

# **Terms and Conditions Love & Memories**

## **Article 1 - General**

1.1 These Agreements are applicable to all Love & Memories offers and quotations, as well as Agreements between the Customer(s), including the amendments thereof, insofar as these conditions have not been deviated from in writing.

1.2 In case one or more provisions of these general conditions are declared void or become void, the remaining provisions of these general conditions remain completely applicable and active.

1.3 Any possible deviation from these general conditions is only valid when these have explicitly been agreed upon between parties in writing.

1.4 Client is understood to be the one who provided the assignment to Love & Memories. Until an agreement has been reached, the client is also referred to as the applicant or customer.

1.5 Supplier/provider is understood to be the one who offers/delivers a wedding, organized by Love & Memories, in pursuit of his/her company, goods and/or services.

1.6 By signing the agreement with Love & Memories, the client accepts the applicability of these terms and conditions.

## **Article 2 – Realization and content of the agreement**

2.1 The first quotation issued is an informal one for both parties. No rights may be derived from misprints, printing errors and typographical errors, or from altered quotations.

2.2 Quotations have, unless the quotation shows another Agreement has been reached, a validity of two weeks, counting from the date the quotation has been drawn up.

2.3 In case Love & Memories has, at the request of the Customer, begun with the implementation and/or the adjustment of a quotation, but no realization Agreement has been reached between the two parties, the Customer is bound to reimburse the costs incurred by Love & Memories. Costs incurred would include those costs made for research to obtain more information than is mentioned in the quotation, costs made by viewing a venue, discussions held at the Customer's address etc.

2.4 The prices in the quotations / proposals mentioned do not include VAT or any other government fees.

2.5 A quotation consisting of different parts does not bind Love & Memories to execute a part of the quotation for the amount stated for that part of the quotation.

2.6 Offers and Quotations shall not apply automatically to future assignments.

2.7 The prices for services and goods supplied by third parties (suppliers) are not included in the prices of Love & Memories. Any additional costs, calculated by suppliers or others, are at the expense of the customer.

### **Article 3 - Execution of the agreement**

3.1 Love & Memories will implement the agreement to the best of insight and ability and in accordance with the requirements of good workmanship. Love & Memories has a commitment obligation and no result obligation.

3.2 If and insofar as a correct execution of the Agreement demands it, Love & Memories retains the right to employ third parties for the execution of the Agreement.

3.3 The customer shall ensure that all information, of which Love & Memories indicates that they are necessary, or whose customers should understand that they are necessary for the execution of the Agreement, shall be provided to Love & Memories in a timely manner. If the information required for the execution of the agreement is not provided to Love & Memories in within requested time, Love & Memories has the right to suspend the execution of the agreement and / or the additional costs resulting from the delay according to the usual rates to the client to charge.

3.4 If, by agreement, activities undertaken by Love & Memories or third parties by Love & Memories are executed at the location of the client or a designated location, the client shall bear the costs associated with the reasonably desired by those employees' facilities.

3.5 Love & Memories is not responsible for any damage whatsoever, due to the fact that Love & Memories assumed incorrect and / or incomplete information provided by the client.

### **Article 4 – Changes to the agreement**

4.1 If, during the execution of the Agreement, it appears necessary to modify or supplement the tasks for a correct execution, both parties shall confer in a timely manner on how to modify the Agreement accordingly.

4.2 If the modifications and/or the supplementation of the Agreement have financial

and/or qualitative consequences, Love & Memories shall inform the Customer of this beforehand.

4.3 Love & Memories retains the right to charge the Customer – if more than three months have passed since the closing of the Agreement – to increase the stipulated price as a result of any legally imposed price increases and unexpected reasonably higher costs. Love & Memories is bound to communicate and explain these changes in price to the Customer as soon as possible.

4.4 Moreover, Love & Memories is permitted to raise the agreed upon price, during the execution of the tasks, if it appears that the original agreed upon and/or expected amount of work was severely misjudged during the conclusion of the Agreement, and this is not attributable to Love & Memories, so that in all reasonableness it cannot be expected of Love & Memories to fulfill the tasks for the originally agreed upon amount. Love & Memories shall in that case inform the Customer of the intended price increase. Love & Memories shall state the amount of the increase and the date on which it will take effect.

## **Article 5 – Delivery period**

5.1 The request by the customer to change the delivery dates can only be done by mutual agreement and after written confirmation from Love & Memories. All costs resulting from this change shall be at the expense of the customer.

## **Article 6 – Payment**

6.1 The agreed amount will be invoiced in three parts: 50% upon creation of the Agreement. The Customer must pay the amount within 14 days of the invoice date, unless otherwise agreed upon between the Customer and Love & Memories.

