

1. General

Within these General Terms and Conditions, the following definitions and concepts are applied. Client: a client that will be further specified in Visit Arnhem Nijmegen's non-binding offer.

Offer: formation of an agreement. Unless the offer explicitly states a validity period, an offer by Visit Arnhem Nijmegen is completely non-binding. A binding agreement with Visit Arnhem Nijmegen will come about only after a written confirmation by Visit Arnhem Nijmegen of a (confirmed) order from a client.

Assignment: the development or delivery of products and services in favor of the client: an agreement between Visit Arnhem Nijmegen and a client.

Agreement: an agreement between Visit Arnhem Nijmegen and a client about the delivery of products or services as written in the offer.

In writing: by document signed by the parties, or by letter, fax, e-mail and any other means as agreed by the parties.

These General Terms and Conditions apply to all offers from and agreements by Visit Arnhem. Agreements, arrangements and conditions in discord with these terms and conditions are only valid when explicitly confirmed in writing by Visit Arnhem Nijmegen, and, beyond that, do not interfere with these terms and conditions.

2. Offers

All offers are, unless explicitly stated otherwise, non-binding.

In the case of composite price quotations, there is no obligation to deliver a part at a corresponding part of the price quoted for the whole.

3. Prices

All prices quoted by Visit Arnhem Nijmegen are exclusive of VAT, unless stated otherwise. The prices in the offers shall only apply to the services specified therein.

4. Assignments Visit Arnhem Nijmegen

An assignment is given to Visit Arnhem Nijmegen by the client. If the client cancels all or part of the assignment given, it shall be obliged to reimburse Visit Arnhem Nijmegen for all costs reasonably incurred in view of the execution of this assignment. Visit Arnhem Nijmegen may also claim compensation from the client for any loss of profits and other damages resulting from the cancellation.

Changes to the original order, of any nature whatsoever, made verbally or in writing by or on behalf of the client, which cause higher costs than could have been anticipated at the time the order was quoted and/or received, may be charged to the client by Visit Arnhem Nijmegen.

Changes to and/or cancellations of assignments given are binding to Visit Arnhem Nijmegen only after written acceptance by Visit Arnhem Nijmegen.

By the mere fact of placing an assignment, the client waives all rights to dissolve the agreement as referred to in Article 6:265 of the Dutch Civil Code and all other relevant articles.

5. Execution of the assignment by Visit Arnhem Nijmegen

Delays or delays in performance shall not be the responsibility of Visit Arnhem Nijmegen, unless these are due to gross negligence or intent by Visit Arnhem Nijmegen, without prejudice to the provisions in article 7.

The execution period shall always be determined by Visit Arnhem Nijmegen in consultation with the client. The execution period shall commence as soon as all information required, if any, in the opinion of Visit Arnhem Nijmegen, has been provided to it.

Exceeding the execution period shall never release the client from its obligations arising from the agreement, nor shall it entitle the client to claim dissolution of the agreement and/or damages. If the exceeding of the execution period is such that the client cannot reasonably be required to maintain the agreement, the client shall nevertheless be entitled to cancel the order in question, provided that it notifies Visit Arnhem Nijmegen in writing, without prejudice to Visit Arnhem Nijmegen's right to still perform within 2 weeks of receiving the aforementioned notification.

If the client fails to fulfil any of its obligations arising from an agreement with Visit Arnhem Nijmegen, Visit Arnhem Nijmegen shall be entitled to suspend the fulfilment of all its obligations towards the client, without the client being entitled to any compensation. If the client fails to fulfil its obligations arising from the agreements, Visit Arnhem Nijmegen shall consider all agreements with the client as dissolved in whole or in part, without the need for a notice of default and/or judicial intervention, while retaining its right to compensation. All amounts owed by the client to Visit Arnhem Nijmegen shall become immediately due and payable.

