

General Conditions

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"Creating moments that make you smile!"

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CHAPTER A. GENERAL PROVISIONS

Article 1. Definitions

1. These general conditions include the following terms, which are written with a capital letter, and will be used in the following context, unless stated otherwise:
2. **Consumers:** the individual who purchases or hires goods at Tropical Hangout, and does not trade in the execution of its profession or business.
3. **Services:** activities to be performed by Tropical Hangout for the Other Party, including its results, of which the activities primarily consist of the general assembly and maintenance of the Products.
4. **The Rented Product:** all Products that are offered for rent by Tropical Hangout to the renters, based on the rental agreement.
5. **Renter:** the legal body who commits to a rental agreement with Tropical Hangout, in relations to the rented Product and the other party, subjected to the agreement with Tropical Hangout in article 6:231 sub c BW.
6. **Purchaser:** the legal body who acquires Products and/or Services from Tropical Hangout and other party in relations to Tropical Hangout subjected to article 6:231 sub c BW.
7. **Maintenance work:** all activities, including the delivery of goods, of which Tropical Hangout must ensure that the requirements of the technical conditions of the product and the product functions are met during the maintenance period.
8. **Order:** the time between placing an order until the delivery of the Products and/or Services to the Purchaser from Tropical Hangout
9. **Agreement:** the purchase agreement between Tropical Hangout and the Other Party by which the property is transmitted from Tropical Hangout to the Purchaser, or the rental agreement between both Parties in which Tropical Hangout grants permission to the Renter for using the Products.
10. **Parties:** Tropical Hangout and the Other Party combined.
11. **Products:** all objects including the user's manual and other documents, that are part of the Agreement with Tropical Hangout.
12. **Tropical Hangout:** The private limited company Tropical Hangout, the other party in relation to the Other Party and consumer of the General Condition subjected to article 6:231 sub b BW.
13. **Written:** All forms of communication are included under "written", e.g. communication via email, fax or digitally (for example an online interface) provided that the identity and integrity of the sender are established.
14. **Other party:** the other party involved in the agreement with Tropical Hangout, including yet not exclusively: The Consumer, the Purchaser, the Renter, and the principal who instructs Tropical Hangout to provide maintenance work.

Article 2. Applicability

1. The current general conditions are applicable on all offers, agreements, dispatches and supplies by Tropical Hangout, regardless of its nature, including all follow up dispatches or additional dispatches or services, unless different conditions have been explicitly outlined in writing based on a Product entirely or partly.
2. Any possible general conditions by the Other Party will be rejected entirely, regardless of its description. Mutations and any additions to these conditions are solely relevant provided that Tropical Hangout explicitly accepts these in writing.
3. If, under any circumstances, Tropical Hangout decides tacitly to allow deviations of the general conditions, it will not restrict Tropical Hangout from demanding a direct and strict compliance of these conditions. The Other Party may not derive any rights in relation to the procedure in which Tropical Hangout applies the conditions.
4. The current conditions are equally applicable on all agreements with Tropical Hangout whereby any Third Parties are involved. The Parties can directly appeal against the current conditions, including the limitations of the liability.
5. In the rare case that one, or more, of the current conditions or any other agreements with Tropical Hangout are in conflict with a legal provision or any statutory provisions, the concerning regulation will be cancelled and replaced by Tropical Hangout with a new comparable regulation that is more compatible with the legal provisions.
6. The Other Party involved in correspondence with Tropical Hangout, concerning the current conditions, is expected to tacitly agree with the applicable conditions of the Agreements by Tropical Hangout.
7. The content of the Agreement will prevail in a conflicting situation regarding the content of the Agreement and the current conditions between the Other Party and Tropical Hangout.

Article 3. Offers, promotions and quotations

1. All offers by Tropical Hangout are revocable and non-binding, unless specified otherwise.
2. The composed invoice does not compel Tropical Hangout to dispatch a part of the offer Products and/or Service, unless the full amount has been cleared.
3. The content of the delivery will be exclusively based on the description of the offered supplies. However, Tropical Hangout will not be restrained in the event of acceptance of a divergence in the offer. In that case, the Agreement will not occur, unless Tropical Hangout specifies differently.
4. Evident and clerical errors in the offer by Tropical Hangout are not binding to Tropical Hangout.
5. The prices in the offer by Tropical Hangout are excluding tax, transport and/or shipping costs and other legal charges by authorities, unless stated explicitly.
6. Tropical Hangout is free to amend its prices at any given time. Naturally, offers and promotions are not automatically valid for future Agreements.

