Hoornse Hop 10, 8321 WX Urk
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KvK: 90564375
BTW: NL865364084B01

IBAN: NL08RABO0365678368

Terms and Conditions (1/6)

Article 1 – Applicability

1.1 These General Terms and Conditions apply to all offers, quotations, agreements, deliveries and works performed by I-Padel B.V., unless expressly agreed otherwise in writing.

1.2 The applicability of any purchasing conditions, general terms and conditions or other conditions of the Client is expressly rejected. If the Client refers to its own terms and conditions and declares them applicable, the General Terms and Conditions of I-Padel B.V. shall prevail, unless expressly agreed otherwise in writing.

1.3 These General Terms and Conditions also apply where I-Padel B.V. performs works as a main contractor and engages subcontractors, suppliers or other third parties for the performance of the works, regardless of whether such parties perform works directly or indirectly for the benefit of the Client.

Article 2 – Quotations and Agreements

2.1 All quotations and offers issued by I-Padel B.V. are non-binding, even if a validity period is stated therein. A quotation issued by I-Padel B.V. may still be revoked by I-Padel B.V. immediately, or at least as soon as reasonably possible, after acceptance by the Client.

2.2 The validity period of a quotation is stated in the relevant quotation.

2.3 An agreement is concluded after it has been confirmed in writing by I-Padel B.V. or once I-Padel B.V. has commenced performance of the agreement.

Article 3 – Delivery, Planning and Execution Conditions

3.1 I-Padel B.V. shall perform the agreement to the best of its knowledge, ability and professional standards. Delivery, installation and execution periods are indicative and may be exceeded as a result of unforeseen circumstances. Exceeding an agreed or stated period does not entitle the Client to compensation or termination of the agreement.

3.2 Deliveries shall take place under the conditions agreed in the agreement or quotation.

3.3 If and insofar as proper performance of the agreement requires this, I-Padel B.V. is entitled to have certain works performed by third parties.

3.4 The Client shall ensure that, prior to commencement and throughout the execution of the works, the location is fully suitable and ready for safe, professionally responsible and uninterrupted execution. The work site must be clean, sufficiently level, safe and free from obstacles, waste, construction materials and interfering works by third parties. The installation team of I-Padel B.V. must have unrestricted access to the work site and all required unloading, storage and installation areas. Access roads and the site must be suitable for the required equipment, including trucks, forklifts, cranes, aerial work platforms and other installation and transport equipment. The access route from the public road to the installation location must be sufficiently level and load-bearing. This also applies to the transition areas on both sides of doors, gates, halls and other passages. The Client shall ensure that the work site is closed off and, where necessary, secured, and shall prevent unauthorised access. Additional movements, repeated internal transport, sorting work, unpacking, manual unloading or other activities that do not form part of the agreed standard execution shall be considered additional work. Works performed by third parties must be completed on time and may not obstruct the works of I-Padel B.V. During execution, an authorised contact person of the Client must be present or immediately available. The Client shall provide in good time all drawings, dimensions, project information, safety information, information concerning cables and pipes and any other instructions required for execution.

3.5 If subcontractors of I-Padel B.V. are delayed due to circumstances attributable to the Client, including waiting time, incorrect site preparation, missing utilities or other obstructions, the resulting costs shall be charged to the Client.

3.6 I-Padel B.V. is entitled not to commence the works, to suspend the works or to withdraw its installation team in whole or in part from the site if, in the reasonable opinion of I-Padel B.V., the agreed execution conditions are not met, the safety or quality of execution cannot be guaranteed, materials, machinery, facilities, data, decisions or instructions are missing, the works are obstructed by the Client or third parties, the site is not sufficiently accessible or ready, or due payments have not been received.

3.7 I-Padel B.V. shall not be liable for any delay resulting from a situation as referred to in Article 3.6. All resulting waiting time, additional labour hours, travel, accommodation, transport, storage, demobilisation and remobilisation costs shall be borne by the Client.

