



## TERMS AND CONDITIONS

### Article 1: Definitions

1.1 In these general terms and conditions the following terms, provided they are written with a capital letter, mean:

**Booking:** the contracting of one or more Services in the context of an Assignment;

**Consumer:** the natural person who does not act in the course of his profession or business;

**Client:** the Consumer or the legal entity that provides the Assignment to Eventfabriek;

**Eventfabriek:** Eventfabriek, the legal entity established in Amsterdam;

**Assignment:** assignment given by the Client to Eventfabriek which, for example, but is not limited to:

(1) the organization of performances, shows, presentations, concerts, (physical / online / hybrid) events, scripts, films, festivities, photo shoots, TV and/or theater shows and/or or parts thereof or making a contribution thereto;

(2) taking care of Bookings, whether or not in the context of the provisions under (1) above;

(3) the provision of consultancy services;

(4) making or having made a Production or making a contribution to a Production;

(5) renting and/or lending chattel;

(6) providing services related to (artist) management, sponsoring, acting, Productions and/or (artistic) productions of third parties; audiovisual productions

(7) Fixed installation;

(8) Sale of goods and rental of contracts;

**Agreement:** agreement concluded between the Client and Eventfabriek, which relates to the Assignment issued to Eventfabriek;

**Supplier:** the person(s) who, directly or indirectly, in connection with the Assignment to be performed by Eventfabriek, has committed or will undertake to provide services and/or make goods available, all this in the broadest sense of the word, such as for room hire, transport, decoration, light, sound, catering and security;

**Production:** any recording of (or produced by or on behalf of Eventfabriek (moving or non-moving) images and/or sound and/or any other form of information on the basis of an Assignment to that effect;

**Rider(s):** special additional provisions with regard to, among other things, facilities to be made available to the Artist by the Client, which provisions are inextricably linked to the Agreement.

**Parties:** Eventfabriek and the Client jointly;

**Conditions:** these general conditions.

### Article 2: Application

2.1 These terms and conditions apply to all offers, quotations, assignments and agreements as well as to the execution thereof, whereby Eventfabriek accepts assignments with regard to the provision of services, such as advising and providing entertainment, organizing and arranging events, festivities, company parties, weddings, promotions, consultancy and advice with regard to the foregoing, as well as on the sale and supply of goods and services in the broadest sense of the word, including engaging speakers, chairmen of the day, columnists, consultants, interviewers, presenters, writers, artists and the like and the provision of persons, spaces and materials.

2.2 Deviations from these general terms and conditions are only binding if and insofar as Eventfabriek has expressly agreed to this in writing. A deviation expressly accepted in writing by Eventfabriek only relates to the Agreement for which Eventfabriek has accepted the deviation.



2.3 These conditions are by Eventfabriek upon option confirmation and upon the definite booking sent digitally by e-mail to the Client in the form of a link and / or PDF file. These conditions can also be consulted via the internet at [www.eventfabriek.nl](http://www.eventfabriek.nl).

2.4 If a provision of the general terms and conditions turns out to be invalid or is annulled, this will not affect the validity of the other provisions. Parties will in that case, replace that voided provision with a provision that corresponds as closely as possible to the intention of the parties.

### **Article 3: Conclusion**

3.1 All offers from Eventfabriek, both written and oral, are always without obligation. After Eventfabriek has accepted the order, the Agreement with the Client will be recorded in writing, namely by e-mail or post, and sent to the Client as soon as possible by e-mail or post. The acceptance on the part of Eventfabriek is only made in writing and only then is the acceptance valid.

3.2 In the event of a cancellation after the cooling off period, the Agreement is definitively concluded and the provisions referred to in these general terms and conditions cancellation apply.

3.3 The parties acknowledge electronic communication and will not deny its validity and legal effect solely because the communication is electronic.

3.4 E-mail messages are deemed to have been received if they are accessible to the other party, including in any case the moment that they have reached the mailbox of the receiving party.

3.5 According to European regulations, an Agreement (booking or purchase) is concluded electronically (read via the internet and/or e-mail), a legally valid Agreement (booking or purchase) to which the agreed payment must follow.

