

## GENERAL CONDITIONS DONSELAAR STRUCTURES (VERSION 2018)

### ARTICLE 1. APPLICATION

- 1.1 These general conditions are applicable to and are a part of all assignments, quotations, offers, agreements, and undertakings entered into by Donselaar Structures in Woudenberg, whatever they are called, that regard the renting or sale of tents, in the widest sense of the term, unless these conditions are expressly derogated from by Donselaar Structures in writing.
- 1.2 In the following is intended by Donselaar Structures, acting under Donselaar Tenten B.V., the company run by Erik van Donselaar and Remco van Ginkel that focuses on the sale and letting of tents.

Client: every client (lessee or buyer), legal person or natural person or a number of persons acting jointly, whether or not legal persons, concluding an agreement with Donselaar Structures, or ordering Donselaar Structures to carry out activities.

Agreement: each agreement adopted between Donselaar Structures and client, any modification or addition thereto, as well as all (legal) actions in preparation and implementation of that agreement.

- 1.3 These conditions can exclusively be derogated from in writing, on condition the management of Donselaar Structures has signed it.
- 1.4 In case the court of law for any reason whatsoever declares one or several provisions inapplicable, i.e., invalid, then these conditions remain fully effective otherwise.
- 1.5 Terms and conditions of client are expressly rejected, unless these terms were accepted in writing by Donselaar Structures.
- 1.6 The underlying conditions are also applicable to all agreements with Donselaar Structures for the implementation of which third parties must be engaged.

### ARTICLE 2. OFFERS AND QUOTATIONS

- 2.1. All offers, also including quotations, information in such appendices as may have been attached, prices, and other conditions are non-committal, unless a term for acceptance is stated in the offer. They are valid for 30 days, unless indicated otherwise.
- 2.2 The content of folders, printed material, website, etc. do not bind Donselaar Structures, unless it is expressly referred to in the agreement.
- 2.3 The prices in the offers and quotations referred to are exclusive of VAT and other government-imposed levies, as well as of such costs as may be incurred in the context of the agreement, unless indicated otherwise.
- 2.4 A combined price quotation does not oblige Donselaar Structures to carry out a part of the order against a corresponding part of the price listed.

- 2.5 If the agreement is not granted to Donselaar Structures, then Donselaar Structures has the right to bill all costs that Donselaar Structures has had to incur to prepare the offer to client.
- 2.6 Offers or quotations do not automatically apply to future orders.

### **ARTICLE 3. AGREEMENTS**

- 3.1 Agreements only become binding through written acceptance in a confirmation of the agreement signed by Donselaar Structures or if the agreement is implemented by Donselaar Structures.
- 3.2 Donselaar Structures reserves itself the right, without stating grounds, not to accept agreements or to exclusively accept them on the condition that the agreement is confirmed beforehand by client in writing and/or the activities by Donselaar Structures will only start after payment in advance.

### **ARTICLE 4. IMPLEMENTATION OF THE AGREEMENT**

- 4.1 Donselaar Structures, or the person or persons deployed by them will carry out the agreement with care, in accordance with the procedures established with client, and thereby defend the interests of client to the best of their knowledge.
- 4.2 If and to the extent it is required for the proper implementation of the agreement, Donselaar Structures has the right to have certain activities carried out by third parties.
- 4.3 Client makes sure that all information for which Donselaar Structures indicates that it is necessary or of which client should reasonably understand that it is necessary for the implementation of the agreement is timely provided to Donselaar Structures. If information required for the implementation of the agreement is not timely provided to Donselaar Structures, then Donselaar Structures has the right to suspend the implementation of the agreement and/or to bill the additional costs flowing from the delay to client in accordance with the customary rates.
- 4.4. Donselaar Structures is not liable for damage, of whatever nature, because Donselaar Structures relied on incorrect and/or incomplete information provided by client.
- 4.5 Donselaar Structures will upon request of client install, i.e., render operational the tent against application of the established rates.
- 4.6 Donselaar Structures is not responsible for the carrying out of investigations after the positioning and presence of obstacles, cables, conduits, and other occurring impediments and risks, nor are they ever liable for any possible damage that may occur thereto. Client will (if relevant) report the land works to the Cadaster himself. Client safeguards Donselaar Structures against all damage that may flow from the hitting or damaging of underground obstacles in the widest sense of the term.

