

## General Sales & Supply Terms and Conditions A-Booth B.V.

As a company established in the Netherlands these General Terms and Conditions of A-Booth B.V. are translated from the Dutch language. In case of conflict, incorrect translations of the text and/ or legal language and concepts or any other reason that gives rise to any misunderstanding about their content and/or meaning, the original Dutch version is leading.

### Article 1 - Definitions

#### 1.1

In these General Terms and Conditions of A-Booth B.V. is understood by the following terms:

**A-Booth B.V. (hereinafter to be referred to as A-Booth)** - established in Oostzaan, the Netherlands. Registered at the Chamber of Commerce under number 37082463. Validly represented by its directors P.C.T. Noordman and J.K. Snoeij;

**Client** - any natural or legal person who comes into contact with A-Booth in connection with a possible Agreement to be concluded or who has concluded an Agreement with A-Booth;

**Agreement** - agreement between A-Booth and the Client on the basis of which A-Booth carries out an Order on behalf of the Client;

**Order** – task or assignment to be carried out by A-Booth under the customer Agreement, including the provision of services and business on a sales and/or rental basis;

**Design** - work that A-Booth has done in preparation for the execution of the assignment, such as making drawings, sketches, models and maquettes;

**Party** - A-Booth or Client separately;

**Parties** - A-Booth and Client jointly;

**General Conditions** - the present General Conditions, dated March 2019;

**IP (Intellectual Property) rights** - rights to intellectual creations. As for example: copyright, trademark - and design rights, patents, etc.;

**Written** - all expressions in writing, or stated in an e-mail.

### Article 2 - Applicability

#### 2.1

The General Terms and Conditions apply to all offers, quotations and Agreements, as well as to all other legal relationships between the Parties in this regard.

#### 2.2

Any deviations from or additions to the General Terms and Conditions are only valid if explicitly agreed upon in writing by the Parties. The agreed deviations or additions apply only once. If another Agreement is concluded between the Parties at a later date, the present version of the General Terms and Conditions will apply.

#### 2.3

If a provision of the General Terms and Conditions is invalid, is nullified or cannot be invoked by the Parties on other grounds, A-Booth has the right to replace this provision with a valid and enforceable provision, the purpose and scope of which of the original provision is taken into account as much as possible. In that case, the remaining provisions remain fully in force.

#### 2.4

If there appears to be a discrepancy between the content of the different language versions of these General Terms and Conditions, the text of the Dutch version prevails over the translated version.

### Article 3 - Offers, formation of Agreement and obligations of the Client

#### 3.1

Unless stated otherwise in the quotation, all quotations are valid for 30 (thirty) days.

#### 3.2

Quotations are at all times released in writing.

#### 3.3

The agreement is only concluded if the offer is accepted in writing within the period specified in paragraph 1 and this acceptance has reached A-Booth within the period referred to in 3.1.

#### 3.4

If at the acceptance reservations and/or changes have been made in relation to the

quotation originally issued by A-Booth, the Agreement will -other than stated in paragraph 3 of this article- only take into effect when A-Booth has notified the client in writing that they agree with these reservations and/or deviations.

### 3.5

An offer of A-Booth consists of one or more impressions, a description of the assignment and an overview of building specifications with prices per item and/or part. The overview of building items and their specifications is leading in terms of the content of the offer, what is and is not included. This regardless of the fact that the impression(s) show a different overall picture or part/item and/or the description of the assignment differs from the specifications.

### 3.6

A description of the assignment is part of the offer. If the description offers options for the manner in which the assignment will be performed, then the Client must inform A-Booth before or upon acceptance of the quotation about the choice(s) made. If the Client's choice(s) is made known after acceptance of the offer, then A-Booth is not bound by this until we agree specifically to it. A-Booth is not liable for any damage to the Client in case A-Booth does not agree with the choice(s) made by the Client after acceptance of the offer.

### 3.7

Any additional agreements or changes made later, as well as (verbal) commitments and/or agreements with subordinates and/or employees of A-Booth, do not bind A-Booth until and to the extent that they have been confirmed in writing by A-Booth.

### 3.8

Client ensures that A-Booth in time will have access to all relevant and necessary information, documents and data necessary to carry out the assignment. Customer is liable for the damage that A-Booth suffers and any additional charges that have and/or will incur(red) as a result of not being able to be provided with the aforementioned information.

