

GENERAL RENTAL TERMS AND CONDITIONS

Article 1. Applicability of these terms and conditions

1. These terms and conditions apply to every offer/quotation and every agreement (including every rental agreement for a mobile ice rink, associated accessories and related legal acts) between Ice-World International B.V. (hereinafter referred to as: "Ice-World") as user and a counterparty to which Ice-World has declared these terms and conditions applicable (hereinafter referred to as: "counterparty"), insofar as the parties have not expressly deviated from these terms and conditions in a written document signed by both parties.
2. These terms and conditions are included as standard with every offer/quotation from Ice-World. These terms and conditions can also be consulted and downloaded from the Ice-World website at www.ice-world.com.
3. Ice-World expressly rejects the applicability of any general terms and conditions of a counterparty. Only the terms and conditions of Ice-World apply. If, nevertheless, the terms and conditions of the counterparty apply, the terms and conditions of Ice-World shall apply insofar as the subject matter in question is not regulated and if the terms and conditions of Ice-World and the counterparty differ from each other.

Article 2. Offers/quotations

The offers/quotations made by Ice-World are based on information provided by the other party and are valid for 30 days after dispatch, unless otherwise indicated or agreed. Ice-World is entitled to amend the offers/quotations as long as they have not yet been accepted by the other party. Ice-World is also entitled to withdraw or amend an offer/quotation, even after acceptance by the other party, if the information provided by the other party is (or proves to be) incorrect. Ice-World is only bound by the offers/quotations if their acceptance by the other party is confirmed to Ice-World in writing within 14 days. The prices stated in an offer/quotation are exclusive of VAT and other applicable taxes or levies, unless otherwise indicated. If, after the other party has accepted an offer/quotation from Ice-World, Ice-World has sent the other party a written contract for signature, Ice-World is only bound by the content thereof if it returns such an agreement, signed, to the other party within 14 days of dispatch.

Article 3. Delivery

1. Unless otherwise agreed, delivery of rented items will take place at the location where these items will be installed, regardless of whether the delivery is domestic or international. From the moment of delivery, based on a rental or other agreement, the delivered items are at the risk of the other party.
2. The other party is obliged to accept the rented items at the moment they are delivered to it by Ice-World, as well as at the moment they are to be made available to it in accordance with the agreement. If the other party refuses to accept the items or fails to provide information or instructions necessary for delivery, the items will be stored at

the risk and expense of the other party. In that case, the other party will owe Ice-World all additional costs, including in any case storage costs, as well as the agreed price.

3. The specifications stated in the quotation are always as accurate as possible, but the purchased goods may differ in size, without the other party being entitled to any adjustment of the purchase price due to a different size.
4. The substances used for the ice rink (glycol) are biodegradable in accordance with the manufacturer's specifications. Ice-World rejects all warranty and liability claims if the other party does not use the resources supplied or recommended by Ice-World and if the other party has failed to conduct a (pollution) soil investigation prior to the delivery of the goods sold by Ice-World, which shows the absence of any pollution.

Article 4. Delivery time

An agreed delivery time is a target date and not a deadline for Ice-World, unless expressly agreed otherwise. In the event of late delivery, the other party must give Ice-World written notice of default in order to be entitled to claim compensation and/or terminate the agreement after the reasonable period specified in the notice of default has expired and the situation has still not been rectified, without prejudice to the applicability of the other provisions of these general terms and conditions. claim compensation and/or terminate the agreement after the reasonable period specified in the notice of default has expired and Ice-World has not yet performed properly or will not do so in the short term.

Article 5. Partial deliveries

Ice-World is permitted to deliver goods sold in parts. This does not apply if a partial delivery has no independent value for the other party. If the goods are delivered in parts, Ice-World is authorised to invoice each part separately, unless otherwise agreed.

Article 6. Technical and related requirements

If the goods to be delivered are to be used outside the Netherlands, the goods delivered by Ice-World shall comply with the technical requirements and related standards set by the laws or regulations of the country where the goods are to be used, provided that the other party has notified Ice-World in writing of the existence of such requirements or standards abroad when concluding the agreement. All other technical requirements imposed by the other party on the goods to be delivered, insofar as they deviate from the normal requirements, must also be explicitly reported in writing by the other party upon conclusion of the agreement, failing which any deviations in this respect cannot be invoked against Ice-World.

Article 7. Intellectual Property

1. Ice-World is and remains the sole owner of all (background, foreground, sideground and postground) intellectual property rights relating to the goods, drawings, concepts, offers/quotations, etc. created and/or originating from it. The other party must ensure that these are not unlawfully copied or used, either in whole or in part, nor made available or accessible to third parties without authorisation. Media containing drawings

and other forms of intellectual property must be returned to Ice-World immediately upon first request by Ice-World, without the other party retaining a copy thereof.

2. If Ice-World provides the other party with verbal information about concepts and ideas relating to the products it supplies, the other party is not permitted to use this information outside the scope of the agreement with Ice-World or to disclose this information to third parties, unless the information is in the public domain and no infringement is made of Ice-World's intellectual property rights (background, foreground, sideground and postground) or otherwise acts unlawfully towards Ice-World. (background, foreground, sideground and postground) intellectual property rights of Ice-World or otherwise acts unlawfully towards Ice-World.

