

GENERAL TERMS AND CONDITIONS OF HOTEL BUSSLOO B.V. AND THERMEN BUSSLOO B.V.

These General Terms and Conditions of **HOTEL BUSSLOO B.V.** and **THERMEN BUSSLOO B.V.**, with their registered office in Apeldoorn and principal place of business in Voorst, entered in the Commercial Register of the Chamber of Commerce under numbers 08111153 and 08111154, respectively, hereinafter referred to jointly as 'Hotel Thermen Bussloo', were filed on 1 April 2014 at the Registry of the District Court of Zutphen under number 14/20, as well as in the Commercial Register of the Chamber of Commerce. These General Terms and Conditions can also be consulted via the website: www.thermenbussloo.nl and a copy can be sent on request. These General Terms and Conditions are cited as 'General Terms and Conditions'.

1. DEFINITIONS AND INTERPRETATION

1.1 Unless explicitly stated otherwise, the following words and terms will have the meaning ascribed to them in this article.

Proposal / Offer(s): each proposal by Hotel Thermen Bussloo to enter into a Contract;

Cancellation: the written form on which the Customer notifies Hotel Thermen Bussloo that full or partial use will not be made of one or more of the agreed Services, or the written form on which Hotel Thermen Bussloo notifies the Customer that all or part of the agreed Services will not be provided;

Consumer customer(s): one or more natural persons who are not acting in the practice of a profession or operation of a business, who have concluded a Contract with Hotel Thermen Bussloo;

Services: the services to be provided by Hotel Thermen Bussloo are subdivided into four (4) groups and can possibly be purchased and subdivided separately or purchased in combination as an arrangement, and consist of:

- a. Hospitality Services: the provision of food and/or beverages and/or accommodation, as well as making meeting and other spaces and grounds available; and/or
- b. Wellness Services: wellness facilities, indoor and outdoor saunas, Kelo saunas, various swimming pools, including whirlpools, spring water pools, steam rooms, salt crystal cave, saltwater pool, mint room, saltwater bath, rental of towels, bathrobes and suchlike; and/or
- c. Health & Beauty Services: including beauty treatments, health treatments, detox, juice cleanses, massages, Rhassoul clay treatments, Hamam treatments and suchlike; and/or
- d. Event Hosting Services: provision of accommodation to Guests under a Contract with third parties who are engaged in organising indoor or outdoor training courses or outdoor sport or other activities in the vicinity of Hotel Thermen Bussloo, but do not have independent accommodation at their disposal to provide Hospitality Services.

Other services: shuttle service, bicycle rental, boat rental, Nordic walking and all other services offered by Hotel Thermen Bussloo that are not covered under a. to d. inclusive above.

Contract for Services: contract between Hotel Thermen Bussloo and a Customer in relation to the provision of one or more Services;

Invoice amount: The total sum of the amounts payable by the Customer to Hotel Thermen Bussloo under one or more Contracts, as well as on the basis of one or more Services provided under a Contract, including service charge, tourist tax and VAT, if and in so far as applicable, plus any other amounts payable by the Customer under these General Terms and Conditions;

National Holidays: generally recognised holidays in the Netherlands;

Guest(s): one or more natural persons to whom Hotel Thermen Bussloo provides one or more Services that must be provided under a Contract concluded with the Customer. Where Guest or Customer is referred to in these General Terms and Conditions, this means both Guest and Customer, unless it necessarily ensues from the content or purpose of the stipulation that only one of the two can be meant;

Property: all property, including cash, monetary instruments and valuable papers;

Hotel Establishment: the part of the business activities of Hotel Thermen Bussloo that relates to the provision of accommodation, as well as making meeting and other spaces and grounds available;

Customer(s): Consumer Customer(s) and Business Customer(s) jointly;

Contract of Sale: each contract concluded between Hotel Thermen Bussloo and the Customer for the sale and delivery of Products by Hotel Thermen Bussloo, any change or addition thereto, as well as all legal and other acts to prepare and perform that Contract of Sale;

No-Show: without Cancellation, failure by a Customer and/or Guest to make use of one or more Services to be provided by Hotel Thermen Bussloo under a Contract;

Turnover Guarantee: a written statement by the Customer that under one or more Contracts, Hotel Thermen Bussloo will earn at least a specifically agreed amount of turnover;

Contract(s): one or more Contracts for Services and/or one or more Contracts of Sale;

Products: all products, such as for example - but not limited to - Health & Beauty products, that Hotel Thermen Bussloo offers for sale in its shop(s);

Restaurant Establishment: the part of the business activities of Hotel Thermen Bussloo that relates to the provision of food and/or beverages, whether or not in combination with the Hotel Establishment;

Provision of Services: the provision by Hotel Thermen Bussloo of Hospitality Services and/or Wellness Services and/or Health & Beauty Services and/or Event Hosting Services, everything with corresponding work and services, all this in the broadest sense;

Business Customer(s): one or more legal persons or companies that have concluded a Contract with Hotel Thermen Bussloo.

- 1.2 Article titles serve only as reference. No rights can be derived from them.
- 1.3 These General Terms and Conditions, references to statutory provisions are references to statutory provisions as they will read at the time that these General Terms and Conditions are adopted.
- 1.4 In these General Terms and Conditions, if the context so requires, the singular will also contain the plural and vice versa.

2. APPLICABILITY OF THE GENERAL TERMS AND CONDITIONS

- 2.1 These General Terms and Conditions Apply to all Offers and Contracts, as well as to all obligations and Services ensuing therefrom and following thereon.
- 2.2 If the General Terms and Conditions were applicable to any Contract, they will automatically apply – without this having to be agreed separately between the parties concerned – to every contract concluded by the parties afterwards, unless explicitly agreed otherwise in writing in relation to the contract in question.
- 2.3 Hotel Thermen Bussloo explicitly rejects the applicability to any Contract of general or specific terms and conditions used by the Customer, unless and after Hotel Thermen Bussloo has explicitly declared in writing that they are applicable to a Contract. Acceptance of this manner of applicability of terms and conditions of the Customer to a Contract shall not under any circumstances mean that those terms and conditions will be tacitly applicable to any Contract concluded afterwards.
- 2.4 Derogations from these General Terms and Conditions will be valid only if they have been confirmed by Hotel Thermen Bussloo to the Customer from case to case in writing and explicitly.
- 2.5 These General Terms and Conditions also extend to all natural persons, legal persons and companies that are being used or have been used by Hotel Thermen Bussloo on entering into

and/or performing a Contract and providing the Services, or in general in relation to the operation of Hotel Thermen Bussloo.

- 2.6** In case of nullity or nullification by the Customer of one or more stipulations of the General Terms and Conditions, the other stipulations of the General Terms and Conditions will remain fully applicable to the Contract. The parties will consult in order to replace a null and void or nullified stipulation of the General Terms and Conditions by a stipulation that is indeed valid or not nullifiable and that is as far as possible in line with the aim or purpose of the null and void or nullifiable stipulation.
- 2.7** If a Contract derogates from one or more stipulations of the General Terms and Conditions, the stipulations in the Contract will prevail. In that case, the other stipulations of the General Terms and Conditions will remain fully applicable to the Contract.
- 2.8** If translations of these Terms and Conditions have been issued, the version in Dutch will prevail over the version(s) in a different language.
- 2.9** The internal rules of Hotel Thermen Bussloo apply to every stay in Hotel Thermen Bussloo. They form an integral part of these General Terms and Conditions. Hotel Thermen Bussloo must hang, affix or deposit the internal rules in a clearly observable place where the Customers and/or Guests can take note of them, or hand a written copy of the internal rules to the Customers and/or Guests. Customers and/or Guests must comply with the internal rules.

