

TERMS AND CONDITIONS SPASPORTHOTELZUIVER B.V.

These terms and conditions of **SPA SPORT HOTEL ZUIVER B.V.**, with registered seat in Amsterdam and offices in Amsterdam, listed in the trade register of the Chamber of Commerce under number 33152407, in the following referred to as **Hotel & Wellness Zuiver** and/or **Spa Sport Hotel Zuiver**, have been registered with the trade register of the Chamber of Commerce on 1 December 2020. These terms and conditions can also be consulted via the website: www.zuiveramsterdam.nl and a copy can be forwarded upon request. These terms and conditions are referred to as 'Terms and Conditions'.

1. DEFINITIONS AND INTERPRETATION

1.1 Unless expressly indicated otherwise, the following words and terms have the meaning accorded to them in this article.

Offer/Offer(s): every offer of Hotel & Wellness Zuiver to enter into an Agreement;

Cancellation: the announcement made by the Customer to Hotel & Wellness Zuiver that of one or more established Services no or in part no use will be made, or the announcement made in written form by Hotel & Wellness Zuiver to the Customer that one or more established Services will not or will in part not be provided;

Consumer/customer(s): (a) natural person(s), not acting from the exercise of a profession or business that has/have concluded an Agreement with Hotel & Wellness Zuiver;

Services: the services to be provided by Hotel & Wellness Zuiver are subdivided in four (4) groups and can possibly be purchased separately or in combination in the form of arrangement and consist of:

- a. Hospitality services: the provision of food and/or drinks and/or boarding, as well as the provision of (meeting) rooms and sites; and/or
- b. Wellness services: wellness facilities, inside and outside saunas, swimming pools, including whirlpools, source bathing, steaming rooms, leasing of towels, bathrobes and the likes; and/or
- c. Health & Beauty services: including beauty treatments, health treatments, massages, Hamam treatments and the likes; and/or
- d. Event-hosting services: the offering of accommodation to Guests on grounds of an Agreement with third parties that organize indoor or outdoor training, (outdoor sports) activities in the surroundings of Hotel & Wellness Zuiver, but that do not have independent accommodation to provide Hospitality Services; and/or
- e. Fitness services; a service focusing on physical and/or mental activity.

Other services: bike rental and all other services offered by Hotel & Wellness Zuiver that do not fall under sub a. through e. above.

Services agreement: agreement between Hotel & Wellness Zuiver and a Customer that regard the provision of one or more Services;

Invoice value: the total amount of sums owed by the Customer to Hotel & Wellness Zuiver on account of one or several Agreements, as well as on account of (a) Service(s) conducted on account of an Agreement, including service charges, tourist taxes and VAT, if and to the extent applicable, to be increased with any other possible sums owed by the Customer pursuant to these Terms and Conditions;

Holidays: holidays commonly recognized in the Netherlands;

Guest(s): the natural person(s) to whom one or more Services must be provided by Hotel & Wellness Zuiver on grounds of an Agreement concluded with the Customer. Wherever reference is made in the Terms and Conditions to Guest or Customer, both Guest and Customer is intended, unless it necessarily flows from the content of the provision and its purport that only one of both could have been intended;

Goods: all goods, also including funds, monetary values, and monetary instruments;

Hotel Business: the part of the business activities of Hotel & Wellness Zuiver that regard the provision of boarding, as well as the provision of (meeting) rooms and sites;

Customer(s): Consumer/customer(s) and Business Customer(s) jointly;

Purchase Agreement: every agreement that is concluded between Hotel & Wellness Zuiver and the Customer with regard to the sale and delivery of Products by Hotel & Wellness Zuiver, any modification or addition thereto, as well as all (legal) transactions to prepare and implement that Purchase Agreement;

No-Show: the failure to make use without Cancellation by a Customer and/or Guest of one or more Services to be provided by Hotel & Wellness Zuiver on grounds of an Agreement;

Turnover Guarantee: a written statement of the Customer that in the matter of one or more Agreements, a minimum of a certain established amount in turnover will be realized by Hotel & Wellness Zuiver;

Agreement(s): (a) Services Agreement(s) and/or (a) Purchase Agreement(s);

Products: all products, such as, for example - though not exclusively - Health & Beauty products, that are offered for sale by Hotel & Wellness Zuiver at its shop(s);

Restaurant Business: the part of the business activities of Hotel & Wellness Zuiver that regard the provision of food and/or drinks, whether or not in combination with the Hotel Business;

Provision of Services: the provision by Hotel & Wellness Zuiver of Hospitality Services and/or Wellness Services and/or Health & Beauty Services and/or Event-hosting services, everything with all associated activities and services, and everything in the widest sense of the term;

Business Customer(s): legal person(s) or corporation(s) that has/have concluded an Agreement with Hotel & Wellness Zuiver.

1.2 Article titles solely serve as a reference. No rights can be derived from them.

1.3 In these Terms and Conditions, references to legal provisions are references to legal provisions as they are stipulated at the moment of establishment of these Terms and Conditions.

1.4 In these Terms and Condition, if the context requires such, the singular will also comprise the plural, and vice versa.

2. APPLICABILITY TERMS AND CONDITIONS

2.1 These Terms and Conditions are applicable to all Offers and Agreements, as well as to all undertakings and Services that flow from and build upon those.

2.2 If the Terms and Conditions have been applicable to any Agreement, these are automatically applicable – without requiring this to be established separately between the relevant parties - to every agreement concluded after between parties, unless in the matter of the relevant agreement it has been expressly established otherwise between parties.

2.3 The applicability to any Agreement of general or specific conditions applied by the Customer is expressly rejected by Hotel & Wellness Zuiver, unless and after the conditions referred to have been expressly declared applicable in writing by Hotel & Wellness Zuiver to an Agreement. Acceptance in this manner of the applicability of conditions of the Customer to an Agreement under no circumstance entails that those conditions are tacitly applicable to any Agreement concluded later on.

2.4 Derogations from these Terms and Conditions are only valid if they have been confirmed from case to case in writing by Hotel & Wellness Zuiver to the Customer.

2.5 These Terms and Conditions also serve for the benefit of all natural persons, legal entities, and corporations that Hotel & Wellness Zuiver makes use of or has made use of upon entering into

and/or implementing an Agreement and the carrying out of the Services, or generally in the context of operating Hotel & Wellness Zuiver.

- 2.6** In case of the voidness or the annulment by the Customer of one or more provisions of the Terms and Conditions, the remaining provisions of the Terms and Conditions remain fully applicable to the Agreement. Parties will enter into consultations in order to replace a void or annulled provision of the Terms and Conditions by a provision that is valid or is not annulable respectively and that is in line as much as possible with the purpose and tenor of the void or respectively annulled provision.
- 2.7** To the extent an Agreement derogates from one or more provisions of the Terms and Conditions, what is established in the Agreement prevails. The remaining provisions of the Terms and Conditions in such case continue to be fully applicable to the Agreement.
- 2.8** If translations of these Terms and Conditions have been issued, it applies that the version in the Dutch language prevails over the version(s) in another language.
- 2.9** To each stay at Hotel & Wellness Zuiver, the house rules of Hotel & Wellness Zuiver are applicable as well. These are an integral part of the present Terms and Conditions. Hotel & Wellness Zuiver must post, attach, or deposit the house rules in a clearly visible place for the information of the Customers and/or Guests, or hand over the house rules in writing to the Customers and/or Guests. Customers and/or Guests are bound to observe the house rules.

