

## GENERAL TERMS AND CONDITIONS INTERLINE SPORTSYSTEMEN B.V.

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### 1. Identity of user of general terms and conditions

- Interline Sportsystemen B.V.  
Acting under the name: Interline Sportsystemen B.V.  
Place of establishment & visiting address: De Hofstede 55 in (4033 BV) Lienden  
Telephone number: 0344-643525  
Availability: Monday to Friday from 08:30 o'clock to 17:00 o'clock  
Email: info@sportvloeren.nl  
CoC number: 11046489  
VAT identification number: NL8116.92.735.B.01

### 2. General

- These general terms and conditions are applicable to any and all Agreements, proposals and offers in pursuance of which Interline Sportsystemen commits to sell and deliver Products, to perform activities and/or to supply services to a (legal) person who commits to pay a price in cash for the same.
- The stipulations in these general terms and conditions were also made for the benefit of directors and employees of Interline Sportsystemen and potential other auxiliary persons involved in the implementation of the Agreement.
- Interline Sportsystemen is entitled to change these general terms and conditions. The other party is deemed to have accepted each and every change of these general terms and conditions if it did not inform Interline Sportsystemen of its objections In Writing within seven days after Written notification of the changes by Interline Sportsystemen.
- To the extent that the Agreement contains provisions that are at odds with these general terms and conditions, the provisions of the Agreement shall prevail.
- To the extent that these general terms and conditions were translated into a language other than the Dutch language, the Dutch text shall always be decisive in case of differences.

### 3. Definitions

**Services** is understood as the activities to be performed and/or the services to be supplied by Interline Sportsystemen;

**Delivery** is understood as the availability of the Product to the other party, regardless of the fact if the other party takes delivery of the Product at the moment of availability at the address as intended in article 7.1 of these general terms and conditions;

**Agreement** is understood as the Written sale and purchase agreement in pursuance of which Interline Sportsystemen commits to deliver a Product to the other party and the other party commits to pay a price in cash for the same and/or the Written agreement for the provision of services between Interline Sportsystemen and the other party in which it is recorded under the basis of what specific conditions and circumstances, also including the type of Services, Interline Sportsystemen shall perform activities for the other party.

**Product** is understood as each and every movable good that is offered, sold and delivery by Interline Sportsystemen;

**In Writing / Written** is understood as in hard copy, by email, via the website of Interline Sportsystemen or otherwise electronically in a manner stipulated by and between the other party and Interline Sportsystemen in the course of which messages are stored and can be read within a reasonable period of time;

**Interline Sportsystemen** is understood as the private company with limited liability Interline Sportsystemen B.V. as intended in article 1 of these general terms and conditions;

**Other party** is understood as each and every legal person or natural person who in the performance of a profession or business concluded, at least intends to conclude, an Agreement with Interline Sportsystemen.

### 4. Conclusion and content of the Agreement

- Any and all proposals and offers of Interline Sportsystemen are subject to contract and can always be revoked by Interline Sportsystemen, also after the offer has been accepted by the other party.
- The Agreement between Interline Sportsystemen and the other party is concluded either through the signature and return by the other party of the offer and/or order confirmation sent to the other party by Interline Sportsystemen or through the Written confirmation by Interline Sportsystemen of the order placed by the other party.
- In case of a difference between the order - assumed by the other party - and the Written confirmation of Interline Sportsystemen, the other party shall be bound by the Written confirmation of Interline Sportsystemen, unless the other party informs Interline Sportsystemen In Writing within eight days after the date of the confirmation that it does not agree with the order and the other party demonstrates that this was known to Interline Sportsystemen.
- The parties agree on the term, the rate and further terms and conditions of the Services in the Agreement.
- Interline Sportsystemen reserves the right to reject orders.

