

## **GENERAL TERMS AND CONDITIONS Damtours events B.V.**

I Terms and conditions for both rental and sale

II General conditions for rental only

Dutch law applies to all negotiations, offers, quotations, agreements and other (legal) acts between Damtours Events B.V. and the customer, regardless of where the assignment is actually carried out. The Vienna Sales Convention is explicitly excluded.

### **Article 1 Legislation**

In these general conditions the following definitions are used, both in singular and in plural.

### **Article 2 Definitions**

2.1. General conditions: these general conditions, regardless of the form in which they are made known (on paper or digitally, for example via the website of Damtours Events B.V.).

2.2. Damtours Events B.V.: with the trade name Damtours Events B.V., registered company under number 57210721 in the trade register.

2.3. Customer: the (legal) person to whom the offer of Damtours Events B.V. is addressed, with whom Damtours Events B.V. has entered into an agreement or for the benefit of whom the (legal) action is / will be performed.

2.4 Agreement: every commitment with the customer.

2.5 Assignment: the agreement between Damtours Events B.V. and the customer on the basis of which Damtours Events B.V. delivers and / or rents goods and / or services to the customer.

2.6. Items: all objects that are the subject of any negotiation, offer, quotation, agreement or other (legal) action in the relationship between Damtours Events B.V. and the customer.

2.7. Delivery: bringing into the actual disposal power of the customer, a by the customer used auxiliary person and / or a third party brought in by the customer of the items that are the subject of any agreement or other (legal) action in the relationship between Damtours Events B.V. and the customer

2.8. Deposit: security of the customer for his payment obligation and other obligations. The amount of the deposit is determined by Damtours Events B.V.

2.9 Reservation Confirmation: the confirmation of an agreement received by the customer.

2.10 Participants: participants in the event.

### **Article 3 Applicability of general conditions**

3.1. The general conditions apply to and are part of all negotiations, offers, quotations, agreements and other (legal) acts, irrespective of whether they have been made orally, in writing, electronically or in any other form, regarding delivery by Damtours Events B.V. of goods and / or services to the customer.

3.2. The general terms and conditions also apply to goods and / or services that Damtours Events B.V. has derived wholly or partially from a third party and, whether or not modified, supplies to the customer, as well as to business conducted for the customer by a third party for the execution of the offer, quotation, agreement or other (legal) action on behalf of Damtours Events B.V..

3.3. Deviations from the general terms and conditions and the agreements made between Damtours Events B.V. and the customer are only valid if they are expressly confirmed by Damtours Events B.V..

3.4. Damtours Events B.V. expressly rejects the applicability of any general terms and conditions of the customer.

3.5. If and in so far as any provision of the general terms and conditions is declared null and void or voided, the remaining provisions of the general terms and conditions will remain in full force. Damtours Events B.V. and the customer will then enter into consultation with each other about a new provision to replace the void / voided provision, whereby the purport of the void / voided provision will be taken into account as far as possible.

3.6. If a provision from the agreement(s) concluded between Damtours Events B.V. and the customer and the general terms and conditions overlap, the conditions of the concluded agreement(s) prevail.

#### **Article 4 Offers, quotations and agreement**

4.1. All offers from Damtours Events B.V. are without obligation, unless otherwise stated in writing.

Damtours Events B.V. can still revoke its offer after acceptance by the customer.

4.2. Offers from Damtours Events B.V. are valid for the period indicated in the offer.

If no period is indicated, the offer is valid until two months after the date on which the quotation was issued.

4.3. Agreements come into being when Damtours Events B.V. accepts the assignment issued by the customer in writing, or at the moment that Damtours Events B.V. proceeds to carry out an assignment. If the customer does not contradict Damtours Events B.V. in writing within two working days after the date of the order confirmation, the assignment is irrevocable.

4.4 The rental period is the period indicated in the booking confirmation. The customer must be present at the time specified in the booking confirmation at the location indicated therein. If the customers are late, the rental time is shortened with the time that the customer is late without any right to a pro rata refund of the originally agreed rental period. In case of delay, the rental period can also be extended upon request at an additional cost in accordance with the rates in the reservation confirmation, provided the rented item is still available at a later date. The liquid refreshments, as mentioned in the reservation confirmation, are included in the rent. The customer may not distribute and / or sell consumptions to third parties.

