

General terms and conditions of A Culinary Affair B.V.

Article 1 Applicability

1.1 The provisions of these general terms and conditions ('Terms') apply to the agreement ('Agreement') concluded by A Culinary Affair B.V. with the client ('Client'), including any (prior) quotations, proposals and other arrangements, insofar as the parties ('Parties') have not expressly deviated from these Terms in writing.

1.2 Applicability of the terms and conditions of the Client is expressly rejected. If the Parties agree in writing that the terms and conditions of the Client also apply, the Terms of A Culinary Affair B.V. shall prevail in case of any conflicting provisions.

1.3 Article 7:404 of the Dutch Civil Code shall not apply to this Agreement.

1.4 If one or more provisions of these Terms are null and void, or are declared null and void, the other provisions of these Terms shall not be affected.

1.5 If a situation arises between A Culinary Affair B.V. and the Client for which the Terms and the Agreement between A Culinary Affair B.V. and the Client do not provide, the Uniform Conditions for the Hotel and Catering Industry (UVH), as filed with the District Court in The Hague, shall apply.

Article 2: Offer and acceptance

2.1 All quotations, in whatever form, are without obligation, unless the quotation contains a specific deadline for acceptance.

2.2 Prior to written confirmation by the client, A Culinary Affair B.V. reserves the right to refuse the commission without giving any reasons.

2.3 The Agreement is concluded when the Client has accepted the quotation in writing.

2.4 If the acceptance of the quotation deviates from what is offered in the offer, the Agreement comes into effect only with respect of the corresponding part. A Culinary Affair B.V. is not bound in any other respect, unless A Culinary Affair B.V. has expressly stipulated its consent in writing.

2.5 Changes to the Agreement must be agreed in writing by both Parties.

2.6 Obvious human mistakes or slips in quotations are not enforceable.

2.7 The Client shall not be permitted to show or present the quotations and written ideas and/or images provided by A Culinary Affair B.V. to third parties without A Culinary Affair B.V.'s consent.

2.8 In the event of liquidation, (the application for) suspension of payment, bankruptcy, debt restructuring or any other circumstance as a result of which the Client can no longer freely dispose of its assets, A Culinary Affair B.V. may, without judicial intervention and notice of default - and without the Client being entitled to any compensation - dissolve the Agreement forthwith and with immediate effect, all the foregoing subject to all other rights of A Culinary Affair B.V. If the quotation includes an acceptance deadline, the quotation shall lapse with immediate effect (contrary to Article 2.1).

Article 3: Prices

3.1 All prices stated in the quotations are in euros and exclusive of VAT, other government levies or charges, transportation and disposal costs, unless expressly stipulated otherwise.

3.2 A partial quotation, i.e. a quotation that is split into different parts, does not oblige A Culinary Affair B.V. to perform part of the commission at a corresponding part of the quoted price.

3.3 If one or more cost price factors undergo an increase between the conclusion of the Agreement and the execution of the commission, A Culinary Affair B.V. reserves the right to pass on these price increases to the Client. A Culinary Affair B.V. shall notify the Client of any such increases in writing and will endeavour to keep our quotations as accurate as possible.

3.4 A price increase as referred to in Article 3.3 shall not give the Client the right to dissolve the Agreement.

Article 4: Payment

4.1 Each and every invoice is payable by the Client within 14 days after the date of the invoice.

4.2 For agreements for which the contract sum payable exceeds € 500, the Client shall ensure that a down payment equal to 75% of said sum (including VAT) is received by A Culinary Affair B.V. no later than 7 calendar days prior to the execution of the Agreement.

4.3 The down payment for agreements to be carried out outside the Netherlands is 100% of the contract sum payable (excluding VAT) and must be received by A Culinary Affair B.V. no later than 7 calendar days prior to the execution of the Agreement.

4.4 If the down payment is not received on time and/or in full, A Culinary Affair B.V. is entitled to suspend the fulfilment of its obligations or to dissolve the Agreement without judicial intervention and notice of default and without the Client being entitled to any compensation. All this is subject to all other rights on the part of A Culinary Affair B.V.

4.5 If the Client fails to pay the invoice on time, the Client shall be deemed to be in default of this Agreement by operation of law. Consequently, the Client shall owe interest at the statutory rate. The interest shall be calculated from the moment the Client is in default until the moment the invoice is paid in full.

4.6 Any prosecution costs incurred due to default and collection costs, both judicial and extrajudicial, shall be borne by the Client. The Client shall also owe interest on the collection costs due.

4.7 A Culinary Affair B.V. may refuse full repayment of the contract sum payable if this sum does not include the interest that has fallen due, the accrued interest and the collection costs.

4.8 The Client is not entitled to set off amounts owed to A Culinary Affair B.V.

4.9 In the event of liquidation, (the application for) suspension of payment or bankruptcy, attachment against the Client, debt restructuring or any other circumstance as a result of which the Client can no longer freely dispose of its assets, all claims against the Client by A Culinary Affair B.V. shall be immediately due and payable.