Section 1 **CONTRACTS FOR SERVICES**

3. RESERVATIONS AND CONCLUSION OF CONTRACTS

- 3.1** If a Customer and/or Guest wishes to use one or more Service(s), these Service(s) must be reserved in time in writing, by telephone or by electronic means (online) via the website www.thermenbussloo.nl. For the reserved Service(s), at the discretion of Hotel Thermen Bussloo, full or partial payment in advance may be required. This advance payment must be made in accordance with the stipulations of article 4 of these General Terms and Conditions (Settlement and payment).
- 3.2** Contracts are concluded at the time that Hotel Thermen Bussloo, or an intermediary on behalf of Hotel Thermen Bussloo, has confirmed a booking/reservation by the Customer in writing, or if Hotel Thermen Bussloo implements the Customer's booking/reservation. A Contract will also be concluded through acceptance of an Offer by the Customer. Changes and additions to and/or extensions of a Contract will be binding only if they have been explicitly agreed in writing. The Contract will take the place of and replace all previous proposals, correspondence, arrangements or other communication between the parties that took place prior to entering into the Contract, however much they may derogate from or be in conflict with the Contract. Commitments by or agreements with subordinates or representatives of Hotel Thermen Bussloo will be binding on Hotel Thermen Bussloo with respect to the Customer only if and in so far as Hotel Thermen Bussloo has affirmed or confirmed these commitments and/or agreements to the Customer in writing.
- 3.3** Within twenty-four (24) hours after an online or other reservation, the Customer will receive an email with a booking confirmation and a copy of these General Terms and Conditions from Hotel Thermen Bussloo, or from an intermediary on behalf of Hotel Thermen Bussloo, which booking confirmation will serve as proof of the booking. The Customer must check the booking confirmation and inform Hotel Thermen Bussloo without delay in writing of any mistake in relation to the booking/reservation, failing which the booking will take place as stated in the booking confirmation. All bookings, online or not, are valid only after they have been confirmed by email by Hotel Thermen Bussloo, or by an intermediary on behalf of Hotel Thermen Bussloo.

Up to a week before the starting time of the Service(s) reserved by a Business Customer, the Business Customer can make changes to the size of the group as stated in the reservation confirmation. If the number of persons is more than 15% less than the number of persons stated, the cancellation conditions as set out in article 6 of these General Terms and Conditions will apply. If the Business Customer indicates the number of persons at the starting time of the Service(s) reserved by the Business Customer less than a week before it, the costs of the number of persons indicated less than a week before will be charged in full to the Business Customer.

- 3.4** All Proposals made by Hotel Thermen Bussloo for the conclusion of Contracts and provision of Services are without obligation and based on "as long as the supply (or capacity) lasts" and can always be revoked by Hotel Thermen Bussloo, even if they contain a time limit for acceptance. If Hotel Thermen Bussloo relies on said reservation within a reasonable period after acceptance by the Customer, to be determined according to the circumstances, the intended Contract will be deemed not to have been concluded and Hotel Thermen Bussloo and the Customer and/or the Guest will have to undo all acts performed in the context of performing the Contract, with which Hotel Thermen Bussloo and the Customer and/or the Guest must cooperate reciprocally with each other as reasonably necessary.
- 3.5** All illustrations, descriptions, statements of dimensions and weight and other information provided by Hotel Thermen Bussloo will not be binding on Hotel Thermen Bussloo, and are only intended to give a general representation of the quality of the Services offered by Hotel Thermen Bussloo. Hotel Thermen Bussloo does not accept any liability whatsoever for faulty illustrations, faulty descriptions, erroneous indications of dimensions and weight and other erroneous information.
- 3.6** All Offers are made by Thermen Bussloo, directly or indirectly, to the best of its knowledge and with utmost care. Hotel Thermen Bussloo nevertheless does not warrant that no relevant differences will occur.
- 3.7** Options are granted with a predetermined end date. An option that the Customer does not convert into an actual reservation by the end date at the latest, or an option regarding which the Customer stated earlier that it would not be exercised, will be considered to have lapsed, without requiring notice of termination by Hotel Thermen Bussloo. An option can be granted only in writing.
- 3.8** Contracts entered into for or on behalf of Customers by intermediaries (including, but not limited to, shipbrokers, travel agencies and other hospitality establishments), whether or not in the name of their business contact(s), will be considered to have been concluded also at the expense and risk of these intermediaries. Hotel Thermen Bussloo will not owe intermediaries any commission, however named, unless explicitly agreed otherwise in writing. The Customers and intermediaries will be jointly and severally liable for payment of the amount due. Full or partial payment of the amount due by the Customer to Hotel Thermen Bussloo will release the intermediary to the same extent.
- 3.9** Hotel Thermen Bussloo can refuse to conclude a Contract at all times for whatever reason, except if such refusal is based purely on one or more grounds referred to in Section 429 *quater* of the Dutch Penal Code (discrimination). Hotel Thermen Bussloo will be entitled to deny Customers and/or Guests access to the Hotel Establishment and/or Restaurant Establishment, as well as the provision of Services, if it estimates that this is required by normal/orderly business operations.

4. SETTLEMENT AND PAYMENT

- 4.1** The Customer and/or Guest must pay the price set in the Contract or, if the Contract was concluded more than three (3) months before the time at which the Service(s) under the Contract should have been provided, the prices that applied at the time the Service(s) should have been provided, which also means the prices specified on lists that Hotel Thermen Bussloo affixes in a place that is visible to Customers and/or Guests, or included on a list that is handed to Customers and/or Guests, if necessary on request. A list is considered to have been affixed in a manner visible to Customers and/or Clients if it is visible in areas of Hotel Thermen Bussloo that are accessible to the public.
- 4.2** For additional services, including but not limited to, use of the wardrobe, garage/car park, safe, dry cleaning and/or regular laundry, telephone, fax, internet and radio and/or television services, Hotel Thermen Bussloo may charge an extra fee.
- 4.3** All bills, also including bills for cancellation or No-Show, will be due and payable by the Customer and/or Guest at the time they are presented to them.
- 4.4** If a Turnover Guarantee has been given, the Customer and/or Guest must pay Hotel Thermen Bussloo at least the amount specified in the Turnover Guarantee in relation to the relevant Contract(s).
- 4.5** If an invoice is sent to the Customer and/or Guest for an amount below EUR 150 (hundred fifty euros) under the stipulations of paragraph 4 of this article 4, then Hotel Thermen Bussloo can charge ten per cent (10%) of the Invoice Amount in administrative costs.
- 4.6** As long as Customers and/or Guests have not complied fully and in the correct way with all their obligations to Hotel Thermen Bussloo, Hotel Thermen Bussloo will be entitled to take and maintain possession of all Property that Customers and/or Guests in Hotel Thermen Bussloo have taken along until the Customers and/or Guests have complied completely and in the correct way with all their obligations to Hotel Thermen Bussloo, to the satisfaction of Hotel Thermen Bussloo.
- 4.7** If a payment method other than direct payment has been agreed, or payment in cash or by way of a debit card has been agreed, and either in advance or on arrival, regardless of the amount, the Customer and/or Guest must pay invoices to Hotel Thermen Bussloo within fourteen (14) days of the invoice date. If an invoice is sent or subsequently sent, Hotel Thermen Bussloo will be entitled at all times to charge the Customer and/or Guest a late payment surcharge of two percent (2%) of the invoice amount, which surcharge will lapse if the Customer pays the invoice in time and in full.
- 4.8** If and in so far as timely payment is not made, the Business Customer will be in default without any notice of default being required. A Consumer Customer will be in default after being reminded in writing and given a period of fourteen days as yet to settle the claim of Hotel Thermen Bussloo, with notice of the consequences if payment is not made completely and in time after a demand.
- 4.9** If the Customer and/or Guest is in default, they must reimburse Hotel Thermen Bussloo for all judicial and extrajudicial costs incurred on the part of Hotel Thermen Bussloo to collect the amounts payable by them. The extrajudicial collection costs will be calculated in accordance with the relevant statutory provisions.
- 4.10** Over and above this, a Business Customer, if they are in default, will have to pay interest at a rate of two per cent (2%) above the statutory interest. In calculating the interest due, part of a month will count as a whole month.

