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## Terms and Conditions Kings & Queens Veenendaal B.V.

### Article 1. General

1. These terms and conditions apply to every offer, quotation and agreement between Kings & Queens Veenendaal B.V. acting under the names Escape room Veenendaal and Fox in a Box Veenendaal, hereinafter referred to as "User", and a Client to which the User has Declared these conditions applicable, insofar as the parties have not explicitly deviated from these conditions in writing.
2. The present terms and conditions also apply to agreements with user, for the execution of which user third parties should be involved.
3. These general terms and conditions are also written for the employees of user and his management.
4. The applicability of any purchase or other conditions of the client is expressly rejected.
5. If one or more provisions in these general terms and conditions at any time are wholly or partially void or may be destroyed, it remains in these general terms and conditions fully applicable. User and the client will then consult in order to agree new provisions to replace the void or destroyed provisions, respecting as much as possible the purpose and scope of the original provisions Taken.
6. If there is any ambiguity regarding the interpretation of one or more provisions of these general terms and conditions, then the explanation must be "in the spirit" of these provisions.
7. If there is a situation between the parties that is not governed by these general conditions, this situation should be assessed in the spirit of these general terms and conditions.
8. If user does not always require strict compliance with these terms, this does not mean that the provisions thereof do not apply, or that user would lose to any extent the right to in other cases the punctual observance of the provisions of these conditions.

### Article 2 quotations and offers

1. All quotations and offers from user are without obligation, unless a deadline for acceptance has been made in the offer. If no acceptance period has been set, the offer or offer may not in any way be derived from any right if the product covered by the tender or offer is no longer available in the meantime.
2. User cannot be held to his tenders or offers if the client can reasonably understand that the tenders or offers, or a part thereof, contains an obvious mistake or error.
3. The prices quoted in a quotation or offer are exclusive of VAT and other government levies, any costs incurred in connection with the agreement, including travel and accommodation, shipping and handling costs, unless otherwise Indicated.
4. If the acceptance (whether or not on subordinate points) differs from that offered in the offer or the offer, then the user is not bound by it. The agreement will not be established in accordance with this deviating acceptance unless user indicates otherwise.



5. A composite quote does not oblige user to perform part of the contract at a corresponding part of the quoted price. Offers or quotations do not automatically apply to future orders.

#### Article 3 Contract duration; Implementation deadlines, risk transition, implementation and Amendment Agreement; Price

1. The agreement between user and the client is contracted for an indefinite period, unless the nature of the agreement results otherwise or if the parties expressly and in writing otherwise agree.
2. If a deadline has been agreed or specified for the performance of certain activities or for the delivery of certain items, this is never a deadline. If a period is exceeded, the client must therefore notify the user in writing. User should be given a reasonable time to implement the agreement.
3. User will carry out the agreement in the best sense and ability and in accordance with the requirements of good craftsmanship. This is based on the currently known state of Science.
4. User has the right to have certain activities performed by third parties. The applicability of article 7:404, 7:407 paragraph 2 and 7:409 BW is expressly excluded.
5. If user or user-enabled third parties are carried out in the context of the assignment work at the location of the principal or a location designated by the client, the client shall provide free of charge for the Staff reasonably desirable facilities.
6. Delivery is done off-company of user. The client is obliged to take matters when they are made available to him. If the client refuses to decline or is negligent in providing information or instructions necessary for the delivery, user is entitled to store the goods at the expense and risk of the client. The risk of loss, damage or impairment goes to the client at the moment when matters are available to the client.
7. User is entitled to execute the agreement in different phases and to invoice the part thus executed separately.
8. If the agreement is carried out in phases, user may suspend the execution of those components which fall into the next stage until the client has approved the results of the preceding phase in writing.
9. The client shall ensure that all data, of which user indicates that they are necessary or which the client reasonably ought to understand to be necessary for the performance of the agreement, to user in good time be provided. If the data required for the implementation of the Agreement have not been provided to user in time, user shall have the right to suspend the execution of the Agreement and/or the additional costs resulting from the delay in accordance with the Charges to the client. The execution period does not commence sooner than after the client has made the data available to user. User is not liable for damage, of whatever nature, because user is assumed incorrect and/or incomplete data provided by the client.
10. If during the execution of the agreement it appears that it is necessary for a proper implementation of it to amend or supplement it, then the parties will proceed in a timely manner and in mutual agreement to adapt the agreement. If the nature, extent or content of the agreement, whether or not at the request or designation of the principal, of the competent authorities et cetera, is amended and the agreement is changed qualitatively and/or quantitatively, this may Consequences for what was originally agreed. This may also increase or decrease the amount originally agreed. User will do so as much as possible in advance price quote. An amendment to the agreement may also alter the period of execution originally specified. The client accepts the possibility of amending the agreement, including the change in price and term of execution.
11. If the agreement is amended, including a supplement, then user is entitled to first implement it after it has been agreed by the within user authorized person and the client



