

## General Terms and Conditions Menno Kroon

### Article 1: Definitions

In these General Terms and Conditions, the following definitions apply, unless explicitly stated otherwise.

General Terms and Conditions:	These General Terms and Conditions of Sale and Delivery.
Data Subject:	Identified or identifiable natural person to whom the processed Personal Data relate.
Menno Kroon V.O.F.:	Menno Kroon B.V. and Sander van Benschop B.V., acting under the name Menno Kroon V.O.F., or its legal successors.
Data Breach:	A breach of security in relation to Personal Data, being a breach of security, which accidentally or unlawfully results in the destruction, loss, alteration or unauthorized disclosure of, or the unauthorized access to, data transmitted, stored or otherwise processed ('Data Breach').
Client:	Any natural or legal person with whom an Agreement for the provision of Services and/or the delivery of Products is concluded.
Quotation:	The Quotation made by Menno Kroon V.O.F. for the provision of Services.
Agreement:	Any Agreement between the Client and Menno Kroon V.O.F., which should be understood to mean the agreements to develop and provide Services and/or to deliver Products..
Services:	The services to be developed and provided by Menno Kroon V.O.F. as an event organizer, the provision of creative services, including marketing and PR services, as well as the production of works of intellectual and/or industrial property.
Products:	The goods delivered by Menno Kroon V.O.F. to the Client.
Parties	Menno Kroon V.O.F. and the Client.
Personal Data	Any information relating to an identified or identifiable natural person ('the Data Subject'); an identifiable natural person is a person who can be identified directly or indirectly.
Supervisory Authority	An independent government body responsible for supervising and monitoring compliance with the law in connection with the processing of Personal Data. In the Netherlands, this is the Dutch Data Protection Authority.
Processing	An operation or set of operations relating to Personal Data or a set of Personal Data, whether or not performed by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

### Article 2: General Terms and Conditions

1. These General Terms and Conditions shall apply to every offer and every Quotation from Menno Kroon V.O.F. and every Agreement with Menno Kroon V.O.F. The General Terms and Conditions are publicly available on the website of Menno Kroon V.O.F.: [www.mennokroon.nl](http://www.mennokroon.nl)
2. Deviations from these General Terms and Conditions by the Client shall only apply insofar as Menno Kroon V.O.F. has accepted them explicitly and in writing. Deviating provisions only apply to the Agreement in which they have been included.
3. Menno Kroon V.O.F. shall be authorized to change these General Terms and Conditions unilaterally.
4. The changed General Terms and Conditions shall apply to new Agreements and Quotations as of the time of the change, and to existing Agreements as of thirty days after written notification to the Client of the change.
5. If any rights or favors for the benefit of Menno Kroon V.O.F. are stipulated in these General Terms and Conditions, these are also considered to be stipulated for any third parties engaged by Menno Kroon V.O.F. in connection with the conclusion and/or execution of the Agreement.
6. The nullity or nullification, for whatever reason, of any provision of these General Terms and Conditions, in part or in full, shall not prejudice the validity of the other provisions. In consultation with the Parties, the provision (or parts of the provision) in question will be converted into the legally permissible provision that corresponds most closely to the content and purport thereof, without prejudice to the provisions of Section 3:42 of the Dutch Civil Code.

The applicability of any general terms and conditions of the Client or of any third parties engaged by the Client is explicitly rejected.

7. Insofar as the present General Terms and Conditions have been drawn up in a language other than Dutch, the Dutch General Terms and Conditions shall always prevail.

#### Article 3: Quotations

1. At the request of the Client, Menno Kroon V.O.F. can provide a written Quotation for the provision of its Services and delivery of Products. A Quotation shall be valid for a period of 14 days. If the Quotation is not accepted within this period, it is cancelled.
2. Assignments resulting from Quotations must be confirmed by the Client in writing. If the Client nevertheless agrees to Menno Kroon V.O.F. starting the execution of the Agreement, the content of the Quotation will be considered as having been agreed upon between the Parties.
3. Price quotations may be subject to change due to an unforeseen change in the work.
4. Any changes regarding the agreed upon development and/or provision of Menno Kroon V.O.F.'s Services must be communicated by the Client to Menno Kroon V.O.F. in time and in writing. Any changes shall only come into force when they have explicitly been accepted by Menno Kroon V.O.F. in writing.
5. If Menno Kroon V.O.F. draws up an estimate for costs of third parties at the request of the Client, this estimate will only be indicative and no rights can be derived therefrom, unless Menno Kroon V.O.F. issues an explicit guarantee for that. The same applies when costs of third parties are part of a specified Quotation. If desired, Menno Kroon V.O.F. can request Quotations on behalf of the Client.
6. Quotations shall not automatically apply to future Agreements.
7. An Agreement is considered to have been concluded exclusively with Menno Kroon V.O.F. and not with one of the employees of Menno Kroon V.O.F. individually.
8. If the Client eventually does not enter into an Agreement with Menno Kroon V.O.F., Menno Kroon V.O.F. shall be entitled to charge the Client for all the costs Menno Kroon V.O.F. had to incur to be able to make its Quotation and/or offer.

