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## Van Nelle Fabriek Events | General Terms and Conditions

of the private limited company, Van Nelle Ontwerpfabriek Exploitatie B.V.:

Van Nelle Ontwerpfabriek Exploitatie B.V.

Also trading as: Van Nelle Fabriek Events Ch. of comm. number 24346302

Legal Entities and Partnerships Identification Number 811605723

With its registered office in Rotterdam.

### Article 1 – Definitions

- 1.1 In these terms and conditions, 'VNFe' refers to the private limited company, Van Nelle Ontwerpfabriek Exploitatie B.V., trading under the name Van Nelle Fabriek Events, with its registered office and principal place of business in Rotterdam.
- 1.2 In these terms and conditions, 'the Client' refers to the natural person, legal entity or partnership that has entered into an agreement with VNFe in connection with the hire of an area and/or rooms in the Van Nelle Factory and/or the supply of services and/or goods by VNFe, or the delivery of any other performance, or is negotiating with VNFe to that end.
- 1.3 In these terms and conditions, 'Agreement' refers to an agreement between the Client and VNFe concerning the hire of an area and/or rooms in the Van Nelle Factory, or concerning the supply of services and/or goods by VNFe and/or its suppliers.
- 1.4 In these terms and conditions, 'Event Fee' or 'Contract Fee' refers to the price the Client owes VNFe for the hire and additional delivery of goods and services.

### Article 2 – Scope of application

- 2.1 These general terms and conditions apply to all offers and quotations from and agreements with VNFe. These general terms and conditions also apply to all suppliers hired by VNFe for producing events.
- 2.2 These terms and conditions may be stated on the front or back of stationery, offers, quotations, confirmations or invoices or on VNFe's website.
- 2.3 Agreements deviating from or supplementing these terms and conditions will only be binding if agreed in writing and will only apply on a case-by-case basis.
- 2.4 The applicability of any general terms and conditions used by the Client is hereby explicitly rejected.
- 2.5 If these terms and conditions have been drawn up in a language other than Dutch and there are differences, the Dutch text will always prevail.
- 2.6 Any voidability or nullity of any provisions in this Agreement and/or these terms and conditions will not affect the validity of the rest of the Agreement and/or these terms and conditions. Instead of the voided or void part, the parties will then be deemed to have agreed to a replacement that comes closest to what they would have agreed, in a manner permitted by law, had they known of the voidness or voidability.
- 2.7 If VNFe does not require strict compliance with these conditions, this does not imply that the conditions concerned no longer apply, or that VNFe will lose the right to demand strict compliance in future cases, whether these cases are similar or not.
- 2.8 VNFe is entitled to amend these general terms and conditions. The Client will be deemed to have accepted the amendments in question if the Client has not submitted a written objection to VNFe within 14 days of having been notified by VNFe of the proposed amendment.

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### Article 3 – Offers

- 31 All VNFe offers, quotations, cost estimates and so on made orally, in writing, by telephone, on the website, by email or in any other way, are without any obligation and VNFe is therefore entitled to revoke them without specific formalities, even if they stipulate a term for acceptance, and the same applies immediately after the Client has accepted the offer.
- 32 The intellectual property rights to all offers, quotations, cost estimates, drafts offered and so on, made by VNFe to the Client are vested in VNFe.
- 33 All information and/or specifications accompanying an offer, quotation, and the like will always be approximate and will only be binding on VNFe if expressly confirmed in writing stating those words.
- 34 If an VNFe offer etc. is not followed by a written unconditional acceptance within 14 days or the other period specified, the Client is no longer entitled to invoke it.  
If VNFe makes another offer, the previous offer automatically lapses.
- 35 Any discounts given are inseparable from all the items mentioned in the quotation and do not apply if the Client carries out certain matters described in the quotation for its own account and risk.
- 36 All quotations issued are based on data and information provided by the Client to VNFe for the purposes of the quotation. VNFe may rely on the accuracy of the information provided.

