

# **DRAFT GENERAL TERMS & CONDITIONS OF SALE FOR THE FOOD LINE-UP B.V. REGISTRATION NO. CHAMBER OF COMMERCE AMSTERDAM [61312207]**

August 2018

## **Article 1. Definitions**

### Article 1.1

In these General Terms & Conditions of Sale the terms and expressions used hereinafter are defined as follows:

TFLU: The Food Line-up B.V.

Client: the party who hires or engages TFLU;

Supplier: the party assigned by TFLU to provide products or services for the Client;

Other party: Client and/or Supplier

### Article 1.2

These General Terms & Conditions of Sale refer to:

- (a) a person including reference to a natural person, a company, partnership, legal person, enterprise, government agency or administrative body;
- (b) a person including reference to the legal successor(s) and assignee(s) for that person;
- (c) the plural of a defined concept including reference to the singular thereof and vice versa;
- (d) the Agreement, other agreement or any other document including reference to the Agreement or other agreement or the other document as amended, supplemented, replaced or renewed at any time;
- (e) articles including reference to articles in these General Terms & Conditions of Sale;
- (f) a law or regulation including reference to that law or regulation as replaced, amended, or revised by law or regulation periodically;
- (g) an authorisation or permit including any authorisation, permission, license, permit, exemption or waiver by any person whose authorisation, permission, license, permit, exemption or waiver is required by law or regulation at any time;
- (h) "written" materials including a reference to a notification sent by e-mail or other electronic means;

## **Article 2 Tenders, Offers and Agreements**

### Article 2.1

An offer or tender issued by TFLU is non-obligatory and TFLU shall retain the right to revoke the offer or tender after receipt of acceptance without giving reason, unless explicitly stated in the offer or quote that this is not applicable. Client shall remain, as long as TFLU has not rejected this, bound to the assignment issued by TFLU.

### Article 2.2

If amendments and/or reservations are applied upon acceptance, then the Agreement shall only enter into force if TFLU agrees in writing to these amendments and/or reservations. If there is no written consent to these amendments and/or reservations and the assignment has already been started, this shall take place on the basis of the original TFLU offer.

### Article 2.3

TFLU shall reserve the right to refuse an assignment without giving reasons.

### Article 2.4

The Agreement shall enter into force on the date that the Agreement is signed by both Parties, or on commencement of the work and/or execution of the assignment.

### Article 2.5

In the event that a tender is verbally accepted by TFLU in spite of that specified in Article 2.4, then the Client shall be bound to it and an Agreement exists. To this effect, the TFLU invoice shall be deemed to be a proper and correct representation of the Agreement.

### Article 2.6

The Client declares that it is authorised to enter into the Agreement in a lawful manner.

### Article 2.7

If the acceptance of the offer by the Client deviates from the offer, such as the wording of the tender, TFLU shall not be bound by it. The Agreement shall then not be established on the basis of this deviating acceptance.

### Article 2.8

All changes to the Agreement shall be deemed as additional work if additional costs are incurred by TFLU as a result. Additional work shall be deducted from payment of the principal amount on the basis of the conditions set out in the Agreement on commencement of the work.

#### Article 2.9

TFLU shall reserve the right to charge the Client additional costs if any changes to the Agreement are agreed upon within a period of 7 days prior to the date of supply of the goods and/or services of TFLU.

#### Article 2.10

The images, models, drawings, numbers, sizes, weights, usage descriptions and descriptions included in the tender shall only be indicative and are not binding for TFLU, unless explicitly agreed in writing that the goods and/or services to be supplied must match completely.

### **Article 3 Rates**

#### Article 3.1

Upon entering into the Agreement, the Client shall be informed of the rates that apply to the supply of goods and/or services. In case of a change in the initially agreed delivery, different rates shall apply.

#### Article 3.2

Unless otherwise stated, all TFLU rates are exclusive of sales tax and these rates shall be increased by the sales tax due and if applicable other taxes due in respect of the supply of goods and/or services.

