

GENERAL CONDITIONS

STEP INTO THE HISTORY
OF VICTORY



1933 MASERATI 8CM MONOPOSTO GRAND PRIX CAR

LOUWMAN
MUSEUM

General conditions

The General Conditions apply to offers and contracts offered by the Louwman Museum to a party who wishes to hold a reception or event (referred to hereafter as an Event) in the Museum. The user of the general conditions and provider of the offers and contracts is hereafter referred to as the Museum. The other party(s) is/are hereafter referred to as the Principal. The Museum and the Principal are together referred to as the parties.

Article 1. Applicability

- Lid 1 The General Conditions are applicable to all offers and contracts to which they have been declared to be applicable by the Museum, and to all offers and contracts that follow from them.
- Lid 2 The general conditions of the Principal are not applicable. The Museum expressly rejects these conditions.
- Lid 3 Deviations from and supplements to the General Conditions are only valid if agreed to expressly in writing between the parties.
- Lid 4 It will not affect the validity of the other regulations if one or more regulations in the General Conditions should not be valid for any reason. The parties will in joint consultation replace the invalid regulations by valid regulations whose scope is as close as possible to the invalid regulations to be replaced.
- Lid 5 The house rules of the Museum are also applicable in addition to the General Conditions. A copy of the most current house rules is attached to these conditions. The Museum has at all times the right to amend its house rules, if these amendments are reasonable, even after the conclusion of the contract between the parties.

Article 2. Offers

- Lid 1 All offers by the Museum are completely without obligation and are given conditionally. The Museum has at all times the right to withdraw or amend offers, even after the Principal has indicated that he wishes to use an offer. Information issued by the Museum in or with offers is of a general nature.
- Lid 2 The Museum may assume in its offers that the information issued by the Principal and the other parties is correct.

Article 3. Options

- Lid 1 Options are only valid if issued or confirmed in writing.
- Lid 2 Options are valid for 14 days, unless expressly agreed to otherwise. The option will be legally cancelled with immediate effect if no use is made of it within this period.
- Lid 3 If the Museum can conclude a definite contract with a third party within a current option period, it can force the Principal to accept the option within 24 hours, in default of which the option will be cancelled with immediate effect and the Museum may conclude the contract with the other party.

Article 4. Contract

- Lid 1 A contract with the Museum only comes into force after it has been signed by the Museum in agreement. Except for written pledges, the Museum always has the right to refuse to conclude a contract up until the moment of signing without giving a reason.
- Lid 2 If the Museum concludes a contract with several Principals, all the Principals are individually and fully liable for the full observance of all the obligations under the terms of the contract.

Lid 3 If the Museum concludes a contract with an intermediary, this intermediary is fully (jointly) liable for the full observance of all obligations under the terms of the contract, as are any other Principals.

Article 5. Extra and less work

Lid 1 Extra work is defined as: all services provided or commissioned by the Museum for the Principal, but are not agreed to in a contract between the parties.

Lid 2 Less work is defined as: all services that have been agreed to in a contract between the parties, but have not been used by the Principal.

Lid 3 The costs for extra work are always charged fully to the Principal. If no agreements have been made about the amount of the costs, the Museum is in each case justified in charging current market prices for them.

Lid 4 There will be no compensation for less work, unless agreed to otherwise in writing or if the Principal uses the cancellation ruling.

Lid 5 The Principal is obliged to inform the Museum immediately if he uses services that are classed to extra work.

Article 6. Cancellation ruling

Lid 1 The Principal has at all times the right to cancel a contract concluded with the Museum either completely or partly. On cancellation, the Principal owes the compensation percentage given in paragraph 2 over the compensation agreed to between the parties for what was cancelled.

Lid 2 A percentage of 10% applies on cancellation more than 6 months before the date of the Event agreed to between the parties, with 6 months or less, but more than 3 months, a percentage of 25% applies, with 3 months or less, but more than 1 month, a percentage of 50% applies, with 1 month or less a percentage of 100% applies.

Lid 3 The percentage of 100% also applies if there is no cancellation in the event of non-appearance. Postponement or amendment of the date of the Event agreed to between the parties is considered the same as cancellation.