### Article 4 – Agreements

- 41 Agreements between the parties come into effect when VNFe receives a quotation or Agreement in return, which the Client has signed unconditionally or, if sooner, when VNFe starts implementing the Agreement.
- 42 Verbal undertakings and/or agreements with subordinate employees or other VNFe persons or intermediaries are not binding on VNFe insofar as VNFe's management has not confirmed these agreements in writing.
- 43 VNFe will not be liable for misunderstandings, delays or failure to transmit data and communications properly due to the use of a means of communication between VNFe and the Client, or between VNFe and third parties, insofar as they relate to the relationship between VNFe and the Client, unless there is evidence of intent or gross negligence on the part of VNFe.
- 44 If VNFe enters into an Agreement with two or more legal entities or persons, each of these legal entities or persons will be jointly and severally liable for the fulfilment of their obligations vis-à-vis VNFe arising from that Agreement.
- 45 VNFe is entitled to engage third parties for the implementation of the Agreement.
- 46 VNFe reserves the right to terminate the Agreement entered into entirely or in part without judicial intervention if the Client applies for suspension of payments or provisional suspension of payments, if the Client's bankruptcy is applied for, if the Agreement cannot reasonably be implemented or it can no longer be implemented, if the Client dies, if the Client fails to fulfil one or more obligations under the Agreement and/or these general terms and conditions, or fails to perform them on time or properly, if the Client's assets are seized to the extent that, in VNFe's opinion, the Client will no longer be able to properly fulfil its obligations, if the ownership of or control over the Client's company is transferred in its entirety or predominantly to others, or if the Client's company is merged or divided, or, finally, if the Client fails to provide information that VNFe requires from the Client or requires in the context of the Agreement entered into.

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47 If VNFe terminates the Agreement on one of the aforementioned grounds (see Article 4.6), the Client will automatically owe VNFe the full amount of the Event Fee, i.e. it will be immediately due and payable, regardless of the fact that VNFe no longer has to implement the Agreement. The Client will also owe all other expenses that VNFe has incurred for preparing the deliverables it was to provide, as well as all other damages sustained by VNFe.

To the extent that VNFe (based on any of the aforementioned grounds) terminates the Agreement entered into between the parties, it will not be obliged to pay any compensation or damages to the Client for any reason whatsoever.

48 If the hall/venue as agreed in the offer or Agreement is unexpectedly no longer available due to force majeure for instance, VNFe will inform the Client accordingly.

VNFe will also look for another hall/venue for the Client. Changing the venue does not entitle the Client to cancel/terminate the Agreement. However, VNFe is entitled to cancel the Agreement at no charge if it fails to find another hall/venue. In that case, the provisions of Articles 4.6 apply mutatis mutandis.

### Article 5 – Invoicing, prices and payment

51 Payments must be made within 14 days of the invoice date unless otherwise agreed in writing.

52 Invoicing is done as follows:

- After entering into the Agreement, VNFe will send an invoice to the Client amounting to 25% of the agreed Contract Fee (or in accordance with the expected quotation) excluding the room rental, as a down payment.
- After the Agreement or the final booking is concluded, VNFe will send an invoice to the Client for 100% of the agreed room rental.
- Two months before the event, VNFe will send an invoice to the Client amounting to 75% of the agreed Contract Fee (or in accordance with the expected quotation) excluding the room rental.
- One week after the event, VNFe will send an invoice to the Client for any additional work or items based on an actual costing.

53 Any costs for external services provided and/or goods ordered, for instance for a sound system, catering, and so on, will be included as much as possible in the payment schedule mentioned in Article 5.2 of these terms and conditions.

VNFe will, however, always be entitled to demand immediate payment as soon as these external expenses have been incurred.

54 The payment term on the invoice is a final deadline.

55 The Client will also be charged for any changes to the original order made by or on behalf of the Client that lead to costs higher than those on which the quotation is based.

56 The Client is not entitled to suspend or offset its payment obligations.

57 All payments will be deposited into a bank account designated in writing by VNFe.

58 Payments made by the Client will always first serve to settle the default interest and judicial and extrajudicial collection costs owed by it, and will then be deducted from the oldest outstanding claim, even if the Client states that the payment relates to a later claim or a different item.

59 The Client will be in default through the mere lapsing of the payment term, without notice of default being required.

If VNFe has reasonable grounds to doubt that the Client will fulfil its obligations on time, VNFe's claims will be immediately due and payable, regardless of any agreed payment term.

