

## TERMS AND CONDITIONS GrassSupport B.V.

### Article 1. Definitions

In these Terms and Conditions, the following terms are understood to mean:

- GrassSupport: GrassSupport B.V., having its registered office and principal place of business in Oss (5349 AD) at Parallelweg 18A (CoC number: 89776399). GrassSupport's activities include the wholesale of artificial grass materials and equipment and related items, and the provision of (non-binding) advice on the installation of artificial grass and the handling of complaints.
- The Commissioning Party: any legal entity or natural person, who has concluded or wishes to conclude an agreement with GrassSupport.
- GTC: The latest version of these Terms and Conditions.
- In writing: By letter, email, fax or any other means of communication that can be equated with these, given the current state of technology, including email.
- Agreement: The Agreement for the provision of services, advice, designs and/or the provision of moveable property between GrassSupport and the Commissioning Party, as well as all related (legal) acts.

### Article 2. Scope

1. These Terms and Conditions apply to all legal relationships between GrassSupport and the Commissioning Party (regarding but not limited to, inter alia: purchases and sales, designs, advice, drawings, descriptions and all work in the broadest sense of the word related to the aforementioned).
2. The Terms and Conditions also apply to all agreements with GrassSupport for the performance of services for which third parties need to be engaged.
3. The applicability of the Terms and Conditions or other terms and conditions of the Commissioning Party and/or another party is expressly precluded.
4. If one or more provisions of these Terms and Conditions are null and void, this shall not affect the validity of the remaining provisions. The Parties shall then consult with one another to agree on new provisions. The purpose and purport of the original provision shall be observed as much as possible.
5. In the event of any conflict between the contents of these Terms and Conditions and the quotations, offers and/or the agreements concluded, the provisions of the quotation, offer and/or the Agreement shall prevail.
6. Deviations from the Terms and Conditions shall only be valid if they have been previously agreed in writing by GrassSupport and the Commissioning Party. Such deviations shall not apply to any subsequent legal relationship between GrassSupport and the Commissioning Party.
7. These Terms and Conditions may be amended or supplemented at any time. The amended Terms and Conditions will then also apply to agreements already concluded, with due observance of a period of one month after written notification of this amendment.
8. Without prior written or electronic consent from GrassSupport, the Commissioning Party is not permitted to transfer its rights and obligations under the Agreement to a third party.
9. In the event of delivery to a person acting in the capacity of a profession or business, by accepting the quotation, placing an order and/or commissioning assignments, the Commissioning Party waives its own Terms and Conditions and accepts the present GTC.
10. These GTC shall at all times prevail over any Terms and Conditions of the Commissioning Party. This shall also be the case if any terms and conditions of the Commissioning Party contain a similar prohibiting provision. Each agreement is entered into under the resolute condition that these GTC are applicable.

### Article 3. Offers and quotations

1. All offers, quotations, price quotes and similar communications from GrassSupport are entirely non-binding and can only be accepted without deviations.
2. All offers, quotations, price quotes and similar communications are valid for 30 days after the date of issue, unless the quotation states otherwise. Quotations shall be issued in writing or electronically, except in exceptional and urgent circumstances. If a quotation contains a non-binding offer and this is accepted, GrassSupport has the right to revoke this offer in any case

within 7 days of receipt of the acceptance, in which case no agreement will be deemed to have been established.

