



JAN VAN DER HOORN SCHAATSSPORT

SCHAATS EN SKEELER SPECIALIST

GENERAL TERMS AND CONDITIONS OF
JAN EN RICK VAN DER HOORN BEHEER BV, TRADING UNDER THE NAME JAN VAN DER HOORN SCHAATSSPORT,
FOR THE SUPPLY OF GOODS AND SERVICES

Article 1. General

1. These terms and conditions apply to every offer, quotation and contract between Jan en Rick van der Hoorn beheer bv, trading under the name and hereinafter referred to as "Jan van der Hoorn Schaatssport" and the Other Party which Jan van der Hoorn Schaatssport has declared subject to these terms and conditions, insofar as parties do not deviate explicitly and in writing from these terms and conditions.
2. These terms and conditions also apply to contracts with Jan van der Hoorn Schaatssport which require Jan van der Hoorn Schaatssport to involve third parties for their implementation.
3. These general terms and conditions were also written for the employees of Jan van der Hoorn Schaatssport and its board.
4. The applicability of any purchase or other conditions of the Other Party is expressly rejected.
5. Should one or more of these general terms and conditions become or be declared fully or partially void at any time, the remainder of these general terms and conditions shall remain fully applicable. Jan van der Hoorn Schaatssport and the Other Party will then consult with each other to agree on new provisions to replace those which have become or been declared void, wherever possible in accordance with the purpose and purport of the original provisions.
6. If there is a lack of clarity regarding the explanation of one or more of these general terms and conditions, the explanation must be made 'in the spirit' of these provisions.
7. If a situation arises between parties which is not covered by these general terms and conditions, this situation must be judged in the spirit of these general terms and conditions.
8. If Jan van der Hoorn Schaatssport does not desire strict adherence to these terms and conditions at all times, this does not mean that the provisions do not apply or that Jan van der Hoorn Schaatssport in any way relinquishes the right to require strict adherence to these terms and conditions in other cases.

Article 2 Quotations and offers

1. All quotations and offers made by Jan van der Hoorn Schaatssport are without obligation, unless a period for acceptance has been set in the quotation. A quotation or offer will be cancelled if the product to which the quotation or the offer refers has become unavailable in the intervening period.
2. Jan van der Hoorn Schaatssport cannot be held to its quotations or offers if the Other Party can reasonably appreciate that the quotations or offers, or a part thereof, contain a manifest mistake or clerical error.
3. The prices stated in a quotation or offer include VAT and other levies imposed by the government, as well as any costs, including travel and accommodation, postal and administration costs, which might be incurred in connection with the contract, unless otherwise specified.

4. If the acceptance (whether or not on minor points) deviates from what was offered in the quotation or the offer, Jan van der Hoorn Schaatssport will not be bound to this. The contract does not then become effective in accordance with this deviating acceptance, unless otherwise specified by Jan van der Hoorn.
5. A compound quotation will not oblige Jan van der Hoorn Schaatssport to execute part of the order for a proportionate part of the quoted price. Offers or quotations do not automatically apply to future orders.

Article 3 Duration of the contract; delivery periods, execution of and amendments to contract; price increases

