

GENERAL TERMS AND CONDITIONS WICC B.V.

Wageningen International Congress Center has its registered office in Wageningen and is registered with the Chamber of Commerce under number 70212260.

Article 1. Definitions

The terms listed below are used in this general terms and conditions agreement to which these general terms and conditions apply, and are defined as follows:

- a. *Horeca service(s)*: the provision of lodging and/or food and/or drinks and/or arrangements, all related activities and services, and everything in the broadest sense of the word;
- b. *Congress facility(s)*: the provision of (room)space and/or grounds, everything with all the associated work and services, and everything in the broadest sense of the word;
- c. *Contractor*: Wageningen International Congress Center;
- d. *Client*: the natural or legal person who concludes an Agreement with the Contractor;
- e. *Guest(s)*: the natural person(s) to whom, on the basis of a Client concluded Agreement, one or more Congress facilities and/or Horeca services must be provided. A Client and a Guest can be the same person;
- f. *Agreement(s)/Reservation(s)*: an Agreement between the Contractor and a Client regarding one or more Congress facilities and/or Horeca services to be provided by the Contractor against payment by the Client. Instead of the term Agreement the term Reservation is sometimes used;
- g. *Commencement date*: the date on which, pursuant to the Agreement, the first Congress facility or Horeca service will have to be provided;
- h. *Reservation Value*: the value of the Agreement, which is equal to the total turnover expected by the Contractor, consisting of the compensation for Horeca services and/or the fee/rent for the Congress facilities, including the products and/or services to be purchased from third parties, including any tourist tax and VAT, regarding (part of the) Agreement concluded with a Client, which is expected to be based on Contractor applicable averages;

- i. *No-show*: Guest(s) not making use of a Congress facility and/or Horeca service to be provided under an Agreement without Cancellation by the Client;
- j. *Group(s)*: a group of 10 or more Guests to whom Congress facilities and/or Horeca services must be provided by the Contractor under a or more to be regarded as coherent Agreements;
- k. *Individual*: every person, falling under Guest and/or Client, who does not belongs to a Group according to the aforementioned definition;
- l. *Corkage and kitchen money*: the amount due for consumption of drinks and/or food which are not provided by the Contractor in the rooms of the Horeca Establishment of the Contractor;
- m. *Cancellation(s)/Cancel*: a written statement from the Client addressed to the Contractor declaring that one or more agreed Congress facilities and/or Horeca services will not be used in whole or in part;
- n. *Sales guarantee*: a written statement from the Client in regards to one or more Agreements which guarantees at least a certain amount of sales will be realized by the Contractor.

Article 2. Applicability

- 2.1 These general terms and conditions are, to the exclusion of all other general conditions, applicable to all offers and quotations from the Contractor and to all Agreements between Contractor and its (potential) Clients regarding one or more Congress facilities and/or Horeca services to be provided by the Contractor. General terms and conditions of the Client are never accepted and are hereby expressly rejected by the Contractor insofar as necessary.
- 2.2 These general conditions also apply if for the execution by the Contractor third parties should be involved.
- 2.3 Deviating from these general terms and conditions is only possible when the Contractor and the Client explicitly agreed in advance in writing.

Article 3. Establishment of agreements

- 3.1 All offers and quotations from the Contractor, as well as assignments provided by the Contractor, are only valid for the duration of 7 work days after providing it.
- 3.2 An Agreement between the Client and the Contractor only comes into being after written confirmation (or confirmation per e-mail) thereof by the Contractor.
- 3.3 The Contractor may at any time, for any reason whatsoever, refuse the closing of an Agreement.
- 3.4 Changes in an Agreement between the Contractor and the Client and deviations from these general terms and conditions are only valid if this is explicitly agreed upon in writing between the Contractor and the Client. In case changes in an Agreement lead to higher costs or higher pricing than originally budgeted, the Client is required to compensate for these costs and prices and the Contractor is entitled to charge these costs and prices to the Client.
- 3.5 An Agreement entered into by intermediaries (shipbrokers, travel agencies, Online Travel Agents and other Horeca companies, etc.) on behalf of (a) Guest(s), or their business partner(s), are also taken into account for and risk of these intermediaries. The contractor does not owe intermediaries any commission, or however called, unless expressly agreed otherwise in writing. The Guest(s) and the intermediary(s) are jointly liable for the payment that is due.

Article 4. Option right

- 4.1 The Contractor can offer the Client - in deviation from Article 3.1 - certain Congress facilities and/or Horeca services that are valid for indefinite time (also called an option right). The Contractor can at any time withdraw the offer of indefinite duration or set a certain deadline for the offer.

