

## GENERAL TERMS AND CONDITIONS OF THE PARTY-- & EVENTARCHITECT

### 1. Definitions

- 1.1. FEA: The Party- & Eventarchitect BV / Zutphen. registered with the chamber of commerce in Deventer under number 09082717
- 1.2. Client: The person who for himself, or by order of third parties, signs the agreement with FEA / Zutphen.
- 1.3. Third parties: The person who, not being the client, supplies goods, services or other performances that can be valued in money to FEA / Zutphen.

### 2. Applicability of General Terms and Conditions

- 2.1. These Terms and Conditions apply to all relations, hereinafter together called the "Agreement", between client and FEA. If exceptions are made to these terms and conditions changes are only valid if these are confirmed by FEA in writing.
- 2.2. The General (Hire) Terms and Conditions, Conditions of Purchase, Internal Regulations and/or other commercial provisions used by the client, only apply to the transactions mentioned under 2.1 if this is expressly agreed for each Agreement with FEA in writing.

### 3. Terms of payment

- 3.1. The prices indicated by FEA are exclusive of VAT, unless otherwise indicated.
- 3.2. When placing an order FEA uses a down payment of 25% of the total forecast amount. 30 days before the reservation date a down payment of 50% of the total forecast amount. Within 14 days after receipt of the final invoice the remainder and any additional costs, unless otherwise agreed.
- 3.3. If the down payments indicated above have not been received with the order FEA has the right to terminate the agreement without judicial intervention and notice of default without the client being entitled to any compensation for this reason, all on reservation of all rights of FEA.
- 3.4. Unless otherwise agreed in writing, payment must be made by the Client within 14 days of date of invoice. After the end of this period Client is legally in default if no payment has been made.
- 3.5. If the payment period is exceeded, FEA is entitled from the due date of the invoice to charge Client interest of 2.5% per month, whereby part of a month is counted as a whole month.
- 3.6. Client is not permitted to apply any offset with regard to his payment obligations.
- 3.7. All costs of collection, both judicial and extra-judicial are charged to the client. Parties agree in this respect that the extra-judicial collection costs of FEA will amount to at least 20% of the due amount with a minimum of € 200.
- 3.8. In case of a travel, the payment conditions may differ. The total travel sum must be paid 6 weeks before travel date, unless otherwise agreed in writing.

### 4. Force majeure

- 4.1. Force majeure is understood to mean a (temporary) circumstance over which one of the parties has no control and which delays, hinders or renders impossible the execution of the Agreement, such as for example crisis situations, weather conditions, an energy disruption, or a late delivery by suppliers, as among other things these terms are indicated in the text of the Association of Insurers (*Verbond van Verzekeraars*) deposited under No. 136/1981 with the District Court of The Hague;
- 4.2. In case of force majeure on the part of one of the parties the one party shall inform the other party without delay by registered letter indicating the cause, nature and the anticipated duration of the force majeure. In case of force majeure the client shall give FEA the opportunity for a further 1 month after the agreed date of delivery to fulfil its obligations unless this involves a deadline, known to parties. If the force majeure situation continues and execution is not possible even after this month, the client and FEA have the right to regard the agreement as cancelled without judicial intervention and notice of default. They must in that case notify the other party of this in writing. A down payment made will then be retained after deduction of reasonable costs and/or overheads incurred.
- 4.3. Sickness, accident or invalidity of contracted artist(s) are not covered by force majeure. FEA shall in that case look for a replacement act. A doctor's certificate is required from the artist(s) in question.
- 4.4. In case of a travel, force majeure is also a different, unplanned travel time or a delayed trip. The conditions of the relevant supplier are in this case binding. In particular the airlines are an important factor. FEA cannot be held liable for the consequences of a delayed or cancelled flight.

### 5. Cancellation by the Client

- 5.1. Cancellation of the Agreement can only be carried out in writing and with clear justification. Cancellation is understood to mean: notice of termination, for any reason whatever, by which the Agreement is cancelled.
- 5.2. In case of cancellation the down payment is not returned.
- 5.3. In case of cancellation Client owes compensation of 50% of what Client would have had to pay upon execution of the agreement.
- 5.4. If cancelled within 60 days before the execution date a claim will be made for the whole amount of the agreement.
- 5.5. If the damage that FEA suffers from the (partial) cancellation of the Agreement, is higher than the compensation calculated in this article, Client is obliged to compensate the actual damage suffered.
- 5.6. Notwithstanding the above provisions Client must at all times reimburse the actual damage suffered that FEA owes to the third parties it has called in as regards the execution of the Agreement.

