

### Article 1. Definitions

In these general terms and conditions, the following terms are used in the sense given below, unless explicitly indicated otherwise:

<b>Hagelwit:</b>	Mrs. Joske Kunst-Moenis, trading under the name "Hagelwit", established in (3544 AA) Utrecht at Zandweg 28 and registered with the trade register of the Chamber of Commerce under number 69980403;
<b>Contractor:</b>	"Hagelwit";
<b>Client:</b>	the client on whose instructions "Hagelwit" performs Services;
<b>Services:</b>	organization of weddings, engagements and anniversaries;
<b>Agreement:</b>	the service agreement for providing one or more Services;
<b>Supplier:</b>	the person who has undertaken directly or indirectly towards the Contractor to provide Services and/or to make goods available, all this in the broadest sense of the word;
<b>Third party:</b>	the self-employed person without personnel or the person or legal entity who, on the basis of an employment agreement with the Contractor or another type of agreement with the Contractor, has been engaged to perform the agreed Services;
<b>Personal data:</b>	any data about an identified or identifiable natural person;
<b>Processing of personal data:</b>	the collection, recording, organisation, storage, adaptation, modification, consultation, retrieval, use, transmission, distribution, making available, deletion, destruction of personal data;

### Article 2. General

1. These Terms and Conditions apply to every offer, quotation and agreement between the Contractor and a Client to which the Contractor has declared these Terms and Conditions applicable, insofar as the parties have not explicitly deviated from these Terms and Conditions in writing.
2. These Terms and Conditions also apply to all agreements concluded with the Contractor for the performance of which Suppliers must be engaged.
3. Any deviations from these General Terms and Conditions shall only be valid if expressly agreed in writing. The applicability of any purchase or other terms and conditions of the Client is expressly rejected.
4. If one or more provisions of these General Terms and Conditions are at any time wholly or partially null and void or should be annulled, the other provisions of these General Terms and Conditions shall remain fully applicable. The Contractor and the Client will then enter into consultations in order to agree on new provisions to replace the invalid or annulled provisions, whereby the aim and scope of the original provision will be taken into account as much as possible.
5. If there is any uncertainty about the interpretation of one or more provisions of these General Terms and Conditions, the interpretation must take place in the context of these provisions.
6. If any situation occurs between the parties that has not been regulated in these General Terms and Conditions, such a situation must be assessed in the context of these General Terms and Conditions.
7. The prices concerning services and goods supplied by Third Parties (Suppliers) are not included in the prices of the Contractor. Any additional costs, calculated by Suppliers or Third Parties, will always be borne by the Client, unless the parties agree otherwise in writing.

### Article 3. Conclusion of agreements

1. All offers and quotations, both written and oral, are always without obligation and have a validity of 14 days, from the date they have been sent.

2. The agreement is concluded when the Client has accepted and signed the offer.
3. If no offer has been submitted in advance, the following applies: the Contractor will record the agreement with the Client in writing and send it to the Client as soon as possible. The Client will ensure that the Contractor has a signed copy of this agreement within 14(fourteen)days after the date of this agreement at the latest.
4. Offers or quotations do not automatically apply to future assignments.
5. Parties agree that agreements concluded via electronic data traffic between parties are binding.
6. Additional or amended agreements after signature are only valid if they have been agreed in writing by the parties.
7. The Contractor will charge additional work separately. Reduced work will never be settled because the advice and the support provided remain the same in the event of reduced work. If the reduced work is substantial, the Contractor will submit a completely new offer.
8. The prices mentioned in the offers and quotations are exclusive of any costs to be incurred in the context of the agreement, including materials, shipping and administration costs and without any funds to be paid to BUMA/STEMRA and/or SENA.
9. Unless otherwise stated, all quotations are exclusive of VAT.
10. A combined quotation shall not oblige the Contractor to perform part of the assignment for a corresponding part of the quoted price.
11. Third parties, including employees or trainees of the Contractor, are not entitled to bind the Contractor. Assignments taken up by them are only valid after written confirmation by the Contractor.

