



General Terms and Conditions for the Catering Industry (AVH)

The General Terms and Conditions for the Hotel and Catering Industry (AVH) are the conditions under which hospitality establishments based in the Netherlands, such as hotels, restaurants, cafés, catering establishments and party service companies, provide catering services and conclude catering agreements. The AVH are filed with the District Court and the Chamber of Commerce in Amsterdam.

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Article 1 - Definitions

Under the following words the following shall be understood in the AVH and in the offers and agreements to which the SHC apply.

Catering business

The natural or legal person or company that makes its business of providing hospitality services and is a member of the Dutch Catering Guild (NHG).

Manager

The person who represents a catering company at the conclusion and execution of catering agreements.

Providing hospitality services

The provision by a catering company of lodging and / or food and / or drink and / or the provision of (room) space and / or grounds, everything with all the associated work and services, and everything in the broadest sense of the word .

Customer

The natural or legal person or company that has entered into a catering agreement with a Catering Establishment and to whom one or more Catering Service (s) must be provided.

Catering agreement

An agreement between a Catering Establishment and a Customer in respect of one or more Catering Services to be provided by the Catering Establishment at a price to be paid by the Customer. Instead of the term catering agreement, the term reservation is sometimes used.

Food company

The Catering Establishment where the provision of Catering Services consists mainly or exclusively of supplying food and accompanying drinks.

Café company

The Catering Establishment where the provision of Catering Services consists mainly or exclusively of providing drink.

Room rental company

The Catering Establishment where the provision of Catering Services mainly or exclusively consists of the provision of room spaces.

Reservation value (the value of the catering agreement)

The total turnover forecast of the Catering Establishment including service charge, tourist tax and VAT in respect of a catering agreement concluded with a customer, which expectations are based on the averages applicable within that Catering Establishment.

Dutch Catering Guild (NHG)

The employers' organization for catering establishments and / or the possible legal successor thereof.

Cancellation

The written notice by the customer to the Catering Establishment that one or more agreed Catering Services will not be used in whole or in part, or the written communication by Catering Establishments to the Customer that one or more agreed Catering Services wholly or partially will not be provided.

No show

The non-cancellation by a customer does not use a catering service to be provided on the basis of a catering agreement.

Group

A group of persons to whom one or more catering services must be provided by a Catering Establishment pursuant to one or more agreements to be considered as coherent.

Individual

Any person who does not belong to a group according to the above definition.

Goods

All goods, including money, monetary values and money worthy papers.

Corkage fee

The amount owed by the customer in connection with the consumption of beverages not provided by that Catering Establishment in the premises of a Catering Establishment.

Kitchen money

The amount owed by the customer in connection with consuming food not provided by that Catering Establishment in the premises of a Catering Establishment.

Sales guarantee

A written statement from the customer that, in the case of one or more catering agreements, at least a certain amount of turnover will be realized by the Catering Establishment.



Article 2 - Applicability

2.1 With the exclusion of all other General Terms and Conditions, the AVH apply to the creation and content of all Catering Agreements, as well as to all offers with regard to the realization of these Catering Agreements. If, in addition, other General Terms and Conditions apply, the AVH prevail in case of contradiction.

2.2 Deviation from the AVH is only possible in writing and in individual cases.

2.3 The AVH serve for the benefit of all natural and legal persons that the Catering Establishment uses or has made when concluding and / or implementing a Catering Agreement or another agreement or when operating the Catering Establishment.

2.4 Once the AVH have been validly declared applicable to a certain Catering Agreement, the latest version of the AVH is considered applicable to all subsequent Catering Agreements between the parties, unless otherwise agreed in writing.

Article 3 - Creation of hospitality agreements

3.1 A Catering Establishment can at any time, for whatever reason, refuse to conclude a Catering Agreement.

3.2 All offers made by a Catering Establishment with regard to the realization of a Catering Agreement are free of obligation and subject to the proviso " as long as the stock (or capacity) extends ". If the Catering Establishment invokes said reservation within a reasonable period to be determined according to the circumstances, and after acceptance by the Customer, the intended Catering Agreement is deemed not to have been realized.

3.3 If the Catering Establishment has granted an option right to the customer (option holder), this right can not be revoked, unless another potential customer makes an offer to the Catering Establishment to conclude a Catering Agreement with respect to the total or part of the option outstanding catering services. The option holder must then be informed by the Catering Establishment of this offer, after which the option holder must indicate within the context set by the Catering Establishment whether or not he wishes to make use of the option right. If and at the moment that the option holder indicates that he wishes to exercise the option right, the option right will lapse. An option right can only be granted in writing.

