



BROWNYS

EVENT PRODUCTIONS

General Terms and Conditions of Brownys Productions B.V.

1. Definitions

- 1.1 Brownys Productions B.V. (hereinafter referred to as 'Brownys') is a private limited liability company whose objective is to organise events, in the broadest sense of the word. 5.5
- 1.2 In these General Terms and Conditions, Brownys also refers to all its employees. 5.6
- 1.3 Client: the natural person or legal entity or the partnership of natural persons and/or legal entities, or the intermediary or representative that has informed Brownys that Brownys is to perform an Assignment as referred to in Article 1.6. 5.6
- 1.4 Assignment Confirmation: the written confirmation of the Agreement by Brownys. 6.2
- 1.5 Agreement: all arrangements between Brownys and the Client related to the Assignment, including these General Terms and Conditions. 6.3
- 1.6 Assignment: performance of a service or services as agreed with the Client in accordance with the Agreement, such as organising catering, receptions, workshops, events and exploitations in the broadest sense of the word, including the provision of the required staff and the required locations and materials. 6.4
- 1.7 Event: every activity organised in whole or in part by Brownys, in the broadest sense of the word. 6.5
- 1.8 Guest: everyone present at the Event organised by Brownys, including but not limited to the Client and everyone who has access to the Event on the Client's invitation or, in the case of a public event, everyone who has bought an admission ticket or is present at the event in any other way. 6.6
- 1.9 Terms and Conditions: these General Terms and Conditions of Brownys and the Contract for Professional Services or the Assignment Confirmation. 6.7
- 1.10 Contract extras: all work not agreed in advance in the Assignment. 6.7

2. Applicability

- 2.1 These General Terms and Conditions are part of the (realisation of the) Contract for Professional Services. 7.1
- 2.2 Brownys as well as all legal and natural entities involved in the performance of any Assignment from the Client may invoke these General Terms and Conditions. The same applies to its directors, the (directors of) Brownys' practical companies and former employees of Brownys, including any legal successors. 7.2
- 2.3 These General Terms and Conditions also apply to additional or altered assignments or follow-up assignments from the Client. 7.3
- 2.4 Unless explicitly agreed otherwise, any general terms and conditions of the Client are not part of the Agreement. 7.4
- 2.5 Deviations from and additions to the General Terms and Conditions must be explicitly agreed in writing, dated and signed by both parties. 7.4
- 2.6 If and in so far as any provision of these General Terms and Conditions becomes void or is annulled, the other provisions will remain in full force. 7.4

3. Agreement

- 3.1 Unless explicitly indicated otherwise by Brownys, an offer from Brownys is free of obligation and valid for 7 days. 7.5
- 3.2 The agreement is not realised until the moment that Brownys explicitly confirms the Client's assignment by means of an Assignment Confirmation. 7.6
- 3.3 Every offer is subject to new agreements between Brownys and other Clients that make performance of the offer impossible in Brownys' opinion. In that case, Brownys will not be liable to pay damages. 7.7
- 3.4 When Brownys sends the Client an Assignment Confirmation, that determines the content and interpretation of the Agreement, subject to apparent errors in writing. 7.7
- 3.5 Any annotations and responses by the Client to Brownys' offer are not part of the Agreement, unless Brownys confirms these in writing. 7.7
- 3.6 Brownys determines performance of the Agreement and may use third parties for doing so. 7.7

4. Identity of the Client

- 4.1 Upon Brownys' first request, the Client will provide Brownys with a copy of a valid ID of the authorised signatory and a recent extract from the trade register of the Chamber of Commerce. 9.1
- 4.2 In the event of uncertainty about the Client's identity or its financial capacity, Brownys reserves the right to suspend the Agreement until the Client has provided sufficient relevant information. 9.2

5. Fee and costs

- 5.1 Unless explicitly agreed otherwise, the Assignment fee will be paid on the basis of an invoice, digital or otherwise. All amounts communicated by Brownys are exclusive of VAT unless explicitly indicated otherwise. 9.3
- 5.2 Brownys offers on the basis of estimated costs of the price of the Assignment. 9.4
- 5.3 Prior to performance of the Assignment, Brownys can invoice part of the price (up to 75%) to cover purchase costs and as security for final payment. 9.5
- 5.4 Brownys may request the Client to pay a security for the purchase/hire of components for performance of the Assignment. 9.6

In the event of increases in the prices of raw materials, labour, rental or purchase of materials for performance of the Agreement, Brownys is entitled to charge these costs to the Client.

