



General delivery and assembly conditions

ARTICLE 1 APPLICABILITY

1.1 These terms and conditions shall apply to all offers and to all agreements for the performance of work and/or sale and purchase of Klaver Fietsparkeren, established in Hoogeveen, hereinafter referred to as the contractor. The client/purchaser shall be referred to as the other party.

1.2 Terms/provisions to the contrary shall only form part of the agreement concluded between the parties if and insofar as both parties have expressly agreed so in writing.

1.3 The acceptance and retention by the other party without comment of an offer or order confirmation, on which reference is made to these terms and conditions, shall be deemed to be agreement to their application. The possible inapplicability of (part of) a provision of these general terms and conditions shall not affect the applicability of the remaining provisions.

ARTICLE 2 OFFERS

2.1 All offers, quotations, price lists, delivery times etc. of the contractor are without obligation.

2.2 All quotations/offers are non-binding unless they contain a deadline for acceptance. If a quotation/offer contains a non-binding offer and it is accepted by the other party, the contractor has the right to revoke the offer within two days of receiving the acceptance.

2.3 If the order to carry out the work is not given to the contractor, the offer complete with designs, sketches, illustrations and drawings etc. referred to in paragraph 3 shall be returned to him carriage paid within 14 days of the date of the decision, such on penalty of a fine of €453.78 per day to be forfeited by the other party, payable immediately.

2.4 Also, if the performance of the work is not given to the contractor, the contractor shall be entitled to charge all costs incurred in providing his offer to the person who requested the offer.

2.5
a. If between the date of conclusion of the agreement and delivery, the cost price of the goods/ materials ordered increases and/or changes are made by the government and/or trade organisations to wages, working conditions or social provisions, the user shall be entitled to pass on these increases to the other party. Should between the aforementioned dates a new price list be issued by the contractor and/or suppliers and come into effect, the contractor shall be entitled to charge the other party the prices stated therein, or to apply the provisions of the previous sentence.

b. In case the other party is a natural person not acting in the exercise of a profession or business, price increases may be passed on/charged 3 months after their conclusion in the above sense. In the event of price increases at a shorter term, that other party shall be entitled to dissolve the agreement.

2.6 The contractor shall be authorised to engage third parties to perform the agreed work.

ARTICLE 3 AGREEMENTS

3.1 If the agreement is entered into in writing, it comes into effect on the day the contract is signed by the contractor or the day the written order confirmation is sent by the contractor.

3.2 As additional work is considered all that is delivered and/or installed by the contractor in consultation with the purchaser, whether or not laid down in writing, during the execution of the agreement in excess of the quantities explicitly laid down in the contract or order confirmation, or is performed in excess of the activities explicitly laid down in the contract or order confirmation.

3.3 Verbal promises by and agreements with employees of the contractor shall bind the contractor only insofar as they have been confirmed by him in writing.

ARTICLE 4 PRICE

4.1 Unless otherwise agreed, all prices are exclusive of VAT, costs of transport, insurance, installation and levies imposed by the authorities.

4.2 Prices are based on the cost price at the time of confirmation of the agreement by Klaver Fietsparkeren. If, for example due to changes in exchange rates, changes in government regulations or other causes, the cost price subsequently undergoes an increase, Klaver Fietsparkeren is entitled to also increase the agreed sales prices accordingly. The purchaser shall be obliged to pay the purchase price thus increased. If the purchase price is thus increased within three months of the conclusion of the agreement in question, the purchaser shall be entitled to dissolve the agreement against reimbursement of the direct costs incurred by Klaver Fietsparkeren in connection with the agreement.

ARTICLE 5 DELIVERY/PERFORMANCE

5.1 Delivery shall be made free on shore from a net order amount of € 1500. Stated delivery times can never be regarded as deadlines, unless expressly agreed otherwise. In the event of late delivery, the contractor must therefore be given written notice of default. In case of instalments, the delivery period shall commence from the moment the first instalment is received by the contractor. Exceeding the term cannot lead to liability for damages on the part of the contractor, nor to the authority on the part of the other party to suspend his obligations towards the contractor or to dissolve the agreement. If the other party is a natural person not acting in the exercise of a profession or business, his rights of suspension and dissolution may be maintained.