3.6 The parties agree that Agreements concluded between the parties via electronic data traffic are binding and that information sent via electronic data traffic has binding evidential value in any legal proceedings with regard to the agreements existing between the parties, until proof to the contrary by the party that relies on it argues that the evidence is not reliable. In the event of a conflict regarding the content, form or sending/receiving time of electronic messages sent by the parties, or of the information entered or left by them via a website and the content, form or sending/receiving time of the message received by Eventfabriek or of information received via the site, relevant information as recorded in Eventfabriek's administration and/or electronic databases will serve as compelling evidence in any legal proceedings, until the party proves otherwise, who invokes the fact that the evidence is not reliable.

3.7 Information, images, announcements (provided orally, by telephone or by e-mail) and statements etcetera with regard to all offers and the most important characteristics of the products are (re)displayed or made as accurately as possible. However, Eventfabriek does not guarantee that all offers and products are fully in accordance with the information provided, etcetera. In principle, deviations cannot give rise to compensation and/or dissolution.

3.8 Eventfabriek is entitled to engage third parties for the execution of the order.

3.9 The customer or venue is responsible for payment of the Buma Stemra and other rights needed to play and perform live music at events.

### **Article 4: Materials and digital information**

4.1. All materials and digital information relating to the Agreement and which are made available to Eventfabriek in the context thereof, will be transferred to Eventfabriek at the first request of the Client, but only after the Client has fulfilled all its obligations towards Eventfabriek. The costs for the data carriers required for this will be borne by the Client.

4.2. Eventfabriek treats the Client's data in the strictest confidence. These are not made available to third parties, unless Eventfabriek is legally obliged to do so, or if this is necessary for the delivery of the services. If the



Client provides data to Eventfabriek, this data will be recorded in a file. If the Client places an order via the Eventfabriek website, the Client will register those orders in name. The Client's data will not be made available to third parties, unless this is necessary to carry out the Client's order.

#### **Article 5: Quotation**

5.1. The Client has the option to place an option for an Assignment on a specific date by a service placed in the option. This option does not guarantee anything, until the proposal has been signed AND payment has been received in full by Eventfabriek.

5.2. The acceptance of the potential Assignment of the Client as referred to in paragraph

3.1 is deemed to have been made if the potential Client has instructed an Eventfabriek employee to do so verbally, by email or in writing.

#### **Article 6: Execution of an agreement**

6.1 Eventfabriek will be able to perform each agreement to the best of its ability, and is entitled to engage third parties for and for the implementation of an agreement.

6.2 The rented and/or made available items are and remain the property of Eventfabriek.

6.3 Eventfabriek has the right to request (double) identification when collecting rented and/or made available items.

6.4 If changes to the original plan are necessary during the execution of an agreement, Eventfabriek is entitled to implement these changes/adjustments without the client's permission being required. Insofar as these changes/adjustments result in additional work, this will be at the expense of the client and this additional work will be invoiced separately.

6.5 Complaints as a result of the execution of an agreement must be communicated to Eventfabriek in writing as soon as possible, but at the latest within five (5) calendar days after the execution has been completed, under penalty of forfeiture of any claim whatsoever.

6.6 Minor deviations in the execution, also in an aesthetic sense, do not constitute grounds for complaint.

6.7 The client can reduce the number of guests in writing up to 10 calendar days before the production date, if the total change does not concern more than 10% of the original number. Reducing the number of guests after this date will not lead to a reduction of the purchase price.

6.8 In the event of an increase in the number of guests before the production date, as well as if it appears on the production date that the number of guests is more than agreed in writing, this will be regarded as additional work. The client will be invoiced separately for this additional work. With regard to the number of guests who attended the event, the count carried out by Eventfabriek is binding.

#### **Article 7: Responsibilities of the client**

7.1 The client is responsible for obtaining any necessary permits and/or exemptions with regard to the execution of the agreement. Eventfabriek makes every effort to assist in this and, if desired, acts as a contact person for the government authorities involved. The lack of the required permits and/or exemptions cannot be a reason for the client not to fulfill (payment) obligations towards Eventfabriek. The client is obliged to strictly comply with all laws, ordinances, regulations, etc. that the municipality, the fire brigade and/or other authorities determine or declare applicable with regard to the event, this also applies to laws and regulations that are not specifically described in this article. Any fines or periodic penalty payments from the government, regardless to whom they are addressed, as a result of acting contrary to the foregoing or as a result of acting in violation of another obligation of the client, are for the account of the client. The absence of permits or exemptions or failure to comply with the zoning plan cannot be regarded as a defect.

