

GENERAL TERMS AND CONDITIONS
Innovative Drainage Solutions BV

Article 1 Definitions

IDS:	Innovative Drainage Solutions BV, having its registered office in Stein, registered in the trade register of the Chamber of Commerce under number 65691334.
Service(s):	Advising on products and their applications in the field of drainage, draining, sewerage and water treatment, as well as providing support in mediation, sale or self-sale of (innovative and sustainable) drainage products;
Customer:	Any party to whom/with which IDS submits Offers, delivers Goods and/or performs Services, or has concluded Agreement(s). This shall also include the representative(s) and agent(s) of that party;
Producer:	the party from which IDS purchases its product and resells it (directly or indirectly) to the Customer;
Agreement(s):	any (all) agreement(s) between IDS and Customer and any (all) amendment(s) or addition(s) thereto;
Goods:	all material goods that are or will be delivered to the Customer in execution of an Agreement;
Offer(s):	all quotations, drawings, calculations, offers and recommendations prepared by IDS for the benefit of the Customer;
E-invoicing:	the electronic offering of invoices by IDS to the Customer;
E-invoice:	an electronic invoice, which complies with the applicable regulations.

Article 2 Applicability

- 2.1 These Terms & Conditions shall apply to all legal relationships between IDS and Customer or Producer, including Offers and Agreements, insofar as these Terms & Conditions have not been expressly deviated from in writing by the parties.
- 2.2 These General Terms and Conditions shall also apply to Agreements with IDS, for the performance of which third parties are to be engaged by IDS.
- 2.3 If, due to any circumstance or any (legal) restriction, the implementation of (a) provision(s) of these general terms and conditions is impossible, the parties shall consult together to replace this (these) provision(s). In doing so, the parties shall as far as possible adhere to the original Terms & Conditions. If no agreement can be reached, IDS shall be entitled to terminate the Agreement on the grounds of force majeure.
- 2.4 These Terms & Conditions shall apply to all countries in which IDS operates. If these Terms & Conditions are also translated into other languages for this purpose, the Dutch version shall be decisive.

Article 3 Conclusion and contents of the Agreement

- 3.1 All offers, in any way whatsoever made by or on behalf of IDS, are non-binding, unless they contain a term for acceptance. If an offer without engagement is accepted by Customer, IDS reserves the right to revoke the offer.
- 3.2 Offers and promises made by intermediaries, representatives and/or employees engaged by IDS are only binding if confirmed in writing by an IDS executive.
- 3.3 IDS is entirely free to accept or not accept orders/assignments from Customers.
- 3.4 An Agreement is concluded at the moment IDS confirms an order/commission in writing by Customer, at the moment IDS starts executing the Agreement or at the moment IDS sends Customer an invoice for the Agreement concerned.
- 3.5 Agreements shall only bind IDS to what is stated in the order confirmation. If the order confirmation refers to the Offer, such Offer shall only be valid if it is not in conflict with the other contents of the order confirmation.

Article 4 Performance of the Agreement

- 4.1 Customer shall notify IDS in writing of any special requirements for the formation of an Agreement, failing which IDS shall be satisfied with sorting.
- 4.2 Customer is responsible for the timely provision as well as the correctness of the information, data and decisions provided to IDS by it or on its behalf, which are necessary for the proper execution of the Agreement. IDS may assume the correctness and completeness of what is provided by Customer.
- 4.3 Making drawings and/or calculations is a service that is offered by IDS without any obligation. Drawings have a visual purpose and calculations have indicative values. Customer cannot derive any rights from either towards IDS.
- 4.4 When using drawings and/or calculations submitted by IDS, the following must be taken into consideration
Customer to have these checked and calculated by an expert in the field. IDS does not accept any liability in this respect.

