

GENERAL TERMS AND CONDITIONS

ARTICLE 1

Applicability. 1. The present general terms and conditions are applicable to all our offers, deliveries and agreements and form an inextricable whole with the same, unless expressly stipulated otherwise in writing. 2. Anyone admitted to the building, or present in the building with or without our consent, is deemed to have taken note of and to agree with these terms and conditions.

ARTICLE 2

Composition of the terms and conditions. 1. Part of these terms and conditions (and therefore considered to have literally been included here) are: * The Uniform Terms and Conditions for the Hotel and Catering Industry ("UVH") of the Royal Association of Businesses in the Catering and Related Industries, filed with the District Court in The Hague and with the Chamber of Commerce there under number 606, as they currently read or shall read in the future, or changed and/or supplemented in respect of parts thereof. 2. In case of discrepancies between the General Terms and Conditions on the one hand and the UVH on the other hand, the text of these General Terms and Conditions shall prevail in respect of the relevant part.

ARTICLE 3

Conclusion of agreements. 1. All our proposals, in any form whatsoever, as well as quotes expire if they are not confirmed in writing and in our possession within 5 days after despatch respectively issue. 2. We are entitled to reject contracts without stating reasons or to accept the same on the condition that the other party provides securities for compliance with its payment obligations. 3. An agreement with us is concluded after we have accepted the contract in writing. 4. Unless the other party demonstrates the contrary by means of registered post within 48 hours after receipt of the order confirmation, the order confirmation is deemed to have been communicated correctly. 5. In the qualifying instances an invoice must be put on par with an order confirmation. 6. Potential changes and/or further additional arrangements shall only have binding effect on us if they are confirmed by us in writing.

ARTICLE 4

Payment. 1. Unless stipulated otherwise, payment must take place net in cash upon the implementation of the contract. 2. If payment takes place through remittance of the invoice amount then this must take place at the latest within 14 days after the date of the invoice. In the latter instance the invoice amount must always be increased by € 12.50 on account of administration costs. 3. The value date mentioned on our bank or giro statement is decisive and is therefore qualified as the date of payment. 4. If payment of the invoice did not take place within the time limit as intended in the previous article then the other party is in default by operation of law and effective from the date of default liable to pay interest at a rate of 1.5% per month on the outstanding amount. A part of a month is calculated as a full month. 5. Any and all judicial and extrajudicial costs to be incurred are at the expense of the other party. The extrajudicial costs amount to a minimum of 15% of the amount payable by the other party – including the aforementioned interest.

ARTICLE 5

Cancellation. 1. If the other party intends to cancel an agreement then we are entitled to charge cancellation costs equal to 25% of the offer respectively invoice amount. 2. In case of cancellation within 48 hours the other party is liable to pay 50% of it and in case of cancellation within 24 hours the full amount is payable. If in case of force majeure it is still possible to reduce the amount of reserved persons, by a maximum of 10% until 12:00 PM (noon) on the day of reservation. 3. If part of the agreement is related to the provision of hospitality services, more in particular catering, then the other party is liable to pay 50% of the reservation value in case of cancellation within 14 days and the full amount in case of cancellation within 7 days. 4. The reservation value is the stipulated invoice (transaction) amount plus the turnover from the hospitality services not included in the invoice amount, as intended above, that – in conformity with the resources deployed by our company – could within reason have been realised. Cancellation can only take place in writing.

ARTICLE 6

Complaints. 1. Potential complaints, of any nature whatsoever, must be submitted to us by the other party at the latest 2 hours after conclusion, at least within 2 hours after the first opportunity after conclusion. After the expiry of this time limit complaints are no longer processed by us and the agreement is deemed to have been implemented properly. 2. The submission of a complaint shall never release the other party from its payment obligation vis-à-vis the company.

