



GENERAL TERMS AND CONDITIONS OF TOUR DE BONTON BV,

General Terms and Conditions of Tour de Bonton BV with its registered office in (1072 AD) Amsterdam at the Stadhouderskade 64
Filed with the Chamber of Commerce in Amsterdam under number 74462660.

a. Definitions

The following meanings apply in these General Term and Conditions:

- a. Services:
The services offered by and to be provided by Tour de BonTon BV, within the context of these general terms and conditions, concern guided tours through stripclub The BonTon for a number of people to the Counterparty / Client as described in further detail in the agreement concluded between the parties.
- b. Counterparty and/or Client:
The contractor/party to whom Tour de BonTon BV has made an offer or with whom it has entered into an agreement.
- c. Consumer:
The Counterparty and/or Client who is a natural person and is not acting in a professional capacity.

2. Applicability of these terms and conditions

- a. These terms and conditions apply to all offers and agreements of Tour de BonTon BV. Tour de BonTon BV shall ensure that a copy of the general terms and conditions is provided duly prior to the conclusion of an agreement with the Counterparty. Unless these terms and conditions have been expressly rejected by the Counterparty, these are applicable to all offers made by Tour de BonTon BV and all agreements concluded between Tour de BonTon BV and the Counterparty. These terms and conditions can only be departed from when this has been confirmed by Tour de BonTon BV in writing.
- b. As the generally applicable terms and conditions of Tour de BonTon BV, these general term and conditions are deemed to have been declared applicable to (future) subsequent, and/or additional offers as well as agreements or the conclusion and/or execution thereof.
- c. Any general terms and conditions of the Counterparty are expressly rejected by Tour de BonTon BV, therefore only these general terms and conditions are applicable to any agreement to which Tour de BonTon BV is a party.

3. Offers

- a. Unless a validity term is stated in the offer, all offers made by Tour de BonTon BV are without obligation.
- b. Tour de BonTon BV retains the right to refuse a request for an offer without stating any reasons.

4. Conclusion and termination of the Agreement

- a. The agreement is concluded by means of a written confirmation by Tour de BonTon BV to the Client that the order has been accepted or by means of the signing of the offer or agreement by the Counterparty. Confirmation by email is also possible provided that the email writer is authorised to take this decision (on behalf of the Client). The agreement can also be concluded orally in urgent cases: in that case, the conclusion of the agreement is apparent from Tour de BonTon BV executing the order and Tour de BonTon BV will confirm the agreement in writing within 2 x 24 hours.
- b. The Client does not have the right to transfer the agreement with Tour de BonTon BV partially or fully to a third party without the prior written permission of Tour de BonTon BV.
- c. Tour de BonTon BV shall determine the manner in which the order will be executed within the boundaries of that which has been agreed in writing between the parties.

5. Changes in the execution

If, before or during the execution of the agreement, it appears that this agreement or part of this agreement can only be executed in a different manner due to unforeseen circumstances, the party who first knew of these circumstances shall enter into consultation with the other party. Tour de BonTon BV will point out the financial consequences to the Counterparty. Consumers have the right to terminate the agreement within 48 hours after these circumstances have become known.

6. Changes

Changes in the agreement and deviations from these general terms and conditions shall only apply if they have been agreed in writing between the parties. If changes lead to an increase or decrease in the costs, a change in the price as a result of this must be agreed between the parties in writing.

7. Cancellation by the Counterparty

- a. The Counterparty has the right to cancel an agreement that has been concluded between the parties under the conditions set out below: Cancellation shall take place by means of a written notification by the Counterparty sent by registered mail to Tour de BonTon BV. The cancellation date is the date on which Tour de BonTon BV receives the notification.
- b. If the Counterparty cancels the agreement less than seven working days before the guided tour, the agreement between the parties will be terminated with the proviso that the Counterparty owes 40 % of the total amount payable to Tour de BonTon BV pursuant to the agreement.
- c. If the Counterparty cancels the agreement less than 3 working days before the guided tour, the agreement between the parties will be terminated with the proviso that the Counterparty owes 60 % of the total amount payable to Tour de BonTon BV pursuant to the agreement.



- d. If the Counterparty cancels the agreement less than 24 hours before the guided tour, the agreement between the parties will be terminated with the proviso that the Counterparty owes 95 % of the total amount payable to Tour de BonTon BV pursuant to the agreement.

8. Payment

- a. Payment by the Counterparty to Tour de BonTon BV must take place in accordance with the payment conditions stated on the invoice. The Counterparty does not have the right to offset or delay payment for whatever reason, unless the Counterparty is a Consumer. In the absence of a payment due date on the invoice, payment must take place within fourteen days of the invoice date. Payment shall take place without the Client being able to block its payment obligation due to seizure of its assets or in another manner.
- b. Claims regarding invoices must be submitted in writing within 8 days after the invoice date to Tour de BonTon BV.
- c. Tour de BonTon BV retains the right to demand advance payment.
- d. In the event of payment by means of a bank transfer, the date of payment is the date on which the payment is credited to the account of Tour de BonTon BV. In the event of payment in cash, only the receipt issued by Tour de BonTon BV shall be regarded as proof and date of payment.
- e. The payment due dates referred to in this article are final deadlines as specified in the Dutch Civil Code, Book 6, Section 83(a), therefore the expiry of these periods without timely payment shall result in the default of the Counterparty without a notice of default being required.

