



Hoornse Hop 10, 8321 WX Urk
Telefoonnr: + 31 52 72 100 40

KvK: 90564375
BTW: NL865364084B01

IBAN: NL08RABO0365678368

Terms and Conditions (1/3)

Article 1 – Applicability

1.1 These terms and conditions apply to all offers, quotations, agreements and deliveries of I-Padel B.V., unless expressly agreed otherwise in writing.

1.2 The applicability of any purchasing or other terms and conditions of the customer is expressly rejected. If the customer refers to its own conditions and declares them applicable, the general terms and conditions of I-Padel B.V. shall prevail, unless expressly agreed otherwise in writing. These terms and conditions also apply where I-Padel B.V. performs work as main contractor and uses subcontractors or third parties, regardless of whether they work directly or indirectly for the customer.

Article 2 – Quotations and Agreements

2.1 All offers from I-Padel B.V. are without obligation, even if a validity period is stated. An offer from I-Padel B.V. may still be withdrawn by I-Padel B.V. immediately, or at least as soon as reasonably possible, after it has been accepted by the customer.

2.2 The validity of offers is stated in the offer itself.

2.3 An agreement is concluded after written confirmation by I-Padel B.V. or after I-Padel B.V. has commenced performance of the agreement.

2.4 There are no specific formal requirements for the customer with regard to the submission of orders.

Article 3 – Delivery and Planning

3.1 I-Padel B.V. will execute the agreement to the best of its knowledge and expertise. Delivery terms are indicative and may be exceeded due to unforeseen circumstances. Failure to meet the delivery term does not entitle the customer to compensation or dissolution.

3.2 Deliveries take place under the conditions agreed between the parties.

3.3 Insofar as a proper performance of the agreement so requires, I-Padel B.V. is entitled to have certain work carried out by third parties.

3.4 If delivery, installation or completion is delayed as a result of actions of third parties or due to defects at the location that lie outside the control of I-Padel, I-Padel reserves the right to charge any additional costs incurred. The customer is responsible for providing the construction site free, accessible and ready for construction, including a stable sub-base, correct drainage, and the timely provision of information regarding existing cables, pipes and drainage.

3.5 I-Padel B.V. is not liable for delay or damage arising because the subsoil, ground conditions or existing structures deviate from the information supplied by the customer.

3.6 If subcontractors incur delays due to circumstances on the customer's side (such as waiting time, incorrect site preparation, missing utilities), these costs will be passed on to the customer.

3.7 I-Padel B.V. is not liable for settlement, subsidence, tilting, flooding or other damage that is (partly) the result of incorrect ground conditions, incomplete investigation or improperly executed foundation works by third parties.

Article 4 – Payment Terms

4.1 Specific payment terms are agreed upon in consultation and may include conditions, payment schedules and sanctions in case of late payment. Unless expressly agreed otherwise in writing, the standard payment term is **14 days** from invoice date.

4.2 If payment is not received within the agreed payment term, I-Padel B.V. will issue a first payment reminder free of charge.

4.3 If payment remains outstanding after the first reminder, the customer will be charged a fixed administration fee of € 250 per reminder for each subsequent payment reminder. These administration costs do not affect any other rights of I-Padel B.V., including the right to charge interest, suspend activities or initiate collection measures.

4.4 If agreed (installment) payments prior to production, delivery, construction or installation are not paid in time, I-Padel B.V. is entitled to suspend or refrain from commencing its activities.

4.5 In the event of late payment as referred to in clause **4.4**, the customer is obliged to reimburse all costs already incurred and yet to be incurred by I-Padel B.V. This includes, but is not limited to, personnel costs, production costs, transport costs, truck costs, rental of equipment and tools, planning hours and other preparatory and reservation costs. These costs will be increased by a fixed surcharge of **30%** to cover planning, reservation and risk.

4.6 If I-Padel B.V. nevertheless starts or continues the activities without having received the agreed payments, the cost reimbursement and surcharge as stated in clause **4.5** shall remain fully applicable.

4.7 Any suspension or postponement due to late payment results in the lapse of the original planning. Activities will be rescheduled based on the availability and planning of I-Padel B.V.

4.8 I-Padel B.V. allows a maximum retention of **5%** of the invoice amount, payable only after full completion and solely in case of acknowledged and documented serious defects that demonstrably affect structural safety or certification.

4.9 Suspension of payment is not permitted in case of aesthetic or minor visible defects, including minor scratches, small coating or sealing imperfections, adjustments or other issues that do not hinder normal use.

Article 5 – Warranty

5.1 I-Padel B.V. provides a warranty on the products it supplies, whereby the specific warranty conditions will be set out and provided to the customer.

5.2 The warranty is as follows:

- Non-moving parts (steel structure): 15 years
- Moving parts (such as hinges and locks): 1 year
- Coating: 5 years, subject to demonstrably correct maintenance and cleaning as prescribed
- Sealant (kit): 2 years
- Glass: warranty up to the moment of installation if installed by I-Padel, and otherwise up to the moment of delivery if I-Padel only supplies the glass

5.3 For components and products not manufactured by I-Padel, such as LED lighting and artificial turf, the warranty issued by the respective manufacturer applies. This information is stated in the quotation.

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



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Article 6 – Maintenance and Inspection

6.1 The customer is obliged to have the padel court periodically inspected and maintained. If the padel court is installed on a foundation structure constructed by third parties, the customer must provide an annual inspection report of that foundation. In the absence of such a report, the warranty lapses.

6.2 Maintenance and inspection requirements:

- Annual or semi-annual inspection with a visual report, including photos and a signed document.
- Cleaning of powder coating and glass must be carried out using pH-neutral products and without aggressive chemicals.

