



## GENERAL TERMS AND CONDITIONS FOOD TRUCK COMPANY B.V.

Content:

Article 1 - article 13: General terms and conditions Food Truck Company, applicable to all Food Truck Company Agreements.

Article 14 - article 20: Additional terms for lease, applicable to all lease agreements in addition to the general terms and conditions.

### Article 1. General

1. Unless otherwise defined in these terms and conditions, all terms used shall have the following definitions;
  - **Food Truck Company:** Food Truck Company B.V., a private limited company, located in De Meern, Strijkviertel 63, (Chamber of Commerce; 54729505). Food Truck Company is user of these general terms and conditions.
  - **The Client:** each natural person or legal entity that has engaged Food Truck Company to perform work or that receives an offer which is governed by these general terms and conditions.
2. These general terms and conditions are applicable to all Food Truck Company's agreements and to all engagements and juridical relationships between Food Truck Company and a client. The client's order or offer acceptance is presumed to be an acceptance of these general terms and conditions. These general terms and conditions are also applicable to all agreements with Food Truck Company for the execution of which third parties are engaged.
3. Any deviation of these terms and conditions should be made clear in writing.
4. The applicability of any conditions of the client is expressly rejected. Application of any conditions of the client is only possible if agreed in writing by parties.
5. If Food Truck Company does not apply these general terms and conditions strictly to the agreement and the execution of the agreement, this does not mean these general terms and conditions are set aside. Food Truck Company can still require strict compliance at every moment.
6. If one or more of the provisions of these general terms and conditions are invalid or set aside, the remaining provisions of these general terms and conditions shall remain applicable in full. Food Truck Company and the client will in that case enter into consultation with a view to making agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.
7. If a situation occurs that is not described in these terms and conditions, this shall be judged in the spirit of these general terms and conditions.

Initials:

#### FOOD TRUCK COMPANY B.V.

T +31 (0) 8 88 888 080 E INFO@FOODTRUCKCOMPANY.COM W FOODTRUCKCOMPANY.COM

STRIJKVIERTEL 63 • 3454 PK • DE MEERN THE NETHERLANDS IBAN NL63 RABO 0168 7733 92 SWIFT RABONL2U VAT NL85.14.19.331.B01 COC 54729505

Our General Terms are applicable to all our offers, agreements and deliveries. Available for download on our homepage.



8. Food Truck Company may amend the present conditions. Amendments shall also apply to agreements already entered to. Food Truck Company shall announce any such amendments well in advance. The client may terminate the agreement as per the date on which the amended conditions will take effect, if the client does not wish to accept such amended conditions.

### **Article 2. Offers and agreements**

1. All offers issued by Food Truck Company shall be without engagement. Offers are open for acceptance within a period of 30 days starting from the date of the offer. Offers shall apply only with respect to execution of the work in regular circumstances at regular working hours.
2. Food Truck Company cannot be bound by the offer if the offer contains a mistake, which should reasonably be recognized as a mistake by the client.
3. The agreement shall only come into force upon written confirmation of the client, upon confirmation of Food Truck Company to the client or when Food Truck Company makes a start with the execution of the agreement, in accordance with the client.
4. Food Truck Company and the client are not entitled to transfer rights and/or obligations ensuing from the agreement to a third party, unless otherwise is agreed by parties.

### **Article 3. Content of the agreement**

1. The contents of the agreement are considered to be laid down in full and as the only document in order confirmation. Additions and/or changes are only binding on the parties if these have been laid down by parties in writing.
2. Additional work or additional assignments are performed in consultation and separately charged to the client. An alteration of the agreement can change the agreed upon completion deadline. The client accepts the possibility of an alteration of the agreement, including a change in price and completion deadline.
3. Drawings, technical descriptions and designs, provided to the client by Food Truck Company, remain the sole property of Food Truck Company. They may not be reproduced without the permission of Food Truck Company, nor disclosed to third parties. If an offer does not lead to the conclusion of an agreement between Food Truck Company and the client, the client must return all documents (including drawings, descriptions, designs and other specifications) to Food Truck Company's address.

### **Article 4. Prices and payment**

1. Prices set by or agreed to with Food Truck Company are exclusive of taxes (21% VAT) and charges by any governmental body or authority.
2. If the costs of execution of the agreement increase after the closing of the agreement, Food Truck Company shall be entitled to charge the client a price-increase if and to the extent that such increase is reasonable.



