



**Objednávka č. B416/2020**

**Datum: 21. 12. 2020**

**Objednatel:**

**Vyřizuje:** [redacted]

[redacted]  
[redacted]

**Dodavatel:**

**Při fakturaci uveďte číslo  
objednávky!**

**Objednáváme u Vás:**

**ZOO Dvůr Králové a.s.**  
**Štefánikova 1029**  
**544 01 Dvůr Králové nad Labem**

**Tel.:** [redacted]

**IČO:** 274 78 246

**DIČ:** CZ27478246

**Bankovní spojení:** [redacted]

**YALA Luxury Canvas Lodges**

Titaniumweg 4

8304 BR Emmeloord The Netherlands

**Tel.:** [redacted]

**IČ:** 851654897

**DIČ:**

### **I. Předmět objednávky**

1. 3 x stan Luxury Lodge 49 na safarikemp, dle cenové nabídky, která je nedílnou součástí objednávky vč.příloh.  
Realizace a stavba od 29.3.2021 do 4.4.2021.

3 x Luxury Lodge 49 tent for a safari camp, according to the price offer, which is an integral part of the order, including annexes.  
Implementation and construction from 29.3.2021 to 4.4.2021.

### **II. Cena a způsob placení**

1. Celková cena díla **1 078 000,00 Kč bez DPH.**
2. Daňový doklad-fakturu vystaví dodavatel po řádném předání předmětu objednávky objednateli.
3. Splatnost daňového dokladu je 15 dnů od jeho doručení do sídla objednatele.
4. Faktura musí být opatřena číslem této objednávky, jinak bude bez proplacení vrácena.

### **III. Termín dokončení a předání**

1. Předmět dodávky bude splněn nejpozději do **29. 03. 2021**

Ve Dvoře Králové nad Labem dne 21. 12. 2020

**Požaduje:** [redacted]  
**Správnost ověřil:**

**Schválil:**

.....  
MVDr. Přemysl RABAS  
předseda představenstva

Potvrzení a převzetí objednávky dodavatelem:

Dne: .....

.....  
Dodavatel


**Customer details**

ZOO Dvůr Králové a.s.

Štefánikova 1029

544 01 Dvůr Králové nad Labem

Czech Republic

Date 15-12-2020

Quote no. 2020-08-CZ

Customer no. ZOO Dvůr Králové a.s.

Model Luxury Lodge 49

Offer valid until: 15-3-2021

Prepared by

 Titaniumweg 4  
 8304 BR Emmeloord  
 The Netherlands

Phone no:

Qt.	Product code	Luxury Lodge 49	Price/item	Total
3	90-226	Luxury Lodge 49 incl. wooden frame, connectors, side fences and PVC roof Inner tent fabric: KA-46 Roof color Beige Wooden frame and connectors: Ø80	€ 7.345,00	€ 22.035,00
3	80-090	End connectors 80Ø	€ 144,00	€ 432,00
0	91-019	Wooden inner floor of 5.4x5m and porch of 5.4x3m incl. tropical wooden pegs and screws Elevation: >0,5m	€ 2.235,00 € -	
0	80-052	Porch stairs 1,2m wide max. 3 steps	€ 175,00	€ -
0	80-068	Porch railing: (Mandatory from > 50 cm)	€ 305,00	€ -
0	80-073	Porch gate	€ 140,00	€ -
<b>Subtotal Tents and construction</b>				<b>€ 22.467,00</b>

