



Terms and Conditions of CORPUS Exploitatie B.V. CORPUS Congress Centre

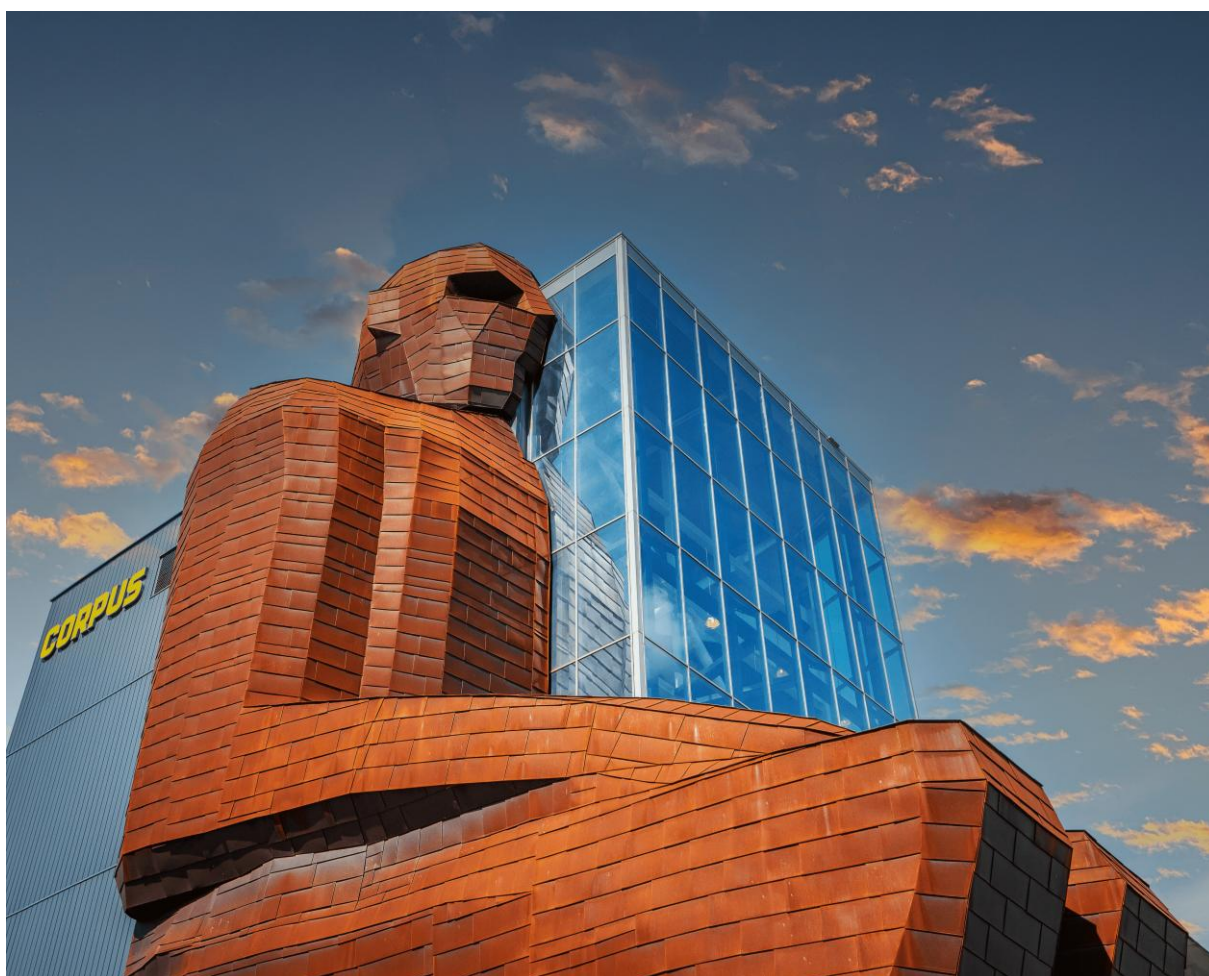


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Chapter 1 Introduction

1.1 Definitions

In these General Terms and Conditions of CORPUS Exploitatie BV, CORPUS Congress Centre, hereinafter referred to as CCC, the following terms shall have the following meanings:

1.2 CORPUS Congress Centre

CORPUS Exploitatie BV, which is engaged in providing services to clients in the field of conference activities in the broadest sense. Its main activities include renting out and facilitating the available rooms; providing audio/visual support, whether through third parties; and catering for events, conferences, seminars, gatherings, meetings, and (festive) parties, whether through third parties.

