behalf, by the complete or partial (re-)delivery of goods, delayed or improper delivery, or the delivery not being made at all, even if the seller has been advised of the possibility of such damages.

- 5) The purchaser is not entitled to return the goods for which no motivated reclamation has been provided. However, should this still be done, then all costs in respect of the

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returning of the goods are payable by the purchaser. The seller is, in such an event, free to store the goods of the purchaser at a third party site at the account and risk of the purchaser.

- 6) The purchaser indemnifies the seller against all claims third parties may make in respect of the execution of the contract, for as far as it is not contrary to legislation that the damages and costs resulting from these resulting claims are payable by the purchaser.
- 7) For further provisions on the warranty, the seller makes reference to annex 1, of which the purchaser declares to have received a copy and which forms an integral part of the contractual relationship between the purchaser and the seller.

Article 8. Insurance

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

Article 9. Ownership reservation and guarantee

- 1) Goods supplied by the seller are owned by him until the moment the seller receives full payment from the purchaser of all that is owed to the seller in respect of, linked to, or resulting from the goods supplied by him. If the seller deems it necessary, he retains the right to request guarantee from the purchaser in respect of their obligations.
- 2) The purchaser is not entitled to give goods that have not been paid in pledge or to apply right of lien without property or any other business or personal right for the benefit of a third party.
- 3) Notwithstanding what has been stated in this article above, the purchaser is permitted to sell goods to third parties, but only as part of its normal business operations. As such, the purchaser must directly pay the seller the money they obtained from the sale, or, if it was not paid for in cash, immediately transfer the claim received to the seller.
- 4) The seller is at all times entitled to retrieve the goods that are located at the purchasers or third party premises, but are still his property, if the seller can reasonably assume that there is a real possibility that the purchaser cannot meet their obligations. The abovementioned does not affect our general legal rights. In particular, we retain the right to claim damages from the purchaser after reclaiming the goods.
- 5) The purchaser is obligated to insure against the risk of fire and theft in respect of the unpaid goods against the sale value, and to provide proof of this insurance at request of the seller.
- 6) The goods supplied by the seller that are part of the first section of this article pursuant to the retaining of ownership, are only allowed to be resold as part of normal business operations and may never be used as currency.

Article 10. Payment

- 1) Payments must be made in EUR, unless otherwise agreed, without any deduction or discount, in cash at our location or by transferring money into a bank account designated by the seller, in both cases immediately after delivery of the goods supplied, but no later than 14 days after the date of the invoice, unless otherwise explicitly agreed upon in writing. When payment is made by bank or giro transfer, the date of crediting as stated on our bank statement is considered the date of payment.
- 2) If the purchaser does not make the (full) payment in time, he is declared in default without requiring a proof of default. As such, the seller is entitled, if and for as far as a sufficient nexus exists with the default of the purchaser, to suspend its own obligations arising from all agreements it has with the purchaser, notwithstanding our rights arising from common law.
- 3) The purchaser is also entitled to request payment or a guarantee for the timely payment of the goods that are still to be supplied. On top of this, the seller is also entitled to cancel the contract without legal intervention, whereby the purchaser is still obligated to return the goods supplied, or to cancel the obligation in any other way of the sellers performance, notwithstanding the right of the seller to claim damages. If the purchaser remains in default of a timely payment, he will pay the seller or the credit insurer of the seller, without any further notification on our part, a monthly legal interest of 2% as of the final date up to the date the full payment

has been received, calculated over the unpaid amount, whereby the interest is immediately payable without requiring further proof of default.

- 4) All the costs incurred for the collection of the invoiced amounts, including the non-judicial collection costs are payable by the purchaser (debtor). The non-judicial collection costs are at least 15% of the main sum with a minimum of €50.00. Moreover, all the negative consequences of exchange rate loss or other losses resulting from the late payment or non-payment are payable by the purchaser, even if the purchaser had met their payment obligations in time as stated in the legislation of the country of the purchaser, but circumstances and measures beyond their control caused the transfer to be made in such a way that it had negative consequences for the seller.
- 5) Payments will, pursuant to Article 6:44 of the Dutch Civil Code, first be deducted from the costs as meant in section 3, then from the interest and finally deducted from the main sum and the current interest.
- 6) If the financial position of the purchaser significantly deteriorates after the contract has been concluded, but before the supply of the goods, the seller is entitled to the full or partial cancellation of further execution of the contract, or to order an amendment of the payment terms and conditions.
- 7) The seller can transfer their claims resulting from all transactions to a credit insurer of their choice.

Article 11. Force majeure

In the context of this agreement, any unforeseeable event beyond the control of the seller, the effects of which cannot be avoided and preventing the performance of an obligation, shall be considered as a force majeure event.

Force majeure is any circumstance beyond control, being of such a nature that upholding the contract cannot reasonably be expected, i.e. non-attributable shortcomings in upholding the contract. Force majeure includes: war, riots and any type of hostility, blockade, boycott, natural disasters, epidemics/pandemics, shortages or lack of raw materials, delays or the lack of means of transportation, disturbances in our company and/or our suppliers, import and export limitations or embargoes, limitations caused by measures, legislation or decrees by the government at the international, national or regional level. If, due to force majeure, the seller cannot provide a sufficient or timely full or partial delivery of the goods, the seller is entitled to consider the part of the contract that has not been executed at that time, to be cancelled, or to postpone the order for a definite or indefinite period of time. In the event of force majeure, the purchaser cannot claim any damage from the seller.