The second (25%) amount is due 4 months prior to the wedding day and the remaining 25% one week prior to the celebration. Any objections to the amount of invoices do not suspend the invoice's payment obligation.

6.2 The Customer who does not pay on time will be held in default according to the law from the end of this payment period, without the need for any other notice of default. In that case, Love & Memories is entitled to terminate the agreement or to claim additional damages for all costs incurred of the agreement and has the ability to charge legal interest from the date of entry of the agreement default until the day of payment. In addition, Love & Memories is entitled to suspend the execution of the agreement until the time when all outstanding amounts are paid.

6.3 Love & Memories has the right to deduct the payments made by the customer, primarily by deducting the costs, then deducting the interest accrued and finally by deducting principal and current interest.

6.4 If the customer is in default or fails to fulfill one or more of his obligations, all costs for obtaining compensation within and outside of the contract will be on behalf of the customer. In case of a cash claim, the customer is in any case liable for collection costs.

## **Article 7 – Research, Complaints and Claims**

7.1 Claims must be submitted within 2 weeks after the day of the wedding, in writing and with sufficient justification to Love & Memories. The notice of default must contain a description of the shortcoming in as much detail as possible, so that Love & Memories is able to react to it adequately.

7.2 If the agreed work is no longer possible or meaningful, Love & Memories will be liable only within the limits of Article 9 liability.

## **Article 8 – Dissolution, Conclusion and Suspension of the Agreement**

8.1 Love & Memories has the right to cancel or to terminate the Agreement, without damage compensation to the Customer if the content of the Agreement in the judgment of Love & Memories can damage the interests and/or good name of Love & Memories business or if the safety of guests, personnel and/or contracted parties is, in the judgment of Love & Memories, is insufficiently guaranteed or upon improper use of the materials made available.

8.2 If the safety of guests, staff and/or contractors is insufficiently guaranteed or improper use of the available materials, Love & Memories is entitled to deviate from the agreement already concluded or at the expense of negligent to dissolve part in whole or in part.

8.3 In case the Agreement is dissolved the amounts receivable are immediately claimable from the Customer. In case Love & Memories suspends the honoring of its commitments, it retains its claims by law and through the Agreement.

8.4 If the agreement is canceled by Love & Memories, Love & Memories will, in consultation with the client, take care of the transfer of work to be done to third parties unless there are facts and circumstances underlying the cancelation that can be attributed to the customer.

8.5 Love & Memories reserves the right to claim damages.

8.6 If Customer wholly or partially terminates or cancels an Agreement, then the agreed fee and the expenses incurred by Love & Memories, including the compensations to the third

parties as a result of this cancellation, will be fully compensated by Customer. In addition, the client is liable for cancellation fees with a minimum of 50% upon cancellation up until 4 weeks before the day of the wedding, or 70% upon cancellation from 1 to 4 weeks before the day of the wedding and 90% upon cancellation during the last week before the day of the wedding and 100% upon cancellation on the day of the wedding. For the relevant wedding by Customer implies on Love & Memories, the amount being at least equal to the actual cancellation fee, which Love & Memories will have to pay to third parties upon cancellation of the assignment, plus 15% administration fee over the total of the total contract.

## **Article 9 – Liability**

9.1 Direct damage is understood to mean:

- the reasonable expenses to determine the cause and the extent of the damage, insofar as the determination relates to damage pursuant to these conditions;
- the reasonable expenses possibly incurred to determine Love & Memories shortcomings in regard to the fulfillment of the Agreement, in case these can be attributed to Love & Memories;
- the reasonable expenses incurred to prevent or limit the damage, insofar as the Customer can demonstrate these expenses have led to limiting the direct damage as described in these general conditions.

9.2 Love & Memories is not liable for indirect damages, including consequential damage, forgone profits, missed savings, damage due to business interruption, liability for costs related to court proceedings, interest and/or damages due to delays, damages as a result of faulty cooperation and/or information from the Customer, and/or damage incurred through love & Memories informal tips or advice of which the content did not explicitly form a part of the written Agreement.

9.3 The Customer holds Love & Memories harmless from the amounts receivable from third parties due to damage caused by the Customer giving Love & Memories false or incomplete information, unless the Customer can demonstrate that the damage has no connection with dealings or omissions by the Customer or is caused by premeditation or gross negligence by Love & Memories, and unless any binding national or international law or regulation does not permit such a stipulation.

9.4 The limitation of liability set out in paragraph 1 of this article shall be included in support of the third parties engaged by Love & Memories for the execution of the assignment. The limitation of liability does not apply if there is gross negligence and / or negligence of Love & Memories.