## **ARTICLE 5. MODIFICATION OF THE AGREEMENT**

- 5.1 If parties establish that the agreement is modified or supplemented, the time of completion of the implementation may be affected as a result.
- 5.2 If the modification or addition to the agreement will have financial or other consequences, Donselaar Structures will accordingly inform client.

## **ARTICLE 6. CONTRACT DURATION AND IMPLEMENTATION TERM**

- 6.1. The agreement between Donselaar Structures and a client is adopted for an indefinite time, unless it flows otherwise from the nature of the agreement or parties expressly establish otherwise in writing.
- 6.2 A (delivery) term submitted by Donselaar Structures is indicative and informative and never counts as a strict time limit. Upon the overrunning of any term, client is not entitled to any damages.
- 6.3 Donselaar Structures has the right at all times to deliver in batches.

## **ARTICLE 7. PRICES**

- 7.1 The prices listed by Donselaar Structures are based on the circumstances effective as per the date of the offer, such as prices of cost and/or purchase prices, exchange rates, freight rates, wages, government levies, and the likes.
- 7.2 If during a period of time between the date of offering and the date of delivery, one or several of the circumstances as mentioned in section 1 change, then Donselaar Structures has the right to increase the price.
- 7.3 All prices listed by or on account of Donselaar Structures are exclusive of the sales tax due thereon.
- 7.4 The costs of assembly, disassembly, and transport are borne by the client.
- 7.5 Donselaar Structures has the right at all times if government measures are announced that entail a higher price of cost for Donselaar Structures which cannot be qualified as a normal trading risk, to apply corresponding surcharges to the prices of the pending order and/or orders.

## **ARTICLE 8. PAYMENT AND SECURITY**

- 8.1 Payment must occur - without suspension or setoffs - within 14 days after invoice date, in a manner to be indicated by Donselaar Structures.
- 8.2 Donselaar Structures reserves itself the right before implementing the agreement to either demand the lodging of security, or to establish deviating payment terms in another sense, such as to require the payment (in advance) of the established fee.
- 8.3 If client is in default with payment within the 14-day term, then client falls into default legally. Client owes interest in such case of 1% per month, unless the statutory interest is higher, in which case the statutory interest rate applies.
- 8.4 In case of clients who are not natural persons, not acting from the exercise of a profession or company, it applies in derogation to article 6:96 section 4 BW (Civil Code) that all collection costs are borne by the client, whereby the latter owes an amount in extrajudicial collection costs of 15% of the amount still owed, with a minimum of € 350. If the actual costs are higher, then the actual costs will apply as extrajudicial costs owed. The simple deployment of a third party by user entails the arising of the indebtedness.

8.5 In case of the liquidation, bankruptcy, attachment, or suspension of payments of client, the claims of Donselaar Structures on client become immediately exigible.

#### **ARTICLE 9. INVESTIGATION AND COMPLAINTS**

- 9.1 Complaints about the delivered matters must be reported by client within 8 days after discovery, though no later than within 14 days after completion of the assignment, in writing to Donselaar Structures. The default notice must contain a description of the shortcoming with the greatest possible detail, so that Donselaar Structures is able to respond adequately.
- 9.2 Complaints against invoices must also be submitted within 8 days to Donselaar Structures in writing. Any possible complaints do not confer the right to suspension.

#### **ARTICLE 10. RESCISSION BY CLIENT**

- 10.1 If client wishes to rescind the agreement entirely or in part, this must occur by way of registered mail.
- 10.2 If the agreement is rescinded by client, Donselaar Structures is entitled to compensation on account of the costs resulting therefrom and to be rendered plausible for goods ordered, costs of production and/or costs of labour and transport, unless the cancellation is based on facts and circumstances that can be attributed to Donselaar Structures. Client will additionally be bound in such case to pay the bills for the services provided and/or deliveries made until such time.