- 4.2 If another potential customer makes an offer to the Contractor to conclude an agreement regarding the total or part of the option outstanding of Congress facilities and/or Horeca services (the Congress facilities and/or Horeca services that are part of the offer referred to in Article 4.1), the Contractor - before revoking the offer referred to in Article 4.1 – will provide the client with a term for acceptance of the offer.
- 4.3 The offer for an indefinite period will expire if it is rejected by the Client, as well as if the period (as referred to in Article 4.1 and/or Article 4.2) has expired without the Client accepting the offer within that period.

Article 5. Rights and obligations of the Contractor

- 5.1 The Contractor is entitled at any time to stop providing Congress Facilities and/or Horeca Services without notice, when the Guest violates the house rules, or otherwise behaves in such a way that the order and peace in the Horeca business of the Contractor and/or normal exploitation thereof is disrupted. The guest must then leave the Horeca Establishment of the Contractor on first request. If the Contractor makes use of this authority, then this does not dismiss the Client from his obligations under the Agreement with the Contractor and the Contractor will not compensate the Guest or Client. If the Client does not fully comply with all his obligations towards the Contractor in another way for whatever reason, the Contractor is entitled to suspend the service.
- 5.2 The contractor is entitled, after consultation with the competent authority on site, to terminate the Agreement with immediate effect, without prior notice of default or prior judicial intervention, due to well-founded fear of disruption of the public order. If the Contractor makes use of this authority, the Contractor will not compensate the Client.
- 5.3 The Contractor is at all times entitled to terminate an Agreement with the Client with immediate effect, without prior notice of default or prior judicial intervention, in case the Client has become bankrupt, or the Client is in (provisional) suspension of payment, or under guardianship, or application of

the debt rescheduling scheme. The foregoing applies accordingly if there are sufficient indications that the provisions of the Agreement to hold event in the Horeca company of the Contractor assessment and discretion of the Contractor is of such a different nature than would be expected on the basis of announcement by the Client or on the basis of the capacity of Client or Guests, that the Contractor would not have concluded the Agreement if it was of the actual nature of the event had been known. If the Contractor makes use of this authority after the relevant event has started, then the Client is obliged to pay for the Congress facilities and/or Horeca services until that time, but payment for the remainder of the event will be canceled. In such an event, the payment for utilized Congress facilities and/or Horeca services will be calculated time proportionally.

- 5.4 The Contractor is not obliged to receive and/or store any good for the Guest. This means that the Contractor is not responsible and/or liable for damage, loss or theft of any good of the Guest, which the Contractor has refused to receive and/or store for the Guest.
- 5.5 The Contractor is not obliged to admit any pet of the Guest and is entitled to connect conditions to the admission of a pet. For the admission of assistance dogs the statutory regulation(s) apply, including the exceptions specified therein.

Article 6 Rights and obligations of the Guest

- 6.1 The Guest is obliged to comply with the house rules of the WICC Horeca company and to follow the reasonable instructions of the Horeca Establishment.
- 6.2 In the context of his statutory duties the Guest is obliged to cooperate with reasonable requests from the Contractor regarding, among other things, safety, identification, food safety/hygiene and limiting nuisance.

Article 7 Execution of Congress facilities and/or Horeca services

- 7.1 Regarding the lodging to be provided under the Agreement the Contractor will communicate in advance the time at which the accommodation is available to the Guest and the time at which the Guest must have checked out.
- 7.2 The Contractor is entitled to require the Guest to take pleasure with another, equivalent accommodation regarding lodging or Congress facilities and/or grounds than made available according to the Agreement.

Article 8 Cancellations

- 8.1 The Client is entitled to Cancel an Agreement before the Commencement date upon payment of the cancellation fees in accordance with provisions 6 and 7 of this article.
- 8.2 Unless otherwise agreed, the Contractor is entitled to consider the Agreement/Reservation for lodging as canceled when the Guest does not report himself at the Commencement date/first reserved day at 6 p.m. In that case the Client will be charged cancellation fees in accordance with provisions 6 and 7 of this article to Contractor. When the guest has indicated to arrive at a later time and the Contractor has not objected to this, the Contractor is entitled to consider the Agreement/Reservation for lodging as canceled when the Guest has not arrived within half an hour after the agreed time. In that case Client will be charged cancellation fees in accordance with provisions 6 and 7 of this article to Contractor.
- 8.3 In case of No-show the Client is obliged in all cases to pay the full amount of the Reservation.
- 8.4 The provisions in Articles 11.4 and 12.1 also apply to cancellations.
- 8.5 If not all Congress facilities and/or Horeca services in the Agreement are canceled, the pro rata in provisions 6 and 7 of this article apply to the canceled Congress facilities and/or Horeca services.

