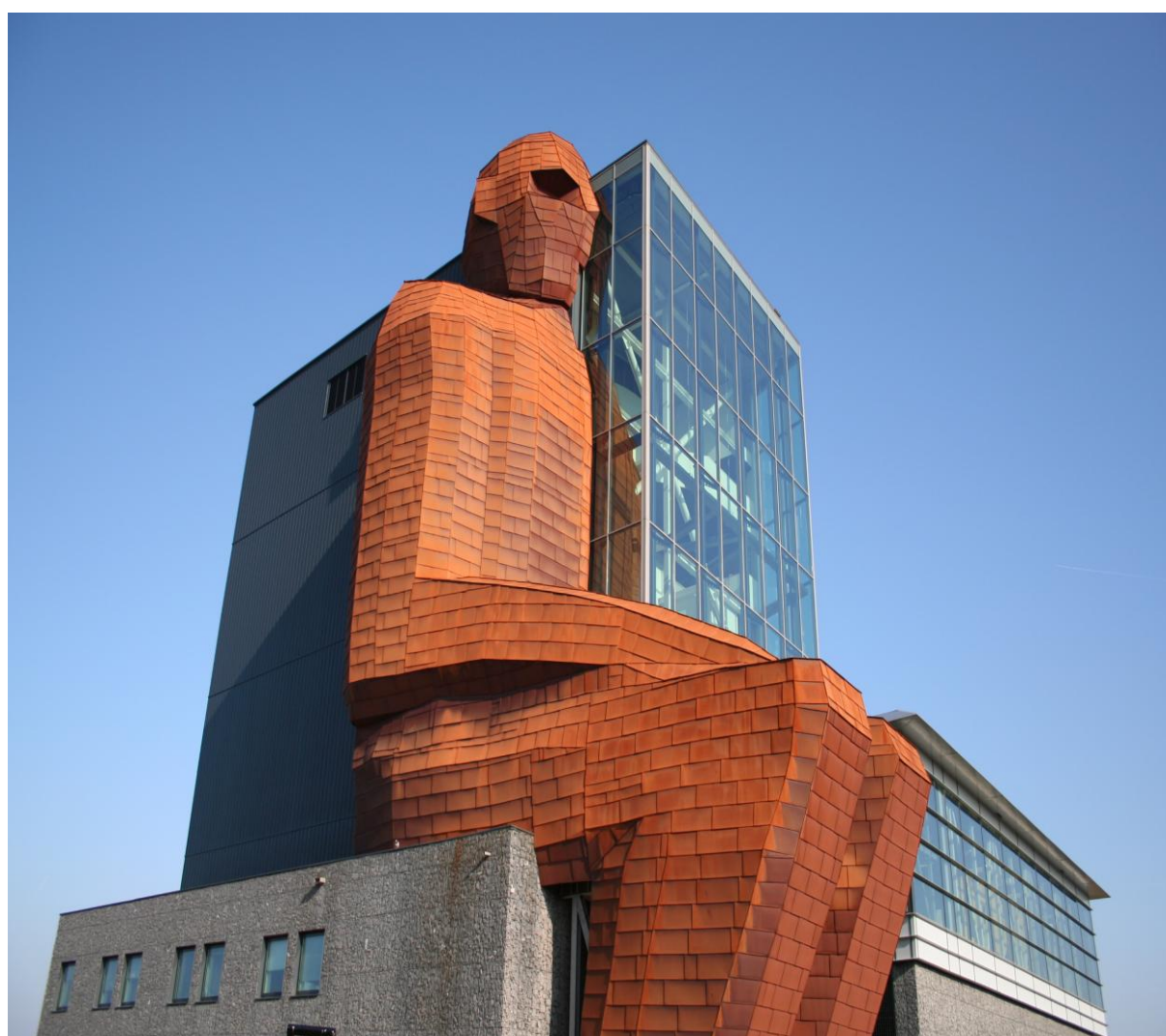




***The General Conditions of CORPUS Experience Beheer BV
CORPUS Congress Centre***



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Chapter 1 Introduction

1.1 Definitions

Below are the definitions used in these General Conditions of CORPUS Experience Beheer BV, CORPUS Congress Centre, hereinafter referred to as the CCC, and what they are taken to mean:

1.2 CORPUS Congress Centre

CORPUS Experience Beheer BV organises conferences and related activities in the broadest sense of the word on behalf of clients. Key services include renting and facilitating the available rooms, providing audiovisual means directly or otherwise, organising events, conferences, seminars, meetings and private as well as corporate parties independently or in association with third parties.

1.3 Client

The client is the natural or legal entity that has signed a contract with the CCC. The client is (usually) represented by a person whom the CCC expects to have been authorised to represent or act on behalf of the client. The client or representative shall report deviations in writing to the CCC.

1.4 Visitors - Guests

The natural or legal entity using the CCC and the services referred to in the agreement upon the client's request.

1.5 Agreement

That which the CCC and the client have agreed upon as regards services delivered at the price which the client has accepted and agreed to pay. Communicated messages may also refer to *confirmation*, *agreed offer* or *booking*.

1.6 Booking value and guaranteed turnover

The expected total turnover including provisional sums and taxes. The guaranteed turnover involves the client's written declaration confirming that according to the agreement a certain turnover shall be realised. The booking value is the total offer, including catering services and services rendered by third parties.

1.7 Cancellation

Cancellation is taken to mean the client's written message to the CCC informing the latter that one or some of the agreed services shall not be used (in their entirety). Cancellation also means the CCC's written message to the client informing the latter that one or some of the agreed services shall not be provided (in their entirety).

1.8 No show

No show means the client has failed to use the agreed services without cancelling the agreements made.

1.9 Goods

All goods including third parties' goods, money and valuable papers.

Chapter 2 Applicability

2.1

The CCC's General Conditions, with the exclusion of all other general conditions, shall apply to the formation and contents of the agreement and all offers concerning the formation of the agreement. If other general conditions are applicable nevertheless, then the CCC's General Conditions shall prevail in the event of any conflict.

2.2

One may only deviate from the CCC's General Conditions provided such has been agreed upon and shall depend on each individual case.

2.3

The CCC's General Conditions are also intended for all natural and legal entities which the CCC engages or has engaged upon signing the agreement and also for utilising the CCC.

2.4

If the CCC's General Conditions have been declared judicially applicable, by signing the agreement, then the latest valid version of these General Conditions shall be expected to apply for all new agreements between the same parties, unless agreed otherwise.

Chapter 3 Formation

3.1

The CCC may decide not to sign the agreement at all times and regardless of the reason involved, such notwithstanding refusal due to one or several reasons as referred to in Article 429 of the Penal Code concerning discrimination.

3.2

The CCC's offers stated in the quote/agreement and to which the CCC commits orally are subject to confirmation and to the "while stocks/capacity last" principle. If the CCC revokes this reservation within a reasonable time given the circumstances and after the client's acceptance, then the intended agreement shall be deemed to be non-existent.

3.3

If and whenever the CCC has granted the client a right of option, this right cannot be revoked, unless and insofar another potential client makes the CCC an offer requesting the CCC to sign the agreement. The CCC is to inform the option holder and the option holder must inform the CCC as to whether he does or does not wish to use the right of option. If the client/option holder, within 24 hours from the CCC's request to confirm, fails to inform the CCC as to whether he wishes to use the right of option, then this right shall expire. The right of option can only be granted in writing.

3.4

Agreements which intermediaries enter into on behalf of clients, in the name of their relations or otherwise, are considered to be concluded at the expense and risk of these intermediaries as well. The CCC is not indebted commission to the intermediaries, unless agreed otherwise in writing. The full or partial payment of the indebted sum by the client or representative shall discharge intermediaries to the same extent.

