



General Terms and Conditions for Offers and Agreements for Events at Amerpodia

Article 1 - General provisions – Definitions

Article 1.1

'Amerpodia is taken to mean the company, with its registered office in Amsterdam, as well as its organization that manages and operates Houses, including but not limited to the board of directors and officers that are authorized to act on behalf of this organization.

Article 1.2

"Client" is taken to mean the natural person or legal entity who enters or wishes to enter into the Agreement with Amerpodia to organize an Event. This includes the natural person or legal entity to whom an Offer is issued.

Article 1.3

"Agreement" is taken to mean the agreement in which the Client, by means of a signed Assignment Confirmation, grants Amerpodia the assignment to organize an Event.

Article 1.4

"Assignment Confirmation" is taken to mean the return from the Client by Amerpodia of the letter that Amerpodia composed for the confirmation of an assignment for an Event and that Amerpodia sent to the Client, stating all the arrangements and conditions that concern the Event. In order for the Assignment Confirmation to be valid, the letter must be signed by the Client and received by Amerpodia. Amendments, comments and notes to the content of the letter and/or appendices made by the Client are invalid and non-binding to Amerpodia. The Assignment Confirmation is based on the information provided by Amerpodia to the Client at the time. The Assignment Confirmation is deemed to represent the Agreement fully and correctly.

Article 1.5

"Event" is taken to mean a festive and/or business activity, a reception or a presentation, such in the broadest sense of the world, which takes place at the Houses.

Article 1.6

"The Houses" is taken to mean the entirety of spaces (developed and undeveloped), situated in Amsterdam at Keizersgracht 100-104 (Rode Hoed), Keizersgracht 324 (Felix Meritis) and Da Costakade 102 (De Nieuwe Liefde), which falls under the legal and management authority of the board of directors of Amerpodia, including but not limited to event spaces, restaurant, terraces and other exterior spaces.

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Article 1.7

Amerpodia and the Client are jointly referred to as the Parties.

Article 1.8

The Parties understand "Offer" to mean the provisional offering by Amerpodia in respect of the service to be provided, the work to be performed and/or the space(s) to be leased for an Event, stating the relevant prices, dates and other particularities or special provisions. The Offer serves to define the Client's wishes further and to prepare the issuing a definitive offer together with the Client. Acceptance of the Offer does not create an Agreement. The definitive offer consists of an Assignment Confirmation drawn up by Amerpodia as further described in Article 1.4.

Article 1.9

"Price" is taken to mean all amounts that the Client owes or will owe Amerpodia by or pursuant to the Agreement.

Article 1.10

"Guest" is taken to mean a visitor that enters the Houses at the invitation of the Client and/or Amerpodia in order to attend an Event there.

Visitor is also taken to mean anyone who performs work on the instructions of or together with the Client during the Event, including the period of construction, vacation and deconstruction, and not being a person employed or engaged by Amerpodia.

Article 1.11

"General Terms and Conditions" is taken to mean the "General Terms and Conditions for Offers and Agreements for Events at Amerpodia", as filed with the Chamber of Commerce in Amsterdam.

Article 1.12

"House rules" is taken to mean the "Amerpodia House rules", as this has been confirmed at the entrance of the Houses.

Article 1.13

"Guidelines" is taken to mean the "Guidelines for Events in Rode Hoed, Felix Meritis and De Nieuwe Liefde",

Article 2 - Applicability**Article 2.1**

The General Terms and Conditions apply to all Offers, tenders and agreements, including any annexes, to which these have been declared applicable by Amerpodia, as well as to all Offers, tenders and agreements that are a continuation to these.

Article 2.2

The General Terms and Conditions of the Client and third parties engaged by it do not apply. Amerpodia expressly rejects these.

Article 2.3

Deviations from and additions to the General Terms and Conditions are only valid if they have been expressly agreed between the Parties in writing.

Article 2.4

If one or more provisions in the General Terms and Conditions are invalid for whatever reason, this does not affect the validity of the other provisions. The Parties will replace in consultation the invalid provisions by provisions that are valid and that link up with the invalid provisions that are to be replaced in terms of purport as much as possible.

Article 2.5

In addition to the General Terms and Conditions, the Guidelines and the House Rules also apply to the Agreement. The Guidelines and the most recent House Rules form an integral part of the General Terms and Conditions. Amerpodia always has the right to amend the Guidelines and House Rules, insofar as this concerns reasonable amendments, even after the creation of the Agreement between the Parties.