Article 4 – Payment Terms

4.1 Specific payment terms shall be agreed and further specified in the quotation, order confirmation or agreement. These may include payment arrangements and possible consequences or sanctions in the event of late payment.

4.2 Unless expressly agreed otherwise, the payment term shall be fourteen days from the invoice date.

4.3 I-Padel B.V. applies a maximum retention of 5% of the relevant invoice amount. Such retention is permitted only insofar as the retained amount relates to full completion of the agreed works.

Article 5 – Warranty

5.1 I-Padel B.V. provides a warranty on products and works supplied by it. Specific warranty conditions may be further stipulated in the quotation, order confirmation, technical documentation or other documents provided to the Client.

5.2 Unless otherwise agreed in writing, the following warranty periods apply: • Non-moving parts, including steel structures: 15 years. • Moving parts, including hinges and locking mechanisms: 1 year. • Coating: 5 years, provided that the prescribed maintenance and cleaning have demonstrably been carried out. • Sealant works: 2 years. • Glass: warranty until installation if installation is carried out by I-Padel B.V., and otherwise until delivery if I-Padel B.V. only supplies the glass.

5.3 For components and products not manufactured by I-Padel B.V., including LED lighting and artificial turf, only the warranty provided by the relevant manufacturer or supplier shall apply.

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Where applicable, this information shall be stated in the quotation or product documentation.

5.4 Damage caused by incorrect use, incorrect or insufficient maintenance, unforeseen weather conditions, modifications by third parties or installation by third parties is excluded from the warranty.

Article 6 – Maintenance and Inspection

6.1 The Client is obliged to have the padel court and associated structures periodically inspected and maintained. If the padel court is installed on a foundation structure constructed by third parties, the Client must be able to provide an annual inspection report for that foundation. In the absence of such a report, the warranty may lapse.

6.2 The following conditions apply, among others, to maintenance and inspection: • Annual or six-monthly inspection with a visual report, including photographs and a signed document. • Powder coating and glass must be cleaned using pH- neutral products and without aggressive chemicals.

6.3 In the absence of a demonstrable annual maintenance report, the warranty on delivered and installed components may lapse.

6.4 Damage or defects resulting from overdue maintenance, insufficient maintenance or incorrect use are excluded from the warranty.

6.5 Cleaning and Maintenance of Galvanised and Coated Materials Hot-dip galvanised steel and steel elements provided with a proper surface treatment in accordance with VISEM quality requirements can achieve a very long service life under normal circumstances. This service life depends to a significant extent on the method and frequency of cleaning. Correct and timely cleaning affects, among other things: • Appearance: contamination affects the representative appearance and may cause loss of gloss and streaking. • Reduction of ageing: periodic cleaning helps prevent aggressive substances, including acids and salts, from attacking the protective layer. • Service life: a properly applied surface treatment can retain its aesthetic and protective properties for decades if correctly maintained. Cleaning Procedure Cleaning requires professional skill and knowledge of materials, the degree of contamination and suitable cleaning methods. Factors affecting the desired cleaning frequency include rail traffic, salt deposits, including coastal areas up to approximately 20 kilometres inland, urban or industrial pollution and the extent to which materials are naturally rinsed by rain. Indicative Cleaning Frequency Flat, rain-exposed materials: • normal exposure: once per year; • increased exposure: twice per year. Profiled, non-rain-exposed materials: • normal exposure: twice per year; • increased exposure: three times per year. Cleaning Method • Rinse with cold tap water to remove loose dirt, including sand. • Apply or mist with a neutral cleaning agent. • After the required contact time, clean manually using a white non-woven nylon hand pad. • Rinse thoroughly with tap water. Warm water of approximately 40°C is preferred. • When rinsing, account must be taken of the construction; not every part may be sprayed at every angle or pressure. Protective Maintenance Even with correct cleaning, a coating layer will age over time, particularly under strong sunlight. For aesthetic reasons, a suitable wax-based protective product may be applied after cleaning. Requirements for Cleaning and Protective Products • Products may not damage the treated materials. • Only pH-neutral products with a pH value of approximately 6 to 8 are permitted. • In case of doubt, advice may be obtained from VOM or VISEM. Nine Maintenance Tips 1. Prevent damage to the protective layer. 2. Clean correctly and on time. 3. Inspect the materials after one or two cleaning cycles. 4. Use only cleaning products that do not damage coated materials. 5. Use a white non-woven nylon hand pad and do not use steel brushes, steel wool or sandpaper. 6. Use only non-scratching and pH-neutral cleaning products. 7. Always rinse treated materials thoroughly with water. 8. If desired, protect the coating after cleaning, for example with a suitable wax-based product. 9. In case of doubt, seek advice from VOM or VISEM.

