

## General Terms and Conditions Silica Nova

The sole proprietorship Silica Nova (hereinafter: Silica Nova) is registered at the Chamber of Commerce with number 08104617 and is located at the Zwarteweg 62 (8097PX) Oosterwolde (Gld.) the Netherlands.

### Article 1 - Definitions

1. In these general terms and conditions, the following terms are used in the following meaning, unless expressly indicated otherwise.
2. Offer: any written offer or quotation to the Client for the delivery of Products and/or the performance of Work by the Contractor.
3. Silica Nova: the contractor who carries out the work independently or under his supervision by others.
4. Company: the natural or legal person who acts in the capacity of a profession or business.
5. Consumer: natural person who is not acting in the capacity of his profession or business.
6. Client: The Company or the Consumer who enters into a (distance) Agreement with Silica Nova.
7. Activities: The activities that Silica Nova offers are all activities in the broadest sense of the word within the maintenance, revitalization and dismantling of synthetic turf fields.
8. Agreement: the Agreement in which Silica Nova undertakes towards the Client to create and deliver work of a material nature outside of employment for a price in money to be paid by the Client, with which these general terms and conditions form an inseparable whole.

### Article 2 - Applicability

1. These general terms and conditions apply to every Offer by Silica Nova, every Agreement between Silica Nova and the Client and to every work offered by Silica Nova.
2. Before a (distance) Agreement is concluded, the Client will be provided with these general terms and conditions. If this is not reasonably possible, Silica Nova will indicate to the Client how the Client can view the general terms and conditions.
3. In principle, it is not possible to deviate from these general terms and conditions. In exceptional situations it is possible to deviate from the general terms and conditions if this has been explicitly agreed in writing with Silica Nova. The terms and conditions of the Client are expressly not applicable.
4. These general terms and conditions also apply to additional, amended and follow-up orders from the Client.
5. If one or more provisions of these general terms and conditions are partially or wholly invalid or are annulled, the other provisions of these general terms and conditions will remain in force, and the invalid/nullified provision(s) will be replaced by a provision with the same purpose as the original provision.
6. Uncertainties about the content, explanation or situations that are not regulated in these general terms and conditions must be assessed and explained in the spirit of these general terms and conditions.
7. If reference is made to she/her in these general terms and conditions, this should also be understood as a reference to he/him/his, if and insofar as applicable.

### Article 3 - The Offer

1. All offers made by Silica Nova are without obligation, unless explicitly stated otherwise in writing. If the Offer is limited or valid under specific conditions, this will be expressly stated in the Offer.
2. Silica Nova is only bound by an Offer if the acceptance thereof is confirmed in writing by the Client within 30 days, unless otherwise agreed. Nevertheless, Silica Nova has the right to refuse an Agreement with a potential Client for reasons that are justified for Silica Nova.
3. The Offer contains a description of the Work offered. The description is detailed in such a way that the Client is able to make a proper assessment of the Offer. Obvious mistakes or errors in the Offer cannot be binding on Silica Nova. Any images and/or specific data (including but not limited to models shown and/or provided, examples of the documents as well as statements of colors, capacities, functionalities, dimensions and other descriptions in sketches, drawings, brochures, promotional material) in the Offer are only an indication and cannot be a ground for any compensation or termination of the Agreement. Minor deviations that are permissible in the sector are permissible and do not constitute grounds for terminating the Agreement.
4. If the Offer is based on information provided by the Client and this information turns out to be incomplete and/or incorrect or if this information is subsequently changed, Silica Nova has the right to adjust the rates, delivery times and/or prices stated in the Offer. The client is obliged to accept the changed circumstances and to comply with the payment obligations.
5. Offers do not automatically apply to follow-up orders or repeat orders.
6. Delivery times, terms and hours specified in the Offer of Silica Nova are indicative and if they are exceeded, they do not entitle the Client to termination or compensation, unless expressly agreed otherwise.
7. A composite quotation does not oblige Silica Nova to deliver part of the goods included in the offer or quotation for a corresponding part of the stated price.