#### **Article 5 Prices, rates and payment**

5.1. All stated prices and rates are in euros, unless otherwise stated in writing.

5.2. All mentioned prices and rates include sales tax (VAT) and any other government levies, but exclude delivery, travel and security costs, costs of third parties and additional work, unless otherwise stated in writing.

The prices and method of payment are stated on the website of Damtours Events B.V..

5.3. Damtours Events B.V. is entitled to increase the agreed prices / rates, if Damtours Events B.V. can demonstrate that price changes have taken place between the time of presentation and delivery in respect of, for example, material or other factors, even when they were foreseeable at the time of the drawing up of the quotation or price setting.

5.4. Only if the price and / or rate increase exceeds 10%, the customer has the right to dissolve the agreement with Damtours Events B.V. without being liable for damages.

5.5. Payment by the customer must be made before delivery, unless otherwise agreed between the parties.

5.6 If the customer has not paid the rent no later than 30 days before the date of the event, we reserve the right to cancel the reservation.

- 5.7 No changes in numbers will be made within 48 hours before the start of the event.
- 5.8 If the property that is rented according to reservation confirmation is unavailable, Damtours Events B.V. is authorized to use a replacement item without a refund obligation.

#### **Article 6 Delivery period**

- 6.1. The delivery time is determined approximately by Damtours Events B.V.
- 6.2. In determining the delivery time, Damtours Events B.V. assumes that it can execute the assignment under the circumstances known at that time.
- 6.3. The delivery time will only start once agreement has been reached on all commercial and technical details, all necessary data, final drawings etc. are in the possession of Damtours Events B.V., the agreed (term) payment has been received and the necessary conditions have been met.
- 6.4. Exceeding the agreed delivery time and / or execution of the agreement does not entitle the customer to any compensation whatsoever. Damage to the customer as a result of exceeding the delivery time due to acts or omissions of an engaged carrier does not in any case entitle to compensation.

#### **Article 7 Risk and liability**

- 7.1. The risk of loss or damage to items that are the subject of the agreement is transferred to the customer after delivery of the goods to the customer, an auxiliary person or third party used by the customer.
- 7.2. The customer is responsible and liable for the use of the delivered goods and / or services. Damtours Events B.V. is never liable and the client indemnifies Damtours Events B.V. for any accidents and / or damage resulting from the use of the delivered goods.
- 7.3. Damtours Events B.V. is never liable for any indirect damage of the customer or third parties, including consequential damage (such as damage due to lost profit, the deployment of an extra person, delay damage), immaterial damage and / or trading loss.
- 7.4. Damtours Events B.V. is not liable for damage of any kind whatsoever, in the event that Damtours Events B.V. has assumed incorrect and / or incomplete information provided by the customer, even if the customer was not aware of this inaccuracy and / or incompleteness.
- 7.5. Liability of Damtours Events B.V. towards the customer for whatever reason is limited to the sum of the contract excluding VAT. Liability is in any case limited to the amount that Damtours Events B.V.'s liability insurance pays, if applicable, plus the applicable deductible excess.
- 7.6. If Damtours Events B.V., in the implementation of the agreement, makes use of (non) subordinates, the liability of Damtours Events B.V., in addition to remaining stipulations in these general conditions, is limited to the liability for the actions and / or omissions by Damtours Events B.V. and its (non-) subordinates. Damtours Events B.V. is not liable for damage resulting from actions and / or omissions of its subordinates and / or non-subordinates when acts and / or omissions are considered intent or deliberate recklessness.
- 7.7 Except in case of wilful misconduct or gross negligence of Damtours Events B.V. the customer will indemnify Damtours Events B.V. for all claims by third parties on any grounds whatsoever in respect of compensation for damage, costs or interest in connection with the use of the delivered goods.
- 7.8. If Damtours Events B.V. does not support the start-up of the business, but does provide the support and assistance of whatever nature, this will be entirely unencumbered and at the expense and risk of the customer.

7.9 By entering the reservation the customer declares to be familiar with the operation of the object and the customer acknowledges that the object fulfils the purpose for which the object is rented. The participants will only use the object for the purpose for which it was manufactured. Participants are not allowed to attach items to the object by means of nailing, stapling or otherwise.

7.10 Before providing the object, we can oblige the customer to identify himself by showing us a valid proof of identity.