Visit Arnhem Nijmegen is entitled to outsource the assignment or parts thereof to or have them performed by third parties not employed by Visit Arnhem Nijmegen, if in the opinion of Visit Arnhem Nijmegen this will promote the proper and/or efficient performance of the assignment. The parties are obliged to keep confidential all confidential information which they have obtained from each other or from other sources in the context of their agreement. Information shall be considered confidential if the other party has indicated so or if this arises from the nature of the information provided. If for the execution of the assignment it is necessary for third parties to have access to the confidential information, this will be specified between the parties.

6. Intellectual property

Without prejudice to the provisions of article 5 of these terms and conditions, Visit Arnhem Nijmegen reserves the rights and powers to which it is entitled under and in accordance with the Copyright Act.

All documents provided by Visit Arnhem Nijmegen, such as reports, advice, designs, drawings, software, etc., are intended solely for the use of the client and may not be reproduced, published or disclosed to third parties by the client without the prior consent of Visit Arnhem Nijmegen.

Visit Arnhem Nijmegen also reserves the right to use the knowledge acquired during the execution of the work for other purposes, to the extent that no confidential information is disclosed to third parties.

7. Execution time exceeded

The deadlines agreed with Visit Arnhem Nijmegen are always approximate and should never be regarded as deadlines by the client, unless the contrary has been expressly agreed in writing.

Faults in the business of Visit Arnhem Nijmegen as a result of force majeure (as such, inter alia. shall include: illness, war or a circumstance resembling war, mobilisation, riots, sabotage, natural disasters, closed shipping and other traffic congestion, stagnation in, respectively restriction or cessation of deliveries by public utilities, fire, lightning strike, extreme weather conditions, machinery breakdown and other accidents, strikes, lockouts, action by employees' organisations, making production impossible, governmental measures such as import or export supply bans, non-delivery of necessary materials and semi-manufactured products to Visit Arnhem Nijmegen by third parties and other unforeseen circumstances, also in the country of origin of the materials and/or semi-manufactured products, which disrupt the normal course of business and delay the execution of an order or make it impossible) release Visit Arnhem Nijmegen from complying with the agreed deadline or the obligation to execute the order. If the delivery is prevented in whole or in part by the aforementioned circumstances, Visit Arnhem Nijmegen shall be entitled to suspend the delivery, or to dissolve the agreement insofar as it has not been performed, in whole or in part, and to claim payment for the parts that have been

performed, all without being obliged to pay any compensation to the client.

Without the client being entitled to any right to compensation for costs, damages or interest, Arnhem Nijmegen shall notify the client immediately and report when the force majeure situation has ceased.

8. Complaints

Complaints can only be made in writing and must be made known within eight (8) days of the execution of the order. Visit Arnhem Nijmegen is not liable for misprints, typing errors and/or ambiguities in offers and/or other information, nor for the consequences thereof. In the event of a difference in interpretation of offers and/or other information, the explanation given by Visit Arnhem Nijmegen shall prevail.

If the client has demonstrated a defect in the goods delivered, Visit Arnhem Nijmegen shall have the choice either to redeliver free of charge, or to grant the client a discount on the quoted price, to be determined by mutual agreement.

Visit Arnhem Nijmegen accepts no responsibility whatsoever for defects caused by or arising from the delivered goods through the fault or actions of the client or third parties.

Visit Arnhem Nijmegen shall have no further obligations than those arising from this chapter; in particular, Visit Arnhem Nijmegen shall never be liable and/or be held liable for any direct or indirect trading loss, which may arise as a result of the failure to execute, incorrectly execute or late execution of the assignment.

9. Shortcomings in services

If a service rendered by Visit Arnhem Nijmegen has a shortcoming, the client shall be entitled to free of charge repair (re-performance) by Visit Arnhem Nijmegen, provided that the following conditions have been met:

- the shortcoming is due to a cause attributable to Visit Arnhem Nijmegen.
- the shortcoming has come to light within fourteen days after notification that a service has been performed
- the shortcoming has been reported to Visit Arnhem Nijmegen in writing within eight days after it could reasonably have been discovered.
- any additions to or changes in the service provided have been made Visit Arnhem Nijmegen or with Visit Arnhem Nijmegen's written consent.

