

General Terms and Conditions of Party service

Version Number 2013 Vermaat Groep B.V.

Article 1 Definitions

In these General Terms and Conditions a number of terms are used, which are defined as follows:

a. Catering company

Vermaat Groep B.V., or the relevant subsidiary of Vermaat Groep B.V., with which the supplier concludes the agreement.

b. Guest

The other party in relation to the catering company, to whom one or more catering services are provided.

c. Parties

The catering company and the guest.

d. Catering services

These include all the catering services and facilities as agreed in an order confirmation between the guest and the catering company.

e. Offer

The written offer made by the catering company to provide catering services against a specific price and under specific conditions.

f. Order confirmation / reservation

The order to provide a catering service and acceptance of the offer made by the catering company. The order confirmation leads to the agreement, provided that it is concluded by a person from the catering company authorised for this purpose.

g. Reservation value

The total anticipated costs of the catering services to be provided (including VAT), based on the averages applicable in the catering company.

h. Cancellation

The notification in written form by the guest to the catering company stating that no use will be made in full or in part only of one or more agreed catering services, or the notification in written form by the catering company to the guest stating that one or more agreed catering services will not be provided in full or in part only.

i. No-show

The situation where a guest does not use the catering service agreed in an order confirmation without cancellation.

j. Group

Ten or more persons together.

k. Goods

All items, including money, money values and money value papers.

l. Turnover guarantee

A written declaration by the guest, confirming that with regard to one or more order confirmations the catering company will realise at least a specific amount in turnover.

Article 2 Applicability

- 2.1 These General Terms and Conditions apply to all requests, order confirmations and reservations concerning the catering services provided by the catering company. They form an integral part of the individual offers and/or order confirmations.
- 2.2 Derogation from these General Terms and Conditions can be agreed in writing only.
- 2.3 Any General Terms and Conditions of the guest, under whatever name, do not apply, irrespective of when an appeal is made to them.

- 2.4 If the provisions in these General Terms and Conditions are amended, the latest version will always apply.

Article 3 Offers

- 3.1 All offers, in whatever form, are completely without obligation, unless otherwise specified in writing.
- 3.2 Order confirmations, reservations, amendments thereof or additions thereto, will be binding on the catering company only after it has accepted the confirmation thereof.
- 3.3 The guest cannot derive any rights from the images included in the offer. Those images serve illustration purposes only.

Article 4 Obligations of the catering company

- 4.1 The catering company is obliged under the order confirmation to provide the agreed catering services at the agreed times in accordance with what is normal practice in the catering company.
- 4.2 The obligation described in paragraph 1 of this Article does not apply:
 - in the event of force majeure on the part of the catering company as provided for in Article 15;
 - if the guest fails to appear or appears more than half an hour late;
 - if the guest fails to pay the deposit or interim payment described in Article 10 in good time;
 - If the guest, in spite of a request to that effect, fails to issue a turnover guarantee in good time;
 - If the guest fails to comply in full with his obligations of whatever nature towards the catering company in any other manner.
- 4.3 The catering company is not obliged to take receipt of and/or keep safe any goods of the guest.
- 4.4 If the catering company charges any sum to the guest for taking receipt of and/or keeping safe any goods, the catering company must look after those goods with due care.
- 4.5 The catering company is never obliged to admit any pet of the guest.

Article 5 Definitive number of guests and additional work

- 5.1 The number of guests known to us five working days before the meeting takes place is the minimum number for the total final invoice.
- 5.2 The definitive number of guests may not deviate more in a negative sense than 15% from the originally quoted number when the meeting was confirmed.
- 5.3 If, on the day of the meeting, there are fewer guests than had been confirmed, at least 75% of the cost estimate for drinks will be charged, provided that this is done on the basis of subsequent calculation. If invoicing does not take place on the basis of subsequent calculation, Article 5.1 will continue to be fully applicable.
- 5.4 If the duration of a catering service was longer in reality than had been agreed in the order confirmation, the catering company will be entitled to charge the additional number of hours multiplied by the agreed hourly rate.