As from the date of default, the Counterparty shall be required to pay a contractual interest of 0.8% per month whereby part of a month shall be calculated as a whole month. Furthermore, Tour de BonTon BV is then entitled to suspend the execution of the agreement and the Counterparty is required to pay all extrajudicial and judicial expenses that Tour de BonTon BV has incurred as a result of the non-fulfilment of its obligations by the Counterparty.

9. Expenses in the event of non-timely payment

- a. All expenses incurred by Tour de BonTon BV to effectuate its rights, including all extrajudicial and judicial expenses in the event a legal representative, lawyer or bailiff is engaged, are for the Client's account.
- b. The amount of the extrajudicial expenses equals the maximum amount laid down in the Debt Collection Expenses Act (WIK).
- c. Tour de BonTon BV has the right vis-à-vis the Counterparty who has not paid timely, without prejudice to its other rights pursuant to the terms and conditions and/or the law:
- d. to demand immediate payment from the Counterparty and/or security for the payment for all existing agreements;
- e. to suspend performance of its services, also based on other agreements with the Counterparty, without prejudice to its right to demand security for the payment at the same time or in the future;
- f. to terminate the agreement in question completely, or to the extent not executed, by means of a written notification by Tour de BonTon BV;
- g. to terminate one, several or all existing agreements, for which the Counterparty is not in default, completely, or to the extent not executed, by means of a written notification by Tour de BonTon BV;
- h. to demand payment at once of the total amount if payment in instalments was agreed.
- i. Except in the event that use was made of the right to terminate, Tour de BonTon BV can always change its choice of the rights set out in this article.

10. Price

All prices and rates are excluded of VAT and any other levies imposed by the government, unless an amount inclusive VAT was stated in the quotation and/or invoice. All prices are based on the circumstances that were applicable at the time of the conclusion of the agreement. If these circumstances change after the conclusion of the agreement, Tour de BonTon BV may increase or decrease the prices by the amount with which its costs increased or decreased provided that it provides a specification of the resulting higher or lower costs. The circumstances referred to above include taxes in the Netherlands or abroad and changes in wages, prices and exchange rates. In the event of longer-term agreements with Consumers, Tour de BonTon BV shall increase the price for the first time three months after the conclusion of the agreement.

11. Confidential Information

Both parties undertake to observe the confidentiality of the confidential information of the other party. Each party will take all reasonable precautionary measures in order to fulfil this obligation to the best of their ability.

12. Cooperation of the Counterparty

- a. The Client shall always provide all necessary information to Tour de BonTon BV.
- b. In the event that the information necessary for the execution of the agreement is not provided to Tour de BonTon BV or is not provided timely or in accordance with the agreements or the Counterparty does not fulfil its obligations vis-à-vis Tour de BonTon BV in another manner, this can lead to a suspension of the fulfilment of the obligations of Tour de BonTon BV and extra costs could be charged to the Counterparty.
- c. The Counterparty must follow the instructions of (the employees of) Tour de BonTon BV immediately. Access to stripclub The BonTon by Tour de BonTon BV without stating the reasons for this, if this is considered necessary in connection with safety or public order.
- d. The starting time of the guided tours cannot be deviated from. The tour shall depart at the agreed time. If (a number of) the participants are not present on time, this is for the Counterparty's account and risk. At the Counterparty's explicit request, which must then be confirmed in writing by the Counterparty, start can be postponed until all participants are present. Deviations from the agreed starting time are completely for the Counterparty's account and risk. The duration of the guided



tour will be shortened for as long as the delay has lasted. Other parts of the guided tour could be changed / shortened or cancelled completely as a result of this delay.

13. Complaints

- a. Complaints are defined as all grievances of the Counterparty regarding the execution of the agreement by Tour de BonTon BV.
- b. Complaints are only valid if they are submitted in writing with a justification within 7 days after the provision of the service specified in the agreement, without prejudice to the provisions in the following articles. Consumers are given a term of 60 days to submit their complaints.
- c. Small deviations in the execution of the agreement that are regarded as generally acceptable cannot provide grounds for a complaint.
- d. The submission of a complaint shall not suspend the payment obligation of the Counterparty.
- e. If the Client has not submitted a complaint within the above-mentioned term, the Client is deemed to have approved the services provided and/or the invoices. In the absence of such a notification, all claims of the Counterparty shall lapse.

