

# GENERAL CONDITIONS

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Incentive Europe is a trade name of Incentive Holland Business Events BV

## 1. DEFINITIONS

- a) Incentive Europe is the user of these general conditions and is referred to as IH.
- b) The client refers to the (potential) party entering into the contract with IH.
- c) The contract applies to the order confirmation drawn up by IH and signed by the client as being correct.
- d) The package refers to the total arrangement of IH activities carried out for the client in accordance with the contract.
- e) Unless otherwise stated, the price refers to the total price specified in the contract for the component parts from which the package is created.

## 2. APPLICABILITY

- a) These general conditions apply to all offers, quotations and contracts between IE and the client, with full and express exclusion of all other conditions on the part of the client.
- b) Deviations from these conditions, including appropriate explanation of other conditions, are only valid if confirmed in writing by IH.

## 3. METHOD OF WORKING

- a) The introductory meeting with IH is always without obligation and free of charge.
- b) In the first IH quotation, a general specification of the costs of the package is given. Unless otherwise agreed beforehand, there are no costs attached to this quotation.
- c) Should the client require one or more detailed quotations, IH will charge him for each of these quotations the amount stated in the first quotation. Should parties enter into a contract, then the costs of the quotation, which forms the basis of the contract, will not be charged unless agreed beforehand in writing.
- d) If changes to previously submitted quotations oblige IH to carry out extra work, then IH will be entitled to charge time (which may be confirmed) at an hourly rate.
- e) If the client agrees to the quotation, IH shall, after all further details and changes have been processed, confirm such in an order confirmation, which shall then be signed as correct by the client.

## 4. PRICE

- a) Unless otherwise stated, the price and prices of the parts of the package referred to in the contract shall be inclusive of VAT. The price and prices are based on the cost prices applying at the time of the quotation. Should these cost prices increase through increases in exchange rates, insurance premiums, transport costs, salaries and the costs of third parties brought in by IH etc., IH is entitled to pass these increases on to the client in the price and prices.
- b) The price shall be shown in the order confirmation or, if this is not possible, then determined at a later date on the basis of the package described both in the contract and in any correspondence which may have been exchanged between the parties at a later date.

Should the price be determined after the date of the order confirmation, then said price shall be recorded in writing.

- c) The client shall inform IH of the number of participants, to within a 10% margin, at least 14 days before the date of the package. Should the number of participants be 10% more or less than the number given in the order confirmation, then IH shall retain the right to adjust the price accordingly.
- d) The client must inform IH of the definite number of participants 7 days before the package at the latest. Should that number be greater than the number given in relation to article 4c, then the price will be raised to cover the extra costs that this will incur for IH.
- e) The price of drinks will be shown as estimates in the contract. Drinks will be charged on the basis of actual consumption, unless agreed previously in writing.

## 5. PAYMENT

In order to commit to our executive suppliers, including accommodation suppliers, transportation companies etc., IH is to submit to the payment and cancellation conditions of the supplier. Consequently the following payment conditions apply:

- a) 40% of the total price stated in the offer is to be paid upon acceptance of the offer;
- b) 70% of the total price is to be paid no later than 12 weeks prior to commencement of the package arrangement;
- c) 100% of the total price is to be paid no later than 4 weeks prior to commencement of the package arrangement;
- d) After completion of the package arrangement, IH will send the client a final invoice, if applicable, which must be paid within 14 days after the invoice date.
- e) Payments must be effected by the method indicated by organizer without right to discount, settlement or deferment.
- f) If unforeseen expenses arise during the execution of the package arrangement, they will only be incurred following consultation with the client, with the exception of emergencies. These expenses will be paid by the client on the spot or at a later date following receipt of an invoice.

## 6. CHANGES TO THE PACKAGE ARRANGEMENT

If IH shall make changes to (parts of) the package arrangement during its execution at the client's request, then no extra charge will be made where possible. However extra costs incurred as a result of such changes by third parties who, having been commissioned by IH, are responsible for the execution of (a part of) the package arrangement will be charged.

## 7. LIABILITY

- a) IH shall not be held liable for damage to and/or loss of the property of participants on the package arrangement, or for injury to or death of the participants, regardless of cause or nature excepting gross negligence on the part of IH.
- b) IH shall not be held responsible for damage, regardless of cause or nature, done to (the property of) third parties by the client or participants in the package arrangement.
- c) Should the client and/or (a) participant(s) in the package arrangement not follow IH instructions or those instructions given by third parties commissioned by IH to carry out the arrangement, such that the arrangement cannot be carried out as planned, then IH shall not be held responsible for the resultant damage, regardless of nature.

