

## TVD GENERAL RENTAL TERMS

### **Article 1: Definitions**

- 1.1 The Lessor will be understood to mean: the Lessor as referred to in the Rental Agreement.
- 1.2 The Lessee will be understood to mean: any party or potential party under contract with the Lessor.
- 1.3 The Rental Object will be understood to mean: everything that the Lessor makes available to the Lessee under the Rental Agreement.
- 1.4 The term Rental Agreement will be understood to mean: the contract concluded between the Lessee and the Lessor by means of an offer and acceptance.
- 1.5 General Conditions will be understood to mean: these general terms and conditions.

### **Article 2: Applicability**

- 2.1 These General Conditions will apply to all offers, agreements, and services to be provided by the Lessor concerning the rental or making available of items under any other title, as well as to the provision of services of any nature or under any denomination.
- 2.2 The applicability of the Lessee's general (purchasing) terms and conditions are expressly rejected by the Lessor.
- 2.3 If any provision of these General Conditions is void or is nullified, the other provisions will continue to apply in full, and the Lessor and the Lessee will consult to agree on new provisions to replace the void or nullified provisions, taking into account the rental object and purport of the void or nullified provision as much as possible.
- 2.4 If the General Conditions are translated, the Dutch version will remain the only binding version.
- 2.5 If any provisions of an agreement between the Lessor and the Lessee or of a document forming part of the agreement are contrary to the provisions of these General Conditions, the provisions of the Agreement between the Parties will prevail.
- 2.6 The Lessor reserves the right to unilaterally amend these General Conditions in the interim.

### **Article 3: Offer and acceptance**

- 3.1 All offers (including in any event quotations and contract proposals) are without obligation and must be regarded as a whole. The Lessor has the right to withdraw its offer up to three

working days after receipt of an acceptance of its offer.

- 3.2 Amendments to the Agreement must be agreed upon by the parties in writing, subject to an amendment on the grounds of article 3.1 in these General Conditions, reasonableness and fairness or unforeseen circumstances.

### **Article 4: The Lessee's obligations regarding safety and information**

- 4.1 Unless otherwise agreed in writing (including but not limited to by e-mail), the Lessee must take sufficient measures at their own expense and risk to ensure the safety of artists, third parties engaged, guests and visitors. If agreements have already been made regarding the measures as mentioned above, the Lessor will nevertheless be entitled to impose additional requirements at any time if a change in circumstances necessitates this.
- 4.2 The Lessee is obliged to provide the Lessor with all information which it knows or ought to know is necessary for the execution of the order in good time. The Lessee is responsible for the correctness and completeness of the information they provide.
- 4.3 The Lessee cannot claim any form of compensation if they have not, or not sufficiently, fulfilled their obligations as included in Article 4.1 and/or 4.2 of these General Conditions and the Lessor consequently (i) within its rights cancels the order in its entirety or part thereof and/or (ii) notifies the Lessee of this in writing and the Lessee nevertheless decides to go forward with the order.
- 4.4 The Lessee is responsible for paying the fees for the use of (intellectual property) rights of third parties (including but not limited to Buma/Stemra rights).
- 4.5 Unless otherwise agreed in writing (including but not limited to by e-mail), the Lessee is responsible for the required consent of third parties and/or permits.
- 4.6 The Lessee is responsible and liable for the acts and omissions of visitors, guests, third parties engaged by them, etc., during the order (including but not limited to the event).

### **Article 5: Rates and other costs**

- 5.1 Delivery and execution are subject to the agreed rates. If and insofar as no such rates have been agreed upon, the Lessor's current rates at the time of conclusion of the Agreement will apply.
- 5.2 All rates are in euros and are exclusive of sales tax (VAT) and/or other levies but must be paid inclusive of sales tax.
- 5.3 If after the conclusion of the Agreement one or more cost-determining factors change, even if this is due to foreseeable circumstances, the Lessor will be entitled to adjust the rate payable by the Lessee and demand the adjusted rate be paid in the same instalments as the original rate.
- 5.4 If the Lessee's behaviour results in the Lessor incurring additional costs, the Lessee will at all times bear these additional costs. Such additional costs include but are not limited to (i) waiting hours and/or other damage caused by delay as a result of the terrain not being made available on time and (ii) additional work in connection with the provision of incorrect or incomplete information.
- 5.5 In the event of damage to the Rental Object by or on behalf of the Lessee, the Lessor will be entitled to repair or replace the damaged items or have them repaired at the expense of the Lessee.
- 5.6 Any additional costs resulting from circumstances that the Lessor could not reasonably be expected to take into account when concluding the Agreement will be borne by the Lessee. The Lessee will be charged for these additional costs based on a subsequent calculation.

