

## **General Terms and Conditions Roem Events B.V.**

### **Clause 1 Applicability Terms and Conditions**

**1.1** These terms and conditions are applicable to every offer, quotation and agreement between client and contractor.

**1.2** In case a clause turns out to be void, it does not affect the validity of the provisions. In that case, the parties will replace a void or nullified provision that is in line with the intentions of the parties.

**1.3** The applicability of the general terms and conditions of the contractor is explicitly rejected.

**1.4** These general terms and conditions can be changed by a single communication from the contractor to the client.

In the absence of a protest within 30 days of this notification, the amended general terms and conditions apply from the day of the notification to all new agreements which are to be concluded between parties and to all agreements between the parties and pending agreements, to the extent that these are performed after the day of notification.

### **Clause 2 Quotation, information and engaging third parties**

**2.1** All offers, price quotations, cost budgets and others are without charge, unless contractor indicates otherwise in writing.

**2.2** All information and/or specifications provided by contractor are always approximate, unless explicitly stated otherwise in writing.

**2.3** The contractor is entitled to engage third parties for the execution of the assignment.

### **Clause 3 Obligations client**

**3.1** Unless otherwise agreed in writing, the client shall ensure sufficient measures taken, for its own account, that safety is ensured at all times at the place where the assignment is executed (including the artists' safety, employees and visitors but not limited to these) If arrangements have already been made about measures taken in advance, the contractor is nevertheless entitled to impose additional requirements at all times, if changed circumstances require so.

**3.2** The client is obliged to provide the contractor with all information of which he knows in a timely manner or of which he ought to know that is necessary for the execution of the assignment. The client guarantees the correctness and completeness of the information provided.

**3.3** The client is not entitled to any form of compensation, if (a) the client has not or not sufficiently fulfilled its obligations as included in clause 3.1 and/or 3.2 in these general terms and conditions and the contractor will not allow execution of the full assignment of part of the assignment (which the contractor is entitled to) and/or (b) if the client has not or not sufficiently

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fulfilled its obligations as stated in clause 3.1 and/or 3.2 in these general terms of conditions, the contractor has pointed out to the client in writing and the client nevertheless wants to continue with the assignment.

**3.4** Client is responsible for the payment of fees due to the use of intellectual property rights of third parties (such as Buma Rights, but not limited to them)

**3.5** Unless agreed in writing, client is responsible for the required permission of third parties and/or permits, as well as research into this.

**3.6** Client is responsible for the acts and omissions of the third parties engaged and/or invited parties involving the assignment, such as participants and visitors of an event.

#### **Clause 4 Liability contractor**

**4.1** Contractor is not liable for any kind of damage, caused by the fact that it was based on incorrect and / or incomplete information provided by or on behalf of the Client.

**4.2** Contractor is only liable for damage if this damage is covered by its liability insurance and up to the amount paid by its insurance increased with the deductible or (ii) if there is intent or gross negligence from her or one of her supervisors.

**4.3** If there is (i) no intention or negligence or (ii) the insurance does not pay out and there is nevertheless liability of the contractor, then this liability is limited to only direct damage (liability for indirect damage is emphatically excluded)) with a maximum of € 25.000,-.

**4.4** All rights of claim and other authorisations that the client has against the contractor, for whatever reason, must be received in writing within 12 months after the client became aware of this or reasonably could have known.

**4.5** The client indemnifies the contractor against claims by third parties (included participants and visitors but not limited to them) who suffer damage in connection to the execution of the assignment.

**4.6** Any advice provided by the contractor is always without obligation and in case of a follow-up this is always at the expense and risk of the client.

**4.7** Contractor is neither responsible nor liable for the attendance of the participants or visitors of the concerning event.

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**4.8** Contractor is not liable for damage to goods which are made available by client. Client will take care of a sound insurance.

#### **Clause 5 Advertisement**

All advertising must be submitted to the contractor in writing within 30 days after they have become known or could have been known, under penalty of decay.

#### **Clause 6 Odds**

Circumstances which are not attributable to the contractor, that are of such nature that compliance with the contract can no longer be expected reasonably or can no longer be demanded (such as (i) extreme weather, (ii) withdrawal of one or multiple permits and (iii) national mourning, but not limited to examples given) gives her the right to terminate the order entirely or in parts and/or suspend its execution without any obligation to pay compensation. In that case, contractor will retain its right to compensation (including costs for third parties engaged, but not limited to this). The contractor advises the client to insure himself against these circumstances.

#### **Clause 7 Price, payment and cancellation**

**7.1** The agreed price (commission) is exclusive of VAT and any other government levies, unless agreed otherwise in writing.

