

**Article 1: Definitions**

For the purpose of these general terms and conditions the following terms are understood as follows:

- a) A'dam LookOut B.V.: legal person with limited liability, having its registered office at the Weteringschans 26-1hg in (1017 SG) Amsterdam.
- b) LOOKOUT: situated in the A'dam Tower consisting of the Sky Lobby, 20<sup>th</sup> and 21<sup>st</sup> floor, entrance located at the Overhoeksplein 5 in (1031 KS) Amsterdam and any and all Attractions present in the same.
- c) A'dam Tower: building, situated at the Overhoeksplein 1 in (1031 KS) Amsterdam.
- d) Attraction(s): any and all experiences and activities as part of A'dam LookOut B.V.
- e) Client: the (potential) buyer / client is either a Consumer or a Professional Client;
- f) Consumer: a person who does not act in the course of a profession or business;
- g) Professional Client: each and every entity that does not fall under the definition of Consumer. The Dutch Distance Selling Act is not applicable to the Professional Client.

**Article 2: Applicability**

- 2.1 These general terms and conditions are applicable to each and every proposal, offer / option and any and all purchases of (e-)tickets and other products / services via [www.adamlookout.com](http://www.adamlookout.com) or via the points of sale of A'dam LookOut B.V., to the extent that A'dam LookOut B.V. did not expressly deviate from these terms and condition in writing.
- 2.2 When purchasing a (e-)ticket or other product / service from A'dam LookOut B.V. the Client expressly accepts the applicability of these terms and conditions without any proviso. The terms and conditions are available on the website of A'dam LookOut B.V., are available for inspection at the point of sale and the Chamber of Commerce and can be requested from A'dam LookOut B.V. free of charge.
- 2.3 The applicability of potential general or other terms and conditions of the Client is expressly rejected.
- 2.4 If one or more provisions of these terms and conditions are invalid or cancelled then the remaining provisions of these terms and conditions remain in full force and effect. The parties shall, as the occasion arises, enter into discussions in order to agree on new provisions to replace the invalid and/or cancelled provisions in the course of which the objective and the scope of the original provision is observed as much as possible.
- 2.5 A'dam LookOut B.V. is entitled to change the provisions set forth in these general terms and conditions if so required by the circumstances. The Client hereby already accepts that the general terms and conditions that were changed in pursuance of this article shall have binding effect on the Client with regard to contracts awarded by the Client after A'dam LookOut B.V. has properly informed the Client of the changed general terms and conditions.
- 2.6 In case of a discrepancy between the Dutch text of the general terms and conditions and translations thereof the Dutch text shall always prevail.

**Article 3: Proposals, options and offers**

- 3.1 Any and all proposals are subject to contract, unless the proposal mentions a time limit for acceptance.
- 3.2 Any and all options and offers prepared by A'dam LookOut B.V. are subject to contract. They are valid during a period of 14 days, unless indicated otherwise. A'dam LookOut B.V. shall only be bound by the options and offers if the acceptance thereof by the Client is confirmed in writing within 14 days, unless indicated otherwise.
- 3.3 The agreement is only concluded if A'dam LookOut B.V. confirmed a contract in writing or made a start with the implementation thereof. This also applies if it is concluded electronically.
- 3.4 Any and all quotations of A'dam LookOut B.V. and any and all amounts that are charged to the Client by A'dam LookOut B.V. are inclusive of VAT and in euros, unless expressly indicated or stipulated otherwise between the parties. A'dam LookOut B.V. reserves the right vis-à-vis the Client to, as the occasion arises, implement reasonable price changes.
- 3.5 If a proposal is accepted then during a period of two working days after receipt of the acceptance A'dam LookOut B.V. shall be entitled to withdraw the proposal. The board of directors reserves the right to declare an agreement concluded by one of its employees invalid within the reasonable time limit of 8 days.
- 3.6 Proposals, options or offers are not automatically applicable to future contracts.

