



## General Conditions MyIncentive

### **Article 1: Applicability**

1. To all undertakings, either arising from agreements or legislation, these general conditions of service provision shall apply to all between MyIncentive registered in Rotterdam (hereinafter referred to as the organiser), trading under the name of MyIncentive and the client or third parties (such as, for example, the participants invited by the client).
2. Also these conditions shall extend to employees of, or those assisting, the organiser.
3. Excluded is the applicability of purchasing conditions and/or general conditions of the client.
4. In case transport arrangements are part of the agreement between client and MyIncentive, the general conditions and the national and international treaties with regard to transport, also apply.

### **Article 2: Performance**

1. The nature and extent of the services to be carried out by the organiser shall be established exclusively in the offer provided in writing by the organiser and accepted by the client. The express written permission of the organiser is required for possible changes.
2. The organiser shall accept no liability for folders, photos and other informative materials published under the responsibility of third parties. Omissions and obvious errors in the offer shall not be binding on the organiser.
3. MyIncentive shall take the greatest care selecting third parties to cooperate with, to ensure a high quality level of services.
4. Nevertheless MyIncentive shall not be responsible for the functioning of any third party involved. However he will do anything, or assist the client to the extent that reasonably can be demanded by trying to obtain an indemnification from the third party involved if applicable.

### **Article 3: Conclusion of contract**

1. On the client's acceptance of the offer of the organiser, the contract shall be concluded. Acceptance arises when both the client and the organiser sign the contract form that is part of the offer.
2. The organiser's offer may be rescinded if need be and is free from obligation. Rescission must take place as quickly as possible and must occur within 3 working days of acceptance by the client.
3. The client shall be severally liable for all commitments arising from the contract with regard to the other participant(s) and himself.
4. At the conclusion of the contract, before, or as quickly as possible following this, the client shall provide all information regarding the other participant(s) and himself which are deemed necessary to the correct execution of the agreed services.

### **Artikel 4: Price**

1. The price in the agreed contract shall be per person in Euro's. This price is calculated on the basis of the me proposal agreed in the contract.
2. Unforeseen possible extra expenses during the execution of the me shall only be incurred following consultation with the client and, where possible, paid on the spot by the organiser and charged to the final invoice, increased with a percentage that will be advised, minimum 5%.
3. The price shall be based on the rates of exchange, taxes and prices as they were known to the organiser at the time of bringing out the offer. Value added tax shall not be included in the price, unless otherwise stated.
4. 2. The price of drinks shall be mentioned in the offer or contract as an approximate estimate. Drinks shall be invoiced on the basis of actual consumption unless otherwise agreed in advance in writing.
5. The organiser shall be entitled to increase the price of the me, to cover changes in applicable rates of exchange, duties and taxes payable. This also applies for changes in fuel surcharges and other duties that could not have been foreseen by the organiser when offering the me and price. With respect to this, the organiser shall indicate how the surcharge has been calculated.

**Article 5: Payment conditions**

1. In order to safeguard the services of contracted service providers such as accommodation providers and carriers, MyIncentive must engage these in time and must moreover subject himself to their cancellation and payment conditions. Therefore the following payment conditions shall apply:
  - a. 75% of the total sum stated in the offer must be paid immediately on acceptance;
  - b. 25% of the total sum must be paid no less than 3 months before the departure date;
  - c. the remainder of any part of the total sum still owing must be paid no less than 4 weeks before the departure date.
2. The invoiced amounts must be transferred to one of the MyIncentive bank accounts, that is mentioned on the invoice.
3. The in article 5, paragraph 1 intended invoices must be paid within 10 days of the invoice date.
4. The organiser may rescind the contract following a notice to pay, in the case of failure to pay on time. Then, monies already paid shall not be refunded and the stipulations of article 7 of these General Conditions shall apply.

**Article 6: Alterations by the client**

1. The organiser shall carry out alterations to parts of the tour or the me, at the request of the client, as far as possible. In case the contracted service providers will charge extra costs for the changes, these shall be charged on to the client, increased with a percentage handling fee that will be advised.
2. Changes in the number of participants may influence the per person price. A reduction in the number of participants will be considered as a partial cancellation and article 7 of these General Conditions shall apply.

**Article 7: Cancellation by the client and Alterations by the organiser**

1. Should the program have to be altered owing to significant circumstances over which the organiser has no control and which could not have been known by the organiser at the time of signing the contract form, the organiser shall be obliged to make this known to the client immediately with a simultaneous statement of possible extra costs. If the client cannot be reasonably expected to proceed with the program, because the changes are of such nature that the agreement does no longer support the expectation the client reasonably could have had when signing the contract form, he shall then be entitled to rescind the contract.
2. In case of cancellation of the agreement by the client, the client is obliged to reimburse all costs and obligations that have been made by the organiser with regard to the agreement till the time of cancellation. Unless cancellation takes place due to reasons mentioned in article 7 paragraph 1, client is also obliged to settle the organiser 10% of the agreed total contract price, increased with the following percentages (depending on the time of cancellation):
  - > 3 month prior to execution of the agreement: 2,5%;
  - > 1 month prior to execution of the agreement: 5%;
  - < 1 month prior to execution of the agreement : 7,5%.

**Article 8: Insurance**

The organiser is prepared to act as intermediary in arranging the necessary cancellation insurance and travel insurance.

**Article 9: Final liability and Prior information**

1. It is the client's responsibility providing the participants with information regarding the program or the event, but only following prior consultation with the organiser. The organiser will provide timely written information regarding the accommodation address and travel schedule if desired. This information shall be distributed by the client to the participants.
2. The program during the trip or event shall be led exclusively by the representative of the organiser.

