

General terms and conditions B.J. Events B.V.

1. Definitions

Agreement:	means the written confirmation of the Assignment by the Principal and BJ Events;
Assignment:	means the assignment by the Principal to BJ for the performance of the Services as set out in the Agreement;
BJ Events:	means B.J. Events B.V., with registered office in Haelen (the Netherlands);
Event:	means the event organised by the Principal;
Services:	means the services provided by BJ Events as set out in the Agreement;
Principal:	means the party which hands the Assignment to BJ Events.

2. Agreement

- 2.1 All quotes by BJ Events are valid for a period of 21 days from issuance.
- 2.2 Any counterproposal or amendment of the quote by the Principal is only binding upon BJ Events if and insofar it has accepted this amendment in writing.
- 2.3 An agreement is reached between BJ Events and the Principal following acceptance of a quote by the Principal as well as following confirmation of an Assignment by BJ Events.

3. Services

- 3.1 A reasonable duty of care is observed by BJ Events upon providing the Services.
- 3.2 BJ Events is entitled to appoint a third party to provide one or more Services.
- 3.3 In the event that BJ Events, as a result of whatever circumstances, is not able to provide all Services, than the Services which have been provided already and the Services which can still be provided are to be paid for in accordance with the prices as set out in the Agreement.

4. Prices and payment

- 4.1 BJ Events charges the prices as set out in the Agreement in return for the provision of the Services.
- 4.2 The full price for the Services, as well as all costs for extra work undertaken by BJ Events, whether formally agreed in advance or not, is due by the Principal in the event that BJ Events is unable to provide the Services due to circumstances which are for the risk of the Principal
- 4.3 The Services are invoiced as soon as Agreement is reached. Payment of the Assignment is due in part in advance, within seven days after Agreement is reached (35 %) and in part post Event, within seven days of the Event (the remainder).
- 4.4 BJ Events is at all times entitled to request proper security for the payment obligations of the Principal.
- 4.5 BJ Events is at all times entitled to suspend performance of its obligations if and insofar the Principal is in default of the performance of its payment obligations.
- 4.6 Time is of the essence in respect to the payment terms of BJ Events. The Principal is in default of the performance of its payment obligations if payment is not made in time..
- 4.7 The Principal is due to BJ Events a contractual interest of 1 % over the outstanding amount per month or part of a month for the period during which the Principal is in default..
- 4.8 The Principal is due to BJ Events compensation for all (extra-)judicial costs as a result of default of the Principal.

5. Cancellation

- 5.1 The Principal is entitled to cancel the Agreement in writing after payment of the cancellation fee as set out hereafter.
- 5.2 In case of cancellation up and until the 31st day prior to the first travel day of BJ Events as set out in the Agreement 60 % of the price must be paid by the Principal.
- 5.3 In case of cancellation up and until the 7th day prior to the first travel day of BJ Events as set out in the Agreement 70 % of the price must be paid by the Principal.
- 5.4 In case of cancellation after the 7th day prior to the first travel day of BJ Events as set out in the Agreement 100 % of the price must be paid by the Principal.

6. Obligations and responsibility of the Principal

- 6.1 The Principal warrants that all information which has been provided to BJ Events is in all aspects true and complete; the fact that information is incorrect or incomplete may affect the Services to be provided by BJ Events. All consequences as a result of this are for the account of the Principal.
- 6.2 The Principal is responsible for the observance of all local laws and regulations, including, but not limited to, obtaining all required permits for organising the Event and performing all required checks. The Principal must be properly insured by an event insurance.
- 6.3 The Principal is responsible for the terrain where the Event takes place, including, but not limited to, safety, accessibility, suitability, availability (including availability of sufficient access points for electricity). The Principal shall ensure that BJ Events is able to deliver goods and to perform the necessary work at times which are suitable to or necessary for BJ Events.

7. Claims

- 7.1 Claims related to an Assignment must be communicated to BJ Events in writing within three days of the Event, after which the right to claim shall lapse. Parties shall evaluate the Event upon receipt of the claim.

8. Liability & indemnification

- 8.1 BJ Events is not liable for any damages (whether direct or indirect) arising out of actions or neglect by BJ Events, unless such damages were caused by wilful intent or gross negligence of the board of BJ Events
- 8.2 The liability of BJ Events is at all times limited to direct damages. Furthermore, the liability of BJ Events is limited to the price of the Services, unless the liability insurance of BJ Events covers damages up to a higher amount, in which case the liability is limited to the amount covered by the insurer.
- 8.3 The Principal is liable for damages to the goods of BJ Events which occur during the Event (between arrival and departure), unless the damage is caused by BJ Events itself. BJ Events is not liable for damages to the surface of the Event terrain.
- 8.4 The Principal shall indemnify BJ Events for and hold BJ Events harmless from claims by third parties in relation to (extension of) the Event.
- 8.5 The Principal must take out sound event insurance (covering, among others, injury, damage to goods, fire damage, storm damage and theft) for the Event and pay the premiums due in time.

9. Force Majeure

- 9.1 BJ Events is entitled to suspend the performance of its obligations towards the Principal in case of force majeure for the duration of the force majeure situation. Furthermore BJ Events is entitled to terminate the Agreement if it is reasonably foreseeable that the force majeure situation continues until after the envisaged Event date. The Principal is not entitled to compensation for costs or damages in case of suspension of performance and/or termination.
- 9.2 Force majeure includes the occurrence of every circumstance which arises independent of the actions of BJ Events which temporarily prohibits the performance, by BJ Events, of its obligations, including, but not limited to, war, threat of war, trade embargo's, transport restrictions, border controls, strikes, fire, accident, sickness of employees, storm (threat of winds stronger than 7 Beaufort), power failure and every other disturbance of the ability of BJ Events to provide the Services uninterrupted.

10. Applicable law and jurisdiction

- 10.1 The laws of the Netherlands apply to all quotes by and Agreements with BJ Events.
- 10.2 All disputes arising out of or related to quotes by and Agreements with BJ Events must be exclusively be brought before the competent judge of the Court of Limburg, location Roermond.