### 3.9

Unless the Parties agree otherwise in writing, A-Booth is not obliged to check for accuracy

the assignment and/or communications, drawings, calculations etc. from the Client and -if applicable- the functional suitability of the materials prescribed by or on behalf of the Client. Client guarantees that the information provided by him to A-Booth is correct and complete. Drawings and calculations are always provided by the Client with the date on which they were issued.

### 3.10

A-Booth is never liable for shortcomings in the service that are the result of incorrect or incomplete information from the Client. The Client is liable for damage resulting from the fact that the information provided by the Client to A-Booth is incorrect or incomplete. Client protects A-Booth of any claim from third parties regarding the use of drawings and calculations provided by or on behalf of him.

### 3.11

A-Booth confirms, if practically possible, agreed additional work in writing prior to its implementation. If a reasonable period of time is lacking, the extra work is immediately executed and calculated afterwards. Objections to the contents of the written confirmation must be submitted in writing to A-Booth. If the period between the confirmation of the additional work by A-Booth and the performance thereof is less than 8 (eight) days, the Client must submit written objections to the additional work at the latest before the performance of it. If any objection is not lodged within the said time limit, the accuracy of the written confirmation is deemed to have been accepted by the Client.

### 3.12

Unless the Parties have agreed otherwise in writing, additional work will be carried out at the prices that apply at the conclusion of the Agreement, with due observance of Article 5 of the General Terms and Conditions.

### 3.13

Additional work may also consist of the cleaning, repair and/or replacement of substantially contaminated materials such as furniture, wall elements, etc. and/or the loss of materials made available.

#### **Article 4 - Cancellation, dissolution or modifying**

##### 4.1

In the event of full or partial cancellation of an Agreement by the Client, A-Booth is authorized to invoice all costs which are already made in the context of its implementation, with a minimum of 30% of the total offered amount, to the Client.

##### 4.2

The Agreement is dissolved without judicial intervention and without any notice of default being required at the time that the Client is declared bankrupt, applies for a moratorium, or by seizure, under guardianship or otherwise the power of disposition over its assets or parts thereof loses.

##### 4.3

As a result of the cancellation, A-Booth's claims become immediately claimable. The Client is liable for the damage suffered and to be suffered by A-Booth. This may include loss of profit, consequential damage and transport costs necessary for the (return) acquisition of legally valid properties.

##### 4.4

If an Agreement is amended at the request of the Client and in mutual consultation, A-Booth is entitled to charge the additional costs caused by this change to the Client. The originally agreed delivery time will no longer apply in the event of a change.

##### 4.5

A-Booth can only cancel an offer or an Agreement if it notifies the Client in writing about the intended cancellation no later than 30 (thirty) calendar days from the date the offer was made, or within 8 (eight) days after the date on which the Agreement has been concluded.

##### 4.6

In the event of partial cancellation, the quotation or Agreement will remain intact for the remainder.

#### **Article 5 - Prices**

##### 5.1

The prices for the assignment are the prices as stated in the quotation, unless circumstances arise after the conclusion of the Agreement

but before the execution of the Assignment that leads to a change in the prices.

##### 5.2

Unless otherwise stated in writing, the prices of A-Booth are :

- including work preparation and transport;
- based on working hours during regular working times;
- unless otherwise stated based on rent and for a maximum period of 10 days;
- based on the level of purchase prices, freight costs, insurance premiums and other costs applicable at the time the offer was made;
- based on delivery from the A-Booth 's business address, warehouse or other storage location;
- based on the wages, salaries and social security charges applicable at the time the offer was made;
- based on the prices of raw materials and consumables applicable at the time of the offer;
- based on the prices charged by third parties to A-Booth at the time of the offer;
- all costs charged to A-Booth by third parties after the commencement of the assignment and within the scope of the assignment are for the account of the Client;
- unless stated otherwise excluding the costs of installation and consumption of electricity, water, compressed air, internet and other data connections and -lines;
- unless otherwise stated excluding the costs of alignment, disposal of waste other than from own materials, local environmental taxes and disposal charges and parking and/or entrance fees of A-Booth personnel and subcontractors involved;
- exclusive of any costs for the (mandatory) hiring of forklifts and other logistical means for loading, unloading and transporting materials at the event location, if the location or organizer of the event has an exclusive supplier for this;

- excluding any costs associated with the storage and/or the delivery and supply of packaging and/or (transport) means and (residual) materials during the duration of the exhibition;
- exclusive of VAT and import and export duties, other taxes, levies and duties in the Netherlands and abroad at that time;
- stated in Euros. Possible exchange rate changes are charged.

