

# GENERAL TERMS AND CONDITIONS

THE TRAVELLING WEDDING PLANNER

## DEFINITIONS

- **TTWP:** the user of these general terms and conditions, by which is meant Susanna van Uffelen & Nina Molendijk, acting under the name of "The Travelling Wedding Planners" (hereinafter: "TTWP"), as well as any other affiliated companies;
- **Client:** the counterparty of TTWP, being the person who has entered into an Agreement with TTWP to organise a wedding or event, or in whose name TTWP is organising a wedding or event or is making a reservation for the same. Until an Agreement has been concluded the client shall also be referred to as the "applicant";
- **Consumer:** the Client who is not acting in the course of his business or profession;
- **Agreement/Assignment:** any Agreement between TTWP and the Client for the provision of Services;
- **Services:** the organisation of a wedding or event whereby TTWP expressly acts as an intermediary on a fee basis. With regard to its Services TTWP expressly does not enter into Agreements with Suppliers in its own name and for its own account;
- **Supplier:** the person who, in the exercise of his/her business, offers/supplies goods and/or services for the purpose of a wedding or event that is to be organised by TTWP;
- **Third Parties:** other natural or legal persons who are not part of this Agreement;
- **Written/in Writing:** notification by e-mail, post or WhatsApp.

## ARTICLE 1A - GENERAL

1. These general terms and conditions are applicable to each offer and all (legal) acts of TTWP and to each Agreement concluded between TTWP and the Client.
2. Unless explicitly agreed upon otherwise in Writing, the applicability of other (general) terms and conditions is excluded.
3. Deviations from or additions to these general terms and conditions shall only be valid if expressly agreed upon in Writing.
4. If TTWP does not always require strict compliance with these conditions, this does not mean that the provisions thereof are not applicable or that TTWP would, in any case, lose the right to require strict compliance with the provisions of these conditions in other cases.
5. If one or more provisions of these general conditions are void or might be voided, the remaining provisions of these general terms and conditions will remain fully applicable. TTWP and the Client will then consult in order to agree upon new provisions to replace the void or voided provisions, whereby, if and to the extent to which possible, the objective and the purpose of the original provision will be taken into account.
6. If and insofar as no appeal can be made to any provision of these general terms and conditions on the grounds of reasonableness and fairness or its unreasonably onerous nature, the provision in question shall in any case be accorded a meaning corresponding as far as possible to its content and purpose, so that an appeal can be made to it.
7. The Client accepts the applicability of these general terms and conditions by entering into an Agreement with TTWP or by participating at/or on behalf of the Client in a wedding/event organised by TTWP.
8. These general terms and conditions shall also apply after the termination of the Agreement.
9. The effects of Sections 7:404 and 7:407(2) of the Dutch Civil Code are excluded.
10. These general terms and conditions shall also apply to future, additional and/or follow-up Assignments/Agreements.

## ARTICLE 1B - IDENTITY OF TTWP

Company name: The Travelling Wedding Planner  
Street name and number: Bloys van Treslongstraat 12H  
Postcode and place of business: 1056 XD in Amsterdam  
Mail adres: Da Costakade 110, 1053WP, Amsterdam  
Phone Number: +31 625353062

## ARTICLE 2 - FORMATION AND CONTENT OF THE AGREEMENT

1. An Agreement is concluded at the moment the Client accepts, in Writing, an offer made by TTWP and fulfils any - if applicable - conditions set therein. The Client receives a Written confirmation from TTWP stating the receipt of the acceptance of the offer made by TTWP.
2. If an offer has a limited duration period, or is made subject to conditions, this shall be expressly stated in the offer.
3. The offer contains a complete and accurate description of the Services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the Client.
4. The quotations issued are mutually free of obligation; no rights can be derived from printing errors, misprints and mutilated quotations/proposals and they do not bind TTWP.
5. If TTWP has been awarded the Assignment and has started to carry out and/or adjust a quotation, without a signed Agreement having yet come into being, the applicant shall be liable for all preparatory costs. This includes, among other things, research costs for obtaining more information than that described in the quotation, costs for site visits, interviews at the applicant's premises, etc.
6. The prices in the mentioned quotations/proposals include VAT and other government levies.
7. If the acceptance deviates (on minor points) from the offer included in the quotation, TTWP will not be bound by it. The Agreement will then not be concluded in accordance with this deviating acceptance, unless TTWP indicates otherwise.
8. A composite quotation shall not oblige TTWP to carry out part of the Agreement/Assignment at a corresponding part of the quoted price.
9. Offers and quotations/proposals do not automatically apply to future Orders.
10. TTWP is always free, without giving reasons, to refuse an accepted offer. If payment has already been made, TTWP will immediately reimburse this amount after refusal.
11. TTWP reserves the right not to execute a concluded Agreement, e.g. if they have reasonable doubt or information that a Client will not (be able to) fulfil his/hers (financial) obligations. If TTWP refuses, they will inform the Client in Writing of the refusal within a reasonable time after the conclusion of the Agreement.

