

**Price and delivery terms and conditions for sales, rentals and related work activities
by Avontuur-BlachereNL B.V.**

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General terms and conditions

In these general price and delivery terms and conditions for sales, rentals and related work activities supplied by Avontuur- BlachereNL (hereinafter referred to as "Avontuur"), the following terms are used in single or plural form and have the following meaning:

- A. Terms and conditions:** The present price and delivery terms and conditions pertaining to the sale of items, rental of items and the performance of work activities by Avontuur.
- B. Avontuur:** Avontuur and all companies affiliated (directly or indirectly) with the aforementioned companies.
- C. Co-contracting Party:** (i) Any natural person not acting in the exercise of a profession or business, (ii) any natural person acting in the exercise of a profession or business, or (iii) any legal person or other legal entity that has a contractual relationship with Avontuur under an Agreement concluded with Avontuur. This also includes any entity on whose instructions and at whose expense items are bought as well as any entity on whose instructions and at whose expense items are rented.
- D. Agreement(s):** The Agreements(s) concluded between Avontuur and the Co-contracting Party to which the terms and conditions apply.
- E. In Writing:** Communication by means of a document signed by authorised representatives of Avontuur (and/or a Co-contracting Party).
- F. Quotation:** A non-binding proposal In Writing made by Avontuur to a potential Co-contracting Party to buy/sell items, let/rent items and/or perform certain work activities.
- G. Order Confirmation:** The acceptance In Writing of the proposal by Avontuur sent to the Co-contracting party.
- H. Order Amount:** The amount as included in the confirmed order to buy/sell items and/or perform certain work activities, or the annual amount payable by the Co-contracting Party to Avontuur under the Agreement to let/rent items.
- I. Details:** Catalogues, designs, images and drawings, models, samples, descriptions, programmes, technical information and such items that form part of the Quotation.

Applicability

1. These terms and conditions apply to all invitations for Quotations, proposals, Agreements and deliveries relating to the sale of items and/or the performance of work activities by Avontuur, unless the parties have explicitly agreed otherwise In Writing.
2. Avontuur explicitly rejects the applicability of any general terms and conditions of the Co-contracting Party. Deviations from and/or additions to the Agreement and/or any provision in the terms and conditions will only be in effect if and insofar as they have been expressly agreed In Writing and shall exclusively relate to the Agreement in question. If such a deviation or addition is accepted by Avontuur, this will not set a precedent, and the Co-contracting Party will not be able to derive any rights from it for any future Agreements.
3. Once a contract has been concluded under these terms and conditions, the Co-contracting Party agrees to the applicability of these terms and conditions to subsequent contracts that it concludes with Avontuur.

Proposals

4. All proposals, information and advice provided by Avontuur in whatever form are of a general nature and without any obligation whatsoever. If Avontuur provides images, drawings, price lists, calculations, measurements and weight specifications or similar data with a proposal, such Details will only be binding if Avontuur explicitly confirms so In Writing. Sending such Details will not oblige Avontuur to conclude an Agreement.

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Op al onze transacties zijn onze leveringsvoorwaarden van toepassing. Deze worden u op verzoek toegezonden.
Onze ideeën en ontwerpen genieten auteursrechtelijke bescherming.

5. Unless otherwise stated In Writing by Avontuur, all proposals and Quotations (including estimates), in whatever form or shape, will be non-binding and may be withdrawn by Avontuur at any time. This is also possible if a deadline for acceptance is stipulated in the relevant proposal or Quotation. If Avontuur has set no deadline for acceptance of the proposal or Quotation, the proposal will remain in effect for one (1) month. If a new proposal is made, the previous proposal will be cancelled.
6. Every proposal is based on the Details, drawings, calculations, specifications and other information provided by the Co-contracting Party for the purpose of the offer. The Co-contracting Party guarantees the accuracy of the information that it has provided, and Avontuur may thus assume the accuracy of this information. Avontuur may also assume that it will be able to carry out any assigned work under normal circumstances and during regular working hours.

Agreement and amendments

7. An Agreement with Avontuur will only be effective after a signed Order Confirmation (which, in the case of an Agreement to let/rent items for a single year or a single season, is the Quotation signed by the Co-contracting Party; and, in the case of an Agreement to let/rent items for a period of more than one year or for multiple seasons, is the (separate) signed rental Agreement) has been received by Avontuur or after the order has been confirmed In Writing by the Co-contracting Party in any other way. The Order Confirmation is deemed to correctly reflect the content and scope of the Agreement. An Agreement is also concluded through Avontuur starting with the execution of the order, in which case the first invoice also serves as an Order Confirmation.
8. Any additional Agreements, promises or announcements made or declared by employees of Avontuur, or made or declared on behalf of Avontuur by other persons acting as its representatives, will only be binding on Avontuur if these Agreements, promises or announcements have been explicitly confirmed In Writing by the directors authorised to represent it or by persons authorised by them to do so.
9. Orders for the items offered or to be rented will be reserved from the date of receipt of the Co-contracting Party's signed Agreement or deposit.
10. All costs arising from additions and/or amendments to the Agreement by or on behalf of the Co-contracting Party shall be borne entirely by the Co-contracting Party.
11. If items are unexpectedly no longer available, Avontuur is entitled to propose a comparable alternative or terminate the Agreement with immediate effect, without Avontuur being liable for damages as a result of this termination. The provision of an alternative can under no circumstances be a reason for the Co-contracting Party to dissolve the Agreement.
12. Avontuur will make every effort to ensure optimal expectation management. Avontuur provides items that, in practice, are as similar as possible to the visualizations, drawings, and/or sample photos provided. However, the Counterparty must take into account minor differences in dimensions and colors compared to the depicted products. Such (non-significant) deviations do not constitute grounds for rejection, unpaid modifications, discounts, any form of compensation, and/or termination of the Agreement by the Counterparty. It is solely at the discretion of Avontuur to determine whether a specific deviation regarding the delivered or provided items qualifies as a (marginal) deviation.
13. Avontuur is not responsible for obtaining the necessary permits, the Counterparty itself must contact the appropriate authority or authorities for this purpose and make the necessary preparations to ensure that the permit will be obtained/granted in a timely manner.

