

De Plesman General Terms And Conditions

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ARTICLE 1: DEFINITIONS

1.1 De Plesman¹

The legal person, and natural person(s) that act on behalf of De Plesman, that operates a business providing hotel and event services.

1.2 Provision of Hotel and event Service(s)

The supply by De Plesman of accommodation and/or food and/or drinks and/or the provision of (hall) space and/or grounds, including all related work and services, all in the broadest sense of the word.

1.3 Customer

The natural or legal person who has entered into a hotel and event agreement with De Plesman or shows the intention of possibly doing so. A distinction can be made between private and business customers. A private customer is a customer who is not acting in the course of a profession or business. A business customer is a customer who acts in the course of a profession or business.

1.4 Guest

The natural person(s) to whom, under a hotel and event agreement with the customer, hotel and event services must be provided. These terms apply to both guests and customers unless explicitly stated otherwise.

1.5 Hotel and event Agreement/Reservation

An agreement between De Plesman and a customer and/or guest concerning one or more hotel and event services to be provided by De Plesman against a price to be paid by the customer and/or guest. Instead of the term hotel and event agreement, the term reservation is also used.

1.6 Reservation Value

The predetermined total amount of fees including any tourist tax and VAT for providing hotel and event facilities and services, including third-party products and/or services, and/or making hotel rooms (10 or more) and/or individual hotel rooms available.

1.7 No-show

The customer or guest not using a hotel and/or event service to be provided under an agreement without cancellation.

1.8 Group

A group of 10 or more guests to whom hotel and event services will be provided by De Plesman under one or more hotel and event agreement(s).

1.9 Individual

Any person, whether guest or customer, who does not belong to a group as defined above.

1.10 Corkage Fee

The amount payable for consuming drinks and/or food not provided by De Plesman in De Plesman's premises.

1.11 Cancellation

The written notification by the customer to De Plesman that one or more agreed hotel and event services will not be used in whole or in part, or the written notification by De Plesman to the customer that one or more agreed hotel and event services will not be provided in whole or in part. Written also means via email or digital contact form. Cancellation by the customer is valid once De Plesman confirms receipt of cancellation.

1.12 Written or in writing

Communication by (registered) mail, e-mail and/or in any other digital form.

1.13 Revenue Guarantee

A written declaration from the customer that under one or more hotel and event agreements a minimum amount of revenue will be generated for De Plesman, also stated as 'anticipated revenue'.

1.14 Commencement Date

The moment when, according to the hotel and event agreement, the provision of the hotel and event services commences. This does not mean that De Plesman is not required to perform work and/or incur costs in advance of the commencement date for the benefit of the hotel and event agreement.

¹ De Plesman is legally represented by the legal entity Expl De Plesman B.V. (registered with the Dutch Chamber of Commerce under number 87848937) and its affiliates.

ARTICLE 2: APPLICABILITY

2.1 The general terms and conditions apply exclusively to the formation and content of all hotel and event agreements, as well as to all proposals concerning the formation of these hotel and event agreements. Unless other terms and conditions have been agreed in the hotel and/or event agreement, the general terms and conditions will prevail in case of conflict.

2.3 The general terms and conditions are also valid for all natural and legal persons used or employed by De Plesman in the conclusion and/or execution of a hotel and event agreement or another agreement or in the operation of De Plesman.

ARTICLE 3: FORMATION OF HOTEL AND EVENT AGREEMENTS

3.1 A De Plesman can refuse to conclude a hotel and event agreement at any time and for any reason, unless such refusal is solely based on one or more grounds designated as discrimination in article 137c of the Criminal Code.

3.2 All proposals made by De Plesman concerning the formation of a hotel and/or event agreement are non-binding. The proposals are always made subject to availability. If De Plesman invokes this proposal within a reasonable period after acceptance by the customer, the intended hotel and/or event agreement is deemed not to have been concluded.

3.3 A hotel and/or event agreement for customer/guest(s) entered into by intermediaries (including shipping agents, (online) travel agencies or agents, and platforms), whether in the name of their relation(s), are deemed to be concluded also for the account and risk of these intermediaries. De Plesman is not liable to intermediaries for commission/compensation, unless otherwise explicitly agreed in writing. The customer/guest(s) and the intermediary(ies) are jointly and severally liable for the payment of the amount(s) due.