## ARTICLE 3 - IMPLEMENTATION OF THE AGREEMENT

1. TTWP will execute the Agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. In doing so, TTWP shall operate on the basis of an obligation to perform to the best of its ability and not on the basis of an obligation to achieve a certain result.
2. If and insofar as required for the proper execution of the Agreement or otherwise necessary and/or desirable in TTWP's judgement, TTWP is entitled to have certain activities carried out by Third Parties.
3. The Client must ensure that all data of which TTWP indicates that they are important for the execution of the Agreement, as well as all data of which the Client must understand that they are important for the execution of the Agreement, are provided to TTWP on time and in the correct form (as indicated by TTWP). If the data required for the execution of the Agreement has not been provided to TTWP on time or in the correct form, TTWP will be entitled to suspend the execution of the Agreement and/or to charge the Client for the additional costs resulting from the delay, in accordance with their usual rates.
4. TTWP is not liable for damage, of whatever nature, resulting from the fact that TTWP has relied on incorrect and/or incomplete information provided by the Client.
5. If, in the context of an Agreement, work is performed by TTWP or by Third Parties engaged by TTWP at the Client's premises or at a location designated by the Client, the Client must bear the costs associated with the facilities reasonably required by those employees.
6. The Client shall indemnify TTWP, or Third Parties engaged by TTWP, against any claims by Third Parties who suffer damage in connection with the execution of the Agreement.
7. If the Client requires the deployment of additional (personal) support for the execution of the Agreement, TTWP must be informed in writing at least one (1) month before such deployment is to take place. This additional deployment will be charged on the basis of the agreed upon and/or usual hourly rate excluding any travel and accommodation expenses.
8. The Client must provide a healthy meal on the day of the wedding for TTWP, its employees and any Third Parties engaged by TTWP. Unless otherwise agreed upon in Writing TTWP shall charge the Client for the costs of a hotel stay (for the duration of the wedding + one night before and one night after the wedding). Prior to booking a hotel, consultation between TTWP and the Client will take place.
9. The Client grants permission to TTWP to use visual material - in the broadest sense of the word and with due regard for the rights of the possible creator thereof - for the benefit of TTWP's portfolio.

10. The styling materials provided by TTWP remain the property of TTWP. If these materials are not returned to TTWP completely and/or undamaged, the Client must reimburse TTWP for the replacement value.
11. Agreed upon delivery dates are always indicative. The delivery periods are not final deadlines. Exceeding a term therefore does not entitle the Client to compensation.

## **ARTICLE 4 - AMENDING THE AGREEMENT**

1. If, during the performance of the Agreement, it appears that for a proper performance it is necessary to modify or supplement the work to be carried out, the parties will, in good time and in consultation, adapt the Agreement accordingly.
2. If the parties agree that the Agreement will be amended or supplemented, this may affect the time of completion of the execution. TTWP will inform the Client of this as soon as possible.
3. If the amendment of and/or addition to the Agreement will have financial and/or qualitative consequences, TTWP will inform the Client thereof in advance.
4. TTWP reserves the right to pass on to the Client any legally imposed price increases that occur between the Order Confirmation and the moment of execution of the Agreement. TTWP is obliged to communicate and explain these price changes to the Client as soon as possible.