**Article 4: Tickets**

- 4.1 A'dam LookOut B.V. provides tickets and/or e-tickets with a unique barcode (hereinafter referred to as: 'tickets'). After payment the tickets can be downloaded, in addition the tickets are sent digitally to the indicated email address.
- 4.2 A'dam LookOut B.V. shall not be liable if the email address entered by the Client is not correct or if its email account is not working properly.
- 4.3 Prior to the purchased service the e-ticket is taken and/or checked. Each and every e-ticket can only be used once. After the check at the entrance the e-ticket loses its value.
- 4.4 The barcodes on the tickets cannot be folded or damaged. In case of damage the access to the LOOKOUT may be denied.
- 4.5 Having regard to section 46i subsection 3 of Book 7 of the Dutch Civil Code the statutory reflection period of 7 working days in pursuance of the Dutch Distance Selling Act is not applicable to the purchase of the tickets.
- 4.6 A'dam LookOut B.V. reserves the right to, without stating reasons, reject or cancel the order. The Client is informed accordingly.
- 4.7 If due to technical failures of any nature whatsoever the payments are not processed or not correctly or not in a timely fashion and/or cannot be authorised A'dam LookOut B.V. shall not accept any liability whatsoever.
- 4.8 Without written consent of A'dam LookOut B.V. it is not allowed to use the tickets for commercial purposes. In case of reselling or commercial use (or a relevant attempt) A'dam LookOut B.V. shall be entitled to invalidate the relevant ticket and/or to impose a penalty on the Client. Holders of invalid tickets shall be denied access to the LOOKOUT, without being entitled to compensation.
- 4.9 Tickets cannot be used in combination with other promotions and/or discount actions. If the validity date and selected timeslot of the tickets have expired then it is not possible to exchange these and there shall be no entitlement to repayment or compensation.

4.10 A'dam LookOut B.V. cannot guarantee direct access after the expiry of the booked timeslot.

#### Article 5: Prohibition on resale and the like

- 5.1 The Client or holder of a ticket is held to keep the ticket for the LOOKOUT for itself and hence not to, in any way whatsoever, sell this or offer this for sale to third parties or to offer or supply this within the framework of commercial purposes.
- 5.2 The Client or holder of a ticket is held vis-à-vis A'dam LookOut B.V. not to in any way whatsoever advertise or (otherwise) publicise in connection with the attraction and a part thereof if this takes place with the intention of (re-)selling the ticket. All at the discretion of A'dam LookOut B.V.
- 5.3 The Client or holder of a ticket who makes its ticket available to third parties free of charge and not within the framework of commercial purposes is held to also impose the obligations imposed on the same as the Client as intended in the previous paragraphs of this article on the person to whom the Client makes the ticket available and guarantees vis-à-vis A'dam LookOut B.V. that the said person(s) shall comply with these obligations.
- 5.4 If the Client or holder of a ticket does not comply with its obligations as intended in the previous paragraphs of this article and/or cannot guarantee the same then the Client forfeits an immediately claimable penalty to A'dam LookOut B.V. of € 10,000.00 per breach and € 1,000.00 for each day that the breach continues without prejudice to the right of A'dam LookOut B.V. to moreover claim compliance from the Client and/or compensation for incurred and yet to be incurred damages.
- 5.5 Exceptions to article 5.1 up to and including article 5.4 are established by means of a valid agreement with a Professional Client.

#### Article 6: Force majeure and resolute conditions

- 6.1 If A'dam LookOut B.V. cannot comply with its obligations on account of force majeure or reliance on a resolute condition then entitlement to repayment or compensation shall be out of the question.
- 6.2 For the purpose of these terms and conditions force majeure is understood, apart from what is understood as such by law or case law, as any and all external causes, foreseen or unforeseen, that are beyond the control of A'dam LookOut B.V. however as a result of which A'dam LookOut B.V. is unable to comply with its obligations. This does in any case include, but is not limited to, fire, accident, sickness, pandemic, industrial action, riot, war, official measures and transport difficulties.
- 6.3 Weather conditions (severe storm and/or floating ice), technical contingencies as a result of which the visit to the attraction is hindered and/or made impossible, such at the discretion of A'dam LookOut B.V., apply as a resolute condition.
- 6.4 The business management is authorised to, at its sole discretion, decommission and keep decommissioned an attraction or part of the LOOKOUT without the same entitling to repayment (of a part of the price) of the ticket and/or any other compensation.

