Iver Wind – General Supply Terms and Conditions

10 November 2025

Article 1: Definitions

For the purpose of these general terms and conditions, the following definitions apply:
a. Contractor: New Wind B.V., established in Lelystad, with Chamber of Commerce registration number 81568703, and all companies affiliated with Iver Wind in the same group within the meaning of articles 2:24a and 2:24c Dutch civil Code, hereinafter referred to as **Iver Wind**.
b. Customer: the natural person acting in the course of a profession or business, or the legal entity that commissions Iver Wind to perform services or carry out work, hereinafter referred to as the **Customer**.
c. **Conditions**: these general terms and conditions of Iver Wind.

Article 2: Applicability

2.1. These Conditions apply to all offers made by Iver Wind, to all agreements entered into by Iver Wind, and to all agreements arising thereof, provided Iver Wind acts as the offering party or contractor.
2.2. In the event of any conflict between the agreement entered into between the Customer and Iver Wind and these Conditions, the provisions of the agreement shall prevail.

Article 3: Offers

3.1. All offers are non-binding. Iver Wind may withdraw its offer within two business days after receipt of the Customer's acceptance.
3.2. If the Customer provides information to Iver Wind, Iver Wind may rely on its accuracy and completeness when preparing its offer.
3.3. Prices stated in the offer are expressed in euros, exclusive of VAT and any other government levies or taxes. Prices also exclude packaging, storage, and transport costs, as well as loading, unloading, and customs related assistance, unless otherwise agreed between the parties.

Article 4: Confidentiality

4.1. All information provided by or on behalf of Iver Wind to the Customer (including offers, designs, images, drawings, and know-how), in any form whatsoever, is confidential and may not be used by the Customer for any purpose other than performance of the agreement.
4.2. The Customer may not disclose or reproduce the information referred to in paragraph 1.
4.3. If the Customer breaches any obligation under paragraphs 1 or 2, an immediately payable penalty of €25,000 per breach shall be due by the Customer, without prejudice to Iver Wind's right to claim damages.
4.4. Upon first request, the Customer shall return or destroy the information referred to in paragraph 1 within a deadline set by Iver Wind. Failure to do so will result in an immediately payable penalty of €1,000 per day owed by the Customer, without prejudice to Iver Wind's right to claim damages.

Article 5: Advice and information

5.1. The Customer cannot derive rights from advice or information provided by Iver Wind if such advice or information does not directly relate to the order.
5.2. If the Customer provides information Iver Wind may rely on its accuracy and completeness when performing the agreement.
5.3. The Customer indemnifies Iver Wind against any claims from third parties arising from the use of advice, drawings, calculations, designs, materials, trademarks, samples, models, and so on, provided by or on behalf of the Customer. The Customer shall compensate all resulting damages incurred by Iver Wind, including full legal defence costs.

Article 6: Delivery time / performance / acceptance

6.1. Any stated delivery time or performance period is indicative only.
6.2. The delivery time or performance period begins only when a date is agreed or, if no specific date is agreed, all commercial and technical details are agreed, all required information, including final and approved drawings and so on, is in the possession of Iver Wind, any required (spare) parts are received by Iver Wind, any agreed upon (instalment) payment has been received and all other preconditions to perform the assignment have been met.
6.3. In the event of:

a. other circumstances than known to Iver Wind at the time of confirming the delivery or execution period, the delivery or execution period shall be extended by the time needed by Iver Wind, taking into account its planning, to perform the assignment.
b. additional work, the delivery or execution period shall be extended by the time needed by Iver Wind, taking into account its planning, to deliver the materials and parts and perform the additional work.
c. suspension of obligations by Iver Wind, the delivery or execution period shall be extended by the time needed by Iver Wind, taking into account its planning, to perform the assignment after the reason for suspension has lapsed.
The duration of the extension shall be deemed necessary and the consequence of a situation as referred to under a to c above.
6.4. The Customer must reimburse Iver Wind for any incurred costs and losses resulting from delays set out in paragraph 3 above.
6.5. Exceeding the delivery or execution time period does not give Customer the right to compensation or dissolution. The Customer indemnifies Iver Wind against third party claims relating thereto.
6.6. If during the term of the agreement the Customer fails to accept delivery or fails to provide the necessary cooperation as further set out in Article 17, Iver Wind may:
a. suspend the agreed work or delivery thereof,
b. dissolve the agreement in whole or in part, and/or
c. charge the resulting damages, including lost profit and storage, transport, and personnel costs, to the Customer, as well as the penalties referred to in Article 17.
6.7. Agreed time schedules or delivery dates constitute binding acceptance dates for the Customer unless Iver Wind confirms otherwise in writing.
6.8. Failure to accept (timely) delivery does not release the Customer from its payment obligations.

