

General terms and conditions

Section 1: Definitions

In these conditions the following terms shall have the meanings given:

1. Select: Tom Jongen Select Catering B.V. (hereinafter referred to as 'Select'), user of these general terms and conditions.
2. The client: any natural or legal person or partnership with whom Select enters into consultations or concludes a contract in connection with the work which Select will carry out for the client.
3. General terms and conditions: the general terms and conditions used by Select.
4. Project: the activities to be carried out agreed with Select.
5. Contract: a contract between the client and Select concerning one or more services to be provided by Select at a price to be paid by the client.

Section 2: Applicability

In these conditions the following terms shall have the meanings given:

1. By placing an order, the client declares that it is aware of and accepts these terms and conditions.
2. These terms and conditions shall apply, to the exclusion of the client's general conditions, to every offer and every contract between Select and the client, insofar as these conditions have not been explicitly deviated from by the parties in writing.
3. The client accepts the applicability of these general terms and conditions and unconditionally for all future contracts and offers for contracts.
4. All rights and entitlements in these terms and conditions and in any possible (future) contracts are stipulated directly for Select, and equally so for a third party or third parties engaged by Select to carry out the contract wholly or partially.

Section 3: Offers and contracts

All offers from Select shall always be without obligation. A contract with Select shall only be implemented if Select has first confirmed an order and/or instruction in writing, and the client has then approved the order confirmation and returned it to Select. Any contracts or promises made in advance which have not been accepted by Select in writing will lapse automatically as a result; any additional agreements to be made later, which deviate from the written contract, shall only be valid if they have been confirmed by Select in writing.

Section 4: Fees

1. All prices are exclusive of BTW (Dutch VAT), which will be charged separately.
2. Quotations will always be given on the basis of the prices applying at the time of the offer or, as the case may be, the instruction.
3. If price increases should occur between the date of the offer and the date on which the work to be carried out under a contract has been finished, or major changes are made to the terms and conditions, for example as the result of an increase in taxes and/or excise duties, wage costs, etc., Select reserves the right to pass on these increases to the client as long as at least three months have passed since the date of the offer. Select will notify the client of changes in costs as far in advance as possible. Increase in price does not entitle the client to cancel the contract.

4. All costs incurred by Select for work done will be passed on to the client on the basis of actual costs.
5. Additional work that is not a part of the contract will be charged separately to the client by Select. For additional work, Select will apply the same pricing as stated in the contract. In the absence of such an agreed price, Select will apply a fee that is in line with current market rates.
6. For each project, at least four consecutive hours per Select employee per day will be charged in the project price.

Section 5: Invoicing and payment

1. The client is at all times obliged to pay each invoice from Select within fourteen days of the invoice date. Payment must be made in the agreed currency and without any set-off, discount, substitution of one debt for another or any other legal act that could restrict or undo the client's obligation to pay. Payment shall be made by transfer to a bank account specified by Select, quoting the invoice number.
2. Select has the right to charge the client an advance payment of 80% on the basis of the approved offer by means of an advance invoice. The amount of this advance invoice must be paid into the bank account specified by Select a week before commencement of the project. If the client's company is situated abroad, Select will charge the client an advance payment of 100%.
3. If in Select's judgement the client's creditworthiness is in question, Select is entitled to request that the client provide reassurance concerning payment of Select's invoices.
4. If a client does not comply with an agreed payment arrangement, Select will have the right not to perform the agreed contract or to terminate it prematurely. In such a case the contract will be considered to have been cancelled by the client.
5. Payment of additional work will be made as soon as the client has been charged for it, and in the same way as other invoices, according to these general conditions.
6. If the client does not pay, does not pay in time or does not pay in full, it will be deemed to be in default by law, and without further notice will owe Select statutory interest per month or part of a month from fourteen days following the invoice date.
7. If an invoice is subject to a debt collection procedure in case of overdue, incomplete or default of payment, Select will be entitled to charge extra legal collection costs of 15% of the total amount of the invoice with a minimum of € 40.00 in accordance with the collection rates of the Netherlands Bar Association. Select will still be authorized to claim the actual (extra) legal collection costs.
8. Select is entitled to apply unlimited settlement. The client is not allowed to apply settlement with countermeasures unless the countermeasures concerned are expressly acknowledged by Select or established by law.
9. If there is a contract between Select and two or more parties, or between Select and an intermediary for a third party, then these two parties or intermediary and third party are liable for performing the contract.
10. Adding purchase order numbers to the order may not cause any delay in payment by the client.