### 5. Implementation of the Agreement

- Unless expressly stipulated otherwise, the other party is liable to pay Interline Sportsystemen a fee that is based on the time actually spent by Interline Sportsystemen multiplied by the applicable rate. Moreover, Interline Sportsystemen is entitled to charge expenses incurred by the same during the implementation of the Agreement to the other party. The rates are adjusted annually. Any and all rates are exclusive of turnover tax and potential other duties. The time registration of Interline Sportsystemen constitutes compelling evidence of the time spent and invoiced by Interline Sportsystemen, evidence to the contrary by the other party is not possible.
- The other party is held to lend any and all cooperation required for the correct and timely implementation of the Agreement. The other party provides for adequate system management, i.e. that the system works well and securely. The other party guarantees the correctness, completeness and reliability of the data supplied by or on behalf of the same. After implementation of the Agreement, at the request of the other party, Interline Sportsystemen shall return documents that were made available to the same to the other party.
- The other party commits to:
  - where required, dispose of official permits;
  - ensure that Interline Sportsystemen can immediately start activities at the stipulated date and time;
  - ensure that during the performance of activities in indoor areas, the said areas are fully glazed and waterproof as well as draught-free;
  - make and keep sufficient water, electricity (220/380 volt), lighting and heating available to Interline Sportsystemen free of charge, such at the discretion of Interline Sportsystemen;
  - make and keep safe scaffolding and/or building lifts, where required with operation, available to Interline Sportsystemen free of charge for the vertical transport of materials and staff of Interline Sportsystemen;
  - make and keep a container to deposit waste in available to Interline Sportsystemen free of charge;
  - ensure that during the activities to be performed by Interline Sportsystemen the relevant areas are free and are made available to Interline Sportsystemen without obstacles and without other companies simultaneously being active in the said areas;