### Article 4 - Conclusion of the Agreement

1. The Agreement is concluded the moment the Client has accepted an Offer or quotation from Silica Nova by returning a signed copy (scanned or original) to Silica Nova.
2. Silica Nova is not bound by an Offer if the Client could reasonably have expected or should have understood or should have understood that the Offer contains an obvious mistake or error. The Client cannot derive any rights from this mistake or error.
3. An Offer is only valid if it is made in writing by Silica Nova to the Client. The Offer will lapse if the Work to which the offer relates is no longer available in the meantime.
4. Silica Nova has the right to refuse an Agreement with a potential Client for any good reason for Silica Nova.
5. If several Clients jointly enter into an Agreement with Silica Nova, each Client is jointly and severally liable for the fulfilment of the obligations by each Client and the Clients jointly.

### Article 5 - Term of the Agreement

1. The Agreement is entered into for a definite and ends upon completion of the assignment.

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2. The Client is at all times entitled to cancel the Agreement in whole or in part. If a start has already been made with the execution of the Agreement and the Client cancels the Agreement, the Client will owe the price applicable for the entire work, minus the savings for Silica Nova resulting from the cancellation, against delivery by Silica Nova of the already completed work. If the price was made dependent on the actual costs to be incurred by Silica Nova, the price owed by the Client will be calculated on the basis of the costs incurred, the work performed and the profit that Silica Nova would have made over the entire work.
3. Both parties may terminate the Agreement on the basis of an attributable shortcoming in the performance if the other party has been given written notice of default, and it has been given a reasonable period of time to fulfil its obligations and it is attributable short in doing so. This also includes the payment and cooperation obligations of the Client.
4. Both the Client and Silica Nova can terminate the Agreement in writing in whole or in part without further notice of default, with immediate effect if one of the parties is granted a moratorium, bankruptcy has been filed or the company concerned ends due to liquidation. If a situation as stated above occurs, Silica Nova is never obliged to refund monies already received and/or compensation. Silica Nova is entitled to immediately take back the goods not yet paid for and reserves the right to claim additional compensation from the Client.
5. If Silica Nova dies after the conclusion of the Agreement or becomes permanently incapacitated for work, each of the parties may terminate the Agreement, insofar as, given the nature of the Agreement, it can derive a reasonable interest in termination from the death or permanent incapacity for work. For the work already performed and costs incurred, the Client owes a fee to be determined reasonably and with due observance of all circumstances, if applicable to the heirs or legal successors of Silica Nova.
6. If the Client cancels an Agreement that has already been concluded, the following costs will be charged. In the event of cancellation up to one week before the commencement date, 20% of the quotation amount will be charged to the Client. Up to one week up to the commencement date, 30% of the quotation amount will be charged. Silica Nova is at all times entitled to charge higher costs if it has incurred more costs for the implementation of the Agreement.
7. The client is personally liable to third parties for the consequences of the cancellation and indemnifies Silica Nova against the resulting claims from these third parties.

### **Article 6 - Additional and less work and changes**

1. If during the execution of the Agreement it appears that the Agreement needs to be adjusted and/or supplemented, or if further Work is required at the request of the Client to achieve the desired result for the Client, The Client is obliged to pay for the additional Work in accordance with the agreed rate. Silica Nova is not obliged to comply with this request and may require the Client to conclude an additional Agreement for this purpose.
2. If a fixed price has been agreed for the Work, Silica Nova will inform the Client about the additional costs or financial consequences of the additional work.
3. If and insofar as a fixed price has been agreed for the performance of certain Work, and the performance of that Work leads to additional Work that cannot reasonably be considered to be included in the fixed price, or the price must be increased if As a result of incorrect data provided by the Client, which are important for the determination of the price (unless Silica Nova should have discovered the inaccuracy of the data before determining the price), Silica Nova is entitled to reimburse these costs, after consultation with the Client. to be charged to the Client.
4. In the event of hidden defects, or at least unforeseen circumstances such as the presence of PFAS, Silica Nova is entitled to charge extra costs for this if these circumstances lead to extra Work.
5. Price changes as a result of amendments to the Agreement, or on the basis of legislation and regulations, must be reimbursed by the Client.