#### Article 7: Rules of conduct

- 7.1 When purchasing a product or service from A'dam LookOut B.V. or when entering the LOOKOUT the Client expressly accepts the applicability of the rules of conduct of A'dam LookOut B.V. included in the general terms and conditions without proviso.
- 7.2 A'dam LookOut B.V. is entitled to remove Clients who misbehave or who are in an apparent condition.
- 7.3 The Client must comply strictly with any and all instructions of A'dam LookOut B.V. or its employees without delay.
- 7.4 Pets (animals) are not allowed in / at the LOOKOUT. Assistance dogs / guide dogs are only allowed if they are official and were recognisably trained and are clearly recognisable as an assistance dog / guide dog (provided with a harness with print).
- 7.5 The access to the LOOKOUT can be denied without stating reasons if this is deemed necessary by A'dam LookOut B.V., for instance in connection with the capacity, safety, public order, the imminent occurrence of damages and nuisance, without the Client being entitled to repayment or compensation.
- 7.6 If instructions are not followed then A'dam LookOut B.V. shall be entitled to interrupt the use of an attraction or part of the LOOKOUT. The Client can, as the occasion arises, not claim repayment or compensation.
- 7.7 Visitors of the LOOKOUT can only enter the ground floor and floors 1, 20 and 21 designated for the LOOKOUT.
- 7.8 It is not allowed to enter the building with Nordic walking poles, skates, steps, balance bicycles, Segways or other vehicles with the exception of wheelchairs or prams.
- 7.9 The possession or carrying of weapons or other, at the discretion of the business management, objects suitable for threats, e.g. knives, chains and the like, is strictly prohibited in the A'dam Tower and the LOOKOUT. The business management reserves the right to seize the said objects or to remove the owner of the same from the building, in association with the police.
- 7.10 It is not allowed to make unnecessary noise or to play radios etc.
- 7.11 Photo cameras / film devices, audio equipment or other technical tools can only be taken by the Client after it has become apparent that they are not suitable or used for professional application.
- 7.12 A smoking ban applies on all covered floors in the LOOKOUT, including covered waiting queues. The foregoing also applies to e-cigarettes. Smoking is only allowed in the open air on the 21<sup>st</sup> floor.
- 7.13 Persons who are under the influence of alcohol and/or narcotics or who deal in or who are in possession of narcotics may be denied access to the building and/or may be removed from the building, without thus being entitled to repayment (of a part of the price) of the ticket and/or other compensation.
- 7.14 Physical or verbal violence or otherwise undesired behaviour vis-à-vis other visitors and the staff of A'dam LookOut B.V. is not tolerated. Persons who are guilty of this kind of conduct shall immediately be removed from the building, without thus being entitled to repayment (of a part of the price) of the ticket and/or other compensation. In addition the assistance of the police can be requested.
- 7.15 Mischief and/or destruction or otherwise undesired behaviour vis-à-vis other visitors, the staff of A'dam LookOut B.V., and belongings of guests, the A'dam Tower and the LOOKOUT are not tolerated. Persons who are guilty of this kind of behaviour shall immediately be removed from the building, without thus being entitled to repayment (of a part of the price) of the ticket and/or other compensation. The assistance of the police can also be requested.
- 7.16 Throwing any material, fixed or liquid, in and/or from the LOOKOUT is strictly prohibited. In the event that the object or the liquid ends up on and/or next to the premises of the A'dam Tower and/or the LOOKOUT and/or a person or object is hit then the person responsible forfeits an immediately claimable penalty of € 10,000.00. A'dam LookOut B.V. nonetheless reserves the right to claim full compensation from the person responsible.

- 7.17 If the Client intentionally ignores indications and user instructions then the operating staff may exclude the Client from the use without thus being entitled to repayment of the ticket. This also applies if the Client tries to jump the queue. The Client is personally responsible for the damages and/or the bodily harm that are caused by the misbehaviour of the Client and/or non-observance of instructions of the staff of A'dam LookOut B.V. by the Client.

