

GENERAL TERMS AND CONDITIONS - HOSPITALITY

Article 1 Applicability

- 1.1 These general terms and conditions apply to legal and other acts and agreements between the Organiser and the Other Party.
- 1.2 If any provision of the general terms and conditions proves to be void, this will not affect the validity of the other terms and conditions. In consultation, a provision that is in line with the intention of the parties will then replace the void provision.
- 1.3 The applicability of the general terms and conditions of the Other Party is explicitly rejected.
- 1.4 These general terms and conditions may be amended by a mere notification from the Organiser to the Other Party. In the absence of written protest within 30 days after this notification, the amended general terms and conditions will apply from the day of notification to all legal acts and agreements to be concluded and to all agreements in force between the parties and current agreements, insofar as they are executed after the day of notification.
- 1.5 Provisions of the general terms and conditions may only be derogated from in writing.

Article 2 The formation and content of the agreement

- 2.1 All offers, quotations, expense budgets, etc. of the Organiser will be subject to contract, unless the Organiser has stated otherwise in writing.
- 2.2 All information and/or specifications provided by the Organiser are approximate only, unless explicitly stated otherwise in writing.
- 2.3 The Organiser will be entitled to engage third parties for the performance of the assignment.
- 2.4 Hospitality is exclusively understood to mean that which the parties have agreed in writing in the agreement.
- 2.5 The application for hospitality is submitted by means of a written reservation form (agreement), which also includes a final registration date (deadline). After the final registration date, the Organiser may refuse an addition to the number of reservations.
- 2.6 The Organiser will have the right to refuse an application without stating any reasons.
- 2.7 The agreement for hospitality will only be formed after the Organiser has confirmed the reservation in writing.

Article 3 Obligations of the Other Party

- 3.1 Unless explicitly agreed otherwise between the parties, the Other Party cannot derive any rights in respect of the space assigned to them.
- 3.2 The Organiser may deny an Other Party who, in the sole opinion of the Organiser, acts in violation of the agreed conditions (including but not limited to safety regulations) the use of the hospitality.
- 3.3 The Other Party will be responsible for the actions/omissions of any third parties engaged and/or invited by them who use the hospitality.
- 3.4 Unless agreed otherwise, the Other Party will be prohibited from distributing or displaying advertising materials.
- 3.5 Goods belonging to the Other Party that have been brought along without the Organiser's permission may, after the request for removal, be removed on the Organiser's instructions without the Other Party being entitled to compensation.

Article 4. Exchange and sales ban

- 4.1 The transfer of the hospitality agreement by the Other Party to a third party will not be permitted without the written permission of the Organiser.
- 4.2 If the hospitality is not used, this will be at the Other Party's expense and risk, and this will not release the Other Party from their payment obligation. If the Other Party acts in violation of the agreement, the Organiser will be entitled to terminate the agreement without any judicial intervention being required, in which case the Organiser will retain the right to full payment.

Article 5. Price, payment and cancellation

- 5.1 All (agreed) amounts are exclusive of VAT and any other government levies, unless agreed otherwise in writing.
- 5.2 The Other Party will be obliged to provide security for the obligations under the hospitality agreement at any time on the Organiser's demand.
- 5.3 Payment terms of the invoices are 14 days after the invoice date. Payment terms are 8 days if the Organiser has accepted the reservation within one month before the start of an event. The full payment must always be received before the start of the event at the latest. The Other Party will be in default by operation of law if payment has not been made within the stated periods. After that, it will owe a contractual interest rate of 1% a month (or part of a month).
- 5.4 The assignment may only be cancelled in writing. The following cancellation provisions will apply in that respect. The Other Party must pay the Organiser a percentage of the full fee for the assignment in case of cancellation:
 - Up to 30 days before the first day of the event: 100%
 - Between 31 and 45 days before the first day of the event: 90%
 - Between 46 and 60 days before the first day of the event: 80%
 - Between 61 and 75 days before the first day of the event: 70%
 - Between 75 and 90 days before the first day of the event: 60%
 - Up to 91 days before the first day of the event: 50%The fee for the assignment amounts to the fee for the assignment included in the agreement plus all changes subsequently agreed on in a legally valid manner.
- 5.5 If, at the time of cancellation, the Organiser's loss exceeds the cancellation fee included in Article 5.4 of these general terms and conditions, the Other Party must compensate the Organiser for this amount in excess.
- 5.6 The Organiser will be entitled to charge to the Other Party all costs, including full extrajudicial costs subject to a minimum of €250.00 excluding VAT and legal costs.