#### Article 3.3

TFLU shall reserve the right at all times to change its rates and tenders and all rates are subject to such changes.

#### Article 3.4

A tender or offer shall not oblige TFLU to fulfil part of the tender or offer.

#### Article 3.5

A tender or offer has been prepared by TFLU with the utmost care.

#### Article 3.6

If, after entering into the Agreement, the Client adjusts the number of persons initially assigned to the Agreement by more than a 10% deviation from the initial number of persons, TFLU shall be entitled to invoice at the rates stipulated in the Agreement if this involves a reduction of the number of persons. In the event of an increase in the number of persons, TFLU shall charge any additional costs incurred based on the rates initially offered in the tender.

TFLU shall reserve the right to terminate the Agreement unilaterally, without any liability whatsoever, if there is more than a 10% deviation from the number of persons stipulated in the Agreement.

Changes less than the 10% deviation from the initially agreed number of persons must be communicated by the Client to TFLU in writing no later than 14 days before commencement of the event in question. If the Client fails to do so, TFLU shall reserve the right to invoice the rates stipulated in the Agreement in the case of fewer persons. In the event of an increase in the number of persons, TFLU shall charge any additional costs incurred based on the rates stipulated in the Agreement.

#### Article 3.7

The Client shall be obliged to notify TFLU in writing of allergens that must be taken into account within the scope of execution of the Agreement at least 5 working days before the event in question. TFLU shall reserve the right to charge any additional costs incurred.

#### Article 3.8

Dietary requirements from or on behalf of the Client can no longer be adjusted after acceptance of the offer.

#### Article 3.9

Crew catering is not covered in the tender submitted, unless explicitly stated in the tender.

### **Article 4 Termination and Cancellation**

#### Article 4.1

The Client shall not be entitled to cancel the Agreement, unless it irrevocably and immediately settles the following sums owed to TFLU:

- For cancellations earlier than 60 days before the first day of execution of the Agreement: 25% of the tender price agreed between Parties.
- For cancellations less than 60 days and more than 30 days before the first day of execution the Agreement: 37,5% of the tender price agreed between Parties.
- For cancellations less than 30 days before the first day of execution of the Agreement: 50% of the tender price agreed between Parties.
- For cancellations less than 14 days and more than 7 days before the first day of execution of the Agreement: 75% of the tender price agreed between Parties.
- For cancellations less than 7 days before the first day of execution of the Agreement: 100% of the tender price agreed between Parties.

#### Article 4.2

Cancellation of the Agreement may only be made in writing. The calculation of the amount owed to TFLU by the Client is based on the day on which the cancellation is received by TFLU in writing.

#### Article 4.3

TFLU shall be entitled to (prematurely) terminate or dissolve the agreement if it appears that further execution of the Agreement by the Client contravenes or is in danger of contravening the applicable laws and/or regulations, and/or in the event of force majeure and/or if there is good reason to fear that the Client is unable to fulfil its obligations.

#### Article 4.4

In the event that the Client fails to fulfil its obligations stipulated in the Agreement, for example by failing to fulfil said obligations fully or in a timely manner, TFLU shall be authorised to cancel or dissolve the Agreement with immediate effect. The Client shall in this case be obliged to settle all costs that TFLU has incurred until that date, subject to an increase by TFLU of 30% of the agreed tender price, without prejudice to all other rights of TFLU, including the right to compensation for the actual damage (including consequential damage).

#### Article 4.5

In the event that, after entering into the Agreement, the Client changes the number of persons for the assignment stipulated in the Agreement by more than 10%, as mentioned in Article 3.6 of these General Terms & Conditions of Sales, TFLU shall reserve the right to (prematurely) cancel or dissolve the Agreement.

If the Client has not paid a deposit, the Client shall in this case be obliged to settle all costs that TFLU has incurred until that date, subject to an increase by TFLU of 30% of the agreed tender price, without prejudice to all other rights of TFLU, including the right to compensation for the actual damage (including consequential or incidental damages).