3.5

In order to accept the agreement the client, his representative or intermediary shall send the CCC a signed offer or reservation. Oral confirmation is legally valid and is interpreted as such if the CCC does not (yet) hold a written confirmation. Depending on the confirmation date prior to the event, a down payment shall be requested of 15 to 65% of the booking value. The down payment is to be made within no more than 10 working days or 14 days.

Chapter 4 General obligations

4.1

The obligations referred to in this article also apply to the CCC. All obligations that follow from the CCC's specific character and the nature of the intended activities are described in the articles below.

4.2

If a special regulation deviates from a general stipulation, then the special laid-down regulation in the agreement shall prevail at all times.

4.3

The CCC, notwithstanding the provision contained in the articles below and by virtue of the agreement, shall render services on the agreed times in the manner as is customary to the CCC.

4.4

The obligation referred to in the previous article shall not apply in the following cases:

- a) In the event of force majeure on the part of the CCC. Thus the shortcoming must not follow from the CCC's fault, pursuant to the law, legal act or generally accepted practice.
- b) If the client or the client's representative fails to appear or is more than one hour late.
- c) If the client fails to pay the intended deposit or fails to do so on time.
- d) If the client, despite urgent request, fails to issue a turnover guarantee on time.
- e) If the client or the client's representative fails to (fully) meet the obligations that follow from the agreement.

4.5

The CCC is not obliged to retain or take receipt of property of the client or his guests. If the CCC has agreed to retain or take receipt of property in writing, then the CCC shall protect the property with due care.

4.6

The CCC is not obliged to admit the pets of clients or their guests, with the exception of service dogs. The CCC may attach special conditions to admission.

Chapter 5 Cancellations and alterations

5.1

The client does not have the right to cancel the agreement, unless at the same time he irrevocably offers to pay the agreed amounts referred to below. Every cancellation is expected to include this offer, including partial cancellations. This offer shall be considered to have been accepted if the CCC does not dismiss the offer in writing. Cancellations must be clearly communicated in writing stating the date. The client shall not derive rights from oral cancellations.

The cancellation periods for the entire agreement or part thereof are as follows:

- a) In the event of cancellation more than 6 months prior to the date on which the first service was supposed to be delivered by virtue of the agreement concerned, the client shall not be obliged to compensate the CCC.
- b) In the event of cancellation more than 3 months prior to the date concerned the client shall pay the CCC 10% of the booking value.
- c) In the event of cancellation more than 2 months prior to the date concerned the client shall pay the CCC 15% of the booking value.
- d) In the event of cancellation more than 1 month prior to the date concerned the client shall pay the CCC 35% of the booking value.
- e) In the event of cancellation more than 14 days prior to the date concerned the client shall pay the CCC 60% of the booking value.
- f) In the event of cancellation more than 7 days prior to the date concerned the client shall pay the CCC 85% of the booking value.
- g) In the event of cancellation at least 7 days prior to the date concerned the client shall pay the CCC the entire booking value (100%).

5.2

In the event of a so-called “no show” the client shall in all cases be obliged to pay the value of the agreement or the booking value.

5.3

The client shall pay the CCC the full amounts which the CCC is indebted to third parties for the cancelled event, unless the CCC acted unreasonably in undertaking a commitment.

5.4

Within 10 working days or 14 days prior to the event the CCC must receive from the client, his representative or intermediary, the guaranteed number of visitors. Within the aforementioned 10 working days the client may change this guaranteed number by no more than 10% without additional costs being charged. If the guaranteed number of visitors or guests is changed within 5 working days prior to the event then the full agreed costs shall be passed on.

5.5

In cases of force majeure (circumstances beyond one’s control) the CCC shall retain the right to terminate the agreement without holding the client liable. Force majeure is also taken to mean:

- War
- Riots
- Strikes and discontinued supply of the required materials
- If a situation presents itself as a result of which the CCC is likely to suffer considerable damage (to its image) due to the event.