Section 6: Property

1. All tableware, silverware, tables, chairs, linen and other non-consumable items delivered by the user remain the property of the user. If these items remain at the location, the client has to return these items to Select. If sent by post, payment for shipping is not necessary.
2. Damage to or loss of these items caused by the client, his or her guests or employees, will have to be reimbursed by the client to Select for the purchase price. Select is insured against loss and breakage of tableware.

Section 7: Retention

1. Select remains owner of all products supplied until the whole invoice is paid, including interest, extra legal collection costs etc., paid and wholly received by Select, even if all products supplied are already processed or used in other products.
2. The client is not entitled to sell, pledge or mortgage the products covered by retention.
3. If any third party seizes property of the products covered by retention, or claims rights or entitlements to these products, the client is obliged to notify Select as soon as possible.

Section 8: Changes and cancellation

1. Changes and/or additions to the contract will only have effect following Select's explicit written consent.
2. A contract can be cancelled by the client. Cancellation must be made in writing.
3. If, after confirmation of the contract, the client cancels the contract wholly or partially or changes the dates of an activity, it will owe Select compensation for the costs incurred, irrespective of Select's right to claim

any additional compensation from the client under the law. This compensation is expressed as a percentage of the estimated total amount as stated in the contract, and is as follows:

- In case of cancellation more than 120 days prior to the date of commencement of the activity, the client is obliged to pay 50% of the contract price.
- In case of cancellation 30 days or more prior to the date of the commencement of the activity, the client is obliged to pay 75% of the contract price.
- In case of cancellation less than 30 days prior to the commencement of the activity, the client is obliged to pay 100% of the contract price.

If a contract with Select is cancelled wholly or partially, the date of cancellation shall be the date of receipt by Select of this written cancellation.

4. If an advance is paid that is higher than the compensation stated in the preceding paragraph, only the highest amount will be charged.
5. The client will be liable for all costs resulting from rental and other contracts made by Select as commissioned by the client.
6. The client can lower the number of guests attending the event as long as the client notifies Select up to seven days prior to the event. If the amended number of guests is less than 25% of the original amount, this implies partial cancellation according to paragraph 3 of this section. In which case Select will determine the charges on the basis of the details of the offer or order confirmation. The same rule applies to changes in the product range made by the client before the execution date. If there are more guests on the execution date than the agreed number, the resulting costs will be charged as extra based on the details of the offer or order confirmation.
7. The final specifications of the event must be made known to Select at least seven working days prior to the start of the event. As defined by: the client's choice of culinary aspects, drinks, entertainment, audiovisual equipment, furniture, floral decorations, equipment hire, transportation etc.

Section 9: Contract implementation

1. The implementation of the contract between the client and Select is based on the nature of the event, specified quantities and specified conditions as indicated by the clients. If the stated information does not match the actual numbers, circumstances or nature of the event, Select is not liable for any consequences arising from this.
2. The client will ensure that Select is able to carry out all necessary preparations on time at the location, with access to the necessary facilities, like usage of gas, water, electricity and rooms, at no cost unless otherwise agreed.
3. If the client does not carry out an obligation as agreed with Select, Select is entitled to suspend the execution of the work and to terminate all contracts with the client, without requiring a notice of default or legal intervention, all this while maintaining the right to compensation. In which case, everything the client is due to Select, is immediately claimable.
4. Select has the right, unless otherwise stated in the offer, without notice and without consent of the client, to allow third parties, not working for Select, to carry out the assignment or parts of the assignment, if in the opinion of Select this ensures proper and efficient execution of the contract. The client gives Select advance consent to employ such third parties.
5. Select takes measures to ensure the confidentiality of all information made available to Select. Select will not disclose such data and information to any third party without the written consent of the client.
6. If Select delivers food and drinks to the client's location, without personnel, Select guarantees the quality of the food for two hours starting from the moment of delivery.
7. If the client and/or the client's guests take food from the location, this is at their own risk.
8. If necessary, Select will use the client's emergency response team. The client is therefore responsible for ensuring that sufficient emergency personnel are present on site during the event.
9. Select has the right, but is not obliged to take, all measures it considers necessary in the interest of the client at the expense and risk of the client. If such measures are necessary, bearing in mind the nature of the measures to be taken, Select will consult with the client prior to the adoption of such measures where this is reasonably possible.

