

#### Article 1 Definitions

Official Network Catering Events:	A network of quality-aware party caterers with the objective of improving and guaranteeing the quality and the reputation of the party catering industry in the Netherlands referred to as ONCE.
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.
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 then the lastly applicable version of the GTC is deemed to be applicable to all subsequent agreements by and between the same parties.

#### Article 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 cost budget is based on the number of guests as stipulated in the agreement. If a change in the number of guests occurs then this shall affect the price calculation of the agreement. Apart from the costs of food and beverages [in other words, culinary and drinks] factors like the deployment of personnel and required materials are also calculated on the basis of the number of guests as mentioned in the offer or agreement. The client is held to forthwith inform the contractor as soon as changes or additions occur that differ from the offer or agreement. If the change occurs in the offer stage then the contractor shall make every effort to find the best suitable solution. As soon as the contract has definitively been established in an agreement then the client has signed off for a minimum number of guests.
- 4.2 Reduction of the stipulated number of guests with settlement of the costs is possible up to 7 working days prior to the start of the event up to a maximum of 5% of the stipulated number of guests.
- 4.3 If more guests appear on the day of the performance than the stipulated number then the relevant costs are charged additionally on the basis of the data mentioned in the offer or the agreement.
- 4.4 If the reduction of the number of guests is higher than 5% then the contractor is entitled to adjust the prices in accordance with the following schedule:

Reduction number of guests	Increase arrangement or F & B Price
0 – 5%	0%
6 – 10%	5%
11 – 15%	10%
16 – 20%	12%
21 – 25%	15%
26 – 30%	17.5%
31% or more	20

- 4.5 Contracts are accepted on the basis of actual costs for beverage consumption and personnel costs, unless expressly stipulated otherwise in the agreement.

#### Article 5 Image right and drawings

- 5.2 All images, drawings, ideas and data processed in, or enclosed with, an offer or order confirmation are exclusively meant to be used within the framework of the awarded or to be awarded contract and cannot be used for other purposes by the client or be made available to any third party. All rights to the same remain vested in the contractor.
- 5.3 The documents as intended in article 5.1 remain the property of the contractor. The contractor therefore reserves the right to claim these documents back.

#### Article 6 Prices

- 6.1 All prices are excluding VAT. All other duties, which are officially imposed, are also at the expense of the client. The contractor shall communicate these as much as possible in advance. The contractor is entitled to pass on all increases in taxes, duties or social security costs officially imposed on the contractor.
- 6.2 If the contractor provides a combined quotation then there is no obligation to perform a part of the quotation at a corresponding part of the price quoted for the whole.
- 6.3 If one or more cost price factors undergo a change after the conclusion of the agreement then the contractor is entitled to pass these increases on by means of a written communication to the client.
- 6.4 A price increase as intended in article 6.3 authorises the client to adjust the agreement in consultation with the contractor.

