

## Table of contents

<b>1. Applicability</b> .....	3
1.1 Definitions .....	3
1.2 General provisions .....	3
1.3 E-mail messages.....	4
<b>2. Options, Offer and Rental Agreement</b> .....	4
2.1 Options .....	4
2.2. Offers .....	5
2.3. Rental Agreement / conclusion of the Rental Agreement.....	5
<b>3. Terms of payment</b> .....	5
3.1 Description of total compensation.....	5
3.2 Turnover tax.....	6
3.3 Standard supplies and services.....	6
3.4. Schedule of payments and deposits .....	6
<b>4. Cancellation conditions</b> .....	7
4.1 Schedule of compensation.....	7
4.2 Force majeure .....	7
<b>5. Rented Space</b> .....	8
5.1 Condition of the Rented Space.....	8
5.2 Publicity.....	9
<b>6. Use</b> .....	9
6.1 Use of the Rented Space .....	9
6.2 Access to the Rented Space.....	11
6.3 Noise standards .....	11
6.4 Visitor numbers .....	12
6.5 Prohibited uses .....	12
6.6 Application of internal rules .....	12
6.7 End of use of the rented object.....	12
<b>7. Damage and liability</b> .....	13
7.1 Damage.....	13
7.2 Liability .....	13
7.3 Limitation of liability on the part of PTA.....	14

**8. Licences, insurances and copyrights**..... 14

8.1 Permits ..... 14

8.2 Insurance..... 14

8.3 Copyrights ..... 15

**9. Regular partners/suppliers**..... 15

9.1. Partners Catering & Audiovisual..... 15

9.2 Other suppliers..... 15

**10. Non-performance, cancellation, dissolution, suspension** ..... 16

**Appendix 1** Passenger Terminal Amsterdam Internal Rules..... 17

## 1. Applicability

### 1.1 Definitions

1.1.1 'PTA' means Waterkant C.V. trading under the name of Passenger Terminal Amsterdam, including but not limited to all employees authorised to act on behalf of this organisation.

1.1.2 'Client' means any person or legal entity who wishes to enter into or has entered into an agreement with PTA.

1.1.3 The Rented Space is defined as the spaces contracted for in the Rental Agreement in the Passenger Terminal Amsterdam building at Piet Heinkade 27. The Rented Space also includes the available installations and facilities. The bus terminal and PHB are not part of the Rented Space unless agreed otherwise in writing.

1.1.4 'Rental Agreement' means the written agreement between the Client and PTA, in which the Client expresses its intention to rent space in PTA for a definite period of time.

A Rental Agreement is effective when it includes at least:

- the specified rented space(s), the respective period and price;
- the type of project the space(s) is/are rented for;
- the number of people that will be present;
- the Agreement has been signed for approval by an authorised representative of both PTA and the Client.

### 1.2 General provisions

1.2.1 These general terms and conditions apply to all options, quotations, negotiations, orders and all Rental Agreements entered into between PTA and the Client. These general terms and conditions apply to oral and written statements of orders given in any manner whatsoever, irrespective of whether or not these are confirmed in writing by PTA.

1.2.2 PTA is entitled to transfer its rights or obligations under this agreement, in whole or in part, to third parties.

1.2.3 These general terms and conditions have been drawn up in Dutch and English. The Dutch text shall be binding.

1.2.4 All Rental Agreements entered into by PTA are governed exclusively by Dutch law.

Disputes concerning the performance of the Rental Agreement between the parties and these General Terms and Conditions applicable thereto will be referred exclusively to the competent court in Amsterdam, without prejudice to the statutory provisions concerning the powers of the subdistrict court.

1.2.5 By entering into a Rental Agreement, the Client accepts the applicability of these conditions. Applicability of the Client's general terms and conditions, by any title whatsoever, is hereby expressly rejected.

1.2.6 Any deviations from these General Conditions must be agreed in writing. Such deviations will apply only to the relevant Rental Agreement and not to any Subsequent Rental Agreements.

1.2.7 In the event of any conflict between the provisions of the Rental Contract and the text of these General Terms and Conditions, the provisions of the Rental Contract will prevail.

1.2.8 If one or more provisions of these general terms and conditions are void or must be annulled, the other provisions of these general terms and conditions will continue to apply in full.

PTA and the Client will then consult with each other to agree on new provisions to replace the void or annulled provisions, which will, as far as possible, reflect the purport of the original provision. PTA reserves the right to amend and/or supplement these general terms and conditions as circumstances dictate. The version valid at the time of signing the Rental Agreement will prevail. In the event of any amendment to PTA's general terms and conditions, these will apply to all new Rental Agreements from the day of publication on the website.