### **Article 8 Inspection and Reporting**

8.1. The customer is obliged to inspect the goods delivered to him prior to use and to immediately report any observable defects to Damtours Events B.V. and to confirm this in writing to Damtours Events B.V..

8.2. The fulfilment of the agreement shall be deemed sound, if the customer has failed to do the investigation referred to in paragraph 1 of this article in time.

8.3. Damtours Events B.V. is entitled to replace a previous defective item with a sound item, unless the defect is not repairable.

8.4 All claims and defences against Damtours Events B.V. and the third parties involved by Damtours Events B.V. in the execution of an agreement expire after one year after the delivery of the goods and / or service.

### **Article 9 Force majeure**

9.1. In case of force majeure, Damtours Events B.V. has the right to dissolve the agreement in whole or in part without any judicial intervention or to suspend its execution, without Damtours Events B.V. being obliged to pay any compensation.

9.2. Force majeure, as in paragraph 1 of this article, shall in any case, but not exclusively, include: strike, practical impossibility or serious difficulty of transport of the goods covered by the agreement, the default of suppliers of Damtours Events B.V., disasters at Damtours Events B.V. such as fire, traffic obstructions, obstructing weather conditions and international emergencies , for example a pandemic.

### **Article 10 Suspension and termination of agreement / cancellation**

10.1. Damtours Events B.V. is entitled to dissolve the agreement (s) extrajudicially if the customer fails to fulfil his obligations under the agreement(s) and this failure, after having been given proper written notice of default, will not be remedied within a reasonable period of time. Dissolution of the agreement must be in writing. The moment at which Damtours Events B.V. sends the letter is decisive for the moment of dissolution.

10.2. Dissolution in accordance with paragraph 1 of this article will not release the customer from any payment obligation in respect of goods and / or services already delivered by Damtours Events B.V., unless Damtours Events B.V. is in default in respect of that particular item and / or service. The customer has an immediate obligation to pay with compensation of both judicial and extrajudicial costs, damages and interest.

10.4 Rules of conduct for drivers:

**10.4 a.** The participants are required to behave in a manner that does not cause nuisance to third parties. Behaviour we believe causes nuisance to third parties includes, but is not limited to: loud shouts, contact with third parties who do not appreciate this, consumption of beer in places where this is not allowed according to the instructions of the driver and urinating on the street.

**10.4 b.** We provide a driver who determines the route of the trip. The route that the driver determines is binding for the participants. Participants will comply with all instructions from

the driver. The participants must behave respectfully towards the driver. If, in the opinion of the driver, this is not the case, or if the participants, in the judgment of the driver, do not comply with the provisions of Article 9a, we are entitled to cancel the event and summon the participants to leave the beer bike without any right to a refund of the rental price and / or deposit paid.

### **Article 11 Rights of intellectual and / or industrial property**

11.1. All intellectual or industrial property rights to all under an agreement and / or legal action supplied and / or developed business rest exclusively with Damtours Events B.V.. The customer shall only acquire the user rights and powers expressly granted in these terms or otherwise. The customer does not acquire the right and the customer is forbidden to copy, copy, reproduce, translate, adapt, disassemble, modify or reconstruct the object.

11.2. The customer is not permitted to remove or change any designation concerning copyrights, brands, trade names or other intellectual or industrial property rights on the goods.

11.3. The customer is only allowed to publish visual material from Damtours Events B.V. after written permission from Damtours Events B.V..

11.4. Damtours Events B.V. will indemnify the customer against any legal claim against the customer which is based on the allegation that Damtours Events B.V. itself developed products and / or services infringe an intellectual or industrial property right in the Netherlands. In case the customer has provided the design and / or data / specifications, the customer indemnifies Damtours Events B.V. of any legal claim against Damtours Events B.V. which is based on the allegation that Damtours Events B.V. itself developed products and / or services infringe an intellectual or industrial property right in the Netherlands. In case customer has the design of a business and / or service commissioned by Damtours Events B.V., the customer is obligated examine whether there is no identical design, which is protected by copyright by another party. The customer indemnifies Damtours Events B.V. for any claims by third parties relating to intellectual and / or industrial property. The first full sentence of this paragraph applies only under the condition that the customer informs Damtours Events B.V. immediately in writing about the existence and the content of the legal claim and leaves the handling of the case, including the making of any settlements, entirely to Damtours Events B.V.. The customer will therefor provide the necessary powers of attorney, information and cooperation to Damtours Events B.V., so that Damtours Events B.V. can, if necessary, in the name of the customer, defend itself against these legal claims.