1. The contract between Jan van der Hoorn Schaatssport and the Other Party is entered into for an indefinite period, unless the nature of the contract dictates otherwise or parties agree otherwise explicitly and in writing.
2. If a period has been agreed or stated for the completion of certain work or the delivery of certain goods, this is never a strict deadline. If a period is exceeded, the Other Party must therefore give Jan van der Hoorn Schaatssport written notice of default. Jan van der Hoorn Schaatssport must be offered a reasonable period in which it can still execute the contract.
3. Jan van der Hoorn Schaatssport will execute the contract to the best of its understanding and ability and in accordance with the requirements of good workmanship. All of this subject to the state of knowledge at the time.
4. Jan van der Hoorn Schaatssport has the right to subcontract work to third parties. The application of Articles 7:404, 7:407 paragraph 2 and 7:409 is explicitly excluded.
5. Delivery is ex works of Jan van der Hoorn Schaatssport. The Other Party is obliged to take possession of the goods at the moment these are made available to it. If the Other Party refuses to take possession or is negligent in providing information or instructions needed for the delivery, Jan van der Hoorn Schaatssport is entitled to store the goods at the expense and risk of the Other Party. The risk of loss, damage or depreciation is transferred to the Other Party at the moment the goods are made available to the Other Party.
6. Jan van der Hoorn Schaatssport is entitled to execute the contract in various phases and invoice the part thus performed separately.
7. If the contract is executed in phases, Jan van der Hoorn Schaatssport may postpone the execution of those parts belonging to a following phase until the Other Party has approved the results of the preceding phase in writing.
8. If Jan van der Hoorn Schaatssport requires information from the Other Party for the execution of the contract, the implementation period will not commence before the Other Party has made this available correctly and in full to Jan van der Hoorn Schaatssport.



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9. If, during the execution of the contract, it transpires that for its correct execution, it is necessary to change or supplement the contract, parties shall modify the contract promptly and in consultation with each other. If the nature, scale or content of the contract is changed, whether or not at the request or instruction of the Other Party, the competent authorities et cetera, and the contract is changed as a result in the qualitative and/or quantitative sense, this could have consequences for the original agreements. As a result, the sum originally agreed could increase or decrease. Jan van der Hoorn Schaatssport will submit an estimate for this in advance, wherever possible. Due to a change in the contract, the implementation period originally stated could change. The Other Party shall accept the possibility of a change in the contract, including the change in price and implementation period.
10. If the contract is changed, including an addition, Jan van der Hoorn Schaatssport is entitled to delay execution of this until approval has been given by the authorised person at Jan van der Hoorn Schaatssport and the Other Party has agreed to the price and other conditions quoted for the execution, including the new time at which implementation will occur. Nor will the failure to execute the amended contract, or to do so immediately, result in a breach of contract by Jan van der Hoorn Schaatssport or provide grounds for the Other Party to terminate the contract.
11. Without this putting them in default, Jan van der Hoorn Schaatssport may refuse a request to change the contract if this could have consequences in the qualitative and/or quantitative sense, for example for the work to be performed or goods to be supplied in that context.
12. Should the Other Party fail in the proper fulfilment of its obligations towards Jan van der Hoorn Schaatssport, the Other Party is liable for all damage (including costs) arising as a result, whether directly or indirectly, on the side of Jan van der Hoorn Schaatssport.
13. If Jan van der Hoorn Schaatssport agrees a certain price when concluding the contract, Jan van der Hoorn Schaatssport is nevertheless entitled, in the following circumstances, to increase the price, even if the price originally stated was not subject to conditions:
- If the price increase is the result of a change in the contract;
 - if the price increase is the consequence of a power assigned to Jan van der Hoorn Schaatssport or an obligation that rests with Jan der Hoorn Schaatssport pursuant to the law;
 - In other cases, on the understanding that the Other Party that is not acting in the course of a profession or business is entitled to terminate the contract by means of a written declaration if the price increase is higher than 10% and occurs within three months of the conclusion of the contract, unless Jan van der Hoorn Schaatssport is still prepared to execute the contract on the basis of the original agreement, or if it was stipulated that delivery would be made more than three months after the sale.
- after entering into the contract, Jan van der Hoorn Schaatssport learns of circumstances which provide sufficient grounds to fear that the Other Party will not fulfil the obligations;
 - the Other Party, on entering into the contract, was asked to provide guarantees for the fulfilment of its obligations ensuing from the contract and these guarantees were not provided or were inadequate;
 - if, due to delays on the part of the Other Party, Jan van der Hoorn Schaatssport can no longer be expected to fulfil the contract according to the conditions originally agreed, Jan van der Hoorn Schaatssport is entitled to terminate the contract;
 - if circumstances arise which are of such a nature that they make fulfilment of the contract impossible or Jan van der Hoorn Schaatssport cannot reasonably be expected to uphold the contract unchanged.
2. If the termination is attributable to the Other Party, Jan van der Hoorn Schaatssport is entitled to compensation for damages, including the ensuing direct and indirect costs.
3. If the contract is terminated, the claims by Jan van der Hoorn Schaatssport against the Other Party will be immediately due and payable. If Jan van der Hoorn Schaatssport suspends the fulfilment of the obligations, it will retain its legal and contractual entitlements.
4. If Jan van der Hoorn Schaatssport decides on suspension or termination on the grounds referred to in this article, this in no way obliges it to provide compensation for damages or costs which have arisen in any way from this, whilst the Other Party, on the grounds of a breach of contract, is obliged to pay compensation or damages.
5. If the contract is terminated early by Jan van der Hoorn Schaatssport, Jan van der Hoorn Schaatssport, in consultation with the Other Party, will ensure that work still to be performed is transferred to third parties, unless the termination is attributable to the Other Party. Unless the early termination is attributable to Jan van der Hoorn Schaatssport, the costs for the transfer will be charged to the Other Party. Jan van der Hoorn Schaatssport will keep the Other Party updated as much as possible on the extent of these costs. The Other Party is obliged to settle these costs within the period stated by Jan van der Hoorn Schaatssport, unless Jan van der Hoorn Schaatssport stipulates otherwise.