Article 2.6

If and insofar as the General Terms and Conditions deviate from the Guidelines and/or the House Rules, the General Terms and Conditions prevail. If and insofar as the Agreement deviates from the General Terms and Conditions, the Guidelines and/or the House Rules, the Agreement prevails.

Article 3 - Offers**Article 3.1**

All Offers of Amerpodia are without any obligation and subject to change. Information provided by Amerpodia in or with the Offers is approximate. As long as there is no Agreement as referred to in Article 5, Amerpodia has the right to withdraw or amend Offers without stating its reasons.

Article 3.2

In its Offers, Amerpodia may rely on the accuracy of the information provided by the Client and other parties.

Article 4 - Options**Article 4.1**

The reservation of one or more dates for an Event that is to be organized (options) is only valid if this has been stated or confirmed by Amerpodia in writing.

Article 4.2

Unless expressly agreed otherwise, options are valid for fourteen (14) days. If the option is not taken up within this term, it will expire immediately by operation of law.

Article 4.3

If Amerpodia can conclude a definitive agreement with a third party within the current option term, it can require the Client from exercising the option within 48 hours. If this does not take place, the option will expire by operation of law and Amerpodia will be free to conclude an Agreement with a third party.

Article 5 - Agreement**Article 5.1**

An Agreement is concluded at the time Amerpodia has received the Assignment Confirmation signed by the Client. Until it has received the signed Assignment Confirmation, Amerpodia is always entitled to abandon any assignment for the Client, without stating its reasons.

Article 5.2

The Parties are free to prove that the Agreement has been concluded in another manner.

Article 5.3

If Amerpodia concludes an Agreement for an Event with multiple Clients, all Clients are jointly and severally liable for the entire performance of all obligations under the Agreement.

Article 5.4

If Amerpodia concludes an Agreement with an intermediary, this party will, together with any other Clients, be jointly and fully liable for the entire performance of all obligations under the Agreement. Complete or partial payment of the amount due by the Client will release the intermediary to the same extent.

Article 5.5

If Amerpodia concludes an Agreement with an intermediary, it will under no circumstances owe any commission or fee to this intermediary unless expressly agreed in writing.

Article 5.6

Without Amerpodia's written consent, the Client is not entitled to transfer its rights under an Agreement to a third party.

Article 5.7

Amendments to an Agreement are only valid if these have been agreed in writing.

Article 6 - Additions and omissions**Article 6.1**

Additions are taken to mean: All services provided to the Client by Amerpodia or by a third party on the instructions of Amerpodia, but that have not been agreed between the Parties in the Agreement or in the Assignment Confirmation.

Article 6.2

If an Event lasts longer than agreed between the Parties, this will result in Additions, unless the longer duration is caused by intent or gross negligence on the side of Amerpodia.

Article 6.3

Omissions are taken to mean: All services that have been agreed between the Parties in the Agreement, but that are not/will not be purchased by the Client.

Article 6.4

The costs for Additions are always fully at the Client's expense. If no agreement is reached on the amount of these costs, Amerpodia is in any case entitled to charge prices in line with the market.

Article 6.5

Amerpodia will not compensate Omissions unless agreed otherwise in writing or unless the Client applies the Cancellation Scheme as referred to in Article 7.

Article 6.6

The Client is obliged to inform Amerpodia immediately if it uses services that could lead to Additions.

Article 7 - Cancellation Scheme

Article 7.1

The Client is entitled to cancel an Agreement concluded with Amerpodia in whole or in part. On full cancellation, the Client will owe a fee to Amerpodia equal to the percentages stated in Article 7.2. These percentages are taken from the Price that has been agreed between Amerpodia and the Client for what has been cancelled.

Article 7.2

A percentage of 10% applies to a cancellation of more than six months before the date of an Event agreed between the Parties. A percentage of 25% applies to six months or less, but more than three months. A percentage of 40% applies to three months or less, but more than two months. A percentage of 50% applies to two months or less, but more than fourteen days. A percentage of 100% applies for fourteen days or less.

Article 7.3

On a partial cancellation, the percentages referred to in Article 7.2 will apply to that part of the Price that is related to the number of Guests and/or the programme component and/or the activity to which the partial cancellation relates. If the Client partially cancels catering services from Amerpodia, Article 7.4 will apply.

Article 7.4

For up to fourteen days prior to the start of the Event the Client shall be allowed to cancel catering services from Amerpodia with a maximum of 10% of the in the Agreement between Amerpodia and Client agreed Prize of these services. For cancelations of catering services from Amerpodia of more than 10%, as well as cancelations made fourteen days or less prior to the start of the Event, the percentages of Article 7.2 will apply.

