

# **General Terms and Conditions of Congress Consultants B.V.**

## **Article 1: Definitions**

In these general terms and conditions the following terms have the following meanings:

*A) Congress Consultants B.V.:*

The company engaged in the professional organisation of conferences, workshops, teaching courses, symposia and other meetings focusing on the transfer and/or exchange of knowledge on behalf of and for the account of others.

*B) the Client:*

Any business, institution or private individual that is negotiating with Congress Consultants B.V. on registration for an organised meeting, as specified in (A) or has registered with Congress Consultants B.V. for an organised meeting as specified in (A).

*C) the Meeting:*

The conference, workshop or other meeting as specified in (A) that has been, is being or is to be organised by Congress Consultants B.V.

## **Article 2: Applicability**

- 2.1 These general terms and conditions apply to all offers and quotations by Congress Consultants B.V. and to all orders placed by and to Congress Consultants B.V. unless agreed otherwise in writing.
- 2.2 By registering for a Meeting the Client accepts the applicability of these terms and conditions. Applicability of the Client's terms and conditions, however designated, is hereby expressly ruled out.
- 2.3 If the Client arranges for the registration of a participant, the Client undertakes to Congress Consultants B.V. to make these general terms and conditions known to the participant. The Client indemnifies Congress Consultants B.V. against any direct claims by the participant against Congress Consultants B.V.

## **Article 3: Formation of the contract**

- 3.1 All offers, quotations and orders (including offers, quotations and orders made orally) whether in the form of price lists or otherwise and other statements by Congress Consultants B.V. and its representatives and/or employees are without obligation.
- 3.2 A contract is formed if a registration made by the Client is confirmed in writing by Congress Consultants B.V. If the Client has not contested the correctness and completeness of an order confirmation within seven days after that confirmation is sent out by Congress Consultants B.V., the order confirmation is deemed to represent the contract correctly and in full.

- 3.3 In the case of assignments, deliveries and services performed by Congress Consultants B.V. for which neither an offer nor an order confirmation has been sent out, the invoice and/or delivery note is also regarded as the order confirmation and that invoice is deemed to represent the contract correctly and in full.
- 3.4 Amounts quoted in the documents drawn up by Congress Consultants B.V. are exclusive of any applicable value-added tax unless stated otherwise.

#### **Article 4: Changes and additions**

- 4.1 Changes in or additions to the content of the agreement, including the general terms and conditions applying to it, are effective only if they have been put in writing between Congress Consultants B.V. and the Client.
- 4.2 Contractual extras and items in excess of budget will be submitted to the Client as soon as they can be foreseen. Naturally every effort will be made to avoid these wherever possible. The costs of contractual extras and items in excess of budget are for the Client's account unless expressly agreed otherwise in writing.

#### **Article 5: Payment**

- 5.1 Congress Consultants B.V.'s invoices must be paid by the Client within the agreed period(s) and at latest within thirty days of date of invoice.
- 5.2 As soon as the period stated in the first paragraph has been exceeded the Client is in default without further notice, and the Client is then liable to pay interest on the full invoice amount at the rate of the statutory interest on overdue payment plus 1% per month or part of a month. Any costs incurred by Congress Consultants B.V., both court costs and out-of-court costs, for the purposes of enforcing the Client's compliance with its obligations are payable by the Client. The out-of-court costs are hereby set at 15% of the value of the invoice, without any requirement to provide evidence of these costs.
- 5.3 Payments made by the Client will be applied first against all costs incurred, then against the interest due and after that against the longest outstanding due and payable invoices, even if the Client states that the settlement relates to a later invoice.
- 5.4 Without prejudice to the provisions in previous paragraphs, Congress Consultants B.V. has the right to claim full compensation from the Client if the Client fails to comply with its obligations under the agreement.

#### **Article 6: Cancellation**

- 6.1 Complete or partial cancellation of the agreement by the Client must be effected by fax, e-mail or letter. The date on which the communication is received by Congress Consultants B.V. will be taken as the basis for determining the cancellation charge.