Article 4. Realization of the Agreement

1. Subject to the following, an Agreement will be constructed after Tropical Hangout has accepted and respectively confirmed the Order in writing. The order confirmation is expected to represent the Agreement correctly and fully, unless the Purchaser protests this immediately in writing.
2. Regarding Orders that have been placed on the website of Tropical Hangout, based on provision 1 of this article, the Agreement will be in place starting from the moment that the Purchaser has successfully completed all steps of the online ordering process. Tropical Hangout will follow up by confirming the Order in writing with the Purchaser.
3. Any prospective additional agreements or applied modifications will only bind Tropical Hangout on the condition that a written confirmation is provided by Tropical Hangout within 5 days.
4. Agreements or transactions that do not require a formal quotation, but are completed with an Order confirmation, are expected to present the Agreement correctly and fully, except when written objection is made within 8 days of the billing date.
5. In the event of contact with one or more Other Parties, all Parties shall be individually liable for following the Agreement entirely.
6. The individual who complies with the binding arrangement will be privately liable for all obligations that result from the Agreement with Tropical Hangout in the event that the Other Party is not a legal body.

Article 5. Billing and payments

1. Tropical Hangout is authorized to request the Other Party to make an upfront payment entirely or partly at the commencement of the Agreement. Upfront payments are expected to be cleared immediately after realizing the initial Agreement and will be deducted in the final invoice.
2. Payments must be complied with within 14 days of the invoice date, if the agreement is based on payment by means of invoice, without any deductions or discounts, according to the assigned method of payment in the currency of the invoice.
3. The Other Party will not be required to provide a formal notice to terminate the agreement plan after its natural expiration date.
4. The Other Party is due to an interest payment of 1% per month in the event of a default payment, unless the statutory interest is higher in which case the legal commercial interest will be applied. All judicial costs, which Tropical Hangout makes in order to obtain satisfaction - both in and out of court - are chargeable to the Other Party. In such case, the Other Party will be accountable of at least 15% of the outstanding amount, with a minimum of € 150.00. The percentage decreases for Consumers to at least 5%, with a minimum of € 40.00. However, the Other Party is required to comply with the additional costs, in the event that the actual costs made by Tropical Hangout exceed the above mentioned mounts.
5. Tropical Hangout is entitled to completely suspend the supplies if the Other Party fails to comply with the payments or to suspend the implementation of activities until the payments has been completed or another form of payment has been secured. The same applies prior to the moment of default in event that Tropical Hangout has a reasonable suspicions regarding the creditworthiness of the Other Party.
6. The commitments and obligations of the Other Party to Tropical Hangout are immediately due, in the event of liquidation, bankruptcy, debt restructuring the Other Party or a request of it.
7. The Other Party may waive the right to settlement, in the event that the Other Party has one or more claims against Tropical Hangout. This also valid if the Other Party requests a (temporary) suspension of payments or when bankruptcy is declared.

Article 6. Liabilities

1. If Tropical Hangout carries liability for damages, the liability will be limited exclusively to direct damages and up to the invoice value of the contract (excluding VAT) related to the liability. The liability is limited, in all circumstances, to the amount that is paid out by the insurer of Tropical Hangout. Direct damage includes exclusively:
 - a. the reasonable costs of determining the cause and actual extent of the damage, insofar the determination of the costs relates to damage providing the General Conditions.
 - b. any reasonable costs that may have incurred to map the poor performance of Tropical Hangout based on the Agreement, unless this cannot be attributed to Tropical Hangout.
 - c. costs that have incurred to prevent or limit the damage, if the Other Party can demonstrate that the expenses resulted in mitigation of direct damage under these General Conditions.
2. Tropical Hangout is never liable for indirect damage, including personal injury, consequential damages, lost profits, lost savings, labor, materials, damage due to business interruption, environmental damage and loss resulting from fines imposed or not collecting the Products on time.
3. Tropical Hangout is not liable for damages of any kind or in any form based on incorrect and/or incomplete data provided by the Other Party.
4. The limitations of liability, based on the General Condition, in regards to direct damage is not applicable if the damage is due to intentional or gross negligence on the part of Tropical Hangout.