Article 8. Termination of the agreement

1. The claims of one party against the other party – including payment claims – shall become immediately due and payable – prior to the moment referred to in Article 10 – in the following cases:
 - if, after the conclusion of the agreement, a party becomes aware of circumstances that give good reason to fear that the other party will not fulfil its obligations;
 - if, upon conclusion of the agreement, Ice-World has asked the other party to provide security for the performance of the agreement and no security is provided or the security provided is insufficient.

In the aforementioned cases, a party is also authorised to suspend further performance of the agreement or to terminate the agreement after a reasonable period in which the obligations under the agreement can be fulfilled, all this without prejudice to the right to claim compensation, in which case the compensation will be equal to the rent due, plus any return and transport costs.

2. A party also has the right to terminate the agreement with the other party with immediate effect if the latter refuses to fulfil its obligations after having been given written notice of default. The terminating party is then entitled to compensation, the amount of which is determined in accordance with the provisions of Article 8.1.
3. If circumstances arise with regard to persons and/or materials that Ice-World uses or tends to use in the performance of the agreement, or if other circumstances arise that are of such a nature that the performance of the agreement becomes impossible or so difficult and/or disproportionately costly for Ice-World, that compliance with the agreement can no longer reasonably be expected, Ice-World shall also be entitled to terminate the agreement without the other party being entitled to compensation.

Article 9. Assembly and transport

1. Unless otherwise agreed in writing, the costs of assembly of the goods and materials delivered by Ice-World are included in the agreed price. The costs of transport of the goods and materials delivered by Ice-World are not included in the agreed price.
2. The other party is obliged to indicate the location and the relevant local circumstances – including a soil investigation (for contamination) – where the goods and materials delivered by Ice-World are to be assembled on a drawing well in advance of the assembly and to provide this to Ice-World. If, prior to the commencement of the work by Ice-World,

the other party has not provided drawings on which cables, underground and above-ground pipes, etc. are correctly and accurately indicated, Ice-World shall never be liable for damage caused to them, nor for any consequences arising therefrom.

3. Ice-World is not liable for any damage caused to turf, plants, crops, access roads, paving and other items present at the installation site during the installation and dismantling work and after the installation of objects, regardless of whether Ice-World carried out the installation work. plants, crops, access roads, paving and other items present at the installation site, such as the existing substrate of the items delivered by Ice-World, with the exception of pipes, etc., as indicated in Article 9.2 under the circumstances specified therein.
4. At Ice-World's first request, the other party shall take measures to ensure that third parties do not have access to the work during the assembly work. Ice-World is never liable for damage to or caused by third parties during the assembly work.

Article 10. Payment

1. Payment must be made in a manner specified by Ice-World, unless otherwise agreed in the rental agreement. Unless otherwise agreed, payment must be made before delivery of the agreed goods on the date specified by Ice-World. From the moment of default, the other party will owe interest on the amount due at the statutory interest rate plus 2%. Default will occur on the final payment date specified on Ice-World's invoice.
2. In the event of liquidation, bankruptcy or suspension of payments of the other party, the obligations of the other party will become immediately due and payable.
3. Payment must be made without discount or set-off. The other party is also not authorised to set off its own claims against those of Ice-World in any other way or to suspend its payment obligations towards Ice-World in any way.
4. Payments made by the other party shall always be used first to settle all interest and costs owed and secondly to settle the longest outstanding invoices, even if the other party states that the payment relates to a later invoice.

Article 11. Permits and other local circumstances

1. The other party shall, at its own expense, obtain the necessary permits, approvals, exemptions or amendments in connection with the delivered goods and accessories and shall inform Ice-World in good time and in writing of any regulations with which the goods delivered by Ice-World must comply. Deviations from these standards cannot be invoked against Ice-World unless Ice-World has guaranteed in writing in a separate agreement that its performance complies with the permit standards. The other party is solely responsible for compliance with the regulations laid down in the permit relating to the delivered goods.
2. If the goods delivered by Ice-World cannot be put into operation due to non-compliance with permit conditions, this is at the expense and risk of the other party. The rental price remains payable in full.
3. Ice-World accepts no liability whatsoever if, after delivery, the delivered item cannot be put into use due to external circumstances other than those referred to in Articles 16.1 and

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16.2 (such as weather conditions, demonstrations and noise pollution). The rental price remains payable in full in such cases.