3. If the acceptance differs from the offer (on minor points) in the quotation, GrassSupport shall not be bound by it. In this case, the Agreement will not be concluded in accordance with that difference, unless GrassSupport indicates otherwise.
4. The prices in these offers and quotations are exclusive of VAT and other government levies, as well as any costs to be incurred within the framework of the Agreement, including shipping and administration costs, unless indicated otherwise.
5. Information in printed matter or advertising material provided by or originating from GrassSupport are non-binding and are subject to change.
6. Drawings, technical descriptions, designs, estimations, preliminary calculations and calculations, made by GrassSupport, or on its instructions, shall remain the property of GrassSupport. They are not allowed to be disclosed or shown to third parties for the purpose of obtaining a comparable quotation. Nor are they allowed to be copied or otherwise reproduced. If no assignment is commissioned, these documents must be returned to GrassSupport within 14 days of a request made by GrassSupport at the expense of the Commissioning Party.
7. If quotations offered by GrassSupport are (partly) based on information provided by the Commissioning Party, the Commissioning Party then vouches that all relevant information was provided to GrassSupport to the best of its knowledge and ability.
8. Offers and quotations do not automatically apply to future assignments.
9. GrassSupport shall not be bound by any quotation or offer if the Commissioning Party could reasonably have understood that the quotation, or any part thereof, contained an obvious clerical error.

#### **Article 4. Agreement**

1. Once an assignment/order has been given to GrassSupport, an agreement between GrassSupport and the Commissioning Party shall not be deemed legally valid until the assignment/order has been confirmed in writing by GrassSupport.
2. In the event that the Commissioning Party has not (yet) signed the Agreement, the Agreement will also be deemed to have been entered into if it is apparent from the conduct of the Commissioning Party and/or GrassSupport it appears that the Agreement is in fact being carried out.
3. The duration, rates and further conditions of the Assignment will be agreed to (and laid down) in the offer and possibly in the Agreement.
4. If an assignment is commissioned by two or more Commissioning Parties, they shall be jointly and severally liable and GrassSupport is entitled to fulfilment in respect of each of them for the whole of the assignment.
5. Any (further) agreements and/or amendments, as well as any verbal agreements and/or commitments made with those working for, or engaged by, GrassSupport shall not bind GrassSupport unless and insofar as GrassSupport has confirmed them to the Commissioning Party in writing.
6. Anything provided/performed by GrassSupport in consultation with the Commissioning Party, during the execution of the Agreement, whether or not agreed in writing, in addition to the work/services expressly set out in the Agreement, shall be deemed to be additional work.

#### **Article 5. Duration of the Agreement**

1. The Agreement is entered into for the period indicated in the Agreement or for the duration of the assignment described in the Agreement.
2. The Agreement that has been entered into for a definite or indefinite period of time and does not end by completion of the assignment, may be terminated by either party with due observance of a notice period of three months.
3. GrassSupport is entitled to suspend the fulfilment of its obligations or to dissolve the Agreement if:
  - a. The Commissioning Party does not fulfil its obligations under the Agreement or does not fulfil them fully or properly;
  - b. The Commissioning Party is declared bankrupt, has been granted a suspension of payment, whether provisional or not, or any other similar arrangement is made with respect to the other Party, or the other Party has otherwise lost the power to freely

manage or freely dispose of all or any of its assets, whether or not that situation is irrevocable;

- c. the Commissioning Party has ceased to exist or has been dissolved.
4. If the assignment has been granted to GrassSupport with the intention that it should be carried out by a particular person and, in the event of his/her death, shall be completed by another person working for GrassSupport or, if no suitable person is available at GrassSupport at that time, by a third party in consultation with the Commissioning Party. Upon the death of the Commissioning Party/natural person, the rights pass on to his/her heirs.
5. In the event of premature termination of the Agreement, GrassSupport reserves the right to invoice the Commissioning Party for the work carried out up to that point, whereby the Commissioning Party will be provided with the preliminary results of the work carried out up to that point, subject to payment. If additional costs are incurred, these will be charged to the Commissioning Party.
6. A legal claim against GrassSupport for the surrender of any documents in the possession of GrassSupport in connection with the assignment lapses 1 year after termination of the assignment.