Article 5 Delivery

- 5.1 Unless explicitly stated otherwise, delivery of Goods shall take place *traditio longa manu* (delivery via third party, usually the Producer).
- 5.2 Delivery shall in principle take place at the time or in the period as specified in the order confirmation. The delivery time / period of execution stated by IDS is approximate and shall therefore never be a deadline.
- 5.3 IDS undertakes to deliver and Customer undertakes to take delivery of the goods. If the order confirmation states delivery on demand, Customer undertakes to take full delivery of all goods within four months of the date of the order confirmation, unless agreed otherwise in writing. Customer shall give all cooperation which can reasonably be demanded from it in order to have delivery take place, in default of which Customer shall owe IDS a penalty of € 250.00 per day. This penalty may be claimed in addition to damages under the law.
- 5.4 The risk shall pass to the Purchaser at the time of delivery.
- 5.5 IDS shall only be in default after the aforementioned term has been exceeded if IDS has received a written notice of default from the Customer, in which a reasonable term is given to proceed with delivery.
- 5.6 The delivery period shall start at the latest of the following times:
 - a. the day the Agreement was concluded;
 - b. The day of receipt by IDS of the documents, data, permits etc. necessary for the execution of the order;
 - c. the day on which the formalities necessary for the commencement of the work are completed;
 - d. the day of receipt by IDS of the amount due under the Agreement before commencement of the work.
- 5.6 The delivery time/execution period is extended:
 - a. if the suppliers to IDS of certain components which IDS needs in order to execute the order, for whatever reason, apply a longer delivery period than was agreed in advance;
 - b. in the event that new circumstances become known to IDS: with the time required by IDS to execute the order under these circumstances;
 - c. in case of additional work: with the time IDS needs to deliver the required materials and to perform the additional work;

- d. in case of suspension of obligations by IDS: by the duration of the suspension;
 - e. in case of unworkable weather: with the resulting delay.
- 5.7 The Customer shall be obliged to reimburse the costs incurred as a result of the extension as referred to in paragraph 6. IDS shall in no way be liable for any damage caused by an extension of the delivery time / execution period.
- 5.8 Uncollected goods shall be stored at the expense and risk of the Customer.
- 5.9 IDS is entitled to deliver the goods in parts. If Goods are delivered in parts, IDS shall be entitled to invoice each part separately.

Article 6 Reservation of ownership

- 6.1 IDS shall retain ownership of the Goods delivered to the Customer, until the Customer has paid in full all that it owes IDS.
- 6.2 Customer is obliged to keep the Goods delivered under retention of title carefully and as the recognizable property of IDS, and to insure them adequately against all company and other risks, including fire, theft and water damage.
- 6.3 The Customer is not entitled to make the Goods available to third parties or to encumber them before the moment of transfer of ownership referred to in the first paragraph.
- 6.4 In the event the Customer is in default or if IDS in its opinion has good reason to believe that the Customer will not perform its obligations, IDS shall be entitled to (cause to) remove the goods belonging to it from the place where they are located. Customer hereby unconditionally gives IDS permission to enter the premises used by or at the behest of Customer. In the event Customer refuses IDS access to the premises used by or with Customer in violation of this article, Customer forfeits to IDS an immediately payable penalty of 10% of the amount still due by Customer to IDS for each day the refusal continues.
- 6.5 In respect of delivered Goods which have been processed by Customer and which are still within Customer's power of disposal, Customer hereby establishes a pledge for the benefit of IDS as security for fulfilment of all claims of IDS against Customer. At first request Customer shall hand over the Goods, which are subject to this pledge, to IDS in order to create a possessory pledge.

Article 7 Right of complaint / Customer's duty to complain

- 7.1 It is possible that the delivered Goods may differ from what is shown. The displayed Goods are to be understood as the indication of the Goods as agreed.
- 7.2 Changes in technical insights in the sector and/or government regulations are at the risk of the Customer. Minor or technical deviations in quality, quantity, dimensions, colour, etc. which cannot be avoided, shall not constitute grounds for complaint.
- 7.3 Upon delivery, Buyer shall examine whether the Goods comply with the Agreement. In case the Goods do not comply with the Agreement, Customer is obliged to notify IDS in writing of any visible defects within 2 days after delivery and in case of invisible defects within 2 days after discovery or at the latest within 7 days after delivery, giving reasons. After expiry of this complaint period Customer can no longer invoke a defect in the performance.
- 7.4 Complaints of which IDS is not notified in time in this way, including complaints regarding processed, sold, treated or improperly stored Goods, need not be handled by IDS and can never lead to liability on the part of IDS on any account whatsoever. Customer is obliged, in case of complaints as referred to in this Article, to give all cooperation in order to enable IDS to check the complaints, and if possible to remove or remedy these complaints and/or defects within a reasonable period of time.
- 7.5 The right of complaint lapses in the event Customer fails to cooperate sufficiently with the investigation into the merits of the complaint, initiated by or on behalf of IDS.
- 7.6 The performance of IDS shall between the parties always be considered sound and in accordance with the order, if, after delivery, the Customer has taken the delivered goods or any part of them into use, has treated or processed them, has not stored them properly, has supplied them to third parties or has had them taken into use or processed.
- 7.7 In case of complaints concerning delivered Goods or Services, Customer shall prove the correctness of his complaint by means of the delivered Goods and shall immediately submit an investigation report prepared by a recognised and independent expert, in which the complaints are confirmed. Failure to comply with this obligation shall result in the forfeiture of all rights of the Customer. This expert report shall not be regarded as binding by IDS. IDS reserves the right to obtain a contra-expertise.