7.2 The client indemnifies Eventfabriek against all claims related to the failure to obtain the necessary permits and/or exemptions and/or incorrect compliance with the associated conditions and/or the applicable regulations.



7.3 The client is responsible for the actions and omissions of visitors/guests of an event organized or performed by Eventfabriek under an agreement.

7.4 In the event of nuisance caused by misconduct by guests and/or employees of the client, including but not limited to excessive alcohol use, drug use, excessive noise, Eventfabriek staff is entitled to have the persons involved removed.

7.5 Electricity, gas, water, light and sewage facilities must be provided by the client itself if these are not specifically included in advance in the proposal.

7.6 Unless otherwise agreed, the client will take care of sufficient measures at its own expense to guarantee the safety of artists and visitors to an event organized or performed under an agreement. If agreements have already been made about the aforementioned measures, Eventfabriek is nevertheless entitled to set additional requirements in this regard, if changed circumstances make this necessary.

7.7 The Client must provide sufficient, free and secure parking spaces for the aforementioned means of transport at its expense. The Client must also, at Eventfabriek's first request, provide sufficient safe space that can be properly closed for storage of materials and tools of Eventfabriek and/or the third parties engaged by it in connection with the Performance.

7.8 If the client takes insufficient measures to guarantee the safe execution of an event, Eventfabriek is entitled to cancel the event in whole or in part, without the client being able to claim any compensation or discount on the price agreed with Eventfabriek.

7.9 Insofar as goods and materials are used that are made available by Eventfabriek, the client is obliged to return these goods and materials to Eventfabriek in the same condition within the agreed term (equal to the period of the rental of materials). ). If the goods have not been returned to the Eventfabriek at the agreed time and no extension of the term has been agreed, the Eventfabriek will immediately report the theft. The moment of return is the moment when Eventfabriek has properly and completely received all the rented or made available items.

7.10 The Client is not permitted to sublet, use or make available the rented and/or made available items to third parties without Eventfabriek's written permission.

7.11 Eventfabriek has the right at all times to satisfy itself that the Client fulfills its obligations, for which purpose the Client grants Eventfabriek or a person designated by it free access at all times to the place where rented or made available items are located.

7.12 The Client is not permitted to make changes of any nature whatsoever to the items rented or made available and/or to paint items and/or to paste them (with e.g. stickers) or to change the appearance in any other way, without prior notice. written permission from Eventfabriek. Failing which, the repair costs will be borne by the Client. If repair is not possible, the costs for fading or the new price will be charged to the Client.

7.13 If Eventfabriek has given the Client explicit permission for the application of changes and/or the painting or spraying or other external changes to the rented or made available items, all costs associated with returning the items will be these items in the original condition are for the account of the Client.

7.14 The client shall ensure that anyone (other than Eventfabriek) who is commissioned by the client before, during and after the event, acts as an employer within the meaning of the Working Conditions Act, complies with the regulations as described in the aforementioned law and the based decisions.

7.15 The Client undertakes to insure all risks associated with the execution of the assignment, including the activities and/or the acts and/or omissions of third parties engaged by it, as far as possible. In any case, the Client is obliged to take out regular AVB insurance and, if applicable, professional liability insurance.

Furthermore, the Client undertakes to ensure that under the aforementioned insurance policies, the employee(s) engaged by Eventfabriek for the execution of the agreement and the items made available by Eventfabriek are also insured. The Client is obliged to provide Eventfabriek with copies of the policies of the aforementioned insurance policies on first request.

7.16 The Client must ensure that Eventfabriek will not be hindered by third parties, such as the public, in delivering the Performance. The Client must provide for sufficient assistance and security in a timely manner at its expense and risk in connection therewith.