Engagement of third parties

14. Avontuur will be entitled to engage third parties to have the Agreement fulfilled in full or in part to fulfil its obligations if, in the opinion of Avontuur, such is reasonably necessary for the proper fulfilment of the Agreement or arises from the nature of the order.

Rental term in case of the rental of items

15. For each rental period, the rental term commences on the date and time as agreed In Writing and, more specifically:
 - A. If it is stipulated that the Co-contracting Party will collect the rented item at an agreed location: at the time when the rented item is handed over by Avontuur to the Co-contracting Party;
 - B. If it is stipulated that Avontuur will arrange for the delivery of the rented item: at the time when Avontuur has made the rented item available at the agreed location.

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16. Unless expressly agreed otherwise In Writing, the rental term for each rental period ends on the agreed end date at the latest. The rental period will effectively end:
 - A. If it is stipulated that the Co-contracting Party will return the rented item at an agreed location: at the time when the rented item is handed over by the Co-contracting Party to Avontuur, in exchange for a receipt;
 - B. If it is stipulated that Avontuur will arrange for the collection of the rented item: after cancellation In Writing of the rental of the item by the Co-contracting Party, on the date as specified in this cancellation;
 - C. Upon the expiry of a return period as set In Writing by Avontuur to the Co-contracting Party: on the last day of the afore mentioned period at 5.00 p.m.
17. If there are multiple rented items under the same Agreement, a portion of the items may be cancelled (partial cancellation) or returned (partial return). The costs of delivery and removal per (additional) trip associated with a partial cancellation will be borne by the Co-contracting Party. For the remaining items, the rent will continue until the rental period ends.
18. The return or cancellation may not take place or, as the case may be, be sent later than on the agreed termination date.
19. Until the cancellation In Writing, the Co-contracting Party may request Avontuur to extend the rental term both In Writing and by telephone. It is then at the sole discretion of Avontuur to grant or reject an extension request and, in the event that it is granted, determine the conditions applicable to the extension.

Prices + recharges

20. Unless stated otherwise, all prices quoted by Avontuur are
 - based on the factual Details relevant to the fulfilment of the Agreement pursuant to the Order Confirmation that have been, or should be, provided by the Co-contracting Party in good time;
 - exclusive of VAT, import duties, other taxes, levies and duties;
 - based on delivery ex works, warehouse or other storage space;
 - in Euros, whereby any exchange rate changes will be passed on;
 - exclusive of costs for loading and unloading, transport and insurance;
 - exclusive of costs for the removal of suspension points and/or steel cables;
 - exclusive of costs for repairing any holes resulting from the mounting of suspension points and/or steel cables;
 - exclusive of costs for power distribution boxes and extension cables;
 - subject every year to annual indexation (annual average) of the previous year based on the Consumer Price Index as published by CBS Netherlands Statistics.
21. The costs for installation and assembly shall be specified In Writing by Avontuur at the time of entering into the Agreement. These costs are incurred in full by Avontuur at the commencement of the installation and assembly activities and are therefore pre-financed by Avontuur. The installation and assembly costs shall not be invoiced to the Co-contracting party in a single installment. Instead, the total installation and assembly costs shall be apportioned by Avontuur and charged to the Co-contracting party in equal installments, spread over the duration of the Agreement. The invoicing of these installments shall occur simultaneously with the regular periodic invoicing for the other agreed-upon services, unless the parties agree otherwise In Writing. In the event that the Agreement is terminated prematurely, the remaining, yet-to-be-invoiced installation and assembly costs shall become immediately due and payable.
22. Where the rental of items is concerned, the prices quoted by Avontuur are also exclusive of 3.9% of the rental price for the damage waiver scheme.
23. In the case of rental of items, the rental prices quoted by Avontuur are fixed prices and apply to the rental period set (being per season or the Christmas period). Insofar as the rental period expires before the agreed end date (as referred to in Article 16), this shall not affect the obligation to pay the fixed rental price per rental period referred to above. If the term for payment of the agreed rental sum for the relevant rental period is exceeded, the Co-contracting Party will be in default by operation of law, without any further notice of default being required on the part of Avontuur. In that case, the Co-contracting Party will owe the statutory (commercial) interest for (commercial) Agreements over the order price as from the date of default, as referred to in Article 6:119 of the Dutch Civil Code or, as the case may be, Articles 6:119a in conjunction with 6:120 of the Dutch Civil Code.
24. Avontuur has the right to increase the agreed prices in case of changes in factors on which the prices are based. These factors include, among other things, changes in freight rates, import and export duties or other levies and/or taxes in the Netherlands and abroad, wages, social security charges, exchange rates, and the prices of raw materials. In the event of a price increase, Avontuur will inform the Co-contracting Party at least one (1) month before the price increase is passed on.

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Damage waiver scheme

25. If, in the event that the Agreement relates to the rental of items, the Co-contracting Party uses the damage waiver scheme, the provisions in the separate terms and conditions as regards this damage waiver scheme apply, which terms and conditions are attached to these terms and conditions as an appendix.
26. Avontuur may demand the damage waiver to be a condition for entering into a rental Agreement. It deems them desirable, Avontuur also has the right to demand additional (preventive) measures in connection with the rental of the desired items (such as, but not limited to, camera surveillance, additional security, not leaving the rented items unattended during the night), and the Co-contracting Party is obliged to accede to these demands.

