

General conditions for rental agreement (Schedule 2)

Article 1 Definitions

Accommodation Site	The location on which the Goods shall be assembled, as specified in schedule 1 to the Offer.
Conditions	The general terms and conditions of Room45, as amended from time to time and attached to the Offer.
Customer	The natural person or legal entity that enters into an agreement with Room45.
Customer Design	Any (customized) designs, visuals, logo's, text and branding supplied by the Customer and printed on the Goods or parts thereof as specified in or attached to the Offer.
Goods	Temporary accommodation units and camping products, including Rental Goods, sold and rented out by Room45 to the Customer, as specified in the Offer.
Party	Room45 or the Customer, as applicable.
Payment Plan	The plan stipulating the schedule for payment of the Price as specified in the Offer.
Price	The total price for the Goods and Services including transport, excluding duties, handling and clearance costs, VAT and Security Deposit, as specified in the Offer.
Purchase Order	A legal and binding agreement between Room45 and the Customer for the sale and rent and delivery of the Goods and the provision of Services, including the Offer and schedules 1 (plan) and 2 (general conditions).
Offer	The commercial offer including a description of the Goods and Services and the Price.
Release Date	The date on which the Goods have been assembled and shall be made available to the Customer, as specified in the Offer.
Rental Period	The total period during which the Rental Goods are made available as specified in the Offer.
Rental Good	A Good rented out by Room45 to the Customer, which Good shall be returned to Room45 after the Rental Period has lapsed.
Room45 B.V.	A private limited liability company organized incorporated under Dutch law, with registered address at Villapark 7-8 (3051 BP) Rotterdam, the Netherlands, and registered with the chamber of commerce with number 61736457.
Security Deposit	The cash payment to be held as security which shall be off-set with the cost of any lost and/or damaged Goods as specified the Offer.
Services	The services that are provided by Room45 to the Customer, as specified in the Offer.
Storage Site	If different from the Accommodation Site, the location Parties have agreed the Goods shall be delivered and stored before assembly on the Accommodation Site, as specified in the Offer.
Transfer Report	The document that is exchanged between the Parties upon delivery (and return for Rental Goods) stating the condition of the Goods (including any associated furnishings).

Article 2 Applicability

2.1 These Conditions shall apply to all Offers and Purchase Orders.

2.2 Any general terms and conditions of the Customer are expressly rejected and explicitly not applicable.

- 2.3 Any deviations from these Conditions are binding only if and insofar as Room45 has specifically agreed thereto in writing. A deviation expressly accepted by Room45 in writing refers only to the agreement in respect of which Room45 has accepted the deviation.

Article 3 Offer and Acceptance

- 3.1 Room45 will provide the Customer with a Offer containing a general outline of the Goods and Services and the Price. The Offer shall be effective for 14 days, unless provided otherwise.
- 3.2 An agreement between the Customer and Room45 is concluded when the Customer accepts the Purchase Order by returning a signed Purchase Order by scan, copy or facsimile.
- 3.3 In absence of a signed Purchase Order, the Purchase Order will nonetheless have deemed to be accepted if Room45 has already commenced with the performance, insofar as such commencement of the performance results from arrangements or statements by or on behalf of the Customer on which Room45 could reasonably rely, and in such circumstances a valid and binding agreement will come into existence between Room45 and the Customer based upon the Purchase Order.
- 3.4 Arrangements between Room45 and the Customer's representative, which include third parties that have been contracted to represent the Customer, are binding on the Customer. For the avoidance of doubt, the Customer will provide Room45 with a list containing its authorized staff on-site on first request.