An agreement may only be dissolved in whole or in part due to a shortcoming insofar as it cannot reasonably be required of the customer. After expiry of the aforementioned periods, complaints will no longer be considered and the client has processed his rights in this respect, unless the period reasonably requires extension in a particular case

10. Responsibility

Visit Arnhem Nijmegen shall only be liable for shortcomings in the performance of the assignment insofar as these are the result of Visit Arnhem Nijmegen's failure to exercise the due care which may be expected in the context of the assignment. Visit Arnhem Nijmegen shall never be liable for damages resulting from incorrect, incomplete or late information provided by the client. Damage which cannot be claimed as damages consists of lost profit, loss of production, costs related to production stoppages or delays, additional costs of purchasing elsewhere, reconstruction of lost information, discounts or fines. Compensation for damages shall be limited to the maximum amount that the client would owe Visit Arnhem Nijmegen for the complete fulfilment of that part of the assignment given to Visit Arnhem Nijmegen to which it relates, or replace the delivered item free of charge, after the original delivered item has been received back by the client.

The client shall be obliged to indemnify Visit Arnhem Nijmegen and hold it harmless against all claims for damages which third parties may bring against Visit Arnhem Nijmegen with regard to damage caused by the services performed for the client.

Services shall be performed by Visit Arnhem Nijmegen at the expense and risk of the client.

Furthermore, any liability of Visit Arnhem Nijmegen, for whatever reason, shall be limited to the terms and conditions and the amount or amounts to which the liability insurance taken out by Visit Arnhem Nijmegen gives entitlement or can be claimed, increased by the excess payable by Visit Arnhem Nijmegen under that liability insurance.

11. Payments

Payment must be made within 14 days of the invoice date, in a manner indicated by Visit Arnhem Nijmegen, in the currency invoiced. Invoicing shall be on the basis of time actually spent, unless agreed otherwise between the parties.

After expiry of the agreed payment term, the client shall be in default without notice of default. From the moment of default, the client shall owe interest of 1% per month on the amount due, unless the statutory interest rate is higher, in which case the statutory interest rate shall apply. In case of a first reminder, no reminder costs are charged. In the event of a second reminder, € 9.95 in reminder costs will be charged.

If Visit Arnhem Nijmegen has reason to doubt the fulfilment of the client's payment obligations, such as in the event of attachment, shutdown or liquidation of the business, previous failure to pay on time, etc., Visit Arnhem Nijmegen may require full and cash payment in advance and shall suspend the performance of the work until the payment obligation has been met, without Visit Arnhem Nijmegen being liable for any costs or loss of income incurred by the client as a result of the suspension of the work. The costs associated with the payment shall be borne by the client. In the event of the liquidation, bankruptcy or suspension of payments of the client, the claims of Visit Arnhem Nijmegen and other obligations of the client to Visit Arnhem Nijmegen shall become immediately due and payable. Payments made by the client shall always serve firstly to settle all interest and costs due, and secondly to settle invoices which have been outstanding the longest, even if the client states that the payment relates to a later invoice. All costs, both judicial and extrajudicial, which Visit Arnhem Nijmegen must incur to enforce its rights, shall be borne by the client. These costs shall amount to at least 15% of the amount involved, with a minimum of € 500.

12. Visitor Data Monitor

1. If, as part of the performance of the assignment, the client gains access to the Visitor Data Monitor ('VDM') offered by Visit Arnhem Nijmegen, the 'General Terms and Conditions of Use of VDM' shall apply in addition to these general terms and conditions of delivery.
2. If the VDM general terms and conditions of use regulate the same subject matter as, or conflict with, these general terms and conditions of delivery, only that which is stipulated in the VDM general terms and conditions of use shall apply.

