

GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions

In these general terms and conditions of sale ("**Terms and Conditions**"), the following terms are used in the following sense unless expressly stated otherwise:

Offer

Offer made by Outstanding to Customer, including quotations, data in any attachments, prices and other conditions.

Goods

Goods (mostly tents or related items) or services to be supplied by or on behalf of Outstanding.

Customer

Any client, legal entity or natural person or a number of persons acting jointly, legal entities or not, who enters into an Agreement with Outstanding or assigns Outstanding to perform work.

Delivery

Putting one or more Goods into the possession of or into the power of Customer respectively and any installation/assembly of these Goods.

Outstanding

Outstanding BV, also trading as Outstanding, The New Way of Camping and Outstanding, and its affiliates, user of these Terms and Conditions.

Agreement

Any agreement concluded between Outstanding and Customer, any amendment or addition thereto, as well as all (legal) acts in preparation and execution of that agreement.

Party

Outstanding individually on the one hand or Customer individually on the other.

Parties

Outstanding and Customer jointly.

2. Applicability

- 2.1. These Terms and Conditions apply to and form part of any Offer, any undertaking however named and the Agreement between Outstanding and the Customer.
- 2.2. The applicability of any form of general and/or other terms and conditions of the Customer is expressly rejected.
- 2.3. Deviations from these Conditions shall only be valid if they are in writing, validly and expressly agreed between Outstanding and the Customer.
- 2.4. Failure by Outstanding to require strict compliance with these Terms and Conditions shall not constitute a waiver of these Terms and Conditions and shall not affect their validity.
- 2.5. If and as soon as it has been established that one or more provisions in these Terms and Conditions are invalid, void or validly annulled, the other provisions of these Terms and Conditions shall remain in full force and the Parties shall replace the invalid, void or annulled provisions with provisions that correspond as closely as possible to the

invalid, void or annulled provisions in terms of their purpose and scope.

- 2.6. In a case of contradiction and/or ambiguity in interpretation between these Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.
 - 2.7. The Conditions also apply to all Agreements with Outstanding for the execution of which third parties need to be involved.
 - 2.8. Outstanding is entitled to amend these Conditions unilaterally. It shall notify the Customer in writing at least three months before such amendment comes into force.
- ## 3. Offers and formation of Agreement
- 3.1. All Offers issued by Outstanding to the Customer are without obligation, unless expressly stated otherwise in the Offer. They are valid for 14 days unless otherwise indicated.
 - 3.2. If an Outstanding Offer contains an obvious error or mistake or is based on incorrect or incomplete data provided by the Customer, the Customer cannot derive any rights from it.
 - 3.3. An Offer shall lapse if the Goods to which the Offer relates are no longer available in the meantime, without Outstanding being liable for any compensation. The mere notification by Outstanding shall suffice in this respect.
 - 3.4. The Customer is not allowed to accept only parts of an Offer from Outstanding and Outstanding is not obliged to perform only parts of an Offer.
 - 3.5. The Customer is not allowed to transfer the rights and obligations under the Agreement to a third party without Outstanding's prior written consent.
 - 3.6. Images, specifications, models or examples shown by Outstanding are indicative, so that the Customer cannot derive any rights from them, unless the Parties have agreed otherwise in writing. This also applies to other printed matter and Outstanding's website.
 - 3.7. If the Agreement is not granted to Outstanding, Outstanding shall be entitled to charge Customer for all costs incurred by Outstanding to prepare the Offer.
 - 3.8. Offers do not automatically apply to future orders.

4. Agreements

- 4.1. An Agreement becomes binding only by written acceptance in a confirmation of the Agreement signed by Outstanding or if the Agreement is executed by Outstanding.
- 4.2. Outstanding reserves the right, without giving reasons, not to accept an Agreement or to accept it only under the condition of prior written confirmation of the Agreement by the Customer and/or the work will be commenced by Outstanding only after advance payment.
- 4.3. The Customer is obliged to make an advance payment of 50% of the value of the Agreement, failing which Outstanding is not obliged to execute the Agreement. Also during the performance of the work, Outstanding may demand advance payment, in default of which Outstanding shall be entitled to suspend its obligations.

