

## WESTCORD HOTELS – GENERAL TERMS AND CONDITIONS OF SALE (T&Cs)

### Article 1: Definitions

The following definitions are used in these T&Cs and in all quotations and agreements to which these T&Cs apply.

#### 1.1 T&Cs

The general terms and conditions of the Contractor.

#### 1.2 Contractor

Westcord Hotels BV and all of its affiliated companies.

#### 1.3 Client

The natural person or legal entity that concludes an Agreement with the Contractor to which these T&Cs apply.

#### 1.4 Services

The provision by the Contractor of accommodation and/or food and/or drink and/or (meeting) rooms and/or areas and/or the organisation of activities/events, the arrangement of transport and the delivery of other goods or services, all with the associated duties and services in the broadest sense.

In terms of the organisation of activities/events, the Contractor shall provide the Services in the capacity of:

- a. Organiser, whereby the nature and content of the Agreement must be designated as an organised journey or fully-organised programme; or
- b. Intermediary, requiring the Contractor to enter into a (reservation) Agreement with the relevant provider on behalf of the Client. In its role as organiser, the Contractor shall organise the journey, accommodation and activities from start until end, in the broadest sense. The Contractor is considered to be an Intermediary in situations such as those in which it only intervenes in the conclusion of an Agreement between the Client and a service provider. This distinction is important with regard to the rights and obligations of the parties and is also made in the general conditions if required.

#### 1.5 Agreement/Order Confirmation

An Agreement between the Contractor and Client on one or more Services provided by the Contractor in return for a fee paid by the Client, to which the T&Cs apply.

#### 1.6 Reservation Amount (the value of the Agreement)

The total revenue expected by the Contractor, including service charges, (tourist tax) and VAT on the basis of an Agreement concluded with the Client, the expectation of which is based on the amounts stated in the Agreement.

#### 1.7 Cancellation

Notice issued in writing by the Client to the Contractor stating that one or more Services agreed will no longer be procured in whole or in part, or notice issued in writing by the Contractor to the Client stating that one or more Services agreed will no longer be provided in whole or in part.

#### 1.8 No-show

A failure by the Client, without notice of Cancellation, to make use of a Service provided by the Contractor on the basis of an Agreement.

#### 1.9 Group

A group of 9 or more people to whom the Contractor is obliged to provide one or more Services pursuant to one or more Agreements deemed to be related.

#### **1.10 Goods**

All goods, including money, valuables and documents of value.

#### **1.11 Corkage**

The amount due for the use on the Contractor's premises of drink not provided by Contractor.

#### **1.12 External Catering Fee**

The amount due for the use on the Contractor's premises of food not provided by Contractor.

#### **1.13 Turnover Guarantee**

A written declaration by the Client that it will order a fixed minimum amount for one or more Services to be provided by the Contractor.

#### **1.14 Day/Days**

One calendar day or days.

#### **1.15 Working Day/Days**

Any day or days excluding Saturdays, Sundays and Bank Holidays.

**1.16 Intermediary** Any person who, in the exercise of their business, advises, informs and intervenes in the conclusion of an Agreement for travel/event arrangements in the broadest sense.

Article titles are for reference purposes only. No rights may be derived therefrom.

### **Article 2: Scope of the T&Cs**

#### **2.1**

The T&Cs apply to the conclusion and content of all Agreements, as well as all quotations for the conclusion of such Agreements, to the exclusion of all other terms and conditions. In the event that other general terms and conditions apply, these T&Cs prevail in the event of conflict.

#### **2.2**

Any deviation from the T&Cs must be laid down in writing.

#### **2.3**

These T&Cs also apply to all natural and legal persons of which the Contractor makes use or has made use in the conclusion and/or execution of an Agreement.

#### **2.4**

Once the T&Cs have been declared legally applicable to a certain Agreement between the Client and Contractor, the latest version of the T&Cs will be deemed to apply to all subsequent Agreements between said parties, unless otherwise agreed in writing.

#### **2.5**

If the T&Cs are translated into a foreign language for the benefit of Clients in other countries, the Dutch text will always prevail in the event of any conflicts.