13. Contradiction

If any provision of these terms and conditions shall be deemed unlawful, invalid or unenforceable, this article shall nevertheless be allowed to be enforced to the maximum extent permitted under applicable law to reflect the original intention of the parties. Such provision shall not affect the legality and validity of the remaining provisions.

14. Disputes

Except for disputes in which the Subdistrict Court has exclusive jurisdiction, only the court in Arnhem is authorised to take cognisance of any disputes (including debt collection) between Visit Arnhem Nijmegen and its client, unless Visit Arnhem Nijmegen

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prefers to summon the client to appear before the court of its own domicile.

Dutch law shall apply exclusively to all our offers and agreements, whether or not resulting therefrom, and to the execution thereof.

In all cases not covered by these General Terms and Conditions, the decision shall rest exclusively with Visit Arnhem Nijmegen.

Visit Arnhem Nijmegen Citystores (Tourist Information)

15. General

The following definitions and terms shall be used within these general terms and conditions.

Citystore Arnhem and Citystore Rijk van Nijmegen: in these conditions further referred to as "Citystores".

Client: a client specified in the non-binding offer of Visit Arnhem Nijmegen.

Assignment: the development and/or supply of products and services for the benefit of the client.

Agreement: an agreement between Visit Arnhem Nijmegen and a client regarding the supply of products and/or services as described in the offer.

In writing: by document signed by the parties, or by letter, fax, e-mail and any other means as agreed by the parties.

All offers from and agreements with Visit Arnhem Nijmegen are subject to these general terms and conditions. Agreements, arrangements and conditions which deviate from these terms and conditions shall only apply if and insofar as they have been explicitly confirmed in writing by Visit Arnhem Nijmegen, and shall otherwise fully maintain these terms and conditions.

16. Printed products Citystores

Visit Arnhem Nijmegen is not responsible for possible incorrect content of products from external suppliers.

All deliveries are at the rates stated in the order list; prices are subject to change. Mentioned discount percentages only apply to a minimum order of 10 pieces per article mentioned.

If an external supplier of one of the products mentioned increases the price and Visit Arnhem Nijmegen has not incorporated this in the order list, the new price will be charged.

All orders should be sent by e-mail via the order form to bestellingen@citystorearnhem.com or bestellingen@citystorearnhem.com; Please state "Order Citystore Products" in the subject of the e-mail. You shall include the full contact details of the delivery address and the billing address if different from the delivery address.

The delivery time will be determined in consultation.

The other party/recipient is obliged to check the delivered products immediately after delivery for correct quantity, quality and any deviations. The other party/recipient signs for receipt immediately upon delivery. After approval of the delivery, complaints are no longer possible. Delivery and administration costs apply to the delivery, unless otherwise agreed.

The discounts and delivery options mentioned on the order list apply to Visit Arnhem Nijmegen partners only. The discounts stated apply to orders of 10 or more, regardless of the composition of the products.

Payment should be made within 14 days of the invoice date, in a manner indicated by Visit Arnhem Nijmegen.

17. VVV Gift Cards

The delivery time will be determined by mutual agreement. Delivery and administration costs apply, unless otherwise agreed.

Payment should be made within 14 days of the invoice date, in a manner indicated by Visit Arnhem Nijmegen.

18. Reservations Citystores / Visit Arnhem Nijmegen

- Group size:

Group size city walk: Team Reservations of the Citystores mediates for groups with a maximum group size per city walk/Citystore guide of 20 people. There is no minimum group size.

Group size regional tour: Team Reservations of the Citystores mediates for groups with a maximum group size equal to the maximum capacity of the group transport (bus, coach, taxi van)

- Establishment of the agreement:

An agreement is established after Team Reservations of Citystores sends a final confirmation of an application.

If the application cannot be completed, Team Reservations of the Citystores will notify the client in writing, by telephone or otherwise, and draw the client's attention to alternatives, for which Team Reservations of the Citystores can and will only play a referring and not a mediating role. The person who enters into the contract on behalf of or on behalf of the group (hereinafter referred to as the client) is jointly and severally liable for all obligations arising from this contract.