1.2.9 The Client may not rely on any verbal promise made by or on behalf of PTA.

1.2.10 All Rental Agreements entered into by PTA are also subject to the internal rules (Annex 1).

1.2.11 The Client will not express any negative views about PTA in any mass media, including but not limited to Facebook, Twitter, etc.

## 1.3 E-mail messages

1.3.1 Under these General Terms and Conditions and all agreements, an e-mail message can be equated with a written confirmation. In the event of a dispute about whether or not e-mail messages have been received or sent, the log file data of Passenger Terminal Amsterdam, Waterkant C.V. will provide compelling evidence. E-mail messages are deemed to have been received if they are accessible to the other party, which is understood to mean the moment they have reached the mailbox of the receiving party.

## 2. Options, Offer and Rental Agreement

### 2.1 Options

2.1.1 PTA may grant the Client an option to rent space in PTA for a specified period through an option confirmation. No option is granted by PTA without an option confirmation.

2.1.2 An initial option is valid for the period specified in the option confirmation, with a maximum of fourteen days. After expiry of the fixed option period, this will automatically lapse without further notice unless the Client requests an extension of this period in writing and PTA has confirmed this in writing. If a first option has already been placed on the option date, PTA may grant the Client a second or third option, for which the same provisions will apply as for the first option right.

2.1.3 If, within the granted option period, another Candidate wishes to enter into a Rental Agreement for the same option date, PTA must notify the Client who has the first option, and the Client will be given up to 48 hours (calculated on working days) to decide whether to make definitive use of the option.

## 2.2. Offers

2.2.1 All offers made by PTA are made without obligation in writing and are valid for a maximum of two weeks from the date of the offer.

2.2.2 PTA cannot be bound by an offer if the Client can reasonably understand that the offer, or parts thereof, contains an obvious mistake or error.

2.2.3 Notwithstanding the provisions of the previous paragraph, if the acceptance contains reservations regarding changes to the quotation, the contract will not come into effect until PTA has notified the Client that it agrees to these changes to the quotation.

2.2.4 Amounts mentioned in the documents drawn up by PTA are exclusive of VAT or other taxes, levies and duties, unless otherwise stated.

2.2.5 Prices are based on price-determining factors known at the time the offer was made. If, up to the time of performance or delivery, cost-price increasing factors occur, PTA will be entitled to pass these increases on to the Client, such as increases in duties, taxes, raw material prices, labour costs, deliveries by third parties, etc.

## 2.3. Rental Agreement / conclusion of the Rental Agreement

2.3.1 A Rental Agreement will be concluded at such time as the Client indicates in writing its intention to convert the option into a definite reservation and PTA has not withdrawn its offer within two working days after this confirmation and has confirmed this in writing to the Client. Upon receipt of the Rental Agreement, the Client is required to return it, duly signed, within five working days (by e-mail).

2.3.2 If the rental agreement is entered into between PTA and two or more Clients, each of these Clients will be jointly and severally liable for the performance of the obligations arising from the agreement.

2.3.3 All parts of a quotation or Rental Agreement are related; parts cannot be purchased separately from each other.

## 3. Terms of payment

### 3.1 Description of total compensation

3.1.1 The payment obligation of the Client includes:

- the contracted rental price, including standard supplies and services described in Article 3.3;
- other agreed arrangements as mentioned in or added to the signed Rental Agreement;
- if the Client works with a caterer other than those mentioned in Article 9.1, a payment of 10% of the total invoice from the caterer to the Client applies (calculated subsequently);
- if the Client works with an AV (audiovisual) supplier other than the one mentioned in article 9.1, an AV payment of 10% of the total invoice from the AV supplier to the Client applies (calculated subsequently);
- the payment of additional costs for supplies and services, which are additional to the Rental Agreement and have been confirmed in writing by the Client. (calculated subsequently);
- the statutory sales tax owed on the above costs or a corresponding amount as described in Article 3.2.

## 3.2 Turnover tax

3.2.1 The Client authorises PTA to charge VAT on the room rental and all other services and supplies. From the commencement date, the rental is subject to VAT in accordance with Article 11(1)(b)(5) of the Turnover Tax Act 1968 in conjunction with Article 6a of the Turnover Tax Implementation Decree.

3.2.2 The Client agrees to use the Rented Space for purposes for which the Client is entitled to deduct 90% or more of the VAT chargeable by PTA. The date of commencement of the taxed rental shall be the date of commencement of the Rental Agreement. For the purposes of this article, the Client's financial year will be deemed to run from 1 January to 31 December.

The form in the Rental Agreement must be completed and signed for this purpose.

## 3.3 Standard supplies and services

3.3.1 The Client is obliged to purchase the following standard supplies and services from PTA for the duration of the rental period: electricity, water, lifts, central heating, air conditioning, toilets & washrooms, security (coordinator) and final cleaning.