11.5. The indemnification obligation under Article 11.4 lapses if and insofar as the regarding infringement related to changes made by the customer – even though this is not permitted – in (the design of) the goods and / or services or changes the customer has made by third parties.

11.6. If it is irrevocably established in court that the items developed by Damtours Events B.V. itself infringe any intellectual or industrial property right belonging to a third party or if in the opinion of Damtours Events B.V. there is a reasonable chance that such an infringement will occur, Damtours Events B.V. will take back the delivered goods and credit the acquisition costs after deduction of a reasonable usage fee, or ensure that the customer can continue to use the delivered, or functionally equivalent other items undisturbed.

### **Article 12 Other provisions**

12.1. Damtours Events B.V. is entitled to replace and / or change (parts of) the delivered goods during maintenance, repair, renewal or in other cases, provided Damtours Events B.V. delivers comparable quality and / or functionality to the customer.

12.2. Damtours Events B.V. uses the customer data only for the execution and the settlement of the relevant agreement, for its other services and internal business management.

12.3. Disputes between Damtours Events B.V. and the customer arising from or relating to negotiations, offers, quotations, agreements and other legal acts concerning the delivery by Damtours Events B.V. of products are submitted to a competent court.

## **II Special provisions for rental**

The following provisions are in addition to I (general provisions for both rental and sales) applicable in case of rental of goods by Damtours Events B.V..

### **Article 13 General provisions**

13.1. At the start of the rental agreement, the customer must pick up the object from Damtours Events B.V. and at the end of the agreement the customer must return the object, unless it has been agreed in writing between the parties that Damtours Events B.V. will bring and / or retrieve the rented item. If this is the case, the costs of bringing and / or recovering the rented item will be charged to the customer, as stated on the website of Damtours Events B.V..

13.2. If Damtours Events B.V. and the customer have agreed that Damtours Events B.V. will deliver the rented item to a location specified by the customer, Damtours Events B.V. will endeavour to deliver the rented item on the agreed delivery date and time. If, for whatever reason, Damtours Events B.V. does not deliver the rented goods to the address of the customer in time, the customer is not entitled to compensation for damage resulting from the late delivery of the item by Damtours Events B.V..

13.3. The customer is not allowed to rent the property to a third party without explicit written permission (or by email) from Damtours Events B.V..

13.4. When determining the rental time, all days (also Saturdays, Sundays and holidays) are taken into account and a part of a day counts as a whole day.

### **Article 14 Customer's obligations**

14.1. The customer (preventively) ensures that:

- a) sufficient space and a clean surface for the placement of the item is available and the object is not placed on or near chasms, waters or other dangerous places, and that the terrain or space where the object is used is such that use in accordance with the instruction and game rules is possible. In case delivery of the item is not possible upon delivered by Damtours Events B.V. (for example because insufficient space is available), the customer owes the full sum of the agreement to Damtours Events B.V.. If the placement of the object by Damtours Events B.V. requires more time than the time scheduled by Damtours Events B.V., the client will be charged an extra fee to be determined by Damtours Events B.V., for the time in addition to the planned time, which is rounded to whole hours (upwards);
- b) there is a 230V connection with earthed conductor, if the object is to be supplied with voltage;
- c) any permits from the government have been obtained.

14.2. The customer declares to know and respect the use and rules of the rented property at the time the object is collected or delivered and / or built up. The customer must comply with any instruction and / or rules of the object.

14.3. The customer is not permitted to plaster, write on, paint or otherwise edit the object or to make any designation or addition.

14.4. The customer has the duty to bring the object indoors in case of strong wind (> wind force 5) or to secure it in order to prevent damage.

14.5. Any equipment belonging to the object must be transported separately from the object by the customer in order to prevent damage.

14.6. The object is delivered by the customer complete and in the condition in which it was upon delivery or in case of collection by Damtours Events B.V., put out before the agreed time. Any defects discovered during or after the return of the goods by Damtours Events B.V. are deemed to have arisen during the time the object was in possession of the customer. The customer is required to properly maintain and clean the object, as stated in the instructions and / or rules. The object should be handed correctly, i.e. stored and packaged as specified in the instructions and / or rules.