#### Article 4.6

The responsibility for food safety shall rest explicitly with the suppliers hired by or on behalf of TFLU, and explicitly not with TFLU. TFLU shall not be liable for any damage caused by (failure to observe) food safety, of any nature whatsoever (such as physical injury and consequential or incidental damages) relating to food safety. The Client indemnifies TFLU against claims from third parties in this respect, of any nature whatsoever.

## **Article 5 Personnel**

### Article 5.1

Unless explicitly agreed otherwise, TFLU shall be responsible for arranging the necessary personnel required for executing the Agreement. This is also understood to mean (hired) personnel of Suppliers.

### Article 5.2

In the event that TFLU hires personnel on behalf of the Client, TFLU shall hire personnel who shall execute the Agreement to the best of its knowledge and ability and in accordance with good professional practice and for the risk of the Client (part thereof). This is also understood to mean (hired) personnel of Suppliers.

### Article 5.3

The Client shall indemnify TFLU against all claims, of any nature whatsoever, related to the hire of personnel as described in Article 5 of these General Terms & Conditions of Sale. The liability of TFLU for damage, of any nature whatsoever, to (persons and/or matters of) the Client and/or third parties, directly or indirectly caused by or on behalf of hired personnel, including (hired) personnel of Suppliers, is expressly excluded. In the event that TFLU is held liable for damage caused by or on behalf of hired personnel, the Client shall indemnify TFLU for this liability, and the resulting damage, of any nature whatsoever.

### Article 5.4

TFLU shall not be liable for any commitments entered into or arising by or through hired personnel, including (hired) personnel of Suppliers. The Client shall indemnify TFLU explicitly for all claims thereof, including the liability of TFLU as the party that hires personnel.

### Article 5.5

The Client is obliged to be and remain adequately insured for liability and the associated indemnity as described in Article 5 of these General Terms & Conditions of Sale.

## **Article 6 Ownership and Retention of Title**

### Article 6.1

All preparatory work, tables, bars, stools, linen and other non-consumptive goods supplied by TFLU or its Suppliers shall remain the property of TFLU or its Suppliers. If the afore-mentioned goods remain at the location, they should be returned by the Client to TFLU, shipping paid.

## Article 6.2

The Client shall compensate TFLU for any damage to or loss of these goods caused by the Client or its guests, invitees and/or personnel at cost price, including any additional costs. In principle, preparatory work is not included in all fairness.

## Article 6.3

The Client is not authorised to sell, pledge, alienate and/or encumber the goods supplied under retention of title, in any way whatsoever.

## Article 6.4

In the event that third parties seize goods falling under retention of title of or on behalf of TFLU or intend to establish or claim rights to such goods, the Client is obliged to inform TFLU immediately in writing.

## Article 6.5

In the event that TFLU wishes to exercise the rights of ownership stipulated in this article, the Client hereby unconditionally and irrevocably authorises TFLU or third parties to be appointed by TFLU to enter all locations at which the goods/property of TFLU and/or its Suppliers is located and to seize those goods/property, including property belonging to Suppliers. The Client shall in this respect lend full assistance to collection of the goods/property by or on behalf of TFLU.

## **Article 7 Applicability and Amendment of General Terms & Conditions of Sale**

### Article 7.1

These General Terms & Conditions of Sale are applicable and form an integral part of the Agreement and all applications, offers, tenders, assignments, options for assignments and agreements, both written and by telephone, and are also applicable to all legal transactions between TFLU and the Client for the purpose of preparing an Agreement.

### Article 7.2

The content and applicability of any General Terms & Conditions of Sale applied by the Client, however described, is hereby explicitly excluded by TFLU. Article 7.3

TFLU shall be entitled to amend these General Terms & Conditions of Sale from time to time. The Client shall be informed in writing of any amendments no less than one month before the amendments to the General Terms & Conditions of Sale enter into force. In the event that the Client is of the opinion that the amended General Terms & Conditions of Sale are unacceptable, it should inform TFLU of this in writing within 10 (ten) working days, and failure to do so shall result in TFLU having deemed that the Client has irrevocably accepted the amended General Terms & Conditions of Sale.