Article 4 Suspension, termination and early termination of the contract

1. Jan van der Hoorn Schaatssport is authorised to suspend fulfilment of the obligations or terminate the contract forthwith and with immediate effect if:
- the Other Party fails to fulfil the obligations of the contract fully or promptly;



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6. In the case of liquidation, of (application for) a moratorium or bankruptcy or of a seizure of property - if and insofar as the seizure is not lifted within three months - against the Other Party, of debt rescheduling or another circumstance as a result of which the Other Party no longer has free disposal of its assets, Jan van der Hoorn Schaatssport is free to terminate the contract forthwith and with immediate effect, or cancel the order or contract, without any obligation on its part to pay compensation or damages. Claims by Jan van der Hoorn Schaatssport against the Other Party are in that case immediately due and payable.
7. If the Other Party cancels an order placed, in full or in part, the goods ordered or prepared, plus any relevant inbound or outbound transport costs and delivery costs and the working hours reserved for the execution of the contract will be charged in full to the Other Party.

Article 5 Force majeure

1. Jan van der Hoorn Schaatssport is not obliged to fulfil any obligation against the Other Party if it is obstructed from doing so due to circumstances which are neither attributable to fault, and nor is it accountable for it by law, a legal act or according to generally accepted standards
2. In these general terms and conditions, force majeure refers not only to what is understood on the matter in the law and case law, but to all external causes, foreseen and unforeseen, which are beyond Jan van der Hoorn Schaatssport's control, yet as a result of which Jan van der Hoorn Schaatssport is unable to fulfil its obligations. Jan van der Hoorn Schaatssport is also entitled to invoke force majeure if the circumstances which obstruct (further) fulfilment of the contract occur after Jan van der Hoorn Schaatssport should have fulfilled its obligation.
3. Jan van der Hoorn Schaatssport may suspend its obligations from the contract during the period that the force majeure continues. If this period persists longer than two months, each party is entitled to terminate the contract without any obligation to pay damages to the other party.
4. If Jan van der Hoorn Schaatssport has already fulfilled some of its obligations from the contract when the force majeure begins, or is still able to fulfil these, and if independent value can be attached to the fulfilled part or that part still to be fulfilled, Jan van der Hoorn Schaatssport is entitled to invoice the parts already fulfilled and still to be fulfilled separately. The Other Party is obliged to settle this invoice as if a separate contract was involved.

