



## **GENERAL SERVICE TERMS AND CONDITIONS**

### **ARTICLE 1: APPLICATION OF THESE TERMS AND CONDITIONS**

The following terms and conditions apply to all services carried out by us and to offers made within such a framework. The application of any terms and conditions by our client is hereby expressly rejected, regardless of when and how this is made known to us. Where the terms and conditions refer to termination and suspension, this also includes partial termination/ suspension. When making a choice, we are obliged to balance the power given to us by these terms and conditions against the interests of the client.

### **ARTICLE 2: REALIZATION AND SCOPE OF CONTRACT AND TERMINATION THEREOF**

1. Our quotes are without engagement, unless otherwise stated. We retain the right to recall a no-obligation quote up until the third day following receipt of acceptance. We are not bound by prices stated in documentation material and advertisements except if we provide the client with a price as a result of an offer, but in that case only for the period of time in which the offer applies or, if there is no stated period of time, for a maximum of 30 days from the date of the quote, irrespective of our right to correct obvious errors. Our invoices can also act as order confirmations. An order made by the client without any prior offer from us is binding on the client and must be settled according to our standard rates.
2. If we terminate the contract as a result of failings attributed to the client or if the contract is dissolved at our request by the courts, this contract applies retrospectively and has consequences of a proprietary nature. In such a case, we have the right to terminate current contracts between us and the client or to suspend the implementation thereof. In such a situation, we can also demand that all sums owed to us by the client be paid immediately.

### **ARTICLE 3: CHANGES TO THE CONTRACT, EXTRA WORK AND TIME PERIODS**

1. The client has the right to propose changes to the contract on the proviso that:
  - A. we are informed of these changes in time to be able to alter travel or event arrangements without any difficulty. If we have already contracted third parties and changes to the present contract meet opposition from those third parties, we have the right not to implement changes requested by the client;
  - B. the client accepts responsibility for any additional costs caused by this, including obligations we assume with third parties, and immediately pays us such costs, should we so request. If the changes requested by the client cannot be carried out based on the provisions of the previous paragraph and the client persists with those changes, this will count as cancellation and the provisions of the previous article will apply.
2. If the client requests that we carry out work not previously agreed and we accept the client's request, we have the right to charge for such work and any associated costs, at our usual rate.
3. Deadlines agreed with us are not absolute. Consequently, in the event of non-timely compliance, the client must serve us with written notice of default and must allow us a further period of time for compliance, to be agreed in consultation with us. The provisions of the previous sentence do not apply if performance remains impossible.



#### **ARTICLE 4:    PROPERTY RIGHTS AND COPYRIGHT**

We remain the exclusive owner of all designs, texts and documentation materials, and have the exclusive right of realization and publication of any design, any sketch, etc. By making our ideas known to the client, regardless of the way in which this is done, the client receives the right to use the ideas exclusively for the benefit of the contracted project. The client undertakes not to pass the intended ideas on to third parties or to use them for projects other than that for which they are intended. We have the right to mention the name of our company, or of the person who carries out the work concerned, on products supplied to the client.

#### **ARTICLE 5:    CANCELLATION**

If the client wishes, for whatever reason, to terminate the contract, the following applies:

- A.     in the event of cancellation less than one week before commencement of the journey or before the event takes place: 100 % of the agreed price;
- B.     in the event of cancellation more than a week but less than one month prior to commencement: 90% of the agreed price.
- C.     in the event of cancellation more than one month but less than two months prior to commencement: 75% of the price.
- D.     in the event of cancellation more than two months prior to commencement of the event or journey: only the costs incurred by us.

For reservation of locations, hotels, etc, we employ the terms and conditions used by the respective supplier. These can be sent to you free of charge on request.

The costs referred to in point D include costs charged to us by third parties, such as hotel accommodation, as well as expenses incurred by us, such as travel costs, and an amount to compensate us for time spent at our hourly rate applicable at the time of cancellation. On 1 January 2005, the hourly rate was €75.00 excluding VAT.

#### **ARTICLE 6:    LIABILITY**

1.     Participation in programmes, events and/ or parts thereof organised by us is entirely at the client's own risk.
2.     If our client accepts the provisions of the following article as well as, where necessary, the stipulations of the contract, we can, without prejudice to our legal means of defence, be held liable for an attributable failing during a period of one year after we executed, or ought to have executed, the contract.
3.     If we acknowledge a failing or such is established in respect of the provisions of the previous sentence, our obligation to pay compensation is limited to the amount paid out under our liability insurance, in the event that the respective incident falls within the insured period of time.

#### **ARTICLE 7:    COMPLAINTS**

We undertake to deal with complaints as quickly as possible on the proviso that we incur no third-party costs as a result. This condition does not apply if we fail imputably. Unless performance remains impossible, we require written notice of default. To be able to deal with complaints as quickly as possible, the client undertakes to let us know immediately, but in any case within five working days of ascertaining, or being in position to ascertain, that we have failed imputably. No liability will be entertained if the complaint is reported to us too late. In the event that we nevertheless carry out work within that framework, this is to be regarded as compliance.



**ARTICLE 8:     PAYMENT**

A. The client undertakes to pay the first instalment, equal to 30% of the total agreed price, within 10 days of definitive formation of the contract. The client must subsequently pay a second instalment, equal to 40% of the total amount, 14 days prior to commencement of the event or journey. The remaining amount must be paid within two weeks of the event taking place. If payment is not made on time, the client is in default, without notice of default being required, and will owe interest equal to the statutory interest rate plus 2% per year. At the end of every further year the amount on which interest is due will be increased by the amount of interest due that year. The client will also owe any judicial or extrajudicial collection costs incurred by third parties. The extrajudicial costs will be calculated based on collection rates set by the Netherlands Bar Association. Judicial costs will be calculated based on time unit rates, as advised by the aforementioned Bar Association, plus any costs to be paid by our lawyer to third parties.

B. If, despite receiving notice of default, the client does not make payment conforming to the schedule stated in the previous paragraph, we have the right to suspend our work under the current contracts and/or to dissolve those contracts, and to apply charges for damages.

**ARTICLE 9:     FORCE MAJEURE**

Force Majeure from our side means that we have the option not to have to meet our contractual obligations and may dissolve the contract by means of a written statement, or can suspend fulfilment thereof, without having to pay any damages to the client. Force Majeure includes strikes and/or excessive illness among our employees and non-performance by third parties contracted by us if, despite all reasonable efforts, we fail to engage other third parties to execute the contract on time and at a reasonable cost.

**ARTICLE 10:    APPLICABLE LAW AND COMPETENT COURT**

Dutch law applies to all contracts. All disputes arising between us and the counterparty will, irrespective of the legal powers of the sub-district court, be settled by the competent court in Maastricht.