





ROTTERDAM AHOY

ROTTERDAM AHOY GENERAL HOSPITALITY TERMS AND CONDITIONS

Rotterdam Ahoy

ROTTERDAM AHOY GENERAL HOSPITALITY TERMS AND CONDITIONS

The following general terms and conditions form an inseparable part of and apply to all rental agreements between Rotterdam Ahoy ('Ahoy') and the other party, on the basis of which Ahoy rents hospitality space and accommodation to the other party. Derogations from these general terms and conditions are permitted only if and in as far as these are explicitly confirmed by Ahoy in writing.

Article 1 - Provision of information

1.1 Ahoy shall provide the other party with all information in its possession, in as far as the other party can reasonably be expected to need this information.

1.2 The other party is required to provide Ahoy with all information in its possession, in as far as Ahoy can reasonably be expected to need this information. This in any event includes information on the objective, the target group and the use of the hospitality area and/or accommodation.

1.3 The parties shall treat all information that they receive in relation to this agreement in strict confidence, shall not disclose it to third parties and shall make it available only to their employees and/or third parties that they deploy in as far as is necessary for the execution of this agreement.

Article 2 - The price

2.1 The price payable in any event includes the costs for the use of the hospitality area and/or accommodation.

2.2 The number of agreed entrance tickets for the hospitality area and/or accommodation, the parking cards and the supervisors' passes are included in the price.

2.3 Depending on the use and the requirements of the other party, extra costs will be charged for matters including services of Ahoy and third parties.

Article 3 - Payment conditions

3.1 An invoice will be sent within a month of the contracting of the rental agreement, or at least two (2) months prior to the event. This will cover the total rental price (inclusive of VAT). This amount must be paid within thirty (30) days of the invoice date.

3.2 Payment must take place either through a transfer to the bank account designated by Ahoy or by other means designated by Ahoy.

3.3 The other party is not authorized to settle amounts payable to Ahoy with any alleged counter-claim or to suspend payment of amounts that it owes unless such suspension or settlement is explicitly agreed in writing.

3.4 If the other party fails to pay amounts due to Ahoy on time, the other party is immediately in default, with no notice of default being required, and owes interest at the statutory rate for trade transactions from the first day following the expiration of the payment term.

3.5 The prices quoted by Ahoy are based on the current price levels. Price changes are reserved and may arise for reasons including changes in the programme, changes in the number of guests and changes in the times and/or dates.

Article 4 - Transferability

4.1 The rights and obligations of the parties arising from this agreement are not transferable without the prior written consent of the other party.

4.2 Unless otherwise agreed, third parties may not be granted use of the hospitality area and/or accommodation.

Rotterdam Ahoy 2021, changes reserved

ROTTERDAM AHOY

Article 5 - Changes

5.1 Ahoy has the right to implement minor changes to the programme, in as far as these do not adversely affect the nature of the event.

5.2 If Ahoy, other than in a case of force majeure, decides not to allow the event to take place (which is at the free discretion of Ahoy), Ahoy will notify the other party of this no less than four (4) weeks prior to the commencement of the event.

5.3 In the event of a situation of force majeure (Article 6:75 of the Dutch Civil Code), Ahoy has the right at all times to cancel and/or reschedule the event.

Article 6 – Cancellation by other party

6.1 If the other party cancels the rental agreement at any time, this will not lead to dispensation from its obligation to actually participate and make payment.

Article 7 - The hospitality area and/or accommodation

7.1 The other party has the right to make a round of the hospitality area and/or accommodation to check for damage on commencement and at the end of the rental period. A delivery report will be drawn up on the basis of this round, which will be signed by the other party and Ahoy. If the other party does not avail itself of this right at the start of the rental period, the other party is deemed to have received the hospitality area and/or accommodation in good and clean condition, without defects.

7.2 Unless otherwise agreed, the fittings and furnishing of the hospitality area and/or accommodation will be provided by Ahoy.

7.3 Unless otherwise agreed, the other party is not permitted to make any changes or additions to the hospitality area and/or the accommodation or to their fittings and furnishings without the explicit written consent of Ahoy (see the relevant rental agreement if applicable).

7.4 At the end of the event period, the other party shall return the hospitality area and/or accommodation in its/their original condition. This means without damage or missing items.

7.5 If the other party fails to return the hospitality area and/or accommodation in the original condition at the end of the event period, Ahoy has the right to (arrange to) return the premises to the original condition or to (arrange) to clear them, at the risk and expense of the other party, with no notice of default being required.