Article 6 Payment and collection costs

1. Payment must always be made within 14 days of the date of the invoice, in a manner indicated by Jan van der Hoorn Schaatssport in the currency of the invoice, unless otherwise indicated in writing by Jan van der Hoorn Schaatssport. Jan van der Hoorn Schaatssport is entitled to invoice periodically. Payments via the webstore must be settled in advance via the payment options offered by the Jan van der Hoorn Schaatssport webstore.
2. If the Other Party remains in default of payment of an invoice, the Other Party is in default *ipso jure*. Interest is then payable by the Other Party. In the case of a consumer purchase, the interest to be paid is equal to the statutory interest rate. In other cases, the Other Party owes interest of 1% per month, unless the statutory interest rate is higher, in which case the statutory interest rate is payable. The interest on the amount due will be

calculated from the moment that the Other Party goes into default to the moment the amount due is paid in full.

3. Jan van der Hoorn Schaatssport has the right to first apply payments made by the Other Party to reduce the costs, then to reduce the accumulated overdue interest and finally to reduce the principal sum and the accrued interest.
4. Jan van der Hoorn Schaatssport may, without being in breach of the contract, refuse an offer of payment if the Other Party suggests a different sequence for the allocation of the payment. Jan van der Hoorn Schaatssport may refuse full repayment of the principal if not accompanied by payment of the accumulated overdue and accrued interest and collection costs.
5. Objections to an invoice amount do not suspend the obligation to pay.
6. After the other party becomes in default in the (prompt) fulfilment of its obligations, all reasonable costs to obtain out-of-court settlement will be payable by the Other Party. The extrajudicial costs will be calculated on the basis of current Dutch collection practice at that time. If, however, Jan van der Hoorn Schaatssport has incurred higher collection costs, which can reasonably be considered necessary, the costs actually incurred will be considered for reimbursement. Any legal execution costs will also be recovered from the Other Party. The Other Party also owes interest on the collection costs due.

Article 7 Retention of title

1. Goods supplied by Jan van der Hoorn Schaatssport in the context of the contract will remain the property of Jan van der Hoorn Schaatssport until the Other Party has fulfilled all obligations in the contract(s) entered into with Jan van der Hoorn Schaatssport in a proper manner.
2. The goods supplied by Jan van der Hoorn Schaatssport which are covered by the retention of title pursuant to paragraph 1 may not be sold on and may never be used as an instrument of payment. The Other Party is not authorised to pledge or in any other way encumber that covered by the retention of title.
3. The Other Party must always do everything that can reasonably be expected of it to safeguard the ownership rights of Jan van der Hoorn Schaatssport.
4. If third parties seize the goods supplied which are subject to retention of title, or wish to establish or assert their rights to the same, the Other Party is obliged to inform Jan van der Hoorn Schaatssport immediately.



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5. The Other Party shall undertake to insure and keep insured the goods supplied under the retention of title against fire, explosion and water damage, and also against theft, and to make the relevant insurance policy available to Jan van der Hoorn Schaatssport for inspection at the first request. If any insurance payout is made, Jan van der Hoorn Schaatssport is entitled to these amounts. Insofar as necessary, the Other Party shall undertake in advance to cooperate with Jan van der Hoorn Schaatssport in all ways which might (prove to) be necessary or desirable in that context.
6. Should Jan van der Hoorn Schaatssport wish to exercise its ownership rights, as referred to in this article, the Other Party shall grant unconditional and irrevocable permission in advance to Jan van der Hoorn Schaatssport and third parties indicated by Jan van der Hoorn Schaatssport to enter all places where property of Jan van der Hoorn Schaatssport is located and to repossess these goods.