#### Article 8: Use of the building, restaurant and attractions

- 8.1 The use of the LOOKOUT, the restaurant and attractions takes place at the personal risk of the Client. A'dam LookOut B.V. shall not be responsible for damages and/or bodily harm caused by the use of the attractions.
- 8.2 The attractions are made available within the framework of regular use. Pay attention to the instructions that are indicated on the relevant signs or that are given by the staff of A'dam LookOut B.V.
- 8.3 It is not allowed to take personal food and/or beverages along to the LOOKOUT. Food and/or beverages brought along can be consumed outside the building, the restaurant and the attraction. In case of non-compliance with this request the business management may remove the visitor from the building.
- 8.4 A'dam LookOut B.V. brings to the attention of the Client that there is both visible and invisible camera surveillance present in order to protect the safety and belongings of both the Client and A'dam LookOut B.V.
- 8.5 It is not allowed to enter the 21<sup>st</sup> floor with glassware.
- 8.6 The business management is authorised to, at its sole discretion, decommission and keep decommissioned an attraction or part of the LOOKOUT, without thus being held to provide repayment (of a part of the price) of the ticket and/or other compensation.
- 8.7 It is not allowed to advertise and to offer goods and services at the premises of A'dam LookOut B.V. This also applied to organising audience surveys, counts and collections.
- 8.8 The general terms and conditions of Six Senses B.V. are also applicable during special events.
- 8.9 Part of the attraction is digital photography, which is provided by GoPhoto B.V. The general terms and conditions of GoPhoto are applicable to visual material of and data collection by GoPhoto.
- 8.10 In all other instances not expressly indicated the business management shall decide.

#### Article 9: Swing 'Over the edge'

- 9.1 For safety reasons it is not allowed to bring bags and/or loose objects along on the swing 'Over the edge' (hereinafter referred to as: the 'swing'). A'dam LookOut B.V. does not accept any liability whatsoever for damage to or loss of goods left behind nor to or of goods that were handed over to the employees. If this is nonetheless permitted then this takes place at one's own risk.
- 9.2 Access to the swing can be denied if certain clothing can impose a safety risk.
- 9.3 Everybody is held to comply with the rules in and around the swing. These can be found on the sign at the entrance of the swing and are potentially made available by the employees. Everybody who intentionally ignores indications and user instructions may be denied access to the swing by the employee.
- 9.4 Potential length, posture and/or health criteria may apply to the swing. These thresholds are applied for the safety of the Client; if a Client cannot use the swing due to the applied criteria then A'dam LookOut B.V. does not provide a money back scheme.
- 9.5 Children under 12 can only use the swing under the supervision of an adult.
- 9.6 For safety reasons or in case of technical failures the swing may be closed during the visit of the Client. The employees of A'dam LookOut B.V. shall make their utmost efforts to open the swing again as soon as possible. There is no money back scheme applicable.
- 9.7 In case of exceptional weather conditions (including hard wind, severe rain, hail and thunder) A'dam LookOut B.V. is, according to the safety procedures of the swing, held to temporarily close the same. There is no money back scheme applicable.
- 9.8 The use of the swing is entirely at one's own risk. A'dam LookOut B.V. shall not be liable for improper use.
- 9.9 Clients who jump the queue in the waiting queues may be removed from the LOOKOUT.

#### Article 10: Intellectual property

##### Tickets

- 10.1 The industrial and intellectual property rights in respect of the tickets of A'dam LookOut B.V. are vested in A'dam LookOut B.V. or its licensor. The Client shall refrain from conduct as a result of which rights or other relevant interests of van A'dam LookOut B.V. or its licensor could be prejudiced.
- 10.1.1 The Client is not allowed to remove or change indications regarding copyrights, brands, trade names or other intellectual or industrial property rights from or on the tickets or to make a change in the form or any other feature of the tickets.
- 10.1.2 The Client is not allowed to falsify, duplicate or otherwise reproduce the tickets in any way whatsoever.
- 10.1.3 The agreement does not entail the transfer of any intellectual property right from A'dam LookOut B.V. to the Client.

##### Photography and filming

- 10.2 It is allowed to take photos and film in the LOOKOUT, however only for personal use.
- 10.2.1 It is not allowed to film and take photos on the swing with GoPro or other equipment.
- 10.2.2 If the Client visits the LOOKOUT then the Client agrees that visual and/or video and audio recordings may be made. A'dam LookOut B.V. always reserves the right to use the said material for publication or otherwise in an unlimited manner and/or to potentially make this available to third parties (including the police).
- 10.2.3 Without prior written consent of A'dam LookOut B.V. it is not allowed to make visual and/or audio recordings for commercial purposes. Film crews and photographers who report in this capacity at the entrance may be denied access to the building. The Client who makes visual and/or audio recordings for commercial purposes without consent of A'dam LookOut B.V. shall forfeit an immediately claimable penalty of € 10,000.00, without prejudice to the right of A'dam LookOut B.V. to claim (additional) compensation.

