

## GENERAL RENTAL CONDITIONS FOR CORPORATE EVENTS

### Article 1: General observations

1. These General Rental Conditions for Corporate Events (hereinafter: the **General Rental Conditions**) form an integral part of and apply to all offers made by the Lessor (including quotations and options) and to all agreements between the Lessor and the Lessee.
2. The capitalised terms in the General Rental Conditions have the same meaning as in the offers and/or quotations provided by the Lessor to the Lessee and in the location agreement entered into by the Lessee and the Lessor, of which the General Rental Conditions form part.
3. Deviation from the provisions of the General Rental Conditions is only possible in writing. The Lessor and the Lessee must both initial handwritten amendments.
4. The Lessor has the right to amend the General Rental Conditions.
5. This is an English translation of the Algemene Huurvoorwaarden voor Zakelijke Evenementen (version 29-02-2020). The Dutch language version of these General Rental Conditions is controlling in all respects and prevails in case of any inconsistencies with this translated version.

### Article 2: Offers

1. All offers made by the Lessor, including options and quotations, are without obligation, even if the offer includes a term for acceptance. If an offer from the Lessor states a term for acceptance, this means that the non-binding offer will lapse after the expiry of that term.
2. Until the Lessee has signed the location agreement and/or the quotations for approval and returned them to the Lessor, the most recent version of the location agreement and/or the quotations, as sent by the Lessor to the Lessee by e-mail and/or by regular mail, apply for the determination of the cancellation fee referred to in article 6(4) of the General Rental Conditions and the possibility of scaling down as referred to in article 6(7) of the General Rental Conditions.

### Article 3: The Rented Areas

1. The Rented Areas only include the areas designated as such in the location agreement and/or the quotations.
2. The Lessee is not permitted to use the Rented Areas for any purpose other than the Event described in the location agreement and/or the quotations.
3. The following areas/sites are not part of the Rented Areas and are (if present) operated independently by the Lessor: the cloakrooms, the toilets, the café and/or restaurant areas, the kitchen areas, the central entrance, the car park and the outside area.
4. The car park and the outside area are used exclusively as parking space and as an access route to the Rented Areas. The Lessor has the sole right to charge parking fees.
5. The café and/or restaurant areas present and any mobile catering facilities, to be used by the Lessor at its own discretion, must remain accessible at all times. The Lessee will strictly follow the Lessor's instructions in connection with the accessibility of the catering points (whether mobile or not).

### Article 4: Condition of the Rented Areas

1. If no inspection statement was drawn up in writing by the Lessor and the Lessee at the start of the Rental Period, the Rented Areas will be deemed to have been in good condition at the start of the Rental Period.
2. There is a 'defect' in the Rented Areas if the Rented Areas do not provide the rental enjoyment that the Lessee could reasonably expect upon entering into the location agreement and/or accepting the quotation.
3. The Lessee cannot claim a rent reduction in the event of a reduction in rental enjoyment unless that reduction is caused by a defect that the Lessor knew of or should have known of at the start of the Rental Period.
4. The Lessor is not obliged to repair defects in the Rented Areas unless the Lessor knew or should have known them at the start of the Rental Period.