Article 4 Customer Design

- 4.1 Customer and Room45 can agree to include or apply Customer Designs to the Goods (excluding Rental Goods). The Customer is responsible for providing Room45 with the Customer Design(s) according to the deadlines included in the Offer and in the format(s) as specified by Room45 from time to time; any failure to make the deadlines or specified formats by the Customer does not constitute a breach of any term, condition or Room45's obligations under the Purchase Order nor shall it entitle Customer to terminate the Purchase Order.
- 4.2 If required, Room45 can provide the Customer with a pre-production sample based on the Customer Design agreed between the Room45 and the Customer. The preproduction Customer Design can be (a combination of) a full-scale reproduction, a model, (audio)visuals, pictures and/or written specifications, depending on the available deadlines for production and shipping and/or specific agreement with the Customer. Unless agreed otherwise, any costs related to the shipment of the pre-production Customer Design will be invoiced by Room45 to the Customer, even if Customer terminates the Purchase Order.
- 4.3 The Customer agrees and accepts that any pre-production Customer Design is merely illustrative of the general type and quality of the Good(s) and does not represent that the Goods will conform to the Customer Design. The Customer shall have no claim against Room45 in the event that the sample differs in any way to the goods supplied.
- 4.4 Taking into account the available deadlines, the Customer agrees to review a pre-production Customer Design as soon as possible taking into account the timelines and Release Date as agreed between Room45 and the Customer, and to promptly either (i) approve the Customer Design in writing or (ii) provide written comments, objections, corrections, changes or amendments Customer wishes made to the Customer Design. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment. Any and all objections, corrections, changes or amendments shall be subject to those Conditions. In the absence of any notice from Customer, the Customer Design shall be deemed accepted.
- 4.5 Unless otherwise agreed in writing, and except as otherwise provided for herein, Customer shall pay (additional) charges in relation to changes requested by Customer on a time and materials basis. Such charges shall be in addition to all other amounts payable, despite any maximum budget, contract price or final price identified therein and shall include any costs resulting from or associated with a Customer's failure to meet the deadlines or specified formats of article 4.1 above. Room45 has the right to extend or

modify any delivery schedule or deadlines (including Release Date) and deliverables as may be required by such changes.

- 4.6 The Customer herewith acknowledges and agrees that Room45' ability to meet any and all schedules including the Release Date is entirely dependent upon Customer's prompt performance of its obligations to provide Customer Designs, materials and written approvals and/or instructions pursuant and that any delays in Customer's performance or changes to the Goods and Services requested by the Customer may result in a delay of delivery of the Goods and Services. Any such delay shall not constitute a breach of any term, condition or Room45' obligations under the Purchase Order. The Customer shall have no claim against Room45 by virtue of any such delay.

Article 5 Remuneration and Payment

- 5.1 Unless agreed otherwise in writing, all prices, costs and invoices shall be calculated in Euros. All invoices exclude value added tax, duties and any other levies that may be imposed by the authorities unless agreed otherwise. All payments must be done including value added tax and any other levies that may be imposed by the authorities.
- 5.2 The Customer will pay the Price in accordance with the Payment Plan as specified in the Purchase Order.
- 5.3 Unless agreed otherwise in writing, the Customer shall make all payments within fourteen (14) days from the date of the invoice. If, in Room45' opinion, the Customer's financial position or payment behaviour gives cause, Room45 will be entitled to require the Customer to provide (additional) security without delay in a form to be decided by Room45.
- 5.4 If the Customer fails to pay within the stipulated deadline (fourteen days from the date of the invoice unless agreed otherwise in writing), the Customer will automatically be in default and forfeit a penalty amount of 5% of the outstanding amount without a notice of default being required. In addition, Room45 will be entitled to charge the legal interest rate due.
- 5.5 Complaints concerning the level of the sum invoiced must be submitted in writing and directly to Room45 within fourteen (14) days following the date of dispatch of the invoice, failing which the Customer's right to object to the level of the sum invoiced will lapse.
- 5.6 If the Customer fails to pay the sum due, Room45 will pass on its claim for collection to a third party and all expenses incurred will be borne fully by the Customer. Should the Customer fail to discharge its payment obligation or do so in time, Room45 has a right of retention with regard to the Goods until the payment has been discharged in full. The Customer is not allowed to offset any claims of whatsoever nature against the Price payable.
- 5.7 The Price will be agreed on the basis of the prices current at the date of the acceptance of the Purchase Order excluding transport, duties, clearance and handling costs which are provided as an indication only and the Customer cannot derive any rights from such indications. Should Room45 incur price increases between the date of acceptance of the Purchase Order and that on which the obligation under the Purchase Order is discharged - e.g. with regard to taxes, duties, transportation costs, currency and/or rate fluctuations - Room45 will be entitled to charge such increase through to the Customer.
- 5.8 If the Purchase Order has been concluded with more than one Customer, each of the Customers will be jointly and severally liable towards Room45 for payment of all remuneration and charges.