Department 1 SERVICES AGREEMENTS

3. RESERVATIONS AND ADOPTION OF SERVICES AGREEMENTS

- 3.1** If a Customer and/or Guest wishes to make use of one or several Service(s), this/these Service(s) must be reserved timely in writing, telephonically or electronically (on-line) via the website www.zuiveramsterdam.nl. For the reserved Service(s) full or partial payment in advance may be required, such at the discretion of Hotel & Wellness Zuiver. This payment in advance must occur in accordance with the provision of article 4 of these Terms and Conditions (Settlement and payment).
- 3.2** Agreements are adopted at the moment that Hotel & Wellness Zuiver, or an intermediary on behalf of Hotel & Wellness Zuiver, has confirmed a booking/reservation of the Customer in writing, or if the booking/reservation of the Customer is implemented by Hotel & Wellness Zuiver. An Agreement is furthermore adopted through acceptance by the Customer of an Offer. Modifications, additions and/or expansions of an Agreement are only binding if established expressly in writing. The Agreement comes instead of and replaces all earlier proposals, correspondence, arrangements, or other communications between parties that have occurred prior to adoption of the Agreement, however much these might deviate from or contradict the Agreement. Pledges by and arrangements with subordinates or representatives of Hotel & Wellness Zuiver only bind Hotel & Wellness Zuiver vis-a-vis the Customer if and to the extent these pledges and/or arrangements have been ratified or confirmed by Hotel & Wellness Zuiver in writing to the Customer.
- 3.3** Within twenty-four (24) hours after an (on-line) reservation, the Customer receives an e-mail with a booking confirmation and a link to the Terms and Conditions of Hotel & Wellness Zuiver, or an intermediary on behalf of Hotel & Wellness Zuiver, which booking confirmation serves as proof of the booking. The Customer is obliged to control the booking confirmation and to inform Hotel & Wellness Zuiver forthwith in writing of any mistake whatsoever with regard to the booking/reservation, failing which implementation of the booking will take place as represented in the booking confirmation. All booking(s), whether or not on-line, are exclusively valid after

they have been confirmed by Hotel & Wellness Zuiver, or by an intermediary on behalf of Hotel & Wellness Zuiver, by e-mail. The Business Customer can apply changes to the size of the group until one week before the commencement time of the Service(s) reserved by the Business Customer as stated in the reservation confirmation. If the number of persons is 15% fewer than the number of persons submitted, the cancellation terms apply for it as stated in article 6 of these Terms and Conditions. If the number of persons at the time of commencement of the Service(s) reserved by the Business Customer is smaller than indicated one week before, the costs of the number of persons that is fewer than indicated one week prior are billed in full to the Business Customer.

- 3.4** All Offers made by Hotel & Wellness Zuiver concerning the adoption of Agreements and the carrying out of the Services are non-committal and based on availability (i.e., capacity) and can always be revoked by Hotel & Wellness Zuiver, even if they contain a term for acceptance. If Hotel & Wellness Zuiver within such reasonable term after acceptance by the Customer as is to be determined in view of the circumstances makes an appeal to said reserve, then the intended Agreement is deemed not to have been adopted and Hotel & Wellness Zuiver and the Customer and/or the Guest will undo such actions as in the meantime have been conducted in the context of the implementation of the Agreement, whereby Hotel & Wellness Zuiver and the Customer and/or the Guest will mutually render each another all necessary assistance.
- 3.5** All pictures, descriptions, indications of dimensions and weights and other information provided by Hotel & Wellness Zuiver are not binding for Hotel & Wellness Zuiver and only intended to give a general representation of the quality of the Services offered by Hotel & Wellness Zuiver. Hotel & Wellness Zuiver does not accept any liability for erroneous pictures, erroneous descriptions, erroneous indications of dimensions and weights, and other erroneous information.
- 3.6** All Offers are made by Hotel & Wellness Zuiver, either directly or indirectly, to the best of their knowledge and with the greatest care. Hotel & Wellness Zuiver does not guarantee, however, that no deviations occur in the matter.
- 3.7** Options are granted with an expiry date established beforehand. An option that is not converted into an actual reservation by the Customer on the expiry date at the latest, or an option for which the Customer has previously indicated in writing he will not exercise it, is deemed to have lapsed without requiring cancellation by Hotel & Wellness Zuiver to such effect. An option can only be granted in writing.
- 3.8** Agreements entered into for or on behalf of Customers by intermediaries (also including, though not limited to, travel agencies and other hospitality businesses), whether or not in name of their relation(s), are deemed to have been concluded at the expense and risk of these intermediaries as well. Hotel & Wellness Zuiver does not owe any commission or fees, whatever they are called, to intermediaries, unless expressly established otherwise in writing. The Customers and the intermediaries are severally and jointly liable for the payment of what is owed. Full or partial payment of what is owed by the Customer to Hotel & Wellness Zuiver will liberate the intermediary to the same degree.
- 3.9** Hotel & Wellness Zuiver can at all times refuse to conclude an Agreement for any reason whatsoever, barring in the event such a refusal occurs solely on one or more of the grounds stated in article 429 quater Criminal Code (discrimination). Hotel & Wellness Zuiver has the right to refuse Customers and/or Guests access to the Hotel Business and/or Restaurant Business as well as to refuse the offering of Services if in their estimate this is required by normal/orderly business operations.

4. SETTLEMENT AND PAYMENT

- 4.1** The Customer and/or Guest owes the price established in the Agreement or, to the extent the Agreement was concluded more than three (3) months before the time when the Service(s) to be provided pursuant to that Agreement must be provided, the prices that are effective at the moment that the Service(s) (must) be provided, also including the prices as indicated on lists that have been appended by Hotel & Wellness Zuiver in a place that is visible to Customers and/or Guests, or that are included on a list that, if necessary upon request, is handed over to Customers and/or Guests. A list is supposed to have been attached visibly for Customers and/or Guests if it is visible in the publicly accessible areas of Hotel & Wellness Zuiver .
- 4.2** For additional services, also including, though not limited to, the use of the wardrobe, garage/parking, safe, dry-cleaning and/or regular laundry services, phone, fax, internet, and radio and/or television services, an additional fee may be applied by Hotel & Wellness Zuiver.
- 4.3** All bills, also including bills in the matter of cancellations or No-Shows, are owed by the Customer and/or Guest at the moment that they are presented to him.
- 4.4** If a Turnover Guarantee was issued, the Customer and/or Guest is obligated in the matter of the relevant Agreement(s) to pay at least the amount established in the Turnover Guarantee to Hotel & Wellness Zuiver.
- 4.5** In case for a bill for an amount below EUR 150 (one hundred and fifty euros) pursuant to what is established in section 4 of this article 4 an invoice is sent to the Customer and/or Guest, then Hotel & Wellness Zuiver can bill ten percent (10%) of the Invoice Value in administration costs.
- 4.6** As long as Customers and/or Guests have not fully and in the correct manner complied with all their obligations towards Hotel & Wellness Zuiver, Hotel & Wellness Zuiver has the right to take and keep all Goods that have been taken by Customers and/or Guests to Hotel & Wellness Zuiver under their control until Customers and/or Guests to the satisfaction of Hotel & Wellness Zuiver have fully and in the correct manner complied with all their obligations towards Hotel & Wellness Zuiver.
- 4.7** If a different payment mode than direct payment has been established, either in cash or via cheque, and either in advance or upon arrival, then invoices, regardless of the amount, must be paid by the Customer and/or Guest within fourteen (14) days after invoice date to Hotel & Wellness Zuiver. If an invoice is sent or forwarded, Hotel & Wellness Zuiver is authorized at all times to bill a credit limit surcharge of two percent (2%) of the Invoice Value to the Customer and/or Guest, which surcharge lapses if the Customer settles the invoice timely and in full.
- 4.8** If and to the extent timely and full payment fails to occur, then the Business Customer falls into default without requiring any default notice. The Consumer/customer falls into default after he has been warned in writing and been granted a term of fourteen (14) days to pay the claim of Hotel & Wellness Zuiver still, with the warning of the consequences in case the timely and full payment still fails to occur after the warning.
- 4.9** If the Customer and/or Guest is in default, he must compensate Hotel & Wellness Zuiver for all (extra) judicial costs concomitant to the collection of the sums owed by him on the part of Hotel & Wellness Zuiver. The extrajudicial collection costs are calculated in accordance with what the law establishes concerning.