Article 8 - Entrance tickets to hospitality area and/or accommodation

8.1 Ahoy will make the agreed number of entrance tickets for the hospitality area and/or accommodation available to the other party. Guests/business relations may only enter the accommodation with these entrance tickets. The entrance tickets may be used only once.

8.2 The tickets are intended as relationship cards and to that end, must be made available to guests/business relations free of charge. The tickets may not, therefore, be sold on to third parties or made available for commercial purposes without the prior written consent of Ahoy.

8.3 The other party must also impose this obligation on its guests/business relations. Ahoy is not liable if business relations of the other party have lost entrance tickets or do not make use of the entrance tickets.

Article 9 - Merchandising, sampling and catering

9.1 Merchandising and sampling are permitted only with the written approval of Ahoy.

9.2 Unless otherwise agreed, all catering will be provided by Ahoy or by a party to be designated by Ahoy. The other party is therefore not permitted to provide any catering

Rotterdam Ahoy 2021, changes reserved

itself without the written consent of Ahoy.

Article 10 - Statutory regulations

10.1 Employees of Ahoy have a general instruction authorisation. No unreasonable use will be made of this.

10.2 Ahoy applies House Rules www.ahoy.nl/huisreglement applying for everyone present on the entire Ahoy site. The other party must comply with these, except and in as far as the rental agreement or these general terms and conditions derogate from the House Rules.

10.3 The other party must also comply with all applicable statutory provisions, as referred to in Article 7 of the House Rules www.ahoy.nl/huisreglement and must follow the instructions of the competent authorities in that regard.

10.4 The other party is responsible for the proceedings in the hospitality area and/or accommodation; its employees, guests and business relations must comply with the company rules, the statutory provisions from the company rules, the instructions of the competent authority and the instructions of employees of Ahoy.

10.5 If the other party, its employees, guests or business relations fail to comply with the Ahoy House Rules following a warning, Ahoy has the right to evacuate the hospitality area and/or accommodation without this giving rise to any liability for damage on the part of Ahoy.

10.6 The other party has taken cognizance of the Statutory Requirements, as included in Article 7 of the House Rules, and is responsible and liable for the enforcement of these. The other party indemnifies Ahoy against all third party claims arising from violations of the aforementioned laws and regulations.

10.7 If Ahoy observes that the other party or other persons present on the entire Ahoy site due to the other party (such as guests and employees) violate the statutory requirements, Ahoy shall report this to the competent authorities immediately. Any sanctions/penalties imposed by competent authorities will be charged on to the other party.

Article 11 - Liability

11.1 The other party is obligated to Ahoy to insure itself adequately against all damage that may occur during the rental period. The insurance must at least cover damage to persons and/or goods and consequential loss.

11.2 The total contractual and legal liability of Ahoy for attributable shortcomings in compliance with the agreement is limited to liability for compensation for direct damage. Ahoy is in no case liable for indirect damage, including consequential loss, loss of earnings, missed savings and damage due to lost productivity.

11.3 Ahoy's total contractual liability is limited to the rental price paid by the renter to the hirer.

11.4 Ahoy's liability for attributable shortcomings in compliance with the agreement arises only if the other party issues immediate and correct notice of default to Ahoy, in writing stating a reasonable term for correction of the shortcomings and Ahoy attributably continues to fail to comply with its obligations even after the expiration of that term.

11.5 The other party is liable for all damage suffered by Ahoy, in as far as such damage is caused by the other party or other persons present in the hospitality area and/or accommodation and/or on the entire Ahoy site (such as employees, business relations and guests) due to the other party. This includes the situation in which the other party improperly holds no licences, fails to comply with the licensing conditions, fails to comply with other statutory requirements, commits unlawful acts or otherwise fails to

Rotterdam Ahoy 2021, changes reserved

comply with its obligations under the rental agreement or these general terms and conditions. The other party indemnifies Ahoy against potential third party claims.

11.6 If Ahoy incurs (unforeseen) expenses for enforcement of order, safety and/or hygiene, both in and outside the hospitality area and/or accommodation, the other party may be charged for these costs, despite the fact that they were not agreed with the other party in advance.

Article 12 - Termination and cancellation of the agreement by Ahoy

12.1 In the event of the failure of the other party to comply with any obligation pursuant to the rental agreement or these general terms and conditions, and in the event of the failure of the other party to comply with any statutory requirements, Ahoy is authorised to cancel the agreement (early) with immediate effect, without observing a notice period.

12.2 Ahoy is also authorised to cancel the agreement (early) with immediate effect and without observing a notice period in the event of the other party's bankruptcy or compulsory winding up, if the other party is granted a moratorium on payments or if the other party's business is halted or transferred. If Ahoy does not decide to dissolve the agreement (as yet), the amounts owed in relation to the agreement contracted become payable on demand.