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5. Implementation of Agreement

- 5.1. The Customer shall ensure that all information and data which Outstanding indicates are necessary for the performance of the Agreement, or which the Customer should reasonably understand are necessary, are provided to Outstanding in a timely manner. If the information required for the performance of the Agreement has not been provided to Outstanding on time, Outstanding shall be entitled to suspend the performance of the Agreement and/or to charge the Customer for the additional costs resulting from the delay in accordance with the usual rates.
- 5.2. Outstanding shall not be liable for any damage, of whatever nature, due to Outstanding having relied on incorrect and/or incomplete data and information provided by Customer.
- 5.3. If during the performance of the Agreement it becomes apparent that for proper performance it is necessary to amend or extend the Agreement, the Agreement shall be amended or extended at Outstanding's first request. The Customer agrees in advance that amendment or extension of the Agreement may result in an adjustment of the agreed price and term of performance of the Agreement.
- 5.4. Outstanding is entitled to execute the Agreement in several phases and to invoice the part thus executed separately. In that case Outstanding is entitled to suspend the execution of the next phase until the Customer has approved the results of the preceding phase in writing and/or until the outstanding invoices have been paid.
- 5.5. At Customer's request, Outstanding will install or make the Goods ready for operation against calculation of the agreed rates.
- 5.6. Outstanding is not responsible for conducting research into the presence and location of obstacles, cables, pipelines and other present obstacles and risks, underground or otherwise, and shall never be liable for any damage that may arise from this. The Customer shall (if applicable) notify the Land Registry of the ground works. The Customer indemnifies Outstanding in advance against any damage that may arise from hitting or damaging (underground) obstacles in the broadest sense of the word.
- 5.7. Outstanding is entitled to have the Agreement (partially) executed by third parties.
- 5.8. Outstanding is allowed to assign its rights and/or obligations under the Agreement to third parties.

6. Duration Agreement and term of execution

- 6.1. The Agreement between Outstanding and Customer is entered into for an indefinite period, unless the nature of the Agreement dictates otherwise or the Parties expressly agree otherwise in writing.
- 6.2. (Delivery/performance) deadlines included in the Agreement are indicative and informative and never apply as deadlines, unless the Parties have agreed otherwise in writing. If any term is exceeded, Customer shall not be entitled to any compensation.

7. Prices

- 7.1. All prices stated by or on behalf of Outstanding are in Euros, exclusive of sales tax (VAT) and other government levies, unless explicitly stated otherwise, and exclusive of any costs to be incurred in the context of the Agreement, including travel and accommodation and transport and shipping and administration costs, unless stated otherwise.
- 7.2. Prices shall apply only to the Goods named by name in the Agreement. All Goods delivered in addition thereto by Outstanding will be charged separately at prices as applicable on the day of Delivery or service.
- 7.3. The prices quoted by Outstanding are based on the circumstances prevailing at the time of quotation, such as purchase prices and/or cost prices, exchange rates, freight rates, wages, salaries, government charges, social charges, energy costs and the like.
- 7.4. If, during a period of time between the date of Offer or Agreement and the date of Delivery, one or more of the circumstances as mentioned in paragraph 3 of this article change by more than 3%, Outstanding is entitled to increase the agreed price by that same percentage.
- 7.5. Packaging and transport costs are excluded from the price and shall be borne by Customer.
- 7.6. The implementation of price changes pursuant to this article shall not entitle Customer to terminate or dissolve an Agreement prematurely.

8. Payment

- 8.1. All invoices shall be paid by the Customer in accordance with the agreed and payment conditions stated on the invoice and in a manner to be indicated by Outstanding. In the absence of such conditions, the Customer shall pay immediately after invoicing, but at the latest within 14 days after the date of the respective invoice.
- 8.2. All payments shall be made without discount, set-off or clearing.
- 8.3. If any payment is not made on time, Customer shall be in default by operation of law without prior notice of default being required. Customer shall then owe interest of 1.5% per month, unless the statutory commercial interest rate is higher in which case the statutory commercial interest rate shall apply with a minimum of EUR 250.- per connected delay. Part of a month shall be counted as a whole month.
- 8.4. With regard to a Customer, not being a natural person who does not act in the exercise of a profession or business, in deviation from article 6:96 subsection 4 of the Dutch Civil Code, all collection costs shall be for the Customer's account, whereby the Customer shall owe an amount for extrajudicial collection costs of 15% of the amount due, with a minimum of EUR 350.-. If the actual costs are higher, the actual costs shall be deemed the extrajudicial costs due. The mere engagement of a third party by user will render liability.
- 8.5. Payments made by the Customer always serve firstly to pay all interest and costs due and secondly to pay due invoices that have been outstanding the longest.

