

## **General terms and conditions Officieel Network Catering Events**

### **Artikel 1 Definities**

Official Network Catering Events:	A network of quality aware party caterers, referred to as ONCE, with the objective of improving and guaranteeing the quality and the reputation of the party catering industry in the Netherlands.
Contractor:	The natural or legal person or company that is engaged in the provision of services for meetings and that is a member of ONCE.
Client:	The natural or legal person or company that concluded an agreement with the contractor.
Parties:	ONCE, Contractor and Client jointly.
Agreement / Order Confirmation:	An agreement or order confirmation between the client and the contractor in connection with one or more services to be provided by the contractor at a price payable by the client.
Cancellation:	The communication made by the client in written form that one or more of the stipulated services shall, either wholly or partly, not be used, or the communication made by the contractor in written form that one or more stipulated services shall, either wholly or partly, not be provided.
Days:	Days refers to calendar days.
Working Days:	Working days refers to all days with the exception of Saturdays, Sundays and generally acknowledged holidays.
GTC:	General Terms and Conditions Official Network Catering Events

### **Article 2 Applicability**

- 2.1. The GTC are applicable to all agreements concluded by the contractor with the client and to all offers of the contractor for the conclusion of an agreement. Other general terms and conditions are not applicable to the same, unless expressly stipulated otherwise in writing. If apart from the GTC other general terms and conditions are applicable then the GTC shall prevail in case of a discrepancy.
- 2.2. It is only possible to deviate from the GTC in writing and on a case-by-case basis.
- 2.3. If the GTC have been declared applicable to an agreement once in a legally valid manner, the lastly applicable version of the GTC is deemed to be applicable to all subsequent agreements by and between the same parties.

### **Artikel 3 Offers**

- 3.1. All offers made by or on behalf of the contractor are valid for a period of 14 working days, unless indicated otherwise and/or unless the contractor withdrew the offer within this time limit. After this time limit possible options expire and the contractor can use the reserved capacity for other requests.
- 3.2. A contract awarded or an order placed by the client has binding effect on the client. The contractor shall send an order confirmation to the client. If the client does not object to the description of the contract contained in an order confirmation within 5 working days after despatch of an order confirmation then the order confirmation is deemed to represent the agreement correctly and completely.
- 3.3. The contractor shall in any case only be bound when its written offer has been accepted in a timely fashion, and a bilaterally signed order confirmation is available at the client and the contractor. The risk of obscurities due to contracts awarded orally or by telephone is vested in the client.

### **Article 4 Number of guests**

- 4.1. The client is obliged to inform the contractor as soon as possible, as soon as changes or additions arise that deviate from the offer or agreement.
- 4.2. The cost estimate is based on the number of guests as well as the programme and/or products as agreed in the agreement. If a Client communicates a change in the number of

guests after the agreement has been concluded, the Contractor is entitled to recalculate the price. This recalculation does not entitle the Client to terminate the agreement and will accept the recalculated price.

- 4.3. Reduction of the agreed guest number and/or programme and/or products 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 guest number.
- 4.4. If more guests appear on the day of performance than the agreed number, the related costs will be charged extra on the basis of the data stated in the offer or agreement.
- 4.5. Assignments are accepted on the basis of subsequent costing consumption of products and personnel costs unless expressly agreed otherwise in the contract.

### **Article 5 Image rights and drawings**

- 5.1. All images, drawings, ideas and data included in or attached to an offer or confirmation of order are to be used exclusively in the context of the order to be issued or granted and may not be used by the customer for other purposes or provided to any third party. All rights thereto shall remain vested in the contractor.
- 5.2. The documents referred to under 5.1 shall remain the property of the contractor. The contractor therefore reserves the right to reclaim those records.

### **Article 6 Prices**

- 6.1. All prices are exclusive of V.A.T. unless explicitly deviated from in the agreement. All other levies imposed by the government shall also be borne by the Client. To the extent possible, Octrooibureau Novopatent shall announce these in advance. The Contractor shall be entitled to pass on to the Client any government-imposed increases in taxes, excise duties or social security charges.
- 6.2. If the contractor provides a composite quotation, there is no obligation to execute part of the quotation at a corresponding part of the price quoted for the whole.
- 6.3. Quoted prices are only valid for the duration of the quotation. If the offer leads to a contract, the price may be increased at a later date but before execution of the order, pursuant to Article 6.4.
- 6.4. If one or more cost price factors undergo an increase after the agreement has been concluded, the contractor shall be entitled to pass on these increases to the customer without delay. If requested, the contractor shall substantiate the increase with underlying documents.
- 6.5. A price increase as referred to under 6.3 gives the client the authority to revise the agreement in consultation with the contractor.