#### Article 11: Liability

- 11.1 A'dam LookOut B.V. does not accept any liability for any damages whatsoever incurred by the Client unless the said damages are the direct result of intent or intentional recklessness of A'dam LookOut B.V. or its business management.
- 11.2 If damages or bodily harm are inflicted on the Client then the Client must notify one of the employees of A'dam LookOut B.V. accordingly before departure, the said employee shall inform the business security and/or the duty manager. A'dam LookOut B.V. shall no longer be liable if the notification is made after departure from the LOOKOUT.
- 11.3 A'dam LookOut B.V. shall never be liable for damage to and/or loss of and/or theft of belongings of the Client. The Client brings along its belongings at its own risk.
- 11.4 A'dam LookOut B.V. shall never be liable for damages to people or property of the Client when entering the LOOKOUT. The Client enters the LOOKOUT entirely at its own risk.
- 11.5 A'dam LookOut B.V. shall never be liable for indirect or consequential damages, including (but not limited to) trading losses, losses due to business interruptions and/or lost profit of the Client. In case of a consumer sale this restriction does not exceed than what is permitted pursuant to section 24 subsection 2 of Book 7 of the Dutch Civil Code.
- 11.6 A'dam LookOut B.V. shall not be liable for any act or omission of its subordinates as intended in section 170 of Book 6 of the Dutch Civil Code and other persons as intended in section 171 of Book 6 of the Dutch Civil Code.
- 11.7 To the extent that A'dam LookOut B.V. is liable for damages the said liability shall be limited to at most the amount that is covered by its insurance.
- 11.8 To the extent that A'dam LookOut B.V. is liable for damages that are not covered by its insurance the said liability shall be limited to at most the level of the invoice amount.
- 11.9 The liability of A'dam LookOut B.V. on account of an imputable failure to comply with an agreement only occurs if the Client forthwith gives A'dam LookOut B.V. proper written notice of default in which a reasonable time limit is granted to remedy the failure and A'dam LookOut B.V. also imputably fails to comply with its obligations after the said time limit. The notice of default must contain a description of the failure that is as complete and detailed as possible in order that A'dam LookOut B.V. is able to react adequately.
- 11.10 The Client shall be liable for any and all damages inflicted by the Client and/or persons under the supervision of the Client on the LOOKOUT, its employees or third parties.
- 11.11 Any and all activities organised by A'dam LookOut B.V. fully take place at the expense and risk of the Client.
- 11.12 The Client indemnifies A'dam LookOut B.V. against claims of third parties.

#### Article 12: Payment Consumer

- 12.1 Via iDeal and credit cards via online sales.
- 12.2 Cash, PIN / Maestro and credit cards via the point of sale of A'dam LookOut B.V.
- 12.3 When A'dam LookOut B.V. or its authorised representative has received and processed the authorisation of the payment then this shall be confirmed in writing within at the latest five working days via email or by post with the ticket attached or enclosed. Sales at the point of sale are confirmed via a sales receipt. If authorisation of the payment is not received within five working days then the booking shall irrevocably be cancelled.
- 12.4 At the time of the order an overview is provided of all included costs and, if so desired, a confirmation can be sent by email.
- 12.5 After receipt of the ticket it must be checked accurately and if something is not correct then this should be communicated to A'dam LookOut B.V. within 2 days. The ordered tickets shall then again be sent to the Client free of charge or can be picked up at the point of sale.
- 12.6 The ticket exclusively provides access to the event specified on the same.
- 12.7 If the Client wishes to cancel or reverse the payment after the agreement has been confirmed then the outstanding balance shall immediately be claimed.
- 12.8 The Client is by no means authorised to dissolve the agreement.