### 5.3

If there is a change of circumstances or if an increase of one or more cost price-determining factors occurs after the quotation has been issued, A-Booth is entitled to pass on this change to the Client. A-Booth is only entitled to do this insofar as the increase A-Booth could not reasonably have known at the time the offer was made. A-Booth announces a change in the agreed price in writing, stating the additional costs.

### 5.4

If A-Booth increases agreed prices as referred to in paragraph 3 of this Article, the Client is entitled to dissolve in whole or partially the Agreement within eight (8) days after the date on which A-Booth has made the statement in writing, by registered letter and therefore without judicial intervention. In that case, A-Booth is not entitled to compensation. If A-Booth has already partially fulfilled its obligations under the Agreement, it is entitled to separately invoice the already delivered or the deliverable part and the Client is obliged to pay this invoice.

### 5.5

In the case of compound quotes, there is no obligation to deliver part of the total performance at the amount stated for this part in the quotation or at a proportional part of the price quoted for the whole.

## **Article 6 - Costs and reimbursements**

### 6.1

If no agreement is concluded, but the Client wishes to make use of the Design in whole or partially in-house or by third parties, it only is permitted if therefore A-Booth provides a written permission and if the Client has paid a

fee from which the level is determined by A-Booth.

## **Article 7 - Special Agreement, orders through (online) manual**

### 7.1

For every order submitted by means of a paper or online/digital/Internet manual, the full name and address details of the authorized representative of the exhibitor must be send along. The order must also be provided with a date indication and signature. Orders with incomplete name and address or without signature will not be processed by A-Booth.

### 7.2

Upon receipt of the signed order, it will be confirmed upon acceptance by sending an invoice. For this invoice a payment period applies that expires before the opening of the event in question and insofar as the invoice date is more than 30 days before the opening of the event, within 30 days after the invoice date. Which is defined in Article 11 of these Terms and Conditions remain in full force.

### 7.3

For orders that arrive after the expiry date of the early bird discount included in each manual, A-Booth makes a reservation regarding the availability of the desired color, shape, size and/or number of the ordered item. If the desired item is not available, an alternative that is as similar as possible will be offered at the same rate if possible. A-Booth will make every effort to deliver orders that are done during the period available for the exhibition's set-up, the following morning before the opening of the event at the stand.

### 7.4

If an order is canceled before the expiry date of the 'early booking' discount stated in the manual, an administration fee of 10% of the item (s) concerned will be charged;

### 7.5

If an order is canceled after the expiry date of the 'early booking' discount stated in the manual, no refund will be granted.

### 7.6

All prices stated in a manual are, unless stated otherwise, exclusive of VAT and based on rent.

## **Article 8 - Delivery**

### 8.1

The delivery of the agreed services and business starts, as referred to in Article 3.3 of these Terms and Conditions, at the in the offer or written confirmation mentioned specified date and/ or time.

### 8.2

The delivery times specified by A-Booth are not strict deadlines. The specified delivery times are based on the working conditions applicable at the time of sending the quotation or the confirmation referred to in Article 3 of these General Terms and Conditions. If delay arises through no fault of A-Booth, the delivery time will be extended as necessary. The delivery time is also extended if the delay on the part of A-Booth has arisen as a result of the not fulfillment by Client of any obligation arising from the Agreement or of the lack of required cooperation by the Client.

### 8.3

If delivery cannot take place in the agreed manner due to causes attributable to the Client, A-Booth is entitled to charge the costs that this entails to the Client.

## **Article 9 - Inspection and completion of the assignment**

### 9.1

Client is obliged to inspect whether the assignment has been carried out in accordance with the description of the assignment. A-Booth brings Client verbally or be informed in writing when it expects the assignment to be fully completed and when the inspection will take place.

### 9.2

Complaints must be reported to A-Booth immediately during the inspection. If the complaint is considered to be correct, A-Booth will proceed to repair within a reasonable period of time. After this a new inspection will take place in accordance with the provisions of article 8.1.

### 9.3

The contract is considered completed and accepted by the Client if the Client is not present on time at the agreed time, the principal fails entirely to attend the

forthcoming inspection or if no complaints are made known during the inspection.

### 9.4

A-Booth is entitled to assume that the representant present at completion and transfer of the assignment is legally representing the Client.