#### Article 4: Execution of the Agreement

1. During the execution of the Agreements, Menno Kroon V.O.F. will observe the due care of a good contractor as much as possible, and will do its utmost to achieve the best possible result for the Client.
2. Any advice given by Menno Kroon V.O.F. shall always be without obligation and without engagement, and any following up of such advice shall be at the own expense and risk of the Client.
3. Any timeframe given by Menno Kroon V.O.F. to complete the Assignment shall be indicative, unless agreed otherwise in writing. Menno Kroon V.O.F. shall, also in case of a given term, only be in default after the Client has given Menno Kroon V.O.F. notice of default by registered post and has failed yet to perform within the reasonable term mentioned in the notice of default.
4. If necessary for a good execution of the Agreement, Menno Kroon V.O.F. can let certain activities be carried out by third parties. The choice of third parties to be engaged by Menno Kroon V.O.F. will, as far as possible and reasonable, be determined in consultation with the Client. In that case, Menno Kroon V.O.F. will of course act with all due care.
5. The Client must do everything that is reasonably necessary and/or advisable to enable Menno Kroon V.O.F. to perform the activities correctly and in time. If the aforementioned required materials and information for the execution of the Agreement have not been provided to Menno Kroon V.O.F. in time, Menno Kroon V.O.F. 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 according to the usual rates.
6. Unless otherwise agreed in writing, the Client shall, at its own expense, take sufficient measures to guarantee the safety at the location where the Assignment is being executed (including but not limited to the safety for artists, employees and visitors). If agreements have already been made about the aforementioned measures, Menno Kroon V.O.F. shall nevertheless be entitled to set additional requirements at any time when changed circumstances so require.
7. The Client undertakes to insure, insofar as and to the extent possible, all risks relating to the performance of the Assignment, including the work and/or acts and/or omissions of third parties engaged by it. The Client shall in any event be obliged to take out a regular Company Third Party Liability Insurance (AVB), and, if applicable, a professional liability insurance. The Client shall furthermore be obliged to ensure that the employee(s) hired by Menno Kroon V.O.F. for the execution of the Agreement and the items and/or Products made available by Menno Kroon V.O.F. are also insured under the aforementioned insurance policies. The Client shall be obliged to provide copies of the policies of the aforementioned insurances to Menno Kroon V.O.F. upon first request.
8. Liability for goods to be delivered by Menno Kroon V.O.F. passes to the Client at the moment the goods are delivered to the Client.
9. The Client shall be obliged to provide Menno Kroon V.O.F. in time with all information which it knows or should know is necessary for the execution of the Assignment. The Client shall be responsible for the correctness and completeness of the information provided by it.
10. The Client shall not be entitled to any form of compensation if (a) the Client has not or not sufficiently fulfilled its obligations regarding Menno Kroon V.O.F. and Menno Kroon V.O.F. cancels the Agreement wholly or partially (which Menno Kroon V.O.F. is entitled to do), and/or (b) the Client has not or not sufficiently fulfilled its obligations regarding Menno Kroon V.O.F., Menno Kroon V.O.F. has pointed this out to the Client in writing and the Client nevertheless still wishes to proceed with the Agreement.

11. Menno Kroon V.O.F. will charge to the Client the costs regarding the use of intellectual property rights of third parties for the purposes of the Services (including but not limited to Buma Stemra and SENA rights).
12. Unless otherwise agreed in writing, the Client shall be responsible for any required third-party permissions and/or permits, as well as for doing research into that.
13. The Client shall be responsible for the acts and omissions of the third parties it engages and/or invites to the Assignment, such as visitors to an event.
14. The Client shall be responsible for any tax consequences, payments and/or retrospective levies relating to the Assignment. The Client shall indemnify and hold Menno Kroon V.O.F. fully harmless regarding any claims the Client and/or Menno Kroon V.O.F. may receive in this respect.
15. If Menno Kroon V.O.F. concludes an Agreement with two or more persons or legal entities, each of these persons and legal entities shall jointly and severally be liable for the fulfilment of the obligations which arise for them from that Agreement vis-à-vis Menno Kroon V.O.F.
16. If Menno Kroon V.O.F., for reasons of leniency or otherwise, grants the Client a postponement for any performance, the new term will always be regarded as firm.

