GENERAL TERMS AND CONDITIONS OF SALE

1. Definitions

In these general terms and conditions of sale ("Terms and Conditions"), the following terms have the meanings set out below, unless expressly stated otherwise:

Offer
Any offer made by Outstanding to the Customer, including quotations, information in any attached appendices, prices and other conditions.

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

Customer
Any client, legal entity or natural person, or a number of persons acting jointly, whether or not legal entities, who concludes an Agreement with Outstanding or instructs Outstanding to perform work.

Delivery
The placing of one or more Goods in the possession or control of the Customer, respectively, and any installation/assembly of these Goods.

Outstanding
Outstanding B.V., having its registered office in Barneveld, the Netherlands, with its business address at Marchandweg 45, 3771 MN Barneveld, registered in the Trade Register of the Netherlands Chamber of Commerce under number 61537594, also trading under the names Outstanding, The New Way of Camping and Outstanding, and its affiliated companies, user of these Terms and Conditions.

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

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

Parties
Outstanding and the Customer jointly.

2. Applicability

2.1. These Terms and Conditions apply to and form part of every Offer, every obligation however named, and the Agreement between Outstanding and the Customer.
2.2. The applicability of any general and/or other terms and conditions of the Customer is expressly rejected.
2.3. Deviations from these Terms and Conditions are only valid if they have been agreed between Outstanding and the Customer in writing, validly and expressly.
2.4. Failure by Outstanding to require strict compliance with these Terms and Conditions does not constitute a waiver of these Terms and Conditions and does not affect their validity.
2.5. If and as soon as it has been established that one or more provisions of these Terms and Conditions are invalid, null and void or have been validly annulled, the remaining 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 in purpose and scope to the invalid, void or annulled provisions.
2.6. In the event of any conflict and/or ambiguity in interpretation between these Terms and Conditions and the Agreement, the provisions of the Agreement shall prevail.
2.7. These Terms and Conditions also apply to all Agreements with Outstanding for the performance of which third parties must be engaged.
2.8. Outstanding is entitled to amend these Terms and Conditions unilaterally. It shall notify the Customer of such amendment in writing at least three months before it takes effect.

3. Offers and conclusion of the Agreement

3.1. All Offers made by Outstanding to the Customer are without obligation, unless expressly stated otherwise in the Offer. They are valid for 14 days, unless stated otherwise.
3.2. If an Offer from Outstanding contains an obvious error or mistake, or is based on incorrect or incomplete information provided by the Customer, the Customer cannot derive any rights from it.
3.3. An Offer lapses if the Goods to which the Offer relates are no longer available in the meantime, without Outstanding being liable for any compensation. A mere notification by Outstanding suffices in this respect.
3.4. The Customer is not permitted 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 permitted to transfer the rights and obligations under the Agreement to a third party without the prior written consent of Outstanding.
3.6. Images, specifications, models or samples shown by Outstanding are indicative, so the Customer cannot derive any rights from them, unless the Parties have agreed otherwise in writing. This also applies to other printed matter and the website of Outstanding.
3.7. If the Agreement is not awarded to Outstanding, Outstanding is entitled to charge the Customer all costs that Outstanding has had to incur in preparing the Offer.
3.8. Offers do not automatically apply to future orders.

4. Agreements

4.1. An Agreement only becomes binding upon written acceptance in a confirmation of the Agreement signed by Outstanding, or when Outstanding commences performance of the Agreement.
4.2. Outstanding reserves the right, without giving reasons, not to accept an Agreement, or to accept it only on condition that the Agreement is first confirmed in writing by the Customer and/or that the work by Outstanding will only commence after advance payment.
4.3. The Customer is required to make an advance payment of 50% of the value of the Agreement, failing which Outstanding is not obliged to perform the Agreement. Outstanding may also demand advance payment during the performance of the work, failing which Outstanding has the right to suspend its obligations.