ARTICLE 7

Liability. Vis-à-vis the other party: 1. The company shall not be liable for the damages caused by death or bodily harm of the other party or damages caused by full or partial loss of or damage to luggage or other personal belongings if a relevant event occurred during the stay and to the extent that the said event was not caused by a circumstance that a diligent company could have avoided or by a circumstance of which this kind of company could have avoided the consequences. 2. The company shall never be liable to pay compensation for luggage, personal belongings or goods brought along by the other party that the company would not have permitted into the building had it been familiar with the nature or condition of the same and the other party knew or should have known that the company would not have permitted the said luggage, personal belongings or goods within the company. 3. The company shall neither be liable for loss or theft of or damage to money, goods, jewels, jewellery, art objects, valuable documents or other valuable goods. 4. To the extent that the company is liable the said liability shall be limited to an amount or amounts that are determined by Dutch Order in Council (Dutch Bulletin of Acts and Decrees 108, Dutch Decree of 11 March 1991 for the implementation of section 983 of Book 8 of the Dutch New Civil Code). 5. The compensation that the company may be liable to pay for damages caused by death or bodily harm of the other party is limited to an amount or a capitalised amount of € 135,000.00 per other party. 6. The compensation that the company may need to pay in case of damage to luggage shall be limited to an amount of € 1,000.00. 7. If the company evidences that culpability or negligence of the other party caused the damages or contributed to the same then the liability of the company can be cancelled, either in full or in part. 8. To the extent that the company is liable for damages the said liability shall be limited to direct damages with the exclusion of any and all indirect damages. 9. Only the other party is entitled to claim compensation. 10. The company shall never be liable for damages, of any nature whatsoever, caused by a delay or during the stay. Vis-à-vis the company: 11. The potential storage of the aforementioned valuable goods exclusively takes place at the risk of the other

party. 12. The other party is held to compensate the company for the damages caused by the same or by its luggage. 13. To the extent that the other party does not compensate the damages incurred by the company on account of the fact that the other party did not comply with the obligations vested in the same pursuant to these terms and conditions and the law.

ARTICLE 8

Default and force majeure. 1. The company shall at all times be authorised to determine that an activity shall not take place. This can be determined on the basis of the weather conditions and/or comparable conditions that are related to the company. In the said instances the company is also authorised to cancel already effectuated reservations whilst the company shall in neither instance be held to repay the sum to the other party and/or to indemnify the other party. 2. In all the instances as intended in the previous paragraph the company shall lend its cooperation in an alternative possibility. If additional costs are associated with this then the said additional costs shall be at the expense of the other party. The company determines whether there is question of an alternative solution.

ARTICLE 9

Supplementary stay provisions. 1. The access to the company, waiting areas, access facilities and the like as well as the activity can be denied without stating reasons if this is deemed to be required in connection with the capacity, the safety, the public order, the imminent occurrence of damages, nuisance, and the like. 2. The other party must comply strictly with the rules officially imposed on the company, including but not limited to the rules in the interest of the safety and order. 3. In general the other party shall refrain from conduct as a result of which the other party and/or other people are placed in a dangerous situation. 4. If the other party intentionally violates the provisions set forth in the previous article then the company shall be authorised in the interest of the order and safety to deny the violator(s) access to the further activity and to remove (have removed) the same from the company. 5. This shall not affect the payment obligation of the other party and its obligation to pay compensation for the damages associated with the removal. 6. The exclusions or restrictions deriving from these terms and conditions and the rights allocated to the same are also vested in and are allocated to its subordinates and all those active within its company.

ARTICLE 10

Conduct by third parties. 1. If persons whose assistance the company relies on for the implementation of an obligation pursuant to the agreement provide services at the request of the other party that the company is not held to provide then they are deemed to act under the authority of the other party to whom they provide the said services.

ARTICLE 11

Special provisions hospitality services. 1. The following terms and conditions of the UVH are not applicable: * 2.1 last sentence, 5, 7, 9, 1.6, 9.2 up to and including 5, 18.3; *17.1 on the condition that there can only be question of the instance regulated in the said article respectively corkage and cake purchase if the company expressly agreed with this in writing in advance; * 9.1.2 in the sense that there is always question of a group.

ARTICLE 12

Disputes / applicable law. 1. Dutch law is exclusively applicable to any and all activities pursuant to these terms and conditions and the liability deriving from the same whilst any and all disputes with regard to the said activities and these terms and conditions must be brought to the cognisance of the District Court in Amsterdam. These GENERAL TERMS AND CONDITIONS were filed with the Chamber of Commerce in Amsterdam under number 51814021.