Payment

27. If the Co-contracting Party buys items from Avontuur, the Co-contracting Party must pay Avontuur's invoices within fourteen (14) days of the invoice date by deposit or transfer into the bank account stated in the invoices, unless otherwise agreed In Writing. The date stated in Avontuur's bank statements will be regarded as the payment and value date. The Co-contracting Party must always pay any invoices without suspension, discount or settlement.
28. If the agreed term of payment is exceeded, the Co-contracting Party will be in default by operation of law from the day on which that term has expired, without any further notice of default being required on the part of the Avontuur. From that day on, the Co-contracting Party will owe Avontuur the statutory (commercial) interest pursuant to Article 6:119, or, as the case may be, Articles 6:119a in conjunction with 6:120 of the Dutch Civil Code.
29. Avontuur will not proceed to delivery for as long as the due (instalment) amount as specified in the Agreement has not been paid in advance. The Co-contracting Party must pay the (instalment) amount without suspension, discount or settlement, by deposit or transfer into the bank account stated on the invoice. The value date stated in Avontuur's bank statements will be regarded as the day of payment.
30. The payments made by the Co-contracting Party will serve to pay all of the costs and penalties due first, then all of the interest due, and then finally all of the invoices due and payable in the order of the dates of the invoices. This also applies if the Co-contracting Party has stated in the transaction Details that the payment relates to an invoice of a later date.
31. All legal and extra-judicial costs incurred by Avontuur relating to the collection of not promptly paid amounts due to Avontuur will be borne by the Co-contracting Party. The legal costs will be determined on the basis of the actual costs of the proceedings incurred by Avontuur. To compensate the extra-judicial costs, the Co-contracting Party will be obliged to pay 15% of the amount due with a minimum of €250, even if only one or a few extra-judicial demands for payment have been sent and unless the actual extra-judicial costs amount to a higher amount, in which case it will be obliged to pay the actual costs.
32. Moreover, if the Co-contracting Party fails to fulfil its obligations under the Agreement in full, on time or properly, Avontuur will have the right to, as cumulatively as possible:
 - a. Suspend the fulfilment of the Agreement and/or directly related Agreements until payment has been made or, as the case may be, Avontuur believes that payment has been sufficiently secured;
 - b. Invoke full or partial (extra-judicial) dissolution of the Agreement and any related Agreements, without Avontuur being obliged to pay any compensation;
 - c. Claim compensation for the damages suffered and to be suffered by Avontuur.

Delivery and transport

33. Specified and agreed delivery times and other times will be determined by Avontuur by approximation and are indicative. There are no deadlines of any kind in this context. Exceeding the delivery time will not entitle the Co-contracting Party to dissolution of the Agreement or compensation, unless explicitly agreed otherwise In Writing.
34. The delivery time is determined in the expectation that Avontuur will be able to continue to work as foreseen at the time of the proposal and that the required goods to be obtained from third parties will be delivered to Avontuur on time, and that the work to be performed by third parties will be carried out on time. Should this expectation prove to be unjustified, even if such is the result of circumstances that were already foreseeable at the time of the conclusion of the Agreement, the delivery time will be extended by the same number of days as the delay that arose, without Avontuur thereby becoming liable for compensation.

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35. The delivery time will also be extended if the Co-contracting Party changes the order, with Avontuur's approval In Writing, or otherwise delays its fulfilment after the conclusion of the Agreement.
36. Unless otherwise agreed, delivery will take place during office hours (from Monday to Friday between 8.30 a.m. and 5 p.m.). For hours between 5 p.m. and 11 p.m., a surcharge of 50% on the delivery costs will apply. For hours between 11 p.m. and 8.30 a.m., a surcharge of 100% on the delivery costs will apply.
37. Access to the place where delivery will be made must be unrestricted and adequate. The Co-contracting Party shall cooperate fully in order to ensure smooth delivery and, if necessary, unobstructed assembly and/or finishing. This also means that the work site should be easily accessible by rolling equipment.
38. If the Co-contracting Party collects the items from Avontuur, the moment that Avontuur informs that the Co-contracting Party that the items are ready for collection will apply as the time of delivery. At that moment, all risks will be borne by the Co-contracting Party.
39. Avontuur is entitled to deliver the items with minor deviations. There may be a slight deviation from the models shown or provided, for instance. Such deviations are deemed to be part of the Agreement concluded between the parties and will not affect the purchase price.
40. In the event of rental of items, the Co-contracting Party must ensure the presence of a person authorised to receive the rented items on the agreed delivery day. If no one is present at the time of delivery, Avontuur has the right to refrain from delivery and return the item to its premises. In that case, the Co-contracting Party shall still owe the delivery/transport costs. However, in consultation with the Co-contracting Party, Avontuur may nevertheless deliver the item, but in the event of a difference of opinion as to whether or not the item has or have been delivered in the agreed number and/or condition, the Co-contracting Party shall explicitly bear the burden of proof in this respect.
41. The Co-contracting Party will be charged for any waiting times for drivers and stylists that are not attributable to Avontuur.
42. If, due to actions or omissions by the Counterparty, the work to be performed by Avontuur for the execution of the Agreement cannot be carried out (in full) on the agreed delivery date, Avontuur is nonetheless entitled to invoice the work in accordance with the provisions of the Agreement (in full). All costs arising from the aforementioned circumstances shall be borne by the Counterparty and will therefore also be charged by Avontuur. The foregoing is without prejudice to any other rights to which Avontuur is entitled.