12.3 In the cases referred to above, Ahoy may cancel the rental agreement (early) without prejudice to its right to compensation for damage, without prior notice of default and without this giving right to any liability for compensation for damage on the part of Ahoy. The rental price in any event remains payable on the grounds of compensation for damage.

12.4 In case of force majeure, Ahoy reserves the right (in accordance with Article 6:75 of the Dutch Civil Code) to cancel the event. Force majeure shall mean every failure that is not caused through the fault of Ahoy and failures that do not fall under Ahoy's risks in compliance with the agreement, regardless of whether this circumstance could have been predicted at the conclusion of the agreement. The following will be taken into account:

a. If the event on the planned date is canceled, in case of force majeure, and the event is rescheduled and/or changed, the agreement will remain in force under the same conditions for the following next edition of the event.
b. If the event takes place without an audience due to force majeure, the agreement will remain in force under the same conditions for the following next edition of the event.
c. If a multi-year agreement has been concluded with Ahoy and the situation described under a and b applies, the contract term will be extended by one year. (Example: an agreement for 2022, 2023 and 2024 will then become an agreement for 2023, 2024 and 2025 etc.).

12.5 If Ahoy, other than in case of force majeure, decides to cancel the event on account of special circumstances or unique events, in the broadest sense, which is at the full discretion of Ahoy, then Ahoy will notify the other party of this at the latest four (4) weeks before the start of the event. In that case Ahoy will make every effort to offer that the event will take place under the same terms and conditions on a different date and/or in a substitute space. In this case the other party cannot claim for compensation of damages in whatever form. If the event cannot take place on a different date and/or in a substitute space, the agreement will be dissolved; the other party will then be entitled to a refund of the full rental price, without any liability for charges arises for Ahoy.

12.6 Ahoy shall also be authorized to terminate the agreement with immediate effect and without observing a notice period in the event of:

Rotterdam Ahoy 2021, changes reserved

- bankruptcy on the part of the other party and/or if the other the other party is granted a suspension of payments or in the event of the discontinuation or transfer of the business activities;
- that the event no longer will exist;
- withdrawal of the permit (s) which are required for the event.

Article 13 - General Data Protection Regulation

13.1 If and insofar as the other party provides personal data to Ahoy within the context of the rental agreement:

- The other party will guarantee that they complies with the General Data Protection Regulation 2016/679 (GDPR) and other privacy rules that apply on the date of the agreement when providing the personal data to Ahoy, so that Ahoy may use the personal data to facilitate data subjects with respect to the hospitality; and
- Ahoy will guarantee that it processes the personal data in accordance with the GDPR and other privacy rules that apply on the date of the lease agreement for the purpose of the performance of the lease agreement.

Article 14 – Other provisions

14.1 The applicability of any other general terms and conditions is expressly rejected by Ahoy.

14.2 The invalidity or unenforceability of any provision of these General Terms and Conditions will not affect the validity or enforceability of any other provision of the General Terms and Conditions. Any such invalid or unenforceable provision will be replaced or be deemed to be replaced by a provision that is considered to be valid and enforceable. The interpretation of the replacing provision will be as close as possible to the intent of the invalid or unenforceable provision.

14.3 Ahoy has the right to ament the General Terms and Conditions of Lease. The amended terms and conditions are deemed to have been accepted if the other party has not objected to the amended terms and conditions within 14 days after the amended terms and conditions have been sent to him.

14.4 The other party agrees that Ahoy will digitize the signed Agreement as a PDF file and will keep this digital PDF version in its records. Parties shall acknowledge this digital version of the agreement as the original agreement which is binding on the parties and has the same legal force and evidential value as the original.

14.5 These General Terms and Conditions of Lease are drawn up in the Dutch Language and translated into English. If there are difference in interpretation and / or discrepancies, the Dutch text shall take precedence.

Article 15 - Applicable law and disputes

15.1 If the other party fails to comply with any of its obligations arising from the agreement, it is required (in addition to other legal remedies to which Ahoy takes recourse) to reimburse Ahoy for all out-of-court expenses, for example as a result of a summons, notice of default or the (provision for the) dispatch to or service of any writ on the other party, including the costs of legal assistance in that regard. The out-of-court expenses will be calculated in accordance with the "*Report Integral Out-of-Court Costs 2013*", unless the actual costs are substantially higher.

15.2 This agreement is governed by Dutch law.

15.3 All disputes arising from the agreement contracted between Ahoy and the other party, or from related agreements, shall be filed with the competent court in Rotterdam.

Rotterdam Ahoy 2021, changes reserved