Article 7: Delivery and transfer of risk

7.1. Delivery occurs at the location designated by the Customer, unless agreed otherwise between the parties. Delivery takes place at the moment Iver Wind makes the items available at the agreed location. From that moment the Customer bears the risk for, among other things, storage, loading, transport and unloading.
7.2. The Customer and Iver Wind may agree that Iver Wind arranges transport. In such case the risk for storage, loading, transport and unloading still lies with the Customer. The Customer may insure itself against these risks.
7.3. In case of trade-in items held by the Customer until delivery, the Customer bears all risk for those items until they have been handed over to Iver Wind. If the trade-in item cannot be delivered in its original condition, Iver Wind may dissolve the agreement.

Article 8: Price changes

8.1. Iver Wind may pass on increases in cost price-determining factors, occurring after conclusion of the agreement. The Customer shall pay such increases upon first request.

Article 9: Force Majeure

9.1. A failure in the performance of its obligations cannot be attributed to Iver Wind if it is the result of force majeure.
9.2. Force majeure includes, among other things, circumstances in which third parties engaged by Iver Wind such as suppliers, subcontractors and carriers, or other parties on which the Customer depends, do not (timely) meet their obligations, as well as weather conditions, natural disasters, terrorism, cybercrime, disruption of digital infrastructure, fire, power failure, loss, theft or loss of tools, materials or information, road blockades, strikes or work interruptions and import or trade restrictions.
9.3. Iver Wind may suspend fulfilment of its obligations if it is temporarily prevented from fulfilling its obligations to the Customer due to force majeure. When the force-majeure situation has lapsed, Iver Wind will fulfil its obligations as soon as its planning allows.
9.4. If force majeure makes performance permanently impossible or lasts more than six months, Iver Wind may dissolve the agreement entirely or partly with immediate effect. In such cases the Customer may dissolve the agreement with immediate effect only for the part not yet performed by Iver Wind.
9.5. Parties have no right to compensation for damage suffered or to be suffered as a result of force majeure, suspension or dissolution referred to in this Article.

Article 10: Scope of work

10.1. The Customer must ensure that all permits, exemptions and other decisions necessary to perform the work have been obtained in time. The Customer is obliged at first request of Iver Wind to send a copy of these documents.

Article 11: Additional work

11.1. Changes to the execution or the scope of the work may lead to additional work and additional material and/or labour costs, which will be charged by Iver Wind to the Customer. Additional work will be charged based on actual extra hours. The Customer is obliged to pay the price of additional work at first request of Iver Wind.

Article 12: Performance of work

12.1. The Customer ensures that Iver Wind can perform its work undisturbed and at the agreed time and has the required facilities at its disposal, including mandatory provisions pursuant to labour safety laws and regulations. The Customer also ensures that the location where the work is performed is and remains accessible.
12.2. The Customer bears the risk and is liable for damage to and theft or loss of items of Iver Wind, the Customer and third parties, such as tools, materials or equipment used for or intended for the work, located at or near the work-site or at another agreed location.
12.3. Without prejudice to paragraph 2, the Customer is obliged to insure itself adequately against the risks mentioned therein and for insurance of the operational risks of equipment used. The Customer must send Iver Wind a copy of the relevant insurance policy and proof of premium payment at first request. In case of damage the Customer must immediately notify its insurer.

