

## **GENERAL BUSINESS CONDITIONS** **FAD (Football Academy Development)**

### **Article 1. General**

1. The following conditions are applicable for every offer, proposal and agreement between FAD (Football Academy Development), hereafter called the 'User' and a client which the User has declared these conditions, unless both parties have explicitly agreed otherwise in writing.
2. These conditions are also applicable on all agreements where the User involves third parties in their execution.
3. These general conditions are also written for the User's employees and its management.
4. The applicability of potential purchase- and other conditions of the Client will be explicitly rejected, unless the User indicates otherwise.
5. In the case that one or several of the conditions of this set of general conditions are partly or completely nullified, the general conditions will remain completely applicable. User and Client will discuss new conditions, that will replace the nullified conditions in a way that the purpose and intent of the original conditions will be taken into account.
6. If the explanation of one or more terms in these conditions are unclear the explanation must be in the scope of these terms and conditions.
7. In the case that situations between parties occur that are not included in these general conditions, the situation needs to be assessed within the scope of these terms and conditions.
8. If the User does not always strictly comply with the conditions, this does not mean that the provisions do not apply or that the User would in any way lose its right to require strict compliance with these conditions in any other case.

### **Article 2 Offers and Proposals**

1. All proposals and offers made by the User are not binding unless a fixed term of acceptance is stated in the proposal. When there is no fixed term for acceptance mentioned, no rights can be claimed on an offer or proposal when in the meantime the product on which the offers or proposals are applicable is no longer available.
2. The user cannot be obliged to execute the proposals when the client can reasonably understand the proposals and price offered, or parts of it obviously contain mistakes or have been miswritten.
3. In the price proposal or offer mentioned, prices are excluding VAT and other duties imposed by the government. This also includes other costs made because of the proposal, including travel, accommodation postal and administrative cost, unless otherwise agreed upon.
4. If the acceptance (whether or not on minor points) differs from the offer or proposal, the User will not be tied to this. The agreement will be established not corresponding to this variation of this acceptance, unless the User states differently.
5. A combined price proposal does not oblige the User to execute parts of the assignment for a part of the price. Price offers and proposals are not automatically applicable for assignments in the future.

### **Article 3 Duration of the contract; Terms of execution, transition-risk, execution and change of the agreement, price-increase**

1. The agreement between the User and the Client will be for an indefinite period of time, unless from the nature of the agreement dictates otherwise or when parties have expressly agreed otherwise in writing
2. If for the implementation of certain activities or for the delivery of certain goods a time has been agreed upon or indicated then this will

- never be a final deadline. In case the term is exceeded, the Client must give User notice of default in writing. The User should be offered a reasonable amount of time to complete the assignment.
3. The User shall perform the agreement to the best of its knowledge and ability and in accordance with the requirements of good workmanship. The User will execute the agreement to the best of its current knowledge and science available.
  4. The User has the right, for certain activities, to use third parties for the execution of these tasks. The applicability of articles 7:404, 7:407 paragraph 2 and 7:409 of The Dutch Civil Code will be explicitly excluded.
  5. When the User or third parties hired by the user, work at the Client's location or a location assigned by the client, in order to be able to execute the assignment, the Client will supply free of charge reasonable facilities for the employees.
  6. Delivery is done by the company of the User. The Client is obliged to accept the delivery of the goods or services when these are available to him. In case the Client refuses to accept the goods or service or is negligent providing information, necessary travel documents and/or work permits or instructions necessary for the deliverance of the service, the User is entitled to cancel the module but this will be invoiced. When documents are delivered late, the module will be performed until the final date of this module (this date being decided beforehand). The complete module, from the originally decided starting date, can be charged. In the case of force majeure no claim for compensation can be taken into account.
  7. The user is entitled to execute the assignment in different stages and invoice in separate parts.
  8. When the agreement is executed in phases, the User can postpone completing parts that belong to the next phase until the Client has given his approval in writing on the results of the previous phase. After each module, an evaluation report is presented. Acceptance and approval of this report and the receipt of payment of the module within two weeks, after the last day of the module, will activate the next module.
  9. It is the responsibility of the Client to supply the User, in time, all the information that according to the User is necessary, or which the Client reasonably can understand that it is necessary, for the execution of the task. When the necessary information is not delivered in time, the User will have the right to postpone the execution of the agreement and to charge the Client for extra costs caused by the delay, according to acceptable tariffs at that moment. The User is not responsible for damage of any kind, because the User used incorrect or insufficient information supplied by the Client.
  10. When, during the execution of the agreement, it appears that in order to be able to execute the task in a proper way, adjustments to the agreement have to be made in time, after consultation with both parties. When character, size or content of the agreement, will be changed either upon request or direction of the Client or authorized institutions etc. this can have consequences for the qualitative and/or quantitative aspect of the original agreement. As a consequence it is possible that the amount originally agreed upon will be raised or reduced. The User will as much as possible provide a price-quotations beforehand. Due to the adjustments in the agreement, the original term of completion can be adjusted. The Client will accept the possibility of adjustments, including changes in the price and term of completion of the agreement.
  11. When the agreement is adjusted and this also includes an addition, the User has the right to first execute this part of the agreement, after consent has been received from a person authorized by the User and when the Client has agreed upon completion for the quoted price and other conditions, including the time frame to complete. If the adjusted agreement is not immediately executed this will not be