#### **2.6**

If any provision of the Agreement or these T&Cs proves to be void or voidable, this will not affect the remaining provisions of the Agreement or the T&Cs. The provision in question must be replaced immediately by a provision that reflects the original meaning as closely as possible.

### **Article 3: Quotations**

#### 3.1

Any quotations issued by the Contractor for the purpose of concluding an Agreement are non-binding and subject to the availability of stock/capacity. If the Contractor invokes such a restriction within a period considered reasonable following acceptance by the Client, the intended Agreement will be deemed not to have been concluded.

#### 3.2

An order placed by the Client is binding on the Client regardless of whether an Order Confirmation is issued by the Contractor. If the Client does not object to the description included in the Order Confirmation within 5 Working Days of sending, the Order Confirmation will be considered to correctly and completely represent the Agreement.

#### 3.3

The Contractor is only liable if its written quotation is accepted on time by the Client and the Order Confirmation signed by both Contractor and Client is present at the Contractor.

#### 3.4

The Client guarantees that the information and details on which the Contractor's quotation is based are accurate. The Client is liable for any risks arising due to ambiguity in verbal or written orders and communications.

#### 3.5

The Contractor may refuse to conclude an Agreement at any time and for whatever reason, unless this refusal is based on one or more reasons stated in Article 429 quater of the Dutch Criminal Code (*Wetboek van Strafrecht*), section on discrimination.

#### 3.6

If the Contractor has granted the Client (rightholder) a right of first refusal, such a right may not be revoked, unless and in so far as another potential Client makes an offer to the Contractor to conclude an Agreement on the total or partial Services covered by that right. In that case, the rightholder must be informed of this offer by the Contractor and state whether or not it wishes to exercise a right of first refusal. If the right holder gives notice that it does not wish to exercise its right of first refusal, then this right shall lapse. This also applies if the rightholder does not inform the Contractor that it wishes to exercise its right of first refusal within three Working Days of receipt by the Client of the notice from the Contractor. A right of first refusal can only be granted in writing.

#### 3.7

Agreements entered into with the Contractor's staff are not binding on the Contractor unless confirmed in writing in the Contractor's name by one of its authorised representatives.

#### 3.8

No rights may be derived by the Client from the content of the Contractor's brochures, websites or other publications. Only Agreements concluded between the parties determine the content of the legal relationship between the parties. Any images, charts or other illustrations included in quotations serve only as an impression. No rights may be derived therefrom.

3.9

Agreements entered into by Intermediaries (shipbrokers, travel agencies, other catering establishments, etc.), whether in the name of the Client or not, are considered to be concluded partially at the expense and risk of those Intermediaries. The Contractor does not owe any commission or percentage, by whatever name, to an Intermediary unless agreed otherwise in writing. Payment in whole or part of the amount due by the Client releases the Intermediary to the same degree.

3.10

If the Client enters into the Agreement with the Contractor only as an Intermediary, it is joint and severally liable along with its client for all obligations arising under the Agreement.

3.11

If the Contractor, pursuant to the Agreement, is obliged to enter into an agreement with a third party, requiring the third party to supply goods and services to the Client, the Contractor shall enter into that agreement with the third party on behalf of the Client, i.e. as an Intermediary. The Client is then bound by the third party's terms and conditions in relation to the actual services. The Client shall hold the Contractor harmless against any claims made by the third party.

#### **Article 4: Number of guests**

4.1

The cost estimate provided by the Contractor is based on the number of guests stated in the Agreement. If any changes are made to the number of guests, this will affect the price calculation in the Agreement. In addition to the cost of food and beverage (F&B), other factors are involved, such as staff costs and materials required based on the number of guests as stated in the quotation or Agreement. The Client is obliged to inform the Contractor as soon as possible of any changes or additions that deviate from the quotation or Agreement. If any changes are made at the quotation stage, the Contractor undertakes to find the best solution. As soon as the order has been definitively laid down in a signed Agreement, the minimum number of guests stated in the Agreement applies.

4.2

The number of guests agreed may be reduced against the F&D costs up to 10 Working Days before the start of the event, up to a maximum of 10% of the agreed number of guests.

4.3

In the event that more guests than agreed attend, the costs charged based on the information in the quotation or Agreement will be increased.