14. Liability for damage

- a. Tour de BonTon BV is not liable for damage as a result of faulty or non-timely execution of the agreement, nor is it liable for any other direct and/or indirect damage or personal injury, including, of the Counterparty, unless the damage can be attributed to gross negligence, wilful recklessness or intent.
- b. In all cases in which Tour de BonTon BV is obliged to pay any compensation this shall never amount to more than the invoiced or to be invoiced amounts (excluding VAT) based on the agreement in question by Tour de BonTon BV to the Client.
- c. After the expiry of the complaint submission period referred to in Article 8 b and 12, Tour de BonTon BV is no longer liable for its shortcomings, unless a guarantee agreed in writing applies.
- d. Tour de BonTon BV expressly rules out any liability with regard to all persons for which Tour de BonTon BV is responsible or liable in any way, including third parties whom Tour de BonTon BV has contracted to provide services.
- e. A claim lodged by the Counterparty for compensation of damages lapses and therefore is no longer valid, if it is lodged after the course of one year after the execution of the agreement in question. The Counterparty shall indemnify Tour de BonTon BV for any damage that third parties could possibly suffer in the execution of the agreement between parties.
- f. The Counterparty is responsible and liable for the behaviour of the passengers which it brings on board. The Counterparty must conclude the necessary insurance for this for its own account.
- g. The Counterparty is liable for the loss of and/or damage to property of Tour de BonTon BV irrespective of the cause. In addition, the Counterparty is also liable for damage caused by the passengers to the personnel or the property of the personnel of Tour de BonTon BV as well as of third parties that it has contracted, unless this is due to gross negligence on the part of the persons in question.

15. Force Majeure

- a. Neither party is required to fulfil any obligation in the event that the party is unable to do so due to circumstances for which it cannot be blamed, nor for which it cannot be held accountable by law, by a legal act or according to generally accepted standards, such as damage caused by storms, natural disasters, obstruction by third parties, restrictive measures by any government, wars, strikes, fires, disruptions and accidents in the companies of third parties, as well as shortcomings or force majeure of suppliers or of third parties whose services Tour de BonTon BV makes use of.
- b. In the event of force majeure or other circumstances of such a nature that no (further) fulfilment of the agreement can be demanded in all reasonableness and fairness, the execution of the agreement shall be suspended or, if such a suspension has lasted uninterrupted for a period of at least three months or as soon as it has been established that this will last longer than three months, the other party can immediately terminate the agreement completely or partially extrajudicially by means of a registered letter to the party in question. The right to terminate the agreement lapses in the event that, before this right is exercised, the agreement of which the fulfilment was temporarily prevented by force majeure, is fulfilled as yet.
- c. In the event of termination of the agreement due to force majeure, the obligations pursuant to the agreement cease to exist, with the proviso that when the agreement has already been partially fulfilled by Tour de BonTon BV, the Counterparty shall owe Tour de BonTon BV a proportional share of the agreed price.
- d. In the event of force majeure, parties cannot claim compensation from each other.

16. Suspension and termination

- a. If, in the opinion of Tour de BonTon BV, the creditworthiness of the Counterparty gives cause for this, Tour de BonTon BV can demand further security or advance payment at any time. In the event this demand is not met, Tour de BonTon BV has the right to suspend the execution of the agreement. This provision (16a) does not apply to Consumers.
- b. In the event that the Counterparty does not fulfil one or several of its obligations or does not fulfil these obligations timely or properly, or applies for a moratorium of payments, or is declared bankrupt, or all or part of its assets are seized and/or the Counterparty loses control over its assets, Tour de BonTon BV has the right to suspend the execution of the agreement or terminate the agreement by means of a written notification, at its choice and without prejudice to any right it may have to compensation of damages, costs and interest.
- c. If Tour de BonTon BV exercises the right mentioned in the previous paragraph to suspend the execution of the agreement, this shall not affect the Counterparty's obligation to pay the fee agreed with Tour de BonTon BV during the period that Tour de BonTon BV has suspended the execution of its obligations.
- d. The Counterparty can only terminate an agreement in the event that Tour de BonTon BV, after receiving a written notice of default in which it is granted a reasonable term after a shortcoming in the fulfilment of the agreement to fulfil its obligations as yet, continues to fail to fulfil its obligations pursuant to the agreement and this failure can be attributed to Tour de BonTon BV and in such a manner that the Counterparty cannot reasonably be required to maintain the agreement.



- e. In the event that the agreement is terminated by Tour de BonTon BV due to non-performance of the Counterparty, Tour de BonTon BV estimates the damage that it suffers as a consequence at 50% of the total agreed price.
- f. Termination of the agreement can only take place by means of a registered letter sent to the other party, without judicial intervention.

In the event that services have already been provided to the Counterparty as part of the execution of the agreement at the time of the termination of the agreement, it can only terminate the agreement partially and then only for the part that has not yet been executed by Tour de BonTon BV. Amounts that Tour de BonTon BV has invoiced before the termination in connection with services that it has already provided in connection with the execution of the agreement remain due in full and become immediately due and payable at the time of termination.

17. Proof

With the exception of proof to the contrary, the administrative records of Tour de BonTon BV are decisive with regard to agreements to which these general terms and conditions apply and agreements following there from.

18. Applicable law and disputes procedure

Dutch law is applicable to these general terms and conditions and all agreements concluded by Tour de BonTon BV based on these terms and conditions. All disputes which may possibly arise with regard to the interpretation or the execution of these terms and conditions will be put exclusively before the competent court.

Tour de BonTon BV,
Amsterdam, January 2020

L. Alberg