Qt.	Product code	Interior	Price/item	Total
0	10-005	Double bed 200 x 160	€ 265,00	€ -
0				
0	10-002	Single bed 200 x 80	€ 175,00	€ -
3	10-029	Cabin bed Luxury Lodge 49	€ 820,00	€ 2.460,00
0	11-003	16cm Bonnell mattress 200 x 80	€ 80,00	€ -
6	12-002	Slatted bed base 200 x 80 (26 slats)	€ 40,00	€ 240,00
0	13-001	Duvet 400gr 200 x 140	€ 23,00	€ -
0	13-003	Pillow 700gr	€ 10,00	€ -
0	30-013	Wardrobe 100 x 80 x 40 - closed rear	€ 150,00	€ -
0	30-009	Wall cabinet 114 x 78 x 30	€ 95,00	€ -
0	30-015	Wardrobe 175 x 60 x 50	€ 205,00	€ -
0	30-018	Night stand 40	€ 50,00	€ -
0	20-009	Corner sofa 180 x 180	€ 460,00	€ -
0	21-004	Cushion set corner sofa 180 x 180	€ 475,00	€ -
0	40-001	Coffee table 60 x 60	€ 110,00	€ -
0	40-011	Table 200 x 80	€ 250,00	€ -
0	20-019	Dining chair	€ 75,00	€ -
0	50-006	Kitchen 220, incl. siphon (excl. Fridge)	€ 590,00	€ -
0	51-001	Kitchen tap	€ 23,00	€ -
0	51-002	4 hob gas stove with propane set	€ 220,00	€ -
0	53-004	Kitchen shelf 220 - 30	€ 105,00	€ -
0	53-001	Kitchen shelf 125 - 30	€ 65,00	€ -
3	60-027	Wall set Luxury Lodge 49	€ 1.805,00	€ 5.415,00
0	70-023	Bathroom interior Luxury Lodge 49 (incl. shower, wash stand, vinyl and mirror)	€ 1.995,00	€ -
0	30-020	Water heater cabinet 150 x 75 x 75	€ 295,00	€ -
9	80-011	Sliding door 90, incl. rail	€ 205,00	€ 1.845,00
0	40-018	Picnic table 180	€ 165,00	€ -
0	20-020	Outdoor lounge set large incl. cushions (2 chairs. 1 2-seat sofa and table)	€ 685,00	€ -
<b>Subtotal Interior</b>				<b>€ 9.960,00</b>

**Customer details**

ZOO Dvůr Králové a.s.

Štefánikova 1029

544 01 Dvůr Králové nad Labem

Czech Republic

Date 15-12-2020

Quote no. 2020-08-CZ Jan Pařík

Customer no. ZOO Dvůr Králové a.s.

Model Luxury Lodge 49

Offer valid until: 15-3-2021

Prepared by

Titaniumweg 4  
8304 BR Emmeloord  
The Netherlands

Phone no:

Qt.	Product code	Accessories		
0	80-019	Power package IP44 - large	€ 1.010,00	€ -
0	80-082	Lighting package - large	€ 420,00	€ -
0	80-041	Plumbing package	€ 530,00	€ -
0	98-022	Wind screen 2,5m	€ 220,00	€ -
0	98-002	Winter wrapping Luxury Lodge 49	€ 355,00	€ -
0	98-030	Winter poles set Luxury Lodge 49	€ 329,00	€ -
0	80-015	ARLO exclusive robust dining table lamp 200	€ 260,00	€ -
0	80-016	SRE 9046C Qlima kerosine heater	€ 370,00	€ -
Subtotal Accessories			€	-

Qt.	Product code	Customizations		
2		Extra door instead of window (in 2 of 3 tents)	€ 225,00	€ 450,00
			€ -	€ -
			€ -	€ -
			€ -	€ -
			€ -	€ -
			€ -	€ -
Subtotal Customizations			€	450,00

**All customizations must be authorized by operations****Please note that for any customization the delivery time will extend up to 12 weeks**



**Customer details**

ZOO Dvůr Králové a.s.

Štefánikova 1029

544 01 Dvůr Králové nad Labem

Czech Republic

Date 15-12-2020

Quote no. 2020-08-CZ Jan Pařík

Customer no. ZOO Dvůr Králové a.s.

Model Luxury Lodge 49

Offer valid until: 15-3-2021

Prepared by

Titaniumweg 4  
8304 BR Emmeloord  
The Netherlands

Phone no:

Subtotal tent, interior, accessories and customizations			
		Subtotal Tent	€ 22.467,00
		Subtotal Interior	€ 9.960,00
		Subtotal Accessories	€ -
		Subtotal Customizations	€ 450,00
		<b>Total price for hardware</b>	<b>€ 32.877,00</b>

Qt.	Product code	Labour and Logistics		
1		Transport total price for hardware	€ 32.877,00	€ 32.877,00
3		Installation of frame, roof and tent	€ 963,00	€ 2.889,00
3		Installation of interior (Wall set)	€ 400,00	€ 1.200,00
0		Installation of electrics and lighting	€ 600,00	€ -
0		Installation of plumbing	€ 400,00	€ -
		Mounting price is based on standard working conditions		
		Extra hours because of additional ground work, or because of unforeseen circumstances will be invoiced.		
942		Travel costs YALA team based upon distance in km	€ 1,28	€ 1.205,75
		Customer provides free accommodation for the building team during building days		
1		Transport costs based upon zip code		€ 1.675,00
		Customer is to provide a Manitou forklift (cap. 2000 kg) for unloading the truck and internal transport		
		Total price excl. VAT		€ 39.846,75
		<b>Net project price</b>		<b>€ 39.846,75</b>