5.6

The CCC has the right to assign the client a location or space(s) other than those previously agreed upon. The CCC, due to this change, must allow for the event to continue based on the booked numbers and facilities agreed upon.

If necessary, the alternative location or spaces(s) may also be outside the CCC.

Chapter 6 Deposits and payments

6.1

The CCC may at all times request the client to pay a deposit worth no more than the booking value less any previous early payments or down payments. Deposits paid shall be properly administered, are meant exclusively to provide certainty and are explicitly not to be considered as turnover achieved.

6.2

The client shall be indebted the price determined in the agreement, plus any provisional sums and/or, insofar the agreement was signed at least three months prior to the date on which the services agreed upon in the agreement must be rendered, the prices that prevail on the date on which the service(s) is/are to be delivered. Changes in the VAT rate shall be passed on to the client at all times.

The client may demand extra compensation for using additional services such as the checkroom, car park, telephone and Internet connections and audiovisual equipment, even if these services were not included in the agreement and yet they were used by the client or his representative while using the CCC.

6.3

All invoices, including invoices for cancellations and “no show”, shall be indebted by the client once they have been presented to him, taking a payment term (10 working days or 14 days) into account. If agreed upon then the CCC may demand cash and/or advance payment. If an invoice represents less than € 150 then the CCC shall have the right to charge administrative costs worth € 15. If an invoice is sent then the CCC may charge a 2% prompt payment discount off the invoice sum, which will expire if the client pays the invoice within 10 working days or 14 days. All invoices shall be paid in euro, unless agreed otherwise. The CCC is obliged to attach conditions to certain payments such as credit card payments, PIN (cash machine) transactions and cash payments.

6.4

The client, or his representative, is jointly and severally liable for all amounts which one of them or both of them are indebted to the CCC for whatever reason. Neither of them may revoke any benefit of discussion. The agreement, barring other clauses, is considered to be signed also on behalf of every representative. By appearing the representative communicates that he is authorised to represent to client upon concluding the agreement concerned.

6.5

As long as the client fails to meet (all) obligations towards the CCC, the latter shall have the right to retain all goods which the client has brought into the CCC, until the client has met these obligations. In addition to the right of retention and if appropriate, the CCC shall have the right of pledge for the goods in question. If the client remains in default for three months, then the CCC shall have the right to sell these goods in public or privately and recover the costs from the items sold. Costs incurred for selling these items shall be passed on to the client. The costs that remain after the CCC has recovered expenses shall be paid out to the client.

6.6

If and insofar payments have not been made on time then the client shall be in default without notice of default being required. If such is the case then the client shall pay all costs indebted on the collection date, both in and out of court. The extrajudicial costs are set on at least 15% of the indebted main sum with a minimum of € 150 plus the indebted VAT. If the client fails to pay the indebted sums on time then the client shall be indebted a 2% interest every month plus any collection charges, whereby each part of a month is considered to be a full month.

Chapter 7 Liability and responsibility

7.1

Should the client or his guests in any manner suffer damage while visiting the CCC, then this damage must be reported prior to departure to the contact person at the CCC. The CCC shall never compensate for damage that is reported afterwards. The CCC shall in no manner be held liable for damage which visitors suffered in general unless this damage was the direct consequence of the intentional act or gross negligence by the CCC or one of its employees. For items offered to the CCC for safekeeping the CCC shall be held liable to no more than € 1,000. Exclusion from liability does not apply insofar the CCC is covered for this risk and thus receives compensation by virtue of the underlying policy or from third parties otherwise.

7.2

The client shall be liable at all times for his staff, representative(s) and guests. This liability applies inside the building, on the surrounding areas and in the direct vicinity. The CCC expects clients to be sufficiently covered against liability. If the client's representatives, staff and/or guests have special needs or (physical) restrictions then the client shall take appropriate measures for these visitors at his own expense. Measures might include logistics processes such as evacuation in cases of emergency.

