



## MAISONVANDENBOER

### GENERAL TERMS AND CONDITIONS

Maison van den Boer B.V. (version 2303)

#### Article 1. General

1. Maison van den Boer B.V. (hereinafter referred to as "**Maison**") is located in Veghel (5464 GH) at De Amert 207, and registered with the Chamber of Commerce under number 16033506, and its affiliates.
2. In these General Terms and Conditions (hereinafter referred to as "**T&C**"), the following definitions shall apply:
  - a. **Start Date**: the day on which the Confirmation is sent to Client by Maison;
  - b. **Confirmation**: the Written confirmation by Maison, of a by Client orally approved and/or Written approved Offer;
  - c. **Event**: the catering, party and/or other hospitality-related activity, as further described in the Offer;
  - d. **External Location**: the place and/or building where the Event takes place, and which is made available, leased and/or otherwise arranged by Client independently and/or in Client its own direction;
  - e. **Guest(s)**: a natural person or legal entity, who is present at the Event on behalf of, with and/or through Client, and - at least during the Event - is under the responsibility of Client;
  - f. **Data**: the information, knowledge, data, documents, descriptions, facts and/or circumstances or information - whether or not related to the Client or originating from other parties - that are relevant for the execution of the Agreement and/or that the Client can reasonably assume could be relevant for that purpose, such as - but not limited to - the address of the External Location, (food) allergies, diets, (religious eating and/or drinking) preferences, (im)mobilities;
  - g. **Hospitality Items**: all moveable items required by Maison to perform the work as described in the Offer and/or Confirmation, including but not limited to food and/or beverage items, tableware, kitchen equipment, furniture;
  - h. **Offer (and/or Proposal)**: the offer made in Writing by Maison - in the name of the Client - regarding the Event described therein;
  - i. **Client**: any natural or legal person, who assigns Maison to perform (organizational and/or hospitality)work;
  - j. **Agreement**: the reciprocal agreement (including all arrangements included in the Offer and/or Confirmation), under which Maison undertakes to the Client to perform the assignment described in an Offer and/or Confirmation, and the Client undertakes to pay the price to Maison for it;
  - k. **Written**: in written form, in the sense of "black and white" on paper, as well as communication in writing via electronic and/or digital networks, excluding social media and messaging applications - including but not limited to Facebook, Instagram, SMS and/or WhatsApp.

#### Article 2. Applicability

1. The T&C shall apply to all legal relationships between Maison and Client, including (amended) price indications, Offers, Confirmations, Agreements, invoices, negotiations to that effect, resulting work and/or other actions.
2. The applicability of any other general terms and conditions, including those of the Client, are expressly excluded.
3. All articles of these T&C are also stipulated for the benefit of (and therefore also apply in respect of the Client to): i) third parties engaged by Maison, whether employed or not, in the execution of an Agreement; and ii) the management and board of Maison.
4. If one or more provisions of these T&Cs are invalid, illegal, not binding or unenforceable, the remaining provisions of these T&Cs will continue to apply.
5. Maison will have the right to amend the T&C. If amendments to these "General Terms and Conditions of Maison van den Boer B.V. (hereinafter referred to as "**Amendments T&C**") take effect during the term of an Agreement and the Amendments T&C relate to this Agreement, Maison will announce these Amendments T&C in Writing to the Client at least fifteen (15) days before these Amendments T&C take effect.
6. The T&C are available at [www.maisonvandenboer.com](http://www.maisonvandenboer.com), from which a copy can be downloaded and/or printed. Also, the T&C will be sent upon request.
7. In case of conflict between the English and Dutch versions of these T&C, the Dutch text shall be binding.

#### Article 3. Offer and the Agreement

1. All Offers are non-binding. This means that Maison will have the right to withdraw the Offer in Writing, up to and immediately after the moment the Offer has been accepted by the Client. After such withdrawal of the Offer, the Offer (even after Maison sends the Confirmation to the Client) is therefore not concluded.
2. The Client shall use the Offer, its contents and/or modifications and/or additions to it, solely to evaluate its interest and/or its decision to accept or not accept the Offer.

