

General Terms and Conditions of Sale and Delivery of BarManiaPro B.V.

These terms and conditions apply to and form part of all offers, agreements and contracts for purchase/sale, contracting of work or any other obligations pursuant to which the private limited liability company BarManiaPro B.V. shall deliver goods and/or provide services to a natural person or legal entity, hereinafter 'the other party'.

1. Offers and formation of contracts

- 1.1 All offers by BarManiaPro B.V. are always without obligation, unless the offer states an explicit term for acceptance.
- 1.2 If these terms and conditions have been declared to apply but there is no written contract (yet), this agreement is entered into under the condition that written confirmation will follow within ten days after entering into the agreement or that the agreement will actually be performed by BarManiaPro B.V. within the period agreed.
- 1.3 BarManiaPro B.V. is not bound by any oral representations or agreements, unless confirmed in writing by BarManiaPro BV.

2 Delivery time

- 2.1 When entering into the contract or agreement, BarManiaPro B.V. will, if so requested, give an estimate of the requested delivery time to the best of its ability.
- 2.2 If such delivery time, regardless of whether it has been agreed, is exceeded, BarManiaPro B.V. shall not be in default. If BarManiaPro B.V. fails to deliver or provide the goods or services in good time, the other party shall send BarManiaPro B.V. written notice of default granting BarManiaPro B.V. at least thirty days to comply. BarManiaPro B.V. cannot be in default until the aforementioned period has elapsed.
- 2.3 If the parties have agreed a call-off contract, the other party shall request the goods within the period specified in the contract, failing which the other party shall be in default without prior notice of default. If no call-off deadline has been agreed, such period will be one month. If the deadline expires without the other party having requested the goods, the other party shall be in default and BarManiaPro B.V. shall be entitled to invoice the goods as if they had been delivered. The other party shall then owe a fee of 10% of the total invoice amount per week for managing and storing the goods without prejudice to its obligation to take receipt of the goods.

3 Delivery and transport

All goods delivered and services provided by BarManiaPro B.V. are Ex Works to the address stated by the other party unless the parties have explicitly agreed otherwise. The other party shall have an easily accessible unloading location at the address given, failing which BarManiaPro B.V. may charge the other party a reasonable additional fee for unloading.

4 Pricing, invoicing and payment

- 4.1 All prices stated by BarManiaPro B.V. are exclusive of VAT unless stated otherwise. The following additional fees are charged for orders of less than €1,500: €75 for parcels weighing up to 10 kg, €200 for other shipments and parks are ex works.
- 4.2 Regardless of the order value, the costs of shipping will be charged at cost price for any shipments which are more than 1 metre long, extra-large, heavy or voluminous. Prices subject to change.
- 4.3 If not otherwise agreed in writing, invoicing will be in accordance with the schedule below: 50% upon placing the order & 50% before delivery.
- 4.4 If any circumstances occur which cause the cost price to increase between the point in time when the contract is concluded and the point in time when the goods are delivered, BarManiaPro B.V. will be entitled to pass on these costs to the other party on a pro rata basis. If any such cost increase occurs, BarManiaPro B.V. will inform the other party as soon as possible.