has agreed to the Price and other conditions specified for the implementation, including the time to be determined to which it will be implemented. Failure or non-immediate execution of the amended Agreement does not result in a default of user and is not a basis for the client to cancel the agreement or to void it.

12. Without failing to do so, user may refuse a request for amendment of the agreement, if this could have a qualitative and/or quantitative effect, for example, for the work to be carried out in that framework or to deliver Affairs.
13. If the client is in default of the proper fulfilment of what he is obliged to do to the user, the client is liable for any damage on the part of the user thereby arising directly or indirectly.
14. If the user agrees with the client a fixed fee or set price, then user is nevertheless entitled at all times to increase this fee or this price without the client being entitled in that case to the agreement to Reason to dissolve if the increase in the price arises from a jurisdiction or obligation under the law or regulation or its cause in an increase in the price of raw materials, wages et cetera or on other grounds which, when entering into the reasonably foreseeable.
15. If, unlike as a result of an amendment to the agreement, the price increase exceeds 10% and takes place within three months of the conclusion of the contract, only the sponsor who has recourse to Title 5 Section 3 of Book 6 BW is entitled to terminate the Agreement by a written declaration, unless user is willing to execute the agreement on the basis of the originally agreed; If the price increase arises from a jurisdiction or a user-resting obligation under the law; If it is stipulated that the delivery will take place more than three months after the conclusion of the Agreement; Or, upon delivery of a case, if it is stipulated that the delivery will take place more than three months after the purchase.

#### Article 4 suspension, dissolution and interim termination of the agreement

1. User is entitled to suspend the fulfilment of the obligations or terminate the agreement, if the client does not fulfil the obligations of the Agreement, not in full or not timely, after the conclusion of the Agreement user to the knowledge Circumstances give good ground to fear that the client will not fulfil the obligations if the sponsor is requested to provide security for the fulfilment of his obligations under the agreement when the contract is concluded. Agreement and this security is not sufficient or if due to the delay on the part of the client no longer can be demanded of user that he will fulfil the agreement against the originally agreed conditions.
2. In addition, user is entitled to terminate the agreement if circumstances arise which are such that the fulfilment of the agreement is impossible or if there are other circumstances that are such that such unaltered Maintenance of the agreement cannot reasonably be taken from user.
3. If the contract is dissolved, the claims of user on the client are immediately payable. If user suspends fulfilment of the obligations, he retains his claims from the law and agreement.
4. If the user proceeds to suspend or dissolve, he shall in no way be obliged to compensate for damages and costs incurred in any way whatsoever.
5. If the dissolution is attributable to the client, the user is entitled to reimbursement of the damage, including the costs, resulting directly and indirectly.
6. If the client fails to fulfil its obligations under the contract and justifies the termination of the breach, user is entitled to terminate the agreement immediately and with immediate effect without any obligation For the sake of payment of any compensation or indemnity, while the principal is obliged, on the basis of default, for damages or compensation.
7. If the agreement is terminated by user in the interim, user will, in consultation with the client, take care of the transfer of work still to be done to third parties unless the termination is attributable to the client. If the transfer of the work for the user entails



additional costs, they will be charged to the client. The client is obliged to comply with these costs within the aforementioned period, unless user indicates otherwise.

8. In case of liquidation, of (application of) suspension of payment or bankruptcy, of seizure – if and insofar as the herd has not been lifted within three months – to the charge of the principal, of debt restructuring or another circumstance by which The client can no longer freely dispose of his assets, the user is free to cancel the agreement immediately and with immediate effect, or annule the order or agreement, without any obligation to pay compensation or compensation. The claims of user on the client are in that case immediately payable.
9. If the client cancels a placed order in whole or in part, the work carried out and the items ordered or prepared for it will be increased, plus the possible supply and delivery costs and the Working time, will be fully charged to the client.