Article 12. Rental

1. The object rented by Ice-World to the other party (the "Rented Object") is and remains the property of Ice-World. Ice-World has the right to sell the Rented Object or to encumber it with any personal or real right. Ice-World has the right to transfer its rights and obligations with regard to rental under this agreement, in whole or in part, to third parties.
2. The other party owes a rental fee for the rental as stated in the quotation. If the rental agreement covers a period longer than one year, the rental fee may be adjusted once a year by Ice-World on the basis of the most recent Harmonised Index of Consumer Prices, index all products (HICP).
3. Without Ice-World's permission, the other party may only use and store the Rented Property in the locations agreed upon. The other party does not have the right to use or store the Rented Property elsewhere.
4. Without Ice-World's permission, the other party may not sublet the Rented Property or otherwise allow third parties to use it.
5. Without Ice-World's permission, the other party may not encumber the Rented Property with a right of pledge or in any other way provide it to third parties as security or encumber it with any other personal or property right.
6. The other party is obliged, at Ice-World's first request, to grant and establish, free of charge, any rights in rem (a right of superficies and/or an easement of access) that Ice-World may desire, including a right of superficies for the Rented Property and any appurtenances and accessories belonging thereto. The relevant rights in rem, etc. will be further agreed between the parties in accordance with Ice-World's standard deeds in accordance with the usual practice ().
7. The other party is obliged to insure the Leased Property for its replacement value for the duration of the lease agreement and to keep it insured against the usual risks, including fire and theft. Ice-World has the right to demand written proof (policy) of the existence of insurance. The other party must insure the amount stated in the lease agreement as the sum insured.
8. The other party must stipulate in the policy for the benefit of Ice-World that, in the event of damage, Ice-World is entitled to the compensation without the intervention of the other party.
9. The term of the rental agreement is agreed between Ice-World and the other party, failing which the Rental Agreement shall have a term of one year. The rental period commences on the day of delivery of the rented item to the other party as stated in the rental agreement and, if this has not been drawn up in writing, on the date of delivery.
10. At the end of the original rental period or any extension thereof, the rental period shall be tacitly extended for a period of one year, without prejudice to the provisions of Article 12.11, unless the other party notifies Ice-World in writing at least three months before the

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end of the original rental period that the rental agreement will end after the expiry of the original rental period or its extension.-World in writing no later than three months before the end of the original rental period that the rental agreement will end after the end of the original rental period or its extension.

11. Notwithstanding the provisions of Article 12.10, Ice-World has the right to remove the rented property regardless of whether the other party has indicated that it wishes to extend the rental agreement in accordance with Article 12.10.
12. The other party is obliged to allow persons designated by or on behalf of Ice-World to maintain, repair and remove the rented items.
13. The other party is obliged to ensure that the rented items are easily accessible in the opinion of Ice-World. Ice-World has the right, after written warning and notice of default, to remove any third-party obstructions. The resulting costs are entirely at the expense of the other party.
14. The other party is obliged to make a location available to Ice-World free of charge for the purpose of the Rented Property, which meets the specifications of the other party and the requirements set by Ice-World. All costs associated with adapting the location to Ice-World's requirements shall be borne by the other party. Ice-World is not obliged to adapt the location to the specifications of the other party.
15. The costs for the placement and installation of the Rented Property, including the costs stated in the quotation, shall be borne by the other party.
16. If the other party is not the owner of the (commercial) plot where the Rented Property is placed, it guarantees that the owner agrees to all actions deemed desirable or necessary by Ice-World for the creation, replacement, relocation, expansion, modification or removal of the Rented Property, both for its own benefit and for the benefit of third parties. Ice-World may require that the other party submit a written statement from the owner to this effect.
17. If, during the term of the rental agreement, the Rented Property must be relocated, dismantled or removed at the request of the other party, the costs thereof shall be borne by the other party.
18. If, at the end of the rental agreement, the Rental Agreement is not renewed or otherwise continued and Ice-World decides to remove the Rented Property in accordance with Article 12.11, the costs of removal shall be borne by Ice-World. At the end of the Rental Agreement, Ice-World will leave the other party's location in as orderly a condition as possible. The costs of restoring the location to its original condition and of removing parts of the installation other than the Rented Equipment (including, among other things, piping) shall be borne by the other party.
19. If, during the term of the Rental Agreement, the Rented Equipment must be modified at the request of the other party, this Rental Agreement shall be deemed to apply to the modified Rented Equipment, on the understanding that the other party is obliged to reimburse the costs of modification. In addition, the other party is obliged, with due observance of the provisions of Article 12.3, to pay the (higher or lower) rate as stated for the Rented Property in Ice-World's quotation.

20. During the term of the rental agreement, Ice-World is obliged to keep the Rented Property in good condition.
21. The work referred to in Article 12.20 will be carried out as much as possible during normal working hours and in consultation with the other party. If the work is carried out outside normal working hours, the associated additional costs (including overtime, weekend and public holiday surcharges, etc.) will be borne by the other party. The other party is obliged to cooperate free of charge with maintenance and repair work.
22. Faults in the Rented Property must be reported by the other party to Ice-World via the general service number within 24 hours after the fault has occurred or has been noticed or could have been noticed by the other party.
23. In the event of malfunctions, Ice-World will endeavour to be present at the Rented Equipment within the response time specified in the Rental Agreement and to remedy the malfunction.
24. The costs of repairing or remedying the malfunction shall be borne by Ice-World, unless the malfunction is attributable to a circumstance for which the other party is responsible.
25. The other party is obliged to use the Rental Equipment with due care and in accordance with its nature and intended purpose.

Article 13. Collection costs

If the other party is in default or fails to fulfil one or more of its obligations, all actual costs incurred in obtaining satisfaction outside and in court will be borne by the other party. In any case, the other party shall owe the percentage of the invoice amount stated in the Extrajudicial Collection Costs Decree with regard to the extrajudicial costs. If Ice-World demonstrates that it has incurred higher costs, these shall also be eligible for reimbursement.