Article 5: Cancellation

5.1 If the Client cancels all or part of a commission given to A Culinary Affair B.V. , the Client shall be obliged to compensate A Culinary Affair B.V. for damages according to the following payment schedule, calculated on the contract sum payable or the cancelled part thereof:

- In case of cancellation more than 14 calendar days prior to the time that the first services were to be provided by A Culinary Affair B.V. under the Agreement in question, hereinafter referred to as the 'Start time', the Client is not held to pay any compensation for damages.

- In case of cancellation between 14 and 7 calendar days prior to the Start time, the Client is held to pay 25% of the contract sum payable.

- In case of cancellation less than 7 calendar days prior to the Start time, the Client is held to pay 100% of the contract sum payable.

5.2. The calculation of the damages as set out in Article 5.1 is based on the day on which A Culinary Affair B.V. has received the cancellation in writing.

5.3 The cancellation of a commission given to A Culinary Affair B.V. can only be made in writing.

5.4 The number of guests specified to A Culinary Affair B.V. by the Client is binding, on the understanding that the Client is not held to pay compensation in case of a partial cancellation of a commission that does not exceed a margin of 10% of the number of guests stated in the quotation, provided that said cancellation is made in writing and no later than 7 calendar days before the agreed date of delivery. If it turns out that A Culinary Affair B.V. is required to provide services to more guests than agreed upon, A Culinary Affair B.V. is entitled to either refuse to provide the aforementioned services to the guests in question or to provide services to said guests on such different conditions as it may specify.

Article 6: Transportation and delivery

6.1 Unless otherwise agreed, the means of transportation and dispatch of the goods is at the discretion of A Culinary Affair B.V.

6.2 A Culinary Affair B.V. is not responsible for storage of the goods by or on behalf of the Client.

6.3 The Client is obliged to take delivery of the goods at the time A Culinary Affair B.V. delivers these goods or has them delivered to the Client. The Client is obliged to take all necessary measures to ensure efficient receipt of the goods, including free and unhindered access to all relevant rooms or spaces and, in general, to ensure that the work on site can proceed unhindered.

6.4 In case the Client fails to take timely action to take delivery of the goods, A Culinary Affair B.V. is entitled to store these goods at the Client's expense and risk, thus having fulfilled its obligation to deliver.

6.5 A Culinary Affair B.V. reserves the right to make partial deliveries.

Article 7: Liability

7.1 A Culinary Affair B.V. is only liable for direct damages. Any form of indirect damages, including consequential damage, loss of profit, missed savings and damage due to business interruption and/or other losses, is expressly excluded.

7.2 The maximum liability of A Culinary Affair B.V. is limited to the lesser of (i) the invoice value of the quotation (excluding transportation, delivery and any services to be provided by third parties) or, if the liability only relates to part of the commission, that part of the quotation applicable to it and (ii) the amount of the payment to be made by the insurer in the case in question.

7.3 A Culinary Affair B.V. is not liable for damages, of whatever nature, arising as a result of, or related to, incorrect and/or incomplete information provided by or on behalf of the Client.

7.4 A Culinary Affair B.V. is not liable for damage caused by intent or gross negligence on the part of any of its employees.

7.5 The Client shall at all times be regarded as the owner, tenant or user of the venue or space(s) or third party property, even if the rental has come about through the mediation of A Culinary Affair B.V. Nor shall A Culinary Affair B.V. be liable for any damages caused to said room(s) or space(s) by others during the period of use.

7.6 Damage caused as a result of placing and/or anchoring rental and furnishing materials, whether or not on the instructions and/or with the permission of the Client, shall be for the Client's account. The Client indemnifies A Culinary Affair B.V. for any damage arising in that context, including any costs incurred.

7.7 The Client indemnifies A Culinary Affair B.V. for all damages resulting directly or indirectly from a breach of contract or wrongful act by or on behalf of the Client, its employees and guests and damages resulting from each of their services and goods, including any costs incurred. Damages to goods belonging to A Culinary Affair B.V. shall be compensated at cost price.

Article 8: Force majeure

8.1 In addition to what is understood by 'force majeure' in the law and in case law, in these Terms force majeure means all external circumstances beyond the control of A Culinary Affair B.V. that prevent A Culinary Affair B.V. from fulfilling its obligations.

8.2 During the period of force majeure, A Culinary Affair B.V. may suspend its obligations under the Agreement, unless - as the Parties are aware - it concerns a strict deadline. If this period lasts longer than 2 months, either Party shall be entitled to dissolve the Agreement, without any obligation to compensate the other Party for damages.

Article 9: Allergens

9.1 Due to A Culinary Affair B.V. preparing its dishes in a production kitchen, dishes may contain traces of allergens. At the Client's request, A Culinary Affair B.V. shall provide allergen information.

Article 10: Applicable law and disputes

10.1 The Agreement, including any (prior) quotations, proposals and other arrangements, as well as the execution thereof, shall be governed exclusively by Dutch law, irrespective of the actual location where commission is executed.

10.2 All disputes arising from or related to the Agreement, including any (prior) quotations, proposals and other arrangements, as well as the execution thereof, shall be settled by the competent court in Amsterdam.