Article 12. Compliance with law

The purchaser shall comply with all applicable laws governing the sale of the goods enforced by the United States, the United Kingdom, the European Union and its member states, and any other laws applicable in the jurisdictions where the seller and purchaser operate. Such laws include, without limitation (i) any economic sanctions, export controls, embargos, or other restrictive trade measures; (ii) any laws prohibiting fraud, money laundering, or other transactions that transmit or conceal funds associated with criminal or terrorist activities; and (iii) any laws prohibiting bribery, corruption, or similar activities, including the U.S. Foreign Corrupt Practices Act, the United Kingdom Bribery Act, the OECD Anti-Bribery Convention, or similar laws (iv) any applicable data protection legislation. The purchaser and its agents shall not undertake any commercial or other activities that could expose the seller to civil or criminal liability under applicable laws, or otherwise subject the seller to government investigations, enforcement actions, or other similar proceedings. The purchaser shall immediately notify the seller if it has reason to believe that its activities (or those undertaken by its agents) violated any applicable laws, or would otherwise be detrimental to the sellers' image or reputation. The seller is entitled to terminate any transactions involving the purchaser or its agents with immediate effect (via fax or registered letter) if the purchaser or its agents engage in any activities that may violate these and other applicable laws. The purchaser shall be solely and exclusively responsible for all commercial losses it or its agents incur as a result of such terminations.

Article 13. Processing of personal data

For the purpose of what is described below "Personal Data" shall mean any information relating to an identified or identifiable Data Subject. "Data Subject" shall mean any individual who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person. "Personal Data Breach" shall mean a breach of security leading to the accidental or unlawful destruction, loss, alteration,

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unauthorized disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

To the extent that Personal Data are processed in the provision of the goods, the seller shall adhere to any applicable data protection law and shall implement appropriate technical, physical and organizational security measures to protect Personal Data against loss and unlawful processing. The seller shall keep Personal Data confidential and shall not disclose Personal Data in any way to a third party without the prior written approval of the seller, except where Personal Data need to be disclosed to a competent public authority to comply with a legal obligation or as required for audit purposes.

The seller shall procure that its employees only process Personal Data: (i) in order to perform the agreement with the seller or (ii) to comply with any applicable legislation. In the event of a Personal Data Breach, the seller shall promptly (i) take adequate remedial measures, (ii) provide the purchaser with all relevant information and (iii) fully cooperate with the purchaser. If any Personal Data will be transferred to countries outside the EEA, the Data Controller shall ensure that all legal requirements for such transfer are met.

The seller shall assist the purchaser in any obligation it may have under any applicable data protection law (such as responding to requests for exercising Data Subject's rights, carrying out data protection impact assessments etc.). The purchaser and the purchaser's nominated representative(s) shall, subject to reasonable business security requirements, have the right to request any information to demonstrate compliance.

Article 14. Applicable law

Solely Dutch law, with the exception of the Vienna Convention, governs our quotes and the contracts we have concluded. In case of contradictions between Dutch law and the Vienna Convention, the latter shall prevail.

Article 15. Settlement of disputes

All disputes, of whatever nature, in connection with or resulting from the contracts concluded between the seller and purchaser are to be judged by the competent court in the Netherlands.

The purchaser declares to have taken note of these general terms and conditions (and the annex(es)), and expressly acknowledges that they apply to the contractual relationship between him and the seller.

PART II: CONTRACT WORKS

Article 1. Scope of application

- 1) This section applies only insofar as the seller undertakes to perform works.

Article 2. 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) The seller invoices its services and activities each month, unless agreed otherwise. The invoices are submitted digitally. The seller is entitled to submit invoices for advance payments.

Article 3. Collaboration with third parties

- 1) If, at the request of the purchaser, the seller collaborates with one or more auxiliary persons, the seller shall not be responsible and liable for the part of the order carried out by these auxiliary persons, unless and insofar as the seller has explicitly accepted this liability in writing. In such cases, the purchaser manages coordination between the parties and is responsible for the information to be provided by these auxiliary persons to the seller.
- 2) If the seller itself engages one or more auxiliary persons for fulfillment of an order awarded to it, the seller 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 the seller.

Article 4. Delivery and delivery time

- 1) The purchaser must inform the seller 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 purchaser is found to be incorrect or incomplete, and this results in additional costs for the seller, the purchaser must

reimburse these costs to the seller (e.g. man-hours, material costs and transport costs).

- 2) If a specific delivery period has been agreed, or it has been agreed that the seller 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 purchaser has not yet made all the preparations necessary for the realization of the works under the contract. The seller 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, the seller shall only be in default if it has received a written notice of default from the purchaser, which sets a reasonable period within which the seller must perform the works, start the works or complete the works, and the seller fails to comply within this reasonable period.
- 4) An overrun in respect of the period allowed for remedy of the default shall entitle the purchaser to dissolve the contract. In that case, the purchaser is not entitled to compensation and may not carry out works or have works carried out at the expense of the seller, 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 the seller.
- 5) If it has been agreed that the works and/or delivery shall take place in phases, the seller may postpone the start of the works and/or deliveries associated with a phase until the purchaser has confirmed and approved completion of the preceding phase in writing. The purchaser 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 the seller for any costs and damage/losses resulting from such a delay.
- 6) If the seller does not deliver on time, does not start the works on time or does not complete the works on time, the purchaser is not entitled to suspend its obligations under the contract.

Article 5. Works at the physical site

- 1) If supplying the goods involves accessing plots of land, permission for this shall be granted or arranged by the purchaser. Any damage suffered by the seller, due to permission not being obtained or being obtained belatedly, shall be for the purchasers' account.
- 2) The seller is not liable for damage, whatever the cause, to the property of the purchaser 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 the seller. The purchaser shall indemnify the seller against all claims by third parties in respect of the aforementioned damage.
- 3) Unless otherwise agreed, the purchaser shall ensure that the work site is made available to the seller 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 the seller, unless otherwise stated in the offer.

Article 6. Supervision

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

Signature

Date _____

Client

Signed by (full name & title)

Signature