Article 14. Contracted work

1. Changes to accepted work whereby Ice-World creates and delivers work of a material nature to the other party on behalf of the other party, either by special order of the other party, as a result of external causes or because the information provided by the other party is incorrect, will be considered additional work if this results in additional costs. Additional work will be charged to the other party on the basis of hourly labour costs and material costs.
2. The contracted work shall be deemed to have been completed if it has been fully executed or assembled and Ice-World has notified the other party of this in writing or verbally. The work accepted shall also be deemed to have been completed as soon as the work has been delivered to the client in accordance with the provisions of Article 3. Completion shall not affect the provisions of Articles 10 and 12 of these general terms and conditions.
3. If, through no fault of Ice-World, any part cannot be delivered at the same time as the completion of the entire work, the completed part may still be delivered. The other party shall cooperate in this.

4. Ice-World accepts no liability whatsoever for installations that have not been assembled by or on behalf of Ice-World.

Article 15. Liability

The other party indemnifies Ice-World against all damage that Ice-World may suffer as a result of claims from third parties related to or arising from the agreement between Ice-World and the other party. Ice-World is liable to the other party exclusively in the following ways:

1. For direct damage to goods caused by intent or gross negligence on the part of its personnel, up to a maximum amount of EUR 15,000 per event or series of related events;
2. Never for damage in any way related to environmental damage, power failures, weather conditions and/or any form of indirect damage or consequential damage, such as damage related to loss of profit and the like, incurred by the other party;
3. With regard to liability, a maximum amount of the payment made by Ice-World's insurance always applies, insofar as this liability is covered by Ice-World's insurance;
4. If Ice-World's insurance does not provide cover in any case or does not pay out, up to half of the invoice amount and, if this limitation does not apply, up to a maximum of the invoice amount;
5. Damage must be reported to Ice-World as soon as possible, but no later than 7 days after it has occurred, by means of a written document with confirmation of receipt. Ice-World is not obliged to compensate damage that has not been reported in a timely and proper manner.

Article 16. Force majeure

1. Force majeure is understood to mean circumstances that prevent the fulfilment of the obligation and that are beyond Ice-World's control. This includes (if and insofar as these circumstances make fulfilment impossible or unreasonably difficult):
 - I. Strikes in companies other than Ice-World, wildcat strikes or political strikes in Ice-World's company;
 - II. A general shortage of necessary raw materials, machine breakdowns of, among other things, chillers, generators and/or aggregates and other items or services necessary for the performance of the agreed service;
 - III. Unforeseeable health (pandemics), weather and terrain conditions, unforeseeable stagnation at suppliers or other third parties on which Ice-World depends, and general transport problems.
2. Ice-World also has the right to invoke force majeure if the circumstance preventing (further) performance occurs after Ice-World should have fulfilled its obligation.
3. During force majeure, Ice-World's delivery obligations and other obligations are suspended and Ice-World does not fail to fulfil its obligations towards the other party by not performing. If the period during which Ice-World is unable to fulfil its obligations due to force majeure lasts longer than six months, both parties are entitled to terminate the agreement without any obligation to pay compensation.
4. If, at the time of the occurrence of the force majeure, Ice-World has already partially fulfilled its obligations, or can only partially fulfil its obligations, it shall be entitled to invoice the part already delivered or deliverable separately, and the other party shall

be obliged to pay this invoice as if it were a separate contract. However, this does not apply if the part already delivered or deliverable has no independent value. Amounts already paid cannot be reclaimed unless the other party terminates the agreement after the expiry of the period referred to in Article 14.4.

Article 17. Dispute resolution

1. Contrary to the statutory rules on the jurisdiction of the civil court, any dispute between the other party and Ice-World shall be settled exclusively by the court with jurisdiction under the law within whose jurisdiction Ice-World is established, including in summary proceedings.
2. If it is necessary to make the judgment or other decision of a judicial authority as referred to in Article 17.1 enforceable in a country other than the Netherlands, the other party will not oppose such proceedings and will cooperate with the formalities required for this purpose.

Article 18. Applicable law

All legal relationships between the parties shall be governed exclusively by Dutch law, including rules based on European law that have direct effect in the Netherlands, but excluding the rules of private international law, including the Vienna Sales Convention, insofar as these rules designate a law other than the law designated on the basis of this Article.

Article 19. Amendment of the terms and conditions

Ice-World is authorised to make changes to these terms and conditions. These changes will take effect on the announced date of entry into force. Ice-World will send the amended terms and conditions to the other party in good time. If no date of entry into force has been communicated, the amendments will take effect vis-à-vis the other party as soon as it has been notified of the amendment.

