

EVENEMENTENBOUWER.NL

TERMS OF DELIVERY – MARCH 2023

1 Applicability

1.1 These terms and conditions apply to all deliveries of goods, services and execution of orders in the broadest sense of the word by PRO FM Events. PRO FM Events acts under the name EVENEMENTENBOUWER.NL.

1.2 Supplementation and/or deviation from these terms and conditions shall apply only if and to the extent they have been expressly accepted by us in writing.

1.3 If and insofar as any part of these terms and conditions is declared inapplicable in court due to conflict with the Law, the requirements of reasonableness and fairness, or morality and/or public order, only that provision shall be considered as not having been agreed upon.

2 Establishment of agreements

2.1 All quotations and offers issued by EVENEMENTENBOUWER.NL are without obligation unless expressly confirmed in writing.

2.2 Verbal agreements and commitment for assignments are binding.

2.3 An order becomes first binding for EVENEMENTENBOUWER.NL, and therefore the agreement is only concluded after the order has been confirmed by EVENEMENTENBOUWER.NL, or it appears from a start of execution of the order that the order has been accepted.

2.4 By signing this confirmation, the client agrees to these terms and conditions.

3 Prizes

3.1 All prices quoted by EVENEMENTENBOUWER.NL for calculating work and/or deliveries are exclusive of VAT and all other levies and taxes which may be due in connection with the performance of the agreement.

3.2 For prices in foreign currency, the exchange value will be based on the rate on the date of delivery.

3.3 All prices stated are based on the prices for materials, auxiliary materials, raw materials, parts, import duties, insurance premiums, labor costs, travel and accommodation costs, transport costs, storage costs and other price-determining factors applicable at the time the agreement is concluded. In the event of a change in one or more of these factors before the performance of the agreement has commenced, the price may be adjusted by EVENEMENTENBOUWER.NL in such a way as to fairly reflect the changes that have occurred.

4 Payment

4.1 Payment must be made within 14 days of the invoice date.

4.2 All payments shall be made without any deduction, discount or compensation, unless otherwise expressly agreed upon in writing.

4.3 The client is not authorized to make use of the suspension rights granted to him as a result of the Act. The client expressly waives this.

4.4 If the client fails to pay within the period mentioned in Article 4.1, he shall be in default, without the need for notice of default. Said period is therefore a deadline.

Then the client shall owe EVENEMENTENBOUWER.NL a default interest of 2% per month, or a pro-rata portion thereof, to be calculated from the first day of the default.

4.5 If due to the default of the commissioner EVENEMENTENBOUWER.NL feels compelled to outsource the collection of the claim to a lawyer, the commissioner shall owe an amount immediately due and payable, and not subject to judicial authorization, equal to the collection rate according to the Netherlands Bar Association with a minimum of € 113,44 for the costs of judicial and extrajudicial collection, postage, all this without prejudice to the interest and any procedural costs order mentioned under 4. 4. and any procedural costs to be awarded by the court.

4.6 All payments made by or on behalf of the client shall be applied first to the interest and costs due and only thereafter to the principal sum.

EVENEMENTENBOUWER.NL

5 Responsibility, safety, insurance, control.

5.1 EVENEMENTENBOUWER.NL is in no way liable for any damage which its employees may cause to third parties or to the client itself, for these reasons it is recommended that the client adjust its third-party liability insurance. Neither can EVENEMENTENBOUWER.nl be held liable for any commitments entered into by its employees or otherwise arising for him and/or the client.

5.2 In selecting employees, EVENEMENTENBOUWER.NL observes the utmost accuracy, the basis for this selection being the data and qualities of the employees known to EVENEMENTENBOUWER.NL.

EVENEMENTENBOUWER.NL accepts no responsibility regarding the accuracy of the data provided by employees to EVENEMENTENBOUWER.NL.

EVENEMENTENBOUWER.NL is entirely free to choose the person or persons, whom it sends to an assignment.

5.3 EVENEMENTENBOUWER.NL accepts no liability for damage caused by defective materials used by it. Unless its intent or gross negligence can be blamed.

5.4 EVENEMENTENBOUWER.NL accepts no liability for the infliction of damage by personnel hired by it from a third party, or by personnel of a third party.

6 Complaints

6.1 Complaints regarding the manner of execution by EVENEMENTENBOUWER.NL of the agreement must be communicated to EVENEMENTENBOUWER.NL immediately and in writing. Complaints that are not timely reported will not be considered.

6.2 If an employee does not meet the standards set by the commissioner, the commissioner must notify EVENEMENTENBOUWER.NL of this within one (1) hour after commencement of the work. In this case the client is only obliged to pay EVENEMENTENBOUWER.NL the remuneration owed by EVENEMENTENBOUWER.NL to the employee plus the employer's share of the social security charges and contributions, the so-called wage costs.

In all other cases, EVENEMENTENBOUWER.NL is not liable for employees who turn out not to meet the requirements set by the client and the client is obliged to pay the full fee.

7 Supremacy

7.1 Supremacy on the part of EVENEMENTENBOUWER.NL shall include the situation in which EVENEMENTENBOUWER.NL is unable to properly execute the agreement due to extraordinary circumstances. This includes:

§ abnormally high absenteeism;

§ company occupancy;

§ fire;

§ technical failures;

§ traffic congestion and/or transportation problems;

§ lack of materials for which EVENEMENTENBOUWER.NL cannot be blamed;

As well as any other circumstance over which EVENEMENTENBOUWER.NL cannot reasonably exercise any influence, even if this circumstance could have been foreseen at the time of entering into the agreement. In the event of such supremacy, EVENEMENTENBOUWER.NL shall be entitled to terminate the (further) fulfilment of its obligations, without being obliged to compensate damage.

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8 Establishing hiring/employment relationship client/hirer with (former) hired person

8.1 Both during the hiring period and for a period of 12 months following the agreement/work performed (or any extension thereof), the client or hirer or a third party acting in the interest of the client/hirer shall not enter into any direct agreement, by whatever name, with the hirer(s) proposed, proposed and/or deployed, from whatever source, by EVENEMENTENBOUWER.NL, unless this is done with the express written consent of EVENEMENTENBOUWER.NL.

8.2 In case of violation by the commissioner or hirer of the provisions of paragraph 8.1 of this article, the hirer shall forfeit to EVENEMENTENBOUWER. NL a penalty payable immediately, without any notice of default or judicial intervention, equal to the fee agreed with the commissioner which would have been charged if no direct hire/employment relationship had been entered into, with a minimum of € 10,000.00 (in words: ten thousand euros) plus € 1,000.00 (in words: one thousand euros) for each day (or part of a day) that the hirer is in default.

9 Cancellation of Agreement.

9.1 The commissioner shall owe damages of:

- 25% of the agreed price, for cancellation up to 14 days before execution of the contract;
- 50% of the agreed price, for cancellation up to 5 days before execution of the contract;
- 100% of the agreed price, for cancellation from 5 to the day of execution of the agreement.
- Non-cancelable hotel charges will be charged 1 to 1.