

**General Terms and Conditions of Sale of STUDIO NOORDERFABRIEK B.V., hereinafter referred to as 'Studio Noorderfabriek'**

**Definitions**

In these General Terms and Conditions, the following terms have the meanings ascribed to them:

- Contracting Party: the natural or legal person who enters into or has entered into an Agreement with Studio Noorderfabriek.
- Parties: the Contracting Party and Studio Noorderfabriek collectively.
- Purpose: the purpose for which the Space is rented to the Contracting Party, as specified in the Agreement.
- Agreement: the arrangements between Studio Noorderfabriek and the Contracting Party concerning an event or rental of a space, confirmed in a signed quotation by the Contracting Party, a separate agreement, or via the website/booking system.
- Event: an event or gathering organized by Studio Noorderfabriek at the request of the Contracting Party in one or more Spaces.
- Space: the area provided by Studio Noorderfabriek under the Agreement.
- Rented Space: the Space made available to the Contracting Party.
- Rental Period: the period during which the Contracting Party has access to the Space, as specified in the Agreement.
- Option: a provisional and non-binding reservation of a Space by the Contracting Party.
- House Rules: regulations set by Studio Noorderfabriek that the Contracting Party is expected to comply with.

will be communicated to the Contracting Party and will apply to all new agreements and renewals of existing agreements.

**2. Applicability of General Terms and Conditions and Formation of Agreement**

2.1 These general terms and conditions apply to all quotations/offers, deliveries, and agreements issued or entered into by Studio Noorderfabriek, unless otherwise agreed in writing.

2.2 These General Terms of Sale contain all agreements made between Studio Noorderfabriek and the Contracting Party and replace all previously made promises, agreements, and contracts related to the described subjects.

2.3 Acceptance of a quotation and/or entering into an agreement implies that the Contracting Party accepts the applicability of these General Terms of Sale. Any (purchase) conditions of the Contracting Party are explicitly rejected.

2.4 Studio Noorderfabriek maintains house rules. The Agreement is also subject to the House Rules.

**3. Quotation and Agreement**

3.1 The agreement is formed when the Contracting Party places a booking via the website/booking system of Studio Noorderfabriek and accepts the general terms and conditions, or after the Contracting Party has signed a written quotation from Studio Noorderfabriek for approval and returned it to Studio Noorderfabriek, or through confirmation by email or by signing a separate agreement.

3.2 If the offer included in the quotation does not specify a term for acceptance, the offer expires 3 weeks after the date of sending the quotation.

3.3 Studio Noorderfabriek cannot be held to the offer in the quotation if there is a typographical error or mistake in the offer.

3.4 Studio Noorderfabriek cannot be held accountable by the Contracting Party if the rented Space does not match the images on the Studio Noorderfabriek website.

**4. Option**

4.1 Studio Noorderfabriek can grant the Contracting Party an Option for a Space before the Agreement is concluded and/or a quotation is issued, as well as during the quotation period. Studio Noorderfabriek is only bound to an option that has been confirmed in writing by them.

4.2 The written confirmed option will specify a term during which the option is valid; the option will automatically expire after this term. After this term, the option may be extended by Studio Noorderfabriek.

4.3 Both the Contracting Party and Studio Noorderfabriek are entitled to terminate the option in writing at any time without either party being obliged to pay any (damage) compensation to the other.

**5. The Space**

5.1 Studio Noorderfabriek rents the Space to the Contracting Party, potentially with facilities, as specified in the quotation. It is not obliged to provide any Space and/or facilities to the Contracting Party other than those quoted.

5.2 The Space is rented solely for the Purpose specified in the quotation. Use for any other purpose is not permitted without written consent from Studio Noorderfabriek.

5.3 The Contracting Party is required to use the Space only during the dates and start and end times specified in the Agreement. The setup, decoration, and dismantling and clearance of the Space must occur between the start and end times of the rental. Studio Noorderfabriek is entitled to charge the Contracting Party extra for using the rented Space before the start time and after the end time.

5.4 Publicly accessible areas, such as the entrance, hallway, toilet, and parking area, are not exclusively part of the Space rented to the Contracting Party but are used communally with others.

5.5 The Contracting Party is not entitled to sublet the Space or allow third parties to use it or partially transfer rights and obligations to a third party without prior written consent from Studio Noorderfabriek.

5.6 The Contracting Party accepts the Space in the condition it is in at the start time and must report any defects to the Space to Studio Noorderfabriek at the start of use. Any defects found by Studio Noorderfabriek at the end of the rental period are presumed to have arisen during the Contracting Party's use unless the Contracting Party can prove that the defects, such as damage, existed before the rental period. In the case of defect or damage, the Contracting Party is required to compensate Studio Noorderfabriek for the damage and its repair.