5. Performance of the 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 to be necessary, are provided to Outstanding in good time. If the data required for the performance of the Agreement have not been provided to Outstanding in good time, Outstanding has the right to suspend the performance of the Agreement and/or to charge the Customer the additional costs resulting from the delay at its usual rates.

5.2. Outstanding is not liable for damage of any kind arising because Outstanding relied on incorrect and/or incomplete data and information provided by the Customer.

5.3. If, during the performance of the Agreement, it becomes apparent that it is necessary to amend or extend the Agreement for its proper performance, the Agreement shall be amended or extended at Outstanding's first request. The Customer agrees in advance that an amendment or extension of the Agreement may lead to an adjustment of the agreed price and the agreed period for performance of the Agreement.

5.4. Outstanding is entitled to perform the Agreement in several phases and to invoice each part so performed separately. In that case, Outstanding has the right to suspend the performance 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 the Customer's request, Outstanding shall install the Goods or make them ready for use at the agreed rates.

5.6. Outstanding is not responsible for investigating the presence and location of obstacles, cables, pipes and other obstructions and risks, whether underground or not, and it shall never be liable for any damage resulting therefrom. Where applicable, the Customer shall itself notify the Netherlands Cadastre (Kadaster) or the competent local authority of the excavation work. The Customer indemnifies Outstanding in advance against all damage that may result from hitting or damaging (underground) obstacles in the broadest sense of the word.

5.7. Outstanding has the right to have the Agreement performed (in part) by third parties.

5.8. Outstanding is permitted to transfer its rights and/or obligations under the Agreement to third parties.

6. Term of the Agreement and period of performance

6.1. The Agreement between Outstanding and the 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/completion/performance) periods included in the Agreement are indicative and for information purposes only and shall never be deemed strict deadlines, unless the Parties have agreed otherwise in writing. If any period is exceeded, the Customer is not entitled to any compensation.

7. Prices

7.1. All prices quoted by or on behalf of Outstanding are in euros, exclusive of value added tax (VAT) and other levies imposed by the government, unless expressly stated otherwise, and exclusive of any costs to be incurred in connection with the Agreement, including travel, accommodation, transport, shipping and administration costs, unless stated otherwise.

7.2. The prices apply only to the Goods specifically mentioned in the Agreement. All Goods supplied by Outstanding in addition thereto will be charged separately at the prices applicable on the day of Delivery or service provision.

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 security charges, energy costs and the like.

7.4. If, during a period between the date of the Offer or Agreement and the date of Delivery, one or more of the circumstances referred to in paragraph 3 of this article change by a percentage of more than 3%, Outstanding is entitled to increase the agreed price by the same percentage.

7.5. The costs of packaging and transport are not included in the price and are borne by the Customer.

7.6. The implementation of price changes pursuant to this article does not entitle the Customer to terminate or dissolve an Agreement prematurely.

8. Payment

8.1. All invoices shall be paid by the Customer in accordance with the payment terms agreed and stated on the invoice, and in a manner to be indicated by Outstanding. In the absence of such terms, the Customer must pay immediately upon invoicing, but no later than 14 days after the date of the invoice concerned.

8.2. All payments must be made without discount, set-off or suspension.

8.3. In the event of late payment of any amount, the Customer is in default by operation of law without any prior notice of default being required. The 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 applies, with a minimum of EUR 250 per related arrear. Part of a month is counted as a full month.

8.4. With regard to a Customer, other than a natural person not acting in the course of a profession or business, and by way of derogation from Article 6:96(4) of the Dutch Civil Code, all collection costs shall be borne by the Customer, who shall owe extrajudicial collection costs amounting to 15% of the amount still due, with a minimum of EUR 350. If the actual costs are higher, the actual costs shall apply as the extrajudicial costs due. The mere engagement of a third party by the user gives rise to the obligation to pay these costs.

8.5. Payments made by the Customer shall always be applied first to all interest and costs due, and secondly to the due and payable invoices that have been outstanding the longest.