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- 8.6. The fact that a payment may be made through third parties - regardless of whether this is done with Outstanding's knowledge - in no way releases the Customer from its contractual liability regarding the obligations arising from the Agreement.
- 8.7. In case of liquidation, bankruptcy, attachment or suspension of payments of Customer, Outstanding's claims against Customer shall be immediately due and payable.
- 9. Retention of title and security**
- 9.1. Outstanding remains the owner of the Goods delivered under the Agreement until Customer has fulfilled all its obligations under the Agreement(s), including interest and costs.
- 9.2. Until Customer has fulfilled all its obligations under the Agreement(s), Customer is obliged to take care of the Goods with due diligence and:
- Customer is prohibited from alienating, leasing, pledging or otherwise encumbering the Goods, or transferring rights or obligations arising from the Agreement to third parties;
 - Customer is obliged to clearly register and mark the Goods delivered under retention of title as the property of Outstanding;
 - the Customer hereby unconditionally and irrevocably authorises Outstanding or a third party to be appointed by Outstanding, in all cases in which Outstanding wishes to exercise its retention of title, to enter all those places where Outstanding's property is or could be located and to take the Goods there.
- 9.3. For the purpose of assessing the creditworthiness of the Customer by Outstanding, the Customer shall provide, at Outstanding's first request, recent annual accounts, which comply with the statutory provisions. If requested, Customer shall also provide additional information and documentation regarding its financial status at Outstanding's first request.
- 9.4. Upon first request from Outstanding, the Customer is obliged to provide adequate security for the fulfilment of its existing and future obligations towards Outstanding, both arising from the existing Agreement and from new Agreements or agreements of any kind. If any security provided has become insufficient in Outstanding's opinion, the Customer is obliged to provide additional security at Outstanding's first request.
- 10. Delivery and risk**
- 10.1. Unless the Parties have agreed otherwise in writing, the Delivery of Goods shall take place on the basis of EXW-Ex Works (Incoterms® applicable at the time of the conclusion of the Agreement) warehouse Outstanding or its supplier. From that moment, the risk shall pass to the Customer, regardless of the actual place of Delivery.
- 10.2. Customer is obliged to take delivery of the Goods at the agreed time, failing which Outstanding will store the products at the expense and risk of Customer. In that case, Customer shall owe all related additional (storage) costs to Outstanding.
- 10.3. Transport costs shall be borne by Customer as of Delivery.
- 10.4. Customer is responsible for all customs formalities and also bears the costs thereof.
- 10.5. Outstanding shall at all times be entitled to deliver the Goods in parts.
- 11. Permission**
- 11.1. If the placement of Goods requires permission from a third party (municipality or otherwise), the Customer shall ensure that it obtains such permission in good time. If necessary, he shall notify Outstanding in writing of the permission.
- 11.2. Failure to obtain the required permission(s) shall be entirely at the Customer's risk.
- 12. Location**
- 12.1. Customer shall determine the place where the Goods will be erected. Further to the provisions of Article 5.6 of these Terms and Conditions, Customer shall examine whether and guarantee that the Goods can be erected at the place of erection safely and without damage to other people's property and/or infringement of other people's rights. Provisions, necessary for this purpose, shall be made by Customer and shall be entirely at its expense.
- 12.2. The terrain on which the purchased item is to be placed must be horizontal and levelled. Outstanding may require the Customer to designate another location, if the location designated by the Customer appears to Outstanding in advance to be unsuitable and/or unsafe and/or not without risk of damage. Failure by Outstanding to exercise this authority cannot be invoked by the Customer against Outstanding.
- 12.3. When placing the Goods, and in particular fixing them, Outstanding assumes that the underlying soil is suitable to suffice with standard hardwood frame picket stakes. Customer shall make its own prior investigation into the (suitability and/or hardness of the) soil. If the ground is not suitable to suffice with the aforementioned picket stakes, longer foundation piles must be used, which can be supplied and installed by Outstanding at an additional cost. Any unexpected subsidence of the Goods shall be entirely at the risk of the Customer. Outstanding shall not be liable for this in any way whatsoever.
- 12.4. The Customer warrants that on the day agreed with Outstanding for the delivery and/or assembly of the Goods, the site in question is completely free and cleared, and can be easily accessed by (among others) heavy truck traffic, so that Outstanding can carry out its work undisturbed and without delay.
- 12.5. Customer also confirms to the further provisions set out in the construction data sheet.
- 13. Defects, investigations and complaints**
- 13.1. Immediately after Delivery or installation by Outstanding, the Customer shall carefully inspect the Goods for any defects and deficiencies and report any defects and/or deficiencies to Outstanding in writing without delay, at the latest within 2 days after Delivery or installation, at the risk of forfeiting the right to invoke these defects and/or deficiencies.