considered a default of the User and will not give the Client any reason to end or cancel the agreement.

12.

The User is entitled to refuse a request for adjustment to the agreement when this would have consequences for the quantitate and qualitative terms of the agreement for example for goods to be delivered or activities performed.

13.

In case the Client fails to perform what he should do according to the agreement with the User, the Client is responsible for all damage, caused by this directly or indirectly, to the User.

14.

When the User and the Client reach an agreement with a fixed price or fee, the User is always entitled to increase this fee or price. This action will not give the Client the right to end the agreement, if the increase in price is a result of a legal obligation or when it is caused by an increase of the price of raw materials, salaries etc. or on other grounds that during the signing of the agreement could not be predicted.

15.

If the price increase is higher than 10% and is caused by something else than an adjustment in the agreement and takes place within three months of the conclusion of the agreement, only the Client can appeal to title 5, section 3, Book 6 of the Dutch Civil Code and is entitled to dissolve the agreement by means of a written declaration, unless the User:

- at that moment is prepared to execute the agreement for the price originally agreed upon
- shows the price increase is a result of the authorization of the User or an obligation by law
- indicates it was agreed upon that delivery would take longer than the three months to the conclusion of the agreement.

#### **Article 4 Suspension, dissolution and premature termination of the agreement**

1.

The User is entitled to postpone the follow up of the obligations or to dissolve the agreement when the Client is not or not completely or not in time, executing the obligations of the

agreement and when after the conclusion of the agreement the User obtains knowledge on circumstances that give reason to fear that the Client will not fulfil his obligations. Also in the case that the Client was requested, at the time of the signing of the agreement, to give guarantee of his ability to perform his obligations from the agreement and this guarantee is failing or insufficient, or when because of delay on the side of the Client, it can no longer be requested from the User that he executes the agreement according to the original conditions.

2.

As a consequence the User is entitled to dissolve the agreement when circumstances occur that are of a nature that execution of the agreement is impossible or that other circumstances occur that cannot be reasonably expected from the side of the User, that the agreement can be performed in the original state of the contract.

3.

In case the agreement is dissolved, all claims of the User on the Client can be made immediately. In case the User postpones the execution of the duties, he preserves the claims by law and agreement.

4.

In case the User decides to suspend or dissolve the contact, he is in no way obliged to compensate damage or cost caused by this decision.

5.

In case that the Client is responsible for the dissolution of the contract, the User is entitled to a compensation of cost, caused by this situation directly or indirectly.

6.

In case the Client cannot honour the obligations resulting from the agreement, and this action justifies dissolution, the User is entitled to dissolve the agreement immediately without any obligation for compensation from his part, while on the other hand the Client, by non-performance, is obliged to pay compensation.

7.

In case the agreement is terminated by the User before the end of the agreement, the User will in consultation with the Client take care of the transfer of the activities to third

parties. This being only when the dissolution is the responsibility of the Client. In case the transfer of the activities will bring extra cost for the User, the cost will be invoiced to the Client. The Client is obliged to pay the cost within the mentioned term, unless the User communicates differently.

8. In case of liquidation, letter of licence or bankruptcy (charged on the Client) and when the seizure is not lifted within three months – or debt-reorganization and other circumstances because the Client does not have access to his capital, the User will be free to immediately terminate or cancel the agreement without any obligations from his part for compensation. Claims from the User to the Client, in that case can be claimed immediately.
9. In case the Client partly or completely cancels an order completed activities and prepared and ordered products, as well as transport and delivery cost of these products and the working hours reserved for the completion of the assignment, will all be invoiced to the Client.