8.6. The fact that a payment may be made via third parties – regardless of whether this occurs with Outstanding's knowledge – in no way releases the Customer from its contractual liability for the obligations arising from the Agreement.

8.7. In the event of liquidation, bankruptcy, attachment or suspension of payments of the Customer, Outstanding's claims against the Customer shall become immediately due and payable.

9. Retention of title and security

9.1. Outstanding remains the owner of the Goods delivered under the Agreement until the Customer has fulfilled all its obligations under the Agreement(s), including interest and costs.

9.2. Until the Customer has fulfilled all its obligations under the Agreement(s), the Customer is required to take care of the Goods with due diligence and:

- the Customer is prohibited from alienating, renting out, pledging or otherwise encumbering the Goods, or from transferring rights or obligations arising from the Agreement to third parties;
- the 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 designated by Outstanding, in all cases in which Outstanding wishes to exercise its retention of title, to enter all places where Outstanding's property is or may be located and to remove those Goods from there.

9.3. For the purpose of assessing the Customer's creditworthiness, the Customer must, at Outstanding's first request, provide recent annual accounts that comply with the statutory requirements. Upon request, the Customer must also provide additional information and documentation regarding its financial position at Outstanding's first request.

9.4. Upon request, the Customer is obliged, at Outstanding's first request, to provide sufficient security for the fulfilment of its existing and future obligations towards Outstanding, arising both from the existing Agreement and from new Agreements or agreements of any kind. If, in Outstanding's opinion, security provided has become insufficient, 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, Delivery of Goods takes place on the basis of EXW – Ex Works (Incoterms® applicable at the time the Agreement is concluded) from the warehouse of Outstanding or its supplier. From that moment, the risk passes to the Customer, regardless of the actual place of Delivery.

10.2. The Customer is obliged to take delivery of the Goods at the agreed time. If the Customer fails to do so, or if there is a Postponement as referred to in Article 18A, Outstanding shall store the Goods at the Customer's expense and risk. In that case, from the original delivery date, the Customer shall owe a storage fee of EUR 5 per m² per week, excluding VAT, calculated on the floor space occupied by the Goods in the warehouse of Outstanding or of a third party engaged by it, as determined by Outstanding. A week that has commenced counts as a full week. Costs of additional loading, unloading, packaging and transport will be charged separately.

10.3. Transport costs are for the account of the Customer from the time of Delivery.

10.4. The Customer is responsible for all customs formalities and also bears the costs thereof.

10.5. Outstanding is entitled at all times to deliver the Goods in instalments.

11. Permits

11.1. If the consent of a third party (municipality or otherwise) is required for the placement of Goods, the Customer shall ensure that such consent is obtained in good time. If necessary, the Customer shall provide Outstanding with written evidence of the consent.

11.2. Failure to obtain the required consent(s) is entirely at the Customer's risk.

12. Location

12.1. The Customer determines the place where the Goods are to be erected. In addition to the provisions of Article 5.6 of these Terms and Conditions, the Customer shall investigate and guarantees that the Goods can be erected at the place of erection safely and without damage to the property of others and/or infringement of the rights of others. Any facilities required for this purpose shall be provided by the Customer and shall be entirely at its expense.

12.2. The site on which the purchased items are 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 free from risk of damage. The Customer cannot invoke against Outstanding the fact that Outstanding did not exercise this power.

12.3. When placing the Goods, and in particular when anchoring them, Outstanding assumes that the underlying ground is suitable for the use of standard hardwood frame stakes. The Customer must investigate the (suitability and hardness of the) ground itself in advance. If the ground is not suitable for the aforementioned stakes, anchoring must be done with longer foundation piles, which can be supplied and installed by Outstanding at an additional charge. Any unexpected subsidence of the Goods is entirely at the Customer's risk. Outstanding is in no way liable for this.