Terms of payment			
		1st term - due within 8 days of confirmation of the order	30% € 11.954,03
		2nd term - to be paid 1 week before transport	60% € 23.908,05
		3rd term - due within 8 days after acceptance of the goods	10% € 3.984,68
		<b>Total price excl. VAT</b>	<b>100% € 39.846,75</b>



# WARRANTY CERTIFICATE

## YALA luxury canvas Lodges

Titaniumweg 4 | 8304 BR Emmeloord | The Netherlands

Your purchase from YALA luxury canvas lodges

---

### YOUR PURCHASE

Type of tent(s):

Serial number(s):

---

YALA luxury canvas lodges uses high-grade materials produced according to advanced production methods and in conformity with Dutch standards. The guarantee of a perfect final result and extensive service. Moreover, our products meet strict environmental, safety and protection requirements.

# SAFETY, CARE AND MAINTANENCE MANUAL

## Please read before you setting up your tent

At the time of purchase, we guarantee that this product is supplied without fault and fit for purpose. If in the unlikely event that problems are discovered, they will be dealt with under our warranty. We urge you to check all goods whilst unloading the truck and make sure to advise of any visible damage on the truck's delivery note (the CMR).

- This product is designed as a permanent structure; this product will withstand moderate winds, strong gusts, snow loads and heavy rain.
- We recommend that you discuss adding this purchase to your household Insurance Policy with your Insurance Agent.
- TenCate tent cloth will last for many years. After you have bought your tent, the poly-cotton tent cloth may in the first instance still allow a small amount of moisture through. However, during the first shower when the fabric is saturated it will close and allow no further water to pass through.

## Camp safe - SAFETY HABITS

- Use gas appliances of any kind inside the tent with - EXTREME CAUTION -
- Our canvas is made of breathable material, but bigger volumes of gas or fumes or lack of oxygen within the tent could result in unconsciousness, brain damage and even death

## To prevent injury caused by fire



- Do not pitch the tent near a campfire or any other flame source
- Only use recommended water repellent compounds on the tent
- Do not spray tent fabrics with insecticides



## To prevent injury caused by electricity



- Always exercise care when using electricity and electrical lighting in and near the tents.

## To prevent injury caused by your camping environment



- Do not erect your tent on an area that could get flooded



- Do not remain in the tent in very strong winds Seek refuge in your vehicle with very strong winds (not sure you should recommend they sit in a car in case a tree lands on it!)



- We advise clients not to place the tents adjacent / under or within falling distance of trees however if you are intending on doing so we strongly advise that if you are locating a tent near trees you employ a tree surgeon or arborist to survey any trees that could fall on the tent. Do not remain in the tent in extreme weather



- Do not erect the tent near the top or bottom of cliffs in case of collapse or rock fall

## PROLONGING THE LIFESPAN OF YOUR TENT

Every type of tent cloth requires maintenance, however strong and weather-resistant the material may be...

The following tips will enable you to enjoy your TenCate tent for even longer.

- Although our canvas is treated for extra UV resistance and TenCate guarantees the canvas to be colourfast, continuous exposure to sunlight will eventually break the fabric down. Off season, our winter wrappings could protect the tents from gusty winds and UV.
- Make sure the tents are well ventilated and not placed directly against or very close to bushes. Mildew, algae and corrosion can form easily on the canvas, wooden frame and fixings due to lack of daylight and wind. Canvas cannot be protected from algae.

This condition is not covered by the warranty, so make sure that the tent is located so wind and daylight can allow the canvas to dry and prevent mildew to form. Frequent brushing of the canvas is recommended to prevent excessive growth.

If algae or mildew does occur TenCate advises a mild 3% chloride solution to remove mildew and algae. Use a soft bristle brush to apply it to the tent and rinse extensively with water after a couple of minutes. And repeat if necessary.

- Never touch the tent with greasy hands. If you have used suntan lotion, wash your hands first, as grease can harm its water-repellent properties.
- Never place chairs or similar objects against the tent cloth. Abrasion can easily cause damage, which may result in leakage.
- Do not touch the canvas while it is raining, as this will allow water to remain 'suspended' where the tent cloth has been touched, thus increasing the risk of leakage.
- Do not hang washing or wet towels over the tent cloth. These may still contain some soap residues which can be transferred to the tent cloth and affect its water-repellent properties.
- Never clean the mud skirts or ground sheets with soap.
- Ventilate the tent well, even if it is not or rarely being used.
- If you are cooking in the tent, make sure that there is adequate ventilation to remove any condensation formed.
- Always check that hot rings, ovens, cooking, heat sources, fires and bbq's are extinguished and gas turned off and isolated before leaving the tent or going to bed.