- 7.8 In the event of a justified complaint IDS may, at its discretion, adjust the amount of its invoice, improve or redeliver Goods or Services of which the result has been rejected, replace the Goods delivered, or the defective or damaged part thereof, after these Goods have been returned to IDS in time.
- 7.9 If a complaint relates to part of the delivery, this does not give cause to reject the entire delivery.

Article 8 Cancellation

In the event Customer for whatever reason wishes to cancel the order and IDS agrees with this, Customer shall in all cases be liable to pay damages to IDS equal to 10% of the amount of the agreed price - or the proportional part thereof in case of partial cancellation - all without prejudice to IDS's right to claim full compensation, should the nature of the Agreement give rise to this. Such damage shall include the costs IDS has already incurred in preparation.

Article 9 Pricing, payment and settlement

- 9.1 All prices quoted by IDS are in euros, exclusive of VAT and other government levies, unless agreed otherwise in writing.
- 9.2 If after the order confirmation or, in so far as it refers to the Offer with respect to prices and rates, after the Offer, and before the execution of the Agreement, changes occur in wages, costs, taxes and other levies and/or exchange rates, which affect the cost price, IDS shall always be entitled, although not obliged, to change the prices and rates proportionately.
- 9.3 If the price charged is more than 10% higher than the price originally agreed, the Customer shall be entitled to dissolve the Agreement in writing immediately after the Customer has been informed of the price increase. After that, the right of dissolution lapses. The Customer is not entitled to dissolve the Agreement on this ground if the price increase is the result of government measures or freight tariffs.
- 9.4 A composite quotation shall not oblige IDS to deliver a part of the Goods included in the offer or bid at a corresponding part of the quoted price.
- 9.5 Payment to IDS should be made within 21 days after the invoice date in a way to be indicated by IDS, unless explicitly agreed upon otherwise in writing.
- 9.6 The stated payment terms are subject to change and only apply if the Customer can be insured for the full order amount and factoring (pledging) is possible.
- 9.7 If payment is not made within the due date of the invoice, the Customer shall be in default by operation of law. In such a case Customer shall owe, on top of the invoiced amount, a contractual interest of 1,5% per month as from the due date of the invoice, whereby a part of the month shall be calculated as a full month, as well as collection costs amounting to 15% of the amount Customer owes IDS with a minimum of € 500,00.
- 9.8 Payment shall be made in the currency invoiced and without set-off or suspension.
- 9.9 If an invoice is not paid on time, IDS shall be entitled to suspend its obligations towards the Customer until the invoice is paid in full or sufficient security has been provided for the full amount invoiced and any future invoices on account of Agreements already entered into. IDS shall also be entitled to require security from the Customer prior to delivery, if there is reasonable doubt that the Customer will not properly fulfil its obligations under the Agreement.
- 9.10 An objection to the amount of the invoice shall only be considered if Customer has notified IDS of its objections in writing within eight days of the invoice date. After expiry of that period, Customer shall be deemed to have accepted the invoice.
- 9.11 Objections to the amount of the invoice shall not suspend the Customer's payment obligation.

- 9.12 Payments made by or on behalf of the Customer shall consecutively serve to pay the interest owed by the Customer, the extrajudicial collection costs, the judicial costs and then the outstanding principal sum in order of age, irrespective of the Customer's name on the payment order.
- 9.13 IDS shall at all times be entitled to demand security or full or partial payment in advance for the fulfilment of due and non-due payment obligations.
- 9.14 At the request of IDS Customer shall provide an unconditionally standard bank guarantee for the amount of the order. The bank guarantee has to be in the possession of IDS at least one week before delivery and has to be valid for at least one month after delivery. In the event the bank guarantee is not in IDS's possession in time, IDS is not obliged to deliver while IDS will be able to recover the costs of the planned delivery and setting a new delivery date from Customer.
- 9.15 IDS shall at all times and without prior notice be entitled to make use of factoring.