5.7 Studio Noorderfabriek reserves the right to refuse the Contracting Party's use of the Space if it determines that the Purpose of the meeting or the organization conflicts with or does not fit within Studio Noorderfabriek's vision, or if it becomes apparent (shortly) before the Contracting Party is to use the Space that the Space will not be used according to the Purpose. In such cases, Studio Noorderfabriek is not liable for any damages incurred and/or to be incurred by the Contracting Party.

5.8 The Space rented by the Contracting Party may only be used for a private event. It is not permitted to operate the Space by charging entry fees, selling food and beverages, and similar activities.

5.9 The Contracting Party is liable for any damage suffered by third parties resulting from the use of the rented Space.

## 6. Catering

6.1 Any catering will be provided by Studio Noorderfabriek unless otherwise agreed upon in writing.

## 7. Guests

7.1 The Agreement specifies the number of guests who will use the Space. The Contracting Party will not exceed the agreed number of guests without prior written consent from Studio Noorderfabriek.

7.2 The Contracting Party must immediately notify Studio Noorderfabriek in writing if the number of guests changes. Any change will affect the price calculation of the Agreement.

7.3 No later than 2 weeks before the day of using the Space, the Contracting Party must provide Studio Noorderfabriek with the final number of guests. If the Contracting Party is late in doing so and fewer guests than agreed upon use the Space, this will not alter the agreed price. If it is found that more guests have used the Space than agreed upon, the additional guests will be charged on a post-calculation basis.

7.4 The Contracting Party must ensure that the Space is not used by more than the maximum agreed number of guests per rented space. If Studio Noorderfabriek finds that the number of agreed guests has been exceeded, Studio Noorderfabriek has the right to immediately terminate the use of the Space without being liable for damages to the Contracting Party.

## 8. Cancellation and Rescheduling

8.1 Cancellation of the Agreement by the Contracting Party can only be done in writing to Studio Noorderfabriek.

8.2 Cancellation by the Contracting Party, for any reason, means that the Contracting Party owes Studio Noorderfabriek the following compensation:

- For cancellation more than 1 month before the start date, 10% of the agreed price;
- For cancellation less than 1 month but more than 7 days before the start date, 50% of the agreed price;
- For cancellation less than 7 days before the start date, 100% of the agreed price.

8.3 In the event of a no-show (the customer not using a service to be provided under this agreement without cancellation), 100% of the agreed price is due.

8.4 Rescheduling the booking/event is only possible in mutual agreement between the Contracting Party and Studio Noorderfabriek. Without agreement, rescheduling will be considered a cancellation.

8.5 if the request for rescheduling is due to force majeure, the parties will seek a reasonable solution.

## 9. House Rules

9.1 Studio Noorderfabriek has House Rules attached to these general terms and conditions, which are part of the agreement between the parties.

## 10. Obligations of the Contracting Party

10.1 The Contracting Party will provide Studio Noorderfabriek in a timely manner with all information that it knows is relevant for the execution by Studio Noorderfabriek.

10.2 If permits are required for the execution of the Agreement, it is the responsibility of the Contracting Party to obtain those permits. The failure to obtain a permit in time cannot result in liability for Studio Noorderfabriek.

10.3 If the execution of the Agreement poses risks to Studio Noorderfabriek regarding the rented space (damage) and/or its good name, the Contracting Party must inform Studio Noorderfabriek prior to or immediately after entering into the Agreement. This includes the nature of the event, the visitor profile, potential threats or attraction of undesirable behavior, political or social unrest, and

possible denial of necessary permits in general. In such cases, Studio Noorderfabriek reserves the right to terminate the Agreement, and Studio Noorderfabriek will not be liable for any damage suffered or to be suffered by the Contracting Party.

10.4 The Contracting Party is responsible for paying fees for the use of (intellectual property) rights of third parties (including but not limited to Buma/Stemra rights).

10.5 The Contracting Party must ensure adequate insurance against damage that may occur during the execution of the Agreement. Adequate insurance is considered one that covers all damage suffered by Studio Noorderfabriek or third parties as a result of the execution of the event in and around the rented space, publicly accessible areas, and (outdoor) grounds.

10.6 The Contracting Party agrees that one or more employees of Studio Noorderfabriek may be present during the execution of the Agreement.

## 11. Prices

11.1 The prices quoted or agreed upon by Studio Noorderfabriek are exclusive of VAT.

11.2 If Studio Noorderfabriek provides a composite price quotation, there is no obligation to perform part of the quotation at a corresponding part of the price quoted for the whole.

11.3 Studio Noorderfabriek reserves the right to adjust the prices. Studio Noorderfabriek will inform the Contracting Party of this. If the Contracting Party does not agree with the proposed price adjustment, Studio Noorderfabriek has the right to terminate the agreement with immediate effect and without any obligation to any form of compensation to the Contracting Party.