Article 7.5

If the Event is not cancelled but is discontinued in whole or in part due to the actions of the Client, or a cause that it should be held accountable for by law or according to generally accepted standards, a percentage of 100% also applies. Any postponement or adjustment of the date of the Event as agreed between the Parties is deemed equal to cancellation.

Article 8 - Prices and payment

Article 8.1

The Client owes the Price as it has been agreed. If and insofar as the Assignment Confirmation, signed by the Client, has been received more than twelve months before the date of the Event, Amerpodia will be able to adjust the price on the basis of the price increases as became evident at the time of the Event, with a maximum of no more than 5% per year. Any changes in the VAT rate and/or other taxes (government levies) can be charged on to the Client at all times.

Article 8.2

Unless expressly stated otherwise in the Assignment Confirmation, all amounts are in Euro, exclusive of VAT and other government levies and exclusive of levies such as from Buma/Stemra (Dutch Performance Rights Organization), etc. Changes to these levies will always be charged on to the Client. In respect of room rental, Amerpodia has opted for rent subject to VAT. The room rental is therefore charged to the Client plus VAT.

Article 8.3

Amerpodia can at all times require the Client to pay a deposit under Amerpodia. The deposit received will be properly managed and exclusively serves as security for Amerpodia.

Article 8.4

Amerpodia applies to following payment scheme, unless otherwise agreed in the Assignment Confirmation, on the basis of the below percentages of the Price as stated in the Assignment Confirmation signed by the Client, to be paid within two weeks after the invoice date:

- 10% within two weeks after signature of the Assignment Confirmation by the Client;
- 80% no later than one month before the date of the Event;
- 10% within two weeks after the Event.

Additions of any other payments due must also be paid within two weeks after the Event.

Article 8.5

Amerpodia is entitled to set off the Price owed by the Client against the advance payment or deposit the Client has paid to Amerpodia. Amerpodia will repay the Client any positive balance on the side of the Client as soon as possible.

Article 8.6

The payment term of an invoice of Amerpodia is no more than fourteen days.

Article 8.7

If payment is late, the Client will owe an interest of 1% per month to Amerpodia in addition to all collection costs, where each part of a month is rounded up to a full month.

Article 8.8

The Client is not allowed to suspend and/or set off payment against a claim against Amerpodia, unless the reason for the suspension or the claim that is set off is acknowledged by Amerpodia in writing. The absence on the invoice of information such as: contact person, PO number, etc., is not acknowledged by Amerpodia as a reason for suspending payment.

Article 9 - Obligations and authorities of Amerpodia**Article 9.1**

Amerpodia will perform the assignment granted to it with the care of a good contractor and with due observance of the social responsibility vested in it.

Article 9.2

Amerpodia undertakes to arrange the services agreed at such a level of quality that can reasonably be required from Amerpodia in view of the circumstances.

Article 9.3

Amerpodia will make the space(s) in which the Event will take place available to the Client on the agreed date or dates of the Event. Amerpodia is entitled to offer other suitable space(s) instead of the agreed space(s), unless this must be considered to be obviously unfair and evidently too inconvenient for the Client. In the latter case, a solution that is suitable for the Client will be looked for in consultation with the Client. If the use of other space(s) than the agreed space(s) leads to savings for Amerpodia, these savings will be designated as Omissions.

Article 9.4

Offering and making available one or more spaces for the Event does not constitute exclusive use of the Houses. Amerpodia is authorized to have Events of different clients take place entirely or partially at the same time. In special cases, at Amerpodia's discretion, an exclusive use of the all the Event rooms in one or more Houses can be allowed. Further financial and other conditions can be attached to this exclusive use.

Article 9.5

Amerpodia is authorized to engage third parties in the performance of its obligations under the Agreement. If these third parties wish to limit their liability in connection with the performance of an assignment for Amerpodia's Client, Amerpodia is authorized to accept such a stipulation without prior consultation with the Client.

Article 9.6

Amerpodia must appoint a contact person for the Client in due time who will be charged with the organization and the performance of the Event and who will be authorized to represent Amerpodia vis-à-vis the Client in that respect.

Article 9.7

If and insofar as the Client uses the services of third parties for the Event (in particular suppliers), it must consult with Amerpodia about that in advance. Amerpodia is authorized to reject the proposed cooperation with one or more third parties and to deny them access to the Houses. Amerpodia will only use this authority on reasonable grounds.

