

Terms and Conditions Rhineland Battlefield Tours, established at Picardie 71, 6591JB, Gennepe.

### Definitions

In these General Terms and Conditions, the following terms are used in the following sense, unless expressly stated otherwise.

General Terms and Conditions:	The general terms and conditions as stated below.
Service:	All work, in whatever form, performed by Rhineland Battlefield Tours for or on behalf of the Customer.
Fee:	The financial compensation agreed with the Customer for the performance of the assignment.
Assignment:	The agreement for the provision of services.
Client:	The person who has accepted the applicability of these general terms and conditions and has given an order to provide the service.
Agreement:	Any agreement concluded between Rhineland Battlefield Tours and the Customer.

### Article 2. General

1. The Agreement consists of these general terms and conditions together with the order confirmation signed by the Client and the Contractor.
2. These general terms and conditions apply to every offer, quotation and Agreement between the Engaged Firm and the Client, insofar as these terms and conditions have not been explicitly deviated from by the parties.
3. The applicability of any purchase and/or other terms and conditions of the Client is expressly rejected.
4. If one or more provisions of these general terms and conditions are nullified or declared null and void in whole or in part by the court at any time, this shall not affect the effect of the other provisions.

### Article 3. Quotations and offers

1. All offers and quotations made by the Contracted Party are without obligation, unless the offer or quotation sets a deadline for acceptance. If no acceptance period has been set, no rights whatsoever may be derived from the quotation or offer.
2. Offers made by the Engaged Firm are based on the information provided by the Client. The Client guarantees that it has provided the Engaged Firm in good time and truthfully with all essential information for the set-up, execution and completion of the assignment.
3. Contractor cannot be held to a quotation or offer if the Client can reasonably understand that (part of) the quotation and offer contains an obvious mistake or error.
4. A combined quotation and offer does not oblige the Engaged Firm to carry out part of the quotation and offer for a corresponding part of the quoted price.
5. Quotes and offers do not automatically apply to future orders.

### Article 4. Prices

1. All prices are in euros, including V.A.T. and other government levies as well as any costs to be incurred within the framework of the Agreement, such as travel and other (un)costs.

### Article 5. Implementation of the Agreement

1. Contractor shall observe the care of a good Contractor in the performance of his/her work.
2. The Contracted Party assumes a best-efforts obligation under the Agreement and therefore gives no guarantee regarding the results of the assignment, unless explicitly stipulated otherwise.
3. The Engaged Firm shall be entitled, to the extent required for the proper performance of the Agreement, to have part of the Agreement performed by third parties. The Engaged Firm shall only do so after consultation with the Client.
4. The applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is expressly excluded.

**Article 6. Terms of payment**

1. After acceptance of the Agreement, the Client must make a down payment to the Client. The down payment is equal to 10% of the total agreed price. The Client undertakes to transfer the down payment to the Contracted Party within 14 days after the final confirmation of the Agreement.
2. The remainder of the agreed price must be in the possession of Contractor no later than 4 weeks before the agreed date. In the event of a booking within six weeks before the start of the Service (after receipt of the confirmation), the total price must be paid immediately. Failure to pay on time entitles the Client, after a reminder, to cancel the Agreement and exclude the Client from participation. In that case, the cancellation conditions (see article 7.) will be adhered to and the cancellation costs due will be charged to you.
3. In the event of late payment, the Client is in default. The Client will be notified of this by the Engaged Firm and will then still have the opportunity to pay the outstanding amount within 7 working days. If payment is still not made, the Agreement will be deemed to have been cancelled on the day of default. Contractor shall be entitled to charge the Client for the cancellation costs owed. In that case, the provisions of Article 7 shall apply and any monies already paid shall be set off against the cancellation charges.

**Article 7. Cancellation**

1. In the event of cancellation by the Customer, the Service can be rescheduled at another time.
2. Up to two weeks before the start of the Service, it can be cancelled free of charge.
3. If the Customer cancels the Service between 7 and 14 days before commencement, 10% of the agreed price will be withheld.
4. If the Customer cancels the Service less than 7 days before commencement, 25% of the agreed price will be withheld.
5. If the Provider is forced to cancel the Service, the full amount will always be refunded.