## 12. Payment

12.1 Payment must be made without any discount on any grounds at the agreed time, or, if no time has been agreed, within 14 days of the invoice date, in the currency stated on the invoice and exclusively in the manner indicated on the invoice.

12.2 Studio Noorderfabriek will immediately send an invoice for the use of the rented space, being the location costs, after the Agreement is concluded. The Contracting Party must pay the invoice within the period stated on the invoice but no later than before the use of the rented space.

12.3 If the Agreement also involves an event (with or without catering), Studio Noorderfabriek will invoice 80% of the agreed price for that event (excluding the already paid location costs) 4 weeks before the event, and the Contracting Party must pay this invoice within the period stated on the invoice.

12.4 Within 14 days of the execution of the Agreement, Studio Noorderfabriek will issue the final invoice to the Contracting Party. This invoice will be itemized. The Contracting Party must pay the final invoice within the period stated on the invoice.

12.5 If payment is not made on time, Studio Noorderfabriek is not obligated to execute the agreement and is not liable to the Contracting Party.

12.6 As soon as the Contracting Party is in default with any payment, all claims of Studio Noorderfabriek against the Contracting Party become due, and default occurs immediately with respect to those claims without any notice of default.

12.7 The Contracting Party waives any right to set off mutual amounts owed. Complaints do not suspend the payment obligations of the Contracting Party.

### 13. Late Payment

- 13.1 If the Contractor fails to pay within the applicable payment term, they are in default without further notice of default.
- 13.2 In case of late payment, the Contractor will receive a reminder a few days after the invoice's due date. If the Contractor has not paid after the due date of the reminder, a formal notice will follow, in which Studio Noorderfabriek is entitled to increase the invoice amount by the legally permitted increases.
- 13.3 Studio Noorderfabriek is entitled to suspend the work or to terminate the Agreement due to late payment if the Contractor has not paid on time.
- 13.4 The obligation to pay any outstanding fees remains during the period of suspension of the work or in the event of termination of the Agreement.

### 14. Liability of Studio Noorderfabriek

- 1.1 Studio Noorderfabriek is in no case liable for indirect or immaterial damage, including but not limited to business, consequential, or downtime damage and lost income and profits, unless such damage is caused by gross negligence or intentional misconduct by Studio Noorderfabriek.
- 1.2 Studio Noorderfabriek is not liable for damage to the Contractor arising from the Contractor providing Studio Noorderfabriek with incorrect or incomplete data and documents, or from these not being provided in a timely manner, as described in Article 10.1.
- 1.3 Liability for direct damage is limited to the amount paid out by Studio Noorderfabriek's liability insurer for the particular case, plus any excess amount that Studio Noorderfabriek may have to bear under the insurance policy. The amount of compensation will never exceed the insured amount per claim.
- 1.4 Direct damage is understood to include:
  - Reasonable costs incurred to determine the cause and extent of the damage;
  - Reasonable costs incurred to make Studio Noorderfabriek's performance conform to the Agreement;
  - Reasonable costs incurred to prevent or limit the damage.
- 1.5 The limitations of liability set forth in this article do not apply if and to the extent that:
  - There is intent or deliberate recklessness by Studio Noorderfabriek or its senior management.
  - Studio Noorderfabriek is legally liable for death or bodily injury to a consumer resulting from actions or omissions of Studio Noorderfabriek.
- 1.6 If the liability insurer does not provide compensation, Studio Noorderfabriek's total liability is limited to the amount equivalent to the fee charged and paid for the performance of the Agreement.
- 1.7 The Contractor must inform Studio Noorderfabriek in writing of any damage that has occurred as a result of the execution of the assignment within 14 calendar days after the Contractor has discovered or reasonably could have discovered such damage.
- 1.8 The Contractor indemnifies Studio Noorderfabriek against claims from third parties for damage caused by Studio Noorderfabriek during or as a result of the execution of the assignment for the Contractor.

### 2. Confidentiality

- 2.1 All information about the Contractor, whether obtained from the Contractor or otherwise in the context of Studio Noorderfabriek's performance of the agreed services, will be treated confidentially by Studio Noorderfabriek and will not be disclosed to third parties, except in cases where Studio Noorderfabriek utilizes the services of third parties in the execution of the work.

2.2 Studio Noorderfabriek will use the obtained information solely for the purpose for which it was acquired.

2.3 Studio Noorderfabriek may use the obtained information for statistical processing and use, provided that the obtained and used data cannot be traced back to the Contractor.

### 16. Force Majeure

16.1 If, due to force majeure, such as but not limited to: mobilization, war, riot, fire, water damage, strike at Studio Noorderfabriek, viruses and epidemics, Studio Noorderfabriek is unable to fulfill one or more of its obligations, the relevant part of the Agreement will be suspended. Studio Noorderfabriek will notify the Contractor of such an event as soon as possible.