6.3 If no annual maintenance report can be provided, the warranty on supplied and installed components lapses.

6.4 Damage or defects resulting from overdue maintenance or improper use are excluded from the warranty.

6.5 Cleaning and maintenance of galvanized and coated materials

General

Hot-dip galvanized steel or steel elements that have been provided with an adequate surface treatment in accordance with the Visem Quality Requirements will under normal conditions ensure a very long service life. This service life depends to a large extent on the method and frequency of cleaning. Correct and timely cleaning has an impact on:

- Appearance: contamination affects the representative appearance and causes loss of gloss and streaking.
- Limiting ageing: periodic cleaning prevents aggressive substances (acids, salts, etc.) from attacking the protective layer.
- Service life: a properly applied surface treatment will retain its aesthetic and protective properties for decades with correct maintenance.

Cleaning approach

Cleaning requires expertise and knowledge of materials, degree of contamination and cleaning methods. Factors that affect the cleaning frequency include, among others: rail traffic, salt deposits (coastal areas up to 20 km inland), urban or industrial pollution. The degree of irrigation also plays a role.

Indicative cleaning frequency:

- **Flat, rain-exposed surfaces:**
Normal exposure: once per year
High exposure: twice per year
- **Profiled, non-rain-exposed surfaces:**
Normal exposure: twice per year
High exposure: three times per year

Cleaning method

- Rinse with cold mains water to remove loose dirt (e.g. sand).
- Apply or spray a neutral cleaning agent ("mist application").
- After soaking time, clean manually with a white hand pad (non-woven nylon).
- Rinse thoroughly with mains water (warm water, approx. 40°C, is preferred).
- Exercise caution: not all surfaces may be sprayed from every angle.

Conservation maintenance

Even with correct cleaning, a coating will age, particularly under strong sunlight. For aesthetic reasons, treatment with a wax-like product after cleaning can be useful.

Requirements for cleaning and conservation products:

- Products must not attack the materials.
- Only pH-neutral products (pH 6–8) are permitted.
- In case of doubt, advice can be requested from VOM or VISEM.

Nine tips for maintenance:

1. Avoid damage to the protective layer.
2. Clean in good time and correctly.
3. Inspect after one or two cleaning cycles.
4. Only use products that do not attack coated materials.
5. Use a white non-woven nylon hand pad; do not use wire brushes, steel wool or sandpaper.
6. Use non-scratching and pH-neutral cleaning agents.
7. Always rinse thoroughly with water.
8. Preserve the protective layer after cleaning, for example with wax.
9. In case of doubt, ask VOM or VISEM for advice (tel. +31 (0)30-630 03 90).

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 the invoice amount of the relevant products or services.

7.2 I-Padel is not liable for consequential damage, business interruption or loss of profit.

7.3 The customer indemnifies I-Padel against claims from third parties in connection with the use of the supplied products or services.

7.4 Damage arising as a result of improper use or unprofessional installation outside I-Padel is excluded from liability.

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

7.6 I-Padel B.V. is not liable for damage resulting from settlement, unstable subsoil, insufficient drainage or flooding.

7.7 All advice (for example regarding foundations, noise, structural design, layout) is non-binding and does not release the customer from its own duty to investigate.

Article 8 – Complaints and Returns

8.1 Complaints must be reported in writing and substantiated no later than 5 days after discovery.

8.2 If damage occurs during transport or delivery, this must be reported immediately in writing with photographic evidence.

8.3 Completion and inspection: as soon as I-Padel B.V. or a representative acting on its behalf informs the customer that the goods or work have been completed, the customer must inspect them for defects.

8.4 Minor defects that can be remedied within 30 days and that do not impede use do not constitute grounds for rejecting the goods.

8.5 Hidden defects must be reported in writing within five days of discovery.

8.6 If the customer does not complain in time, I-Padel is not obliged to take any action or pay any compensation.

8.7 The payment obligation remains in force even in the event of complaints.



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Article 9 – Retention of Title

9.1 All products delivered by I-Padel B.V. remain the property of I-Padel B.V. until the customer has fulfilled all payment obligations fully and on time.

Article 10 – Additional Installation and Project Conditions

10.1 If I-Padel B.V. deploys materials or personnel for installation or delivery and these are delayed or hindered by circumstances beyond its control (such as negligence by third parties or changes in the client's planning), I-Padel B.V. reserves the right to charge the additional costs incurred.

10.2 Any damage, waiting time, unnecessary transport costs or additional labour hours caused by incorrect information or delays on the customer's side may be charged on.

10.3 Where the customer engages its own subcontractors (e.g. for groundworks, electrical works, paving), I-Padel B.V. is not responsible for planning, coordination or consequential damage resulting from defective performance.

Article 11 – Permits

11.1 If the application for or handling of a required permit is not explicitly taken care of by I-Padel, I-Padel is not responsible for any refusal or delay. Obtaining permits is at the customer's own expense and risk.

Article 12 – Applicable Law and Disputes

12.1 All agreements with, and these general terms and conditions of, I-Padel B.V. are governed exclusively by Dutch law.

12.2 Disputes will in the first instance be submitted to the competent court in the district in which I-Padel B.V. has its registered office.

Article 13 – Main Contractor Role and Subcontractors

13.1 When I-Padel acts as main contractor, it may subcontract parts of the work to specialised third parties.

13.2 These subcontractors act under the responsibility of I-Padel unless the work concerned has explicitly been commissioned by the customer to a third party.

13.3 I-Padel is not liable for errors by subcontractors that are directly selected or instructed by the customer.

13.4 If damage occurs because the customer carries out work independently or engages third parties without prior written approval from I-Padel, all warranties lapse.

Final Provision

Additional technical conditions, maintenance instructions and product specifications are provided upon request or upon completion of a project. This version replaces earlier conditions and is valid from the date of publication.