### Article 5: Use of the Rented Areas and duty to disclose

1. The Lessee is obliged of its own accord to provide the Lessor with a correct and complete statement in a timely manner of the activities that will take place in/at the Rented Areas and of activities that will take place in or near the Rented Areas and/or the location of which the Rented Areas are part of, including the car park and/or outdoor area which may lead to unsafe situations, disturbance of the peace, fuss and/or nuisance, or which can be regarded as contrary to public decency. The Lessee guarantees the correctness and completeness of its statement.
2. In the event of an unsafe situation or imminent unsafe situation, disturbance of the peace, fuss and/or nuisance as described in paragraph 1 of this article, the Lessor has the right, without giving notice of default, to take all those measures that the Lessor deems necessary at that time, including the entire or partial shutdown and/or prohibition of the Event and/or an immediate, unilateral termination of the location agreement and/or withdrawal of the quotations.
3. In the event of an unsafe situation or imminent unsafe situation, disturbance of the peace, fuss and/or nuisance as described in paragraph 1 of this article, the Lessee is liable for the costs incurred by the Lessor as a result thereof and for other loss that the Lessor suffers as a result thereof. The Lessee indemnifies the Lessor against claims from third parties in this regard. In the event of termination of the location agreement and/or withdrawal of the quotations due to an unsafe situation or imminent unsafe situation, disturbance of the peace, fuss and/or nuisance as described in paragraph 1 of this article, the loss suffered by the Lessor is at least equal to the Rent plus the additional costs listed in the most recent version of the location agreement and/or the quotations.

**Article 6. Cancellation – change(s) to the Rented Areas**

1. The Lessor has the right to end the location agreement with immediate effect ('cancel') and/or to withdraw the quotations due to any, in its opinion, important reason. In this situation, the Lessor will refund the payments already received from the Lessee under the location agreement and the quotations, unless the reason for termination is due to an act and/or omission on the part of the Lessee.
2. After consultation with the Lessee, the Lessor may allocate other areas than the Rented Areas to the Lessee under the same conditions as described in the location agreement and/or the quotations.
3. If the Lessee terminates the location agreement before the start of the Rental Period by giving notice (of cancellation) and/or wishes to cancel or move the date of the Event and all other services agreed through the location agreement and/or quotations and/or withdraws the quotation(s), it owes the Lessor a cancellation fee.
4. The amount of the cancellation fee as referred to in paragraph 3 of this article depends on the period between the time the Lessor receives the cancellation and the start of the Rental Period. If the period between receipt of the cancellation and the start of the Rental Period:
  - is more than or equal to six months, the cancellation fee is equal to 50% of the Rent;
  - is less than six months but more than or equal to three months, the cancellation fee is equal to 100% of the Rent;
  - is less than three months but more than or equal to two months, the cancellation fee is equal to 100% of the Rent plus 25% of the additional costs;
  - is less than two months but more than or equal to one month, the cancellation fee is equal to 100% of the Rent plus 40% of the additional costs;
  - is less than one month but more than or equal to 14 days, the cancellation fee is equal to 100% of the Rent plus 60% of the additional costs;
  - is less than 14 days but more than or equal to seven days, the cancellation fee is equal to

- 100% of the Rent plus 80% of the additional costs;
  - is less than seven days, the cancellation fee is equal to 100% of the Rent plus 100% of the additional costs;
5. In the event that the location agreement and/or the quotations concern a long-term/multi-edition agreement, the cancellation fee owed by the Lessee is equal to the sum of the individual cancellation fees, which are determined on the basis of the period between the time that the termination is received by the Lessor and the commencement of the respective Rental Periods.
  6. The Lessor will provide the Lessee with an invoice for the cancellation fee owed. The Lessee will pay the cancellation fee within the payment term stated on the invoice.
  7. The Lessee has the option, up to five working days before the start of the Rental Period, in writing (including by e-mail), to adjust the number of persons stated in the location agreement and/or in the quotations downwards by a maximum of 15%. Such a change will be processed by the Lessor on the basis of subsequent calculation. Scaling down the number of persons within the limits as described in this paragraph is only possible with regard to the additional costs (as defined in article 8(5) of the General Rental Conditions), in which case the Lessor can increase the costs per person in the event of scaling down.
  8. The Lessee is not entitled to cancellation and/or termination of the location agreement, withdrawal of the quotations and/or any compensation if the provisions of paragraph 1 and/or 2 of this article are invoked by the Lessor.

**Article 7: Furnishing and vacation**

1. The Rented Areas will be furnished in consultation with the Lessor. The Lessor has the right to issue binding regulations with regard to the furnishing of the Rented Areas. Any inventory present in the Rented Areas, such as furniture, soft furnishings, as well as heating and electricity, is not included in the Rented Areas/the Rent.