Storage

43. If items ordered by the Co-contracting Party cannot be transported to the place of destination immediately or within the agreed term, Avontuur is entitled to store these items at the Co-contracting Party's expense and risk at its own or a third party's premises without any notice of default. The Co-contracting Party is obliged to make payment as if the delivery took place.

Reservation of ownership

44. The property of all the items delivered or to be delivered remains vested in Avontuur until the Co-contracting Party has paid the price and any applicable costs, penalties, interest and compensation for damages pertaining to the delivered items, including prior and subsequent deliveries and including any work activities performed or to be performed by Avontuur for the benefit of the Co-contracting Party.
45. For as long as the Co-contracting Party has not fulfilled its payment obligations pertaining to the relevant items in full, the Co-contracting Party has no right to transfer ownership of the delivered items or encumber them, unless it does so within the context of its usual business operations. If the items under reservation of ownership are not stored at the co-contractor's but a third party's premises, the co-contractor will notify this third party of the reservation of ownership and inform it that the ownership is reserved on behalf of Avontuur without this reservation binding Avontuur to any payment of storage fees or any other costs.
46. The Co-contracting Party is obliged to properly insure the items (still) owned by Avontuur against fire and theft. Claims under the insurance contract must be transferred by the Co-contracting Party unconditionally to Avontuur upon first request.
47. Avontuur has the right to either take or maintain possession of the items until the Co-contracting Party has paid the amount owed, including costs, interest and/or compensation for damages, or to sell the items, in which case the proceeds will be set off against the amount payable to Avontuur.

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48. If the Co-contracting Party fails in its payment obligations vis-à-vis Avontuur or if Avontuur has good grounds to fear that the Co-contracting Party will fall short, Avontuur will be entitled to retrieve the items delivered under reservation of ownership without any notice of default. The Co-contracting Party hereby grants Avontuur the power to enter the place where the items are located and recollect them, should this situation arise. After recollection of the items, the Co-contracting Party will be credited for their market value, which in no event can be higher than their original purchase price less the costs ensuing from the recollection.

Guarantees

49. The items delivered and the work performed by Avontuur must be in accordance with the Agreement. Fire safety will not be guaranteed unless explicitly stated otherwise on request. The Co-contracting Party should inquire after the specific (fire) safety requirements applicable to the use of the items as envisioned by the Co-contracting Party.
50. If Avontuur has delivered items supplied by third parties that come with guarantees, Avontuur will apply the guarantee provisions as set by these third parties vis-à-vis the Co-contracting Party.
51. Unless otherwise agreed In Writing, Avontuur is obliged to fulfil the guarantee commitments as referred to in Articles 34 and 35 within the Benelux region only.
52. For tree lighting, the warranty applies exclusively to defects in materials and workmanship. The warranty is void in the event of damage caused by any work carried out by or on behalf of the Counterparty or by third parties to or in the vicinity of the installation.

Liability of and indemnification by the Co-contracting Party in lets/rentals of items

53. If the Co-contracting Party does not make use of the damage waiver scheme, the Co-contracting Party shall bear the full cost and risk for the items from the moment that the Co-contracting Party collects the items from Avontuur's factory building/warehouse or, as the case may be, from the moment that the rented items have been or will be brought under the Co-contracting Party's actual control by Avontuur. This means that the Co-contracting Party is fully liable for all possible damages to the rented items, or the loss or destruction of the rented items or the rented items becoming unusable or valueless, whether or not attributable to the Co-contracting Party (which also includes damages as a result of storm, destruction, vandalism, fire and explosion).
54. In all cases, the Co-contracting Party will be liable for all damages caused by or in connection with the use of the rented items. There will be an exception to the foregoing if (i) the damage waiver scheme applies and the damages fall within the scope as specified in the said scheme, or (ii) the damages are caused by any defectiveness of the rented items.
55. The Co-contracting Party shall fully indemnify Avontuur against any third party claims for compensation related to the use of the rented items and the rented items themselves, except insofar as the damage is the result of any defectiveness of the rented items. Furthermore, the Co-contracting Party shall fully indemnify Avontuur against any claims by third parties for compensation relating to the accuracy and actual content of the communications and other materials that they received and that were produced under the instructions of the Co-contracting Party.

Liability of Avontuur

56. Subject to the provisions of the Agreement, including these terms and conditions, Avontuur will be liable vis-à-vis the Co-contracting Party solely for damages that are the direct result of an attributable failure in its performance of its obligations under the Agreement. Unless compliance by Avontuur is permanently impossible, liability on the part of Avontuur for attributable failure to fulfil its obligations under the Agreement will only arise if the Co-contracting Party has given Avontuur notice of default In Writing without delay, in which Avontuur is given a reasonable period to comply, and Avontuur continues to fail attributable to fulfil its obligations even after that period. The notice of default must contain as complete and detailed a description of the failure as possible, so that Avontuur will have the opportunity to respond to it adequately.
57. If and insofar as Avontuur bears any liability with regard to an attributable failure in the fulfilment of its obligations under the Agreement, for whatever reason, this liability is limited to the coverage provided under the liability insurance taken out by Avontuur. Insofar as no cover would be provided under the liability insurance, Avontuur's liability will at all times be limited to an amount of €25,000, excluding VAT, per Agreement.

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CHRISTMAS. WINTER. EXPERIENCE.

