

GENERAL TERMS AND CONDITIONS

Clause 1. Applicability

1. Except in so far as otherwise agreed in a written agreement signed by both parties, these Terms and Conditions apply to all offers/price quotations made by Ice-World Benelux B.V. or Ice-World International B.V. ("Ice-World") to a party to whom Ice-World has declared these Terms and Conditions applicable ("Customer") and all contracts (including mobile ice rink purchase or rental contracts and associated transactions) between Ice-World and such Customer.
2. These Terms and Conditions are included standard in all offers/quotations of Ice-World and can be consulted and digitally stored via an email message from Ice-World or downloaded from Ice-World's website at www.ice-world.com.
3. Ice-World expressly excludes the applicability of any general terms and conditions of the Customer. Only Ice-World's own terms and conditions shall apply. Should any terms and conditions of the Customer apply nonetheless, Ice-World's terms and conditions will prevail where they are additional to, different from or inconsistent with those of the Customer.

Clause 2. Offers/Price Quotations

All offers/price quotations by Ice-World are based on information provided by the Customer and, except as otherwise indicated, remain valid for a period of 30 days after the date of sending. Ice-World may modify its quotations at any time as long as they have not yet been accepted by the Customer. Furthermore, Ice-World may withdraw or amend any quotation, even after acceptance by the Customer, if the information provided by the Customer is or proves to be incorrect. Offers/price quotations will only be binding on Ice-World if the Customer sends Ice-World written notice of acceptance within 14 days. Except where otherwise provided, all prices are quoted exclusive of VAT and any other applicable taxes or charges. If, on acceptance, Ice-World sends the Customer a written contract for signing, Ice-World will only be bound by the terms of such contract if it is signed and returned within 14 days of the date of sending.

Clause 3. Delivery

1. Unless otherwise agreed, all products rented or purchased will be delivered, domestically or abroad, to the installation site. From the moment of delivery (whether under a purchase, rental or other contract), the risk of loss or damage to the products will be for the Customer.
2. The Customer agrees to accept the products rented or purchased at the time of their delivery by Ice-World or as at the time they are to be placed at the Customer's disposal under the terms of the contract. Upon any refusal to accept or any negligence in the provision of information or instructions necessary to make delivery, the products will be stored at the risk and expense of the Customer and the Customer will be liable to pay all additional expense items, in any event including the storage fees, as well as the agreed price to Ice-World.

Clause 4. Term of Delivery

Unless otherwise expressly provided, agreed times of delivery are not of the essence. In the event of any late delivery, the Customer must give Ice-World written notice of default in order to be able, subject to the other provisions hereof, to claim damages and/or terminate the contract on expiry of the grace period specified in the notice of default.

Clause 5. Partial Shipments

Ice-World reserves the right to make partial shipments of products purchased, unless the partial shipments as such are of no value to the Customer. Ice-World may send a separate invoice for each partial delivery made.

Clause 6. Technical and Other Requirements

If the products are intended to be used outside the Netherlands, Ice-World will comply with all technical requirements and related standards prescribed by the laws and regulations of the country of use, provided that the Customer informed Ice-World of the applicability of the relevant requirements and standards when the contract was concluded. The Customer shall also give express written notice at the time of conclusion of the contract of any and all other technical requirements to which the products must conform, in so far as these deviate from customary requirements. If the Customer fails to give any such notice, Ice-World cannot be held responsible for any non-conformity.

Clause 7. Drawings, Designs, Etc.

1. Ice-World endeavours to be as precise as possible in all designs, illustrations, catalogues, drawings, weights and dimensions, diagrams, etc. drafted, made and prepared for the Customer, but the materials will not be binding on Ice-World. Subject to Clause 8, Ice-World may make any and all changes considered necessary.
2. Ice-World will design all products and interpret all specifications to the best of its knowledge and belief. Ice-World cannot be held liable for any design flaws. Models or samples shown or provided by Ice-World are for illustrative purposes only: the specifications of the final product may deviate from those of the model or sample.
3. Ice-World is and remains the exclusive holder of all intellectual property rights in the products, drawings, drafts, offers, etc. made or provided by Ice-World. The Customer is responsible for preventing (i) any illegal copying or use, in full or in part, of the products or materials and (ii) any unauthorized provision or disclosure thereof to third parties. Information carriers containing drawings or other proprietary materials shall be returned immediately on request, without the Customer retaining any copy thereof.
4. The Customer agrees that it shall not for any purpose outside the context of its contract with Ice-World use or disclose to third parties any information provided orally by Ice-World about plans or ideas for the products supplied,

except to the extent that such information belongs to the public domain and its use or disclosure does not infringe on Ice-World's intellectual property rights or otherwise constitutes unlawful conduct as against Ice-World.

