

## General Terms and Conditions Coqtales

### Article 1. Definitions

In these general terms and conditions and in every agreement to which they are applied we mean by:

1.1. Coqtales with address Buitenwaardenstaat 344-1 (The user of these general terms and conditions);

1.2. Client: the (legal) person who has given Coqtales the order to organize or carry out an Event;

1.3. Agreement: The agreement between the Client and Coqtales for the organization or implementation of an Event;

1.4. Event: The event organized or organized by Coqtales as stated on the website and / or named in the agreement;

1.5. Third parties: Any other party that has been engaged by Coqtales alone or in groups to provide part of the event;

1.6. Location / Time: The place and time of execution of the Event agreed with the client.

### Article 2. Applicability

2.1. These General Terms and Conditions apply to all obligations, whether from an agreement or from the law between Coqtales on the one hand and the Client on the other. The own conditions applied by the other party are subordinate to the conditions of Coqtales, unless stated otherwise in the Agreement.

2.2. These conditions also apply to employees, third parties and auxiliary persons who are engaged for events.

### Article 3. Implementation

3.1. Coqtales will execute each agreement to the best of its ability and is authorized to call in third parties if necessary for the correct execution of the assignment given when executing the agreement.

### Article 4. Ticket sales / Offers / Prices

4.1 Ticket sales for Coqtales events only take place via the internet or top location just before the start of the event.

4.2 All offers and (program) announcements, announcements or other information and quotations provided by Coqtales or by third parties are without obligation. Coqtales accepts no liability for any errors in announcements, offers, announcements or other information and quotations made by Coqtales and third parties to the client, or for errors made in the (pre-) sale of tickets by third parties, including the so-called presale addresses.

4.3 If he / she is requested to do so, the client is obliged at all times to show his admission ticket and any card giving entitlement to a discount on this admission ticket to Coqtales officials or the location that can be identified. The admission ticket must in any case be shown upon entry of (the relevant space in) the Building, even if the Visitor has left (the relevant space in) the Building during (the

duration of) an event.

4.4 The client is not entitled to a refund of the admission price or any other compensation (i) in case of loss or theft of his / her admission ticket or (ii) in case the client has obtained the admission ticket from a third party other than through Coqtales and this payment of the admission fee by the third party to Coqtales for reasons on the part of the third party does not take place. If the client for any reason does not use the admission ticket, this will be at his / her own expense. An admission ticket once obtained cannot be exchanged.

5. Prohibition of resale, etc.

5.1 The client is obliged to keep the ticket for an event to itself and therefore not to resell it in any way, to offer it for sale or to offer or provide it for commercial purposes.

5.2 The client is obliged vis-à-vis Coqtales not to make any advertising or any (other) form of publicity in connection with the event and a part thereof if this is done with the intention of reselling the admission ticket, all this in the opinion of Coqtales.

6. Location

6.1 The client who makes his admission ticket available to third parties free of charge for commercial purposes is obliged to also impose the obligations imposed on him as the client, as stated in the previous paragraphs of this article, to the person to whom he has issued the admission ticket provides and warrants to the Coqtales that this person (s) complies with these obligations.

6.2 Stay in the building.

During his / her stay in the Building, the client must behave in accordance with the general terms and conditions of the location, public order, morality and the rules of decency applicable to the nature of the event attended.

6.3 Coqtales is not liable for property and / or consequential damage or damage caused to the visitor by the client that is directly and exclusively the result of intent or gross negligence on the part of the location and / or officers of the location.

6.4 The client's stay in the Building is at his / her own expense and risk.

Article 7. Travel expenses

7.1. If applicable at an event at the location of the Client, travel costs will be stated per event or appointment. When additional travel costs have to be incurred because additional agreements follow in the context of the preparation or implementation of the event, these will be charged to the Client.

Article 8. Changes and Additions

8.1. If changes to the original plan are necessary during the execution of an agreement, Coqtales is entitled to implement these changes or adjustments without the Client's permission being required.

Article 9. Liability of Coqtales

9.1 .1 Coqtales is only liable for damage to property and / or consequential damage or damage caused to the client, which is the direct and exclusive result of intent or gross negligence on the part of Coqtales and / or its officers, with the following

it is understood that only that damage is eligible for compensation, against which Coqtales is insured, or, to reasonableness and fairness, and should have been insured for the maximum amount used therein. The liability of the Coqtales is, among other things, excluded for: damage as a result of the actions of third parties, including persons and tenants engaged by Coqtales (spaces in) the Building and the persons engaged by these third parties; b. damage resulting from failure to follow up by the Coqtales officials given instructions and of non-compliance with generally applicable rules of decency; c. (consequential) damage as a result of unforeseeable changes in the starting and closing times of the events on which the agreement between Coqtales and the client; d. damage caused in any way by other visitors.