7.3

The CCC is responsible for arranging all permits required for utilising the CCC and the building. Safety measures must be seen to in accordance with the existing (fire department) requirements. The CCC is responsible for keeping escape routes accessible and also for coordinating matters and evacuation in cases of emergency. The CCC's evacuation plan which the authorities have approved of is available for clients to inspect.

7.4

For the intended event and related activities the client shall be responsible for obtaining all permits, exemptions, permissions and such required, with the exception of the permit which the CCC holds pursuant to the Environmental Management Act and the Environmental Permit, required by virtue of the prevailing laws and regulations, on the understanding that the contracted party shall submit the application to the institution(s) concerned at the client's expense and risk.

Chapter 8 General stipulations

8.1

The CCC, if necessary after consulting the competent authority on the site, shall have the right to terminate the agreement due to well-founded fear of disorderly conduct. If the CCC uses this authority then the CCC shall not be obliged to pay compensation.

8.2

The CCC may decide not to render services or discontinue services at any moment if the client or his guests fail to observe the general standards and values. For instance, the CCC may set requirements to the appearance and behaviour of clients or their guests.

8.3

Client and their guests shall access the building, car parks and all available areas of CORPUS and the CCC at their own risk. For safety reasons in general visitors may not access areas known as staff areas or technical areas. The CCC shall not be held liable for any damage which clients or their guests might suffer or damage caused to their belongings. If clients, prior to, during or subsequent to the event visit the 'journey through the human body', then clients agree that they are familiar with the conditions that prevail for making the 'journey through of the human body'.

8.4

Clients, their representatives and guests may not carry weapons or any dangerous objects with them; such according to the opinion of the CCC's staff. Using narcotics or the so-called psychotropic substances is prohibited inside CORPUS and the CCC. It is not allowed to smoke in the building. Smoking is allowed in the designated areas only.

8.5

Cleaning costs are included in the rent paid for rooms and other areas. If, due to the character of the meeting or event, additional cleaning activities are deemed to be necessary, such to be determined by the CCC, then the related costs shall be charged on to the client.

8.6

If the client, his representative and/or intermediary uses any furnishings or decorations at the CCC then they shall not use semi-permanent means of attachment such as tape, nails, screws or pushpins. Special tape such as Blu-Tack can be used alternatively. After use the CCC rooms must be delivered in the same condition they were in prior to use. Rooms will be fitted up and delivered after use in deliberation with the CCC's manager or member of staff concerned. If damage is established (afterwards), then the CCC shall complete a claim form, and recover the damage from the client.

8.7

All offers in the agreement are shown in Euro and they are exclusive of Dutch VAT, unless explicitly agreed or mentioned otherwise.

8.8

If time can be made available, then the CCC can construct areas prior to the event. The standard construction time is one hour and a half (90 minutes), while standard dismantling time is one hour (60 minutes). If the client wishes to have more time and believes more time is necessary, additional costs shall be charged. The rates concerned depend on the day (part of a day) preferred and whether it is available.

8.9

The client has may use the CCC's parking facilities, for which the CCC shall charge pre-agreed prices that are referred to in the agreement. These prices may deviate from the standard rate applied for different parking options. The client and his guests shall park vehicles at their own risk. The CCC shall in no manner be held liable for damage, loss and/or theft of vehicles or any related items.

8.10

If the client or his representative wishes to have live music or background music while being at the CCC, then the client shall inform Buma/Stemra, which is the Dutch Performance Rights Organisation. Any obligatory compensation for purchasing the rights involved shall be paid by the client.

8.11

The client, without the CCC's emphatic and written permission, may not advertise the name, logo, etc of CORPUS Experience Beheer BV. Also, the client may not violate the intellectual property rights of CORPUS Experience Beheer BV in any manner.

8.12

All offers and agreements are governed by Netherlands law and only a Dutch judge is deemed to be competent. In all cases not provided for by the CCC's General Conditions, the CCC shall take an appropriate decision. If a translation of these General Conditions is used, then the Dutch version shall be the binding version.