## **Article 10 - Property**

### 10.1

Unless otherwise agreed in writing, the items delivered in the context of the performance of the Order and/or the items made available after completion of the Order remain the property of A-Booth.

### 10.2

Unless agreed otherwise, the Client is obliged to return to A-Booth the goods as described in paragraph 1 of this Article at their own expense and within 12 (twelve) hours after the event under which the goods were hired. The goods must be in the same condition as they were on delivery.

### 10.3

If the Parties have agreed that the ownership of goods delivered under the Agreement will be transferred to the Client, the transfer of ownership is effected on the date Client has fully complied with its (payment-) obligations under the Agreement and any claims arising from non-compliance with this Agreement, including the resulting damage, interest and costs.

### 10.4

During the period as referred to in paragraph 3 of this article, the Client is forbidden to alienate, pledge or otherwise encumber, rent, lend or otherwise bring the delivered goods out of its control, except in the case of within the framework of his normal business operations. Client is obliged to store the delivered goods with due care and as recognizable property of A-Booth. The Client is furthermore obliged to adequately insure the delivered goods during this period.

### 10.5

A-Booth is entitled to immediately retrieve the goods delivered (or have them retrieved) from the place where they are located, if the Client fails to meet its obligations as referred to in paragraph 3 of this article. The Client will

cooperate fully with this and irrevocably authorizes A-Booth to enter all locations where the properties of A-Booth are located. All costs associated with the retrieval of those items will be borne by the Client. A-Booth is also entitled to recover any damage to goods from the Client or to charge the Client for any depreciation of goods.

10.6

If third parties assert rights to goods delivered by A-Booth subject to retention of title or the Client knows that third parties intend to assert their rights to the aforementioned goods, the Client will immediately inform A-Booth of this in writing. Client is also obliged to notify the confiscator or a third party that the relevant products are the property of A-Booth and provide A-Booth with a copy thereof.

## **Article 11 - Billing and payment**

11.1

Unless in writing otherwise agreed, payment will be made within 30 (thirty) days after the invoice date.

11.2

A-Booth is entitled to demand full or partial payment in advance from the agreed price from the Client. Payment of this advance must be made within the payment term stated on the invoice. As long as the requested advance payment has not been made, A-Booth is not obliged to (further) implement the Agreement.

11.3

Payment is made without discount or set-off, unless a counterclaim is explicitly acknowledged by A-Booth or has been irrevocably established in law.

11.4

For payments by credit card, the total order amount excl. VAT is raised with 6% administration costs.

11.5

If, after sending the (partial) invoice, the Client requests an adjustment thereof, an administration fee of € 50.00 per change will be charged.

11.6

If the payment obligation as referred to in paragraphs 1 and 2 of this article is not met on time, the Client will be in legal default. In that case, A-Booth is entitled to suspend its

obligations under the Agreement or to dissolve the Agreement in whole or in part. Suspension can, depending on what stage the project is, include not commencing the execution of the work, termination, block the delivery of ordered products and services, or get them returned, or the delivery of a part or the entire work is canceled.

In addition, A-Booth is entitled, without further notice or notice of default, over the period in which the Client is in default to charge an interest of 1.5% per month on the claimable amount, unless the statutory (commercial) interest is higher, in which case that interest applies. Part of a month will be hereby considered as an entire month.

11.7

A-Booth's claim for payment by the Client is immediately due and payable as soon as:

- a. the payment term has been exceeded;
- b. The client has been declared bankrupt or a request has been made for this or a moratorium has been requested;
- c. Client (company) is dissolved or liquidated;
- d. Client (natural person) makes the request to be admitted to the judicial debt restructuring, is placed under guardianship or dies.

11.8

All judicial and extrajudicial costs A-Booth is due to the breach by Client of his (payment-) obligations are borne by the Client.

11.9

As security for payment of all that the Client owes to or for the benefit of A-Booth, A-Booth has a right of retention on all goods of the Client that have been made available under one or more Agreements between Parties and which have the subject to create a design, the storage of parts and goods and/or the execution of (construction and dismantling) activities. This also applies to goods and materials that have been used in the execution of the work or that are exhibited therein, on it, to it or thereby.

## **Article 12 - Risk**

12.1

Client ensures that A-Booth is getting timely access to the venues and facilities necessary

for the fulfillment of the contract. Canceling or not participating in the event is at the expense and risk of the Client. In that case, the Client is obliged to reimburse the costs incurred by A-Booth as well as lost profit.