5.2 If the user has undertaken to assemble the products, the delivery shall be completed when the products, or at least their main parts, are delivered ready for operation at the place mentioned in the agreement.

5.3 Delivery of accepted work means the actual delivery to the other party. The work shall be considered delivered when it has been carried out or completed in its entirety and the other party has been notified thereof. If, through no fault of the user, any part cannot be delivered at the same time as the entire work is completed, the delivery may still take place. Commissioning by the client or his contractor shall be regarded as official completion.

5.4 If it proves impossible to deliver the products to the other party, the contractor shall, after giving notice of default to the other party and after the period specified in the notice of default has expired, reserve the right to store the products/materials purchased for the performance of the work at the other party's expense and risk. The foregoing shall not affect the other party's obligation to pay the purchase price.

5.5 Delivery shall be made to an address specified by the other party. The other party shall ensure that the destination/unloading point is easily accessible.

5.6 If necessary, packaging will be charged at cost price and not taken back. The necessity of using packaging is at the discretion of the contractor.

5.7 The contractor shall be entitled to demand security from the other party regarding the fulfilment of financial obligations before making delivery.

ARTICLE 6 OWNERSHIP

The contractor reserves the intellectual and industrial property rights to the designs, images and drawings, sketches and quotations provided with the offer on any data carrier. These goods remain property and may not be copied, shown or otherwise displayed to third parties. In most cases, a non-disclosure statement will be completed for this purpose.

ARTICLE 7 TRANSPORT

7.1 Shipment of ordered items shall take place in a manner to be determined by the contractor. The responsibility of transport shall be borne by the carrier.

7.2 The contractor shall not be liable for damages of any kind or form related to transport.

7.3 The other party must take out adequate insurance against the aforementioned risks.

7.4 Only if the user has undertaken to assemble the products at an agreed location, transport shall take place at his expense and risk.

ARTICLE 8 ASSEMBLY

8.1 An appointment will be made between Clover's project manager and the designated representative of the other party before the assembly commences. This appointment will be confirmed in writing, if necessary by e-mail.

8.2 The assembly appointment can be cancelled free of charge by the other party up to 48 hours before the start of the assembly.

8.3 If the cancellation takes place less than 48 hours in advance, the user is entitled - if no replacement assembly appointment can be found - to charge the assembly, as if it had been performed, as additional work to the other party with deduction of the variable car costs and daily allowances of the assembly crew.

8.4 An authorised representative of the other party must be present at the start of assembly and delivery. The authorised representative must agree the time of delivery in consultation with Clover's project leader in order to avoid additional work due to waiting times.

8.5 Assembly vans and any trucks will have to be able to drive up to and near the work or assembly site. In the case of fencing, the wagons must be able to drive along the route. A free working space of 2.5 metres in circumference must be guaranteed.

8.6 If this possibility is lacking, additional work will arise due to a delay in the work as a result of any adjustment or deployment of additional manpower. At the start of the assembly work, Klaver's team leader will immediately inform the authorised representative of the other party.

8.7 The other party must ensure at its own expense that the terrain on which assembly is to take place is free of obstacles in and above the ground. Obstacles are understood to include: rubble, asphalt, tree or root stumps, old foundations, ditches, dune sand, water levels higher than 60 cm below ground level, pipes, paving, in short, anything requiring digging, hacking and/or breaking work, as well as drainage if necessary.

8.8 The site should be made ready for assembly before the work begins.

If, at the agreed time, the site is not ready for assembly and/or accessible in the sense of this article, costs related to extra work, waiting times, etc. will be charged to the other party as additional work, even if such work may be necessary at a better time.

8.9 If the condition of the terrain changes after the order has been accepted for use, any resulting costs due to additional work or additional material and transport costs shall be borne by the other party.