- 4.11** Hotel Thermen Bussloo has a right of retention in respect of Property taken along by Customers and/or Guests to the hotel, as security for payment of any claims against Customers and/or Guests in relation to Hospitality Services, whether or not other Services have been added. If Hotel Thermen Bussloo has Property in its possession as referred to in article 8.5, and the Customer and/or Guest from whom Hotel Thermen Bussloo acquired possession of the Property remains in default for three (3) months, Hotel Thermen Bussloo will be at liberty no longer to store these items of Property.
- 4.12** Each payment by the Customer and/or Guest, regardless of any notes placed with the payment or comments made, will serve to reduce the debt of the Customer and/or Guest to Hotel Thermen Bussloo in the following order:
- a. enforcement costs;
 - b. judicial and extrajudicial collection costs;
 - c. interest;
 - d. loss;
 - e. principal sum.
- 4.13** Unless explicitly agreed otherwise, payment must be made in euros. If Hotel Thermen Bussloo accepts payment in foreign currency, then the exchange rate applicable at the time of payment will apply. Hotel Thermen Bussloo can also charge an amount as administrative costs that is equal to ten per cent (10%) at most of the amount offered in foreign currency. Hotel Thermen Bussloo can effect this by adjusting the exchange rate by 10% at most.
- 4.14** Without prejudice to provisions of mandatory law, the Customer and/or Guest will not have the right to suspend their payment obligations to Hotel Thermen Bussloo or to set them off against payment obligations of Hotel Thermen Bussloo to the Customer and/or Guest.
- 4.15** Hotel Thermen Bussloo will be entitled to set off all claims against the Customer and/or Guest against any debt that Hotel Thermen Bussloo might have to the Customer and/or Guest, or to legal and natural persons affiliated with the Customer and/or Guest.
- 4.16** All claims of Hotel Thermen Bussloo against the Customer and/or Guest will be immediately due and payable in the following cases:
- a. if after conclusion of the Contract, circumstances become known to Hotel Thermen Bussloo that give it good reason to fear that the Customer and/or Guest will not comply with their obligations, which will be entirely at the discretion of Hotel Thermen Bussloo;
 - b. if, at the time the Contract was concluded, Hotel Thermen Bussloo requested the Customer and/or Guest to provide security for compliance with their obligation and such security is not provided or is insufficient;
 - c. in the event that the Customer and/or Guest files a winding-up petition or applies for suspension of payment, in case of the liquidation/death of the Customer and/or Guest or if the Debt Restructuring (Natural Persons) Act (WSNP) becomes applicable to a Consumer customer.
- 4.17** Hotel Thermen Bussloo will be entitled at all times, based on its estimate of the Customer's creditworthiness, to require the provision of security for compliance with payment obligations that are due and payable payment and not due and payable, or full or partial payment in advance. If and as long as the Customer fails to provide security or make full or partial payment in advance, Hotel Thermen Bussloo will be entitled to suspended its delivery obligation.
- 4.18** Complaints of whatever nature about the performance of a Contract by Hotel Thermen Bussloo will not suspend the Customer's and/or Guest's payment obligation, and may only be brought to the attention of Hotel Thermen Bussloo in writing.

4.19 Hotel Thermen Bussloo will not be subject to any obligation in relation to a claim filed if the Customer and/or Guest has not complied in time and completely with all their obligations (both financial and otherwise) with respect to Hotel Thermen Bussloo.

4.20 A claim concerning a Service provided by Hotel Thermen Bussloo cannot have influence on Services provided earlier or yet to be provided, not even if these are Services that have been or will be provided to perform the same Contract.

5. SECURITY DEPOSIT AND INTERIM PAYMENT

5.1 Hotel Thermen Bussloo can require the Customer at all times to make or have a security deposit made to Hotel Thermen Bussloo in the amount not exceeding the Invoice Amount minus any interim payments already made. Security deposits provided will be administered properly, will serve only as security for Hotel Thermen Bussloo and will explicitly not count as turnover already earned.

5.2 Hotel Thermen Bussloo will also be entitled at all times to require interim payment of Services provided in the meantime.

5.3 Hotel Thermen Bussloo may recover from the security deposit provided under the preceding stipulations all that which Customers and/or Guests owe on any basis. Hotel Thermen Bussloo will refund any surplus forthwith to the Customer and/or Guest.

6. CANCELLATION BY THE CUSTOMER

6.1 When Customers cancel a reservation, they must pay the sums referred to in this article 6 of these General Terms and Conditions. Each Cancellation must be in writing and dated. A Customer cannot derive any rights from an oral Cancellation. If not all agreed Services are cancelled, the stipulations below will apply pro rata to the cancelled Services.

6.2 In the event of a No-Show, the Customer must in all cases pay the Invoice Amount of the agreed Service(s), plus the amounts referred to in paragraph 3 of this article 6.

6.3 As a result of Cancellation by the Customer, the Customer must at all times fully reimburse Hotel Thermen Bussloo for amounts that Hotel Thermen Bussloo already owes to third parties in connection with the Contract or the Services to be provided under the Contract.

CANCELLATION OF WELLNESS SERVICES AND/OR HEALTH & BEAUTY SERVICES

6.4 Business Customers

If a Business Customer has made a reservation for Wellness Services and/or Health & Beauty Services, with or without use of the Restaurant Establishment, then the following will apply to Cancellations:

- a. in case of Cancellation more than three (3) months before the starting time of the Service(s) reserved by the Customer, no amount will be due. Any costs paid in advance will be fully refunded, after deduction of administration costs, without prejudice to the stipulation in article 6.3;
- b. in case of Cancellation more than two (2) months before the starting time of the Service(s) reserved by the Customer, fifteen per cent (15%) of the Invoice Amount will be due;
- c. in case of Cancellation more than one (1) month before the starting time of the Service(s) reserved by the Customer, fifty per cent (50%) of the Invoice Amount will be due;
- d. in case of Cancellation more than (14) days before the starting time of the Service(s) reserved by the Customer, sixty per cent (60%) of the Invoice Amount will be due;

- e. in case of Cancellation more than seven (7) days before the starting time of the Service(s) reserved by the Customer, seventy-five per cent (75%) of the Invoice Amount will be due; and
- f. in case of Cancellation less than seven (7) days before the starting time of the Service(s) reserved by the Customer, the full Invoice Amount will be due.