#### **ARTICLE 11. RESCISSION AND SUSPENSION BY DONSELAAR STRUCTURES**

- 11.1 Donselaar Structures is authorised to suspend compliance with the obligations or to rescind the agreement, if:
- client does not or does not completely comply with the obligations from the agreement;
  - circumstances that after conclusion of the agreement have come to the knowledge of Donselaar Structures constitute legitimate grounds to fear that client will not comply with the obligations;
  - client upon conclusion of the agreement has been asked to lodge security for the fulfilment of his obligations from the agreement and this security fails to materialize or is insufficient;
  - if circumstances occur which are of such a nature that compliance with the agreement cannot possibly or by standards of reason and fairness can no longer be demanded;
  - in the event of bankruptcy, suspension of payment, total or partial shut-down of business or company, liquidation, transfer, decease, in case of receivership or if the law on debt-restructuring 'Wettelijke Schuldsaneringsregeling voor Natuurlijke Personen' is or has been declared applicable, and furthermore in case goods of client are impounded under conservatory or definitive title.

- 11.2 If the agreement is rescinded, the claims of Donselaar Structures become instantly exigible. If Donselaar Structures suspends compliance with the obligations, they retain their claims pursuant to the law and the agreement.
- 11.3 Donselaar Structures always retains the right to claim compensation of damages.

## **ARTICLE 12. LIABILITY**

- 12.1 Donselaar Structures is not liable for indirect, material, or immaterial damage incurred by client or third party/parties that is related to a shortcoming by them or by persons deployed by them in the implementation of the agreement, also including transportation, unless in the event of wilful intent or gross fault.
- 12.2 If it were possible on account of the previous section unexpectedly to hold Donselaar Structures accountable nevertheless, such liability is limited to the direct damage, and specifically to the amount that the liability insurer of Donselaar Structures disburses in such case.
- 12.3 If the damage is not covered by the insurance or the insurer does not proceed with disbursement, the liability of Donselaar Structures is limited to a maximum of 50% (fifty) of the invoice amount with a maximum of € 10,000 (in words: ten thousand euros).
- 12.4 Purchaser safeguards Donselaar Structures against all damages and legal claims of third parties.
- 12.5 Specifically, is excluded as well damage as a result of calamities in the widest sense of the term, such as violent or unpredictable weather conditions, as well as the collapsing of the tent or damage to it due to circumstances that are not the fault of Donselaar Structures.
- 12.6 On pain of any claim lapsing, damage must be reported within fourteen days after discovery in writing to Donselaar Structures and in addition all assistance must upon request of Donselaar Structures be rendered them upon their investigation of the nature, cause, and scope of the damage.
- 12.7 Legal claims in the matter of damage lapse if a legal claim is not filed within six months after the damage date or after discovery of the damage respectively concerning.

**ARTICLE 13. FORCE MAJEURE**

- 13.1 Donselaar Structures is not bound to comply with any obligation if they are prevented from doing so as a result of a circumstance that cannot be attributed to fault, and that neither pursuant to the law, a legal transaction, nor to commonly held opinion is their responsibility.
- 13.2 By force majeure is intended in these general conditions, besides what is defined as such in the law and in jurisprudence, all outside causes, foreseen or unforeseen, that Donselaar Structures cannot exert any direct influence on, but as a result of which Donselaar Structures is unable to comply with their obligations. Work strikes at the company of Donselaar Structures are included therein.
- 13.3 To the extent Donselaar Structures at the time of the force majeure becoming effective has already complied in part, they have the right to bill this part separately.

**ARTICLE 14. INTELLECTUAL PROPERTY RIGHTS AND COPYRIGHTS**

- 14.1 Without prejudice to what is established in these general conditions, Donselaar Structures reserves itself the intellectual and industrial property rights that fall to Donselaar Structures on grounds of the law.
- 14.2 It is not permitted to client to alter any indication regarding property rights or brands applied to the delivered and/or rented products, or to alter or forge the products or any part thereof.

**ARTICLE 15. TRANSFER OF RIGHTS AND OBLIGATIONS**

- 15.1 It is permitted to Donselaar Structures to transfer the rights and obligations described in any agreement with client to third parties.
- 15.2 Client does not have the right to transfer his rights and/or obligations from an agreement to any third party without the prior written consent of Donselaar Structures.

**ARTICLE 16. SEVERAL AND JOINT LIABILITY**

- 16.1. In case of multiple clients, clients are severally and jointly liable towards Donselaar Structures for everything that is owed from or in connection with the agreement. Any possible successors in title are liable severally and jointly as well.