## **ARTICLE 5 - DELIVERY TERMS**

1. If the Client does not take receipt of the rented or delivered products and/or Services before or at the agreed upon time of delivery, the Assignment shall still be charged in accordance with the Agreement concluded between the parties, possibly increased by the costs of damage suffered and/or additional expenses incurred by TTWP.
2. The Client's request to change the delivery dates may only be made in mutual consultation and after Written confirmation by TTWP. All costs resulting from this change shall be borne by the Client.
3. The late or incorrect delivery of information and other documents of which the Client knows or understands that they may have an effect on the delivery deadlines or the costs, shall be at the Client's expense and risk. In that case TTWP is entitled to charge the Client for the extra costs (possibly) involved.

## **ARTICLE 6 - FEE**

1. All amounts are in euros and exclusive of VAT and other government levies, unless otherwise agreed upon in Writing.
2. TTWP reserves the right to apply an inflation correction once a year.
3. The agreed upon amounts are based on cost price-determining factors at the time of the offer. TTWP reserves the right to, 3 (three) months after the conclusion of the Agreement, pass on to the Client any changes in cost price-determining factors over which TTWP cannot reasonably exercise any influence, such as increases in excise duties, social security charges, insurance payments or VAT, up to a maximum of 20% of the original amount.
4. TTWP's fee is exclusive of any expenses incurred by TTWP and exclusive of expense claims submitted by Third Parties engaged by TTWP.
5. The transport costs incurred by TTWP for the execution of the Agreement within the Netherlands will be charged to the final invoice on the basis of subsequent calculation.
6. The transport costs incurred by TTWP for the execution of the Agreement outside of the Netherlands (with regard to 'Destination Weddings') will be charged on the final invoice on the basis of subsequent calculation, including the costs of any air tickets, accommodation and facilities, etc.
7. Discounts and quoted amounts do not automatically apply to future Agreements.

## **ARTICLE 7 - PAYMENT**

1. When concluding an Agreement for an amount exceeding €1,500,- the Client shall make an advance payment (also referred to as a commitment fee) of €1,500,- of the amount quoted. This amount must be paid within the stipulated period of 14 (fourteen) days after the invoice date, unless agreed upon otherwise in Writing between the Client and TTWP. In the meantime, the Client will receive a second invoice for 50% of the quoted amount

and, at least 14 (fourteen) days before the wedding, a third invoice for the remainder of the quoted amount, unless otherwise agreed upon in Writing between the Client and TTWP.

2. An Agreement for an amount below €1,500,- must be paid in one payment (100%) within the stipulated period of 14 (fourteen) days after the invoice date, but always prior to the wedding/event. The full amount must therefore always be paid before the wedding/event at its latest.
3. After the wedding/event, the Client may receive a final invoice on the basis of subsequent calculation, for the costs not yet invoiced and any credits or debits resulting from changes to the order confirmation/Agreement. Any objections to the amount of the invoices shall not suspend the Client's payment obligation here either.
4. The Client is obliged to notify TTWP immediately of any inaccuracies in payment data provided or stated.
5. If the wedding is, for whatever reason, moved by the Client to the next calendar year, then this shall be done in consultation with TTWP. With regard to such rescheduling, this shall be possible up to a maximum of 3 (three) months prior to the wedding or event, on the understanding that this shall only be possible on the basis of availability. In the case of a move to the following calendar year the Client shall be charged a surcharge of 50% of the total amount, plus the other costs incurred as a result of the move (for example, additional work: hours based on actual costs, additional costs of the location, of suppliers, etc.).
6. A Client who fails to pay on time will be in default by operation of law, without any further notice of default being required. In that case TTWP shall be entitled to dissolve the Agreement or to demand full performance. TTWP is also entitled to claim additional compensation for all costs incurred, hours worked and investments made in relation to the Agreement. In that case the Client shall owe interest of 5% per month, unless the statutory (commercial) interest rate is higher, in which case the statutory (commercial) interest rate shall apply. The interest on the amount due and payable shall be calculated as from the moment that Client is in default until the moment of payment of the amount in full.
7. If the Client is a Consumer and they fail to pay on time, the Consumer's late payment will be pointed out to him by TTWP and he/she will be given a period of 14 (fourteen) days to fulfil their payment obligation. If payment is not made within this fourteen-day period, the Consumer shall be in default. As a result, the Consumer shall also owe the statutory interest on the amount still due. In addition, TTWP shall be entitled to charge any extrajudicial collection costs it incurs.
8. In the event of (a reasonable prospect of) the Client's liquidation, bankruptcy, attachment, debt rescheduling in the context of the WSNP or suspension of payments, TTWP's claims against the Client and the Client's obligations towards TTWP shall be immediately due and payable.
9. If the Client fails to fulfil one or more of its obligations, fails to do so on time or properly, is declared bankrupt, applies for (temporary) suspension of payments and/or deferral of payments, proceeds to wind up its business or if its assets are seized in whole or in part, TTWP shall be entitled to suspend the execution of the Agreement or to terminate and/or dissolve it, in whole or in part, by operation of law and without prior notice of default, at its discretion, always without prejudice to any right it may have to compensation of costs, damage and interest.
10. TTWP shall be entitled to apply the payments made by the Client firstly to the deduction of all costs owed, then to the deduction of the interest falling vacant, and finally to the deduction of the principal sum and the accrued interest. Without being in default, TTWP may refuse an offer of payment if the Client indicates a different order of allocation. TTWP may refuse the full repayment of the principal sum if, in doing so, the arrears and current interest and the costs are not also paid.
11. If Client is in default and/or in breach of contract with respect to the fulfilment of one or more of his obligations, all costs incurred in obtaining satisfaction out of court shall be borne by Client. If the Client remains in default of payment of a sum of money on time, he forfeits an immediately payable penalty of 10% over the amount still due. This with a minimum of 250 Euros and without prejudice to the VAT and without prejudice to possible process and execution costs.
12. Client shall also owe interest on the (extrajudicial) collection costs incurred.