#### Article 5 Force Majeure

1. User is not obliged to fulfil any obligation to the client if he is prevented from doing so as a result of a circumstance that is not due to guilt, and neither under the law, a legal act or in the Traffic force Its account.
2. Force majeure is understood in these general terms and conditions, in addition to what is understood in the law and jurisprudence, all of the causes, foreseen or unforeseeable, on which user cannot exert influence, but which User is unable to fulfil his obligations. Work strikes in the company of user or third parties. User also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment of the agreement occurs after user should have fulfilled his commitment.
3. User may suspend the obligations under the Agreement during the period that the force majeure continues. If this period lasts longer than two months, then each Party shall be entitled to dissolve the agreement, without obligation to compensate for damage to the other parties.
4. As far as the user at the time of the onset of force majeure, his obligations under the Agreement have now been partially fulfilled or will be able to fulfil, and to the fulfilled portion of independent value to be complied with, is User is entitled to invoice the part of the section that has already been complied with separately. The client is obliged to comply with this invoice as if it were a separate agreement.

#### Article 6 payment and collection costs

1. Payment must always be made within 14 days after the invoice date, on a user-specified manner in the currency in which it was invoiced, unless otherwise indicated in writing by user. User is entitled to invoice periodically.
2. If the client defaults to the timely payment of an invoice, the client is legally in default. The principal shall then owe an interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is payable. The interest on the amount payable will be calculated from the moment the principal is in default until the moment of payment of the total amount owed.
3. User has the right to have the payments made by the client to stretch in the first place in order to deduct the costs, then to deduct the open interest rate and finally to deduct the principal amount and the current interest. User can, without coming into default, refuse an offer of payment, if the client designates a different order for the allocation of the payment. User can refuse full repayment of the principal, if not also the open cases and accrued interest and collection costs are fulfilled.
4. The client shall never be entitled to set off the payment by him to the user. Objections to the amount of an invoice do not suspend the payment obligation. The sponsor who does



not have recourse to section 6.5.3 (articles 231 to 247 Book 6 BW) is also not entitled to make the payment of an invoice for another reason Aprons.

5. If the client is in default in the (timely) fulfilment of his obligations, then all reasonable costs for obtaining satisfaction will be borne by the client. The failure of the principal who is a natural person, who does not act in the exercise of a profession or business (private client), enters after he has been appointed to pay within fourteen days after the day of collection and payment Amenorrhoea. The reminder shall also indicate the consequences of the absence of payment. The extrajudicial costs are calculated on the basis of what is customary in the Dutch collection practice. However, if user has made higher costs for collection that were reasonably necessary and the client is not a natural person who does not act in the exercise of a profession or business (business client), the actual Costs incurred for consideration. Any judicial and enforcement costs incurred will also be recovered from the client. The client is also owed interest on the collection costs owed.

#### Article 7 retention of title

1. The user-supplied by the Agreement shall remain the property of user until the client has complied with all obligations arising from the agreement (s) concluded with the user.
2. Provided by the user, pursuant to paragraph 1. is subject to the retention of title, must not be resold and may never be used as a means of payment. The sponsor is not authorised to pledge or otherwise object to the subject of the retention of title.
3. The client is always required to do what is reasonably expected of him to secure the property rights of user. If third parties confiscate or assert the rights delivered under retention of title, the client is obliged to immediately inform the user thereof. Furthermore, the client undertakes to insure the goods delivered under retention of title and to keep them insured against fire, explosion and water damage as well as against theft and to inspect the policy of this insurance on first request to user Give. In the possible benefit of the insurance, the user is entitled to these tokens. As far as necessary, the client undertakes, in advance, to cooperate with the user in order to provide his cooperation with all that is necessary or desirable in that context.
4. In the event that the user wishes to exercise the proprietary rights specified in this article, the client shall give unconditional and non-revocable consent to user and user to appoint third parties in advance to enter all those places Where the user's property is located and take it back.