4.4

If the number of guests deviates by more than 10%, a new Order Confirmation reflecting the updated costs will be issued.

4.5

Orders are accepted subject to post-calculation based on the actual food and drink consumed plus staff costs, unless otherwise agreed in writing.

## **Article 5: Prices**

### 5.1

All prices exclude VAT, unless otherwise stated. The Client shall bear all other levies imposed by the government. The Contractor shall inform the Client thereof in advance to the extent possible. The Contractor is entitled to pass on any government-imposed increases in taxes, excise duties or social security contributions to the Client, even if these increases were made after the Agreement was concluded.

### 5.2

If the Contractor provides a composite quotation, there is no obligation to execute part of the order for a corresponding part of the total price.

### 5.3

If any cost factors other than the government duties mentioned in Article 5.1 increase after the Agreement is concluded, the Contractor is entitled to pass on such increases to the Client.

### 5.4

Any price increase as referred to in 5.3 entitles the Client to revise the Agreement in consultation with the Contractor, within five Working Days of receiving the notice of price increase. The original Agreement otherwise remains in force. Any price increase as referred to in 5.3 does not entitle the Client to cancel or terminate the Agreement.

### 5.5

For special services, such as the use of a cloakroom, garage, safe, laundry, telephone, television, bicycle or flagpole and the storage of Goods, the Contractor may charge an additional fee, even if this is not included in the Agreement.

## **Article 6: Payment**

### 6.1

Payment must be made within 10 working days of the invoice date.

### 6.2

The Client is obliged to pay 50% of the agreed total price as a deposit at the time that the Agreement is concluded, but no later than two months before the Agreement is executed. The Client must pay a further 40% of the agreed total price no later than one month before the Agreement is executed. The remaining amount of the agreed total price, including post-calculated actual costs owed, must be settled with the Contractor within 10 Days after the Agreement is executed.

### 6.3

Each time a payment is due as listed in Article 6.2, the Contractor shall send an invoice to the Client in good time. The final invoice must include a list of the Services provided on the basis of a post-calculation, plus details of VAT.

### 6.4

If a payment is not received by the deadline, the Contractor has the right to terminate the Agreement immediately without notice. Articles 7.1 and 7.5 apply accordingly.

#### 6.5

If the Client has not paid in full within 10 Days after the invoice date, the Client enters into default without notice and is liable towards the Contractor for an interest rate of 1.5% per calendar month on the outstanding amount, applicable from the due date until the date of payment. Any part of a month will be considered as a whole month for this purpose.

#### 6.6

In the event that the Client defaults on its payment obligations or other obligations, the Client is liable for the payment of all costs that the Contractor incurs in recovering the debt out of court, hereinafter 'collection costs', regardless of whether the Contractor invokes legal assistance for the collection. The collection costs are at least 15% of the principal amount, with a minimum of EUR 350. Moreover, the Client shall bear any costs of legal measures used to recover the debt incurred by the Contractor.

#### 6.7

The Contractor is entitled to require a security from the Client in the form of a bank guarantee, if the Contractor's deems this appropriate on account of the creditworthiness of the Client. If the Client declines or is unable to provide a bank guarantee, the Contractor has the right to terminate the Agreement. Articles 7.1 and 7.5 apply accordingly.

#### 6.8

The Client is not entitled to offset any amount or to suspend a payment obligation for any reason whatsoever.

#### 6.9

If an order is commissioned by two or more Clients, whether natural or legal persons, each person is joint and severally liable for full compliance with the Client's obligations arising under the Agreement.

#### 6.10

In so far as the Client has not fully complied with all of its obligations towards the Contractor, the Contractor is entitled to take possession of and retain any Goods brought by the Client, until such time that the Client fulfils all of its obligations towards the Contractor to the satisfaction of Contractor (lien). In such case, the Contractor enjoys a right of pledge to the Goods in question, in addition to lien. The signed Agreement also serves as a private deed of pledge in this respect.

#### 6.11

If the Contractor takes possession of the Goods as referred to in Article 6.10 and the Client fails to comply with the obligations under the Agreement for more than three months, the Contractor is entitled to sell the Goods publicly or privately and to recover the amount owed from the proceeds. The Client shall bear the costs associated with the sale and the Contractor may also recover these costs from the proceeds of the sale.