Article 10 E-Invoicing

- 10.1 E-invoicing can be offered to Customer by IDS. Participation in E-invoicing is only possible after acceptance of the conditions set by IDS.
- 10.2 By participating in E-invoicing, Customer accepts that he will no longer receive paper invoices from IDS. This applies to both invoices sent to the billing address and to the copy billing address (if applicable).
- 10.3 Customer will keep (a) possible User-ID(s) and password(s) confidential with the utmost care and guarantees a careful use and management. In case of suspicion of misuse Customer will immediately notify IDS.
- 10.4 The E-invoice is made available to Customer online for a period to be specified by IDS. Customer itself is responsible for saving the E-invoice offline in electronic form (pdf and certificate) for its administration.
- 10.5 Customer may at any time request to discontinue its participation in E-invoicing. Upon receiving such a request, IDS shall resume sending paper invoices as soon as possible. IDS may in the future attach costs to the sending of paper invoices, which is hereby explicitly accepted by Customer.

Article 11 Suspension and dissolution

- 11.1 IDS shall be entitled to suspend the fulfilment of its obligations or to terminate the Agreement with immediate effect, if:
 - a. Customer does not fulfil, does not fully fulfil or does not timely fulfil its obligations under the Agreement;
 - b. circumstances coming to the knowledge of IDS after the conclusion of the Agreement give good reason to fear that the Customer is not or will not be able to perform its contractual obligations towards IDS;
 - c. When concluding the Agreement, the Customer was requested to provide a bank guarantee or security for the fulfilment of its obligations under the Agreement and this bank guarantee or security is not provided or is insufficient;
 - d. there is a question of winding up the Customer, suspension of payments or bankruptcy, attachment - if and insofar as the attachment has not been lifted within one month - at the Customer's expense, debt restructuring or another circumstance as a result of which the Customer can no longer freely dispose of its assets;
 - e. circumstances arise of such a nature that fulfilment of the Agreement is impossible or unaltered maintenance of the Agreement cannot reasonably be required of IDS.
- 11.2 Customer is authorised to rescind the Agreement in the event that IDS does not, not completely or not timely fulfil its obligations under the Agreement, after a written notice of default in which a reasonable period of time (of at least 14 days) is given to remedy the failure.
- 11.3 Dissolution of the Agreement, in whole or in part, shall take place by means of a registered letter from the person entitled thereto. Before Customer sends a written termination notice to IDS, it shall at all times give IDS written notice of default and allow it a reasonable period of time (of at least 14 days) to fulfil its obligations as yet, or to remedy any shortcomings, which shortcomings Customer is to specify in writing.
- 11.4 The Customer shall not be entitled to rescind the Agreement in whole or in part or to suspend its obligation if it was already in default of fulfilling its obligations.
- 11.5 In the event the Agreement is terminated, the claims of IDS against the Customer shall become immediately due and payable, if IDS suspends the fulfilment of its obligations, it shall retain its claims under the law and the Agreement.

- 11.6 Both in the case of suspension and termination under paragraph 1, IDS shall be entitled to demand immediate payment of the invoices it has already sent for the execution of the Agreement.
- 11.7 In the event that IDS proceeds with suspension or termination, IDS shall in no way be liable for compensation of any damage or costs incurred in any way.

Article 12 Liability

- 12.1 IDS is not liable for:
 - a. damage suffered by the Customer or third parties that is the result of an incorrect drawing/calculation made by IDS;
 - b. damage suffered by the Customer or third parties that is the result of the provision of incorrect or incomplete data or information by or on behalf of the Customer to IDS;
 - c. damage incurred by the Customer or third parties that is the result of an act or omission of persons employed by IDS;
 - d. business, indirect or consequential losses suffered by the Customer or third parties.
- 12.2 The liability of IDS shall at all times be limited to the amount paid out, as the case may be, under its corporate insurance policy and, in the absence thereof, to the amount charged by IDS for the goods and/or services concerned.
- 12.3 Any right to compensation must be reported to IDS in writing as soon as possible after it arises. Any claim for damages against IDS shall lapse after a period of one year after the claim arises.
- 12.4 Unless performance by IDS is permanently impossible, IDS's liability on account of attributable failure in the performance of an Agreement shall only arise if Customer immediately gives IDS notice of default in writing, setting a reasonable time period for remedying the failure, and IDS continues to fail attributably in the performance of its obligations after that period. The notice of default must contain a description of the breach that is as complete and detailed as possible, so as to give IDS the opportunity to respond adequately.
- 12.5 Customer is obliged to indemnify and hold harmless IDS in respect of all claims by third parties - including shareholders, directors, supervisory directors and staff of Customer as well as affiliated legal entities and companies and others involved in Customer's organisation - which arise from or are related to the activities performed by IDS on behalf of Customer.
- 12.6 The exclusions or limitations of IDS's liability flowing from this Article, as well as the indemnification obligation of Customer flowing from the previous paragraph, shall not apply insofar as the damage is the result of intent or deliberate recklessness on the part of IDS's management.