- 4.10** In addition, the Business Customer owes, if he is in default, an amount in interest of two percent (2%) on top of the statutory interest rate owed. A part of a month is counted as an entire month for the calculation of the interest owed.
- 4.11** Hotel & Wellness Zuiver has a right of retention to Goods taken to the hotel by Customers and/or Guests as a security for the settlement of any possible claims on Customers and/or Guests in the matter of Hospitality Services, whether or not supplemented with other Services. If Hotel & Wellness Zuiver has Goods under its control as intended in article 8.5 and the Customer and/or Guest of whom Hotel & Wellness Zuiver has acquired the control over remains in default for three (3) months, Hotel & Wellness Zuiver deems itself at liberty to no longer keep these Goods.
- 4.12** Each payment by the Customer and/or Guest will, regardless of any note included by the Customer and/or Guest upon that payment or comment made, will be deemed to serve to be deducted from the debt of the Customer and/or Guest to Hotel & Wellness Zuiver in the following order:
- a. the costs of execution;
 - b. the judicial and extrajudicial collection costs;
 - c. the interest;
 - d. the damage;
 - e. the principal sum.
- 4.13** Unless expressly established otherwise, payment occurs in euros. If Hotel & Wellness Zuiver accepts payment in foreign currency, then the exchange rate applies that is effective at the time of payment. Hotel & Wellness Zuiver may thereby bill an amount as a manner of administration costs that corresponds with a maximum of ten percent (10%) of the amount that is offered in foreign currency. Hotel & Wellness Zuiver can achieve this by adjusting the effective exchange rate by a maximum of 10%.
- 4.14** Without prejudice to provisions of mandatory law, the Customer and/or Guest does not have the right to suspend his payment obligations towards Hotel & Wellness Zuiver and/or to set them off against payment obligations of Hotel & Wellness Zuiver towards the Customer and/or Guest.
- 4.15** Hotel & Wellness Zuiver has the right to set off all claims on the Customer and/or Guest against any debt that Hotel & Wellness Zuiver may have to the Customer and/or Guest, or to (legal) persons affiliated with the Customer and/or Guest.
- 4.16** All claims of Hotel & Wellness Zuiver on the Customer and/or Guest are immediately payable in the following cases:
- a. if after conclusion of the Agreement circumstances come to the knowledge of Hotel & Wellness Zuiver that provide it with legitimate grounds to fear that the Customer and/or Guest will not comply with his payment obligations, such entirely at the discretion of Hotel & Wellness Zuiver;
 - b. if Hotel & Wellness Zuiver has asked the Customer and/or Guest upon conclusion of the Agreement to lodge security for compliance with his obligations and this security fails to occur or is insufficient;
 - c. in case of the application for bankruptcy or suspension of payments of the Customer and/or Guest, liquidation/decease or bankruptcy of the Customer and/or Guest or the law on debt restructuring for natural persons ('WSNP') becomes applicable to the Consumer/customer.
- 4.17** Hotel & Wellness Zuiver has the right at all times, on the basis of its estimate of the creditworthiness of the Customer, to demand the lodging of security or full or partial

payment in advance for compliance with payable and non-payable payment obligations. If and for as long as the Customer fails to provide the security or the full or partial payment in advance requested, Hotel & Wellness Zuiver is authorized to suspend its delivery obligation.

- 4.18** Complaints of any nature whatsoever with regard to the implementation of an Agreement by Hotel & Wellness Zuiver do not suspend the payment obligation of the Customer and/or Guest and can only be brought to the knowledge of Hotel & Wellness Zuiver in writing.
- 4.19** Hotel & Wellness Zuiver is under no obligation with regard to a claim filed if the Customer and/or Guest has not timely and completely complied with all his obligations towards Hotel & Wellness Zuiver (both financially and otherwise).
- 4.20** A claim regarding a Service provided by Hotel & Wellness Zuiver cannot affect Services provided before or still to be delivered, not even if these Services to be provided have been or will be conducted to implement the same Agreement.

5. SECURITY DEPOSIT AND INTERMEDIATE PAYMENT

- 5.1** Hotel & Wellness Zuiver can demand of the Customer at all times that he deposits or has deposited under Spa Sport Hotel Zuiver a security deposit in the amount of a maximum of the Invoice Value minus such intermediate payments as may have been made. Security deposits received are properly recorded, exclusively serve as a security for Hotel & Wellness Zuiver and expressly do not count as turnover already realized.
- 5.2** Hotel & Wellness Zuiver furthermore has the right at all times to demand intermediate payment for Services already provided.
- 5.3** Hotel & Wellness Zuiver may take recourse to the security deposit settled pursuant to the preceding provisions in the matter of everything that Customers and/or Guests owe it on any account whatsoever. Any possible surplus is refunded by Hotel & Wellness Zuiver to Customer and/or Guest forthwith.

6. CANCELLATION BY THE CUSTOMER

- 6.1** In case Customers cancel a reservation, they are obliged to pay the amounts mentioned in this article 6 of these Terms and Conditions. Every Cancellation must be made in writing and must be dated. From a verbal Cancellation, no rights can be derived by the Customer. If not all Services established are cancelled, to the cancelled Services the provisions below are applicable proportionally.
- 6.2** In case of a No-Show, the Customer is obliged in all cases to pay the Invoice Value of the established Service(s), increased by the amounts intended in section 3 of this article 6.
- 6.3** Amounts that are already owed by Hotel & Wellness Zuiver in connection with the Agreement or respectively with the Services to be conducted pursuant to the Agreement as the result of a Cancellation by the Customer to third parties must at all times be compensated by the Customer in full to Hotel & Wellness.

CANCELLATION OF VAN WELLNESS SERVICES AND/OR HEALTH & BEAUTY SERVICES

6.4 Business customers

In case a reservation is made by a Business Customer for Wellness services and/or Health & Beauty services, whether or not involving the use of the Restaurant Business, the following applies for Cancellations:

- a. in case of a Cancellation more than three (3) months before the time of commencement of the Service(s) reserved by the Customer, no sums are due. Any such charges as may have been paid in advance are refunded completely after deduction of administration costs, without prejudice to what is established in article 6.3;
- b. in case of a Cancellation more than two (2) months before the time of commencement of the Service(s) reserved by the Customer, fifteen percent (15%) of the Invoice Value is due;
- c. in case of a Cancellation more than one (1) month before the time of commencement of the Service(s) reserved by the Customer, fifty percent (50%) of the Invoice Value is due;
- d. in case of a Cancellation more than fourteen (14) days before the time of commencement of the Service(s) reserved by the Customer, seventy five percent (75%) of the Invoice Value is due; and
- e. in case of a Cancellation less than fourteen (14) days before the time of commencement of the Service(s) reserved by the Customer, the full Invoice Value is due.