- In coastal locations it is important to rinse off any build-up of salt from the canvas and the PVC windows. Use a hose and soft bristle brush - avoid using detergents! We recommend that you do this before and after the season. When you prepare your tents for the winter, make sure the canvas is completely dry before you wrap them in our winter wrappings. Also clean the endings of the wooden frame. Sand and salt cause the ending to stay wet longer and therefore can cause the wood to rot quicker.
- The YKK zippers are best quality and are covered by canvas rain flaps with Velcro, but it is also recommended to check the zippers pre-season and possibly treat them with the proper lubricant. If a zipper does not work smoothly after normal cleaning, apply paraffin or a lubricating spray suitable for plastic zippers, e.g. FastenerMate®, and work the slider up and down several times until it works smoothly, be careful not get lubricant on the canvas.
- We recommend to annually check the zippers for signs of damages. For example, if ruffling of the stitching that hold the coils is detected in an early stage, it can be repaired, otherwise the entire zipper needs to be replaced.
- Like any material, VELCRO will eventually wear out over time no matter its grade. UV light can cause the hooks and loops to become brittle and break off.
- Regularly check the tension on the tents, especially before and after stormy / windy weather. If the canvas walls are slack, you should pull it tight via the black lashing straps.
- Regularly check the tension on the PVC roof especially before and after stormy / windy and snowy weather conditions. Make sure the black straps are ratchet tight. You should not be able to easily tighten the ratchet. Make sure they are completely closed, thus locked, when ready. Without proper tension as result the strain on the Velcro attachments can cause them to tear.

The woody tent design is able to carry 47 kg / m<sup>2</sup> of snow. It is advisable to check the tension of the PVC roof on a regular basis, especially when it thaws. In thaw the snow can increase 2 – 3 times in weight, so it is very important to remove most of the snow after heavy snowfall and especially when it starts to melt.



## CLEANING TIPS & TRICKS

### **!!AVOID DETERGENTS!!**

Detergents will wash away any coating.

Sand or Dust. If the tent is covered in sand or dust, use a soft dry bristle brush to brush it off when the tent is completely dry, or use a clean soft cloth to pat it off.

Wet sand or mud stains: First let it dry out completely. Next, remove most of the dirt and try to clean the rest using a piece of dry canvas, cotton or microfibre cloth.

In all cases - DO NOT scrub too hard! You will risk taking out the colour and you will end up with a white patch.

Algae and/or mildew: Long-term outside exposure, lack of ventilation and sunlight, algae or mildew will start to grow on your tent:

TenCate advises to first try to apply undiluted cleaning vinegar or 50/50 diluted with water. Use a cloth or spray bottle brush to apply it to the tent and let it sit for appr. 30 min and rinse with water.

They also suggest a mild 3% chloride solution to remove mildew and algae. First test a small area to check possible de-colouring. Use a soft bristle brush to apply it to the tent and rinse extensively with clean water after a couple of minutes. And repeat if necessary.

**How to make the 3% solution:** Eg. use 600 ml of your standard household bleach (<5%) and dilute this to 1000 ml with tap water.

### **DO NOT MIX VINEGAR AND BLEACH**

With serious stains only use specific cleaning products that are suitable to clean canvas. Tested specific cleaning product by TenCate are: Isaclean/ Deva/ 123products/ HG/ Ultramar Always follow the product instructions. After the use of one of these products, a re-impregnate treatment is always necessary.

Extensive use of these products can influence the strength of the canvas

- Bird droppings: When dried out: Gently brush off the dropping and possibly clean with water.
- Berries: When dried out: Gently brush off and possibly clean with water.
- Resin / Sap : Pick off most of the resin and when dried out: Gently try to brush off. Possibly use a special resin remover (eg. drKeddo)



- Avoid using a high pressure water hose, they can damage the tent. It is not recommended, but if you do use one make sure to keep your distance - if you are too close, you will damage the cotton thread and consequently the waterproof properties of the tent!
- It is best to avoid using any type of soap. We are currently experimenting with Nano-technology cleaning products. We will advise when we have a suitable cleaning product that does not damage the properties of the TenCate canvas.
- To date the safest house-hold method of cleaning has been to use a non-detergent washing soap. Dilute using approximately 16 ml (1 tablespoon) in 1 ltr water, or 10 gr/liter of water.