## Article 5 Force Majeure

1. The User does not have any obligation towards the Client in case he is obstructed by circumstances outside of his control, and cannot be held accountable for by law.
2. Force Majeure in these general conditions are everything that is included in law and jurisdiction, including predictable and unpredictable causes over which the User has no control, but will cause the User not to be able to exert his obligations. Labour strikes in the company of the User or third parties are also included. The User shall also be entitled to invoke Force Majeure if the circumstances rendering (further) fulfilment of the obligation impossible, comes after the point in time in which the User should have fulfilled the obligations.  
The User can during the period of force majeure, suspend the agreement. In case that this period will take longer than three months, both parties are entitled to dissolve the

agreement without any compensation for damage to the other party.

3. In case the User at the moment the force majeure became effective, had already executed part of the agreement or will be able to execute and the part that is completed has independent value, the User is entitled to invoice the completed part separately. The Client is obliged to pay the invoice as if it were a separate agreement.

## Article 6 Payment and Collection cost

1. Payment should be made within 14 days after the issuing date of the invoice, in a way and currency requested by the User, unless there is an agreement in writing with the Client for other terms. The User is allowed to invoice periodically.
2. In case the Client does not pay the invoice in time, this will be considered neglect from the side of the Client. The client is obliged to pay 1% interest per month unless the legal interest is higher, in which case the legal interest is applicable. The interest on the total amount will be calculated from the moment the amount is due until the moment the complete amount is paid.
3. The User has the right to deduct the payments already made by the Client, firstly by deducting the cost, secondly by deducting the interest and at last by deducting the total sum and ~~current running~~ interest. The User can, without being considered neglect and ~~td~~ be entitled to refuse full payment of the principle sum, if said payment does not include the current interest and collection costs at the same time.
4. The Client is never entitled to settle amounts owed to the User. Objections to the amount of the invoice do not postpone the payment obligation. If the Client does not appeal to section 6.5.3 (articles 231 to 247 book 6 of The Dutch Civil Code) he is also not entitled to postpone the payment for any other reason.
5. If the Client is neglecting the fulfillment of his obligations (in time), as a consequence, all

reasonable costs made for obtaining the payment will be charged to the Client. The omission of the Client, who is a real person, who does not act professionally as an executor or as a company (private client), starts when he is due for payment within fourteen days after the warning letter and payment has not been made. In the warning letter is also written what the consequences for non-payment will be. Legal costs will be calculated according to the Dutch collection cost practices. If the User has undertaken higher costs for the collection, that were reasonably necessary and the Client is not a real person, who does not act out of profession or in name of a company (business client) the actual cost are up for compensation. Judicial and procedural charges will also be charged to the Client. The interest on the collection cost is also to be paid by the Client.

## **Article 7 Property restriction**

1. All products and services delivered in the context of the agreement remain the property of the User until the Client has adequately completed all obligations of the agreement.
2. Items supplied under section 1 and subject to ownership reservation, must not be sold to others or used as means of payment. The Client is not authorised to mortgage or encumber goods and services that are subject to reservation of title.
3. The Client always has to do everything that is reasonably expected to protect the property rights of the User. In case third parties want to seize products covered by the property-restriction or want to impose rights on this, the Client is obliged to inform the User immediately. In the event the User wishes to exercise their ownership rights mentioned in the present article, the Client will grant the User and any third parties to be designated by the User, its unconditional and irrevocable permission to enter those places where the user's goods are located and to recover them.

## **Article 8 Guarantees, Testing and Advertising, Statute of Limitations**

1.

The services supplied by the User apply from moment of delivery under reasonably acceptable standards. For application outside the Netherlands, the Client should verify if this is applicable to the conditions there. The User can in that case request different guarantees and conditions for the supplied services and activities.

2. The guarantee mentioned in section 1 is Applicable for 1 year after delivery unless because of the nature of the delivered service there is a different agreement. If the guarantee given by the User concerns goods produced by a third party the guarantee shall be limited to the guarantee given by the producer of the goods, unless otherwise stated.
3. Any form of guarantee will be voided if a defect is caused by improper or inexpert use, improper storage or maintenance by the Client or third parties without the Users prior written consent. Similarly if the Client or third parties have modified or tried modify the product, or added things that should not have been added or processed in any other way other than prescribed. The Client can also not claim guarantee when the defect was caused by circumstances that are not under the control of the User, including weather conditions (for example, but not exclusively, extreme rainfall or temperatures) etc.
4. The Client has the right to test the delivered product at the moment the products are made available to him, or when the activities are completed. The Client needs to explore if the quality and quantity of the delivered goods are according to the agreement and comply with the requirements the parties have agreed upon. Potential (visible) defects need to be reported in writing within seven days after delivery. Potential invisible defects need to be reported in writing to the User immediately or in any case within fourteen days after discovery. This report should contain an as detailed as possible description of the defect so the User will be able to respond adequately. The Client needs to give the User the opportunity to investigate any complaint.