### **Article 6: Payment**

- 6.1 Payments must be made within 14 days of the invoice date unless otherwise stated in writing in the quotation/offer/Agreement.
- 6.2 The final invoice will contain an accurate specification of the services rendered and a specification of the services to be invoiced based on subsequent calculation and a specification of the VAT.
- 6.3 The payment date is a strict deadline. The Lessee is not entitled to suspend or to offset any payment.
- 6.4 If no payment has been made by the payment date, the Lessee will default by operation of law. The Lessee will then be liable for the statutory commercial interest (whereby part of a month will be deemed to be a whole month) and for extrajudicial collection

costs of 15% of the principal sum, with a minimum of €350.

- 6.5 Lessees from abroad are bound by the guidelines set out by the Dutch tax authorities regarding paying VAT.

### **Article 7: Security deposit**

- 7.1 As a guarantee for the proper performance of its obligations under the Rental Agreement, the Lessor may require the Lessee to pay a security deposit. In that case, the Lessee is obliged to pay the deposit. If the Lessee fails to fulfil their obligations or to do so on time or in full, the Lessor will then be entitled to retain the deposit and to offset it against the costs/damage suffered by the Lessor, without the Lessee's consent being required and regardless of the Lessor's possibilities to recover damages from the Lessee that exceed the sum of the paid deposit.
- 7.2 If the Lessor uses the deposit during the rental period, the Lessee must re-pay a security deposit within a term to be specified by the Lessor.

### **Article 8: Cancellation**

- 8.1 The Lessee is entitled to cancel the concluded Rental Agreement in writing only, taking into account the following;
  - a) a) 25% of the rental fee to be paid by the Lessee when cancelling more than 120 days before the commencement date of the rental period;
  - b) b) 40% of the rental fee to be paid by the Lessee when cancelling within 61 to 120 days before the commencement date of the rental period;
  - c) c) 50% of the rental fee to be paid by the Lessee when cancelling within 46 to 60 days before the commencement date of the rental period;
  - d) d) 75% of the rental fee to be paid by the Lessee when cancelling within 28 to 45 days before the commencement date of the rental period;
  - e) e) 90% of the rental fee to be paid by the Lessee when cancelling within 15 to 27 days before the commencement date of the rental period;
  - f) f) 100% of the rental fee to be paid by the Lessee when cancelling within 14 days before the commencement date of the rental period.

### **Article 9 Delivery**

- 9.1 The Lessee will determine where the Rental Object will be erected. The Lessee will investigate and guarantee that the Rental Object can be erected at the designated location safely and without damage to the property of the Lessee or third parties and/or infringement of other parties' rights.
- 9.2 The ground on which the Rental Object is to be erected must be horizontal and level. The Lessor may require the Lessee to designate another location if the current location designated by the Lessee appears unsuitable and/or unsafe and/or not without risk of damage to the Rental Object, third-party property or persons. The Lessee may not invoke this right against the Lessor if the Lessor fails to exercise it.
- 9.3 The Lessee will inform the Lessor of the presence of pipes, cables, tubes and other works on, above or in the ground.
- 9.4 The Lessee declares that the Lessor has notified them that the Lessee may contact 'Klic', among others, via telephone number 0800-0080 for information regarding the presence of pipes, cables, tubes and other works on, above or in the ground. The Lessor cannot be held liable regarding any information provided by 'Klic'.
- 9.5 The Lessee bears full responsibility for pipes, cables, earthworks, etc., that are present in the ground or on or above the site on which the Rental Object is to be erected. The Lessee will indemnify the Lessor against any damage caused by the Lessor.
- 9.6 The Lessee warrants that on the day or days necessary for the delivery and/or assembly of the Rental Object by the Lessor and third parties designated by the Lessor for that purpose, the relevant site is entirely free and clear and that is suitable to drive on, also for (heavy) lorries. The Lessee will make all the necessary arrangements, and these will be entirely at the expense of the Lessee.