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- h. bear the necessary assistance, also of third parties, at its own expense;
- i. keep the access roads to the building site in such condition that any and all materials and equipment required by Interline Sportsystemen for the performance of the activities can always be supplied directly to the site by lorry. The transport distance from the unloading location to the location for the performance of the activities shall amount to a maximum of 5 metres;
- j. have the performance of the activities take place in an uninterrupted manner and to compensate Interline Sportsystemen for the costs of standstills due to circumstances beyond the control of Interline Sportsystemen;
- k. insure any and all products, systems and materials to be delivered by Interline Sportsystemen from the moment that they were supplied to the building site against risks of damage, including fire damage and theft.
- 5.4. Interline Sportsystemen implements the Agreement in accordance with the applicable (professional) regulations and shall perform the activities to the best of its ability and as befits a diligently acting service provider. Interline Sportsystemen is entitled to have the activities performed by another party.
- 5.5. Interline Sportsystemen records the worked hours (overtime) in the time registration system of Interline Sportsystemen.
- 5.6. A stipulated period for the implementation of the Agreement is always qualified as a target period and not as a fatal deadline.
- 5.7. Any and all obligations on the part of Interline Sportsystemen vis-à-vis the other party should be qualified as a best efforts obligation. Interline Sportsystemen cannot guarantee the result of the obligation(s) carried out and/or to be carried out by the same.
- 6. Prices**
- 6.1. Any and all offered and stipulated prices are exclusive of turnover tax. Unless the other party and Interline Sportsystemen stipulate otherwise, the transport, shipment and/or postage costs, export and import duties, clearance charges, taxes and the like shall be at the expense of the other party.
- 6.2. Prices established prior to or upon conclusion of the Agreement can, in case of changes in cost price determining factors occurring after the conclusion of the Agreement but prior to the delivery of the Product, e.g. in the purchase prices, the import or export duties, the wages, the taxes, the duties and the exchange rate of the euro and other foreign currencies, be increased by Interline Sportsystemen in consideration of the changed amounts.
- 6.3. If the prices were not established prior to or upon conclusion of the Agreement then the prices to be calculated by Interline Sportsystemen and the prices payable by the other party shall be the prices applied by Interline Sportsystemen on the day of delivery.
- 7. Delivery**
- 7.1. Unless stipulated otherwise, Delivery takes place on the basis of the delivery condition Ex Works ("EXW"), as intended in the Incoterms 2010, at the De Hofstede 55 in (4033 BV) Lienden. This implies, inter alia, that Interline Sportsystemen delivers when it makes the Product available to the other party by means of a Written notice, regardless of the fact whether the other party takes delivery of the Product at the time of availability and that Interline Sportsystemen is not held to ship the Product and/or to load the vehicle that arrives to pick up the Product and that the other party bears any and all risks of damage to and loss of the Product from the moment of Delivery, also if Interline Sportsystemen ships the Product to the other party at the request of the other party.
- 7.2. A stipulated delivery period always qualifies as a target period and not as a fatal deadline.
- 7.3. Interline Sportsystemen is entitled to deliver in instalments or to wait until the entire order is ready for Delivery.
- 8. Packaging and transport**
- 8.1. Unless stipulated otherwise, the costs for packaging of the Product are at the expense of Interline Sportsystemen.
- 8.2. Unless stipulated otherwise, the costs of transport and/or shipment and potential insurance during transport and/or shipment are at the expense of the other party.
- 9. Reservation of title**
- 9.1. Interline Sportsystemen reserves the title of any and all Products delivered and Products yet to be delivered to the other party pursuant to any Agreement until the purchase price for all these Products pursuant to any Agreement was paid in full. If Interline Sportsystemen performs or shall perform, in the context of this Agreement (these Agreements), activities for the benefit of the other party to be reimbursed by the other party then the aforementioned reservation of title applies until the other party also paid these claims of Interline Sportsystemen in full. In addition, the reservation of title also applies to the claims that Interline Sportsystemen may acquire vis-à-vis the other party on account of a failure of the other party to comply with one or more obligations vis-à-vis Interline Sportsystemen pursuant to the aforementioned Agreements.
- 9.2. The other party is held to store the Products delivered subject to reservation of title with the necessary diligence and as recognisable property of Interline Sportsystemen. The other party is held to insure the Products for the duration of the reservation of title against fire, explosion and water damage as also against theft and to, on demand of Interline Sportsystemen, make a copy of the policies of the said insurances and proof of payment of the payable premium available to Interline Sportsystemen.
- 9.3. If the other party fails to comply with its payment obligations vis-à-vis Interline Sportsystemen or if Interline Sportsystemen has good ground to fear that the other party shall fail to comply with the said obligations then Interline Sportsystemen shall be entitled to personally and without any liability vis-à-vis the other party take back the Products delivered subject to reservation of title. The other party already grants Interline Sportsystemen and its employees, as the occasion arises, permission to enter the premises and buildings of the other party to take back the Products. This applies without prejudice to the right of Interline Sportsystemen to claim compensation for damages, lost profit and interest and the right to rescind the Agreement without any further notice of default by means of a Written notice.
- 10. Invoicing and payment**
- 10.1. Interline Sportsystemen is entitled to invoice after each and every Delivery or partial delivery, as intended in article 7.3 of these general terms and conditions.
- 10.2. The other party is held to pay the invoiced price within 30 days after the date of the invoice without any deduction, discount or settlement. The said payment term is a fatal deadline. The other party is not entitled to rely on suspension with regard to the obligation to pay the invoice.
- 10.3. The invoiced price immediately falls due if the other party files for bankruptcy or is declared bankrupt, applies for or obtains (provisional) suspension of payment, the debt management scheme pursuant to the Dutch Debt Management (Natural Persons) Act is declared applicable to the other party, an attachment is imposed on all or a part of the assets of the other party, the other party passes away or is dissolved, the other party is placed under administration or guardianship, or after the conclusion of the Agreement other circumstances have come to the knowledge of Interline Sportsystemen that give Interline Sportsystemen good grounds to fear that the other party shall not comply with its obligations.
- 10.4. As soon as the payment term has expired, the other party shall be liable to pay an interest rate of 1% per month on the payable principal sum, including turnover tax, and reimbursement of the extrajudicial collection costs to Interline Sportsystemen, where the latter amount to at least 15% of the payable principal sum, including turnover tax, with a minimum of € 200.00.
- 10.5. Interline Sportsystemen is always entitled to require security from the other party for compliance with the (payment) obligations. Interline Sportsystemen is always entitled to suspend its obligations deriving from the Agreement until the security required by Interline Sportsystemen was provided by the other party.
- 11. Complaints**
- 11.1. The other party is held to, upon or forthwith after having taken receipt of the Product, examine whether the delivered Product corresponds with the Agreement and, in particular, examine it on soundness, flawlessness and completeness.
- 11.2. If the other party discovers during the examination as intended in article 11.1 that the delivered Product does not correspond with the Agreement then the other party must report this to Interline Sportsystemen In Writing at the latest within eight days after the receipt. In case of an overstepping of the said time limit, each and every claim of the other party vis-à-vis Interline Sportsystemen in connection with non-conformity shall expire.
- 11.3. The other party must immediately check the performed activities and documents and/or performances received from Interline Sportsystemen on correctness and completeness and communicate potential complaints as soon as possible, however at the latest within one month after the performed activities and/or receipt of the documents, to Interline Sportsystemen In Writing. After that the rights potentially vested in the same, including but not limited to the right to claim compliance and compensation on account of a failure to comply, shall expire, unless the other party can demonstrate that it could reasonably not have detected the defect earlier.
- 11.4. If the other party communicated a complaint in a timely fashion, as described in articles 11.1 and 11.3, then Interline Sportsystemen and the other party enter into discussions with each other as soon as possible. Interline