Article 13 Indemnification

- 13.1 Customer shall indemnify and/or hold harmless IDS in respect of all damages, costs and interests for which IDS is held liable by third parties as a result of the performance of the Agreement by IDS.
- 13.2 Customer shall indemnify and/or hold IDS harmless from and against any fines, claims, penalties and other governmental measures.
- 13.3 The indemnity given by Customer shall also apply to the managers, employees and other persons involved with IDS.

Article 14 Force majeure

- 14.1 In case of force majeure IDS shall be entitled to suspend its delivery and other obligations. Force majeure is understood to mean: a circumstance, whether or not foreseeable, beyond the control of IDS. Such circumstance include in any case, but are not limited to: War, riots, fire and other disasters, shortage of raw materials, auxiliary materials and fuels, operational failure, strike, lockout, government intervention, traffic disturbances, also as a result of weather or other conditions, irrespective of whether this occurs in IDS's own company or in the company of a manufacturer or transport company, and in all circumstances that IDS could not have prevented or passed on, including negative consequences of the Brexit, as well as in the event of such a change in circumstances that (further) performance of its obligations becomes so difficult for IDS that it cannot reasonably be required of it.
- 14.2 Force majeure shall also exist in case the circumstance preventing (further) fulfilment occurs after IDS should have fulfilled its obligation.
- 14.3 In the event of force majeure, IDS shall at its discretion be entitled either to extend the delivery period by the duration of the obstruction, but for a maximum period of 6 months, or to rescind the Agreement, insofar as it is affected by the obstruction, without being obliged to pay any compensation.

Article 15 Confidentiality

- 15.1 Each of the Parties warrants that all of the information received from the other Party that is known to be or should be known to be confidential in nature shall remain secret, unless a legal obligation mandates disclosure of that information. Information shall in any case be considered confidential if it is designated as such.
- 15.2 The responsibilities arising from this Article also extend to those whose assistance IDS makes use of in the execution of the Agreement, unless in the specific case different arrangements have been made and Customer is aware of them.
- 15.3 If requested, IDS shall immediately return (copies of) documents, correspondence, files and/or other (business) information or products from Customer at the end of the Agreement and shall not retain any files, documents or copies in its possession.

Article 16 Intellectual and industrial property rights

- 16.1 Customer must fully and unconditionally respect all intellectual and industrial property rights, which are vested in the products delivered by IDS.
- 16.2 Without prejudice to the other provisions of these Terms & Conditions, IDS reserves the rights and powers vested in IDS under the Copyright Act and other intellectual laws and regulations.
- 16.3 IDS reserves all intellectual property rights to the designs, images, drawings and sketches provided (with the offer). These shall, regardless of whether drawing costs and transfer of copyright have been charged separately, remain its property and may not be copied, transferred to third parties or used in any other way without its express written consent.
- 16.4 IDS reserves the right to use any knowledge gained in the execution of the work for other purposes, provided that no strictly confidential information is brought to the attention of third parties.
- 16.5 IDS reserves the right at all times to alter Goods and/or Services (or have them altered) in order to avoid possible conflict with the rights of third parties.
- 16.6 Customer indemnifies IDS in the event that Customer makes the Goods/results of IDS available to third parties.
- 16.7 If the Customer fails to fulfil its obligations under this Article, it shall be liable to pay an immediately due and payable penalty of €1,000.00. This penalty may be claimed in addition to damages pursuant to the law.

Article 17 Personal data

The personal data of the Contractor that are stated in the Agreement or the Offer will be processed by IDS in accordance with the Dutch Personal Data Protection Act / the General Data Protection Regulation. On the basis of this processing, IDS:

- perform the Agreement;
- in the case of a legitimate interest, to provide Contractor with up-to-date (product) information in a timely manner and to make him personalised offers.

Article 18 Choice of law and forum

- 18.1 In the event that any provision of these General Terms and Conditions should prove to be invalid or non-binding, Customer and IDS shall remain bound by the remaining provisions. Parties shall replace the void or non-binding provision by a provision that is binding and whose purport or effect is as close as possible to that of the provision to be replaced.
- 18.2 All legal relationships between the parties shall be exclusively governed by Dutch law, to the exclusion of the Vienna Sales Convention and any other international regulation the exclusion of which is permitted.
- 18.3 All disputes related to Agreements with IDS or the implementation thereof can only be submitted to the District Court of Limburg, location Maastricht. In deviation of the above, IDS is free to bring the dispute before the court of the place of business of (one of) the Customer(s).