Article 13: Completion of work

13.1. The work is deemed completed in the following cases:
a. if the Customer has approved the work;
b. if the Customer has taken the work into use. If the Customer takes part of the work into use, that part is deemed completed;
c. if Iver Wind has notified the Customer in writing that the work is completed and the Customer has not objected in writing within 5 days that the work is not approved;
d. if the Customer does not approve the work due to minor defects or missing components that can be remedied or delivered within 30 days and that do not prevent use of the work.
13.2. If the Customer does not approve the work, it must notify Iver Wind thereof in writing stating the reasons. The Customer must give Iver Wind the opportunity to complete the work.
13.3. The Customer indemnifies Iver Wind against claims by third parties for damage to uncompleted parts of the work caused by the use of completed parts.

Article 14: Liability

14.1. In case of an attributable failure, Iver Wind shall perform its contractual obligations in accordance with Article 15.
14.2. The obligation of Iver Wind to compensate damage on any legal basis is limited to damage against which Iver Wind is insured under its insurance policies. Liability shall never exceed the amount paid under such insurance.
14.3. If for any reason Iver Wind cannot rely on paragraph 2 above, its liability is limited to a maximum of 15% of the total sum of the assignment (excluding VAT). If the agreement consists of parts or partial deliveries, liability is limited to 15% (excluding VAT) of the sum of that part or that delivery. For continuing agreements liability is limited to 15% (excluding VAT) of the amount payable for the assignment in the last twelve months preceding the damage causing event.
14.4. Not eligible for compensation are:
a. consequential damage, including among other things, damages arising from lost productivity, production loss, lost profit, penalties, transport costs and travel and accommodation costs;
b. damage to items under custody (‘*opzichtschade*’), including among other things, damage to items being worked on or located near the work;
c. damage caused by intent or conscious recklessness of auxiliary persons or subordinates of Iver Wind.
The Customer may insure itself against such damage.
14.5. Iver Wind is not obliged to compensate damage to materials supplied by or on behalf of the Customer resulting from improper processing.
14.6. The Customer indemnifies Iver Wind against any third party product liability claims caused by a defect in a product delivered by the Customer to a third party in which products or materials supplied by Iver Wind are included. The Customer shall compensate all resulting damages incurred by Iver Wind, including full legal defence costs.

Article 15: Warranty and claims

15.1. Any applicable warranty is as agreed between the parties.
15.2. If warranty terms have been agreed, this article applies unless contrary to those terms. The agreed warranty terms prevail.
15.3. If the agreed performance has not been properly executed, Iver Wind shall within a reasonable period, at its discretion, either choose to execute it properly or to credit the Customer for a proportional part of the sum of the assignment.

15.4. If Iver Wind chooses to execute the performance properly, it determines the manner and timing of the performance. The Customer must give Iver Wind the opportunity to do so in all cases. If the performance consisted (partly) of processing materials supplied by the Customer, the Customer must supply new materials at its own cost and risk.
15.5. Parts or materials repaired or replaced by Iver Wind must be sent to Iver Wind by the Customer.
15.6. The following costs are in any case for the account of the Customer:
a. all transport or shipping costs;
b. costs for disassembly and assembly;
c. travel and accommodation costs and travel time.
15.7. Iver Wind is only obliged to execute warranty if the Customer has fulfilled all of its obligations.
15.8 a. Warranty is excluded for defects resulting from:
– normal wear and tear;
– improper use;
– no maintenance or incorrect maintenance;
– installation, assembly, modification or repair by the Customer or third parties;
– defects in or unsuitability of items originating from or prescribed by the Customer;
– defects in or unsuitability of materials or tools used by the Customer.
b. No warranty is provided for:
– delivered items that were not new at delivery;
– inspecting and repairing items of the Customer;
– parts with manufacturer's warranty.
15.9. Paragraphs 3 to 8 above apply mutatis mutandis to any claims of the Customer on grounds of breach of contract, non-conformity or any other legal ground.