3.4 If the customer does not fully comply with his obligations towards De Plesman arising from the hotel and/or event agreement, De Plesman is entitled to suspend the service without having to pay compensation.

3.5 If one of the parties to a hotel and/or event agreement is unable to meet any obligation arising from that hotel and/or event agreement, he must notify the other party as soon as possible.

ARTICLE 4: OPTION RIGHT

4.1 An option right is the right of a customer to conclude the hotel and/or event agreement within an agreed period by accepting a valid proposal from De Plesman. An option right can only be granted and exercised in writing. The option right expires if the customer indicates that he does not wish to use the proposal or if the agreed period has expired without the customer indicating that he wishes to use the option right.

4.2 An option right can be revoked by De Plesman if another customer makes De Plesman a proposal to conclude a hotel and/or event agreement for (part of) the hotel and/or event services in option. The customer to whom De Plesman has made a proposal with an option right must be informed of the other customer's proposal, after which the first customer must indicate within a period set by De Plesman whether he will make use of the proposal under the option right. If this is not done or there is no response within the set period, this proposal and the option right will expire.

ARTICLE 5: RIGHTS AND OBLIGATIONS OF DE PLESMAN

5.1 In addition to these general terms and conditions, De Plesman can declare additional house or behavior rules applicable by making this clearly known to the customer/guest.

5.2 De Plesman may terminate the provision of hotel and/or event services to or deny access to a venue to a guest at any time and immediately if the guest violates the general terms and conditions, house, and/or behavior rules, or behaves in such a way that the order and peace in De Plesman and/or its normal operation is disturbed. The guest must then leave De Plesman at the first request and there is no obligation for De Plesman to compensate the customer/guest.

5.3 De Plesman is entitled to dissolve the hotel and event agreement extrajudicially due to well-founded fear of disturbance of public order after consultation with the competent authority on site. In that case, there is no obligation for De Plesman to compensate the customer/guest.

5.4 De Plesman is not obliged to accept and/or store any goods of the guest. If De Plesman does accept to store goods and no fee is paid for this, it is at the guest's own risk. If De Plesman charges the guest an amount for accepting and/or storing goods, De Plesman will take care of those goods as a good housekeeper, without prejudice to the further provisions in these general terms and conditions.

5.5 De Plesman is not obliged to admit any pet of a customer/guest and can attach conditions to admission. For the admission of assistance dogs, the local legal regulations, including the exceptions indicated therein, apply.

ARTICLE 6: RIGHTS AND OBLIGATIONS OF THE CUSTOMER

6.1 The customer is obliged to comply with the house and behavior rules applicable in De Plesman and to follow the reasonable instructions of De Plesman. Reasonable instructions may also be given verbally.

6.2 The customer is obliged to cooperate with reasonable requests from De Plesman in the context of its legal duties regarding, among other things, safety, identification, food safety/hygiene, and limiting nuisance.

6.3 De Plesman is entitled to require the customer to accept alternative accommodation. De Plesman other than that which would be made available according to the hotel and/or event agreement, provided that the alternative accommodation is equivalent in the opinion of De Plesman or an agreement is reached between De Plesman and the customer. In that case, the customer will not receive any compensation. If any additional costs are charged to the customer, they have the option to refuse the alternative and immediately terminate that part of the hotel and/or event agreement to which the change relates

ARTICLE 8: RESERVATION - ACCOMMODATION

8.1 If a reservation is made for accommodation, De Plesman will communicate the time at which the accommodation will be made available to the guest (check-in) and the time by which the guest must leave the accommodation (check-out), either prior to or at the time of placing the reservation.

8.2 Unless otherwise agreed, De Plesman is entitled to consider the reservation for accommodation canceled if the guest has not reported to De Plesman by 6:00 p.m. on the first reserved day, or if the guest has not indicated in time that they will arrive later without De Plesman objecting to this. The foregoing is without prejudice to the further provisions in these general terms and conditions.