#### 6.12

Every payment will, regardless of any comments or observations made by the Client at the time of payment, be considered as serving to reduce the debt of the Client to the Contractor in the following order:

1. the costs of execution;
2. the judicial and extrajudicial collection costs;
3. the interest;
4. the damage;
5. the principal amount.

#### 6.13

Payment must be made in euros. If the Contractor accepts another currency, the market exchange rate in force at the time of payment applies. The Contractor may charge administration costs amounting to a maximum of 10% of the amount due.

#### 6.14

The Contractor is not obliged to accept cheques, giro payment cards or other such payment methods, and may attach conditions to the acceptance of such payment methods. The same applies to other payment methods not referred to here.

### **Article 7: Cancellation**

#### **I. Cancellation by the Client**

##### 7.1

The Client is not entitled to cancel an Agreement unless it makes an irrevocable offer to pay the following amount. Any Cancellation will be deemed to include such an offer. Such an offer will be deemed to be accepted if the Contractor does not reject the offer within two Working Days of receiving notice of Cancellation.

- a) In the case of Cancellation more than 360 Days before the (first) Day of the event/arrival, the Client may cancel free of charge;
- b) In the case of Cancellation more than 180 Days before the (first) Day of the event/arrival, the Client shall pay 20% of the agreed total price to the Contractor;
- c) In the case of Cancellation more than 120 Days before the (first) Day of the event/arrival, the Client shall pay 50% of the agreed total price to the Contractor;
- d) In the case of Cancellation more than 30 Days before the (first) Day of the event/arrival, the Client shall pay 75% of the agreed total price to the Contractor;
- e) In the case of Cancellation less than 30 Days before the (first) Day of the event/arrival, the Client shall pay 100% of the agreed total price to the Contractor.

##### 7.2

The Client may only cancel by providing signed written notice. The amount payable is based on the Day on which the written notice of Cancellation reaches the Contractor.

##### 7.3

If the Cancellation covers more than 50% of the agreed order, the aforementioned deadlines are extended by 3 months.

##### 7.4

In the event of a No-show, the Client is obliged to pay the full Reservation Amount in all cases.

##### 7.5

The Client shall fully reimburse the Contractor at the time of Cancellation for all amounts to be paid by the Contractor to third parties owing to the cancelled Agreement. The amounts involved will be deducted from the Reservation Amount.

## 7.6

When an Agreement is made exclusively with a restaurant or bar area, the following applies in the event of Cancellation:

- a) In the case of Cancellation more than 14 Days before the reserved time, no amount is due;
- b) In the case of Cancellation between 8 and 14 Days before the reserved time, the Client shall pay 50% of the Reservation Amount;
- c) In the case of Cancellation between 4 and 7 Days before the reserved time, the Client shall pay 75% of the Reservation Amount;
- d) In the case of Cancellation less than 3 Days before the reserved time, the Client shall pay 100% of the Reservation Amount.

## **II. Cancellation by the Contractor**

### 7.7

The Contractor is at all times entitled to cancel an Agreement, without being obliged to pay any damages, if there are sufficient indications that the event to be held on the grounds of the Agreement is of such a different nature from what might have been expected on the grounds of the Client's statement, or on the grounds of the capacity of the Client or guests, that the Contractor would not have concluded the Agreement if it had been aware of the actual nature of the event. The Contractor also reserves the right to cancel orders that subsequently appear to breach government regulations or generally accepted social standards, values or good taste, including if the order has already been confirmed and/or work regarding the event is commenced. Articles 7.1 and 7.5 apply accordingly.

### 7.8

Instead of exercising its right referred to in Article 7.7, the Contractor is entitled to set additional requirements for running the event in question. If there are sufficient indications that these requirements are not being (or will not be) fulfilled, the Contractor remains entitled to exercise the right referred to in Article 7.7.