Clause 8. Non-conformity

1. Ice-World reserves the right to supply products which do not conform to the contract or these Terms and Conditions in terms, for instance, of materials, dimensions, and colour or to the provisions of Clause 7 above. If Ice-World supplies products which deviate materially from the products agreed between the parties, the Customer may rescind the contract with due regard to Clause 12 below. The Customer shall not have any such right of rescission, however, if the non-conformity of the products, their packaging or documentation arises from applicable statutory or regulatory requirements or actually means an improvement.

Clause 9. Termination of the Contract

1. Any and all claims which Ice-World may have against the Customer, including claims for payment, shall become enforceable early, i.e. prior to the time referred to in Clause 15, upon the occurrence of any of the following events:
 - If circumstances after the date of the contract give Ice-World good reason to fear that the Customer will default on its obligations;
 - If Ice-World has asked the Customer at the time of conclusion of the contract to provide security for its compliance with the contract and the Customer fails to provide (sufficient) security.In any such event, Ice-World shall also be entitled to postpone performance of the contract or to rescind the contract, without prejudice to its right to claim full damages, which is defined for this purpose as the rental or purchase price plus, where applicable, the costs of returning and shipping the products.
2. Furthermore, Ice-World may terminate its contract with the Customer with immediate effect if the Customer refuses to comply with its obligations after having received written notice of default. In such an event also, Ice-World may claim damages as provided in Clause 9.1.
3. If any circumstances occur that adversely affect persons and/or materials (generally) involved in the performance of the contract or that are of such a nature as to render performance of the contract impossible or so unreasonably onerous or costly for Ice-World that Ice-World can no longer reasonably be required to perform the contract, Ice-World may rescind the contract without in any way being liable to pay damages to the Customer.

Clause 10. Warranty

1. Ice-World warrants that the products supplied under the contract and these Terms and Conditions will be free from defects in design, materials and workmanship for a period of 12 months after the date of delivery or completion or commissioning, whichever comes first and in accordance with Clause 19.2 below.
2. If any defect in design, materials or workmanship occurs, the Customer will be entitled to have the defective product repaired, without claiming any additional amount in compensation. Ice-World may choose to replace the product if repairing it poses problems. The Customer will only be entitled to a replacement product if the product cannot be repaired.
3. During the 12-month period following the date of delivery or commissioning, whichever comes first, Ice-World shall be liable for any loss and damage caused by a defect in the products supplied, subject to a maximum equal to the amount invoiced. Any such liability will arise only if Ice-World fails to remedy the defect within a reasonable period of time after having received written notice of the defect from the Customer.
4. The warranty hereunder does not cover any loss or damage caused by any improper use or failure by the Customer to follow operating instructions, user manuals, or specifications supplied by Ice-World in connection with the products.
5. Defects in design, materials or workmanship occurring within the warranty period must be reported to Ice-World in writing within 14 days of discovery, failing which Ice-World may charge the costs of repair to the Customer.

Clause 11. Retention of Title

1. Products supplied by Ice-World under a purchase contract shall remain the property of Ice-World until such time as the Customer has complied with or performed all obligations under all contracts entered into with Ice-World, being amongst others:
 - The obligation(s) assumed in consideration for the product or products supplied;
 - The obligation(s) assumed in consideration for the services (to be) provided by Ice-World under the purchase contract(s);
 - Any other claims which Ice-World may have against the Customer.
2. Products supplied by Ice-World which fall within the retention of title clause above may only be resold by the Customer in the normal conduct of its business operations, and the Customer shall not be permitted to pledge or otherwise encumber or charge the products before it has acquired title to those products.
3. If the Customer/purchaser fails to comply with its obligations or if there are good reasons to fear an event of non-compliance, Ice-World may repossess or instruct others to remove the products that are subject to a retention of title referred to in Clause 11.1 from the Customer or any third party holding the products for the Customer. The Customer shall lend its full cooperation to any such measure, failing which the Customer immediately shall forfeit a penalty equal to 10% per day of the amount owing by the Customer.
4. The Customer agrees to insure all products to which Ice-World has retained title against all types of damage,

including fire, explosion and flooding, against damage caused by vandalism, and against theft, and further agrees to provide the relevant insurance policy to Ice-World for inspection at the latter's first request.