Article 9.8

Amerpodia does not guarantee the presence of a certain exhibition or collection or parts thereof or of special activities in or on the Museum Complex during the Event.

Article 10 - Obligations of the Client**Article 10.1**

In this article, the Client is also taken to mean the Guests of the Client as well as third parties that are involved in the Event at the Client's instructions.

Article 10.2

The Client can only use the space(s) and services made available by Amerpodia for the purpose agreed between the Parties, as well as for which these are suitable.

Article 10.3

The Client cannot develop activities in the Houses (as well as in its direct environment) that are or can be harmful to the Houses, in the opinion of Amerpodia. The Client cannot bring along hazardous goods and/or substances to the Houses, sell goods there and is not allowed to cause nuisance there in any way.

Article 10.4

During the Event, the Client cannot exceed the maximum number of Guests as stated in the Agreement. If the number of Guests exceeds this maximum, Amerpodia is authorized to refuse them access to the Houses for logistical and/or safety reasons. If no maximum number is stated, the number of Guests that is stated in the Agreement is the maximum.

Article 10.5

The Client must be aware of the most current Guidelines and always immediately and fully comply with these Guidelines and the directions issued by or on behalf of Amerpodia. The Client must behave correctly in the Houses (as well as in its direct environment), such fully at the assessment of Amerpodia.

Article 10.6

During the Event, including the period of construction, vacation and deconstruction, the Client must at all times warrant the safety inside the Houses (as well as its direct environment). In addition, it must make every effort to prevent damage from being caused to the Houses or the items present there.

Article 10.7

During the Event, including the period of construction, vacation and deconstruction, the Client must ensure that the persons who perform work for or together with it will perform their work in accordance with the General Terms and Conditions, the Guidelines and the House Rules, as well as the safety regulations applicable to their industry.

Article 10.8

It is only allowed to connect electrical equipment to the Houses electricity network on the groups designated by Amerpodia.

Article 10.9

The Client is not allowed to install modifications and/or additions to the Houses and its environment. The Client must leave behind the Houses, in particular the space(s) made available to the Client by Amerpodia, in an undamaged condition, in the same condition as it was found.

Article 10.10

The Client must ensure that it also imposes the Guidelines and the House Rules, as well as the obligations imposed on it in this article, on its Guests. The Client warrants that its Guests will comply with these Guidelines, the House Rules and the obligations under this article.

Article 10.11

The Client must warrant the identity of its Guests. Amerpodia has the authority to require the Client to provide it with a guest list with the names and addresses of the Guests involved prior to the Event. The personal data of the Guests provided by the Client will not be processed in a data file and will be destroyed at the latest 2 weeks after the Event, unless special circumstances justify a longer term.

Article 10.12

Amerpodia is entitled, if necessary without prior warning, to deny the Client and/or any or one of its Guests access to the Houses, if in the opinion of Amerpodia the aforementioned obligations are not or not sufficiently complied with, there is inappropriate behavior, or there is the strong impression that it is likely that this person/these persons will or can endanger safety and/or public order.

Article 10.13

Amerpodia is entitled, if necessary without prior warning, to suspend its services immediately, temporarily or otherwise, if the Client and/or any or one of its Guests, in the opinion of Amerpodia, does not or insufficiently complies with the aforementioned obligations and/or does not behave correctly or sufficiently correctly and/or if this endangers the safety in or around the Houses and/or the public order.

Article 10.14

The Client must ensure any permits required are obtained in time. Applications for permits must always be submitted in consultation with Amerpodia. The late granting of these permits is entirely at the risk of the Client, and cannot form reason for cancelling the Event without application of the cancellation scheme as referred to in Article 7.

Article 10.15

The Client must ensure that all minor aged Guests are accompanied by a sufficient amount of Guests that are of age.

Article 10.16

The Client is obliged to point out to its Guests that smoking is not allowed in the Houses (including vapes), except at the terrace.

Article 10.17

The Client must ensure that its Guests will only access the space(s) that are specified in the Agreement in so many words.

Article 10.18

The Client must ensure that it and its Guests cooperate in any security checks of persons, coats, bags, etc. The following guidelines are applied during the security inspections:

- The inspection takes place upon arrival or commencement of the Event;
- When belongings are searched, everyone is searched, regardless of the person involved;
- The search means that Guests are asked to offer their bags and other items they have brought along to be searched;
- In some cases, detection gates or hand scanners are used;
- If cooperation is refused during the inspection, the person in question will be denied entry;
- If a weapon or drugs are found during the check, they will be confiscated. The person involved will be taken into custody and handed over to the police together with the items that have been found.