- 4.5 If no other conditions have been agreed, all invoices shall be paid into BarManiaPro B.V.'s bank account stipulated on the invoice within fourteen days of the invoice date.
- 4.6 Regardless of the payment conditions agreed, the other party shall provide adequate security for payment at BarManiaPro B.V.'s first request and at BarManiaPro B.V.'s discretion. If the other party fails to comply with this within the period stipulated, it will immediately be in default. In that case, BarManiaPro B.V. will have the right to cancel the contract and claim damages from the other party.
- 4.7 If the other party fails to comply with its payment obligation as defined in article 4.3 of these terms and conditions, it shall owe interest at a rate of 2% of the invoice amount per month from the date on which the default takes effect, whereby a part of a month will count as an entire month.
- 4.8 If the other party fails to comply with its payment obligations as referred to in articles 4.3 and 4.5 of these terms and conditions and BarManiaPro B.V. is forced to hire a third party to enforce compliance, the other party shall owe extrajudicial cash collection costs, i.e. an amount of 15% of the invoice amount incl. VAT and default interest, with a minimum of EUR 50 without prejudice to BarManiaPro B.V.'s right to claim full damages.
- 4.9 Amounts received by BarManiaPro B.V. shall first serve as payment of any outstanding costs, followed by the interest due, and the remainder will be set off against the oldest invoice irrespective of what the other party has stated the payment concerns.
- 4.10 The provisions of this article shall also apply in case of a call-off contract and any corresponding interim invoicing.
- 4.11 The other party shall not be entitled to any set-off without the prior written consent of BarManiaPro B.V.

5 *Right of suspension and retention of title*

- 5.1 If the other party fails to comply with their payment obligations as described in article 4 of these terms and conditions or otherwise threatens to not properly fulfil any agreement(s) made, BarManiaPro B.V. will be entitled to suspend the performance of all current agreements with the other party until the principal sum, interest and cash collection costs have been paid or until the other party has provided sufficient security for the payment of the principal sum, interest and cash collection costs.
- 5.2 BarManiaPro B.V. retains title to any goods delivered if and for as long as the other party:
- fails or will fail to comply with its obligations under this or other contracts or agreements;
 - has not paid claims that arise from the failure to fulfil the above agreements, such as loss, penalty, interest and costs.
- 5.3 As long as title to delivered items is retained, the other party shall not be allowed to encumber or sell such items other than as part of its normal business operations. Once BarManiaPro B.V. has invoked its retention of title, it may retrieve the goods delivered. The other party shall fully cooperate in this respect and, to the extent necessary, hereby grants BarManiaPro B.V. an irrevocable power of attorney to access the locations where BarManiaPro B.V.'s property is located.
- 5.4 BarManiaPro B.V. has a right of pledge on and a right of retention of title to all goods which are or will be in its possession for any reason or in any capacity and on and to all claims it has or may acquire on the other party in respect of any other party that demands surrender of such goods or claims. If the other party has complied with its obligations after BarManiaPro B.V. has delivered the goods to the other party in accordance with the contract, the retention of title in respect of these goods shall take effect again if the other party fails to comply with its obligations under any subsequent contract or agreement.
- 5.5 If the other party fails to properly comply with its payment obligations or comply with them in good time, is declared bankrupt, applies for a moratorium, or liquidates its business, it shall return any goods delivered pursuant to article 5.2 of these terms and conditions or those which are otherwise the property of BarManiaPro B.V. to BarManiaPro B.V. within 48 hours after having received a written demand to return the goods.

6 Quality, quantity, defects, inspection and complaints

- 6.1 If the other party fails to file a written complaint about a fault or defect with BarManiaPro B.V. within 5 days after the fault or defect was discovered or should reasonably have been discovered, the other party will no longer be entitled to complain about such fault or defect. The other party shall fully cooperate as can reasonably be expected from the other party in order to enable BarManiaPro B.V. to deliver. If the other party breaches the provisions of this article, the other party shall owe BarManiaPro B.V. a fine of EUR 250 per day with a maximum of EUR 25,000. Pursuant to Dutch law, this fine can be claimed in addition to damages.
- 6.2 Without prejudice to the provisions in article 6(1) of this agreement and without prejudice to the provisions in the manufacturer's warranty accompanying the goods, BarManiaPro B.V. guarantees the reliability of the goods delivered and services provided by it for a period of six months immediately following delivery and/or service provision.
- 6.3 The other party shall check the goods delivered and/or services provided for any externally visible defects, the correct dimensions and the correct quantity immediately upon delivery. Unless there is proof to the contrary, delivery of the delivery note or waybill without any protest being lodged contesting the quality, dimensions or quantity of the goods delivered and/or services provided shall be considered to be proof that the goods have been delivered in the correct quantities and dimensions and without any defects.
- 6.4 If the other party complains about the quality of the goods delivered and services provided, it shall give BarManiaPro B.V. the opportunity to inspect the original packages, parcels, bundles or loose materials which the complaints concern, failing which the other party will lose the right to claim proper performance of the contract or alternative compensation. The processing of any goods delivered will cause any liability on the part of BarManiaPro B.V. in respect of any defects in the goods delivered and/or services provided to lapse unless the other party has given BarManiaPro B.V. a reasonable opportunity to investigate the complaints.
- 6.5 If any complaints regarding goods delivered and/or services provided by BarManiaPro B.V. are well-founded, have been reported in good time and are covered by the warranty, BarManiaPro B.V. will either replace the goods concerned free of charge or repair the defects free of charge.