6.2 The following cancellation charges apply in the event of cancellation:

- In case of cancellation up to two months before the date of the Meeting the Client is obliged to pay Congress Consultants B.V. the sum of/ 50 for each cancelled registration.
- In case of cancellation between two months and one month before the date of the Meeting the Client is obliged to pay Congress Consultants B.V. 50% of the participation costs.
- In case of cancellation less than one month before the date of the Meeting the Client is obliged to pay Congress Consultants B.V. 100% of the participation costs.

6.3 Up until one month before the date of the meeting the Clients have the option of substituting participants in return for payment of/ 30 for each substitution. Substitution is no longer possible within one month before the date of the Meeting. Changes will then be treated as new registrations, and the full participation charge will be charged.

#### **Article 7: Suspension and dissolution**

7.1 Without prejudice to the provisions of 6:265 and 6:52 of the Dutch Civil Code, the following applies.

7.2 If the Client fails to comply with any payment obligation towards Congress Consultants B.V., or if Congress Consultants B.V. has reason to expect that the Client will fail to comply with any payment obligation towards Congress Consultants B.V., Congress Consultants B.V. has the right:

- a. to demand security from the Client for the payment of external costs for all current agreements;
- b. to suspend performance of its obligations arising from the agreement with the Client both the specific agreement to which the failures to comply with payment obligations relate to as well as all agreements between Congress Consultants B.V. and the Client without prejudice to its right to demand security for the payment at the same time;
- c. to dissolve the agreement in question in whole or in part with immediate effect without recourse to the courts.

7.3 Further, Congress Consultants B.V. has the right to dissolve the agreement with immediate effect if it becomes clear to Congress Consultants B.V. after formation of the agreement that loss or damage of whatever nature may arise for Congress Consultants B.V. before, during or after the Meeting or if it is expected that public order will be disturbed.

7.4 In addition Congress Consultants B.V. may dissolve the agreement with the Client with immediate effect and without recourse to the courts without being obliged to pay any compensation as a result if:

- a. the Client is declared bankrupt or in a state of liquidation, applies for provisional suspension of payment, or loses control of its assets or substantial parts of its assets as a result of attachment, being placed in guardianship or in any other way; or
- b. the Client discontinues its activities or (where the Client is an artificial person) ceases to pursue its object as laid down in its articles of association, decides to wind itself up, or otherwise loses its incorporated status.

#### **Article 8: Force majeure**

- 8.1 In these general terms and conditions force majeure affecting Congress Consultants B.V. is defined as any circumstance (even where already foreseen at the time when the agreement was formed) that permanently or temporarily prevents compliance with the agreement, and also (insofar as not already contained in that definition) war, threat of war, terrorist attacks, threat of terrorist attacks, civil war, riots, strike, fire, natural disasters and other serious disturbances to the business of Congress Consultants B.V., together with the impossibility of complying with the agreement as a result of shortcomings by the persons and/or things engaged by Congress Consultants B.V. for the performance of the agreement. Where the performance of the agreement is prevented as a result of force majeure Congress Consultants B.V. may, without recourse to the courts, either suspend performance of the agreement or else dissolve the agreement in whole or in part without being liable for any damages as a result.
- 8.2 If at the time when the state of force majeure arises Congress Consultants B.V. has already performed part of its obligations or is only in a position to perform part of its obligations it may submit a separate invoice for the part already delivered or deliverable as the case may be and the Client will be obliged to settle that invoice.
- 8.3 The Client will not in any case be able to invoke force majeure on its side if an important speaker or speakers should fail to appear, if visitor or participant numbers are much lower than expected, or in comparable circumstances.

