

Memo Tours

Dinkelstraat 43
7071 VM Ulft Netherlands

GENERAL TERMS AND CONDITIONS MEMO TOURS

The general conditions shall apply:

- o **Client:** the party commissioning the engagement.
- o **Memo Tours:** Memo Tours, based in Ulft, with Chamber of Commerce number 09082317
- o **Working days** mean all days except Saturdays, Sundays, January 1, 2nd Easter, Ascension Day, 2nd Whitsun Day, 1st and 2nd Christmas Day, the days for national holidays by the Government have been or will be proclaimed and the day, which the birthday of HM the King is celebrated.
- o **Days:** all calendar days
- o **Contract of mandate:** the contract of assignment under which Memotours undertakes against payment of fees and expenses towards client services rendered to the client, consisting of the organizing and facilitate in travel, which may include the provision of flights, accommodations, transport, service and the in the context of the travel required facilities. The provisions of Sections 7: 404 and 7: 407 paragraph 2 Civil Code does not apply.
- o **The journey:** in the context of the assignment by Memotours to provide services under the contract, including, if agreed, may include transportation to the place of destination and residence.

Article 1 - Quotations, prices and rates

1. All Memotours offers made and quotations are free, unless a deadline for acceptance. Memotours carries no responsibility for general travel information, brochures and photographs, advertisements, websites and other resources that promote the services of Memotours.
2. If an acceptance period is mentioned in a quote, Memo Tours has the right to wney the commission altogether rendered when it is first accepted after expiry of the deadline.
3. If the acceptance of client deviates from the quotation is Memotours only bound to these different issues if and when they consider later confirmed in writing.
4. Unless the customer is a consumer, all prices quoted by Memotours and rates include VAT and any other government levies. The prices and tariffs applicable to the offering to / confirmation of that period in accordance with the specifications and the specified period (s).

Article 2 - Establishment of the agreement

1. The agreement is formed by these Terms and Conditions and the Engagement Letter and is concluded at the moment that has come through Memotours and customer order confirmation signed return or if electronically (via e-mail or website) confirms supply Memotours reached at Memotours. The order confirmation is based on at that time by the client to Memotours supplied information. The order confirmation is deemed to reflect the agreement correctly and completely.
2. The Agreement supersedes and replaces any previous proposals, correspondence, agreements or other communications, written or verbal.

3. When the agreement that includes Memotours the client takes care of booking flights and nights and other events gives the client by signature or accordering of the agreement expressly mandated to Memotours to enter into such agreements on behalf of the client and on behalf of the client.

4. The agreed dates and times apply subject (see Article 3 paragraph 2)

Article 3 - Participation by and responsibility of the client

1. The Customer undertakes to ensure that all information and documents, in particular the data on him- himself and his party, which Memotours considers necessary for the proper and timely execution of the assignment on time, but not later than the date of conclusion of this contract and in the by Memotours desired form and manner Memotours be made available. Also helps client ensure that it is easily accessible during the time of execution of the contract and will remain so Memotours him to inform about changes and relevant information.

2. The client is responsible for his time to the relevant authorities and service specific information about the trip and the country of residence shall obtain. He must also verify in time or the travel and vluchtinforma- tie is still current.

3. The Customer shall take care that Memotours is immediately informed of the facts and circumstances that may be of interest in connection with the proper performance of the contract. Below is partly summarize specific information (eg, pregnancy, impaired mental status, disabilities, etc) about the person of the client or his traveling companions that may affect their journey, accommodation or events which at the place of destination scheduled in the context of the command. The Client bears the risk relating to the untimely and voluntarily providing this information.

4. Unless the nature of the assignment dictates otherwise, the client is responsible for the correctness, completeness and reliability of the data made available to Memotours and documents, even if they originate with or third parties.

5. The Client is also responsible for a dynamic and prosperous development of the travel and accommodation. Memotours may, where necessary, appeal for the order accordingly. The from the uncooperative cooperation or delay in the execution of the assignment flowing extra costs and extra fees caused by not timely or not properly providing the requested information, documents, facilities and / or personnel will be borne by client.

Article 4 - Execution of the order

1. All services provided by Memotours be performed to the best of his knowledge and ability in line with the requirements of good workmanship. Regarding the proposed services, this constitutes an obligation on the part of Memotours, unless expressly stated otherwise.

2. Memo Tours is entitled to engage in the implementation of the third party services.

3. Memotours allows the client where possible, at least eight days prior to departure in possession of the necessary reisbeschei- den, if not directly to the client provided by the carrier or other service provider.

Article 5 - Intellectual Property

1. Memotours reserves all rights of intellectual property relating to products of the intellect it uses or has used and / or developing and / or developed in connection with the execution of the contract, and for which he copyright or other intellectual property rights has or can exercise.