**7.2** The client is obliged to provide the payment of all that he owes at all times.

**7.3** roem events uses the following payment conditions:

20% of the total amount of the assignment when given the assignment

70% of the total amount of the assignment two weeks ahead of the actual event

10% plus any possible accredited aftercalls a day after the event

**7.4** Unless otherwise agreed emphatically in writing, payment must be made within the payment term as stated on the invoice. The payment term is a strict deadline. The client is not entitled to suspend or settle any payment.

**7.5** If no payment was made within the payment term, the client is legally in default. The client will then owe the statutory commercial interest (part of the month will be regarded as a whole month) as well as extrajudicial costs in accordance with the 'Law Standardization Extrajudicial Collection Costs' or a regulation that replaces this.

**7.6** Client is entitled to cancel the assignment only in writing. Client must then pay the following costs, in the event of cancellation: a) in the period between 12 to 9 months before the execution, 10% of the full sum (as stated at the moment of cancellation) ; b) in the period between 9 to 6 months before the execution, 25% of the full sum(as stated at the moment of cancellation); c) in the period between 6 to 3 months before the execution, 50% of the full sum (as stated at the moment of cancellation); d) in the period between 3 to 2 months before the execution, 75% of the full sum (as stated at the moment of cancellation) e) in de period between 2 to 1 months before the execution, 85% of the full sum (as stated at the moment of cancellation) and f) in de period between 1 month before the execution and the execution itself, 100% of the full sum (as stated at the moment of cancellation) The contract sum is the assignment sum included in the agreement plus subsequent mutually agreed mutations.

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**7.7** If at time of cancellation the contractor’s damage is higher than the cancellation fee as included in clause 7.5 in these general terms and conditions, the client is obliged to compensate this higher amount to the contractor.

**7.8** If the date of an assignment has been changed in a period of 1 to 6 months before the actual assignment date to a different date within the same year, the client will pay 40% of the full order sum (such as the one at the moment of the shifting) instead of the amount stated in case of a total cancellation.

**Clause 8 Number of Guests**

**8.1** The budget plan is based on the number of guests as agreed in the agreement made between contractor and client. If there is a change in the number of guests, this has consequences for the price calculation. Besides the costs of food and beverage (in other words culinary and drinks) factors such as staffing and materials need to be calculated on the number of guests as mentioned. The client is obliged to inform the contractor as soon as possible when it is clear that changes or additions are made that deviate from the offer agreed on. In case the change occurs at the tender stage, the contractor will endeavour to find the best suitable solution. Once the assignment is made definite in a signed budget plan, a minimum number of guests has also been signed.

**8.2** Reduction of the agreed number of guests with settlement of costs is possible up to 7 working days before the start of the event up to a maximum of 5 % of the agreed number of guests.

**8.3** If more guests appear on the day of execution than the number agreed on, the related costs will be charged in addition to the number agreed on stated in the budget plan or signed agreement.

**8.4** If the reduction in the number of guests is higher than 5%, the contractor is entitled to adjust the prices according to the following diagram

Reduction number of guests	Increase package price, or F&B price
0-5 %	0%
5-9%	5%
10-14%	10%
15-19%	12%
20-24%	15%
25-29%	17,5%
30% and more	20%

**8.5** Assignments are assumed based on subsequent costs of consumption and staff costs unless emphatically agreed otherwise in the budget plan.

**Clause 9 Intellectual property rights**

**9.1** Contractor is or will be the exclusive entitled party of all existing and future rights of intellectual property (including copywrite, but not limited to this) that rest on or ensue from works (in whatever form, including detailed ideas, proposal

designs, and concepts but not limited to these examples given) which the contractor develops or has in context to the assignment. The client obtains a user's right for the duration of the assignment.

**9.2** The client guarantees to respect the intellectual property rights of third parties. If the contractor violates the intellectual property rights of third parties by acts and/or omissions of the client, the client will indemnify the contractor, the employees of the contractor, and/or third parties engaged by the contractor on the first request.

**9.3** By making materials or works available to the Contractor within the scope of the assignment, of whatever nature, the Client unconditionally authorizes the Contractor to use these materials and works in any way whatsoever, if this is necessary for the proper performance of the work.

**9.4** Client and third parties which take part in the assignment are entitled to make sound, photo- and/or image recordings of the order, unless the contractor has explicitly stated otherwise. The sound-, photo- and/or image recordings may not be used by the client prior written permission from the contractor in internal and external communication.

**Clause 10 Applicable right and competent court**

Dutch law applies exclusively to all legal relationships between contractor and client. Only the court of the district in which the (registered office of the) contractor is located is authorized to take notice of disputes between the parties, if provisions of mandatory law do not oppose this.

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