6.5 Consumer Customers

If a Consumer Customer has made a reservation for Wellness Services and/or Health & Beauty Services, with or without use of the Restaurant Establishment, then the following will apply to Cancellations:

- a. in case of Cancellation more than one (1) month before the starting time of the Service(s) reserved by the Customer, no amount will be due. Any costs paid in advance will be fully refunded, after deduction of administrative costs, without prejudice to the stipulation in article 6.3;
- b. in case of Cancellation more than fourteen days before the starting time of the Service(s) reserved by the Customer, thirty-five per cent (35%) of the Invoice Amount will be due;
- c. in case of Cancellation more than seven days before the starting time of the Service(s) reserved by the Customer, fifty per cent (50%) of the Invoice Amount will be due;
- d. in case of Cancellation more than three (3) days before the starting time of the Service(s) reserved by the Customer, sixty per cent of the Invoice Amount will be due;
- e. in case of Cancellation more than twenty-four (24) hours before the starting time of the Service(s) reserved by the Customer, eighty-five per cent (85%) of the Invoice Amount will be due;
- f. in case of Cancellation less than 24 hours before the starting time of the Service(s) reserved by the Customer, the full Invoice Amount will be due.

CANCELLATION VAN HOTEL ACCOMMODATION/LODGINGS/ROOMS

6.6.1 Business Customers

If a Business Customer has made a reservation for hotel accommodation, with or without breakfast, then the following will apply to Cancellation of that reservation:

- a. in case of Cancellation more than 3 months before the starting time of the Service(s) reserved by the Customer, and in case of Cancellation more than 24 hours before the starting time of the Service(s) reserved by the Customer, if this concerns one hotel room, no amount will be due. Any costs paid in advance will be fully refunded, with deduction of administrative costs, without prejudice to the stipulation in article 6.3;
- b. in case of Cancellation more than 2 months before the starting time of the Service(s) reserved by the Customer, 15% of the Invoice Amount will be due;
- c. in case of Cancellation more than 1 month before the starting time of the Service(s) reserved by the Customer, 35% of the Invoice Amount will be due;
- d. in case of Cancellation more than 14 days before the starting time of the Service(s) reserved by the Customer, 60% of the Invoice Amount will be due;
- e. in case of Cancellation more than 7 days before the starting time of the Service(s) reserved by the Customer, 85% of the Invoice Amount will be due;
- f. in case of Cancellation 7 days or less before the starting time of the Service(s) reserved by the Customer, the full Invoice Amount will be due.

6.6.2 Business Customers

If a Business Customer has made a reservation for a hall, then the following will apply to Cancellation of that reservation:

- a. in case of Cancellation more than 6 months before the starting time of the Service(s) reserved by the Customer, no amount will be due. Any costs paid in advance will be fully refunded, after deduction of administrative costs, without prejudice to the stipulation in article 6.3;

- b. in case of Cancellation more than 3 months before the starting time of the Service(s) reserved by the Customer, 10% of the Invoice Amount will be due;
- c. in case of Cancellation more than 2 months before the starting time of the Service(s) reserved by the Customer, 15% of the Invoice Amount will be due;
- d. in case of Cancellation more than 1 month before the starting time of the Service(s) reserved by the Customer, 35% of the Invoice Amount will be due;
- e. in case of Cancellation more than 14 days before the starting time of the Service(s) reserved by the Customer, 60% of the Invoice Amount will be due;
- f. in case of Cancellation more than 7 days before the starting time of the Service(s) reserved by the Customer, 85% of the Invoice Amount will be due;
- g. in case of Cancellation 7 days or less before the starting time of the Service(s) reserved by the Customer, 100% of the Invoice Amount will be due.

6.7 Consumer Customers

If a Consumer Customer has made a reservation for hotel accommodation, with or without breakfast, the following will apply to Cancellation of that reservation:

- a. in case of Cancellation more than 1 month before the starting time of the Service(s) reserved by the Customer, no amount will be due. Any costs paid in advance will be fully refunded, after deduction of administrative costs, without prejudice to the stipulation in article 6.3;
- b. in case of Cancellation more than 14 days before the starting time of the Service(s) reserved by the Customer, 15% of the Invoice Amount will be due;
- c. in case of Cancellation more than 7 days before the starting time of the Service(s) reserved by the Customer, 35% of the Invoice Amount will be due;
- d. in case of Cancellation more than 3 days before the starting time of the Service(s) reserved by the Customer, 60% of the Invoice Amount will be due;
- e. in case of Cancellation more than 24 hours before the starting time of the Service(s) reserved by the Customer, 85% of the Invoice Amount will be due; and
- f. in case of Cancellation 24 hours or less before the starting time of the Service(s) reserved by the Customer, the full Invoice Amount will be due.

- 6.8** Reservations for National Holidays must be cancelled no more than twenty-one (21) days before the intended date of arrival, subject to the Customer's liability to pay 100% of the Invoice Amount.

CANCELLATION FOR THE RESTAURANT ESTABLISHMENT

6.9 Business Customers

If a Business Customer has made a reservation for the Restaurant Establishment (table reservation), then the following will apply to Cancellation of that reservation:

- a. in case of Cancellation more than 6 months before the starting time of the Service(s) reserved by the Customer, no amount will be due. Any costs paid in advance will be fully refunded, after deduction of administrative costs, without prejudice to the stipulation in article 6.3;
- b. in case of Cancellation more than 3 months before the starting time of the Service(s) reserved by the Customer, 10% of the Invoice Amount will be due;
- c. in case of Cancellation more than 2 months before the starting time of the Service(s) reserved by the Customer, 15% of the Invoice Amount will be due;
- d. in case of Cancellation more than 1 month before the starting time of the Service(s) reserved by the Customer, 35% of the Invoice Amount will be due;
- e. in case of Cancellation more than 14 days before the starting time of the Service(s) reserved by the Customer, 60% of the Invoice Amount will be due;
- f. in case of Cancellation more than 7 days before the starting time of the Service(s) reserved by the Customer, 85% of the Invoice Amount will be due;

- g. in case of Cancellation 7 days or less before the starting time of the Service(s) reserved by the Customer, 100% of the Invoice Amount will be due.

6.10 Consumer Customers

If a Consumer Customer has made a reservation for the Restaurant Establishment (table reservation), the following will apply to Cancellation of that reservation:

- (i) if a menu was agreed:
 - a. in case of Cancellation more than 14 days before the starting time of the Service(s) reserved by the Customer, no amount will be due;
 - b. in case of Cancellation 14 days or less but more than 7 days before the starting time of the Service(s) reserved by the Customer, 25% of the Invoice Amount will be due;
 - c. in case of Cancellation 7 days or less before the starting time of the Service(s) reserved by the Customer, 50% of the Invoice Amount will be due;
 - d. in case of Cancellation 3 days or less before the starting time of the Service(s) reserved by the Customer, 75% of the Invoice Amount will be due.
- (ii) if no menu was agreed:
 - a. in case of Cancellation more than twice 24 hours before the starting time of the Service(s) reserved by the Customer, no amount will be due;
 - b. in case of Cancellation twice 24 hours or of less before the starting time of the Service(s) reserved by the Customer, 50% of the Invoice Amount will be due.

- 6.11** Reservations for National Holidays must be cancelled no more twenty-one (21) days before the intended date of arrival, subject to the Customer's liability to pay 100% of the Invoice Amount.

CANCELLATION OF EVENT HOSTING SERVICES AND OTHER SERVICES

- 6.12** If a Customer has made a reservation for Event Hosting Services, then the following will apply to Cancellation of that reservation:

- a. in case of Cancellation from one (1) month or more before the starting date of the Service(s) reserved, no amount will be due. Any costs paid in advance by the Customer will be fully refunded, after deduction of administrative costs, without prejudice to the stipulation in article 6.3; and
- b. in case of Cancellation fourteen (14) days or more before the starting date of the Service reserved by the Customer, ten per cent (10%) of the Invoice Amount will be due; and
- c. in case of Cancellation seven (7) days or more before the starting date of the Service reserved by the Customer, twenty-five per cent (25%) of the Invoice Amount will be due; and
- d. in case of Cancellation seventy-two (72) hours or more before the starting date of the Service(s) reserved by the Customer, fifty per cent (50%) of the Invoice Amount will be due; and
- e. In case of Cancellation more than 24 hours before the starting date of the Service(s) reserved by the Customer, seventy-five per cent (75%) of the Invoice Amount will be due; and
- f. in case of Cancellation twenty-four (24) hours or less before the starting date of the Service(s) reserved by the Customer, a hundred per cent (100%) of the Invoice Amount will be due.