9.2 Coqtales is never liable for damage suffered by the client that has arisen as a result of force majeure on the part of Coqtales. Force majeure also includes any circumstance independent of the will of the Coqtales - also if at the time of the conclusion of the agreement it was already foreseeable as an option -, that prevents the agreement temporarily or permanently, as well as, insofar as not already included, war, violence of war, civil war, riots, intervention by the police and / or fire brigade, strike, transport difficulties, fire and other serious failures in the company of the Coqtales or on location of the event, weather conditions and for whatever reason non-functioning public transport.

9.3. If Coqtales is liable for the damage suffered by the Client as a result of the execution of the agreement, this liability is limited to a maximum of the amount charged and paid with the execution of the agreement to the Client or the amount of Coqtales to be paid out in total.

9.4. Coqtales can in no way be held or held liable by the Client (including the persons participating on behalf of the Client) for damage to personal items or loss or theft.

## Article 10. Cancellation

10.1. Cancellation by the ticket buyer must be made in writing (by email) or by telephone. There is only a Cancellation if it has been confirmed by the ticket buyer and is in the possession of Coqtales.

In case of cancellation by Coqtales or ticket buyer, Coqtales will offer a new date.

In case of cancellation on the event date by the ticket buyer, no new date will be offered.

## Article 11. Payment

Payment is exclusively possible via the website or on location.

## Article 12. Copyright and Portrait Right

12.1. All texts and photos placed by Coqtales are subject to the copyright of Coqtales. It is therefore not allowed to use or copy photos or texts from the web pages of Coqtales. This applies to the

website as well as the other media channels such as Facebook, Twitter and publications in (online) magazines and newspapers.

12.2. When participating in an Event organized by Coqtales, photo and video material will be shot. If the Client (or a participant in an Event) does not want to be photographed or filmed, this must be explicitly stated in advance.

12.3. No rights can be derived from the photos and videos used by Coqtales.

#### Article 13. Dutch Law

13.1. Dutch law applies to these conditions and all agreements between the Client and Coqtales.

#### Ticket sales Ticket sales / Offers / Prices

2.1 All offers, (program) announcements, announcements made by the Theater or by third parties

or other information and quotations provided are without obligation. The Theater accepts no liability for any errors in announcements, offers, announcements or other information and quotations made by the Theater and third parties to the Visitor, or for errors made in the (pre-) sale of tickets by third parties, including the so-called presale addresses.

2.2 If he / she is requested to do so, the Visitor is obliged at all times to show his / her admission ticket and any card entitling to a discount on this admission ticket to officials of the Theater who are recognizable as such. The admission ticket must in any case be shown upon entry of (the relevant space in) the Building, even if the Visitor has left (the relevant space in) the Building during (the duration of) an event.

2.3 The Visitor is not entitled to a refund of the admission price or any other compensation (i) in case of loss or theft of his / her admission ticket or (ii) in case the Visitor has obtained the admission ticket from a third party other than the Theater and this payment of the admission fee by the third party to the Theater for reasons on the part of the third party does not take place. If the Visitor for any reason does not use the admission ticket, this is at his / her own expense. An admission ticket once obtained cannot be exchanged. Nor will the admission price be refunded in these cases.

3.1 Prohibition of resale, etc.

3.2 The Visitor is obliged to keep the admission ticket for an event to himself and therefore not to resell, offer for sale or offer or provide it in the context of commercial purposes in any way to third parties.

3.3 The Visitor is obliged towards the Theater in no way to make advertising or any (other) form of publicity in connection with the event and a part thereof if this is done with the intention of selling or reselling the admission ticket, all this in the opinion of the Theater.

3.4 The Visitor who makes his admission ticket available to third parties free of charge for commercial purposes is obliged to also impose the obligations imposed on him as a Visitor as stated in the previous paragraphs of this article to the person to whom he is admitting the admission ticket.

provides and warrants to the Theater that this person (s) complies with these obligations.

3.5 If the Visitor fails to fulfill his obligations as stated in the previous paragraphs of this article and / or cannot guarantee this, the Visitor will owe the Theater an immediately due and payable fine of € 10,000 per violation and € 5,000 for every day that the violation has continued, without prejudice to the Theater's right to further claim from the Visitor compliance and / or compensation of the money or damage to be suffered.