1.3 Client

The natural or legal person who has entered into an agreement with the CCC. The client is (usually) represented by a representative. The CCC assumes that this representative is authorized and permitted to act on behalf of the client. Any deviation from this must be notified in writing to the CCC by the client or representative.

1.4 Visitors - Guests

The natural or legal person who, at the Client's invitation, makes use of the CCC and the services agreed upon in the agreement.

1.5 Agreement

The agreed terms between the CCC and the client regarding the services to be provided in exchange for a price to be paid by the client and agreed upon. In communications, the terms "confirmation," "approved quote," or "reservation" may also be used.

1.6 Reservation Value and Revenue warranty

The total projected revenue of the agreement, including estimated items and taxes. A revenue warranty refers to a written statement from the client that a certain amount of revenue will be generated in relation to the agreement. Reservation value refers to the total offering, including catering and services provided by third parties.

1.7 Cancellation

A written notification from the client to the CCC stating that one or more of the agreed-upon services will not be utilized, either in whole or in part. Conversely, a written notification from the CCC to the client stating that one or more of the agreed-upon services will not be provided, either in whole or in part.

1.8 No-show

The client's failure to use the agreed-upon services without prior cancellation.

1.9 Goods

All goods, including goods from third parties, currency, and negotiable instruments.

Chapter 2 Applicability

2.1

The CCC General Terms and Conditions apply to the exclusion of all other general terms and conditions, to the formation and content of the agreement as well as to all offers regarding the



formation of the agreement. If other general terms and conditions do apply in addition, the CCC General Terms and Conditions shall prevail in the event of any conflict.

2.2

Deviations from the CCC GTC are only possible if agreed in writing and will be assessed on a case-by-case basis.

2.3

The CCC Terms and Conditions also apply to all natural and legal persons that the CCC uses or has used in connection with the conclusion of the agreement and the operation of the CCC.

2.4

Once the CCC Terms and Conditions have been declared legally applicable by signing the agreement, the most recent version of the CCC Terms and Conditions shall be deemed applicable to all subsequent agreements between the same parties, unless otherwise agreed.

Chapter 3 Conclusion

3.1

The CCC may refuse to enter into the agreement at any time and for any reason. This provision is subject to refusal on the grounds of one or more of the reasons specified in Article 429 of the Criminal Code regarding discrimination.

3.2

All offers made by the CCC in the quotation/agreement and verbally committed are non-binding and subject to the reservation “while supplies and/or capacity last.” If the CCC invokes this reservation within a reasonable period to be determined by the circumstances following acceptance by the client, the intended agreement shall be deemed not to have been concluded.

3.3

If the CCC has granted the client an option right, this right cannot be revoked, except to the extent that another potential client makes an offer to the CCC to enter into an agreement. The option holder must be notified by the CCC of this offer, after which the option holder must indicate whether they wish to exercise the option right. If the client/option holder does not indicate within 24 hours of being contacted by the CCC that they wish to exercise the option right, this right shall lapse. The option right may only be granted in writing.

3.4

Agreements entered into on behalf of a client by an intermediary, whether in the name of their client(s), are deemed to have been concluded at the expense and risk of said intermediaries. CCC owes no commission or fee, however named, to intermediaries, unless otherwise agreed in writing. Full or partial payment of the amount due by the client or the client's representative shall release the intermediary to the same extent.

3.5

Acceptance of the agreement is effected by means of a confirmation to the CCC by the client, the client's representative, or the intermediary by signing the quotation or reservation. A verbal confirmation is legally valid and shall be interpreted as such even if a written confirmation is not (yet) in the CCC's possession. Depending on the timing of the confirmation prior to the event, a deposit of 15–65% of the reservation value is required. The payment term for the deposit is a maximum of 10 business days or 14 days.