Article 7. Prices and payment

Lid 1 All prices are in Euros and do not include VAT or other levies such as Buma Stemra, etc., unless expressly indicated otherwise. Changes in these levies will always be charged to the Principal.

Lid 2 Invoices will be sent as described in the contract, or immediately after the event in default thereof.

Lid 3 The Museum has at all time the right to ask for a deposit, which is reasonable in its view and which must be issued by the Principal at the Museum's first request, without giving a reason.

Lid 4 An invoice must be paid within a maximum of 14 days.

Lid 5 In the event of late payment, the Principal owes the Museum interest of 2% per month, in addition to all the collection costs, in which each part of a month is rounded up to a full month.

Lid 6 The Principal is not permitted to suspend and/or balance a payment, unless the reason for the suspension or the claim that is balanced is recognised in writing by the Museum management.

Lid 7 Credit entries can only be agreed to with the management.

Article 8. Obligations of the Museum

- Lid 1 The Museum will make the agreed room(s) available to the Principal on the agreed date or dates of the Event. The Museum has the right to offer other suitable room(s) instead of the agreed room(s), in consultation with the Principal.
- Lid 2 The Museum is obliged to provide the agreed supplementary services with a quality that may be reasonably expected by the Museum considering all the circumstances.
- Lid 3 The Museum has the right to enlist third parties for the fulfilment of its obligations under the terms of this contract.
- Lid 4 The Museum gives no guarantee about its collection and/or programme during the Event.

Article 9. Obligations of the Principal

- Lid 1 The Principal may only use the room(s) and services made available by the Museum for the purpose agreed to between the parties, and for which they are suitable.
- Lid 2 The Principal may not conduct activities on or around the Museum site, which in the opinion of the Museum can be harmful to the Museum, or bring any harmful items and/or substances, sell any items, or cause a disturbance in any other way.
- Lid 3 The Principal may never exceed the maximum number of guests during the Event (including construction, vacating and dismantling). If this number is not known, the number of guests agreed to in the contract will apply as the maximum.
- Lid 4 The Principal must be aware of the most current house rules of the Museum and always immediately and fully follow these rules and the directions of or on behalf of the Museum. The Principal must in addition always act correctly on and around the Museum site, at the full judgment of the Museum.
- Lid 5 The Principal must guarantee safety on and around the Museum site at all times during the Event (including construction, vacating and dismantling). He must in addition do everything to prevent damage on and around the Museum site or to the items present thereon.
- Lid 6 The Principal is not permitted to make changes and/or additions to (the surroundings of) the site and/or building (s) of the Museum. The Principal must leave everything in the state it was found.
- Lid 7 The Principal must ensure that he also applies the obligations in this article to his Guests, and that his Guests observe them. The Principal must vouch for the identity and actions of all his Guests. Guests are defined as: every visitor to the Event (including construction, vacating and dismantling), not being a person employed or enlisted by the Museum.
- Lid 8 The Museum, if necessary and without prior warning, has the right to suspend (temporarily) its service immediately, if the Principal and/or (one of) his Guests in the opinion of the Museum does not or insufficiently observes the above obligations and/or does not act (sufficiently) correctly and thus endangers safety and/or public order.
- Lid 9 The Museum, if necessary and without prior warning, has the right to refuse the Principal and/or (one of) his Guests admittance to its site and/or building(s) if in the opinion of the Museum the above obligations are not or are insufficiently observed, or there is a question of incorrect behaviour or the impression is given that there is a great chance that this person(s) can endanger safety and/or public order.
- Lid 10 The Principal must provide any necessary permits, etc.
- Lid 11 The Principal must ensure that all underage Guests are accompanied by sufficient adult Guests.
- Lid 12 The Principal must ensure that he and his Guests co-operate with any safety controls of persons, bags, coats, etc.