Article 7 – Liability

7.1 The liability of I-Padel B.V. for damage arising from or related to the performance of an agreement is limited to a maximum of the invoiced amount of the relevant products or services to which the liability relates.

7.2 I-Padel B.V. shall not be liable for indirect damage, consequential damage, business losses, business interruption or loss of profit.

7.3 The Client shall indemnify I-Padel B.V. against third-party claims in connection with the use of the products or services supplied, insofar as such claims are not the direct result of an attributable failure by I-Padel B.V.

7.4 Damage resulting from incorrect use or improper installation outside the responsibility of I-Padel B.V. is excluded from liability.

7.5 I-Padel B.V. is not liable for errors, delays or damage caused by subcontractors or other third parties selected, engaged or instructed by the Client, including groundworkers, paving contractors, electrical installers and other external parties.

7.6 Advice provided by I-Padel B.V., including advice relating to foundations, noise, construction, positioning and layout, is advisory in nature and does not release the Client from any independent duty to investigate or responsibility.

Article 8 – Completion and Complaints

8.1 Once the Client has been informed by or on behalf of I-Padel B.V. that the agreed works have been completed, the Client shall cooperate with inspection and completion.

8.2 The works shall be deemed completed as soon as: • the completion document has been signed by the Client; • the Client places the padel court, installation or delivered works into use, in whole or in part; • the Client fails to reasonably cooperate with completion within two working days after notification of completion; or • only minor outstanding items remain which do not prevent normal use.

8.3 Visible defects, damage or deviations must be recorded in writing and sufficiently specified during completion. Visible defects that were reasonably apparent at the time of completion but were not reported shall be deemed accepted.

8.4 Hidden defects must be reported to I-Padel B.V. in writing within a reasonable period and no later than five working days

after discovery, together with a clear description and, where reasonably possible, photographs or other visual material.

8.5 Minor defects or minor outstanding items that do not prevent normal use and can be remedied within a reasonable period do not constitute grounds for refusal of completion or suspension of the full payment obligation.

8.6 The Client must always first provide I-Padel B.V. with a reasonable opportunity to inspect a reported defect and, if I-Padel B.V. is responsible for it, to remedy it within a reasonable period.

8.7 If the Client carries out repairs itself or engages third parties without first giving I-Padel B.V. a reasonable opportunity to inspect and remedy the defect, the Client shall not be entitled to reimbursement of such costs by I-Padel B.V., except in a demonstrable emergency where immediate action was necessary to prevent serious damage.

8.8 Submission of a complaint does not suspend the Client's payment obligations.

Article 9 – Additional Installation and Project Conditions Additional Execution Costs

9.1 If execution is delayed, interrupted or rendered impossible due to circumstances not attributable to I-Padel B.V., I-Padel B.V. is entitled to charge a fee of €2,500 excluding VAT per installation team per commenced working day. This fee applies, among other things, if: • materials are missing, incomplete or damaged; • the foundation or sub-base falls outside agreed specifications or tolerances; • the work site is not ready, safe or accessible; • required electricity, machinery, equipment or operators are missing; • works by third parties prevent installation; or • the installation team must wait for access, information, instructions, approvals or decisions.