## **Article 6. Execution of the Agreement**

1. GrassSupport shall execute the Agreement to the best of its knowledge and ability and in accordance with the standards of good workmanship. All this in accordance with the latest state of technology at the time of entering into the Agreement. This obligation is defined as a "best-efforts" obligation.
2. If and insofar as the proper execution of the Agreement requires it, GrassSupport reserves the right to have certain work carried out by third parties.
3. If the Commissioning Party enters into an agreement directly with this third party, GrassSupport shall not be liable for any failings on the part of this third party.
4. The Commissioning Party shall ensure that all information, which GrassSupport indicates is necessary or which the Commissioning Party should reasonably understand that is necessary for the execution of the Agreement, is provided to GrassSupport in due time. If the information necessary for the execution of the Agreement is not provided to GrassSupport in a timely manner, GrassSupport has the right to suspend the execution of the Agreement and/or to charge the Commissioning Party any additional costs resulting from the delay at the usual rates.
5. GrassSupport is not responsible for the underlying surface on which the shockpad is installed and is never liable towards the Commissioning Party for defects related to the structure and the quality of the underlying surface. If the underlying surface is not ready, as a result of which GrassSupport is unable to carry out the agreed work or services, the Commissioning Party is obliged to compensate GrassSupport for the ensuing (delay) damage suffered.
6. GrassSupport is not liable for damages, of whatever nature, that have arisen because GrassSupport has relied on incorrect and/or incomplete information provided by the Commissioning Party, unless GrassSupport should have been aware of this incorrect or incomplete information.
7. If it has been agreed that the Agreement will be executed in phases, GrassSupport is entitled to suspend the execution of those parts belonging to a subsequent phase until the Commissioning Party has approved the results of the preceding phase in writing.
8. If work is carried out by third parties engaged by GrassSupport as part of the assignment at the premises of the Commissioning Party, or at a location designated by the Commissioning Party, the Commissioning Party shall provide, free of charge, the facilities reasonably required by those employees for the duration of the execution of the agreed work.
9. The Commissioning Party shall indemnify GrassSupport against any third-party claims that suffer damage in connection with the execution of the Agreement and which is attributable to the Commissioning Party.

## **Article 7. Execution period**

1. If a deadline for the completion of certain work has been agreed within the duration period of the Agreement, this is not a strict deadline, even if GrassSupport has assumed it to be binding. If the execution period is exceeded, the Commissioning Party must give GrassSupport written notice of default. GrassSupport must be given a reasonable period of

time to still fulfil the obligations of the Agreement. A period of at least 6 weeks is considered a reasonable period.

2. If the Commissioning Party owes an advance payment or if the Commissioning Party is required to provide information necessary for the execution of the Agreement, the period within which the work is to be completed shall not commence until the payment has been received in full or the information has been provided in full. In all other cases, the period shall commence on the day on which GrassSupport receives the amount which, according to the Agreement, must be paid in advance by the Commissioning Party prior to the commencement of the work.