Article 6 Customer Obligations

- 6.1 The Customer will determine the location of the Accommodation Site and is responsible to ascertain that the Goods can be safely and legally assembled at this determined location, taking into account the property rights of any third party.
- 6.2 The Customer undertakes to
- (i) provide Room45 without delay, fully and correctly with all data, information and documents requested and

- (ii) inform Room45 of any obstacle or object up, near and above the ground that impacts or impedes the assembly of the Goods at the Accommodation Site, including but not limited to any (underground) pipes, cables, wiring, condition of the surface as well as the gradient.
- 6.3 The Customer shall be responsible for obtaining timely any required permits and/or exemptions from third parties for the assembly and disassembly of the Goods and the delivery of the Services. Refusal or withdrawal of a permit is not a valid reason for cancellation of the Purchase Order. The Customer shall indemnify Room45 for any damages or claims of third parties regarding permissions or exemptions that have not or not timely been obtained.
- 6.4 In relation to Rental Goods, the Customer is obliged to maintain a property liability insurance policy with sufficient coverage. At the request of Room45, the Customer shall provide appropriate details of the insurance policy. The Customer shall immediately inform Room45 of anything that might affect the insurance cover.
- 6.5 The Customer guarantees that on the days scheduled for assembly as well as disassembly of the Goods, the Accommodation Site (and the Storage Site, if applicable) shall be without any obstacles and/or garbage, and freely and easily accessible for any Room45 crew, trucks and other vehicles required for the transport and assembly of the Goods (as well as disassembly for Rental Goods, if any). If the Goods (before assembly) have been stored at the Storage Site, the Customer shall be responsible for sufficient available space for storage (to be confirmed by Room45) and adequate means of transportation for the Goods as well as the crew to and from the Storage Site to the Accommodation Site. If access to the Accommodation Site (and the Storage Site) is delayed during assembly and disassembly, irrespective of the reason, the Customer will fully indemnify Room45 in relation to any damages, losses and expenses as a result of the delay.
- 6.6 The Customer shall be responsible for the disposal of any garbage, waste and/or other goods (including non-Rental Goods) left at the Accommodation Site and Storage Site after the event.
- 6.7 The Customer shall be responsible for organising and maintaining adequate security on the Accommodation Site (and Storage Site, if applicable) before, during and after the event to guard the Goods and crew against any harm, loss or theft unless Parties have agreed otherwise. The Customer will ensure that Room45 crew has access to all and any locations before, during and after the event that are required in order to provide the Services.
- 6.8 Room45 and Customer may agree in the Purchase Order that Customer shall be responsible to provide for certain (additional) services (which may include specialized equipment and/or staff) in order to enable Room45 to assemble and deliver the Goods and/or provide the Services in time. Customer guarantees the timely availability of any such services to Room45 and shall be responsible for any delays (including any costs) or if the services have not or cannot be adequately provided.
- 6.9 The Customer undertakes to discharge Room45 from all obligations and instructions from the authorities that concern any activity of the Customer or Room45 in connection with the Purchase Order. The Customer will fully assist Room45 in discharging its obligations under the Purchase Order.
- 6.10 Should the Customer fail to discharge any of its obligations (including providing any additional services for which the Customer is responsible), or do so properly, the Customer will without further notice be in default and liable for any delay and/or additional cost in providing the Goods and Services, including but not limited to demurrage and/or detention charges. Room45 will be entitled to suspend the provision of Goods and Services or any or all of its obligations under the Purchase Order.