12.4. The Customer guarantees that on the day agreed with Outstanding for the delivery and/or assembly of the Goods, the site concerned is completely free and cleared and is easily accessible for (among other things) heavy goods vehicles, so that Outstanding can carry out its work undisturbed and without delay.

12.5. The Customer also complies with the further provisions included in the assembly information sheet.

13. Defects, inspection and complaints

13.1. Immediately after Delivery or after installation by Outstanding, the Customer shall carefully inspect the Goods for any shortages and defects and shall notify Outstanding in writing of any shortages and/or defects found without delay, or at the latest within 2 days of Delivery or completion, failing which the right to invoke them shall lapse.

13.2. Defects that could not have been discovered during a careful inspection after Delivery or after installation by Outstanding but are discovered later must be reported to Outstanding orally with written confirmation within 8 days of discovery, and at the latest within 12 months of Delivery or installation, failing which the right to invoke them shall lapse.
13.3. Once the Goods have been put into use, the risk of defects passes entirely to the Customer. From that moment, Outstanding is in any event no longer responsible for any defects.
13.4. Shortages and defects reported in good time shall be remedied by Outstanding by supplementing, repairing, replacing or by reasonable financial compensation, at Outstanding's discretion.
13.5. Complaints about invoices must be submitted to Outstanding in writing within 8 days.
13.6. Complaints of any kind do not entitle the Customer to suspend its obligations.
13.7. The natural movement of the wood used or processed by Outstanding shall never be regarded as a defect or shortcoming, since wood is a natural product and is therefore subject to expansion, shrinkage, splitting, cracking, warping, discolouration, resin bleeding, etc.
13.8. The Goods delivered by Outstanding may deviate from the description in the Agreement if and insofar as this concerns minor differences in size or colour or minor changes. This does not constitute a defect or shortcoming.

14. Insurance

14.1. The Customer undertakes to fully 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. At Outstanding's first request, the Customer shall make the insurance policy(ies) and/or proof of premium payment available for inspection and declares that Outstanding is authorised to request a copy of the policy directly from the insurer. The Customer shall ensure, if necessary by means of a deed of assignment, that Outstanding is exclusively entitled to the insurance proceeds and is also authorised to exercise other rights and powers under the insurance contract.
14.3. The Customer is required to pay Outstanding the shortfall in situations where the insurance proceeds do not cover the full loss according to Outstanding's accounts.

15. Damage and theft

15.1. Until the Customer has fulfilled all its obligations under the Agreement, in the event of theft of or damage to or caused by the Goods, it is obliged to:
- notify its insurer immediately in accordance with the guidelines of the policy;
- notify Outstanding immediately by telephone and subsequently also in writing within 48 hours.

15.2. In the event of theft, loss, vandalism and (attempted) burglary, the Customer must always have an official report and/or police report drawn up and submit it to Outstanding within 2 working days. The Customer is liable for the consequences of late or incomplete action.
15.3. The Customer is obliged to follow Outstanding's instructions strictly for the repair of the damage.
15.4. To the extent that damage is not covered by the Customer's insurance, it shall be borne by the Customer.
15.5. The definitive loss of the Goods through theft or embezzlement, or in the event of such damage that, in the opinion of the insurers or Outstanding, repair is not economically or technically possible, terminates the Agreement for the part that has been definitively lost and for which the 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 fulfil its obligations under the Agreement, Outstanding is entitled to suspend its obligations, without prejudice to the right to terminate one or more Agreements as provided in Article 19 of the Terms and Conditions, and without prejudice to Outstanding's right to claim full compensation from the Customer and to exercise all rights to which Outstanding is entitled by law or under the Agreement in the event of default by the Customer.
16.2. In such cases, the Customer undertakes, without further conditions, to cooperate fully with the repossession of the Goods by Outstanding.