Article 7. Term of limitation

Tropical Hangout can be held liable for damage compensation merely up to twelve months after the delivery of the concerning Products, in which case the Renter has no right to indemnification after the twelve-month period.

Article 8. Circumstances beyond control

1. Parties are not obliged to fulfill any obligation in the event of any hindrance due to a circumstance that is not answerable, and neither under the law, a legal act or of their accepted practices.
 2. Force Majeure is defined in these General Conditions in addition to the law and jurisprudence as all external causes, foreseen or unforeseen, which are beyond the influence of Tropical Hangout, yet which also prevents Tropical Hangout to meet its obligations. Industrial actions, such as strikes at Tropical Hangout or at the concerning manufacturer, are included in the definition.
 3. Force Tropical Hangout is also entitled to invoke Force Majeure if the circumstance, which prevents (further) fulfillments, occurs after Tropical Hangout has aimed to fulfill its obligation.
 4. Parties may suspend the Agreement obligations for the duration of the Force Majeure. However, if this period lasts longer than 30 days, both Parties are entitled to terminate the Agreement without any further obligations to be accountable for damages that may have occurred to the other party.
1. Insofar Tropical Hangout has partially fulfilled its obligations at the time of the Force Majeure under the Agreement or is in the process of fulfilling it to meet any compliances, Tropical Hangout is entitled to fulfill the performance by means of a separate bill. The other party is obliged to comply with the invoice as if it were a separate Agreement.

Article 9. Safeguarding

The Other Party is expected to Safeguard Tropical Hangout any claims of Third Parties, who may be harmed by the execution of the Agreement or the use of the Products caused by the attributes of Tropical Hangout. If Tropical Hangout is addressed by a Third Party, then the Other Party is expected to immediately assist and accommodate Tropical Hangout, as well as in the event of court involvement. If the Other Party fails to take adequate measures, then Tropical Hangout may, without notice, entitle themselves to do so. All costs and damages that Tropical Hangout and the Third Parties are incurring, are accountable to the Other Party.

Article 10. Intellectual Property

1. Tropical Hangout shall reserve the rights and powers that Tropical Hangout is entitled to under the Copyright Act, notwithstanding the other provisions of these Terms and Conditions.

2. Any drawings, technical specifications, models, methods, designs and calculations made by Tropical Hangout, or by an external designer, remain the property of Tropical Hangout. These may not be shown or made available to Third Parties by the Other Party, provided prior written consent by Tropical Hangout.
3. Data on manufacturing and/or construction methods, that is protected by the copyright/patent law, or for which Tropical Hangout or the designer has made a reservation, shall not be used, reproduced, or disclosed to Third Parties by the other party, unless written permission is provided.
4. The Other Party declares that it does not infringe the copyrights or any other intellectual property laws of Third Parties by providing work to Tropical Hangout, and shall indemnify Tropical Hangout in and out of court for all consequences which (may) arise from its use.
5. All documents that are provided by Tropical Hangout, such as proposals, reports, recommendations, contracts, designs, sketches, drawings, software, etc. for the benefit of the Other Party, may be used by the Other Party and may be multiplied by the Other Party for the purpose of personal use in the organization. All documents that are provided by Tropical Hangout may not be made public or be disclosed to Third Parties by the Other Party without prior consent of Tropical Hangout public, unless the documents specify differently.
6. Tropical Hangout is permitted to disclose the corporate- and brand name and the logo of the Other Party on its website, as well as (moving) images and to publish the name of the project.

Article 11. Applicable law and the choice of forums

1. The Dutch law may exclusively be applied on all Agreements closed by Tropical Hangout. The Vienna Sales Convention (CISG) is not applicable, nor is any other international regulation of relevance, whereby exclusion is permissible.
2. Any disputes that may arise from the present Agreement or other Agreements that may be result therefrom shall be settled by the competent court in the district of the establishment of Tropical Hangout, regardless of where the Other Party resides and regardless of whether (partly) implementation is given in the Agreement, unless a mandatory statutory provision precludes the court's objection. Parties may mutually agree on another form of dispute resolution, such as arbitration or mediation.