3.4 Catering agreements for a customer entered into by intermediaries (shipbrokers, travel agencies, other catering establishments, etc.), whether or not in the name of their relationship (s), are deemed to have been concluded at the expense and risk of these intermediaries. The Catering Establishment shall not owe any commission or commission to intermediaries, however named, unless expressly agreed otherwise in writing. Partial or partial payment of the amount owed by the customer will free the intermediary to the same extent.

Article 4 - General obligations of the Catering

4.1 The obligations mentioned in this article apply to every Catering Establishment. All obligations arising from the special nature of the Catering Establishment and the nature of the Catering Services to be provided are included in the following articles.

4.2 In the event that the special regulation as referred to in article 5 and following deviates from a general provision in article sections

4.3 up to and including 4.7, the special regulation applies.

4.3 Without prejudice to the provisions in the following articles, the Catering Establishment is obliged under the Catering Agreement to provide the agreed Catering Services in the manner that is customary in that Catering Establishment.

4.4 The obligation mentioned in article 4.3 does not apply:

- in the event of force majeure on the part of the Catering Establishment as referred to in Article 15;
- if the customer does not appear too late or more than half an hour late;
- if the customer does not timely pay the deposit / interim payment referred to in Article 10;
- if the customer does not provide a turnover guarantee in time, despite a request to that effect;
- if the customer in any other way does not fully meet all his obligations which he, for whatever reason, has towards the establishment.

4.5 The Catering Establishment is not obliged to accept and / or take into custody any good of the Customer.

4.6 If the Catering Establishment pays any amount to the Customer for the receipt and / or safekeeping of goods, the Catering Establishment must pay attention to those goods as a good family man, without prejudice to the provisions of Article 12.

4.7 The Catering Establishment is never obliged to allow any pet of the customer and can attach conditions to admission.

4.7 Het horecabedrijf is nimmer verplicht enig huisdier van de klant toe te laten en kan aan toelating voorwaarden verbinden.

Article 5 - Obligations of the restaurant business

5.1 The restaurant business is obliged to make the agreed facilities available to the customer at the agreed time and to provide the agreed food and drink of a quantity, quality and in a manner that is customary in his restaurant.

5.2 If no food or drinks have been agreed in advance, the restaurant business will provide the food and drinks that it can supply at that time, without prejudice to the other provisions of Article 6.1.



5.3 The restaurant business is entitled to refrain from providing catering services or to cease them at any time if the customer does not behave in accordance with the status and operation of his restaurant. The restaurant company can, among other things, impose requirements regarding the appearance of the customer. The customer must leave the restaurant on first request.

5.4 If the customer has not arrived within half an hour after the reserved time, the restaurant business may regard the reservation as canceled, without prejudice to the provisions of Article 9.

Article 6 - Obligations of the café business

6.1 The bar company is obliged to provide the customer with the beverages it has in stock on request. In addition, the café business must be able to provide the hospitality services customary in its company.

6.2 The Bar Establishment is entitled to refrain from providing Catering Services or to cease them at any time if the Customer does not behave in accordance with the stand and operation of his café. The café business can, among other things, impose requirements with regard to the appearance of the customer. The customer must leave the café on first request.

6.3 The Bar Establishment is entitled to discontinue the provision of products if, in the opinion of the Bar Establishment, excessive consumption of alcohol or undesirable behavior is involved.

Article 7 - Obligations of the catering establishment regarding room rental

7.1 The Catering Establishment is entitled to make available a space that would have to be provided in accordance with the Catering Agreement, unless this should be regarded as unfair and for the customer as too inconvenient. In the latter case, the customer has the right to terminate with immediate effect the Catering Agreement to which the aforementioned conditions of the Catering Establishment apply, without prejudice to his obligations under other Catering Agreements. If the Catering Establishment saves expenses by making available on the basis of the foregoing a different space than would be required by the Catering Agreement, the customer is entitled to the amount of that saving. For the rest, the Catering Establishment will never be obliged to pay any compensation.

7.2 The Catering Establishment is obliged to be able to provide the Catering Services customary to the Customer.

7.3 The Catering Establishment is entitled to refrain from providing Catering Services or to cease them at any time if the Customer does not behave in accordance with the position and operation of his Catering Establishment. The Catering Establishment can, among other things, impose requirements with regard to the appearance of the customer. The customer must leave the establishment on first request.