Article 6 Cancellations

- 6.1 Cancellation must take place in writing, stating the date. The guest cannot derive any rights from an oral cancellation.
- 6.2 The provisions of Articles 13, and 14.4 also apply to cancellations.
- 6.3 Any amounts the catering company is already due to pay to third parties as regards the cancelled order confirmation or reservation at the time of the cancellation, must be paid by the guest to the catering company in full at all times, provided that the catering company has not acted unreasonably by entering into the relevant obligations. In such case, the amounts described in this paragraph will be deducted from the reservation value referred to in the provisions hereafter.

Article 7 Cancellation costs

When an order confirmation or reservation has been issued, the following applies to cancellation thereof:

- In the event of cancellation more than 6 months before the time when the first catering service should be provided under the relevant catering contract, the customer is not held to pay anything to the catering company.
- In the event of cancellation between 6 and 3 months before the time referred to, the customer is held to pay 10% of the booking value to the catering company.
- In the event of cancellation between 3 and 2 months before the time referred to, the customer is held to pay 15% of the booking value to the catering company.
- In the event of cancellation between 2 months and 1 month before the time referred to, the customer is held to pay 35% of the booking value to the catering company.
- In the event of cancellation between 1 month and 14 days before the time referred to, the customer is held to pay 60% of the booking value to the catering company.
- In the event of cancellation between 14 and 7 days before the time referred to, the customer is held to pay 85% of the booking value to the catering company.
- In the event of cancellation 7 days or less before the time referred to, the customer is held to pay 100% of the booking value to the catering company.

Article 8 Cancellation by the catering company

- 8.1 The catering company will be authorised at all times to cancel an order confirmation or reservation without being held to pay any compensation or refund in whatever form, if there are sufficient indications that the meeting to be held at the catering company on the basis of that order confirmation or reservation is of a nature which differs to such an extent from what could be expected on the basis of the announcement by the guest or on the basis of the character of the guest or guests, that the catering company would not have entered into the order confirmation or reservation if it had been aware of the true nature of the meeting. If the catering company uses this power after the relevant meeting has started, the guest must pay for the catering services he has received until then, but his payment obligation will be

cancelled in all other respects. In occurring cases, the amount to be paid for received catering services will be calculated in proportion to time.

- 8.2 The catering company will be entitled to impose further requirements for the remainder of the relevant meeting instead of exercising its authority referred to in paragraph 1 of this Article. If there are sufficient indications that these requirements will not be observed, the catering company will still be entitled to exercise its authority referred to in paragraph 1 of this Article.

Article 9 Deposit and interim payment

- 9.1 No later than 10 days prior to commencement of the catering services, the guest must pay 70% of the total reservation value to the catering company as a deposit. The catering company will send an invoice to that effect to the guest. The catering company may suspend the catering services without notification if the guest has not paid the deposit to the catering company in time.
- Received deposits are properly recorded. They serve as a security only for the catering company, and expressly do not represent turnover that has already been realised.
- 9.2 The catering company can demand interim (additional) payment of catering services already provided at all times.
- 9.3 The catering company may recover the amount deposited in accordance with the preceding provisions for all the guest owes to it for whatever reason. The surplus must be paid back by the catering company to the guest forthwith.

Article 10 Turnover guarantee

If a turnover guarantee has been issued, the guest must pay to the catering company with regard to the relevant order confirmation(s) or reservation(s) at least the amount determined in the turnover guarantee.

Article 11 Liability of the catering company

The catering company will never be liable for any damage to or loss of a guest's goods. This provision does not apply where the damage or loss can be attributed to wilful misconduct or gross negligence on the part of the catering company. The catering company's liability is, however, limited in all cases to the amount covered (and to be paid out) under the regular liability policy as applied by the catering company. That policy has an insured amount of € 25 million per event, with a maximum of € 5 million per year. Any further liability is excluded.

Article 12 Liability of the guest

The guest and those who accompany him are jointly and severally liable for any damage caused to the catering company and/or any third party as a direct or indirect consequence of a breach of contract (attributable breach) and/or an unlawful act, including a breach of the house rules by the guest and/or those who accompany him, as well as any damage caused by any animal, material or good held by them or of which they are in charge.