3. An Offer signed by Client with amendments and/or additions made therein in Writing by Client shall be deemed a new Offer.
4. The Agreement is concluded by sending a Confirmation to the Client, unless the Offer is withdrawn by Maison as described in paragraph 1 of this article. A new Offer will result in an Agreement only if Client approves this new Offer and Maison sends a Confirmation of such new Offer to the Client.
5. No rights can be derived from presentations and/or proposals - including but not limited to price indications, (lists and/or overviews of) ideas, suggestions, options and/or other possibilities (not being a formal Offer).
6. The T&C, the Offer, the Confirmation and invoices always contain all terms and conditions for the Agreement between Maison and Client. Obvious mistakes and/or typo's in the T&C, Offer, Confirmation and/or invoice are excepted and - as a material part of the Agreement - do not come into existence and are therefore not enforceable.
7. In case of discrepancy between the T&C, Offer, Confirmation and/or invoices, they shall prevail in the following order of precedence: 1) the Confirmation, 2) the Offer (of which the latest version in case more than one has been prepared in each case), 3) the T&C and 4) the invoice(s).
8. This Agreement is an obligation to make an effort. By concluding this Agreement, Maison therefore undertakes to:
  - a. observe the care of a good contractor;
  - b. use all reasonable efforts to perform the Agreement with due care and expertise; and
  - c. endeavor to represent the interests of the Client to the best of his knowledge and ability.
9. Maison performs the Agreement in accordance with the legal requirements of food safety. With respect to these legal requirements, Maison has - in exception to paragraph 8 of this article - an obligation of result towards the Client. To avoid misunderstandings: Maison prepares food in an artisanal and open kitchen, therefore the food may contain allergens. Based on the Data that Client provides to Maison, Maison will have a best-efforts obligation to prepare low allergen food.
10. All Agreements shall be deemed to have been solely granted to, and exclusively accepted by, Maison. Even if it is the express or implied intention of the Client, the provisions of Sections 7:404 of the Dutch Civil Code (execution of assignments by a specific person) and 7:407(2) of the Dutch Civil Code (joint and several liability if an assignment is given to two (2) or more persons) are expressly excluded.
11. The performance of the Agreement shall be exclusively for the benefit of the Client. Maison performs the work - as described in the Offer - entirely at its own discretion - and therefore never under the control, supervision or direction of Client.

#### Article 4. Providing Data and engaging third parties

1. Client shall make all Data available to Maison in a timely and proper manner, even if Maison has not explicitly requested such Data. In doing so, Client guarantees the accuracy, completeness and reliability of the Data provided to Maison. Client is always responsible to provide Maison with all necessary Data regarding allergens and the (number of) Guests involved. At the Client's Written request, Maison will provide information about any allergens present in the food to be prepared. The providing of this information is in accordance with European Regulation 1169/2011 - Provision of food information to consumers. No other information of allergens is available.
2. Maison processes Data - which may contain personal data - carefully and in compliance with the General Data Protection Regulation (2016/679/EU - hereinafter referred to as 'GDPR'). The Privacy Statement of Maison further describes in what manner and for what purpose personal Data is processed. The Privacy Statement can be found at [www.maisonvandenboer.com](http://www.maisonvandenboer.com).
3. For the purposes of the GDPR, Maison qualifies as a 'data controller'. Client shall enable Maison to comply with the obligations, which Maison has as a 'controller' under the GDPR.
4. Maison is entitled to engage third parties for the execution of the Agreement, where Maison, in selecting and engaging third party(ies), will exercise due care.

#### Article 5. External Location, transportation and storage

1. Regarding an External Location:
  - a. Client is responsible for the reservation and/or lease and/or other forms of availability (with any necessary permits) of the External Location for (the period of) the Event ;
  - b. Client has a direct legal relationship with the responsible party regarding the External Location; and
  - c. Maison shall never be responsible for (the performance of activities related to) the reservation and/or lease and/or other forms of availability of relevant External Location; and
  - d. Client is responsible for adequate implementation of company emergency response.