### **Article 10: Scope of the Rental Object**

- 10.1 The Rental Object to be rented out by the Lessor will be regarded as movable items at all times.
- 10.2 The rental period is fixed unless otherwise agreed in writing.
- 10.3 The Rental Object includes the installations and amenities in, on and around the Rental Object that have been installed by the Lessor for the benefit of the Rental Object, even insofar as the initialled document 'transfer from Lessor

to Lessee' and/or the document 'transfer from Lessee to Lessor' has not been included as an appendix to this Rental Agreement.

### **Article 11: Condition of the Rental Object**

- 11.1 On commencement of the rental period, the Rental Object and all related movable items will be delivered and accepted by the Lessee in the condition recorded in the document 'transfer from Lessor to Lessee', or at least in the condition in which it is then found. If no 'transfer from Lessor to Lessee' document has been drawn up upon commencement of the Rental Agreement, the Rental Object will be deemed to have been delivered and accepted in the condition that the Lessee may expect of a well-maintained item as referred to in the Rental Agreement.

### **Article 12: Inspection**

- 12.1 Before signing the document 'transfer from Lessor to Lessee', the Lessee is obliged to thoroughly inspect the Rental Object to ascertain whether it is suitable or can be made suitable by the Lessee for the intended use. If the Lessee fails to do so, the Lessee is deemed to have approved the Rental Object.
- 12.2 The Lessor will only be obliged to inform the Lessee of defects known to the Lessor that could affect the suitability. The Lessor cannot be held liable for (the consequences of) any defects of which the Lessor was not and could not be expected to be aware of.

### **Article 13: Defects**

- 13.1 The Rental Object will be deemed defective if on account of its condition or because of a feature or other circumstance not attributable to the Lessee, the Lessee cannot derive the enjoyment that they might expect from it upon entering into the Rental Agreement.
- 13.2 Minor and/or sector-specific deviations and differences in quality, colour, size etc., will not constitute a shortcoming/defect.
- 13.3 The following situations will not entitle the Lessee to a remedy or compensation for shortcomings and defects:
  - failure to follow operational or operating instructions correctly and failure to use the delivered items according to their intended purpose;
  - insufficient maintenance due to a fault of or for the account of the Lessee;
  - assembly and/or repair and/or commissioning by the Lessee or a third party of the delivered items without the explicit permission of the Lessor;

- modifying the operation method yourself or having third parties do so.
- 13.4 The claim to remedy shortcomings and defects will not apply if and for as long as the Lessee fails to fulfil their obligations towards the Lessor.
- 13.5 If any defects present are not for the Lessee's account pursuant to the foregoing, the Lessor will only be obliged to repair or – if repair is not possible – provide a replacement. In that case, the Lessee will not be entitled to a rate reduction, suspension or dissolution.
- 13.6 Unless otherwise agreed in writing, the Lessee will return the Rental Object to the Lessor upon the termination of the Rental Agreement or at the end of the use of the Rental Object, in the same condition as it was at the commencement of the rental period.

#### **Article 14: Using the Rental Object**

- 14.1 If the erection, use or placement of the Rental Object requires the consent of a third party, the Lessee will ensure that such consent is obtained in good time. The Lessee will provide the Lessor with written notice of such consent. Failure to obtain the necessary consent will be entirely at the risk and expense of the Lessee. If the Lessee fails to provide a notice of consent, the Lessor may assume that no consent from a third party is required. If the Rental Object is erected without a notice of consent and the Lessor subsequently suffers damage or incurs costs as a result, the Lessee will be obliged to compensate the Lessor for such damage or costs.
- 14.2 Fees to be paid to a third party for placing, keeping or removing the Rental Object, in any sense whatsoever, will be entirely at the risk and expense of the Lessee. Any compensation paid by the Lessor will be charged to the Lessee, even if this has not explicitly been agreed upon in the rental rate, security deposit or payment for the provision of additional services.
- 14.3 The Lessee will effectively, thoroughly, personally and adequately use the Rental Object in accordance with its (indicated) purpose for the entire term of the Rental Agreement. In doing so, the Lessee will take into account existing rights and obligations towards third parties and requirements imposed or to be imposed by the authorities and utility companies.
- 14.4 The Lessee will behave in accordance with the provisions of the law and local regulations and the customary practices regarding renting and renting out, government regulations, the utility companies and insurers and everything that is socially acceptable.
- 14.5 The Lessee will comply with the verbal and written instructions given by or on behalf of the Lessor in the interests of proper use of the Rental Object. This includes instructions relating to maintenance, appearance and fire safety.
- 14.6 The Lessor may deny the Lessee access to the Rental Object without being liable for damages if the Lessee has not (yet) fulfilled its obligations under the Rental Agreement at the time when it first wishes to use the Rental Object. This will not affect the commencement date of the Rental Agreement nor the Lessee's obligations under the Rental Agreement.
- 14.7 In the event of snowfall, the Lessee will be obliged to immediately install (or have installed) heating equipment in the Rental Object to guarantee complete defrosting and prevent the risk of collapse in connection with snow accumulating on the Rental Object.
- 14.8 The Lessor is authorised to enter the Rental Object at all times, and the Lessee will cooperate in this regard.
- 14.9 The Lessee is obliged to secure and insure the Rental Object during the period that it is rented, both against loss, theft or damage to the Rental Object itself and damage caused by the Rental Object to persons or property. The Lessee will provide the Lessor with a copy or copies of the relevant policy or policies upon the first request.
- 14.10 As soon as an event occurs for which the insurance has been taken out, the Lessee will immediately report this to his insurer and inform the Lessor in writing. The Lessee hereby transfers its rights under the insurance policy to the Lessor in advance.
- 14.11 Subject to the Lessor's prior written consent, the Lessee may not assign the Rental Object in whole or in part to third parties for rental, sublease or use, or transfer the rental or usage rights in whole or in part to third parties.