Article 6. Exclusivity.

- 6.1 Exclusivity will not be granted, unless explicitly agreed in writing.

Article 7 The Organiser's liability

- 7.1 The Organiser will only be liable for damage or loss (i) if this damage or loss is covered by the liability or other insurance, and in that case up to the amount paid out by the insurance, if the insurance company pays out, plus the excess or (ii) in case of an intentional act or gross negligence.

- 7.2 If the Organiser is liable, this liability will be limited to direct damage or loss and it will in no event include indirect damage or loss and/or consequential damage or loss.
- 7.3 Notice of the exercise of all rights of action and other authorities, of any nature whatsoever, which the Other Party has vis-à-vis the Organiser, must have been received by the Organiser in writing within 12 months after the time that the Other Party became or could reasonably have been aware of them, in the absence of which they will lapse.
- 7.4 The Other Party indemnifies the Organiser against third-party claims (including but not limited to participants and visitors), who suffer damage or loss in connection with the performance of the hospitality agreement.
- 7.5 Any advice provided by the Organiser will always be without obligation and the following of this advice will be at the Other Party's expense and risk.
- 7.6 The Organiser will not be liable for the attendance of participants in or visitors to the event in question.
- 7.8 The Organiser will not be liable for damage to goods made available to it by the Other Party. The Other Party will arrange proper insurance.

Article 8 Complaints

- 8.1 All complaints must be submitted to the Organiser in writing within 30 days after they have become known or could have been known, at the risk of forfeiting all rights.

Article 9 Force majeure

- 9.1 Circumstances that are not attributable to the Organiser and that are of such a nature that compliance with the agreement can no longer reasonably be required or can no longer be required in full, such as but not limited to (i) extreme weather, (ii) withdrawal of one or more permits, (iii) cancellation of the event and (iv) national mourning will give the Organiser the right to terminate the assignment or suspend its performance without being obliged to pay any compensation. In that case, the Organiser will retain its right to payment (including but not limited to costs for third parties engaged by it). The Organiser recommends that the Other Party take out insurance against these risks.

Article 10 Intellectual property rights

- 10.1 The Organiser will be the (other) party entitled to all existing and future intellectual property rights (including but not limited to copyright) vested in or arising from works (in any form whatsoever, including but not limited to detailed ideas, proposals, designs and concepts) that the Organiser develops and/or had a third party develop within the context of the hospitality agreement. Unless otherwise agreed, an Other Party will not be entitled to any intellectual property rights and must waive them on demand.
- 10.2 The Other Party respects intellectual property rights. If the Organiser, due to acts and/or omissions of the Other Party, infringes the intellectual property rights of third parties, the Other Party will indemnify the Organiser, the Organiser's employees and/or third parties engaged by the Organiser.
- 10.3 By making materials or works, of any nature whatsoever, available to the Organiser in the context of the assignment, the Other Party gives the Organiser unconditional permission to use these materials and works in any manner whatsoever, insofar as this is reasonably required for a proper performance of the assignment.
- 10.4 The Other Party and third parties forming part of the assignment are entitled to make sound, photo and/or image recordings, unless explicitly agreed otherwise, and the Other Party must at all times meet statutory requirements, including but not limited to requirements related to intellectual property and privacy of persons involved or participants.

Article 11 Applicable law and competent court

- 11.1 Dutch law applies exclusively to all legal relationships between the Organiser and the Other Party.
- 11.2 The Court of Oost-Brabant has exclusive jurisdiction to hear disputes between the parties, to the extent that mandatory statutory provisions do not oppose this.