### **Article 7 - Prices and payment**

1. In principle, all prices are exclusive of turnover tax (VAT) and other tax levies. If Silica Nova (partly) carries out the assignment at the Client's location, additional costs (travel, call-out, parking and accommodation costs) will be charged, unless otherwise agreed. For Work that (must) be performed on the basis of urgency or outside office hours at the request of the Client, a surcharge may also be charged as agreed in the quotation and/or Agreement. If goods have to be sent, the Client must pay additional costs for this.
2. The Client cannot derive any rights or expectations from a budget issued in advance, unless the parties have expressly agreed otherwise. If the stated price is a target price, this target price can be adjusted during the execution of the Agreement, unless Silica Nova has warned the Client as soon as possible about the likelihood of a further exceeding, and has given the Client the opportunity to limit the work or simplify. Silica Nova cooperates, within the limits of reasonableness, on the limitation or simplification. This also applies if the price depends on the estimated time for the execution of work.
3. If (cost) price-increasing circumstances arise for Silica Nova between the date of the conclusion of the Agreement (or quotation) and its implementation as a result of laws and regulations, price changes at third parties or suppliers engaged by Silica Nova or changes in the prices of the required semi-finished products, materials, parts or currency fluctuations, import and export duties (both at home and abroad), shipping and/or delivery costs, wages, employer's contributions and/or (social) premiums, etc., Silica Nova is entitled to increase the agreed price or financial compensation and charge the Client accordingly.
4. The Client is obliged to pay the agreed down payment within the specified term before Silica Nova starts executing the Agreement. In any case, the Client is obliged to reimburse the costs for the materials in advance.
5. If the Client has a periodic payment obligation, Silica Nova is entitled to adjust the applicable prices and rates (only) in accordance with the conditions of the Agreement in writing, with due observance of a period of at least 3 months from the conclusion of the Agreement. Agreement in which prices do not rise. In the event of price increases within 3 months after the conclusion of the Agreement, the Client is authorized to terminate the Agreement by means of a written statement. If the Client has not informed Silica Nova within 30 days of notification of the price change that it wishes to make use of its right to terminate, Silica Nova may legitimately rely on the fact that the Client has agreed to the price change.
6. The Client is obliged to pay the agreed amount within the latest payment term of 14 days.
7. The client must pay these costs at once without suspension, deduction and/or settlement to the account number and details of Silica Nova made known to it. The client can only agree on a further term in which the amount owed must be paid after explicit and written permission from Silica Nova.
8. Silica Nova is entitled to set off all amounts already paid by the Client against the (outstanding) compensation owed by the Client.

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9. If a dispute arises between the parties about the number of hours spent and/or the hours charged, the time registration of Silica Nova is binding, unless the Client can demonstrate otherwise with convincing evidence to the contrary.

10. If and insofar as additional costs are incurred during the execution of the Agreement and/or there is an increased risk (in the opinion of Silica Nova), the Client must pay an additional cost for this.

### **Article 8 - Collection policy**

1. If the Client does not meet its payment obligation and has not fulfilled its obligation within the specified payment term of 14 days, the Client being a Company in default by operation of law. The Client, being a Consumer, will first receive a written reminder with a term of 14 days after the date of receipt of the reminder, in order to still meet its payment obligation, including a statement of the extrajudicial costs if it does not fulfill its obligations within that specified term, before it becomes in default.