5. Furthermore, the Customer agrees, at Ice-World's first request:
 - To pledge to Ice-World in the manner prescribed by Section 3:239 of the Dutch Civil Code any and all claims which the Customer may have against insurers in connection with products that are subject to a retention of title;
 - To pledge to Ice-World in the manner prescribed by Section 3:239 of the Dutch Civil Code all claims which the Customer may have against its own customers when reselling products that are subject to a retention of title;
 - To identify the products to which Ice-World has retained title as property of Ice-World;
 - To lend its full cooperation to any and all reasonable precautions taken or ordered by Ice-World to protect the relevant products, provided that any such measures do not unreasonably hinder the normal business operations of the Customer.

Clause 12. Defects and Complaints

1. The Customer must inspect all products purchased or installed on delivery or completion in order to verify whether the products delivered conform to the contract and these Terms and Conditions or, in other words:
 - Whether the right products have been delivered under the contract and/or these Terms and Conditions;
 - Whether the products delivered conform to the agreed specifications in terms of quantity;
 - Whether the products delivered meet the agreed quality standards.
2. Any visible defects or flaws which are discovered or should reasonably have been discovered on inspection must be reported to Ice-World in writing within 14 days of delivery or completion, failing which the Customer shall have no remedy.
3. Hidden defects which the Customer could not reasonably have discovered during inspection must be reported to Ice-World in writing within 14 days of discovery, but not later than three months after delivery or completion. On expiry of said 3-month period, unless the defect is covered by the warranty of Clause 10 and the warranty is invoked on time, the Customer shall have no remedy. Having filed a complaint in a timely fashion shall not release the Customer from its obligation to pay and accept orders placed. The Customer shall be entitled only to delivery of the products under the contract and these Terms and Conditions, unless Ice-World fails to perform within a reasonable time period after having received the written complaint and the defect is material, in which case the Customer shall have the right to rescind the contract.

Clause 13. Price Changes

1. Should any circumstances occurring after the date of the contract give rise to any increase in the costs of materials and/or wages payable by Ice-World, Ice-World may reflect the increase in the price agreed with the Customer. If the price increase exceeds 10% of the overall price agreed between the parties, the Customer may rescind the contract, without any liability for Ice-World to compensate the Customer for loss and damage.
2. If a price quotation contains a miscalculation the erroneous nature of which should reasonably be obvious to the Customer, Ice-World may adjust the price after having discovered the mistake. The final sentence of Clause 13.1 shall not apply in these circumstances.

Clause 14. Assembly and Transport

1. Unless otherwise agreed in writing, the price agreed between the parties does not include the costs of assembly and of transport of the products and materials supplied by Ice-World.
2. The Customer shall provide Ice-World well before the time of assembly with a drawing indicating the location where the products and materials are to be assembled, as well as a description of all relevant local conditions. If the Customer fails to have provided a drawing with clear and correct markings indicating the location of cables and pipes, underground and aboveground wires, etc. before commencement of the work by Ice-World, Ice-World shall not be liable for any loss or damage caused to such infrastructure or for the consequences thereof.
3. Ice-World shall not be liable for any loss or damage caused during the process of (dis)assembly or after installation – whether handled by Ice-World or any other party – to grass, plants, crops, access roads, road surfaces or other property, such as the soil underneath the products supplied by Ice-World, with the exception, however, of loss or damage to cables, pipes and wires as referred to in Clause 14.2 under the stated conditions.
4. The Customer shall, at Ice-World's first request, take precautions to prevent third parties from having access to the site whilst work is in progress. Ice-World shall in no event be liable for any loss or damage caused by or to third parties during the assembly work.