58. If Avontuur has outsourced the implementation of the Agreement(s) and/or the related Agreements in full or part to a third party and the liability of the third party engaged by Avontuur for the performance of the work is limited further than provided for in this article, then, notwithstanding the other provisions of this article, Avontuur's liability vis-à-vis the Co-contracting Party is also limited in that way.
59. Avontuur's liability for damages caused by late delivery or failure to deliver, non-managerial staff of Avontuur, indirect damages, immaterial damages, consequential damages, business or environmental damages (including lost turnover and profit, suffered loss, loss of market share, production stagnation, investments made, goodwill acquired, damage to reputation or liability towards third parties), and damages due to a product recall is expressly excluded.
60. Avontuur is not liable for damages of any nature whatsoever arising from the Co-contracting Party not meeting its obligations under the Agreement(s) and/or related Agreements and/or applicable legislation. This means, among other things, but not exclusively, that Avontuur shall never be liable for damages arising from the Co-contracting Party's provision of incorrect or incomplete information or data and/or an act or omission by the Co-contracting Party or third parties engaged by the Co-contracting Party.
61. Claims for damages must be reported In Writing to Avontuur within two (2) weeks from the moment that the Co-contracting Party discovered or reasonably could have discovered the damages, at the risk of forfeiting all right to claim damages.
62. Avontuur is entitled to use photo materials in portfolios and presentations. Avontuur will not be liable for third party damages caused by infringement of patents, copyrights and/or other industrial and intellectual property rights through the use of drawings, materials or parts and/or the application of working methods, which Avontuur was provided or instructed to use by or on behalf of the Co-contracting Party. The Co-contracting Party is obliged to indemnify Avontuur against these claims unconditionally.
63. Avontuur is not liable for any form of damage caused by force majeure, including but not limited to what is described in Article 73, weather conditions, air quality, and the (potential) consequences thereof for the use of the (rented or non-rented) items.
64. Avontuur is not liable for any form of damage to buildings, infrastructure, and/or (other) property resulting from the agreed-upon activities, including but not limited to the installation, attachment, or disassembly of the products.
65. Any exclusion and limitation of liability on the part of Avontuur does not apply in the event of wilful intent and/or deliberate recklessness on the part of Avontuur and/or its managerial or executive employees.

Suspension points, wall plates, steel cables and power cables and power supplies

66. Suspension points, wall plates, and steel cables that are installed during the term of the Agreement and remain affixed to façades or structures shall, immediately upon installation, fall under the responsibility of the Co-contracting Party. As of that moment, the Co-contracting Party shall be fully and independently liable for the condition, safety, (re)inspections, damage, and maintenance of these materials.
67. During the term of the Agreement, the Co-contracting Party shall not be permitted to use the fastening materials (including, but not limited to, suspension points, wall plates, and steel cables) for any purposes other than those agreed upon, nor to allow third parties to use such materials, without the prior written consent of Avontuur.
68. Notwithstanding the foregoing, Avontuur reserves the right, for the duration of the Agreement, to assess whether the fastening materials remain suitable and safe for use within the context of the Agreement. The Co-contracting Party shall at all times provide its full cooperation with any such inspection. Should Avontuur determine that the fastening materials are being used incorrectly, unsafely, or are otherwise unsuitable by the Co-contracting Party or by third parties, Avontuur shall be entitled to issue instructions regarding the alteration, replacement, or improvement of the use of the fastening materials, and the Co-contracting Party shall be obliged to comply with such instructions within the period specified. The foregoing shall not affect the responsibility and liability of the Co-contracting Party for the maintenance and safety of the fastening materials.
69. The Co-contracting Party is responsible for the inspection and/or maintenance, including but not limited to the (periodic) inspection and upkeep, of proper, sufficient, and adequately functioning power cables, power supplies and electrical systems. Avontuur is not liable for damages or malfunctions caused by power cables, power supplies and/or electrical systems that do not comply with the provisions stated above.

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70. The power cables that are installed and dismantled annually shall at all times remain the property of Avontuur and shall be subject to the standard rental structure. The Co-contracting Party shall be considered solely as a user of said cables and shall be responsible for their careful use throughout the rental period.
71. Avontuur will not be liable for damages caused by the use of the suspension points, wall plates and/or steel cables by third parties or the Co-contracting Party.
72. Guarantees on suspension points, wall plates and steel cables will apply for the duration of the Agreement and will expire when the suspension points, wall plates and/or steel cables are used by third parties or the Co-contracting Party.
73. Avontuur will not be liable for any costs incurred if the suspension points, wall plates and/or steel cables have to be raised due to a change in legislation or other regulations in order to comply with the prescribed legal standard.
74. Avontuur is not liable for any form of damage caused by third parties. This also applies to damage to surrounding items caused by steel cables when such damage results from circumstances attributable to the Co-contracting Party or a third party. The costs of repairing the steel cable or any resulting damage to other items shall be borne by the Co-contracting Party.
- 74a. Avontuur is not liable for any damage to tree lighting caused by pruning activities, tree maintenance, felling activities or any other work carried out by or on behalf of the Counterparty or by third parties, as well as damage caused by weather conditions, vandalism or collisions. This provision also applies if the Counterparty has informed Avontuur in advance of such activities, unless the damage is the direct result of a failure attributable to Avontuur in the performance of its dismantling or installation activities.
75. The Co-contracting Party is responsible and liable for the correct use of time switches and time windows. Avontuur is not liable for damages or malfunctions of the time switches and time windows. Avontuur guarantees that the time switches and time windows will be correctly set and function properly upon delivery.