2. From the date that the Client is in default, Silica Nova will, without further notice of default, be entitled to the statutory (commercial) interest from the first day of default until full payment and compensation of the extrajudicial costs in accordance with Article 6:96 of the Dutch Civil Code, to be calculated in accordance with the scale from the decision on compensation for extrajudicial collection costs of 1 July 2012.

3. If Silica Nova has incurred more or higher costs that are reasonably necessary, these costs are eligible for reimbursement. The judicial and execution costs incurred are also for the account of the Client.

4. In the event of non-payment in full (if the Client is in default), Silica Nova is entitled to terminate the Agreement by means of a written statement or to suspend its obligations under the Agreement, without further notice of default or judicial intervention being required, until the payment has been received by Silica Nova, or the Client has provided proper security for this.

5. Even if Silica Nova has good reasons to doubt the creditworthiness of the Client before the Client is in default with the payment, Silica Nova is entitled to terminate the Agreement without a written statement or judicial intervention.

### **Article 9 - Execution of work**

1. Silica Nova will make every effort to perform the Agreement with the greatest possible care, as may be expected of a good Contractor. All Work is performed based on a best efforts obligation, unless a result has been explicitly agreed in writing that is described in detail.

2. When performing the Work, Silica Nova is not obliged or obliged to follow the instructions of the Client if this changes the content or scope of the agreed Work. If the instructions result in additional work for Silica Nova, the Client is obliged to reimburse the additional or additional costs accordingly. All instructions, directions, advice and more are deemed to have been made under the explicit approval of the Client if they are made by employees, subordinates and/or third parties engaged by the Client. Damage as a result of unauthorized or outside the scope of the assignment of these instructions, etc. is entirely at the expense and risk of the Client.

3. Silica Nova does not apply for permits or other mandatory or non-mandatory documents and permissions from governments or other authorities. The Client is itself responsible for obtaining the necessary permits and/or necessary permissions in a timely manner. Damage and/or delay as a result of the lack of these permits or permissions will be at the expense and risk of the Client. The client explicitly indemnifies Silica Nova against all (consequential) damage as a result of the lack of permits and permissions. Silica Nova will charge the (consequential) damage to the Client, who is obliged to compensate Silica Nova for the damage.

4. Silica Nova is entitled to engage third parties for the performance of the Work at its own discretion.

5. Silica Nova has the right to advertise its company when it is working at the Client's location.

6. If the Activities are suspended at the request of the Client, the Client is obliged to pay the immediately due and payable compensation for the Activities already performed and costs incurred at that time, at Silica Nova's first request. In addition, Silica Nova is entitled to charge Client for all costs arising from the suspension (this also includes reserved hours).

7. If the execution of the Agreement cannot be resumed after the suspension period, Silica Nova is entitled to terminate the Agreement immediately and without judicial intervention, by means of a written statement to the Client. In the event of resumption of the execution of the Agreement, the Client is obliged to pay all costs of Silica Nova arising from this resumption in full.

8. The Client is obliged to ensure that:

a. All information, data and documents required for the execution of the Agreement (including maps, drawings, overviews, connections and more) are provided to Silica Nova in a timely manner and in the manner desired by Silica Nova is made available on the agreed dates and times,

b. Silica Nova is given access to the work location at the agreed dates and times, which location meets the applicable legal (safety) requirements and working conditions (whether or not in accordance with the Collective Labor Agreement). Failing this, Silica Nova shall be entitled to suspend its Work as long as these requirements are not met, without being obliged to pay compensation for any (delayed) damage.

c. Silica Nova is entitled to suspend its Activities as long as this has not been complied with, without being obliged to pay compensation for any (delay) damage during the execution of the Agreement or Work

d. Silica Nova has sufficient opportunity in a timely manner for the supply, storage and/or removal of materials and/or auxiliary materials;

e. The work location is in such a condition that Silica Nova can carry out and/or continue its Work without hindrance;

f. Silica Nova at the work location has connection options for electricity and water. The client must reimburse the costs of this. Lost working hours as a result of water or power failure are for the account of the Client;

g. The location must have sufficient facilities for the correct and complete collection of waste;

h. The other facilities reasonably desired by Silica Nova and/or its (sub)contractors must be present at the work location, without Silica Nova being charged (extra) costs for this.