3.3.2 The total rental price includes the fixed charge for electricity, water, lifts, central heating, air conditioning and use of lavatory facilities.

3.3.3 Prices for lavatory room staff, security and cleaning are variable and depend on the Rented space and the duration of the event.

3.3.4 PTA shall at all times be entitled to deploy a number of security personnel, lavatory room staff and/or cleaning staff higher than estimated for the execution of the event and to charge for any additional costs incurred as a result.

## 3.4. Schedule of payments and deposits

3.4.1 The total fee as described in 3.1.1 (excluding any retrospective fees) must be credited to PTA's account no later than 60 days before the start of the rental period.

Payments and deposits will be made as follows:

- 20% of the contracted amount is payable upon signing the Rental Agreement (non-refundable);
- the remaining 80% of the contracted amount shall be paid no later than 60 days before the start of the rental period;
- all additional costs will be invoiced within 14 days after the event and must be paid within 30 days of invoicing.

## 3.5 Actions in case of non-payment

3.5.1 In case of non-payment within the set deadlines, PTA is entitled:

- to terminate the agreement with immediate effect;
- suspend its obligations under the agreement and to proceed to the recovery of the amounts due and to collect all costs, both judicial and extrajudicial. The extrajudicial collection costs are hereby set at 15% of the outstanding amount.
- To deny access to the building to anyone who wishes to enter the building at the invitation of the Client, as well as to the Client himself, including and in particular on the dates specified in the agreement.

3.5.2 PTA may offset any amounts payable from this agreement against any claim on the Client through a statement to the Client.

3.5.3 The above does not affect the Client's obligation to pay, notwithstanding PTA's right to claim further compensation.

3.5.4 With regard to the payment obligations set out in these terms and conditions, the Client is not entitled to rely on any compensation discount, deduction, suspension and/or offset any amounts in respect of PTA.

3.5.5 If PTA has terminated the agreement with immediate effect, the Client will owe the cancellation charges in accordance with the schedule below without further notice.

## 4. Cancellation conditions

### 4.1 Schedule of compensation

4.1.1 In the event of cancellation from the moment of final confirmation of the reservation as set out in Article 2.3.1, the Client will be obliged to pay PTA compensation ("cancellation costs"), in accordance with the schedule below, calculated on the basis of the total payment as set out in Article 3.1.1.

- In case of cancellation up to **365 days** before the first reserved date, the Client will owe PTA **20% of the total fee**.
- In case of cancellation between **364 and 180 days** before the first reserved date, the Client will owe PTA **50% of the total fee**.
- In case of cancellation between **179 and 90 days** before the first reserved date, the Client will owe PTA **75% of the total fee**.
- In case of cancellation between **89 and 60 days** before the first reserved date, the Client will owe PTA **85% of the total fee**.
- In the event of cancellation between **59 and 0 days** before the first reserved date, the Client shall owe PTA **100% of the total payment**.

4.1.2 Cancellation of a reservation can only take place in writing.

### 4.2 Force majeure

4.2.1 'Force majeure' means any circumstance as a result of which performance of the Rental Agreement cannot reasonably be required of either party. This will also include, but not be limited to, a direct consequence of an act of war, government regulations, acts of terrorism, natural disasters, pandemics (such as the outbreak of the COVID-19 virus) that directly affect this agreement, to the extent that any corona-related freedom-restricting measures are in force on the part of the government that make it impossible or practically impossible to allow the event to take place.

4.2.2 Neither party shall be liable for any failure or delay in the performance of this Agreement, insofar as such failure or delay is caused by circumstances as defined in Article 4.2.1.

4.2.3 If the Client wishes to reschedule the event and invokes force majeure, PTA will comply with the request to reschedule only under the following different and additional conditions:

## PASSENGER TERMINAL AMSTERDAM

- a) notwithstanding Article 3.4.1, payment of 80% of the originally contracted value shall be made no later than seven (7) days after the date of the request for moving the date back (non-refundable), the remaining 20% shall be paid no later than 60 days before the new date/start of the new rental period to be agreed; in all other respects the aforementioned Article and the time limits shall remain in force;
- b) the event to be moved to a later date must be held no later than twelve ( 12 ) months after the originally agreed date/start of the rental period, and agreement must be reached no later than one (1) month after the date of the request to move the date;
- c) if agreement is reached on a new date/start of a new rental period, these general terms and conditions shall apply, subject to the provisions of subsection a of this article;
- d) if the payment mentioned under a has not been made in due time, the originally agreed conditions from the first contract shall completely revive and instalments (e.g. in connection with possible cancellation costs under Article 4.1.1) shall be calculated on the basis of the original dates and instalments;

4.2.5 If the parties **fail to** reach agreement on moving the date as referred to in 4.2.3 above, or if the Client refuses to relocate on the grounds of force majeure, either party may terminate the contract by written notice. PTA is in that case entitled to retain at least 20% of the contracted value in connection with all costs already incurred by PTA. If, during the negotiations, the Client has not acted in good faith with regard to question as to whether the event can still take place at the agreed time, or can be postponed or cancelled, the Client will be obliged to pay the cancellation charges as set out in Article 4.1.1.