#### **Article 15: Epidemics and/or pandemics, government measures**

- 15.1 Neither party will be liable – except as provided for in Article 15.2 below – for any shortcoming or delay in the execution of this Agreement, insofar as that shortcoming or delay is caused by government measures as a result of epidemics or pandemics (such as the outbreak of the COVID-19) which directly affect the Rental Agreement, insofar as it is illegal, prohibited or impossible (such as a restriction on the number of visitors/participants) to hold the event or to provide the facility.

- 15.2 In this case, both parties will discuss the consequences and decide together whether the event (possibly modified) can still take place at the agreed time or should be postponed. If the parties cannot agree on whether the event should still take place at the agreed time or be postponed, either party may terminate the Rental Agreement in writing (this includes cancellation and dissolution). In that case, the Lessor will be entitled to retain or receive payment of 30% of the contracted order amount. If, during the negotiations, the Lessee has not acted in good faith with regard to the question of whether the event should still take place at the agreed time or be postponed, cancelled or dissolved, the Lessee will still be obliged to pay the total amount within the payment term as stated in the Agreement.

#### **Article 16: Force majeure**

- 16.1 Failure by the Lessor to make the Rental Object available to the Lessee in good time or remove the Rental Object from the Lessee in good time, or any other failure by the Lessor to fulfil obligations towards the Lessee in good time, will not be attributable to the Lessor if it is the result of circumstances that are beyond the Lessor's control or that cannot otherwise be foreseen. Such circumstances are in any event: bad weather, fire, explosion or emission of hazardous substances and/or gases or risk thereof, failure by the Lessee or third parties such as suppliers and transporters, illness of personnel who cannot easily be replaced, strikes, occupation, blockade, government measures, pandemics or epidemics, all of which have a direct influence on the Lessor's work.
- 16.2 The Lessor's obligations will be suspended for the duration of the force majeure.
- 16.3 If fulfilment is suspended for more than three months as a result of force majeure or if it is certain that it will last at least three months, either party may, by registered letter, request that the Agreement be amended either in accordance with the circumstances or that the part in question be dissolved immediately, without the parties having been obliged to pay compensation for (damage), except as provided for in Article 16.4.
- 16.4 If the Lessor has already fulfilled (part of) the agreed obligations prior to the situation of force majeure, the Lessor will have the right to invoice the work performed separately and prematurely,

and the Lessee must pay this invoice as if it were a separate transaction.

#### **Article 17: Environment**

- 17.1 If, at the commencement of the Rental Agreement, an environmental survey is carried out on the terrain where the Rental Object is or will be located and during the term of the Rental Agreement or immediately after termination of the Rental Agreement – in the event of an equivalent survey – higher concentrations of one or more substances than those to which the earlier survey related are found under, in or around the Rental Object, the Lessee will compensate the Lessor for any damage to the Rental Object resulting from the contamination and will be liable to the Lessor for any costs related to the removal of that contamination or measures (to be) taken. The Lessee will indemnify the Lessor in this respect against claims from third parties, including government agencies.
- 17.2 The Lessor shall not indemnify the Lessee against (governmental) findings until further investigation or measures (to be) taken.