#### Article 5: Intellectual and Industrial Property Rights

1. All intellectual and industrial property rights arising from the Agreement, including but not limited to all portrait rights, copyrights, neighboring rights, database rights, trademark rights, model rights and patents, shall belong exclusively to Menno Kroon V.O.F., its licensors and/or its suppliers, and the Client acknowledges this, unless the Parties have explicitly agreed otherwise in writing.
2. Insofar as it concerns intellectual or industrial property rights which are subject to a registration obligation, these will be registered exclusively in the name of Menno Kroon V.O.F., and only Menno Kroon V.O.F. shall be authorized to do so, unless the Parties explicitly agree otherwise in writing.
3. The Agreement shall not in any way arrange or provide for the transfer of any intellectual and industrial property rights in the Services and/or Products of Menno Kroon V.O.F. to the Client. The Client shall only acquire the user rights with regard to the Services and/or Products actually used by the Client, insofar as necessary for the provision of the Services and/or delivery of the Products. Insofar as, within the framework of the Agreement, Menno Kroon V.O.F. develops Services and/or Products that are not used by the Client, these Services and/or Products will remain outside the user rights, unless the Parties agree otherwise in writing. Any other or further right of the Client to reproduce or publish these Services and/or Products or materials is excluded, unless explicitly agreed otherwise in writing. A right of use to which the Client is entitled in accordance with the provisions of the Agreement shall be non-exclusive and non-transferable, and cannot be (sub)licensed to third parties, all this without prejudice to the provisions of paragraph 4 of this Article. The duration of the license will be determined in the Agreement.
4. As far as licenses of third parties have been obtained for the Services and/or Products, the license conditions of these third parties shall apply. In that case, the license conditions of Menno Kroon V.O.F. will be adjusted accordingly.
5. Unless agreed otherwise, the Client shall not be allowed to (let others) make any changes to the provisional or final designs without Menno Kroon V.O.F.'s written permission.
6. Menno Kroon V.O.F. may always oppose any deformation, mutilation or other impairment of its works that could prejudice the honor or good name of Menno Kroon V.O.F. or its value in this capacity.
7. With due observance of the interests of the Client, Menno Kroon V.O.F. shall have unlimited freedom to use the design for its own publicity and/or promotion purposes.
8. The Services and/or Products developed by Menno Kroon V.O.F. within the framework of the Agreement, which in any case, but not exclusively, include: illustrations, prototypes, designs, design sketches, films and other materials or (electronic) files, shall remain the property of Menno Kroon V.O.F., irrespective of whether they have been handed over to the Client or to third parties, unless explicitly agreed otherwise in writing.

#### Article 6: Fee

1. In the Agreement, Menno Kroon V.O.F. will present the Client with an estimate for Menno Kroon V.O.F.'s fee for the Service and/or Products.
2. At the end of providing the Service and/or delivering Products, Menno Kroon V.O.F. shall draw up a final invoice for all the Services provided and/or Products delivered and the associated costs.
3. In addition to the agreed remuneration, Menno Kroon V.O.F. will charge other costs, such as production costs, related to the performance of the Agreement. The rates charged and quoted by Menno Kroon V.O.F. are based on prices and (cost-determining) conditions as they were known to Menno Kroon V.O.F. at the time it drew up the Quotation. Insofar as prices and conditions between the aforementioned moment and the moment of provision of the Services and/or delivering of the Products change by more than 5% to the detriment of Menno Kroon V.O.F., Menno Kroon V.O.F. is entitled to charge the Client for the additional costs (including those below 5%). Menno Kroon V.O.F. shall be entitled to adjust its hourly rates annually company-wide in accordance with the annual inflation correction as determined by Statistics Netherlands (CBS).