9.5 Employees, trainees and/or third parties are not entitled to associate Love & Memories as an entrepreneur in any way. Assignments entered by them are only valid after written confirmation by Celeste Jonker and/or Stephanie van Harskamp of Love & Memories itself or

an employee authorized to do so in writing and confirmed by Celeste Jonker and / or Stephanie van Harskamp of Love & Memories. We reserve the right to refuse orders or to supply goods for which we have not given such confirmation.

9.6 Love & Memories is not liable for the damage or destruction of documents during transportation or while being sent through the mail, regardless of whether this mailing occurs by or in the name of the Customer, Love & Memories or third parties.

## **Article 10 - Civil Liability**

10.1 If more (legal) persons have committed themselves as debtors, they, as well as their successors, are always jointly and severally liable to Love & Memories for all obligations arising from the agreement.

10.2 Agreements on the obligation to pay between (co-) debtors, do not bind Love & Memories.

## **Article 11 - outsourcing work to third parties**

11.1 The customer authorizes Love & Memories to execute the assignment at a desired time. The Client agrees to transfer by Love & Memories to third party (s) of all rights and obligations arising from the agreement (s) concluded by Love & Memories and customer.

11.2 Products and/or services that cannot be delivered by Love & Memories themselves are involved through suppliers; payment of these suppliers is made through the customer. Unless otherwise agreed.

11.3 Love & Memories is not held responsible for the acts and / or actions of its suppliers and can never be addressed.

11.4 If Love & Memories acts as an intermediary (or booking office) and performs only the administrative tasks relating to the assignment, Love & Memories may never be charged with any actions, changes or other matters occurring during the performance of the contract as provided for in the agreement.

11.5 Should any dispute arise between the customer and supplier, Love & Memories will attempt to mediate between them. However, Love & Memories can never be charged for any damages, defects, defects in its product, non-delivery of services or products, costs and / or interest and the result obtained in this eventual dispute. This remains a matter between the customer and the supplier.

## **Article 12 – Force Majeure**

12.1 By force majeure is understood: every shortcoming that cannot be attributed to Love & Memories. Blame cannot be attributed if the shortcoming is not Love & Memories fault, neither by law, by legal acts or by prevailing opinion. Illness and/or accident, theft, fire, the influence of weather, traffic jams, power disruptions and the like will be qualified as force majeure.

12.2 The Customer shall be informed of the force majeure in writing as soon as possible by Love & Memories, unless the Customer's address has not been made known to Love & Memories, and cannot reasonably be obtained.

12.3 To the degree that Love & Memories has already met its obligations at the time of the force majeure or shall be able to meet its obligations, and insofar the completed or to be completed part of the Agreement has independent value, Love & Memories is entitled to declare the completed or to be completed part of the Agreement separately to the Customer. Customer is required to fulfill this declaration as if it were an individual Agreement.

## **Article 13 – Confidentiality**

13.1 Both parties are bound to secrecy concerning all confidential information that is shared by the parties or obtained from other sources in the context of the Agreement. Information is considered confidential when it is communicated by the other party or when this arises from the nature of the information.

13.2 If, on the grounds of a legal provision or court decision Love & Memories is bound by law or through a competent court to disclose confidential information to a third party, and

Love & Memories cannot appeal through a right to refuse to answer questions recognized by the law or a competent court, Love & Memories is not bound to repayment of damages or

indemnity and the Customer is not entitled to the dissolution of the Agreement on grounds of alleged damages incurred or those to be incurred.

## **Article 14 – Intellectual Property**

14.1 Love & Memories retains all the rights to intellectual property with regard to products of the mind which it uses and/or has used and/or develops and/or has developed in the framework of the execution of the Agreement, and regarding which it retains the copyright or other rights of intellectual property or which it can ratify.

14.2 The Customer is forbidden, with or without the participation of third parties, from

duplicating, making public or exploiting those products, including Love & Memories computer programs, system designs, methods, advice, model contracts, contracts and other products of the mind, in the broadest sense of the term. Duplicating and/or publishing and/or exploitation are only allowed after obtaining written consent from Love & Memories.

14.3 None of what has been acquired by Love & Memories, may be reproduced by means of print, photocopy, video or anyhow. Love & Memories retains the rights at all times.

## **Article 15 – Disputes**

15.1 Disputes between Love & Memories and the Customer will be submitted to a competent court in the municipality where Love & Memories is located.

15.2 The parties will appeal to the court after attempting to settle a dispute by mutual agreement.

## **Article 16 – Applicable Law**

16.1 Dutch law applies to any legal relationship between Love & Memories and Customer.