#### **Article 4. Execution of the agreement**

1. The Contractor shall execute the agreement to the best of their knowledge and ability and in accordance with the requirements of good workmanship. All this on the basis of the current state of knowledge.
2. If and insofar as required for the proper performance of the agreement, the Contractor is entitled to have certain work performed by a Supplier or another Third Party.
3. The Client shall ensure that all information which the Contractor indicates as necessary or which the Client should reasonably understand as necessary for the execution of the agreement is provided to the Contractor in good time. If the information required for the execution of the agreement is not provided to the Contractor on time, the Contractor shall have the right to suspend execution of the agreement or to charge the Client for the additional costs arising from the delay at the usual rates.
4. The Contractor shall not be liable for any damage, of any nature, resulting from the fact that the Contractor has relied on incorrect or incomplete information provided by the Client.
5. If governmental permits and/or exemptions are required with respect to the activity to be carried out, the Client will ensure that these are actually present. The costs of the application shall be borne by the Client.
6. If Suppliers or any other Third Party engaged by the Contractor in the context of the assignment perform work at the Client's location or at a location designated by the Client, the Client shall provide the facilities reasonably required by those employees free of charge. These costs are not included in the amount agreed between the Contractor and the Client.
7. If the Client wishes to involve Third Parties in the execution of the assignment, they will only do so after having reached an agreement with the Contractor, since the direct or indirect involvement of a Third Party in the execution of the assignment may have a significant influence on the Contractor's ability to execute the assignment correctly.
8. The Client indemnifies the Contractor against any claims from Suppliers who suffer damage in connection with the execution of the agreement and which is attributable to the Client.
9. The Client indemnifies the Contractor against any claims by the Client as a result of damage suffered by the Client as a result of an act and/or omission by Suppliers.

10. The Contractor is entitled to cease the work, without the Client being entitled to a refund, if the Contractor is unable to carry out the work properly and safely. In that case, the Contractor will also be entitled to impose conditions that make it possible to perform the work properly.

#### Article 5. Amendment of the agreement

1. If, during the execution of the agreement, it appears that for a proper execution it is necessary to change or supplement the work to be performed, the parties shall amend the agreement accordingly in good time and in mutual consultation.
2. If the parties agree that the agreement will be amended or supplemented, the time of completion of the execution may be affected by this. The Contractor shall inform the Client of this as soon as possible.
3. If the amendment or supplement to the agreement has financial and/or qualitative consequences, the Contractor shall inform the Client of this in advance.
4. The Contractor shall have the right to suspend the agreed additional work until payment for the additional work has been made.
5. If a fixed fee has been agreed, the Contractor shall indicate to what extent the amendment or supplement to the agreement results in the fee being exceeded.
6. Contrary to paragraph 5, the Contractor shall not be able to charge any additional costs if the change or supplement is the result of circumstances attributable to the Contractor.

#### Article 6. Fee

1. The parties may agree on a fixed fee when the agreement is concluded.
2. The fee and any cost estimates are exclusive of any costs to be incurred in the context of the agreement, including material, shipping and administration costs, unless otherwise indicated.
3. The Contractor is entitled to pass on price increases if the Contractor can demonstrate that between the time of the offer and delivery, the rates with regard to wages, for example, have increased considerably. Furthermore, the Contractor may increase the fee if, during the execution of the work, it appears that the originally agreed or expected amount of work was insufficiently estimated at the time the agreement was concluded, and that this was not attributable to the Contractor, that the Contractor may not reasonably be expected to perform the agreed work at the originally agreed fee.
4. The Contractor shall notify the Client in writing of their intention to increase the fee or rate. The Contractor shall also state the scope and date on which the increase shall take effect.
5. The travel expenses incurred by the Contractor in the context of the execution of the assignment in the Netherlands and abroad will be charged on the basis of subsequent calculation on the final invoice on the basis of € 0.45 ex VAT per kilometre driven.
6. Tolls and parking costs in the Netherlands and abroad are always for the account of the Client.
7. On the day of the wedding, the Client must provide a healthy meal for the Contractor and any third parties engaged.

#### Article 7. Payment, interest and collection costs

1. The Contractor shall only commence the work after receipt of the agreed (partial) payment.
2. Payments must be made within 14 days of the invoice date - unless agreed otherwise - by transferring the amount due to the bank number in the name of the Contractor.
3. The agreed amount will be invoiced in the following manner:  
50% after the signing of the agreement and before the start of the work. The remainder must be paid no later than 1 day before the wedding. Subsequent calculations will be invoiced after the wedding has taken place, and must be paid in one instalment within 7 days after the invoice date.
4. The Contractor is entitled to suspend the agreed activities, in the event that the Client fails to fulfil the payment within the terms stated.