7. CANCELLATION BY HOTEL THERMEN BUSSLOO

- 7.1** Hotel Thermen Bussloo, with due observance of the following, will be entitled to cancel a Contract, unless the Customer has stated in writing within 7 days after conclusion of the relevant Contract that they desire that Hotel Thermen Bussloo waives its Entitlement to

Cancellation, provided the Customer has also stated unambiguously that they will waive their own Entitlement to Cancellation.

- 7.2** If Hotel Thermen Bussloo cancels a Contract for Services, articles 6.10 to 6.12, inclusive, will apply *mutatis mutandis*, depending on whether reservations are concerned in relation to the Restaurant Establishment, the Hotel Establishment or Event Hosting Services, whereby 'Hotel Thermen Bussloo' should be read instead of 'Customer'.
- 7.3** Hotel Thermen Bussloo will be entitled at all times to cancel a Contract for Services without being obliged to refund the above-mentioned amounts, if there are enough indications that a meeting to be held in Hotel Thermen Bussloo under that Contract will have such a different nature from what Hotel Thermen Bussloo might expect on the basis of the Customer's announcement or on the basis of the capacity of the Customer and/or the Guests, that Hotel Thermen Bussloo would not have concluded the Contract if it had been aware of the actual nature of the meeting.
- 7.4** If Hotel Thermen Bussloo exercises its entitlement referred to in article 7.3 after the start of the meeting in question, the Customer will be obliged to pay for the Hospitality Services used up to that time, as well as any other agreed fees, but their payment obligation will lapse for the rest. In cases that arise, the payment of Hospitality Services used will be charged in proportion to the passage of time of the Contract.
- 7.5** Instead of exercising the entitlement referred to in article 7.3, Hotel Thermen Bussloo will be entitled to set further requirements for the course of the meeting in question. If enough indications exist that the requirements have not been or will not be met, Hotel Thermen Bussloo will still be entitled to exercise its entitlement referred to in article 7.3.
- 7.6** If and in so far as Hotel Thermen Bussloo also acts as tour operator within the meaning of Title 7A of Book 7 of the Dutch Civil Code, with respect to travel contracts within the meaning of the law, Hotel Thermen Bussloo may amend an essential point of the travel contract because of compelling circumstances, communicated to the traveller(s) without delay. Hotel Thermen Bussloo may also amend the travel contract other than on an essential point because of compelling circumstances, communicated to the traveller(s) without delay. Until twenty-one (21) days before the start of the journey, Hotel Thermen Bussloo may increase the travel sum in connection with rises in transport costs, which include, but are not limited to, fuel costs, levies due or the applicable exchange rates. If the traveller rejects an amendment as referred to above, Hotel Thermen Bussloo will be entitled to terminate the travel contract with immediate effect.

8. GENERAL RIGHTS AND OBLIGATIONS OF HOTEL THERMEN BUSSLOO

- 8.1** The rights and obligations referred to in this article 8 apply to all Services to be provided by Hotel Thermen Bussloo.
- 8.2** In the event that a special arrangement as referred to in article 9, article 10 and article 11 of these General Terms and Conditions differs from a general stipulation in this article 8, that special arrangement will apply.
- 8.3** Under the Contract, Hotel Thermen Bussloo, without prejudice to the stipulations in the following paragraphs of this article 8, must provide the agreed Service(s) at the agreed times in the manner customary at Hotel Thermen Bussloo.
- 8.4** The obligation referred to in article 8.3 will not apply:
- a. in the event of a No-Show;

- b. if the Customer does not pay the security deposit and/or make the interim payment referred to in article 5 in time and in full;
- c. if the Customer does not comply in time and in full in any other way with the obligations they have with respect to Hotel Thermen Bussloo on whatever basis; and
- d. in case of force majeure on the part of Hotel Thermen Bussloo as referred to in article 17.

8.5 Hotel Thermen Bussloo will not be obliged to take receipt of and/or store any Property of Customers and/or Guests. If Hotel Thermen Bussloo agrees to take receipt of and/or store any Property of Customers and/or Guests and charges the Customer and/or Guest any fee for taking receipt and/or storage of these Items of Property, Hotel Thermen Bussloo must pay attention to those Items of Property with due care and diligence, without prejudice to the stipulations in article 16 of these General Terms and Conditions.

8.6 Hotel Thermen Bussloo will be entitled to request Customers and/or Guests to be satisfied with other Service(s) than those that would have to be provided under the Contract, except if such a wish must be considered obviously unfair and manifestly objectionable to the Customer and/or Guest. In the last-mentioned case, the Customer and/or the Guest will have the right to terminate the Contract to which the aforementioned wish of Hotel Thermen Bussloo relates with immediate effect, without prejudice to their obligations under other Contracts with Hotel Thermen Bussloo. If Hotel Thermen Bussloo saves expenses by making the other accommodation available on the basis of the foregoing than should be made available under the Contract, the Customer and/or Guest will have a right to the amount of the saving. For the rest, Hotel Thermen Bussloo will never be obliged to pay any amount.

8.7 Hotel Thermen Bussloo will be entitled at any time to terminate the Services provided to Customers and/or Guests with immediate effect if Customers and/or Guests repeatedly violate the internal rules of Hotel Thermen Bussloo, or if they conduct themselves otherwise in such a way that such conduct can or does disturb the order and rest in Hotel Thermen Bussloo and/or the normal business operations of Hotel Thermen Bussloo. When asked, after payment in full of the amounts due under one or more Contracts concluded between Hotel Thermen Bussloo and a Customer and/or Guest, Customers and/or Guests must leave Hotel Thermen Bussloo immediately on request. Hotel Thermen Bussloo may only exercise this entitlement if the nature and gravity of the violations committed by Customers and/or Guests give sufficient cause to do so in the reasonable opinion of Hotel Thermen Bussloo. Disturbing behaviour, including verbal, non-verbal and inappropriately desired behaviour and/or behaviour while acting in a professional capacity, or unwanted intimacies, are not allowed and, during their stay at Hotel Thermen Bussloo, the Customer and/or Guest must refrain, and make sure that other persons in their company and/or belonging to their company also refrain from drug use. Customers and/or Guests who do not comply with this must leave Thermen Bussloo immediately after payment in full. When the prohibition of paid intimacies is violated, as well as when the management of Hotel Thermen Bussloo have reasonable suspicions of such violation, the Customer and/or Guest who violates the prohibition, without any notice of default or other formality being required, must pay Hotel Thermen Bussloo an immediately due and payable penalty, not subject to setoff or compensation, in the amount of EUR 1,000 (a thousand euros) per violation, without prejudice to the rights of Hotel Thermen Bussloo under the law and/or the Contract, and without prejudice to the right of Hotel Thermen Bussloo to claim compliance. The Customer and/or Guest in violation, besides payment of the penalty or penalties, will be liable to compensate the loss incurred by Hotel Thermen Bussloo as a result of the breach, in so far as this loss exceeds the amount of the penalty/penalties.