## **ARTICLE 8 - INVESTIGATIONS AND COMPLAINTS**

1. Claims must be submitted to TTWP in Writing with sufficient justification within 72 (seventy-two) hours after the date of the wedding or event at the latest. If it concerns a visible defect upon delivery, a period of 48 (forty-eight) hours after the wedding/event shall apply. The submission of complaints shall not relieve the Client of its obligation to pay the invoices submitted by TTWP at the agreed upon moment(s).
2. The Client must in any case give TTWP 4 (four) weeks to resolve the complaint in mutual consultation.
3. If a complaint is not reported to TTWP within the periods indicated in the preceding paragraphs, the Service will be deemed to comply with the Agreement and to function in accordance with the Agreement.
4. TTWP should immediately be enabled to check the submitted complaints.

## **ARTICLE 9 - TERMINATION, SUSPENSION AND CANCELLATION OF THE AGREEMENT**

1. TTWP is entitled at all times to refuse and/or terminate an Agreement, or amendments thereto, if the Order/Convention is in breach of any legal or other governmental provision. TTWP is also entitled to terminate/refuse an Agreement if, in its opinion, the content could damage the interests and/or good name of its company.
2. If the safety of guests, personnel and/or contracted persons is insufficiently ensured or in the event of improper use of the materials made available, TTWP shall be entitled, at its discretion, to deviate from the Agreement already concluded or to dissolve it in whole or in part at the expense of the defaulting party.
3. If the Client terminates the Agreement prematurely, TTWP shall be entitled to compensation for the resulting and plausible loss of capacity utilisation, unless there are facts and/or circumstances underlying the termination that can be attributed to TTWP. In addition, the Client will then be obliged to pay invoices for work carried out up to that point and for investments made up to that point.
4. TTWP is entitled to suspend the fulfilment of the obligations or to dissolve the Agreement if the Client does not or not fully fulfil the obligations arising from the Agreement and/or if circumstances become known to TTWP after the conclusion of the Agreement that give TTWP good reason to fear that the Client will not fulfil the obligations and/or, at the conclusion of the Agreement, the Client was requested to provide security for the fulfilment of his obligations arising from the Agreement and such security is insufficient or fails to materialise.
5. If the Agreement is dissolved, TTWP's claims against the Client shall become immediately due and payable. If TTWP suspends the fulfilment of its obligations, it shall retain its claims under the law and the Agreement. TTWP shall always retain the right to claim compensation.
6. Cancellation means the termination of the Contract before TTWP has completed the execution thereof.
7. If the Client cancels an Agreement in whole or in part, the costs incurred by TTWP as a result of this cancellation, including the compensation paid to Third Parties, will be reimbursed in full by the Client. The cancellation costs shall be 50% of the total sum of the Agreement if the cancellation is made up to 6 (six) months before the delivery/date of the event, or 75% of the sum of the Agreement if the cancellation is made between 6 (six) and 3 (three) months before the delivery/date of the event, or 100% of the sum of the Agreement if the cancellation is made 3 (three) months or more before the delivery/date of the event, whereby the amount shall always be at least equal to the actual cancellation costs which TTWP shall have to pay to Third Parties if the Agreement/Assignment is cancelled, plus an administration charge of 15% of the sum of the total Agreement.