7.17 The Client is obliged to provide Eventfabriek in a timely manner with all information of which it knows or which it should have known is necessary for the execution of the assignment. The Client guarantees the correctness and completeness of the information it provides.

7.18 The Client is not entitled to any form of compensation if (a) the Client has not or has not sufficiently fulfilled its obligations and Eventfabriek does not allow the assignment in whole or in part (to which Eventfabriek is entitled) and/or (b) The Client has not or has not sufficiently fulfilled its obligations, Eventfabriek has pointed this out to the Client in writing and the Client nevertheless wishes to continue the assignment.

7.19 The Client is responsible for the acts and omissions of third parties engaged and/or invited by it who are involved in the assignment, such as visitors to an event.

7.20 The Client is responsible for any tax consequences and/or payment (of additional assessments) as a result of the Work Costs Scheme (WKR). The Client indemnifies and fully indemnifies Eventfabriek with regard to claims from third parties that the Client receives in this regard.

7.21 The client must only use goods rented or made available to him for the agreed destination and in accordance with the operating instructions provided by Eventfabriek and instructions given by Eventfabriek. The client declares to ensure that the equipment is delivered to him in good condition. By entering into the rental agreement, the Client declares to be familiar with the operation of the equipment and the Client acknowledges that the equipment rented by him meets the purpose for which he rents the equipment.

7.22 If the Artist uses Riders and these have been declared applicable by the Artist to the execution of the Assignment before the Agreement was concluded with Eventfabriek, the Client declares that these Riders will be observed and/or respected. Eventfabriek will in such case immediately inform the Client about the Riders used by the Artist.

#### **Article 8: Eventfabriek Liability**

8.1 Eventfabriek is not liable for damage, of whatever nature, caused by incorrect and/or incomplete information provided by or on behalf of the Client.

8.2 The liability for damage resulting from an unexpected shortcoming in connection with the execution of the assignment and in the event of intent and gross negligence on the part of Eventfabriek, is always limited to the amount to which the liability insurance is entitled (up to a maximum of 2,500,000 .00), plus the amount of the policy deductible. Eventfabriek is never liable for consequential damage, such as loss of profit.

8.3 If there is (i) no intent or gross negligence or (ii) the insurance does not pay out, and Eventfabriek is nevertheless liable, then this liability is limited to direct damage only (whereby liability for indirect damage is expressly excluded) is limited to a maximum of the purchase price agreed or reasonably expected from Eventfabriek for the full implementation of the event, with a maximum of € 25,000.

8.4 Any claim by the client for compensation for damage must be made known to Eventfabriek within eight (8) calendar days after the day on which the client became aware or could reasonably have become aware of both the damage and the liability of Eventfabriek. A legal claim by the client for compensation for damage lapses in any case after eighteen (18) months after the event that caused the damage.

8.5 Eventfabriek is never liable for damage caused by a shortcoming or wrongful act/omission of executing third parties/service providers and/or suppliers, including the personnel of those service providers and/or suppliers, who have hired Eventfabriek in connection with or for the benefit of the performance. of – part of – the agreement.

8.6 If the Client does not have sufficient expertise, he must report this so that Eventfabriek can inform the Client. Damage and malfunctions caused by incompetent use, connection, programming or setting errors are fully at the expense of the Client.

8.7 All rights of action and other powers, for whatever reason, that the Client has towards Eventfabriek must be received in writing by Eventfabriek within 12 months after the moment the Client became aware of this or could reasonably have been aware of this, failing which they will lapse. .



8.8 The Client indemnifies Eventfabriek against claims from third parties (including but not limited to participants and visitors) who suffer damage in connection with the execution of the assignment.

8.9 Any advice provided by Eventfabriek is always without obligation and follow-up is at the expense and risk of the Client.

8.10 Eventfabriek is not liable for the attendance of the participants of the relevant event.

8.11 Eventfabriek is not liable for damage to goods made available to it by the Client. The Client will ensure proper insurance.

8.12 All items and goods made available in the Location by the Client or at the request of the Client by third parties, such as electricity, the electrical installation, sound system and other materials and auxiliary tools, are used by Eventfabriek at the expense of the Client.

