

GENERAL TERMS AND CONDITIONS

SHADE B.V. · Version 1.0 · October 2026

These terms set out how SHADE works: from the first quote through installation, handover and aftercare. We have written them as clearly as we can. Wherever the law gives a Consumer more protection, that protection always prevails.

Company name	SHADE B.V.
Registered office	Baarle-Nassau, the Netherlands
Business address	Smederijstraat 27, 5111 PT Baarle-Nassau, the Netherlands
KvK / VAT number	42159773 / NL869976497B01
IBAN	NL51 BUNQ 2212 3129 70
Email	info@shadesunsails.com
Website	www.shadesunsails.com

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ARTICLE 1 DEFINITIONS

1.1 In these terms, the following words have the meanings given below. The singular includes the plural and vice versa.

SHADE: SHADE B.V., a Dutch private limited company with its registered office in Baarle-Nassau and its business address at Smederijstraat 27, 5111 PT Baarle-Nassau, the Netherlands, registered with the Netherlands Chamber of Commerce (KvK) under number 42159773.

Customer: the individual or legal entity that enters into an Agreement with SHADE, or is in discussions with SHADE about doing so.

Consumer: a Customer who is an individual acting for purposes outside their trade, business, craft or profession.

Business Customer: any Customer who is not a Consumer.

Products: the shade sails, retractable systems, masts, foundations, fixings, controls, sensors, covers and other goods supplied by SHADE.

Work: all services provided by SHADE, such as advice, surveying, design, installation, commissioning, maintenance and servicing.

Quote: any written offer from SHADE, including the accompanying drawings, visualisations and specifications.

Agreement: any arrangement between SHADE and the Customer for the supply of Products and/or the performance of Work.

Location: the place where the Products are delivered and/or installed.

In writing: on paper or electronically, including by email or by means of a digitally signed document.

ARTICLE 2 SCOPE

2.1 These terms apply to every Quote issued by SHADE, every Agreement and all work arising from them.

2.2 The Customer's own general terms or purchasing conditions do not apply unless SHADE has expressly accepted them in writing.

2.3 Any departure from these terms is valid only if agreed in writing, and only for the Agreement for which it was made.

2.4 If the Quote or order confirmation conflicts with these terms, the Quote or order confirmation prevails.

2.5 SHADE's directors and employees, and any third parties SHADE engages to perform the Agreement, may rely on these terms against the Customer as if they were themselves party to the Agreement.

2.6 If any provision of these terms is void or is set aside, the remaining provisions continue to apply. SHADE and the Customer will then replace that provision with a valid one that comes as close as possible to its original purpose.

2.7 Nothing in these terms limits the rights a Consumer has under mandatory law, including the mandatory consumer protection rules of the country in which the Consumer is habitually resident. Where a provision departs from those rules, the mandatory rules apply.

2.8 If SHADE does not insist on strict compliance with these terms in a particular case, it keeps the right to do so in other cases.

ARTICLE 3 PRICE INDICATIONS AND QUOTES

3.1 A price indication is a first estimate, not a Quote. No rights can be derived from a price indication.

3.2 A Quote is valid for 30 days unless it states a different period. If a Product or component becomes unavailable within that period, SHADE may withdraw the Quote or propose an equivalent alternative.

3.3 A Quote is based on the information, measurements and photographs provided by the Customer and on the survey at the Location. If that information proves to be inaccurate or incomplete, SHADE may adjust the Quote.

3.4 Visualisations, 3D images, drawings and colour samples give as faithful an impression of the end result as possible, but are for guidance only. Minor differences in colour, texture, dimensions or shadow are not a defect.

