

TERMS & CONDITIONS ARTIST AND BUSINESS TRANSPORT GROUP B.V.

1 – APPLICABILITY

1.1 Unless otherwise expressly agreed by the parties in writing, these Terms and Conditions are applicable to all enquiries, offers and agreements whereby any party (“the client”) instructs Artist And Business Transport Group B.V. (hereinafter “ABT Group”) to perform work (or have work performed) and/or provide services, unless the parties have expressly agreed otherwise in writing. The client is deemed to be aware of and agree to these terms and conditions.

1.2 General terms and conditions of the client are hereby expressly excluded, unless ABT Group has expressly accepted these terms in writing. In the latter case the validity and applicability of these Terms and Conditions will not be affected.

1.3 ABT Group is at all times authorized to unilaterally alter these Terms and Conditions.

2 – QUOTATION

2.1 Quotations are valid until 3 weeks after quotation date and are based on all services as per the client’s request. Changes in services or confirmations after 3 weeks may affect prices.

2.2 In case of last minute bookings (less than 14 days prior to the assignment), all services are subject to availability and final confirmation.

2.3 ABT Group reserves the right to implement a planning fee for special, customized services. This planning fee is non-refundable.

2.4 After confirming a customized service, the client is allowed to request small changes. However in case the services needs to be adjusted and the time schedule needs to be adapted, ABT Group is entitled to charge an additional fee.

2.5 Confirmation of the quotation/assignment has to be submitted by e-mail to info@abtgroup.nl. The conformation needs to include the name, phone numbers and other pertinent information of the person(s) that will use the actual transport services of ABT. ABT Group is only bound after an assignment has been confirmed in writing by ABT Group.

3 – PRICES

3.1 Transportation costs are based on travel time to and from the headquarters of ABT Group.

3.2 Unless expressly stated otherwise, all quotations are expressed in Euros exclusive of sales tax and other cost-increasing levies and taxes payable thereon.

3.3 As per April 1st 2015 all travel related services in the European Union are subject to the “Tour Operator Margin Scheme” as a result of which VAT can not be reclaimed.

4 – PAYMENT TERMS

4.1 For new (first time) clients ABT Group applies an advance payment of 25% of the quotation/assignment fee.

4.2 Payments must be made in Euros (€) to

Bank	: ABN AMRO NV
IBAN	: NL52ABNA0837539625
Swift/BIC	: ABNANL2A
Account Name	: ABT Group BV

4.3 In case the client wishes to pay by credit card, they will receive a link via which the payment can be completed online. Credit cards are charged in Euros. ABT Group is not responsible for currency fluctuations between the time of confirmation and the actual date the charge is affected. For all credit card payments a 3% surcharge is applied for handling fees and service fees.

4.4 Unless agreed otherwise in writing, any payment by the client must be made within 30 (thirty) days of the invoice date. If after the expiry of the payment deadline, no (full) payment has been made, the client is in default by operation of law. From the moment of default, the client will owe ABT Group statutory interest until the day of full payment.

4.5 The client does not have the right to set off any debt to ABT Group or to demand suspension. ABT Group is entitled to set off any claim it has against the client or its affiliates, for whatever reason, against any debt of ABT Group or its affiliates, for whatever reason, against the client.

4.6 If ABT Group takes collection measures against the client who is in default, the costs related to such collection - with a minimum of 10% of the outstanding invoices - will be borne by the client.

5 – THE ASSIGNMENT

5.1 The agreement to perform work is based on execution under normal circumstances. ABT Group is entitled to charge the client additional surcharges for overtime and other costs as a result of extraordinary circumstances.

5.2 Upon or after the conclusion of the agreement, ABT Group is entitled to demand security from the client that both payment and other obligations will be fulfilled, before (further) performance of the agreement. ABT Group is entitled to demand an advance payment from the client, of whatever size.

5.3 Unless unambiguously agreed that an agreed date and time implies a fatal term, dates and times given are approximate and exceeding them does not entitle the client to compensation for damages, cancellation and/or dissolution of the agreement.

5.4 If, at the client's request, the work is performed within a shorter period than has been agreed upon, any related additional costs shall be borne by the client. If, at the client's request, the work is performed within a longer period than has been agreed upon, any additional costs incurred shall be borne by the client.

5.5 ABT Group is entitled to subcontract the assigned work, in whole or in part, under its responsibility, to third parties. The applicability of articles 7:404 and 7:407 paragraph 1 of the Dutch Civil Code is excluded.

6 – THE SERVICES

6.1 The services of ABT Group are subject to Dutch law and regulations, including traffic rules.

6.2 Seat belts must be worn by all who are in the (moving) vehicle.

6.3 The driver designates the seats.

6.4 Occupants of the vehicle refrain from damaging or contaminating the vehicle.

6.5 The consumption of alcoholic beverages in the vehicle is prohibited, unless distinct permission is given by the driver.