8.8 The Guest and/or Customer who violates the prohibition of paid intimacies will also permanently be denied access to Hotel Thermen Bussloo.

8.9 Hotel Thermen Bussloo will perform Contracts or provide Services to the best of its understanding and ability and in accordance with high standards. If Customers and/or Guests

are not satisfied with (some of) the Service(s) provided, the Customer and/or Guest in question must inform Hotel Thermen Bussloo of their complaint in writing by using complaint forms to be obtained on request. The Customer and/or Guest must give a clear description of the complaint (stating in any case the date, time, detailed description of the complaint, indications of employees of Hotel Thermen Bussloo possibly involved) and allow Hotel Thermen Bussloo a reasonable period according to the circumstances as yet to provide the agreed Service(s) properly. If Hotel Thermen Bussloo has not been informed of the complaint forthwith and in writing, any claim of the Customer and/or the Guest to that effect with respect to Hotel Thermen Bussloo will lapse.

- 8.10** Unless otherwise agreed, Hotel Thermen Bussloo will be entitled not to provide Service(s), or to discontinue them at any time, if the Customer and/or the Guest does not conduct him or herself in accordance with the status of Hotel Thermen Bussloo and the standards and values applicable within Hotel Thermen Bussloo. Hotel Thermen Bussloo can, for example set requirements for the appearance, behaviour and personal hygiene of Customers and/or Guests. When asked, Customers and/or guests must leave Hotel Thermen Bussloo immediately when requested to do so by Hotel Thermen Bussloo.

9. GENERAL RIGHTS AND OBLIGATIONS OF THE HOTEL ESTABLISHMENT

- 9.1** Hotel Thermen Bussloo is obliged to make accommodation available to Customers and/or Guests during the agreed period of the quality customary at Hotel Thermen Bussloo. The accommodation will be available to the Customer and/or Guest from 14.00 hours on the day of arrival to 11.00 hours on the day of departure. On request and for additional payment of an adjusted rate, a late check-out can be agreed. Then the accommodation will be available to the Customer and/or Guest until 14.00 hours on the day of departure.

- 9.2** Hotel Thermen Bussloo must be able to provide the Hospitality Services customary in its hotel that belong to the accommodation and to provide the facilities customary there.

- 9.3** Unless otherwise agreed, Hotel Thermen Bussloo will be entitled to consider a Contract or reservation for lodgings to have been cancelled if the Customer and/or Guest does not register at it by 18.00 hours at the latest on the agreed day of arrival, without prejudice to the stipulations in article 6 (Cancellations by the Customer).

10. RIGHTS AND OBLIGATIONS OF THE RESTAURANT ESTABLISHMENT

- 10.1** The Restaurant Establishment must make the agreed facilities available to Customers and/or Guests at the agreed times, and to serve the agreed foods and/or beverages in a quantity, quality and manner as is customary in its restaurant.

- 10.2** If no food and/or beverages were agreed before, then, at the request of the Customer and/or Guest, the Restaurant Establishment must serve those foods and/or beverages that it is able to serve at the time, without prejudice to the other stipulations in article 10.1.

- 10.3** If a Customer and/or Guest has not arrived within half an hour after the agreed time, the Restaurant Establishment can consider the reservation cancelled, without prejudice to the stipulations in article 7 (Cancellation by Hotel Thermen Bussloo).

11. RIGHTS AND OBLIGATIONS IN RELATION TO MEETING ROOM RENTAL

- 11.1** Hotel Thermen Bussloo must be able to provide the corresponding Hospitality Services to Customers and/or Guests when one or more meeting spaces are made available.

11.2 Hotel Thermen Bussloo, after consulting the local competent authority, will be entitled to terminate a Contract if, in the reasonable opinion of Hotel Thermen Bussloo, there is a well-founded fear that public order will be disturbed. If Hotel Thermen Bussloo makes use of this entitlement, then Hotel Thermen Bussloo will not be liable for any compensation whatsoever.

11.3 If a Customer and/or Guest has not arrived within half an hour after the agreed time, the Hotel Establishment can consider the reservation to be cancelled, without prejudice to the stipulations in article 7 (Cancellation by Hotel Thermen Bussloo).

12. RIGHTS AND OBLIGATIONS IN RELATION TO WELLNESS AND HEALTH & BEAUTY SERVICES

12.1 In relation to Wellness Services and Health & Beauty Services, if the Customer and/or Guest appears more than five (5) minutes late, Hotel Thermen Bussloo will be entitled to deduct the lost time from the treatment of the Customer and/or Guest, while in that case the Customer and/or Guest will nevertheless be liable to pay the entire Invoice Amount of the agreed Wellness Services and/or Health & Beauty Services.

12.2 Hotel Thermen Bussloo will not be required to take receipt of or store any property of the Customer and/or Guest. Clothing lockers and lockers for valuables are present for this purpose in the changing rooms and the thermae landscape, that can be locked with a key that can be carried by means of a wristband or ankle band. Each hotel room also has a hotel safe that can be used with a PIN code to be entered by the Customer and/or Guest. The Customer and/or Guest him or herself is responsible for the used locker and corresponding key, if any.

12A. GENERAL OBLIGATIONS OF THE CUSTOMER AND/OR GUEST

12A.1 The Customer and/or Guest must obey the internal rules and rules of conduct applicable in Hotel Thermen Bussloo and follow the reasonable instructions of Hotel Thermen Bussloo. Hotel Thermen Bussloo will make the internal rules and rules of conduct known in a clearly observable place, or provide them in writing. Hotel Thermen Bussloo may give reasonable instructions orally.

12A.2 The Customer and/or Guest must cooperate with reasonable requests by Hotel Thermen Bussloo in relation to its legal obligations relating to, among other things, safety, identification, food safety/hygiene and limitation of nuisance.

Section 2 CONTRACTS OF SALE

13. DELIVERY OF PRODUCTS AND PASSING OF RISK

13.1 Products will be delivered to the address indicated by the Customer and/or Guest. Hotel Thermen Bussloo will deliver the Products ordered by the Customer and/or Guest with due speed, but within thirty days at most, counting from the day on which the Customer and/or Guest placed their order.

13.2 The delivery periods stated by Hotel Thermen Bussloo are indicative and can never be considered deadlines. In case of late delivery, the Customer and/or Guest must put Hotel Thermen Bussloo in default in writing no later than within two working days. In that case, the Customer and/or Guest must allow Hotel Thermen Bussloo a reasonable period as yet to comply with its obligations. Exceeding of the agreed delivery time will not under any circumstances give a right to compensation.

13.3 If delivery of the Products ordered by the Customer and/or Guest is not possible because the Products are not available, Hotel Thermen Bussloo will notify the Customer and/or Guest to that

effect as soon as possible. Within thirty days of this notification, Hotel Thermen Bussloo will refund the amount paid by the Customer and/or Guest to the Customer and/or Guest.

13.4 In the event that Customers and/or Guests do not take delivery of Products, Hotel Thermen Bussloo will be entitled to store the Products in question completely at the expense and risk of the Customer and/or Guest.

13.5 At the time the Customer and/or Guest takes receipt of the Products, the risk of damage and/or loss of the Products will pass to the Customer and/or Guest.

14. INSPECTION OF AND OBLIGATION TO COMPLAIN ABOUT PRODUCTS

14.1 The Customer and/or Guest must inspect the Products immediately after delivery for any shortcomings and/or damage. The Customer and/or Guest must inform Hotel Thermen Bussloo of any shortcomings and/or damage in writing within two working days after delivery, failing which Hotel Thermen Bussloo will be entitled not to handle complaints to this effect.