2. The client is expressly forbidden, including computer programs, sys- system designs, procedures, advice, (model) contracts and other intellectual products Memotours all this in the broadest sense, reproduce whether or not third parties, reveal or exploit.

3. Reproduction and / or distribution and / or operation is only permitted after obtaining written permission from Memotours. Client has the right to reproduce the written documents for use within its own organization, as appropriate within the purpose of the assignment. In case of premature termination of the contract, the above shall apply correspondingly.

Article 6 - Payment

1. The client is, without any deduction, discount or compensation within 14 days of the invoice date, or any other period specified on the invoice. Payment must be made in the currency indicated on the invoice, by transfer to a place designated by Memotours bank account indicated. Objections to the amount of the submitted invoices do not suspend the payment obligation of client.
2. Memo Tours has until 20 days before the day of departure (if the trip by means of direct transport is to 20 days before arrival at booked accommodation) the fare increase at least to increase in commission by calculate due to changed transport costs, including taxes and charges. If the client does not accept this he must mention this within 24 hours after making known of the increase. Then Memo Tours has the right to terminate the contract with immediate effect to offset at least in remission for amounts already paid to the client.
3. If the consumer client does not pay in full or on time, he is in default without prior notice. The client in that case the statutory interest on the outstanding amount from the moment of default until the date of full payment. A portion of a month, apply in the calculation of the legal interest as a whole month.
4. If the consumer client does not pay in full or on time, to him sent a reminder summons containing an additional period of 14 days, during which his extrajudicial costs be canceled if within the additional period not or not fully paid. After the expiry of this period the consumer client has also extrajudicial costs on the outstanding amount. These costs are charged in accordance with the Decree on compensation for extrajudicial collection costs.
5. If the principal, non-consumer, do not, do not pay in full or on time, he is in default without prior notice of default. The client in that case the statutory commercial interest as well as extrajudicial costs payable on the outstanding amount. A portion of a month, apply in the calculation of the legal interest as a whole month. These costs are charged according Voorwerk II report, or if it demonstrably exceed the costs actually incurred.
6. If the financial position and / or the payment of the client's opinion Memotours thereto purchase directs, Memotours entitled to require the client, to immediately provide (additional) security in a form to be determined by Memotours and / or give an advance. If the client fails to provide the required security, Memotours is entitled, notwithstanding its other rights, the further execution of the order immediately to suspend and everything the client to Memotours on any grounds whatsoever is payable on demand up costs.
7. In the event of a jointly given assignments as far been carried out work on behalf of the joint clients, be jointly and severally responsible for the payment of the full invoice amount.

Article 7 - Cancellation

If a contract is canceled by the client, the following fixed costs:

- Cancellation up to the 90th day before the departure: the deposit;
- Cancellation from the 90th day to the 28th day before the departure: 50% of the fare;
- Cancellation from the 28th day to the 21th day before the departure: 75% of the fare;
- Cancellation from the 21th day to the departure: 100% of the fare;

Article 8 - Complaints

1. Complaints regarding the progress of the trip or event must be as soon as possible orally reported to the leadership of the relevant accommodation, service provider or Memotours and then serve in writing and motivated to be confirmed at least one month after return from the trip or event, on pain of forfeiture of duties.
2. Complaints relating to or received must be in writing to receive travel documents or other documents within 10 days after dispatch of the documents or information to which the client complains, or within 10 days after the time they should have received motivated to be reported, but no later than three days prior to the date of departure of the trip, under penalty of preclusion, at the discretion of Memotours.
3. Complaints regarding the invoice amount must be reported within two months Memotours penalty of loss of rights.
4. Complaints referred to in the first, second and third paragraphs suspend the payment of principal being non-consumer does not. Principal is in no way entitle a complaint regarding a certain service to defer payment or refuse of any other services provided by Memotours which the complaint does not relate.
5. In case of a justified complaint the customer the choice between adjusting the fee amount to gebrach-, offering an equivalent substitute activity or accommodation or the complete or partial (more) performing the service against refund of a proportion of by the client already paid or payable amount, without prejudice to article 13.

Article 9 - Rent or loan of items

1. If the agreement forms part of the lease or loan of items during the trip the following applies in this article.
2. Client is obliged to concentration upon receipt of goods immediately and carefully for damage and defects checked. As far as damage or defects he finds he needs it immediately, upon receipt, to report that this injury registration can be done with a view to returning the case and settle the loan or lease. If he so reports no damage, the client is deemed to have received the goods in good condition. On principal rest said the burden of proof that the goods are damaged or faulty immediately received and that the damage should not be accounted for.
3. During the loan or lease the client is obliged to carefully as a good father to deal with the issues. Repairs to rented or loan matters will be borne by the client.
4. Memotours is entitled prior to or in providing the goods to make a deposit into account. This deposit will be returned when the goods are refunded as soon as possible. Memotours however, entitled to set off the deposit with the costs concerning the recovery of damages and defects that are identified by Memo Tours during the lease or loan period or by return of the goods, notwithstanding the right to claim compensation for the remaining damages which exceeds the deposit.
5. Customer must reimburse the costs of repair of defects and / or damage to the reversal of the rented or loan issues are found, unless he has made thereabouts report under paragraph 2 or if he proves that the damage or defect is not in the lease or loan period incurred.
6. Memo Tours is not liable for damage to customer or third parties arising from the use of, the leased or borrowed thing. Client shall indemnify Memotours claims of third parties concerning the rented or borrowed matter and is obliged to reimburse the costs related to legal and court costs arising from third party claims.