6.5 Consumer/customers

In case a reservation is made by a Consumer/customer for Wellness services and/or Health & Beauty services, whether or not involving the use of the Restaurant Business, the following applies for Cancellations:

- a. in case of a Cancellation more than twenty-four (24) hours before the time of commencement of the Service(s) reserved by the Customer, no sums are due. Such charges as may have been paid in advance are refunded after deduction of administration costs, without prejudice to what is established in article 6.3;
- b. in case of a Cancellation less than 24 hours before the time of commencement of the Service(s) reserved by the Customer, the full Invoice Value is due.

CANCELLATION OF HOTEL ACCOMMODATION/BOARDING/MEETING ROOMS

6.6.1 Business Customers

In case a reservation has been made by a Business Customer for hotel accommodation, whether or not including breakfast, for the cancellation of that reservation the following applies:

- a. in case of a Cancellation more than three (3) months before the time of commencement of the Service(s) reserved by the Customer, no sums are due. Any such charges as may have been paid in advance are refunded in full after deduction of administration costs, without prejudice to what is established in article 6.3;
- b. in case of a Cancellation more than two (2) months before the time of commencement of the Service(s) reserved by the Customer, fifteen percent (15%) of the Invoice Value is due;
- c. in case of a Cancellation more than one (1) month before the time of commencement of the Service(s) reserved by the Customer, fifty percent (50%) of the Invoice Value is due;
- d. in case of a Cancellation more than fourteen (14) days before the time of commencement of the Service(s) reserved by the Customer, seventy five percent (75%) of the Invoice Value is due; and
- e. in case of a Cancellation less than fourteen (14) days before the time of commencement of the Service(s) reserved by the Customer, the full Invoice Value is due.

6.6.2 Business Customers

In case a meeting room reservation is made by a Business Customer, then the following applies for the Cancellation of that reservation:

- a. in case of a Cancellation more than three (3) months before the time of commencement of the Service(s) reserved by the Customer, no sums are due. Any such charges as may have been paid in advance are refunded in full after deduction of administration costs, without prejudice to what is established in article 6.3;
- b. in case of a Cancellation more than two (2) months before the time of commencement of the Service(s) reserved by the Customer, fifteen percent (15%) of the Invoice Value is due;
- c. in case of a Cancellation more than one (1) month before the time of commencement of the Service(s) reserved by the Customer, fifty percent (50%) of the Invoice Value is due;
- d. in case of a Cancellation more than fourteen (14) days before the time of commencement of the Service(s) reserved by the Customer, seventy five percent (75%) of the Invoice Value is due; and
- e. in case of a Cancellation less than fourteen (14) days before the time of commencement of the Service(s) reserved by the Customer, the full Invoice Value is due.

6.7 Consumer/customers

In case a reservation has been made by a Consumer/customer for hotel accommodation, whether or not including breakfast, then the following applies for the Cancellation of that reservation:

- a. in case of Cancellation more than twice 24 hours before the time of commencement of the Service(s) reserved by the Customer, no sums are due. Any such charges as may have been paid in advance are refunded in full after deduction of administration costs, without prejudice to what is established in article 6.3; and
- b. in case of cancellation twice 24 hours or less before the time of commencement of the Service(s) reserved by the Customer, the full Invoice Value is due.

- 6.8** Cancellations of reservations for holidays must occur no later than twenty-one (21) days before the intended arrival date, on pain of the indebtedness by the Customer of 100% of the Invoice Value.

CANCELLATION FOR THE RESTAURANT BUSINESS

6.9 Business Customers

In case a reservation has been made by a Business Customer for the Restaurant Business (table reservation), then the following applies for the Cancellation of that reservation:

- a. in case of a Cancellation more than three (3) months before the time of commencement of the Service(s) reserved by the Customer, no sums are due. Any such charges as may have been paid in advance are refunded in full after deduction of administration costs, without prejudice to what is established in article 6.3;
- b. in case of a Cancellation more than two (2) months before the time of commencement of the Service(s) reserved by the Customer, fifteen percent (15%) of the Invoice Value is due;
- c. in case of a Cancellation more than one (1) month before the time of commencement of the Service(s) reserved by the Customer, fifty percent (50%) of the Invoice Value is due;
- d. in case of a Cancellation more than fourteen (14) days before the time of commencement of the Service(s) reserved by the Customer, seventy five percent (75%) of the Invoice Value is due; and
- e. in case of a Cancellation less than fourteen (14) days before the time of commencement of the Service(s) reserved by the Customer, the full Invoice Value is due.

6.10 Consumer/customers

In case a reservation has been made by a Consumer/customer for the Restaurant Business (table reservation), then the following applies for the Cancellation of that reservation:

- (i) if a menu has been agreed upon:

- a. in case of Cancellation more than 14 days before the time of commencement of the Service(s) reserved by the Customer, no sums are due;
 - b. in case of Cancellation 14 days or less but more than 7 days before the time of commencement of the Service(s) reserved by the Customer, 25% of the Invoice Value is due;
 - c. in case of Cancellation 7 days or less before the time of commencement of the Service(s) reserved by the Customer, 50% of the Invoice Value is due;
 - d. in case of Cancellation 3 days or less before the time of commencement of the Service(s) reserved by the Customer, 75% of the Invoice Value is due.
- (ii) if no menu has been agreed upon:
- a. in case of Cancellation more than twice 24 hours before the time of commencement of the Service(s) reserved by the Customer, no sums are due;
 - b. in case of Cancellation twice 24 hours or less before the time of commencement of the Service(s) reserved by the Customer, 50% of the Invoice Value is due.

6.11 Cancellations of reservations for Holidays must occur no later than twenty-one (21) days before the intended date of arrival, on pain of indebtedness by the Customer of 100% of the Invoice Value.

CANCELLATION OF EVENT HOSTING SERVICES AND OTHER SERVICES

- 6.12** In case a reservation has been made by a Customer for Event Hosting Services, then the following applies for the Cancellation of that reservation:
- a. in case of a Cancellation from one (1) month or more before the commencement date of the reserved Service(s), no sums are due. Any such charges as may have been paid in advance by the Customer are refunded in full after deduction of administration costs, without prejudice to what is established in article 6.3; and
 - b. in case of a Cancellation fourteen (14) days or more before the commencement date of the Service reserved by the Customer, fifty percent (50%) of the Invoice Value is due; and
 - c. in case of a Cancellation fourteen (14) days or less before the commencement date of the Service(s) reserved by the Customer, one hundred percent (100%) of the Invoice Value is due.

7. CANCELLATION BY HOTEL & WELLNESS ZUIVER

7.1 Hotel & Wellness Zuiver is authorized, with due regard for the following, to cancel an Agreement, unless the Customer has notified within 7 days after conclusion of the relevant Agreement in writing that he wishes Hotel & Wellness Zuiver to waive its authority to cancel, on condition the Customer thereby has made it known unambiguously as well to waive his own authority to cancel.

7.2 If Hotel & Wellness Zuiver cancels a Services Agreement, the articles 6.10 through 6.12 are correspondingly applicable, to the extent it regard reservations with respect to the Restaurant Business, the Hotel Business, or Event Hosting Services, whereby instead of 'Customer' must be read 'Hotel & Wellness Zuiver'.