- 3.5** Prices for Consumers include VAT (IVA) and any other government charges. Prices for Business Customers exclude VAT (IVA) unless stated otherwise. Transport, travel and installation costs are set out in the Quote; SHADE will only charge other costs if they have been agreed in writing in advance.
- 3.6** SHADE is not bound by a Quote that contains an obvious mistake or typing error which the Customer could reasonably have been expected to recognise.
- 3.7** If the Customer accepts a Quote with changes, this counts as a new proposal. The Agreement is then formed only once SHADE accepts that proposal in writing.
- 3.8** A Quote covering several items does not oblige SHADE to carry out part of it for a corresponding part of the price. A Quote does not automatically apply to later orders.

ARTICLE 4 FORMATION OF THE AGREEMENT

- 4.1** The Agreement is formed as soon as the Customer accepts the Quote in writing, preferably by signing it (including digitally), or as soon as SHADE confirms an order in writing.
- 4.2** SHADE makes these terms available before the Agreement is concluded, as an annex to the Quote. They are also published at www.shadesunsails.com/terms/. By accepting the Quote, the Customer confirms having received these terms and agrees to them.
- 4.3** By accepting the Quote, the Customer approves the design, configuration and chosen materials and colours it contains. This does not affect SHADE's responsibility to carry out the Work in a professional manner.
- 4.4** The dimensions in the Quote are based on the initial survey. SHADE determines the final dimensions after the order is placed and, where necessary, after the foundations and masts have been installed. If this leads to a significant change in dimensions or price, SHADE will consult the Customer first.

ARTICLE 5 CONSUMER RIGHT OF WITHDRAWAL

- 5.1** If a Consumer concludes the Agreement at a distance (for example by email) or away from SHADE's business premises (for example during a visit to the Location), the Consumer is in principle entitled to withdraw from the Agreement within 14 days without giving any reason. SHADE will inform the Consumer of this in the Quote. A model withdrawal form is included in the annex to these terms.
- 5.2** The right of withdrawal does not apply to Products made to the Consumer's specifications or clearly personalised. Shade sails that SHADE has made to measure on the basis of the survey and the Consumer's choices fall within this exception. SHADE will state in the Quote which items are made to measure.
- 5.3** If the Consumer wants SHADE to start the Work during the withdrawal period, SHADE will ask for the Consumer's express consent. If the Consumer then withdraws, the Consumer will pay an amount proportionate to the Work already carried out at that time.
- 5.4** The Consumer can withdraw by sending a statement in writing to info@shadesunsails.com. SHADE will refund any payment received for the part withdrawn from within 14 days of receiving the withdrawal.

ARTICLE 6 LOCATION, PERMITS AND PREPARATION

- 6.1** Before installation starts, and at its own expense, the Customer will obtain all necessary permits, notifications and consents, such as those of the local authority (in Ibiza: the Ajuntament), the owners' association (comunidad de propietarios), the landlord or other rights holders. On request, SHADE will provide the technical data on the Products that are needed for this.
- 6.2** The Customer warrants that the façades, walls, roofs, floors and other structures to which the Products are fixed can withstand the loads specified by SHADE, unless SHADE has expressly assessed the load-bearing capacity itself. SHADE will point out to the Customer any risks it could reasonably identify as a professional installer.

- 6.3** Before installation, the Customer will tell SHADE where cables, pipes, drainage, irrigation, underfloor heating and other concealed services run in the ground, floor, façade or structure.
- 6.4** The Customer will ensure that the Location is freely and safely accessible on the agreed day and that SHADE has access to electricity and water. For electrically operated systems, the Customer will provide a suitable power supply at the agreed point, installed by a qualified electrician, unless the Quote provides otherwise.
- 6.5** If, during installation, SHADE encounters conditions it could not reasonably have foreseen at the survey, such as bedrock, voids, ground with insufficient load-bearing capacity or undisclosed pipes, SHADE will consult the Customer. Any additional work and materials required as a result count as additional work.
- 6.6** If installation cannot go ahead because the Customer has not met its obligations under this article, SHADE may charge for the wasted journey, waiting time and rescheduling.