5. Objections to the amount of the invoice or complaints about the performance of the Services do not suspend the payment obligation.
6. If the Client fails to pay within the agreed term, the Client will be in default by operation of law. The Client will then owe an interest of 2% per month, unless the statutory interest rate is higher, in which case the statutory interest rate will apply. The interest on the amount due and payable will be calculated from the moment that the Client is in default until the moment of payment of the full amount.
7. In the event of liquidation, bankruptcy, attachment or suspension of payment of the Client, the claims of the Contractor against the Client will be immediately due and payable.
8. If the Client is in default or in breach of the (timely) fulfilment of their obligations, all reasonable costs incurred in obtaining payment out of court will be borne by the Client. In any case, the Client will be liable for collection costs in the event of a monetary claim.
9. If the Contractor has incurred higher costs, which were reasonably necessary, these costs will also qualify for compensation.
10. Any reasonable legal and enforcement costs incurred shall also be borne by the Client.

#### Article 8. Cancellation

1. The Client is only entitled to cancel the order in writing.
2. In the event of cancellation by the Client, they are obliged to pay in full all costs already incurred by the Contractor and Third Parties engaged.
3. The cancellation costs for the agreed services amount to:
  - a) in the period up to 4 weeks (30 days) before the starting date, 80% of the full principal sum as agreed in the assignment agreement;
  - b) in the period from 4 weeks to 1 week (23 days) before the starting date, 90% of the full principal sum as agreed in the agreement;
  - c) in the period of 1 week (7 days) before the starting date or the day of the wedding, 100% of the full principal sum as agreed in the agreement;
4. The cancellation costs are increased by 15% administration costs, over the full principal sum as agreed in the agreement.
5. The Client is liable and fully indemnifies the Contractor against any claim from any Third Party arising from the (partial) cancellation of the agreement.
6. If the Agreement is terminated prematurely by the Contractor, the Contractor will, in consultation with the Client, ensure the transfer of the work already performed and still to be performed, unless this can no longer reasonably be demanded of the Contractor.

#### Article 9. Intellectual property

1. The Intellectual Property Rights to all concepts developed and elaborated by the Contractor for the purpose of an assignment (or part of an assignment), which are presented to the Client and/or made available, including quotations, documentaries, ideas, activities, designs and/or other (written or digital) concepts, are vested exclusively in the Contractor. Without the Contractor's prior written consent, the Client is not permitted to use the aforementioned concepts or to make the contents thereof known to third parties, to reproduce, disclose and/or exploit them.

#### Article 10. Complaints

1. Complaints regarding the Services provided by the Contractor must be submitted to the Contractor in writing by registered letter within 5 (five) working days after the end of the wedding. Complaints received after this period will not be dealt with. The Contractor has a complaints procedure that can be consulted on the Contractor's website [www.hagelwit.com](http://www.hagelwit.com).

### Article 11. Termination, dissolution, suspension

1. Without prejudice to the provisions of the Dutch Civil Code, in the event of default on the part of the Client, the Contractor shall be entitled, inter alia, to suspend their obligations under the agreement or to dissolve the agreement in whole or in part, at their choice. In that case, the Contractor is entitled to compensation for all damage they have suffered.
2. The Contractor remains competent to terminate, dissolve or suspend the execution of the agreement immediately, in whole or in part, without judicial intervention, without prejudice to other rights to which it is entitled, if:
  - the Client deceases, requests suspension of payment, files a declaration of bankruptcy or requests to be admitted to the statutory debt rescheduling scheme;
  - the bankruptcy of the Client is filed for;
  - the safety of the Contractor, guests and/or personnel or other persons is insufficiently guaranteed.
3. In the event of dissolution, the Contractor's claims against the Client are immediately due and payable.

### Article 12. Liability

1. The Client is obliged to take out cancellation insurance for the wedding (wedding insurance).
2. The Contractor limits their liability to compensation towards the Client to those cases in which the Client proves that their damage was caused by gross negligence or serious negligence on the part of the Contractor.
3. If the Contractor is liable for direct damage, such liability shall be limited to a maximum of the amount of the payment to be made by the Contractor's insurer, or at least to a maximum of twice the agreed invoice amount.
4. Direct damage is exclusively understood to mean: - the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these Terms and Conditions; - any reasonable costs incurred to have the Contractor's defective performance comply with the agreement, unless these cannot be attributed to the Contractor; - reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to a limitation of direct damage within the meaning of these General Terms and Conditions.
5. The Contractor shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business stagnation.
6. The limitations of liability for direct damage included in these Terms and Conditions do not apply if the damage is due to intent or gross negligence on the part of the Contractor.
7. The Client indemnifies the Contractor against claims by third parties on account of damage caused by the fact that the Client has provided the Contractor with incorrect or incomplete information.
8. The Contractor shall not accept any liability for damage for which a claim for compensation exists or may exist under a cancellation insurance (wedding insurance).
9. The Contractor is not liable for loss, theft or damage to funds and/or goods belonging to the Client and/or third parties during the execution of the assignment.
10. The Client is liable for any damage to and/or loss of goods made available to the Client by the Contractor, third parties engaged by the Contractor or suppliers, whether or not against payment. The Client indemnifies the Contractor against any claims in this respect.
11. The Contractor is not liable for damage to or destruction of goods during transport or shipment by post, regardless of whether the transport or shipment is carried out by or on behalf of the Client, the Contractor or a Third Party.