## **Article 8. Prices**

1. Unless expressly stated otherwise, all quotations given by GrassSupport are subject to price changes.
2. All prices are in Euros, excluding VAT, import duties, levies and duties imposed by the government, unless agreed otherwise.
3. An amendment to the Agreement may change the price or execution period originally quoted, which the Commissioning Party will accept as a possibility. If, during the execution of the Agreement, it becomes necessary to amend or supplement the Agreement in order to execute it properly, the Parties shall consult with each other in a timely manner and then amend the Agreement. No consultation is required and the Commissioning Party will be deemed to have agreed to an amendment to the Agreement provided that the amendment does not deviate by more than 10% from what is set out in the Agreement.
4. Instead of agreeing to remuneration, the Commissioning Party has the right to limit, simplify or terminate the work. The costs incurred up to that point shall be payable by the Commissioning Party. In this case, the amount payable by the Commissioning Party will be determined in accordance with the standards of reasonableness and fairness.
5. Unless expressly agreed otherwise, the prices quoted by GrassSupport or agreed with GrassSupport are exclusive of shipping costs, exclusive of packaging, exclusive of VAT and other government levies, as well as any other costs that are incurred within the framework of the Agreement (such as travel, accommodation expenses).
6. The prices quoted by GrassSupport or agreed with GrassSupport are based on the cost price at the time the quotation is made or an order is accepted by GrassSupport. GrassSupport is entitled to subsequently increase the sales price and pass it on to the Commissioning Party if the price increase stems from an authorisation or obligation pursuant to laws or regulations, or is caused by an increase in production costs, material costs, raw material prices, wages, import duties, taxes, changes in exchange rates, insurance premiums, purchase prices, labour costs, currency fluctuations or an increase in other cost price-determining factors. If GrassSupport increases the price within 3 months after entering into the Agreement, the Commissioning Party, who is a consumer, is in that case at liberty to dissolve the Agreement.
7. Any additional work performed by GrassSupport will be charged to the Commissioning Party, separately from the price agreed between GrassSupport and the Commissioning Party for the assignment. The costs of additional work shall be calculated in the same manner as the price determined for the agreed work/services.
8. If GrassSupport have agreed with the Commissioning Party on a fixed hourly rate, GrassSupport has the right to increase this hourly rate annually in accordance with the Services Producer Price Index (SPPI) of Statistics Netherlands (CBS). Such a price increase does not require that the Commissioning Party be notified.
9. If and insofar as GrassSupport is confronted with (unforeseeable) cost-increasing factors during the fulfilment of an order, it shall be entitled to charge these to the Commissioning Party after notifying the Commissioning Party.

## **Article 9. Payment**

1. Payment by the Commissioning Party must be made without deductions, discounts or setoffs within thirty (30) days of the invoice date. Payment must be made in Euros by means of transfer to a bank account designated by GrassSupport, unless GrassSupport indicates otherwise in writing.
2. The Commissioning Party shall be in default by operation of law if it fails to pay within the 30-day period. The Commissioning Party shall then owe interest of 1% per month, unless the statutory interest is higher in which case the statutory interest shall apply. The interest on the

amount due and payable will be calculated from the moment the Commissioning Party is in default until the moment the full amount is paid.

3. The Commissioning Party will then be immediately liable for extrajudicial collection costs and statutory commercial interest.
4. Unless expressly agreed otherwise in writing in the Agreement Assignment, the following payment obligation shall apply: 50% of the price is billed immediately after concluding the Agreement, a second sum amounting to 30% of the price is billed upon commencement of the work and the remaining sum amounting to 20% of the price is billed after delivery as referred to in these Terms and Conditions.
5. All judicial and extrajudicial (collection) costs reasonably incurred by GrassSupport resulting from the Commissioning Party's failure to fulfil its payment obligations, shall be borne by the Commissioning Party. The extrajudicial costs shall be calculated on the basis of what is customary in the Netherlands, i.e., currently the calculation method in accordance with the Netherlands Extrajudicial Collection Costs Decree (*Besluit vergoeding voor buitengerechtelijke incassokosten*).
6. GrassSupport reserves the right to have payments made by the Commissioning Party go first of all to reduce the costs of storage, then to reduce the interest due and lastly to reduce the principal sum and accrued interest. GrassSupport can, without thereby being deemed in default, refuse an offer of payment if the Commissioning Party specifies a different order of allocation. GrassSupport can refuse full payment of the principal sum if this does not include the outstanding and accrued interest and costs.
7. If the delivery of goods or work is delayed at the request of the Commissioning Party, the Commissioning Party is obliged to pay the agreed price immediately and GrassSupport is entitled to issue an invoice for this immediately.
8. In the case of an assignment granted jointly, the Commissioning Parties are jointly and severally liable for payment of the invoice amount to the extent that the work has been carried out on behalf of the joint Commissioning Parties, regardless of the name the invoice was issued in.
9. The Commissioning Party's right to offset its claims against GrassSupport is expressly precluded. Any claims shall not suspend the obligation of the Commissioning Party to pay.
10. The full claim for payment shall be immediately due and payable if:
  - a payment term has been exceeded by a Commissioning Party acting in the capacity of a profession or business;
  - the Commissioning Party is bankrupt or has been granted a suspension of payment;
  - the Commissioning Party as a company is dissolved or liquidated;
  - the Commissioning Party, as a natural person is placed under guardianship or dies.