Chapter 4 General obligations

4.1

The obligations set forth in this clause apply to the CCC. All obligations arising from the special nature of the CCC and the nature of the services to be provided are set forth in the following clause.

4.2

If a special provision deviates from a general provision, the special provision set forth in the agreement shall apply.

4.3

Subject to the provisions of the following clauses, the CCC is obligated under the agreement to provide the agreed-upon services on the agreed-upon dates and times in a manner customary for the CCC.

4.4

The obligation referred to in the preceding clause does not apply if:

- a) In the event of force majeure on the part of the CCC. The failure must therefore not be attributable to its fault, under the law, a legal act, or generally accepted commercial practices.
- b) If the client or their representative fails to appear or arrives more than one hour late
- c) If the client has not paid the deposit or security deposit or has not paid it on time.
- d) If the client fails to provide a revenue warranty in a timely manner despite an urgent request.
- e) If the client or their representative fails to fulfill, or fails to fully fulfill, the obligations they have toward the CCC under the agreement.

4.5

The CCC is not obligated to take any property of the client or their guests into custody or receipt. If the CCC has included the receipt or custody of goods in the agreement, the CCC must take care of the property as a “prudent person” would.

4.6

The CCC is under no obligation to admit any pets belonging to the client or their guests, except for so called service dogs. The CCC may impose special conditions on admission.

Chapter 5 Cancellations and changes

5.1 Cancellation by the Client

The Client may cancel the Agreement under the following conditions:

- **More than 3 months before the event:** cancellation is free of charge, except for the deposit.
- **Between 3 and 2 months before the event:** 35% of the total reservation value.
- **Between 2 and 1 month before the event:** 60% of the total reservation value.
- **Within 30 days prior to the event:** 85% of the total reservation value.
- **Within 14 days prior to the event:** 100% of the total reservation value.

The deposit already paid as referred to in clause 3.5 will be offset against the cancellation fee due under this clause. If the deposit exceeds the cancellation costs, the excess amount will be refunded to



the Client. If the deposit is less than the cancellation costs, the remaining amount is still owed by the Client.

Cancellations must be submitted **in writing and dated**. Verbal cancellations are not valid.

5.2 No-show

In the event of a no-show, the Client is obligated to pay **100% of the reservation value**.

5.3 Third-Party costs

All costs that the CCC has already incurred or reasonably had to incur in connection with the canceled event will be fully charged to the Client, to the extent that such costs exceed the amount of the cancellation fees.

5.4 Changes in numbers

- A change and/or a revised number of guests to less than 75% of the originally specified number of guests will be regarded by CCC as a partial cancellation and will be settled in accordance with the provisions of clause 5.1 of these terms and conditions. In that case, CCC will issue a credit as stated in the quotation, order confirmation, and/or the terms and conditions. This provision also applies to changes made by the Client prior to the day of the event.
- The Client must provide the number of guests no later than **14 days before the event**.
- Until **7 days prior to the event**, the number of guests may be reduced by up to **10%** at no additional cost.
- If more guests are present than the originally specified number, the costs for these additional guests will be charged to the Client. CCC is not obliged to accept these additional guests.

5.5 Force Majeure

In the event of force majeure (such as war, riots, strikes, or pandemics), the CCC may terminate the Agreement at no cost or offer an alternative date. The Client may not hold the CCC liable or in this regard.

5.6 Change of location

The CCC reserves the right, if necessary, to designate an alternative location that is equivalent to the original arrangements, so that the event can proceed.

Chapter 6 Deposits and payments

6.1

The CCC may at any time require the client to deposit a security deposit in an amount not exceeding the reservation value, minus any interim payments or down payments already made. Security deposits received are properly administered, serve exclusively as security for the CCC, and expressly do not count as revenue already realized.