8.10 The other party is obliged to indemnify Klaver against claims for compensation for damage caused to cables and/or pipelines as well as the damage resulting therefrom, unless the other party has informed the user of their presence and location by means of stakes. The user is not liable for compensation for cable and/or pipeline damage or consequential damage.

8.11 If obstacles are encountered during excavation work in normal sandy soil for the foundation, they can be removed by us. The resulting additional work will be charged separately.

8.12 On sites where the goods to be delivered must be assembled in a level manner, the necessary levelling work must be carried out by and/or at the expense of the other party. On unlevelled sites, fencing will be installed in line with the slope of the site, unless agreed otherwise. Canopies and the like are always mounted level.

8.13 The height should be indicated, as well as the points for corners and ends, possibly also the door or gate placements. Any removal (by third parties) of the markings shall be at the risk of the other party.

8.14 The price does not include the cost of additional assistance in moving those parts* that cannot be handled by the User, nor the hoisting or lifting equipment and hoists to be used for this purpose. The user's assembly rates are based on assembly at ground level and horizontal transport. (parts*: heavier than 100 kg and/or larger than 400x250 cm).

8.15 The cost of construction and connections to sewage, gas, water or electricity networks is not included in the price. Cabling and sewerage within the canopy are. Connections can be made at an extra charge.

8.16 Unless otherwise agreed, the re-laying of paving of any kind is not included in the price.

8.17 The removal of excavated soil is never included in the price. Rules on contamination etc. mean that the soil may not cross the municipal boundary.

8.18 Assembling:

- bicycle parking systems and anchoring devices;
- components of operation/handling or survey of electrically driven installations; is also standard never included in the price unless agreed otherwise in writing.

8.19 The packaging material released shall be deposited in containers provided or designated by the other party in the immediate vicinity by the user.

8.20 If assembly work has to be interrupted due to external causes, on the order of or with the knowledge of the other party, the additional costs arising will be passed on to the other party.

8.21 Assembly delays caused by security or the like will be charged as additional work.

8.22 Delivery of accepted work means the actual delivery to the other party. The work shall be considered delivered when it has been carried out or completed in its entirety and the other party has been notified thereof. If any part cannot be delivered simultaneously with the completion of the entire work through no fault of the user, the delivery can still take place.

8.23 If -despite agreement to the contrary- the authorised representative of the other party is not present or does not appear within a reasonable period of time, the user's team leader may unilaterally carry out the delivery with a third party.

8.24 Upon commissioning of the assembled work by the other party, the work shall be deemed delivered, on the understanding that by commissioning part of the assembled work, that part shall be deemed delivered.

8.25 Minor defects, which can be repaired within 30 days of delivery, will not prevent delivery.

8.26 If approval of the work is withheld which prevents delivery, the other party is obliged to inform the user of this in writing, giving reasons.

8.27 The other party shall, at its own expense and risk, provide suitable accommodation, proper sanitary facilities and facilities required by the Working Conditions Act for the user's staff, as well as, if necessary, dry, heated, lockable storage places for materials, tools, etc.

8.28 Unforeseeable costs, such as those arising from work for assembly outside normal working hours and, whether or not related, travel and accommodation costs will be charged to the other party as additional work.

ARTICLE 9 CHANGES TO THE CONTRACTED WORK

9.1 All changes in accepted work, whether due to special instructions from the other party, or as a result of changes in the construction or caused by the fact that the data provided do not correspond to the actual execution of the construction, if this results in additional costs, shall be regarded as additional work.

9.2 Additional and less work will be settled on an equitable basis with the payment of the principal sum or the last instalment thereof, respectively.

9.3 As additional work is considered all that is delivered and/or installed by the contractor in consultation with the purchaser, whether or not recorded in writing, during the execution of the agreement in excess of the quantities explicitly laid down in the contract or order confirmation, or is performed in excess of the activities explicitly laid down in the contract or order confirmation.

9.4 Additional work must be approved in writing before commencement of the work. Without written agreement, the work will not be carried out.