#### **Article 18: Prohibitions and rules of use**

- 18.1 The Lessee is not permitted to:
- make constructive changes to the Rental Object;
  - make any alterations or modifications to the Rental Object or paint, cover in stickers/posters or otherwise transform the Rental Object or cause any damage to the Rental Object by scattering decorations such as serpentine, confetti or other contaminants, whether or not caused by third parties present in the Rental Object or otherwise;
  - saw, nail, cut, glue, spray etc. on the Rental Object;
  - to have environmentally hazardous items in, on, against or in the immediate vicinity of the Rental Object;
  - to use the Rental Object in such a way that its use may cause soil or other environmental pollution, damage to the Rental Object or its appearance;
  - to hang objects weighing more than 30 kilograms on the Rental Object unless the Lessor has given written permission in advance.
- 18.2 Unless the parties have agreed otherwise in writing, the Lessor will not grant consent to any alterations and additions that the Lessee wishes to

- make if, upon the termination of the rental period, they cannot be undone without damage to the Rental Object and incurring significant costs, or if such alterations and additions are not necessary for efficient use of the Rental Object, or if it does not increase the enjoyment of the Rental Object or if serious objections on the part of the Lessor oppose such changes or additions.
- 18.3 The Lessor will be entitled to issue provisions regarding changes or additions desired by the Lessee, such as those relating to the construction, location, dimensions and choice of materials.
- 18.4 Changes and additions made by the Lessee, regardless of whether the Lessor consented, will not form part of the Rental Object.
- 18.5 Unless the parties have agreed otherwise in writing, changes or additions made by or on behalf of the Lessee must be undone by the Lessee before the end of the rental period.
- 18.6 Where applicable, the Lessee will at all times keep fire extinguishing facilities, escape routes, emergency doors, emergency lighting and all other safety provisions in the Rental Object free from obstruction.
- 18.7 If at the end of the rental period the Lessor or third parties must remove items fitted by the Lessee in connection with maintenance work, repairs or removal of the Rental Object, the costs of removal will be at the risk and expense of the Lessee, regardless of whether the Lessor granted its permission for the fitting of the relevant items.
- 20.3 The parties must jointly inspect the Rental Object in good time before the end of the Rental Agreement or the use thereof, and the parties must complete and sign the 'Transfer from Lessee to Lessor' document at the time of the inspection.
- 20.4 If after having been given a reasonable opportunity to do so, the Lessee fails to cooperate within a reasonable period with the inspection and/or the recording of the findings and agreements in the 'Transfer from Lessee to Lessor' document, the Lessor will be entitled to conduct the inspection without the Lessee being present and to adopt the document as binding on the parties. The Lessor will immediately provide the Lessee with a copy of such a report.
- 20.5 The Lessee must perform or arrange for the performance of the work to be performed by it as per the Rental Agreement and the 'Transfer from Lessee to Lessor' document within the term(s) laid down therein or further agreed upon between the parties, to the satisfaction of the Lessor. If the Lessee continues to fail in whole or in part to perform its obligations, even after notice of default, the Lessor will be entitled to have the work performed and recover the costs incurred from the Lessee.
- 20.6 If no 'transfer from Lessee to Lessor' document is present or has been drawn up, the Lessor will nevertheless be entitled to exercise its rights as referred to in Articles 20.5 and 20.6.
- 20.7 The Lessee will return the Rental Object to the Lessor empty, free of use, thoroughly cleaned and with all items in, on, attached to, alongside or under the Rental Object that are a part of the Rental Object or which the Lessor has provided. The Lessee will be obliged to remove all items that it has placed in, on or against the Rental Object without damage and at its own expense. Items not removed will be removed at the expense of the Lessee.

condition that the Lessor may expect a well-maintained item of such kind, to which the Rental Agreement relates, to be in without any defects and subject to normal wear and tear and ageing.

- 20.8 If the Lessee does not make the Rental Object available to the Lessor for removal on the last day of the rental period at the latest, the following will apply. The Lessee will owe the Lessor an amount calculated based on the most recently applicable rental rate and payment for additional provision of services for the time the Lessor needs to repossess the Rental Object (including the time for dismantling),

### **Article 19: Advertising**

- 19.1 The Lessor must receive all complaints and defects in writing (including but not limited to by e-mail) within 24 hours of them becoming known or should have become known. If this period is not observed, any claims the Lessee may have shall lapse.