17. Attachment and measures by third parties

17.1. If third parties wish to assert rights in respect of the Goods or take measures, the Customer shall:
- inform Outstanding thereof as soon as can reasonably be expected;
- immediately make it clear to these third parties that they are not entitled to do so and that Outstanding, not the Customer, is the owner of the Goods.

17.2. If the Goods should leave the Customer's control, the Customer shall immediately notify Outstanding thereof by telephone and in writing and, if necessary, take measures itself.
17.3. Outstanding may itself take the measures it deems necessary to protect its rights. The Customer hereby authorises Outstanding to take these measures, including the removal of the Goods, if necessary in the Customer's name. The costs of the measures to be taken shall be borne by the Customer.
17.4. In the event of attachment, (provisional) suspension of payments or bankruptcy of the Customer, the Customer shall immediately inform the bailiff, the administrator or the trustee of the (ownership) rights of Outstanding.

18. Dissolution and cancellation by the Customer

18.1. If the Customer wishes to dissolve the Agreement in whole or in part, this must be done in writing by registered letter.
18.2. If the Agreement is dissolved by the Customer, Outstanding is entitled to compensation for the profits lost as a result, unless the termination is based on facts and circumstances attributable to Outstanding. Furthermore, the client is then obliged to pay the invoices for Goods delivered up to that time.

18.3. The Customer is not entitled to suspend its obligations.

18.4. For Goods from its standard range, Outstanding applies a fixed scale of costs resulting from cancellation of the Agreement by the Customer. Depending on the time of cancellation, Outstanding shall charge the Customer the following cancellation costs, which the Customer owes to Outstanding:

- In the event of cancellation up to 8 weeks before the intended Delivery: 30% of the total order value;
- In the event of cancellation up to 6 weeks before the intended Delivery: 40% of the total order value;
- In the event of cancellation up to 4 weeks before the intended Delivery: 50% of the total order value;
- In the event of cancellation up to 2 weeks before the intended Delivery: 60% of the total order value;
- In the event of cancellation within 2 weeks before the intended Delivery: 100% of the total order value.

18.5. An Agreement for Goods that are not Goods from Outstanding's standard range, but Goods manufactured specifically to the Customer's requirements, cannot be cancelled by the Customer.

18A. Postponement by the Customer

18A.1 A postponement ("Postponement") occurs if the Delivery and/or assembly does not take place on the date agreed or confirmed by Outstanding. This applies both where the Customer requests a rescheduling and where the Delivery and/or assembly cannot be carried out, or cannot be carried out in full, due to a cause within the Customer's sphere of risk.

18A.2 A cause lies within the Customer's sphere of risk if it is not attributable to Outstanding, regardless of whether the Customer can be blamed for it. This includes in any event, but is not limited to:

a. the absence of, or failure to obtain in time, a permit, exemption, notification or other consent as referred to in Article 11. The same applies to its withdrawal or suspension and to any objection or appeal against it;
b. infrastructure and facilities not being ready (in time), such as utilities (water, electricity, sewerage), access roads, paving, foundations or the preparation of the site for construction;
c. a site that is not free, cleared, levelled or accessible to vehicles (Article 12), or a location that proves to be unsuitable or unsafe;
d. failure to provide information, approvals or payments in time, including the advance payment under Article 4.3;
e. work by third parties engaged by the Customer that has not been completed (in time);
f. the Customer's financing not being secured, or not being secured in time;
g. changes to the Customer's project or schedule;
h. any other circumstance that, by law, under the Agreement or according to generally accepted views, is for the account of the Customer.

Circumstances as referred to in this paragraph do not constitute force majeure on the part of the Customer within the meaning of Article 23.

18A.3 The Customer shall notify Outstanding of a Postponement in writing as soon as possible; an e-mail suffices. The decisive moment is when Outstanding receives the notification. If it only becomes apparent upon arrival at the location that the Delivery and/or assembly cannot take place, this counts as a Postponement on the day of Delivery.