4. If Menno Kroon V.O.F. has to perform extra work due to an extension and/or amendment of the Agreement determined by the Client, then this extra work will have to be paid by the Client, irrespective of any fixed price agreement, on the basis of Menno Kroon V.O.F.'s usual hourly rates.
5. If the Client accepts Menno Kroon V.O.F.'s Quotation, Menno Kroon V.O.F. will, after having received the signed Agreement back, send an invoice for at least 75% of the total amount of the budgeted fee for the Service and/or Products, by way of an advance payment. This invoice must be paid by the Client within 14 days after the invoice date. Until payment has been made, Menno Kroon V.O.F. will not perform any work and will never be liable for any damages towards the Client.
6. The Client shall at all times, at Menno Kroon V.O.F.'s first request, be obliged to provide security for the payment of all that it is due to Menno Kroon V.O.F.
7. If payment has not been made within the agreed term of payment, the Client shall be in default by operation of law.
8. The Client shall only have the right to cancel the Service and/or delivering Products in writing by email to [info@mennokroon.nl](mailto:info@mennokroon.nl). The Client must in case of cancellation pay to Menno Kroon V.O.F. a percentage of 30% increasing to 100% of the full fee, as stipulated in the Agreement:
  - a. in the period up to 9 months before the starting date, 30% of the full fee (as applicable at the time of the cancellation);
  - b. in the period between 9 and 6 months before the starting date, 50% of the full fee (as applicable at the time of the cancellation);
  - c. in the period between 6 and 3 months before the starting date, 65% of the full fee (as applicable at the time of the cancellation);
  - d. in the period between 3 and 2 months before the starting date, 75% of the full fee (as applicable at the time of the cancellation);
  - e. in the period between 2 and 1 months before the starting date, 85% of the full fee (as applicable at the time of the cancellation), and
  - f. in the period between 1 month before the starting date and the starting date itself, 100% of the full fee (as applicable at the time of the cancellation). The full fee amounts to the price stated in the Agreement, including production costs, increased by any agreed changes subsequently indicated by the Client.
9. Up to one month before the date of the Service, the final number of participants can be communicated with a maximum deviation of 10% downwards. This number will then be considered to be the final number for the final invoice. If the number of participants is reduced (with a maximum deviation of 10%), the variable cost component will be deducted from the final invoice. If, on the day of the performance, the number of participants is higher than the number communicated, this will be invoiced afterwards against the agreed price per person.
10. If, at the moment of cancellation, the damage suffered by Menno Kroon V.O.F. exceeds the cancellation fee as included in Article 6.11 of these General Terms and Conditions, the Client must reimburse Menno Kroon V.O.F. for this excess amount.

#### Article 7: Invoicing

1. Menno Kroon V.O.F. will send several invoices for the provision of the Service and/or delivery of the Products, including an advance invoice and a final invoice, as further provided for in Article 6.
2. Insofar as Menno Kroon V.O.F. has to advance amounts in excess of € 5,000.00, it will be entitled to invoice the Client for this in advance as well.
3. The fees and amounts to be charged as stated in these General Terms and Conditions are in Euros and are exclusive of sales tax (VAT) and other government levies.
4. Invoices must be paid within 14 days of the invoice date. Objections to the amount of the invoices do not suspend the payment obligation.
5. The Client will make the payments due to Menno Kroon V.O.F. without any reduction or compensation, except for settlement with off settable advances which relate to the Agreement and which the Client has provided to Menno Kroon V.O.F.
6. Insofar as the Agreement is a long-term Agreement, Menno Kroon V.O.F. shall be entitled to charge its fee on a monthly basis for work carried out and costs incurred for the execution of the Agreement.
7. If between the date of entering into the Agreement and the execution of the Agreement the government and/or trade unions introduce any changes in wages, employment conditions, social security insurances, etc., Menno Kroon V.O.F. shall be entitled to charge these increases through to the Client.
8. If the agreed term of payment is exceeded, the Client shall be due default damages from the payment due date, without any notice of default being required for that, equal to the statutory interest as referred to in Section 6:119a of the Dutch Civil Code in case of commercial transactions and Section 6:119 of the Dutch Civil Code in case of non-commercial transactions.
9. From the moment that the Client does not (fully) fulfil its payment obligations under the Agreement or is otherwise in default, the Client shall no longer be permitted to use the Services provided, and any license granted to the Client under the Agreement will lapse, unless the Client's default is of minor significance in light of the Assignment as a whole.
10. From the payment due date, the Client shall also be due extrajudicial costs on the outstanding invoice amount. The extrajudicial collection costs are set at a minimum of 15% of the invoice amount with a minimum of € 350 (three hundred and fifty euros). In case of non-commercial transactions the extrajudicial collection costs become due after a reminder in which another deadline of 14 days is given. If payment is not made within this period, collection costs are due in accordance with the Decree on compensation for extrajudicial collection costs.

