



ADDENDUM COVID AND EVENTS

Article 1 Scope

- 1.1 This addendum contains additional arrangements about epidemic and infectious diseases, such as Covid-19 (hereinafter jointly referred to as: Covid) and applies if an event cannot be carried out in the agreed form due to Corona measures. This addendum will only enter into force after the Corona measures have been implemented, until which time the regular agreements made between the parties concerned apply.
- 1.2 This addendum prevails over the Agreement and General Terms and Conditions.

Article 2 Corona measures

- 2.1 In this addendum, 'Corona measures' refer to: The government rules and measures applicable at that time in connection with Covid.
- 2.2 The Contractor makes every effort to observe the Corona measures when organising the event.
- 2.3 The Client must ensure that visitors comply with the Corona measures during the event.
- 2.4 The Contractor is neither responsible nor liable for non-compliance with the Corona measures by the Client or the visitors to the event. The Client must indemnify the Contractor against any claims in this regard.

Article 3 Force majeure due to Covid and/or Corona measures

- 3.1 If an event cannot take place in the agreed form as a result of Corona measures, the parties consider this as force majeure as a result of Covid.
- 3.2 As soon as there is force majeure as a result of Covid, the steps described in Articles 4, 5 and 6 apply.
- 3.3 The (temporary) cessation of an event due to non-compliance with the Corona measures by the Client and/or visitors to an event is not considered force majeure.

Article 4 Modification of the event

- 4.1 In principle, the event will be modified in accordance with the Corona measures. The Contractor and the Client will consider in mutual consultation whether a modification is possible, with both parties acting in a solution-oriented, reasonable and fair manner.
- 4.2 If the event is modified, the contract fee agreed between the Contractor and the Client remains due to the Contractor, on the understanding that all cost reductions will be deducted from this and all cost increases will be added. The Contractor makes every effort to minimise cost increases and maximise cost reductions. The Client understands that the Contractor is also dependent on all suppliers involved and the conditions they impose.

Article 5 Relocation of event

- 5.1 In principle, if the event cannot be modified, then the event will be relocated. The Contractor and the Client will examine whether relocation is possible in mutual consultation, with both parties acting in a solution-oriented, reasonable and fair manner.
- 5.2 If the event is relocated, the contract fee agreed between the Contractor and the Client remains fully due to the Contractor, on the understanding that all cost reductions will be deducted and that all cost increases will be added to this amount. The Contractor makes every effort to minimise cost increases and maximise cost reductions. The Client understands that the Contractor is also dependent on all suppliers involved and the conditions they impose.

Article 6 Cancellation of event

- 6.1 If the event cannot be modified or relocated, it can be cancelled by the Client or the Contractor.
- 6.2 If the event is cancelled, the contract fee agreed between the Contractor and the Client remains fully due to the Contractor, on the understanding that all cost reductions will be deducted and all cost increases will be added to this amount. The Contractor makes every effort to minimise cost increases and maximise cost reductions. The Client understands that the Contractor is also dependent on all suppliers involved and the conditions they impose.

In case there should prove to be a discrepancy between the content of the various language versions of this Addendum Covid and Events, the text of the version in the language of the Netherlands shall prevail over the translated versions.