ARTICLE 10 IMPRACTICABILITY OF THE COMMISSION

10.1 If, during the execution of the work, it appears that it cannot be carried out as a result of circumstances unknown to us or force majeure, we shall be entitled to demand that the order be changed in such a way that the execution of the work becomes possible, except when the execution will be completely impossible as a result of force majeure.

10.2 The greater or lesser costs arising from the change in the order will be settled between the parties, whereby the other party must compensate the work already (unnecessarily) carried out by us.

ARTICLE 11 MAINTENANCE

11.1 Klaver Fietsparkeren is, if requested by the customer, obliged to maintain the goods to be delivered following the warranty period referred to in Article 12 (Guarantees) of the terms and conditions, for a period of one year each time. Klaver guarantees that it is able to maintain the goods.

11.2 With the conclusion of an agreement relating to maintenance, Clover undertakes to maintain the goods named therein in accordance with the provisions of this article.

11.3 The maintenance to be carried out in relation to the goods include:

- a. Preventive maintenance: The maintenance of the goods, i.e. ensuring, by taking appropriate preventive measures, that the goods are maintained for the duration of the agreed maintenance period will function in accordance with the provisions of Article 12 (Guarantees) of the terms and conditions regarding warranty.
- b. Corrective maintenance: detecting and repairing defects in the goods after these have been reported by the customer or are otherwise known to Klaver Fietsparkeren.
- c. Innovative maintenance: changing parts of the goods in consultation with the client in order to increase their reliability, change functions or add new functions and/or solve problems in their use.
- d. Support: Assisting with, and advising on, the use and operation of goods.

11.4 In connection with the maintenance referred to in the previous paragraph under a of this article, Klaver Fietsparkeren undertakes - leaving unaffected the maintenance referred to in the previous paragraph under b of this article - to examine the goods for defects at least once a year, and furthermore immediately if Klaver becomes aware of possible defects in any other way. This will result in a recommendation.

11.5 With regard to the maintenance referred to in the third paragraph under b of this article, Klaver Fietsparkeren undertakes to remedy one or more defects immediately upon notification or otherwise becoming known. If a period has been agreed or a reasonable period has been set at the time of notification, Klaver must repair the defect(s) within that period. This is without prejudice to the agreed availability requirements.

11.6 Maintenance shall in principle be performed at the customer's premises. Maintenance work that cannot reasonably be carried out other than at Klaver Fietsparkeren will take place at its premises.

ARTICLE 12 WARRANTY

12.1 Klaver Fietsparkeren guarantees that the goods are composed of sound components, are free of design, manufacturing and material defects and furthermore comply with all relevant legal provisions concerning, inter alia, quality, environment, safety and health.

12.2 Klaver Fietsparkeren guarantees that the goods comply with the agreed properties and specifications and are at least suitable for the purpose for which they are intended according to the agreement during the entire warranty period and, if maintenance has been agreed following the expiry of this warranty period, also for the duration of the maintenance agreement.

12.3 Klaver Fietsparkeren guarantees that the goods are fully complete and ready for use. It shall ensure that all materials and auxiliary materials necessary for the realisation of the purpose indicated in writing by the customer are delivered, even if they are not named.

12.4 All defects, which occur during the guarantee period, will be fully repaired free of charge and after first notification by the client. If no deadline has been agreed or set, the repair shall take place within 5 working days. If a period has been agreed or a reasonable period has been set by the Principal in the context of his notification, the repair shall take place within that period. If the defects are not repaired within the aforementioned period or if it must be assumed from facts or circumstances that this period will not be met, a solution will be sought in consultation.

12.5 Klaver Fietsparkeren guarantees the availability of spare parts, service parts and components necessary for repair and maintenance of the goods at market rates or prices and under continuation of a previously applied discount for at least five years after the last delivery of the goods under the assignment agreement, unless the parties to the agreement have agreed otherwise in writing.

12.6 Unless otherwise stated in the agreement, the warranty period is 12 months from the date of delivery or delivery or, if an acceptance test has been agreed, from the date of acceptance. The warranty period for preservation is 10 years.