Force majeure

76. During force majeure, the delivery obligations and other obligations of Avontuur will be suspended. Within the meaning of this article, force majeure is understood to be any circumstances that prevent the fulfilment of the Agreement by Avontuur and cannot be attributed to Avontuur. This includes, among other things: strikes, labour unrest, unfitness for work among third parties' or own personnel, riots, war and other unrest, boycotts, blockades, natural disasters, pandemics (including any mutations of COVID-19 virus), epidemics, lack of raw materials or increases in their prices (of at least 5%), prevention and interruption of transport possibilities, extreme weather conditions, extreme and prolonged periods of above-average rainfall lasting more than a week, theft, vandalism, fire, machine breakdowns, operational disruptions at Avontuur, problems with suppliers and/or measures taken by any governmental body. If the period during which the fulfilment of the obligations by Avontuur is not possible due to force majeure lasts longer than two (2) months, solely Avontuur will be entitled to dissolve the Agreement without judicial intervention, without there being any obligation to pay compensation for damages and costs in that case. This means that invocation of article 6:265 of the Dutch Civil Code is excluded for the other party.
77. If Avontuur has already partially fulfilled its obligations when the force majeure arises or can only partially fulfil its obligations as a consequence of the force majeure, it will be entitled to invoice the part already delivered or the part that it is able to deliver separately, and the Co-contracting Party will be obliged to pay this invoice as if it were a separate Agreement.
78. If products are damaged due to force majeure, Avontuur may, at the request of the Other Party, repair or replace these products, whereby it is at the sole discretion of Avontuur whether a product is repaired or replaced. The costs, including (but not limited to) the costs of a replacement product, the man-hours incurred or to be incurred by Avontuur or third party/parties it engages, the renting by Avontuur or a third party of an aerial platform and all transport costs relating to the repair or replacement of the product, will be passed on to the Other Party. The on-charging of costs will take place by means of subsequent calculation (and will be invoiced accordingly).

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Co-contracting party's obligations, delivery, notification and handling of damage

79. If it is agreed that Avontuur will (also) perform work activities (assembly and disassembly), a joint inspection (final inspection) will be carried out. Any adjustments and/or complaints with regard to this work can only be reported during this final inspection. Avontuur will no longer act upon complaints if they relate to matters that may or may not have been visible to the Co-contracting Party but are only reported after the final inspection so that any possible entitlement to compensation has expired.
80. With each delivery, the Co-contracting Party is obliged to check within 24 hours upon receipt whether or not the item(s) that it bought meet(s) the Agreement. If the event of hidden defects, these must be reported to Avontuur In Writing without delay, or at the latest within 21 days of receipt. The Co-contracting Party must state in its report what the defect is and when and how it was discovered. Complaints about hidden defects must also be reported to Avontuur In Writing within 21 days after discovery or after the Co-contracting Party should have reasonably discovered them. Complaints about items may be made to Avontuur no later than 12 months after delivery.
81. With each delivery, the Co-contracting Party is obliged to check within 24 hours upon receipt whether or not the item(s) that it rented meet(s) the Agreement. If Avontuur has not received from the Co-contracting Party notification In Writing within 24 hours, the Co-contracting Party will be deemed to have received the goods without defects, as stipulated in Article 7:218(3) of the Dutch Civil Code. Avontuur is obliged to deliver the items according to the agreed sizes and other specifications to the Co-contracting Party, on the understanding that minor deviations will be permitted. There may be a slight deviation from the models shown or provided, for instance. Such deviations will not qualify as a defect.
82. Damage to, theft or loss of rented items, other than after delivery as referred to in Article 71, must be reported by the Other Party within 24 hours of discovery at the latest. Parties consider this period to be 'without delay' as provided in Section 7:222 of the Dutch Civil Code. The Other Party is further obliged to render all cooperation to limit the damage, as well as to settle the damage. The Other Party must also follow all instructions of Avontuur, provide the requested information and documents and refrain from actions that may harm the interests of Avontuur. Avontuur will deal with a report as quickly as possible and arrange for repair or replacement of the damaged items within a reasonable period of time, unless it is a matter of theft or the Counterparty has not opted for application of the indemnity waiver scheme, or if - if the indemnity waiver scheme does apply - the loss or damage in question falls outside its scope. If damage is not reported within 24 hours after the Other Party has discovered or could have discovered the damage, the provisions of Article 7:218 paragraph 2 shall apply. For the record: theft of rented items must be reported, but shall at all times be at the expense and risk of the Counterparty. In the event of theft, Avontuur is not obliged to provide (repair or) replacement of the stolen items.
83. Except as provided for in Article 79, Avontuur will not be obliged to take any action in connection with damages to rented items. The provisions of Articles 7:206(1) and (2), 7:207 and 7:208 of the Dutch Civil Code are hereby excluded, unless it concerns defects which Avontuur was, or should have been, aware of at the time of concluding this Agreement. The Co-contracting Party will not be entitled to make changes or adjustments to the rented items without Avontuur's prior consent In Writing.
84. Returns will only be accepted and received by Avontuur after written confirmation of Agreement and must always be delivered free domicile. All returns should include the date and number of the order based upon which the original delivery took place, as well as the date and number of the invoice pertaining to the items.

End of rental period

85. At the end of the rental period/term, the Co-contracting Party is obliged to return the rented item in its original condition, free of defects and in its entirety, or to make it available again to Avontuur in the manner referred to in Article 15. If the Co-contracting Party does not comply with this obligation, or does not comply on time or in full, the Co-contracting Party will be in default by operation of law, without any further notice of default on the part of Avontuur being required. In that case, all the ensuing costs will be for the expense of the Co-contracting Party, and the Co-contracting Party will owe the statutory (commercial) interest for (commercial) Agreements over the order price (including VAT) as from the date of default, as referred to in Article 6:119 of the Dutch Civil Code or, as the case may be, Articles 6:119a in conjunction with 6:120 of the Dutch Civil Code.

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86. The rented items will be checked upon their return or cancellation. Any damages and/or loss will be reported to the Co-contracting Party and possibly charged. If the Co-contracting Party does not object In Writing to the damage report provided by Avontuur within three (3) working days of receipt, the Co-contracting Party shall be deemed to have agreed to the damage assessment, and it shall apply as definitive between the parties. Furthermore, the co-contractor will be obliged to compensate Avontuur for the damages within seven (7) days of receipt of the invoice for these damages.