18A.4 If the Customer notifies the Postponement within 4 weeks before the intended Delivery, the Customer shall pay Outstanding the costs that Outstanding can no longer cancel or reschedule free of charge as a result of the Postponement. These include in any event the costs of:

a. the hired construction or assembly team, including travel and accommodation costs and waiting and idle hours;
b. hired equipment, such as cranes, telehandlers, excavators and generators, including delivery and collection;
c. scheduled transport, including the carrier's cancellation costs, waiting time and return freight;
d. other costs that Outstanding has incurred or will incur as a direct result of the Postponement and which it cannot reasonably prevent or limit.

18A.5 The costs under paragraph 4 will be invoiced separately in accordance with Article 8 and will not be set off against the order value. An advance payment will not be refunded in the event of Postponement.

18A.6 During the Postponement, Outstanding shall store the Goods at the Customer's expense and risk. For this, regardless of the time of notification, the Customer owes the storage fee and costs under Article 10.2, in addition to the costs under paragraph 4.

18A.7 The Parties shall agree on a new date in consultation. That date depends on Outstanding's availability, and the Customer is not entitled to any particular date. Article 6.2 continues to apply in full.

18A.8 If the Postponement is subsequently converted into a full or partial cancellation of the Agreement, Article 18 applies in full. Costs under paragraph 4 already paid by the Customer will then be deducted from the cancellation costs.

18A.9 This article is without prejudice to Outstanding's right to full compensation.

19. Dissolution and suspension by Outstanding

19.1. Outstanding is entitled to suspend the fulfilment of its obligations or to dissolve the Agreement if:

- the Customer fails to fulfil, or fails to fulfil in full, its obligations under the Agreement;
- after the conclusion of the Agreement, circumstances come to Outstanding's knowledge that give good reason to fear that the Customer will not fulfil its obligations under the Agreement;
- upon conclusion of the Agreement, the Customer was requested to provide security for the fulfilment of its obligations under the Agreement and this security is not provided or, in Outstanding's judgement, is insufficient;

- circumstances arise that are 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, full or partial cessation of business or operations, liquidation, transfer, death, guardianship, or if the Dutch statutory debt restructuring scheme for natural persons (WSNP) becomes or is declared applicable to the Customer, and furthermore if Goods of the Customer are subject to prejudgement or executory attachment.

19.2. If the Agreement is dissolved:
- Outstanding's claims against the Customer shall become immediately due and payable. If Outstanding suspends the fulfilment of its obligations, it retains its claims under the law and the Agreement;
- the Customer undertakes, without further conditions, to cooperate fully with the repossession of the Goods by Outstanding;
- Outstanding is not liable for the consequences.

19.3. Outstanding always retains the right to claim compensation.

20. Liability

20.1. Outstanding is in no way liable for any direct or indirect, material or immaterial damage suffered by the Customer or third parties, and is therefore never obliged to compensate such damage, that is related to a shortcoming by Outstanding or by persons engaged by it in the performance of the Agreement, including transport.

20.2. Specifically, Outstanding's liability is also excluded for any damage resulting from calamities in the broadest sense of the word, such as severe or unusual weather conditions, as well as the collapse of the Goods or damage to them due to circumstances for which Outstanding is not to blame.

20.3. Outstanding is in any event never obliged to compensate business losses or damage due to loss of income.

20.4. The provisions of paragraphs 1 to 3 of this article do not apply if the damage was caused by intent or gross negligence on the part of Outstanding. Should Outstanding nevertheless be liable, the damage is limited to the amount paid out by its insurer in the case concerned and, if no insurance applies or no payment is made, liability is at all times limited to direct damage and to a maximum of EUR 10,000 per Agreement.

20.5. The Customer indemnifies Outstanding and holds Outstanding harmless in advance against all damages and legal claims of third parties.

20.6. On pain of forfeiture, any damage must be reported to Outstanding in writing within 14 calendar days of discovery, and Outstanding must, at its request, be given full cooperation in its investigation into the nature, cause and extent of the damage.