510 For the period that the Client is in default, it will owe a default interest of 1.5% for outstanding claims per month or part of a month.

At the end of each year, the interest due for that year will be added to the amount on which the default interest is calculated.

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511 In the event of late payment, the Client will owe VNFe extrajudicial collection costs amounting to 15% of the agreed or expected Contract Fee or the amount expected in the quotation.

512 If the Client defaults on any payments or the provision of security, VNFe will be entitled to suspend its performance, and it will also be entitled to terminate the Agreement without recourse to the courts, in which case Article 4.6 will apply. In addition, in the event of late payment VNFe will also be entitled to deny the Client access to the event and/or venue in the Van Nelle Factory.

513 Unless expressly agreed otherwise in writing, agreed prices are excluding VAT and advance payments, and based on the cost-determining factors at the time of the offer.

VNFe reserves the right to charge the Client for any changes in those cost-determining factors, which arise after the date of the offer or confirmation of the Agreement, that VNFe cannot reasonably influence, such as increases in the costs of fuel and/or energy, social security costs, and the like.

514 Costs incurred by VNFe for the benefit of the Client in the context of the implementation of the Agreement constitute advances.

### Article 6 – Rented venue

61 At the start of rental, the rented venue will be delivered to and accepted by the Client in the condition in which it is. That condition will be recorded by or on behalf of the Client and VNFe in a delivery report, which will be appended to the Agreement and initialled by the parties. This report will be part of the Agreement. If no delivery report is drawn up on commencement of the Agreement, the rented venue will be deemed to have been handed over and accepted in good condition and without defects.

62 The term 'rented venue' also refers to the installations and facilities present in the venue.

63 Public spaces, entrances and stairwells are not part of the rented venue, unless otherwise expressly agreed to in writing.

### Article 7 – General use

71 Throughout the entire term of the Agreement, the Client will actually, fully, continuously, properly and personally use the rented venue exclusively in accordance with the purpose indicated in the Agreement. The Client must observe existing restrictive rights, obligations attached to a certain capacity and the requirements set or to be set by the government and utility companies with regard to the use of the rented venue as well as anything that is in or attached to the rented venue.

In these general terms and conditions, 'utility companies' also refers to companies engaged in the supply, transport and measuring of the consumption of energy, water and the like.

72 The Client will provide sufficient measures to ensure safety at the rented venue, including but not limited to the safety of performers, employees and visitors. VNFe is always authorised to impose additional requirements on safety measures at the Client's expense.

73 The Client will behave in accordance with provisions of the law and bylaws as well as customs regarding renting and letting, and government, utility and insurer regulations.

74 The Client will strictly comply with the guidelines, regulations or instructions given by VNFe, the government or other competent authorities regarding the disposal and separation of waste.

Failure to comply at all or completely with this obligation will render the Client liable for the damages sustained by VNFe arising from this non-compliance.

75 The Client will not cause any nuisance or inconvenience to those living in the vicinity, other clients and/or users of the building of which the rented venue is a part. The Client will ensure that other people who are there because of the Client do not do so either.

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- 7.6 The exterior doors of the rented venue must be kept closed, partly to avoid noise disturbance.
- 7.7 Performances and sound checks will only take place with VNFe's prior written permission. The 40 dB(A) noise level must not be exceeded during office hours (Monday to Friday between 8 am and 6 pm). The 95 dB(A) noise level must not be exceeded outside office hours. Under no circumstances may vibrations be caused that may damage the building.
- 7.8 The Client is not permitted to use goods made available by VNFe for any other purpose than the one for which they were made available. Nor is the Client permitted to rent them out, sublet them to third parties or to hand them over at no charge, to pledge them or to transfer title by way of security or otherwise encumber or dispose of them.
- 7.9 The Client will follow VNFe's instructions regarding the maximum number of persons to be admitted to the rented venue.
- 7.10 The Client must pay the costs owed in connection with copyrights directly to the organisation to which they are payable, for instance Buma/Stemra (Dutch Performance Rights Organisation) or Foundation for the Exploitation of Neighbouring Rights (SENA).

