

## **GENERAL TERMS AND CONDITIONS**

January 2005

**OF:**

**Dine with the Dutch**

Amsterdam

hereinafter to be referred to as: **user and Dine with the Dutch**

### **Article 1 Definitions**

1. In the present general terms and conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise.

User: Dine with the Dutch

Client: user's opposite party.

Agreement: the agreement concerning the provision of services.

### **Article 2 General**

1. The present terms and conditions shall apply to each and every offer, tender and agreement between user and a client, to which user has declared the present terms and conditions applicable, insofar as parties have not explicitly deviated from the present terms and conditions in writing.
2. The present terms and conditions shall also apply to all agreements with user, the execution of which calls for the services of third parties.
3. Possible deviations from the present general terms and conditions shall only be valid provided they have been explicitly agreed upon in writing.
4. The applicability of client's possible purchase or other conditions is explicitly rejected.
5. If one or more stipulations in the present general terms and conditions should be null and void or declared null and void, then the other stipulations of the present general terms and conditions shall remain fully applicable. The case ensuing, user and client shall enter into negotiations to agree upon new stipulations replacing the null and void conditions, or, as the case may be, the conditions declared null and void, whereby the purpose and the meaning of the original conditions shall be heeded as far as possible.

### **Article 3 Execution of the Agreement**

1. User shall execute the agreement to the best of his knowledge and ability.
2. If and in so far required for the proper execution of the agreement, user shall have the right to have certain work done by third parties.
3. The client shall see to it that user shall be provided in due time with all data which user has said to be necessary or which the client must in all reasonableness understand to be necessary to the execution of the agreement. If user has not been provided in due time with the data necessary to the execution of the agreement, user shall have the right to suspend the execution of the agreement and / or to charge the client for the additional costs resulting from the delay at the generally accepted rates.
4. User shall not be liable for damage of whatever nature caused by the fact that user worked on the basis of incorrect and / or incomplete data provided by the client, unless user should have been aware of said incorrectness or incompleteness.
5. Client shall safeguard user against possible claims filed by third parties who may sustain damage attributable to client in connection with the execution of the agreement.

### **Article 4 Changes to the agreement**

1. If it is shown during the execution of the agreement that the work to be done needs to be changed and supplemented in order to ensure its proper execution, parties shall adapt the agreement accordingly in due time and in mutual consultations.
2. If parties agree that the agreement needs to be changed or supplemented, this decision may influence the time of completion of the execution. User shall inform the client thereof as soon as possible.
3. Should the change or supplement to the agreement have any qualitative consequences, user shall inform client thereof in advance.
4. If a fixed fee has been agreed upon then user shall indicate the degree to which the change or supplement to the agreement will result in an increase of said fee.
5. Contrary to the conditions of paragraph 3, user shall not be able to charge additional costs if the change or supplement is the result of circumstances attributable to user.

### **Article 5 Duration of the Contract; Term of Execution**

1. The agreement between user and a client shall be entered into for a definite period of time, unless the nature of the agreement dictates otherwise or if parties have explicitly agreed otherwise in writing.

### **Article 6 Fee**

1. Parties can agree upon a fixed fee the moment the agreement is concluded.
2. The fee and a possible cost estimate shall be inclusive of VAT.
3. If user and the client agree upon a fixed fee or an hourly rate, user shall nevertheless be entitled to increase this fee or rate.
4. User shall be allowed to charge on price increases, if changes in price have occurred between the time of offer and the time of delivery with respect to, e.g., salaries and wages as well as if the power to increase the price is the result of a power given to the user by law or if the user is obligated to increase the price by (virtue of) law.
5. User shall furthermore be able to increase the fee when it is shown during the execution of the work that the volume of work initially agreed upon or expected when the contract was concluded, was underestimated to such a degree, and this through no fault of the user, that user cannot be expected in reasonableness to do the work agreed upon for the fee initially agreed upon. In that case user shall notify the client of his intention to increase the fee or the hourly rate, whereby user shall communicate the volume of said increase and the date on which it shall take effect.

### **Article 7 Payment**

1. Payment must be made within 3 days from the date of confirmation of the matching, in a way to be indicated by user and in the currency in which the statement of expenses was drawn up. Contestation of the amount of the statements of expenses shall not suspend the fulfilment of the payment obligation
2. If client fails to fulfil his payment obligation within the term of 3 days, then there will be no agreement with Dine with the Dutch.
3. Cancellation less than 48 hours is fully charged.

### **Article 8 Inspection & Complaints**

1. The client must notify user in writing of complaints about the work done within 8 days following their detection, but no later than within 14 days following completion of the work concerned. The notice of default must give as detailed a description as possible of the shortcoming, so that user is in a position to respond adequately.
2. If a complaint proves to be well-founded, user shall yet do the work as agreed upon, unless such has become demonstrably useless in the meantime to the client. The client must notify user in writing if the latter is the case.

3. If it is no longer possible or useful to still do the work with respect to the provision of services agreed upon, user shall only be liable within the limits of article 15.

