

AMSTERDAM CRAFT BEER TOURS

TERMS & CONDITIONS

Article 1 Definitions

User: Amsterdam Craft Beer Tours v.o.f. (ACBT)

Customer: individual participant who is not acting in the exercise of a business

Client: legal entity that enters into the agreement with the user for a tour or event for multiple participants simultaneously

Agreement: the agreement is guided by these general conditions, the written notice on or in which the customer indicates the earlier quote and accepts these terms and conditions

Assignment: assignment to organize a tour, event or other services

Event: The combination of group activities that are set out in a proposal, tender and contract

Group member / members: individual participant (s) (including those who belong to a client) on a tour or other event by Amsterdam Craft Beer Tours

Price: the price per individual participant

Event Price: the price per group belonging to or covered by any single client

Article 2 Applicability

These terms and conditions are an integral part of every contract for all goods and / or services of any kind that Amsterdam Craft Beer Tours delivers or accepts from the other party, even if is not specified that these conditions are included. Deviation from these terms and conditions shall not be valid unless previously agreed upon in writing.

The applicability of any purchase or other conditions of the customer / client is explicitly rejected, with or without a written rejection of that claim.

If any provision of these terms and conditions is invalid or unenforceable, the other provisions shall remain in full force and Amsterdam Craft Beer Tours and the other party must consult in order to agree to new terms to replace the invalid clauses and to agree as far as possible regarding the purpose and intent taking into account the invalid clauses.

If a situation arises that is not covered in these conditions, this situation needs to be assessed in the spirit of these terms and conditions.

Strict non-compliance with these conditions does not mean that its provisions do not apply. It also does not mean that Amsterdam Craft Beer Tours in any way would lose to demand.

Article 3: Offers and Deals

All bids and offers from Amsterdam Craft Beer Tours are open ended, unless indicated, or a period for acceptance is based on the date of planned tours and / or events. If no acceptance period is prescribed, no rights can be derived in the case of the tender offer in any way / if a scheduled tour / event which the offer or the offer relates, in the meantime, has lapsed or the due time to plan it has passed.

Amsterdam Craft Beer Tours can not be held to obvious mistakes of clerical nature in its bids or offers either in whole or in parts.

The quoted bid or offer prices are exclusive of VAT and other government levies, as well as additional costs, including travel, bicycle rentals, and additional consumption which are all the responsibility of the client.

If the agreement of the customer / client (whether or not on minor points) deviates from the original offer then Amsterdam Craft Beer Tours not bound to the offer. The agreement is not in accordance with said deviating acceptance, unless Amsterdam Craft Beer Tours indicates otherwise.

Offers and tenders shall not apply automatically to future participations or assignments.

Article 4: Obligations and Liability

If Amsterdam Craft Beer Tours is liable, this liability is limited to this provision.

Amsterdam Craft Beer Tours is not liable for damages of any kind arising from incorrect and / or incomplete information provided by or on behalf of the customer / client.

For tours and other services Amsterdam Craft Beer Tours makes use of third parties that provide services such as transportation, food, drinks, tastings, etc. However, Amsterdam Craft Beer Tours accepts no responsibility or liability for the services of these third party. Relating to the applicability of these activities or services of third parties is Article 7: 404, 7 407, paragraph 2 and 7: 409 is expressly excluded.

Amsterdam Craft Beer Tours will, as much as lies within its power or reasonably be demanded, mediate in cases where a participant holds one of these third parties responsible for an unfortunate event that occurs during the tours of Amsterdam Craft Beer Tours.

Amsterdam Craft Beer Tours cannot be held responsible nor liable for any loss, damage and / or theft of property by any participant in the tours and / or other services.

Amsterdam Craft Beer Tours is neither responsible nor liable for any wrongdoing by third parties for example restaurant, hotel, etc. ACBT does their best to provide information about any company or third party they work with.

Amsterdam Craft Beer Tours will perform its duties as may be expected from a company in its sector and will ensure that all the performance of its services and partners, will work in accordance with the rules of conduct and laws and regulations. But Amsterdam Craft Beer Tours disclaims any liability for direct loss or other damage, which is a result of its actions or omissions in the broadest sense of the word or the act or omission in the broadest sense of the word by third parties, unless such damage is caused by their gross negligence or gross negligence and / or intent of Amsterdam Craft Beer Tours.

Although Amsterdam Craft Beer Tours will inform participants of specific issues relating to traffic, either orally or through a leaflet, before participation in the traffic in Amsterdam or elsewhere, ACBT is not responsible nor liable for any adverse consequence of participation of the members in this traffic. Participants of the tours are considered to be aware of common sense and the traffic rules in force at the time of tours. Amsterdam Craft Beer Tours disclaims any liability for damages arising out of traffic participation of tour group members.

Notwithstanding the above provisions, the liability of the user from which account also limited to the amount the size of the price. Satisfaction of this guarantee money as sole and full compensation.