Clause 15. Payment

1. Unless otherwise agreed, amounts due shall be paid in the manner indicated by Ice-World. Unless otherwise agreed, payment shall be made before delivery of the agreed products on the date specified by Ice-World. In case of any late payment, the Customer shall be charged default interest on the outstanding amount at the applicable statutory interest rate plus 2%. The Customer shall be in default on expiry of the deadline for payment stated in Ice-World's invoice.

2. Upon any liquidation, bankruptcy or moratorium on payments of the Customer, the Customer's debts shall become immediately due and payable.
3. Payment shall be made without deduction or discount and the Customer shall not be entitled to set off any of its debts to Ice-World against amounts owing by Ice-World or suspend any of its payment obligations towards Ice-World.
4. Payments by the Customer shall be used firstly to pay interest and costs and secondly to pay outstanding invoices, starting with the oldest one even if the Customer specifies that the payment concerns a later invoice.

Clause 16. Permissions and Other Local Conditions

1. The Customer shall be responsible for obtaining at its own expense any and all permits, permissions, and exemptions, as amended from time to time, required in connection with the facilities and accessories to be supplied and shall give Ice-World timely written notice of the requirements to which Ice-World's products must conform. Ice-World cannot be held responsible for any non-conformity, however, unless Ice-World has warranted in an additional written agreement that its contractual performance meets the requirements under the permit, permission or exemption granted. The Customer shall be solely responsible for compliance with the terms and conditions of the permit, permission or exemption granted for the products supplied.
2. If the products supplied by Ice-World cannot be commissioned on the grounds that they do not conform to the requirements under the permit, permission or exemption granted, the consequences shall be for the Customer's risk and expense. The rental/purchase price shall remain fully payable.
3. Ice-World does not accept any liability whatsoever if the products delivered cannot be commissioned after delivery due to external circumstances other than as referred to in Clauses 16.1 and 16.2, such as weather conditions, demonstrations, or noise pollution. In such circumstances, the rental/purchase price shall remain fully payable.

Clause 17. Rental

1. Without prejudice to the other terms and conditions not set aside by this Clause, the provisions below apply to the leasing of facilities and products by Ice-World to the extent that the parties do not otherwise agree in writing.
2. The facilities and products which the Customer rents from Ice-World ("Rental Equipment") are and remain the property of Ice-World. Ice-World may sell the Rental Equipment or encumber it with personal or real rights. Ice-World may also assign all or part of its rights and obligations under a rental agreement entered into under these Terms and Conditions to a third party.
3. The Customer shall pay Ice-World a rental fee as stated in the price quotation. If the rental agreement is entered into for a period of more than one year, Ice-World may adjust the rental fee yearly on the basis of the most recent Harmonized Index for Consumer Prices - All Products (HICP).
4. Without Ice-World's consent, the Customer may not commercially exploit or store the Rental Equipment at any places other than the agreed locations.
5. Without Ice-World's consent, the Customer may not sub-lease the Rental Equipment or otherwise grant any third parties a right of use to the Rental Equipment.
6. Without Ice-World's consent, the Customer may not pledge or otherwise create any security interest or other personal or real right in the Rental Equipment.
7. The Customer shall, on first request, grant and assign to Ice-World for no consideration any real right which Ice-World may require (such as a right of way and/or right of superficies) in connection with the Rental Equipment and, where necessary, its fixtures and fittings. The relevant real rights will be created between the parties on the basis of the standard contracts of Ice-World.
8. The Customer shall insure the Rental Equipment at new-for-old value during the entire term of the rental agreement. The insurance shall cover all risks commonly insured, including the risks of fire and theft. Ice-World may require written proof (policy) of the insurance, which must provide cover up to the amount stated in the rental agreement.
9. The Customer must have a clause included in the insurance policy providing that Ice-World shall be entitled directly to the insurance money in the event of any loss or damage.
10. The term of the rental agreement shall be determined between Ice-World and the Customer, failing which the rental agreement shall have a term of one year. The rental period commences on the date of delivery of the Rental Equipment to the Customer specified in the rental agreement or, in the absence of any such specification, on the date of delivery.
11. The rental agreement shall terminate automatically at the end of the rental period, unless both parties sign a written declaration of renewal.
12. Ice-World may remove the Rental Equipment on expiry of a rental period.
13. The Customer shall be obliged to allow persons designated by or on behalf of Ice-World to service, repair and/or remove the Rental Equipment.
14. The Customer must ensure that the Rental Equipment is well accessible, as determined in Ice-World's sole discretion. If receiving any written reminder or notice of default from a third party, Ice-World shall be authorized to remove or instruct others to remove any obstacles at the Customer's sole expense.
15. The Customer shall, for no consideration, provide such a location for installation of the Rental Equipment as

