

Terms and Conditions Keizer Culinair BV

Article 1 - Definitions

1.1 Keizer Culinair: the private company Keizer Culinair, signed in at the Chamber of Commerce under the number 33303277, acting under one of their trademarks: Keizer Culinair.

1.2 The customer: the natural person or legal person who reaches an agreement with Keizer Culinair for the sale of certain specified products and/or services. By the name customer is meant: the organizer, the initiator, the contact person of the client or an authorized representative of the organization as well as all participants in the activity organized by Keizer Culinair.

1.3 The agreement: the agreement made with Keizer Culinair, that covers the organized events by the customer.

1.4 The activity: the services offered by Keizer Culinair.

Article 2 – In general

2.1 These general terms and conditions apply to all agreements (offerings, negotiations and agreements) on products to deliver or services to fulfill.

2.2 Negotiations and/or oral agreements are not binding for Keizer Culinair when the person negotiating is not authorized to represent Keizer Culinair, unless the agreements are written down and confirmed by authorized personnel.

Article 3 - Reaching an agreement and the content of the agreement

3.1 In case the customer requests Keizer Culinair to make an offer for certain activities or services, this is seen as an invitation to make an offer by Keizer Culinair.

3.2 An written and/or oral offer made by Keizer Culinair is never binding for the customer. The offer is binding when the offer includes a term in which the customer can agree unless the offer states that the offer is irrevocable. When this term is not included in a written offer, we apply the offer as expired two weeks after the offer was made without further contact by Keizer Culinair. This term can be lengthened on customer request.

3.3 An agreement is made when the acceptance of the offer reaches Keizer Culinair within this term of two weeks.

3.4 In case the customer refers to different general terms and conditions in accepting the offer, these general terms and conditions do not apply. Here, solely the terms and conditions as written down here apply. If the customer accepts the offer but explicitly disagrees with the terms and conditions as specified here, the offer is seen as refused by Keizer Culinair and similarly seen as a counter offer.

3.5 Acceptance as well as confirmation and ordering of an offer which include significant changes, limitations or additions are seen as a counter offer and the refusal of the original offer.

3.6 Seen as additions, limitations or other changes mentioned in the previous article are extra/changed terms relating to among others the price, payment, quality, attire, quantity of the products, place and time of delivery, extent of the liability of either party towards the other and the settlement of disputes.

Article 4 – Price

4.1 Keizer Culinair reserves the right to changes of the price, which take place between the order confirmation and the implementation, to pass on to the customer. Keizer Culinair is required to communicate this change in price to the customer as quickly as possible.

4.2 The prices charged by Keizer Culinair are annually being indexed on the basis of the CBS.

4.3 Keizer Culinair charges a fixed sum per participant to the cooking class, in which the drinks are not included. These are being paid on the basis of a beverages package, wine package or the drinks are calculated afterwards, it is the choice of the customer to decide which one of the above they will choose.

4.4 In case of a beverages- or wine package, Keizer Culinair will charge a fixed price per participant. For this price, all the participants can consume unlimited beverages, as for the wine, beer and sodas. In case the customer wishes to consume distilled beverages, the customer will have to communicate this in advance to the workshop and then these drinks will be calculated afterwards.

4.5 In case of the customer choosing the drinks being calculated afterwards, the drinks consumed by the participants will be written down and they will be paid afterwards.

Article 5 – Payment

5.1 The payment needs to be fulfilled within 7 days after the date of invoice of the pre-payment or the final invoice. In case the customer doesn't meet these payment obligations entirely or partly, Keizer Culinair is entitled to suspend the delivery of products or services.

5.2 The period to fulfill the invoice is already mentioned in article 5.1. In case the customer does not meet the payment within this period, the customer is omitting the contract without Keizer Culinair needing to specify the notice of default. From that moment, the customer is due the statutory interest over the unpaid invoice.

5.3 Keizer Culinair expressly reserves the right to claim the payment entirely or partly before the implementation of agreed products/services.

5.4 All payments will always exclusively be intended for paying the oldest outstanding invoices.

5.5 All payments must be paid in Euro's, unless agreed otherwise in a written statement. In case both parties agreed on the payment in another currency, the currency rate on the day of the invoice, will be the currency rate that will apply. The customer will be responsible for the costs of the conversion or any damage that Keizer Culinair will suffer through exchange gains and losses.

5.6 If the customer fails in its obligations to fulfill the payment, Keizer Culinair can enlist a third party to collect the outstanding invoice. The customer is responsible for extrajudicial collection costs. These costs amount 15% of the amount which is claimed with a minimum of €91,00 plus VAT.

Article 6 – Order Changes

6.1 Changes in the original agreement, by or on behalf by the customer, which leads to costs that are not included in the order confirmation, will be charged to the customer through the in article 5.1 mentioned final invoice.

6.2 In case of any changes, the customer is required to communicate this to Keizer Culinair at least seven days before the event is to take place. The changes have to be in written form and need approval from Keizer Culinair.

6.3 Changes that are communicated too late or changes that Keizer Culinair does not approve, cannot be performed in the event that is to be organized.

Article 7 – Liability

7.1 Keizer Culinair is insured for statutory liability. Every liability of Keizer Culinair is limited to the amount paid by her insurance in a given dispute.