2. The Lessee is not permitted to make changes in or to the Rented Areas and/or to stick anything to, cut, break, drill and/or nail into floors, walls, ceilings, columns, etc., without the Lessor's prior written consent.
3. Connection points for electricity, water, telecommunications, heating and ventilation installations or fire security equipment that are located in the Rented Areas at all times need to be easily accessible and kept free of obstacles.
4. The work to be performed in the Rented Areas for the Event in regard to temporary connections of gas, water, electricity, compressed air, water drainage, flue gas drainage and other temporary connections, as well as work relating to cleaning and waste removal, will be performed exclusively by the Lessor or by third parties appointed by the Lessor.
5. The performance of the activities referred to in paragraph 4 of this article, as well as all other activities and services to be performed by the Lessor, will only commence after the Lessee has given a written order to do so. All costs associated with the performance of the assigned work and services are payable by the Lessee.
6. At the end of the Rental Period, the Lessee will hand over the Rented Areas in the condition in which they were accepted, i.e. in good condition, completely vacated, and broom clean.
7. If the Rented Areas are not handed over on time and/or improperly, the Lessor is entitled to, at the Lessee's expense and risk, take the measures that the Lessor deems advisable or necessary in regard to the late and/or improper handover.
8. All damage to the Rented Areas and/or the location of which the Rented Areas form part, including the car park and/or outdoor area, caused by the Lessee or by persons falling under the Lessee's responsibility as well as damage as a result of missing and/or loss of items present in the Rented Areas, will be replaced or repaired by the Lessor at the risk and expense of Lessee.
9. If the Rented Areas are not handed over to the Lessor on

time and/or improperly, the Lessee will owe the Lessor an amount equal to the Rent for one day's rent for each day or part of a day that the Lessee is in default. In addition, the Lessor is entitled to compensation for all damage that it suffers as a result of the late and/or improper handover of the Rented Areas.

#### **Article 8: Furnishing, technology, facilities, services and catering**

1. All costs to be incurred by the Lessor for the Lessee and/or the Event, including but not limited to water, water connections, gas, electricity, electricity connections, flue gas discharge, compressed air, telecommunications, fire watch, cleaning, waste disposal, security, catering and first aid are payable by the Lessee.
2. All costs to be incurred by the Lessor for the Lessee and/or the Event regarding the deployment of staff for, among other things, but not limited to, porter services, checkout staff, security and the operation of technical installations are payable by the Lessee.
3. The Lessee exclusively purchases the following services from the Lessor: water and water connections, electricity and electricity connections, rigging, cleaning, waste disposal, security, fire watch and first aid.
4. In addition to the aforementioned costs for furnishing, technology, facilities and services, all costs incurred by the Lessor for the benefit of the Lessee and/or the Event with regard to catering are also payable by the Lessee.
5. The costs for the furnishing, technology, facilities, services, and catering described in paragraphs 1, 2, 3 and 4 of this article are referred to hereinafter individually and collectively as 'additional costs'.
6. In consultation with the Lessee, the Lessor determines which furnishing, technology, facilities, services and catering, and to what extent, are necessary for the Event. The Lessor draws up an overview of the additional costs.
7. The furnishing, technology, facilities, services and catering, as well as the additional costs, are, if applicable, specified in the

cost overview and included in one or more quotations.

8. The Lessor's administration is leading with regard to the determination of the nature and extent of the equipment purchased by the Lessee with regard to the Event, technology, facilities, services, catering and the associated additional costs.