## **Article 10. Provision of information**

1. The Commissioning Party shall provide GrassSupport will all data and documents which GrassSupport deems necessary for the proper fulfilment of the assignment granted or which the Commissioning Party should reasonably understand to be necessary for the proper execution of the Agreement, in due time and in the form and manner that GrassSupport has requested.
2. The Commissioning Party is responsible for ensuring the accuracy, security and reliability of the data and documents provided to GrassSupport, even if they originate from third parties, insofar as the nature of the assignment does not dictate otherwise.
3. If and to the extent requested by the Commissioning Party, the documents provided shall be returned to the Commissioning Party.
4. If GrassSupport does not receive the information necessary for the execution of the Agreement, or not does not receive this in time or in the correct form, GrassSupport shall be entitled to suspend the execution of the Agreement and/or to charge the Commissioning Party the additional costs resulting from the delay in accordance with the usual rates.
5. The required electricity, gas and water are for the expense of the Commissioning Party.

## **Article 11. Amendments to the Agreement**

1. If, during the execution of the Agreement, it turns out that for it to be executed properly, it is necessary to change or supplement the services to be provided, the Parties will amend the Agreement accordingly in a timely manner and in mutual consultation.

2. If the Parties agree that the Agreement is to be amended or supplemented, and this may affect the time of completion, GrassSupport shall inform the Commissioning Party of this as soon as possible.
3. If the amendment or a supplement to the Agreement will have financial and/or qualitative consequences, GrassSupport shall inform the Commissioning Party of this in advance.
4. If a fixed price has been agreed upon, GrassSupport shall indicate the extent to which the amendment or supplement to the Agreement will result in this fixed price being exceeded.

## **Article 12. Additional or less work**

1. Settlement of additional or less work takes place in case of changes in the Agreement or in the terms and conditions of its execution.
2. In the case of any changes requested by the Commissioning Party to the Agreement or to the conditions of its execution, GrassSupport can claim an increase in the price if it has informed the Commissioning Party in good time of the necessity of a consequent increase in price, unless the Commissioning Party could have understood the necessity of this itself.
3. Amendments to the Agreement or the conditions of its execution shall - except in exceptional and urgent circumstances - be agreed in writing or electronically. The absence of a written or electronic assignment shall not prejudice claims by GrassSupport and the Commissioning Party for the settlement of additional or less work. In the absence of a written assignment, proof of the amendment shall rest with the party making the claim.

## **Article 13. Retention of title**

1. All goods delivered by GrassSupport, including any designs, sketches, drawings, materials, etc., remain the property of GrassSupport until the Commissioning Party has fulfilled all obligations arising from all Agreements concluded with GrassSupport.
2. The Commissioning Party is not authorised to pledge or in any other way encumber goods falling under the retention of title.
3. If third parties seize the goods delivered under retention of title or wish to establish or assert rights to them, the Commissioning Party is obliged to inform GrassSupport accordingly as soon as may reasonably be expected.
4. In the case that GrassSupport wishes to exercise its property rights as stipulated in this Article, gives the Commissioning Party hereby unconditional and irrevocable permission to GrassSupport or third parties appointed by GrassSupport to enter all places where the property of GrassSupport is located and to recover those goods.