9. If the Client does not meet the obligations referred to in this article in time, Silica Nova is entitled to suspend the performance of the Agreement until the Client has fulfilled its obligations. The costs in connection with the delay incurred and/or the costs for performing additional Work or other consequences arising from this will be for the account and risk of the Client.

10. If the Client fails to fulfill its obligations and Silica Nova fails to demand performance from the Client, this does not affect Silica Nova's right to demand performance at a later date.

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11. Silica Nova will deposit the released materials outside the lanes and must be removed by the Client, unless otherwise agreed. However, Silica Nova is not responsible for the released materials and any additional costs associated with it.

### **Article 10 - Delivery**

1. If the commencement, progress or delivery of the Work is delayed because, for example, the Client has not provided all the requested information or has not provided it on time, does not provide sufficient cooperation, or the payment or deposit has not been received on time by Silica Nova or due to other circumstances, which are at the expense and risk of the Client, Silica Nova is entitled to a reasonable extension of the delivery or completion period. All agreed delivery or completion times are not strict deadlines. The client must give Silica Nova written notice of default. Under no circumstances are these specified terms strict deadlines.
2. All damage and additional costs as a result of delay due to a cause referred to in paragraph 1 are for the account and risk of the Client and can be charged to the Client by Silica Nova.
3. Shipment and/or transport of the ordered goods takes place in the manner as determined by the supplier of Silica Nova, but is at the expense and risk of the Client. From the time of delivery at the agreed location, the delivered item is at the expense and risk of the Client. The client is obliged to fully cooperate with the delivery at the first request of Silica Nova. The acceptance of goods from Silica Nova by the Client is proof that the goods have been received in good condition, unless any damage is explicitly noted on the receipt.
4. If there is a phased execution, or if the Client has to give approval, Silica Nova is entitled to suspend the execution of the Agreement until the moment that the Client has given its approval. The deadline for approval is 14 calendar days. If the Client has not given approval within this period, the Client is deemed to have tacitly agreed with the delivered items.
5. Silica Nova makes every effort to complete the Work within the agreed term, insofar as this can reasonably be expected of it.
6. If reference is made to working days, this is understood to mean all (workable) calendar days except for recognized national holidays and weekends.
7. The client has an independent responsibility for the management, use and maintenance of the goods made and/or delivered by Silica Nova.
8. If Silica Nova has indicated that the work is ready to be delivered and the Client does not inspect the work within a reasonable period and accepts it, whether subject to reservation or not, or if it uses, processes or has it processed, the Client is deemed to have completed accepted the Work. Minor defects that can be repaired during the maintenance period are no reason for non-acceptance of the delivered item if this does not prevent the commissioning. After acceptance, the work is considered completed.
9. After completion, the work is at the risk of the Client. It therefore remains liable to pay the price, irrespective of the destruction or deterioration of the work due to a cause that cannot be attributed to the contractor.
10. Silica Nova is not liable for defects that the Client should reasonably have discovered at the time of delivery, except for intentional recklessness on the part of Silica Nova.
11. Silica Nova is entitled to deliver and/or perform the Work in parts, whereby each partial delivery and/or partial performance can be invoiced separately.

### **Article 11 - Maintenance**

1. If agreed, Silica Nova will carry out maintenance or repair. The scope of the maintenance obligation extends to what has been explicitly agreed by the parties. Silica Nova will inform the Client about all circumstances that may affect (the availability) of the maintenance.
2. The Client is obliged to report any defects, errors or other malfunctions in writing to Silica Nova, after which Silica Nova will repair the defects and/or make improvements in accordance with its usual procedures as soon as possible and to the best of its ability. If desired, Silica Nova is entitled to apply temporary solutions first, after which a structural solution can be devised and implemented in consultation with the Client.
3. The client is obliged to cooperate with Silica Nova on first request.