In special cases, at the discretion of Amerpodia, the aforementioned guidelines can be deviated from.

Article 11 - Liability of Amerpodia**Article 11.1**

The Client and its Guests enter the Houses entirely at their own risk. Amerpodia is not liable for damage, regardless of the cause.

Article 11.2

Amerpodia only provides non-binding advice. Amerpodia is never liable for the content and/or the consequences of the advice it provides.

Article 11.3

Amerpodia is not liable for damage caused by behavior of third parties or their staff or suppliers.

Article 11.4

The exclusion of liability as referred to in the previous paragraph does not apply in case of intent or gross negligence on the side of Amerpodia and/or third parties engaged by Amerpodia in the performance of its services for the Event.

Article 11.5

Amerpodia in any case excludes its liability for all forms of indirect, direct trading and/or consequential damage or loss.

Article 11.6

Amerpodia excludes its liability for all forms of damage to or with vehicles of the Client and/or its Guests and/or third parties engaged for the Event.

Article 11.7

If and insofar as Amerpodia is liable, this liability will be limited to no more than the amount that will be paid by the insurance of Amerpodia, plus excess. If and insofar as Amerpodia would be liable in spite of the aforementioned limitation, this liability is limited to the amount of the value of the Agreement concluded between the Parties, with a maximum of € 25,000.

Article 11.8

The Client and its Guests are fully responsible for the items of property they bring along. Amerpodia is not liable for damage or loss of these items of property, unless these have been taken into custody by Amerpodia on payment, and a numbered receipt has been issued for this. In that case, the liability is always limited to the value of the item that has been taken into custody, up to a maximum amount of € 1,000. Amerpodia is never liable for the damage or loss of the content (money, jewelry, electronics, etc.) of the aforementioned items of property.

Article 11.9

The staff of Amerpodia and its suppliers can also rely on the liability limitations as laid down in this article vis-à-vis the Client and its Guests.

Article 12 - Liability of the Client**Article 12.1**

During the Event, including the period of construction, vacation and deconstruction, the Client must warrant and is responsible for the behavior of its Guests on and/or in the Houses as well as its direct environment.

Article 12.2

The Client is fully liable vis-à-vis Amerpodia for all damage Amerpodia incurs as a result of the Client's actions. In addition, the Client is fully jointly and severally liable for all damage Amerpodia incurs as a result of its Guests' actions, without prejudice to the right of Amerpodia to (also) claim compensation from these Guests for the damage.

Article 12.3

The Client indemnifies Amerpodia against all claims of third parties that arise as a result of the performance of the Agreement, unless this damage is caused by intent or gross negligence of Amerpodia and/or of third parties engaged by Amerpodia in the performance of its services for the Event.

Article 12.4

The Client is obliged to sufficiently insure its liability. Amerpodia is authorized to require the Client to show it the evidence that demonstrates this insurance.

Article 13 - Catering services

Article 13.1

If the Client wishes to have the catering services, also including additional and related services, by a third-party caterer, the choice of caterer requires the approval of Amerpodia. Amerpodia can attach conditions to the approval. The approval has already been granted to Amerpodia's 'Preferred' caterers.

Article 13.2

When choosing a non-preferred caterer, the commission due is 15% of the full invoice of the non-preferred caterer (i.e. food, beverages, staff, materials, furniture, equipment). The Client can choose to pay the commission to Amerpodia or can choose to have the caterer pay the commission.

Article 13.3

When concluding agreements with third parties, the Client must ensure that the relevant conditions under these General Terms and Conditions and the Guidelines as stated in Article 1.13 are also imposed on that third party. This also applies in full when it concerns items or third parties where advice or intermediary services were provided by or on behalf of Amerpodia.

Article 13.4

If it has been agreed in respect of the organization of the Event that, in addition to providing the services related to the location, Amerpodia also provides the catering services, also including additional and related services, the following further conditions will apply.

Article 13.5

Amerpodia undertakes to provide, at the agreed time, the Client's Guests with the agreed food and drinks of the quantity, quality and in the manner as agreed between the Parties.

Article 13.6

Amerpodia is entitled to make other food and/or drinks available than specified in the Agreement, unless this must be considered to be evidently unfair and inconvenient for the Guests.

Article 13.7

If no specific agreements as described in the previous paragraph have been made between the Parties, Amerpodia will reasonably determine the quantity, quality and the manner in which the food and drinks is provided.