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- 13.2. Defects that could not have been discovered upon close inspection after Delivery or after installation by Outstanding respectively, but are discovered afterwards, must be reported orally with written confirmation to Outstanding within 8 days after discovery, and at the latest within 12 months after Delivery or installation respectively, on penalty of forfeiture of the right to invoke them.
- 13.3. After commissioning of the Goods, the risk of defects passes entirely to Customer. In any case, Outstanding is not responsible for any defects from that moment onwards.
- 13.4. Timely reported defects and deficiencies will be undone by Outstanding by supplement, repair, replacement or by reasonable financial compensation, at Outstanding's discretion.
- 13.5. Complaints against invoices should be submitted in writing to Outstanding within 8 days.
- 13.6. Any complaints, of whatever nature, shall not entitle Customer to suspension.
- 13.7. The effect of the wood used or processed by Outstanding shall never be regarded as a defect or shortcoming, as wood is to be regarded as a natural product and is therefore subject to expansion, shrinkage, splitting, cracking, warping, discolouration, resin leakage, etc.
- 13.8. The Goods delivered by Outstanding may deviate from the description in the Agreement if and to the extent of minor size or colour differences or minor changes. This shall not constitute a defect or shortcoming.
- 14. Insurance**
- 14.1. Customer undertakes to comprehensively insure the Goods delivered under retention of title and to keep them insured against theft, loss, burglary, fire, storm damage and vandalism until it has fulfilled all its obligations under the Agreement.
- 14.2. Upon first request, the Customer shall provide Outstanding with the policy/policies and/or proof of premium payment for inspection and declares that Outstanding is authorised to request a copy of the policy directly from the insurer. Customer shall ensure, if necessary by means of a deed of assignment, that Outstanding is exclusively the party entitled to the claims payments and is also authorised to exercise other rights and powers under the insurance agreement.
- 14.3. Customer is obliged to pay the missing amount to Outstanding in situations where the damage payments do not cover the full damage in accordance with Outstanding's accounts.
- 15. Damage and theft**
- 15.1. Until Customer has fulfilled all its obligations under the Agreement, it shall be obliged in the event of theft or damage occurring to or caused by the Goods to notify:
- its insurer immediately as per the policy guidelines;
 - Outstanding immediately by telephone and then also in writing within 48 hours.
- 15.2. In case of theft, loss, vandalism and (attempted) burglary, Customer must at all times have official reports and/or police reports drawn up and submit them to Outstanding within 2 working days.
- Customer is liable for the consequences of late or incomplete action.
- 15.3. Customer is obliged to strictly follow Outstanding's instructions for repairing the damage.
- 15.4. To the extent damage is not compensated by Customer's insurance, it shall be at Customer's expense.
- 15.5. The definitive loss by theft or misappropriation of the Goods, or in the event of such damage that in the opinion of insurers or Outstanding repair is not economically or technically possible, shall terminate the Agreement in respect of the part definitively lost and for which Customer has fulfilled all its obligations under the Agreement(s).
- 16. Customer default, suspension and set-off**
- 16.1. If, in Outstanding's opinion, the Customer fails to comply with its obligations under the Agreement, Outstanding shall be entitled to suspend its obligations, without prejudice to the right to terminate one or more Agreements as provided for in Article 20 of the Terms and Conditions and without prejudice to Outstanding's right to claim full compensation from the Customer and to enforce all rights to which Outstanding is entitled under the law or the Agreement in the event of the Customer's failure to comply.
- 16.2. In such cases, the Customer undertakes to cooperate fully with Outstanding's take-back of the Goods without further conditions.
- 17. Seizure and third-party measures**
- 17.1. If third parties wish to assert rights or take measures with regard to the Goods, Customer shall:
- Inform Outstanding as soon as can reasonably be expected;
 - immediately make it clear to these third parties that these third parties are not authorised to do so and that Outstanding, rather than the Customer, is the owner of the Goods.
- 17.2. Should the Goods fall out of the Customer's control, the Customer shall immediately notify Outstanding by telephone and in writing and, if necessary, take its own measures.
- 17.3. Outstanding may take the measures deemed necessary for the protection of its rights itself. Customer hereby authorises Outstanding to take these measures, including the removal of the Goods, possibly in its name. The costs of the measures to be taken shall be borne by the Customer.
- 17.4. In case of attachment, (provisional) suspension of payment or bankruptcy of Customer, Customer shall immediately inform the bailiff, administrator or receiver of Outstanding's (ownership) rights.
- 18. Dissolution and cancellation by Customer**
- 18.1. If Customer wishes to terminate all or part of the Agreement, this must be done in writing by registered letter.
- 18.2. If the Agreement is terminated by the Customer, Outstanding is entitled to compensation on account of lost profits, unless facts and circumstances underlying the termination are attributable to Outstanding. In addition, the