Article 12. Modification and Explanation of the Terms and Conditions

1. The Dutch version of the General Conditions will prevail in case of misinterpretation of the content and in case of conflict between the content or interpretation of any translations of the present general conditions.
2. The last registered version is applicable or the version that was valid during the establishment the Agreement.

CHAPTER B. SPECIAL PROVISIONS RELATING TO PURCHASING AND SELLING

The provisions in Chapter A and C are in accordance with the sale of Products by Tropical Hangout, unless this chapter deviates from it expressively.

Article 13. Delivery

1. The Products will be delivered to the delivery address specified by the Buyer, unless agreed otherwise.
2. If the delivery of the Products is made to a delivery address specified by the Purchaser, the Purchaser required to ensure that the location where the Products are to be delivered, is located on the ground floor, is well accessible and is on a drivable paved road.
3. If the Purchaser has no requirements for the Delivery, Tropical Hangout may decide on the choice of transport, including non-paid shipments. Temporary barriers or hindrances in Delivery to the chosen means of transport do not permit the Purchaser to engage in other means of transport.
4. If the Purchaser has specific requirements regarding packaging that is used by Tropical Hangout, all costs for the use of these containers shall be complied with by the Purchaser. Packaging materials are not taken back by Tropical Hangout.
5. Products that are ready for collection must - if it is agreed that the Purchaser will collect the Products at the office or warehouse of Tropical Hangout - collected as soon as possible.
6. If the Purchaser is not able to immediately collect its Products due to a cause in the sphere of the Purchaser, Tropical Hangout shall reserve those Products at the expenses and risk of the Purchaser. This may be in the open air, which may result in damage, loss, or otherwise, without prescribing any Liability on the part of Tropical Hangout.

Tropical Hangout will allow the Purchaser a collection period of 30 days to collect the Products, unless Tropical Hangout has authorized another written deadline.

7. As indicated in the previous provision of this article, in the event that the Purchaser fails to collect its Products upon expiry of the deadline, the Purchaser is legally in default and Tropical Hangout is entitled to terminate the Agreement in writing with immediate effect, without prior or further notice, without judicial intervention and without being liable for compensation of damage, costs or interest, to wholly or partially dissolve the matter. Tropical Hangout is entitled to sell the Products to Third Parties or use the Products for the implementation of other Agreements. The foregoing obligation of the Purchaser does not affect the purchase price, as well as to meet any storage and/or other costs.

Article 14. Delivery Period

1. If Tropical Hangout has given a term of delivery or performance of the Agreement, it is only an indication. A specified delivery time is therefore never to be regarded as a deadline. When the term has exceeded, the Purchaser is ought to correspond in writing with Tropical Hangout. The Supplier should be offered a reasonable period in order to execute the Agreement. The implementation period shall begin no earlier than after the Other Party has informed Tropical Hangout.
2. In the event that a Product cannot be delivered from stock, Tropical Hangout will implement a different Delivery Period, which is the period that is required by the manufacturer to complete the order; This Delivery Period starts on the day on which the final Agreement has been concluded and all the required information is received by Tropical Hangout for implementation.
3. If Tropical Hangout finds that proper implementation of the Agreement is required, Tropical Hangout has the right to perform certain activities by Third Parties.
4. The Purchaser shall ensure that all data, which Tropical Hangout regards as necessary or which the Purchaser believes to be necessary for the execution of the Agreement, shall be provided to Tropical Hangout. Tropical Hangout has the right to suspend the execution of the Agreement and/or place the additional costs to the Purchaser if the data is not provided on time to Tropical Hangout.
5. The Other Party is obliged to provide all information that is necessary for a proper and timely execution of the Agreement. This includes the availability of staff of the Other Party, who may be involved in the works of Tropical Hangout.
6. Tropical Hangout may deliver the sold Products in parts, to invoice each part separately and to demand payments in accordance with the applicable Payment terms.