## **ARTICLE 10 - LIABILITY AND DAMAGE**

In case the Client is a Consumer:

1. TTWP's total liability shall be limited to compensation of damage, up to a maximum of the amount of the fee (exclusive of VAT) stipulated in the Agreement. In no case will the total compensation for damage amount to more than the amount to be paid out by TTWP's liability insurance.
2. If the Agreement is a continuing performance contract with a term of more than 6 (six) months, the fee stipulated for that Agreement shall be set at the total of the fees (exclusive of VAT) for the past 6 (six) months prior to the event causing the damage.
3. Not limited is the liability of TTWP for damage resulting from intent or deliberate recklessness on the part of TTWP.

In case the Client acts in the exercise of his profession or business:

1. TTWP is not liable for indirect or direct damage. Not excluded is TTWP's liability for damage resulting from intentional or deliberate recklessness on the part of TTWP. TTWP shall never be liable for indirect damage, including consequential damage, loss of profit, missed savings, and damage resulting from business stagnation.
2. If TTWP can nevertheless be held liable in a concrete case, regardless of what is stipulated in this article, TTWP's total liability will be limited to compensation of damage, up to a maximum of the amount of the fee stipulated in that Agreement (exclusive of VAT).
3. The amount of the compensation shall never exceed the amount paid out by TTWP's liability insurer.
4. If the Agreement is a continuing performance contract with a term of more than 6 (six) months, the fee stipulated for that Agreement shall be set at the total of the fees (exclusive of VAT) for the past 6 (six) months prior to the event causing the damage.

5. Direct damage is understood to mean:
  - a. the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to the meaning of these terms and conditions;
  - b. any reasonable costs incurred in order to have the defective performance of TTWP fulfil the Agreement, unless such costs cannot be imputed to TTWP;
  - c. reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have resulted in a limitation of direct damage as referred to in these general terms and conditions.
1. The Client shall indemnify TTWP against any claims from Third Parties who suffer damage in connection with the execution of the Agreement.

General liability provisions:

1. TTWP recommends that the Client take out proper (wedding) insurance.
2. A condition for the existence of any right to compensation is always that the Client reports the loss to TTWP in Writing as soon as possible after it occurs. Any claim for damages against TTP shall lapse upon the mere expiry of 12 (twelve) months after the occurrence of the claim.
3. TTWP shall not be liable for damage caused by auxiliary persons as referred to in article 6:76 of the Netherlands Civil Code.
4. In addition, TTWP excludes any liability whatsoever and rejects any damage claims, whether direct or indirect, arising from :
  1. Circumstances that can be attributed to the participant or visitor of a wedding/event, such as insufficient health or fitness, inadequate personal equipment, acting incorrectly or not acting at all, overestimating one's own abilities or ignoring instructions and/or directions.
  2. Actions and influences of Third Parties directly involved in the execution of the wedding/event.
  3. Actions and influences of Third Parties not directly involved in the execution of the wedding/event.
  4. Circumstances not attributable to any fault of TTWP and which, under the Dutch law or socially accepted standards, cannot reasonably be attributed to TTWP.
5. Theft, destruction, loss of or damage to property and/or loss of property and persons during a wedding, at the venue or at the venue after the event. or other eventon location or in the nautical area. This includes theft of or damage to goods and other property of the Suppliers, both during and before or after the event or wedding. TTWP shall never be liable for this, unless in the case of intent or deliberate recklessness on the part of TTWP.
6. Circumstances attributable to Third Parties, Suppliers of goods and/or services, or goods and/or services supplied in themselves by Third Parties during the execution of a wedding.
7. Damage to goods and/or services before, during or after a wedding shall be at the expense and risk of the Supplier concerned; TTWP shall never be held liable for such damage.