9.2 If demonstrable personnel, travel, accommodation, transport, storage, equipment or subcontractor costs exceed the amount referred to in Article 9.1, I-Padel B.V. is entitled to charge the actual higher costs incurred.

9.3 Manual unloading, additional internal transport, extra movements, re-sorting or unpacking of materials and other activities outside the agreed standard execution shall be charged additionally at the rates applicable at that time by I-Padel B.V.

9.4 If I-Padel B.V. is required to return to the site as a result of circumstances outside its control, additional travel, accommodation, transport, mobilisation and other demonstrable costs shall be payable in addition to the aforementioned daily fee.

9.5 Where the Client engages its own subcontractors, for example for groundworks, electrical works, paving or other activities, I-Padel B.V. shall not be responsible for their planning, coordination or consequential damage resulting from incorrect or delayed execution by such parties. Weather Conditions

9.6 I-Padel B.V. is entitled to temporarily suspend installation, construction and other works if weather conditions, in the reasonable opinion of I-Padel B.V., make safe or professionally responsible execution impossible.

9.7 Such conditions include, but are not limited to, strong winds, rain, snow, ice, thunderstorms, storm warnings, extreme heat or cold, wet or frozen ground, insufficient curing of the foundation or sub-base and conditions in which lifting equipment, cranes, glass robots or aerial work platforms cannot be used safely.

9.8 I-Padel B.V. shall determine whether execution is responsible, taking into account applicable safety regulations, manufacturer instructions, weather warnings and the assessment of its site supervisor.

9.9 The first full weather delay day per project shall be considered a shared risk day. Travel, accommodation, transport, equipment and other execution costs already incurred may still be charged. From the second full or partial weather delay day onwards, I-Padel B.V. is entitled to charge the daily fee referred to in Article 9.1 and any demonstrable additional costs. Foundation, Sub-base and Civil Works

9.10 The Client is responsible for the bearing capacity, stability, dimensional accuracy, flatness, level, drainage, curing and suitability of the foundation and sub-base.

9.11 Unless expressly agreed otherwise in writing, I-Padel B.V. does not carry out structural, geotechnical or civil engineering inspections of works performed by the Client or third parties.

9.12 Any measurement, visual inspection or practical check performed by I-Padel B.V. shall be regarded solely as an execution check and shall not constitute approval, certification or assumption of civil engineering, geotechnical or structural responsibility.

9.13 I-Padel B.V. shall not be liable for damage, defects, delays, deviations or consequential damage resulting from, among other things: • insufficient flatness; • incorrect dimensions; • level differences; • subsidence or settlement; • cracking; • insufficient bearing capacity; • insufficient curing; • poor drainage; • defective drainage systems; • errors relating to cables or pipes; or • other deficiencies in civil works performed outside the responsibility of I-Padel B.V.

9.14 If repair, adjustment, re-levelling, dismantling, reassembly or additional works become necessary as a result of the circumstances referred to in Article 9.13, these works shall be regarded as additional work and all resulting costs shall be borne by the Client.

9.15 Damage such as deformation, misalignment, loosening of fasteners, visible or perceptible deviations in artificial turf, movement of structural elements or glass breakage resulting from movement, settlement or deviations in the foundation or sub-base is excluded from the warranty and liability of I-Padel B.V. Additional Execution Conditions for Indoor Padel Courts

9.15a Foundation investigations and structural design assumptions. The Client is responsible for providing all soil investigations, cone penetration tests, geotechnical reports, foundation advice and structural calculations required for the project in good time, unless expressly agreed in writing that I-Padel B.V. will arrange these services. Where I-Padel B.V. carries out or commissions foundation works as main contractor or subcontractor, such works shall be based on the available technical documentation prepared or reviewed by competent specialists. If necessary investigations, advice or calculations

are missing, incomplete or not provided in time, I-Padel B.V. may suspend the works until adequate technical substantiation is available. If the Client, despite a written warning, decides not to commission necessary investigations or calculations, the resulting risks and consequences, including subsidence, settlement, cracking, insufficient bearing capacity and necessary remedial works, shall be borne by the Client insofar as they result from the absence of such investigations or calculations and to the extent permitted by law. I-Padel B.V. shall not be liable for damage demonstrably resulting from incorrect, incomplete or missing technical assumptions supplied by the Client, except insofar as such damage results from a breach attributable to I-Padel B.V.