2. Regarding the place, location and/or building where the Event takes place, and not being an External Location:
  - a. Maison is only responsible for the reservation and/or (fixing of) the lease and/or other forms of availability of the relevant place, location and/or building for (the period of) the Event; and
  - b. Maison has a direct legal relationship with the responsible party regarding relevant place, location and/or building, insofar as this work is explicitly included in the Offer and/or Confirmation, and always in accordance with the obligation to make an effort as described in paragraph 8 of 3.
3. In case Maison performs the work at an External Location, the Client is responsible for the presence and availability of a properly equipped workplace for Maison, free of charge. A properly equipped workplace means an available space, where Maison must be deemed capable of performing the Agreement (and carrying out its work), in accordance with the best-efforts obligation as described in paragraph 8 of 3.
4. Regardless of whether the performance of the Order takes place at an External Location, Maison shall always have the right at its sole discretion - in one (1) time or in parts- to perform and/or arrange for the shipment, transportation and/or disposal of Hospitality Items.
5. When parties agreed that all work under the Agreement to be performed by Maison will be performed by Maison at a different place, location and/or the building than where the Event takes place - and thereafter the last work to be performed by Maison, be only the delivery and/or finishing of Hospitality Items - then Client is:
  - a. obligated to accept the Hospitality Items at the moment Maison delivers or arranges for the Hospitality Items to be delivered to the Client;
  - b. responsible for careful, and without delay, acceptance of the Hospitality Items.  
For the avoidance of doubt, careful and acceptance without delay means at least the provision of free and unobstructed access to all relevant areas, and the ability for Maison to carry out any on-site completion of the Hospitality Items.
6. If parties agreed that the Hospitality Items - after their dispatch and/or transport by Maison - are delivered and stored at the External Location before the (first) date of the Event, the Client accepts the responsibilities of custodian of these Hospitality Items, in accordance with article 7:600 of the Dutch Civil Code.  
In such a situation, Client shall exercise the care of a "good custodian" from the moment of delivery and/or storage of the Hospitality Items by Maison at the External Location. In doing so, Maison shall not be required to pay a storage fee to Client.
7. Maison is at all times entitled to store Hospitality Items at the expense and risk of the Client, in the event that the Client fails to meet its obligation(s) as described in paragraphs 1, 3, 5 and 6 of this article. If Maison stores Hospitality Items in such a situation, Maison always complied in fulfilling with Maison's obligation to ship and/or transport of - and if applicable to deliver and/or finish - the Hospitality Items.

#### Article 6. Prices

1. All prices in the Offers are in euros (€), exclusive of VAT, exclusive of shipping, transport and/or disposal costs and exclusive of additional costs, as described in paragraph 3 of this article.
2. The prices in the Offers are offered as accurate as possible and are (partly) based on the prices issued by suppliers (and subcontractors) of Maison. These prices are only binding if expressly confirmed by Maison in Writing. If not expressly confirmed otherwise, all prices are subject to price changes. In the event of an increase in one or more (cost price) factors, Maison is entitled to increase the prices accordingly, without the right of Client to dissolve the Agreement.
3. Additional costs consist of the actual expenses incurred in connection with the Agreement, which are initially borne by Maison. These additional costs include (but are not limited to) the costs for (extra)judicial expenses, claims of third parties as described in paragraph 4 of 10, government levies and/or charges, mark-up included in the Offer and/or Confirmation, administrative and/or other additional expenses.  
Additional costs will always be charged by Maison to the Client.

#### Article 7. Payment

1. By concluding the Agreement, the Client is obliged to pay the total price - as calculated in associated Offer and/or Confirmation - to Maison.
2. The total price will be invoiced as follows:
  - a. For the 75% (seventy-five percent) upfront payment of the total price, Client will receive an invoice - no later than 14 (fourteen) calendar days before the (first) date of the Event ; and
  - b. For the second and final part of 25% (twenty-five percent) of the total price, Client will receive - no later than 14 (fourteen) calendar days after the (last) date of the Event - the final invoice.  
If the total price of an Agreement is less than €1,500 (one thousand five hundred euros), Maison will invoice Client the total price no later than 14 (fourteen) calendar days after the (last) date of the Event. For Agreements performed outside the Netherlands, Maison will invoice Client the total price in one (1) time, no later than 14 (fourteen) calendar days before the (first) date of the Event.

3. Payment must be made within 15 (fifteen) calendar days after the invoice date as stated on the relevant invoice, unless the Agreement is concluded within a period of 30 (thirty) calendar days before the (first) date of the Event of the relevant Agreement. In the latter case, payment must be made immediately, and no later than 2 (two) calendar days after the invoice date.  
Client shall pay the invoice in the manner indicated on the relevant invoice. Both the payment terms of 15 (fifteen) and 2 (two) calendar days are deadlines.
4. In the event that one and the same Agreement has several Clients, all these Clients are jointly and severally liable for the payment of all invoices arising from this Agreement. This means that each Client is individually liable for the payment of the total amount of all invoices relating to this Agreement.
5. Client is not allowed to set off amounts charged by Maison to Client against amounts owed by Maison to Client. Under no circumstances is Client entitled to suspend payment of an invoice.
6. If Client does not pay in time or in full, Client shall be in breach by operation of law, with effect from the applicable 15<sup>e</sup> (fifteenth) or 2<sup>e</sup> (second) calendar day after the invoice date (with an exception to paragraph 3 of 11).  
In addition, the Client - without further notice of breach and without prejudice to Maison's other rights - will owe Maison the statutory interest on the total outstanding amount and all other associated (extra)judicial expenses. The interest shall be calculated from the moment that Client is in breach by operation of law until the total outstanding amount has been paid. Client shall also owe interest on the (extra)judicial expenses.
7. Maison is further entitled to suspend the performance of its obligations under the Agreement until the full amount of the invoice is received, or to dissolve the Agreement - without judicial intervention and notice of the breach. In doing so, the Client will not be entitled to any compensation and Maison will retain all its rights.