#### Article 7.4

In the event that one or more provisions of these General Terms & Conditions of Sale should prove to be fully or partially void or non-enforceable, they shall hereby be replaced by provisions for which this does not apply and which provide near enough the same as the void and non-enforceable provisions. In so far as this is necessary, Parties shall consult in good faith on the exact wording of the replacement provisions.

#### Article 7.5

In the event of conflict, the obligations agreed in the Agreement shall prevail over the contents of these General Terms & Conditions of Sale.

#### Article 7.6

In the event that TFLU and the Client conclude multiple Agreements, the contents of these General Terms & Conditions of Sale shall form an integral part of all successive agreements, irrespective of whether or not these General Terms & Conditions of Sale have been declared explicitly applicable to these successive agreements.

#### Article 7.7

Unless otherwise stipulated in writing, each Party shall bear its own costs incurred during the preparation, negotiation and signing of the Agreement, or of any costs that relate from or are related to this agreement.

### **Article 8 Production and Execution**

#### Article 8.1

The execution of the Agreement between TFLU and the Client is based on the nature of the event, numbers and circumstances initially indicated by the Client. In the event that the initial indication given by the Client does not match the actual numbers, circumstances and/or nature of the event, then TFLU is not liable for any ensuing consequences.

#### Article 8.2

The Client guarantees that for execution of the Agreement the Supplier and TFLU are able to carry out all necessary preparations at the location in a timely manner, whereby the necessary facilities including but not limited to gas, water and electricity are made available at no charge.

#### Article 8.3

The Client shall be responsible for acquiring the necessary public consents, permits and exemptions for the event.



#### Article 8.4

The Client shall at its own cost take out adequate event insurance for the related event. If requested, the Client shall send TFLU a copy of the related policy and policy conditions.

#### Article 8.5

TFLU shall be entitled to hire third parties for execution of the Agreement.

#### Article 8.6

In the event that the Client chooses to deliver particular goods themselves and / or carry out specific parts of the Agreement themselves, it shall be responsible and liable for any late and/or proper delivery and/or execution thereof.

#### Article 8.7

The Client shall be responsible for providing the required facilities for parties hired by or on behalf of TFLU in the event that the Client arranges the location of the event.

#### Article 8.8

The Client shall indemnify T for any claims, of any nature whatsoever, from third parties, visitors and guests, suppliers and hired personnel, who suffer damage, of any nature whatsoever, relating to the execution of the Agreement.

### **Article 9 Delivery**

#### Article 9.1

The delivery should be completed on the agreed date, time and place or within the agreed period, as stipulated in the Agreement, deviation from which will place the Client shall be held in default by operation of law without any further notice of default being required. The Client shall be liable for any damage arising from its default.

#### Article 9.2

TFLU shall not be obliged to further inspect goods delivered upon receipt or use.

#### Article 9.3

In the event that TFLU purchases goods from the Client, the property right shall pass to TFLU upon delivery.

#### Article 9.4

The client shall be obliged to arrange fast unloading of goods.

#### Article 9.5

In the event that the Client stores or arranges storage for the delivered goods, TFLU is not liable or responsible for this.

#### Article 9.6

In the event that the Client fails to take timely measures to receive the goods, TFLU shall be entitled to store or arrange storage of these goods for the account and risk of the Client. TFLU thereby fulfils its delivery obligations.

#### Article 9.7

TFLU shall be entitled to deliver goods in parts.

### **Article 10 Authorisations, Guidelines, Standards and Instructions**

#### Article 10.1

The Client shall guarantee TFLU that it and the goods and/or services to be delivered by or on behalf of it fully comply with all applicable laws, regulations, standards and other statutory requirements.