7.4 The Catering Establishment is entitled, after consultation with the locally competent authority, to terminate the Catering Agreement on the grounds that there is a well-founded fear of disruption of public order. If the Catering Establishment uses this power, the Catering Establishment will not be held liable for any compensation.

Article 8 - Cancellations

Article 8 - Cancellations

8.1 General cancellation

8.1.1 The customer is not authorized to cancel a catering agreement, unless he at the same time irrevocably offers to pay the amounts specified below. Any cancellation is deemed to include such an offer. Such an offer is deemed to have been accepted if the Catering Establishment does not immediately reject the offer. Cancellation must be made in writing and dated. The customer can not derive any rights from an oral cancellation. The provisions of Article 9 apply without prejudice to the provisions in other articles.

8.1.2 The Catering Establishment can declare to the customer at the latest one month before the first Catering Service will have to be performed on the basis of the relevant Catering Agreement, to regard certain individuals as a group. All provisions for groups then apply to these persons.

8.1.3 The provisions of articles 1.2.1 and 1.3.6 also apply to cancellations.

8.1.4 In case of no-show, the customer will in all cases be obliged to pay the reservation value.

8.1.5 If not all agreed Catering Services are canceled, the following provisions apply pro rata to the canceled Catering Services.

8.1.6 If one or more agreed Catering Services are canceled in whole or in part, the periods in the following articles shall be increased by four months, provided the Reservation Value of the canceled Catering Service (s) exceeds the corresponding value of the other Catering Services, which the Catering Establishment could have provided in the timeframe in which the canceled catering services should have been provided.

8.1.7 Amounts that the Catering Establishment owes to third parties in view of the canceled Catering Agreement at the time of the cancellation must be fully reimbursed by the Customer at all times to the Catering Establishment, provided that the Catering Establishment has not acted unreasonably to enter into the relevant obligations. The relevant amounts are deducted from the reservation value referred to in the following provisions.



8.2 Cancellations of table reservation in restaurant

8.2.1 Groups

When a reservation for only a restaurant (table reservation) is made for a group, the following applies to cancellations of that reservation by the customer.

If a menu has been agreed:

- Cancellation more than 14 days in advance is free of charge.
- Cancellation between 7-14 days in advance is 25% of the Reservation Value.
- Cancellation less than 7 days in advance is 50% of the Reservation Value.
- Cancellation less than 3 days in advance is 75% of the Reservation Value.

If no menu has been agreed:

- Cancellation more than 48 hours in advance is free of charge.
- Cancellation less than 48 hours in advance is 50% of the Reservation Value.

8.2.2 Individuals

If a reservation for only a restaurant (table reservation) is made for one or more individuals, then the following applies to the cancellation of that reservation: in case of cancellation within 48 hours before the reserved time, 50% of the reservation value will be due.

8.3 Cancellations other catering agreements

8.3.1 Groups

When a reservation is made for a group then the following applies to the cancellation of that reservation by the customer.

- Cancellation more than 6 months in advance is free of charge.
- Cancellation more than 3 months in advance is 10% of the Reservation Value.
- Cancellation more than 2 months in advance is 15% of the Reservation Value.
- Cancellation more than 1 month in advance is 35% of the Reservation Value.
- Cancellation more than 14 days in advance is 60% of the Reservation Value.
- Cancellation more than 7 days in advance is 85% of the Reservation Value.
- Cancellation 7 days or less in advance is 100% of the reservation value.

8.3.2 Individuals

When a reservation is made for one or more individuals, the following applies to the cancellation of that reservation by the customer.

- Cancellation more than 1 month in advance is free of charge.
- Cancellation more than 14 days in advance is 15% of the Reservation Value.
- Cancellation more than 7 days in advance is 35% of the Reservation Value.
- Cancellation more than 3 days in advance is 60% of the Reservation Value.
- Cancellation more than 24 hours in advance is 85% of the Reservation Value.
- Cancellation 24 hours or less in advance is 100% of the reservation value.

8.4 Cancellations by the Catering Establishment

8.4.1 With due observance of the following, the Catering Establishment is entitled to cancel a Catering Agreement, unless the Customer has given written notice within seven days of the conclusion of the relevant Catering Agreement to require the Catering Establishment to waive its right of cancellation, provided that the customer also unambiguously stated that he waives his own cancellation authority.