Brownys will invoice the final costs of the Assignment, based on actual costs, immediately after performance of the Assignment.

6. Payment

- Unless explicitly agreed otherwise, the final invoice will be paid within 14 days after the invoice date. 6.1
- If Brownys considers additional work necessary for performance of the Agreement, Brownys may charge additional costs for this. 6.2
- Apart from the provisions of Article 6.2, additional work may be charged if an event lasts longer than agreed or if the Client is in default in respect of its obligations towards Brownys. 6.3
- If a security has been paid, it will be returned after the final invoice has been paid. 6.4
- In the event no payment has taken place by the payment deadline, the Client will be legally in default. The Client will then owe the statutory commercial interest (with part of the month being designated as a whole month) as well as the extrajudicial collection costs calculated in conformity with the BIK ('Besluit Buitengerechtelijke incassokosten'). 6.5
- In the event of non-payment or late payment of invoices by the Client, Brownys may suspend performance of the Assignment or cancel the Agreement. 6.6
- If the Client is in default for longer than 60 days in relation to payment of any Brownys invoice, Brownys is entitled to suspend or cancel compliance with all subsequent assignments from the Client, without prejudice to the right to claim compliance and/or damages. 6.7

7. Obligations of the Client

- If Brownys has provided the Client with materials suitable for reuse, such as crockery, glassware, dishes, cutlery, chairs, tables and suchlike, these will remain the property of Brownys and must be returned to Brownys after the Assignment. 7.1
- The Client will manage these materials with due care. Damage to or loss of these materials by the Client, its invitees or personnel, will be repaid by the Client to Brownys at cost price. 7.2
- The Client will pay damage to materials provided by Brownys based on the final invoice. 7.3
- Unless agreed otherwise in writing, the Client will ensure at the Client's expense sufficient safety measures at the place where the Assignment will be performed (including, but not limited to, measures to ensure the safety of artists, employees and visitors). Where arrangements have already been made regarding those measures, the Client will nevertheless be entitled at any time to impose additional requirements, should circumstances so require. 7.4
- The Client is responsible for all the acts and omissions of its guests, as well as for materials organised and ordered by it, and for third parties engaged by it. 7.5
- If instructions have been given during the event by or on behalf of Brownys, the Client will be responsible for compliance with these instructions by its guests or other persons present. 7.6
- Unless explicitly agreed otherwise, the Client is responsible for obtaining any permits necessary for performance of the Agreement in a timely manner. 7.7

8. Change to the Agreement

- If the Client wishes to change the Agreement after Assignment Confirmation, Brownys will undertake to meet this request, without being able to guarantee it. Article 6 applies and any invoices already sent to the Client will remain valid. 8.1
- If the change entails an extension of the Agreement, Brownys may supplement the advance invoice to the agreed part of the new price of the Agreement. 8.2

9. Agreed number of guests

- If, during performance of the Assignment, more guests appear than agreed or calculated in advance, Brownys may invoice the Client an additional price for each additional guest in the final invoice. 9.1
- Brownys at all times reserves the right, for reasons of safety and/or capacity, to refuse additional guests that exceed the maximum number admission to the Event. 9.2
- In the period from 3 months to one month prior to the Event, a change of up to 20% of the number of guests is permitted. 9.3
- In the period from one month to 7 days prior to the Event, a change of up to 10% of the number of guests is permitted. 9.4
- In the period from less than 7 days prior to the event, no changes can be made to the number of guests. 9.5
- Without prejudice to the provisions of Articles 9.3 to 9.5 inclusive, Brownys reserves the right to refuse any change to the agreed number of guests for logistic reasons. 9.6



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10. Cancellation of the Agreement

- 10.1 The Client can only cancel the Assignment in writing.
- 10.2 In case of cancellation up to 3 months prior to the Event, the Client will pay all hours worked, purchase costs, expenses, damage and other costs incurred by Brownys.
- 10.3 In case of cancellation, the Client will pay, in addition to all hours worked, purchase costs, expenses, damage and other costs incurred, the following percentage of the price of the cancelled Assignment:
- In the event of cancellation in the period from 3 months to one month prior to the Event: 25% of the total assignment value.
 - In the event of cancellation in the period from one month to 14 days prior to the Event: 50% of the total assignment value.
 - In the event of cancellation in the period from 14 days to 7 days prior to the Event: 75% of the total assignment value.
 - In the event of cancellation in the period from less than 7 days prior to the Event: 100% of the total assignment value.
- 10.4 However, if at the time of cancellation the amount of damage incurred by Brownys is higher than the cancellation fee referred to under 7.3 of these terms and conditions, the Client must pay the higher amount.