### **Article 12 - Suspension**

1. Silica Nova is authorized to suspend the fulfilment of the obligations or to terminate the Agreement immediately and with immediate effect, if:  
The Client does not, not fully or not timely fulfils the obligations under the Agreement;  
Silica Nova, after the conclusion of the Agreement on good grounds, fears that the Client will not fulfil its obligations;  
When concluding the Agreement, the Client was requested to make security or a down payment for the fulfilment of its obligations under the Agreement, and this payment is not made or is insufficient;  
If, due to delay on the part of the Client, Silica Nova can no longer be expected to fulfil the Agreement under the originally agreed conditions, Silica Nova is entitled to terminate the Agreement.  
If circumstances arise of such a nature that compliance with the Agreement in its current form cannot reasonably be expected from Silica Nova.
2. If the termination is attributable to the Client, Silica Nova is entitled to compensation from the Client.
3. If the Agreement is terminated prematurely by Silica Nova, the Parties will consult for the transfer of Work to be performed to third parties if the termination is attributable to the Client. The costs for transfer are for the account of the Client. Silica Nova will inform the Client as much as possible in advance about these costs. The Client is obliged to pay these costs within the specified period, unless otherwise agreed.

### **Article 13 - Guarantees**

1. Every guarantee is explicitly agreed in writing. Guarantees never extend further than what has been explicitly agreed.
2. Silica Nova performs the Work in accordance with the standards applicable in the industry. If any guarantee is given, this is limited to what has been expressly agreed in writing and only insofar as the guarantee has been received from the suppliers. During the warranty period, Silica Nova guarantees a sound and customary quality of the delivered.
3. The Client can only invoke the guarantee given by Silica Nova if the Client has fully complied with its payment obligations.
4. If the Client rightly invokes an agreed guarantee, Silica Nova is obliged to repair or replace the delivered goods free of charge. If in addition there is any additional damage, the applicable provisions of the liability of these general terms and conditions will be

adhered to. If repair cannot reasonably be required of Silica Nova, a Consumer is entitled to terminate the Agreement in writing or to demand a discount on the agreed price or compensation.

5. The warranty expires as soon as the warranty period has expired, the warranty obligation expires, the Client itself makes adjustments or has them made to the delivered and/or the delivered in the opinion of Silica Nova incorrectly used, treated or maintained.

**Article 14 - Transfer of risk**

The risk of theft and loss, misappropriation or damage to data, documents, software, data files and/or items used, made or delivered in the context of the execution of the Agreement, is transferred to the Client at the time on which they have actually been made available to the Client.

**Article 15 - Privacy, data processing and security**

1. Silica Nova handles the (personal) data of the Client and Users of the website with care and will only use it in accordance with the privacy statement. If requested, Silica Nova will inform the data subject.

2. If Silica Nova is required to provide security for information pursuant to the Agreement, this security will comply with the agreed specifications and a security level that, in view of the state of the art, the sensitivity of the data and the associated costs, is not unreasonable.

**Article 16 - Force majeure**

1. Silica Nova is not liable if it is unable to fulfill its obligations under the Agreement as a result of a force majeure situation.

2. Force majeure on the part of Silica Nova in any case includes, but is not limited to: (i) force majeure of suppliers of Silica Nova, (ii) failure to properly fulfill obligations of suppliers, (iii) defectiveness of goods, equipment, software or materials from third parties, (iv) government measures, (v) electricity failure, (vi) failure of the internet, data network and telecommunications facilities (for example due to: cyber crime and hacking) or of another nature, (vii) natural disasters, (viii) war and terrorist attacks, (ix) general transportation problems, (x) illness and/or strikes of Silica Nova's personnel and (xi) other situations that, in the opinion of Silica Nova, are beyond its control that affect the fulfillment of its obligations. temporarily or permanently.