4.2.6 In any case, the Client shall not be able to invoke force majeure on his part if (one) important speaker(s) does/do not appear and/or the number of visitors/participants is/are disappointing, or similar circumstances.

## 5. Rented Space

### 5.1 Condition of the Rented Space

5.1.1 The Rented Space is handed over and accepted in the condition as it was at the commencement of the rental. Defects discovered at the end of the rental period will be deemed to have occurred during the rental period unless the Client has notified PTA of such defects at the commencement of use.

5.1.2 The Client shall accept urgent and necessary repairs in or to the premises rented by it by or on the instructions of PTA. PTA will take the Client's use into account to the extent possible when performing the work it has been instructed to do.

PTA or persons designated by it may enter the rented property during and outside the rental period if this is necessary in connection with emergencies or for the inspection of the state of repair and the prevention or limitation of damage which the rented property is subject to. All this shall be done, if possible, in consultation with the Client. The Client waives its right to any compensation for damage it may suffer as a result of the aforementioned work.

5.1.3 At the end of the rental period, the Client shall return the Rented Space in the original condition (unless otherwise agreed), swept clean and with the removal of all the Client's materials including waste. In the event that the Client fails to comply with the provisions of this article, the actual costs of clearing and cleaning shall be charged to the Client. The Client is also responsible for the material and waste of visitors and suppliers.

5.1.4 The Client shall at its own expense provide for the finishing and furnishing of the Rented Space such that the Rented Space at the sole discretion of the Client is fit for use in accordance with the agreed purpose.

5.1.5 Where the Rented Space is furnished with furniture or decorations, the Client may, if required, have these removed or moved by PTA. The removal or moving back and re-installation of the furniture shall be at the Client's expense.

5.1.6 The Client is obliged to provide the PTA with a detailed floor plan (DWG with raster) of the Rented Space at least 4 weeks before the start of the rental period. Only then can PTA submit this drawing to the Amsterdam Fire Brigade for approval. If this drawing is not in PTA's possession in time, the Client - in consultation with PTA - shall arrange for timely approval by the Fire Brigade. If any conditions are imposed by virtue of fire regulations, the costs incurred as a result will be fully borne by the Client. In case the Client sets up the room differently from the approved floor plan, PTA is entitled to cancel the event without any obligation to pay compensation.

5.1.7 The Client guarantees that the installations, machinery, tools and/or other work equipment (whether or not brought by third parties) have been periodically inspected by an installation or inspection company affiliated to an industry association, and meet the latest version of NEN 3140. The Client is liable for any shortcomings and/or defects arising from this.

5.1.8 PTA is obliged to comply with the International Ship and Port Security (ISPS) code. As a result, increased security measures may apply to all activities that take place in the building and on the quay during the period a cruise ship is at the quay.

## 5.2 Publicity

5.2.1 Attachment of publicity signs to the building is prohibited unless explicit written permission (whether or not subject to further conditions) is given by PTA. Placing objects or physical publicity signs and any other form of promotion on the pavements and around the building is not permitted unless express written permission has been given. The Client is responsible for paying the sufferance charge.

5.2.2 The Client is permitted to make photo, film, TV or other recordings in the building for its own use under the express condition that PTA may use these recordings free of rights.

## 6. Use

### 6.1 Use of the Rented Space

6.1.1 The Client shall comply with any oral or written instructions given by or on behalf of PTA in the interests of proper use of the Rented Space and of the indoor and outdoor areas, installations and facilities of the building or complex of which the Rented Space forms part. This includes instructions relating to maintenance, appearance, noise level, order, fire safety and parking conduct.

6.1.2 The Client must notify PTA of all activities to be developed in the rented premises no later than 4 weeks prior to the commencement of the rental period. Without PTA's consent for the activities to be developed, the Client is not authorised to let these activities take place. The Client is aware that the event to be organised must be in keeping with the reputation, image and other events of PTA and the building and may not cause any inconvenience to other tenants/users of the building or local residents.