Article 7 Delivery and Inspection

- 7.1 The Goods will be delivered at the Accommodation Site unless Customer and Room45 have agreed to deliver the Goods at the Storage Site. In case the Customer refuses or fails to accept the Goods or as the result of any other action of the Customer resulting in the delay of delivery of the Goods, the Goods will be transported and stored at the expense of the Customer and Room45 shall demand payment as if delivery had been made.

- 7.2 Provided payment has been made in full by the Customer in accordance with the Purchase Order, the Goods will be assembled on the determined location at the Accommodation Site and will be made available to the Customer on the Release Date. The Release Dates will become binding only at the point when the Purchase Order has been concluded or, if later, on receipt of all necessary data, information and documents.
- 7.3 On the Release Date, Room45 and the Customer shall jointly inspect the Goods and make up the Transfer Report. Not performing this inspection is for the Customer's own risk and account. Subject to article 7.6 below, where the Customer has accepted, or has been deemed to have accepted the Goods, the Customer shall not be entitled to reject the Goods which are not in accordance with the product specifications.
- 7.4 Risk in and to the Goods shall pass from Room45 to the Customer on the Release Date.
- 7.5 The Goods are considered to be defective if the Goods or the condition of the Goods, beyond the control of the Customer, do not live up to the use that could reasonably be expected by the Customer upon accepting the Purchase Order. The Customer is obliged to notify Room45 of any defective Goods during the inspection on the Release Date while making up the Transfer Report unless the Customer could not reasonably be aware of the defect at that moment. In case of (a) defective Good(s) or parts thereof, in so far as feasible Room45 will arrange for replacement of such Good(s) or parts thereof with similar products, parts or alternatives that shall have similar functionalities.
- 7.6 In the event that the Customer fails to notify Room45 of any defective Goods on the Release Date, the Customer shall be deemed to have accepted that the Goods were in good order and condition as at the Release Date and shall not be entitled to dispute the condition of the Goods at any future time unless the Customer could not reasonably be aware of the defect at that moment.
- 7.7 The Customer shall immediately notify Room45 in writing on discovery of any complaint regarding the execution by Room45 of the Purchase Order, but in any event within two (2) days from the point when the Customer could reasonably have discovered the defect or shortcoming. Should the Customer fail to do so, Room45 will be deemed and the Customer will no longer have any legal recourse regarding any shortcoming or defect.

Article 8 Return of Rental Goods

- 8.1 The Customer will return the Rental Goods (including associated furnishings) to Room45 on expiry of the Rental Period in the same condition as described in the Transfer Report, normal wear and tear excluded. Parties will inspect the Goods jointly upon the expiry of the Rental Period. If the Customer does not cooperate with this inspection, Room45 has the right to execute the inspection without the presence of the Customer and Room45' findings will be binding upon the Customer.
- 8.2 Unless agreed otherwise in writing, the Customer shall be responsible that the Rental Goods (including associated furnishings) shall be returned in a clean and neat condition, i.e. broom clean and free of garbage and excessive mud and other dirt. Any goods of the Customer or any third party in the Rental Goods that have not been removed by the Customer will be removed by Room45. All costs of removal and disposal will be for the account of the Customer. If the Customer fails to return the Rental Goods in a clean condition, all costs of cleaning will be for the account of the Customer.
- 8.3 If Customer does not properly return the Rental Goods on expiry of the Rental Period, Customer shall pay a pro rate rental price calculated per day for each day that the Rental Goods have not been returned and disassembled as well as any damages incurred by Room45 caused by the late return, including but not limited to the costs for all personal and equipment delivered on the original as well as the actual date of disassembly of the Rental Goods.