7.3 Hotel & Wellness Zuiver is authorized at all times to cancel a Services Agreement without being held to refund the amounts intended above if there are sufficient indications that the meeting to be held on grounds of that Agreement at Hotel & Wellness Zuiver has such a different character that could have been expected by Hotel & Wellness Zuiver on grounds of the announcement by the Customer or on grounds of the nature of the Customer and/or the Guests, that Hotel & Wellness

Zuiver would not have concluded the Agreement had it been aware of the true character of the meeting.

7.4 If Hotel & Wellness Zuiver exercises the authority described in article 7.3 after the start of the relevant meeting, then the Customer is bound to pay the Hospitality Services enjoyed until that time as well as such other fees as may have been established, though his payment obligation otherwise lapses. The fee for Hospitality Services enjoyed is calculated in such case as may occur in proportion to the time sequence of the Agreement.

7.5 Hotel & Wellness Zuiver has the right, instead of exercising his authority intended in article 7.3, to establish further requirements with regard to the course of the relevant meeting. If there are sufficient indications that these requirements (will) not be complied with, Hotel & Wellness Zuiver has the right still to exercise the authority intended in article 7.3.

7.6 If and to the extent Hotel & Wellness Zuiver is also acting as the travel operator in the sense of Title 7A of Volume 7 of the Civil Code (BW), it applies with regard to travel agreements in the sense of the law that Hotel & Wellness Zuiver may alter the travel agreement on a material point due to weighty circumstances that are forthwith communicated to the traveler(s). Hotel & Wellness Zuiver may also change the travel agreement otherwise than on a material point due to weighty circumstances that are forthwith communicated to the traveler(s). Until twenty-one (21) days before the start of the trip, Hotel & Wellness Zuiver may increase the travel sum in connection with increases in transport costs, also including, though not limited to, fuel costs, the levies due, or the applicable exchange rates. If the traveler rejects an alteration as intended above, Hotel & Wellness Zuiver has the right to cancel the travel agreement with immediate effect.

8. GENERAL RIGHTS AND OBLIGATIONS OF HOTEL & WELLNESS ZUIVER

8.1 The rights and obligations referred to in this article 8 are valid for all Services to be provided by Hotel & Wellness Zuiver.

8.2 In the event that a special arrangement as intended in article 9, article 10, and article 11 of these Terms and Conditions derogates from a general provision in this article 8, then that special arrangement applies.

8.3 Hotel & Wellness Zuiver is obligated, without prejudice to what is established in the following sections of this article 8, pursuant to the Agreement to provide the established Service(s) at the established hours in the manner that is customary within Hotel & Wellness Zuiver.

8.4 The obligation referred to in article 8.3 does not apply:

- a. in case of a No-Show;
- b. if the Customer does not timely and completely settle the security deposit and/or intermediate payment intended in article 5;
- c. if the Customer in any other manner does not timely and completely comply with the obligations he has on any account whatsoever vis-a-vis Hotel & Wellness Zuiver; and
- d. in case of force majeure on the part of Hotel & Wellness Zuiver as intended in article 17.

8.5 Hotel & Wellness Zuiver is not bound to receive and/or safekeep any Good of Customers and/or Guests. If Hotel & Wellness Zuiver agrees to receiving and/or the safekeeping of any Good of Customers and/or Guests and bills any amount for the receiving and/or safekeeping of these Goods to the Customer and/or Guest, Hotel & Wellness Zuiver must

keep an eye on those goods as is becoming to a responsible caretaker, without prejudice to what is established in article 16 of these Terms and Conditions.

- 8.6** Hotel & Wellness Zuiver has the right to demand of Customers and/or Guests that they will settle for other Service(s) than would have been provided according to the Agreement, barring in the event such a wish must be considered evidently unfair and for the Customer and/or Guest as evidently too objectionable. The Customer and/or the Guest in the latter case has the right to terminate the Agreement that said wish of Hotel & Wellness Zuiver is in regard to with immediate effect, without prejudice to his obligations on account of other Agreements with Hotel & Wellness Zuiver. The Customer and/or Guest is entitled, if Hotel & Wellness Zuiver saves on expenses by providing different accommodation that should be provided according to the Agreement on the basis of the preceding, to the amount of that saving. Otherwise, Hotel & Wellness Zuiver will never be obliged to compensate any sums.
- 8.7** Hotel & Wellness Zuiver has the right at any time to terminate with immediate effect the provision of Services to Customers and/or Guests in case Customers and/or Guests repeatedly violate the house rules of Hotel & Wellness Zuiver, or otherwise behave in such a manner that order and quiet at Hotel & Wellness Zuiver and/or normal business operations of Hotel & Wellness Zuiver as a result may be or are disturbed. If so requested, Customers and/or Guests must, following full settlement of the amounts owed on account of the Agreement(s) concluded between Hotel & Wellness Zuiver and a Customer and/or Guest and upon first request leave Hotel & Wellness Zuiver. Hotel & Wellness Zuiver may only exercise this authority if the nature and gravity of the violations committed by Customers and/or Guests in the reasonable judgment of Hotel & Wellness Zuiver provide sufficient grounds for this. Disturbing conduct, including verbal, non-verbal, and inappropriate solicited and/or professional, or sexual harassment are not permitted and the Customer and/or Guest will during his stay at Hotel & Wellness Zuiver refrain from (and will make sure that other persons in his company and/or belonging to his company will refrain from) the consumption of drugs. Customers and/or Guests who do not comply must leave Hotel & Wellness Zuiver, after payment in full, immediately. In case of violation of the prohibition of sexual harassment, as well as in case of a reasonable suspicion thereof at the management of Hotel & Wellness Zuiver, the Customer and/or Guest violating the prohibition forfeits, without requiring any default notice or other formality, an immediately payable fine to Hotel & Wellness Zuiver that is not eligible for setoffs or compensation to the amount of EUR 1,000 (one thousand euros) per violation, such without prejudice to the rights of Hotel & Wellness Zuiver pursuant to the law and/or the Agreement and without prejudice to the right of Hotel & Wellness Zuiver to demand compliance. The Customer and/or Guest who is in violation is bound, besides to pay the fine(s), to compensate the damage incurred by door Hotel & Wellness Zuiver as a result of the shortcoming to the extent this damage exceeds the amount of the fine(s).
- 8.8** In addition, the Guest and/or Customer violating the prohibition of sexual harassment is permanently denied access to Hotel & Wellness Zuiver.
- 8.9** Hotel & Wellness Zuiver will implement and/or conduct Agreements or Services to the best of their understanding and abilities and in accordance with the requirements of proper professionalism. If Customers and/or Guests are not satisfied with a (part of the) Service(s) delivered, then the relevant Customer and/or Guest must forthwith communicate his complaint in writing to Hotel & Wellness Zuiver by way of the complaints forms that can be obtained upon request. The Customer and/or Guest must give a clear description of the complaint (stating in any case the date, hour, detailed description of the complaint, indication of such employees of Hotel & Wellness Zuiver as

may be involved) and grant Hotel & Wellness Zuiver a term that is reasonable under the circumstances to carry out the established Service(s) properly still. If the complaint is not immediately communicated in writing to Hotel & Wellness Zuiver, then any claim of the Customer and/or de Guest vis-a-vis Hotel & Wellness Zuiver in the matter lapses.