11. Menno Kroon V.O.F. may, without coming in creditor's default, refuse the full repayment of the principal sum, if this does not include the interest that has fallen due, the current interest and the extrajudicial costs.
12. Without prejudice to the foregoing, the Client shall be obliged to pay the full legal court costs.

#### Article 8: Suspension

1. In the event of any attributable failure by the Client to fulfil its obligations under the Agreement, Menno Kroon V.O.F. shall have the right to suspend the performance of the Agreement, in whole or in part, including the granting of a license to the Client, all this without prejudice to its other rights of suspension and without prejudice to its entitlement to full damages.
2. Menno Kroon V.O.F. shall be entitled to suspend all its obligations from the Agreement if it has justified doubts about the sound and/or timely performance of the obligations from the Agreement by the Client.

#### Article 9: Guarantees and Indemnities

1. The Client guarantees Menno Kroon V.O.F. that everything will reasonably be done to ensure that the materials made available to Menno Kroon V.O.F. are free from defects (including viruses).
2. The Client indemnifies Menno Kroon V.O.F. against any liability regarding the transfer of computer viruses. Menno Kroon V.O.F. will regularly check the materials which it uses for computer viruses and will try to prevent or remove them. If it turns out that there has been a reasonable chance of computer viruses having been transferred to the systems of the Client, Menno Kroon V.O.F. will inform the Client thereof as soon as possible. The same obligation to inform rests on the Client.
3. The Client guarantees the correctness of the actual contents of the developed and provided Services when and as far as these have been approved by the Client, and indemnifies Menno Kroon V.O.F. against all claims of any third parties in this respect.
4. The Client indemnifies Menno Kroon V.O.F. against any claims from rightful claimants (including collective rights organizations) concerning intellectual property rights in materials and/or data provided by the Client which are used in the execution of the Agreement.
5. The Client indemnifies Menno Kroon V.O.F. and/or the third parties brought in by Menno Kroon V.O.F. within the framework of the Agreement against all claims of third parties arising from the applications or the use of the developed and provided Services.

#### Article 10: Duration, Termination and Dissolution

1. The Agreement between Menno Kroon V.O.F. and the Client is entered into for the period stated in the Agreement, and/or for the period that Menno Kroon V.O.F. provides the Service or delivers Products.
2. The Agreement will end by operation of law, without any judicial intervention or notice of default being required, if Menno Kroon V.O.F. gives notice of termination by registered letter in the following cases:
  - a. If, despite a summons, the Client fails to fulfil its contractual obligations - other than payment obligations - within 5 working days after the summons;
  - b. With immediate effect: if the Client is in default with regard to any payments owed to Menno Kroon V.O.F.;
  - c. With immediate effect: in the event of a petition for bankruptcy, suspension of payments of the Client and/or if a debt rescheduling arrangement is declared to be applicable to the Client;
  - d. With immediate effect: upon dissolution of the Client as a legal entity.
3. In case of premature termination by one of the Parties, the claims of Menno Kroon V.O.F. on the Client shall be immediately due and payable and Menno Kroon V.O.F. has the right to claim full compensation from the Client for the losses it has suffered.
4. Upon termination of the Agreement for whatever reason, all user rights regarding the intellectual and industrial property which may have been granted to the Client by virtue of the Agreement will expire as stated in Article 5 of these General Terms and Conditions, and Menno Kroon V.O.F. will have the right to request the Client to cease and desist from the use of the Services and/or Products with immediate effect and to request the Client to return all documents and materials relating to the Services and/or Products to Menno Kroon V.O.F., which request the Client will comply with immediately.
5. If the Agreement is dissolved by Menno Kroon V.O.F. due to an attributable failure in the performance of the Agreement by the Client, the Client must, in addition to compensation, pay the fee and the costs incurred in connection with the work performed until that moment. In this context, conduct by the Client on the grounds of which Menno Kroon V.O.F. can no longer reasonably be expected to continue the Agreement is also considered to be an attributable failure.
6. The compensation referred to in paragraphs 3 and 5 of this Article will at least include the costs arising from commitments made by Menno Kroon V.O.F. in its own name with third parties for the execution of the Agreement, as well as at least 30% of the total price quote included in the Quotation.
7. The Client waives all rights to dissolve the Agreement pursuant to the Sections 6:265 et seq. of the Dutch Civil Code or other statutory provisions, unless mandatory statutory provisions dictate otherwise. This shall apply subject to the right to terminate the Agreement pursuant to this Article.