6.1.3 The Client is obliged to inform PTA in advance and actively of any risks to the Rented Space and/or the good name of PTA that may arise due to or on account of the event. This shall include, but not be limited to, the visitor profile, the nature of the event, any risk or attraction of undesirable behaviour, fanatical or social unrest and possible refusal of any necessary permits in general

terms, partly on the basis of the BIBOB Act or PTA's own permits. PTA reserves the right to cancel the event without being liable for compensation if the Client is in breach of the duty to provide information and of notification. If the information given proves to be incorrect, PTA is entitled to stop/cancel the event without the Client being entitled to compensation in any way whatsoever.

6.1.4 Cancellation on account of breach of the duty to provide information will not affect the Client's obligation to pay, nor PTA's right to recover damages (including loss of turnover and profit).

6.1.5 The Client shall use the Rented Space exclusively for the purpose agreed between the parties.

26.1. Without the prior consent of PTA, the Client is not permitted to assign the Rented Space, in whole or in part, to a third party for rental, subrental or use or to otherwise transfer the rights and/or obligations under this agreement to a third party. If the Client acts in breach of this provision, it shall forfeit to PTA, for each calendar day that the breach continues, an immediately payable penalty equal to twice the Client's net invoice amount applicable at that time, without prejudice to PTA's right to claim performance or dissolution and full compensation.

6.1.6 The Client is obliged to comply properly with all regulations issued by the Municipality of Amsterdam, the Fire Brigade and/or other authorities in respect of the Rented Space, the rental period and/or the event.

6.1.7 PTA reserves the right at all times to give the Client urgent instructions if the fire brigade, police or PTA deems this advisable in the interests of public order and safety. The measures that PTA may take in this regard include denying the Client (and/or his guests) access to its buildings and premises.

6.1.8 In continuation of the foregoing the Client expressly declares that - also in respect of the person for whom it is responsible - it will unconditionally not tolerate any (potential) criminal behaviour, by whomsoever, to whatever extent or in whatever form, in the Rented Space or its immediate surroundings. The Client and the person for whom it is responsible shall - partly in order to prevent nuisance to local residents and the surroundings of the Rented Space - strictly comply with all provisions, rules, regulations etc. included in the permits, exemptions etc. that the parties are required to have.

6.1.9 The Client shall not cause any hindrance or nuisance by using the Rented Space or the building or complex of which the Rented Space forms part and shall ensure that third parties present on its behalf will not do so either.

6.1.10 Emergency exits in the building must not be blocked and fire extinguishers must be and remain accessible at all times.

6.1.11 The Client shall **not**:

- have any environmentally hazardous items in, on, at or in the immediate vicinity of the Rented Space including odoriferous, flammable or explosive items, except in the ordinary course of business;
- use the Rented Space in such a way that such use may cause soil contamination or other environmental pollution, damage to the Rented Space or harm its appearance.
- make any alterations or additions to the Rented Space contrary to any governmental or public utility regulations or to the terms and conditions under which the owner of the Rented Space acquired ownership of the Rented Space or any other limited rights or which would cause a nuisance to or interfere with the use of other Clients or neighbours.

6.1.12 Logging into privacy-sensitive websites such as webmail or banking websites is entirely at your own risk. The following activities are not allowed on the PTA internet network:

- using the Internet for illegal purposes;
- downloading or visiting illegal or offensive content;
- destroying, modifying or damaging equipment, software or data belonging to PTA or other users.

## 6.2 Access to the Rented Space

6.2.1 PTA and persons designated by PTA may enter the Rented Space at any time.

6.2.2 PTA is entitled at any time to conduct tours for commercial purposes during a Client's event, unless otherwise agreed.

6.2.3 The opening hours of the complex which the Rented Space is part of shall be determined by mutual agreement. The Client shall ensure that no persons are present in the Rented Space outside such opening hours without the prior consent of PTA.

6.2.4 The Client may not use any other room(s) in the building or at any times other than those to which the Rented space is related. If such use is made, costs will be charged for it at a minimum of the regular rental rates.

6.2.5 The spaces rented in the terminal by third parties (offices, Lobby, shops, etc.) must be accessible to these third parties at all times.

6.2.6 The Client is obliged to take suitable measures to prevent third parties from gaining access to the Rented Space without a valid access ticket.

6.2.7 The Client is obliged to take suitable measures to prevent third parties from gaining access to the Rented Space by force or coercion.

6.2.8 PTA has the right to remove or arrange the removal of any person from the Rented Space in order to prevent serious irregularities or the threat of such irregularities.

## 6.3 Noise standards

6.3.1 The Client shall never produce or have produced a higher noise level than indicated in the schedule below:

The following principles apply in this schedule:

- If the Client anticipates the possibility of noise nuisance, the Client must take action and ensure that the set standards are not exceeded. In case of exceeding, PTA is entitled to stop the noise-generating activities.