#### Article 7 Payments

- 7.1 Payments must take place within 8 working days after the date of the invoice, unless indicated otherwise in the offer.
- 7.2 The client is held to:
- pay 100% of the stipulated contract value when making the reservation final. If cancelled, there will be no refund.
  - pay 25% of the stipulated contract value by way of down payment upon the conclusion of the agreement;
  - pay 85% of the stipulated contract value by way of down payment at the latest 10 days prior to the implementation of the agreement;
  - the remainder of the stipulated contract value is invoiced by the contractor following the implementation of the agreement by way of final settlement upon deduction of the aforementioned down payments;
  - the contractor sends an invoice to the client for each of the payment moments in a timely fashion;
  - the final settlement provides an accurate specification of the provided services and a specification of services to be invoiced based on actual costs as well as a specification of the VAT.
- 7.3 If a down payment is not received in a timely fashion then the contractor is entitled to cancel the contract with immediate effect and to reject the further implementation of the contract, without thus being in default. This is qualified as cancellation by the client and article 8.1 is equally applicable.
- 7.4 If the client did not pay in full within 14 days after the date of the invoice then the client is, without any notice of default being required, liable to pay interest to the contractor on the outstanding amount as from the date of expiry of the payment term up to the date of payment set at 1.5% per calendar month. In this respect a part of a month is calculated as a full month.
- 7.5 If the client fails to comply with its payment obligations or other obligations then the client is liable to pay compensation for all costs that the contractor needs to incur in order to obtain satisfaction out of court, hereinafter referred to as: "collection costs". The collection costs are set at a minimum of 15% of the principal sum with a minimum of € 120.00. The liability to pay collection costs follows from the mere fact that the contractor relies on legal assistance. In addition the client bears the costs of judicial measures in order to obtain satisfaction, if the contractor proceeds with the same.
- 7.6 If the creditworthiness of the client gives, at the discretion of the contractor, cause to this then the contractor is authorised to desire of the client that the latter provides security in the form of a bank guarantee for the payment of future instalments.
- 7.7 The client is not authorised to rely on settlement.
- 7.8 Possible disputes between the contractor and the client as a result of complaints filed by the client, or on any other account, do not entitle the client to suspend its payment obligations, unless the competent court has expressly authorised the client to do so.
- 7.9 Prosecution costs due to payment default and collection costs, both judicial and extrajudicial, including the costs for legal assistance as well as those that are not liquidated by judgment, are at the expense of the client in the course of which the extrajudicial costs are set at 15% of the contract price with a minimum of € 350.00 and excluding the VAT.
- 7.10 The digital invoice meets the requirements as specified in Article 35, paragraph 1 of the Act on the VAT and counts as conclusive evidence for the purpose of the various (administrative and judicial) bodies, and as a full proof of the chargeability of interest rates and the day on which the interest calculation starts.

#### Article 8 Cancellations

- 8.1 The client is not authorised to cancel an agreement, unless the client simultaneously irrevocably offers to pay the amounts specified below. Each and every cancellation is deemed to comprise this kind of offer. This kind of offer is deemed to have been accepted if the contractor does not forthwith reject the offer.
- In case of cancellation more than 120 days prior to the (first) day of the implementation the client is held to pay 50% of the contract price to the contractor.
  - In case of cancellation 30 days or more prior to the aforementioned day the client is held to pay 75% of the contract price to the contractor.
  - In case of cancellation fewer than 30 days prior to the aforementioned day the client is held to pay 100% of the contract price to the contractor.
- 8.2 Cancellation by the client can exclusively take place in writing by registered post. For the calculation of the payable amount the day when the written cancellation has reached the contractor is assumed.
- 8.3 The contractor reserves the right to cancel contracts that afterwards appear to be in breach of official regulations or the generally accepted norms, values and good taste, even if the contract has already been confirmed and/or the implementation has already started. This is also qualified as a cancellation by the client and article 8.1 is equally applicable.

#### Article 9 Implementation

- 9.1 The implementation of the agreement between the client and the contractor is based on the nature of the event specified by the client, the indicated numbers and the indicated circumstances. If the specification of the client does not correspond with the actual numbers, circumstances or nature of the event then the contractor shall, without prejudice to the provisions set forth in article 3.3, not be liable for the possible consequences thereof.