ARTICLE 9: CONSUMPTION OF FOOD AND BEVERAGE AND CORKAGE FEE

9.1 For every guest participating in an event, placing a reservation, taking a seat at a table in any area of De Plesman, or otherwise entering into an agreement with De Plesman, it is in principle mandatory to consume food/beverage service offered by De Plesman.

9.2 De Plesman can prohibit the customer/guest from consuming food and/or drinks brought by themselves or delivered by a meal delivery service in De Plesman - including the terrace. If De Plesman allows the consumption of food and/or drinks brought by themselves or delivered by a meal delivery service, De Plesman can attach conditions to this, including charging a corkage fee that is determined in advance, or the manner of delivering food and/or drinks by a meal delivery service.

ARTICLE 10: STORAGE AND FOUND ITEMS

10.1 De Plesman is not responsible for storing items that are left behind or found items. After reporting the items that are left behind to the customer, the customer must collect the items within 14 days. De Plesman is not obliged to ship these items. If De Plesman does ship these items upon request by the customer/guest, it is at the customer's/guest's expense and risk. If the items are not collected or shipped within 14 days, they may be disposed by De Plesman at the customer's/guest's expense. For found items whose owner is not known, the local legal rules apply.

10.2 Items lost or left behind in De Plesman and found by the guest must be handed in to De Plesman as soon as possible.

ARTICLE 11: PAYMENT

11.1 The customer owes the total fee agreed in the hotel and/or event agreement and fees for additional services or goods. The prices are specified as much as possible in the agreement and on lists that are placed by De Plesman in a place visible to the customer or handed over to the customer, if necessary at their request, or are digitally accessible to the customer. Customer will receive an invoice from De Plesman, either at check-out or issued to the legal entity as stated in the hotel and/or event agreement (business customer)"

11.2 If a revenue guarantee is given in the hotel and/or event agreement, the customer is in all cases obliged to pay at least the amount specified in the hotel and/or event agreement to De Plesman.

11.3 All invoices, including invoices for cancellation or no-show, are due from the moment they are presented to the customer. The customer must arrange for immediate payment unless agreed otherwise.

11.4 As long as the customer has not fully complied with all his payment obligations towards De Plesman arising from the hotel and/or event agreement, De Plesman is entitled to suspend its performance under the hotel and/or event agreement. De Plesman may require security in the form of a deposit from the customer/guest to ensure the fulfillment of its payment obligations.

11.5 All invoices, regardless of the amount, must be paid by the customer to De Plesman within 14 days of the invoice date.

11.6 If timely payment is not made, the customer is in default without any notice of default being required.

11.7 If the customer or guest is in default, he must reimburse all collection costs to De Plesman. For private customers, the extrajudicial collection costs are calculated in accordance with the Collection Costs Act, and for business customers, a percentage of 15% of the outstanding invoice, with a minimum amount of € 50 is charged.

ARTICLE 12: SECURITY DEPOSIT

12.1 If De Plesman requests a security deposit from a customer, this is notified by De Plesman well in advance before concluding the agreement and duly administered. A security deposit serves solely as security for De Plesman and does not count as already realized revenue. For additional security purposes, De Plesman may require the customer to cooperate in providing the necessary information to secure the security deposit and the possibility of realizing it as much as possible, including registering the customer's credit card details. Privacy regulations are taken into account in this process.

12.2 If timely payment by the customer is not made, De Plesman may recover all that the customer is due to De Plesman from the security deposit.

ARTICLE 13: ATTRITION & FULL CANCELLATION

The cancellation costs are determined based on the date of receipt of the written confirmation by the De Plesman. The guest or customer will owe the following amounts to De Plesman upon cancellation or attrition of anticipated revenue as per the hotel and/or event agreement:

13.1 Full Cancellations of Groups and Event services

The client has the right to cancel the hotel and/or event agreement regarding event and catering facilities, additional services, and/or hotel rooms (10 or more). Any full cancellation (including but not limited to changes in the number of attendees) by the client must be made in writing. The below full cancellation terms apply for groups between 10 to 100 delegates. For groups of 100 delegates or more, alternative cancellation fees may apply and shall be specifically described in the hotel and/or event agreement.