### Article 13. Indemnifications

1. The Client indemnifies the Contractor against claims by Third Parties relating to Intellectual Property rights on materials or data provided by the Client that are used in the performance of the agreement.
2. If the Client provides Hagelwit with information carriers, electronic files or software etc., the Client guarantees that the information carriers, electronic files or software etc. are free of viruses and defects.

3. The Client shall indemnify the Contractor against damage caused by Third Parties and Suppliers.
4. The Client shall indemnify the Contractor against claims by Third Parties for damage caused by incorrect or incomplete information provided to the Contractor by the Client.

#### **Article 14. Force majeure**

1. Parties are not obliged to fulfil any obligation if they are hindered to do so as a result of a circumstance that cannot be attributed to their fault, and for which they are not responsible pursuant to the law, a legal act or generally accepted standards.
2. In these General Terms and Conditions, force majeure is understood to mean, in addition to what is understood by law in this respect, all external causes, foreseen or unforeseen, on which the Contractor can have no influence, but which prevent the Contractor from fulfilling their obligations. This includes illness within the Contractor's company.
3. The Contractor is also entitled to invoke force majeure if the circumstance preventing (further) and timely fulfilment occurs after the Contractor should have fulfilled his obligations.
4. Parties may suspend the obligations arising from the agreement during the period that the force majeure continues. If this period lasts longer than 14 days, either party is entitled to dissolve the agreement, without any obligation to compensate the other party for damage.
5. If due to force majeure timely fulfilment is impossible and suspension is not possible as it concerns a deadline, the agreement shall be automatically dissolved, without any obligation to compensate damage to the other party, subject to the provisions of paragraph 6.
6. Insofar as the Contractor has already partially fulfilled their obligations under the agreement at the time of the occurrence of force majeure or will be able to fulfil them, and the part already fulfilled or still to be fulfilled respectively has independent value, the Contractor will be entitled to separately invoice the part already fulfilled or still to be fulfilled respectively. The Client is obliged to pay this invoice as if it were a separate agreement.

#### **Article 15. Confidentiality**

1. Both the Client and the Contractor are obliged to maintain the confidentiality of all that they have obtained from each other or from another source in the context of their agreement.

#### **Article 16. Applicable law**

1. All agreements between the Contractor and the Client are governed by Dutch law.

#### **Article 17. Privacy policy**

1. The Contractor has a Privacy Policy. This Privacy Policy provides information about the personal data that the Contractor processes from the Client. The most current Privacy Policy can always be found at [www.hagelwit.com](http://www.hagelwit.com).

#### **Article 18. Dispute settlement**

1. Disputes will in the first instance be submitted for mediation to the Disputes Committee of the Beroepsorganisatie Weddingplanners Nederland (BWPN, Dutch Professional Organisation of Wedding Planners).
2. If mediation by the Disputes Committee does not succeed, the parties will make every effort to resolve the dispute by means of mediation. If mediation fails, the parties will turn to the civil court.
3. Contrary to the legal rules for the jurisdiction of the civil court, any dispute between the Client and the Contractor, in case the Court is competent, will be settled by the Court of Midden-Nederland. However, the Contractor remains entitled to summon the Client to appear before the court that has jurisdiction according to the law.

**Article 19. Modification and location of the conditions**

1. The Contractor is entitled to amend these General Terms and Conditions from time to time.
2. The version of the General Terms and Conditions in force at the time the agreement was concluded shall always apply.
3. These General Terms and Conditions can be found on the website of the Contractor and can be requested from the Contractor at any time.

These General Terms and Conditions were filed with the Utrecht Chamber of Commerce on 10 July 2018 under number 69980403.

This document is a translation. In the event of any dispute to the interpretation of any of these conditions, the official Dutch language version shall prevail.