8.6 When the Contractor has an Agreement with the Client regarding the provision of one or more Congress facilities and/or Horeca services to one or more Individuals, then in order to Cancel that Reservation before the Commencement date the Client must pay the following percentages of the Reservation value to Contractor (unless otherwise agreed in writing):

More than 1 month before the Commencement date	0%
More than 14 days before the Commencement date	15%
More than 7 days before the Commencement date	35%
More than 3 days before the Commencement date	60%
More than 24 hours before the Commencement date	85%
24 hours or less before the Commencement date	100%

8.7 When the Contractor has an Agreement with the Client regarding the provision of one or more Congress facilities and/or Horeca services to a Group, then in order to Cancel that Reservation before the Commencement date the Client must pay the following percentages of the Reservation value to Contractor (unless otherwise agreed in writing):

More than 2 months before the Commencement date	0%
Between 6 weeks and 2 months before the Commencement date	10%
Between 1 month and 6 weeks before the Commencement date	35%
Between 14 days and 1 month before the Commencement date	60%
Between 7 and 14 days before the Commencement date	85%
24 hours or less before the Commencement date	100%

Article 9 **Deposit, down payment and interim payment**

- 9.1 The Contractor may require the Client to submit a deposit to the Contractor. The Contractor may also require the Client to cooperate to provide the necessary data, including a printout or copy of the credit card of the Client, in order for the Contractor to secure a deposit and the possibility for the Contractor to ensure payment of any due fees.
- 9.2 The Contractor may require a down payment. Fulfillment of this down payment must at all times be made by the Client within 8 days before the Commencement date. If the Client does not pay the deposit within the agreed term, what is stated in articles 11.8, 11.9 and 11.11 is fully applicable.
- 9.3 The Contractor can always demand interim payment for already granted catering services.
- 9.4 The Contractor may recover from the Client any deposit or down payment stated in the foregoing provisions and any other amount that Client owes the Contractor for whatever reason.

Article 10 **Sales guarantee**

If the Client has issued a Sales guarantee, the Client is obligated, in regards to the relevant Agreement(s), to at least pay the amount stated in the Sales guarantee to the Contractor.

Article 11 **Prices and payment**

- 11.1 All prices quoted by Contractor are exclusive of VAT and residence contribution. The residence contribution is equal to the municipal tourist tax, increased with € 1.27 per night. For stays longer than 30 days the client is granted exemption from the residence contribution.
- 11.2 For special services, such as the use of a cloakroom, garage, safe, laundry or dry cleaning, telephone, internet, Wi-Fi, room service, television, etc. the Contractor can charge an (extra) fee to the Client or Guest.

- 11.3 All accounts, including bills relating to Cancellation or No show, are owed by the Client at the moment they are given to him are being presented. The Client serves for cash payment or payment by bank or giro, unless otherwise agreed.
- 11.4 The Client and Guest are jointly and severally liable for all amounts that are one owed by them or both to the Contractor for whatever reason. Agreements shall be deemed to be subject to contrary clause on behalf of each Guest. By appearing the Guest indicates that the Client was authorized by him when closing the relevant Agreement.
- 11.5 As long as the Client or Guest does not fully meet all his obligations towards the Contractor, the Contractor is entitled to all goods that the Client or Guest in the Catering Establishment of Contractor have been brought with him and keep it until the Client or Guest at the Contractor's satisfaction to all obligations towards the Contractor. In addition to a right of retention the Contractor will, as the occasion arises, grant a right of pledge to the relevant party goods.
- 11.6 If other than cash payment has been agreed, all invoices by the Client within fourteen days after the invoice date Contractor to be paid.
- 11.7 Client will report any complaints about the execution as well as about submitted invoices within eight days of causation, respectively invoice date to the Contractor in writing.
- 11.8 If the Client does not pay the amounts due within the agreed term, Client will, without any notice of default is required, an interest rate of 1% per month.
- 11.9 If the Client is in default, he must inform the Contractor of all recovering costs. The extrajudicial collection costs are entered charged according to the law and determined in the case of a trade transaction at 15% of the principal amount.

11.10 If the Contractor has goods as referred to in Article 11.5 and the Client from whom the Contractor has received the goods for three months in default, the Contractor is entitled to this sell goods publicly or privately and on the proceeds of that. The costs associated with the sale also come to pass chargeable to the Client and the Contractor can also rely on the revenue from sales stories. What after the Contractor's story remains, is paid to the Client.