Rub it in with a soft bristle brush and allow to soak in for a couple of minutes

Rinse off thoroughly with water (a hose is fine on the outside) and air dry. We recommend doing it in sunny or windy conditions.

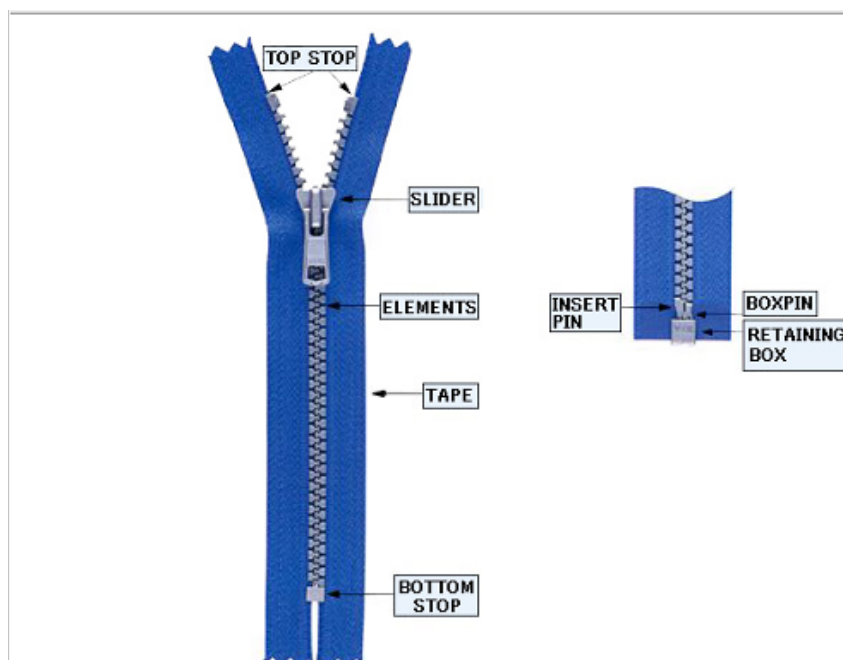


# POSSIBLE CAUSES OF DAMAGE TO YOUR TENT AND HOW TO REPAIR

Your tent could become damaged due to weather conditions, accidents or improper use.

In many cases a local sailmaker will be able to fix or repair problems such as broken zips, damage to your canvas tent or PVC roof.

- Small tears can easily be repaired.  
We recommend Tuff Tape Self Adhesive Repair Patch from Stormsure applicable to both PVC and Canvas (<https://www.stormsure.com/index.php/tuff-tape-2.html>)  
Or Tear-Aid type A for canvas and Tear-Aid type B for PVC (<http://www.tear-aid.nl/eng/>)
- Holes or small tears can be fixed with an iron-on repair fabric. The beige colour is not exactly the same colour. The product can be ordered on-line: <https://www.esvocampingshop.com/en/iron-on-repair-fabric-beige/>  
The patch size is appr. 12 x 34 cm. The patch needs to be approx 4 cm larger than the hole.
- Larger horizontal tears or holes in the mud skirt could be repaired using Saba 70T PVC glue and a piece of transparent or a similar colour PVC. Release the tension of the tent before repair and fully re-tension after 24 hrs. We recommend patching both sides of the material to give greater strength.
- We recommend Weicon VA-100 glue for small quick repairs to your PVC roof or mud skirt. (<http://www.weicon.com/>)
- If your zip pull has come off, or when the zip has come undone without any damage to the zipper elements you could repair it yourself.



- We use only YKK Racquet Coil zippers size 10 with YKK non-locking #10 double sided Coil Sliders.

But when, for example, the slider is broken, you could consider:

<https://www.zlideon.se/en/product/xxl-narrow-2/> or

<http://fix-a-zipper.com/find-your-zlideon/> to order a new double pull slider and follow the website how to replace it. A local sailmaker might be able to repair it. You could also contact us to send you a video how to change the slider.

- If a seam starts to leak, there are waterproof 'Seam Sealers' to seal it.
- If the canvas is not waterproof anymore, you could consider re- impregnate it again. The product needs to be suitable for coated canvas, e.g. Omega 123 <https://www.esvocampingshop.com/en/123-products-omega-water-tightning>
- Our standard wooden furniture can easily be repaired and small damages and imperfections can easily be sanded away.
- Round wood has the natural property to display lateral cracks. This is not damage and it does not affect the strength.