#### **Article 9: Payment**

1. Unless there is a termination as described in article 6(1) (with the exception of termination due to acts and/or omissions of the Lessee) or in article 6(3) of the General Rental Conditions, the Rent and the additional costs remain due in full if the Lessee, for whatever reason, does not use the Rented Areas in whole or in part.
2. The Lessor has the right to determine from which outstanding claim from the location agreement and/or the quotations a payment received from the Lessee will be deducted unless the Lessee expressly states otherwise when making the payment. In the latter case, the provisions of article 6:50 Dutch Civil Code does not apply.
3. Unless stipulated otherwise in the location agreement and/or the quotations, the Lessor applies the following payment conditions:
  - 75% of both the Rent and the additional costs must be paid three weeks before the start of the Rental Period;
  - the remaining 25% of both the Rent and the additional costs plus all costs for additional furnishing, technology, facilities, services and catering purchased by the Lessee for the Event must be paid within 14 days of the invoice date.
4. With regard to the furnishing, technology, facilities, services and catering which have been ordered but not specified in the location agreement and/or the quotations, the Lessee undertakes to pay at first request an amount determined by the Lessor with regard to this furnishing, technology, facilities, services and catering in the form of a down payment to be paid into an account to be indicated by the Lessor. At the Lessor's first request, the Lessee will top up the aforementioned down

payment. Within one month after the end of the Rental Period, the aforementioned down payment will be settled on the basis of the furnishings, technology, facilities, services and catering actually purchased by the Lessee, the costs of which are calculated at the rates as included in the most recent version of the location

agreement and/or the quotations or at the rates applicable at the time of delivery. If the amount of the down payment is less than the amount to be paid by the Lessee, the Lessee will receive an invoice for the difference, which must be paid by the Lessee within 14 days. If the amount of the down payment is more than the amount to be paid by the Lessee, the Lessee will receive a credit invoice for the difference, which will be credited to the Lessee by the Lessor.

5. The Lessor and its affiliated entities have the right to set off any claims against the Lessee, for whatever reason, against the down payment paid by the Lessee.
6. The Lessee does not have the right to suspend and/or set-off payments to the Lessor. All payment and other terms for the Lessee are strict deadlines so that the Lessee is legally in default when they expire. The Lessee owes interest of 1% per month over the period that the Lessee is in default with part of a month counting as a whole month.
7. The extrajudicial collection costs are payable by the Lessee. These are determined in accordance with the Wet normering buitengerechtelijke incassokosten and the associated Besluit vergoeding voor buitengerechtelijke incassokosten.

#### **Article 10: Permits and statutory and other regulations**

1. The Lessee is responsible for and obliged to:
  - obtain and comply with the necessary permits and/or exemptions with regard to the Event;
  - comply with all legal regulations, including but not limited to the Licensing and Catering Act, the HACCP, the Tobacco Act, the Betting and Gambling Act, the Weapons

- and Ammunition Act, the Working Conditions Act, the Opium Act, the Copyright Act and the GDPR.
2. The Lessee is also obliged to strictly comply with all other regulations of a public nature that have been or will be established by a government agency for the performance of a government task. The foregoing also applies to regulations that are not specifically described in this article, including the regulations belonging to the environmental and other permits that apply to the relevant location ('establishment'), as well as specific written instructions from the Lessor aimed at compliance of these permits.
  3. The Lessor does not guarantee that what the Lessee organises or intends to organise in the Rented Areas is in accordance with the allocation plan for the Rented Areas and/or the location of which the Rented Areas are part, including the applicable car park and/or outdoor area.
  4. Notwithstanding the provisions of paragraph 1 of this article, the Lessor will make every effort to assist the Lessee in obtaining the necessary permits and/or exemptions for the Event.
  5. The Lessee will provide the Lessor with a copy of the required permits and/or exemptions no later than one week before the start of the Rental Period.
  6. The Lessor reserves the right to deny the Lessee access to the Rented Areas and/or to suspend the Event if the Lessee does not comply with the provisions of paragraphs 1, 2 and/or 5 of this article.
  7. The absence of the required permits and/or exemptions does not release the Lessee from its payment and other obligations towards the Lessor under the location agreement and/or the quotations.
  8. The absence of any required permits and/or exemptions and/or non-compliance with the allocation plan cannot be regarded as a defect of the Rented Areas.
  9. Any penalties or periodic penalty payments imposed by any authority, regardless to whom they are addressed, as a result

- of (non) acting in violation of the provisions of this article or as a result of (non) acting in violation of another obligation of the Lessee, are for the Lessee's account and risk.
10. The Lessee indemnifies the Lessor against all claims related to the failure to obtain the necessary permits and/or exemptions and/or the failure to correctly comply with the applicable conditions and/or regulations and/or the failure to correctly comply with the applicable legislation and regulations.