20.7. Legal claims in respect of damage lapse if no legal action has been instituted within 6 months of the date of the damage or of the discovery of the damage.

21. Warranty

21.1. Outstanding provides a warranty of:

5 years on the canvas of the glamping tent. Any manufacturing defects that come to light during this period are covered by this warranty. This warranty does not cover damage from and due to algae and mould growth;
15 years on components that are fully hot-dip galvanised. This includes protection against corrosion and material defects;
2 years on white goods. Any defects occurring within this period are covered by this warranty, provided that the appliances have been used, installed and maintained in accordance with the manufacturer's instructions;
2 years on interior items (excluding cushions), which includes furniture and other interior components, with manufacturing defects being covered during this period;
5 years on the wooden structure including the roof; this warranty protects against structural defects and wood degradation.

21.2. The warranty period commences after Delivery or, where applicable, after placement of the Goods. After the warranty period has expired, Outstanding is no longer liable for shortcomings in the Goods it has delivered.

21.3. No warranty claim whatsoever exists:
- for parts subject to wear and tear, including but not limited to zips, straps, elastics, ratchets and fastenings. With regard to such wear parts, Outstanding will assess on a case-by-case basis and without obligation, up to a maximum of 1 year after Delivery or, where applicable, after placement of the Goods, whether a warranty will be granted;
- in the event of damage caused by wind of force 9 or higher on the Beaufort scale;
- in the event of damage caused by excessive loading of the roof, it being expressly stipulated that Goods must at all times be kept completely free of snow;
- in the event of damage caused by subsidence or instability of the subsoil;
- for second-hand Goods;
- in the event of improper use or failure to observe the maintenance and safety instructions;
- if the Customer has placed or had the Goods placed (incorrectly) itself;
- if the Customer itself performs or has performed work on the items delivered;
- if the Customer has used the items delivered carelessly or imprudently;
- as long as the Customer has not fulfilled all its obligations under the Agreement;
- if the Customer removes names and/or brand identification marks affixed by Outstanding from the Goods and/or affixes the name of another brand to the Goods;
- if the defect has been caused by circumstances beyond the will or control of Outstanding;
- if the Customer does not enable Outstanding to investigate (or have investigated) the warranty claim;
- with regard to the provisions of Article 13 of these Terms and Conditions, if the complaint or defect has not been reported in good time.

21.4. If Outstanding fulfils any warranty obligation, Outstanding is free to choose between repair, replacement or compensation. In that case, the Customer has no further claims against Outstanding.

21.5. If it turns out that the Goods offered for restoration or repair do not show any defects, all costs incurred shall be borne by the Customer.

22. Outstanding 100% satisfaction guarantee

22.1. If the Customer is not satisfied, Outstanding will refund the Customer's investment, provided that the following conditions are met:

a) There must be a material shortcoming in the product. The Customer must accept repairs, interventions or alternative solutions from Outstanding and give it the opportunity to remedy any shortcomings before a claim is made under this guarantee.
b) The guarantee is only valid if Outstanding was also responsible for the assembly of the products.
c) The right to claim under this guarantee lapses two months after the date of delivery or completion.
d) Actual refund of the investment will only be made after the products have become the property of Outstanding again.
e) This guarantee applies to physical products and the related investment. Costs relating to services, such as transport and assembly, fall outside the scope of this guarantee.
f) The dissatisfaction is assessed according to reasonableness and fairness, with Outstanding reserving the right to assess the situation objectively and to decide whether the claim falls within the guarantee conditions.
g) If the value of the product has decreased through use, Outstanding has the right to deduct this decrease in value from the refund.

23. Force majeure

23.1. The Parties are not obliged to fulfil any obligation if they are prevented from doing so as a result of a circumstance that is not due to fault and is not for their account by law, legal act or generally accepted views.