Titaniumweg 4  
8304 BR Emmeloord  
The Netherlands

[yalacanvaslodges.com](http://yalacanvaslodges.com)  
+31 (0) 527 620 325

# CHECKLIST - !!IMPORTANT!!

## Accomodation of the team

- Not on site
- On site
- Including shower and cooking facilities
- With seperate beds / worker

## Unloading of the truck

- Unloading is close (< 50 mtr) to the construction site
- Unloading is > 50 mtr from the construction site
- A big truck with 13,6 mtr trailer can reach the address
  
- Manitou / telehandler continously available on site during construction
- Manitou / telehandler just available during unloading

## Tent places

- The tents are grouped together
- The tents are at different locations on the campsite
- Tents marked on a floor plan of the campsite
- Tent places are outlined on site
- The places are clear of trees or other obstacles

## Soil condition

- Grass / clay
- Sandy
- A mixture of rocksf rocks and sand/clay
- Only rocks

## Elevation

- Level / no height difference
- A mild slope: >50, but <80 cm
- A moderate slope: >80, but <140 cm
- A steep slope: > 140, but <240 cm
  
- Stairs to veranda

## Pipes / Cables

- No plumbing and/or electric cables in the ground under the construction site
- Plumbing and/or electric cables in the ground under the construction site
  - How deep?
  - Marked, so the team know where they are

## Working days

- Allowed to work 7 days / week
- Allowed to work from 0700 - 2000
- Otherwise specified:

## Comments





## YALA GENERAL TERMS AND CONDITIONS

### 1. Definitions and applicability

1.1 The following definitions apply in these General Terms and Conditions:

**General Terms and Conditions:** these General Terms and Conditions.

**Buyer:** any natural or legal person with whom YALA enters into an Agreement.

**Agreement:** any agreement between YALA and the Buyer with regard to the goods and/or services to be supplied by YALA.

**The Parties:** YALA and the Buyer jointly.

**Tent(s):** tents supplied and installed by YALA on behalf of the Buyer, including furniture and accessories.

**YALA:** the private limited company incorporated under Dutch law, Luxetenten B.V., with its registered office at Titaniumweg 4, Emmeloord, trading under the name YALA luxury canvas lodges and YALA.

1.2 These General Terms and Conditions apply to all offers, quotations and requests, and the Agreement between YALA and the Buyer.

1.3 Any deviations from these General Terms and Conditions will only be valid if agreed in writing between YALA and the Buyer.

1.4 The applicability of any of the Buyer's general terms and conditions are expressly rejected; YALA is not bound by them.

1.5 If any of the provisions of these General Terms and Conditions are at any time wholly or partially null and void or are annulled, the rest of these General Terms and Conditions will remain in force. In that case, YALA and the Buyer will consult each other in order to agree to new articles to replace the null and void or annulled articles, respecting the purpose and purport of the original articles as much as possible.

1.6 YALA is entitled to amend these General Terms and Conditions unilaterally. These amendments will take effect at the announced time of their entry into force.

### 2. Formation and content of the Agreement

2.1 All quotations and offers from YALA are without obligation, unless otherwise agreed in writing, and are valid for a period of 90 days. YALA is only bound by the quotation or offer if the Buyer has accepted it in writing within the specified period.

2.2 If the acceptance deviates from YALA's quotation or offer, no Agreement will be concluded, unless the Parties agree otherwise in writing.

2.3 Buyer is not permitted to accept only parts of YALA's quotation or offer, and YALA is

not obliged to only carry out parts of an offer or quotation.

2.4 The provisions of the Agreement prevail at all times over the provisions of these General Terms and Conditions.

2.5 The Buyer is not permitted to transfer the rights and obligations from the Agreement to a third party without YALA's prior written permission.

2.6 A model, drawing or example shown by YALA only constitutes an indication of the product; the Buyer cannot derive any rights from them, unless the Parties have agreed otherwise in writing.

### 3. Performance of the Agreement

3.1 Buyer must ensure that all information that YALA states is necessary for the performance of the Agreement, or that Buyer should reasonably understand is necessary, is provided to YALA in good time.

3.2 Buyer is responsible for applying for and obtaining the relevant permits required for the performance of the Agreement.

3.3 If it becomes apparent during the performance of the Agreement that it is necessary to change or extend the Agreement for its proper performance, the Agreement will be amended or extended immediately on YALA's request. The Buyer agrees that a change or extension of the Agreement may lead to an adjustment of the agreed price and the stipulated term for the performance of the Agreement.