- a. No costs if cancellation occurs more than 90 days before the service date.
- b. 35% of the reservation value if cancellation occurs 61 to 90 days before the service date.
- c. 50% of the reservation value if cancellation occurs 31 to 60 days before the service date.
- d. 85% of the reservation value if cancellation occurs 15 to 30 days before the service date.
- e. 100% of the reservation value if cancellation occurs 14 days or less before the service date.

13.2 Attrition Hotel Rooms for Groups

The customer is allowed to cancel up to 72 hours prior to the first day of the event, 5% of the booked rooms per room night, free of charge. This is with a minimum of 1 room per night and a maximum of 3 rooms per night. Above the 5%, the cancellation as per cancellation clause apply.

13.3 Attrition of Event & Catering services

The customer is allowed to cancel up to 72 hours prior to the first day of the event, 5% of the booked catering per day, free of charge. Above the 5%, the cancellation as per cancellation clause apply.

13.4 Cancellations of Individual Hotel Rooms

The guest has the right to cancel individually booked hotel rooms (up to 9 rooms per reservation). Any full or partial cancellation by the guest must be made in writing. This can be done free of charge up to 24 hours before arrival unless otherwise agreed or stated in

the rate plan and confirmed in writing at the time of booking the hotel room(s). If cancellation occurs within 24 hours of arrival, the guest will owe De Plesman the total reservation value. Non-guaranteed hotel rooms will be held until 6:00 PM on the day of arrival unless stated otherwise.

ARTICLE 14: CANCELLATION BY DE PLESMAN

14.1 De Plesman is authorized at any time to cancel an hotel and/or event agreement with due observance of this article, unless otherwise agreed.

14.2 In addition to what is already stipulated in these conditions, De Plesman is authorized to cancel the hotel and/or event agreement immediately if:

a) The customer does not meet the obligations arising from the hotel and/or event agreement, general terms and conditions, or additionally communicated house rules or instructions. b) There is sufficient indication that the meeting to be held in De Plesman under the hotel and/or event agreement has such a different character than expected based on the customer's announcement or based on the nature of the customer or guests that De Plesman would not have concluded the agreement if it had been aware of the actual character of the meeting. c) There are other compelling reasons, including the cessation of business by establishment De Plesman.

14.3 De Plesman is entitled to impose additional requirements regarding the conduct of the meeting concerned instead of exercising its authority referred to in the previous provision. If there is sufficient indication that these additional requirements will not be sufficient or if they are not sufficiently complied with, De Plesman is still entitled to cancel the hotel and/or event agreement immediately.

14.4 In the event of cancellation by De Plesman under sections 15.2 a) and b), the customer owes De Plesman the cancellation costs in accordance with the cancellation costs applicable in the event of cancellation by the customer as described in these General Terms and Conditions, depending on the nature of the agreement. De Plesman is also authorized to claim full damages from business customers instead. De Plesman is not liable to the customer in any manner, and the customer/guest does not receive any compensation.

14.5 In the event of cancellation by De Plesman under section 15.2 c) and where the ground lies in the actions, omissions, or behavior of the customer or his guests, section 15.4 applies. If the ground for cancellation by De Plesman cannot be attributed to the customer or his guests, the customer/guest does not owe any cancellation costs, but section 15.4 remains otherwise applicable.

ARTICLE 15: LIABILITY

15.1 The hotel and/or event agreement is executed at the customer's expense and risk. The customer is also responsible for the guests and other third parties engaged by him or involved in the event agreement and its consequences. The customer indemnifies De Plesman against any claims from third parties.

15.2 The customer is liable to De Plesman for all direct and indirect damages suffered by De Plesman due to the actions or omissions of the customer, guests, or third parties engaged by the customer. This also applies to violations of house and/or behavior rules and includes damage caused by brought pets and/or items.

15.3 De Plesman is not liable for any damage arising from the event agreement unless caused by willful intent or reckless behavior by De Plesman.