**ARTICLE 17. APPLICABLE LAW**

- 17.1 To the legal relationship between Donselaar Structures and client, Netherlands legislation is exclusively applicable and the Netherlands court of law is competent.
- 17.2 Any possible disputes will be adjudged exclusively by the competent court that is authorised in the place of establishment of Donselaar Structures, unless mandatory law establishes otherwise.

*SPECIFIC PROVISIONS FOR THE PURPOSE OF RENTALS*

**ARTICLE 18. PLACEMENT AND PERMISSION**

- 18.1 If permission from a third party (municipality or otherwise) is required for placement of the rented matters, client takes care timely of obtaining the permission. He communicates the permission in writing to Donselaar Structures.
- 18.2 Failure to obtain the permission(s) required is entirely at the risk of the client.
- 18.3 Fees to be paid to a third party for the placement and keeping placed the rented matters, of whatever nature, are borne entirely by client, also in the event Donselaar Structures has settled them.

**ARTICLE 19. LOCATION**

- 19.1 Client determines the spot where the rented matters will be set up. In connection with what is established in article 4.6 of these conditions, client investigates whether and guarantees that the rented matters can be set up safely in the spot of assembly and without any damage to other people's property and/or violation of other people's rights. Facilities that are required for such matters are procured by client and are entirely at his expense.
- 19.2 The site where the rented matters must be placed must be horizontal and planed. Donselaar Structures may require of the client that he designates a different location if the location indicated by client appears unsuitable and/or unsafe and/or not without risk of damage to them. Client is unable to appeal to Donselaar Structures not exercising this power vis-a-vis Donselaar Structures.
- 19.3 Client guarantees that on the day that was established for delivery and/or assembly of the rented matters with Donselaar Structures, the relevant site is completely liberated and evacuated and is properly rideable for (e.g.) heavy goods vehicles.
- 19.4 Client makes sure he is present on the site at the time of the start of assembly of the tent so as to indicate the right spot for the build-up. If it turns out after build-up that the tent must be set up in a different spot, the established assembly- and disassembly costs are borne once more by the client.

**ARTICLE 20. USE**

- 20.1 Client may not sub-let or re-let, nor give in use in another manner the rented matters to someone else without the prior written consent of Donselaar Structures.
- 20.2 Client may exclusively use the rented matters in accordance with the established end-use.
- 20.3 Client will not apply changes to the rented matters. The plastering, painting, or adapting otherwise of the rented matters is not permitted.
- 20.4 Client takes all measures that must reasonably be taken to prevent damage to or loss of the rented matters or any part thereof. Damage to or loss of the rented matters is borne by client.

**ARTICLE 21. DEFECTS**

- 21.1 Client will meticulously control the rented matters immediately after release or after installation by Donselaar Structures respectively for any possible deficiencies and defects and report such deficiencies and/or defects as may be identified immediately after identification verbally, with written confirmation, to Donselaar Structures, all matters on pain of the right to appeal to such lapsing.
- 21.2 Defects that could not have been discovered upon a thorough control after release but are discovered later on, must be reported, on pain of the right to appeal to such lapsing, immediately after discovery verbally with written confirmation to Donselaar Structures.
- 21.3 Deficiencies and defects that are timely reported will be made undone by Donselaar Structures through addition, repair, or replacement, such at the option of Donselaar Structures.

**ARTICLE 22. LIABILITY**

- 22.1 Besides what is stipulated in article 12 of these conditions, Donselaar Structures is not liable with regard to any possible damage to the rented matters that occurs as a result of condensate formation.
- 22.2 Client is fully responsible for the heating of the rented matters. Damage resulting therefrom is borne by client. 22.3 Client is fully responsible for keeping the rented matters clear of snow. Damage flowing from negligence in this regard is borne by client.
- 22.4 Damage to the rented matters on location, caused by client or third parties, in any manner whatsoever, is borne in full by client.

**ARTICLE 23. END OF THE RENTAL AGREEMENT**

- 23.1 In connection with article 10 and 11 of these conditions, at the end of the rental agreement client makes available the rented matters immediately and completely to Donselaar Structures, such by way of delivery to Donselaar Structures, unless established otherwise.
- 23.2 For each calendar week that client fails to comply with this, he pays a fine of 20% of the total rental price, such without prejudice to the right of Donselaar Structures to compensation of damages in accordance with the law, which compensation of damages is equal at least to the amount that client would have owed under the rental agreement for the relevant period. In this connection, part of a calendar week counts as a full calendar week.