### **Article 20: End of the Rental Agreement**

- 20.1 The Rental Agreement will end upon the expiry of the end date and the transfer of the Rental Object to the Lessor by the Lessee.
- 20.2 If upon commencement of the rental period, no 'transfer from Lessor to Lessee' document or a handover notice of the Rental Object has been drawn up, the Lessee will hand over the Rental Object to the Lessor upon the termination of the Rental Agreement or the termination of the use in the

- calculated as from the date of termination of the Rental Agreement, without prejudice to the Lessor's right to claim compensation for further damage and costs.
- 20.9 The Lessor will be entitled to dissolve the Rental Agreement if:
- the Lessee fails to fulfil its obligations under the Agreement, or fails to do so in full or on time;
  - after the conclusion of the Rental Agreement, circumstances come to the attention of the Lessor which gives good reason to fear that the Lessee will not comply with its obligations;
  - the Lessee's assets are seized, or it is granted a suspension of payment or is declared bankrupt.
  - the Rental Agreement is dissolved, the Lessor's claims against the Lessee will become immediately due and payable.
  - the Lessor proceeds to dissolve the agreement, it will not be obliged to compensate the Lessee for any damage and costs incurred in any way whatsoever.

#### **Article 21: Damage and liability**

- 21.1 The Lessee is liable for damage suffered by third parties resulting from the use of the Rental Object and/or the space(s) made available for use and indemnifies the Lessor against claims from third parties in respect of damage arising from this.
- 21.2 The Lessee must fully compensate the Lessor for any damage or loss of property owned by the Lessor and/or suppliers contracted by the Lessor caused by the Lessee and/or his invitees/employees/third parties, etc.
- 21.3 Everything that has been brought into the building and/or the Rental Object by or on behalf of the Lessee remains there at the risk and expense of the Lessee. The Lessor will not be responsible for insuring and/or guarding such items. The Lessor is not liable for damage to or the loss of goods, property and cash values of the Lessee or third parties (including invitees, the public and performers) due to any cause whatsoever, except in the case of intent or gross negligence on the part of the Lessor or its personnel. The Lessor is not liable for damage to or loss of goods deposited in the cloakroom. The Lessee indemnifies the Lessor against claims from third parties (as indicated by the aforementioned). Furnishing, use, and delivery of the Rental Object will take place in consultation with the Lessor and with due

observance of the Lessor's safety regulations.

- 21.4 The Lessor is not liable for damage, of whatever nature, arising because it has relied on incorrect and/or incomplete information provided by or on behalf of the Lessee.
- 21.5 The Lessor will only be liable for damage
- if this damage is covered by its liability insurance and up to the amount paid by its insurance policy plus the excess or
  - if there is intent or gross negligence on the part of the Lessor or one of its managers.
- 21.6 If there is (i) no question of intent or gross negligence or (ii) the insurance does not pay, and there is nevertheless liability on the part of the Lessor, this liability will be limited to direct damage only (whereby liability for indirect damage is expressly excluded) with a maximum of €25,000.-.
- 21.7 The Lessor must receive all claim rights and other authorities, on any grounds whatsoever, which the Lessee has vis-à-vis the Lessor in writing within one month after the moment at which the Lessee became aware of them or could reasonably have become aware of them, which will otherwise lapse when failing to do so.
- 21.8 Any advice provided by the Lessor is always non-binding and acting on this advice is at the risk and expense of the Lessee.
- 21.9 The Lessor is not liable for the turnout of the event in question.

#### **Article 22: Penalty clause**

- 22.1 If, after having been given proper notice of default by the Lessor, the Lessee fails to comply with the regulations contained in the Rental Agreement and the provisions of these General Rental Conditions, the Lessee will forfeit to the Lessor, insofar as no specific penalty has been agreed upon, an immediately payable penalty of 20% of the total rental rate per day for each day that the Lessee is in default. In this context, part of a day shall be deemed to be a full day. The foregoing will not affect the Lessor's right to claim full compensation for damages.

#### **Article 23: Disputes**

- 23.1 The Rental Agreement and these 'TVD General Conditions' are governed exclusively by Dutch law.
- 23.2 The District Court of Central Netherlands, located in Utrecht, is exclusively competent to take cognisance of and rule on disputes.