## **ARTICLE 11 - SUBCONTRACTING WORK TO THIRD PARTIES**

1. The Client authorises TTWP to have the Assignment/Agreement executed at a time of its choosing. The Client agrees to the transfer by TTWP to the Third Party(ies) of all rights and obligations resulting from the Agreement(s) concluded by TTWP with the Client.
2. Products and/or services that cannot be provided by TTWP itself are delivered via (sub)Suppliers. The costs involved in the engagement of these (sub)Suppliers will be borne by the Client and payment will be made through TTWP, unless otherwise agreed upon in Writing. After the conclusion of the Agreement and the introduction to these (sub)Suppliers by TTWP, the Client is not permitted to approach these (sub)Suppliers outside of TTWP.
3. TTWP shall not be held responsible for the acts and/or omissions of its Suppliers and shall never be held liable for them.
4. If TTWP acts as an intermediary (or booking office) and only carries out the administrative operations relating to the Agreement, TTWP may never be held liable for operations, changes or other matters that occur during the execution of the Assignment, as referred to in the Agreement.
5. If any disputes should arise between the Client and the Supplier, TTWP will endeavor to mediate between them; however, TTWP may never be held liable for any damage, shortcomings, deviations in its product, failure to deliver services or products, costs and/or interest, or for the result obtained in any dispute; this remains a matter between the Client and the Supplier.
6. If the Client contracts Suppliers himself, then all agreements with all these Suppliers must be laid down in Writing no later than 1 (one) month prior to the wedding. If this turns out not to be the case or if major changes are made, TTWP will charge a fee of €175,- including VAT for each recording or change.

## ARTICLE 12 - RIGHTS AND INTELLECTUAL PROPERTY

1. All intellectual property rights relating to and/or resulting from the Agreement executed by TTWP shall rest with TTWP. The Client shall acquire only the non-exclusive and non-transferable user rights expressly granted by these general conditions and the law. Any other or further right of the Client is excluded.
2. The documents provided by TTWP to the Client are exclusively intended to be used by the Client. The Client is not permitted to publish and/or reproduce the obtained information in any form whatsoever. This includes editing, selling, making available, distributing and integrating - whether or not after editing - in networks, unless such disclosure and/or reproduction has been authorised in Writing by TTWP and/or such disclosure and/or reproduction arises from the nature of the Agreement with TTWP.
3. TTWP reserves the right to use the knowledge acquired in the execution of the Agreement for other purposes, to the extent that no confidential information of the Client is provided to Third Parties in the process.
4. TTWP shall be entitled to use the Client's name and logo as a reference or promotion.
5. The Client indemnifies TTWP against claims from Third Parties concerning intellectual property rights.
6. If TTWP holds the copyright to a portrait commissioned by the Client, the Client shall give TTWP permission to publish the work. This publication is therefore not an infringement of the Client's portrait right.
7. In addition to the previous paragraph, the Client shall be liable for portrait rights of Third Parties (being visitors or participants to the wedding or event). The Client shall indemnify TTWP against possible infringements in this respect.
8. If the Client acts in breach of this article, the Client will be liable to pay an immediately payable penalty in the amount of three times the stipulated amount for that Contract, without prejudice to TTWP's right to compensation.

## ARTICLE 13 - CONFIDENTIALITY

1. Both parties are obliged to keep confidential all confidential information they have obtained within the framework of the Agreement from each other or from another source. Information is deemed to be confidential if the other party has indicated this or if this follows from the nature of the information.
2. If, on the basis of a statutory provision or a judicial decision, TTWP is obliged to provide confidential information to a Third Party designated competent by the law, and TTWP cannot invoke a right of non-disclosure acknowledged or permitted by the competent court, TTWP shall not be liable for compensation or indemnification and the Client shall not be entitled to dissolve the Agreement on the ground of any loss allegedly incurred and to be incurred as a consequence.
3. If the Client acts in breach of this provision, he shall, irrespective of whether the breach is attributable to the Client and without any prior notice of default or judicial proceedings being required, owe TTWP an immediately payable penalty of €20,000,- (twenty thousand) euros for each breach without the need to claim any form of damage and without prejudice to any other rights of TTWP, including its right to claim compensation in addition to the penalty.