ARTICLE 7 PERFORMANCE AND DELIVERY TIMES

- 7.1** SHADE will perform the Agreement with due care and skill.
- 7.2** Delivery times and installation dates are best estimates and not strict deadlines. The delivery period starts only once SHADE has received all necessary information and approvals and the first instalment.
- 7.3** If a deadline is likely to be missed, SHADE will inform the Customer as soon as possible. If a deadline is missed, the Customer must first give SHADE a reasonable further period in writing to perform. If that period also expires, the Customer may terminate the Agreement for the part not yet performed.
- 7.4** Installation depends on the weather. In strong wind, rain or other conditions in which safe and professional work is not possible, SHADE may postpone installation. SHADE will then agree a new date with the Customer.
- 7.5** SHADE may have (parts of) the Work carried out by third parties, such as the manufacturer, local installation partners or a qualified electrician. SHADE remains responsible to the Customer for the Work.
- 7.6** SHADE may perform the Agreement in stages and invoice each stage separately, for example first the foundations and masts and then the fabric and finishing.

ARTICLE 8 CHANGES AND ADDITIONAL WORK

- 8.1** If, after the Agreement has been concluded, the Customer wishes to change something, or a change proves necessary for proper performance, SHADE and the Customer will discuss it in advance. SHADE will indicate as accurately as possible what the change means for the price and the schedule.
- 8.2** SHADE will carry out additional work only with the Customer's agreement in writing, unless immediate action is needed to prevent damage or an unsafe situation.
- 8.3** SHADE may refuse a requested change if it is not sound from a technical, structural or safety point of view, or conflicts with the manufacturer's instructions.
- 8.4** Work that is cancelled will be credited, less any costs SHADE has already incurred or can no longer cancel.

ARTICLE 9 PRICES

- 9.1** The agreed price is fixed, except for:
 - a.** additional work and changes as referred to in article 8;
 - b.** changes in VAT (IVA) rates or other statutory charges after the Agreement has been concluded.
- 9.2** In relation to Business Customers, SHADE may also adjust the price if cost factors such as purchase prices, exchange rates or transport costs rise by more than 5% after the Agreement has been concluded. SHADE will notify any such adjustment as soon as possible and explain the reasons for it.

ARTICLE 10 PAYMENT

- 10.1** Unless the Quote states otherwise, the Customer pays in three instalments:
- a.** 30% when placing the order;
 - b.** 40% after the initial installation of foundations, masts and hardware;
 - c.** 30% on handover.
- 10.2** The Customer will pay each invoice within 14 days of the invoice date, in euros, into the account shown on the invoice. A Consumer will never pay more than half of the total price in advance.
- 10.3** If a Business Customer fails to pay within the payment term, it is in default without any notice being required and owes the statutory interest for commercial transactions. A Consumer is in default if they fail to pay within the period stated in a reminder in writing; from that moment they owe the statutory interest.
- 10.4** If the Customer is in default, the reasonable costs of out-of-court debt collection are payable by the Customer, calculated in accordance with the statutory scale. A Consumer owes these costs only after receiving a reminder giving at least 14 days to pay and stating the costs that will be charged if payment is not made. From a Business Customer, SHADE may also claim the reasonable costs actually incurred, subject to a minimum of €40.
- 10.5** A Business Customer may not suspend its payment obligation or set it off against any claim it has on SHADE. A Consumer's statutory rights in this respect are not affected.
- 10.6** As long as the Customer has not paid an invoice that is due, SHADE may suspend performance of the Agreement after informing the Customer in writing.
- 10.7** Payments made by the Customer are applied first to costs owed, then to accrued interest and finally to the principal sum.

ARTICLE 11 RETENTION OF TITLE

- 11.1** Products delivered remain the property of SHADE until the Customer has paid in full everything owed under the Agreement.
- 11.2** Until ownership has passed, the Customer may not sell, pledge or otherwise encumber the Products.
- 11.3** If third parties seize the Products or seek to establish rights over them, the Customer will notify SHADE immediately.
- 11.4** The Customer will take good care of the Products and insure them, for example under its buildings or home insurance, against risks including fire, storm, water damage and theft.
- 11.5** If the Customer fails to pay despite a reminder, SHADE may repossess the Products after giving notice in writing. The Customer will cooperate and give SHADE access to the Location. The costs of removal are payable by the Customer.