#### 12.2

After completion of the assignment, the delivered goods will be fully for the account and risk of the Client. The risk is transferred back to A-Booth at the time of delivery by the Client to them in accordance with the provisions of Article 9.2 of these General Terms and Conditions (obligation to inspect A-Booth's returned goods, right to complain, incl. offer reasonable period for possibility of recovery).

#### 12.3

The Client is obliged to immediately inform A-Booth of any loss, theft, loss or damage with regard to the goods delivered under the assignment and is obliged to fully compensate the damage caused to those goods, regardless of the cause thereof.

#### 12.4

The compensation amounts to the actual damage of A-Booth based on the replacement value, without prejudice to the further liability of the client for damage arising on the part of A-Booth due to non-delivery, late delivery or improper delivery of the work.

#### 12.5

Unless explicitly agreed otherwise in writing, the transport takes place upon delivery to A-Booth as referred to in Article 9.2 of these General Terms and Conditions at the expense and risk of the Client. In that case, A-Booth's liability for any damage is limited to a maximum of € 100 per m<sup>3</sup>.

#### 12.6

Goods of the Client, which are intended to be used in the execution of the assignment, must be made available by the Client in a timely manner at the address of A-Booth or at the place where the assignment must be completed by A-Booth. Client is responsible for all damage that A-Booth suffers as a result of non-delivery, late or improper provision of the aforementioned items, regardless of the cause thereof.

#### 12.7

The items of the Client or of a third party in the event of a lease that are intended to be used in

the performance of the assignment, as well as the items of the Client or a third party that are intended to be used in, at, on or with the goods delivered based on the Agreement will only be carried by A-Booth, if agreed in writing. The costs of this transport will be borne by the Client, unless agreed otherwise in writing.

#### 12.8

The transport of the items referred to in Article 11.5 of these General Terms and Conditions, including loading and unloading, is entirely for the account and risk of the Client.

#### 12.9

In the cases that the goods of the Client are transported by A-Booth at the same time as the goods of the latter, the Client is liable for all damage that occurs to goods, means of transport or persons employed by A-Booth as a result of any defect in the goods of the Client.

#### 12.10

The storage of goods described in paragraph 4 and 5 of this article in the area where the event place takes place is for full expense and risk of the Client.

#### 12.11

The costs of packing and unpacking, assembly and disassembly of the items referred to in paragraph 4 of this article are at the expense of the Client.

#### 12.12

If the storage of the goods acquired by the Client pursuant to Article 9.3 of these General Terms and Conditions at A-Booth forms part of the Agreement, the storage of the goods will be entirely for the account and risk of the Client. A-Booth is not liable for damage suffered by the Client as a result of loss, theft or damage to the goods. The Client will indemnify A-Booth of all third party claims in respect of any damage resulting from the Client owned goods in storage at A-Booth.

### **Article 13 - Special usage instructions for rental materials and furniture**

#### 13.1

To prevent damage to materials and furniture, the following rules must be observed:

- it is not permitted to drill, screw, staple and nail in shell scheme construction or furniture;
- it is not permitted to saw holes of a larger diameter in wood construction walls or to install them in another way (for example for cable entry);
- it is also not allowed to write on materials and furniture with ballpoint pens, markers, pencils, etc.;
- the system building walls and the aluminum frames must not be covered with double-sided tape or other fastening materials, if these leave behind adhesive residue upon removal. If the latter is nevertheless the case, the adhesive residues must be removed by the exhibitor;
- It is not permitted without intervention of A-Booth to shorten, nail or screw in materials or apply any other processing. It is also not permitted to dismantle the work in whole or in part without the intervention of A-Booth.

#### 13.2

Any repair costs and costs of cleaning that must be made by A-Booth afterwards for the removal of posters, stickers, tape, glue residues, etc. will be charged to the exhibitor. In the case of damage to materials such that they can no longer be reused, the replacement value per unit will be charged. Additional work or claims that are less than € 115.00 are increased by € 25.00 administration costs.

#### 13.3

Damage or the costs of cleaning of rented furniture will be charged to the client. For loss or theft of goods left in or out of from A-Booth rented furniture, A-Booth is not liable.

### **Article 14 - Liability**

#### 14.1

A-Booth is only liable for direct damage to the Client arising during or on the occasion of the implementation of the Agreement. The total liability of A-Booth is limited to compensation for maximal the amount agreed upon for the contract price (excl. VAT).