Article 15. Research and Complaints

1. The Buyer must inspect the Products immediately after delivery for any deviations or faults. Any Complaints regarding the delivered Products shall be submitted in writing and returned to Tropical Hangout with the enclosed packing slip within 30 days after delivery. After the expiry of the aforesaid period, the delivered Product will be irrevocably and unconditionally accepted by the Purchaser. The Purchaser shall keep the defective Products available to Tropical Hangout for inspection. However, filing a complaint will not suspend the payment of the Purchaser in respect to the Product. In the event that the Products are visibly damaged upon arrival, the Purchaser is expected to make a reservation in writing with the carrier by means of a note on the delivery receipt and must, notwithstanding the provision in paragraph 1 of this Article, notify Tropical Hangout within 48 hours after receiving the delivery.
2. Drawings, technical descriptions, models, samples, images, colors, weights, dimensions and material specifications are specified as precisely as possible by Tropical Hangout. However, this informative data is not binding. Deviations in the delivered Products, with the usual margins in the industry, are to be accepted and do not grant the Purchaser any right to complain and demand replacement or compensation for damages or any other specifications, unless the contract expresses a smaller margin on the deviations.
3. Defective products can only be returned after preceding consultation has taken place with any of the sales staff at Tropical Hangout.
4. Any form of Complaints will be dismissed once Products are installed or processed by the Purchaser, for whatever reason, including the event of wrong delivery. Complaints will therefore be no longer valid, even if it is submitted within the prescribed period; in these cases, Tropical Hangout is no longer bound to any compensation.

Article 16. Trial period and the right to withdrawal

1. In the event of a remote purchase, the offer will also include a trial period of 14 days, commencing the day after collection by or on behalf of the Consumer, unless agreed otherwise. The sale will be finalized after the 14 days of trial has expired.

2. The Consumer has a right of withdrawal during the trial period, whereby the Consumer has the opportunity to return the Product without any obligation, other than the remuneration of the direct cost of returning the received Products.
3. The Consumer may invoke the right of withdrawal with Tropical Hangout within 14 days after collection. The Consumer may inform Tropical Hangout of his intentions in writing or by e-mail. The written statement should be sent by email to info@tropicalhangout.com. The Consumer may also use the return form which is provided by Tropical Hangout on its website, however the Consumer is not obliged to do so.
4. If the Consumer wishes to invoke on the right of withdrawal, Tropical Hangout will reimburse the Consumer the amount paid within 14 days after receipt of the returned products.
5. The Consumer may only effectively exercise its right of withdrawal on the condition the Products are complete, undamaged, unused and returned in original packaging. However, the Consumer may release the Product from the packaging, assemble and use it to assess whether the product meets the expectations of the consumer as long as the original packaging is retained and the Product is returned intact. The delivered goods must be returned to Tropical Hangout within 14 days after the Consumer invokes its right of withdrawal.
6. Customized products and products that are accomplished in accordance with specifications of the Consumer are excluded from the trial period. This exclusion will be specified in the description of the Products that are listed by Tropical Hangout on the website.

Article 17. Installation and commissioning

1. The cost of installation, commissioning and maintenance are not included in the retail price, unless agreed differently in writing.
2. If Tropical Hangout commits to the installation and commissioning of the sold and delivered Products, Tropical Hangout only accepts liability with regards to the functioning of the concerning Products, if:
 - a. assembly and commissioning is carried out according to instructions by Tropical Hangout, in which case Tropical Hangout has the right to appoint a mechanic in charge of the work. However, costs for travel, accommodation, meals and other necessities for the mechanics are accounted to the Purchaser.
 - b. the conditions (generally speaking) of the designated area, where the assembly and commissioning of the Products is conducted, do not exerts any interference, and foundations, walls, partitions etc. are prepared, applied and/or repaired accordingly prior to the commencement of the arranged labor.
3. Additional costs may be applied to the Purchaser if the mechanic(s) of Tropical Hangout are facing obstructions, beyond the control of Tropical Hangout, during the installation and commissioning of the Products.