#### Article 10.2

The Client shall guarantee possession of all permits required for execution of the Agreement with TFLU. The Client shall upon request immediately provide any information regarding said permits and all related (supplementary) permit conditions and/or a make a copy available to TFLU.

#### Article 10.3

The Client shall guarantee TFLU that it and all its personnel or other third parties it engages shall act at all times in compliance and fulfil its obligations under the applicable law and regulations, including but not limited to the Health & Safety Act, the Working Hours Act, the Working Conditions Act, the Foreign Nationals Employment Act (Wav), the Dutch Compulsory Identification Act (WID) and sector-specific regulations and directives. The Client guarantees that all associated taxes and/or premiums for personal it engages are settled and indemnifies TFLU for any claim in this respect, of any nature whatsoever. TFLU may in no event be considered as the client or employee of personnel of or on behalf of the Client.

#### Article 10.4

The Client shall be obliged to TFLU to follow without delay all reasonable instructions given by TFLU relating to execution of the Agreement.

## **Article 11 Warranty, Claims and Maintenance**

### Article 11.1

The Client shall guarantee TFLU that the goods and/or services delivered are free of defects and suitable for the purpose indicated by TFLU and is liable to TFLU for all direct and indirect damage, of any nature whatsoever, that may arise as a consequence of such defects. Without prejudice to any other right accruing to TFLU, the Client shall restore without delay any default in the goods and/or services supplied at the first request of TFLU and TFLU shall be authorised to suspend its payment until restoration of the default has been fulfilled.

### Article 11.2

The Client indemnifies TFLU for all claims by third parties, of any nature whatsoever, that are a direct or indirect consequence of any default in the goods and/or services supplied. The Client also indemnifies TFLU for all claims, of any nature whatsoever, by third parties who believe they have any right in respect to the goods and/or services supplied and the Client guarantees TFLU that it can use the goods and/or services supplied without any limit whatsoever.

### Article 11.3

Any defects in the supply of goods and/or services or complaints about the activities of TFLU should be communicated immediately to TFLU by the Client. The Client should also notify TFLU in writing of any defects and/or complaints within 7 days after discovery, including a detailed description of the nature and basis of any defects and/or the complaint, including the time and manner in which it was discovered. In the event that the Client does not claim or fails to claim within the applicable period, the delivery of goods and/or services and/or the execution of activities shall be deemed complete.

### Article 11.4

In the event that the Client claims within the applicable period and if the claims are correct in the opinion of TFLU, TFLU shall repair the shortcomings or defects - where they lend themselves to such - within a reasonable period of time. The Client shall remain obliged to pay the agreed price for the work executed and/or supplied goods and/or services purchased. In the event that repair of the shortcomings or defects is no longer possible or worthwhile, TFLU shall only be liable within the constraints of the Agreement and these General Terms & Conditions of Sale.

### Article 11.5

The Client shall carry out maintenance to the goods delivered at the first request of TFLU, to the degree, during the period and in return for compensation, which is customary in the related sector.

## **Article 12 Invoicing and Payment**

### Article 12.1

Invoicing shall take place by e-mail or in writing.

### Article 12.2

The Client shall be obliged to pay 75% of the agreed tender price as a deposit within 14 days prior to the date of the event, unless otherwise stipulated in the Agreement. The deposit is non-refundable. TFLU shall send the Client an invoice for the remaining 25% of the total sum of the agreed tender price plus any addition work to be paid within 14 days.

### Article 12.3

In the event that a deposit is not received on time, TFLU shall reserve the right to cancel the assignment with immediate effect and to refuse or suspend further execution of the assignment, without being held to be in default.

In the event that the Client fails to settle the invoice in full within 14 days, the Client shall be liable to pay TFLU contractual interest of 2% per calendar month, without notice of default with effect from the date on which the payment term has elapsed until the date of payment to TFLU. Part of a month shall be calculated as a whole month in this respect.