Article 13 Settlement and payment

- 13.1 The guest owes the price determined in the order confirmation, or the prices stated on lists which the catering company has put up at a place visible to the guest. Any changes to the VAT rate will be charged on to the guest at all times.
- 13.2 In the event of a no-show, the guest must pay the reservation value in all cases.
- 13.3 The guest is jointly and severally liable for all the amounts he owes to the catering company for whatever reason. Unless a contrary stipulation applies, order confirmations are deemed to have been concluded on behalf of each guest. By appearing, the guest acknowledges that the guest was authorised to represent him when the relevant order was confirmed.
- 13.4 As long as the guest has not complied with all his obligations towards the catering company in full, the catering company will be entitled to take and retain possession of goods which the guest has brought to the catering company, until the guest has met all his obligations towards the catering company, such to the satisfaction of the catering company. In addition to a right of retention, the catering company will have a pledge on the relevant goods in occurring cases.
- 13.5 If a form of payment other than cash payment has been agreed, all invoices, irrespective of the amount, must be paid by the guest to the catering company within fourteen days of the invoice date.
- 13.6 If and insofar as payment is not made in time, the guest will default without any notice of default being required.
- 13.7 If the guest defaults, he will have to pay all collection costs, both judicial and extrajudicial, to the catering company. The extrajudicial collection costs are set at a minimum of 15% of the due principal sum with a minimum of € 100, to be increased by the VAT due over the whole amount.
- 13.8 In addition to this, the guest will owe the statutory interest if he defaults. Part of a month will be regarded as a full month in the calculation of the interest due. The catering company is not obliged to declare the guest in default before charging the costs described in this paragraph and in Article 14.8.
- 13.9 If the catering company retains possession of goods as referred to in paragraph 4 of this Article and the guest from whom the catering company has received the goods has been defaulting for three months, the catering company will be entitled to sell those goods in public or in private, and recover the proceeds thereof. The costs associated with the sale will also be payable by the guest, and the catering company can also recover those costs from the proceeds of the sale. The amount remaining after recovery by the catering company will be paid to the guest.
- 13.10 Each payment, irrespective of any note or comment made about the payment by the guest, will be deemed to be applied towards the payment of the guest's debt to the catering company in the following order:
- the enforcement costs;
 - the judicial and extrajudicial collection costs;
 - the interest;
 - the damage or loss;

- the principal sum.

- 13.11 Payment is made in Euro.

Article 14 Force majeure

- 14.1 Force majeure suffered by the catering company, as a result of which any shortcoming on the part of the catering company cannot be attributed to it, is defined as any foreseen or unforeseen, foreseeable or unforeseeable circumstance which hampers the performance of the order confirmation to such an extent that said performance becomes impossible or onerous.
- 14.2 Such circumstances also include such circumstances occurring among persons, services and/or institutions the catering company wishes to use in the performance of the order confirmation, as well as anything that applies as force majeure or a suspensive or resolute condition among the aforementioned, as well as any breach of contract on the part of the aforementioned.
- 14.3 If one of the parties to an order confirmation is unable to comply with any obligation from that order confirmation, it/he must notify the other party thereof as soon as possible.

Article 15 Found property

- 15.1 Any lost or left property found by the guest in the building or its appurtenances must be handed in by him to the catering company promptly.
- 15.2 The catering company will acquire the ownership of any property whose rightful owner has not identified himself within a year of the property having been handed in.
- 15.3 If the catering company sends any left property to the guest, such is done entirely at the expense and risk of the guest. The catering company is never obliged to send such property.

Article 16 Applicable law and disputes

- 16.1 The order confirmation or reservation and all agreements arising from them are governed by Dutch law only.
- 16.2 Any disputes, including those that are regarded as such by one party only, occurring as a result of the order confirmation or any agreements arising from them, will be brought before the competent court in the district where the Catering Company has its registered office.
- 16.3 Any claims by the guest will mature when a year has passed since the time when they were made.