

GENERAL TERMS AND CONDITIONS NEXT LEVEL CONCEPTS

Article 1. General

1. Unless otherwise defined in these terms and conditions, all terms used shall have the following definitions;
 - **Next Level Concepts:** Next Level Concepts is a registered trade name of Hospitality Concept Developers, a private company, having its registered office in Culemborg at the address Pascalweg 5-05, 4104 BD, The Netherlands, filed with the Chamber of Commerce in Utrecht, the Netherlands, under number 76902706, Next Level Concepts is user of these general terms and conditions.
 - **The Client:** each natural person or legal entity that has engaged Next Level Concepts to perform work or that receives an offer which is governed by these general terms and conditions.
2. These general terms and conditions are applicable to all Next Level Concepts' agreements and to all engagements and juridical relationships between Next Level Concepts and a client. The client's order or offer acceptance is presumed to be an acceptance of these general terms and conditions. These general terms and conditions are also applicable to all agreements with Next Level Concepts for the execution of which third parties are engaged.
3. Any deviation of these terms and conditions can only be made clear in writing.
4. The applicability of any conditions of the client is expressly rejected. Application of any conditions of the client is only possible if agreed in writing by parties.
5. If Next Level Concepts does not apply these general terms and conditions strictly to the agreement and the execution of the agreement, this does not mean these general terms and conditions are set aside. Next Level Concepts can still require strict compliance at every moment.
6. If one or more of the provisions of these general terms and conditions are invalid or set aside, the remaining provisions of these general terms and conditions shall remain applicable in full. Next Level Concepts and the client will in that case enter into consultation with a view to making agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.
7. If a situation occurs that is not described in these terms and conditions, this shall be judged in the spirit of these general terms and conditions.
8. Next Level Concepts may amend the present conditions. Amendments shall also apply to agreements already entered to. Next Level Concepts shall announce any such amendments well in advance. If the client does not wish to accept such amended conditions, client should make a written objection. Parties will consult with each other to reach an agreement. If no agreement is reached, the old conditions will apply.

Article 2. Offers and agreements

1. All offers issued by Next Level Concepts shall be without engagement. Offers are open for acceptance within a period of 30 days starting from the date of the offer. Offers shall apply only with respect to execution of the work in regular circumstances at regular working hours.
2. Next Level Concepts cannot be bound by the offer if the offer contains a mistake, which should reasonably be recognized as a mistake by the client.

3. The agreement shall only come into force upon written confirmation of the client, upon confirmation of Next Level Concepts to the client or when Next Level Concepts makes a start with the execution of the agreement, in accordance with the client.
4. Next Level Concepts and the client are not entitled to transfer rights and/or obligations ensuing from the agreement to a third party, unless otherwise is agreed by parties.

Article 3. Content of the agreement

1. The contents of this agreement are considered to be laid down in full and as the only document in order confirmation. Additions and/or changes are only binding on the parties if parties have laid these down in writing.
2. Additional work or additional assignments are performed in consultation and separately charged to the client. An alteration of the agreement can change the agreed upon completion deadline. The client accepts the possibility of an alteration of the agreement, including a change in price and completion deadline.
3. Drawings, technical descriptions and designs, provided to the client by Next Level Concepts, remain the sole property of Next Level Concepts. They may not be reproduced without the permission of Next Level Concepts, nor disclosed to third parties. If an offer does not lead to the conclusion of an agreement between Next Level Concepts and the client, the client must return all documents (including drawings, descriptions, designs and other specifications) to Next Level Concepts' address.
4. The assignment will be executed in consultation with the client (if necessary)
5. Unless expressly agreed otherwise in writing, the agreed or otherwise indicated deadlines are not binding. They only serve as target deadlines, unless otherwise agreed. The mere exceeding of these deadlines do not Next Level Concepts in default.

Article 4. Prices and payment

1. Prices set by or agreed to with Next Level Concepts are exclusive of taxes (21% VAT) and charges by any governmental body or authority.
2. If the costs of execution of the agreement increase after the closing of the agreement, Next Level Concepts shall be entitled to charge the client a price-increase if and to the extent that such increase is reasonable and substantiated.
3. Next Level Concepts is entitled to increase the fee if, during the performance of the work, it becomes apparent that the originally agreed or anticipated amount of work was underestimated when the contract was entered into, for reasons that cannot be attributed to Next Level Concepts, to such an extent that Next Level Concepts cannot reasonably be expected to perform the agreed work for the originally agreed fee. All changes to the fee will be substantiated by Next Level Concepts.
4. All Next Level Concepts services are invoiced in phases (standard: 50% after signing the agreement, 25% halfway the timeline of the project, 25% on delivery of the project). Other arrangements are possible if agreed in advance.
5. Delivery of an object will be made after payment of 100% of the total amount. Before the final payment the client has the right to inspect the Object.