Article 8 Guarantees, examination and complaints

1. The goods to be supplied by Jan van der Hoorn Schaatssport meet the usual requirements and standards that can reasonably be imposed on them at the time of delivery and for which they are intended given normal use in the Netherlands. The guarantee referred to in this article is applicable to goods designed for use in the Netherlands. With use outside the Netherlands, the Other Party must itself verify that they are suitable for use there and that they satisfy the conditions imposed on them. Jan van der Hoorn Schaatssport may, in that case, set different guarantee and other conditions regarding the goods to be supplied or work to be performed.
2. The guarantee referred to in paragraph 1 of this article applies for a period of 3 months following delivery, unless the nature of that delivered dictates otherwise or parties have agreed otherwise. If the guarantee provided by Jan van der Hoorn Schaatssport relates to a product produced by a third party, the guarantee is limited to that provided by the producer of the product for that product, unless stated otherwise. After the guarantee expires, all costs of repair or replacement, including administration, postage and call-out charges, will be charged to the Other Party.
3. Every form of guarantee will be cancelled if a fault occurs as a consequence of or arises from misuse or improper use or use after the expiry date, incorrect storage or maintenance by the Other Party and / or by third parties if, without written permission from Jan van der Hoorn Schaatssport, the Other Party or third parties have made changes or attempted to make changes to the goods, other items have been attached to them which should not be attached or if these were treated or processed in a manner other than that prescribed. Nor is the Other Party entitled to claim under the guarantee if the fault occurred due to or as a consequence of circumstances beyond Jan van der Hoorn Schaatssport's control, including weather conditions (such as but not limited to extreme rainfall or temperatures) et cetera.
4. The Other Party is obliged to examine (or order the examination of) the goods or services supplied as soon as they are made available to it or the work in question has been performed. The Other Party must examine whether or not the quality and/or quantity of the goods or services supplied is in accordance with that agreed and meets the requirements agreed by parties on the matter. Any possible faults must be reported to Jan van der Hoorn Schaatssport within two months of their discovery. The report must contain the most detailed possible description of the fault, so that Jan van der Hoorn Schaatssport can respond adequately. The Other Party must give Jan van der Hoorn Schaatssport the opportunity to investigate (or order an investigation of) any complaint.
5. If the Other Party complains promptly, this does not suspend its payment obligation. In this case, the Other Party is still also obliged to purchase and pay for the goods and services ordered, unless no independent value is attributed to them.
6. If a fault is reported later, the Other Party is no longer entitled to repair, replacement or compensation, unless the nature of the goods and services or the other circumstances of the case dictate otherwise.
7. If it has been established that an item is faulty and a complaint was made about it promptly, Jan van der Hoorn Schaatssport will replace or arrange for the repair of the faulty item or provide alternative compensation to the Other Party within a reasonable period following its return or, if return of the item is not reasonably possible, written notification of the fault by the Other Party, the choice resting with Jan van der Hoorn Schaatssport. In the case of replacement, the Other Party is obliged to return the original item to Jan der Hoorn Schaatssport and to provide ownership of the same to Jan van der Hoorn Schaatssport, unless Jan der Hoorn Schaatssport indicates otherwise.
8. If a complaint proves to be unfounded, the costs incurred by Jan van der Hoorn Schaatssport in this connection, including the investigation costs, will be charged in full to the Other Party.
9. When the guarantee expires, all costs of repair or replacement, including administration, postage and call-out charges will be charged to the Other Party.
10. Contrary to the statutory limitation period, the limitation period for all claims and defences against Jan van der Hoorn Schaatssport and the third parties involved by Jan van der Hoorn Schaatssport in the execution of a contract is one year.

Article 9 Liability

1. Should Jan van der Hoorn Schaatssport be liable, this liability is limited to that regulated in this provision.
2. Jan van der Hoorn Schaatssport is not liable for damage, of any kind, if Jan van der Hoorn Schaatssport acted on the basis of incorrect and/or incomplete information provided by or on behalf of the Other Party.
3. Jan van der Hoorn Schaatssport is only liable for direct damage.



