

Terms and Conditions of the private limited company Bastion Hotels B.V., domiciled in Amsterdam, with its offices in Utrecht.

Article 1 Scope of these Terms and Conditions

- 1.1. These Terms and Conditions apply to all offers, contracts, agreements and any effectuation of a contract or agreement of the private limited company Bastion Hotels B.V., as well as its affiliated companies and enterprises and subsidiary companies, whatever the names of these companies, all to be referred to hereafter as Bastion Hotels.
- 1.2. All offers, contracts, agreements and any effectuation of a contract or agreement deviating from these Terms and Conditions shall only be valid when explicitly agreed in writing with Bastion Hotels. In that case the deviation only applies to the offers, contracts, agreements or effectuation of a contract or agreement concerned.
- 1.3. Unless stated otherwise to Bastion Hotels beforehand, explicitly and in writing, the guest, customer or any other (legal) person will agree with these Terms and Conditions.

Article 2 Definitions

In these Terms and Conditions and in all offers, contracts, agreements or any effectuation of a contract or agreement to which these Terms and Conditions apply, the following is meant by:

- 2.1. *Bastion Hotels*: all branches and offices of the private limited company Bastion Hotels B.V., both in the Netherlands and abroad, as well as all its affiliated companies and enterprises and subsidiary companies, whatever the names of these companies.
- 2.2. *Host*: the person that represents Bastion Hotels in the conclusion and implementation of contracts and agreements concerning the provision of accommodation and/or the use of a hall, whether or not in combination with the provision of food and/or drinks.
- 2.3. *Services*: the provision of accommodation and/or the use of a hall or another room, and/or the provision of food and/or drinks by Bastion Hotels in the widest sense of the word, with all the activities and services involved.
- 2.4. *Customer*: the natural or legal person who entered into an agreement or contract with Bastion Hotels on the provision of services as mentioned under 2.3. By customer is also meant the intermediary who, whether or not on behalf of his /her relations, has entered into an agreement or contract on the provision of services as mentioned under 2.3.
- 2.5. *Guest*: any person to whom Bastion Hotels has to provide services as mentioned under 2.3., on the basis of a contract or agreement entered into with a customer. Wherever in these Terms and Conditions a guest is mentioned this will also include any person accompanying the guest. Unless explicitly state otherwise, in these Terms and Conditions both the guest and customer are meant when the guest or customer is referred to.
- 2.6. *Hotel agreement*: the agreement or contract entered into by Bastion Hotels and the customer, according to which Bastion Hotels, against payment by the customer or guest, will provide services as mentioned under 2.3, on behalf of this customer and/or guest(s). Wherever in these Terms and Conditions a hotel agreement is mentioned, this also includes any other agreement or contract to which these Terms and Conditions are declared applicable.
- 2.7. *Reservation*: the agreement entered into in writing by the customer and Bastion Hotels, in which the customer and Bastion Hotels have laid down during which period and on which terms and conditions the hotel agreement as mentioned under 2.6. will be implemented.
- 2.8. *Group or group reservation*: a hotel agreement entered into with a customer, which involves 10 rooms or more.
- 2.9. *Reservation value*: the value of the agreement as mentioned under 2.7 or 2.8.