Article 10 - Amendments to the trip or event

1. Memotours always has the right to change the trip or event if there are compelling circumstances. Memotours will then inform the customer at least 24 hours in advance.
2. Client in case of paragraph 1 shall only be entitled to reject the change if the change structurally deviates from the originally agreed. Then the client is entitled to the agreement by saying immediately. Insofar as the command at that time is not yet completed the client is entitled to a fair return.

Article 11 - Termination

1. Client and Memotours may at any time cancel the agreement, subject to a notice of two months.
2. Memo Tours is also entitled to substantial reasons, including for example low participation to a planned trip or event so determine at her discretion, to cancel the contract on, with a refund of any purchase paid.
3. Where the assets (interim) termination is initiated by the client, Memotours entitled to compensation it has to be demonstrated caused by her side costs, including loss of capacity, as well as additional costs that they must reasonably incur as a result of the early termination of the agreement (such as costs related to the involvement of third parties), unless there are mostly facts and circumstances underlying the termination is to be attributed to Memotours.
4. Upon termination of the contract must inform each party all property in its possession, objects and documents that belong to the other party without delay to that other party in advance.

Article 12 - Suspension and dissolution

1. If the client one or more to fulfill its obligations does not, not timely or proper manner, has Memotours the right to suspend performance of its obligations until the moment that the client as well still its obligations to comply Memotours.
2. If Memotours the well-founded fear that the client will not fulfill its obligations (could) come Memotours is entitled to suspend its obligations. In that case Memotours gives the client the opportunity to provide security by way of a statement regarding the fulfillment of its obligations. If the customer fails within 14 days after the date of the request by Memotours meets, Memo Tours has the right to terminate the agreement.
3. The provisions of paragraph 1 and 2 of this article shall apply without prejudice to any other rights and claims of Memotours.
4. Memo Tours also has the right to terminate the contract with the client without prior notice extrajudicial if:
 - Is delegated to the principal moratorium, the bankruptcy of client has been applied or the client itself files for bankruptcy, the originator to his creditors offering (private) settlement or (for this purpose) shall convene a meeting of creditors;
 - In respect of the client application is requested or granted by the law on debt repayment;
 - The company's client is liquidated and / or the business activities of the client actually be stopped or moved to a location outside the Netherlands.
5. If one of the occurring situations mentioned in this article, all claims of Memotours be the o p principal immediately due.

Article 13 - Liability

1. Memo Tours is towards client or third parties shall only be liable for direct damages caused by intent or gross negligence.
2. Memotours however, is only liable to the amount which its liability insurer as the occasion case than pays.
3. If damage occurs because the client has provided Memotours incorrect or incomplete information, Memo Tours for any resulting damage is not liable.
4. Customer indemnifies Memotours for third party claims for damage caused because the commissioning giver to Memotours incorrect or incomplete information, unless the client proves that the damage is not related to culpable acts or omissions for which they are attributable or was caused by intent or gross negligence of Memotours and unless some compelling (inter) national laws or regulations do not allow for such a provision.
5. The limitation of liability contained in this article are also stipulated for by the Memotours for the implementation of the third parties engaged.
6. Memo Tours is not liable for damage or loss of documents during transport or dispatch by mail, regardless of whether the transport or dispatch takes place by or on behalf of, Memotours or third parties.

Article 14 - Force Majeure

1. Memo Tours is entitled to suspend its supplies and services to the extent that there is force majeure.
2. Force majeure means unusual and unforeseeable circumstances beyond the control of the party relying on it are independent and whose effects even if all could not be avoided.
3. If the force majeure continues for a period of two months, the customer is entitled to rescind the agreement.

Article 15 - Limitation period

1. In cases where the contract provides otherwise, rights of action and other powers of principal on any grounds whatsoever towards Memotours at least after the expiry of one year from the moment when an event occurs which customer these rights and / or responsibilities towards Memotours can use.

Article 16 - Persistence

1. The provisions of this Agreement, the express or implicit intention is that they also remain in effect after termination of this agreement, will remain in effect and continue to bind both parties.

Article 17 - Applicable law and jurisdiction

1. All agreements between the client and Memotours is Dutch law.
2. With respect to any dispute arising from this agreement is entitled to the right of residence of the Memo Tours, unless under the law, a different court has jurisdiction under mandatory law.