6.2

The client is liable for the price specified in the agreement, plus any provisional items, or, to the extent that the agreement was concluded more than three months prior to the date on which the services to be performed under the agreement are to be rendered, the prices in effect at the time the service(s) is (are) to be delivered. Changes in the VAT rate will be always passed on to the client.

The client may be charged an additional fee for the use of ancillary services such as cloakroom, parking, telephone and internet lines, and other audiovisual equipment. This applies even if these



services are not included in the agreement but are used by the client or their representative on the day of use of the CCC.

6.3

All invoices, including those relating to cancellations or “no-shows,” are due and payable by the client upon presentation, subject to a payment term of 10 business days or 14 days. If so agreed, the CCC may require cash or advance payment. If an invoice amounts to less than €150.00, the CCC may charge an administrative fee of €15.00. If an invoice is sent, the CCC is authorized to charge a credit restriction surcharge of 2% of the invoice amount, which is waived if the client pays the invoice within 10 business days or 14 days. Invoicing and payment are made in euros unless otherwise agreed. The CCC is entitled to impose conditions on payments such as credit card payments, debit card transactions, or cash payments.

6.4

The client, or its representative, is jointly and severally liable for all amounts owed to the CCC by any one of them or all of them for any reason whatsoever. None of them may invoke any right of set-off. Unless otherwise stipulated, the agreement is deemed to have been concluded on behalf of each representative as well. By appearing, the representative indicates that they are authorized to represent the client in concluding the relevant agreement.

6.5

If the client has not fulfilled or has not fully fulfilled its obligations toward the CCC, the CCC is entitled to take possession of and retain all goods brought into the CCC by the client. This applies until the client has fulfilled all its obligations. In addition to a right of retention, the CCC is entitled to a right of pledge regarding the relevant goods where applicable. If the client remains in default for a period of three months, the CCC is entitled to sell these goods publicly or privately and to recover its costs from the proceeds thereof. The costs related to the sale are also borne by the client. Any amount remaining after the CCC has recovered its costs will be paid to the client.

6.6

If and to the extent that timely payment is not made, the client shall be in default without any notice of default being required. If this is the case, the client must pay all costs incurred in connection with the collection, both judicial and extrajudicial. Extrajudicial costs are set at a minimum of 15% of the principal amount due, with a minimum of €150.00, all to be increased by the applicable VAT. If payment is not made on time, the client shall owe, in addition to any collection costs, interest of 2% per month, with each partial month being considered a full month.

Chapter 7 Liability and responsibility

7.1

If the client or their guests have sustained any damage during their visit to the CCC, such damage must be reported to the CCC's contact person prior to departure. Compensation for damage reported after the fact is excluded. The CCC is not liable for damage suffered by visitors in general unless the damage is the direct result of intent or gross negligence on the part of the CCC or one of its employees. For goods left in storage, the maximum liability is €1,000. The exclusion of liability does not apply to the extent that the CCC is insured against this risk and therefore receives compensation from the underlying policy or from third parties in any other way.

7.2



The client is always responsible for its own employees, representative(s), and guests. This responsibility applies both within the building and on the surrounding grounds and in the immediate vicinity. The CCC assumes that the client has adequate liability insurance. If the client's representatives, employees, and/or guests have special needs or (physical) limitations, adequate provisions must be made by and at the expense of the client for the safety of these visitors. Measures may, for example, relate to logistical processes such as an evacuation in case of an emergency.

7.3

The CCC is responsible for ensuring that all necessary permits for the operation of the CCC and the building are in order. Safety facilities must be in order and maintained in accordance with (fire department) requirements. The CCC is also responsible for keeping escape routes clear and for coordinating an evacuation in the event of an emergency. The CCC's evacuation plan, approved by the authorities, is available for review by the client.

7.4

With regard to the event and the related activities it wishes to carry out, the client is responsible for obtaining all necessary permits, exemptions, permissions, and the like, with the exception of the permit granted to the CCC pursuant to the Environmental Management Act and the Environmental Permit, which are required under applicable laws and regulations, provided that the contractor will handle the actual application with the relevant authority(ies) at the client's expense and risk.