Article 3 Effectuation of the hotel agreement

- 3.1. Bastion Hotels reserves the right to decide at all times that they will not enter into a hotel agreement.
- 3.2. Bastion Hotels will never refuse a hotel agreement for reason of discrimination, as mentioned for instance in article 429 of the Penal Code.
- 3.3. All offers as part of the effectuation of a hotel agreement by Bastion Hotels are free of engagement and are always only valid as long as there is sufficient capacity.
- 3.4. In the case that the customer has accepted an offer and the capacity of Bastion Hotels turns out to be insufficient, Bastion Hotels have the right to appeal to the stipulation as mentioned under 3.3., within a reasonable period, as yet. In that case, the hotel agreement is considered not to have been realised.
- 3.5. Each hotel agreement entered into by a customer, including any intermediary, is considered to be entered into at the expense and risk of this customer as well. Each payment by a guest will relieve the customer to the same extent.
- 3.6. Unless agreed explicitly and in writing, Bastion Hotels do not owe any commission or any other fee, whatever it is called, to any customer.
- 3.7. Without prejudice to all other stipulations in these Terms and Conditions, Bastion Hotels could, in case it involves a group as described under 2.8., provide an option to a customer (the option holder). Such an option can only be provided in writing. In the case that another customer will also make an offer to Bastion Hotels for a hotel agreement, Bastion Hotels will inform the option holder about this. The option will expire when the option holder does not inform Bastion Hotels within the time limit mentioned by Bastion Hotels that he or she wants to make use of the option.

Article 4 Obligations of Bastion Hotels

- 4.1. Bastion Hotels will provide to the guest, during the period agreed, the accommodation agreed and/or the services agreed, in conformity with the quality standards that are prevailing at Bastion Hotels.
- 4.2. The stipulation as mentioned under 4.1. does not apply:

- a. in the case of force majeure as mentioned in article 16.
 - b. in the case that the guest does not show up or shows up more than 30 minutes late
 - c. in the case that the customer did not pay at all or did not pay in time the deposit or interim sum mentioned in article 12
 - d. in the case that the customer does not comply at all or does not comply completely with the obligations the customer has towards Bastion Hotels, for whatever reason
- 4.3. Unless agreed otherwise in writing, Bastion Hotels will provide the accommodation to the guest from 12.00 hours on the day of arrival until 12.00 hours of the day of leaving the hotel.
 - 4.4. Unless this is unreasonable, Bastion Hotels have the right to offer the guest other hotel accommodation than the accommodation that would be provided in accordance with the hotel agreement. Should this be problematic for the guest, the guest or the customer has the right to cancel the hotel agreement, starting immediately. In the case that the alternative hotel accommodation that is offered and that is accepted by the customer or guest is less expensive than the originally offered accommodation, Bastion Hotels will pay the sum that is saved to the guest or customer. Bastion Hotels shall never be obliged to pay any damages.
 - 4.5. Bastion Hotels shall never be obliged to take delivery of and/or keep safe any item of any guest. In the case that Bastion Hotels will take delivery of and/or keep safe any item or any amount, Bastion Hotels have the right to charge a financial compensation for this. In that case, Bastion Hotels will keep safe the items with due diligence. Article 13 shall remain in full force.

Article 5 House regulations

- 5.1. To maintain order and peace and quiet at Bastion Hotels and to guarantee a good quality of services rendered to all guests, Bastion Hotels have their so-called house regulations. These house regulations can be found on a place that is clearly visible to the guest or will be handed over to the guests in writing.
- 5.2. Bastion Hotels have the right to terminate the hotel agreement with a guest, without giving notice, in the case that this guest or the company of this guest, repeatedly do not comply with the house regulations and/or behave in such a manner that the order, peace and quiet or normal use of the Bastion Hotel are or may be disturbed by this. The guest and the company of this guest shall leave the hotel on first request. Bastion Hotels are not obliged to account for this request.
- 5.3. Bastion Hotels have the right to discontinue the provision of catering and restaurant services, or not provide these services at all, when the guest or the company of the guest do not behave in accordance with the standards prevailing at the restaurants of Bastion. In that case, the guest and the company of the guest shall leave the restaurant on first request. Bastion Hotels may make demands on their guests, for instance regarding their appearance.
- 5.4. At Bastion Hotels, pet animals are not allowed, neither those of the guest, nor those of the company of the guest.
- 5.5. Bastion Hotels have the right to annul any agreement for (fear of) violation of public order. Annulment shall take place in consultation with the local authorities. In that case, Bastion Hotels are not obliged to pay any compensation for damages.