8.10 Unless established otherwise, Hotel & Wellness Zuiver has the right to forego the provision of Services, or to cease it at any time. if the Customer and/or the Guest does not behave in conformity with the status of Hotel & Wellness Zuiver and the standards and values that are effective within Hotel & Wellness Zuiver. Hotel & Wellness Zuiver may establish requirements, for example, with regard to the appearance, the conduct, and the personal hygiene of Customers and/or Guests. If so requested, Customers and/or Guests must upon first request leave Hotel & Wellness Zuiver.

9. GENERAL RIGHTS AND OBLIGATIONS OF THE HOTEL BUSINESS

9.1 Hotel & Wellness Zuiver is bound to provide Customers and/or Guests during the established period accommodation of the quality that is customary within Hotel & Wellness Zuiver. The accommodation is available from 3.00 PM on the day of arrival until 11.00 AM on the day of departure for the Customer and/or Guest. Upon request and against additional payment of a modified rate, a late check-out can be established.

9.2 Hotel & Wellness Zuiver is bound to be able to provide the Hospitality Services associated with the accommodation, that are customary at their hotel, and to be able to provide the facilities that are customary there.

9.3 Unless established otherwise, Hotel & Wellness Zuiver has the right to deem an Agreement or reservation lapsed with regard to boarding in case the Customer and/or Guest does not report to them at 6.00 PM on the established day of arrival at the latest, without prejudice to what is established in article 6 (Cancellations by the Customer).

10. RIGHTS AND OBLIGATIONS OF THE RESTAURANT BUSINESS

10.1 The Restaurant Business is obligated to make available the established facilities at the established time to Customers and/or Guests and to provide the established food and/or drinks, of a quantity and quality and in a manner as is customary at its restaurant.

10.2 If no food and/or drinks have been established in advance, then the Restaurant Business upon request of the Customer and/or Guest provides those food and/or drinks that they can provide at that time, without prejudice to what is otherwise established in article 10.1.

10.3 If a Customer and/or Guest has not arrived within a half hour after the established time, the Restaurant Business can consider the reservation as cancelled, without prejudice to what is established in article 7 (Cancellation by Hotel & Wellness Zuiver).

11. RIGHTS AND OBLIGATIONS IN CASE OF THE RENTING OF MEETING ROOMS

11.1 Hotel & Wellness Zuiver is bound to be able to provide the Hospitality Services associated with the provision of (meeting) room(s) to the Customers and/or Guests.

11.2 Following consultation with the local competent authorities , Hotel & Wellness Zuiver is authorized to rescind the Agreement on account of a legitimate fear of disturbance of public order, such in the reasonable opinion of Hotel & Wellness Zuiver. If Hotel & Wellness Zuiver exercises this

authority, then Hotel & Wellness Zuiver will not be bound to provide any compensation of damages.

11.3 If a Customer and/or Guest has not arrived within a half hour after the established time, the Hotel Business can consider the reservation as cancelled, without prejudice to what is established in article 7 (Cancellation by Hotel & Wellness Zuiver).

12. RIGHTS AND OBLIGATIONS IN CASE OF WELLNESS- AND HEALTH & BEAUTY SERVICES

12.1 In case of Wellness Services and Health & Beauty Services it applies that if the Customer and/or Guest shows up more than five (5) minutes too late, that Hotel & Wellness Zuiver has the right to deduct the time lost from the treatment of the Customer and/or Guest, while the Customer and/or Guest will in such case nevertheless be obliged to pay the entire Invoice Value of the established Wellness Services and/or Health & Beauty Services.

12.2 Hotel & Wellness Zuiver is not bound to receive or safekeep any good of the Customer and/or Guest. For this purpose there are clothes lockers and valuables lockers available in the changing area and the thermas landscape, which can be closed with a key that can be worn on a wrist or ankle band. Each hotel room also has a hotel safe available that can be used with a pin code that is to be provided to the Customer and/or Guest. The Customer and/or Guest is responsible himself for the locker used and the respective key.

12A. GENERAL OBLIGATIONS OF THE CUSTOMER AND/OR GUEST

12A.1

The Customer and/or Guest is obligated to observe the house rules and the rules of conduct that are effective at Hotel & Wellness Zuiver and to follow the reasonable instructions of Hotel & Wellness Zuiver. Hotel & Wellness Zuiver will make known the house rules and the rules of conduct at a clearly visible spot or provide them in written form. Reasonable instructions may be provided by Hotel & Wellness Zuiver verbally.

12A.2

The Customer and/or Guest is obligated to cooperate with reasonable requests of Hotel & Wellness Zuiver in the context of its legal obligations regarding matters such as security, identification, food safety/hygiene, and the limitation of disturbance.

Department 2 PURCHASE AGREEMENTS

13. DELIVERY OF PRODUCTS AND RISK TRANSFER

13.1 The delivery of the Products occurs at the address submitted by the Customer and/or Guest. Hotel & Wellness Zuiver will deliver the Products ordered by the Customer and/or Guest with due speed though no later than within thirty days, counted from the day on which the Customer and/or Guest has placed his order.

13.2 The delivery terms submitted by Hotel & Wellness Zuiver are indicative and can never be considered strict time limits. In case of late delivery, Hotel & Wellness Zuiver must be declared in default within two business days in writing by the Customer and/or Guest. The Customer and/or Guest will have to grant Hotel & Wellness Zuiver a reasonable term in such case to still comply with its obligations. The overrunning of the established delivery time in no event confers the right to compensation of damages.

13.3 If delivery of the Products ordered by the Customer and/or Guest is not possible because the Product is not available, the Customer and/or Guest will be accordingly informed by Hotel & Wellness Zuiver as soon as possible. Within thirty days after this notification, Hotel & Wellness Zuiver will refund what was paid by the Customer and/or Guest to the Customer and/or Guest.

13.4 In case the Products are not received by Customers and/or Guests, Hotel & Wellness Zuiver has the right to store the relevant Products entirely at the expense and risk of the Customer and/or Guest.

13.5 At the moment that the Customer and/or Guest receives the Products, the risk of damaging and/or the going missing of the Products is transferred to the Customer and/or Guest.

14. INSPECTION AND COMPLAINT OBLIGATION FOR PRODUCTS

14.1 The Customer and/or Guest is obligated to check the Products immediately after delivery for any possible shortcomings and/or damaging. Any possible shortcomings and/or damaging must within two business days after delivery be brought to the knowledge of Hotel & Wellness Zuiver by the Customer and/or Guest, failing which Hotel & Wellness Zuiver has the right not to take complaints concerning under advisement.

14.2 The Customer and/or Guest can in any case no longer enforce any claims if the notification to Hotel & Wellness Zuiver occurs later than two business days after the moment that the Customer and/or Guest could reasonably have discovered the possible shortcomings and/or damaging.

14.3 The returning of the Products to Hotel & Wellness Zuiver can only occur after the prior written consent of Hotel & Wellness Zuiver. In case of returns, the Products must be in their original condition and in the original packaging. The costs of returning are borne by the Customer and/or Guest.

14.4 If the complaint is deemed legitimate by Hotel & Wellness Zuiver, Hotel & Wellness Zuiver has the option, without being bound to provide any further compensation of damages, to either replace the relevant Products, or to issue a credit note for the Products up to a maximum of the invoice value.

14.5 The presence of a shortcoming and/or damaging as intended in this article, does not grant the Customer and/or Guest the right to suspend the payment obligations.

15. GUARANTEES ON PRODUCTS

15.1 Unless established otherwise in writing, Hotel & Wellness Zuiver does not guarantee any other characteristics than those that are included in the descriptions and specifications applied by it.