9.16 For the installation of indoor padel courts, the existing floor must be clean, sufficiently level, undamaged, sufficiently cured and suitable for installation and the fastening systems used.

9.17 The floor must have a maximum deviation of 3 mm over a measuring length of 3 metres, unless expressly agreed otherwise in writing.

9.18 If the local floor deviation exceeds 15 mm over a measuring length of 3 metres, I-Padel B.V. is entitled not to commence installation or to suspend installation until a technically responsible solution has been agreed with the Client.

9.19 If the padel structure is anchored into a concrete floor, the concrete floor must be at least 150 mm thick and must have sufficient quality and strength for the anchors and fastening systems used, unless a different structural solution has been agreed in writing.

9.20 Loose or poorly bonded coatings, insufficient concrete quality, cracks, hollow areas or other defects in the floor fall outside the responsibility of I-Padel B.V.

9.21 The minimum clear installation height inside the hall is 6 metres, unless otherwise agreed in writing in advance.

9.22 Materials must be capable of being unloaded within a maximum distance of 10 metres from the installation location, unless otherwise agreed in writing in advance.

9.23 The minimum clear access dimensions to the location are 3.50 metres wide and 2.75 metres high, unless larger dimensions or alternative transport methods have been agreed in advance. If larger access dimensions are required due to the dimensions, weight or transport method of the materials to be supplied, the larger dimensions stated in the quotation, installation plan or other project documentation shall apply.

9.24 Not only the doorway, gate or passage itself, but also the route leading to it and the transition on both sides of the access point must be sufficiently level, load-bearing, clear and accessible for the required transport and installation equipment.

9.25 A suitable electrical supply must be available for each padel court for connection of the LED lighting.

9.26 The Client is obliged to notify I-Padel B.V. in writing in advance of all existing cables, pipes, underfloor heating, drainage, electrical installations, water pipes and other concealed services.

9.27 Damage to concealed services that were not reported in advance or were incorrectly indicated and that results from normal drilling, anchoring or installation works shall be for the account and risk of the Client.

9.28 If the above execution conditions are not met, I-Padel B.V. is entitled to charge necessary repair, modification, waiting, travel and additional installation works as additional work. Additional Work

9.29 Works not included in the original agreement or quotation, or which become necessary as a result of changes, additional requests, deviations, missing provisions or circumstances during execution, shall be considered additional work.

9.30 Additional work shall be carried out at the rates applicable at that time by I-Padel B.V. and may result in additional costs, additional execution days and extension or alteration of the planning.

9.31 I-Padel B.V. is not obliged to commence additional work before the Client has accepted the price and planning consequences in writing.

9.32 If immediate action is necessary to protect persons, materials or structures, to limit damage or to prevent further delay, I-Padel B.V. is entitled to carry out and charge for the reasonably necessary additional work without a prior written instruction.

9.33 Instructions and orders issued by the authorised contact person designated by the Client shall be deemed to have been validly issued on behalf of the Client. Incidents and Deviations During Execution

9.34 If a situation, incident or deviation arises during execution as a result of which the works cannot be carried out according to schedule or in the agreed manner, I-Padel B.V. shall, where reasonably possible, record the situation.

9.35 The Client or the contact person designated by the Client shall be informed as soon as reasonably possible.

9.36 Where reasonably possible, the parties shall jointly seek a practical and technically responsible solution.

9.37 Any consequences for planning, execution, additional works and costs shall be determined in accordance with the provisions relating to additional work and additional execution costs in these General Terms and Conditions.