8.4.2 If the catering a catering agreement to provide food and accompanying drink cancels Articles 8.1.1 and .3.2 8 apply correspondingly, transposing customer and catering.

8.4.3 The catering establishment is entitled at all times to cancel a Catering Agreement without being obliged to pay the aforementioned amounts, provided there are sufficient indications that the ground of the meeting to be held in the Catering Establishment is of a different nature than expected. on the basis of announcement by the customer or on the basis of the capacity of the customer or customers that the Catering Establishment would not have concluded the agreement if it had been aware of the actual nature of the meeting. If the Catering Establishment uses this authority after the relevant meeting has started, the Customer is obliged to pay for the Catering Services enjoyed until that time, but his payment obligations are forfeited. The remuneration for hospitality services provided is calculated according to time proportion as appropriate.

8.4.4 The Catering Establishment is entitled, instead of exercising the authority referred to in Article 9.5.4, to lay down further requirements with regard to the progress of the relevant meeting. If there are sufficient indications that these requirements are not (will be) complied with, the Catering Establishment is still entitled to exercise its authority as referred to in Article 9.5.4, also without being obliged to pay the aforementioned amounts.

8.4.5 If and insofar as the Catering Establishment acts as a travel organizer within the meaning of the Act, the following applies to travel agreements within the meaning of the Act. The Catering Establishment may change the travel agreement on a substantial point because of important circumstances communicated to the traveler without delay. The Catering Establishment may also change the travel agreement, other than on a substantial point, because of important circumstances communicated to the traveler without delay. Up to 20 days before the start of the trip, the Catering Establishment may increase the travel sum in connection with changes in the transport costs including fuel costs, the fees due or the applicable exchange rates, indicating



how the increase has been calculated. If the travelers reject a change as referred to above, the Catering Establishment can cancel the travel agreement.

Article 9 - Deposit, interim payment and down payments

9.1. The Catering Establishment can at all times require the Customer to deposit or place deposits with the Catering Establishment up to a maximum of the Reservation Value minus any interim payments already made. Received deposits are properly administered, serve only as security for the Catering Establishment and explicitly do not apply as already realized turnover.

9.2. The Catering Establishment can demand interim payment of hospitality services already provided.

9.3. The Catering Establishment may recover from the amount deposited pursuant to the foregoing provisions in respect of all that which the Customer owes to him for whatever reason. The surplus must be repaid to the customer immediately by the Catering Establishment.

9.4. When entering into an agreement / quotation with the Catering Establishment, the following deposit schedule is used.

Groups with a minimum of 30 persons:

50% of the Reservation Value for the Catering Establishment

100% hired for external material and immaterial matters

Article 10 - Sales guarantee

10.1 If a turnover guarantee has been issued, the customer is obliged to pay the Catering Establishment (s) at least the amount specified in the turnover guarantee to the Catering Establishment.

Article 11 - Liability of the catering establishment

11.1. The exclusion of liability in this article does not apply insofar as the Catering Establishment of an insurance company or of another third party has received compensation in respect of the (insured) risk that has occurred.

Alternative 11.1: If the Catering Establishment of an insurance company or another third party has received compensation for the (insured) risk that has occurred, liability of the Catering Establishment is limited to the amount of this compensation.

11.2. Without prejudice to the provisions of article 4.6, the hotel business is not liable for damage or loss of goods that have been brought into the hotel by a customer who has taken up residence there. The customer indemnifies the hotel company against claims in this respect. The provisions here do not apply insofar as the damage or loss is due to intent or gross negligence of the hotel business.

11.3. Without prejudice to the provisions in articles 11.7. and 11.8. the Catering Establishment is never liable for any damage whatsoever suffered by the customer and / or third parties, unless the damage is the direct consequence of intent or gross negligence of the Catering Establishment. This exclusion of liability also applies in particular to damage resulting from consuming foodstuffs prepared or reserved by the Catering Establishment and for damage arising as a result of automation problems. If mandatory law only allows for a less extensive limitation of liability, this less restrictive restriction applies.

11.4 In no case is the Catering Establishment obliged to pay a higher amount as a claim settlement than the Reservation Value. Or, if that is the case, the amount paid by the insurer of the Catering Establishment to the Catering Establishment in respect of the damage or the compensation received from another third party.

11.5. The Catering Establishment is never liable for damage to or caused by vehicles of the Customer unless the damage is the direct consequence of intent or gross negligence of the Catering Establishment.