Article 18. Warranty

1. The Warranty rights of the Consumer will remain unaffected under the law, based on the provisions of this Article.
2. Tropical Hangout grants the Purchaser, excluding consumers, a Warranty on the Products for the duration of 12 months after the purchase date.
3. Tropical Hangout only provides warranties for Products that are sold by Tropical Hangout on the condition that it is agreed in writing. The provided Guarantee is called "Carry In - Carry Out" Warranty, which concludes that the Purchaser is ought to ensure provision to the evaluating party, designated by Tropical Hangout, on parts of the Products that are under Warranty, unless specified differently in writing. The Purchaser is expected to collect the Products or parts of it after the repairs/replacement at the address designated by Tropical Hangout.
4. Parts which are transported or shipped for repairs, replacement or assessment, and are under Warranty with Tropical Hangout remain responsibility of the Purchaser, regardless of who determined the mode of transport or shipment and regardless of the Party that takes the costs in account.
5. Tropical Hangout grants expressively no Warranty on compartments that are subject to wear, if the damage is caused by expected natural wear.
6. Tropical Hangout may decline the call upon the Warranty or may decide to deliver the Products free of charge upon return of the faulty Products, in the event that sufficient evidence is provided, in the respected opinion of Tropical Hangout, in accordance with the provisions of Article 15. Tropical Hangout remains the freedom to repair the concerning Products, or to provide a discount on the purchase price, unless Tropical Hangout and the Purchaser agreed differently in writing.
7. By fulfilling one of the aforementioned performances, Tropical Hangout will be fully discharged in respect of its warranty obligations and further (damage) indemnifications.

8. The Purchaser may not carry out any repairs or modifications, including repairs or modifications by a Third Party, without prior permission from Tropical Hangout, as this will discharge Tropical Hangout from its Warranty obligations. This also applies if the Purchaser or the Third Parties have conducted improper use of the Products, which include: any use of the Product which is not reasonable and in accordance with the user manual.
9. The Purchaser acknowledges that many of the products supplied by Tropical Hangout are natural products and that the Products regularly require maintenance. These products are not suitable for long-term exposure to rain as it will result in degradation (rust) of the physical components. Tropical Hangout assumes no Liability and provides no Warranty for damage that could have been prevented by timely and/or periodically performed maintenance in accordance with the maintenance instructions as provided by Tropical Hangout with the Product.
10. Defective, rusty, rotting or cracked parts must be replaced in time by the Purchaser. The use of the product must be discontinued until the affected part is replaced.
11. The Warranty that is mentioned in this article shall solely apply to products intended for use within the Netherlands. The Other Party should verify the suitable use and meet the existing conditions applied by Tropical Hangout in the event that the Products is used outside of the Netherlands. Tropical Hangout may provide other Warranties and conditions in respect of the supplied Products.

Article 19. Retention of title and rental

1. All Products delivered by Tropical Hangout remain property of Tropical Hangout until the Purchaser has fully complied with all its payment obligations to Tropical Hangout, subjected to the Agreement with Tropical Hangout on the supply of Products and/or Services, including failures in relations to fulfilling the obligations of the Agreement.
2. A Purchaser who is serving as a reseller is not entitled sell or further supply the Products that are subjected to the Retention of title of Tropical Hangout, even if that is commonly practiced in the normal course of its business.
3. It is not permissible for the Purchaser to establish rights on Products which are subject to the Retention of title of Tropical Hangout. The Purchaser is obligated to immediately inform Tropical Hangout, if the third parties wish to establish rights on Products that are subjected to the Retention of title of Tropical Hangout.
4. Products that have been transferred to the assets of the Purchaser, as Property of the Purchaser, as a result of a completed payment, but are still in possession of Tropical Hangout, will remain under possessory pledge by Tropical Hangout until a further payment guarantee has been established, other than the provision mentioned in article 3:92 paragraph 2 BW, regardless of the provisions that Tropical Hangout may have in relations the Purchaser.
5. The Purchaser is obliged to carefully separate Products that are under the Retention of title from other products, in order to protect the recognizability and image of the Tropical Hangout' property.
6. The Purchaser is obliged to insure the Products against fire, explosion and water damage as well as against theft for the duration of the Retention of title, and to provide Tropical Hangout with the policies of the insurance at first request, until Tropical Hangout has established a secure claim from the Purchaser.
7. The Purchaser must comply with all of its payment before the Supplies are exported to Germany to establish a new business with the Products that are supplied by Tropical Hangout. In the event that the Purchaser has not yet completed the payment, Tropical Hangout will remain all rights as the owner of the newly formed Product.
8. Tropical Hangouts may not be (commercially) rented out (or by means of a different type of construction that is comparable to this) in the Netherlands.
9. Tropical Hangouts may not be resold with the apparent purpose that they are rented out by (other) companies (or by means of a different type of construction that is similar) in the Netherlands.