Article 9 Outsourcing, Overtime and Reduced Working

- 9.1 Room45 employs third parties in the execution of the Purchase Order and is entitled to outsource and/or assign the providing of the Services wholly or partly to one or more third parties provided that this shall not result in the Customer receiving a service essentially different from the service agreed.
- 9.2 The Customer is not entitled to (wholly or partly) transfer its obligations and/or rights under the Purchase Order to third parties unless with Room45' explicit consent in writing.
- 9.3 Should the proper provision of the Services render it necessary, Room45 - in consultation with the Customer - will be entitled to change or supplement the agreed Services.
- 9.4 Should the Customer authorise Room45 within the framework of the Purchase Order to conclude agreements achieved with third parties on behalf of the Customer and/or on its account and/or to undertake other actions or transactions on the Customer's behalf, the Customer will ensure that the Customer will discharge all obligations towards Room45 resulting from the said agreements and/or actions or transactions. The Customer will hold Room45 harmless against third party claims directly or indirectly connected with discharge or non-discharge by the Customer of the said obligations and the Customer will hold Room45 fully harmless against all loss and expenses (including legal costs) of Room45 directly and/or indirectly connected with these claims.

Article 10 Responsibilities

- 10.1 The Customer is not permitted to use the Goods for purposes other than those for which the Goods are intended.
- 10.2 Unless Room45 has given its prior approval in writing, the Customer or third parties instructed by the Customer are not permitted to make any alterations to the Goods. Changes and alterations made by the Customer, whether or not with permission of Room45, are not part of the Goods. Any such changes or alterations will be for the risk of the Customer and, in relation to the Rental Goods, must be removed at the expiry of the Rental Period. If the Customer fails to undo any changes or additions, the costs for the removal will be for account of the Customer.
- 10.3 The Customer will comply with all instructions given by Room45 concerning proper and safe use of the Goods and associated furnishings.
- 10.4 The Customer is not permitted to use anything that could be hazardous to the Goods or the environment of the Goods in or around the Goods nor act in violation of the instructions given by Room45 concerning proper and safe use of the Goods.
- 10.5 The Customer shall be responsible to ensure that all fire extinguishing provisions, exit and escape routes are at all times free and accessible and comply with local regulations and requirements.
- 10.6 Despatch or supply of the Goods by or on behalf of Room45 to any third person on specific request of the Customer, will at all times be made at the Customer's risk and on his account.
- 10.7 If the terrain or environment on which the Goods are (to be) assembled and/or disassembled, turns out to be polluted, the Customer will be liable for any damages to the Goods and the Customer is responsible for costs related to neutralizing and/or removing the pollution and/or for the required measures to do so. The Customer indemnifies Room45 against any claims from third parties resulting from the foregoing, including government bodies.

Article 11 Liability and Indemnity

- 11.1 The Customer is at all times responsible for the use and consequences of use of the Goods supplied by Room45 to the Customer. The Customer indemnifies Room45 and holds Room45 harmless against any and all claims of whatsoever nature, howsoever arising, made by the Customer and any third parties, including but not limited to site crew, persons renting the Goods, or any members from the public. This limitation will not apply to claims or damages caused by Room45' negligence or wilful misconduct.