**ARTICLE 24 DEPOSIT**

- 24.1 Donselaar Structures has the right to demand a deposit from client as a security for the (whether or not future) obligations of client to Donselaar Structures.
- 24.2 Donselaar Structures has the right to set off everything that is recoverable in payables by them from client in connection with the rented matters against the deposit received. This set-off can also occur during the term of the rental agreement.
- 24.3 Donselaar Structures does not owe interest on the deposit.



24.4 Donselaar Structures is only obligated to refund the deposit or the remainder thereof respectively after it has been reasonably established that they have nor will have anything to claim anymore from client.

#### **ARTICLE 25. CANCELLATION**

- 25.1 Client is authorised to cancel the rental agreement before the delivery date on condition he does so by way of registered mail and he also pays, before or simultaneously with the cancellation, an amount to Donselaar Structures of:
- 25% of the rental price in case of cancellation more than 120 days before the delivery date;
  - 40% of the rental price in case of cancellation in the period from the 120th through the 61st day before the delivery date;
  - 60% of the rental price in case of cancellation in the period from the 60th through the 31st day before the delivery date;
  - 70% of the rental price in case of cancellation less than 31 days before the delivery date.
- 25.2 Funds paid down or cancellation costs settled are not refunded to client if the agreement cannot proceed on account of measures or restrictions imposed by the Netherlands authorities.
- 25.3 If an order cannot be implemented due to the negligence of the client, the funds paid down are not refunded to client or the entire rental price is billed to client.

#### *SPECIFIC PROVISIONS FOR THE PURPOSE OF SALES*

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- 26.1 All products delivered by Donselaar Structures remain the property of Donselaar Structures until client has complied with all obligations from the agreement, also including interest and costs.
- 26.2 Client is obliged to take care of the products delivered as a good caretaker, until full payment has occurred by client and the latter has no further obligations towards Donselaar Structures. Only after the entire purchase sum and such concomitant costs as there may have been settled in full does client have the right to encumber, sell, let, deliver, or cede to third parties the products in any manner whatsoever.
- 26.3 Client commits himself towards third parties that want to encumber the delivered products to declare upon first wish of Donselaar Structures that he is not authorised to encumber the products.
- 26.4 Client already presently grants unconditional and irrevocable permission to Donselaar Structures or to a third party to be designated by the latter, in all cases in which Donselaar Structures wishes to exercise their property rights, to access all those areas where the property of Donselaar Structures will then be located and to recover those products from there.
- 26.5 If third parties levy an attachment on the products delivered under retention of property or want to establish or enforce rights thereon, client is obligated to

accordingly inform Donselaar Structures as soon as may reasonably be expected.

- 26.6 In case of attachment, (provisional) suspension of payments or bankruptcy, client will immediately point out the (property) rights of Donselaar Structures to the bailiff, the administrator, or the liquidator.

#### **ARTICLE 27. DELIVERY AND RISK**

- 27.1 The delivery of sold products takes place from the warehouse of Donselaar Structures or of their supplier. From that time, the risk is transferred to client, regardless of the actual place of delivery. This applies as well if Donselaar Tenten B.V. takes care of the assembly of the sold products.
- 27.2 Client is obligated to take the purchased products at the established moment, failing which Donselaar Structures will have to store the products at the expense and risk of client. Client will in such case owe all additional (storage) costs to Donselaar Structures.
- 27.3 All costs of transport are borne by client.

#### **ARTICLE 28. CONFIDENTIALITY STATEMENT**

- 28.1 Parties mutually commit themselves to ensure confidentiality with regard to all information of the other party, regarding which they and/or their employees will take cognisance of upon the implementation of the agreement and for which they have indicated or of which the other party can reasonably know that confidentiality is required.
- 28.2 By personal data is intended: any information about an identified or identifiable natural person.

#### **ARTICLE 29 GUARANTEES**

- 29.1 Donselaar Structures does not provide any guarantees with regard to the goods or the lifespan thereof, otherwise than the warranty provided by the suppliers of Donselaar Structures to Donselaar Structures.