11.6. The Catering Establishment is never liable for damage directly or indirectly to whom or whatever originated as a direct or indirect consequence of any defect or any capacity or circumstance to, in or on any movable or immovable property of which the Catering Establishment Holder, (erf) Lessee, Tenant or is the owner or otherwise is at the disposal of the Catering Establishment, unless the damage is the direct consequence of intent or gross negligence on the part of the Catering Establishment.

11.7. If for the customer the goods in custody, for which a fee as referred to in Article 4.6 is charged, damage has arisen, the Catering Establishment is obliged to compensate the damage. Damage compensation is never due in respect of other goods present in the delivered goods.

11.8. If the Catering Establishment accepts goods or if goods are deposited, stored and / or left by anyone in any way whatsoever, without the Catering Establishment stipulating any compensation for this, then the Catering Establishment is never liable for damage. to or in connection with those goods in any way whatsoever, unless the damage is the result of intent or gross negligence of the Catering Establishment.

11.9. The customer (not being a natural person who does not act in the exercise of a profession or company) fully indemnifies the Catering Establishment in respect of every claim, however named, which third party, involved in the Catering Agreement in the broadest sense of the word, to the Catering Establishment if and insofar as this claim can in the broadest sense be related to any Catering / Catering (s) provided by the Catering Establishment under any agreement with the Customer or with the accommodation in which such a (Catering) service or had to be granted. This is an exception if the relevant claim is the result of intent or gross negligence on the part of the Catering Establishment.

11.10. The information referred to in Article 11.9. the obligation to indemnify also applies if the catering agreement with the customer is dissolved in whole or in part for whatever reason.



Article 1 2 - Liability customer

The customer and those who accompany him are jointly and severally liable for all damage to the Catering Establishment and / or any third party and / or will arise as a direct or indirect result of breach of contract (attributable shortcoming) and / or unlawful act, including violations of the house rules. is understood, committed by the customer and / or those accompanying him, as well as for all damage caused by any animal and / or any substance and / or any matter of which they are or are under their supervision.

Article 1 3 - Settlement and payment

1 3 .1. The customer shall owe the price stipulated in the Catering Agreement or, in so far as the Catering Agreement was concluded more than three months before the time when the Catering Services to be provided pursuant to that Agreement must be provided, the prices that apply at the time that the Catering Services must be provided, which also include the prices as stated on lists which have been affixed by the Catering Establishment in a place visible to the Customer, or which are included in a list which is handed to the Customer, if desired at his request. . Changes in the VAT rate are charged to the customer at all times.

1 3 .2 A list is deemed to be visible for the customer if visible in the normally accessible areas of the Catering Establishment.

1 3 .3 For special services, such as the use of a cloakroom, garage, safe, laundry, telephone, telex and TV rental, an additional fee may be claimed by the Catering Establishment.

1 3 .4 All invoices, including bills for cancellation or no-show, are due by the customer at the moment they are presented to him. The customer must take care of cash payments unless otherwise agreed in writing or unless otherwise agreed.

1 3 .5 If an invoice is sent for an account with a lower amount than € 150, - pursuant to the provisions of the fourth paragraph, the Catering Establishment may also charge an administration fee of € 15.-. The provisions of this article apply accordingly to this amount.

1 3 .6 The customer and those who accompany him are jointly and severally liable for all amounts owed by one of them or all to the Catering Establishment, for whatever reason. None of them can rely on any privilege of enforcement. Catering agreements shall be deemed to be closed, also on behalf of anyone who accompanies the customer, unless otherwise stipulated. By appearing, those who accompany the customer indicate that the customer was authorized to represent them at the conclusion of the relevant catering agreement.

1 3 .7 As long as the customer has not fully met all his obligations towards the Catering Establishment, the Catering Establishment is entitled to take and retain all goods which the Customer has brought with him in the Catering Establishment until the Customer is satisfied to the satisfaction of the Customer. the Catering Establishment has fulfilled all its obligations to the Catering Establishment. In addition to a right of retention, the Catering Establishment also grants a right of pledge on the goods in question.

1 3 .8 If other than cash payment has been agreed, all invoices, for whatever amount, must be paid by the customer to the Catering Establishment within fourteen days of the invoice date. If an invoice is sent, the Catering Establishment is authorized at all times to charge a credit limitation surcharge of 2% of the invoice amount, which will lapse if the Customer has paid the invoice within fourteen days.

1 3 .9 If and insofar as timely payment is not made, the customer is in default without any notice of default being required.