15.4 If and insofar as De Plesman is nevertheless liable, the liability of De Plesman is in all cases limited to direct damage. Furthermore, this liability is limited to the amount paid out by its liability insurance, plus the deductible. If and insofar as no payout is made for any reason, and De Plesman is still required to compensate for damage, this compensation is limited to the reservation value.

15.5 De Plesman is not liable for any damage caused by third parties engaged by it.

15.6 De Plesman is not liable for theft, damage, or loss of goods brought into De Plesman by a guest/customer, deposited or left there by them, and/or entrusted to De Plesman without a fee being charged. The customer indemnifies the De Plesman against claims from guests in this regard.

15.7 If damage occurs to goods entrusted to the De Plesman for which a fee is charged, due to damage or loss, the De Plesman will compensate for that damage unless it cannot reasonably be held accountable. Compensation is not owed for other goods present in the entrusted goods.

15.8 De Plesman is not liable for damage caused to or by vehicles of the guest/customer.

15.9 De Plesman is not liable for direct or indirect damage to any person or item as a direct or indirect result of any defect or circumstance in or on any movable or immovable property of which De Plesman is the holder, (lease)holder, tenant, or owner or otherwise available to De Plesman.

15.10 The customer/guest is responsible for the accuracy and completeness of all information and data provided to De Plesman, including all relevant information regarding the execution of the hotel and/or event agreement and allergies. De Plesman is not liable for damage resulting from its actions if this is based on inaccurate or incomplete information provided by the customer/guest.

15.11 De Plesman will take possible allergies into account as much as possible if reported, but cannot provide guarantees. Furthermore, it cannot be prevented that traces of unwanted ingredients may still be present in the food unless explicitly stated otherwise. De Plesman is not liable for the consequences of this.

15.12 It is the customer's responsibility to determine whether a potentially rented area or event space at De Plesman is suitable for the intended purpose before entering into the agreement. If this is not the case, this is at the customer's expense and risk, and De Plesman is not liable for any damage; the full rental amount must be paid.

15.13 De Plesman only provides non-binding advice and is not liable for the content and/or consequences of the advice provided by it.

15.14 It is the customer's own responsibility to have sufficient insurance against any consequences during his event or meeting.

ARTICLE 16: FORCE MAJEURE

16.1 There is force majeure for De Plesman in the event of a circumstance that cannot be attributed to De Plesman but does hinder the execution of the event agreement by De Plesman to such an extent that execution becomes impossible or problematic. In that case, it is a non-attributable shortcoming of De Plesman that cannot be attributed to it.

16.2 Force majeure includes (but is not limited to) the revocation of permits, war, national mourning, natural disasters, obstruction and interruption of transport possibilities resulting in required products/goods not being deliverable, staff shortages, disruptions in De Plesman, and hindrances caused by measures, laws, or decisions of international, national, and regional (government) authorities.

16.3 In the event of force majeure, the parties will consult to determine in mutual fairness whether the hotel and/or event agreement can be suspended or adjusted to the new situation, for example, by changing and/or rescheduling the hotel and/or event agreement. Cost reductions and/or increases resulting from the aforementioned adjustments are entirely at the customer's expense and risk.

16.4 If suspension or adjustment is not possible, De Plesman and the customer are entitled to terminate the event agreement or the unexecuted portion due to force majeure. De Plesman retains the right to the full agreed reservation value, reduced by all cost reductions and increased by all cost increases resulting from this termination. For private customers, concerning that part of the hotel and/or event agreement that is classified as a contract for services, the customer must reimburse the actual costs incurred and a reasonable fee instead of the reservation value for that part of the agreement.

16.5 De Plesman is not liable for force majeure situations. If desired, the customer must insure themselves against the financial risks of force majeure.

ARTICLE 17: EPIDEMIC DISEASES

17.1 This article contains additional agreements on epidemic and contagious diseases, such as Covid-19 (hereinafter collectively: epidemic diseases) and applies if a hotel and/or event agreement cannot be executed in the agreed form due to government measures. "Government measures" means the current local government regulations and measures regarding epidemic diseases.