### Article 8 – Government regulations and permits

- 8.1 Unless the parties have expressly agreed otherwise in writing, the Client is responsible for applying for and obtaining any required exemptions and/or permits related to the activities that the Client has planned. Refusal or revocation of exemptions and permits will not be grounds for termination of the Agreement or any other or further action against VNFe. VNFe holds a 'D' operating licence, which permits the serving of food and drinks.
- 8.2 If on the grounds of government regulations or on the grounds of regulations of other competent authorities, changes in, on or to the rented venue or facilities in or on the rented venue are required on commencement of the Agreement or at a later stage in connection with the designated use that the Client intends to put the rented venue to or has put it to, the Client must make those changes or provide those facilities at its own expense, after obtaining prior permission from VNFe.
- 8.3 If changes in, on or to the rented venue or facilities are required in connection with the designated use, the Client will ensure that, when the work is performed, the requirements set or to be set by the government or other competent authorities are met, without prejudice to the provisions of Articles 9.1 to 9.6.
- The Client will ensure that the requirements for the permits issued or to be issued are complied with at all times.

### Article 9 – Prohibitory provisions and rules of law

- 9.1 The Client is not permitted:
- a. to keep items that constitute a hazard to the environment, including odorous, flammable or explosive objects, in, on, at or in the immediate vicinity of the rented venue, unless VNFe has given its written permission for this;
  - b. to subject the floors of the rented venue and of the building or complex of which the rented venue is a part to a higher load than is structurally permissible or specified in the Agreement;
  - c. to attach items in, to or on the rented venue using nails, screws, sticky tape and so on;
  - d. to use the rented venue in such a way that this pollutes the soil or causes other environmental pollution, or damages the rented venue or the appearance of the rented venue, which includes using a means of transport that may damage floors and walls;
  - e. make changes in, to or on the rented venue or install facilities in or on the rented venue that are contrary to government and utility company regulations or to the conditions under which the owner of the rented venue has acquired ownership of the rented venue or to other restrictive rights, or that cause a nuisance to other clients or those living in the vicinity or hinder them in their use.

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92The Client requires VNFe's prior written permission for any changes or additions that the Client wishes to make or have made in, to or on the rented venue, such as changes to the interior or appearance of the rented venue, name boards, advertisements, signage, announcements, publications, buildings, carpentry, displays, packaging, goods, vending machines, lighting, flagpoles, making windows opaque and the like.

93'Changes and additions' also includes making holes in the façades, floors and walls.

94VNFe is entitled to issue rules regarding the changes or additions required by the Client, for instance with regard to the implementation, location, dimensions and choice of materials. The Client is obliged to comply with the regulations of competent authorities regarding the changes or additions that it makes.

95The changes and additions made by the Client, regardless of whether this is done with VNFe's permission, are not part of the rented venue.

96Insofar as the parties have not agreed otherwise in writing, the Client must reverse changes or additions made by it or on its behalf before the end of the rental.

97The Client waives any rights and claims of unjust enrichment in connection with changes or additions made by it or on its behalf that have not been reversed at the end of the rental, unless the parties have agreed otherwise in writing.

98In addition to the rented venue, the Client and/or third parties admitted by the Client to the rented venue may only enter, or be allowed to enter, places intended for general use of the building of which the rented venue is a part.

99With regard to all facilities on the premises, instructions given or yet to be given by or on behalf of VNFe, the relevant installers or government authorities must be strictly complied with. The Client uses these facilities exclusively at its own risk.

### Article 10 – Fire safety

101 Gas cylinders are permitted in the rented venue and/or the building of which the rented venue is part under strict conditions. The VNFe Production Department can explain and give advice in this respect.

102All materials, such as sets, curtains, and the like, as well as seating, installed in the rented venue must be done in accordance with the Dutch Buildings Decree 2012 [*Bouwbesluit 2012*] and the terms and conditions stipulated by the Rotterdam Fire Brigade. The use of fireworks must be reported to VNFe and the Rotterdam Fire Brigade in good time prior to the rental; in the event that the Fire Brigade requires the hiring of compulsory additional fire fighters this will be at the Client's expense.

103 All exits, corridors, aisles and emergency exits must be kept completely clear at all times and fire extinguishers must be freely accessible, unless otherwise expressly agreed with the Rotterdam Fire Brigade and VNFe. VNFe reserves the right at all times to require changes to the building plan for sets and other materials for the sake of safety aspects.

