



MATTER OF TASTE

CATERING & EVENTS

GENERAL TERMS AND CONDITIONS MATTER OF TASTE

ARTICLE 1 - DEFINITIONS

Contractor

Matter of Taste
(trade name of private company: Nieuw Amsterdam Horeca)

Client

The natural or legal person or company that has entered into an agreement with the Contractor.

Agreement

An agreement between the Client and the Contractor regarding one or more services to be provided by the Contractor at a price to be paid by the Client.

Cancellation

The notice given by the Client in written form that one or more agreed services will not be used in whole or in part, or the notice given by the Contractor in written form that one or more agreed services will not be provided in whole or in part.

Days

Days will be understood to mean calendar days.

Reservation value

The reservation value is the total amount of the most recently communicated cost estimate, drawn up by Contractor for the cancellation of the agreed upon event.

GTC

General Terms and Conditions

ARTICLE 2 - APPLICABILITY

2.1 The GTC apply to all agreements concluded by the Client and to all offers from the Contractor for the conclusion of an agreement. Other general conditions do not apply to these, unless explicitly agreed otherwise in writing. If other general terms and conditions apply in addition to the GTC, the GTC shall prevail in case of contradiction.

2.2 Deviating from the GTC is only possible in writing after the explicit consent of the Contractor.

ARTICLE 3 - OFFERS

3.1 All offers made by or on behalf of the Contractor are valid for 14 days, unless otherwise stated and/ or unless the Contractor withdraws the offer within the term. After this term, the offer expires automatically.

3.2 A commission or order issued by the Client is binding upon the Client. The Contractor may send an order confirmation to the Client. If the Client does not object within 5 days after sending the order confirmation to the description of the order contained therein, the order confirmation is deemed to reflect the agreement correctly and completely.

3.3 The Contractor is only bound if their written offer has been accepted in time, or if they have sent an order confirmation.

3.4 Up to 10 days before the date of execution of the commission, the Client may communicate to the Contractor a number of guests up to 10% lower than originally specified.

If the adjusted number of guests is more than 10% of the original number, this shall be considered to be a partial cancellation to which article 6.1 applies mutatis mutandis. In that case, the Contractor determines the crediting based on the information stated in the quote or order confirmation.

This rule applies mutatis mutandis to changes to the assortment made by the Client before the day of execution of the commission. If on the day of the execution of the commission more guests show up than the agreed number, the related costs will be charged extra based on the information stated in the quote or order confirmation.

3.5 Agreements with employees of the Contractor do not bind the Contractor, unless these have been confirmed in writing on behalf of the Contractor.

3.6 Agreements concluded for third parties, entered into by intermediaries (organising offices, event planning agencies etc.), whether or not on behalf of their relation(s) are deemed to have been concluded at the expense and risk of this intermediary as well. Payment by the third parties of the whole or part of the amount due shall release the intermediary to the same extent.



MATTER OF TASTE

CATERING & EVENTS

3.7 All images, drawings, ideas and information included in, or annexed to an offer or order confirmation are only for use in the context of the commission provided or to be provided and may not be used by the Client for other purposes or be provided to third parties. All rights thereto remain with the Contractor.

ARTICLE 4 - PRICES

4.1 All prices exclude VAT. All other levies imposed by the authorities are also at the expense of the Client.

4.2 If the Contractor provides a composite quotation, there is no obligation to perform of a part of the order against a corresponding part of the price quoted for the entire order.

4.3 If one or more cost price factors show an increase after the conclusion of the agreement, the Contractor has the right to charge these increases to the Client.

4.4 Price increases as referred to in 4.3 do not give the Client the right to dissolve the agreement.

4.5 Any costs to be charged by the agency for image/music copyrights (Buma, Sena, Videma), shall be at the expense of the Client.

ARTICLE 5 - PAYMENT

5.1 Payments must be made within 14 days of the invoice date, unless otherwise stated in the quote.

5.2 If an (advance) payment has not been received in time, the Contractor has the right to cancel the order immediately and refuse further execution of the order, without being in default. This is considered a cancellation by the Client, and article 6.1 shall apply mutatis mutandis.

5.3 The Client is not entitled to invoke settlement and/or suspension of payment.

ARTICLE 6 - CANCELLATIONS

6.1 If the Client cancels the agreement, the Contractor may charge cancellation costs.

6.2 In case of cancellation more than 4 months before the time on which the service would be provided pursuant to the agreement, the customer is not obliged to pay any compensation, except for the full location fee (if

applicable).

In case of cancellation more than 3 months before said time, the customer is obliged to pay 25% of the reservation value*, as well as the full location fee (if applicable).

In case of cancellation more than 2 months before said time, the customer is obliged to pay 45% of the reservation value*, as well as the full location fee (if applicable).

In case of cancellation more than 1 month before said time, the customer is obliged to pay 85% of the reservation value*, as well as the full location fee (if applicable).

In case of cancellation more than 14 days before said time, the customer is obliged to pay 95% of the reservation value*, as well as the full location fee (if applicable).

In case of cancellation less than 14 days before said time, the customer is obliged to pay 100% of the reservation value*, as well as the full location fee (if applicable).

6.3 Cancellations may only be made in writing. The calculation of the amount due is based on the day on which the written cancellation was received by the Contractor.

6.4 If the location chosen by the Client is no longer available after the conclusion of the agreement (for whatever reason), the Contractor is entitled to cancel the agreement without the Contractor being obliged to pay any compensation.

6.5 The Contractor reserves the right to cancel orders that in retrospect are in conflict with government regulations, or good taste, even if the order has already been confirmed and/or a start to executing the order has been made. This also applies to a cancellation by the Client, and article 6.1 applies mutatis mutandis.

