

Terms and Conditions of Trade of Excellence in Society and ESC Congress BV

Article 1 Definitions

- 1.1. *Excellence in Society and ESC Congress BV* Hereinafter Referred to as ESC.
- 1.2. Where Used term *contract agreement* is understood to mean an order for a client for organizing congresses, symposia, conferences and seminars or other activities.
- 1.3. Under *activity* means the organizing conference, symposium, conferences and seminars or other activities.
- 1.4. *Vice Principal* means the principal that a contract with ESC as mentioned above has entered into or to whom an offer ESC as described in these conditions has been released.
- 1.5. *Participant* is defined as: a person or not for payment of the ESC for a client visits organized activities.
- 1.6. Under *offer* means the establishment of ESC costs that the client will charge for organizing activities.

Article 2 Applicability of General Conditions

- 2.1. These are general policies for ESC covering all activities and work of ESC.
- 2.2. These terms and conditions apply if expressly agreed and / or through the website or otherwise products or services are requested or ESC commands to be provided. These are then applicable to agreements thus far created and to all present and future agreements client already has signed with ESC or in the future will sign with ESC.
- 2.3. Any terms and conditions of the client are not binding for ESC. ESC acts solely by applying its own terms.

Article 3 Offers without obligations

- 3.1. The ESC offers are nonbinding and can be withdrawn or modified, as long as ESC has not confirmed written acceptance of the contract to the client.
- 3.2. All offers are valid for up to two weeks after the day on which they are provided, unless otherwise stated.
- 3.3. The date of a tender shall be considered to date the quotation is provided.
- 3.4. An agreement will become final and binding when ESC has accepted the clients order in writing, or in case ESC has started carrying out work on behalf of a client.

Article 4 Agreements on implementation of works and projects.

- 4.1. Activities will be described as accurately as possible in writing between the ESC and the principal said agreement.

- 4.2. During the implementation period, communications will take place on the progress and implementation of the agreed work.
- 4.3. The execution of tasks placed with others by ESC bind the principal and not ESC and are the risk and at the expense of the client.
- 4.4. ESC to its client must make all and reasonable efforts to implement the agreed activities. In which case ESC cannot be held responsible of not meeting its obligations to the client.

Article 5 Limitation of liability

- 5.1. The following expenses and risks are the responsibility of the client and not of ESC:
 - A. responsibility for the financial outcome of the activity;
 - B. Responsibility for the safety of participants of the activity;
 - C. liabilities to third parties.
- 5.2. Insofar as ESC for any reason whatsoever it might be liable to the principal, then for the compensation payable a percentage of the amount equal to the fixed fee agreement with client.
Not included are:
 - A. 10% commission on all introduction of sponsorship and exhibition are;
 - B. Participants registration fees;
 - C. Overhead;
 - D. Travel and subsistence;
 - E. VAT.

Article 6 Activities outside the scope of works agreed

- 6.1. Those activities not covered by the agreement will be charged separately and the client is obliged to pay related charges.
- 6.2. ESC, in case of written acceptance of the orders of the client, will take responsibility for the performance of work by ESC. In case of absence of a written contract and work is being done by ESC, ESC will be charging those activities separately and the client is obliged to pay it.

Article 7 Intellectual Property Rights

- 7.1. All by or on behalf of ESC-made materials and designs, including documents created or prepared in connection with the execution of work for the client, remain the intellectual property of ESC.

Article 8 Indemnification

- 8.1. The client indemnifies ESC against third party claims, arising from the use of information, through whatever medium those provided by the client to ESC.

- 8.2. Any tax decisions by a tax inspector serving an activity organized by ESC for the client are always at the expense and risk of the client.
- 8.3. The Client shall indemnify ESC against any tax resulting from an invalid sequence of tax legislation / ruling by the client.

Article 9 Payment Rules

- 9.1. The total amount owed by the client is to be agreed and invoiced accordingly to a mutual satisfactory schedule of payments.
- 9.2. The invoices must be paid in full, within 10 days after the invoice date.
- 9.3. If payment of the invoice has not been received within 14 days after the invoice date by ESC, the client / participant is liable without further notice of default and is required to pay the additional statutory interest.
- 9.4. The client is obliged to assure to be in a sound financial position for all amounts payable to ESC.
- 9.5. ESC has the power to suspend work until paid or secured, without prejudice to its rights to cancel the agreement.
- 9.6. For late payment client is liable a 10% collection fee of the amount outstanding and all the agreed payments are immediately due and payable.
- 9.7. After receiving an agreement and signing/confirmation of contract-work order, the ESC is authorized to change or amend any of the agreed amounts in case of:
 - 12 months after the conclusion of the agreement, the CBS-year consumer price index for the total population change over the time the contract is issued;
 - After contract signing the costs charged by third parties should change;
 - After contract signing government levies should change.
- 9.8. ESC is empowered to make commission arrangements with third parties without the client being able to assert a claim.
- 9.9. For work being done on Saturday, the hourly rates apply plus a surcharge of 25%. Same applies for Sundays and public holidays where a surcharge of 50% will be added.