### Article 12.4

In the event that the Client is in default or fails to perform one or more of its obligations, all collection charges incurred by TFLU, out of court or in court, shall be for the Client's account. These collection charges are set at a minimum of 15% of the total sum and a minimum of € 100,00 (one hundred euros). The level of the Client's obligation to pay extrajudicial collection costs shall be made manifest by the mere fact that TFLU has secured the assistance of a third-party for debt collection. In addition, the Client shall bear the cost of any legal measures to obtain in or out of court settlement, if further action is taken by or on behalf of TFLU for that purpose.

In the event that the Client: a) is declared bankrupt, a petition for such bankruptcy has been filed or goes into administration, suspension of payment has been filed for, the company is under liquidation or there is a seizure of the total assets or a part thereof, b) is placed under receivership or dies, c) fails to fulfil any obligation resting on it by effect of law or these General Terms & Conditions of Sale, d) ceases or transfers its business or an important part of this business, TFLU shall be entitled by the occurrence of one of the afore-mentioned circumstances, to either dissolve and/or cancel the Agreement with immediate effect, to demand in full any outstanding payment from the Client based on the terms of the agreement, in full immediately and without any warning or notice of default being required or to deduct any amounts owed by TFLU,

without prejudice to all other rights of TFLU, including the right to compensation for costs, damage and interest.

#### Article 12.5

The payment date shall be deemed to be the date on which the amounts are deducted from the TFLU bank account, or in this particular case, the amounts paid to TFLU and deposited into the TFLU bank account.

#### Article 12.6

The prices and rates in the options for assignment, tender and Agreements are stated in Euros and are exclusive of sales tax.

#### Article 12.7

In the event of a change to one of more factors determining the cost price, TFLU shall be entitled to charge a proportionate increase to the Client, whether or not the Agreement has been executed in full or not, without notice of default and without cancelling its right to compensation.

### **Article 13 Force Majeure**

#### Article 13.1

Force majeure is understood to mean: Every unforeseen circumstance not depending on the will of the Party as a result of which fulfillment of the agreement can no longer be reasonably demanded by the other Party.

#### Article 13.2

In the event that TFLU considers the force majeure situation to be of a temporary nature, TFLU shall be entitled to temporarily suspend or arrange for temporary suspension of further execution of the Agreement for as long as the circumstance that results in force majeure continues.

#### Article 13.3

In the event that the circumstance of force majeure is of a structural nature, then Parties shall enter into reasonable consultation regarding dissolution of the Agreement and the associated consequences.

#### Article 13.4

TFLU shall be entitled to demand payment for work carried out before the circumstance of force majeure occurred.

## **Article 14 Liability and Indemnity**

### Article 14.1

TFLU shall never be liable for any damage suffered whatsoever by or on behalf of the Client and/or its guests and/or personnel and/or the Supplier and/or its guests and/or personnel, unless the damage is a direct consequence of intent or gross negligence by the management of TFLU.

### Article 14.2

Any liability of TFLU, for any reason whatsoever, shall always be limited to a maximum of the agreed price of the Agreement or, if the amount is greater, the sum actually paid by TFLU's liability insurance in this case.

### Article 14.3

In the event that the ratio of the work relating to the scope of the damage suffered by or on behalf of the Client is justified, TFLU shall reduce any damage to be compensated proportionately.

### Article 14.4

Industrial damage and other indirect damage, of any nature whatsoever, is not eligible for compensation. The Client should insure itself against this damage if required. Should the law establish that TFLU is responsible for industrial damage after all, then the aforementioned paragraphs of Article 14 shall apply accordingly.

### Article 14.5

The Client shall at all times be considered to be the owner, hirer and user of the space, also in the event that the hire has been arranged through or on behalf of TFLU and/or the Supplier. TFLU shall not accept any liability for damage caused to the space during the period of use by or on behalf of TFLU and/or the Supplier and the Client indemnifies TFLU for all related third-party claims, of any nature whatsoever.

### Article 14.6

TFLU shall not accept any liability for any damage, of any nature whatsoever, which arises from setting up flagpoles or necessary anchoring for hire or furnishing materials and tent pavilions that takes place on the instruction and/or with the permission of the Client, and the Client indemnifies for all related third-party claims, of any nature whatsoever.