#### Article 11: Confidentiality

1. The Parties shall be obliged to treat as confidential all facts and circumstances, including business and financial data, which come to the knowledge of the other Party within the scope of the Agreement.

2. Each Party shall take all reasonable precautions to maintain the secrecy of information of a confidential nature to which the other Party has access or which it receives.

#### Article 12. Obligations and Restrictions of the Client

1. The Client shall be obliged to check the Products delivered by Menno Kroon V.O.F. for any defects and/or shortcomings at the start of the Agreement and continuously thereafter.
2. The Client can no longer invoke a complaint regarding the execution of the Agreement if it has not notified Menno Kroon V.O.F. in writing within a reasonable time, but no later than within fourteen days, after it has discovered or should have discovered the defect.
3. In case of a justified complaint, Menno Kroon V.O.F. will endeavor to remedy the defect as soon as possible.
4. The Client shall be responsible for having and keeping available any software, hardware (including peripheral equipment) and/or (internet) connections that are necessary to be able to use the Services and/or Products. Menno Kroon V.O.F. shall have no obligation to provide the Client with these possibilities.

#### Article 13: Liability

1. Menno Kroon V.O.F. will carry out its tasks as may be expected from a company in its line of business, but accepts no liability for any damages, including death and personal injury, consequential loss, trading loss, loss of profits, stagnation damage, immaterial damage, loss of goodwill, loss of whether or not future turnover or profit, claims from third parties for any damage other than direct damage, hours of staff, which is the result of acts or omissions of Menno Kroon V.O.F., its staff or third parties it has engaged, unless there is an intentional act or omission and/or conscious recklessness on the part of Menno Kroon V.O.F., its management and/or its managerial staff.
2. Menno Kroon V.O.F. shall only be obliged to pay damages to the Client up to the amount paid out by Menno Kroon V.O.F.'s insurer plus the deductible.  
Until that moment, the Client cannot claim or demand any damages from Menno Kroon V.O.F. By paying any damages, the undoing obligation of Menno Kroon V.O.F. is also fulfilled, insofar as applicable.
3. Should the insurer unexpectedly fail to pay out, the liability of Menno Kroon V.O.F. - for whatever reason - is limited - insofar as it might nevertheless yet be liable unexpectedly - to at most the amount of the fee that Menno Kroon V.O.F. has received or would have received for that which has been provided and/or delivered by it. If the Services and/or Products resulting from the Agreement are divisible, the liability shall be limited to the fee that relates to that part of the Services and/or Products to which the shortcoming or the wrongful act relates. The fee shall not include any charged through costs of third parties.
4. Without prejudice to the provisions in the other paragraphs, the liability of Menno Kroon V.O.F. - in case of an Agreement with a duration of more than three months - shall be limited to at most the amount of the fee which is due to or has been paid to Menno Kroon V.O.F. over the three months preceding the damage-causing event.
5. Liability shall in any case always be limited to any direct damage suffered by the Client. Direct damage is understood to mean only the out-of-pocket expenses that the Client has necessarily incurred in order to restore the faulty performance.
6. Furthermore, Menno Kroon V.O.F. shall not be liable for any damage caused to any equipment and/or data files as a result of the Services and/or Products provided by Menno Kroon V.O.F.
7. Menno Kroon V.O.F. shall not be liable for the accuracy of any information and/or any advice provided by it and its employees before the Agreement with the Client is concluded.
8. Menno Kroon V.O.F. shall not be liable for any damage or malfunction caused by other use of the Services and/or Products than is directly necessary for the use and utilization of the agreed functionality.
9. Menno Kroon V.O.F. shall not be liable for any damage caused by errors, incompleteness or inaccuracies in data, materials, information carriers, etc., which are provided and/or prescribed by or on behalf of the Client to Menno Kroon V.O.F.
10. Menno Kroon V.O.F. shall not be liable for any damage which has occurred because the Client or a third party commissioned by the Client has performed work on the Services without Menno Kroon V.O.F.'s prior written permission.
11. Menno Kroon V.O.F. shall not be liable for any damage caused by the Client's failure to carefully check the previews or final versions.
12. Menno Kroon V.O.F. shall not be liable for any damage caused by illegal, punishable and/or unlawful acts by third parties involved in the execution of the Service.
13. All liability will lapse by the expiry of six months after the expiry of a fixed-term Agreement, or, in the case of an indefinite Agreement, within one year after the occurrence of the event that would lead to any liability, whether alleged or not.