GENERAL PURCHASE TERMS AND CONDITIONS

Article 1. Applicability of these terms and conditions

1. These terms and conditions apply to every offer/quotation and every agreement (including every purchase agreement for a mobile ice rink, associated accessories and related legal acts) between Ice-World International B.V. (hereinafter referred to as: "Ice-World") as user and a counterparty to which Ice-World has declared these terms and conditions applicable (hereinafter referred to as: "counterparty"). This is insofar as the parties have not expressly deviated from these terms and conditions in a written document signed by both parties.
2. These terms and conditions are included as standard with every offer/quotation from Ice-World. These terms and conditions can also be consulted and downloaded from the Ice-World website at www.ice-world.com.
3. Ice-World expressly rejects the applicability of any general terms and conditions of a counterparty. Only the terms and conditions of Ice-World apply. If, nevertheless, the terms and conditions of the counterparty apply, the terms and conditions of Ice-World shall apply insofar as the subject matter in question is not regulated and if the terms and conditions of Ice-World and the counterparty differ from each other.

Article 2. Offers/quotations

The offers/quotations made by Ice-World are based on information provided by the other party and are valid for 30 days after the date of dispatch, unless otherwise indicated or agreed. Ice-World is entitled to amend the offers/quotations as long as they have not yet been accepted by the other party. Ice-World is also entitled to withdraw or amend an offer/quotation, even after acceptance by the other party, if the information provided by the other party is (or proves to be) incorrect. Ice-World is only bound by the offers/quotations if their acceptance by the other party is confirmed to Ice-World in writing within 14 days. The prices stated in an offer/quotation are exclusive of VAT and other applicable taxes or levies, unless otherwise indicated. If, after the other party has accepted an offer/quotation from Ice-World, Ice-World has sent the other party a written contract for signature, Ice-World is only bound by the content thereof if it returns such an agreement, signed, to the other party within 14 days of dispatch.

Article 3. Delivery

1. Unless otherwise agreed, delivery of purchased goods shall take place at the location where these goods are to be installed, regardless of whether the delivery is domestic or international. From the moment of delivery, based on a purchase or other agreement, the delivered goods are at the risk of the other party.
2. The other party is obliged to accept the purchased goods at the moment they are delivered to it by Ice-World, as well as at the moment they are to be made available to it in accordance with the agreement. If the other party refuses to accept the goods or fails to provide information or instructions necessary for delivery, the goods will be stored at the risk and expense of the other party. In that case, the other party will owe

Ice-World all additional costs, including in any case storage costs, as well as the agreed price.

3. The specifications stated in the quotation are always as accurate as possible, but the purchased goods may differ in size, without the other party being entitled to any adjustment of the purchase price due to a different size.
4. The substances used for the ice rink (glycol) are biodegradable in accordance with the manufacturer's specifications. Ice-World rejects all warranty and liability claims if the other party does not use the resources supplied or recommended by Ice-World and if the other party has failed to conduct a (pollution) soil investigation prior to the delivery of the goods sold by Ice-World, which shows the absence of any pollution.

Article 4. Delivery time

An agreed delivery time is a target date and not a deadline for Ice-World, unless expressly agreed otherwise. In the event of late delivery, the other party must give Ice-World written notice of default in order to be entitled to claim compensation and/or terminate the agreement after the reasonable period specified in the notice of default has expired and the situation has still not been remedied or will not be remedied in the short term, without prejudice to the applicability of the other provisions of these general terms and conditions. claim compensation and/or terminate the agreement after the reasonable period specified in the notice of default has expired and Ice-World has not yet performed properly or will not do so in the short term.

Article 5. Partial deliveries

Ice-World is permitted to deliver goods sold in parts. This does not apply if a partial delivery has no independent value for the other party. If the goods are delivered in parts, Ice-World is authorised to invoice each part separately, unless otherwise agreed.

Article 6. Technical and related requirements

If the goods to be delivered are to be used outside the Netherlands, the goods delivered by Ice-World shall comply with the technical requirements and related standards set by the laws or regulations of the country where the goods are to be used, provided that the other party has notified Ice-World in writing of the existence of such requirements or standards abroad when concluding the agreement. All other technical requirements imposed by the other party on the goods to be delivered, insofar as they deviate from the normal requirements, must also be explicitly reported in writing by the other party upon conclusion of the agreement, failing which any deviations in this respect cannot be invoked against Ice-World.

Article 7. Intellectual Property

1. Ice-World strives to provide as accurate a picture as possible in designs, images, catalogues, drawings, size and weight specifications, diagrams, etc. made for the other party. However, these materials are not binding on Ice-World, unless otherwise agreed. With due observance of the provisions of Article 8, Ice-World has the right to deviate from this if it deems this necessary.

2. The design of installations and the interpretation of specifications are carried out to the best of Ice-World's knowledge and ability. Any shortcomings in this regard cannot be held against Ice-World. If Ice-World shows or provides a model, sample or example, this is only by way of example: the qualities of the items to be delivered may differ from the sample, model or example.
3. Ice-World is and remains the sole owner of all (background, foreground, sideground and postground) intellectual property rights relating to the items, drawings, concepts, offers/quotations, etc. created and/or originating from it. The other party must ensure that these are not unlawfully copied or used, either in whole or in part, nor made available or accessible to third parties without authorisation. Media containing drawings and other forms of intellectual property must be returned to Ice-World immediately upon first request, without the other party retaining a copy.
4. If Ice-World provides the other party with verbal information about concepts and ideas relating to the products it supplies, the other party is not permitted to use this information outside the scope of the agreement with Ice-World or to disclose this information to third parties, unless the information is in the public domain and no infringement is made of Ice-World's intellectual property rights (background, foreground, sideground and postground) or otherwise acts unlawfully towards Ice-World.
(background, foreground, sideground and postground) intellectual property rights of Ice-World or otherwise acts unlawfully towards Ice-World.