## ARTICLE 14 - FORCE MAJEURE

1. TTWP shall not be obliged to fulfil any obligation towards the Client if it is hindered in doing so as a consequence of a circumstance that is not due to any fault on its part, nor at its expense under the law, a legal act or generally accepted standards.
2. In these general terms and conditions "force majeure" shall, in addition to the legal definition and interpretation of the term, be understood to include all external causes, foreseen or unforeseen, over which TTWP has no influence, but which prevent TTWP from fulfilling its obligations. force majeure shall also (but not exclusively) be understood to include
  - mobilisation, war, molestation, terrorism;
  - a day or days of national mourning;
  - quota or other government measures;
  - government decisions;
  - strike;
  - natural disasters;
  - illness or (short-term) disability of TTWP;
  - deaths within the family or circle of friends;
  - epidemics or pandemics.

1. In the event of force majeure, TTWP will make reasonable efforts to provide the Client, if so desired, with an alternative solution.
2. To the extent that, at the time of the occurrence of the force majeure, TTWP has already partially fulfilled its obligations under the Agreement or will be able to fulfil them, and independent value can be attributed to the part fulfilled or to be fulfilled respectively, TTWP will be entitled to separately invoice the part already fulfilled or to be fulfilled respectively. The Client is obliged to pay this invoice as if it were a separate agreement.
3. If the Agreement ends on the ground of force majeure, TTWP shall be entitled to payment for the hours already worked or the investments already made at the time of the termination of the Contract.

## **ARTICLE 15 - DISPUTES**

1. The judge in TTWP's place of business shall be competent to hear disputes, to the exclusion of all others.
2. Parties will only appeal to the court after they have made every effort to solve a dispute in mutual consultation.

## **ARTICLE 16 - APPLICABLE LAW**

1. Each Agreement between TTWP and the Client shall be governed exclusively by Dutch law.

## **ARTICLE 17 - EMPLOYEE CLAUSE**

1. During the term of the Agreement as well as 1 (one) year after its termination, each of the Parties shall not, without the prior written consent of the other Party, take on employees of the other Party who are or were involved in executing the Agreement or otherwise have them work for it, directly or indirectly.
2. In such a case TTWP will not withhold the permission concerned if the counterparty has offered suitable compensation. Appropriate compensation is defined as at least 10 (ten) monthly salaries.

## **ARTICLE 18 - EXCLUSIVITY**

1. For the duration of the Agreement, the Client grants TTWP the exclusive right to execute the Assignment/Agreement.

## **ARTICLE 19 - SURVIVAL**

1. The provisions of these general terms and conditions and of the Agreement which are intended to remain in force after termination of the Agreement, including but not limited to article 10 (Liability) 12 (Rights and Intellectual Property), article 13 (Secrecy), article 16 (Applicable law) and this provision (Survival), will remain in full force after termination of the Agreement.

## **ARTICLE 20 - AMENDMENT, EXPLANATION AND LOCATION OF THESE TERMS AND CONDITIONS**

1. These conditions have been filed at the Chamber of Commerce in Amsterdam.
2. In the event of an interpretation of the content and purpose of these general terms and conditions, the Dutch text shall always prevail.
3. The most recently filed version or the version which applied at the time of the conclusion of the Agreement shall always apply.
4. TTWP is entitled to unilaterally amend or supplement these general terms and conditions. In such case TTWP will inform the Client of the amendments or additions in a timely fashion.
5. There shall be a minimum of 30 (thirty) days between such notification and the entry into force of the amended or supplemented terms and conditions.

6. If the modification gives TTWP the authority to provide a performance that differs substantially from the promised performance, the Client will be entitled to refuse the modified conditions or to dissolve the Agreement.