17.2 This article takes effect only after government measures have been implemented; until then, the regular agreements between the parties apply. This article prevails over the hotel and/or event agreement and general terms and conditions applicable between the parties.

17.3 De Plesman will make every effort to comply with government measures when executing the hotel and/or event agreement.

17.4 The customer must ensure that guests comply with government measures during the execution of the hotel and/or event agreement.

17.5 De Plesman is not responsible or liable for non-compliance with government measures by the customer and/or guests. The customer indemnifies De Plesman against any claims in this regard.

17.6 If a hotel and/or event agreement cannot be executed in the agreed form due to government measures, the parties consider this force majeure due to epidemic diseases, and the force majeure provisions of these General Terms and Conditions apply.

17.7 The (temporary) suspension of services/suspension of a hotel and/or event agreement due to non-compliance with government measures by the customer/guests is not force majeure.

17.8 The principle is that the hotel and/or event agreement is adjusted to the government measures. De Plesman and the customer/guest will consult to determine if adjustment is possible, acting reasonably and fairly.

17.9 If the hotel and/or event agreement is adjusted according to the previous provision, the agreed reservation value remains owed to De Plesman, with all cost reductions being deducted and all cost increases being added. De Plesman will endeavor to minimize cost increases and maximize cost reductions. The customer understands that De Plesman is also dependent on all involved suppliers and their terms and conditions.

17.10 If the hotel and/or event agreement cannot be adjusted to the government measures, the principle is that the execution of the hotel and/or event agreement will be rescheduled. De Plesman and the customer will consult to determine if rescheduling is possible, acting reasonably and fairly.

17.11 If the date of the hotel and/or event agreement is adjusted, the agreed reservation value remains owed to De Plesman, with all cost reductions being deducted and all cost increases being added. De Plesman will endeavor to minimize cost increases and maximize cost reductions. The customer understands that De Plesman is also dependent on all involved suppliers and their terms and conditions.

17.12 If the hotel and/or event agreement cannot be adjusted within the framework of this article, either party may terminate it, and De Plesman's services will be canceled. If the hotel and/or event agreement is terminated and De Plesman's services are canceled, the agreed reservation value remains owed to De Plesman, with all cost reductions being deducted and all cost increases being added. De Plesman will endeavor to minimize cost increases and maximize cost reductions. The customer understands that De Plesman is also dependent on all involved suppliers and their terms and conditions.

ARTICLE 18: COMPLAINTS

18.1 Complaints are reported to De Plesman as soon as possible in writing and sufficiently motivated. This is done no later than 24 hours after becoming aware of the complaint and no later than 7 days after the execution of the hotel and/or event agreement or in accordance with statutory provisions.

18.2 The parties will consult to find a solution for the reported complaint(s). If fulfillment of the agreement is still possible, De Plesman will at least be given the opportunity to do so.

ARTICLE 19: PUBLICITY, PRIVACY, AND IMAGE MATERIAL/PROMOTION

19.1 The customer/guest always requires written permission from De Plesman for announcements related to the hotel and/or event agreement and intended for publicity.

19.2 The customer/guest is not allowed to place boards, banners, advertising lights, speakers, or other objects inside or outside the immediate vicinity of De Plesman where services are provided under the hotel and/or event agreement, for the purpose of advertising of any kind, without prior written permission from De Plesman.

19.3 De Plesman is allowed to use image material made during the execution of an event agreement, in which the customer/guests are not recognizable, for promotional purposes.

19.4 De Plesman and the customer ensure that privacy rules are observed. De Plesman is not liable for violations of privacy rules by the customer/guests and may assume that the data provided by the customer/guest and the agreements made with the customer/guest can be executed by De Plesman without the need for further measures in the context of privacy rules.

ARTICLE 20: APPLICABLE LAW AND DISPUTES

20.1 Dutch law exclusively applies to the hotel and/or event agreements and to these terms and conditions.

20.2 In the event of disputes between De Plesman and a customer or guest, the local court in The Hague in the Netherlands has exclusive jurisdiction unless a different court is designated by mandatory legal provision, without prejudice to the right of the De Plesman to submit the dispute to the court that would be competent without this provision.