- will meet the specifications of the Customer as well as the requirements of Ice-World. The Customer shall be responsible for all costs incurred in making the location compliant with Ice-World's requirements. Ice-World shall not be under any obligation to adjust the location to the Customer's specifications.
16. The Customer shall be responsible for the costs of assembling the Rental Equipment, including amongst others the installing- and placement costs as specified in the price quotation.
17. If the Customer does not own the (business) premises where the Rental Agreement is to be assembled, the Customer guarantees that the owner consents to all activities that are considered necessary or appropriate by Ice-World, whether for its own purposes or that of others, in order to assemble, replace, move, extend, alter, or remove the Rental Equipment. Ice-World may require the Customer to present a written declaration from the owner.
18. If the Rental Equipment is to be re-assembled, moved, disassembled or removed at any time during the rental period at the Customer's request, the costs involved shall be at the Customer's expense.
19. If the rental agreement is not renewed or otherwise continued on expiry of a rental period and Ice-World decides to remove the Rental Equipment in accordance with Clause 17.12, the costs of the removal shall be paid by Ice-World. On any such removal at the end of a rental period, Ice-World shall leave the location behind in the best possible condition. The Customer shall be responsible for the costs of restoring the location to its original state of repair and for the removal of parts of the system other than the Rental Equipment (such as cables and pipes).
20. If the Rental Equipment is to be adjusted in the course of a rental period at the Customer's request, the rental agreement shall be deemed to cover the Rental Equipment as adjusted. The Customer shall be responsible for the costs of making the relevant adjustments. Furthermore, subject to Clause 17.3, the Customer shall pay the indexed rental fee as specified in Ice-World's quote for the Rental Equipment.
21. Ice-World shall be under an obligation to keep the Rental Equipment in a good state of repair during the term of the rental agreement.
22. All servicing under Clause 17.21 will take place during regular office hours, where possible, and will be scheduled in consultation with the Customer. If any servicing is to take place outside regular working hours, the Customer shall pay the extra costs, such as overtime pay and public holiday and weekend surcharges. The Customer shall lend its full cooperation, at no charge, to any maintenance and fault-clearing work.
23. In derogation of Clause 12, faults in the Rental Equipment must be reported to Ice-World via its general service number within 24 hours of the time the fault occurred or was or should have been discovered by the Customer.
24. On receiving a fault report, Ice-World shall make every effort to reach the Rental Equipment and clear the fault within the response time specified in the rental agreement.
25. Ice-World shall pay the costs of the relevant repair or fault-clearing work unless the fault was caused by an event which must be deemed to fall within the Customer's control.
26. The Customer must use the Rental Agreement with all due care and in accordance with its nature and purpose of use.

Clause 18. Costs of Collection

If the Customer defaults on any of its obligations, all actual judicial and extrajudicial costs incurred in enforcing the relevant claims shall be paid by the Customer. As regards the extrajudicial costs, the Customer shall be liable in all cases to pay a percentage of the invoice as specified in the Dutch Extrajudicial Collection Costs Decree (*Besluit Vergoeding voor Buitengerechtelijke Incassokosten*). Where Ice-World can prove that it incurred higher costs, the higher amount will also be eligible for reimbursement.

