

General conditions Catering / Workshop

Cucina Semplice

Article 1. Definitions

1.1. In these terms and conditions, the following terms are set out in the following meaning used, unless expressly stated otherwise or the context shows otherwise:

Cucina Semplice: the user of these general terms and conditions, located on the Straatweg 130G 3621BV Breukelen, registered with the Chamber of Commerce under number 92538797;

customer: the natural or legal person who, with Cucina Semplice, has a enter into an agreement or wish to enter into an agreement with Cucina Semplice;

agreement: the agreement between Cucina Semplice and the customer;

consumer: the customer being a natural person who does not act in the exercise of his profession or his company;

materials: all materials supplied by Cucina Semplice under the agreement be made available to the customer;

event: the event to which the agreement relates and where Cucina Semplice (partially) provides the Catering / Workshop.

Article 2. General

2.1. These terms and conditions apply to all agreements between Cucina Semplice and the customer.

2.2. Any deviations from these general terms and conditions are only valid if they have been expressly agreed in writing or electronically.

2.3. The applicability of any purchasing and / or other conditions of the customer is expressly rejected.

2.4. If any provision of these general terms and conditions is void or destroyed, the other provisions of these general terms and conditions will remain in full force. The void or void provisions will be replaced by Cucina Semplice, taking into account as much as possible the purpose and purpose of the original provision (s).

2.5. If Cucina Semplice does not always require strict compliance with these general terms and conditions, this does not mean that its provisions do not apply, or that Cucina Semplice would in any way lose the right to demand strict compliance with the provisions of these general terms and conditions in other cases.

2.6. Cucina Semplice has the right to change these general terms and conditions. The version of the general terms and conditions as they applied at the time of the conclusion of the agreement always applies.

Article 3. Offers and Prices

3.1. Every offer and all offers from Cucina Semplice are without obligation.

3.2. Cucina Semplice is not bound by its offer if there are obvious errors in its e-mail messages or quotations.

3.3. The quotation shows the prices per part excluding VAT. The total amount of the offer is shown both exclusively and including VAT.

3.4. Apparent errors or mistakes in quotations from Cucina Semplice do not bind Cucina Semplice.

3.5. The customer guarantees the correctness and completeness of the quantities, requirements, specifications and other data specified by or on his behalf to Cucina Semplice on which Cucina Semplice bases its quotation.

3.6. A composite quotation does not oblige Cucina Semplice to perform part of the contract at a corresponding part of the specified price.

3.7. The copyrights to the offer provided by Cucina Semplice are held by Cucina Semplice. The customer is not allowed to reproduce, publish or provide a quotation from Cucina Semplice to third parties without the prior permission of Cucina Semplice.

Article 4. Conclusion of the agreement

4.1. The agreement is concluded after the customer has signed the offer and returned it to Cucina Semplice, or after the customer has expressly agreed to the offer of Cucina Semplice by e-mail.

Article 5. Cancellation and Cancellation Fees

5.1. Cancellation can only take place in writing or electronically. The amount to be paid is calculated on the basis of the day on which the written or electronic cancellation has reached Cucina Semplice. The customer cannot derive any rights from an oral cancellation.

5.2. If the agreement is canceled by the customer, the following amounts are due:

In case of cancellation longer than 1 month prior to the event: 50% of the quotation amount.

If canceled 1 month or less and longer than 7 days prior to the event: 75% of the quotation amount.

If canceled 7 days or less prior to the event: 100% of the quotation amount.

5.3. Cucina Semplice has the right to set off the cancellation costs against the deposit paid by the customer.

Article 6. More or Less Guests and Change Times

6.1. The offer clearly shows the number of agreed guests and the price per guest.

6.2. The customer must notify Cucina Semplice at least 1 week prior to the event. If the customer decreases the number of guests stated in the offer by more than 5% with this notification, the offered price per person will be increased. Cucina Semplice uses the following graduated:

Reduction in number of guests	Increase in price per person
5% or less	0%
More then 5% and less then 10%	5%
10% or more and less then 15%	10%
15% or more and less than 20%	12%
20% or more and less then 25%	15%

25% or more and less then 30%	17,5%
30% or more	20%

6.3. If the customer reduces the number of guests less than 1 week prior to the event and / or if fewer guests appear at the event than the number of agreed guests, no settlement will take place and the number of agreed guests will be charged to the customer.

6.4. The low consumption of the guests does not entitle you to a discount or other forms of compensation.

6.5. The number of guests at the event is counted by Cucina Semplice. If it appears that more guests are present than the parties have agreed, Cucina Semplice has the right to charge additional costs to the customer. The amount of these additional costs is stated in the quotation. If these costs are not explicitly stated in the quotation, they are calculated as follows: the number of guests more than agreed multiplied by the price per guest as agreed.

6.6. If, at the request of the customer, the times are changed compared to the times stated in the quotation, Cucina Semplice has the right to charge the additional hours based on subsequent calculation to the customer.

Article 7. Parking costs

7.1. The total offered price does not include parking costs. If Cucina Semplice has to incur parking costs in the execution of the agreement, these costs will be passed on to the customer.