Section 10: Rental of equipment

1. The provisions of this section apply if Select commits to renting material, like furniture, linen, glasses, crockery, silverware/cutlery, kitchen utensils and otherwise similar items, in order to decorate rooms for parties or events.
2. Unless specifically agreed with Select that the cleaning of rented materials is included in the rental price, the client will ensure that the rented material is clean at the end of the rental period.
3. The client is not entitled to loan or rent the rented material to a third party in any way, shape or form unless specifically agreed.
4. The client will only use the rented materials and utensils in accordance with their standard use. The client is liable to Select for damage to rented materials and utensils caused by every other form of use or careless

- usage of rented materials. The client indemnifies Select for claims made by third parties caused by misuse of rented materials or careless usage.
5. The client is liable for damages resulting from destruction, loss or damage to the rented materials. On receiving the rented materials, the client is obliged to confirm for itself the correct number and condition of the rented materials. Any defects need to be recorded on the delivery note upon receipt. Failing this, Select will be deemed to have rented the appropriate materials in the appropriate numbers in a clean and undamaged condition. In case of destruction, loss or damage of rented materials, the client has to compensate Select for the cost of replacing these materials with new materials. The remuneration must be paid as much as possible at predetermined prices.
 6. Select is not liable for damage caused by or as a consequence of the use of the rented materials, except in cases of gross negligence.
 7. The client will owe Select the additional costs caused by not promptly or not fully complying with the provisions of this section.

Section 11. Licences

If implementation of the contract requires licences or permits from third parties, the client is responsible for obtaining these licences or permits. The client will provide Select with written evidence of licences and permits obtained no later than one week before execution of the contract. Failure to obtain the necessary permissions is entirely at the client's risk.

Section 12: Venue reservations

When space is rented so that Select can carry out work for the client, the general terms and conditions of the venue apply to the legal relationship between Select and the client.

Section 13: Consumers

1. If the client is a natural person not acting in the exercise of a profession or business, the provisions detailed in 9.4, 17.1, 16.3, 24.5 and 25.2 will not be applicable.
2. If the client is a natural person not acting in the exercise of a profession or business, the client will be entitled to dissolve the contract, if Select exercises its entitlements as detailed in 16.3.

Section 14: Safety of employees and insurance

1. The client is obliged to ensure the safety of the employee engaged by Select in such a way as can reasonably be demanded in connection with the nature of the work.
2. If the obligation mentioned under paragraph 1 of this section is not fulfilled, the client will be obliged to pay compensation for all resulting losses incurred by Select's employee and/or third parties.
3. If, as a result of failure to fulfil the obligation referred to in paragraph 1, the employee is injured in such a way that results in death, the client will be obliged to pay full compensation to the surviving spouse, children, parents or others who are maintained by his/her employment.
4. The client will indemnify Select at any time against claims as set out in section 7:658 of the Netherlands Civil Code (BW).
5. At its own risk, the client will arrange to take out the insurance required in the context of the work to be carried out relating to Select's employee and/or third parties and/or the items to be used, and will ensure that Select's employee and/or third parties and/or the items to be used are included under the insurance policies concerned. The client will provide proof of this at Select's request.

Section 15: Suspension and dissolution, refusal

1. If Select suspends the execution of the contract or dissolves the contract wholly or partially, Select will be entitled to require immediate payment for the services and goods it has reserved for the execution of the contract, for the value which can reasonably be attributed to them.
2. Any delivery dates indicated are approximate only, and should not be considered as deadlines, unless specifically agreed in writing.
3. If the client does not fulfil any obligation prescribed for it in the contract with Select or from a related contract, or does not fulfil the obligation properly or in time, and if Select receives indications that the client's creditworthiness has declined, as a result of which justifiable doubts can arise concerning the client's ability to fulfil its obligations to Select, and also in the event of a moratorium on payment, involuntary liquidation, cessation or liquidation of the client's operations, as well as in the event of a guardianship order, the declaration of applicability of the debt rescheduling arrangement pursuant to the

Debt Rescheduling (Natural Persons) Act or the death of a natural person, the client will be deemed to be in default by law, and Select will be entitled, with no requirement for notice of default or legal intervention, either to suspend the execution of the contracts or to dissolve them wholly or partially, without being obliged to pay any damages or provide any warranty, and without prejudice to its other rights.