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- Customer shall then be obliged to pay the invoices for Goods delivered up to that time.
- 18.3. Customer is not entitled to suspend.
- 18.4. Outstanding applies a fixed graduated scale of costs for Goods from its standard range as a result of cancellation of the Agreement by the Customer. Depending on the moment of cancellation, Outstanding will charge the Customer the following cancellation costs which the Customer owes Outstanding:
- For cancellation up to 8 weeks before the intended Delivery, 30% of the total order value;
 - For cancellation up to 6 weeks before the intended Delivery 40% of the total order value;
 - For cancellation up to 4 weeks before the intended Delivery, 50% of the total order value;
 - For cancellation up to 2 weeks before the intended Delivery 60% of the total order value;
 - For cancellation within 2 weeks before the intended Delivery 100% of the total order value.
- 18.5. An Agreement for Goods not being Goods from Outstanding's standard range, but Goods specially manufactured according to Customer's requirements, cannot be cancelled by Customer.

19. Dissolution and suspension by Outstanding

- 19.1. Outstanding is authorised to suspend the fulfilment of its obligations or dissolve the Agreement if:
- Customer does not fulfil or does not fully fulfil its obligations under the Agreement;
 - after the conclusion of the Agreement Outstanding learns of circumstances giving good reason to fear that Customer will not fulfil its obligations under the Agreement;
 - Customer was requested to provide security for the fulfilment of its obligations under the Agreement when the Agreement was concluded and such security is not provided or, at Outstanding's discretion, is insufficient;
 - if circumstances arise of such a nature that fulfilment of the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness;
 - in the event of bankruptcy, suspension of payments, complete or partial closure of business or company, liquidation, transfer, death, in the event of receivership or if the Statutory Debt Rescheduling Scheme for Natural Persons becomes or is declared applicable to Customer and furthermore in the event that Customer's Goods are seized on a conservatory or executory basis.
- 19.2. If the Agreement is rescinded:
- the claims of Outstanding against the Customer shall be immediately due and payable. If Outstanding suspends fulfilment of its obligations, it shall retain its claims under the law and the Agreement;
 - Customer undertakes without further conditions to cooperate fully with Outstanding's take-back of the Goods;
 - Outstanding is not liable for the consequences.
- 19.3. Outstanding retains the right to claim damages at all times.

20. Liability

- 20.1. Outstanding shall in no way be liable for any direct or indirect or material or immaterial damage suffered by the Customer or third parties, and shall therefore never be obliged to compensate such damage, which is related to a failure by Outstanding or persons engaged by it in the performance of the Agreement, including transport.
- 20.2. Specifically also excluded is Outstanding's liability for any damage resulting from calamities in the broadest sense of the word, such as severe or unusual weather conditions, as well as collapse of the Goods or damage thereto due to circumstances for which Outstanding is not to blame.
- 20.3. In any event, Outstanding shall never be liable for compensation for trading losses or loss of earnings.
- 20.4. The provisions in paragraphs 1 to 3 of this article do not apply if the damage was caused by Outstanding's intent or gross negligence. If Outstanding should nevertheless be liable, the damage is limited to the amount paid out by its insurer in the relevant case and, if no insurance applies or no payment is made, the liability is at all times limited to direct damage and to a maximum of EUR 10,000.- per Agreement.
- 20.5. Customer shall indemnify Outstanding and hold Outstanding harmless in advance for all damages and legal claims of third parties.
- 20.6. On penalty of forfeiture, any damage must be reported to Outstanding in writing within 14 calendar days of discovery and all further cooperation must be given to Outstanding at its request in its investigation into the nature, cause and extent of the damage.
- 20.7. Legal claims in respect of damages shall lapse if no legal action is taken in respect thereof within 6 months from the date of damage or discovery thereof, respectively.