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4. Direct damage refers exclusively to:
 - the reasonable costs of establishing the cause and the scale of the damage, insofar as it relates to damage in the sense of these terms and conditions;
 - any reasonable costs incurred in enabling Jan van der Hoorn Schaatssport to respond to its deficient execution of the contract, insofar as these can be attributed to Jan van der Hoorn Schaatssport;
 - reasonable costs, incurred to prevent or limit damage, insofar as the Other Party can demonstrate that these costs resulted in the limitation of direct damage as referred to in these general terms and conditions.
5. Jan van der Hoorn Schaatssport is never liable for indirect damage, including consequential damage, lost profit, missed savings and damage due to business interruption or other forms of stagnation. In the case of consumer purchases, this limitation does not extend beyond that which is permitted in accordance with Article 7:24 paragraph 2 of the Civil Code.
6. Should Jan van der Hoorn Schaatssport be liable for any kind of damage, the liability of Jan van der Hoorn Schaatssport is limited to a maximum of three times the invoice value of the order, at least to that part of the order to which the liability relates.
7. The liability of Jan van der Hoorn Schaatssport is limited at all events to the amount paid out by its insurer if appropriate.
8. The limitations of liability included in this article do not apply if the damage was the result of wilful misconduct or gross negligence on the part of Jan van der Hoorn Schaatssport or its managerial subordinates.

Article 10 Limitation period

1. Contrary to the statutory limitation period, the limitation period for all claims and defences against Jan van der Hoorn Schaatssport and the third parties involved by Jan van der Hoorn Schaatssport in the execution of a contract is one year.
2. That stipulated in paragraph 1 does not apply to legal claims and defences based on facts which would justify the proposition that the item supplied failed to comply with the contract. Such claims and defences expire two years after the Other Party has informed Jan van der Hoorn Schaatssport of such nonconformity.

Article 11 Risk transfer

1. The risk of loss, damage or depreciation is transferred to the Other Party at the moment the goods are brought under the control of the Other Party.

Article 12 Indemnification

1. The Other Party shall indemnify Jan van der Hoorn Schaatssport for any claims by third parties who suffer damage in connection with the execution of the contract and the cause of which is attributable to parties other than Jan van der Hoorn Schaatssport.
2. Should Jan van der Hoorn Schaatssport be sued by third parties for this reason, the Other Party is obliged to assist Jan van der Hoorn Schaatssport both out of court and in court and to do all that might be expected of it in such an event, without delay. Should the Other Party remain in default with respect to taking adequate measures, Jan van der Hoorn Schaatssport is entitled, without notice of default, to take these itself. All costs and damages ensuing on the part of Jan van der Hoorn

Schaatssport and third parties will be at the expense and risk of the Other Party.

Article 13 Intellectual property

1. Jan van der Hoorn Schaatssport retains the rights and powers due to it on the grounds of the Copyright Act and other intellectual laws and regulations. Jan van der Hoorn Schaatssport has the right to use the knowledge it acquires from the execution of a contract for other purposes, insofar as no strictly confidential information from the Other Party is revealed to third parties.

Article 14 Governing law and disputes

1. All legal relationships to which Jan van der Hoorn Schaatssport is a party are governed exclusively by Dutch law, even if an obligation is fulfilled partially or fully in another country or if the party involved in the legal relationship has its domicile there. The applicability of the Vienna Sales Convention is ruled out.
2. The court in the place of business of Jan van der Hoorn Schaatssport has sole jurisdiction to hear disputes, unless prescribed otherwise as mandatory by law. Nevertheless, Jan van der Hoorn Schaatssport has the right to present the dispute to the legally authorised court.
3. Parties will only appeal to the courts after they have done their utmost to settle the dispute amicably.

Article 15 Location of and amendments to conditions

1. These General Terms and Conditions are available:
 - from the office of Jan van der Hoorn Schaatssport
 - by downloading them from the website (www.janvanderhoorn.nl)
 - via an e-mail request: info@janvanderhoorn.nl
2. The latest filed version or the version that applied at the time the legal relationship with Jan van der Hoorn Schaatssport was established is always applicable.
3. The Dutch version of the General Terms and Conditions always prevails if explanation is required.