Article 10 – Permits

10.1 If the application for or handling of a required permit is not expressly included in the scope of I-Padel B.V. in writing, I-Padel B.V. shall not be responsible for obtaining, rejection, withdrawal or delay of such permit.

10.2 In that case, applying for and obtaining the required permits, approvals and exemptions shall be entirely for the account and risk of the Client.

10.3 Certificates and technical product documentation. Before signing the quotation, the Client must notify I-Padel B.V. in writing of any specific certificates, inspection reports, test results, product declarations and other technical documentation required for the project. This includes documentation relating to fire safety, artificial turf, lighting, glass, steel structures and other products or materials supplied.

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The Client is responsible for identifying project-specific requirements arising from permits, regulations, competent authorities or other applicable rules in good time, unless otherwise agreed in writing.

10.4 Consequences of additional documentation requirements. Before conclusion of the agreement, I-Padel B.V. shall indicate whether the certificates and technical documentation specified in writing in advance are available or can be provided. If additional or different certification, technical documentation or product characteristics not previously specified in writing are requested after the quotation has been signed, changes to material selection, product specifications, pricing and scheduling may be required. Any resulting additional costs, changes and delays shall be borne by the Client insofar as they do not result from I-Padel B.V.'s failure to meet expressly agreed or legally mandatory requirements. I-Padel B.V. shall not be obliged to supply alternative products or additional certification without prior written agreement on the financial and scheduling consequences.

Article 11 – Applicable Law and Disputes

11.1 All offers, agreements and these General Terms and Conditions shall be governed exclusively by Dutch law.

11.2 Disputes arising from or related to an agreement with I-Padel B.V. shall in the first instance be submitted to the competent court in the district in which I-Padel B.V. has its registered office, unless mandatory law provides otherwise.

Article 12 – Main Contracting and Subcontractors

12.1 Where I-Padel B.V. acts as main contractor, it is entitled to subcontract parts of the works to specialised third parties.

12.2 Subcontractors engaged by I-Padel B.V. work under the responsibility of I-Padel B.V., unless the works concerned have expressly been instructed or agreed directly by the Client with a third party.

12.3 I-Padel B.V. shall not be liable for errors, defects or delays caused by subcontractors or other third parties selected or instructed directly by the Client.

12.4 If damage arises because the Client independently carries out works or has third parties carry out works without prior written approval from I-Padel B.V., warranties relating to affected products, structures or works may lapse.

Article 13 – Retention of Title

13.1 All products, materials and components supplied by I-Padel B.V. shall remain the full property of I-Padel B.V. until the Client has fully complied with all payment obligations arising from the agreement, including the principal amount, interest, costs and any additional works.

13.2 As long as ownership has not passed to the Client, the Client may not sell, pledge, lease or otherwise transfer the supplied products to third parties, unless this takes place in the ordinary course of business and I-Padel B.V. has given prior written consent.

13.3 If the Client fails to fulfil its payment obligations on time, I-Padel B.V. is entitled, insofar as legally permitted, to repossess or have the supplied products dismantled. The Client shall in such case grant I-Padel B.V. the access to the location reasonably required to exercise its rights under the retention of title.

13.4 All costs relating to dismantling, removal, transport, storage and reprocessing of the products shall be borne by the Client. These costs include labour, transport, equipment and all other costs reasonably necessary for removal.

13.5 If products can no longer be sold as new as a result of installation, use or dismantling, I-Padel B.V. is entitled to charge the resulting depreciation to the Client.

13.6 The retention of title shall, insofar as legally possible, also remain applicable if the supplied products have already been installed, incorporated or have become part of an installation, structure or building.

Article 14 – Delivery Without Installation

14.1 If I-Padel B.V. only supplies products or materials and is not responsible for installation or assembly, the risk in the delivered products shall pass to the Client at the time of delivery.

14.2 The Client shall in that case be fully responsible for correct installation, assembly, processing and use of the supplied products.

14.3 I-Padel B.V. shall not be liable for damage, defects or deviations resulting from incorrect assembly, installation, processing or use by the Client or third parties engaged by the Client.