15.2 The warranty is not effective or lapses in case:

- a. it regards minor differences in quality, dimensions, finishing, or color that are customary in the sector or are technically unavoidable;
- b. the Customer and/or Guest has not complied with what is established in article 14 of these Terms and Conditions;
- c. the Customer and/or Guest has not strictly observed the instructions and regulations of Hotel & Wellness Zuiver or the manufacturer and/or supplier of the Products regarding the manner of storage and use of the Products;
- d. the Customer and/or Guest has not complied with all his obligations flowing from the Purchase Agreement.

15.3 If Hotel & Wellness Zuiver delivers Products to the Customer and/or Guest that Hotel & Wellness Zuiver has obtained from its suppliers, Hotel & Wellness Zuiver is never bound by any further guarantee or liability with respect to the Customer and/or Guest than what Hotel & Wellness Zuiver can claim entitlement to vis-a-vis its suppliers.

Department 3 SERVICES AGREEMENTS AND PURCHASE AGREEMENTS

16. LIABILITY AND LIMITATION OF LIABILITY

16.1 Hotel & Wellness Zuiver is liable for damage that the Customer and/or Guest incurs and which is the result of a shortcoming in complying with the Agreement that is attributable to Hotel & Wellness Zuiver. Only eligible for compensation, however, is damage against which Hotel & Wellness Zuiver is insured or should reasonably have been insured - given the nature of the enterprise of Hotel & Wellness Zuiver and the market it operates in - and only up to the amount that the insurer disburses in such case as may occur.

16.2 Not eligible for compensation is:

- a. pecuniary damage, such as - though not limited to - business damage, consequential damage, delay damage, and lost profit;
- b. damage that has occurred through the action or omission of the Customer and/or Guest or third parties in violation of the instructions provided by Hotel & Wellness Zuiver or the manufacturer and/or supplier of the Products or respectively in violation of the Agreement and/or the Terms and Conditions;
- c. damage as a direct consequence of incorrect, incomplete and/or inaccurate information provided by or on behalf of the Customer and/or Guest to Hotel & Wellness Zuiver.

16.3 If:

- a. it is not possible or not possible against reasonable conditions for Hotel & Wellness Zuiver at the time of adoption of the Agreement to take out an insurance as intended in article 16.1 or subsequently to extend it against reasonable conditions;
- b. the insurer does not proceed with the disbursement of the relevant damage;
- c. the relevant damage is not covered by the insurance;

the compensation of the damage is limited to three times the amount that is established by Hotel & Wellness Zuiver for the Agreement (exclusive of VAT) with the Customer and/or Guest, with a maximum of € 1,000 (one thousand euros).

16.4 The Customer and/or Guest safeguards Hotel & Wellness Zuiver against all third-party claims on account of damage that has occurred through or in connection with Services conducted and/or Products delivered by Hotel & Wellness Zuiver, to the extent Hotel & Wellness Zuiver would not be liable either vis-a-vis the Customer and/or Guest for such damage.

16.5 Without prejudice to what is established in article 8.5, Hotel & Wellness Zuiver is not liable for the damaging or loss of Goods that have been taken to the hotel by a Guest who is staying there. The Business Customer safeguards Hotel & Wellness Zuiver against claims of Guests in the matter. What is established here does not apply to the extent the damaging or the loss can be attributed to the willful intent or gross fault of Hotel & Wellness Zuiver.

16.6 If to Goods given for safekeeping by Customers and/or Guests, for which a fee is billed as intended in article 8.5, damage arises, Hotel & Wellness Zuiver is obliged to compensate the damage to these Goods as a result of damaging or the going missing. Compensation of damage is never due regarding Goods present inside the Goods handed over.

- 16.7** If Hotel & Wellness Zuiver receives and/or accepts for safekeeping Goods from Customers and/or Guests or if Goods in any manner whatsoever, wherever and by whomsoever are deposited, kept and/or left behind without in Hotel & Wellness Zuiver stipulating any compensation for this, then Hotel & Wellness Zuiver is never liable for damage to those Goods or damage arisen in any manner whatsoever in connection with those Goods, barring if and to the extent the damage is the direct consequence of the willful intent or gross fault of Hotel & Wellness Zuiver.
- 16.8** For damage to or with vehicles of Customers and/or Guests, Hotel & Wellness Zuiver is never liable, barring if and to the extent the damage is the direct consequence of the willful intent or gross fault of Hotel & Wellness Zuiver.
- 16.9** Customers and/or Guests are liable towards Hotel & Wellness Zuiver for all direct and indirect damage that has arisen and/or will arise for Hotel & Wellness Zuiver and/or for any third party involved by or on behalf of Hotel & Wellness Zuiver in the implementation of the Services as a direct or indirect consequence of an attributable shortcoming (non-performance) and/or unlawful action vis-a-vis Hotel & Wellness Zuiver, also including violation of the house rules, committed by the Customer and/or de Guest and/or those accompanying him/them, as well as for all damage that was caused by any animal and/or any substance and/or any matter that they are the holder of or that they have the supervision of.

17. FORCE MAJEURE

- 17.1** As force majeure for Hotel & Wellness Zuiver, which makes that such shortcoming as may be caused by it cannot be attributed to Hotel & Wellness Zuiver, will count any foreseen or unforeseen, foreseeable or unforeseeable circumstance that hampers the implementation of the Agreement by Hotel & Wellness Zuiver to such a degree that the implementation of the Agreement becomes impossible or objectionable, such at the discretion of Hotel & Wellness Zuiver.
- 17.2** By force majeure as intended in article 17.1 is intended in any case – therefore not exclusively – a shortcoming as a result of (a) issues at and/or serious disruptions of the production process at suppliers, also including utilities companies, (b) non-delivery of necessary materials by third parties, (c) the willful intent or gross fault of auxiliary persons, (d) work strikes, (e) excessive illness absenteeism of staff, (f) fire, (g) special weather conditions (such as flooding), (h) government measures (both at a national and at an international level), including import and export bans and import and export restrictions, (i) war, mobilization, upheavals, riots, state of emergency, (j) sabotage, (k) traffic stoppages, (l) machine breakdown and/or (m) transport delays.
- 17.3** In case of force majeure, Hotel & Wellness Zuiver has the option to either suspend the implementation of the Agreement until the situation of force majeure has ceased to exist, or to rescind the Agreement completely or in part, whether or not after initially having opted for suspension. The Customer and/or Guest in either case is not entitled to any compensation of damages. If the period during which compliance with the obligations due to the force majeure is impossible for Hotel & Wellness Zuiver lasts for more than thirty (30) days, then also the Customer and/or Guest is authorized to rescind partially (for the future) the Agreement, under the proviso that Hotel & Wellness Zuiver has the right in conformity with article 17.4 to send an invoice for the Services already conducted. In case of partial rescission, no obligation pertains to compensate (any possible) damage.
- 17.4** If Hotel & Wellness Zuiver upon entry into force of the force majeure has already complied partially with its obligations or is only able to comply partially with its obligations, it has the right to invoice

that part separately and the Customer and/or Guest is bound to settle this invoice as if it regarded a separate Agreement.

18. LOST AND FOUND

18.1 Goods lost or left behind at the building and the appurtenances of Hotel & Wellness Zuiver that are found by a Customer and/or Guest must be handed in by him with due speed at Hotel & Wellness Zuiver.

18.2 Of Goods the rights holder of which has not reported to Hotel & Wellness Zuiver within sixty (60) days after they were handed in at Hotel & Wellness Zuiver, Hotel & Wellness Zuiver acquires the property.