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Sportssystemen shall in any case only be held to free replacement or repair of the relevant Product and/or repayment of the price charged for the same, the latter at the discretion of Interline Sportssystemen. Complaints do not suspend the payment obligations.

- 11.5. Retaining or paying invoices without objections implies that the other party agrees with the correctness of the performed activities and the invoiced amount, including the time spent, rates and expenses invoiced.

### 12. Warranty and claims

- 12.1. Interline Sportssystemen warrants the soundness and quality of the Products delivered by the same during a warranty period of 5 years, in the course of which it is noted that the value of the warranty claim annually decreases in the said period of 5 years by 20% in order that, if the said warranty is claimed in the first year, Interline Sportssystemen shall be held to comply with the obligation as intended in article 12.2 up to a value of 100% of the warranty claim and, if the said warranty is claimed in the second year, Interline Sportssystemen is held to comply with the obligation as intended in article 12.2 up to a value of 80% of the said warranty claim, and so on. On account of the warranty Interline Sportssystemen shall only be liable for defects of which the other party demonstrates that they occurred during the stipulated warranty period, exclusively and predominantly as a direct result of the inferiority of material, manufacture or performance.

- 12.2. In case of a violation of the warranty as intended in article 12.1 the liability of Interline Sportssystemen shall be limited to the free replacement or repair of the relevant Product or the repayment of the relevantly invoiced price, such as at the discretion of Interline Sportssystemen.

- 12.3. Any and all trading losses and defects and damages that arise as a result of the following are excluded from the warranty as intended in article 12.1:

- water and humidity damage;
- concealed defects in the surface;
- if parties other than Interline Sportssystemen perform or performed activities on the work;
- use of the delivered goods is in breach of generally applicable instructions or instructions given by Interline Sportssystemen;
- damages due to mechanical loads that exceed the NOC\*NSF standard of 6 N/mm<sup>2</sup> (60 kg/cm<sup>2</sup>);
- external influences that were not communicated to Interline Sportssystemen in advance in writing;
- contingencies, e.g. flooding, fire, stroke of lightning, collapse, precipitation, condensation humidity, and the like, that Interline Sportssystemen could not take into account.

- 12.4. A claim with regard to a delivered Product shall not affect the obligations of the other party on account of previous or yet to be performed deliveries and shall not entitle the other party to suspend the payment of claims of Interline Sportssystemen.