#### **Article 11: Provisions concerning order**

1. The Lessor has the right to issue binding instructions to the Lessee with regard to the performance of work in, on or at the Rented Areas as well as with regard to the use of the Rented Areas and the location, including the car park and/or outdoor area.
2. The Lessee is not allowed to cause nuisance. The Lessee is also not permitted to admit more persons to the Rented Areas than the capacity of the Rented Areas and/or the permit allows.
3. The Lessor can issue binding regulations to the Lessee with regard to aspects of amongst others but not limited to order, security and access control.
4. Operation of technical installations on or in the Rented Areas and/or the location of which the Rented Areas are a part, including the car park and/or outside area, is performed exclusively by or under the supervision of the Lessor.
5. The Lessee is not permitted to park bicycles and/or cars elsewhere than in the parking spaces designated by the Lessor for this purpose. A towing arrangement applies outside the parking spaces indicated by the Lessor.
6. The Lessee is not permitted to give tips, rewards and/or gifts to the Lessor's staff.
7. Without the Lessor's prior written permission, the Lessee is not permitted to use the Rented Areas, on or at the location of which the Rented Areas are part, including the car park and/or outside area, the fences surrounding the location and/or

- the access road to the location, or in the immediate vicinity of it, to advertise or otherwise develop promotional activities.
8. The Lessee is not permitted to cover, remove or otherwise obscure the advertising present in the Rented Areas and/or at the location of which the Rented Areas form part, including the car park and/or outside area.
  9. There is a total prohibition on flyers, sampling and other promotional activities at and/or in the Rented Areas and/or in the location of which the Rented Areas form part, including the car park and/or outdoor area, without the express written permission of the Lessor. The costs associated with flyers, sampling and other promotional activities for the Event of both the Lessee and the Lessor are at all times exclusively for the Lessee's sole account and risk.
  10. The Lessee is not permitted to use the Lessor's name and/or logo without the Lessor's prior written permission. The Lessee strictly observes any conditions that the Lessor attaches to the use of the Lessor's name and/or logo.
  11. Without the Lessor's prior, written permission, the Lessee is not permitted to make video and/or audio recordings (or have them made) for commercial purposes at or in the Rented Areas and/or at or in the location of which the Rented Areas are part, including the car park and/or outside area.
  12. The Lessor can make or have video and/or audio recordings made at or in the Rented Areas and/or at or in the location of which the Rented Areas are part, including the car park and/or outside area of, among other things, the persons who are in or around the Rented Areas/the location. The Lessor and the companies affiliated with the Lessor are entitled to use and publish these recordings, including for promotional purposes, without owing any compensation to the Lessee and/or to the persons on the audio and/or video recordings.
  13. The Lessee ensures that neither in the Rented Areas nor elsewhere in the location of which the Rented Areas are part, including the car park/or outside area, narcotics within

the meaning of the Opium Act and/or intoxicants and/or weapons and/or ammunition within the meaning of the Weapons and Ammunition Act are present.

14. A general smoking ban applies within the Rented Areas and the location of which the Rented Areas are part.
15. The Lessee ensures that waste is deposited in the appropriate containers.
16. If the Lessee uses water in the Rented Areas, the consequences of any legionella bacteria or similar contamination will be at the Lessee's sole expense and risk.
17. The Lessee ensures that anyone (other than the Lessor) who uses the Rented Areas and/or in connection with the Event the location of which the Rented Areas are part, including the car park and/or outside area, acting as an employer within the meaning of the Working Conditions Act, in the Rented Areas and/or in the location of which the Rented Areas are part, including the car park and/or outside area, creates a safe and healthy working environment by complying with the regulations as set forth in the aforementioned Act and the decrees based thereon, as well as related statutory and other regulations, including, but not limited to, the Foreign Nationals Employment Act and the Working Hours Decree.