Measured in the middle of the Maindeck:

Day (7 am to 7 pm) - 110 dB (A)

Evening (7 pm to 11 pm) - 105 dB (A)

Night (11 pm to 7 am) - 100 dB (A)

Other decks:

Day (7 am to 7 pm) - 100 dB (A)

Evening (7 pm to 11 pm) - 95 dB (A)

Night (11 pm to 7 am) - 90 dB (A)

- No noise pollution is allowed in the vicinity of the roof hatches;
- Windows and doors should be kept closed;

- If necessary, the Client shall take noise-reducing measures for the hotel and its surroundings (such as installing acoustic walls and soundproofing cloths);
- If Movenpick Hotel or local residents submit file complaints, the Client shall have to (cause to) lower the noise level.

### 6.4 Visitor numbers

6.4.1 The Client is responsible for keeping track of the number of visitors. The Client may never exceed the applicable maximum number of persons of 3,000 (including crew and artists) in the Rented Space. The Client shall comply with the maximum number of guests per space permitted by PTA. The foregoing depends on the nature of the activity and the set-up and will be determined by PTA on a case-by-case basis. An accurate statement of the number of visitors must be available to PTA at any time during the event. In case of excess, PTA may cease the activities, without prejudice to PTA's rights to compensation.

### 6.5 Prohibited uses

6.5.1 The Client must at all times follow PTA's instructions with regard to the use of the Rented Space. With respect to this, the Client emphasises - without implying that any other behaviour is permissible - the following:

- the Client is in no way permitted to allow gambling and/or games of chance of any kind to take place in the rented premises;
- the Client is never permitted to process, prepare or have present in the Rented Space hemp or similar crops, narcotics, drugs (in the broadest sense of the word);
- the persons who in any way are employed by the Client or on its instructions are under no circumstances permitted to have in their possession (fire) weapons in and around the Rented Space.

6.5.2 Failure to comply with any provision of this article shall be considered an attributable failure that justifies termination of the agreement. All damages, costs and fines resulting from this shall be borne by the Client.

### 6.6 Application of internal rules

6.6.1 In addition to the above, the following internal rules (see appendix) apply in and around the Rented Space.

6.6.2 The Client is responsible for informing third parties/suppliers of the contents of the General Terms and Conditions and the Internal Rules.

### 6.7 End of use of the rented object

6.7.1 Without prejudice to any statutory rights, the Client is obliged on termination of the hire period to return the Rented Space to PTA in its original condition as set out in the description prepared and certified at the start of the rental, and in the absence of the same, in good condition, completely vacated, free of use and rights of way and swept clean, and to hand over all keys etc. to PTA. The Client is obliged to remove at its own expense all goods that it has placed in, at or on the Rented Space or that it has taken over from the previous Client or user. PTA shall not be liable for any compensation whatsoever in respect of items not removed.

6.7.2 All items that the Client has apparently abandoned by leaving them in the Rented Space when actually leaving the Rented Space may be removed by PTA at the Client's expense at its discretion without any liability on its part.

6.7.3 In good time before the start and by the end of the contract or use, the Rented Space shall be inspected by the parties jointly. The parties shall forthwith draw up a report of such inspection, stating which repairs and rectification to their original condition still have to be carried out at the expense of the Client, how they are to be carried out and within which period. If the Client fails in whole or in part to comply with its obligations arising from the report, PTA is entitled to have such work carried out itself and to recover the costs involved from the Client.

6.7.4 For each hour of return delivery of the Terminal after the agreed date and time, an amount of € 5000 shall be charged, unless otherwise agreed in writing.

## **7. Damage and liability**

### **7.1 Damage**

7.1.1 The Client is obliged to take appropriate measures in good time to prevent and limit any damage to the Rented Space. The Client is further obliged to notify PTA promptly if any such damage or event occurs or is about to occur.

7.1.2 The Client shall be liable for any damage suffered by third parties arising from the use of the Rented Space or the room(s) provided for use and shall indemnify PTA against any claims by third parties in respect of any loss on account thereof.

### **7.2 Liability**

7.2.1 The Client shall be liable to PTA for all damage and losses to the Rented Space and property of PTA and its partners. The Client shall indemnify PTA against all claims of third parties with respect to the agreement.

7.2.2 The Client shall indemnify PTA against any penalties imposed on PTA as a result of acts and/or omissions by the Client himself, visitors to the event and suppliers.

7.2.3 The Client shall be liable for any loss or damage sustained by third parties arising from the use of the Rented Space or the room(s) provided for use and shall indemnify PTA against any claims by third parties in respect of any resulting loss or damage.

7.2.4 PTA is not liable for damage to or loss of property, nor for injury caused to the Client, persons employed by or working for the Client, visitors to the event, suppliers and third parties, whether or not caused by the defective nature of the items provided and/or hired by PTA.