### 13. Force majeure

- 13.1. There shall be question of force majeure within the meaning of section 75 of Book 6 of the Dutch Civil Code on the part of Interline Sportssystemen if Interline Sportssystemen is prevented from complying with its obligations pursuant to the Agreement or the relevant preparations due to circumstances beyond its reasonable control. Force majeure is in any case understood to include: (i) failure of timely delivery by suppliers of Interline Sportssystemen, (ii) defectiveness of goods, equipment, software or materials of third parties that Interline Sportssystemen uses, (iii) official measures, (iv) power failure, (v) war, (vi) lock-out, (vii) industrial action, (viii) general transport difficulties, and (ix) the unavailability of one or more members of staff of Interline Sportssystemen, for any reason whatsoever.

- 13.2. Interline Sportssystemen shall not be held to comply with any obligation during the period during which Interline Sportssystemen is prevented from complying with its obligations due to force majeure. A stipulated delivery period is extended by the said period.

- 13.3. If due to force majeure the delivery period is delayed by more than three months then both Interline Sportssystemen and the other party are authorised to partly rescind the Agreement in respect of the part that has not been implemented, without Interline Sportssystemen and the other party reciprocally being held to pay compensation on any account whatsoever.

### 14. Intellectual property rights

- 14.1. The intellectual property rights of Interline Sportssystemen in respect of everything that Interline Sportssystemen makes available to the other party for the implementation of the Agreement between the other party and Interline Sportssystemen, including in any case drawings, images, calculations, designs, processes, models and domain names (registered by the other party for the benefit of the marketing of Interline Sportssystemen products), remain vested in Interline Sportssystemen and can only be used by the other party for the implementation of the Agreement between Interline

Sportssystemen and the other party. After expiry of the Agreement the relevant documents and information are, on demand of Interline Sportssystemen, returned to Interline Sportssystemen.

- 14.2. Any and all information regarding the business process of the other party and Interline Sportssystemen that is not publicly accessible is qualified as confidential information. The other party and Interline Sportssystemen shall not share this kind of confidential information with third parties and shall neither use it for the benefit of their own business operations, unless this is required for the implementation of an obligation between the other party and Interline Sportssystemen.

- 14.3. In case of a violation of articles 14.1 and **Error! Reference source not found.** the other party shall, without any notice of default being required, forfeit a penalty per violation to Interline Sportssystemen of € 50,000.00, without prejudice to the right of Interline Sportssystemen to moreover claim full compensation with interest and costs. A paid or payable penalty shall not extend to reduction of potentially payable compensation with interest and costs. In this respect the other party and Interline Sportssystemen expressly deviate from the provisions set forth in section 92 subsection 2 of Book 6 of the Dutch Civil Code.

### 15. Liability and indemnification

- 15.1. Interline Sportssystemen expressly excludes each and every liability and/or risk liability for direct damages, indirect damages, consequential damages, business losses, lost profit, lost savings, reduced goodwill, losses due to business interruptions, mutilation or loss of data, damage to crops and any and all other forms of direct and/or indirect damages caused by Interline Sportssystemen, its subordinates, its hired auxiliary persons and/or its Products, unless the damages are the result of intent or intentional recklessness.

- 15.2. If the exclusion of liability as intended in article 15.1 cannot be upheld then the compensation shall be limited to once the invoice amount (excluding VAT) for the activities from which the liability derives, at least in connection with which the liability arose. The compensation for the damages shall in any case be limited to the amount that is, as the occasion arises, paid out pursuant to the liability insurance of Interline Sportssystemen, plus the amount of the excess that is, pursuant to the applicable insurance agreement, in the relevant instance at the expense of Interline Sportssystemen.

- 15.3. The other party shall on demand indemnify Interline Sportssystemen in full against any and all claims of third parties vis-à-vis Interline Sportssystemen in connection with any fact for which the liability is excluded in these general terms and conditions.

- 15.4. Interline Sportssystemen shall not be liable for damages, of any nature whatsoever, on account of the fact that Interline Sportssystemen departed from incorrect and/or incomplete data supplied by the other party.