### 7.9

If and insofar as the Contractor also acts as a tour operator in the legal sense, the following applies with regard to travel Agreements in the legal sense. The Contractor may change an essential point in the travel Agreement, owing to important circumstances that are immediately reported to the Client. The Contractor may change a non-essential point in the travel Agreement, owing to important circumstances that are immediately reported to the Client. Up to twenty Days before the order is executed, the Contractor may increase the agreed price in connection with changes to the cost of transport, including fuel costs, levies due, or the applicable exchange rates. If the Client refuses to accept any such change, the Contractor may cancel the travel Agreement. Articles 7.1 and 7.5 apply accordingly.



## **Article 8: Execution of the Agreement**

### **I. Execution in general**

#### **8.1**

The execution of the Agreement between the Client and Contractor is based on the nature of the event, the numbers and the circumstances specified by the Client. If the Client's order does not coincide with the actual number of attendees, time/duration, circumstances or nature of the event, the Contractor is not liable for any consequences resulting therefrom, without prejudice to the provisions of Article 3.3. The Client shall bear any additional costs in this regard.

#### **8.2**

In the event the Client fails to meet any obligation arising under an Agreement with the Contractor on time, the Contractor has the right to suspend its duty to comply with its obligations towards to Client and to cancel all Agreements with the Client, without requiring notice or judicial intervention, and without prejudice to the right to claim damages. In such case, any outstanding amounts owed by the Client to the Contractor are payable immediately. Articles 7.1 and 7.5 apply accordingly.

#### **8.3**

Unless otherwise stated in the Agreement, the Contractor is entitled, without requiring notice or the Client's permission, to outsource part of the execution of an order to a third party outside of its employment, if the Contractor believes that this will result in a proper and efficient execution of the order.

#### **8.4**

If permission is required from a third party for the execution of the Agreement in whole or in part, the Client is responsible for obtaining the permission or authorisation in good time and shall bear any related costs. The Client shall provide the Contractor with written evidence that permission has been obtained, at the latest one week before the execution of the order. Failing to obtain the required permission is entirely at the risk of the Client.

#### **8.5**

The Contractor shall take measures to ensure the confidentiality of all data and information provided to the Contractor. The Contractor shall not disclose any such data or information to any third party without the written permission of the Client, except in so far as is necessary for the proper execution of the Agreement.

#### **8.6**

If the Contractor provides food and drink, without staff, to the Client, the Client has a 2-hour warranty on the quality of the food from the moment of delivery.

#### **8.7**

If the Client and/or its guests take food provided by the Contractor with them, this is at the Client's and/or its guests' own risk.

#### **8.8**

If the Client chooses to deliver particular materials and/or execute certain parts of the Agreement itself, the Client is liable for any late delivery or late execution.

8.9

The Contractor is not obliged to accept and/or take into safekeeping any Goods belonging to guests.

8.10

If the Contractor charges the Client for accepting Goods and/or taking Goods into safekeeping, the Contractor is obliged to take reasonable care of those Goods, without prejudice to the stipulations in Article 10.

8.11

The Contractor is never obliged to admit any domestic animal belonging to guests of the Client and may attach conditions to such admission.

8.12

The Contractor is entitled to provide rooms that differ from what is described in the Agreement, except if such a request is clearly unreasonable and must be considered obviously too inconvenient for the Client. In the latter case, the Client has the right to cancel the Agreement to which the aforementioned request of the Contractor applies, with immediate effect, without prejudice to its obligations based on other Agreements. If the Contractor saves money in the above circumstances by providing rooms that differ from what is described in the Agreement, the Client is entitled to the amount that is saved. Beyond that, the Contractor shall never be obliged to pay any compensation.

8.13

The Contractor is entitled to refrain from providing Services or to terminate these at any time if the Client and/or its guests do not behave in a way that is considered generally appropriate. The Contractor may, among other things, lay down conditions concerning the outward appearance of the Client's guests. The Client and/or its guests must leave the Contractor's premises at its first request.

8.14

The Contractor is entitled, after consultation with the local competent authorities, to cancel the Agreement on the grounds of a justifiable concern that public order may be disturbed. If the Contractor invokes this provision, the Contractor is not liable to pay any compensation. Articles 7.1 and 7.5 apply accordingly.

## **II. Execution by the hotel**

8.15

The accommodation must be made available to the Client and its guests by 15:00 on the Day of arrival until 11:00 on the Day of departure.