#### Article 8. Cancellation Agreement and change number of Guests

1. The Client will have the right to terminate the Agreement in Writing. The day on which Maison received the termination will be the basis for the calculation of the compensation, as set out in paragraph 2 of this Article.
2. If an Agreement is terminated in whole or in part by the Client, the Client shall be obliged to reimburse (part of) the total price of the Agreement. To this end, the percentages of the total price stated in this regard shall apply as compensation, irrespective of whether the cancellation is total or partial:
  - i) more than 60 (sixty) calendar days, 0%
  - ii) from 60 (sixty) to 30 (thirty) calendar days, 25%
  - iii) from 30 (thirty) to 14 (fourteen) calendar days, 50%
  - iv) from 14 (fourteen) to 7 (seven) calendar days, 75%
  - v) from 7 (seven) calendar days up to and including on the (first) date of the Event, 100%
3. The reduction of the number of Guests by the Client, as included in the Offer and/or Confirmation, is not considered a cancellation. Therefore, the Agreement, and therefore the total price, shall remain unchanged.
4. In the event of a reduction of more than 10% (ten percent) of the number of Guests as included in the Offer and/or Confirmation, and upon the Client's Written request, Maison shall amend the Offer. This amendment request must be received by Maison no later than 7 (seven) calendar days prior to the (first) date of the Event, explicitly stating the new number of Guests.  
For the avoidance of doubt, if during the Event it appears that fewer Guests are present than included in the Offer and/or Confirmation of relevant Agreement, the Client shall always be required to pay Maison the total price of the Agreement.
5. In the event of a request from Client to increase of the number of Guests, Maison will do its utmost to comply with this request. Maison is entitled to apply different conditions and/or charge an additional price for these additional Guests. The Client is obliged to pay this additional charge in addition to the total price of the Agreement.  
Maison is never obliged to comply with a request from the Client to increase the number of Guests.
6. The (partial) termination conditions in this article also applies when a cancellation of an Agreement is related to government-imposed (restrictive) measures.

#### Article 9. Ownership, use and confidentiality

1. Maison becomes, is and/or remains the legal and beneficial owner of (i) all right, title and interest in and to (intellectual) property and (ii) all intellectual property rights (including copyrights) of, relating to and/or arising from the Offer, the Confirmation and (all further described in associated Offer and/or Confirmation work of) the Agreement .
2. In no event does an Offer, Confirmation and/or Agreement mean to transfer (any part of) the (intellectual) property and/or any intellectual property right of, relating to and/or arising from the Offer, Confirmation and/or (any work of further described in associated Offer and/or Confirmation) the Agreement.

3. Maison is entitled to use the Client's name and/or logo, photos (taken during the Event) and/or a description of the Agreement, for promotional purposes, including but not limited to usage for Maison's website, presentations, (catering, party and/or other hospitality-related activities, and/or photo) portfolios.
4. The Client is required to protect (i) all information regarding the business operations of Maison (and its affiliated entities), (ii) the (contents of) Offers and/or other types of presentations and/or offers provided by Maison, including but not limited to price indications, (listings and/or summaries of) ideas, suggestions, options and/or other possibilities, secret and strictly confidential, and to use them only with the utmost care.  
This duty of confidentiality and extreme care includes at least that Client:
  - a. maintains the same degree of precaution and safeguards, as Client maintains with respect to such information and/or content of itself;
  - b. without Maison's prior Written consent, does not disclose the information and/or content to (a) third party(ies);
  - c. limit the aforementioned use as much as possible to in-house use; and
  - d. aforementioned use only in the service of the (completion of the) Agreement.
5. The Client will refrain from actively recruiting employees of Maison, directly or indirectly (through third parties), with the intention of hiring them into its own business. If employees of Maison terminate their employment within 12 (twelve) months after the Event in order to enter into an employment relationship with the Client, Maison will have the right to invoice Client €45,000 (forty-five thousand euros).