14.2 The Customer and/or Guest cannot enforce any claims in any case if Hotel Thermen Bussloo is notified more than two working days after the time at which the Customer and/or Guest reasonably could have discovered the shortcomings and/or damage.

14.3 The Products can be returned to Hotel Thermen Bussloo only after prior written permission from Hotel Thermen Bussloo. In case of return, the Products must be in their original condition and in the original packaging. The costs of return will be payable by the Customer and/or Guest.

14.4 If Hotel Thermen Bussloo considers a complaint well-founded, without being liable for further compensation, Hotel Thermen Bussloo will have the discretion either to replace the Products in question, or to issue a credit note for the Products for the Invoice Amount at most.

14.5 The presence of a shortcoming and/or damage as referred to in this article will not give the Customer and/or Guest the right to suspend their payment obligations.

15. WARRANTIES ON PRODUCTS

15.1 Unless otherwise agreed in writing, Hotel Thermen Bussloo does not guarantee any properties other than those included in its descriptions and specifications.

15.2 The warranty will not apply or will lapse if:

- a. if minor differences in quality, dimensions, finishing or colour are concerned that are customary in the trade or technically unavoidable;
- b. the Customer and/or Guest has not complied with the stipulations in article 14 of these General Terms and Conditions;
- c. the Customer and/or Guest has not strictly observed the instructions and directions of Hotel Thermen Bussloo or the manufacturer and/or supplier of the Products regarding the manner of storage and use of the Products;
- d. the Customer and/or Guest has not complied with all their obligations under the Contract of Sale.

15.3 If Hotel Thermen Bussloo delivers Products to the Customer and/or Guest which Hotel Thermen Bussloo has obtained from its suppliers, Hotel Thermen Bussloo will never be bound by a farther-reaching warranty or liability with respect to the Customer and/or Guest than that which Hotel Thermen Bussloo can claim with respect to its suppliers.

Section 3 CONTRACTS FOR SERVICES AND CONTRACTS OF SALE

16. LIABILITY AND LIMITATION OF LIABILITY

16.1 Hotel Thermen Bussloo will be liable for losses that the Customer and/or Guest incurs as a result of an attributable failure by Hotel Thermen Bussloo to comply with the Contract. Only losses are eligible for compensation, however, against which Hotel Thermen Bussloo is insured, or reasonably should have been insured – given the nature of the business of Hotel Thermen Bussloo and the market in which it operates – and only up to the amount that the insurer pays in a particular case.

16.2 The following are not eligible for compensation:

- a. financial loss, such as - but not limited to - trading loss, consequential loss, loss due to delay and loss of profit;
- b. damage due to acts or omissions of the Customer and/or Guest or third parties in conflict with the instructions provided by Hotel Thermen Bussloo or the manufacturer and/or supplier of the Products or in conflict with the Contract and/or the General Terms and Conditions;
- c. loss as a direct result of incorrect, incomplete or faulty information provided by or on behalf of the Customer and/or Guest to Hotel Thermen Bussloo.

16.3 If:

- a. it is not possible for Hotel Thermen Bussloo at the time the Contract is entered into to take out insurance or to take out insurance as referred to in article 16.1 on reasonable terms, or to extend it afterwards on reasonable terms;
- b. the insurer does not pay for the loss in question;
- c. the insurance does not cover the loss in question;

compensation of the loss will be limited to three times the amount agreed by Hotel Thermen Bussloo for the Contract (exclusive of VAT) with the Customer and/or Guest, with a maximum of € 1,000 (a thousand euros).

16.4 The Customer and/or Guest must indemnify Hotel Thermen Bussloo against all claims of third parties for loss due to or in connection with Services provided and/or Products delivered by Hotel Thermen Bussloo, in so far as Hotel Thermen Bussloo would not be liable either to the Customer and/or Guest for such losses.

16.5 Without prejudice to the stipulations in article 8.5, Hotel Thermen Bussloo will not be liable for damage to or loss of Property that a Guest has taken into the hotel after moving into it. Business Customers must indemnify Hotel Thermen Bussloo against claims of guests in that regard. That which is provided here will not apply in so far as the damage or loss is to blame on a wilful act or omission or gross negligence on the part of Hotel Thermen Bussloo.

16.6 If damage occurs in Property placed in storage by Customers and/or Guests for which a fee has been charged as referred to in article 8.5, Hotel Thermen Bussloo must compensate the loss in relation to this Property as a result of damage or loss. Compensation will never be due in relation to Property present in other Property placed in storage.

16.7 If Hotel Thermen Bussloo takes receipt or stores Property of Customers and/or Guests, or if Property is deposited, stored and/or left behind in any way, anywhere and by anyone without Hotel Thermen Bussloo stipulating any fee for this, then Hotel Thermen Bussloo will never be liable for damage to or connection with that Property, caused in whatever way, except if and in so far as the damage is a direct result of a wilful act or omission or gross negligence on the part of Hotel Thermen Bussloo.

16.8 Hotel Thermen Bussloo will never be liable for damage to or caused with vehicles of Customers and/or Guests, except if and in so far as the damage is a direct result of a wilful act or omission or gross negligence on the part of Hotel Thermen Bussloo.

16.9 Customers and/or Guests will be liable to Hotel Thermen Bussloo for all direct and indirect losses occurring for Hotel Thermen Bussloo and/or any third party involved by or on behalf of Hotel Thermen Bussloo in performing the Services and/or will occur as a direct or indirect consequence of an attributable failure (breach of contract) and/or wrongful act towards Hotel Thermen Bussloo, including violation of the internal rules, committed by the Customer and/or the Guest and/or those who accompany him/her/them, as well as for all damage caused by any animal and/or any substance and/or item of property of which they are the holder or are under their supervision.

17. FORCE MAJEURE

17.1 Any foreseen or unforeseen, foreseeable or unforeseeable circumstance, owing to which the failure it causes cannot be attributed to Hotel Thermen Bussloo, will count as force majeure that makes performance of the Contract by Hotel Thermen Bussloo difficult to such an extent that performance of the Contract is impossible or onerous, which will be at the discretion of Hotel Thermen Bussloo.

17.2 Force majeure as referred to in article 17.1 is understood to mean in any case – therefore not exclusively – a failure resulting from (a) problems with and/or serious breakdowns of the production process at its suppliers, including utility companies, (b) failure by third parties to deliver necessary materials, (c) wilful acts or omissions or gross negligence of auxiliary persons, (d) industrial action, (e) excessive sickness absence of the personnel, (f) fire, (g) special weather conditions (such as floods), (h) government measures (at national as well as international level), including import and export bans and import and export impediments, (i) war, mobilisation, civil commotion, riot, state of siege, (j) sabotage, (k) traffic congestion, (l) machinery breakdown and/or (m) transport delay.

17.3 In case of force majeure, Hotel Thermen Bussloo will have the choice either to suspend performance of the Contract until the force majeure situation has ceased to exist or, whether or not after initially have chosen suspension, to terminate it fully or partially. The Customer and/or Guest will not have a right to any compensation in either of the two cases. If the period during which force majeure makes it impossible for Hotel Thermen Bussloo to comply with its obligations last longer than thirty (30) days, the Customer and/or Guest will also be entitled to terminate the Contract partially (for the future). In that case, Hotel Thermen Bussloo, in conformity with article 17.4, will be entitled to send an invoice for the Services already provided. In case of partial termination, no obligation to compensate loss, if any, will exist.

17.4 If Hotel Thermen Bussloo has already complied partially with its obligations at the time the force majeure starts, or is only able to comply partially with its obligations, it will be entitled to invoice that part separately, and the Customer and/or Guest must pay this invoice as if it related to a separate Contract.