#### Article 14: Force Majeure

1. Menno Kroon V.O.F. shall not be obliged to fulfil one or more obligations under the Agreement if it is prevented from doing so as a result of force majeure. Force majeure includes, but is not limited to, a non-attributable shortcoming of engaged third parties or suppliers, circumstances of a technical nature and circumstances as a result of government action,

circumstances as a result of a virus outbreak, a lockdown and as a result of the enforcement of any applicable rules and regulations, as well as any other situation in which the Client may not reasonably expect Menno Kroon V.O.F. to still fulfil its obligations. In case of a force majeure situation, Menno Kroon V.O.F. shall not be obliged to compensate any damage which the Client has suffered as a result of the force majeure situation.

2. Menno Kroon V.O.F. may also invoke force majeure when it is already in default.
3. If at the time of the force majeure, Menno Kroon V.O.F. is still able to perform partially or has performed partially, the Agreement will remain in force for that part if Menno Kroon V.O.F. so wishes.
4. Without prejudice to the other provisions in this Article, the following applies: as long as measures from the government because of a pandemic are applicable, Menno Kroon V.O.F. will try to have the Service and/or delivery of Products take place within the guidelines of the Dutch National Institute for Public Health and the Environment (RIVM). The Client shall remain ultimately responsible for its (guests') compliance with these RIVM guidelines. Menno Kroon V.O.F. can never be held liable for any negative consequences incurred by persons during the provision of the Service and/or Products.
5. Any fines resulting from non-compliance with RIVM guidelines will be at the expense of the Client, and the Client indemnifies Menno Kroon V.O.F. against this.
6. In case the Service and/or delivery of Products cannot take place due to a government directive or order, the Client shall be obliged to purchase the Service and/or Products from Menno Kroon V.O.F. within 1 year. Depending on the conditions of the suppliers involved, relocation costs may apply, for which the Client is responsible.
7. If the Client cancels the Service and/or Products while it could be continued according to the guidelines, the usual cancellation conditions will apply, as stipulated in Article 6.

#### Article 15: Proof and Communication

The log files and other data of Menno Kroon V.O.F., whether electronically administrated or not, provide complete proof for its statements, subject to evidence to the contrary by the Client.

#### Article 16. Approaching Staff of Menno Kroon V.O.F.

1. It is prohibited for the Client to offer staff, employed by or acting on behalf of Menno Kroon V.O.F., to be employed by it or to perform work for it on a similar basis. If the initiative comes directly from the staff member/contractor of Menno Kroon V.O.F., the Client shall be prohibited to enter into negotiations with them without the express permission of Menno Kroon V.O.F.
2. The prohibitions and obligations arising from the previous paragraph shall apply during a period of 2 years after the termination of the last Agreement between Menno Kroon V.O.F. and the Client.

Insofar as the Client acts in breach of paragraph 1 and/or paragraph 2 of this Article, it shall owe Menno Kroon V.O.F. an immediately due and payable penalty of € 20,000 per breach and per day that the breach continues, without prejudice to Menno Kroon V.O.F.'s entitlement to full compensation for damages to the extent that it exceeds the penalty

#### Article 17: Retention of Ownership

1. Menno Kroon V.O.F. retains ownership of the delivered and to be delivered Products and/or documents and/or designs until the Client has fulfilled all its payment obligations towards Menno Kroon V.O.F. These obligations consist of paying the purchase price, increased by any claims relating to work performed relating thereto, as well as any claims relating to possible damages due to any failure to comply with obligations on the part of the Client.
2. If Menno Kroon V.O.F. invokes the retention of ownership, the Agreement concluded in this regard shall be deemed to have been dissolved, without prejudice to Menno Kroon V.O.F.'s right to claim compensation for damages, lost profit and statutory interest as referred to in Section 6:119a of the Dutch Civil Code in case of commercial transactions and Section 6:119 of the Dutch Civil Code in case of non-commercial transactions.
3. The Client shall be obliged to inform Menno Kroon V.O.F. immediately in writing about the fact that third parties are enforcing rights on goods which are subject to retention of ownership under this Article.