Article 8. Changes to the goods to be delivered

Ice-World is authorised to deliver goods that differ in detail from the goods described in the agreement and these general terms and conditions, including in terms of material, dimensions and colour scheme and the provisions of Article 7, unless specific details have been agreed. If Ice-World delivers goods that deviate substantially from the agreed goods, the other party is entitled to terminate the agreement with due observance of Article 12 of these general terms and conditions. However, the other party does not have the right referred to in Article 8.1 if the changes are substantial changes to the items to be delivered, the packaging or accompanying documentation that are required on the basis of applicable legal or other regulations, or if the changes to the item constitute an improvement.

Article 9. Termination of the agreement

1. The claims of one party against the other party – including payment claims – shall be immediately due and payable – before the moment referred to in Article 15 – in the following cases:
 - if, after the conclusion of the agreement, a party becomes aware of circumstances that give good reason to fear that the other party will not fulfil its obligations;
 - if, upon conclusion of the agreement, Ice-World has asked the other party to provide security for the performance of the agreement and such security is not provided or is insufficient.

In the aforementioned cases, a party is also authorised to suspend further performance of the agreement or to terminate the agreement after a reasonable period in which the obligations under the agreement can be fulfilled, all this without prejudice to the right to claim compensation, in which case the compensation will be equal to the purchase price owed, plus any return and transport costs.

2. A party also has the right to terminate the agreement with the other party with immediate effect if the latter refuses to fulfil its obligations after having been given written notice of default. The terminating party is then entitled to compensation, the amount of which will be determined in accordance with the provisions of Article 9.1.
3. If circumstances arise with regard to persons and/or materials that Ice-World uses or tends to use in the performance of the agreement, or if other circumstances arise that are of such a nature that the performance of the agreement becomes impossible or so difficult and/or disproportionately costly for Ice-World that compliance with the agreement can no longer reasonably be expected, Ice-World shall also be entitled to terminate the agreement without the other party being entitled to compensation.

Article 10. Warranty

1. Unless otherwise agreed, Ice-World guarantees that the goods delivered by it on the basis of the agreement and these general terms and conditions are free from design, material and manufacturing defects for a period of twelve months after delivery or completion or actual commissioning, calculated from the first occurrence. In the event that goods are (partly) purchased from a third party and are resold or used in an Ice-World product, the warranty as given by the third party to Ice-World under the circumstances will also apply to the other party.
2. If the item has a design, material or manufacturing defect, the other party is entitled to have the item repaired without claiming additional compensation. Ice-World may choose to replace the item if repair is not possible. The other party is only entitled to replacement if repair of the item is not possible.
3. Ice-World is liable for damage resulting from a defect in the goods delivered on the basis of this provision for a period of twelve months after delivery or actual use, whichever occurs first, up to a maximum of the invoice amount. Liability shall only arise if Ice-World does not repair the defect within a reasonable period of time after written notification by the other party.
4. The warranty does not apply if the damage is the result of incorrect handling, failure to follow the instructions, user manual or specifications of Ice-World by the other party with regard to the delivered goods.
5. Design, material and manufacturing defects must be reported to Ice-World in writing as soon as possible during the warranty period, but no later than fourteen days after discovery, failing which Ice-World may charge the other party for the repair costs.

Article 11. Retention of title

1. The goods delivered by Ice-World on the basis of a purchase agreement remain the property of Ice-World until the other party has fulfilled all subsequent obligations arising from all agreements concluded with Ice-World, including:
 - the consideration(s) relating to the goods delivered or to be delivered;
 - the consideration(s) relating to services performed or to be performed by Ice-World under the purchase agreement(s);
 - any other claims that Ice-World has against the other party.

General Terms and Conditions of Ice-World International B.V. (IWI), located at Weteringpad 7, 3762 EN Soest, The Netherlands. Chamber of Commerce registration under no. 31044396 (IWI). IWI: info@ice-world.com

2. The goods delivered by Ice-World that are subject to retention of title pursuant to Article 11.1 may only be resold in the context of normal business operations. Furthermore, the other party is not authorised to pledge the goods or to establish any other (limited) right to them before it has acquired ownership of the goods delivered.
3. If the other party/purchaser fails to fulfil its obligations or there is good reason to fear that it will not do so, Ice-World is entitled to remove or have removed any goods delivered that are subject to the retention of title referred to in Article 11.1 from the other party or third parties holding the goods for the other party. The other party is obliged to cooperate fully in this regard, on pain of an immediately payable penalty of 10% of the amount owed by it per day.
4. The other party undertakes to insure and keep insured the goods delivered under retention of title against all forms of damage, including fire, explosion and water damage, damage as a result of destruction and theft, and to make the insurance policy available for inspection by Ice-World on first request.
5. The other party also undertakes, at Ice-World's first request, to:
 - pledge all claims of the other party against insurers with regard to the goods delivered under retention of title to Ice-World in the manner prescribed in Article 3:239 of the Dutch Civil Code;
 - pledge to Ice-World the claims that the other party acquires against its customer when reselling goods delivered by Ice-World under retention of title in the manner prescribed in Article 3:239 of the Dutch Civil Code;
 - to mark the goods delivered under retention of title as the property of Ice-World;
 - to cooperate in other ways with all reasonable measures that Ice-World wishes to take (or have taken) to protect its property rights with regard to the goods and which do not unreasonably hinder the other party in the normal conduct of its business.