### **Article 9 Cancellation**

1. The client is entitled to cancel the agreement with Dine with the Dutch more than 48 hours before the home dinner starts. For the client there must be a circumstance of force majeure. Cancellation less than 48 hours is fully charged.

2. If the agreement is terminated prematurely by user, user shall see to it in conjunction with client that the work still to be done be transferred to third parties, unless the termination is based on facts and circumstances which can be attributed to client.

### **Article 10 Suspension and Dissolution**

1. User shall be authorised to suspend the fulfilment of the obligations under the agreement or to dissolve the agreement, in the event that:

- client does not fulfil or does not fully fulfil his obligations resulting from the agreement

- after the agreement has been concluded, user learns of circumstances giving good ground to fear that the client will not fulfil his obligations. If good ground exists to fear that the client will only partially or improperly fulfil his obligations, suspension shall only be allowed in so far as the shortcoming justifies such action.

- client was asked to furnish security to guarantee the fulfilment of his obligations resulting from the agreement when the contract was concluded and that this security is not provided or insufficient.

2. User shall furthermore be authorised to dissolve the agreement (have the agreement dissolved) if circumstances arise of such a nature that fulfilment of the obligations becomes impossible or can no longer be demanded in accordance with the requirements of reasonableness and fairness, or if other circumstances arise of such a nature that the unaltered maintenance of the agreement can no longer be demanded in all reasonableness.

3. If the agreement is dissolved, the user's claims against the client shall be forthwith due and payable. If user suspends fulfilment of his obligations, he shall retain his rights under the law and the agreement.

4. User shall always retain the right to claim damages.

### **Article 11 Liability**

1. Should Dine with the Dutch be liable, then said liability shall be limited to the stipulations of the present condition.

2. Dine with the Dutch shall never be liable for direct and indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.

3. Dine with the Dutch shall never be liable for damage caused by client during their stay with the Amsterdam family. Dine with the Dutch shall never be liable for damage caused by the Amsterdam family, even not liable for diseases and accidents during the stay of the client with the Amsterdam family.

### **Article 12 Safeguarding**

1. The client shall safeguard user against claims filed by third parties concerning intellectual property rights on material or data provided by the client, which shall be used for and during the execution of the agreement.

2. If the client provides user with information carriers, electronic files or software etc., the former shall guarantee that said information carriers, electronic files or software are free of viruses and defects.

### **Article 13 Force Majeure**

1. Parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice.
2. In addition to the provisions of the law and the judge-made law in this respect, force majeure shall in the present general terms and conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which user cannot have any influence but which prevents user from fulfilling his obligations. Industrial action at user's company shall also be understood to be a circumstance of force majeure.
3. User shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfilment of the obligation(s) impossible, commences after the point in time on which user should have fulfilled his obligation.
4. Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the fulfilment of their obligations. Parties must inform each other, but if Dine with the Dutch is informed less than 48 hours the client will be fully charged.

### **Article 14 Secrecy**

1. Both parties shall be bound to secrecy of all confidential information they have received within the scope of their agreement from each other or from another source. Information shall be considered to be confidential if the other party has indicated so or if the confidential character results from the nature of the information.
2. If a statutory provision or a judicial decision compels user to convey confidential information to third parties designated by law or by the court and user cannot for that purpose invoke a legal right to refuse to give evidence or such a right acknowledged or allowed by the competent court, user shall not be held to pay damages or compensation and the opposite party shall not be entitled to demand the dissolution of the agreement on the ground of any damage resulting from said circumstance.

### **Article 15 Intellectual Property and Copyrights**

1. Without prejudice to the other stipulations of the present general terms and conditions, user shall reserve the rights and authorities to which user is entitled under the Copyright Act.
2. All documents, such as reports, advice, agreements, designs, sketches, drawings, software, etc., provided by user, shall be destined to be used by client exclusively and must not be reproduced, made public or brought to the notice of third parties by client without prior consent from user, unless the nature of the documents provided dictates otherwise.
3. User shall reserve the right to use the knowledge gained due to the execution of the work for other purposes, in so far no confidential information shall be brought to the notice of third parties when doing so.

### **Article 16 Disputes**

1. The Court in user's place of business shall have exclusive jurisdiction to hear actions, unless the District Court is the competent Court. User shall nevertheless be entitled to submit the dispute to the Court deemed competent by the law.
2. Parties shall only refer the matter to the court if they have done their utmost to solve the dispute in mutual consultations.

### **Article 17 Applicable Law**

1. Dutch law shall apply to each and every agreement between user and the client.

**Article 18 Changes to the Terms and Conditions, interpretation and their Location**

1. The present terms and conditions have been filed at the office of the Chamber of Commerce in Amsterdam, the Netherlands
2. The Dutch version of these general terms and conditions prevails at all time in case of disputes with regard to the interpretation and purpose of these terms and conditions.
3. The most recently filed version shall always apply, or, as the case may be, the version valid at the time the agreement was concluded.

Januari 2005, Dine with the Dutch, Algemene Voorwaarden, kvk 34219767