6. In the case of consultancy, the fee is determined on the basis of the working hours actually spent, unless the parties agree on a fixed price. The fee, plus costs incurred, will be invoiced to the client on a monthly basis for the past month.
7. Payment is due within 14 days of the invoice date by transferring or depositing the payable amount to the bank or bank giro account stipulated by Next Level Concepts, unless otherwise is agreed in writing. Complaints do not suspend the payment obligation.
8. If the client fails to remit payment within the 14-day period, the client shall be held in default by operation of law without formal notice. The client shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time.
9. If the client fails to remit payment within the 14-day period, Next Level Concepts will be allowed to claim the in court and out of court costs with the client. The client also owes interest over the collection fee due.
10. The client's payment is without any deduction or set-off. Next Level Concepts reserves the right to have payments made by the client extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest, even if the client states that the payment relates to other invoices or bills.
11. In the event of the client being liquidated, declared bankrupt or granted suspension of payment, the claims of Next Level Concepts on the client shall become immediately due and payable. Next Level Concepts may suspend its performance and is, without judicial intervention, entitled to terminate the agreement.

Article 5. Execution of the agreement, delivery

1. Next Level Concepts will render all services to the best of his knowledge and ability and in conformity with generally accepted professional standards.
2. Provided models, pictures etcetera are only meant to show the range of possibilities offered by Next Level Concepts. No rights can be derived from them unless specific reference is made to them in the offer.
3. The client ensures that all data, of which Next Level Concepts indicates to be necessary in order to execute the agreement, or which the client is reasonably to understand that it is necessary to execute the agreement, is provided to Next Level Concepts in time. When the data, necessary to execute the agreement, is not provided in time, Next Level Concepts is entitled to postpone the agreement and/or charge the client with the additional costs coming from the delay. The client is responsible and liable for the accuracy, comprehensiveness and reliability of the data and documentation made available to Next Level Concepts.
4. A time period agreed during the term of the agreement for the completion of the work shall not under any circumstances be deemed to be a firm deadline.
5. The work is considered to be delivered if it is accepted or deemed to be accepted by the client. The date of delivery is set to be the date of acceptance by the client. The work shall be deemed accepted if the client appears to have taken control of the work or after receiving such notification from the client.
6. The risk of the work forming the subject of the agreement being lost or damaged shall transfer to the client at the time at which it is legally and/or actually delivered to the client and are thus placed at the client's disposal or a third-party nominated by the client for that purpose.

Article 6. Guarantees and conformity

1. With regard to objects supplied by third parties, the guarantee obligations of Next Level Concepts shall never be greater or of longer duration than the guarantee obligations of the supplying party towards Next Level Concepts. Any other guarantee obligations can only be agreed to in writing in the order confirmation from Next Level Concepts.
2. All guarantee obligations lapse if the client or any third party modifies the objects, by inexpert use, lack of care or if the client does not comply with provided instructions. No guarantee is given when defects are the result of normal wear and tear.

Article 7. Intellectual property

1. All intellectual or industrial property rights to any materials developed or provided under the agreement, such as impressions or (technical) drawings, concepts, designs and documentation, shall solely be held by Next Level Concepts or its licensors.
2. The client shall indemnify, defend and hold harmless Next Level Concepts from and against any loss, damage, costs, liability and expenses arising from or out of any third-party action or claim that Next Level Concepts infringes the intellectual property rights of such third party.
3. The client is not allowed to alter or remove any notice of copyrights, brands, trademarks or other rights of intellectual or industrial property.

Article 8. Transfer of ownership in case of purchase

1. All purchased objects delivered to the client shall remain the property of Next Level Concepts until receipt of payment in full of the amounts due by the client to Next Level Concepts in respect of any delivery, including interest and costs.
2. The client is not authorized to pledge or encumber the objects covered by retention of title.
3. In the event of the client failing to meet his contractual obligations, Next Level Concepts may exercise his property rights as provided from this article without formal notice.

Article 9. Force Majeure

1. Next Level Concepts is not required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views. Next Level Concepts can suspend his contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the agreement without being obliged to pay any compensation for damages to the other party. In this case, Next Level Concepts will remain entitled to demand payment for the services it supplied with respect to the performance of the agreement before the circumstances that caused the force majeure became apparent.

2. In these general conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of Next Level Concepts but which prevent Next Level Concepts from meeting his obligations. That includes strikes at Next Level Concepts' business or at the business of its partners. Next Level Concepts is entitled to invoke force majeure if the circumstances rendering (further) fulfilment of the obligations impossible commence after the point in time on which Next Level Concepts should have fulfilled his obligations.