- 11.2 The Customer undertakes to compensate Room45 for all damages of whatsoever nature, including legal expenses incurred by Room45, arising from any third-party claim.
- 11.3 The Customer shall be liable for all loss of any nature whatsoever sustained by the use of the Goods or in respect of the use of the Goods acquired by the Customer.
- 11.4 Unless caused or the result by the negligence or wilful misconduct of Room45, the Customer indemnifies and holds Room45, its employees, officers, directors and personnel harmless against any claims of whatsoever nature, howsoever arising, in relation to the use of the Goods, including, without limitation, any loss, injury, illness, death or damage to property, including any claims for consequential losses.
- 11.5 The Customer shall be liable for any damages and losses caused by the Customer or third parties to the Rental Goods (normal wear and tear excluded) and any goods provided by Room45 to the Customer on loan or on hire or used by Room45 in the performance of the Purchase Order. The Customer will fully compensate Room45 for any damages and losses.
- 11.6 Room45 is not liable for water damages, fire damages, theft or destruction of any kind.
- 11.7 In so far as Room45 could be held liable based on mandatory law, Room45' overall liability on account of attributable shortcomings in the performance of the Purchase Order is limited to payment of direct damages, provided that such liability will at all times be limited to the invoice value of the service that gave rise to the damages, and in any case, at all times limited to the amount that would be payable under Room45' liability insurance in the matter concerned.
- 11.8 Any liability of Room45 for indirect damages caused to the Customer or any third party, including consequential damages, loss of profit, loss of savings and damage through stagnation of the business, etcetera, is herewith expressly excluded.

Article 12 Ownership

- 12.1 The ownership to any Goods (excluding Rental Goods) including any associated furnishings that have been sold and delivered to the Customer, remains with Room45 until the Price has been fully paid and shall only pass to the Customer once payment having been made in full with regards to any and all outstanding payments.
- 12.2 The ownership to any Rental Goods including associated furnishings delivered to the Customer, remains with Room45 at all times. The Customer shall be entitled to make use of the Rental Goods as part of the normal conduct of its business. The Customer shall not grant third parties security rights in respect of the Rental Goods provided.
- 12.3 Should the Customer fail to discharge its payment obligations towards Room45, Room45 will be irrevocably authorised, without notice of default being required at the Customer's expense to recover goods provided to it from the place where they are located, or to have them recovered. The Customer undertakes to cooperate with Room45 in every way should it have recourse to the said rights.
- 12.4 It is expressly recorded and agreed that the Goods do not accede to the land upon which they are erected, that the Goods can be removed without damage being caused and that Room45 will be entitled to remove and retake possession of the Goods in the event that payment has not been made in terms of the provisions of the Purchase Order.

Article 13 Confidentiality and Intellectual Property

- 13.1 The Parties shall maintain absolute confidentiality with regard to all data, information, promotional materials, samples, visual materials and/or documents that it has received from the other Party and shall not reproduce any such materials in any form without the explicit prior written consent of the other Party.
- 13.2 Copyright and other intellectual property rights to communication and plans, strategies, advice, tenders, offers, documentation, designs, drafts, recordings and any other goods produced by or on instructions from either party to the other party, remains with the producing party or its licensors at all times. Each

party shall be entitled only with the express written consent from the other party to use, duplicate or release the said materials unless expressly permitted by the other party.

- 13.3 Unless otherwise provided in the Purchase Order, both Parties expressly acknowledge and agree that all copyright, designs, trademarks and any and all other intellectual property rights and materials, including but not limited to patents, rights in goodwill, designs, confidential information, know-how and trade secrets, whether registered or unregistered and including all applications (and rights to apply for such rights), now or in the future, in any part of the world, shall remain at all times vested with each Party and/or their respective owners.
- 13.4 If and where the Customer has requested Room45 to include logos, trademarks, etcetera on the Goods, Customer shall provide Room45 with the required approvals, (sub)licenses and/or reproduction rights (if and so far as required) and Customer is responsible for observing the intellectual property rights of any third parties. Customer shall indemnify Room45 in this respect against any third-party claims.