7.2 Keizer Culinair is not liable to a customer or third party for damage resulting from Keizer Culinair products and services unless the damage is made deliberately or the result of conscious recklessness by Keizer Culinair.

7.3 Keizer Culinair is neither to the customer nor third parties liable for any damage on their clothing or other items unless the damage is made deliberately or the result of conscious recklessness. Keizer Culinair is never liable for any consequential damages.

7.4 Keizer Culinair is neither to the customer nor to third parties liable for damages and/or injuries unless it is deliberate or the result of conscious recklessness. The customer agrees there is no liability of Keizer Culinair to third parties when the damage of this third party is caused by services and/or products of Keizer Culinair unless the damage is made deliberately or the result of conscious recklessness.

7.5 Keizer Culinair will not be held liable for the payments of costs, damage and interest when she could not deliver the agreed-on product and or/service when 'force majeure' applies. Force Majeure applies when she cannot, not in time or not properly fulfill the agreed-on performances in the contract because of a problem of which the cause cannot be put on Keizer Culinair. Situations, among others are: no or late delivery of the products/service when suppliers fail to deliver in time, illness of Keizer Culinair personnel and/or third parties hired by Keizer Culinair, strikes and other causes of interruption of business, fire, leaking, theft, shortage of raw materials, transporting difficulties, governmental action, flooding, war, threat of war, high waters, storm, sleet, snow and other such weather conditions. Keizer Culinair is not liable in these cases.

Article 8 – Cancellation agreement group cooking workshop, served dinner, rent of locations or other culinary arrangements

8.1 The number of people that will attend the event, as communicated to Keizer Culinair by the customer, is binding. The customer will not be held liable when partially cancelling the order within a margin of 20% less people attending and the customer communicates this at least 7 days prior to the date the event is to take place. When it appears Keizer Culinair has to deliver to more people than conditioned Keizer Culinair has the right to refuse delivery to more people than the agreed-on number or to accept the delivery to these persons at the normal conditions. In all cases of cancellation, the customer is liable for all costs paid for inventory and third parties. The customer will be held liable for all payment obligations made by Keizer Culinair for the agreement with this customer. In case the customer wishes to cancel the agreement (partially), Keizer Culinair will have the following conditions:

- a) with a cancellation more than three months before the event is to take place, the customer will not be held liable for any costs.
- b) with a cancellation more than two months before the event is to take place, the customer will be held liable for 25% of the agreed price.
- c) with a cancellation more than one month before the event is to take place, the customer will be held liable for 50% of the agreed price.
- d) with a cancellation more than seven days before the event is to take place, the customer will be held liable for 75% of the agreed price.
- e) with a cancellation of less than seven days before the event is to take place, the customer will be held liable for the complete 100% of the agreed price.

Article 9 – Cancellation of an agreement for an open workshop, cooking- or wine course

9.1 In case the customer (partially) cancels the agreement for an open workshop, cooking- or wine course (this includes changing the amount of people attending the workshop), Keizer Culinair has the following conditions:

- a) with a cancellation more than three months before the event is to take place, the customer

will not be held liable for any costs.

- b) with a cancellation more than two months before the event is to take place, the customer will be held liable for 25% of the agreed price.
- c) with a cancellation more than one month before the event is to take place, the customer will be held liable for 50% of the agreed price.
- d) with a cancellation more than seven days before the event is to take place, the customer will be held liable for 75% of the agreed price.
- e) with a cancellation of less than seven days before the event is to take place, the customer will be held liable for the complete 100% of the agreed price.

9.2 the customer is able to send someone else in place when this is communicated with Keizer Culinair.

Article 10 – Gift cards

10.1 Gift cards are valid until one year after they are sold by Keizer Culinair. The gift card will lose its value after one year and cannot be used as a payment method, unless stated otherwise on the gift card. The event can take place more than one year after the gift card is being sold

10.2 Gift cards are not linked to a certain person and can be given to anyone.

10.3 Gift cards or the left-over value of a gift card are not exchangeable for money. The left-over value of a gift card can be used for a next order or an extra person to attend the event. Left-over values are tracked by Keizer Culinair. Left-over values are only to be used within one year after being sold by Keizer Culinair.

10.4 In case the Total amount of the customer order is higher than the value of the used gift card(s), the amount to be paid has to be with another of the following payment methods: automatic debit or iDeal.

Article 11 – Ending an agreement

11.1 In case Keizer Culinair does not receive the agreed amount of pre-payment or invoice within seven days before the event, the agreement is legally dissolved, and the customer is held liable for 100% of the agreed price as specified in article 8. Keizer Culinair is not liable for any indemnification.

11.2 Keizer Culinair always has the right – without being liable for any indemnification – to end the agreement in case the event violates any laws or governmental regulations or when the event could harm the interests or ‘good name’ of the company.

11.3 in case the security of guests, personnel and/or others is insufficiently safeguarded, or when the given materials are wrongly used, Keizer Culinair has the right to change or dissolve the agreement with the customer without being liable for any indemnification to this customer.

Article 12 – Copyright

12.1 The copyright and other intellectual properties of concepts or events created by Keizer Culinair will remain the property of Keizer Culinair.

Article 13 – Governing law and dispute resolution

13.1 All quotations and agreements made by Keizer Culinair are governed by Dutch law.

13.2 All disputes shall be exclusively brought to the certified court in Amsterdam.