### 6. Cancellation by the FEA

- 6.1. If Client does not fulfil its obligations arising from the Agreement or does not fulfil them in good time, or if FEA is of the opinion that the execution of the Agreement will conflict with public order or morality, FEA reserves the right to be able to cancel the agreement unilaterally and FEA does not owe any compensation for this to the Client and/or repayment of any down payment.

### 7. Payment for work added and deducted

- 7.1. All changes to the agreement are if this results in additional work and costs for FEA regarded as work added and where less work and costs arise from this, as work deducted. Work added is charged on the basis of the conditions laid down at the beginning and set off against the payment of the total buy-out sum or the last instalment of this. Work deducted is only set off if FEA has agreed to this beforehand in writing.

**8. Extra conditions relating to artistes, festivities and/or events**

- 8.1. The client is responsible and liable for the correct deduction of the Buma/Stemra, Sena, Gema and/or Sabam, Videma or other copyrights payable for the appearance.
- 8.2. At the commencement of the agreement the client vouches for the presence of the music and other officially required licences for the appearance.
- 8.3. FEA is entitled upon the execution of festivities and/or events to use the services of third parties.
- 8.4. The client declares he is fully familiar with the performance of the third parties, and the type or nature of the performance contracted.
- 8.5. The number of people indicated by the client in advance, starting and ending times stated are binding. The number of people present finally counted by the catering company called in and/or FEA, less the number of people registered in advance, is binding for the calculation of the work added. The ultimate starting and/or ending time is binding as a basis for the calculation of the work added.
- 8.6. In case of a travel, the client is held responsible for delivering all required (passenger) data on time.
- 8.7. When FEA needs personal information, these will only be used for the relevant event or trip. The data will not be used for other purposes and will be destroyed and / or removed no later than 6 months after the event in question. FEA ensures optimal security of personal data during this period.

**9. Delivery and execution by third parties**

- 9.1. When mediating in orders to third parties, such as the AV presentations, artistes, security, decoration, printing, entertainment, photography, catering company, transport supplier, hire company etc, the delivery and payment conditions laid down by these third parties apply exclusively.

**10. Liability and complaints**

- 10.1. FEA accepts no liability for deficiencies in the execution of the order caused by or arising due to the fault or action of the client, or third parties for which it is responsible. FEA is only liable if this is the direct result of his intent or gross negligence, or of the people working in his company.
- 10.2. FEA shall do its very best to ensure that third parties contracted within the scope of the agreement adhere to the agreements reached. Without this giving the client the right to demand compensation or cancellation, FEA does however have the right to contract equivalent third parties and to supply equivalent service. FEA shall however always consult the client in advance on changes considered necessary as referred to here.
- 10.3. Damage to or loss of goods owned by FEA and/or suppliers contracted by FEA made by the client and/or the guests and/or staff members, must be reimbursed by the client to FEA.

**11. Insurance**

- 11.1. Client himself ensures the cover of all possible risks before, during and after the event. Think of event insurance, cancellation insurance, risk of death of member of staff/prominent person, national mourning, bad weather insurance, the failure of third parties to fulfil agreements in full or in part, the non-availability of the location/place, etc.
- 11.2. In case of a travel, the client is held responsible for taking out a proper travel insurance.

**12. Property rights**

- 12.1. Without the written consent of FEA the Client is not permitted to duplicate the illustrations, ideas, concepts, scenarios and calculations drawn up by or on behalf of FEA, to use them for any purpose whatever. This also means showing them and/or handing them over to third parties.
- 12.2. The documents referred to under 12.1 shall remain at all times the property of FEA, unless something different has been or is expressly agreed in writing.
- 12.3. Illustrations, drawings, ideas set down in writing, measurement, weight and use data are under no circumstances strictly binding for FEA.
- 12.4. FEA is not liable for claims and/or demands of Client and/or third parties because of infringement of any intellectual property right due to the use of documents, data or objects that were supplied to FEA by the Client in execution of the Agreement.

**13. Complaints**

- 13.1. Client must notify complaints about the execution of the Agreement within 8 working days after the services and/or works have been terminated to FEA in writing.
- 13.2. Complaints about invoices must be submitted within eight working days after the invoice date to FEA in writing.
- 13.3. Exceeding the deadlines mentioned in this article means lapse of any claim against FEA.
- 13.4. The payment period of Client with regard to the goods and/or invoices in dispute shall not be suspended due to the submission of a complaint.

**14. Applicable law, competent court and settlement of disputes**

- 14.1. Exclusively Dutch law is applicable to all our agreements as well as to disputes between the Client and FEA arising from or relating to their performance.
- 14.2. All disputes between the Client and FEA arising from the Agreements signed by FEA or their performance shall be submitted to the competent court in Zutphen, where the legal provisions do not prevent this.