ARTICLE 12 RISK

- 12.1** The risk of loss of or damage to the Products passes to the Customer when the Products are delivered to the Location.

ARTICLE 13 HANDOVER AND INSTRUCTION

- 13.1** After installation, SHADE and the Customer inspect the Products together. SHADE explains how to operate, use and maintain them and provides the instructions for use and maintenance.
- 13.2** The Work is deemed handed over as soon as the Customer has approved it or starts using the Products. A Business Customer that does not reject the Work in writing, with reasons, within 8 days of being notified that it is complete is also deemed to have approved it.

- 13.3** Minor points that do not affect use are no reason to refuse handover. SHADE will resolve them as soon as possible.
- 13.4** Handover does not affect the Customer's rights in respect of defects that only come to light later.

ARTICLE 14 WARRANTY

- 14.1** SHADE warrants that, on handover, the Products conform to the Agreement and have the properties the Customer may expect in normal use at the Location, taking the local climate into account.
- 14.2** Consumers always retain their statutory rights in the event of non-conformity, such as repair, replacement, a price reduction or termination, for the periods laid down by the applicable law. The warranty in this article is in addition to those rights and does not limit them.
- 14.3** The manufacturer's warranty on the components of the Products also applies, as stated in the Quote or the warranty documentation. Unless the Quote states otherwise, SHADE gives a two-year warranty on the installation work, starting from handover.
- 14.4** If the Customer reports a defect covered by the warranty, SHADE will repair or replace the defective component within a reasonable period, free of charge.
- 14.5** The warranty does not apply to the extent that a defect results from:
- a.** failure to retract or remove the fabric in time when wind speeds exceed the limit stated in the instructions for use, during thunderstorms or when AEMET (the Spanish meteorological agency) issues a wind warning (orange level or higher);
 - b.** water collecting on the fabric because it was left extended during heavy rain;
 - c.** incorrect or insufficient maintenance, or cleaning with a pressure washer, stiff brushes, abrasives or aggressive chemicals;
 - d.** leaving bird droppings, tree resin, Saharan dust (calima), salt or limescale deposits on the fabric for long periods;
 - e.** installation, removal, repair, re-tensioning or modification by anyone other than SHADE or a party designated by SHADE;
 - f.** use contrary to the instructions of SHADE or the manufacturer;
 - g.** damage caused by third parties, vandalism, animals, falling branches, fire or weather conditions outside the design limits of the Products;
 - h.** defects in structures or substrates for which the Customer is responsible under article 6;
 - i.** normal wear and weathering, such as the gradual fading of the fabric due to UV light.
- 14.6** In relation to Business Customers, a Product or component made by a third party is not covered by a broader warranty than the one the manufacturer gives SHADE. Even then, SHADE remains the Customer's point of contact.
- 14.7** Repairs and replacements after the warranty period, or outside the warranty, are carried out at SHADE's rates applicable at that time.

ARTICLE 15 COMPLAINTS

- 15.1** The Customer will inspect the Products on delivery and on handover.
- 15.2** A Business Customer must report visible defects within 8 days of handover and other defects within 14 days of discovering them or of the date on which it could reasonably have discovered them. A Consumer must report a defect as soon as possible; a report made within two months of discovery is in any event in time.
- 15.3** The Customer reports a defect in writing to info@shadesunsails.com, with a clear description and preferably photographs or video. The Customer will give SHADE the opportunity to investigate the defect.
- 15.4** A complaint does not suspend a Business Customer's obligation to pay. A Consumer may withhold an amount proportionate to the complaint.