Chapter 8 General Provisions

8.1

The CCC is entitled, if necessary, after consultation with the competent local authority, to terminate the agreement due to well-founded fears of a disturbance of public order. If the CCC exercises this authority, the CCC is under no obligation to pay any compensation.

8.2

The CCC is entitled to refrain from providing services or to discontinue them at any time if the client or their guest(s) does not behave in accordance with generally accepted standards and values. The CCC may, among other things, impose requirements regarding the appearance and conduct of the client or their guest(s).

8.3

The client and their guest(s) enter the building, the parking garage, and all other areas of CORPUS and the CCC at their own risk. For safety reasons, visitors are generally not permitted to enter areas designated as staff areas or technical rooms. The CCC is not liable for any damage of any kind caused to persons or the property of the client or their guests. If the client uses the educational attraction, the "Journey Through the Human Body," prior to, during, or following the event, the client hereby declares that they have familiarized themselves with the conditions set forth for participating in the "Journey Through the Human Body."

8.4

The client, their representative, and guests are not permitted to carry weapons or other dangerous objects, as determined by the staff of the CCC. The use of narcotics or so-called psychotropic substances is not permitted within CORPUS and the CCC.

Smoking is not permitted inside the building and is only allowed in the designated outdoor areas.

8.5



All spaces are delivered clean and ready for use. Additional cleaning costs and final cleaning are not included in the rental price of the halls and other spaces. Depending on the nature of the meeting or event, as determined by the CCC, cleaning services during the event and final cleaning will be charged. These costs will be specified in advance in the budget. If, during an event, it becomes apparent that the estimated costs will be exceeded due to excessive soiling, additional costs will be communicated on the day of the event and charged on the final invoice.

8.6

All spaces are delivered by the CCC with chairs arranged in a theater-style or other desired configuration. If a different, “more complex” setup is requested—such as one involving tables and/or other furniture—additional setup and teardown costs will be charged. This will be indicated in advance on the budget or added during the quotation process.

8.7

CCC offers the option, if time can be made available for this, to set up the spaces prior to the event. A setup time of 1.5 hours is standard. A dismantling time of 1 hour is charged as standard. If the client wishes and deems it necessary to use setup or dismantling earlier or longer than the standard, costs will be charged for this. Rates for this depend on the day and/or time of day, as well as availability.

8.8

If the client, their representative, and/or intermediary installs any form of decoration (also referred to as “decor”) in the CCC, no semi-permanent fasteners such as tape, nails, screws, or thumbtacks may be used. Tape specifically designed for this purpose, such as Blu-Tack, may be used. The spaces in the CCC must be returned after use in the same condition as they were found prior to use. “Decorating” of the spaces and handover after use shall take place in consultation with the manager or staff member appointed by the CCC. If any damage is found, even after the fact, the CCC will complete a damage report form. The client will be held liable for the damage caused.

8.9

The client is offered the opportunity to use the parking facilities associated with the CCC. The CCC will apply a pre-agreed rate for this in the agreement. This rate may differ from the standard rate if different parking options are used. Parking by the client and their guests is entirely at their own risk. The CCC is in no way liable for damage, loss, and/or theft relating to vehicles or other means of transport of any kind.

8.10

If the client, or their representative, wishes to use live music as well as background music during the stay, the client is responsible for reporting this to the rights organization Buma/Stemra. Any mandatory fee for the purchase of rights regarding the performance of music is at the client's expense.

8.11

The client is not permitted to use the name, logo, etc., of CORPUS Exploitatie BV for publicity purposes without the express written consent of the CCC. The client is also not permitted to infringe upon the intellectual property rights of CORPUS Exploitatie BV in any way.

8.12

All prices in the agreement are in euros and are listed exclusively of VAT unless explicitly agreed or stated otherwise.

8.13



The offers and agreement are governed exclusively by Dutch law, and a Dutch court has exclusive jurisdiction. In all cases not provided for in the CCC Terms and Conditions, the CCC shall decide. If a translation of these Terms and Conditions is used, the Dutch text shall be binding.