ARTICLE 7 - EXECUTION

7.1 The execution of the agreement between the Client and the Contractor is based on the nature of the event as specified by the Client, the specified numbers and the specified circumstances. If the specification of the Client does not correspond with the actual numbers, circumstances or nature of the event, the Contractor is not liable for any consequences thereof.

7.2 The Client guarantees that the Contractor can



MATTER OF TASTE

CATERING & EVENTS

carry out all necessary preparations at the location on time, with free provision of the necessary facilities such as gas, water, electricity and rooms, unless otherwise agreed.

7.3 If the Client fails to strictly perform any of their obligations arising from an agreement with the Contractor, the Contractor has the right to suspend the fulfilment of all obligations towards the Client and to dissolve all agreements with the Client, all this while retaining the right to compensation. In that case, everything that the Client owes to the Contractor is immediately due and payable.

7.4 The Contractor is entitled to have the order or parts thereof carried out by third parties not employed by him, without notice to and without the permission of the Client, unless stated otherwise in the quote.

7.5 If permission from a third party is required for the execution of the agreement, the Client shall ensure that such permission is obtained in a timely manner. Failure to obtain the required permission is the sole risk of the Client.

ARTICLE 8 - TRANSPORT AND WORKING CONDITIONS

8.1 The Client is obliged to take all measures to facilitate a quick unloading of the goods required for the execution of the order. The Contractor is not responsible for the manner in which the Client stores the goods. If the Client has failed to take timely measures for receiving the goods, the Contractor is entitled to unload and store these goods at the expense and risk of the Client, with which the Contractor has fulfilled the delivery obligation. The Contractor reserves the right to deliver the goods in parts.

8.2 The Client undertakes to ensure, in a timely manner, that the activities that do not belong to the commission to the Contractor are carried out according to the Contractor's requirements and therefore also on time, so that the delivery and preparation of the necessary inventory and goods do not suffer any delays, that the access to the rooms in which the Contractor is to work is unobstructed and that the work on site can proceed smoothly and undisturbed.

ARTICLE 9 - COMPLAINTS

9.1 Complaints may only be made in writing and with a motivation within 8 days after execution of the

order. Obvious misprints, typing errors, miscalculations or ambiguities in quotations, order confirmations and/or prospectuses are not binding for the Contractor.

9.2 Any defect in a part of the execution of the order does not entitle the Client to reject the services provided in their entirety.

9.3 The Contractor does not accept any responsibility for shortcomings caused by fault of or through actions of the Client or third parties, or by external causes.

9.4 In case the complaint concerns a received invoice, the Contractor must be notified of this by registered letter or email, within 8 days of the invoice date. After expiry of the 8-day term as aforementioned, the Client is deemed to have agreed with the invoice sent to him.

ARTICLE 10 - LIABILITY

10.1 The Contractor is never liable for any damage suffered by the Client and/or their guests and/or those accompanying them and/ or third parties, unless the damage is the direct consequence of intent or gross negligence of the Contractor.

10.2 Any liability of the Contractor, pursuant to any reason whatsoever, is always limited to a maximum of the agreed price of the order, or the amount that is reimbursed by the liability insurer of the Contractor in the relevant case, whichever is greater.

10.3 The Contractor is not responsible for damage caused by intent or gross negligence of subordinates.

10.4 Loss of earnings and other indirect damage is not eligible for compensation. Client should take out insurance to cover such damages, if such is deemed desirable. Should it be established in court that the Contractor is responsible for loss of earnings after all, paragraphs 1, 2 and 3 of this article shall apply mutatis mutandis.

10.5 The Client will be considered to be the owner, tenant or user of the space at all times, even if the rent has been established through the mediation of the Contractor. The Contractor accepts no liability for



MATTER OF TASTE

CATERING & EVENTS

damage caused to the room by the Contractor or others during the period of use and the Client indemnifies the Contractor against all third-party claims in this respect.

10.6 When placing flagpoles or necessary anchoring of a rental or furnishing materials and tent pavilions which takes place on the instructions of and/or with the permission of the Client, the Contractor does not accept any liability for any damage that may have occurred.

10.7 The Client is liable for all damage that arises and/or will arise for the Contractor and/or any third party as a direct and/or indirect result of the non-performance and/or wrongful actions of the Client and/or their guests and/or those accompanying them, as well as for all damage caused by any animal and/or any substance and/or any item which is in the possession action of the Client and/or their guests and/or those accompanying them.

10.8 The Contractor is not liable for loss or theft of property of the Client and/or their guests and/or those who accompany them at the place where the commission is carried out.

10.9 If an assignment is given by two or more Clients, being natural or legal persons, these persons are each individually severally liable for the full compliance with the Client's obligations arising from the agreement.

ARTICLE 11 - PROPERTY OF GOODS

11.1 Damage to or loss of goods made available by the Contractor must be paid by the Client to the Contractor at their cost.

ARTICLE 12 - DISPUTES

12.1 All disputes relating to/arising from/ associated with the offers made by the Contractor and the agreements entered into with the Contractor, as well as all collections due to non-payment, will be brought exclusively before the court in Amsterdam.

ARTICLE 13 - CONFIDENTIALITY AND PRIVACY

13.1 Both parties are obliged to maintain the confidentiality of all confidential information in the context of their agreement with each other or received from another source. Information is considered confidential if this has been communicated by the other

party or if this results from the nature of the information, unless there is an obligation by law.

13.2 Client data will never be provided to third parties without prior consent.

13.3 The Contractor will not use personal data from the Client for other purposes.