Article 12. Defects and Complaints

1. The other party must inspect the purchased or otherwise installed goods upon delivery or completion. In doing so, the other party must check whether the goods delivered comply with the agreement and the provisions of these general terms and conditions, namely:
 - whether the correct items have been delivered in accordance with the agreement/general terms and conditions;
 - whether the quantity of the delivered items corresponds to what was agreed;
 - whether the delivered goods meet the agreed quality requirements.
2. If visible defects or shortcomings are found or could have been found during a reasonable inspection, the other party must report these to Ice-World in writing within 14 days of delivery or completion, failing which the other party can no longer invoke the shortcoming.
3. Non-visible defects that could not be detected despite reasonable inspection must be reported in writing to Ice-World by the other party within 14 days of discovery, but no later than three months after delivery or completion. After this three-month period has expired, the defect can no longer be invoked unless it falls under the guarantees of Article 10 and a complaint has been made in good time.

4. Even if the other party complains in good time, its obligation to pay for and accept orders placed remains. The other party is only entitled to delivery of what has been agreed and as specified in these general terms and conditions, unless Ice-World fails to comply within a reasonable period of time after written notification and the defect is material. In that case, the other party has the right to terminate this agreement.

Article 13. Price changes

1. If Ice-World agrees on a certain price with the other party, Ice-World is nevertheless entitled to increase the price if circumstances arise that result in increased material and/or labour costs for Ice-World after the agreement has been concluded. If the price increase exceeds 10% of the total agreed price, the other party has the right to terminate the agreement without Ice-World being liable for any damage suffered by the other party.
2. If errors were made in the calculation when preparing the quotation that should have been reasonably apparent to the other party, Ice-World is entitled to adjust the price after discovering these errors. In such circumstances, the last sentence of Article 13.1 does not apply.

Article 14. Assembly and transport

1. Unless otherwise agreed in writing, the costs of assembly of the goods and materials delivered by Ice-World are included in the agreed price. The costs of transport of the goods and materials delivered by Ice-World are not included in the agreed price.
2. The other party is obliged to indicate the location and the relevant local circumstances – including a soil investigation (for contamination) – where the goods and materials delivered by Ice-World are to be assembled on a drawing well in advance of the assembly and to provide this to Ice-World. If, prior to the commencement of the work by Ice-World, the other party has not provided drawings on which cables, underground and above-ground pipes, etc. are correctly and accurately indicated, Ice-World shall never be liable for damage caused to them, nor for any consequences arising therefrom.
3. Ice-World is not liable for any damage caused to turf, plants, crops, access roads, paving and other items present at the installation site during the installation and dismantling work and after the installation of objects, regardless of whether Ice-World carried out the installation work. plants, crops, access roads, paving and other items present at the installation site, such as the existing substrate of the items delivered by Ice-World, with the exception of pipes, etc., as indicated in Article 14.2 under the circumstances specified therein.
4. At Ice-World's first request, the other party shall take measures to ensure that third parties do not have access to the work during the assembly work. Ice-World is never liable for damage to or caused by third parties during the assembly work.

Article 15. Payment

1. Payment must be made in a manner specified by Ice-World, unless otherwise agreed in the purchase agreement. Unless otherwise agreed, payment must be made before delivery of the agreed goods on the date specified by Ice-World. From the moment of default, the other

party will owe interest on the amount due at the statutory interest rate plus 2%. Default will occur on the final payment date specified on Ice-World's invoice.

2. In the event of liquidation, bankruptcy or suspension of payments of the other party, the obligations of the other party will become immediately due and payable.
3. Payment must be made without discount or set-off. The other party is also not authorised to set off its own claims against those of Ice-World or to suspend its payment obligations towards Ice-World in any way.
4. Payments made by the other party shall always be used first to settle all interest and costs owed and secondly to settle the longest outstanding invoices, even if the other party states that the payment relates to a later invoice.

Article 16. Permits and other local circumstances

1. The other party shall, at its own expense, obtain the necessary permits, approvals, exemptions or amendments in connection with the delivered goods and accessories and shall inform Ice-World in good time and in writing of any regulations with which the Ice-World delivered by Ice-World must comply. Deviations from these standards cannot be invoked against Ice-World unless Ice-World has guaranteed in writing in a separate agreement that its performance complies with the permit standards. The other party is solely responsible for compliance with the regulations laid down in the permit relating to the delivered goods.
2. If the goods delivered by Ice-World cannot be put into operation due to non-compliance with permit conditions, this is at the expense and risk of the other party. The sales price remains payable in full.
3. Ice-World accepts no liability whatsoever if, after delivery, the delivered goods cannot be put into use due to external circumstances other than those referred to in Articles 16.1 and 16.2 (such as weather conditions, demonstrations and noise pollution). The sales price remains payable in full in such cases.