Article 6 Reservations

- 6.1. Any reservation will only be definitive after the reservation has been confirmed by the customer in writing
- 6.2. Without prejudice to the stipulations mentioned in article 3, Bastion Hotels have the right to cancel a reservation when a guest did not check in at 12.00 hours on the first day of reservation. This stipulation does not apply when the customer has issued a guarantee of payment for the period of reservation.
- 6.3. In the case that the day of arrival and/or the day of leaving are altered, the original and definitive reservation will be cancelled and, in mutual consultation, a new definitive reservation will be effected.
- 6.4. Increase of the initial number of rooms that were reserved definitively shall only take place in consultation with Bastion Hotels. In no way Bastion Hotels are responsible for increasing, without consultation, the initial number of rooms that were reserved definitively.

Article 7 Group reservations

- 7.1. A reservation of 10 rooms or more is considered a group reservation. Any stipulation regarding group reservations applies without prejudice to the other stipulations in these terms and conditions.
- 7.2. For a group reservation, a customer can make a so-called optional reservation. An optional reservation will only be effected after it has been confirmed in writing. Without prejudice to the stipulations in 3.5., an optional reservation can be prolonged until maximally 6 weeks before the day of arrival. Unless agreed otherwise explicitly in writing, an optional reservation will expire automatically after this.
- 7.3. A definitive reservation will only be effected, after it has been confirmed in writing by Bastion Hotels and this confirmation has been signed by the customer and returned to Bastion Hotels. In the case that the day of arrival and the day of leaving are changed, the original definitive reservation will expire and, in mutual consultation, a new definitive reservation will be effected.
- 7.4. In the case of a group reservation, the customer is allowed to decrease the initial number of rooms that was reserved definitively by 25%, free of charge, seven days before the day of arrival at the latest. When the group reservation is reduced to less than ten rooms, the reservation is no longer considered a group reservation.
- 7.5. Increase of the initial number of rooms that were reserved definitively shall only take place in consultation with Bastion Hotels. In no way Bastion Hotels are responsible for increasing, without consultation, the initial number of rooms that were reserved definitively.
- 7.6. In the case of a cancellation taking place one month to seven days before the day of arrival, the customer is obliged to pay 50% of the reservation value to Bastion Hotels. In the case of a cancellation taking place less than seven days before the day of arrival, the customer is obliged to pay 100% of the reservation value to Bastion Hotels.
- 7.7. The customer will make sure that, in the case of group reservations, Bastion Hotels will have a list of the names of the guests at their disposal, minimally five days before the day of arrival.

- 7.8. The customer will pay 100% of the reservation value into the bank account as indicated by Bastion Hotels, minimally seven days before the day of arrival. Should the customer be in default, Bastion Hotels will consider the definitive reservation automatically cancelled. This cancellation will be considered to be a cancellation by the customer. In that case, the customer is obliged to pay 100% of the reservation value.

Article 8 Cancellation

- 8.1. The stipulations in this article apply without prejudice to the other stipulations in these Terms and Conditions. The stipulations in this article leave intact the liability of the customer and/or any third party on the basis of common law.
- 8.2. A hotel agreement is irrevocable and cannot be annulled, unless at the same time the customer offers to pay irrevocably the amounts stipulated hereinafter, and this offer is accepted by Bastion Hotels immediately.
- 8.3. Cancellation shall take place in writing and it shall mention the day of cancellation. A customer cannot derive any rights from an oral cancellation.
- 8.4. A reservation can be cancelled free of charge until 12.00 hours on the day before the reservation date at the latest, without prejudice to the stipulations regarding the group reservations (see article 7), unless agreed otherwise in writing.

Article 9 Deposit

- 9.1. Bastion Hotels may demand from a customer that the customer pays a deposit as a security. This deposit may be paid for services that were provided already and services that still have to be provided.
- 9.2. This deposit shall never be higher than the amount mentioned in the hotel agreement.
- 9.3. Bastion Hotels have the right to balance this/these deposit(s) with all that the customer has to pay to Bastion Hotels on the basis of these Terms and Conditions or for whatever reason.