### 16. Takeover of staff

- 16.1. During the term of the Agreement and during a period of one year after termination of it, the other party is not allowed to employ or otherwise have an employee (employees) of Interline Sportssystemen and of companies affiliated with the same perform activities, unless Interline Sportssystemen gave the other party Written consent for this. Interline Sportssystemen can impose conditions on the said consent.

- 16.2. In case of a violation of article 16.1 the other party shall, without any notice of default being required, be liable to pay a penalty to Interline Sportssystemen of € 50,000.00, without prejudice to the right of Interline Sportssystemen to claim full compensation for damages with interest and costs. A paid or payable penalty shall not extend to reduction of potentially payable compensation with interest and costs. In this respect the parties expressly deviate from the provisions set forth in section 92 subsection 2 of Book 6 of the Dutch Civil Code.

### 17. Protection against hazards

- 17.1. The other party must always comply with the provisions set forth in section 658 of Book 7 of the Dutch Civil Code. The other party shall be liable vis-à-vis Interline Sportssystemen for damages that employees of Interline Sportssystemen incur during the performance of their activities. The other party shall on demand indemnify Interline Sportssystemen in full against any and all claims of employees in connection therewith.

- 17.2. If Interline Sportssystemen is held liable for damages for which the other party is liable, and Interline Sportssystemen paid compensation in this respect, then it is for the full amount (as well as the incurred expenses) entitled to a right of recourse vis-à-vis the other party.

### 18. Good contracting practices

- 18.1. The other party shall, in respect of employees of Interline Sportssystemen during the performance of supervision as also with regard to the