#### Article 8 guarantees, investigations and complaints, limitation period

1. The goods to be supplied by the user comply with the usual requirements and standards that can be reasonably stated at the time of delivery and for which they are intended for normal use in the Netherlands. The warranty referred to in this article applies to cases intended for use within the Netherlands. When used outside the Netherlands, the client must verify that its use is suitable for use there and fulfil the conditions set out therein. In that case, the user may set other warranty and other conditions in respect of the goods to be delivered or the work to be carried out.
2. The guarantee referred to in paragraph 1 of this article shall be valid for a period of 1 month after delivery, unless the nature of the delivered results otherwise or the parties have agreed otherwise. If the warranty provided by the user relates to a case produced by a third party, the guarantee shall be limited to that provided by the producer of the case, unless otherwise stated.
3. Any form of warranty shall lapse if a defect arises as a result of or arises from improper or improper use thereof or use after the expiry date, improper storage or maintenance by the client and/or by Third parties where, without the written consent of the user, the client or





- third parties have made changes to the case or attempted to make any other matters which are not to be confirmed or If they were processed or modified in a manner other than that prescribed. The sponsor shall not be entitled to any warranty if the defect is caused by or is the result of circumstances in which user cannot exercise any influence, including weather conditions (such as, but not limited to, Extreme rainfall or temperatures) et cetera.
4. The client is obliged to investigate the delivered goods, immediately at the time that the items are made available to him or the relevant work carried out. In addition, the sponsor shall examine whether the quality and/or quantity of the delivered corresponds to what has been agreed and satisfies the requirements agreed by the parties in that regard. Any visible defects must be reported to user in writing within seven days of delivery. Any non-visible defects should be notified to the user in writing immediately, but in any case at the latest within fourteen days of their discovery. The report should contain as detailed a description as possible of the defect, so that user is able to react adequately. The client must provide the user with the opportunity to investigate a complaint.
  5. If the client claims in good time, this does not suspend his payment obligation. In that case, the client will also be obliged to purchase and pay the goods otherwise ordered and to which he has instructed the user.
  6. If a defect is reported later, the client will no longer be entitled to repair, replacement or compensation.
  7. If it is established that a case is defective and has been recovered in good time, then user shall, within a reasonable period of time after return receipt thereof, or, if return is reasonably not possible, written Notice in respect of the defect by the client, at the discretion of user, replacement or care for recovery thereof or replacement fee to the client. In Case of replacement, the client is obliged to return the replaced case to user and to provide the property to user, unless user indicates otherwise.
  8. If it is established that a complaint is unfounded, then the costs incurred thereby, including the research costs, on the side of user thereby fallen, integral on behalf of the client.
  9. After the expiry of the warranty period, all costs for repair or replacement, including administration, shipping and forwarding costs, will be charged to the client.
  10. By way of derogation from the statutory limitation periods, the limitation period of all claims and defences against user and the user involved in the execution of a contract shall be one year.

#### Article 9 Liability

1. If the user is liable, this liability is limited to what is regulated in this provision.
2. User is not liable for damage, of whatever nature, caused by the user's assumption of incorrect and/or incomplete data provided by or on behalf of the client.
3. If the user is liable for any damage, the liability of the user is limited to a maximum of twice the invoice value of the order, at least to that part of the order to which the liability relates.
4. The liability of the user is in any case always limited to the amount of the payment of his insurer, where appropriate.
5. User is solely liable for direct damage.
6. Direct damage shall be understood to mean only the reasonable costs of determining the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these conditions, any reasonable costs incurred to Defective user's performance to the agreement, for as much as they can be attributed to user and reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions. User is never liable for indirect damages, including consequential damages, lost profits, lost savings and damage due to business stagnation.



7. The limitations of liability set out in this article do not apply if the damage is due to intent or gross negligence of user or his managerial subordinates.

#### Article 10 indemnification

1. The client indemnifies the user against any claims by third parties, which suffer damage in connection with the execution of the agreement and whose cause is attributable to other than to user. If user could be addressed by third parties for this purpose, then the client is obliged to assist the user both outside and in legal proceedings and to do so without delay all the things that may be expected of him in that case. Should the client fail to take appropriate measures, user, without notice of default, shall be entitled to proceed to that effect. All costs and damage on the part of the user and third parties thereby arise, are integral at the expense and risk of the client.

#### Article 11 Intellectual Property

1. User retains the rights and powers that it provides to him under the copyright law and other intellectual laws and regulations. User has the right to use the knowledge gained by the execution of an agreement on his side for other purposes, insofar as no strictly confidential information of the client is brought to the knowledge of third parties.

#### Article 12 Applicable law and disputes

1. All legal relations in which the user is a party shall only be governed by Dutch law, even if a commitment is wholly or partly implemented abroad or if the party involved in the legal relationship Residence there. The applicability of the Viennese Sales convention is excluded.
2. The court in the user's place of business shall have exclusive jurisdiction to take notice of disputes, unless the law requires otherwise. Nevertheless, user has the right to submit the dispute to the court competent under the law.
3. The Parties shall first appeal to the court after they have endeavoured to settle a dispute in mutual agreement.