### Article 14.7

The Client shall be liable for all damage for TFLU and/or the Supplier and/or shall

arise as a direct and/or indirect consequence of non-fulfillment of obligations and/or infringement and/or unlawful action by or on behalf of the Client and/or its guests and/or individuals accompanying them and or personnel, as well as for any damage caused by any animal and/or any substance and/or any matter for which the Client is the holder and/or its guests and/or those who accompany them and/or those under their supervision.

#### Article 14.8

The Client indemnifies TFLU for all statutory fines, of any nature whatsoever, in respect to and all damage arising from non-compliance or improper observation of any condition set out by law or regulation, any permit condition or any other statutory requirement, standard or directive.

#### Article 14.9

The Client is liable for and indemnifies TFLU for any fine, of any nature whatsoever, arising from any violation found by the SZW Inspectorate or any other body, and the afore-mentioned fines shall be immediately charged to the Client by TFLU.

#### Article 14.10

TFLU shall not be liable for loss, damage or theft of property belonging to the Client and/or Supplier, their guests and/or those who accompany them and/or personnel in and around the place in which the assignment is executed. TFLU shall not be liable for loss, damage or theft of property belonging to the Supplier, and/or its guests and/or those who accompany them and/or personnel in and around the place in which the assignment is executed.

#### Article 14.11

If an assignment is issued by two or more Clients, whether they are natural or legal persons or companies, then each of these persons is severally liable as a whole for full compliance with the obligations of the Client stipulated in the Agreement.

### **Article 15 Confidentiality and Disclosure of Data**

#### Article 15.1

The Client shall provide TFLU with the data and information necessary for the delivery of goods and/or services in a timely and correct manner. The Client guarantees the completeness and accuracy of this information.

The Client is obliged to submit all information, details and documentation and all other data, which may be of importance for evaluating any offer of the Client with regard to the preparation and/or execution of the Agreement, to TFLU immediately and in full. In the event that the intended information, details and documentation prove to be incompletely or improperly provided by the Client, the Client shall be in default without

any further notice and TFLU shall be entitled - at its own discretion - to dissolve or cancel the Agreement with immediate effect, and/or suspend execution of its own obligations.

#### Article 15.2

Parties shall be obliged to treat all information and details exchanged between Parties, during and upon termination of the Agreement, as confidential.

#### Article 15.3

The Client shall also be obliged to impose the same confidentiality requirement on its personnel and/or support staff who are directly or indirectly involved with execution of the Agreement and shall make them sign a confidentiality agreement if necessary. The Client shall be responsible for ensuring that personnel and/or support staff continue to comply with the confidentiality agreement after termination of the employment and/or Agreement.

#### Article 15.4

In the event that the Client violates any obligation under the provisions in Articles 15.2 and 15.3, the Client, without requirement of any notice of default, shall owe TFLU an immediately payable and not subject to judicial moderation amount of €25,000 (twenty-five thousand Euros), without prejudice to any other rights of use such as compensation for damage to which TFLU is entitled.

#### Article 15.5

The confidentiality obligation referred to in Articles 15.2 and 15.3 does not apply to information and details that have already been published before the Agreement was concluded and for which publicity is not a result of an unlawful acquisition.

### **Article 16 IP Rights**

#### Article 16.1

All intellectual and industrial property rights (hereinafter: 'IP rights'), of any nature whatsoever, relating to (parts of) objects, creations, distinguishing signs and/or matters, of any nature and form whatsoever, such as (musical) works, image and/or sound recordings, formats, concepts, products, (brand) names, logos, corporate identity, design, web design, stage design, designs, software, computer systems and databases, including (exclusive) user rights for domain names and social media accounts, which arise during execution of the Assignment by or on behalf of TFLU input (hereinafter: 'Creations' and that do not accrue to TFLU by virtue of the law, shall be the contractual and undivided property of TFLU. In the event and in so far as the Client is required by law to assign, in advance, as of now, undiminished and without reservation, all IP rights for the intended Creations unencumbered and in undivided property to TFLU, which assignment TFLU accepts. This assignment shall be irrevocable, apply globally and for the