3.4 If the Agreement is performed in phases, YALA is entitled to suspend the performance of a following phase until the Buyer has approved the preceding phase in writing.

3.5 YALA is entitled to have the Agreement (partially) performed by third parties.

3.6 Deadlines included in the Agreement are not strict deadlines, unless the Parties have agreed otherwise in writing.

### 4. Prices and payment

4.1 The prices specified in the offer, quotation and/or Agreement are denominated in euros, and do not include VAT and other government levies, or other costs that may be incurred under the Agreement, including travel and accommodation, postage and administrative costs, unless stated otherwise.

4.2 Payment must be made within 14 days of the invoice date unless stated otherwise on the invoice.

4.3 YALA is entitled to demand sufficient security from the Buyer for the fulfilment of the Agreement. The Buyer is obliged to provide the security required





by YALA immediately on request.

4.4 If the Buyer fails to meet its payment obligations in time, the Buyer will be in default and owe the statutory commercial interest to YALA, whereby part of a month counts as the entire month. In addition, the Buyer is in that case liable for all costs incurred by YALA in connection with the collection of payments. Those costs will amount to at least 15% of the amount to be collected with a minimum of € 500 excluding VAT.

4.5 Payments will be used in the first instance to settle interest and costs due and, secondly, to settle the oldest invoices that are due, even if the Buyer states that the payment relates to a later invoice.

### **5. Retention of title and security**

5.1 YALA retains ownership of the Tents delivered under the Agreement until the Buyer has fully complied with all obligations arising from the Agreement(s) entered into with YALA.

5.2 The Buyer is not entitled to pledge or otherwise encumber the Tents, nor to sell them until the Buyer has fully complied with all its obligations.

5.3 If third parties wish to assert rights or take measures related to the Tents, the Buyer will immediately inform YALA of this, and inform those third parties immediately that the Buyer does not own the Tents.

5.4 If the Tents are taken out of the Buyer's control through measures taken by third parties, the Buyer will inform YALA of this within 24 hours and, if necessary, take steps against this. To protect its rights, YALA is entitled to take all measures it deems necessary, including in the name of the Buyer, and at the Buyer's expense.

5.5 The Buyer is obliged to clearly register the Tents delivered under retention of title, and to mark them as the property of YALA, to take good care of the Tents, and to insure them properly.

5.6 The Buyer is obliged immediately on YALA's request to cooperate in the handing over of YALA's property.

### **6. Delivery of the Tents**

6.1 The Buyer is obliged to take delivery of the Tents at the agreed place and agreed time.

6.2 Delivery of the Tents is Ex Works in all cases, unless the Parties have agreed otherwise in writing.

6.3 The risk of the Tents delivered to the Buyer transfers to the Buyer once the goods have left the YALA warehouse.

6.4 The Buyer is obliged to check the Tents for correctness and quantity immediately on receipt.

6.5 YALA is entitled to deliver the Tents in stages.

### **7. Complaints**

7.1 The Buyer is obliged to notify YALA in writing about complaints about the performance of the Agreement within eight days after discovery. Once this term has expired, YALA can no longer be held liable for shortcomings.

### **8. Guarantee**

8.1 The guarantee period for the Tents supplied by YALA is 24 months. This period commences after delivery and after the Tents have been installed, if applicable. YALA can no longer be held liable for shortcomings once this guarantee period has expired. The guarantee does not apply:

1. to second-hand goods;
  2. in the event of improper use on the part of the Buyer, or if instructions, such as maintenance and safety instructions, are not followed;
  3. if the Buyer has installed the Tents incorrectly or third parties hired by the Buyer have installed the Tents incorrectly.
  4. if the Buyer and/or third parties have made adjustments to the Tents without prior written permission;
  5. as long as the Buyer has not met its payment obligations;
  6. if Buyer removes names or brands affixed by YALA or affixes the name of another brand;
  7. if the defect is caused by circumstances beyond the control or the will of YALA, such as vandalism.
- 8.2 In the event of a well-founded claim within the guarantee period, YALA has the option of repairing the defect or replacing the Tent at its own discretion.

### **9. Liability**

9.1 YALA's liability is limited to the provisions of this article, except in the event of intentional act or deliberate recklessness on the part of YALA.