16.2 If the situation described in the first paragraph occurs, both parties also have the right to terminate the Agreement in whole or in part and with immediate effect in writing, without any right to compensation.

16.3 If Studio Noorderfabriek has already partially fulfilled the agreed obligations at the onset of the force majeure situation, Studio Noorderfabriek is entitled to invoice the work already performed separately and in the interim, and the Contractor must pay this invoice as if it were a separate Agreement.

### 17. Intellectual Property

17.1 All intellectual property rights, including those arising from the execution of the assignment, belong to Studio Noorderfabriek.

17.2 Executing the assignment does not mean that intellectual property rights (such as those related to the concept of the Event) are transferred to the Contractor.

### 18. Personal Data

18.1 Studio Noorderfabriek processes all personal data provided by the Contractor in accordance with applicable laws and regulations regarding data protection, particularly the Implementation Act of the General Data Protection Regulation (GDPR).

18.2 The Contractor declares and guarantees to Studio Noorderfabriek that any personal data processed by the Contractor in the context of their participation in the Event will be handled in accordance with applicable data protection laws and regulations, particularly the GDPR.

### 19. Miscellaneous Provisions

19.1 Changes to or additions to the Agreement are only valid if agreed upon in writing.

### 20. Applicable Law / Competent Court

20.1 The offer, the agreement, and these general terms and conditions are governed by Dutch law. All disputes arising from the offer, agreement, or these general terms and conditions will be adjudicated by the competent court of the Amsterdam District Court, Amsterdam location.

### House Rules Studio Noorderfabriek

This House Rules (HR) document outlines the house rules that Studio Noorderfabriek adheres to when renting a Space to the Contractor, whether or not in the context of an Event.

- 1 The arrangement, use, and clearing of the Space must be done in consultation with Studio Noorderfabriek.
- 2 Studio Noorderfabriek is at all times entitled to impose further binding regulations regarding the arrangement, use, and clearing of the Space if deemed advisable by an authorized authority (including the fire department, police, and mayor) or by Studio Noorderfabriek, in the interest of (public) order and safety.
- 3 Staff members of Studio Noorderfabriek are at all times authorized to correct or, if necessary, remove the Contractor and/or their guests from the location. The Contractor and their guests must follow the instructions of Studio Noorderfabriek's staff.
- 4 The Contractor is responsible for the actions and omissions of their visitors, guests, staff, and any third parties they engage during the execution of the Agreement (including, but not limited to, the Event). The Contractor must not cause nuisance or

disturbance to Studio Noorderfabriek or third parties, including neighbors, during the use of the Rented Space. The Contractor must ensure that peace and quiet are maintained for residents when leaving the premises containing the Rented Space.

- 5** Immediately after the conclusion of a meeting or event, the Rented Space must be cleared within the agreed rental period. This includes the removal of all materials used by the Contractor, such as boxes, informational materials, etc. All of this must be done with consideration for the nighttime rest of the surrounding residents.
- 6** It is prohibited to scatter rice or confetti or to set off fireworks inside, in front of, or on the terrace of the building containing the Rented Space. The Contractor is responsible for ensuring compliance with this rule. In the event of a violation detected by a staff member of Studio Noorderfabriek, a fine of €150.00 will be imposed. This may be supplemented by cleaning costs and compensation for any damage, all charged to the Contractor.
- 7** Except with the prior express written consent of Studio Noorderfabriek, no changes may be made to the Space, common areas, or (outdoor) premises.
- 8** Smoking and/or drug use are prohibited within the Space. The use of open flames is forbidden.
- 9** Unwanted advances, racism, and aggression are prohibited.
- 10** Glassware must be used within the walls of the Rented Space and on the terrace.
- 11** The Contractor is obligated to return the Rented Space, including any goods and materials provided by Studio Noorderfabriek for the execution of the Agreement, to Studio Noorderfabriek in the same condition at the end of the Event.
- 12** The Contractor may not place or affix any advertising (e.g., posters, flyers, banners) in the immediate vicinity of the Rented Space, including access roads and parking areas, without prior written consent from Studio Noorderfabriek. If the Contractor fails to comply, Studio Noorderfabriek is entitled, after a failed request for removal, to remove or have the advertisements removed at the Contractor's expense.
- 13** During the use of the Space, the maximum permissible sound level should not exceed 95 dBa of source noise. If the Contractor does not adhere to this sound level, Studio Noorderfabriek has the right to take appropriate measures.
- 14** The Contractor is required to inform their guests, visitors, staff, and engaged third parties of the House Rules and remains responsible for their compliance. In the event of a violation of the House Rules or the creation of a situation deemed by Studio Noorderfabriek as disturbing public order, Studio Noorderfabriek is entitled to impose a ban on the premises on the violator or offending person.

These terms and the HR can also be consulted via the website [www.studioorderfabriek.nl](http://www.studioorderfabriek.nl).