#### Article 10. Liability

1. Under no circumstances will Maison be liable for any damages of any kind:
  - a. and whether or not such damage was suffered by the Client and/or a third party, as a result of a failure to perform the Agreement, which is not due to Maison's fault and as further described as "force majeure" in paragraph 1 of 11;
  - b. that can be qualified as a form of commercial loss, including but not limited to consequential damages, lost profits, lost savings, business interruption and/or other types of business-related damages.
2. Without prejudice to the provisions of paragraphs 4 and 6 of this article, Maison is only liable for damages, which are the direct result of a failure in the performance of the Agreement that is attributable to Maison, and only to the extent that such failure is the result of:
  - a. a lack of care that could reasonably be expected of Maison; or
  - b. intentional or deliberate recklessness on the part of Maison.
3. Any liability of Maison for any (type of) damage whatsoever, is limited to the lowest value of i) the total price of the Offer or Confirmation, or ii) the invoice(s) related and paid to Maison within relevant Agreement and in relevant calendar year by Client to this Agreement. This lowest value is always capped at €50,000 (fifty thousand euros) per claim and at €500,000 (five hundred thousand euros) per calendar year.
4. Maison will never be liable for any form of damage whatsoever - which expressly includes the in sub b of paragraph 1 of this article - and the Client indemnifies Maison against any form of liability:
  - a. as a result of and/or related to incorrect and/or incomplete information - which also includes the Data - provided by Client;
  - b. the non-, incomplete and/or improper (equipped) availability of the External Location (including but not limited to the workplace(s) for Maison);
  - c. of third parties, which directly or indirectly result from or have any connection with the External Location and/or the (activities of Maison from the) Agreement, and this liability - or the relevant part thereof - does not fall under paragraph 2 of this Article;
  - d. arising at the time that the Client itself - which expressly includes the Guests - is in breach, in the fulfillment of any obligation to Maison, arising from the Agreement.  
Client shall reimburse Maison for all costs incurred by Maison in connection with the above (forms of) claims and any resulting damages and/or actions taken by Maison for the purpose of mitigating such claims and/or damages.
5. The Commodities Act (Warenwet) gives strict requirements to Maison regarding the non-refrigerated serving of food. The food may not be served uncooled for a period longer than two (2) hours. If there is sole delivery of products or food by Maison without any additional services on location, Maison is only liable until the moment of delivery of the food. The food safety of the non-refrigerated food is guaranteed by Maison for a maximum of 2 hours after delivery.
6. Any liability of Maison for acts or omissions of third parties engaged by Maison, and the applicability of Section 6:76 of the Dutch Civil Code - liability for auxiliary persons - is expressly excluded. In addition, also with regard to all paragraphs of this article, the provisions of paragraph 3 of 2 T&C stipulated for the benefit of third parties, remains applicable without prejudice.

#### Article 11. Force majeure, breach and termination

1. In addition to what is understood by law and/or jurisprudence, force majeure in these T&C also means: all external circumstances beyond the control of Maison and as a result of which Maison cannot be deemed capable of fulfilling its obligations under the Agreement.
2. Maison may immediately and for the period that the force majeure continues, suspend all its obligations under the Agreement to the Client. Insofar as necessary, Maison will notify the Client in Writing of the suspension and the cause of such force majeure.
3. If the Client fails to perform an obligation arising from the Agreement and/or T&C in a timely manner and/or as described in the relevant Agreement and/or T&C, Maison will give the Client a written notice of the breach, granting the Client a reasonable period to perform its obligation. The Client shall be immediately in breach if, after the reasonable remedy period, the Client remains failing in complying with its obligations under the Agreement and/or the T&C.
4. If Client is in breach:
  - a. all rights arising from the Agreement and/or T&C and due to the Client shall immediately lapse; and
  - b. Maison is immediately released from all of its obligations under this Order and/or the T&C.
5. Maison will have the right, without Written notification of a breach and without court intervention, to terminate or dissolve an Agreement - in whole or in part - with immediate effect:
  - a. in the event of force majeure and such force majeure exceeds sixty (60) calendar days;
  - b. in the event of any breach by Client; and/or
  - c. in case Client is in payment difficulties, has applied for a suspension of payment, goes into liquidation or is going to be liquidated, becomes or has been declared bankrupt and/or is in any other circumstance as a result of which Client can no longer freely dispose its assets.  
For such termination, Maison invokes one (1) or more of these situations in a Written statement to Client.

#### Article 12. Applicable law and competent court

1. To all Agreements and/or legal relationships - as described in paragraph 1 of Article 2 - between the Client and Maison are exclusively governed by Dutch law.
2. In the event of a dispute arising from or related to the Agreement - and thus also from any associated Offer or invoice - and/or the T&C, such dispute shall be settled by the competent court of Amsterdam.