Article 13.8

Amerpodia is entitled to forgo or suspend the provision of catering services at any time if one or more Guests fail to act in line with the class and the operation of Amerpodia. Article 10.13 of these General Terms and Conditions applies accordingly here.

Article 13.9

If and insofar as Amerpodia has given the Client a turnover guarantee in respect of the catering services, the Client is obliged to pay Amerpodia at least the amount involved in these catering services.

Article 13.10

If the Client wants to serve drinks at the Houses during the Event that are not provided by Amerpodia, it will owe Amerpodia an amount in corkage fee per consumed bottle. The nature of these drinks to be served must always be approved by Amerpodia in advance.

Article 13.11

Items and spaces in the Houses that have not been properly left behind or cleaned by or on behalf of the Client after the Event will be cleaned and/or repaired by Amerpodia at the Client's expense and risk.

Article 14 - Technical and other facilities**Article 14.1**

The use of technical and other facilities in the Houses is only allowed after acquiring the prior permission of Amerpodia. The use is subject to conditions as referred to, among other places, in the Guidelines.

Article 14.2

Amerpodia only arranges those technical facilities and technicians that have been agreed in the Agreement or in the Assignment Confirmation between the Parties.

Article 14.3

The Client and/or its Guests can only bring along and use their own technical facilities if Amerpodia has granted its written permission to this. Amerpodia can attach conditions to the granting of its permission.

Article 14.4

When making image and/or audio recordings at an Event, the Client must take the rights of interested parties and the protection of the Guests' privacy into account. The Client indemnifies Amerpodia against all claims of third parties if the rights of interested parties or the privacy of Guests is violated.

Article 15 - Intellectual property**Article 15.1**

Amerpodia is and remains the party entitled to all intellectual property rights that are related to the Houses, including its content.

Article 15.2

Any intellectual property rights that ensue from or relate to the Event accrue fully to Amerpodia.

Article 15.3

The Client is not allowed in any way whatsoever to infringe the intellectual property rights of Amerpodia.

Article 15.4

The Client is not allowed, without prior written permission of Amerpodia, to use the name, logo and/or other advertising statements of Amerpodia in public.

Article 16 - Complaints**Article 16.1**

The Client must submit any complaints to the board of directors of Amerpodia within one month after it became aware or could have become aware of these complaints, failing which the right to complain expires.

Article 16.2

Complaints can only be submitted by registered post or bailiff's writ.

Article 16.3

All claims of the Client and/or its Guests expire after one year after the moment these claims were created.

Article 17 - Termination**Article 17.1**

Without prejudice to the other provisions of these General Terms and Conditions, Amerpodia can terminate the Agreement early if the following conditions have been met:

- The Client fails to perform the relevant obligations under or pursuant to the Agreement;
- The Client has provided incorrect information, for example on the identity of the Guests;
- The Client has been declared bankrupt, has applied for a (temporary) suspension of payments, or has made an application pursuant to the Debt Restructuring (Natural Persons) Act;
- The Client has shut down or wound up its business, or transferred it to a third party;
- There are sufficient indications that the Event will have a different nature than agreed between the Parties and Amerpodia would not have concluded the Agreement if it had known this other nature.

Article 17.2

Both Parties are entitled to terminate the Agreement early, without owing any compensation to the other party, if there is force majeure as referred to by law. In such a situation, they must verbally inform the other party or parties of this immediately and confirm this immediately in writing.

Article 17.3

If, at the time of this termination, Amerpodia has already delivered a performance to execute the Agreement, either pursuant to Article 17.1 or 17.2, or pursuant to any other reason, this performance and the related payment obligations cannot be revoked as a result of or after the termination. The Client will then be obliged to pay Amerpodia all costs for the performance already delivered by Amerpodia.

Article 18 - Final provisions**Article 18.1**

If a translation of the General Terms and Conditions, the Guidelines and/or the House Rules is used, the Dutch text remains binding.

Article 18.2

In all cases for which the General Terms and Conditions, the Guidelines and/or the House Rules do not provide, the board of directors of Amerpodia decides.

Article 18.3

The law of the Netherlands is exclusively applicable to Offers and Agreements. Only the Dutch court has jurisdiction.

Article 18.4

Only the District Court of Amsterdam will have jurisdiction in any disputes that arise between the Parties as a result of or related to any Agreement entered into between the Parties and/or tender and/or Offer issued, to which Amerpodia has declared these General Terms and Conditions applicable.