Article 10 Liability of Bastion Hotels

- 10.1. Unless Bastion Hotels are to blame for reasons of intent or gross negligence, Bastion Hotels will accept no liability or responsibility whatsoever.
- 10.2. Unless Bastion Hotels are to blame for reasons of intent or gross negligence, Bastion Hotels will accept no liability for any damages to or caused by any vehicle of any guest.
- 10.3. Unless Bastion Hotels are to blame for reasons of intent or gross negligence, Bastion Hotels will accept no liability for direct or indirect damages caused to anyone or anything, as a direct or indirect result of any defect or whatever to, in or on any moveable property or immovable property owned by, leased by, held on long lease by or rented by Bastion Hotels, or put at the disposal of Bastion Hotels in any other way.
- 10.4. Any liability of Bastion Hotels will never exceed the value of the hotel agreement or the compensation of damages as covered by the insurance company of Bastion Hotels or the damages as paid by any other third party to Bastion Hotels.
- 10.5. Without prejudice to the stipulations in article 4.5., and unless Bastion Hotels are to blame for reasons of intent or gross negligence, Bastion Hotels will accept no liability for damage to or the loss of any goods of any guest. The customer indemnifies Bastion Hotels against any claim by any guest in this respect.
- 10.6. With due observance of all stipulations in these Terms and Conditions, Bastion Hotels are obliged to pay a compensation for goods that are placed in safekeeping with Bastion Hotels, and for which safekeeping the guest is charged, in the case that these goods are damaged or stolen. The compensation of damages will not apply to any other goods that are present in the goods that were placed in safekeeping.
- 10.7. In relation to any goods that are taken delivery of by Bastion Hotels or that are in whatever way or by whatever person deposited, placed in safekeeping or left behind at Bastion Hotels, without Bastion Hotels insisting on a fee to be paid for this, Bastion Hotels will never accept any liability for damages to or caused in relation to these goods in whatever way.
- 10.8. Bastion Hotels will be fully indemnified by the customer against any claim, or whatever it is called, which a guest and/or any third party will or may be lodge with Bastion Hotels in relation to the claims, in the broadest sense of the word, of the hotel agreement or any other agreement or contract entered into with the customer. This obligation to indemnify also applies in view of the hotel agreement and also when this hotel agreement has been annulled entirely or partially, for whatever reason.

Article 11 Liability of the guest and/or customer

- 11.1. The customer and/or the guest and the persons accompanying the customer and/or the guest are severally liable for all damage that has been and /or will be caused to Bastion Hotels and /or any third party as a direct or indirect result of the failures and/or wrongful acts by this customer and/or the guest and the persons accompanying the customer and/or the guest.
- 11.2. This liability also applies to any violation of the house regulations by the customer and/or the guest and the persons accompanying the customer and/or the guest.
- 11.3. This liability also applies to the damage caused by any animal and/or any substance and/or any object owned by or under the supervision of the customer and/or the guest and the persons accompanying the customer and/or the guest.

Article 12 Prices and payment

- 12.1. Bastion Hotels work with a price-list. On first request of the customer or guest, Bastion Hotels will present this list to the customer or guest. A list in the form of a brochure is available at the reception desk and in each room a price-list is available as well.
- 12.2. The customer shall pay the amounts mentioned in the hotel agreement to Bastion Hotels. For special services like the use of the parking garage, telephone, safe deposit box et cetera, Bastion Hotels may charge a fee to the customer and/or the guest.