8.13 The client is liable for all damage to the goods referred to in art. 6.8 the goods and materials mentioned, which are not the result of normal wear and tear, from the moment Eventfabriek has delivered the work until the moment Eventfabriek actually starts with the dismantling.

8.14 Without prejudice to the aforementioned, the client is jointly and severally liable for damage caused by the behavior of its guests.

### **Article 9: Location**

9.1 The (furnishing of the) Location must at least meet the following requirements:

a) location must be ground floor;

b) performance must take place on the ground floor and;

c) if the aforementioned under a and b is not the case, the location must in any case have an elevator. As soon as only a staircase is available, this must be clearly stated in advance, failing which the extra costs and work of EUR 1500,- ex VAT will be charged. The Client shall ensure that the Location to/in which Eventfabriek will deliver the Performance is prepared in a timely manner and must ensure that the Eventfabriek can reach the location with the necessary means of transport, without hindrance on a properly paved and sufficiently wide road.

9.2 The layout of the Location, in particular the stage or the place where a performance takes place and the electricity supply, must be such that Eventfabriek can deliver the Performance without Eventfabriek having to make special provisions, provide additional work or cause damage. to matters of Eventfabriek or third parties engaged by Eventfabriek. If the Client is in default and damage or additional work arises, Eventfabriek will immediately report this to the Client and Eventfabriek is entitled to charge the extra costs to the Client or to set them off against the - possibly paid - deposit.

9.3 If power current is used, this must always be a 5-pole connection (3x phase, neutral and earth). Should this deviate and result in damage/additional work, these costs are for the Client.

9.4 The Client must ensure that Eventfabriek can start dismantling the rented or made available items immediately after the agreed show time.

9.5 Should additional work arise due to the accessibility of the location, the additional work costs will be for the Client.

9.6 If the accessibility has consequences for the scheduled hours, Eventfabriek cannot be held responsible for late delivery of the performance.

9.7 The Client is prohibited from moving rented or made available items to a Location other than that agreed, unless Eventfabriek has given written permission.

9.8 If it has been agreed that rented or made available items will be removed by Eventfabriek at a Location, the Client must ensure that the Location and access are made available.

### **Article 10 Intellectual property**

10.1. The intellectual property rights to all concepts developed and elaborated by Eventfabriek for an (part of) an Assignment, which are presented and/or made available to the Client, including quotations, documentation,

designs and/or other (written) elaborations, rest exclusively with Eventfabriek. The Client is not permitted to use the aforementioned concepts or to make their contents known to third parties without Eventfabriek's prior written permission, unless the Client submits the application in the name of a third party and wishes to forward this information.

#### **Article 11: Invoices, Prices and Payment**

11.1 Unless otherwise agreed, the down payment invoice must be paid long before the event in accordance with the payment arrangement below:

a) A pre-payment of 50% of the agreed total amount must be paid to confirm the event in normal situations, unless otherwise agreed in writing; or, if the event is a last minute booking, 100% has to be paid in full to confirm the proposal.

b) An additional 50% of the agreed total amount must be paid at least 4 weeks before the event, or, if the event is a last minute booking, 100% has to be paid in full to confirm the proposal.

c) Additional costs agreed in writing must be paid no later than 4 weeks after the event.

11.2 Unless stated otherwise, all quotations are exclusive of turnover tax and without the monies to be paid to BUMA/STEMRA and/or to SENA.

11.3 If a private individual hires an artist for a private party in a family circle for which no admission is charged, such as a birthday or wedding, then no BUMA/STEMRA AND SENA rights need to be paid.

11.4 Delays in the execution of an agreement, caused by late payment by the client, are always at the risk of the client.

11.5 Complaints in response to an invoice must be communicated to Eventfabriek in writing as soon as possible, but at the latest within eight (8) calendar days after the invoice date, under penalty of forfeiture of any claim whatsoever.

11.6 The client will not suspend his payment obligation, nor set off what he owes with what he may have to claim from Eventfabriek, without the express written permission of Eventfabriek.

11.7 Any payment from the client will first of all be used to reduce the costs, then to reduce the interest due, and finally to reduce the principal amount owed to Eventfabriek.