**Article 8. Modification of the assignment**

1. Changes to the Agreement by the Client which could not be foreseen by the Contractor and which cause additional work shall be charged by the Contractor to the Client in accordance with the rate agreed in the Agreement. In addition, additional work will be deemed to have been carried out if, as a result of incorrect or incomplete information provided by the Client, the Engaged Firm has to reorganise the planned work. Contractor shall be entitled to charge the Client for additional work on the basis of subsequent costing.
2. Any changes in the performance of the Agreement requested by the Client after the assignment has been given must have been notified by the Client to Contractor in good time and in writing. A change in or addition to the Agreement will only apply if it has been accepted by both the Engaged Firm and the Client (preferably in writing).
3. Changes made to an order already issued may result in the original agreed delivery time being exceeded by Contractor

**Article 9. Force majeure**

1. If the Contractor is unable to fulfil his/her obligations under the Agreement or to fulfil them on time or properly due to a cause not attributable to him/her, those obligations shall be suspended until such time as the Contractor is still able to fulfil them in the agreed manner. Force majeure shall in any case be understood to mean illness on the part of Contractor.
2. If the period in which fulfilment of the obligations of the Engaged Firm is not possible due to force majeure lasts longer than two months, the parties will be entitled to dissolve the Agreement without the Client being entitled to any compensation whatsoever. What has already been performed pursuant to the Agreement will then be settled proportionately.

**Article 10. Liability**

1. **Contractor** shall not be liable for damage of any nature whatsoever arising from the fact that Contractor has relied on incorrect and/or incomplete information provided by or on behalf of the Client.
2. In the event that the Engaged Firm is liable for any damage, the Engaged Firm's liability will be limited to a maximum of the amount of the invoice, or at least to that part of the amount to which the liability relates.
3. The liability of the Engaged Firm will in any event always be limited to the amount paid out by its insurer as the case may be.
4. The Engaged Firm shall only be liable for direct damage.
5. Direct damage is exclusively understood to mean the reasonable costs incurred to determine the cause and scope of the damage, insofar as the determination relates to damage within the meaning of these terms and

conditions, any reasonable costs incurred to make the defective performance of the Engaged Firm comply with the Agreement, insofar as these costs can be attributed to the Engaged Firm and reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions.

6. The Engaged Firm shall never be liable for indirect damage, including consequential damage, loss of profit, lost savings and damage due to business interruption.
7. The limitations of liability set out in this article do not apply if the damage is due to intent or gross negligence on the part of the Engaged Firm or its managers subordinates.

#### **Article 11. Processing of personal data**

1. In so far as Rhineland Battlefield Tours will process an other party's personal data in the context of the provision of its services, this personal data will be processed in a proper and careful manner, in accordance with the Dutch Personal Data Protection Act and the General Data Protection Regulation. Rhineland Battlefield Tours refers to its Privacy Statement for further information.
2. In addition to the previous paragraph 1, Rhineland Battlefield Tours notes that appropriate technical and organizational measures will be taken to protect the personal data processed of an other party against loss or any other form of unlawful processing, taking into account the current state of the art and the nature of the processing.

#### **Article 12. Intellectual property**

1. All models, works and/or inventions developed by Contractor for the Client are and remain the property of Contractor. This also includes all intellectual property rights including, but not limited to, copyrights, design rights and/or patent rights.
2. All documents provided by Contractor on behalf of the Client, such as reports, computer programs, system designs, working methods, advice and contracts, can be used by the Client and are to be reproduced by the Client for its own use in its own organisation. Documents provided by Contractor may not be made public, reproduced or exploited by the Client or brought to the attention of third parties without the prior written permission of Contractor, unless the nature of the documents provided dictates otherwise.

#### **Article 13. Expiry date**

1. Contrary to the statutory limitation periods, the limitation period for all Client's claims and defences against Contractor is one year.

#### **Article 14. Applicable law**

1. All Agreements between Contractor and the Client are exclusively governed by Dutch law.
2. The applicability of the Vienna Sales Convention is excluded.
3. Without prejudice to the Engaged Firm's right to submit a dispute to the competent court according to the law, disputes between the parties will in the first instance be submitted to the competent court in the location of the Engaged Firm's registered office, unless the law imperatively prescribes otherwise.