3. If, in the opinion of Silica Nova, the performance of the agreed Work cannot be performed at the time or within the agreed term as a result of wet weather conditions, (night) frost, extreme heat or terrain conditions, Silica Nova has the right to interrupt and extend the Agreement for the duration of the days not worked without this leading to liability.

4. If a force majeure situation lasts longer than 2 months, the Agreement can be terminated in writing by either party. If any performance has already been performed on the basis of the Agreement, in such a case settlement will be made on a pro rata basis without any further indebtedness of each party for these performances to each other.

**Article 17 - Limitation of liability**

1. If the performance of Work by Silica Nova leads to liability of Silica Nova towards the Client or third parties, that liability is limited to the costs charged by Silica Nova in connection with the assignment (once the total invoice value, with the exception of material costs, excluding VAT) unless the damage is the result of intent or recklessness bordering on intent on the part of Silica Nova. The liability is in any case limited to the maximum amount of damage that is paid out by the insurance company per claim per year.

2. Silica Nova is not liable for consequential damage in any form whatsoever, indirect damage, trading loss, loss of profit and/or loss suffered, lost savings, damage due to business interruption.

3. If the work shows defects after delivery for which Silica Nova is (proven) liable, Silica Nova must be given the opportunity to remove the defects within a reasonable period of time, without prejudice to the liability for damage as a result of the defective delivery, unless the costs of repair would be disproportionate to the Client's interest in repair instead of compensation.

4. In case of measurements, Silica Nova is not liable for consequential damage, including ordering wrong and/or errors in materials, switching off the GPS and/or taking measurements. The Client and/or the contractor who is ultimately responsible for the performance of the Work or assignment must perform a final inspection and is responsible for this final inspection.

5. If the (consequences) of an unsound execution of the work is due to defects or unsuitability of goods originating from the Client, the consequences will be borne by the Client, unless Silica Nova has violated its warning obligation or otherwise with regard to these defects in lack of expertise or care. Silica Nova is also not liable for early commissioning of part or all of the work by the Client.

6. Silica Nova is never liable for damage resulting from subsidence of paving, soil and/or topsoil if the subsidence is not related to the application, treatment or processing thereof.

7. The Client is liable for damage to the work as a result of Work performed or deliveries performed by it or by third parties on its behalf. Damage resulting from the use of materials prescribed by the Client and/or implementation of a design originating from the Client, will also be entirely at the expense and risk of the Client.

8. Silica Nova cannot be held liable for the traffic not flowing properly at the location where the Work is performed.

9. The Client is also liable for loss and/or theft of damage to the items, tools, machines, materials and more that Silica Nova uses and/or has used and/or has in the context of the execution of the agreement during the performance of the Work at the Client's stored, including damage caused by imperfections, defects and more at the work location.

10. If, after the Agreement has been concluded, it appears that the work site or the work is contaminated, such as for example asbestos, or that the work contains contaminated materials, the Client is liable for the consequences arising from this for the execution of the work.

11. Silica Nova is not liable for damage that is or may be the result of any act or omission as a result of (incomplete and/or incorrect) information on the website or that of linked websites.

12. Silica Nova does not guarantee a correct and complete transmission of the content of and e-mail sent by or on behalf of Silica Nova, nor for its timely receipt.

13. Damage as a result of working with natural products, such as shrinkage and expansion of wood, does not lead to liability on the part of Silica Nova, unless there is intent or deliberate recklessness. Repair of damage as a result of working with used materials is considered additional work.

14. All claims of the Client due to shortcomings on the part of Silica Nova will lapse if these have not been reported to Silica Nova in writing and with reasons within two years after the Client was aware or could reasonably have been aware of the facts on which it bases its claims. Silica Nova's liability lapses two years after the termination of the Agreement between the parties.