Article 17. Collection costs

If the other party is in default or fails to fulfil one or more of its obligations, all costs actually incurred in obtaining satisfaction outside and in court will be borne by the other party. In any case, the other party shall owe the percentage of the invoice amount stated in the Extrajudicial Collection Costs Decree with regard to the extrajudicial costs. If Ice-World demonstrates that it has incurred higher costs, these shall also be eligible for reimbursement.

Article 18. Contracted work

1. Changes to contracted work whereby Ice-World creates and delivers work of a material nature to the other party on behalf of the other party, either by special order of the other party, as a result of external causes or because the information provided by the other party is incorrect, will be considered additional work if this results in additional costs. Additional work will be charged to the other party on the basis of hourly labour costs and material costs.

2. The contracted work shall be deemed to have been completed if it has been fully executed or assembled and Ice-World has notified the other party of this in writing or verbally. The work accepted shall also be deemed to have been completed as soon as the work has been delivered to the client in accordance with the provisions of Article 3. Completion shall not affect the provisions of Articles 10 and 12 of these general terms and conditions.
3. If, through no fault of Ice-World, any part cannot be delivered at the same time as the completion of the entire work, the completed part may still be delivered. The other party shall cooperate in this.
4. Ice-World accepts no liability whatsoever for installations that have not been assembled by or on behalf of Ice-World.

Article 19. Liability

The other party indemnifies Ice-World against all damage that Ice-World may suffer as a result of claims by third parties related to or arising from the agreement between Ice-World and the other party. Ice-World is liable to the other party exclusively in the following ways:

1. For damage resulting from defects in delivered goods, only the liability as set out in Article 10 of these terms and conditions applies;
2. For direct damage to goods caused by intent or gross negligence on the part of its personnel, up to a maximum amount of EUR 15,000 per event or series of related events;
3. Never for damage in any way related to environmental damage, power failures, weather conditions and/or any form of indirect damage or consequential damage, such as damage related to loss of profit and the like, incurred by the other party;
4. With regard to liability, a maximum amount of the payment made by Ice-World's insurance always applies, insofar as this liability is covered by Ice-World's insurance;
5. If Ice-World's insurance does not provide cover in any case or does not pay out, up to half of the invoice amount and, if this limitation does not apply, up to a maximum of the invoice amount;
6. Damage must be reported to Ice-World as soon as possible, but no later than 7 days after it has occurred, by means of a written document with confirmation of receipt. Ice-World is not obliged to compensate damage that has not been reported in time and in the correct manner.

Article 20. Force majeure

1. Force majeure is understood to mean circumstances that prevent the fulfilment of the obligation and that are beyond Ice-World's control. This includes (if and insofar as these circumstances make fulfilment impossible or unreasonably difficult):
 - I. Strikes in companies other than Ice-World, wildcat strikes or political strikes in Ice-World's company;
 - II. A general shortage of necessary raw materials, machine breakdowns of, among other things, chillers, generators and/or aggregates and other items or services necessary for the performance of the agreed service;
 - III. Unforeseeable health (pandemics), weather and terrain conditions, unforeseeable stagnation at suppliers or other third parties on which Ice-World depends, and general transport problems.

2. Ice-World also has the right to invoke force majeure if the circumstance preventing (further) performance occurs after Ice-World should have fulfilled its obligation.
3. During force majeure, Ice-World's delivery obligations and other obligations are suspended and Ice-World does not fail to fulfil its obligations towards the other party by not performing. If the period during which Ice-World is unable to fulfil its obligations due to force majeure lasts longer than six months, both parties are entitled to terminate the agreement without any obligation to pay compensation.
4. If, at the time of the occurrence of force majeure, Ice-World has already partially fulfilled its obligations, or can only partially fulfil its obligations, it shall be entitled to invoice the part already delivered or deliverable separately, and the other party shall be obliged to pay this invoice as if it were a separate contract. However, this does not apply if the part already delivered or deliverable has no independent value. Amounts already paid cannot be reclaimed unless the other party terminates the agreement after the expiry of the period referred to in Article 18.4.

Article 21. Dispute resolution

1. Contrary to the statutory rules on the jurisdiction of the civil court, any dispute between the other party and Ice-World shall be settled exclusively by the court with jurisdiction under the law within whose jurisdiction Ice-World is established, including in summary proceedings .
2. If it is necessary to make the judgment or other decision of a judicial authority as referred to in Article 21.1 enforceable in a country other than the Netherlands, the other party will not oppose such proceedings and will cooperate with the formalities required for this purpose.

Article 22. Applicable law

All legal relationships between the parties shall be governed exclusively by Dutch law, including rules based on European law that have direct effect in the Netherlands, but excluding the rules of private international law, including the Vienna Sales Convention, insofar as these rules designate a law other than the law designated on the basis of this Article.

Article 23. Amendment of the terms and conditions

Ice-World is authorised to make changes to these terms and conditions. These changes will take effect on the announced date of entry into force. Ice-World will send the amended terms and conditions to the other party in good time. If no date of entry into force has been communicated, the amendments will take effect vis-à-vis the other party as soon as it has been notified of the amendment.