8.16

The Contractor shall hang or affix or place the house rules in a clearly visible place for the attention of the Client and its guests, or hand over the house rules in writing to the Client and its guests. The Client is obliged to comply with the house rules. The Client is responsible for ensuring that its guests also comply with the house rules.

8.17

The Contractor is entitled to terminate the provision of Services to the Client at any time without prior notice if the Client and its guests break the house rules, or otherwise behave in such a way that the order and peace and quiet in the hotel and/or the normal running of the establishment is or may be disturbed. In that case, the Client and its guests must leave the hotel at the first request. Articles 7.1 and 7.5 apply accordingly.

8.18

Unless otherwise agreed, the Contractor is entitled to regard a reservation not guaranteed (by credit card or deposit) as cancelled if the Client has not checked in by 18:00 on the first Day of the reservation, without prejudice to the stipulations in Article 7.

### **III. Execution by the restaurant/bar/lounge/rooms**

8.19

If no food or drink are agreed in advance, the Contractor shall provide whatever food and drink are available at the time of execution of the Agreement on request.

8.20

If the Client and/or its guests do not arrive within half an hour after the time of reservation, the Contractor may consider the reservation as cancelled, without prejudice to the stipulations in Article 7.

### **Article 9: Complaints**

9.1

During the execution of the order, the Client is obliged to check whether the order is being executed as agreed.

9.2

The Client must report any complaints concerning the quality of the food or drink to the Contractor immediately after a problem is discovered, so that the Contractor has the opportunity to investigate the cause of the complaint on the spot and rectify it if possible. Failure to comply with this provision will result in the loss of the Client's right in this regard.

9.3

In all cases other than those mentioned under Article 9.2, complaints may only be made by providing a justified written account within 5 Working Days after execution of the order. Failure to comply with this provision will release the Contractor from its obligation and result in the loss of the Client's right in this regard. The point of reference for complaints is the quotation or Agreement between the parties. Any obvious printing, written and/or calculation errors or ambiguities in quotations, Agreements and/or brochures are not binding on the Contractor.

9.4

A demonstrable defect in a part of the execution of the order does not entitle the Client to reject the total performance delivered.

9.5

In the event that a complaint concerns an invoice received, the Contractor must be informed by registered letter within 5 Working Days of the invoice date. The Contractor is not obliged to take into consideration any complaints that it receives after the expiry of the aforementioned period of 5 Working Days and in such case the Client's rights will lapse. After this period expires, the Client will be deemed to have agreed to the invoice sent to it.

## **Article 10: Liability**

10.1

The Contractor is never liable for any damage whatsoever, regardless of the nature of that damage (direct and/or indirect damage) suffered by the Client and/or its guests and/or those who are accompanying them and/or third parties, unless the damage is caused by intent or gross negligence on the part of the Contractor. This exclusion of liability also applies to damage caused as a result of the consumption of food or drink prepared or served by the Contractor and damage resulting from computer-related problems, as well as damage caused to or by vehicles of the Client and/or its guests and/or those who are accompanying them and/or third parties.

10.2

Without prejudice to the provisions of Article 10.1, any liability on the part of the Contractor, on any basis whatsoever, remains limited to a maximum of the agreed price according to the Agreement or the amount paid out by the Contractor's liability insurer for the case concerned, whichever is more.

10.3

The Contractor is not liable for damage caused by its subordinates through intent or gross negligence.

10.4

The Client is liable for all damage which the Contractor and/or any third party suffers and/or will suffer as a direct and/or indirect result of an attributable failure to execute the Agreement and/or an unlawful act by the Client and/or its guests and/or those who are accompanying them, as well as damage that is caused by any animal and/or any substance and/or any object which belongs to or is under the supervision of the Client and/or its guests and/or those who are accompanying them.

10.5

The Contractor is not liable for the loss or theft of property belonging to the Client and/or its guests and/or those who are accompanying them.

10.6

If the Contractor accepts Goods or if the Goods are deposited, stored and/or left behind anywhere by anyone in any manner whatsoever, the Contractor is never liable for damage to or in connection with the Goods in any way unless the damage is caused by intent or gross negligence on the part of the Contractor.