7 Limitation of liability

- 7.1 In the event of an attributable shortcoming, BarManiaPro B.V. shall be obliged to fulfil its contractual obligations. Any obligation on the part of BarManiaPro B.V. to pay damages pursuant to any legal basis whatsoever shall be limited to such damage or loss for which BarManiaPro B.V. is insured under an insurance policy taken out by or on behalf of BarManiaPro B.V., but this shall never exceed the amount paid out by the insurance company in the case in question.
- 7.2 If BarManiaPro B.V. is not entitled to invoke the limitation of paragraph 2 of this article, regardless of the reason, the obligation to pay damages shall be limited to a maximum of 15% of the total order (excluding VAT). If the contract consists of separate parts or partial deliveries, the obligation to pay damages shall be limited to a maximum of 15% (excluding VAT) of the order for the part or partial delivery in question.
- 7.3 The following is not eligible for compensation: a. consequential damage. Consequential damage is taken to mean, without being exhaustive, loss due to business interruption, loss of production, lost profit, transport costs and travel and accommodation costs. If possible, the other party can take out insurance against such damage; b. damage while in care, custody and control. Damage while in care, custody or control is taken to mean, without being exhaustive, any damage or loss to goods which are being worked on or to goods near the place of work caused by or during the performance of the work. The other party can, if desired, take out insurance to cover such loss; c. damage or loss caused intentionally or by the deliberate recklessness of auxiliary persons or non-managerial staff of BarManiaPro B.V.

- 7.4 BarManiaPro B.V. will not be liable for any damage to material supplied by or on behalf of the other party due to improper processing.
- 7.5 The other party shall indemnify BarManiaPro B.V. against any third party claims due to product liability as a result of a defect in a product delivered by the other party to a third party which consisted entirely or in part of products and/or materials delivered by BarManiaPro B.V. The other party shall compensate any loss or damage suffered by BarManiaPro B.V. in this respect including the full costs of defence.

8 Shortcoming and dissolution

- 8.1 If the other party fails to comply with its contractual obligations or fails to do so in good time, BarManiaPro B.V. will be entitled to terminate all or part of the agreement in writing, without prejudice to its right to damages.
- 8.2 If BarManiaPro B.V. suspends its contractual obligations or terminates the contract due to the other party not, or not in good time, complying with its obligations as referred to in article 8.1, BarManiaPro B.V. will be entitled to immediately repossess any goods already delivered and/or services provided, to the extent that they have not yet been processed, without any recourse to the court being required. In that case, the other party shall fully cooperate.
- 8.3 If BarManiaPro B.V. fails to fulfil its obligations pursuant to the contract or agreement and such failure cannot be attributed to BarManiaPro B.V., BarManiaPro B.V. shall be entitled to suspend or modify the performance of the contract or agreement without any obligation to pay damages to the other party. The other party shall only be entitled to terminate the agreement in writing if any suspension as referred to in this provision lasts longer than 60 days.
- 8.4 If the other party fails to comply with its contractual obligations and such failure cannot be attributed to the other party, the other party shall be entitled to terminate the contract, if and to the extent that the other party compensates BarManiaPro B.V. for any damage or loss incurred by BarManiaPro B.V. as a result of the termination.
- 8.5 If any party fails to comply, or to comply in good time, with one or more of its obligations pursuant to this contract, such failure cannot be attributed to the defaulting party if it is directly or indirectly the result of or related to government measures or government regulations, natural disasters, a pandemic, a state of siege, a state of war, technical failures in the company of the defaulting party or its suppliers, discontinuation of the supply of raw materials and commercial goods, abnormally high absenteeism due to illness, strikes, lock-outs, sit-down strikes, traffic impediments, technical failures in means of transport, import or export impediments, fire, explosion or other circumstances beyond the control of the defaulting party, if and to the extent that the above impedes the proper and timely performance of the contract by the defaulting party and such party was not reasonably able to influence this.
- 8.6 If either party applies for a moratorium, is declared bankrupt, or defaults on its obligations to the other party, the other party may terminate the contract in writing, without prejudice to its entitlement to damages.