- 12.3. All bills, including the bills for cancellation or no-show, will be paid by the customer and/or the guest in cash or, when explicitly agreed, within 14 days after date of invoice. The scene of the payment will be the location involved of Bastion Hotels the invoice refers to.
- 12.4. The customer and the guest are severally liable for all claims that Bastion Hotels, for whatever reason, may have against and/or may acquire against one of them or both of them. Nor the customer, neither the guest may appeal to any benefit of execution.
- 12.5. The customer is deemed to have entered into the hotel agreement or any other agreement or contract also on behalf of each guest. By showing up, the guest indicates that the customer was authorised to represent him in this.
- 12.6. Bastion Hotels have a lien on and, if the occasion presents itself, a right of distraint on, all the goods which are taken by the guest and/or customer into the hotel, as long as the guest and/or customer has not fulfilled all his obligations towards Bastion Hotels.
- 12.7. In the case of late payment or non-payment, the customer and/or the guest will be legally in default. In that case, the customer and/or the guest are obliged to pay interest on arrears without proof of default. This interest on arrears amounts to the legal interest increased by 2% over the amount due from the date of invoice. A part of the month is considered a whole month in this.
- 12.8. In the case of late payment, the customer and/or the guest also have to pay all additional non-legal and pre-trial costs as well as all legal costs. The non-legal and pre-procedural costs amount to at least 15% of the principal with a minimum of € 100, plus the VAT due over this amount.
- 12.9. Payments will first be deducted from the costs of execution due, and then from the legal, non-legal and pre-trial costs, the interest, the damage and consequently from the principal amount.
- 12.10. Payment shall take place in Dutch currency. In the case that Bastion Hotels accept payment in foreign currency, the market rate that is current at that moment will apply. In the case of payment in foreign currency, Bastion Hotels have the right to charge maximally 10% of the amount in foreign currency as administration charges.
- 12.11. Bastion Hotels have the right to refuse cheques, giro cheques and similar instruments of payment, or other instruments of payment than aforementioned, or to attach certain conditions to the acceptance of these.

Article 13 Force majeure

- 13.1. Force majeure includes for instance the following: sickness among the staff, war, risk of war, riot, strike or sit-down strike, water damage, molestation, fire, flooding, measures by the government.
- 13.2. In the case of force majeure, Bastion Hotels may either cancel the agreement or postpone it. In that case, Bastion Hotels will not be obliged to pay any damages.
- 13.3. The aforementioned stipulation also applies when force majeure conditions occur with any person and/or any services and/or organisation that are called in by Bastion Hotels in the implementation of the hotel agreement or any other agreement or contract. This also includes any condition precedent or condition subsequent occurring with the aforementioned persons and/or services and/or organisations or any failure by aforementioned persons and/or services and/or organisations. Bastion Hotels are not obliged to prove the influence of all this on the business of Bastion Hotels.

Article 14 Lost and found objects

- 14.1. Any guest is obliged to hand in to Bastion Hotels as soon as possible any objects that are found at the hotel and that are either lost at the hotel or are left behind at the hotel.
- 14.2. Bastion Hotels will become the owner of any object of which the rightful claimant did not report himself or herself to Bastion Hotels within one year after this object was handed in to Bastion Hotels.
- 14.3. Dispatch of lost and found objects shall take place at the expense of and at the risk of the guest. Bastion Hotels shall never be obliged to dispatch any object.

Article 15 Applicable law and disputes

- 15.1. To all agreements, whatever these are called, Dutch law applies.
- 15.2. Without prejudice to the stipulations mentioned under 15.3., all disputes that may arise from any agreement to which these Terms and Conditions apply entirely or partially will be settled by the Court of Utrecht, unless Bastion Hotels prefer the Court of the domicile of the client.
- 15.3. In the case of a dispute which, according to the rules of Dutch procedural law, belongs to the competence *ratione materiae* of the Cantonal Court, this dispute shall only be settled by the competent Cantonal Court.
- 15.4. Any invalidity of one or more stipulations in the Terms and Conditions leave intact the validity of the other stipulations. Should any stipulation, for whatever reason, turn out to be invalid, Bastion Hotels and the customer and/or the guest are expected to have agreed on a valid stipulation, which is equivalent to the invalid stipulation in terms of implication and scope as much as possible.

These Terms and Conditions were filed with the Court of Utrecht on 1 August 2002, stating number 56/2002.