#### 14.2

A-Booth is never liable for indirect damage to the Client. Indirect damage includes, but is not limited to. the following: consequential damages, lost profits, loss of goodwill, losses and costs incurred as well as lost orders and assignments, lost savings, damage production or business interruption or stagnation.

#### 14.3

In particular, A-Booth is never liable for the operation, content of or rights to (computer) programs, software, manuals , product manuals and any damage resulting from this. To this end, A-Booth pursues an active policy arising from the General Data Protection Regulation (AVG 2018) and for this purpose has an Information Security Policy and accompanying Privacy Statement.

Liability is also excluded for damage as a result of a technical malfunction, power failure, the inaccessibility of a database, improper use or misuse by the Client and/or any other user thereof.

#### 14.4

A-Booth is not liable for damage caused by its employees and/or third parties engaged in the execution of the Agreement for whom it is liable by law.

#### 14.5

The limitations of liability included in this article do not apply if and insofar as A-Booth 's liability for the damage in question is insured and payment is made under the relevant insurance. If a deductible applies, the deductible will be deducted from the amount for which A-Booth is liable. However, A-Booth is not obliged to assert rights under that insurance if it is held liable by the Client.

#### 14.6

The claim for compensation from the Client is only due and payable after the Client has met all payment obligations towards A-Booth.

#### 14.7

The Client indemnifies A-Booth against all claims from third parties with regard to the goods delivered to the Client by A-Booth, regardless of the cause or the time at which the damage was suffered.

#### 14.8

The preceding provisions do not affect any liability on the basis of mandatory law.



## **Article 15 - IP (Intellectual Property) rights**

### 15.1

Unless otherwise agreed in writing, A-Booth retains IP rights, regardless of whether costs have been charged to the Client for their manufacture. This data and items may not be reproduced, copied, used or shown to third parties without the express prior written permission of A-Booth.

### 15.2

Client will never challenge or dispute the IP rights of A-Booth, nor attempt to register one or more of these rights or otherwise obtain protection of these rights in his favor.

### 15.3

Client will immediately inform A-Booth if it appears to him that a third party is (possibly) infringing on the intellectual property rights of A-Booth .

## **Article 16 - Force majeure**

### 16.1

Force majeure on the side of A-Booth is applicable if A-Booth is prevented from fulfilling its obligations under the Agreement due to circumstances beyond the control or risk of them arose, even though they could already have been foreseen at the time the Agreement came to existence. Force majeure includes war/danger of war, (threat of) terrorism, civil war, riot, revolution, molestation, fire, water damage, flood, government measures, import and export restrictions, defects to machinery, work strike, company occupation, exclusion, limited transport options due to weather conditions and traffic disruption, suppliers and/or sub-contractors of A-Booth who do not or not timely fulfill their obligations, disruptions in the supply of energy, water and (tele) communication services in the company of A-Booth and failure to fulfill his obligation by the organizer of the event or by the operator of the designated location.

### 16.2

As soon as a circumstance as referred to in paragraph 1 of this article occurs or threatens to occur, A-Booth will immediately inform the Client thereof, stating the expected consequences of that circumstance for the fulfillment of its obligations.

### 16.3

A-Booth has the right to suspend compliance with its obligations in the event and for the duration of a situation of force majeure. If the period of force majeure lasts longer than two months and fulfillment of the obligations arising from the Agreement by A-Booth is therefore not possible, the Parties are entitled to terminate the Agreement without there being any obligation to pay compensation in that case.

### 16.4

If completion of the Assignment due to force majeure is delayed to such an extent that completion of the Assignment cannot take place before the opening of the event, the Parties are entitled to terminate the Contract. A-Booth is then entitled to reimbursement of the costs it has incurred.

### 16.5

If, upon the commencement of the period of force majeure, A-Booth has already partially fulfilled its obligations under the Agreement or can only partially meet its obligations, it is entitled to separately invoice the already delivered and/or the deliverable part and the Client is obliged to invoice this invoice comply.

## **Article 17 - Applicable law and competent court**

### 17.1

These General Terms and Conditions, all Agreements and the resulting or related legal relationships between the Parties are governed by Dutch law.

### 17.2

The competent court in the district where A-Booth is established (Noord-Holland) has exclusive jurisdiction to hear all disputes between the Parties. Disputes between two facility suppliers will be settled by the competent court in the district where the claimant is domiciled.

Last revised March 2019