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- performance of the activities, act in the same diligent manner as to which it is held in respect of its own employees.
- 18.2. The other party is not allowed to have employees of Interline Sportsystemen perform activities under the supervision and/or authority of a third party for the benefit of the said third party. This is neither allowed if the said third party belongs to a group of which the other party is part, as intended in sections 24a and 24b of Book 2 of the Dutch Civil Code.
- 18.3. The other party is held to have employees of Interline Sportsystemen perform the stipulated activities. A derogation from the same must be stipulated by and between Interline Sportsystemen and the other party In Writing.
- 19. Privacy**
- 19.1. If Interline Sportsystemen or the other party obtains personal data during the implementation of the Agreement that they made available to each other and the said party processes these personal data then it shall process the personal data in a proper and diligent manner and comply with the statutory provisions that derive from the General Data Protection Regulation.
- 19.2. If Interline Sportsystemen or the other party is qualified as a processor within the meaning of the General Data Protection Regulation then Interline Sportsystemen and the other party agree on a Written processing agreement that complies with the provisions set forth in the General Data Protection Regulation.
- 19.3. Interline Sportsystemen and the other party inform each other within five (5) working days of each and every request and/or complaint of the supervisory authority or the data subject with regard to the personal data that are processed during the implementation of the Agreement. Interline Sportsystemen and the other party reciprocally lend each other the cooperation that is required to comply with the requests of data subjects or the supervisory authority.
- 19.4. The other party indemnifies Interline Sportsystemen against administrative sanctions, remedial sanctions and punitive sanctions imposed on Interline Sportsystemen in the context of processing acts that Interline Sportsystemen performs during the implementation of the Agreement.
- 20. Portrait rights**
- 20.1. The other party hereby already grants consent to Interline Sportsystemen for disclosure of (audio-) visual recordings made by or on behalf of Interline Sportsystemen during the implementation of the Agreement, which show the other party and/or its employees. Interline Sportsystemen is in any case entitled to use the (audio-) visual recordings for promotional purposes. The other party shall not oppose the use of the (audio-) visual recordings nor shall the other party require a relevant fee from Interline Sportsystemen.
- 21. Rescission of the Agreement**
- 21.1. The Agreement can be rescinded by Interline Sportsystemen with immediate effect, and without any notice of default being required, by means of a Written notice to the other party, if the other party does not comply with one or more of the provisions of the Agreement or these general terms and conditions, without prejudice to the right of Interline Sportsystemen to claim compensation from the other party.
- 21.2. The Agreement can be rescinded by Interline Sportsystemen with immediate effect, and without a notice of default being required, by means of a Written notice to the other party, if:
- the other party files a winding-up or bankruptcy petition or is declared bankrupt or insolvent;
  - the other party files for or obtains (provisional) suspension of payment;
  - the debt management scheme pursuant to the Dutch Debt Management (Natural Persons) Act is declared applicable to the other party;
  - an attachment is imposed on all or a part of the assets of the other party;
  - the other party passes away;
  - the other party is being dissolved;
  - the other party is placed under administration or guardianship;
  - after the conclusion of the Agreement other circumstances have come to the knowledge of Interline Sportsystemen that give Interline Sportsystemen good ground to fear that the other party shall not comply with its obligations;
- all without prejudice to the right of Interline Sportsystemen to claim compensation from the other party.
- 22. Transferability of rights and obligations**
- 22.1. The other party cannot transfer claims vis-à-vis Interline Sportsystemen, on any account whatsoever, to a third party. These kinds of claims are expressly non-transferable. This stipulation has effect under property law within the meaning of section 83 subsection 2 of Book 3 of the Dutch Civil Code.
- 22.2. The other party is, without prior Written consent of Interline Sportsystemen, not allowed to transfer any obligation pursuant to the Agreement and/or these general terms and conditions to a third party.
- 23. (Partial) invalidity or voidability**
- If a provision of these general terms and conditions appears to be invalid or voidable then this does not imply that these general terms and conditions are invalid or voidable in their entirety or that another provision of the same is (partly) invalid or voidable. If a provision of these general terms and conditions appears to be invalid or voidable (and is subsequently nullified) then it is replaced by Interline Sportsystemen by a valid provision that best approaches the scope of the invalid or nullified provision.
- 24. Forfeiture of right, applicable law and choice of forum**
- 24.1. To the extent that these general terms and conditions do not determine otherwise, any and all rights of claim of the other party vis-à-vis Interline Sportsystemen do in any case expire one year after the day that the right of claim has arisen, unless the claim(s) is (are) brought before the competent court within the said time limit.
- 24.2. Dutch law is exclusively applicable to any and all legal relationships between Interline Sportsystemen and the other party. The applicability of the Vienna Sales Convention (CISG) is expressly excluded.
- 24.3. Any and all disputes that may arise as a result of relationships between Interline Sportsystemen and the other party governed by these general terms and conditions shall exclusively be subject to the opinion of the Dutch court, more in particular the competent court of the District Court Gelderland, Arnhem location.
- 25. Special provisions regarding surfaces**
- Interline Sportsystemen can only perform activities if the temperature is not lower than 16 degrees Celsius and the humidity is not higher than 60%. Plastic finishing layers generally follow the level of the surface. Any and all surfaces on which Interline Sportsystemen must perform activities must be checked and approved by Interline Sportsystemen and shall comply with the following requirements:
- aged by four weeks. After this aging period the humidity in the surface cannot exceed 3%, which is measured at a depth of 2 cm with a suitable humidity meter to be approved by Interline Sportsystemen;
  - the surface must be finished in a smooth and tight manner. Powdering with cement is not allowed and there cannot be question of a cement glue layer;
  - finishing layers of sand-cement must be installed in a properly adhesive and properly densified manner. For finishing floors of sand-cement mortar Interline Sportsystemen recommends portland cement: sharp-edged river sand, according to NEN standard 2741;
  - potential slopes must have been embedded in the surface;
  - the surface must be entirely dry (see article 25 under a) and clean. Formwork oil, wax, silicone, additives and the like cannot be present in / on the surface;
  - casting defects, rock pockets, pouring seams and the like cannot be present;
  - the required dilatation and/or dummy joints must be present in the surface.
  - the surface must be waterproof to prevent potential vapour pressure under the plastic floor. The other party always remains liable for damages to the floor, which are caused by damp.
  - other surfaces: Interline Sportsystemen shall, on a case by case basis, provide requirements for this.