#### **Article 9: Liability**

- 9.1 Assignments placed are carried out by Congress Consultants B.V. solely on behalf of the Client. Third parties cannot derive any rights from the content of the activities performed and more generally from the manner in which the placed assignments in question are or are not implemented.
- 9.2 Not only Congress Consultants B.V. but also all persons engaged by Congress Consultants B.V. in the performance of any assignment may invoke these general terms and conditions.
- 9.3 Without prejudice to the provisions in 2.3 of these general terms and conditions, the liability of Congress Consultants B.V. towards the Client and the participant is limited in all cases to a maximum of the invoice value of that part of the assignment from which the liability arises. If injury or damage for which Congress Consultants B.V. bears liability is caused to persons or things in or in connection with the performance of an assignment or otherwise, that liability shall be limited to the amount or amounts payable under the general liability insurance taken out by Congress Consultants B.V.

9.4 Congress Consultants B.V. accepts no liability for loss of or damage to the Client's personal and other property.

9.5 The Client indemnifies Congress Consultants B.V. against all third-party claims in respect of loss or damage that would be for the Client's account under the provisions of this article if the third party in question claimed against the Client.

9.6 Any information provided by the Client to the Contractor may be used freely by Congress Consultants B.V. in the performance of the assignment.

9.7 Insofar as persons engaged in connection with the performance of assignments for the Client wish to limit their liability in that respect, all assignments placed with Congress Consultants B.V. include authorisation to Congress Consultants B.V. to accept such limitations of liability also on the Client's behalf. Congress Consultants B.V. does not itself accept any liability whatever in the unlikely event of shortcomings by the persons engaged by it. This limitation of liability also applies in the event that an assignment is wrongly refused and loss results from that refusal.

9.8 The Client is obliged to comply strictly with any safety instructions and safety standards provided by Congress Consultants B.V. Refusal to comply with this requirement will result in the Client being fully liable.

9.9 Congress Consultants B.V. will treat materials such as videotapes, films, documents and other materials entrusted to it with great care. However Congress Consultants B.V. excludes all liability for damage to or loss of provided materials for any reason whatsoever, except in the case of wilful misconduct or gross negligence. Where it is necessary to work with valuable or irreplaceable items the Client is obliged to insure these at its own expense and keep them so insured.

9.10 The Client shall compensate Congress Consultants B.V. fully for all loss to property and persons that may arise for Congress Consultants B.V., the personnel of Congress Consultants B.V. or the parties engaged by it for the performance of the agreement from or as a result of actions on the part of the Client, the Client's personnel or other persons on behalf of whom the Client has entered into the agreement with Congress Consultants B.V.

9.11 The Client indemnifies Congress Consultants B.V. against third-party claims in respect of infringement of copyright and/or industrial property rights arising from services to be performed by Congress Consultants B.V. for the Client.

#### **Article 10: Provision of information**

The Client is required to provide Congress Consultants B.V. promptly with all information (or further information) that may reasonably be relevant to the performance of the agreement.

**Article 11: Technical equipment**

Congress Consultants B.V. cannot be held liable for technical shortcomings or improper functioning of third parties supplying audiovisual equipment, stands, lighting and props under contract to Congress Consultants B.V.

**Article 12: Permits and licences**

All permits and licences relating to the Meeting must be applied for by the Client. The Client bears the costs of applying for and/or retaining the permits and licences.

**Article 13: Confidentiality**

13.1 The Client undertakes to observe confidentiality when dealing with information that could result in loss to Congress Consultants B.V. or its business associates if the information in question became known to third parties, on penalty of payment of the loss including all costs incurred.

13.2 Addresses provided to each other by Congress Consultants B.V. and the Client are available only for the performance of the agreement unless expressly agreed otherwise. Pursuant to the Data Protection Act (*Wet Bescherming Persoonsgegevens*) these address details may not be used for commercial purposes or other forms of processing as specified in the act.

**Article 14: Performance rights**

The Client is responsible for obtaining performance rights and for the proper payment of all associated and related costs.

**Article 15: Applicable law and competent court**

All agreements entered into with Congress Consultants B.V. are governed by Dutch law.

All disputes are to be brought to the competent court in Arnhem.