#### Article 13 location and change of conditions

1. These conditions are deposited with the Chamber of Commerce in Enschede.
2. Applicable is always the last deposited version or the version as it was at the time of the conclusion of the legal relationship with user.
3. The Dutch text of the general terms and conditions is always decisive for its interpretation. Explanatory note to some of the provisions of the 'service provision' model terms: Article 1: General Kings & Queens Veenendaal E.G. Article 5 paragraph 2: Force majeure if the situation majeure lasts longer than two months. This is an example. The term may be longer or shorter depending on the agreement. If you change this deadline, it is important that you include a real term that reflects the nature and activities of your company. Article 6 paragraphs 1 and 2: Payment and collection payment period of 14 days. This period may be longer or shorter. This depends on the industry of your company. However, the deadline should not be so short that the contractual party cannot fulfil the due (almost) within that period. The default rate of 1 percent per month can also be higher or lower. However, the interest you calculate may not be excessively high. Before you can request collection costs, your customer must be in "default". If your client is a private client, you must send a reminder. If your customer is a company, this is not necessary unless you have agreed otherwise in an agreement. On 1 July 2012, for transactions with individuals, the decision fee for extrajudicial collection costs of 27 March 2012 entered into force. This decision is applicable to claims in which the debtor (PAS) has fallen into default on



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or after 1 July 2012 and the advanced principal is based on: – Commitment from agreement to payment of sum of cash or – commitment to compensation for damages, laid down in A settlement agreement or commitment to payment of the sum of cash converted into a commitment to substitute compensation within the meaning of article 6:87 BW. The scheme is applicable to private individuals. You may therefore derogate from agreements with companies and natural persons acting in the exercise of a profession or business. However, it may be that small companies are given protection by the reflex effect that individuals have, if a deviating arrangement is included in general conditions. If there are no deviating agreements on the collection costs, then claims in which the debtor (PAS) on or after 1 July 2012 is in default is subject to the legislation on collection costs. For examples of collection costs, please refer to KVK.nl Article 8 (2) and (4): Warranty period and 1 month notification period the warranty period in article 8 (2) is particularly important in the delivery of a case. Business can also be provided in the services. When determining the guarantee period, it is important to expect the purchaser of the case to be delivered reasonably. What the purchaser can expect from this is, among other things, dependent on the nature of the case. For example, the purchaser may expect other properties from a new case or from a brand article, than from a used case or from non-branded items. It is also important what the seller has communicated about the properties of the case. The notification period of 7 or 14 days included in article 8 (4) may be longer or shorter depending on the industry and the nature of the products to be delivered. Of course, this deadline must be reasonable. The contract party should have the opportunity to be able to investigate and report. In this context, it is advisable to also take note of the explanatory notes on the general terms and conditions for delivery to consumers. In particular, if you also provide business to consumers or to parties who can indirectly rely on the black and grey list. Article 8 paragraph 9: Limitation period the term in the model conditions joins the term in the black list. You can record a short term, but there is a possibility that the clause will be considered 'unreasonable consideration'. In this context, it is advisable to also take note of the explanatory notes on the general terms and conditions for delivery to consumers. In particular if you also provide business to consumers or to parties that may indirectly appeal to Do on the black and the grey list. Article 9 paragraph 3: Liability limitation to two times the invoice value. This term is an example. The level of liability may be determined depending on the situation. Several factors may be important. For instance, a far-reaching restriction will be less permissible if the risk is well insurable. However, a limitation of liability will be rather permissible if the ratio between the price of the products to be delivered (or the price of the service provided by the user) is low, while the damage that may result from it is so large That it is in no proportion. In this case, it is reasonable to limit liability. So it is always important that you make a good assessment of all the circumstances that play a role. In doing so, you should be aware that a complete exclusion of liability is generally unacceptable. In this context, it is advisable to also take note of the explanatory notes on the general terms and conditions for delivery to consumers. In particular, if you also provide business to consumers or to parties who can indirectly rely on the black and grey list. If you have a liability insurance or want to enter into an insurance contract, it is advisable to submit the content of your general terms and conditions to your insurance company. Article 11 The use of this article is at your own discretion and subject to the question of whether intellectual property rights play a role. Article 13 paragraph 1: Location conditions at the Chamber of Commerce in Enschede