#### **Article 12: Café – restaurant and/or other catering facilities**

1. To the exclusion of anyone else, the Lessor has the right to the sale and sale proceeds of drinks, food and other articles for consumption and/or recreation, including smoking accessories, in the Rented Areas and in the location of which the Rented Areas form part including the car park and/or outdoor area.
2. The opening hours of the catering facilities are determined by the Lessor. The Lessor determines the number of catering points. If mobile catering points are used, the Lessor will determine the locations of the relevant mobile catering points.
3. Only drinks from the range carried by the Lessor's house

supplier are served within the Rented Areas and in the location of which the Rented Areas are part, including the car park and/or outside area.

4. The Lessee is not allowed to sell or provide drinks, food and other consumer and/or recreational items (whether or not free of charge) in the Rented Areas and in the location of which the Rented Areas form part, including the car park and/or outdoor area.
5. The Lessee ensures that everyone who is present in the Rented Areas and/or in connection with the Event elsewhere in the location of which the Rented Areas are part, including the car park and/or outside area, works in accordance with the Commodities Act and the Hygiene Code in order to meet the HACCP requirements.

#### **Article 13: Liability**

1. The Lessee is liable for all damage suffered or to be suffered by the Lessor during or in connection with the Event and for damage caused in/to the Rented Areas and/or the location of which the Rented Areas form part including the car park and/or outside area unless there is intent or deliberate recklessness on the part of the Lessor.
2. The Lessor is not liable for damage of any kind that the Lessee or a third party suffers in connection with the Event unless this damage is the result of one or more defects in the Rented Areas that the Lessor knew of or should have known of when the Rental Period commenced.
3. In the event that the Lessor is liable, its liability is at all times limited to compensation for direct damage and is never more than the amount paid out in the relevant case under the Lessor's liability insurance, supplemented by the amount of the excess. The Lessor is in no way liable for consequential damage such as loss of profit.
4. The Lessee undertakes to take out adequate insurance(s) that cover(s) all incidents that may occur during the term of the location agreement and/or the quotations in connection with the Event, taking into account the

specific risks related to the Event and where the damage is for the Lessee's account and risk. The Lessee undertakes to pay the premiums to be paid for this insurance in full and on time. At the Lessor's first request, the Lessee will provide a copy of the insurance policy, associated conditions and proof of premium payment.

5. The Lessee indemnifies the Lessor against all (third-party) claims related to the location agreement, the quotations and/or the Event.
6. The Lessee is responsible and liable for the actions of visitors to the Rented Areas and/or the Event and of visitors who are in or around the location of which the Rented Areas are part in connection with the Event, including the car park and outdoor area. These visitors include, among others, participants in and visitors to the Event, the Lessee's staff and third parties who perform work on the Lessee's instructions.

#### **Article 14: Organising bodies**

1. The Lessee is not permitted to sublet the Rented Areas (in whole or in part) or otherwise provide them for use to third parties without the Lessor's prior written consent.
2. If the Lessee acts as the organiser of the Event on behalf of a third party, after obtaining permission from the Lessor, it may make the Rented Areas available to this client.
3. If and insofar as the Lessee acts as the organiser of the Event on behalf of a third party, it is obliged to impose the following regulations, hereinafter jointly referred to as the 'Regulations', on the client.

The Regulations include:

- the provisions of these General Rental Conditions, with the exception of the provisions of articles 1, 2, 6, 9, 16, 17, 18, 19 and 20;
- the provisions of the safety and fire safety regulations which document is available on the location of the Lessor and a copy will be shared with the Lessee upon request;
- the provisions of the General Standholder and Exhibitor Conditions Libéma, a copy of which can be viewed at:

www.organiseren-bij-libema.nl/algemeenstandhoud er-exposantenvoorwaarden.