9 Warranties

9.1. BarManiaPro B.V gives a 10-year warranty against the rusting-through of spray-painted or powder-coated steel parts. This does not cover any damage due to external influences such as scratches, dents, the effects of corrosive substances or solvents, etc. Any damage due to normal wear and tear is not covered either. The warranty against rust is not given if the appliances are exposed to salty or chlorinated atmospheres (e.g. in coastal areas/swimming pools).

9.2. BarManiaPro B.V gives a 5-year warranty against surface finish fading due to exposure to sunlight.

9.3. BarManiaPro B.V gives a 2-year warranty on wooden parts, plastic and composite parts, seats, fittings, fixtures and clamps.

9.4. BarManiaPro B.V. reserves all rights to limit the rust guarantee in connection with the place of use. The other party is therefore under the obligation to inform BarManiaPro B.V of the place where the equipment will be used, report any specific loads to which the equipment will be exposed and indicate any other conditions the equipment is expected to be exposed to.

9.5. The other party cannot claim warranty if regular inspections and maintenance have not taken place. Regular visual checks are a prerequisite for this warranty, along with any resulting repairs of damage. Damage to paintwork must be repaired immediately and properly; if any repairs have been carried out, the rust warranty will become ineffective 30 cm around the spot where a repair was carried out.

9.6. The only remedy under the warranty is that any damaged parts will be replaced or repaired.

9.7. No warranty will be applicable in cases of improper use, improper installation or dismantling, improper transport and/or unsuitable storage.

10. Warranty claims will be calculated on the basis of depreciation values. Depreciation: 10% per year. All warranties will only be effective if preventive maintenance has been demonstrably carried out and the equipment has been delivered in its original condition, no changes have been made to it and it has been properly assembled and installed in accordance with the regulations and applicable standards.

10 Conversion

10.1 If any provision of these terms and conditions or part thereof becomes null and void, is annulled or voided or disregarded, this shall not result in the other provisions or the remaining part of the provision becoming null and void or being nullified or disregarded.

10.2 If any provision in these terms and conditions is annulled because it conflicts with a generally binding regulation or shall be disregarded because of the special circumstances of the case in question, such provision shall be replaced by a provision that would have been permissible in law or could be applied in the special circumstances of the case in question and which offers BarManiaPro B.V. the best protection with regard to the matter provided for in the annulled or disregarded provision.

11 Disputes

11.1 Dutch law shall apply to the contract or agreement concluded between BarManiaPro B.V. and the other party and any commitments resulting from it. The Vienna Sales Convention (Convention of International Sale of Goods) does not apply, nor does any other international regulation that may be excluded.

11.2 Any disputes arising from the contract or agreement between BarManiaPro B.V. and the other party and or its implementation shall be adjudicated in accordance with Dutch law by the Limburg District Court unless another court would be competent by virtue of a generally binding regulation.