## **Article 14. Default of the Commissioning Party**

1. GrassSupport shall at all times have the right to the provision of adequate security by the Commissioning Party.
2. If the Commissioning Party fails to fulfil any of its obligations, GrassSupport shall be entitled to suspend the work until such time as the Commissioning Party has fulfilled this obligation, or to terminate the work in an uncompleted state, provided that GrassSupport has previously informed the Commissioning Party in writing or electronically of these consequences of non-compliance. The provisions of the previous sentence shall not affect the right of GrassSupport to claim damages, costs and interest.
3. If the Commissioning Party is declared bankrupt, or applies for a suspension of payment, or if any legal attachment is imposed on it by a third party, unless this attachment is lifted within one month, with or without the provision of security, GrassSupport reserves the right without further notice to suspend the work, or to terminate the work in an uncompleted state.
4. If, pursuant to this Article, there is a case of suspension or termination in an uncompleted state, GrassSupport shall have the right to suspend the work without further notice, or to terminate the work in an uncompleted state.

## **Article 15. Advance payment bond**

GrassSupport is at all times entitled to demand advance payment or a security bond before commencing or continuing with the provision of its services. If the Commissioning Party fails to make the required advance payment or provide the security bond, GrassSupport's obligation under the Agreement shall lapse without prejudice to the right of GrassSupport to claim compensation from damages, costs and interest from the Commissioning Party.

## **Article 16. Suspension, dissolution and termination of Agreement**

1. If and as soon as the Commissioning Party fails to fulfil one or more of its obligations, fails to fulfil them on time or properly, is declared bankrupt, applies for a suspension of payment, proceeds to liquidate its business, its business otherwise ceases to operate, part of its assets are seized, or it becomes insolvent in any other way, GrassSupport is entitled to suspend its obligations and/or dissolve the Agreement without notice of default by means of a written notification and with immediate effect and the Commissioning Party is obliged to pay all costs, damages and interest.
2. Full or partial dissolution of the Agreement with GrassSupport on the grounds of late or improper fulfilment by GrassSupport, or due to an error by the Commissioning Party is precluded.
3. Insofar as the Agreement concluded between the Commissioning Party and GrassSupport qualifies as a long-term agreement, both parties have the right to terminate this Agreement with due observance of a notice period of three (3) months.
4. If GrassSupport proceeds with the suspension or dissolution of the Agreement, it is in no way obliged to compensate GrassSupport for any damages and costs incurred as a result thereof.
5. If the Commissioning Party is responsible for the termination, GrassSupport shall be entitled to compensation of all direct and indirect damage suffered.
6. Cancellation of a placed order is not possible. In that case, the Commissioning Party shall be obliged to pay the full invoice as well as all costs already incurred by GrassSupport.

#### **Article 17. Confidentiality and privacy**

1. Each Party undertakes to observe confidentiality towards third parties with regard to all confidential information and data originating from or relating to the other party, insofar as this information and data have become known to the first Party within the scope of the Assignment.
2. GrassSupport has the right to publicise the existence of the agreements entered into between GrassSupport and the Commissioning Party in publications and interviews etc.
3. The Parties mutually undertake to act in accordance with the legislation concerning personal data protection. The Parties will act in accordance with the policy rules obligation of the Dutch Data Protection Authority to report data breaches and the GDPR.
4. GrassSupport is not liable for any fines or claims if the Commissioning Party fails to comply with its obligations under the laws and regulations relating to data protection.

#### **Article 18. Storage**

1. If for whatever reason, the Commissioning Party is unable to take delivery of the goods to be delivered at the agreed time, GrassSupport will, if its storage facilities permit, at the request of the Commissioning Party, keep the goods to be delivered, secure them and take all reasonable measures to prevent deterioration in quality until the goods are delivered to the Commissioning Party.
2. The Commissioning Party is obliged to reimburse GrassSupport for storage costs according to the usual rates of GrassSupport and, if that is not the case, according to the usual rate in that sector, from the time when the goods are ready for dispatch, or, if that is a later time, from the time of the delivery date agreed in the Agreement.