#### Article 18: Processing of Personal Data

1. When Menno Kroon V.O.F. processes Personal Data during the execution of the Agreement, Menno Kroon V.O.F. will process the Personal Data in a proper and careful manner and will comply with the legal rules that follow from the General Data Protection Regulation.
2. Menno Kroon V.O.F. will inform the Client within 5 working days of any request and/or complaint from the Supervisory Authority or the Data Subject with regard to the Personal Data that are processed when executing the Agreement.
3. Menno Kroon V.O.F. will cooperate with the Client if the Data Subject makes a request to exercise his or her rights, such as, but not limited to, the right to inspect, correct, remove, object to the processing of the Personal Data and a request for transferability of the own Personal Data.
4. Menno Kroon V.O.F. will inform the Client within 5 working days of any court order, writ of summons, legal obligation or other obligation to share Personal Data with any third parties.
5. Menno Kroon V.O.F. will inform the Client of the discovery of any Data Breach within 24 hours after the discovery. Menno Kroon V.O.F. will then keep the Client informed about any new developments regarding the Data Breach.
6. Menno Kroon V.O.F. will provide the following information in the event of a Data Breach:

1. a detailed description of the Data Breach;
  2. type/kind of Personal Data involved in the Data Breach;
  3. of how many persons the Personal Data are involved in the Data Breach;
  4. the identities of the persons involved in the Data Breach;
  5. the measures taken to limit the negative consequences for the Data Subjects and to remedy the Data Breach;
  6. the cause of the Data Breach;
  7. the duration of the Data Breach and the moment of its occurrence.
7. Any costs incurred in resolving the Data Breach will be borne by the person on whose behalf the costs are incurred, unless the Data Breach was caused by Menno Kroon V.O.F.'s failure to comply with the Agreement, in which case the costs will be borne by Menno Kroon V.O.F. In addition, Menno Kroon V.O.F. retains the option of using other legal remedies.
  8. Communication about the Data Breach will always take place in mutual consultation.
  9. When the Agreement between Menno Kroon V.O.F. and the Client ends, Menno Kroon V.O.F. will return the Personal Data which it has processed during the execution of the Agreement to the Client and/or erase them.
  10. Technical and organizational measures will be taken to protect the Personal Data against loss or any other form of unlawful processing, taking into account the state of the art and the nature of the processing.
  11. Menno Kroon V.O.F. processes Personal Data from and by order of the Client when performing the Services and/or delivering Products. Menno Kroon V.O.F. has drawn up a Privacy Statement and Processing Conditions. These are separate documents in addition to these General Terms and Conditions. The Processing Conditions comprise an inseparable part of these General Terms and Conditions.
  12. The Client hereby authorizes Menno Kroon V.O.F. to engage sub-processors within the framework of the Agreement and the Personal Data processing included in these General Terms and Conditions.
  13. Menno Kroon V.O.F. will inform the Client on request of which sub-processors it engages.
  14. If Menno Kroon V.O.F. has the intention to involve new sub-processors for the processing of Personal Data, Menno Kroon V.O.F. will inform the Client about this in advance. The Client will then have two weeks to object to that intention in writing. If the Client does not object within the aforementioned period of two weeks, the Client will be deemed to have agreed to this.
  15. The Client shall not withhold its permission to engage other sub-processors on unreasonable grounds, and Menno Kroon V.O.F. shall make every effort to impose at least the same obligations on the sub-processor with regard to the processing of Personal Data as those agreed between the Client and Menno Kroon V.O.F.
  16. Menno Kroon V.O.F. processes Personal Data in countries within the European Economic Area. The Client gives Menno Kroon V.O.F. permission to process Personal Data in countries outside the European Economic Area, in compliance with the rules and regulations applicable there. Upon request, Menno Kroon V.O.F. will inform the Client as to which country or countries the Personal Data will be transferred.

#### Article 19: General Provisions

1. The contents of the Agreement and the General Terms and Conditions jointly determine the legal relationship between the Parties, and supersede all previous agreements between the Parties regarding the subject matter of the Agreement. In the event of any deviation or inconsistency between the Agreement and the General Terms and Conditions, the Agreement will prevail, unless the contrary is explicitly stated in the Agreement.
2. The Agreement, the General Terms and Conditions and/or the provision of the Services and/or delivery of the Products shall exclusively be governed by Dutch law. All disputes will in the first instance exclusively be brought before the competent court in Amsterdam, unless otherwise prescribed by mandatory law.

#### General Terms and Conditions

Menno Kroon V.O.F. / Version August 2025

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