duration of the IP rights involved shall ensure all underlying documentation, information, concepts, reports, offers/proposals, materials and sketches (hereinafter: 'Underlying Information'). The assignment of the IP rights and (exclusive) user rights or otherwise in relation to the Creations and Underlying Information by or on behalf of the Client shall take place without any consideration and extends to unlimited exploitation by means of all now known or potential or all future (also including digital) manners and forms of exploitation and use of Creations and Underlying Information. The Agreement and these General Terms & Conditions of Sale are deemed as an instrument for this purpose. The fee for the creation and any assignment or grant of such rights is deemed to be included in the agreed fee/price.

In the event that assignment is not legally possible, the Client shall grant TFLU an exclusive, unlimited and perpetual license for worldwide exploitation of the above-mentioned rights and (future) exploitation methods, for which the license fee is deemed to be included in the fee/price agreed by Parties. TFLU shall at its own discretion determine the manner and degree to which it shall use the intended license. This license also includes the right of TFLU to assign rights or grant sublicenses and/or license rights to third parties.

#### Article 16.2

If and in so far as the goods and/or services supplied are subject to already existing intellectual property rights of the Client, the Client shall hereby grant TFLU a free, unlimited and perpetual license for the worldwide exploitation of said rights. The Client shall guarantee that the goods and/or services supplied do not infringe on third-party intellectual property rights and/or otherwise are unlawful, and indemnifies TFLU fully for third-party claims in this respect, of any nature whatsoever.

#### Article 16.3

If and to the extent that the assignment and grant of rights referred to in Articles 16.1 and 16.2 are not valid or not fully valid, the Client shall, at the first request of TFLU, cooperate free of charge and take all necessary steps to ensure that the intended rights are transferred respectively to TFLU by instrument (in writing).

### **Article 17 Administration TFLU Binding**

The administration of TFLU is binding in the event of differences, disputes and disagreements about figures, options, prices, rates, payments or similar matters.

### **Article 18 Applicable Law and Competent Court**

#### Article 18.1

The Agreement and these General Terms & Conditions of Sale are governed exclusively by the law of the Netherlands. The applicability of the Vienna Sales Convention is expressly excluded.

## Article 18.2

The competent court in Amsterdam has exclusive jurisdiction to adjudicate any disputes regarding the content and execution of the Agreement and these General Terms & Conditions of Sale.

## **Article 19 Disputes**

Disputes between Parties, including those considered such by only one of the Parties, shall in all fairness be resolved by means of proper consultation.

## **Article 20 Supplementary Provisions**

### Article 20.1

In the event that the Client wishes to use the goods and/or services of the Supplier again for future events, projects, and/or assignments, this should take place via TFLU at all times. The Client shall always request permission from TFLU in writing to confirm that engagement is again possible prior to directly or indirectly approaching the Supplier or a direct or indirect request from the Supplier. With regard to granting permission for engaging the Supplier by or on behalf of the Client, TFLU shall be entitled in such cases to attach (supplementary) conditions.

### Article 20.2

The Client shall only be allowed to employ Suppliers, who are or have been involved in executing the Agreement during the term of the Agreement or otherwise, directly or indirectly, one year after the Agreement has ended and only after obtaining prior written agreement from TFLU. TFLU shall be entitled to attach (supplementary) conditions to such permission.

### Article 20.3

If the Client violates the obligations stipulated in Articles 20.1 and 20.2, the Client shall owe TFLU an immediately payable and not subject to judicial moderation amount of €10,000 (ten thousand Euros) for each violation and € 500 (five thousand Euros) for each day on which the violation continues, without the requirement for any damage or loss to be proven and without prejudice to any other rights of TFLU to claim full compensation for damage.