12.7 The 10-year conservation guarantee means that if, within the 10-year guarantee period, more than 5% of the galvanised surface is no longer protected by zinc, other than as a result of subsequent mechanical processing or damage, the guarantee will re-galvanise the work (object). The customer shall, if this case occurs during the first 5 years 0%, after 6 years 20%, after 7 years 40%, after 8 years 60%, after 9 years 80% and after 10 years 100% of the normal galvanisation costs be reimbursed to Klaver Fietsparkeren.

12.8 The 10-year warranty on coating means that, if within the 10-year warranty period more than 5% of the coated surface is no longer protected by paint, other than as a result of subsequent mechanical processing or damage, the warranty will recoat the work (object). If this case occurs during the first 5 years 0%, after 6 years 20%, after 7 years 40%, after 8 years 60%, after 9 years 80% and after 10 years 100% of the normal coating costs shall be reimbursed to Clover.

12.9 Parts subject to wear and tear are not covered by the guarantee. Defects resulting from improper use, vandalism and other external influences are also not covered by the warranty. The warranty only covers material and/or manufacturing defects proven during the warranty period.

12.10 If the purchaser has not fulfilled its financial obligation of the work (object) in question, the right to warranty lapses.

12.11 Excluded from warranty on galvanisation and coating are; dismantling, transport and re-assembly costs as well as the removal or re-application of further coatings and other consequential damage in any form whatsoever.

12.12 The manufacturer's liability is expressly limited to fulfilment of the warranty obligations described in these warranty provisions. Any claims for damages by the user against clover, subject to mandatory provisions on product liability, are excluded.

12.13 If Klaver Fietsparkeren is liable on account of a failure to comply with the present warranty provisions, the damage that the user may claim shall be limited to the direct damage resulting from that failure, to the exclusion of any business, consequential or indirect damage, up to a maximum of the original

purchase price, or to the original price of the services provided, or to an amount covered and paid out by Clover's liability insurance in the relevant case. The rights granted under this warranty are not transferable to a third party.

ARTICLE 13 PAYMENT

13.1 Payment shall be made at Klaver Fietsparkeren's place of business or to an account designated by Klaver Fietsparkeren.

13.2 Payment terms are customer and project specific. The agreed payment terms are stated on the order confirmation and are binding to the order. Payment must be made, in all cases, within 30 days of the invoice date.

13.3 Irrespective of the agreed payment conditions, the customer is obliged at the request of Klaver Fietsparkeren to provide such security for payment as Klaver Fietsparkeren deems sufficient. If the customer fails to do so within the stipulated period, it shall be in default forthwith. In that case, Klaver, as the contractor, shall be entitled to dissolve the agreement and to recover its loss from the customer.

13.4 The customer's right to set off its claims against Klaver Fietsparkeren is excluded, unless there is a case of bankruptcy of the contractor (Klaver).

13.5 The full claim for payment is due immediately if:

- a. a payment deadline has been missed;
- b. client has gone bankrupt or applies for suspension of payments;
- c. attachment is levied on goods or claims of the client;
- d. the principal (company) is dissolved or liquidated;
- e. the client (natural person) is placed under guardianship or dies.

13.6 If payment has not taken place within the agreed payment period, the customer shall immediately owe interest to the contractor. The interest rate shall be 10% per annum, but shall be equal to the statutory interest rate if this is higher. When calculating interest, part of a month is considered a full month.

13.6 If payment has not taken place within the agreed term of payment, the customer shall owe Klaver Fietsparkeren all extrajudicial costs with a minimum of Euro 50.

13.7 Costs are calculated on the basis of the following table:

- on the first Euro 3,000 15%
- on the excess up to Euro 6,000 10%
- on the excess up to Euro 15,000 8%
- on the excess up to Euro 60,000 5%
- on the excess from Euro 60,000 3%

If the actual out-of-court costs incurred are higher than follows from the above calculation, the actual costs incurred are due.

13.8 If Klaver Fietsparkeren is found in favour in legal proceedings, all costs incurred in connection with these proceedings shall be borne by client.