4. In the event of suspension pursuant to the third paragraph, the agreed price, less the instalments already paid and costs saved by Select as a result of the suspension, will become payable immediately. In the event of dissolution of the contract wholly or partially pursuant to the third paragraph, if there has been no prior suspension, the agreed price, minus the instalments already paid and costs saved by Select as a result of the suspension, will become payable immediately, and the client will be obliged to pay the aforementioned amount.
5. The provisions of the previous paragraphs in this section also apply to that which is set out in paragraph 6.
6. Select reserves the right to refuse or terminate instructions of which the contents are in conflict with any statutory or other government provision, and also to do so if the instruction has already been accepted or confirmed.
7. Select also has the right to refuse or terminate contracts, where the content is in conflict with its good name or interests at any time. Select will then have the right to full compensation for the costs already incurred for the activity and in such circumstances will not be liable for loss resulting from the fact that the activity has not been executed or has been terminated prematurely.
8. In the event of late payment of chargeable costs, discontinued payment, moratorium on payment, involuntary liquidation, guardianship order or liquidation of the client's operations, Select will be entitled either to suspend the execution of the contracts or to dissolve them wholly or partially and to claim damages.

Section 16: Force majeure

1. In these general terms and conditions, force majeure means any circumstance beyond Select's control, even if this could already be anticipated at the time when the contract was made, which prevents the performance of the contract permanently or temporarily, as well as, insofar as they are not yet included, war, threat of war, civil war, riots, national mourning declared by the government, strikes, lockouts, transport problems, fire, illness, pandemic, disability, moratorium on payment or involuntary liquidation of third parties hired by Select, disruptions in the regular supply of goods by third parties, including water and electricity and other serious disruptions in the operations of Select or its suppliers. If third parties hired by Select can claim force majeure, this will also constitute a case of force majeure for Select.
2. In the event of inability to carry out the contract wholly, partially or promptly, as a result of force majeure, Select will be entitled to suspend the execution of the contract for a maximum period of one month without legal intervention or to dissolve the contract wholly or partially, with no obligation to pay any compensation.
3. If one of the parties to the contract is unable to fulfil any obligation under the contract, it is obliged to inform the other party of this in writing as soon as possible.

Section 17: Liability

1. Select will only be liable for loss suffered by the client if this was caused on purpose or through gross negligence by Select's management or its executive staff. The exclusions and limitations of liability contained in this section also apply to Select's employees and/or third parties engaged by it. In addition, Select will never be liable for consequential loss.
2. Select is not liable for loss caused directly or indirectly by changes in computer software and computer systems in connection with, for example, each leap year.
3. Without prejudice to the above, Select accepts no liability for actions and/or omissions by third parties involved, nor for the accuracy of the information provided by such third parties.
4. Select accepts no responsibility for photographs, leaflets and other promotional material insofar as their publication is the responsibility of third parties.
5. Nor is Select liable for damages which third parties could claim in respect of a violation of rights belonging to these third parties, including explicitly industrial and intellectual property rights.
6. The client indemnifies Select against all costs, damages and interest which the latter could incur as a direct or indirect result of legal actions which third parties, including the employee engaged or involved by Select, could bring against it in respect of the execution of the contract, for actions and/or omissions of the client itself, its employees or engaged third parties; under this contract the client is obliged to provide indemnity upon being requested to do so by Select.

7. With due observance of the provisions of this section, any form of liability is limited to the amount paid out by the liability insurance in the case concerned. If, for any reason whatsoever, no payment is made under the liability insurance, any form of liability is limited to 25% of the invoice amount concerned up to a maximum of € 15,000.
8. Under penalty of forfeiture of any right to compensation, the loss must be reported to Select as soon as possible, but not later than two weeks following its occurrence, unless the client convincingly shows that it could not have reported the loss earlier.
9. Select may not be held liable for any loss caused by the non-appearance and/or illness of its employee(s). In such an event, Select will do its utmost to arrange for a replacement as soon as possible.
10. Nor shall Select be liable for any undertakings, in whatever form, which its employees have given to the client.
11. The exclusion of liability as described in the first paragraph of this section, shall not apply if and insofar Select has insured the risk of liability and this insurance results in payment in the case in question.
12. Risk of loss or damage to supplied goods and materials will be transferred to the client as soon as these goods and materials are supplied legally and/or factually to the client, and thus placed in the power of client or a third party designated by the client.

Section 18: Transport

1. Select is not liable for any damage which could occur as a result of incidents during transport of goods necessary for the performance of the contract from kitchens and warehouses to the address of execution, except when the damage is was caused by gross negligence or on purpose by Select, including Select personnel or people hired for work.
2. Unless otherwise agreed, Select is entitled to choose the type of transport. The client is obliged to take all necessary measures to ensure fast unloading of goods. Select is not liable for the method of storage. If the client has failed to take timely measures for receipt of goods, then Select has the right to handle and store the goods at the client's expense and risk, through which the contractor has fulfilled its obligation to deliver. Select remains entitled to deliver goods in stages.
3. Client undertakes to ensure in good time that work that is not part of the contract with Select, is done according to Select's requirements and in sufficient time so that no delays are incurred in delivery and preparation of the necessary equipment and goods, that there is unfettered access to the areas where Select needs to work and that, in general, the work on site can proceed unhindered.
4. The client will provide Select with sufficient space to work according to the statutory regulations concerning hygiene, working conditions and the environment.