11.11 Every payment will be made, regardless of any payment by the Client placed note or comment made shall be deemed to be shall deduct from the debt of the Client to the Contractor the following order:

- The costs of execution;
- The judicial and extrajudicial costs;
- The interest;
- The damage;
- The principal.

11.12 Payment is made in Euros. If the Contractor has foreign payment instruments accepts the applicable market rate at the time of payment. The Contractor can deduct an amount for this as administration costs account that corresponds to a maximum of 10% of the amount foreign currency is offered. Contractor can accomplish this by adjust the current market rate by a maximum of 10%.

11.13 The Contractor is never obliged to use any means of payment other than cash accept and accept acceptance of such other means of payment conditions.

Article 12 **Liability**

12.1 The Contractor and Guest and those who accompany him are jointly and severally liable for all damage for the Contractor and/or any third party and/or will arise as a direct or indirect result of an accountable shortcoming and/or unlawful act of the Client or Guest or those who accompany him,

including violation of the house rules, as well as for all damage caused by any animal and/or any property of which they hold or are under their supervision.

- 12.2 The liability of the Contractor for any form of damage towards Client, Guests, and third parties is excluded, except and insofar as the damage is the direct result of intent or gross negligence on the part of the Contractor. The Client indemnifies the Contractor immediately and completely against claims from Guests and third parties.
- 12.3 In addition to article 12.2, the Contractor is not liable for damage or loss of goods that are in the Catering Establishment of the Contractor brought by the Client or a Guest. The Client indemnifies the Contractor against Guest' s claims in this respect. The preceding applies, except if and insofar the damage is the direct consequence of intent or gross negligence on the part of the Contractor.
- 12.4 In addition to articles 12.2 and 12.3, the Contractor is not liable for damage to or with vehicles of the Client, or the Guest. Even if the Client or Guest caused the damage themselves.
- 12.5 If the Contractor receives goods or if goods are deposited by anyone in any way in any place, stored and/or left behind. The Contractor is not liable for damage to or in connection with those goods in any way unless the damage is the result of intent or gross negligence on the part of the Contractor. The Contractor can not be held liable for compensation of damage from goods that are that are stored in goods that are deposited, stored or abandoned.
- 12.6 Liability of the Contractor is in any case limited to the amount that the liability insurer contracted by the Contractor.
- 12.6 Liability of the Contractor is in any case limited to the amount that the liability insurer contracted by the Contractor in the relevant case, after deduction of a possible deductible.

Article 13 **Supremacy**

The Contractor is not obliged to fulfill any obligation if it is reasonably not possible due to supremacy. Supremacy refers to any foreseen or unforeseen, foreseeable or unforeseeable circumstance which complicates the execution of the agreement in such a way that the execution of the Agreement becomes impossible or objectionable.

Article 14 **Lost property**

- 14.1 In the building and appurtenances of the Catering Establishment of the Contractor lost or abandoned items found by the Guest, must be submitted to the Contractor as soon as possible.
- 14.2 Objects of which the entitled party did not report to the Contractor within a year after the departure from the Catering Establishment of the Contractor, based on the fact that the departure took place on the last day of the Agreement/Reservation, the Contractor gets the ownership of the objects.
- 14.3 If the Contractor sends objects, which were left behind by the Guest, this will be entirely at the expense and risk of the Guest. The Contractor is never obliged to send.

Article 15 **Corkage and kitchen money**

- 15.1 The Contractor can forbid the Guest to take their own food and/or drink in the Catering Establishment of the Contractor, including the terrace, to consume. If the Contractor allows to consume self-brought food and/or drinks, the Contractor can connect conditions to the allowance, including the charging of corkage and/or kitchen money.
- 15.2 The amounts referred to in article 15.1 are agreed in advance or, in the absence of prior agreement, reasonably determined by the Contractor.

Article 16 **Final provisions**

- 16.1 All claims of the client expire after a period of one year after the time at which they arose.
- 16.2 The invalidity of one or more of the stipulations in these general conditions do not affect the validity of all other stipulations. If it turns out one stipulation in these terms and conditions become invalid for any reason, the parties are deemed to have agreed on a valid replacement stipulation which approach the intent and scope of the invalid stipulation as much as possible.
- 16.3 For all disputes arising from or related to an Agreement between the Contractor and the Client, as well as on all of them arising or related extra-contractual obligations, Dutch law applies. In some cases, disputes will only be submitted to the competent judge of the court Gelderland.