- Payment: Payment must always be made within 14 days of the invoice date.

- Travel and transport: The travel sum never includes the costs of transport and the costs of refreshments/meals. For these costs, the client is responsible for making its own arrangements and financial settlement with the supplier concerned. Transport for regional trips must be arranged by the client.

- Changes to the booking (in time and/or date): Changes by the client to the agreed programme can be arranged if and to the extent possible. If necessary, costs for the change will be charged. Changes by the client must be made in writing or by e-mail, whereby the date of receipt shall count as the change date. If the desired change is not possible, the cancellation conditions apply.

In the event of a change of starting time, this will be submitted by Team Reservations of the Citystores (on behalf of the client) to the booked guide(s). If this change is not possible, the original starting time of booking will stand.

Change costs will be charged in the event of equal availability of the Citystores guide(s).

If the change of time is unavoidable for the client and the booked guide(s) is/are not available, the client may opt for cancellation in which case the usual cancellation charges shall apply.

The original booking will thereby be cancelled in its entirety. The client may then submit a new order, and the City Stores Reservations Team will let the client know within a reasonable period whether this new order has been fulfilled.

A change of date is always seen as a cancellation whereby the original booking is cancelled in its entirety with the associated cancellation costs. The client may then submit a new order, in which case Team Reservations of the Citystores will let you know within a reasonable period whether this new order has been filled.

Notification of an increase in the number of participants must be communicated to Team Reservations by Citystores by e-mail. If this increase results in such a group size that one or more additional guide(s) must be sought, this will be considered a new request. Team Reservations of the Citystores will then make every effort to find the extra guide(s). If the group size does not lead to the use of extra guides, no change fee will be charged. If no additional guide(s) are found, the maximum group size per guide should remain at 20. The number of participants who are supernumerary should be informed by the client as they are excluded from participating in the activity. All related consequences, such as communication about this, are entirely the responsibility of the client. In exceptional cases, the maximum group size of 20 people may be exceeded with the written consent of Team Reservations. In this case, additional costs will be charged.

After each activity, if applicable, the number of participants will be reported by the guide(s) to the guide team coordinator and, if necessary, appropriate action will be taken if the number of participants exceeded such that one or more additional guides were needed

Exceeding/exceeding an activity with a maximum group size of 20, without the written consent of Team Reservations of the Citystores, is considered an additional booking for which, as such, an additional invoice will be sent after the activity by Team Reservations of the Citystores in the amount of the value of the activity in question.

The communication of a reduction in the number of participants must be communicated to Team Reservations of the Citystores by e-mail. The number of guides for the agreed original group size will then be divided among the remaining number of participants if and insofar as more than 1 guide was booked. Under no circumstances will the original number of guides be reduced in the event of a reduction in the number of participants.

Changes to start or end locations must be requested in writing by the client to Team Reservations of the Citystores. The requested changes will be submitted by Team Reservations of the Citystores (on behalf of the client) to the booked guide(s) and approved or rejected according to feasibility.

- Cancellations: Cancellations must be in writing and dated. If a final reservation is undone by the client, the following amounts will be charged per reservation, unless otherwise agreed. A cancellation more than 5 days before the city tour is free of charge, except for a 15.00 euro administration fee. The invoice amount minus these costs will be refunded within 2 weeks after notification of cancellation by Visit Arnhem Nijmegen. In case of cancellation within 5 days before the walk, the full amount will be invoiced.

In the event of unexpected failure of the guide(s) booked for the activity, Team Reservations of the Citystores will make every effort to find a replacement. Should Team Reservations of the Citystores not succeed in doing so, it will point out alternatives to the customer, for which Team Reservations of the Citystores can and will only play a referral role and not a mediating role. Alternatively, Team Reservations of the Citystores will, in consultation with the client, look for another suitable solution in the form of a brochure, floor plan or similar. If Team Reservations of the Citystores cannot find a replacement in the form of its own team of guides, the full travel sum, if already paid by the client, will be refunded by Visit Arnhem Nijmegen within 2 weeks.