ARTICLE 14 FORCE MAJEURE

14.1 For this purpose, "force majeure" shall mean any circumstance independent of the will of the parties or unforeseeable as a result of which fulfilment of the agreement can no longer reasonably be required by the other party.

14.2 If, in our opinion, the force majeure will be temporary in nature, we are entitled to suspend the performance of the agreement for as long as the circumstance causing the force majeure no longer occurs.

14.3 If, in our opinion, the force majeure situation is of a permanent nature, the parties may make an arrangement on the dissolution of the agreement and the consequences thereof.

14.4 We shall be entitled to claim payment for the performance carried out in the execution of the relevant agreement before the force majeure-causing circumstance became apparent.

ARTICLE 15 COMPLAINTS

15.1 Any complaints will only be considered by us if they reach us directly within 2 working days after delivery of the relevant performance in writing (by e-mail), accurately stating the nature and grounds of the complaints.

15.2 Complaints about invoices should be made in writing (by e-mail to finance@klaverfietsparkeren.nl) within 5 working days of the invoice date.

15.3 After expiry of this period, the other party is deemed to have approved the invoice. If then, complaints will no longer be considered by us.

15.4 If the complaint is found by us to be well-founded, we are only obliged to still deliver the agreed performance.

15.5 If the complaint is found by us to be well-founded, this will suspend the other party's payment obligation until such time as the complaint is settled, however, on the understanding that this only concerns that part of the invoice on which the complaint is found to be well-founded. See also article 13, payment.

15.6 All payments made by the other party primarily serve to pay any interest and collection costs incurred by us and subsequently to pay the oldest outstanding invoices.

15.7 In case the other party: - is declared bankrupt, renounces estate, submits a request for suspension of payment, or all or part of his property is seized, - dies or is placed under guardianship, - fails to fulfil any obligation resting on him by virtue of the law or these terms and conditions, - fails to pay an invoice amount or part thereof within the term set for it, by the mere occurrence of one of the aforementioned circumstances, we shall be entitled either to dissolve the agreement, or to claim any amount owed by the other party on account of the services provided by us, immediately and without any warning or notice of default being required, all without prejudice to our right to compensation for costs, damages and interest.

ARTICLE 16 RESCISSION

If the customer wishes to dissolve the agreement without any fault on the part of the contractor and the contractor agrees to this, the agreement shall be dissolved by mutual consent. The contractor shall in that case be entitled to compensation for all pecuniary damage such as losses suffered, loss of profit and costs incurred.

ARTICLE 17 GOVERNMENT REGULATIONS/PERMITS

If government permits are necessary for the delivery and/or assembly of the user's products and/or government regulations must be complied with, the other party shall ensure that these are obtained or complied with respectively.

ARTICLE 18 SALES AND DELIVERY OUTSIDE THE NETHERLANDS

If sale and delivery to foreign countries:

1. Incoterms shall apply to any applicable sales clauses;
2. the provisions of the Vienna Uniform Sales Convention (CISG, Trbl.1981,184) shall apply, except insofar as they are deviated from in these terms and conditions.

ARTICLE 19 DISPUTES

- a. All our offers, agreements and the performance thereof are governed exclusively by Dutch law.
- b. All disputes, including those considered as such by one party only, arising from or related to the agreement to which these terms and conditions apply or the relevant terms and conditions themselves and their interpretation or performance, both of a factual and legal nature, shall be decided by the competent civil court within whose jurisdiction our domicile is located, unless the subdistrict court has jurisdiction.

ARTICLE 20 APPLICABLE LAW/COMPETENT COURT

20.1 The agreements concluded between the user and the other party are exclusively governed by Dutch law. Disputes arising from the agreements shall also be settled according to Dutch law.

20.2 Any disputes shall be adjudicated by the competent Dutch court in Assen, although the user is entitled to bring a case before the competent court in the place where the other party resides and/or is established.

20.3 In case the other party is a natural person not acting in the exercise of a profession or business, it applies that within 1 month after the user has notified the other party that the case will be submitted to the court, the other party can make it known that it chooses to have the dispute settled by the legally competent court.