18.3 If Hotel & Wellness Zuiver sends Goods left behind by the Customer and/or Guest to him, such occurs entirely at the expense and risk of the Customer and/or Guest. Hotel & Wellness Zuiver is never obliged to send such matters.

19. INTELLECTUAL AND INDUSTRIAL PROPERTY

19.1 All (intellectual and industrial) property rights, also including, though not limited to, copyrights and databank rights, to all Goods and/or the results of Services also including, though not limited to, manuscripts, models, drawings, designs, documentation, photographic recordings, films, information carriers, devices, and software (in object- and source code), data and data files, molds and dies, that are the object of and/or flow from and/or were used upon compliance with the obligations from the Agreement between Hotel & Wellness Zuiver and the Customer and/or Guest lie with Hotel & Wellness Zuiver. If said rights do not lie with Hotel & Wellness Zuiver, then the Customer and/or Guest is bound upon first request to render all assistance for the transfer of the relevant right to Hotel & Wellness Zuiver.

20. PROCESSING OF PERSONAL DATA

20.1 If Hotel & Wellness Zuiver processes or lets process personal data (as intended in Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 regarding the protection of natural persons in connection with the processing of personal data and regarding the free movement of those data (the 'GDPR')), then Hotel & Wellness Zuiver will comply with regard to the processing of these data with the applicable legislation and regulations, also including, though not limited to, the GDPR. Hotel & Wellness Zuiver is designated in such case as the data controller as intended in the GDPR.

20.2 Hotel & Wellness Zuiver will not use the personal data for any other purpose than the implementation of the Agreement and will not process more personal data than is strictly required for this. Hotel & Wellness Zuiver takes appropriate technical and organizational measures as intended in the GDPR.

20.3 Hotel & Wellness Zuiver will not, otherwise than in order to implement the Agreement, share the relevant personal data with third parties or grant third parties access (actively or passively) to these personal data and Hotel & Wellness Zuiver will not, otherwise than in order to implement the Agreement, involve any third parties in the processing of the personal data without the written consent of the Customer and/or Guest. The data will not be processed outside the European Union.

20.4 Hotel & Wellness Zuiver fulfills its own obligations and renders assistance to the Customer and/or Guest to comply with his obligations flowing from the GDPR. This in any case includes the rights

of the Customer and/or Guest (a data subject as intended in the GDPR), also including, though not limited to, the right of perusal and the right to the deletion of data.

20.5 A possible violation of the obligations flowing from this article 20 and the GDPR will immediately be reported by Hotel & Wellness Zuiver to the Customer and/or Guest. Hotel & Wellness Zuiver will keep a processing register in which all possible breaches are recorded.

20.6 Upon termination of the Agreement, Hotel & Wellness Zuiver will either return the personal data as intended in article 20.1, at the option of the Customer and/or Guest, in their entirety or partially, to him, or delete them.

21. RESCISSION

21.1 In case the Customer and/or Guest does not or in part does not comply with one or any of his obligations on account of the Agreement, the Customer and/or Guest falls legally into default and Hotel & Wellness Zuiver will have the right to unilaterally rescind the Agreement completely or in part, without any further default notice and without judicial intervention, by way of a written notification to the Customer and/or Guest and/or to suspend its obligations on account of the Agreement, without Hotel & Wellness Zuiver being bound to provide compensation of damages and without prejudice to any such rights as may fall to Hotel & Wellness Zuiver, also including the right to full compensation of damages. All claims that Hotel & Wellness Zuiver may have or acquire in these cases on the Customer and/or Guest will be instantly and fully exigible.

21.2 In case of bankruptcy, suspension of payments, immobilization, liquidation/decease or takeover or any state comparable thereto of (the enterprise of) the Customer and/or Guest, or if the Business Customer ceases his enterprise or if the law on the restructuring of debt for natural persons ('WSNP') becomes applicable to the Consumer/customer, or if an attachment is levied on a significant part of the assets of the Customer and/or Guest, or if the Customer and/or Guest no longer must be deemed to be able to comply with the obligations from the Agreement, the Customer and/or Guest falls legally into default and Hotel & Wellness Zuiver will have the right to unilaterally rescind the Agreement entirely or in part, without any further default notice or judicial intervention, by way of a written notification without Hotel & Wellness Zuiver being bound to provide any compensation of damages and without prejudice to its further rights, also including the right of Hotel & Wellness Zuiver to full compensation of damages.

22. FINAL PROVISIONS AND LIMITATION PERIODS

22.1 Hotel & Wellness Zuiver is authorized at all times to apply modifications to these Terms and Conditions. Modifications enter into effect at the time of entry into force announced via the website www.zuiveramsterdam.nl. Hotel & Wellness Zuiver will timely provide the modified Terms and Conditions to Customers and/or Guests. If no time of entry into force has been announced, modifications will become effective vis-a-vis Customers and/or Guests as soon as the modification has been announced to them.

22.2 The invalidity of one or more of the clauses in these Terms and Conditions leaves unaffected the validity of all other clauses. If a clause in these Terms and Conditions turns out to be invalid for whatever reason, then parties are deemed to have established a valid substitute clause that approximates the invalid clause as much as possible as to purport and scope.

22.3 A failure of a party in case of an Agreement to exercise a right on account of an Agreement or the postponement thereof will not count as the waiver of such a right, unless it is established otherwise in the Terms and Conditions or the Agreement. The simple or partial exercise of a right

on account of any Agreement by a party will not exclude another or further exercise of that right or of other rights, unless it is established otherwise in the Terms and Conditions or the Agreement.

22.4 Notifications to Hotel & Wellness Zuiver in the context of an Agreement and/or the provision of Services and/or the sale and delivery of Products must occur in writing to the mail address published by Hotel & Wellness Zuiver on the website www.zuiveramsterdam.nl. Notifications to Customers and/or Guests must occur in writing to the mail address provided by the Customer and/or Guest in the context of the entry into the most recent Agreement.

22.5 Without prejudice to provisions of mandatory law, legal claims and other authorities of the Customer and/or Guest, on any account whatsoever, vis-a-vis Hotel & Wellness Zuiver in connection with Services provided and/or Products delivered lapse after twelve (12) months after the date on which the Customer and/or Guest became aware or could reasonably have been aware of the existence of these rights and authorities, while on such account no written claim was submitted to Hotel & Wellness Zuiver before the expiry of this term.

22.6 Without prejudice to provisions of mandatory law, in case a written claim has been submitted within the term indicated in article 22.5 by the Customer and/or Guest to Hotel & Wellness Zuiver in connection with Services provided by it and/or Products delivered, any legal claim concerning of the Customer and/or Guest also lapses, if Hotel & Wellness Zuiver is not sued within a term of four (4) months after the receipt of the relevant written claim before the court of law that is competent on grounds of article 23 of the Terms and Conditions.

23. APPLICABLE LAW AND DISPUTES

23.1 These Terms and Conditions are governed by Netherlands legislation.

23.2 All disputes, of any nature whatsoever - also including those that are only deemed such by one of the parties - that may arise in connection with the Agreement or with the agreements that are the result thereof, between Hotel & Wellness Zuiver and the Customer and/or Guest, will be settled, to the exclusion of the competency of any other institution, by the court of law of Noord-Holland, location Amsterdam, unless a Consumer/customer within one month after Hotel & Wellness Zuiver has appealed to this clause in writing towards the Customer and/or Guest, chooses for the settlement of the dispute the court of law that is competent according to the law.

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