Article 14 Force Majeure

- 14.1 In the event of force majeure, each party will be relieved of its obligations hereunder for as long as the obstruction concerned continues to exist. Force majeure means any circumstances beyond a party's control whereby discharge of such party's obligations hereunder are wholly or partly prevented or whereby discharge of the obligations cannot reasonably be expected.
- 14.2 Force majeure within the meaning of this Article includes but is not limited to suspension of imports, exports and/or transits, machinery breakdown, business interruption, energy cuts, supply problems, changes in the regulations, government measures, terrorism (or threat thereof), interrupted production, labour regulations, extreme weather conditions including wind, hail or thunderstorms, frost, natural catastrophe, fire, explosion or efflux of hazardous substances and /or gasses or risk of such, failure of duties on the part of third parties such as suppliers and haulage companies, industrial action/strike, blockade and government regulations, war and/or threat of war.

Article 15 Cancellation

- 15.1 The Customer is not entitled to cancel the Purchase Order, be in a partial or full cancellation. Should the Customer nonetheless cancel the Purchase Order for any reason, the Customer shall reimburse the Price including VAT to Room45 in full.

Article 16 Breach, Dissolution and Suspension

- 16.1 Unless agreed otherwise in the Purchase Order and the Conditions, in the event of any party ("the defaulting party") breaching of any of the provisions of this Agreement, and remaining in breach thereof after receiving 14 (fourteen) days written notice from the other party ("the aggrieved party") to remedy such breach, the aggrieved party shall be entitled, but not obliged, in addition to any other rights which it may have or remedies which may be available to it, including but not limited to the right to claim damages:
- (i) to cancel the Purchase Order, without prejudice to its rights to claim damages; or
 - (ii) to claim specific performance of the defaulting party's obligations in terms of the Purchase Order; and
 - (iii) in the event that the Customer breaches by failing to pay any instalment of the purchase price on due date and failing to remedy such breach upon notice being given as set out above, then the full amount outstanding by the Customer to Room45 shall become due and payable immediately and the aggrieved party Room45 shall be entitled to recover such full amount.
- 16.2 The Parties shall be entitled to dissolve the Purchase Order with each other wholly or partly, without further notice of default or recourse to the courts being required, or – at its discretion – to suspend further execution of the Purchase Order if:

- (i) a Party is declared bankrupt and/or has filed bankruptcy;
- (ii) a Party is granted legal suspension of payments;
- (iii) a Party is placed under court management;
- (iv) Party's legal entity is dissolved or the Customer's undertaking is liquidated.

Article 17 Severability

17.1 If any provision of the Purchase Order between Room45 and the Customer (including for the avoidance of doubt these Conditions as well as any schedules and appendices attached thereto) is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions, all of which shall remain in full force and effect, and the Parties hereto shall consult with each other in order to replace the invalid or unenforceable provisions by provisions which comply with the objects, wishes and intentions of the Parties as expressed in the Purchase Order.

Article 18 Variation

- 18.1 If the Customer wishes to amend (part of) the Purchase Order, the execution thereof or the scope of the Goods and Services, such changes must be notified to Room45 in writing. Any changes are for the risk and account of the Customer. Room45, without being in default, is entitled to reject requests for changing the Purchase Order.
- 18.2 No addition to or variation of the Purchase Order or any provision or term hereof shall be binding upon the Parties unless set out in writing, expressed to amend the Purchase Order and signed by the duly authorized representative(s) of each Party.
- 18.3 If an amendment to the Purchase Order results in changes to the terms of quality, quantity or the Release Date, Room45 is entitled to increase the Price. Room45 will notify the Customer accordingly in advance to the greatest possible extent.

Article 19 Language

19.1 The language of the Purchase Order and the transactions envisaged by it is English and all notices demands, requests, statements, certificates or other documents or communications which relate to the Purchase Order shall be in English.

Article 20 Applicable law and Competent Court

- 20.1 The Purchase Order (including these Conditions) shall be governed by Dutch law. Any disputes between the parties in connection with the Purchase Order and these Conditions shall be settled before the competent court in Amsterdam to the exclusion of any other court.
- 20.2 The United Nations Convention on Contracts for the International Sale of Goods is explicitly not applicable to the Purchase Order.