### **Article 7 Payments**

- 7.1. Payments are due 8 working days after the invoice date, unless otherwise stated in the agreement.
- 7.2. Client is obliged:
  - 100% of the agreed room rent to be paid when the reservation is finalised. There will be no refund of this reservation sum in the event of cancellation.
  - 25% of the agreed contract value to be paid as a down payment when the agreement is concluded;
  - 85% of the agreed order value to be paid by the client no later than 10 days before the execution of the agreement;
  - The remainder of the agreed order value will be invoiced by the contractor as a final payment immediately after the performance of the agreement, taking into account the aforementioned down payments;
  - For each of the payment moments, the contractor shall send an invoice to the customer in due time;
  - The final invoice will provide an accurate specification of the services rendered and a specification of the services to be invoiced on subsequent calculation, as well as a specification of the VAT.
  - If in the opinion of the Contractor there is reason to do so, the Contractor shall be entitled to demand a down payment of 100% of the total estimated order value or the Contractor shall be entitled to require the Principal to provide security in the form of a bank guarantee for the payment of future instalments.

- 7.3. If a down payment is not received on time, the contractor has the right to cancel the order immediately and refuse further execution of the order, without being in default. This counts as a cancellation by the client, and Article 8.1 shall apply accordingly.
- 7.4. If the customer has not paid in full within 8 days of the invoice date, the customer will be declared in default with effect from the date on which the payment period expired. The client shall pay to the contractor the legal interest on the outstanding amount until the date of full payment of the invoice.
- 7.5. In the event that the Client fails to fulfil his payment or other obligations, the Client will be liable for payment of all costs incurred by the Contractor for the purpose of obtaining satisfaction outside court, hereinafter referred to as 'collection costs'. These collection costs will be determined in accordance with the law. The mere fact that the contractor has called in legal assistance demonstrates the obligation to pay collection costs. In addition, the customer will bear the costs of legal measures to obtain satisfaction, if the contractor proceeds to do so.
- 7.6. If, in the opinion of the Contractor, the Client's creditworthiness gives cause to do so, the Contractor shall be entitled to require the Client to provide security in the form of a bank guarantee for the payment of future instalments.
- 7.7. Client cannot invoke any form of set-off.
- 7.8. Any disputes between the contractor and the customer as a result of complaints made by the customer, or on any other account, shall not entitle the customer to suspend his payment obligations, unless he is expressly authorised to do so by the competent court.
- 7.9. The digital invoice in the possession of the principal shall comply with the requirements set out in article 35 paragraph 1 of the Turnover Tax Act and shall serve as full evidence for the benefit of the various (administrative) bodies and as full evidence of the indebtedness of the interest and of the day on which the interest calculation commences.

### **Article 8 Cancellations**

- 8.1. The principal may cancel the agreement, but the following cancellation charges shall apply:
  - If cancelled more than 120 days before the (first) day of performance, the client shall pay 50% of the contract price to the contractor.
  - If the work is cancelled 30 days or more before the agreed time, the client shall pay the contractor 75% of the contract price.
  - If the work is cancelled less than 30 days before the time specified, the customer will be obliged to pay the contractor 100% of the contract price.
- 8.2. Cancellation by the customer can only be done in writing or by registered e-mail. The calculation of the amount payable shall be based on the day on which the written cancellation reaches the contractor.
- 8.3. The Contractor reserves the right to cancel assignments that subsequently turn out to be in conflict with government regulations or the standards, values and good taste generally accepted in society, even if the assignment has already been confirmed and/or a start has been made on execution. This also applies as a cancellation by the client, and Article 8.1 applies accordingly.

### **Article 9 Implementation**

- 9.1. The performance of the agreement between the client and the contractor is based on the nature of the event indicated by the client, specified numbers and specified circumstances. If the client's statement does not correspond to the actual numbers, circumstances or nature of the event, without prejudice to the provisions of Article 3.3, the contractor shall not be liable for any consequences thereof.
- 9.2. The customer guarantees that the contractor can carry out all necessary preparations on time at the location under free provision of the necessary facilities, such as gas, water and electricity and rooms unless otherwise agreed.
- 9.3. If the customer fails to strictly comply with any obligation arising for him from an agreement with the contractor, the contractor will be entitled to suspend the fulfilment of all obligations towards the customer and to dissolve all agreements with the customer, without a notice of default or judicial intervention being required, all this while retaining the right to compensation. In that case, all that the customer owes the contractor will be immediately due and payable.