Article 8. Implementation of the Agreement

8.1. Cucina Semplice has the right to engage third parties in the execution of the agreement without informing the customer.

8.2. Cucina Semplice will try to use the ingredients stated in the quotation as much as possible. It is possible, for example because of force majeure (see article 14.1) and / or because of an unexpected increase in the purchase price, that Cucina Semplice cannot supply these ingredients or that Cucina Semplice cannot reasonably be expected to supply these ingredients. In such a case, the customer will be informed, and Cucina Semplice will provide an alternative. Such an adjustment in the ingredients does not entitle the customer to dissolve the agreement, at a discount, or any other form of compensation.

Article 9. Obligations of the Customer

9.1. The customer ensures that all matters, data, facilities and / or spaces, of which Cucina Semplice indicates that they are necessary or that the customer should reasonably understand that they are necessary for the execution of the agreement, be provided or made available to Cucina Semplice in a timely manner.

9.2. Any specific wishes of the customer with regard to the consumptions to be delivered, for example in connection with allergies and / or dietary requirements of guests, must be notified by the customer to Cucina Semplice at least 1 week prior to the event.

9.3. The customer is obliged to inform Cucina Semplice without delay of facts and circumstances that may be important in connection with the execution of the agreement.

9.4. The customer guarantees that Cucina Semplice can carry out all necessary preparations at the location of the event in time.

9.5. The customer is responsible for obtaining permissions, waivers and / or permits required for Cucina Semplice to perform the agreed work at the event.

9.6. The customer must ensure that the event is easily accessible for the means of transport of Cucina Semplice.

9.7. If the event is a festival and there appear to be more suppliers of consumptions present at the festival than the customer has notified Cucina Semplice, the consequences will be borne by the customer and Cucina Semplice has the right to recover loss of turnover from the customer.

9.8. If the customer does not fulfill his obligations to Cucina Semplice that follow from the agreement, these general terms and conditions or the law, in time or not in full, or if the customer acts unlawfully towards Cucina Semplice, the customer is liable for all damage that Cucina Semplice suffers as a result.

Article 10. Materials

10.1. The customer is obliged to do everything necessary to maintain the materials, respectively to prevent damage, disappearance, destruction, etc.

10.2. The materials remain the property of Cucina Semplice at all times.

10.3. Damage, loss or theft of the materials during the event is at the expense and risk of the customer, unless the damage, loss or theft of the materials is due to actions and/or omissions from Cucina Semplice.

Article 11. Complaints

11.1. As soon as possible after serving drinks, the customer should check them and report any complaints to Cucina Semplice without delay, so that Cucina Semplice has the opportunity to check the merits of the complaint and, if possible, to remedy it.

11.2. If it is not possible for Cucina Semplice to investigate the merits of the complaint with regard to taste because the consumptions have already been completely eaten and / or drunk, the complaint will not be processed and the customer is not entitled to compensation.

11.3. If the customer finds or can reasonably conclude that Cucina Semplice has failed in the execution of the agreement, he must notify Cucina Semplice with reasons as soon as possible. Cucina Semplice should be given the opportunity by the customer to repair the defect.

Article 12. Payment

12.1. Billing is done as follows:

- 50% of the pre-offered amount;
- 50% of the offered amount + any other costs, such as parking costs, extra guests and extra hours worked, after the event.

12.2. If the customer does not pay the pre-invoiced amount in time, Cucina Semplice has the right to suspend the execution of the agreement until the outstanding invoice amount has been paid in full. Cucina Semplice cannot be held liable for any damage, including delay damage, that the customer suffers from such suspension.

12.3. The customer must pay the invoices received from Cucina Semplice within 14 days of the invoice date.

12.4. Payment must be made without suspension or setoff.

12.5. If the payment term is exceeded, the customer, being a company, is the statutory commercial interest from the date on which the sum due has become due and payable until the time of payment, in accordance with Article 6:119a BW, due. The consumer owes the statutory interest in accordance with Article 6: 119 of the Dutch Civil Code from the

moment that the consumer is in default. In addition, all costs of collection, after the customer is in default, both judicial and extrajudicial, are borne by the customer. With the customer, being a company, the extrajudicial collection costs are set at 15% of the principal with a minimum of € 100. With the customer, being a consumer, the extrajudicial collection costs are determined in accordance with the Debt Collection Costs Act.

12.6. In geval van liquidatie, faillissement, beslag of surseance van betaling van de klant zijn de vorderingen van Cucina Semplice op de klant onmiddellijk opeisbaar.

12.7. Iedere betaling door de klant strekt allereerst tot voldoening van de verschuldigde rente(n) en vervolgens tot voldoening van de op de invordering vallende kosten. Pas na voldoening van deze bedragen strekt enige betaling door de klant tot voldoening van de openstaande hoofdsom.

Article 13. Liability and limitation

13.1. Cucina Semplice cannot be obliged to make good any damage that is a direct or indirect consequence of:

- an event, which is in fact beyond its control and thus cannot be attributed to its actions and / or omissions, as described, inter alia, in Article 14;
- any act or negligence on the part of the customer, his subordinates, or other persons employed by or on behalf of the customer.