104If temporary set-ups block the view of permanent emergency exit signs, the Client will ensure that additional emergency exit signs will be placed so that the emergency exits are still clearly indicated.

105 In close consultation with VNFe, the Client will ensure that there are adequate fire and other safety measures in place in reasonable proportion to the expected size of the audience and the number of expected guests.

If the Client fails to comply with VNFe's reasonable instructions to take measures, VNFe will be entitled to take such measures at the Client's expense.

### Article 11 – Costs of gas, electricity, heat and hot or cold water consumption

11.1 The costs of gas, electricity, heat, and hot or cold water are included in the rental price. Excessive consumption, such as if the lighting and heating is left on overnight in connection with the exhibited materials, is not included and will be charged based on the consumption of kWh gas and cubic metres.

**Met opmerkingen [TLL1]:** Het gebruik van haakjes op deze manier is niet gangbaar in het Engels. We hebben ze in de vertaling daarom weggelaten. Mocht onze interpretatie niet correct zijn dan horen we dat graag. Mogelijk alternatief: Fire and general safety

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- 11.2 However, the costs accompanying the installation, distribution and cabling for electricity are not included in the rental price and are for the Client's account.
- 11.3 Except in cases of serious fault or gross negligence, VNFe will not be liable for any damage resulting from gas, electricity, heat, and hot or cold water provision that is not functioning properly or is not supplied properly. Nor will Client be entitled to a rental reduction and/or set-off against any payment obligation in such cases.
- 11.4 Except in cases of serious fault or gross negligence, VNFe will not be liable for any damage resulting from the facilities and services not functioning properly or not supplied properly. Nor will Client be entitled to a rental reduction and/or set-off against any payment obligation in such cases.

### Article 12 – Provision of additional goods and services

- 12.1 Unless otherwise agreed, the agreed rental price does not include parking tickets, parking supervision, first aid services, fire fighter services, security services at the rented venue and/or elsewhere, sanitary care, cleaning services, disposal of rubbish, furniture, catering furniture, seating arrangements and seating galleries, distribution of power supplies, cabling, temporary power supplies in the form of generators, lighting, sound and audio visual equipment, communication equipment, and the like.
- 12.2 Unless the parties have otherwise expressly agreed in writing, VNFe will provide the services referred to in Article 12.1 and/or make the items referred to in that article available at the Client's expense.
- 12.3 If the 'Coffee Factory' and/or the 'Tobacco Factory' and other 'sub rooms' are part of the rented venue and if the Client requires catering services in these rooms, the Client will purchase these catering services from a third party to be designated by VNFe, unless the parties have otherwise expressly agreed in writing.

### Article 13 – External caterer/AV production company

- 13.1 If the parties have agreed that the Client may engage an external caterer for the 'Coffee Factory' and/or the 'Tobacco Factory', and other 'sub rooms', the Client must ensure that the external caterer it engages observes the following stipulations:
- The external caterer is obliged to pay VNFe 20% (excluding 9% and 21% VAT) over the total revenue. The Client will give VNFe photocopies of the external caterer's invoices immediately on request. If the external caterer fails to pay, the VNFe is entitled to demand that amount from the Client.
  - The external caterer must dispose of its rubbish, failing which VNFe will take care of the disposal of the rubbish and charge the Client for the associated costs.
  - The external caterer must only use gas cylinders outside the rented venue and outside the building of which the rented venue is a part.
  - The external caterer may use the water connections in the rented venue, but it must bring its own hoses and make sure that they are properly connected. If the distance for connecting the water supply is longer than 10 metres, the water supply and drainage must be installed by a third party to be appointed by VNFe.
  - The external caterer must take all the necessary safety precautions, including but not limited to measures to counteract and prevent Legionella bacteria infection.
  - The external caterer may use the power infrastructure in the rented venue, but it must bring its own power adaptor cables and otherwise notify VNFe well in advance (one month at the latest). If a power distribution system is to be laid that may require additional generators, it must be laid by a third party appointed by VNFe.
  - The external caterer must treat the VNFe buffets and kitchen with due care. Any damage will be charged directly to the caterer or the Client.
  - The external caterer must operate in accordance with legal requirements for food safety (HACCP or ISO) and be able to demonstrate this based on an HACCP or ISO certificate.