- 9.4. Unless stated otherwise in the quotation, the contractor shall be entitled to have certain work within the order performed by third parties not employed by the contractor without notice and without the client's consent, if, in the contractor's opinion, this will promote the proper and efficient performance of the order.
- 9.5. If the performance of the contract requires the consent of a third party, the customer shall ensure that the consent is obtained in good time at the customer's expense. The Client shall provide written proof to the Contractor at least one week before the execution of the order that the consent has been obtained. Failure to obtain the required consent shall be entirely at the client's risk.
- 9.6. If the Contractor works with freelancers, the Contractor is at all times entitled, in the event of replacement of a freelancer, to admit the replacement to the work and/or location. The Client may never object to this.
- 9.7. The contractor shall take measures to ensure the confidentiality of all data and information made available to the contractor. The Contractor shall not disclose such data and information to third parties without the Client's written consent.
- 9.8. If the contractor delivers food and drinks, without staff, to the client, the client has a two-hour guarantee on the quality of the food from the time of delivery.
- 9.9. If client and/or guests of client bring food from location, it is at client and/or his guests' own risk.
- 9.10. If the client has reserved the delivery of certain materials and/or the performance of certain parts of the agreement to itself, the client shall be liable for non-timely delivery or non-timely performance thereof.
- 9.11. If Contractor cannot deliver ordered products due to circumstances beyond his control - e.g. scarcity or delivery problems suppliers etc. - Contractor is entitled to use alternative products. These used products may give rise to subsequent calculation.
- 9.12. The Contractor will make use of the Client's FAFS officers if necessary. The Client is therefore responsible for ensuring that sufficient FAFS officers are present on its project site during the party, unless otherwise agreed in writing.
- 9.13. Client can also communicate any dietary requirements to Client up to one week in advance. These include allergies, vegetarian, pregnancy diet, Muslims, diabetics, etc. Client can still pass this on at a shorter notice, but with a view to purchasing, there is a chance that the dietary wishes can then no longer be met in full.
- 9.14. Quality and nutritional value of raw materials and meals, variety and composition of menus, preparation and preparation for distribution of meals, care of washing up, waste disposal from the kitchen and general hygiene and food safety should at all times comply with legal provisions, the Catering Hygiene Code.

## **Article 10 Personal Data**

If Parties need to record personal data, this will be done in full compliance with applicable laws and regulations. If necessary, a processing agreement may be concluded between Parties. In all cases, the Client remains responsible for providing the necessary documents.

## **Article 11. Transport and work conditions**

- 11.1. Unless otherwise agreed, the choice of transport is the Contractor's. The Client is obliged to take all measures for the prompt unloading of the goods. The Contractor is not responsible for the Client's method of storage. If the Client has failed to take timely measures to take delivery of the goods, the Contractor shall be entitled to unload and store these goods at the Client's expense and risk by which the Contractor has fulfilled its obligation to deliver. The contractor reserves the right to deliver the goods in parts.
- 11.2. The Client undertakes to ensure in a timely manner that the work not included in the Contractor's order is performed to the Contractor's requirement and in such a timely manner that the delivery and setting up of the necessary inventory and goods are not delayed, that access to the areas in which the Contractor is working is unobstructed and that, in general, the work on site can proceed properly and without interruption.
- 11.3. The Client shall give the Contractor scope to work in accordance with the statutory regulations on hygiene, working conditions and the environment. The Contractor can provide the Client with a HAM checklist if required.

## **Article 12 Objections**

- 12.1. During the execution of the assignment provided, the client is obliged to check whether the execution of the assignment corresponds to what the client wishes.
- 12.2. Complaints can only be made in writing, stating reasons, within 5 working days of execution of the order. The starting point for complaints is the offer or agreement agreed between the parties. Obvious printing, writing and/or typing errors or lack of clarity in offers, agreements and/or prospectuses will not be binding on the Contractor.
- 12.3. A demonstrable defect in any part of the performance of the order does not entitle the client to reject the overall performance.
- 12.4. The contractor does not accept any responsibility for shortcomings caused or arising through the fault or actions of the client or third parties, or through external causes.
- 12.5. If the complaint concerns an invoice received, it must be brought to the contractor's attention by registered letter or e-mail within 8 days of the invoice date. Complaints that reach the contractor after the expiry of the aforementioned period of 8 days need no longer be dealt with by the contractor. After expiry of the aforementioned period of 8 days, the client will be deemed to have agreed to the invoice sent to him.
- 12.6. The Principal is himself responsible for the remittance of rights relating to the playing of live/mechanical music, on which BUMA rights are payable during an event held at a venue of the Contractor.