14.4 Any warranty on delivered products may lapse if installation or assembly has not been performed in accordance with instructions provided by I-Padel B.V. or applicable technical requirements.

Article 15 – Artificial Turf and Tolerances

15.1 Minor deviations and changes may occur during the production, delivery, installation and use of artificial turf which are inherent to the material, the production process, the installation and its use. Such deviations shall not be considered defects insofar as they remain within customary production, material and installation tolerances.

15.2 Deviations in, among other things, colour, fibre direction, pile direction, structure, seams, line positioning and infill distribution that remain within customary tolerances shall not be considered defects.

15.3 Slightly visible seams, differences in fibre direction, minor colour variations and other minor visual differences between different sections or rolls of artificial turf may occur and shall not, in themselves, constitute grounds for rejection, replacement, repair or compensation.

15.4 Artificial turf is subject to natural dimensional changes as a result of, among other things, temperature variations and climatic conditions. Following production and installation, the artificial turf may adjust to the conditions at the location, which may result in shrinkage, expansion or other dimensional changes. Normal and uniform dimensional changes or shrinkage shall be considered an inherent material characteristic and not a defect, provided that such changes remain within the technical specifications and customary tolerances applicable to the relevant product.

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15.5 I-Padel B.V. shall not be liable for visible or perceptible irregularities, deformation, differences in height, wrinkling, water accumulation, changes to seams or other deviations in the artificial turf that are wholly or partly caused by the subfloor, foundation, drainage, settlement, subsidence, existing structures or other circumstances beyond the control of I-Padel B.V.

15.6 If the Client or a third party uses infill sand or other infill material other than that supplied, prescribed or approved in writing by I-Padel B.V., I-Padel B.V. shall not be liable for any damage, accelerated wear, reduced playing characteristics or other defects resulting therefrom.

15.7 The Client is responsible for the correct use and periodic maintenance of the artificial turf in accordance with the maintenance instructions provided by I-Padel B.V. and/ or the manufacturer. This includes, among other things, removing contamination, regularly brushing the playing surface, and checking, replenishing and evenly distributing the infill material. Damage or accelerated wear resulting from insufficient or improper maintenance shall not be covered by the warranty.

15.8 Normal wear and tear resulting from the use of the artificial turf shall not be considered a defect and shall not be covered by the warranty. The degree and rate of wear may be influenced by, among other things, intensity of use, type of use, maintenance, weather conditions, footwear and the quantity and distribution of infill.

15.9 Damage to or deformation of the artificial turf resulting from excessive heat or concentrated solar reflection shall not be covered by the warranty. This includes, but is not limited to, heat or reflection caused by glass walls of padel courts, windows, glass façades, metal surfaces, dark covering materials or other reflective or heat-absorbing objects in or around the playing area.

15.10 The prolonged placement or storage of materials or objects on the artificial turf that may absorb, retain or reflect heat, including dark covers, metal objects, hoses, machinery or construction materials, shall be at the Client’s risk. Any resulting damage or deformation shall not be covered by the warranty.

15.11 If the artificial turf or any part thereof is repaired or replaced under warranty, this shall not restart or extend the original warranty period. The remaining original warranty period shall continue to apply to the repaired or replaced section, unless otherwise agreed in writing.

15.12 If the originally supplied type, colour or specification of artificial turf is no longer available at the time of repair or replacement, I-Padel B.V. shall be entitled to use a technically and qualitatively equivalent or comparable product. Differences in colour, structure, fibre, appearance or other visual characteristics compared with the original artificial turf shall, in such case, not constitute grounds for rejection or compensation.

15.13 The provisions of this Article shall apply to all artificial turf supplied and/or installed by I-Padel B.V., irrespective of brand, type, country of manufacture or manufacturer, unless expressly agreed otherwise in writing.