10.7

The Client shall fully indemnify the Contractor against any claim, under any denomination, that a guest of the Client and/or any third party may assert against the Contractor, arising under the execution of the Agreement between the Client and the Contractor. The disclaimer above also applies if the Agreement is cancelled or terminated for any reason whatsoever.

#### **Article 11: Ownership/Lost and found**

11.1

All crockery, silverware, tables, chairs, linen and other non-consumable Goods provided by the Contractor remain the property of the Contractor. Damage to or loss of the Goods on account of the Client and/or its guests and/or its members of staff must be reimbursed by the Client to the Contractor at cost price.

11.2

Any objects which are lost or left behind on the Contractor's premises and which are found by the Client and/or its guests must be handed in to the Contractor promptly.

11.3

Any objects which the rightful owner has not claimed from the Contractor within a year of having been handed in to the Contractor become the property of the Contractor. A maximum retention period of 3 months applies to Goods with a value of €450 or less.

11.4

If the Contractor sends the Client or its guests any objects that they have left behind, this will be entirely at the Client's and/or its guest's expense and risk. The Contractor is never obliged to send such objects.

#### **Article 12: Force majeure**

12.1

Force majeure for the Contractor means all conditions that are not attributable to the Contractor and prevent the normal execution of the Agreement. The Contractor may never be held liable for the consequences thereof.

12.2

In the event of force majeure, the Client shall allow the Contractor one month after the agreed date of execution of the order to meet its obligations, unless the agreed date constitutes a deadline in accordance with the Agreement.

12.3

If the situation of force majeure persists for longer than one month, both parties have the right to cancel the Agreement without judicial intervention. In that case, the terminating party shall inform the other party thereof.

12.4

Special circumstances that result in a delay in the execution of the Agreement, whether foreseen or unforeseen, entitle the Contractor to suspend its obligations for the duration of those circumstances. Such circumstances are also understood to include those involving persons and/or services and/or institutions which the Contractor uses or is planning to use in order to execute the Agreement, under which the Contractor cannot be reasonably expected to take replacement measures to execute the order in another manner without incurring additional costs that cannot be passed on to the Client.

12.5

If one of the parties to an Agreement is not in a position to fulfil any obligation arising under the Agreement, it shall inform the other party thereof as soon as possible.

### **Article 13: Corkage and External Catering Fee**

13.1

If the Client consumes drink that has not been provided by the Contractor on the premises of the Contractor, the Client shall pay a Corkage amount to the Contractor for each bottle or unit consumed.

13.2

If the Client consumes food that has not been provided by a the Contractor on the premises of the Contractor, the Client shall pay an External Catering Fee to the Contractor.

13.3

The amounts referred to in Clauses 13.1 and 13.2 must be agreed in advance or, in the absence of prior agreement, must be fixed at a reasonable level by the Contractor.

### **Article 14: Limitation period**

14.1

All claims by the Client against the Contractor expire one year after completion of the order to which the Agreement relates.

### **Article 15: Intellectual property**

15.1

The Contractor is not liable for infringement of copyright, patent rights, licensing rights, trademark rights and/or design rights on property belonging to third parties, if the Contractor might have infringed that right by using information, documents or articles provided or recommended to it by or on behalf of the Client for the execution of the order. The Client shall indemnify the Contractor against any claims in this regard.

15.2

If the work provided by the Contractor as part of the order results in the creation of intellectual property rights, the Contractor remains the owner of such rights.

15.3

The Client is not entitled to any further or other use of anything created under the order, other than the agreed use.

15.4

All images, drawings, ideas and details included in or accompanying a quotation or Order Confirmation may only be used in the context of the order provided or to be provided, and may not be used by the Client for any other purposes or provided to any third party. The Contractor remains the owner of all rights in this regard.

**Article 16: Applicable law and dispute settlement**

16.1

Dutch law applies exclusively to each and every Agreement between the Contractor and the Client.

16.2

Any disputes with regard to or arising from offers made by the Contractor and Agreements concluded with the Contractor, as well as all recoveries due to non-payment, will be exclusively brought before the absolutely competent court in the place of establishment of the Contractor, unless the Contractor chooses to bring the claim before the court of the place of residence of the Client.