Fire safety standards

87. Avontuur can provide all of the necessary fire protection products and have virtually all articles undergo fire safety treatment. Materials can be treated according to the most common standards, and specific requirements must be reported in advance. It is possible to treat specific articles in Avontuur's workshop and to provide them with a certificate. If such treatment is required, it should be agreed between Avontuur and the Co-contracting Party In Writing prior to production and/or delivery, in which case the use of the article will also be recorded. The Co-contracting Party will receive a separate Quotation for this service.
88. Avontuur will not be liable for any damages and/or injuries arising from the use of its materials, except in the event of intent or deliberate recklessness on the part of Avontuur. Fire safety will not be guaranteed unless explicitly agreed In Writing on request. The Co-contracting Party should inform itself about the specific (fire) safety requirements within its municipality and applicable at the relevant location(s). The Co-contracting Party is also obliged to comply fully and properly with all legislation regarding fire safety at all times. Furthermore, the Co-contracting Party shall indemnify Avontuur in respect of all possible claims for damages by third parties insofar as it does not or does not properly comply with its obligations under this article.

Intellectual property and confidentiality

89. All intellectual property rights, including those embedded in offers, drawings, models, software, manufacturing methods and documents relating to the Agreement and provided by Avontuur, as well as any copyrights and other industrial and intellectual rights that arise during the term of the Agreement, remain the property of Avontuur and may not in any way be duplicated, multiplied, acquired or made available to third parties for inspection or disposal without the prior written consent from Avontuur.
90. The Co-contracting Party will refrain from infringing on the property rights of Avontuur referred to in Article 69 and will only and exclusively use the rented materials for the fulfilment of the Agreement.
91. The Co-contracting Party undertakes to uphold confidentiality vis-à-vis third parties as regards all drawings, specifications, other business information and know-how in the broadest sense of the word, which originate from Avontuur and have come to the knowledge of the Co-contracting Party through or in connection with the Agreement. Violation of this clause entitles Avontuur to charge a fine of 25% of the order price, without prejudice to Avontuur's right to claim full damages for damages suffered from the Co-contracting Party insofar as the damages exceed the amount of the fine.

Termination of the Agreement

92. Without prejudice to its other rights, Avontuur has the right to terminate the Agreement in whole or part by dissolution or cancellation with immediate effect through a statement In Writing without judicial intervention or notice of default, without being liable in any way to compensate costs or reimburse prepaid amounts or any damages whatsoever, if:
- the Co-contracting Party fails to fulfil any of the obligations in full, on time or properly, in which case it applies that if the Co-contracting Party fails to comply with one or more obligations incumbent upon it, it will be in default by operation of law under the Agreement;
 - the Co-contracting Party, being a natural person, dies or becomes permanently unfit for work;
 - the Co-contracting Party, being a natural person, is placed under administration, management or guardianship;
 - the Co-contracting Party shuts down (part of) their business (which includes the inability to meet their current obligations) or goes into liquidation;
 - Avontuur believes there is a reduced creditworthiness of the Co-contracting Party on the basis of which Avontuur has a well-founded fear that the Co-contracting Party will not be able to fulfil its obligations towards Avontuur, or will not be able to do so on time or in full;

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- f. an application for a (provisional) suspension of payment, bankruptcy or admission to arrangements under WSNP Debt Restructuring (Natural Persons) Act is submitted by or against the Co-contracting Party, or if the Co-contracting Party is granted suspension of payment, the Co-contracting Party is declared bankrupt or the Co-contracting Party, being a natural person, is admitted to arrangements under the said Act, or if the Co-contracting Party makes an offer for a settlement outside bankruptcy;
 - g. the ownership or control of (the business of) the Co-contracting Party is transferred to others either fully or to a significant degree, or the company merges or is split up;
 - h. the assets of the Co-contracting Party are seized in such a way that Avontuur believes that the Co-contracting Party will no longer be able to fulfil its obligations properly.
93. In the event of (one of) the circumstances referred to in Article 90 under b, c, d, f, g or h, the co-contracting (or, as the case may be, its heirs or administrator) will immediately inform Avontuur In Writing. In such a case, the Co-contracting Party will be obliged to return the rented items without delay upon first request, or to cooperate fully in the removal or collection of the items by or on behalf of Avontuur by third parties engaged by Avontuur to this end.
94. In the event of (one of) the circumstances referred to in Article 83 under f, instead of dissolving the Agreement(s), Avontuur is entitled to notify the Co-contracting Party within a reasonable period that it requires fulfilment of (part of) the Agreement(s) in question. In that case, Avontuur will have the right to suspend its fulfilment of the contract(s) in question without notice of default until payment has been made or as the case may be, the fulfilment of the obligations has been adequately secured, without prejudice to all of Avontuur's other rights.
95. The consequence of the termination of the Agreement(s) and related Agreements, for whatever reason, is that: (i) all claims that Avontuur may have or acquire against the Co-contracting Party under the Agreement(s) in question are immediately due and payable in full (including any claim for damages) and that these may be set off against any claims that the Co-contracting Party may have or acquire against Avontuur, (ii) the Co-contracting Party is obliged to return the rented items immediately; and (iii) Avontuur is entitled to gain access to the land and buildings of the Co-contracting Party and to enter these in order to take possession of the items in question, and the Co-contracting Party is obliged to provide all cooperation in this regard. All the costs involved in this and any resulting damages suffered by Avontuur will be for the account of the Co-contracting Party.
96. Cancellation or dissolution of the Agreement(s) on any of the grounds set forth in this article shall only have an effect on future obligations of the parties insofar as they arise from or are related to the Agreement(s) and related Agreements. The foregoing means that the legal basis for the parties' performance rendered prior to the termination of the Agreement(s) shall not be affected, and therefore Avontuur shall retain unimpaired entitlement to payment of invoices for all performance it has rendered up to then.
97. In the event of termination or dissolution of the Agreement(s) on any of the grounds set forth in this Article, all installation and assembly costs that have not yet been invoiced to the Co-contracting Party shall become immediately and fully due and payable. The Co-contracting Party shall be obliged to pay such outstanding installation and assembly costs in full to Avontuur within fourteen (14) days of receipt of the relevant invoice, without prejudice to Avontuur's right to compensation for any other damages or costs arising from the termination of the Agreement.
98. The Co-contracting Party shall not be permitted to terminate the Agreement prematurely, unless otherwise agreed In Writing with Avontuur. Should the Other Party nevertheless wish to terminate the Agreement prior to its agreed expiry date without Avontuur's prior written consent, the Co-contracting Party shall remain fully obliged to perform all obligations arising from the Agreement for the remainder of its term, including, but not limited to, payment of all agreed fees. Any costs or damages incurred or to be incurred by Avontuur as a result of an unlawful premature termination by the Co-contracting Party shall be borne in full by the Co-contracting Party.
99. Obligations that by their nature are intended to continue even after termination or dissolution of the Agreement(s) shall remain in effect after termination or dissolution, regardless of the grounds for termination or dissolution. These obligations include confidentiality, liability, dispute resolution, applicable law and this article.