- 9.2 The client guarantees that the contractor can carry out all required preparations at the location in a timely fashion with free of charge availability of the required facilities, e.g. gas, water and electricity and areas, unless stipulated otherwise.
- 9.3 If the client does not comply strictly with an obligation deriving from an agreement with the contractor then the contractor is entitled to suspend compliance with any and all obligations vis-à-vis the client, without a notice of default or judicial intervention being required, all without prejudice to the right to compensation. In that case everything that the client is held to pay to the contractor immediately falls due.
- 9.4 The contractor is authorised, unless indicated otherwise in the offer, to without notice and without consent of the client have certain activities within the framework of the contract carried out by third parties that are not employed by the same if this, at the discretion of the contractor, promotes a good and efficient implementation of the contract.
- 9.5 If the implementation of the agreement requires consent of a third party then the client shall provide for obtaining the consent at the expense of the client in a timely fashion. The client provides the contractor with written evidence that the consent has been obtained at the latest one week prior to the implementation of the contract. Not obtaining the required consent is fully at the risk of the client.
- 9.6 The contractor takes measures to ensure the confidentiality of all data and information made available to the contractor. The contractor shall not make these kinds of data and information available to third parties without written consent of the client.
- 9.7 If the contractor delivers food and beverages to the client, without personnel, then the client has a two-hour guarantee on the quality of the food as from the moment of delivery.
- 9.8 If the client and/or the guests of the client bring food with them from the location then this shall be at the risk of the client and/or its guests.
- 9.9 If the client reserved the delivery of certain materials and/or the implementation of certain parts of the agreement then the client shall be liable for late delivery or late implementation of the same.
- 9.10 Where necessary the contractor relies on the company emergency response team members of the client. The client is therefore responsible for the presence of sufficient company emergency response team members at its project location during the party, unless stipulated otherwise in writing.
- 9.11 Client can pass on, up to a week in before the event, any dietary requirements to the contractor. This could include allergies, vegetarians, pregnancy diet, Muslims, diabetic, etc. Client can still pass on the dietary requirements on shorter notice, but the contractor can't promise that he will be able to fulfil them completely.
- 9.12 Quality and nutrition of the raw material and the food, the composition and variety of the menus, cooking and preparing to distribute the meals, taking care of the dishes and general food hygiene and safety must at any time comply to the statutory provisions, the Hygiene code for Catering.

#### **Article 10 Transport and work conditions**

- 10.1 Unless stipulated otherwise the contractor shall decide on the transport. The client is held to take all measures for a fast unloading of the goods. The contractor shall not be responsible for the storage method by the client. If the client fails to take measures for receipt of the goods in a timely fashion then the contractor shall be authorised to unload and store these goods at the expense and risk of the client following which the contractor has complied with the delivery obligation. The contractor reserves the right to deliver the goods in parts.
- 10.2 The client commits to ensure in a timely fashion that the activities that do not pertain to the contract of the contractor have been carried out in accordance with the requirements of the contractor and in such a timely fashion that the delivery and the preparation of the required fittings and furniture do not experience any delays, that the access to the areas where the contractor carries out the activities are unhindered and in general that the activities on the spot can progress in a proper and undisturbed manner.
- 10.3 The client gives the contractor room to work in accordance with the rules in the area of hygiene, occupational health and safety and the environment. The contractor can, if so desired, provide the client with an HAM checklist.

#### **Article 11 Objections**

- 11.1 The client is held to check during the implementation of the awarded contract whether or not the implementation of the contract corresponds with the requirements and needs of the client.
- 11.2 Objections can only be lodged in writing and supported by reasons within 5 working days after completion of the contract. Starting point in case of objections is the offer or agreement stipulated by and between the parties. Apparent printing, writing and/or counting errors as well as obscurities in offers, agreements and/or prospectuses shall not have binding effect on the contractor.
- 11.3 A demonstrable defect in a part of the implementation of the contract shall not entitle the client to reject the delivered performance as a whole.
- 11.4 The contractor does not accept any responsibility whatsoever for failures that were caused by or that are the result of negligence or acts of the client or third parties or external causes.
- 11.5 If the objection is related to a received invoice then this must be communicated to the contractor within 8 days after the date of the invoice by registered post. Objections received by the contractor after the expiry of the aforementioned time limit shall no longer need to be handled by the contractor. After the expiry of the time limit of 8 days as aforementioned the client is deemed to have agreed with the invoice despatched to the same.
- 11.6 Client is responsible for the payment of duties regarding playing live or mechanical music, over which BUMA duties need to be paid during an event at the location of contractor..

#### **Article 12 Liability**

- 12.1 The contractor shall never be liable for any damages whatsoever incurred by the client and/or its guests and/or those who accompany the same and/or third parties, unless the damages are the direct result of intent or gross negligence on the part of the contractor.
- 12.2 Any and all possible liability of the contractor, on any account whatsoever, shall always be limited to at most the stipulated price of the contract or, should this be more, the amount that is paid out by the liability insurer of the contractor in connection with the relevant case.
- 12.3 The contractor shall not directly be liable for damages caused by intent or gross negligence of subordinates but shall in the relevant claim situation accept its responsibility to the extent that this can, within reason, be expected of the contractor.