Article 16 – LED Lighting

16.1 If LED lighting is supplied as part of a padel court or project, the provisions of this article shall apply.

16.2 For LED luminaires, drivers and other electrical components not manufactured by I-Padel B.V., only the warranty provided by the relevant manufacturer or supplier shall apply. The duration and scope of such warranty shall be determined by the manufacturer or supplier and may differ per product.

16.3 I-Padel B.V. shall not be liable for failures or defects resulting from external factors, including voltage problems, lightning strikes, incorrect electrical connections, modifications to the installation, improper use or installation by third parties.

16.4 If a malfunction or defect is reported, I-Padel B.V. is entitled to inspect the system or have it inspected by a third party.

16.5 If inspection shows that a defect is not covered by the manufacturer’s warranty or results from external circumstances or incorrect installation, I-Padel B.V. is entitled to charge the Client for inspection costs, call-out charges, labour hours and any transport costs.

16.6 Where repair or replacement falls outside the applicable warranty, all costs for repair, replacement, labour, transport and any additional works shall be charged in full to the Client.

16.7 If LED lighting is connected or installed by or on behalf of I-Padel B.V., call-out charges, labour and material costs may be charged for service visits or inspections unless it has been established in writing that the defect falls under the applicable manufacturer’s warranty.

16.8 Lighting calculations, lighting levels and illumination values are based on theoretical assumptions and standard conditions. Deviations resulting from environmental factors, positioning, reflections from surrounding objects or other external influences fall outside the responsibility of I-Padel B.V.

Article 17 – Force Majeure

17.1 Force majeure means circumstances beyond the reasonable control of I-Padel B.V. as a result of which performance of the agreement becomes wholly or partly impossible, temporarily impossible or unreasonably burdensome. Such circumstances include, but are not limited to: • extreme weather conditions; • fire; • flooding; • war; • terrorism; • epidemics or pandemics; • strikes; • government measures; • border closures; • import or export restrictions; • material shortages; • energy or communication failures; • transport problems; and • exceptional and reasonably unavoidable unavailability of personnel, suppliers or subcontractors.

17.2 During a force majeure event, the obligations of I-Padel B.V. shall be suspended to the extent necessary and agreed periods shall be extended accordingly. I-Padel B.V. shall not be liable for delay or consequential damage resulting from such circumstances.

17.3 I-Padel B.V. is not obliged during force majeure to procure substitute capacity, materials, transport, personnel, suppliers or subcontractors at significantly higher costs.

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17.4 If a force majeure event continues for more than sixty days, I-Padel B.V. is entitled to terminate the agreement in whole or in part in writing without being liable for damages.

17.5 Works already performed, products already delivered and demonstrable costs already incurred shall remain payable in the event of termination due to force majeure.

Article 18 – International Projects

18.1 All offers, agreements and deliveries of I-Padel B.V., irrespective of the country in which the project is carried out, shall be governed exclusively by Dutch law.

18.2 The applicability of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.

18.3 Disputes arising from or related to agreements with I-Padel B.V. shall, insofar as legally permitted, be submitted exclusively to the competent court in the district in which I-Padel B.V. has its registered office, unless mandatory law provides otherwise.

18.4 The Client remains responsible for compliance with local laws and regulations, permits and other requirements applicable to the project in the country of execution, unless expressly agreed otherwise in writing.

Article 19 – Final Provisions

19.1 Additional technical conditions, maintenance instructions, installation conditions, product specifications and other project-specific provisions may form part of a quotation, agreement, order confirmation or separate technical documentation.

19.2 If a project-specific written provision deviates from these General Terms and Conditions, the project-specific provision shall prevail only insofar as it expressly appears that the parties intended to deviate from these General Terms and Conditions.

19.3 If one or more provisions of these General Terms and Conditions are void, voidable or otherwise unenforceable, the remaining provisions shall remain fully effective. In such case, the parties shall, insofar as possible, replace the relevant provision with a valid provision that corresponds as closely as possible in content and purpose with the original intention.

19.4 This version of the General Terms and Conditions replaces all previous versions and shall apply from the date of publication.