#### Article 13: Payment Professional Client

- 13.1 Payment must take place within 14 days after the date of the invoice in a manner specified by A'dam LookOut B.V. in the currency of the invoice however at the latest 1 working day before the agreement between the parties is implemented. A'dam LookOut B.V. is allowed to only proceed with implementation after payment has taken place in full.
- 13.2 If the Professional Client fails to pay an invoice in a timely fashion then the Professional Client is, without any further notice of default being required, immediately in default. As the occasion arises the Client is liable to pay interest. In case of a consumer sale the interest equals the statutory interest. In other instances the Professional Client is liable to pay interest at 3% per month, unless the statutory commercial interest is higher in which instance the statutory commercial interest shall be payable.
- 13.3 A'dam LookOut B.V. is entitled to apply the payments made by the Professional Client first to the costs then to the accrued interest and finally to the principal sum and accruing interest. A'dam LookOut B.V. can, without thus being in default, reject a payment proposal of the Professional Client if the Professional Client designates a different order of allocation of the payment. A'dam LookOut B.V. can also reject full payment of the principal sum if the accrued and accruing interest and collection costs are not also paid.
- 13.4 The Professional Client shall never be authorised to settle the amount payable to A'dam LookOut B.V.
- 13.5 Objections to the level of an invoice shall not suspend the payment obligation. The Professional Client shall neither be authorised to suspend the payment of an invoice for any other reason.
- 13.6 In case of late payment, bankruptcy, suspension of payment or application of the Dutch Debt Management (Natural Persons) Act any and all debts of the Client to A'dam LookOut B.V. immediately fall due and any and all consequences of non-compliance immediately take effect and without prejudice to the other rights of A'dam LookOut B.V. and without any prior notice of default being required the Professional Client shall be liable to pay the statutory commercial interest plus three per cent on the outstanding invoice amount up to the moment of satisfaction in full. In addition the Professional Client shall, as the occasion arises, be liable to pay an amount equal to 20% of the amount paid late, with a minimum of EUR 500.00 (excluding VAT), on account of extrajudicial collection costs. In case of late payment the Client is liable to pay the full collection costs /

lawyer's fee to A'dam LookOut B.V. The provisions set forth in this paragraph do not affect the other rights vested in A'dam LookOut B.V.

- 13.7 If the Professional Client is in default or fails to comply with its obligations in a timely fashion then any and all reasonable costs to obtain payment out of court shall be at the expense of the Professional Client. The extrajudicial costs are calculated on the basis of the common Dutch collection practice, currently the calculation method according to the Voorwerk II report. However, if A'dam LookOut B.V. incurred higher collection costs that were within reason required then the actually incurred costs qualify for compensation. The potential actually incurred judicial and enforcement costs are also at the expense of the Client. The latter is also liable to pay the statutory (commercial) interest on the payable collection costs.
- 13.8 A'dam LookOut B.V. is entitled to retain goods of the Client that it has in its possession until its full claim vis-à-vis the Client has been paid.
- 13.9 A Professional Client is on demand held to provide A'dam LookOut B.V. sufficient security for the payment of the outstanding claims, also if they are not due and payable. The latter subject to suspension by A'dam LookOut B.V. of its obligations.

#### Article 14: Cancellations and delays Professional Client

- 14.1 After conclusion of the agreement the Professional Client shall be liable to pay the following percentages of the complete invoice amount:
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| - more than 8 weeks before the stipulated date of implementation of the agreement:     | 10%;  |
| - between 8 and 4 weeks before the stipulated date of implementation of the agreement: | 20%;  |
| - between 4 and 2 weeks before the stipulated date of implementation of the agreement: | 33%;  |
| - between 2 and 1 weeks before the stipulated date of implementation of the agreement: | 50%;  |
| - between 7 and 2 days before the stipulated date of implementation of the agreement:  | 75%;  |
| - within 48 hours before the stipulated date of implementation of the agreement:       | 100%. |
- 14.2 In case of cancellation after the definitive confirmation the Professional Client shall at all times be held to pay EUR 25.00 on account of administration costs.
- 14.3 The cancellation desired by the Professional Client can only take place in writing.
- 14.4 Reduction of the number of participants within a margin of 10% can be communicated by the Professional Client in writing free of charge up to at the latest 48 hours before the stipulated date of implementation of the agreement, unless stipulated otherwise. In case of a reduction of the number of participants that exceeds 10% the cancellation provisions as intended in article 14.1 apply.
- 14.5 A reasonable additional price shall be charged for additional group members who were not communicated within 48 hours prior to the booked date and timeslot of the attraction. A'dam LookOut B.V. decides on the potential admission of additional group members if the number indicated on the confirmation is exceeded.
- 14.6 If the Professional Client and/or the persons invited by the same are not present at the time agreed on with A'dam LookOut B.V. then the additional costs incurred by A'dam LookOut B.V. shall be passed on to the Client. The latter without prejudice to the right of A'dam LookOut B.V. to, as the occasion arises, cancel the activity in the course of which the percentages as intended in article 14.1 are equally applicable.