- 12.4 If the proportion of the performance delivered to the client in respect of the scope of the damages incurred by the client gives cause to this then the damages to be compensated by the contractor shall be mitigated.
- 12.5 Trading losses and other indirect damages do not qualify for compensation. If so desired the client could conclude insurance against these kinds of damages. Should it be established in court that the contractor is yet responsible for trading losses then paragraphs 1, 2, 3 and 4 of this article are equally applicable.
- 12.6 The client shall at all times be qualified as the owner, lessee or user of the area, even if the rent has been concluded through intermediary services of the contractor. The contractor does not accept any liability whatsoever for damages caused to the area by the client or by others and the client indemnifies the contractor against any and all claims of third parties in connection therewith.
- 12.7 If flagpoles or required anchoring of rented or ornamental materials and tent pavilions are placed on the instruction and/or with consent of the client then the contractor shall not accept any liability whatsoever for possibly inflicted damages.
- 12.8 The client shall be liable for any and all damages that shall be incurred by the contractor and/or any third party as a direct or indirect result of a breach of contract and/or an unlawful act of the client and/or its guests and/or those who accompany the same as also for damages that are caused by any animal and/or any substance and/or any good of which the client and/or its guests and/or those who accompany the same are the owner and/or under whose supervision they fall.
- 12.9 The contractor shall not be liable for loss or theft of properties of the client and/or its guests and/or those who accompany the same at the location where the contract is implemented.
- 12.10 If a contract is awarded by two or more clients, being natural or legal persons, then these persons are each jointly and severally liable for full compliance with the obligations of the client deriving from the agreement.

#### **Article 13 Complaints**

- 13.1 The client must report complaints about the quality of food and/or beverages to the contractor immediately after detection of a deviation in order that the contractor has the opportunity of possibly checking (having checked) the merits of the complaint on the spot and, where possible, remedy the same. The aforementioned time limit is applicable if the services can be provided during the normal working hours. If the services are provided outside of these normal working hours then the notification must be made immediately on the first following working day thereafter.
- 13.2 Possible complaints are only handled by the contractor if the client communicates the defects to the contractor immediately with the detection and then confirms the same in writing to the contractor within 5 working days, accurately stating the nature and the ground of the complaints as well as how the defect was detected.

#### **Article 14 Title to goods**

All crockery items, silver cutlery, tables, chairs, linen and other non-consumable goods made available by the contractor shall remain the property of the contractor. If goods of the contractor are left behind then the client must immediately report this to the contractor and enter into discussions how the relevant goods are returned. The client must compensate the contractor for damage to or loss of these goods by the client or its guests or members of staff at cost price.

#### **Article 15 Fore majeure**

- 15.1 Force majeure on the part of the contractor is understood as any and all circumstances that are beyond the control of the contractor as a result of which the normal implementation of the agreement is hindered. Force majeure is in particular also understood as delays due to unexpected traffic congestions; this kind of delay and the consequences thereof can never be blamed on the contractor and shall never be at the expense of the same.
- 15.2 In case of force majeure the client shall give the contractor another one month after the stipulated date of delivery to yet comply with its obligations, unless it, as known to the parties, regards a fatal deadline.
- 15.3 Special circumstances that cause stagnation in the preparation or shipment, be it foreseen or unforeseen, suspend the delivery obligation of the contractor for the duration of said circumstance.
- 15.4 If the contract must be implemented in areas made available by third parties then the contractor shall by no means be liable if the relevant areas are not actually made available by the relevant third parties.

#### **Article 16 Applicable law**

- 16.1 Dutch law is exclusively applicable to all agreements concluded by and between the contractor and the client.
- 16.2 In case of an interpretative discrepancy between the Dutch text and possible foreign translations thereof the interpretation according to the Dutch text shall have binding effect.

#### **Article 17 Disputes**

Any and all disputes with regard to or deriving from or connected with the offers made by the contractor and the agreements concluded with the contractor as well as all collections due to payment default shall exclusively be brought to the cognisance of the competent court with subject matter jurisdiction in the district where the contractor holds its registered office, unless the contractor opts to file the claim before the court in the district where the client holds its registered office / where the client is resident.