18. FOUND PROPERTY

18.1 Items of Property lost or left behind in the building and the appurtenances of Hotel Thermen Bussloo, which are found by a Customer and/or Guest, must be handed in by them with due speed to Hotel Thermen Bussloo.

18.2 Hotel Thermen Bussloo will acquire the ownership of Items of Property which the person entitled to them has not reported within sixty (60) days after they were handed in to Hotel Thermen Bussloo.

18.3 If Hotel Thermen Bussloo sends Items of Property to the Customer and/or Guest that the latter has left behind, this will be done completely at the expense and risk of the Customer and/or Guest. Hotel Thermen Bussloo will never be obliged to send them.

19. INTELLECTUAL AND INDUSTRIAL PROPERTY

19.1 All intellectual and industrial property rights, including but not limited to copyrights and database rights, in all Property and/or the results of Services including but not limited to copy, models, drawings, designs, documentation, photographic recordings, films, information carriers, hardware and software (in object and source code), data and data files, moulds and matrixes, which are the subject of and/or ensue from and/or are used to comply with the obligations under the Contract between Hotel Thermen Bussloo and the Customer and/or Guest will be vested in Hotel Thermen Bussloo. If the aforementioned rights are not vested in Hotel Thermen Bussloo, the Customer and/or Guest will be obliged immediately on request to cooperate fully in transfer of the relevant right to Hotel Thermen Bussloo.

20. PROCESSING OF PERSONAL DATA

20.1 If Hotel Thermen Bussloo processes personal data or has personal data processed (as referred to in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the 'GDPR')), then, with regard to the processing of these data, Hotel Thermen Bussloo will comply with the applicable laws and regulations, including but not limited to the GDPR. In that case, Hotel Thermen Bussloo will be considered the controller as referred to in the GDPR.

20.2 Hotel Thermen Bussloo will not use the personal data for purposes other than performance of the Contract and will not process more personal data than strictly necessary for that purpose. Hotel Thermen Bussloo takes appropriate technical and organisational measures as referred to in the GDPR.

20.3 Hotel Thermen Bussloo will not share the personal data with third parties or give third parties (active or passive) access to these personal data, other than to perform the Contract, and Hotel Thermen Bussloo will not include any third parties in the processing of the personal data, other than to perform the Contract, without written permission from the Customer and/or Guest. The data will not be processed outside the European Union.

20.4 Hotel Thermen Bussloo fulfils its own obligations and assists Customers and/or Guests in complying with their obligations under the GDPR. These also include in any case the rights of the Customer and/or Guest (a data subject as referred to in the GDPR), including but not limited to the right of access and the right of data exchange.

20.5 Hotel Thermen Bussloo will report a possible breach of the obligations under this article 20 and the GDPR immediately to the Customer and/or Guest. Hotel Thermen Bussloo will keep processing records up to date in which all possible breaches are recorded.

20.6 On termination of the Contract, according to the choice of the Customer and/or Guest, Hotel Thermen Bussloo will send back the personal data as referred to in article 20.1 fully or partially, or erase them.

21. TERMINATION

21.1 In the event that the Customer and/or Guest does not comply, or partially does not comply with one or more of their obligations under the Contract, the Customer and/or Guest will be in

default by operation of law and Hotel Thermen Bussloo will have the right to terminate all or part of the Contract unilaterally, without further notice of default and without judicial intervention, by way of a written notice to the Customer and/or Guest and/or to suspend its obligations under the Contract, without Hotel Thermen Bussloo being liable for any compensation and without prejudice to any rights to which Hotel Thermen Bussloo is entitled, which includes the right to full compensation. All claims that Hotel Thermen Bussloo might have or acquire against the Customer and/or Guest in these cases will be immediately due and payable in full.

- 21.2** In case of insolvency, suspension of payment, shutdown, liquidation/death or takeover or any comparable situation of the business of a Customer and/or Guest or if the Business Customer discontinues their business or if the Debt Restructuring (Natural Persons) Act (WSNP) becomes applicable to a Consumer Customer or if attachment is imposed on a considerable part of the assets of the Customer and/or Guest or if the Customer and/or Guest must no longer be considered able to comply with the obligations under the Contract, the Customer and/or Guest will be in default by operation of law and Hotel Thermen Bussloo will have the right to terminate the Contract fully or partially unilaterally without further notice of default and without judicial intervention by way of a written notice, without Hotel Thermen Bussloo being liable for any compensation and without prejudice to its further rights, including the right of Hotel Thermen Bussloo to full compensation.

22. FINAL STIPULATIONS AND DUE DATES

- 22.1** Hotel Thermen Bussloo will be entitled at all times to make changes to these General Terms and Conditions. Changes will enter into effect at the time of entry into effect announced via the website www.thermenbussloo.nl. Hotel Thermen Bussloo will hand over the changed General Terms and Conditions promptly to Customers and/or Guests. If no time of entry into effect has been announced, changes with respect to Customers and/or Guests will enter into effect as soon as they have been notified of the change.
- 22.2** The invalidity of one or more of the stipulations in these General Terms and Conditions will not affect the validity of all other stipulations. If a stipulation in these General Terms and Conditions proves to be invalid for any reason, the parties will be considered to have agreed a replacement stipulation that approaches the purpose and scope of application of the invalid stipulation as closely as possible.
- 22.3** Failure by a party to a Contract to exercise a right under a Contract or postponement thereof will not count as relinquishment of such a right, unless otherwise stipulated in the General Terms and Conditions or the Contract. A single or partial exercise of a right under any Contract by a party will not exclude other or further exercise of that right or of other rights, unless otherwise stipulated in the General Terms and Conditions or the Contract.
- 22.4** Notices to Hotel Thermen Bussloo in the context of a Contract and/or the provision of Services and/or the sale and delivery of Products must be sent in writing to the correspondence address published by Hotel Thermen Bussloo on the website www.thermenbussloo.nl. Notices to Customers and/or Guests must be sent in writing to the correspondence address provided in the context of entering into the most recent Contract.
- 22.5** Without prejudice to provisions of mandatory law, legal actions and other entitlements of the Customer and/or Guest, on whatever basis, with respect to Hotel Thermen Bussloo in connection with Services provided and/or Products delivered will lapse after twelve (12) months from the date on which the Customer and/or Guest was aware, or was reasonably able to be aware of the existence of these rights and entitlements, but did not file a written claim on that basis with Hotel Thermen Bussloo before this period expired.

22.6 Without prejudice to provisions of mandatory law, a written claim filed by a Customer and/or Guest with Hotel Thermen Bussloo in connection with the Services provided and/or Products delivered by it, as well as any legal action to that effect brought by the Customer and/or Guest, within the period referred to in article 22.5 will lapse if Hotel Thermen Bussloo is not involved in a legal action within a period of four (4) months after it has received the relevant written claim, before the court with jurisdiction pursuant to article 23 of the General Terms and Conditions.

23. APPLICABLE LAW AND DISPUTES

23.1 These General Terms and Conditions shall be governed by Dutch law.

23.2 All disputes, whatever their nature - including those considered to be such by only one of the parties - arising as a result of the Contract or of the contracts ensuing from it, that might arise between Hotel Thermen Bussloo and the Customer and/or Guest, shall be settled to the exclusion of any other judicial body by the Gelderland District Court, Zutphen location, unless a Consumer Customer chooses settlement of the dispute with the court with jurisdiction according to the law within a month after Hotel Thermen Bussloo has invoked this clause with respect to the Customer and/or Guest.

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