11.8 If the cost price of Eventfabriek is increased as a result of interim rate changes of turnover tax, social insurance premiums, wage tax or other government levies, or as a result of price changes by third parties, Eventfabriek is entitled to pass on these changes to the client. In the case of foreign currency to be charged on, the current exchange rate on the invoice date of Eventfabriek will be used. Eventfabriek will inform the client of this.

11.9 Additional work will be charged separately. Additional work is calculated on the basis of the conditions set when entering into the Agreement. Less work will only be settled if the parties have agreed this in writing in advance.

11.10 If the client is in default with the payment of any amount, he will owe Eventfabriek negligence interest on the amount owed from the day on which the default occurred. This interest is equal to the statutory interest, increased by two percentage points, with a minimum of 12% per year.

#### **Article 12: Suspension/Cancellation**

12.1 Eventfabriek is entitled to suspend the execution of an agreement as soon as it has a well-founded fear to assume that the client will not (or cannot) fully comply with its obligations under this or other agreements.

12.2 If the Client still has any payment obligations to Eventfabriek, in particular if the Client's invoices from Eventfabriek are still fully or partially outstanding, Eventfabriek is entitled to suspend the delivery obligation until the Client has fulfilled all its obligations. This provision does not apply if it has been agreed that payment will be made at the time of delivery or afterwards.



12.3 Cancellation by the client must be made in writing and dated. The client cannot derive any rights from a verbal cancellation. One can only speak of cancellation when this has been signed by the client and is in the possession of Eventfabriek. In the event of postponement or cancellation by the client, the latter is obliged to pay Eventfabriek a compensation based on the following percentage:

- a) in case of cancellation up to 4 weeks before the production date, 75% of the total amount will be charged;
  - b) in case of cancellation within 4 weeks before the production date, 100% of the total amount will be charged.
- Without prejudice to Eventfabriek's right to claim the actual damage suffered if this amounts to more. If the client postpones the event, this will be considered a cancellation unless a new production date is determined in mutual agreement with Eventfabriek on which the event can take place and agreement has been reached with regard to the buy-out sum.

12.4 When the customer moves the event, this is seen as a cancellation, unless there is a written agreement with Eventfabriek about a new date. In that case, new agreements can be made about the cancellation costs. Eventfabriek is entitled to still charge the costs as mentioned above (12.3).

### **Article 13: Complaints**

13.1. In the event of unforeseen circumstances, the parties must notify each other immediately. Complaints, of whatever nature, with regard to the performance of any obligation under the Agreement concluded with Eventfabriek must be reported soon after discovery, so that Eventfabriek is able to investigate the correctness of the complaints concerned on site. Any damage that may arise must always be kept to a minimum by both parties.

13.2 In addition, complaints must be clearly described and well motivated, as soon as possible, but in any case within 7 (seven) days after the date of execution of the Assignment, in writing to Eventfabriek, in the event of late notification on pain of forfeiture. of any claim.

13.3. If a complaint is not made in time and in the manner as described above in paragraphs 13.1 and 13.2, Eventfabriek is deemed to have correctly fulfilled all obligations towards the Other Party.

### **Article 14: Dissolution**

14.1. The parties are entitled to dissolve the Agreement concluded, therefore without notice of default or judicial intervention and without becoming liable for compensation in this regard, if:

- a. the bankruptcy of one of the parties has been declared;
- b. whether the application of the Natural Persons Debt Rescheduling Act has been pronounced;
- c. the Client applies for a suspension of payments, or that this is granted to him;
- d. the Client loses authority over its assets or a substantial part thereof through attachment or otherwise;
- e. Eventfabriek has good reasons to doubt the Client's ability to (timely) meet its obligations.

14.2 If the case occurs as described above in paragraph 1 of this article, any claim against the Client will be immediately due and payable.

### **Article 15: Force majeure**

15.1. Unforeseen circumstances, of whatever nature, as a result of which Eventfabriek cannot fulfill its obligations under the Agreement concluded with the Other Party, not in time or not without additional efforts and/or costs that it deems to be onerous, will be considered as force majeure for Eventfabriek. Unforeseen circumstances also include:

- a. mobilization, war, molestation, terrorism;
- b. a day of national mourning;
- c. quota or other government measures;
- d. strike;
- e. natural disasters;
- f. illness of the Artist;

15.2 Non-compliance, late or improper fulfillment by a third party on whom Eventfabriek depends for the execution of the Agreement, with its obligations towards Eventfabriek.