Cancellations should preferably be made by e-mail. In the event of a cancellation at short notice, the client should report this immediately by telephone. During opening hours this can be done at the Citystores so that the Citystores Reservations Team can inform the booked guide(s) in time. Outside Citystores opening hours, the client should report to the guide by telephone. The client will find the contact details of Citystores and the guide(s) in the booking

confirmation. Following this telephone notification, the client will be asked to confirm this subsequently by e-mail. Team Reservations of Citystores will then also confirm the cancellation received by e-mail.

A change from the originally agreed starting date to a new date will be treated as a cancellation of the original booking for which the above cancellation or administration fees will be charged. Team Reservations of the Citystores will treat the new date as a new request.

- Delay: The maximum waiting time of a Citystore guide for a group is up to 30 minutes after the original starting time. In consultation with the guide(s) concerned, a modified walk will then be conducted within the remaining reserved time. In appropriate cases, the group should immediately inform the Citystore guide of the delay and consult. Contact details are given in the order confirmation. The guide will also contact the group immediately in the event of a delay and consult with them.

- Complaints: Despite all due care, it is still possible that the client feels he has a justified complaint. This complaint should be immediately submitted verbally to Team Reservations of the Citystores followed by a written statement.

19. Responsibility

Visit Arnhem Nijmegen shall only be liable for shortcomings in the performance of the assignment insofar as these are the result of Visit Arnhem Nijmegen's failure to exercise the due care that may be expected within the scope of the assignment. Visit Arnhem Nijmegen shall never be liable for damages resulting from incorrect, incomplete or late information provided by the client.

Damages which cannot be claimed as damages consist of lost profit, loss of production, costs related to production standstill or delay, additional costs of purchasing elsewhere, reconstruction of lost information, discounts or fines.

Compensation for damages shall be limited to the maximum amount that the client would owe Visit Arnhem Nijmegen for the entire fulfillment of the given order, or replace the delivered item free of charge, after the original delivered item has been received back by the client.

The compensation for damages shall be limited to the maximum amount that the client would owe Visit Arnhem Nijmegen for the complete fulfillment of the part of the assignment given to Visit Arnhem Nijmegen to which it relates, or to replace the delivered goods free of charge, after the original delivered goods have been received back by the client. The client shall indemnify and hold Visit Arnhem Nijmegen harmless from and against all claims for damages that third parties could make against Visit Arnhem Nijmegen with regard to damage caused by the services performed by the client.

Services shall be performed by Visit Arnhem Nijmegen at the expense and risk of the client.

Furthermore, any liability of Visit Arnhem Nijmegen, for whatever reason, shall be limited to the terms and conditions and the amount or amounts that are covered or can be claimed under the liability insurance taken out by Visit Arnhem Nijmegen, increased by the excess payable by Visit Arnhem Nijmegen under this liability insurance.

20. Contradiction

If any provision of these Terms shall be deemed unlawful, invalid or unenforceable, this section shall nevertheless be allowed to be enforced to the maximum extent permitted under applicable law, so as to reflect the original intent of the parties.

Such provision shall not affect the legality and validity of the remaining provisions.

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21. Disputes

Except for disputes in which the Subdistrict Court has exclusive jurisdiction, the court in Arnhem shall have sole jurisdiction to hear any disputes (including collection disputes) between Visit Arnhem Nijmegen and its client, unless Visit Arnhem Nijmegen prefers to summon the client to appear before the court of its own domicile.

All our offers and agreements, whether or not resulting therefrom, and the execution thereof shall be governed exclusively by Dutch law.

In all cases for which these General Terms and Conditions do not provide, the decision rests exclusively with Visit Arnhem Nijmegen.

Signed H.M. Dijkema