23.2. In these Terms and Conditions, force majeure means, in addition to what is understood by it in law and case law, all external causes, foreseen or unforeseen, over which Outstanding has no direct influence but as a result of which Outstanding is unable to fulfil its obligations. This includes strikes in 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 influenza, Q fever, mad cow disease), shortage of raw materials, obstruction and interruption of transport options, import and export restrictions or bans, and obstacles caused by measures, laws or decisions of international, national and regional (government) authorities.

23.3. Outstanding is also entitled to invoke force majeure if the circumstance preventing (further) fulfilment occurs after Outstanding should have fulfilled its obligations.

23.4. Outstanding has the right to suspend its obligations under the Agreement for as long as the force majeure continues. If this period lasts longer than two months, Outstanding is entitled to dissolve the Agreement without any obligation to compensate the Customer.

23.5. Insofar as Outstanding, at the time the force majeure occurs, has already partially fulfilled or will fulfil its obligations under the Agreement, and the part fulfilled or to be fulfilled has independent value, Outstanding is entitled to invoice the part already fulfilled or to be fulfilled separately. The Customer is obliged to pay this invoice as if it were a separate Agreement.

24. Intellectual property and copyright

24.1. Without prejudice to the provisions of these Terms and Conditions, Outstanding reserves the intellectual and industrial property rights and powers to which Outstanding is entitled by law.

24.2. All documents provided by Outstanding, such as reports, advice, agreements, designs, sketches, drawings, software, etc., are intended solely for use by the Customer and may not be reproduced, made public or disclosed to third parties by the Customer without the prior written consent of Outstanding, unless the nature of the documents provided dictates otherwise.

24.3. Outstanding retains the right to use the knowledge gained through the performance of the Agreement and the work arising from it for other purposes, insofar as no confidential information is disclosed to third parties in the process.

24.4. The Customer is not permitted to alter brand identification marks or any indication of property rights or trademarks affixed to the Goods delivered, or to alter or copy the Goods or any part thereof.

24.5. In the event of a breach of the provisions of this article by the Customer, the Customer shall, without any notice of default being required, forfeit a penalty of EUR 50,000 per breach for the benefit of Outstanding, without prejudice to Outstanding's right to claim full compensation instead. The penalty will be increased by EUR 5,000 for each day that the breach continues.

25. Protection of personal data

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

26. Confidentiality

26.1. The Parties are obliged to keep confidential all information they receive from each other in connection with the Agreement, unless they are legally obliged to disclose information to third parties.

26.2. In the event of a breach of the provisions of this article by the Customer, the Customer shall, without any notice of default being required, forfeit a penalty of EUR 50,000 per breach for the benefit of Outstanding, without prejudice to Outstanding's right to claim full compensation instead. The penalty will be increased by EUR 5,000 for each day that the breach continues.

27. Joint and several liability

27.1. If there is more than one Customer, each of them is jointly and severally liable towards Outstanding for everything owed 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 the Customer is governed exclusively by Dutch law.

28.2. The applicability of the 1980 Vienna Sales Convention (CISG) is excluded.

28.3. All disputes shall be adjudicated by the District Court of Gelderland, Arnhem location (sub-district or civil sector), without prejudice to Outstanding's right to bring a dispute before the court that has jurisdiction by law.

28.4. If the Customer is established outside the EU, or in a country where no recognition or enforcement treaty or regulation applies, the Parties hereby agree that they may also submit their dispute to the Netherlands Arbitration Institute, in accordance with its most recent rules (www.nai-nl.org). Only one arbitrator shall be appointed and the proceedings shall be conducted in the English language. The place of the hearings is Amsterdam.

29. Application and language of the general terms and conditions

29.1. The version of the Terms and Conditions applicable is always the version in force at the time the legal relationship with Outstanding was established.

29.2. The Dutch text of the Terms and Conditions is always decisive for their interpretation. If a translation deviates in any way, the Dutch text shall prevail.