Clause 19. Work

1. Any changes in the contract for work requiring Ice-World to produce and deliver any tangible work to the Customer either on the basis of an assignment for extra work or as a result of external circumstances or errors in the information provided by the Customer shall be treated as additional work if it involves extra costs. Additional work will be charged to the Customer on the basis of hours worked and the costs of materials.
2. The work contracted will be deemed completed if it has been fully executed or assembled and Ice-World has given the Customer written or oral notice of completion. The work contracted will also be deemed completed if the product has been delivered to the Customer in accordance with Clause 3. Completion shall not in any way affect the provisions of Clauses 10 and 12.
3. If any element cannot be delivered at the time of completion of the entire work through no fault of Ice-World's, the work that has been executed can nonetheless be delivered and the Customer shall lend its full cooperation thereto.
4. Ice-World does not accept any liability whatsoever for systems not assembled by or on the instructions of Ice-World.

Clause 20. Liability

The Customer indemnifies and holds Ice-World harmless from

any and all loss and damage resulting for Ice-World from any third-party claims related to or arising from the contract between Ice-World and the Customer. Ice-World shall only be liable to the Customer on the following terms:

1. Liability for loss or damage caused by defects in the products supplied is governed exclusively by Clause 10 above;
2. Liability for direct loss or damage caused by any gross negligence or wilful conduct on the part of Ice-World's personnel is subject to a maximum of EUR 15,000 per incident or series of related incidents;
3. Liability for loss or damage in any way resulting from power cuts or weather conditions and/or any indirect or consequential loss or damage, including loss of profits, is expressly excluded;
4. All liability is limited to the maximum amount paid out under Ice-World's insurance, if the claim is covered by the insurance;
5. If Ice-World's insurance does not provide cover or payment under the insurance is refused, Ice-World's liability will be limited to fifty percent of the amount invoiced or, if any such limitation is not valid, to the amount invoiced;
6. All loss or damage must be reported to Ice-World in writing, with acknowledgment of receipt, as soon as possible but no later than 7 days after the incident. Ice-World shall not be liable to pay damages for any loss or damage not reported as required.

Clause 21. Force Majeure

1. Force majeure is defined for purposes of these Terms and Conditions as any event outside Ice-World's control which impedes performance of any obligation. Insofar as they render performance impossible or unreasonably onerous, events of force majeure include:
 - I. Strikes in companies other than Ice-World or wildcat or political strikes at Ice-World;
 - II. A general shortage of raw materials, breakdowns of chillers, generators and/or aggregates or other goods or services required to perform as agreed;
- III. Unforeseeable weather and site conditions, unforeseeable interruptions in supplies by third parties who are indispensable to Ice-World and general transport problems.
2. Ice-World may also invoke an event of force majeure if the event impeding (further) performance occurs after Ice-World should have performed.
3. During an event of force majeure, all delivery and other obligations of Ice-World shall be postponed without Ice-World consequently being in default towards the Customer. If the event of force majeure exceeds a period of six months, the contract may be rescinded by either party without liability to pay damages.
4. To the extent that Ice-World already performed part of its obligations or can perform only part of its obligations on the occurrence of an event of force majeure, Ice-World may separately invoice the Customer for the relevant part and the Customer shall pay that invoice as if it concerned a separate contract, provided that no such obligation shall exist if the part delivered or to be delivered has no value in and of itself. Amounts already paid can be recovered only if the Customer rescinds the contract on expiry of the term stated in Clause 21.3.

Clause 22. Dispute Resolution

In derogation of the statutory rules governing jurisdiction in civil matters, any and all disputes between the Customer and Ice-World shall be settled to the exclusion of any other court by the courts in The Hague (including the court in summary proceedings) having subject-matter jurisdiction over the dispute submitted.

2. If any judgment or order by a court referred to in Clause 22.1 is to be enforced in any country outside the Netherlands, the Customer shall not resist the relevant enforcement proceedings and lend its full cooperation to the formalities required.

Clause 23. Governing Law

All legal relations between the parties shall be governed exclusively by Dutch law, including the rules with direct effect under European law, but excluding the rules of Dutch private international law (including the UN Convention on Contracts for the International Sale of Goods (CISG)) to the extent that those rules provide for a choice of law other than the law applicable under this Clause.

Clause 24. Amendments

Ice-World may amend these Terms and Conditions from time to time. Amendments shall take effect on the date specified in the notice of amendment. Ice-World shall provide the Customer with a copy of the amended Terms and Conditions in a timely fashion. If no effective date is specified, amendments shall take effect as soon as notice of amendment is given to the Customer.