5. When the Client issues a timely complaint, this will not postpone the obligation to pay. The Client will remain obliged to accept and pay for the goods and services that he ordered from the User.
6. When the Client reports a defect later, the Client has no rights for repair, replacement or compensation.
7. When it is confirmed that the product or service has a defect and that the complaint is issued in time, the User will receive by return the product, or when this is not possible, written notification on this defect from the Client. The User will have the option either to arrange repair or provide compensation for replacement to the Client. In case of replacement the Client has the obligation to return the replaced item and to hand over the ownership to the User unless the User requests differently.
8. When is confirmed that a complaint is correct, any cost associated with this, including cost for investigation, incurred by the user will be the responsibility of the Client.
9. After the guarantee period all costs for repair or replacement including administration costs, cost of postal and service costs are invoiced to the Client.
10. Contrary to legal time limits, the time for all claims and **defenses** against the User and third parties involved by the User in executing an agreement, amount to one year.

### **Article 9 Liability**

1. If the User is responsible, this liability will be restricted to the content of this paragraph.
2. The User is not liable for any damage of any kind what so ever, when this was caused because of incorrect or incomplete information supplied by the Client.
3. When the User is responsible for any damage, the value of the liability will be restricted to the maximum amount of twice the

- value of the invoice, and applicable to that part of the order to which the liability is related to.
4. The liability of the User is in any case restricted to the amount of the payment of the insurer in the case concerned.
5. The User is only liable for direct damage.
6. Direct damage is exclusively understood to be reasonable costs to assess the cause and extent of the damage in as far as the determination is related to the damage within the meaning of these terms and conditions; any costs incurred in responding to the User's faulty performance in as far as these costs can be attributed to the User; and the reasonable costs incurred to prevent or limit damage in so far as the client can demonstrate that the cost in question have resulted within the general terms of these conditions. The User shall never be liable for indirect damage including consequential loss, loss of profit, lost savings and damage due to company stagnation.
7. The limitations of liability as mentioned in this article are not valid when the damage is done by design or gross negligence by the User or its managerial subordinates.

### **Article 10 Safeguards**

1. The Client safeguards the User for any claims by third parties, who in relation to the execution of the agreement suffered damage and of which the cause of the damage is accountable to other than the User. When the User in this position is held accountable by third parties, the Client is obliged to immediately do everything that can be expected both legally and otherwise. When the Client fails to take adequate measures, the User is entitled to do this himself. All resulting costs and damages on the side of the User and third parties, are integrally at the risk and account of the Client.

### **Article 11 Intellectual Property**

- 1.

The User reserves the rights and powers vested in it under the Copyright Act and other intellectual property rights laws. The User has the right to use knowledge that is obtained by him through the execution of the agreement for other purposes as long as no confidential information about or originating from the Client is made known to third parties.

These conditions will be accepted as agreements between both parties. In case of dispute both parties can refer to these agreements, considering the relevant legislation of the country in question.

## **Article 12 Governing law and disputes**

1.  
To all legal relations which the User is a party, only the law of The Netherlands is applicable as well as if an agreement is partially or in whole carried out outside The Netherlands or if the party that is involved with the legal relationship is resident outside The Netherlands. Applicability of the Vienna Trade Treaty is excluded.
2.  
The court in the User's place of business shall have exclusive jurisdiction to hear actions unless the law prescribes otherwise. However the User has the right to bring the dispute before a court which according to law has jurisdiction.
3.  
Parties shall not appeal to the courts until they have made every effort to resolve any dispute amongst themselves.

## **Article 13 Location and adjustment of the conditions**

1.  
These terms and conditions are deposited at the Chamber of Commerce in Amsterdam, the Netherlands under the number of 64241378
2.  
The most recently filed version and/or the version in force at the time the agreement was established with the User is applicable.
3.  
The Dutch text of the General Conditions shall prevail in the interpretation thereof.

Note: all references in these general conditions are related to the Dutch Civil Code and are applicable in the Netherlands. Abroad these references are a description of the intention. Activities and consultation executed abroad are subject to the jurisdiction of the country where the activities are completed.