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13.2 The Client is not permitted to engage an external AV production company in the 'Coffee Factory' and/or 'Tobacco Factory' or other subrooms. VNFe's permanent AV production company is Bourgonje Licht & Geluid B.V. All permanent, existing technical facilities, materials and crew in the 'Coffee Factory' and 'Tobacco Factory' and other 'sub rooms' are supplied and operated exclusively by Bourgonje Licht & Geluid B.V.

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### Article 14 – Cancellation by the Client

14.1 Cancellation of the Agreement by the Client must be done by registered letter or by email.

14.2 In the event of cancellation, regardless of the reason – including force majeure on the part of the Client – the Client will owe VNFe the following:

- If the Client only rents one or more rooms and does not purchase any other services, the Client must pay the room rental in full. If the room rental is already paid, this means that it will not be returned.
- If other services are provided in addition to the room rental, such as catering, an AV production company and so on, the Client must pay the following costs to VNFe in addition to the full room rental:
  - a. In the 365-day period before the start of the construction of the event, or the day of the event itself if the construction is done on the same day: 30% of the agreed (or expected) Contract Fee, whereby the room rental is not taken into account.
  - b. In the period between 364 days and 180 days before the start of the construction of the event, or the day of the event itself if the construction is done on the same day:  
50% of the agreed (or expected) Contract Fee, whereby the room rental is not taken into account.
  - c. In the period between 179 days and 90 days before the start of the construction of the event, or the day of the event itself if the construction is done on the same day:  
85% of the agreed (or expected) Contract Fee, whereby the room rental is not taken into account.
  - d. In the 89-day period before the start of the construction of the event, or the day of the event itself if the construction is done on the same day: 100% of the agreed (or expected) Contract Fee, whereby the room rental is not taken into account.

14.3 In addition, if the Client engages external suppliers for catering and AV production services, the Client is always obliged to pay the charges specified in Articles 13.1 and 13.2.

14.4 'Cancellation' not only refers to the event not being held at all or in part. It also refers to a partial cancellation if the number of participants is more than 10% fewer than the number of bookings stated in the Agreement or the quotation. If the number of people attending the event differs by more than 10%, then VNFe is entitled to invoice a higher price per person.

The Client will inform VNFe of the final number of people attending on the day of the event.

14.5 A cancellation does not only apply when the event is canceled in whole or in part. There is also a partial cancellation if the Client decides to cancel one of these rooms when renting the "Coffee Factory" and the "Tobacco Factory" at the same time. VNFe has kept this room 'free' for the Client and there is then a loss of turnover. We apply the conditions as described in 14.2 for this canceled room.

14.6 If the Client moves an event for which an Agreement has been entered into to another date, the move is also considered to be a cancellation because the initial date would have been kept free and this then constitutes a loss of revenue.

14.7 If VNFe's loss at the time of cancellation is higher than the cancellation fee as set out in this article of these terms and conditions, the Client will be obliged to compensate VNFe for this higher amount

14.8 . The amounts mentioned in this article are excluding VAT.

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### Article 15 – Damage and liability

- 15.1 The Client must take appropriate measures in good time to prevent and limit damage to the rented venue. The Client must notify VNFe immediately if damage to the rented venue has occurred and/or there is a risk of it occurring.
- 15.2 The Client will be liable vis-à-vis VNFe for all damage and losses to the rented venue.
- 15.3 The Client is liable for damage due to changes and additions made by it or on its behalf.  
The Client indemnifies the VNFe against third-party claims for damage due to alterations and facilities carried out by the Client.
- 15.4 The Client is liable for the actions of all persons, such as visitors attending the event, and for all items that are in the rented venue on the Client's direct instructions.
- 15.5 The Client is responsible for any tax-related consequences and/or payments (of additional tax assessments) under the Dutch Work-related Expenses Scheme [*Werkkostenregeling*].  
The Client indemnifies the contractor against and fully compensates the contractor for third-party claims received by the Client in this respect.