21. Warranty

- 21.1. Outstanding provides the following warranty:
- A 5-year warranty on the canvas of the glamping tent. Any manufacturing defect that come to light during this period are covered by this warranty. This warranty does not cover damage from and by algae and mold formation;
 - A 15-year warranty on parts with full hot-dip galvanizing. This includes protection against corrosion and material defects;
 - A 2-year warranty on white goods. Any defects that occur within this period are covered by this warranty, provided the appliances have been used, installed, and maintained according to the manufacturer's instructions;
 - A 2-year warranty on interior components (excluding cushions), which includes furniture and other interior components, covering manufacturing defect during this period;
 - A 5-year warranty on wooden structures including the roof, protection against structural defects and wood degradation.
- 21.2. The warranty period starts after Delivery or, if applicable, after installation of the Goods. After expiry of the warranty period, Outstanding shall no

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- longer be liable for defects in the Goods it has delivered.
- 21.3. No warranty claims exist:
- for parts subject to wear and tear, including but not limited to zippers, straps, elastic bands, ratchets and fasteners. With regard to such wear and tear parts, Outstanding will assess whether a warranty is provided on a case-by-case basis and without obligation until no later than 1 year after Delivery or, if applicable, after installation of the Goods;
 - in the event of damage resulting from winds of force 9 or higher on the Beaufort scale;
 - if there is damage as a result of excessive load on the roof, it being expressly understood that Goods must be kept completely free of snow at all times;
 - if there is damage due to subsidence or instability of the subsoil;
 - for second-hand Goods;
 - in case of improper use or failure to observe the maintenance and safety instructions;
 - if Customer has placed or caused to be placed the Goods itself (incorrectly);
 - if Customer performs work on the delivered goods himself or has it performed;
 - if Customer has used the delivered goods carelessly and imprudently;
 - as long as Customer has not fulfilled all its obligations under the Agreement;
 - if Customer removes from the Goods names and/or brand markings applied by Outstanding and/or applies the name of another brand to the Goods;
 - if the defect was caused by circumstances beyond the will or control of Outstanding;
 - if Customer does not allow Outstanding to investigate (or have investigated) the warranty request;
 - as regards the provisions of Article 13 of these Conditions, if the complaint or defect has not been reported in time.
- 21.4. If Outstanding fulfils any warranty obligation, Outstanding shall be free to choose whether to repair, replace or indemnify. Customer shall in that case have no further claims against Outstanding.
- 21.5. If the Goods offered for repair or restoration are found not to be defective, all costs incurred shall be borne by Customer.
- 22. 100% Satisfaction Guarantee by Outstanding**
- 22.1. If the Customer is not satisfied, Outstanding will refund the Customer's investment, provided the following conditions are met:
- a) There must be a significant deficiency in the product. The Customer must accept repairs, interventions, or alternative solutions from Outstanding and provide the opportunity to rectify any deficiencies before claiming this guarantee.
 - b) The guarantee is only valid if Outstanding was also responsible for the assembly of the products.
 - c) The right to claim this guarantee expires two months after the delivery date.
 - d) Actual refund of the investment will only be made after the products are returned to the ownership of Outstanding.
 - e) This guarantee applies to physical products and the associated investment. Costs related to services, such as transport and assembly, are outside the scope of this guarantee.
 - f) The assessment of dissatisfaction will be conducted reasonably and fairly, with Outstanding retaining the right to objectively evaluate the situation and decide whether the claim falls within the warranty conditions.
 - g) If the value of the product has depreciated due to use, Outstanding reserves the right to deduct this depreciation from the refund.
- 23. Force majeure**
- 23.1. Parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that is not attributable to fault, and for which they are not responsible by virtue of the law, a legal act or generally accepted practice.
- 23.2. In these Terms and Terms and Conditions, force majeure means, in addition to its definition in the law and case law, all external causes, foreseen or unforeseen, which Outstanding cannot directly influence, but which prevent Outstanding from fulfilling its obligations. This includes strikes at Outstanding's company, but also: war, riots and hostilities of any kind, blockade, boycott, natural disasters, extreme weather conditions, epidemics, pandemics, outbreaks (examples: COVID, SARS, Avian Flu, Q-Fever, Mad Cow Disease), lack of raw materials, prevention and interruption of transport possibilities, import and export restrictions or bans, impediments caused by measures, laws or decisions of international, national and regional (governmental) bodies.
- 23.3. Outstanding shall be entitled to invoke force majeure if the circumstance preventing (further) fulfilment occurs after Outstanding should have fulfilled its obligations.
- 23.4. Outstanding is entitled to suspend its obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, Outstanding shall be entitled to dissolve the Agreement, without any obligation of damages to Customer.
- 23.5. Insofar Outstanding has already partially fulfilled its obligations under the Agreement at the time of the commencement of the force majeure or will fulfil them and the part fulfilled or to be fulfilled respectively has independent value, Outstanding is entitled to separately invoice the part already fulfilled or to be fulfilled respectively. The Customer is obliged to pay this invoice as if it were a separate Agreement.
- 24. Intellectual property and copyright**
- 24.1. Notwithstanding the provisions of these Terms and Conditions, Outstanding reserves the intellectual and industrial property rights and powers vested in Outstanding by law.
- 24.2. All documents provided by Outstanding, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are exclusively intended to be used by the Customer and may not be