- 15.5** If a complaint proves unfounded, SHADE may charge the reasonable costs of investigation and call-out, provided it has told the Customer about these costs in advance.

ARTICLE 16 USE AND MAINTENANCE

- 16.1** The Products are a sun-shading system, not a storm-proof canopy. The Customer will follow the instructions for use and maintenance from SHADE and the manufacturer.
- 16.2** The Customer will retract or remove the fabric in strong wind, thunderstorms and weather warnings, and when away for an extended period. Weather sensors and automatic controls reduce the risk but do not release the Customer from its own supervision. For holiday homes, SHADE recommends appointing a permanent contact person or property manager.
- 16.3** The Customer will clean the fabric only with lukewarm water, a mild soap and a soft sponge or brush.
- 16.4** SHADE recommends having the Products inspected and serviced by SHADE every year, preferably before the summer season. Out of season, the Customer will use the protective cover if one has been supplied.

ARTICLE 17 LIABILITY

- 17.1** SHADE is liable for loss resulting from a failure attributable to it, within the limits set out in this article.
- 17.2** In relation to a Business Customer:
- a.** SHADE is liable only for direct loss: the reasonable costs of establishing the cause and extent of the loss, the reasonable costs of remedying the failure, and the reasonable costs of preventing or limiting the loss;
 - b.** SHADE is not liable for indirect loss, including consequential loss, loss of profit or turnover, loss of rental income, lost savings and loss due to business interruption;
 - c.** liability is limited to the invoiced amount (excluding VAT/IVA) for the part of the Agreement to which the loss relates and, in any event, to the amount paid out by SHADE's liability insurer in the case concerned.
- 17.3** In relation to a Consumer, SHADE is liable in accordance with the law. The limitations in paragraph 2 do not apply to Consumers.
- 17.4** SHADE is not liable for loss arising because it relied on inaccurate or incomplete information from the Customer, including information on the load-bearing capacity of structures and the location of cables and pipes, unless SHADE, as a professional installer, should reasonably have noticed the inaccuracy.
- 17.5** The limitations of liability in this article do not apply in the event of intent or deliberate recklessness on the part of SHADE or its management, or in the event of personal injury or death.

ARTICLE 18 LIMITATION PERIOD

- 18.1** Claims by a Business Customer against SHADE, and against third parties engaged by SHADE to perform the Agreement, are time-barred one year after the Business Customer became aware, or could reasonably have become aware, of the claim.
- 18.2** For Consumers, the statutory limitation periods apply.

ARTICLE 19 FORCE MAJEURE

- 19.1** Force majeure means circumstances beyond SHADE's control which it could not foresee or prevent and which prevent performance of the Agreement, such as extreme weather, natural disasters, epidemics, war, government measures, strikes, transport disruption (including ferry and freight links to the Balearic Islands) and serious delays or failures on the part of manufacturers or suppliers.

- 19.2** During force majeure, SHADE's obligations are suspended. If force majeure lasts longer than 90 days, SHADE and the Customer may terminate the Agreement for the part not yet performed, without either party owing the other compensation.
- 19.3** If, when force majeure begins, SHADE has already performed part of the Agreement that has value in its own right, SHADE may invoice that part proportionately.

ARTICLE 20 SUSPENSION AND TERMINATION

- 20.1** SHADE may suspend performance or terminate the Agreement in whole or in part if:
- a.** the Customer fails to meet its obligations, or fails to meet them in full or on time, including within a reasonable period after a reminder in writing;
 - b.** after the Agreement has been concluded, SHADE has good reason to fear that the Customer will not meet its obligations and the Customer does not provide adequate security when asked;
 - c.** the Customer is declared bankrupt, applies for a moratorium, debt restructuring or a comparable foreign procedure (such as a concurso de acreedores), or winds up its business.
- 20.2** If SHADE terminates the Agreement because of a failure on the part of the Customer, all of SHADE's claims against the Customer become immediately due and the Customer will compensate SHADE for the resulting loss.
- 20.3** SHADE is not liable for loss resulting from a lawful suspension or termination.