#### **Article 19. Complaints**

1. Complaints regarding the work performed and/or the invoice amount must be made to GrassSupport in writing within 30 days of the date of sending the documents or information that the Commissioning Party is making a complaint about, or within 30 days after the discovery of the shortcoming, if the Commissioning Party is able to prove that it could not within reason have discovered the shortcoming sooner.
2. Complaints as referred to in the first paragraph, do not suspend the payment obligation of the Commissioning Party.
3. In the case of a justified complaint, GrassSupport has the option of either revising the charged fee, improving or redoing the rejected work free of charge or not (or no longer) carrying out the assignment in whole or in part against a proportional refund of the fee already paid by the Commissioning Party.

#### **Article 20. Liability**

1. GrassSupport shall not be liable for damage, of whatever nature, due to the Commissioning Party providing GrassSupport with inaccurate and/or incomplete information.

2. GrassSupport shall only be liable for direct damages.
3. Direct damages are exclusively understood to mean the reasonable costs incurred to determine the cause and extent of the damages, insofar as the determination relates to damages as referred to in these Terms and Conditions, any reasonable costs incurred to ensure that the shortcoming in the performance of GrassSupport complies with the Agreement, insofar as these can be attributed to GrassSupport, and any reasonable costs incurred to prevent or limit damage, insofar as the Commissioning Party can demonstrate that these costs have led to a limitation of direct damage as referred to in these Terms and Conditions. GrassSupport shall never be liable for indirect damage, including consequential damage, loss of profit, missed savings and damage caused by business stagnation.
4. The limitations of liability included in this Article do not apply if the damage is due to wilful intent or gross negligence on the part of GrassSupport.
5. The liability for direct damages by GrassSupport on account of attributable shortcomings in the fulfilment of an agreement arises only if the Commissioning Party gives GrassSupport immediate and proper notice of default in writing - thereby granting GrassSupport a reasonable period of time to remedy the shortcoming - if GrassSupport remains culpably in breach of its obligations even after this period. The notice of default must contain as detailed a description as possible of the shortcoming, so that GrassSupport is able to respond satisfactorily.
6. In the event that GrassSupport is liable for any damages, GrassSupport's liability shall be limited to a maximum of the invoiced amount of the assignment, or at least to that section of the assignment that the liability relates to. GrassSupport's Liability shall in any case always be limited to the amount paid by its insurer where applicable, to be increased by the amount of GrassSupport's deductible.
7. The Commissioning Party shall indemnify GrassSupport against any third-party claims, which suffer damages in connection with the execution of the Agreement, the cause of which can be attributed to parties other than GrassSupport. In the event that GrassSupport is held liable by third parties for this reason, the Commissioning Party shall be obliged to cooperate with GrassSupport both in and out of court and to do immediately all that may be expected of the Commissioning Party in such cases. Should the Commissioning Party fail to take adequate measures, GrassSupport shall be entitled, without notice of default, to do so itself. All costs and damages incurred by GrassSupport and third parties as a result, will be entirely at the expense and risk of the Commissioning Party.
8. GrassSupport shall not be liable for any damages to goods of third parties that GrassSupport holds processing or safekeeping.

## **Article 21. Force majeure**

1. The Parties are not obliged to fulfil any obligation, if prevented or hindered from doing so as a result of a circumstance that is not attributable to a fault on either side, and for which they cannot be held accountable by virtue of the law, a legal act or generally accepted views.
2. In these Terms and Conditions force majeure is understood to mean, in addition to what is understood in the law and case law, all external causes, foreseen or unforeseen, over which GrassSupport has no control, but as a result of which GrassSupport is unable to fulfil its obligations. Strikes at GrassSupport are included as well as deficient delivery by GrassSupport's suppliers.
3. GrassSupport also is entitled to invoke force majeure, if the circumstance preventing or hindering (further) fulfilment occurs after GrassSupport should have fulfilled its obligations.
4. The Parties may suspend their obligations under the Agreement during the period of force majeure. If this period lasts longer than two months, either party shall be entitled to terminate the Agreement, without any obligation to pay damages to the Other Party.
5. Insofar as GrassSupport has already partly fulfilled its obligations arising from the Agreement at the time of the occurrence of force majeure or will be able to fulfil them, and independent value can be attributed to the part fulfilled or to the part to be fulfilled respectively, GrassSupport shall be entitled to send a separate invoice for the part already fulfilled or to be fulfilled respectively. The Commissioning Party is obliged to pay this invoice as if it were a separate agreement.

