



## TERMS AND CONDITIONS as of October 13, 2018

### 1. General

These conditions apply to all offers and agreements relating to the provision of catering in the broadest sense of the word as well as the provision of any personnel, rooms and materials to be hired.

### 2. Quotation

All quotations from DADAR are without obligation and valid for 14 days.

An agreement with DADAR is realized through acceptance of the offer issued by DADAR.

Additional agreements or additional work are separately agreed and charged.

If the client and DADAR work together for a continuous period of time, these agreements will be recorded in a 'opdracht van overeenkomst' ('contract of agreement' according to Dutch Law).

### 3. Confirmation of assignment

Orders must be confirmed by the client by e-mail. If the client fails to do so, but nevertheless agrees that DADAR commences with the execution of the assignment, then the content of the quotation will be deemed to have been agreed. DADAR shall only bind verbal agreements and stipulations after they have been confirmed by DADAR in writing.

### 4. Implementation

DADAR will make every effort to carry out the assignment carefully, to carry out the wishes of the client to the best of its knowledge. If necessary, DADAR will keep the client informed of the execution of the assignment.

### 5. Providing data

The client is obliged to do all that, which is reasonably necessary or desirable to enable timely and correct delivery by DADAR, in particular the supply of complete and clear information about diet and allergies.

### 6. Allergies

Despite the fact that we give the utmost care in the preparation of the dishes, we can never guarantee the absence of cross-contamination for 100% and allergens such as gluten, nuts, dairy and shellfish can be present.

### 7. Payment

All invoice payments must be received by DADAR 14 days after catering date on account number NL08 INGB 0007 8682 25. In case of overdue

payment, the client, without the need for a notice of default or reminder, will immediately owe an interest due of one percent per month or the statutory interest. A part of a month applies in this case as a whole month. All costs such as legal costs, judicial and extrajudicial costs, including costs for legal assistance, bailiffs and debt collection agencies that are connected to DADAR for the collection of what client owes to DADAR, are at the expense of the client.

### 8. Permits

If a license or permission from a third party is required for the execution of the agreement, the client shall be responsible for obtaining the permit or permission in good time. He will have this sent to DADAR by e-mail.

Failure to obtain the required permissions or authorization is entirely at the client's risk.

### 9. Complaints

Complaints must be communicated to DADAR by e-mail as soon as possible, but in any event within 5 weekdays after the client has been able to take cognizance of any complaints.

### 10. Cancellation

If a client cancels an agreement in whole or in part, it will owe the following cancellation costs as percentages of the amount specified for the relevant goods or services of DADAR in an agreement as compensation.

- Three days before and on the day(s) of execution 100%
- 7 days to 3 days before the day(s) of execution 50%
- More than 14 days before the day(s) of execution 25%

Complete or partial cancellation of an agreement by the client must be made to DADAR by e-mail. For the determination of the cancellation costs, the date of receipt of this letter by DADAR is assumed.

### 11. Delivery

The execution of the agreement between the client and DADAR is based on the numbers and circumstances specified by the client.

If the client's statement does not correspond with reality, DADAR is not liable for any consequences thereof.



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### 12. Force majeure

In case of force majeure, DADAR has the right, after notifying the client, to cancel all or part of its obligations to execute the agreement, insofar as not performed, without judicial intervention being required.

Force majeure will in any case include:

- The total or partial failure due to whatever cause of the installations required for the execution of an agreement.
- Obstructing government regulations and requests.
- Weather conditions.
- Unrest.
- Strikes.
- Malfunctions in the regulated supply of goods to be delivered by third parties, as well as water and energy supplies.
- Fire or accidents.
- Transport restrictions.
- Confiscation of any kind or for whatever reason.
- Every malfunction in the regulated production.
- As well as any other events that can not be counted as normal trading risks.

### 13. Ceasing the assignment

DADAR reserves the right to refuse or terminate assignments whose content is in conflict with any statutory or other governmental provision, even if the order and / or order has already been confirmed or with the execution of the order and / or order may have started. DADAR has the right at any time to refuse orders and / or assignments whose content in its opinion is in conflict with the good name or with the interests of DADAR or to immediately terminate the order and / or order, the execution of which has already begun, insofar as this manifests itself at a later date. In case of applicability, DADAR can not be held liable for damage resulting from the non-execution or premature termination of the order and / or order.

### 14. Applicability

Dutch law applies to the agreement between DADAR and the client.



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