14.7. The Customer must report any loss and / or damage to Damtours Events B.V. immediately during the period of use.

14.8. If the object is rented out per day, a new day's rent will be charged if the object has not been returned to the place specified by Damtours Events B.V. at the time stated in the agreement. Prolonged use of the object than agreed will result in continued rent on the terms of the rental conditions that apply. The customer cannot infer from the above that a unilateral extension of the lease is permitted.

14.9. If the customer delivers the object to Damtours Events B.V. earlier than is included in the agreement, the customer will still owe the full rent of the agreement.

#### **Article 15 Damage**

15.1. Any costs arising from the failure to perform work as described in article 14 will be charged to the customer by Damtours Events B.V.. For all other work on the object by Damtours Events B.V., in connection with the actions or omissions of the customer, Damtours Events B.V. will charge the customer the amount which is stated in principle on the website of Damtours Events B.V..

15.2. The storage of packaging of the object by customers otherwise than in accordance with the instruction and / or rules, including but not limited to not storing it dry, the customer will be charged an amount, as listed on the Damtours Events B.V. website. The customer also provides Damtours Events B.V. help / cooperation for the (re)packing of the object.

15.3. Damtours Events B.V. will charge the customer loss and / or damage to the object and the damage Damtours Events B.V. suffers thereby.

15.4. If the object is damaged by the customer during commissioning, Damtours Events B.V. will charge the customer the costs of repair, or the costs associated with repair by Damtours Events B.V. whereby an hourly rate applies as stated on the website of Damtours Events B.V., and the customer is charged the amortization of the object, or the costs of repair by a third party. If the object is irreparably damaged by the customer during the commissioning, Damtours Events B.V. will charge the customer the replacement value of the object.

15.5. The right of Damtours Events B.V. to charge the costs referred to in Article 15 to the customer, lapses after one year from the date on which the object is returned to Damtours Events after the rental period.

15.6 a. In the event of late return and / or damage to the object, for whatever reason, the customer will be in default to us without any notice of default being required. In that case the customer, without prejudice to his other obligations to us, owes us compensation. In the event of late return, this compensation will increase the rent per hour for each hour with which the agreed rental period is exceeded by 50% of that rent. In the event of damage to the goods, the customer will owe the costs of repairing those damages as compensation and the rent per day for each day that will be affected by that repair plus 50% of that rent. The deposit will first be used to settle this damage. If afterwards an amount of damage remains, the customer is liable for this.

15.6 **b.** The customer shall indemnify us for any damage caused to third parties due to acts or omissions of the participants during the cycle or otherwise related to the reservation.

15.6 **c.** In case of damage, we will hold the customer liable. The customer cannot appeal to us that not he, but one of the other participants caused the damage.

15.6 **d.** The customer shall inform the participants that they are required to sign a waiver of liability from us on the day of the event before the beer bike leaves.

15.7. Damage participants

15.7 **a.** We cannot be held liable for damage, loss of possessions, injury or death incurred by a participant when he was under the influence of alcohol or any other drugs.

15.7 **b.** We cannot be held liable for damage, loss of possessions, injury or death incurred by a participant that is the result of non-compliance with instructions from the driver and / or us.

### **Article 16 Suspension and termination of rental agreement / refusal**

16.1. If the customer wants to cancel the event / rental, the following will be due:

More than 30 days before the date of the event = free cancellation; less than 30 days before the date of the event = 100% of the rent.

All cancellations must be made in writing. The date of cancellation is the date on which we receive the cancellation notice. Up to 48 hours before the event, changes will be processed, and refunds are possible. In any case, the following circumstances are no reason to cancel the reservation costs free of charge:

- weather conditions on the day of the event
- a smaller number of participants.
- force majeure as a pandemic outbreak ( COVID-19 )

16.2. If the period of force majeure (as described in Article 9) has lasted longer than two days, the customer has the right to dissolve the agreement extrajudicially, without Damtours Events B.V. being obliged to pay any compensation for the damage that the customer suffers as a result of that dissolution. The customer is liable for payment of all goods and / or services delivered to the customer at time of dissolution by Damtours Events B.V..