- d) Should IH fail to meet the terms of the contract, and this is exclusively or primarily caused by the failure of third parties commissioned by IH to carry out the package, then IH shall never be held liable for more than 15% of the price.
- e) All liability of IH, regardless of nature and or reason, shall lapse if the client does not declare IH liable in writing within 5 days of the end of the arrangement.

## 8. FORCE MAJEUR

- a) Force majeure refers to circumstances which obstruct execution of the contract and which are not attributable to IH. These include (among others): strikes in companies other than IH, traffic hindrances, (general) transport problems and technical difficulties of whatever nature.
- b) IH also reserves the right to refer to force majeure if the circumstance which prevents execution of the contract occurs after IH should have executed the contract.
- c) In cases of force majeure, IH is entitled to defer execution of the contract. Should the period of force majeure last longer than 60 days, both parties are entitled to rescind the contract without liability for damages.
- d) Should the force majeure occur after IH has executed the contract in part, then IH is entitled to invoice the client for that part and the client must settle this invoice in compliance with article 5e.

## 9. DEFAULT

- a) If any of the payment periods as shown in article 5 are exceeded, the client shall be in default and shall be liable to pay interest over the amount payable at a rate of 2% per month for the first month for which he is in default and 1% per month over the following months or part thereof, up to the day on which the total sum is paid.
- b) Without prejudice to that stated in the previous section of this article, in the case of the client being in default as stated in the previous section, the organizer shall have the right to rescind the contract or have it rescinded and shall be entitled to full remuneration of any damages, such that the costs of restitution are determined extra judicially at 15% of the amount owing, with a minimum of EURO 250,-
- c) If the client is in default as described in article 9a, the organizer shall be entitled to cancel the package arrangement, including all preparatory activities

## 10. RESCISSION

IH reserves the right to terminate the contract with the client immediately and without legal intervention if:

- after conclusion of the contract, circumstances come to the attention of IH which give IH grounds to fear that the client will not fulfil his obligations;
- if, during the conclusion of the contract, IH has asked the client to provide security for its execution and this security fails to materialize or is insufficient;
- the client is put into the hands of an administrator, applies for suspension of payment, is declared bankrupt or decides to liquidate or cease trading. In the above cases, all claims by IH against the client are claimable immediately.

## 11. CANCELLATION

- a) Should the client cancel the package wholly or in part, or should the number of participants be more than 10% fewer than given in the order conformation, he shall pay IH cancellation costs amounting to 12% of the difference between the budgeted price minus the 10% free margin and the price of the actual number of participants, this without prejudice to article 11d.
- b) The costs of cancellation, concerning products and services purchased by IH, shall be as follows:
  - i. cancellation more than 4 months prior to execution: 25% of the price as set according to article 4b.
  - ii. cancellation from 4 to 2 months prior to execution: 50% of the price as set in article 4b.
  - iii. cancellation from 2 months to 14 days prior to execution: 75% of the price as set in article 4b.
  - iv. cancellation within 14 days prior to departure: 100% of the price as set in article 4c.
- c) In the case of cancellation of the entertainment, the costs shall be according to the conditions set down by VECTA (10% after supplying the order).
- d) In the case of partial cancellation, regardless of when this occurs, IH shall be entitled to charge the client for all costs and damage suffered by third parties as a result of the partial cancellation, and other actual damage and costs, without prejudice to article 11a. Partial cancellation shall, in every case, refer to each reduction in the number of participants as compared with the number given in the order confirmation.

## 12. GENERAL CONDITIONS OF THIRD PARTIES

In addition to the general conditions of IH, and as long as they do not conflict with IH general conditions, the following conditions shall also apply:

- 1983 General Conditions of the Dutch Hotel and Restaurant Federation;
- Conditions of Performing Artists (VECTA);
- F.N.O.P. Conditions.

If other conditions shall apply, then these will be made known beforehand.

## 13. EVENTS INSURANCE

If desired, IH can arrange for events insurance. This insurance shall cover the cancellation or non-continuation of the event as a result of causes such as described in the conditions of the insurer. These conditions can be supplied upon request.

## 14. APPLICABLE LAW

Dutch law alone shall apply to every contract. Disputes arising from a contract shall, in the first instance, be settled by the law court in Utrecht, should that court be authorized to do so.

## 15. CHANGES TO THE CONDITIONS

IH is authorized to make changes to these conditions. These changes shall take effect at the announced time of commencement. Should no time of commencement be stated, changes relating to the client shall become effective as soon as he is informed of the changes.