Article 16: Complaints

16.1. The Customer can no longer invoke a defect in the performance if it has not submitted a written complaint with Iver Wind within fourteen days after having discovered the defect or reasonably had to be able to discover the defect.
16.2. The Customer must submit complaints about invoices in writing within the payment term, failing which it forfeits all rights. If the payment term exceeds thirty days, the Customer must submit a complaint in writing within thirty days after invoice date.

Article 17: Goods not collected

17.1. The Customer is obliged, after expiry of the delivery or execution period, to physically take delivery of the goods that are the subject of the agreement at the agreed location.
17.2. The Customer must provide all cooperation free of charge to enable Iver Wind to deliver.
17.3. Goods not collected shall be stored at the expense and risk of the Customer.
17.4. In case the Customer breaches paragraph 1 or 2 above and after a notice of default has been sent by Iver Wind, the Customer owes Iver Wind a penalty of €250 per day per breach, with a maximum of €25,000. This penalty may be claimed in addition to statutory damages.

Article 18: Payment

18.1. Payment shall be made at the registered office of Iver Wind or to an account designated by Iver Wind.
18.2. Unless otherwise agreed, payment shall be made within 14 days from the invoice date.
18.3. If the Customer fails to meet its payment obligations, the Customer shall, at the request of Iver Wind, be obliged to provide payment in kind in lieu of the agreed monetary payment.
18.4. The Customer shall not be entitled to set off any claims against Iver Wind or to suspend performance of its obligations, unless Iver Wind has been granted a moratorium on payments, has been declared bankrupt, or is subject to statutory debt restructuring.
18.5. Regardless whether Iver Wind has fully performed its obligations, all amounts owed or to be owed by the Customer under the agreement shall become immediately due and payable if:
a. a payment term has been exceeded;
b. the Customer fails to comply with its obligations under Article 17;
c. bankruptcy or suspension of payments of the Customer has been applied for;
d. assets or receivables of the Customer are seized;
e. the Customer(in case of a legal entity) is dissolved or liquidated;
f. the Customer(in case of a natural person) applies for statutory debt restructuring, is placed under legal guardianship, or dies.
18.6. In the event of late payment, the Customer shall owe interest to Iver Wind on the outstanding sum, effective from the first day after the agreed payment due date until the day of full payment by Customer. If no due date has been agreed,

interest shall accrue 30 days after the claim becomes due. Interest shall be 12% per annum, or the statutory interest rate if higher. Any part of a month shall be counted as a full month. At the end of each year accrued interest shall be added to the principal amount annually.
18.7. Iver Wind is entitled to set off its debts to the Customer against claims of companies affiliated with Iver Wind against the Customer. Iver Wind is also entitled to set off its claims against the Customer against debts of affiliated companies of Iver Wind to the Customer. Furthermore, Iver Wind may set off its debts to the Customer against claims it has against companies affiliated with the Customer. "Affiliated companies" means all companies belonging to the same group within the meaning of Articles 2:24b and 2:24c of the Dutch Civil Code.
18.8. If payment is not made on time, the Customer shall owe Iver Wind all extrajudicial costs, with a minimum of €75. These costs shall be calculated as follows (principal sum including interest):
- first €3,000 : 15%
- next €3,000 up to €6,000 : 10%
- next €9,000 up to €15,000 : 8%
- next €45,000 up to €60,000 : 5%
- any amount above €60,000 : 3%

If the actual extrajudicial costs exceed the calculated amount, the actual costs shall apply.
18.9. If Iver Wind is fully or largely successful in legal proceedings, all costs incurred by Iver Wind in relation to such proceedings shall be borne by the Customer.