16.3. If the customer does not comply, or improperly / untimely, with any obligation arising from the agreement concluded with Damtours Events B.V. or from a related agreement, or if there's a reasonable fear that the customer is or will not be able to fulfil his contractual obligations towards Damtours Events B.V., as well as in the event of bankruptcy, suspension of payment, cessation, liquidation or partial transfer – whether or not as security – of the client's business, including the transfer of an important part of his business claims, Damtours Events B.V. is entitled to suspend the execution of this agreement(s) for no more than two months without notice of default and without judicial intervention, or to dissolve it, without it being obliged to pay any compensation and without prejudice to its further rights. During the suspension, Damtours Events B.V. is authorized and, at the end of it, it is obliged to opt for execution or for a total or partial dissolution of the suspended agreement(s). In case of suspension under the first sentence of this paragraph. the agreed price immediately becomes due and payable, after deduction of the instalments already paid.

16.4. Right of refusal. We at all times have the right, without stating reasons, not to enter into an agreement or to cancel unilaterally if there are reasonable suspicions that the participants and / or customers will not comply with the provisions in these conditions or by participating in the event will create an unacceptable risk, whether or not for third parties.

16.5. In case of a dispute between Damtours Events B.V. and the customer regarding the provisions included in this article, Damtours Events B.V. decides.



### **III Special provisions for sale and production.**

The following provisions apply in addition to I (general provisions for both rental and sale) in the event of the sale of goods and / or production of goods by MVK rental.

#### **Article 17 Obligations of the customer**

17.1. The customer pays 100% of the sum of the agreement (reservation of the object) to Damtours Events B.V. within fourteen days after conclusion of the agreement.

17.2. The customer is responsible for the delivery of artwork, such as texts, logos and prints, for the production of goods by Damtours Events B.V.. If the customer has given its approval for production of the designs to Damtours Events B.V., it is obliged to pay the full sum of the agreement to Damtours Events B.V..

#### **Article 18 Retention of title**

18.1. All goods delivered to the customer by Damtours Events B.V. remain its property until the customer has paid all claims of Damtours Events B.V. to the customer for whatever reason, plus interest and costs and all other claims.

18.2. When a customer forms a new item from the items delivered by Damtours Events B.V., which are subject to retention of title, the customer acts on behalf of Damtours Events B.V. and the customer will hold the item for Damtours Events B.V.. The customer will only become the owner at the moment that the retention of title is cancelled because all claims have been fulfilled. The customer is obligated to insure the goods delivered subject to retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to make the policy of this insurance available for inspection on first request.

18.3. Any and all costs associated with the establishment and exercise of all necessary actions in relation with the retention of title, as well as any other guarantees are at the customer's expense.

#### **Article 20 Guarantee**

20.1 Without prejudice to the aforementioned limitations, Damtours Events is responsible both for the soundness of the goods delivered by it and for the quality of the material used and / or delivered for this, insofar defects in the delivered goods are not observable on inspection, in which case the customer will have to prove that they have occurred within twelve months after the delivery, exclusively or predominantly as a direct result of an inaccuracy in the construction applied by Damtours Events B.V. or as a result of defective finishing and / or use of bad materials. Insofar as Damtours Events B.V. has purchased the product from a supplier, this guarantee from Damtours Events B.V. only applies insofar as Damtours Events B.V. can claim warranty from its supplier.

20.2. Defects covered by the guarantee referred to in paragraphs 1 and 2 of this article shall be fixed by Damtours Events B.V. by repair or replacement of the defective part, whether or not on site of Damtours Events B.V. or by sending a part for replacement, always at the option of Damtours Events B.V.. All costs that exceed the single obligation as described in the previous sentence, such as, but not limited to, transport costs, travel and accommodation expenses as well as costs of disassembly and assembly, are at the customer's expense.

20.4. In any case, the warranty does not include defects that occur in or are wholly or partially the result of:

- a. the non-observance of instruction and / or rules or other causes than the anticipated normal use;
- b. normal wear and tear;
- c. assembly / installation and / or repair by third parties, including customer;
- d. the application of any government regulation regarding the nature or quality of the applied materials;
- e. in consultation with the customer used materials or items;
- f. materials or items that have been provided by the customer to Damtours Events B.V. for processing;
- g. materials, items, methods and constructions, insofar as applied on explicit instructions from the customer and materials and goods supplied by or on behalf of the customer;
- h. third parties involved by Damtours Events B.V., insofar as the third party has not provided any guarantee to Damtours Events B.V..