4. At the Lessor's first request, the Lessee will provide the client's details, which details may contain, among other things: name, contact person, address, place of residence/establishment, as well as telephone number.
5. The Lessee guarantees vis-à-vis the Lessor that the client complies with the Regulations.
6. The Lessee is liable vis-à-vis the Lessor for all damage that is directly or indirectly the result of non-compliance, late and/or incomplete observance of the Regulations by the client or the auxiliary persons engaged by the client.
7. The Lessee indemnifies the Lessor against claims from or due to the acting and/or presence of the client related to the Event.

#### **Article 15: Miscellaneous**

1. The Lessee undertakes to grant the Lessor's staff and any auxiliary persons access to the Rented Areas and/or the Event at the Lessor's first request.
2. The Lessee informs the Lessor at least 14 days before the start of the Rental Period about the expected arrival of special guests, such as members of the Royal Family, ministers, etc.
3. If rate changes and/or other price developments give reason to do so in the Lessor's opinion, the Lessor is authorised to adjust its rates. The rates adjusted in this context are implemented in the location agreement and/or the quotations unless they have been entered into within a period of three months prior to the rate change and/or have been provided by the Lessor to the Lessee.
4. The Lessor and the Lessee also choose domicile at the Lessor's office. The Lessor also has the right to make notifications to the Lessee at the addresses (both physical and e-mail) that the Lessee provides to the Lessor when the location agreement and/or the quotations are entered into.

#### **Article 16: Premature termination**

1. If the Lessee fails to comply with one or more obligations from the location agreement and/or the

quotations, applies for a moratorium of payments, is declared bankrupt, or the Debt Restructuring (Natural Persons) Act is declared applicable to him, (whether or not provisionally), the Lessor has the right to terminate the location agreement with immediate effect and/or to withdraw the quotations with immediate effect.

2. The termination referred to in paragraph 1 of this article does not affect the Lessor's right to compensation. In the aforementioned case, the loss suffered by the Lessor is at least equal to the Rent owed pursuant to the location agreement and/or the quotations, plus the additional costs.

#### **Article 17: Force majeure**

1. The Lessor is not obliged to fulfil its obligations arising from the location agreement and/or the quotations if it is prevented from doing so as a result of force majeure. Force majeure on the part of the Lessor is understood to mean any circumstance that is beyond the Lessor's immediate control, and that prevents or complicates the normal performance of the location agreement and/or the quotations, such as: strike, government measures, non-fulfilment or late or incomplete fulfilment by third parties, etc.

#### **Article 18: Penalties**

1. If the Lessee fails to comply with one or more obligations from the location agreement and/or the quotations, the Lessee will forfeit a contractual penalty in the amount of EUR 2.500 per violation per day that the obligation is not fulfilled, notwithstanding the Lessor's right to compensation, unless a specific penalty has already been determined for this violation, such as in article 7(9) of the General Rental Conditions.

#### **Article 19: Conversion**

1. If an article or part of an article of the General Rental Conditions is annulled or turns out to be void, the rest of the General Rental Conditions and the remaining part(s) of that provision shall not in any way be affected. The Lessee and the

Lessor shall seek in good faith to agree amendments to the respective clauses to reflect the original intent as closely as legally permissible.

#### **Article 20: Applicable law and choice of forum**

1. The location agreement, all offers made between the Lessee and the Lessor, the quotations and the General Rental Conditions are governed by Dutch law.
2. Unless another court has jurisdiction under provisions of mandatory law, only the competent court in the district of East Brabant, the Netherlands has jurisdiction to adjudicate on disputes between the parties. The Lessor always has the right to summon the Lessee before a court that also has jurisdiction without the aforementioned choice of forum.