Article 19: Security

19.1. Regardless of agreed payment terms, the Customer shall, at first request of Iver Wind, provide sufficient security for payment as deemed adequate by Iver Wind. Failure to do so within the specified period shall place the Customer in default. In such case Iver Wind may dissolve the agreement and recover damages from the Customer.
19.2. Iver Wind retains ownership of delivered goods until the Customer has:
a. fulfilled all obligations under any agreement with Iver Wind;
b. paid all claims arising from non-fulfilment of any agreement with Iver Wind, including damages, penalties, interest, and costs.
19.3. As long as retention of title applies, the Customer may not encumber or dispose of the goods outside the ordinary course of business. This clause has proprietary effect ('*goederenrechtelijke werking*').
19.4. When Iver Wind invokes its retention of title, it may repossess the goods. The Customer shall provide its full cooperation.
19.5. If the Customer fulfils its obligations after delivery, the retention of title shall revive if the Customer fails to fulfil its obligations at a later stage under any subsequent agreement.
19.6. Iver Wind holds a right of pledge and a right of retention on all goods of the Customer in its possession for all current and future claims against the Customer.

Article 20: Intellectual property rights

20.1. Iver Wind shall be considered the creator, designer, or inventor of works, models or inventions developed under the agreement and holds the exclusive right to apply for patents, trademarks or designs.
20.2. No intellectual property rights are transferred by Iver Wind to the Customer.
20.3. If performance by Iver Wind includes (also) the delivery of software, the source code shall not be transferred to the Customer. The Customer shall only receive a non-exclusive, worldwide, perpetual user licence on the software solely for normal use and proper operation of the item. The licence may not be transferred or sublicensed. Upon sale of the item by the Customer to a third party, the licence transfers automatically to the acquirer.
20.4. Iver Wind shall not be liable for damages suffered by the Customer resulting from infringement of third party intellectual property rights. The Customer indemnifies Iver Wind from any third party claims relating to an infringement of intellectual property rights.

Article 21: Data protection

21.1. In the event Iver Wind processes personal data in the performance of the agreement, it acts as a data controller under the General Data Protection Regulation (EU) 2016/679 ("GDPR"), unless expressly agreed otherwise in writing. Iver Wind's use of personal data is limited to what is necessary for entering into or performing the agreement, maintaining the Customer relationship and complying with legal obligations.
21.2. If the Customer provides personal data of third parties to Iver Wind, the Customer warrants the lawful collection and transfer of such data to Iver Wind. The Customer shall fully indemnify Iver Wind against claims from data subjects or third parties arising from the unlawful or incorrect processing of personal data.
21.3. Iver Wind shall take appropriate technical and organisational measures to protect personal data against loss or any form of unlawful processing and may engage third parties who are subject to comparable privacy and security obligations.

21.4. Iver Wind reserves the right to use, analyse and share non-personal data generated during the services for internal business purposes, product development or statistical analysis, provided such data cannot be traced to natural persons or confidential business information of the Customer. Such use shall comply with the European Data Act (Regulation (EU) 2023/2854) and other applicable laws and regulations regarding access to and use of non-personal data. Without prejudice to the foregoing Iver Wind is not obliged to retain for or share data with the Customer, unless expressly agreed otherwise in the agreement or required by mandatory provisions in the Data Act of other applicable laws or regulations.

Article 22: Assignment

22.1. The Customer may not assign or pledge any rights or obligations under these Conditions or the agreement without the prior written consent of Iver Wind. This clause has proprietary effect ('*goederenrechtelijke werking*').

Article 23: Termination or cancellation

23.1. The Customer may not terminate or cancel the agreement without explicit consent of Iver Wind or unless otherwise agreed between the parties. Upon consent, the Customer owes Iver Wind an immediately payable fee equal to the agreed price minus savings for Iver Wind resulting from the termination, with a minimum of 20% of the agreed price.
23.2. If pricing is based on actual costs (time and materials), the fee as referred in paragraph 1 above shall be budgeted at the expected total costs, labour hours and profit to be incurred or made by Iver Wind for the full scope of work.

Article 24: Governing law and jurisdiction

24.1. Dutch law applies.
24.2. The Vienna Sales Convention (CISG) and any other applicable international regulations are excluded.
24.3. The Dutch civil court having jurisdiction in the district in which Iver Wind has its registered office shall be the competent cour. Iver Wind may deviate from this competence rule and invoke the statutory rules of jurisdiction.