## **Article 13 Liability**

- 13.1. The contractor shall never be liable for any damage whatsoever suffered by the customer and/or his guests and/or those accompanying them and/or third parties, unless the damage is the direct result of intent or gross negligence on the part of the contractor.
- 13.2. Any possible liability of the contractor, for whatever reason, is always limited to a maximum of the agreed price of the order or, if the agreed price of the order is higher, the amount reimbursed in the relevant case by the contractor's liability insurer.
- 13.3. If the ratio of the performance to be delivered to the customer in relation to the extent of the damage suffered by the customer so warrants, the damage to be compensated by the contractor shall be mitigated.
- 13.4. Loss of profits and other indirect damage are not eligible for compensation. The Client should take out insurance against such damages, if desired. Should it be established in court that the contractor is nevertheless responsible for trading losses, paragraphs 1, 2, 3 and 4 of this article shall apply mutatis mutandis.
- 13.5. The customer shall at all times be deemed to be the owner, lessee or user of the space, even if the lease came about through the intermediary of the contractor. The contractor accepts no liability for damage caused to the space by the contractor or others during the period of use, and the client indemnifies the contractor against all third-party claims in this regard.
- 13.6. If flagpoles or necessary anchoring of rental or furnishing materials and tent pavilions are installed on the instructions and/or with the consent of the customer, the contractor accepts no liability whatsoever for any damage incurred.
- 13.7. The client is liable for all damage that has and/or will arise for the contractor and/or any third party as a direct and/or indirect result of default and/or wrongful acts of the client and/or his guests and/or those accompanying them, as well as for the damage caused by any animal and/or any substance and/or any object of which the client and/or his guests and/or those accompanying them are holders and/or under their supervision.
- 13.8. The contractor is not liable for loss or theft of property of the client and/or his guests and/or those accompanying them at the place where the assignment is performed.
- 13.9. If an order is given by two or more clients, being natural or legal persons, these persons are each jointly and severally liable for the full performance of the client's obligations under the agreement.

## **Article 14 Complaints**

- 14.1. The customer must report complaints about the quality of food and/or drink products to the contractor immediately after a discrepancy has been detected, so that the contractor has the opportunity to check the merits of the complaint, or have it checked, and if possible to remedy it on the spot. The above period applies if the services are provided during normal

working hours. If the services are performed outside these normal working hours, notification must be made immediately on the first working day thereafter.

- 14.2. Any complaints will only be taken into consideration by the contractor if the client informs the contractor of the defects immediately upon their discovery and then notifies the contractor of them in writing within 5 working days, accurately stating the nature and basis of the complaints, as well as when and how the defect was discovered.

### **Article 15 Title to goods**

- 15.1 All tableware, silverware, tables, chairs, linen and other non-consumptive goods provided by the contractor shall remain the property of the contractor. If goods belonging to the contractor are left behind, the client must notify the contractor immediately and discuss the method of returning said goods. Damage to or loss of these goods caused by the client or his guests or staff must be compensated by the client to the contractor at cost price.
- 15.2 In the event of Principal's bankruptcy, Contractor may take all goods not paid for, or not paid in full, including interest and/or costs, without delay and without further explanation.

### **Article 16 Force majeure**

- 16.1. All circumstances beyond the control of the contractor which prevent the normal performance of the agreement shall be considered force majeure for the contractor. In particular, force majeure also includes delays caused by unexpected traffic jams; such delays and their consequences can never be attributed to and are never for the account of the contractor.
- 16.2. If there are government measures as a result of a pandemic or other crisis, the Client cannot terminate the assignment/contract and will owe the agreed price in that case. However, the Client can still have the contracted event or assignment take place at a later date and will receive a discount from the Contractor. How much discount depends on the circumstances of the case and will be further determined between the Parties.
- 16.3 In the event of force majeure, the customer will have to give the contractor the opportunity to fulfil his obligations 1 month after the agreed date of delivery unless, as the parties are aware, it is a fatal date.
- 16.4. Special circumstances causing stagnation in preparation or shipment, be it foreseen or unforeseen, shall suspend the Contractor's obligation to deliver for the duration of such circumstance.
- 16.5. If the order is to be performed in premises provided by third parties, the contractor shall not be liable in any way if the premises in question are not actually provided by the third parties in question.

### **Article 17 Applicable law**

- 17.1. All agreements concluded between the contractor and the client are governed exclusively by Dutch law.
- 17.2. In case of differences in interpretation between the Dutch text and any foreign translations thereof, the interpretation according to the Dutch text is binding.

### **Article 18 Disputes**

All disputes relating to or arising from or in connection with the offers made by the contractor and the agreements concluded with the contractor as well as all recoveries due to non-payment, shall be brought exclusively before the absolutely competent court in the place of business of the contractor, unless the contractor chooses to bring the claim before the court of the customer's place of residence.