## **Article 22. Collection costs**

1. If the Commissioning Party is in default or breach of one or more of its obligations, all reasonable costs incurred to obtain settlement out of court shall be borne by the Commissioning Party. If the Commissioning Party fails to pay a sum of money on time, it forfeits an immediately payable penalty of 15% on the amount still outstanding. This with a minimum amount of € 40.00.
2. If GrassSupport has incurred higher costs, which were necessary within reason, these are also eligible for reimbursement.
3. Any reasonable judicial and enforcement costs incurred are also borne by the Commissioning Party.
4. The Commissioning Party owes interest on the collection costs incurred.

## **Article 23. Import and Export**

1. The Commissioning Party shall ensure all required import and/or export permits and observe all relevant import and export regulations, so that GrassSupport can and is allowed to execute the Agreement.
2. The Commissioning Party shall inform GrassSupport in writing of all import and/or export inspection regulations that are relevant to the delivery and/or existing prohibitions or permit requirements.
3. The Commissioning Party hereby guarantees to comply with all relevant import and export control provisions and to obtain all necessary import or export permits.
4. If the Commissioning Party violates the aforesaid provisions and GrassSupport is held liable by a third party as a result, GrassSupport shall have the right to terminate the Agreement. The Commissioning Party shall compensate GrassSupport for any damages that GrassSupport suffers due to the violation of the aforesaid provisions and/or the termination of the Agreement.
5. If delivery by GrassSupport after entering into an Agreement becomes impossible a result of an import or export restriction (e.g., due to an embargo or a tightening of an embargo), GrassSupport shall have the right to terminate the Agreement.

## **Article 24. Indemnity**

1. The Commissioning Party shall indemnify GrassSupport against any third-party claims, which suffer damage in connection with the execution of the Agreement and the cause or consequences of which can be attributed to parties other than GrassSupport.
2. If GrassSupport is held liable by third parties for this reason, the Commissioning Party shall be obliged to cooperate with GrassSupport both in and out of court and to immediately do all that may be expected of the Commissioning Party in such cases. Should the Commissioning Party fail to take adequate measures, GrassSupport reserves the right, without notice of default, to do so itself. All costs and damages incurred by GrassSupport and third parties as a result, will be entirely at the expense and risk of the Commissioning Party.

## **Article 25. Expiry period**

Insofar as these Terms and Conditions do not stipulate otherwise, any rights of claims and other authorisations of the Commissioning Party on any ground whatsoever against GrassSupport in connection with the performance of work by GrassSupport shall lapse, in any event, after one year from the time when the Commissioning Party became aware or could reasonably be expected to have become aware of the existence of these rights and authorisations.

## **Article 26. Applicable law**

All assignments and agreements with GrassSupport or other agreements which they apply to, are exclusively governed by Dutch law.

## **Article 27. Disputes**

1. Any disputes that may arise between the Commissioning Party and GrassSupport, as a result of the existing Agreement between them or any subsequent agreements and other acts in connection with this current Agreement, such as, albeit not exclusively, unlawful acts, undue payments and unjust enrichment, will be settled by the Dutch court, i.e., the East Brabant District Court, location 's-Hertogenbosch, except insofar as mandatory rules of jurisdiction would preclude this.

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2. A dispute is deemed to exist if one of the parties declares that a dispute has arisen. The Parties shall endeavour to resolve any dispute amicably first.