Section 19: Intellectual property rights

1. Select retains all its intellectual property rights, including copyrights in particular, with respect to all that is made available or supplied to the client in relation to the execution of the work. The client is not entitled to use in any way intellectual property rights belonging to Select. The client is also not permitted to copy and/or publicize and/or exploit and/or in any other way (including in particular internet and social media) share with third parties information or knowledge supplied either wholly or in part. The client will also refrain from making any statements concerning Select to third parties. By mutual agreement it may be determined that the client acquires a right of publication and/or reproduction, but always and only for the purpose for which the instruction was given and only for the agreed number of times or arising necessarily and directly from the contract.
2. Select is at all times entitled to add its name to the works created during the performance of the contract and, if desired, to use them for its own promotional purposes.
3. Except where Select's prior written permission is given, the client is not authorized to record the execution of the work by Select and the third parties engaged/employee on film, video, photographs or any other future image carrier.

Section 20: Right of retention

Select is entitled to suspend the surrender of all that it has in its possession for the performance of the contract until all its charges have been paid, or sufficient security has been provided for their payment by or on behalf of the client.

Section 21: Transfer

1. The client is not entitled to assign the rights and obligations arising from the contract wholly or partially to third parties, except with Select's prior written permission.
2. The contract and these conditions will remain in force if the client's company changes its name, legal form or owner. In such an event, the client must inform Select immediately in writing.
3. Select has the right to transfer the agreement and/or any of its rights and/or obligations to a third party. To the extent required, the client gives its consent in advance as set out in section 6:159 of the Netherlands Civil Code (BW).

Section 22: Delivery of goods and materials

1. Goods and materials to be used by Select, must be delivered by the client in clearly distinguishable units or quantities, the packaging of which must be such that it is suitable for its intended purpose. Select will judge whether these requirements have been met.
2. On delivery of the goods and materials, Select must be provided with an itemized statement of the type of goods as well as of their dimensions and weights.
3. Select accepts no liability for discrepancies between goods and materials supplied, specified, used and returned.

Section 23: Complaints

1. Complaints are only valid if they are submitted to Select in writing, describing the event and sent to and received by Select within eight days after delivery and/or execution. The following paragraphs must apply; if not Select has the right to ignore the complaint.
2. Select will reply within fourteen days after receipt of the complaint.
3. The basis for complaints is the agreed upon offer or contract. Obvious printing, writing and/or calculation errors or ambiguities in offers, order confirmations and/or prospectuses are not binding for Select.
4. If the complaint concerns the quality or quantity of food supplied by Select intended to be consumed on site immediately at an event, then a complaint can only be made valid on delivery and in such a time that Select still has the opportunity to confirm the merits of the complaint. A complaint need not be submitted in writing in this case. Select retains the right to disregard a complaint made about the quality or quantity of aforementioned food if the complaint is made later.
5. Small, professionally acceptable or technically unavoidable differences in quality, quantity, finish, etc. cannot be a basis for complaints.
6. Complaints submitted do not entitle the client to suspend payment and other duties.
7. During execution of the contract, the client is obliged to check whether its wishes are being met.
8. A demonstrable flaw in a part of the execution of the contract does not entitle the client to reject the overall performance.
9. Select does not accept any responsibility for shortcomings caused by an error by the client or third parties, or by external causes.
10. If the complaint concerns an invoice, Select must be notified of this by registered letter within eight days of the invoice date. If Select receives complaints after the aforementioned period of eight days, Select does not have to take these complaints into account. After the aforementioned period of eight days has passed, the client is considered to be in agreement with the invoice sent.

Section 24: Applicable law and disputes

1. Netherlands law applies to all legal relationships between Select and the client.
2. The competent District Court of Amsterdam will have exclusive jurisdiction concerning all disputes arising further to the contracts concluded with Select to which these conditions apply wholly or in part or to further contracts deriving from them, unless Select applies to another Court.

Section 25: Modification of general terms and conditions

1. If any provision in these general terms and conditions is legally declared non-binding, the remaining provisions will be unaffected and the parties will be expected to agree a valid replacement clause that approaches the invalid clause as much as possible in both meaning and scope.
2. Select always has the right to change these general terms and conditions.