**Article 10: Inability to proceed and Changes owing to significant circumstances on the part of the organiser**

1. In case the trip or event is unable to proceed owing to significant circumstances over which the organiser has no control, the organiser shall be obliged to make these known to the client immediately. The contract shall be considered rescinded, once this has been made known.
2. In case the trip or the event has to be altered owing to significant circumstances over which the organiser has no control, the organiser shall be obliged to make this known to the client immediately with a simultaneous statement of possible extra costs. The client shall be entitled to rescind the contract, in case he cannot be reasonably expected to proceed with the tour. 48 Hours following receipt of notification this entitlement shall expire.
3. MyIncentive shall be obliged to refund immediately all monies already paid by the client that are in his possession, in case this contract is rescinded in accordance with the above. The organiser shall also try, where possible, to hold any third parties liable for the damages incurred by the client and himself and shall undertake to claim back sums of money already paid to third parties. However, except in the case of deliberate intention or gross negligence, the organiser cannot be held responsible for more than that with regard to the client. In case of gross negligence, he must refund all monies paid in advance.

**Article 11: Organiser's liability**

1. In case the trip or the event is not carried out in accordance with the plans and according to other agreements made, the organiser shall be responsible to the client for any damages arising from this unless the shortcoming cannot be ascribed to the person whose assistance he has enlisted for executing the contract or himself, because:
  - a. The shortcoming in the execution of the contract can be ascribed to the client or the participant; or
  - b. The shortcoming in the execution of the contract could not be rectified or could not be foreseen and can be ascribed to a third party not involved in the delivery of the services included in the event or the trip; or
  - c. The shortcoming in the execution of the contract can be ascribed to an event that the organiser, or the person(s) whose assistance the organiser has enlisted to execute the contract, could not foresee or remedy, in spite of all attention and due care; or
  - d. The shortcoming in the execution of the contract cannot be ascribed to the organiser as a result of force majeure as intended in article 12.

**Article 12: Force majeure**

1. Force majeure shall be understood to be unforeseeable and abnormal circumstances which are beyond the control and will of those to whom they refer. The consequences of force majeure can, in spite of all precautionary measures, not be avoided.
2. MyIncentive has the right to postpone the execution of the contract or to adjourn the agreement in case of force majeure; he has to inform the client in writing. The organiser is not obliged to indemnify the client, in case part of the agreement or the complete agreement cannot be executed because of force majeure.

**Article 13: Limitations and exclusions of the organiser's liability on the grounds of contract or law (unlawful act)**

1. The organiser does not accept responsibility for damages which are indirectly or directly associated with the practice of a business or a profession.
2. In case the organiser is liable on the grounds of contract or law for damages incurred by the client or the participant, his liability shall be excluded or limited according to the applicable international conventions.
3. The organiser does not accept liability for damages that are covered by the usual accident, travel, medical and/or cancellation insurance policies.
4. In case the organiser is liable for the lack of enjoyment (of the tour) of one or more participants, the compensation per participant will be no higher than the applicable price per person, unless there is a question of gross negligence or deliberate intention. In this case, his liability is unlimited.
5. The liability of the organiser for other damages incurred by the death or injury of the participant, without prejudice to the stipulations of the preceding paragraphs of this article, shall be limited to no more than three times the price per person, unless there is a question of gross negligence or deliberate intention. In this case, his liability is unlimited.

6. The limitations and/or exclusions of the organiser's liability included in this article, also apply to service providers and employees of the organiser involved, as well as their personnel, unless this application is excluded by law or convention.

**Article 14: Indemnification by the client**

The organiser will be indemnified by the client against claims by participants or other third parties who are involved in the trip or event on behalf of or through the client.

**Article 15: Obligations of the participant**

1. All participants shall be obliged to observe all instructions from the organiser that are in the interests of the satisfactory execution of the trip or event and shall be liable for any damages caused through their improper behaviour. Their behaviour will be judged according to the accepted standards of behaviour of a participant. Severally jointly liability applies to the client.
2. A participant who does or may occasion inconvenience or nuisance as to strongly impede or threaten to impede the satisfactory execution of the trip or event, may be excluded from further participation in the program if it cannot reasonably be required of this person that the contract will be observed. All costs arising from this decision will be chargeable to the client.

**Article 16: Complaints procedure, evaluation, expiry of right of claim**

1. Any established shortcoming in the execution of the contract as intended in article 11 must be communicated as quickly as possible to the service provider involved so that he/she may find a suitable solution. In case the shortcoming will not be rectified within a reasonable period of time and the quality of the tour is prejudiced, this must be communicated immediately to the organiser's representative. Should this person not be reachable or available, the participant must immediately contact the organiser.
2. At the latest 72 hours following return, it must be made known to the organiser should a complaint not be rectified satisfactorily.
3. Two years following completion of the trip or event, rights of claim on the grounds of the contract shall expire (or, one year after the original departure date, if the trip or event has not gone ahead).

**Article 17: Interest and collection costs**

In case the client fails to fulfil his financial commitment to the organiser timely, interest shall be due on the amount owing at the rate of 1,5% for each month of the delay or part thereof. Also he shall be obliged to refund the extra-judicial costs of collection.

**Article 18: Rescission owing to insolvency**

If and when the client requests suspension of payments, is declared bankrupt, is established to be in default of payment, fails to meet the terms of payment or fails to provide the security required by the organiser on finalising the contract either on time or to an insufficient extent, with immediate effect the contract shall be rescinded. Then the stipulations of article 7 will apply.

**Article 19: Dutch law and Dutch courts**

1. Only Dutch law applies to all agreements between the organiser and the client and/or participants.
2. Decisions regarding any disputes arising from the contract, will be put (to the exclusion of all other courts) before the authorised court in Rotterdam.