Article 10 Complaints

- 10.1. Complaints by client about the quality of the work are only accepted when in writing within 14 days after completion of the ESC organized activity for the client.
- 10.2. If complaints have not been made as per the period stated in article 10.1 Then client cannot subsequently after the completion of tasks complain of failure by ESC in the implementation of the agreement or its work done.

Article 11 Cancellation

- 11.1. If cancelled by the client, all work done and the future costs as per the agreed scope of works the client will be charged in full.
- 11.2. When the cancellation is made at least 1 year before the organizing activity will take place, then the client is required to pay the total agreed amount, less the costs of third parties which do not need to be made.
- 11.3 Cancellation by participants does not reduce the fee payable by the client.
- 11.4. Client may not cancel an order issued unless justified by law or otherwise agreed in writing.

Article 12 Termination Agreement

- 12.1. If the client fails to timely pay accounts of, or fulfill other obligations to ESC, ESC is, after a notice period of 14 days, empowered to dissolve the agreement, notwithstanding the right of ESC to claim full payment of agreed services, reimbursement of expenses and to claim damages and interest.
- 12.2. ESC has same power, but without prior notice, if Client has:
 - A. to suspend trading due to insolvency;
 - B. been declared to be in a state of bankruptcy;
 - C. gone into liquidation or if levied against the client;
 - D. indicated the client is unable to meet his, her or its financial obligations;
 - E. the client's company has changed hands to another owner or legal entity, or involving a legal separation or merger.
 - F. is a natural person, who has been given the opportunity to settle all debts according to Dutch and or any other law in order to avoid status of bankruptcy.

Article 13 Force majeure

- 13.1. Force majeure includes any circumstance beyond the control of ESC, which fulfillment of the contract by ESC permanently or temporarily prevented. This is including but not limited to: war, threat of war, civil war, riots, strikes, lockouts, transport problems, power failures, telephone failures, computer failures, floods and other natural disasters and other serious disruptions in the company of ESC or its suppliers.
- 13.2. ESC is not obliged to fulfill any obligation if there is force majeure. In case, due to force majeure, ESC is unable to fulfill the contract, the client is obliged to pay ESC for work performed at that time to.
The cost of changing timing and/ or location of ESC activities for the client beyond the client and ESC power due to Force majeure will be charged extra work and as such will be paid by the client.

Article 14 Disputes and applicable law

- 14.1. All offers, agreements and implementation, as well as all activities of ESC are subject only to Dutch law.

- 14.2. The Vienna Sales Convention is expressly excluded.
- 14.3. By signing the contract parties are deemed to have elected domicile at the registered location of ESC.
- 14.4. The s-Hertogenbosch jurisdiction shall have exclusive jurisdiction to hear disputes concerning the interpretation or execution of this Agreement, except as otherwise prescribed by law mandatorily, even if the client is not established in the Netherlands.
- 14.5. To the extent any dispute between the parties applies provision as to being contrary to any legal provision, the rights and obligations between the parties remain otherwise unaffected, provided that the parties in that case be obliged to act in accordance with commitments and obligations as close as possible, without conflict with any statutory regulations.

Article 15 Principal Contact

- 15.1. Any errors by the client of its contact information provided to ESC should immediately be reported by the principal to ESC. Even if ESC uses false contact information for the client, the client must immediately report to ESC if such a finding.
- 15.2. Also, changes of address of the client should always be reported to ESC.
- 15.3. As Art. 14.1 and Art. 14.2 are not complied with, due to miscommunication. Services and / or supplies delivered by or to an incorrect or old address will be charged to the client's account.

16 Contact and identity ESC

Visiting address The Netherlands:	Hurksestraat 29-51 5652AH Eindhoven
Visiting address Asia Pacific:	671 Newcastle Street Leederville WA 600 Australia
Postal address:	P.O. box 2178 5500 BD Veldhoven The Netherlands
Telephone number:	+31 (0) 6 5353 7640
Email:	info@esc-societycongress.com
Website:	www.esc-societycongress.com
Registered chamber of commerce Eindhoven:	17219783