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Other stipulations

100. Without Avontuur's consent In Writing, the Co-contracting Party will not be permitted to transfer all or part of its legal relationship with Avontuur to a third party or encumber it.
101. If any provision of these general terms and conditions, or an Agreement of which they form part, is void or voidable, the other provisions of these general terms and conditions shall remain in effect and Avontuur and the Co-contracting Party shall consult with each other and agree on an admissible provision that approximates the purport of the original provision to the greatest extent possible.
102. Avontuur is entitled to unilaterally reject these terms and conditions, in which case it will inform the Co-contracting Party of the amended terms and conditions In Writing.

Applicable law and competent court

103. All Agreements concluded by Avontuur and the fulfilment thereof are governed exclusively by Dutch law.
104. All disputes arising from the Agreement(s) concluded between the parties, including the mere collection of the amount due, will be brought before the competent court in Alkmaar.

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Damage waiver scheme conditions for damages over €250
(solely applicable to items rented from Avontuur-BlachereNL B.V.)

Damage waiver scheme

During the rental period, direct damage to rented items, or the destruction of the rented items or the rented items becoming unusable or valueless (including, but not limited to, damage as a result of storm (wind force 7 or more), destruction or vandalism, fire and explosion) shall be for the account of Avontuur-BlachereNL B.V., insofar as the damage exceeds €250, such at the discretion of Avontuur. The foregoing does not apply if the damage is caused by the Co-contracting Party's failure to comply with one or more of its obligations under the rental Agreement and/or the applicable laws and/or regulations, wilful or reckless act, unauthorised omission and/or by improper use of the rented items by the Co-contracting Party and/or third parties it has engaged. The damage waiver scheme never covers any intangible, consequential, business or environmental damage, whether direct or indirect.

Inclusion of the damage waiver scheme is subject to an annual percentage surcharge of 3.9% on the Order Amount. Avontuur-BlachereNL B.V. may make inclusion of the damage waiver scheme a condition for entering into a rental Agreement. Avontuur-BlachereNL B.V. also has the right, for reasons of its own, to impose additional (preventive) measures or requirements on the Co-contracting Party for protection, preservation of the rented items and/or the limitation of any risks.

Damages

As soon as the Co-contracting Party is aware of damages to a rented item, the Co-contracting Party is obliged to:

- immediately report these damages to Avontuur In Writing;
- fully collaborate in limiting these damages as well as in the settlement. Furthermore, the Co-contracting Party will be obliged to follow all of Avontuur's instructions, provide the requested information and documents and refrain from actions that could harm the interests of Avontuur-BlachereNL B.V.

Damage assessment

The rented items will be checked upon their return. Any damages will be determined by Avontuur-BlachereNL B.V. and reported to the Co-contracting Party. If the Co-contracting Party does not object In Writing to the damage report provided by Avontuur-BlachereNL B.V. within three (3) working days of receipt, the Co-contracting Party shall be deemed to have agreed to the damage assessment, and it shall apply as definitive between the parties.

Other stipulations

- Damage to rented products specifically caused by destruction, vandalism, fire, and/or explosions will be reimbursed by Avontuur 100% per rental period, but only once. Prior to any reimbursement, Avontuur will investigate whether the damaged products can be reinstalled. Products that are so severely damaged that they can no longer be reinstalled do not fall within the scope of the damage waiver arrangement.
- In the case of repeated incidents of damage to the rented products due to the aforementioned events, 75% of the damage costs will be borne by the Counterparty, and 25% by Avontuur.
- The amount for the damage waiver arrangement is calculated based on the gross amount, including any discounts, and amounts to 3.9% of the annual rental sum.
- The damage waiver arrangement applies to damage incidents within the Netherlands.
- The damage waiver arrangement does not affect Avontuur's limitation of liability as stipulated in the price and delivery terms, including Articles 54 to 63.

Avontuur may reject a claim under the damage waiver scheme at any time if the Co-contracting Party fails to comply with one or more of its obligations as set out in these "Terms and Conditions for the Damage Waiver Scheme" or if Avontuur has a reasonable suspicion that the claim or information provided is incorrect or based on untruths.

Damages not covered by this scheme will be settled in accordance with the price and delivery conditions.

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