7.2.5 PTA is not liable for theft, for damage or consequential damage arising from a defect in the buildings or caused by third parties. The Client may not claim a price reduction or offsetting any amounts in the event of a deficiency in (one of) the buildings.

7.2.6 Anything brought into the rented premises by or on behalf of the Client shall be at the Client's risk. PTA shall not be responsible for insuring and/or guarding it.

7.2.7 PTA shall only be liable in case of proven intent or gross negligence on the part of PTA or its staff. This liability is limited to direct damage and shall never exceed the net invoice amount. Other direct and all indirect damage, including damage suffered by third parties, loss of profit or other forms of consequential damage, will never be compensated.

### 7.3 Limitation of liability on the part of PTA

7.3.1. PTA's potential liability is limited to the amount paid out in the case concerned under the terms of PTA's insurance policy.

7.3.2 Claims resulting from penalty, indemnification, guarantee, indemnification or other similar clauses, atomic reactions, molestation, earthquake, volcanic eruption, flood, unprocessed precious metals, unset precious stones, money, monetary paper, damage caused by or with a motor vehicle, vessel or aircraft, goods delivered or work performed, claims for compensation for damage caused intentionally, consultancy/design/analysis/development/production/ modification of software, asbestos, environmental degradation, employer liability, are not insured.

## 8. Licences, insurances and copyrights

### 8.1 Permits

8.1.1 The Client must, where relevant, have the permits or exemptions required for the event (in accordance with the purpose of the Rented Space).

8.1.2 The Client must himself apply for any required permits and exemptions and these must be issued in the Client's name. PTA accepts no liability for costs or damage of any kind arising from the failure to obtain the relevant permits, exemptions or to comply with the licensing requirements.

8.1.3 Refusal or withdrawal shall not give rise to dissolution or annulment of the agreement with PTA or to any further action against PTA.

8.1.4 Without prejudice to the provisions of Article 5 (Use), if any alterations or provisions are required to or in the Rented Space with regard to any required permit or dispensation, the Client shall be liable for ensuring that in the performance of the work any requirements made or to be made by the authorities in this respect are met and that any required permits are obtained, while the costs of any such alterations or provisions shall be for the account of the Client.

### 8.2 Insurance

8.2.1 The Client is obliged to take out adequate insurance against any damage that may occur during the rental period. Adequate insurance is considered to be insurance that covers all damages suffered by PTA or third parties as a result of the Client's activities in PTA.

8.2.2 If, in connection with the activity to be developed by the Client, a higher than normal fire-insurance premium is charged, the Client shall reimburse PTA for the excess over the regular premium.

8.2.3 Any insurance payment in respect of damage to the Rented Space will be made directly to PTA.

## PASSENGER TERMINAL AMSTERDAM

8.2.4 The Client shall be liable for any damage to the Rented Space and shall be responsible for its own insurance in respect of contents liability. The Client shall be liable for damage to and/or loss of property of PTA and its partners. The Client undertakes to take out insurance for this purpose.

8.2.5 Anything brought into the rented premises by or on behalf of the Client shall be at the Client's risk. PTA shall not be responsible for insuring and/or guarding it.

### 8.3 Copyrights

8.3.1 The Client is responsible for obtaining the required permission from all copyright holders involved in the organisation and performance of the event.

8.3.2 The Client shall ensure that any copyright fees, such as BUMA/STEMRA and SENA, are paid in good time and that PTA is indemnified against claims from withholding agents.

8.3.3 The Client is responsible for the bookings and payment of any performing artists.

8.3.4 The Client is consequently responsible for the payment of taxes, social security contributions and other costs. PTA is indemnified by the Client against such claims.

## 9. Regular partners/suppliers

### 9.1. Partners Catering & Audiovisual

9.1.1 PTA engages regular suppliers for catering and AV

Catering:

- Mövenpick Hotel Amsterdam City Centre
- A Matter of Taste

Audio Visual:

- Het Wordt Mooi (HWM)

9.1.2 Cooperation with another caterer or AV supplier is only possible with the express approval of PTA and on the basis of mutual consultation.

9.1.3 If the Client cooperates with another caterer(s) or AV supplier, a charge of 10% of the total invoice, excluding any discounts, sent to Client will apply (subsequent charge).

9.1.4 The Client shall not sell or permit the sale of any drink or food or other article of consumption in or near the Rented Space other than by a caterer to be appointed by mutual agreement and to be contracted separately.

9.1.5 The Client shall ensure that no food, drink or consumer product is brought into the rented premises by any person or persons admitted by the Client to the rented premises.

### 9.2 Other suppliers

9.2.1 Personnel services, rigging and internet are provided by regular suppliers of PTA and cannot be replaced by an alternative supplier.