#### Stay in the building

4.1 During his / her stay in the Building, the Visitor must behave in accordance with public order, morality and the rules of decency applicable to the nature of the event attended. In this context, the Visitor is also obliged to follow the directions and instructions given by the Theater officials who are recognizable as such. If, in the reasonable opinion of a manager of the Theater, the Visitor acts in any way in violation of these standards, directions or instructions, the Visitor may be denied further access to the Building for the relevant event, without the Visitor having any right can enforce the reimbursement of his / her admission ticket.

4.2 The Visitor is, among other things, prohibited from: a. Offering goods for sale or providing information in writing to third parties in the Building without the express permission of the management, or providing them free of charge; b. bring pets and animals into the Building; c. bring food and / or (alcoholic) consumptions into the Building; d. in the opinion of an official of the Theater, to bring in or bring along the Building dangerous and / or obstructive objects or substances for the visitors; e. Taking and / or using drugs in the building.

4.3 In special cases where general security reasonably requires this, the management of the Theater may request inspection of (hand) luggage carried by the Visitor. If deemed necessary, specially trained personnel may also request the Visitor to cooperate in a security search. In the event of refusal to cooperate, the Visitor may be denied (further) access to the Building without the Visitor having any right to a refund of the price of the admission ticket.

4.4 It is the Visitor prohibited from carrying photo, video, film, sound and other recording equipment in the Building or using said equipment without the prior written permission of the Theater's management. Telephone sets or other means of wireless communication must be decommissioned before entering the Building. The officials of the Theater who are recognizable as such are entitled to demand the delivery of any equipment found and to keep it in custody during the Visitor's stay in the Building. In the event of refusal to cooperate, the Visitor may be denied (further) access to the Building, without the Visitor being able to claim any refund of the price of the admission ticket.

4.5 The Theater reserves the right to make images and / or make sound recordings of the event where the Visitor is present. The Visitor will not make any copyright or other objection to the use of his portrait / likeness as part of the publication of said events.

4.6 Within the theater, rules regarding the smoking ban apply in the designated areas. The Visitor is obliged to comply with these smoking regulations. The Building Manager is authorized to refuse (further) access to the Building if the Visitor refuses to cooperate, without the Visitor being able to claim any refund of the price of the admission ticket.

## 5.1 Liability of the Theater

5.2 The Visitor's stay in the Building is at his / her own expense and risk.

5.3 .2 The Theater is only liable for damage to property and / or consequential damage or damage caused to the Visitor, which is the direct and exclusive result of intent or gross negligence on the part of the Theater and / or its officers, on the understanding that only that damage is eligible for compensation, against which the Theater is insured, or, in all reasonableness and fairness, should have been insured and for the maximum amount used therein. The liability of the Theater is excluded, inter alia, for:

a. damage as a result of the actions of third parties, including persons engaged by the Theater and tenants of (spaces in) the Building and the persons engaged by these third parties; b. damage resulting from failure to follow up by the theater officials given instructions and non-compliance with generally applicable rules of decency; c. (consequential) damage as a result of unforeseeable changes in the starting and closing times of the events on which the agreement between the Theater and the Visitor; d. damage caused in any way by other visitors.

5.4 .3 The Theater is never liable for damage suffered by the Visitor that has arisen as a result of force majeure on the side of the Theater. Force majeure also includes any circumstance independent of the will of the Theater - even if this was already foreseen as an option at the time of the conclusion of the agreement - that fulfillment of the prevents the agreement temporarily or permanently, as well as, insofar as not already included, war, violence of war, civil war, riots, action by the police and / or fire brigade, strike, transport difficulties, fire and other serious failures in the company of the Theater or in the Building, weather conditions and for any reason non-functioning public transport.

## Theater rights

8.1 .1 If the Visitor violates (one or more of) the provisions referred to in these general terms and conditions, it is Theater is entitled to invalidate the admission ticket or to refuse the visitor (further) admission to the event without the Visitor being entitled to a refund for the admission ticket (including service costs). Theater, whether or not via a (pre) sales address, has paid. Holders of invalidated admission tickets do not have any right to a refund.

8.2 .2 If it is plausible that the admission ticket has been falsified, the Theater is authorized to admission ticket to refuse (further) access to the event, without the Visitor or this holder being able to claim any damage that he will suffer as a result.