If during the execution of the agreement it is shown that it is necessary for proper performance to amend or supplement the agreement, the parties will promptly and in consultation proceed to amend the agreement. If the nature, scope or content of the agreement, whether or not at the request or instruction of the customer / client is changed and the agreement is changed qualitatively and / or quantitatively, this may have consequences to what was originally agreed. As a result, the originally agreed amount can be increased or decreased. Amsterdam Craft Beer Tours will alert the client as much as possible as to the result of any changes to the agreement. Through an amendment to the agreement, the initial period of implementation can be changed. The customer / client accepts the possibility of amending the agreement, including the change in price and time of execution. Without being in default, Amsterdam Craft Beer Tours may refuse a request to amend the agreement if this could, for example, qualitatively and / or quantitatively effect the product (tours or events).

If Amsterdam Craft Beer Tours or activities are performed at the location of the client or a third party location chosen by the client, the client bears responsibility for their employees or group members.

Article 5: Billing & Payment

The customer / client at all times and under all circumstances, is responsible for paying the value added tax (VAT) for services invoiced. These will be listed by Amsterdam Craft Beer Tours clearly on the invoice (for tourists from outside the EU the VAT can be reclaimed see www.vatfree.com)

All invoices shall be paid in accordance with the payment terms stated on the invoice. Before participation in the relevant tour or event all invoices must generally be paid. If there are no other conditions listed then the other party will pay no later than 30 calendar days after the invoice date. A first payment is considered received when it is credited to the account. Payment must be made in a manner to be specified by Amsterdam Craft Beer Tours in the currency of the invoice, unless otherwise specified in writing, prior to the invoice.

Amsterdam Craft Beer Tours reserves the right to exclude a registered participant from participation in a tour or event if an invoice is not (yet) met.

All payments must be made. Rebates and / or debt equations or other howsoever called compensation. Objections to the amount of a bill to suspend the payment obligation. The customer / client that does not appeal to section 6.5.3 Civil Code, is not entitled to the suspended payment of a bill for any other reason.

If a customer does not pay the amounts due within the agreed period and settlement is not possible, Amsterdam Craft Beer Tours, the provisions of the Act to assert Collection Charges. On the outstanding amount will be from the date of default, statutory interest plus 2% per month contractual interest due. The interest on the amount due will be calculated from the moment the client is in default until the moment of payment of the full amount owed. If the customer fails to pay the claim, the client will be held alongside the then due, total amount to fully reimburse the judicial and extrajudicial costs, including any fees charged by external experts in addition to the fees provided for in law, in connection with the collection of this debt or any other legal action, the amount of which is determined based on the provisions of the aforementioned law graduated.

If a client does not pay the amounts due within the agreed period and settlement is not possible, the customer will be without any notice is required, on the outstanding amount at the statutory rate for commercial transactions plus 2% per month contractual interest due. The interest on the amount due will be calculated from the moment the client is in default until the moment of payment of the full amount owed. If the client fails to pay the claim, the client will be held alongside the then due, total amount to fully reimburse the judicial and extrajudicial costs, including any fees charged by external experts in addition to the fees provided for in law, in connection with the collection of this debt or any other legal action, the amount of which is determined to be paid. at least 15% of the total

User has the right to stretch in the first place to reduce the costs, subsequently to reduce the interest still due payments made and finally the principal and accrued interest. User can, without being in default, to refuse an offer for payment, if the client a different order for the allocation of the payment. User can refuse full payment of the principal, if not also the outstanding and accrued interest and collection costs.

The agreement will be legally dissolved without judicial intervention and without notice of default being required, at the time that the Principal has been declared bankrupt, (provisional) suspension of payments, or by seizure, receivership or otherwise loses the power to dispose of its assets or parts thereof. Claims arising from services previously granted shall remain in full force and effect.

Article 6 Booking cancellation policy

In the event of a cancellation of a tour or event booking the following cancellation policy applies, unless agreed otherwise.

Customer or client will be charged 50% of the total booking cost, unless the booking is cancelled more than two weeks prior to the start of the booking. 75% of the total booking cost will be charged in case of a cancellation in less than 7 days before the start of the tour or event, 100% of the total booking costs will be charged in case of a cancellation within 48 hours before the start of the tour or event.

Article 7 Applicable law and disputes

All legal relationships to which Amsterdam Craft Beer Tours is a party, only Dutch law applies even if a contract abroad is implemented or if the party involved in the legal proceedings regarding place of residence. The applicability of the Vienna Sales Convention is excluded.

The competent court in Amsterdam shall have exclusive jurisdiction to hear actions, unless the law requires otherwise. Nevertheless Amsterdam Craft Beer Tours has the right to submit the dispute according to the court of law.

The parties will appeal to the court only after they have done everything to resolve a dispute between themselves.