6.6 Smoking any kind of (e)cigarettes, cigars and pipes in the vehicle is prohibited.

6.7 The carrying or using of narcotics in the vehicle is prohibited.

6.8 Any costs or fines resulting from failure to comply with the above obligations (including cleaning costs) will be charged to the client.

7 – LIABILITY

7.1 ABT Group is not liable for any damage, of whatever nature, arising because ABT Group has relied on incorrect and/or incomplete information provided by or on behalf of the client.

7.2 If ABT Group is liable on any ground whatsoever towards the client for any damage directly suffered by the client, such liability will always be limited to the amount that would be paid out under ABT Group's legal liability insurance.

7.3 If the insurer of ABT Group does not pay out in any case, or the damage is not covered by the insurance, the liability of ABT Group is limited to the amount charged by ABT Group to the client under the agreement.

7.4 ABT Group is only liable for direct damage suffered by the client arising from agreements between ABT Group and the client and if the damage is the direct result of an error on the part of ABT Group that cannot be attributed to the client in any way.

Direct damage means exclusively

- a. the reasonable costs that the client would have to incur to have ABT Group's performance comply with the agreement. However, this damage will not be compensated if the client has dissolved the agreement;
- b. reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage in the sense of these conditions;
- c. reasonable costs incurred to prevent or limit the damage, to the extent that the client demonstrates that these costs led to a limitation of the direct damage within the meaning of these terms and conditions.

7.5 ABT Group is never liable for indirect damage, including consequential damage, loss of profit, missed savings and damage due to business stagnation.

7.6 Apart from the aforementioned, ABT Group is only liable for damage that is the result of intentional or deliberately reckless acts of (the managers of) ABT Group. This does not include intentional or deliberately reckless acts of subordinates or auxiliary persons of ABT Group.

7.7 ABT Group is not liable to the client for any damage resulting from a force majeure situation as mentioned in Article 8.

8 – FORCE MAJEURE

8.1 In the event of force majeure, ABT Group will be entitled to dissolve, terminate or suspend the contract with immediate effect and without judicial intervention, without ABT Group being liable to the client for damages or otherwise.

8.2 In these conditions, force majeure means all facts and circumstances beyond ABT Group's control on the basis of which ABT Group cannot reasonably be expected to perform the agreement, including the following (non-exhaustive) circumstances: Non-delivery or late delivery by suppliers, illness of ABT Group's personnel, defects in auxiliary and transport means, national mourning, total or partial inaccessibility of locations, withdrawal of one or more permits, loss or damage of material in transport, fire, strike, traffic impediments, lack of raw materials, auxiliary materials, electricity, excessive increase in demand on the part of clients, pandemic, epidemic, extreme weather, such frost, flood, storm, sleet, and snow or a 'code orange' implemented by the local authorities.

8.3 If, when a force majeure situation occurs, ABT Group has already partially fulfilled its obligations under an agreement, then ABT Group is entitled to payment by the client of the costs and hours incurred, as well as financial obligations entered into towards third parties.

ARTICLE 9 – INTERIM TERMINATION OF THE AGREEMENT

9.1 Upon cancellation of the services of ABT Group by the client, the client shall owe ABT Group - depending on when the cancellation occurs –compensation in accordance with the following percentages:

- a. up to 8 days prior to date of performance of the agreement: no cancellation fees applies.
- b. between 8 days and 4 days prior to date of performance of the agreement: 25% of the quotation/assignment fee.
- c. between 4 days and 24 hours prior to date of performance of the agreement: 50% of the quotation/assignment fee.
- d. less than 24 hours prior to date of performance of the agreement: 100% of the quotation/assignment fee.

9.2 If the client does not, not properly, or not timely comply with any obligation arising for it from any agreement concluded with ABT Group, or if ABT Group reasonably doubts whether the client is able to comply with its contractual obligations to ABT Group, as well as in case of bankruptcy, suspension of payment, closing down or liquidation of the client, ABT Group is entitled to terminate, cancel or suspend the agreement with immediate effect and without judicial intervention, without being liable to the client for damages or otherwise.

ARTICLE 10 – FINAL PROVISIONS

10.1 Modifications and additions to any agreement between ABT Group and the client are valid only if agreed in writing.

10.2 Both parties shall be bound to absolute secrecy regarding all data, information and records of a confidential nature received from the other party.

10.3 Any agreement between ABT Group and the client (including these terms and conditions) is governed by Dutch law. Any disputes between the parties relating to any agreement between ABT Group and the client will be settled by the competent court in Amsterdam to the exclusion of any other court.