CHAPTER C. SPECIAL PROVISIONS RELATING TO HIRE, RENT AND LEASE

The provisions in Chapter A and B are in accordance with agreements regarding the hiring, renting and leasing of goods by Tropical Hangout, unless this chapter deviates from it expressively.

Article 20. Rental period

The Rented Product will be rented out for a minimal period of 24 hours, e.g. 1 day. The rental period will commence as soon as the Rented Product leaves the Tropical Hangout warehouse, according to the Agreement, and this period will terminate when the Renter returns the Rented Product to the exact same storage, unless it is specified differently in writing.

Article 21. Tariffs

The Renter is expected to be informed about the rental tariffs, and to have agreed upon the tariffs. The Renter is ought to settle the full cost of price cash beforehand or at the commencement of the Rental Period, unless it is specified differently in writing.

Article 22. Cancellation

1. The Renter is expected to repose on the following costs to Tropical Hangout, in the event that the Renter wishes to cancel any Products or Rental Agreements:
 - a. In the event of a 30-day cancellation prior to the commencement of the Rental Period: free of charge
 - b. In the event of a cancellation period of 31 days or less prior to the commencement of the Rental Period: 50% of the rental price
 - c. In the event of a cancellation of 48 hours or less prior to the commencement of the Rental Period: full Rental Price
2. The above mentioned cancellation regulations of this article are only based on Hiring and Renting of the equipment. Cancellation of the Products and/or Services offered by Tropical Hangout are only exclusively possible based on any accordance with the Agreement.

Article 23. Compulsory Identification

Tropical Hangout may compel the Renter to legitimize oneself by providing Tropical Hangout with 1 or more legal Identification prior to presenting the Rented Product to the Renter according to the Rental Agreement. These forms of Identification may also be a bank statement no older than 30 days. Tropical Hangout may also retain a copy of the Identification of the Renter for administrative purposes.

Article 24. Utilization

The Renter will exclusively utilize Rented Product for its purpose. The Renter will take care of the Rented Product and will be responsible for a fitting and safe storage of the equipment. The Renter is obliged to allow Tropical Hangout authorized free access to inspect all buildings, or other spaces where the Rented Product is being stored at any given time.

Article 25. Transport

The Renter is fully responsible for the Transportation of the Rented Product and its accompanying packaging. The Renter is responsible to provide accompanying packaging in the event of missing packaging. The Renter is also ought to return the accompanying packaging at the end of the Rental Agreement.

Article 26. Operation

1. The Renter must ensure that Rented Product is returned at the warehouse of Tropical Hangout in good condition. By agreeing to the Rental Agreement, the Renter declares to be familiar with operating the Rented Product and acknowledges to be acquainted with purpose of the Rented Product.
2. Tropical Hangout will offer the Rented Product in good and clean condition to the Renter. The Renter is ought to return the Rented Product in the exact same condition as it was received at the commencement of the Rental Period.
3. The Renter is obliged to notify Tropical Hangout immediately in the event that there are missing parts in the Rented Product, or when the Rented Product does not function entirely during the Rental Period. It is not permissible for the Renter to repair or add new compositions to the Rented Product, unless both Parties have a written agreement. In the event that Tropical Hangout is not notified immediately about the missing parts or the malfunction of the Rented Product, the Renter will be fully responsible for any damage that may be the cause of this.
4. Tropical Hangout has the legal right to substitute the Rented Product during the Rental Period with equivalent Products, with giving the Renter the right to cancel or demand compensation. The Renter is ought to provide full cooperation.

Article 27. Collecting and Returning the Rented Product

1. The Rented Product will be delivered by Tropical Hangout to the specified delivery address at the commencement of the rental Period, unless agreed differently. The Renter will be entirely responsible for any damages that may occur in the event that the Renter does not collect the Rented Product at the agreed point in time. The Rental Price is completely indebted to the entire written agreement of the Rental Period.
2. The Rented Product must be returned to the Tropical Hangout warehouse no later than the return date specified in the Rental Period agreement, unless stated differently in writing. In the event that the Renter has not returned the Rented

Product at the finish date, for whatever reason, the Renter will not receive a reminder, as legal steps will be taken immediately.