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15. The work may entail that guarantees from third parties, including factory guarantees, will lapse. Silica Nova is not liable for damage suffered by the Client as a result of the loss of any warranty claim from third parties.

### **Article 18 - Confidentiality**

1. Silica Nova and the Client undertake to maintain the confidentiality of all confidential information obtained in the context of an Agreement. Confidentiality arises from the Agreement or from which one can reasonably expect to be confidential information.
2. If, on the basis of a statutory provision or a court decision, Silica Nova is obliged to (partly) provide the confidential information to the law or a competent court or a designated third party, and Silica Nova cannot invoke a right of nondisclosure, Silica Nova is not obliged to pay any compensation and the Client is not entitled to terminate the Agreement.
3. Silica Nova and the Client also impose the obligation of confidentiality on third parties to be engaged by them.

### **Article 19 - Indemnification and accuracy of information**

1. The Client itself is responsible for the accuracy, reliability and completeness of all data, information, documents and/or documents that it provides to Silica Nova in the context of an Agreement. The Client is also responsible for this if this data comes from third parties. If Silica Nova is aware or should reasonably have known of the inaccuracies in the order, including errors or defects in the plans, drawings, calculations, specifications or implementation instructions provided by the Client, Silica Nova is obliged to inform the Client about this. warn.
2. The client indemnifies Silica Nova from any liability as a result of failure to fulfill the obligations from the previous paragraph or to do so on time.
3. The Client indemnifies Silica Nova against claims from third parties with regard to intellectual property rights on the data and information provided by the Client, which can be used in the performance of the Agreement.
4. The Client is responsible for obtaining all permits that may be required. The client indemnifies Silica Nova against all claims as a result of the lack of permits.
5. If the Client provides Silica Nova with electronic files, software or information carriers, the Client guarantees that these are free of viruses and defects.
6. The client also indemnifies Silica Nova against all damage, fines, (mandatory) penalty payments, claims and other government measures.

### **Article 20 - Intellectual property rights**

1. All IP rights and copyrights of Silica Nova (including but not limited to all drawings, designs, models, preparatory material and more developed or made available under the Agreement) rest exclusively with Silica Nova and are not transferred to the Client.
2. The Client only acquires the rights of use and powers that it has expressly acquired under the Agreement.
3. The Client is prohibited from using the products covered by Silica Nova's intellectual property rights other than as agreed in the Agreement.
4. The Client gives Silica Nova permission to take photos of the delivered items, and/or to place the photos taken by the Client of the delivered items on its website and/or social media channels for advertising and promotional purposes.

### **Article 21 - Complaints**

1. If the Client is not satisfied with the service or products of Silica Nova or otherwise has complaints about the execution of its assignment, the Client is obliged to report these complaints as soon as possible, but at the latest within 2 weeks after the relevant reason. led to the complaint. Complaints can be reported via [info@silicanova.nl](mailto:info@silicanova.nl) with the subject "complaint", or via the telephone number provided.
2. The complaint must be sufficiently substantiated and/or explained by the Client if Silica Nova is to be able to handle the complaint.
3. Silica Nova will respond substantively to the complaint as soon as possible, but at the latest within 5 working days after receipt of the complaint.
4. The parties will try to reach a solution together

### **Article 22 - Applicable law**

1. The legal relationship between Silica Nova and the Client is governed by Dutch law.
2. Silica Nova can unilaterally change these general terms and conditions. The most current version can be found on the website. The Dutch language always prevails.
3. All disputes arising from or in connection with the Agreement between Silica Nova and the Client will be settled by the competent court of the Gelderland District Court (location Arnhem, the Netherlands) unless mandatory provisions lead to jurisdiction of another court.

Oosterwolde (Gelderland) the Netherlands, May 2nd 2022