

GENERAL TERMS AND CONDITIONS OF PURCHASE

Article 1

These purchasing conditions apply to all orders placed by Holiday Ice B.V. with the supplier (hereinafter referred to as 'the counterparty') and to all other agreements concluded by Holiday Ice B.V. with the counterparty under which Holiday Ice B.V. purchases a product and/or service from the counterparty. The general terms and conditions (of delivery and/or sale) of the counterparty do not apply and are expressly rejected by Holiday Ice B.V.

These purchase conditions apply unless they have been deviated from by the parties in writing in the agreement.

Article 2

The price agreed between the parties is fixed and is not subject to change during the term of the agreement.

The product and/or service purchased by Holiday Ice B.V. must be delivered at the agreed time at Holiday Ice B.V.'s location. The delivery costs, including transport costs, are payable by the counterparty.

Article 3

Holiday Ice B.V. reserves the right to refuse a product and/or service, at no cost to Holiday Ice B.V., if the product and/or service does not meet the specifications, delivery date and/or place of delivery agreed between the parties. Holiday Ice B.V. will in that event be entitled to return any products to the counterparty, the costs of which will be payable by the counterparty.

Taking delivery of products and/or services by Holiday Ice B.V. does not signify acceptance of these products and/or services in good condition or quality.

If products and/or services are refused by Holiday Ice B.V., this is deemed to have happened because the product or service in question is non-conforming. The counterparty will in that event be obliged to reimburse all direct and indirect costs resulting from that non-conformity.

Holiday Ice B.V. will in no event be bound by the obligations imposed by the counterparty regarding submitting complaints and/or time limits for submitting complaints Provisions stipulating that Holiday Ice B.V. forfeits rights if it fails to submit a complaint or to do so in time may be invoked against Holiday Ice B.V.

Article 4

The title and risk to products purchased by Holiday Ice passes to Holiday Ice B.V. at the time of delivery, unless:

(i) otherwise agreed, or

(ii) the products are refused by Holiday Ice B.V. upon or after delivery in accordance with the provisions of article 3.

The counterparty is obliged, at its own expense and risk, to take out insurance against transport damage.

Article 5

The counterparty may not have products and/or services ordered by Holiday Ice B.V. delivered by a third party, unless otherwise agreed in writing.

Article 6

The counterparty guarantees that the products or services it delivers to Holiday Ice B.V. will comply with the agreement.

The counterparty guarantees that the products and/or services provided will not infringe any third-party rights. The counterparty agrees to indemnify Holiday Ice B.V. against any third-party claims relating to the products and/or services delivered and/or to be delivered by the counterparty.

The counterparty is obliged to properly insure itself and keep itself insured against product liability and other third-party liability risks relating to the products and/or services delivered and/or to be delivered.

Article 7

Holiday Ice B.V. may suspend the performance of the agreement with immediate effect, in full or in part, subject to written notification to the counterparty, or rescind it in full or in part, or terminate it (otherwise) in the event of:

- (i) (threatened) failure by the counterparty to comply with one or more obligations under the agreement concluded between the parties;
- (ii) if the counterparty is declared bankrupt;
- (iii) if the counterparty intends to cease, or has ceased, its operations

Article 8

Holiday Ice B.V. is at all times entitled, but is not obliged, to inspect the products or services delivered or to be delivered by the counterparty, regardless of where these products are located or where the services are provided. Holiday Ice may at all times enter the business premises of the counterparty to conduct such inspections and investigations.

Article 9

Unless expressly agreed otherwise in writing, the payment period is 60 days from the invoice date. If Holiday Ice B.V. makes a payment, the counterparty cannot infer from this that the counterparty has properly fulfilled all its obligations.

Article 10

The counterparty grants a non-exclusive, perpetual, irrevocable and worldwide right to use the intellectual property rights relating to the products or services provided by the counterparty. All specifications, designs, drawings, models, sketches, slides, software and/or other aids provided by Holiday Ice B.V. or acquired, developed and/or designed by the counterparty on behalf and at the expense of Holiday Ice B.V., are and will remain the property of Holiday Ice B.V. The counterparty must keep such specifications, designs, drawings, models, sketches, slides, software and/or other aids in a proper condition and keep them separate and mark them as the property of Holiday Ice B.V. and return them, or ensure that these are returned, at the end of the agreement between the parties or upon the request of Holiday Ice B.V.

The counterparty undertakes to keep confidential all information relating to Holiday Ice B.V., the agreement(s) entered into between the parties, and the products and/or services delivered and/or to be delivered to it. The counterparty also guarantees that its employees (including contractors engaged by it) or suppliers will keep this information confidential.

Article 11

All legal relationships to which Holiday Ice B.V. is a party are governed exclusively by Dutch law, even if an obligation is wholly or partially implemented abroad or if the party involved in the legal relationship is domiciled there.

The competent court in the district of Noord-Nederland, location Leeuwarden, has exclusive jurisdiction to take cognisance of disputes, unless the law mandatorily prescribes otherwise.