### Article 16 – Indemnification

- 16.1 The Client indemnifies VNFe against claims brought by third parties engaged by the Client for injury to persons and/or damage to goods located in or around the rented venue.
- 16.2 The Client indemnifies VNFe against any damage caused by or resulting from any act or omission on the part of the Client, including any circumstance brought about by the Client, even if VNFe has given its permission for this circumstance.
- 16.3 The Client indemnifies VNFe against fines imposed on VNFe due to acts or omissions on the part of the Client and/or the persons present in and/or around the rented venue.
- 16.4 The Client indemnifies VNFe in respect of all damage as well as all third-party claims relating to the use of the rented venue, facilities, additional services provided, and the like.
- 16.5 The Client indemnifies VNFe in respect of costs payable in connection with copyrights.
- 16.6 If VNFe is nevertheless obliged to pay compensation, VNFe will have the right of recourse against the Client. This right of recourse also extends to damages payable/paid by VNFe as well as interest and judicial and extrajudicial costs.

### Article 17 – Complaints

- 17.1 Any complaints must be submitted to VNFe in writing or by email within 24 hours and must specifically state the facts to which the complaint relates.
- 17.2 VNFe will only be obliged to handle complaints submitted if the Client has fulfilled all its contractual obligations vis-à-vis VNFe, regardless of their basis. The Client is not permitted to suspend or offset its obligations in connection with a complaint it files.
- 17.3 If the Client's complaints are well founded while taking the above provisions into account, VNFe will ensure that the reason for which the complaint was lodged will be addressed within a reasonable period of time, or that the service is provided again or, if that is no longer reasonably possible, that a reasonable price reduction is applied.

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### Article 18 – VNFe's liability

- 18.1 VNFe cannot be held liable for damages, regardless of their nature, arising because its assumptions were made based on incorrect and/or incomplete information provided by or on behalf of the Client.  
In addition, VNFe cannot be held liable for damages, regardless of their nature, due to (i) infringements of patents, licences or other third-party rights due to the use of information provided by or on behalf of the Client; (ii) damages or loss to the rented venue or other items; (iii) incorrect and/or incomplete information provided by the Client, even if it originates from third parties.
- 18.2 Apart from intent or gross negligence on the part of its managerial staff, VNFe cannot be held liable for any trading loss, property damage, loss due to delays, personal injury, immaterial or any other consequential or other damages, which may arise directly or indirectly for the Client and/or third parties.
- 18.3 VNFe cannot be held liable for the Client's trading loss or for the Client's loss as a result of activities of other VNFe clients or of obstructions to the use of the rented venue caused by third parties.  
The Client will take out insurance for consequential damages, including trading loss.
- 18.4 Without prejudice to the provisions of the previous paragraphs, VNFe's liability will be limited in its entirety to the payment that is actually made under VNFe's corporate liability insurance.  
If the insurance provides no cover for any specific case or should VNFe's insurer fail to pay, the liability will be limited to the value of the deliverables provided and at most to the value of the invoice amount, capped at €20,000 excluding VAT.
- 18.5 VNFe is at liberty to have work performed by third parties when implementing the Agreement. VNFe will take due care when engaging assistants. However, VNFe cannot be held liable for mistakes and shortcomings of these assistants; this liability rests entirely with these third parties.
- 18.6 VNFe cannot be held liable if the Client does not report its damage to VNFe in writing or by email immediately, but in any event no later than seven days after it has discovered, or could have discovered, the damage.
- 18.7 VNFe stipulates all statutory or contractual defences that it is entitled to raise against the Client to avoid its own liability, as well as that of its subordinates and non-subordinates for whose conduct VNFe would be liable under the law.
- 18.8 Subject to forfeiture, any claims must be brought before the courts no later than one year after providing the performance