ARTICLE 21 CANCELLATION

- 21.1** If the Customer cancels the Agreement after it has been formed, other than on the basis of a statutory right such as the right of withdrawal, the Customer will reimburse SHADE for:
- a.** the costs of Products that have already been ordered, made to measure or can no longer be cancelled or returned;
 - b.** the costs of Work already carried out, such as surveying, design and preparation;
 - c.** in the case of a Business Customer, an additional 10% of the agreed price as compensation for loss of profit.
- 21.2** SHADE will itemise these costs and may set them off against amounts the Customer has already paid.

ARTICLE 22 INDEMNITY

- 22.1** A Business Customer will indemnify SHADE against claims by third parties, such as tenants, guests, an owners' association or neighbours, relating to the Products or the Work, to the extent that the loss is not attributable to SHADE.

ARTICLE 23 DESIGNS, INTELLECTUAL PROPERTY AND IMAGES

- 23.1** Designs, drawings, calculations, visualisations, Quotes and other documents produced by SHADE remain SHADE's intellectual property. The Customer will use them only for the performance of the Agreement and will not share them with third parties without SHADE's consent in writing.
- 23.2** If the Customer uses a SHADE design without consent to have the Products made or installed by someone else, SHADE may charge a reasonable fee for the design work.
- 23.3** SHADE may also use the knowledge and experience it gains in performing the Agreement for other projects, without disclosing the Customer's confidential information.
- 23.4** SHADE may take and use photographs and videos of the completed Products for its portfolio, website and social media, without stating the Customer's name or exact address. Identifiable people will only appear with their consent. The Customer may object in writing at any time to the use of images of its Location; SHADE will then stop publishing those images.

ARTICLE 24 PRIVACY

- 24.1** SHADE processes the Customer's personal data in accordance with the General Data Protection Regulation (GDPR) and, where applicable, the Spanish data protection act (LOPDGDD). Further information can be found in the privacy statement at www.shadesunsails.com/privacy/.

ARTICLE 25 GOVERNING LAW AND DISPUTES

- 25.1** All Quotes and Agreements of SHADE are governed by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.
- 25.2** A Consumer retains the protection of the mandatory provisions of the law of the country in which they are habitually resident, insofar as that law would have applied in the absence of this choice of law.
- 25.3** In the event of a complaint or dispute, SHADE and the Customer will first try to find a solution together. Consumers may also ask SHADE for an official complaint form (hoja de reclamación).
- 25.4** Disputes with Business Customers will be submitted to the competent court of the District Court of Zeeland-West-Brabant (Rechtbank Zeeland-West-Brabant), the Netherlands. SHADE may also submit a dispute to the competent court for the place where the Business Customer is established or where the Location is situated.
- 25.5** A Consumer may bring a dispute before the competent court in the Netherlands or in the country in which they live. SHADE may bring proceedings against a Consumer only in the courts of the country in which the Consumer lives.

ARTICLE 26 FINAL PROVISIONS

- 26.1** SHADE may amend these terms. Each Agreement is governed by the version in force at the time the Agreement was formed.
- 26.2** SHADE may make these terms available in other languages. In the event of any difference in interpretation, the Dutch text prevails, unless this would be to the detriment of a Consumer.

ANNEX MODEL WITHDRAWAL FORM

Complete and return this form only if you wish to withdraw from the contract. See article 5 for when the right of withdrawal applies.

To: SHADE B.V., Smederijstraat 27, 5111 PT Baarle-Nassau, the Netherlands · info@shadesunsails.com

I/We* hereby give notice that I/we* withdraw from my/our* contract of sale of the following goods/for the provision of the following service*:

Description

Ordered on* / received on*

Name of consumer(s)

Address of consumer(s)

Signature of consumer(s)

Date

* Delete as appropriate. A signature is only required if this form is submitted on paper.