Without prejudice to the other provisions of Tropical Hangout, the Renter will owe Tropical Hangout an indemnification. The indemnification will be an increase of 50% of the Rental Price per day for every (part of the) day that is exceeding the Rental Period, upon failing to Return the Rented Product prior to the end date of the Agreement.

In the event of damage to the Rented Product, the costs of any repairs of the damaged Rented Product will amount to an increase 50% to the Rental Price per day for every day that the reparations are preventing the Rented Product from being rented.

3. Tropical Hangout may charge the Renter a higher price than the previous mentioned indemnification, in the event that the Rented Product has been returned at a much later date, or in the event that the damage to the Rented Product exceeds amounts mentioned in the above stated points.

Article 28. Requirement to notify

The Renter is obligated to promptly notify Tropical Hangout in the event of theft, loss or damage to the Rented Product. Besides that, the Renter is also obligated to immediately report the theft, loss or vandalism to the police in the municipality in which the incident has taken place. A copy of this report should be provided to Tropical Hangout. In the event that the Renter is not able to provide proof of documentation, the Renter is completely responsible for the entire repayment of the damage that has been caused by the previous mentioned event.

Article 29. Insurances

1. The Renter declares that by signing the Rental Agreement he/she is informed about the fact that the Rented Product is not insured from the moment that the Rented Product leaves the warehouse.
2. If the Renter wishes, he/she can arrange an additional insurance at own cost to cover the Rented Product in case of theft, loss, vandalism or any other form of damage that may occur during the Rental Period.

Article 30. Damage

1. Despite the cause of it, all forms of damage that may occur during the Rental Period of the Rented Product, is charged to the Renter in the event that the additional insurance, covered by the Renter, does not cover the damage entirely or at all.
2. The Renter is not permitted to seal the Rented Product with nails, staples, bolts or others. Hanging items on the Rented Product must be according to the instructions on the fixing points. The Renter will be fully responsible for the entire reimbursement of the parts of the Rented Product that have been damaged as a result of neglecting the prohibitions mentioned in this article.
3. Tropical Hangout is never liable for any direct or indirect damage to the Rented Product during the Rental Period as results of underperformance of the Rented Product or the damage that may be caused to the persons and/or items that are involved when utilizing the Rented Product.

Article 31. Usage by a Third Party

The Renter is not permitted to sublet the Rented Product in any way to Third Parties, whether for monetary purposes or not, unless agreed differently in writing.

Article 32. Assembling

Both parties are required to congregate a written agreement if the Renter wishes to make use of the workforce of Tropical Hangout to assemble and/or dismantle the Rented Product. However, the Renter will be charged any additional costs that may occur.

Article 33. Installation and assembling support

If both Parties have agreed to installation and/or assembling support, the following provisions will be applied:

1. The Renter is responsible for carrying out the appropriate installations, maintenance and/or arrangements that are required to install, assemble and/or dismantle the Rented Product to be certain of its operation.
2. The Renter will carry out costs for any below mentioned risks despite the provisions mentioned in point 1 of this article:

- a. As the workforce of Tropical Hangout arrives at the place where the installation takes place, the team will be required to complete their tasks during the normal working hours. However, if necessary, labor may continue outside of normal working hours on the condition that the Renter has received adequate notice;
 - b. Access to the designated place must be suitable for the required transportation;
 - c. The designated place where the installation, assembly and/or dismantling of the Rented Product takes place, must be suitable storage;
 - d. All necessary safety and security measures must be taken and preserved in accordance with all government regulations.
3. The Renter is responsible for charges as a result of damage and other costs that may occur when neglecting the provisions mentioned in this article.

Article 34. Maintenance and Repairs

1. The Renter is responsible for any daily maintenance costs of the Rented Product. The Renter is required to perform the maintenance in accordance with the regulations and guidelines set by Tropical Hangout.
2. The Renter is responsible for any additional costs, such as travel expenses, that do not result from normal wear of the Rented Product.