### Article 19 – End of the Agreement or use

- 19.1 Unless otherwise agreed in writing, the Client will deliver the rented venue at the end of the Agreement or at the end of the use of the rented venue to VNFe in the condition set out in the delivery report at the start of the rental, taking into account normal wear and tear.
- 19.2 If no delivery report for the rented venue is drawn up at the start of the rental, the Client will hand over the rented venue to VNFe at the end of the Agreement or at the end of use in good condition and without defects.
- 19.3 If there is a debate about the condition of the rented venue at the start of the rental, the Client will be assumed to have received the rented venue in good condition and without defects.
- 19.4 Furthermore, the rented venue must be completely vacated, free of use and user rights, and thoroughly cleaned, on the handing over of all keys, key cards and so on to the VNFe. The Client is obliged to remove all items that it has placed in, on or at the rented venue at its own expense.  
If the Client does not return the rented venue, at the end of the rental period, completely vacated, free of use and user rights, properly cleaned and having handed over all keys, key cards and so on, the Client will be in default without notice of default being required.  
In that case, VNFe will be entitled to immediately have all the Client's and/or third party's items that are then in, at or around the rented venue removed, stored and/or destroyed as it sees fit and at the Client's expense, or to appropriate and sell those items and deduct the proceeds of this from its claims against the Client.
- 19.5 VNFe is entitled to remove any items at the Client's expense that the Client has evidently relinquished by leaving them in the rented venue when actually vacating the rented venue. VNFe is entitled, as it sees fit, to have these items destroyed immediately and at the Client's expense, or to appropriate these items and, if required, sell them and retain the proceeds.

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- 19.6 The parties must inspect the rented venue in good time before the end of the Agreement or use. The parties will draw up a report of this inspection, which records the findings concerning the condition of the rented venue. This report will also specify the work, which still needs to be carried out at the Client's expense for the repairs found necessary during the inspection, as well as the way in which this work must be done. The parties or duly authorised representatives will inspect the rented venue and prepare and sign the inspection report. The parties cannot subsequently invoke the incompetence of those representatives.
- 19.7 If, after having been duly given the opportunity to do so, the Client does not cooperate within a reasonable period of time with the inspection and/or the recording of the findings and agreements in the inspection report, VNFe is authorised to carry out the inspection in the absence of the Client and to make the report binding on the parties. VNFe will promptly give a copy of this report to the Client.
- 19.8 The Client is obliged to carry out or arrange for the work to be carried out based on the inspection report to VNFe's satisfaction and within the term laid down in the report or at a later date as otherwise agreed between the parties. If the Client fails to fulfil all or part of its obligations arising from the report, even after notice of default, VNFe will be entitled to have this work carried out itself and to recover the associated costs from the Client.
- 19.9 For the time involved in the repair or, in the event of late delivery of the rented venue by the Client, the period that the Client is late in delivering the rented venue counting from the date of the end of the Agreement, the Client will owe VNFe an amount calculated on the basis of the agreed rental and compensation for additional deliveries and services, without prejudice to VNFe's entitlement to compensation for further damages and costs.

### Article 20 – Force majeure

- 20.1 For the purposes of this Agreement, 'force majeure' refers to any circumstance that permanently or temporarily prevents the fulfilment of the Agreement and is not attributable to either party.
- 20.2 Force majeure on the part of VNFe in any event refers to fire, war, civil war, the threat of war, insurrection, strikes, natural disasters, outbreak of epidemics and/or diseases, partial or full lockdown of the country in which VNFe carries out its activities, storm damage, boycotts, industrial action, incapacity for work affecting its own personnel or third-party personnel, transport difficulties, government measures, computer and telephone disruptions, gas leaks, power outages, and leaks at VNFe or its suppliers.
- 20.3 If a force majeure circumstance occurs, VNFe will be entitled to suspend its obligations under the Agreement or to terminate the Agreement without judicial intervention and without the force majeure circumstance obliging VNFe to compensate for damages and costs.
- 20.4 If the force majeure period during which VNFe cannot fulfil its obligations lasts longer than six months, both parties will be entitled to terminate the Agreement without judicial intervention, and without the force majeure circumstance obliging VNFe to compensate for damages and costs.
- 20.5 VNFe may claim payment for any performance in the implementation of the Agreement in question prior to the circumstance constituting force majeure becoming apparent. This amount will be at least 10% of the total Event Fee.
- 20.6 VNFe is also entitled to invoke force majeure if the circumstance causing the force majeure occurs after it should have delivered its performance.

### Article 21 – Legal action, applicable law and disputes

- 21.1 All quotations, offers, order confirmations and Agreements are governed exclusively by the laws of the Netherlands.
- 21.2 The court in preliminary relief proceedings of the District Court of Rotterdam will resolve any disputes that may arise between the parties.
- 21.3 The proceedings will be conducted in Dutch.