Article 10. Liability of the Museum

- Lid 1 The Principal and his Guests visit the Museum at their own risk. The Museum is only liable for damage, of any kind, if there is a question of gross negligence by the Museum and/or its supervisors, unless a compelling reason permits a less strict ruling.
- Lid 2 The Museum excludes liability for all forms of indirect, industrial and resulting damage and maximises its liability to the amount issued by its insurance plus its own risk. If the Museum in addition should be still liable, it limits its liability to the amount of the contract concluded between the parties, with a maximum of € 15,000.
- Lid 3 The Museum only gives informal advice. The Museum is never liable for the content and/or consequences of the advice it gives, except in the case of deliberate or gross negligence on the part of itself or one of its supervisors.
- Lid 4 The Museum is not liable for damage caused by the actions of the third parties it has enlisted, or their personnel or suppliers.
- Lid 5 The Museum is never liable for damage to or by vehicles of the Principal.
- Lid 6 The Principal and his Guests are themselves fully responsible for property they bring with them. The Museum, except in the case of deliberate or gross negligence on the part of itself or one of its supervisors, is not liable for damage to or loss of this property, unless this has been taken into custody by the Museum in return for payment and a numbered receipt has been issued for it. In this case the liability is limited to the item taken into custody and not to its contents and in all cases maximised at € 1000.
- Lid 7 Personnel and suppliers of the Museum can also call on the above rulings.

Article 11. Liability of the Principal

- Lid 1 The Principal must vouch for and is responsible for all the actions of his Guests on the site(s) and in the building(s) of the Museum, and in the direct surroundings, during the Event (including construction, vacating and dismantling).
- Lid 2 The Principal is fully liable to the Museum for all damage suffered by the Museum due to his actions. The Principal is also fully responsible and individually liable for all damage suffered by the Museum due to the actions of his Guests, without prejudice to the right of the Museum (also) to claim the damage directly from these Guests themselves.
- Lid 3 The Principal indemnifies the Museum from all claims from third parties arising from contract(s) concluded between the parties, unless this damage is caused deliberately or by gross negligence on the part of the Museum or one of its supervisors.
- Lid 4 The Museum assumes that the Principal has sufficiently insured its liability.

Article 12. Technical facilities

- Lid 1 The technical facilities will only be operated by or under the supervision of the Museum.
- Lid 2 The Museum will only provide those technical facilities and technicians agreed to in the contract between the parties.
- Lid 3 The Principal or his Guests may only bring and use their own technical facilities with the written permission of the Museum.

Article 13. Intellectual ownership

- Lid 1 The Museum is and remains the legal owner of all intellectual ownership rights related to it.
- Lid 2 Any intellectual ownership rights arising from (the implementation of) the contract between the parties are solely and fully for the account of the Museum.
- Lid 3 The Principal is not permitted to infringe the intellectual ownership rights of the Museum in any way.
- Lid 4 The Principal is not permitted, without the prior express written permission of the Museum, to publish a name, logo, etc., of the Museum.

Article 14. Complaints

- Lid 1 The Principal must have submitted any complaints to the Museum within one month of being aware or that it could have been aware of them, in default of which the right to complain is cancelled.
- Lid 2 Complaints can only be submitted by registered letter or bailiff's writ.

Article 15. Termination

- Lid 1 Without prejudice to the other regulations in these conditions, the Museum can terminate the contract concluded between the parties if one of the conditions below is met:
- a) The Principal does not observe relevant obligations.
 - b) The Principal is declared bankrupt, has requested (provisional) suspension, or has submitted a request on the grounds of the Debt Payment by Natural Persons Act.
 - c) The Principal has stopped, liquidated or transferred his company to a third party.
 - d) If there are sufficient indications that the Event will have another character than agreed to between the parties and the Museum would not have concluded the contract if it had known about this character.
- Lid 2 Both parties have the right to terminate this contract, without owing any compensation to the other party, if there is a question of force majeure as defined by law. In such a situation they must have immediately verbally informed the other party(s) about this and must have confirmed this to them in writing immediately.
- Lid 3 If the Museum at the time of the termination has already completed work for the implementation of the contract, this work and the accompanying payment obligations will not be cancelled by or after the termination. The Principal will therefore also always owe the costs for work already performed by the Museum.

Article 16. Conclusion

- Lid 1 Only Dutch law is applicable to the offers and contracts. Only a Dutch judge is authorised.
- Lid 2 The Museum will decide in all cases not provided for by these General Conditions and/or the house rules of the Museum.
- Lid 3 The Dutch text is binding in the event of lack of clarity if a translation is used.