#### Article 15: Complaints

- 15.1 Complaints with regard to invoice amounts and/or the services supplied by A'dam LookOut B.V. must be reported to A'dam LookOut B.V. in writing within 5 days after the date of despatch of the invoice respectively within 5 days after the day that the service has been supplied, such with a clearly specified indication of the complaints, failing which the Client is deemed to have accepted the same.
- 15.2 In derogation from article 15.1 potential complaints about the catering must be reported immediately and expressly to the serving staff on that same night.

#### Article 16. Waiver of rights and prescription

- 16.1 A waiver of one or more rights by A'dam LookOut B.V. with regard to a breach of a provision of these general terms and conditions does not form a waiver of one or more rights with regard to a breach of other provisions or with regard to a subsequent breach of the same provision.
- 16.2 Each and every legal claim that the Client has on account of an agreement concluded with A'dam LookOut B.V. expires after a period of one year has lapsed since the occurrence thereof. This is not applicable to legal claims and remedies in case of a consumer sale that are founded on facts that could justify the assumption that the delivered good or the supplied service would not correspond with the agreement. In that case these kinds of legal claims or remedies expire after a period of 2 years has lapsed since the Client has informed A'dam LookOut B.V. of the non-conformity in a timely fashion.

#### Article 17: Dissolution and change of agreement

- 17.1 Without prejudice to the statutory rights of A'dam LookOut B.V. it is noted that if the Client does not comply with its obligations vis-à-vis A'dam LookOut B.V. or if A'dam LookOut B.V. fears that the Client shall not comply with its obligations and/or the Client is not able to on demand of A'dam LookOut B.V. provide adequate security for compliance with its obligations A'dam LookOut B.V. shall be entitled to suspend the (further) implementation of the agreement(s) concluded with the Client or to fully or partly dissolve the agreement(s).
- 17.2 The rights and authorities as intended in article 17.1 are in any case also vested in A'dam LookOut B.V. in one or more of the following instances:
- the Client changes its enterprise form;
  - the control within the business of the Client changes;
  - an attachment is imposed on the products of the Client;
  - the Client files for suspension of payment, is declared bankrupt or otherwise loses the right to dispose of its assets;
  - the Client proceeds with liquidation;
  - the Client passes away or, in case of a business, is dissolved.

Article 18: Parking

- 18.1 The Clients of A'dam LookOut B.V. can use the car-park of the building.
- 18.2 The rules and traffic signs of the Dutch Road Traffic Act are applicable in the car-park. In order to facilitate smooth traffic movements the instructions of the car-park attendants of A'dam LookOut B.V. must be followed.
- 18.3 Parking of the car must take place in the indicated areas or on the instruction of the car-park attendants.
- 18.4 Parking in disabled spaces is only possible with a relevantly valid disability card that must be visible for inspection in the car.
- 18.5 When leaving the car please make sure that the car doors, boot, windows and sunroof are closed and that no valuables are left behind in the car.
- 18.6 The general terms and conditions of the car-park Parking Overhoeks C.V. are applicable.
- 18.7 A'dam LookOut B.V. shall not be responsible for damages incurred in case of burglary or theft. This also applies if the damages are caused by storm, fire, hail, explosion or other exceptional events.

Article 19: Applicable law and competent court

- 19.1 Dutch law is exclusively applicable to any and all legal relationships to which A'dam LookOut B.V. is a party, also if the party involved in the legal relationship is established abroad. The applicability of the Vienna Sales Convention is excluded.
- 19.2 With regard to any and all disputes that are related to the provisions set forth in article 19.1 the parties shall make their utmost efforts to solve these disputes in joint consultation. However, should the parties not be able to reach a reasonable solution then these disputes shall in the first instance exclusively be brought to the cognisance of the competent court in the district of Amsterdam, barring disputes related to consumer sales in which instance the disputes shall be settled by the statutorily designated court with territorial jurisdiction.