11. Force majeure

- 11.1 Force majeure is defined as all external causes, through no fault of Brownys and beyond its control, that render complete or correct performance of the Agreement impossible.
- 11.2 Force majeure as referred to in the previous paragraphs includes but is not limited to: non-compliance by a third party, illness of staff of Brownys or a third party, abnormal weather conditions, disruptions in water and energy supply, strikes and virus epidemics (pandemics).
- 11.3 In the event of force majeure, compliance with the Agreement will be suspended for as long as the force majeure continues.
- 11.4 If the force majeure continues longer than one month, both parties are entitled to terminate the Agreement without judicial intervention. In that case, Brownys will repay any amounts paid, minus any costs incurred by Brownys in relation to the Agreement, including but not limited to labour costs and purchase costs from third parties.
- 11.5 In case of a virus epidemic (pandemic), Articles 11.3 and 11.4 will only apply if the Agreement concerns a live event. In such a case, digital events can take place, such that the Client in principle cannot invoke force majeure and cannot cancel the Agreement under Article 11.4.

12. Liability

- 12.1 Brownys is not liable for damage caused during performance of the Assignment, including damage due to death or injury, consequential damage, trading loss, loss of profits and/or stagnation damage resulting from acts or omissions on the part of Brownys or third parties engaged by it or caused by the use of materials provided or let out by Brownys, unless mandatory provisions dictate otherwise.
- 12.2 The provisions of Article 12.1 do not apply if the damage is the result of intention or deliberate recklessness on the part of Brownys.
- 12.3 Brownys is not liable for damage to or loss of personal property (of third parties) during the Event.
- 12.4 Brownys is not liable for damage resulting from suspension of its work or cancellation of the Agreement due to late payment by the Client.
- 12.5 Brownys is not liable for any consequences of erroneous or lacking information by the Client about circumstances of relevance to performance of the Agreement. The Client must immediately contact Brownys about any medical information (including that of its Guests) that may be relevant, including but not limited to allergies. In response, Brownys can advise the Client on its offering.
- 12.6 Brownys is not liable for indirect damage, including but not limited to trading loss, consequential damage or immaterial damage.
- 12.7 Brownys is not liable for damage resulting from instructions given or materials, services or staff provided by third parties or the Client.
- 12.8 The Client shall indemnify Brownys against claims by third parties (including - but not limited to - the Guests) who suffer damage related to the performance of the present Assignment.
- 12.9 Any liability of Brownys is limited to the net invoice price of the part from which the damage resulted or, if that amount is lower, the maximum insured amount.
- 12.10 This provision never excludes liability in so far as liability may not be limited or excluded by law.

13. Intellectual property rights

- 13.1 Unless explicitly agreed otherwise, all intellectual property rights ensuing from the Agreement, or the performance thereof, accrue to Brownys.
- 13.2 For private events and concerning the use of photo and video material, Brownys always endeavours to use only material for the website and social media in which the persons in the images cannot be recognised.
- 13.3 Where there is material in which a person may be recognised, Brownys will, prior to publication, request permission from the recognisable person, via the Client, to use that material.

14. Complaints

- 14.1 The Client must report complaints about the quality of the food and/or drinks within 2 hours after supply to Brownys to enable Brownys to remedy the complaint where possible.
- 14.2 Apart from the provisions of Article 14.1, Brownys will only handle any complaints if the Client informs Brownys of the defects immediately after discovery and subsequently informs Brownys in writing within 5 working days, accurately stating the nature of and reason for the complaint and when and how the defect was discovered.
- 14.3 Brownys will assess a complaint as soon as possible and handle it appropriately and, if it is valid, solve it in consultation with the Client if necessary/possible.
- 14.4 A complaint by the Client does not constitute grounds for cancelling the Agreement or refrain from or postpone payment in whole or in part.
- 14.5 A complaint after the complaint term cannot result in recovery or crediting/restitution. This also applies if Brownys is not given the opportunity to solve a complaint as soon as possible.
15. Processing of personal data
- 15.1 If, during the performance of the Agreement for the benefit of the Client, Brownys processes any personal data, the terms and conditions below will apply.
- 15.2 The concepts applied in these terms and conditions have the meaning as attributed in the General Data Protection Regulation (hereinafter referred to as: "GDPR"), or as attributed by case law.
- 15.3 During the processing of personal data, the Client shall be regarded as the controller or, if the Client processes personal data for the benefit of a third party, as the processor. Brownys shall have the role of processor or sub-processor (depending on the capacity in which the Client processes the personal data).