15.3. Eventfabriek is entitled in case of force majeure:

a. or to (partially) dissolve the Agreement with the Other Party, such by means of a simple written notification to the Other Party, therefore without judicial intervention and without Eventfabriek being liable to pay compensation to the Other Party as a result;

b. or to shift the execution of the Assignment to a new time or date in consultation with the Client. Insofar as this concerns additional work, article 12 paragraph 3 of these general terms and conditions of delivery applies.

15.4. Failure to obtain any necessary permit or exemption on the part of the Client does not constitute force majeure for the Client.

#### **Article 16: Ineffectiveness/Gaps**

16.1 If one or more provisions of these general terms and conditions of delivery should be or become non-binding, for example in the event that it is established in court that it concerns an unreasonably onerous provision, the other provisions shall remain unaffected.

in full force and effect. In that case, the parties undertake to replace a non-binding provision by a provision that is binding and which - in view of the purpose and purport of these general terms and conditions - deviates as little as possible from the non-binding provision.

#### **Article 17: Disputes**

17.1 The Agreements concluded by Eventfabriek and their implementation are governed by Dutch law. Of all disputes, which arise directly or indirectly from the Agreement concluded by the Eventfabriek and the Other Party, only the court in the District of Amsterdam has jurisdiction, without prejudice to any jurisdiction of the subdistrict court.

#### **Article 18: Processing of Personal Data**

18.1 If Eventfabriek processes personal data for the benefit of the Client in the performance of the Agreement, the following conditions apply in addition to the General Terms and Conditions of Sale.

18.2 The terms used in these terms and conditions have the meaning that the General Data Protection Regulation (hereinafter: "GDPR") has assigned to them or that the case law gives to them.

18.3 When processing personal data, the Client can be regarded as the controller, or if the Client processes the personal data for a third party as a processor. Eventfabriek fulfills the role of processor or sub-processor (depending on the capacity in which the Client processes the personal data).

#### **Article 19: Processing of Personal Data**

19.1 Eventfabriek will only allow the processing of personal data to take place in the context of executing the Agreement, plus those purposes that are reasonably related thereto or that are determined with the consent of the data subject.

19.2 Eventfabriek will process all personal data of all categories of data subjects under the Agreement that are stored during the execution of the agreement, or that are provided to Eventfabriek in another way for processing. If special personal data is processed, the Client must report this to Eventfabriek in advance and the Parties will assess in consultation whether additional measures must be taken in this regard.

19.3 Eventfabriek has no control over the purpose and means of the processing of personal data. Eventfabriek does not make independent decisions about the receipt and use of the personal data, the provision to third parties and the duration of the storage.



19.4 The Client guarantees that, insofar as required by the GDPR, it will keep a data processing register. The Client indemnifies Eventfabriek against all claims and claims related to non-compliance or incorrect compliance with this obligation to register.

#### **Article 20: Requests from Data Subjects**

20.1 If a person concerned directs a request about his personal data to Eventfabriek, Eventfabriek will forward the request to the Client within a reasonable period of time. Eventfabriek may inform the person concerned thereof.

20.2 Eventfabriek will answer the person concerned directly if Eventfabriek is legally obliged to do so or if Eventfabriek has an independent responsibility on the basis of the AVG.

20.3 Eventfabriek is entitled to charge the costs of responding to requests from those involved to the client.

#### **Article 21: Conditions as a result of government cancellation or relocation of the event**

21.1 When a booked event as a result of a government decision (COVID) cannot or may not take place or is moved within 2 weeks before the event takes place, in which the Client has done everything possible to organize the event in an alternative (digital) way with Eventfabriek, the condition applies that compensation is paid to compensate for the costs that have already been incurred:

- a. 50% of the offer;
- b. 100% of the wage costs for hired staff or freelancers;
- c. costs incurred for application or software serving online event.