9.2 YALA is only responsible for direct damages. 'Direct damages' exclusively means the reasonable costs for determining the cause and the extent of the damage, insofar as the determination relates to damage within the meaning of these General Terms and Conditions; any reasonable costs incurred to make an inadequate performance on the part of YALA comply with the Agreement, to the extent that these costs can be attributed to YALA; and reasonable costs to prevent and/or limit damage, insofar as these costs have led to limitation of direct damage as referred to in these General Terms and Conditions.

9.3 YALA is not liable for indirect damage, including consequential damages, loss due to business interruption, loss of profit and/or losses suffered, loss



of savings, loss due to delay and damages suffered by third parties. YALA is also not liable for damages due to third parties engaged by YALA.

9.4 Without prejudice to the foregoing, YALA's liability is limited per incident to the amount for which YALA is covered by liability insurance. If, for whatever reason, this insurance does not provide cover or does not pay out, YALA's liability per incident is limited to 10% of the invoice value of the Agreement, up to a maximum of € 20,000, whereby YALA's total liability for all incidents pursuant to the Agreement combined is also capped at € 20,000.

9.5 Any of the Buyer's rights to claim against YALA for whatever reason expire after the mere expiry of one year after delivery of the Tents.

9.6 The Buyer indemnifies YALA against all third-party claims that are a result of, arise from or are related to the implementation of the Agreement.

## **10. Force majeure**

10.1 'Force majeure' means all circumstances (foreseen and unforeseen) that take place beyond the control or the fault of YALA, but that affect the fulfilment of the obligations, including in any case (to be determined in YALA's reasonable opinion) weather in which work cannot be carried out, operational failures, fire, burglary, sabotage, a general lack of required raw materials, breach of contract by suppliers, weather conditions, roadblocks, accidents, transport difficulties, delivery problems suffered by third parties, and IT failures and power outages.

10.2 In the event of force majeure, YALA has the right to suspend the performance of the Agreement for a period of at most six months or to cancel the Agreement entirely or in part, without YALA owing the Buyer any compensation for this.

10.3 If the period of force majeure lasts longer than six months, both Parties are entitled to terminate the Agreement without any obligation to compensate for damages.

10.4 If, at the time of the force majeure circumstances, YALA has already partially fulfilled its obligations or can still partly fulfil them, YALA is entitled to invoice the Buyer separately for the performed or still to be performed part of the Agreement, and the Buyer is obliged to settle those invoices.

## **11. Suspension and termination of the Agreement**

11.1 YALA is entitled to suspend performance of the Agreement or to cancel the Agreement entirely or in part, without notice of default or judicial intervention being required, and without prejudice to all other

rights that YALA has, in the following cases:

1. The Buyer fails to fulfil the obligations under the agreement at all, fully or in good time.

2. In the event of suspension of payment, bankruptcy or full or partial liquidation of the Buyer, or if a petition for bankruptcy or suspension of payment has been submitted.

3. YALA can no longer be expected to comply with the Agreement under the originally agreed conditions and according to the information provided by the Buyer.

11.2 If YALA terminates the Agreement entirely or in part, YALA's claims against the Buyer will be immediately due and payable. In that case, the Buyer will be obliged to compensate YALA for the work already performed by YALA.

11.3 If the Buyer cancels the Agreement entirely or in part, the Buyer will be obliged to compensate YALA for all costs already incurred by YALA and the damages suffered by YALA, including lost profit.

## **12. Intellectual property rights**

12.1 All existing and future intellectual property rights, including but not limited to copyright, that are in any way related to the Agreement, including drawings, sketches and models, are vested exclusively in YALA.

12.2 The Buyer is not permitted to use the aforementioned intellectual property rights for purposes other than for the implementation of the Agreement without YALA's written permission, nor may they be made available to third parties for inspection, nor be copied or used and they may not be used in such a way that this would prejudice YALA in any way.

12.3 YALA is entitled to use the Buyer's name for promotional activities.

## **13. Confidentiality and returning documents**

13.1 The Buyer has a duty to maintain confidentiality with regard to the content of the Agreement and all of YALA's company information that has come or has been brought to his knowledge.

13.2 The Buyer is obliged immediately on YALA's request to destroy or remove all information that the Buyer has received, both physically and digitally, or to return it to YALA.

## **14. Applicable law and dispute settlement**

14.1 All Agreements between YALA and the Buyer are governed by Dutch law. The application of all other laws and regulations, including the Vienna Convention on Contracts for the International Sale of



Goods, is excluded.

14.2 All disputes between YALA and the Buyer that arise from the Agreement or are related to it, will in the first instance be submitted exclusively to the competent court at the District Court of Amsterdam.

*Version June 2020*