16. Purposes of the processing

- 16.1 Brownys shall only allow the processing of personal data to take place in the context of the performance of the Assignment and for the purposes that are reasonably related thereto, or that are determined with permission from the data subject.
- 16.2 Under the Assignment, Brownys shall process all personal data of all categories of data subjects, which is saved during the performance of the Assignment, or which is provided in another manner to Brownys for processing. If special personal data is to be processed, the Client must report this in advance to Brownys and Parties shall assess, in mutual consultation, whether any additional measures must be taken in that context.
- 16.3 Brownys has no control over the purpose of and the resources for the processing of the personal data. Brownys will not take any decisions independently regarding the receipt and the use of the personal data, the provision to third parties and the duration of the storage.
- 16.4 The Client guarantees that, insofar as required by the GDPR, the Client will maintain a data processing record and keep it up-to-date. The Client will indemnify Brownys against all entitlements and claims related to the non-fulfilment or incorrect fulfilment of the obligation to maintain that record.

17. Division of responsibility

- 17.1 Brownys will not be responsible for the processing of personal data including in any event, but not limited to, the collection of the personal data by the Client, processing for purposes that have not been stated by the Client to Brownys, processing by third parties, or for other purposes.
- 17.2 The Client guarantees that the contents, the use and the instructions for processing of personal data are not unlawful and do not breach any third-party rights. Commercial clients will indemnify Brownys against all claims by third parties ensuing from the non-fulfilment by the Client of the aforesaid guarantee.
- 17.3 The obligations of the Client ensuing from these terms and conditions, also apply to those who process personal data under the authority of the Client, such as employees or third parties engaged by them.

18. Transfer of personal data

- 18.1 Brownys processes personal data in countries within the European Economic Area. The Client gives permission to Brownys for the processing of personal data in countries outside the European Economic Area, with due regard to the applicable legislation and regulations.
- 18.2 Upon request, Brownys shall inform the Client of the country or countries to which the personal data will be transferred.

19. Engagement of sub-processors

- 19.1 The Client hereby gives permission to Brownys to engage sub-processors in the context of the Assignment and the processing of personal data included in these terms and conditions. Upon request, Brownys shall inform the Client of the sub-processors Brownys engages.
- 19.2 If Brownys has the intention to engage new sub-processors for the processing of personal data, Brownys shall inform the Client of this in advance. The Client may thereafter submit an objection in writing to that intention within two weeks. If the Client does not object within the aforementioned period of two weeks, the Client will be deemed to agree with the intention.



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- 19.3 The Client will not withhold its permission for the engagement of sub-processors on unreasonable grounds, whereby Brownys will make efforts to impose on the sub-processor(s) at least the same obligations regarding the processing of personal data as are agreed between the Client and Brownys.
- 20. Requests from data subjects**
- 20.1 If a data subject addresses a request about his/her personal data to Brownys, Brownys shall forward the request within a reasonable period to the Client. Brownys is permitted to inform the data subject thereof.
- 20.2 Brownys shall answer the data subject directly if Brownys is obliged to do so by law, or if Brownys has an independent responsibility for such on the basis of the GDPR.
- 20.3 Brownys is entitled to charge expenses for answering the requests from data subjects to the Client.
- 21. Identity**
- 21.1 Brownys is registered with the Dutch Chamber of Commerce under number 60986565 with VAT number NL854151023B01. Brownys has its registered office at General Vetterstraat 31 (1059 BT) in Amsterdam.
- 21.1 Brownys can be reached by email at info@brownys.nl, and by telephone on +31(0)20-6060712.
- 22. Applicable law**
- 22.1 The legal relationship between Brownys and the Client is governed by Dutch law.
- 22.2 All disputes that might arise between Brownys and the Client, where it is possible to make a choice of forum in advance, will be settled by the competent judge of the Amsterdam District Court.