Article 10. Cancellation, suspension and termination

1. The client cannot cancel the agreement without Next Level Concepts' written consent.
2. The client may cancel the agreement before Next Level Concepts has started execution of the agreement. Next Level Concepts shall be entitled to compensation of the loss of capacity utilisation caused by premature cancellation.
3. If the client dissolves the agreement in whole or in part, Next Level Concepts shall charge the client for all the activities carried out as well for all reasonable costs that arise from obligations already commenced by Next Level Concepts.
4. In the event that the client cancels the agreement in terms of this article, the client shall indemnify Next Level Concepts against any claim brought by third parties resulting from the client's cancellation.
5. Without prejudice to the provisions elsewhere in these terms and conditions, each of the parties is entitled to dissolve an agreement without judicial intervention if the other party, even after written summons with a reasonable term for recovery, fails to fulfil its obligations under this agreement.
6. If the client is declared insolvent or bankrupt or if a petition is filed for the client's compulsory liquidation or bankruptcy, attachment, debt rescheduling regulations or any other circumstance that prevents the client from free access to its assets, Next Level Concepts shall have the right, without being required to pay any compensation or reimbursement, to dissolve the agreement in whole or in part or to suspend performance of the agreement. Next Level Concepts shall in that case be entitled to demand immediate payment of any outstanding amounts.
7. Parties have the right to terminate the contract if the other party fails to meet his contractual obligations or meet them in full.
8. Next Level Concepts has the right to suspend performance of the contract or to dissolve the contract in whole, when Next Level Concepts finds out that there are circumstances which lead to reasonable doubt about the client's ability to meet its obligations, when the client is required to provide sufficient security concerning the fulfilment of its obligations deriving from the agreement, and when this security is not given or not sufficient or when a delay caused by the client prevents Next Level Concepts to meet the original conditions of the agreement. The client will not be entitled to any compensation.

Article 11. Liability

1. In the event of Next Level Concepts being held liable, that liability shall be limited to the provisions of this article. This article is subject to exception in cases of intentional act or omission on par with gross negligence on the part of Next Level Concepts.
2. Next Level Concepts is not liable for damages consisting of or caused by faults relating to information and data provided by the client.
3. To the extent that Next Level Concepts depends on the cooperation, services and supplies of third parties for the performance of the contract, Next Level Concepts will not be liable for any damage resulting from these relations or their discontinuation, irrespective of whether the damage is caused or becomes apparent when the formal relation with Next Level Concepts is on-going.
4. Next Level Concepts does not accept any liability for loss resulting from the incorrect or improper use of the objects supplied by Next Level Concepts, or resulting from the use of objects, which are modified by the client or any third party.
5. Next Level Concepts is only obliged to refund direct damage sustained by the client as a result of fault(s). Direct damage shall only concern:
 - a) The reasonable costs possibly incurred to have Next Level Concepts' faulty performance meet the conditions of the agreement unless the agreement is terminated by the client;
 - b) The reasonable costs made to determine the cause and size of the damage, given that this determination affects damage as described in this condition;
 - c) Costs made to limit the damage, given that the client proves that these costs have led to a limitation of direct damage as described in these general terms and conditions.

In the event of any loss or damage the client must notify Next Level Concepts of this in writing without delay, giving Next Level Concepts a reasonable period of time to check the client's loss or damage and to take care of recovery or limiting the damage.

6. Next Level Concepts is not liable to the client for any incidental, indirect, special or consequential damages arising out of or in connection with the contract. This clause is subject to exception in cases of intentional act or omission on par with gross negligence on the part of Next Level Concepts.
7. If the liability of Hospitality Concept Developers for damage of the other party must be assumed, then its liability will be limited to the amount paid out by the liability insurance of Hospitality Concept Developers. If the insurer of Hospitality Concept Developers does not pay any compensation, the liability of Hospitality Concept Developers is limited to a maximum of the amount of the price stipulated for that agreement. If the agreement is a continuing performance contract with a term of more than six months, the total compensation for damage will be equated to the total compensation stipulated for those six months, with a maximum of € 25,000.00 per incident or series of incidents.
8. The limitations in article 11.7 on the liability are not applicable when the damage is caused by intent or serious misconduct by Next Level Concepts or any of its managerial subordinates.
9. The client indemnifies Next Level Concepts of any claims by third parties, which have suffered damage as a result of the execution of the agreement and that have a cause that cannot be attributed to Next Level Concepts.

Article 12. Complaints

1. The client should examine the work *during* delivery for visible defects. Any visible defects will be recorded in the delivery-report, which will be signed by both parties. Except for these recorded defects, the work will be deemed to be accepted.
2. Non-visible faults or defects for which Next Level Concepts is liable as a consequence of the agreement must be reported in writing immediately after discovery, or immediately after they became reasonably visible, but at least within two months after delivery. If the client does not report any faults or defects within this period, the work is deemed to be accepted.
3. If a complaint is well founded, Next Level Concepts shall perform the rejected work anew, unless such has become demonstrably useless for the client or if it is no longer possible or useful to perform the work agreed upon. Next Level Concepts shall only be liable within the limits of article 11 of these general terms and conditions.
4. Complaints do not suspend the payment obligation.

Article 13. Applicable law and disputes

1. The laws of the Netherlands shall govern all legal relationships between Next Level Concepts and the client, to which these terms and conditions apply. The applicability of Vienna Sales Convention is excluded.
2. In the absence of mandatory rules of law to the contrary, the court in Utrecht has exclusive competent jurisdiction.