9.2.2 For other items such as branding & signage and furniture, PTA works with preferred partners. the Client may choose an alternative supplier. This supplier will remit to PTA a 10% payment over the total invoice excluding discount.

## **10. Non-performance, cancellation, dissolution, suspension**

10.1 Without prejudice to the provisions of the Dutch Civil Code, PTA is entitled, in case of default by the Client, inter alia, to suspend its obligations under the agreement or to dissolve that agreement in whole or in part at PTA's discretion. In that case, PTA will be entitled to a compensation for all damage suffered.

10.1.2 PTA is authorised at all times to cancel, dissolve or suspend performance of the contract, in whole or in part, with immediate effect and without court intervention being required, without prejudice to its other rights, if:

- the Client dies, requests a suspension of payments, files for bankruptcy or applies for admission to the statutory debt-rescheduling scheme;
- a petition for the Client's bankruptcy is filed;
- the Client's business is shut down or liquidated;
- a private agreement is offered by or on behalf of the Client;
- any of the Client's assets are seized;
- notification of inability to pay is made on the basis of any statutory obligation;
- the Client fails to fulfil one or more obligations arising from the Agreement, or fails to do so in time or properly.

## Appendix 1

### Passenger Terminal Amsterdam Internal Rules

#### ASSEMBLY AND DISASSEMBLY

- For safety reasons, **no persons are allowed** in the goods lifts. Persons in the goods lift will be denied access to PTA immediately.
- The use of pump trucks is **not** permitted on the Main Promenade and Panorama Deck and in the Lobby. PTA will provide a pump truck on pneumatic tyres, which is the only pump truck that may be used.
- PTA provides four bus parking spaces. These spaces are intended for loading and unloading materials. It is up to the Client whether the vehicles shall remain in the bus terminal during the event. Extra bus parking spaces can be hired in consultation with PTA. If passenger cars are to be parked in the spaces provided, this must be discussed and confirmed in writing. If passenger cars are to be parked in the spaces offered, this must be discussed and confirmed in writing. Other passenger cars can park in the Piet Heing garage below PTA.
- It is not allowed to leave goods in storage after the rental period, unless permission is given by PTA. PTA is not responsible for damage, theft or loss of these goods. In addition, it is not permitted to have deliveries made or packages delivered to PTA prior to the rental period. Parcels etc. that are delivered during the rental period must be received by the renter himself. PTA will not accept packages and is not authorised to sign for receipt.

#### THE TERMINAL

- It is not permitted to attach stickers, tape or adhesive strips to poles, walls, ceilings and floors without consultation. If carpet is laid in the terminal, the use of gaffer tape is mandatory. The renter is responsible for removing all items attached in consultation.
- It is not permitted to remove ceiling tiles.
- It is not allowed to walk on the glowing walls or attach things to them.
- Smoking is only allowed in the designated area in front of the entrance. If smoking is permitted on the Promenade Terrace, the wooden floor must be covered with carpeting. Smoking in the bus terminal and on the concourse is not permitted.
- Open candlelight is not permitted. Candlelight can only be used if a protective cap (windlight) is placed around the candle that is higher than the flame.
- Balloons with helium are allowed, as long as they are properly attached. If they become loose, end up in the roof and you are unable to remove them by yourself, we will be compelled to charge a fee of € 150 per balloon.

#### CLEANING

- The renter is responsible at all times for leaving the terminal clean and tidy. Only then can the hired final cleaning take place. This means that the floors have been swept and are free of other waste (cardboard, paper, signage, rubbish, etc.).

## PASSENGER TERMINAL AMSTERDAM

- All suppliers must leave the used rooms clean and tidy. All other waste must be removed. AV is responsible for removing and disposing of all tape from the floor. Catering for the flushing of the beer taps.
- Coffee cups, food leftovers, etc. must be disposed of in the dustbins provided, as must cigarette butts in the ashtrays.
- There are no standard rubbish containers, these can be hired additionally.

### SAFETY

- All fire doors must be able to open and close at all times without the obstruction of cords, cables or furniture. Particular attention must be paid to the doors from the Main Deck to the backstage area.
- All fire-hazardous materials (e.g. wood & textiles) and decorations must be impregnated with fire retardant beforehand.
- All escape routes indicated on the PTA floor plans must remain free of furniture or other objects at all times. This also applies to the fire reels indicated. The width of the indicated escape routes must be maintained.

### OTHER

- PTA is not responsible for failures and/or malfunctions of the Client's own Internet lines.
- The tenant is responsible for applying for permits from the Municipality of Amsterdam. This is required, for example, for placing platforms higher than one metre whereby it is likely that people will sit/walk on them and for all activities/objects on the public highway. PTA would like to receive a copy of the permit.
- Depending on the size and type of the event, the Client must hire external first aiders or set up a dedicated first-aid station.