13.2. Under all circumstances, the customer is responsible for the correctness and completeness of the data supplied by him. Cucina Semplice is never liable for any damage caused (partly) because the data supplied by the customer is incorrect and/or not complete or by following the instructions given by the customer. The customer indemnifies Cucina Semplice against all claims in this regard.

13.3. The customer and his guests must check for themselves whether the consumptions served by Cucina Semplice contain ingredients for which they are allergic. Cucina Semplice can never be held liable for an allergic reaction as a result of consuming drinks supplied by Cucina Semplice.

13.4. Cucina Semplice is not liable for mutilation or loss of data due to transmission of the data using telecommunication facilities.

13.5. If Cucina Semplice is liable for any damage, Cucina Semplice's liability is limited to the amount of the benefit made by the Cucina Semplice insurer. If in any case the insurer does not pay out or the damage is not covered by the insurance, then Cucina Semplice's liability is limited to a maximum of the invoice amount of the activities to which the liability relates.

13.6. Liability of Cucina Semplice for indirect damage, including but not limited to consequential damage, loss of profit, missed savings, reputational damage, environmental damage, fines imposed and damage due to business interruption is excluded.

13.7. The limitations of liability for direct damage included in these general terms and conditions do not apply if the damage is due to intent or deliberate recklessness of Cucina Semplice.

13.8. Claims rights and other powers of the customer for whatever reason vis-à-vis Cucina Semplice will in any case lapse after the expiry of 1 year from the moment when the customer occurs can exercise these rights and / or powers vis-à-vis Cucina Semplice.

13.9. The customer is liable for all damage that he and / or (one of) his guests have caused to

the property of Cucina Semplice.

Article 14. Force majeure

14.1. Cucina Semplice is not obliged to fulfill any obligation if he is prevented from doing so as a result of force majeure. Force majeure in any case means: weather influences; floods; landslides; terrorism; obstacles in transport; traffic jams; accidents; breakdown on the way; strikes; epidemics; rioting, wars or war hazards; loss of or damage to goods when transporting them; failure or late delivery of goods to Cucina Semplice by its suppliers; a (temporary) shortage on the market of goods; the delivery of spoiled goods by its supplier; ex- and import bans; theft; fire; government measures; internet failure; power failure; failure in e-mail traffic.

14.2. Force majeure also includes a non-attributable shortcoming of suppliers of Cucina Semplice.

Article 15. Suspension and dissolution

15.1 Cucina Semplice is entitled to suspend the performance of the agreement with immediate effect if, after the conclusion of the agreement, Cucina Semplice has been informed that circumstances give good reason to fear that the customer will not fulfill his obligations under the agreement or these general terms and conditions.

15.2 Cucina Semplice is authorized to dissolve the agreement if the customer does not or does not fully comply with the obligations under the agreement and the customer has not complied with a sent letter of formal notice. If fulfillment is permanently impossible, a notice of default can be omitted.

15.3. Furthermore, Cucina Semplice is authorized to dissolve the agreement if circumstances arise that are such that fulfillment of the agreement is impossible or can no longer be done according to the standards of reasonableness and fairness or if circumstances otherwise arise which are such that unaltered maintenance of the agreement should not reasonably be expected.

15.4 If the customer's affairs are seized, the customer applies for a moratorium, is declared bankrupt or otherwise loses free disposal of his assets, or in the event of the shutdown or liquidation of the customer's company, Cucina Semplice has the right to suspend (further) execution of all agreement (s) concluded with the customer, or dissolve this agreement (s) in whole or in part, without prejudice to Cucina Semplice's right to compensation.

15.5 As a result of the implementation of paragraphs 1, 2, 3 or 4, Cucina Semplice is not obliged to pay any compensation.

15.6. In the event that Cucina Semplice terminates the agreement due to an attributable shortcoming on the part of the customer, Cucina Semplice has the right to charge the customer a cancellation fee in accordance with Article 5, without prejudice to Cucina Semplice's right to claim any damage to the customer suffered by Cucina Semplice as a result of the deficiency.

Article 16. Confidentiality

16.1. Both parties are obliged to maintain the confidentiality of all confidential information

that they have obtained from each other or from another source under their agreement. Information is considered confidential if it has been communicated by the other party or if it arises from the nature of the information. The party receiving confidential information will only use it for the purpose for which it was provided.

16.2. If, on the basis of a legal provision or a court decision, Cucina Semplice is obliged to provide confidential information to third parties designated by law or the competent court, and Cucina Semplice cannot rely on a legal or recognized or permitted right of change by the competent court in this regard, then Cucina Semplice is not obliged to pay compensation or compensation and the customer is not entitled to dissolve the agreement on the basis of any damage resulting from this.

Article 17. Applicable law and competent court

17.1. Dutch law applies to the agreement between Cucina Semplice and the customer.

17.2. All disputes regarding agreements between the customer and Cucina Semplice are brought before the competent court in the district where Cucina Semplice is located. The consumer has 1 month after Cucina Semplice has invoked this clause in writing to the consumer, to choose to settle the dispute before the court having jurisdiction according to the law.