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reproduced, disclosed or brought to the notice of third parties by it without Outstanding's prior written consent, unless the nature of the documents provided dictates otherwise.

- 24.3. Outstanding reserves the right to use the knowledge gained through the execution of the Agreement and work resulting therefrom for other purposes, as long as no confidential information is disclosed to third parties.
- 24.4. Customer is not allowed to change any brand recognition marks affixed to the delivered Goods or any indication regarding property rights or brands or to change or imitate the Goods in any part thereof.
- 24.5. If the provisions of this article are violated by the Customer, the Customer shall forfeit, without any notice of default being required, a penalty for Outstanding in the amount of EUR 50,000.- for each violation, without prejudice to Outstanding's right to claim full compensation instead. The penalty shall be increased by EUR 5,000.- for each day that the breach continues.

25. Personal Data Protection Act

- 25.1. Outstanding processes any personal data of Customer in accordance with the privacy statement, as found on Outstanding's website.

26. Confidentiality

- 26.1. Parties are obliged to keep confidential all information received from each other in the context of the Agreement, unless they are legally obliged to disclose information to third parties.
- 26.2. If the provisions of this article are violated by the Customer, the Customer shall forfeit, without any notice of default being required, a penalty for Outstanding in the amount of EUR 50,000.- for each violation, without prejudice to Outstanding's right to claim full compensation instead. The penalty shall be increased by EUR 5,000.- for each day that the breach continues.

27. Joint and several liability

- 27.1. In case of more than one Customer, they are each jointly and severally liable to Outstanding for all amounts due under or in connection with the Agreement. Any legal successors are also jointly and severally liable.

28. Applicable law

- 28.1. The legal relationship between Outstanding and Customer is exclusively governed by Dutch law.
- 28.2. Applicability of the 1980 Vienna Sales Convention is excluded.
- 28.3. All disputes will be adjudicated by the District Court of Gelderland, location Arnhem (cantonal or civil), without prejudice to Outstanding's right to submit a dispute to the District Court that has jurisdiction by law.
- 28.4. If Customer is established outside the EU, or in a country where no recognition or enforcement treaty or regulation applies, Parties hereby agree that they may also submit their dispute to the Netherlands Arbitration Institute, in accordance

with the most recent regulations (www.nai-nl.org). Only one arbitrator will be appointed and the proceedings will be conducted in the English language. Location of the hearings will be Amsterdam.

29. Application and language of general terms and conditions

- 29.1. The version of the Terms and Conditions as in force at the time of the conclusion of the legal relationship with Outstanding shall always apply.
- 29.2. The Dutch text of the Terms and Conditions is always decisive for its interpretation. If a translation differs in any way, the Dutch text shall prevail.