1 3 .10 If the customer is in default, he must reimburse to the Catering Establishment all costs arising from the collection, both judicial and extrajudicial. The extrajudicial collection costs are set at a minimum of 15% of the principal amount owed, with a minimum of € 100, - all to be increased with the VAT due.

1 3 .11 In addition, if the client is in default, he owes an amount of interest that is 2% above the statutory interest. A part of a month is taken into account for the calculation of the interest due for an entire month.

1 3 .12 If the Catering Establishment has goods as referred to in Article 1 3 .7, and the Customer of whom the Catering Establishment has received the goods for a period of three months is in default, the Catering Establishment shall be entitled to publicly or privately to sell and to recover from the proceeds. The costs associated with the sale are also borne by the customer. What remains after the story of the catering company is paid to the customer.

1 3 .13 Any down payment, irrespective of any remark made or remark made by the customer for that payment, shall be deemed to be deducted from the debt of the customer to the Catering Establishment in the following order:

- the costs of execution;
- the judicial and extrajudicial collection costs;
- the interest;
- the damage;
- the principal amount.

1 3 .14 Payment is made in euros. If the Catering Establishment accepts foreign payment methods, the market rate applicable at the time of payment will apply. The Catering Establishment can thereby charge an amount of administration that is up to a maximum of 10% of the amount that is offered in foreign currency. The Catering Establishment can make these adjustments by adjusting the current market rate by a maximum of 10%.

13 .15 The Catering Establishment shall never be obliged to accept other payment instruments and may attach conditions to the acceptance of such means of payment.



Article 1 4 - Force Majeure

1 4 .1 Force majeure for the Catering Establishment, which means that any shortcomings caused by this can not be attributed to the Catering Establishment, will in any case apply to any foreseeable or unforeseeable circumstance that makes the execution of the Catering Agreement by the Catering Establishment such that it is difficult of the catering agreement becomes impossible or inconvenient.

14 .2 Such circumstances also include circumstances with persons and / or services and / or institutions that the Catering Establishment wishes to use in the performance of the Catering Agreement as well as everything that prevails in the previous cases as force majeure or suspensive or resolute conditions. as well as default of the aforesaid .

1 4 .3 If one of the parties to a Catering Agreement is not able to fulfil any obligation under that Catering Agreement, he is obliged to inform the other party of this as soon as possible.

Article 1 5 - Lost property

1 5 .1 Items lost or left behind in the building and its affiliation to the Catering Establishment, which are found by the customer, must be handed in to the Catering Establishment with due speed.

1 5 .2 The Catering Establishment shall acquire ownership of any property of which the entitled party has not reported to the Catering Establishment within one year after it has been handed over.

1 5 .3 If the Catering Establishment sends objects left behind by the Customer, this will be entirely at the expense and risk of the Customer. The Catering Establishment is never obliged to send.

Article 1 6 – Corkage fee and kitchen money

1 6 .1 If the customer in the premises of a Catering Establishment consumes beverages that have not been provided by that Catering Establishment, the Customer owes an amount of corkage money per bottle consumed.

1 6 .2 If the customer in the premises of a Catering Establishment consumes food that has not been provided by that Catering Establishment, the Customer owes an amount of kitchen money.

1 6 .3 The amounts referred to in Articles 1 6 .1 and 1 6 .2 shall be agreed in advance or, in the absence of prior agreement, reasonably determined by the Catering Establishment.

Article 1 7 - Applicable law and disputes

1 7 .1 Dutch law applies to hospitality agreements.

1 7 .2 In the event of disputes between the Catering Establishment and a customer (not being a natural person who does not act in the exercise of a profession or business), the judge in the residence of the Catering Establishment is exclusively competent, unless under mandatory statutory provision a the other court is competent and without prejudice to the jurisdiction of the Catering Establishment to settle the dispute by the judge who would be competent in the absence of this stipulation.

1 7 .3 If and as soon as a disputes committee has been established under the auspices of the Dutch Catering Guild and any other organizations involved, the disputes for settlement of which the Disputes Committee has been established will be settled in accordance with the regulations drawn up in this respect.

17.4 All claims of the customer shall lapse after a period of one year after the date on which they arose.

17.5 The invalidity of one or more of the clauses in these General Terms and Conditions does not affect the validity of all other stipulations. If a clause in these General Terms and Conditions becomes invalid for any reason, the parties are deemed to have agreed a valid replacement clause that approximates the invalid clause to purport and scope as much as possible.