20.5. If the customer does not comply, or improperly / untimely, with any obligation arising from the agreement concluded with Damtours Events B.V. or from a related agreement, Damtours Events B.V. is not bound by any guarantee – however named – for any of these agreements. If the customer decides to disassemble, repair or perform any other work with regard to the product without the prior written approval of Damtours Events B.V., all claims under guarantee will lapse.

20.6. Complaints regarding defects – which in the opinion of the customer claim warranty – must be made in written form as soon as possible after discovery of the defect, but no later than eight days after the expiry of the guarantee period. If this period is exceeded, all claims against Damtours Events B.V. with regard to these defects will lapse.

20.7. If Damtours Events B.V. replaces parts to fulfil its warranty obligations, the replaced parts become the property of Damtours Events B.V..

20.8. With regard to repair or refurbishment work carried out by Damtours Events B.V. or other services, unless otherwise agreed, warranty is only given on the soundness of the performance of the assigned work, for a period of twelve months. This guarantee entails the sole obligation of Damtours Events B.V. to re-perform the relevant work, insofar as inadequate, in case of defectiveness.

20.9. No warranty is given for the inspection, advice and similar obligations carried out by Damtours Events B.V..

20.10. The alleged non-fulfilment by Damtours Events B.V. of its guarantee obligations does not release the customer from the obligations arising from any agreement entered into with Damtours Events B.V..

## **Article 21 Suspension and termination of the purchase agreement**

21.1. If the customer informs Damtours Events B.V. that he does not comply with the agreement, he will owe a fee, i.e. 20% of the remaining sum of the agreement up to three months before the execution of the agreement, 30% of the remaining sum of the contract up to one month before the execution of the contract, 40% of the remaining sum of the contract up to fourteen days before the execution of the contract, 60% of the remaining sum of the contract up to three days before the execution of the contract and 100% if the communication takes place less than three days before the execution of the contract. If Damtours Events B.V. has started the production of a custom made at the request of the customer (custom made), the customer owes the full sum of the contract to Damtours Events B.V..

21.2. If the period of force majeure (in accordance with Article 9) has lasted longer than two months, the customer has the right to dissolve the agreement extrajudicially, without

Damtours Events B.V. being obliged to any compensation for the damage that the customer suffers as a result of that dissolution. The dissolution of the agreement can only apply to the goods and / or services not delivered to the customer by Damtours Events B.V.. Damtours Events B.V. is entitled to payment by the customer of all goods delivered to the customer until the time of dissolution.

21.3 If the customer does not comply, or improperly / untimely, with any obligation arising from the agreement concluded with Damtours Events B.V. or from a related agreement, or if there's a reasonable fear that the customer is or will not be able to fulfil his contractual obligations towards Damtours Events B.V., as well as in the event of bankruptcy, suspension of payment, cessation, liquidation or partial transfer – whether or not as security – of the client's business, including the transfer of an important part of his business claims, Damtours Events B.V. is entitled to, without notice of default and without judicial intervention, either to suspend the execution of this agreement(s) for a maximum of two months, or to dissolve it, this without being liable for any compensation and without prejudice to the further rights it is entitled to. During the suspension, Damtours Events B.V. is authorized and, at the end of it, it is obliged to opt for execution or for a total or partial dissolution of the suspended agreement(s).

21.4 In case of suspension under paragraph 21.3, the agreed price immediately becomes due and payable, after deduction of the instalments already paid. In case of dissolution under paragraph 1 of this article, the agreed price – in case no prior suspension has taken place – immediately becomes due and payable, with deduction of the instalments already paid, and the customer is obliged to pay the amount specified in advance and to purchase the items included therein. Upon failure to do so, Damtours Events B.V. is authorized to store these items at the expense and risk of the customer or to sell the items on behalf of customer. In the aforementioned case, the proceeds from the sale of the items will accrue to Damtours Events B.V.. Any intellectual property rights that have passed to the customer will be vested in Damtours Events B.V. in case of suspension under paragraph 21.3.

21.5. The customer is not authorized / entitled to claim dissolution of the agreement(s) with retroactive effect.