3. Food Truck Company is entitled to increase the fee if, during the performance of the work, it becomes apparent that the originally agreed or anticipated amount of work was underestimated when the contract was entered into, for reasons that cannot be attributed to Food Truck Company, to such an extent that Food Truck Company cannot reasonably be expected to perform the agreed work for the originally agreed fee.
4. All Food Truck Company services are invoiced partly (standard: 20% in advance prior to the execution of the agreement, 20% at the start of the execution, 30% during execution and 30% upon completion of the work). Other arrangements are possible if agreed in advance.
5. Payment is due within 7 days of the invoice date by transferring or depositing the payable amount to the bank or bank giro account stipulated by Food Truck Company, unless otherwise is agreed in writing. Complaints do not suspend the payment obligation.
6. If the client fails to remit payment within the 7-day period, the client shall be held in default by operation of law without formal notice. The client shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time.
7. If the client fails to remit payment within the 7-day period, Food Truck Company will be allowed to claim the in court and out of court costs with the client. The client also owes interest over the collection fee due.
8. The client's payment is without any deduction or set-off. Food Truck Company reserves the right to have payments made by the client extend first to payment of costs, then to outstanding interest and finally the principal amount and the current interest, even if the client states that the payment relates to other invoices or bills.
9. In the event of the client being liquidated, declared bankrupt or granted suspension of payment, the claims of Food Truck Company on the client shall become immediately due and payable. Food Truck Company may suspend its performance and is, without judicial intervention, entitled to terminate the agreement.

#### **Article 5. Execution of the agreement, delivery**

1. Food Truck Company will render all services to the best of his knowledge and ability and in conformity with generally accepted professional standards.
2. Provided models, pictures etcetera are only meant to show the range of possibilities offered by Food Truck Company. No rights can be derived from them unless specific reference is made to them in the offer.
3. The client ensures that all data, of which Food Truck Company indicates to be necessary in order to execute the agreement, or which the client is reasonably to understand that it is necessary to execute the agreement, is provided to Food Truck Company in time. When the data, necessary to execute the agreement, is not provided in time, Food Truck Company is entitled to postpone the agreement and/or charge the client with the additional costs coming from the delay. The client is responsible and liable for the accuracy, comprehensiveness and reliability of the data and documentation made available to Food Truck Company.

4. A time period agreed during the term of the agreement for the completion of the work shall not under any circumstances be deemed to be a firm deadline.
5. The work is considered to be delivered if it is accepted or deemed to be accepted by the client. The date of delivery is set to be the date of acceptance by the client. The work shall be deemed accepted if the client appears to have taken control of the work or after receiving such notification from the client.
6. The risk of the work forming the subject of the agreement being lost or damaged shall transfer to the client at the time at which it is legally and/or actually delivered to the client and are thus placed at the client's disposal or a third-party nominated by the client for that purpose.

#### **Article 6. Guarantees and conformity**

1. With regard to objects supplied by third parties, the guarantee obligations of Food Truck Company shall never be greater or of longer duration than the guarantee obligations of the supplying party towards Food Truck Company. With regard to objects produced by Food Truck Company, Food Truck Company will guarantee the proper performance of the objects stipulated for a term of 12 months. For objects, which are not new, a guarantee is only valid for and so far this has been explicitly agreed. Any other guarantee obligations can be agreed in written by parties.
2. All guarantee obligations lapse if the objects are modified by the client or any third party, by inexperienced use, lack of care or if the client does not comply with provided instructions. No guarantee is given when defects are the result of normal wear and tear.

#### **Article 7. Intellectual property**

1. All intellectual or industrial property rights to any materials developed or provided under the agreement, such as drawings, designs and documentation, shall solely be held by Food Truck Company or its licensors.
2. The client shall indemnify, defend and hold harmless Food Truck Company from and against any loss, damage, costs, liability and expenses arising from or out of any third-party action or claim that Food Truck Company infringes the intellectual property rights of such third party.
3. The client is not allowed to alter or remove any notice of copyrights, brands, trademarks or other rights of intellectual or industrial property.

#### **Article 8. Transfer of ownership in case of purchase**

1. All purchased objects delivered to the client shall remain the property of Food Truck Company until receipt of payment in full of the amounts due by the client to Food Truck Company in respect of any delivery, including interest and costs. Leased equipment remains the property of Food Truck Company at all times.



2. The client is not authorized to pledge or encumber the objects covered by retention of title.
3. In the event of the client failing to meet his contractual obligations, Food Truck Company may exercise his property rights as provided from this article without formal notice.

#### **Article 9. Force Majeure**

1. Food Truck Company is not required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views. Food Truck Company can suspend his contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the agreement without being obliged to pay any compensation for damages to the other party. In this case, Food Truck Company will remain entitled to demand payment for the services it supplied with respect to the performance of the agreement before the circumstances that caused the force majeure became apparent.
2. In these general conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of Food Truck Company but which prevent Food Truck Company from meeting his obligations. That includes strikes at Food Truck Company's business. Food Truck Company is entitled to invoke force majeure if the circumstances rendering (further) fulfilment of the obligations impossible commence after the point in time on which Food Truck Company should have fulfilled his obligations.

#### **Article 10. Cancellation, suspension and termination**

1. Agreements cannot be cancelled by the client without Food Truck Company's written consent.
2. The client may cancel the agreement before Food Truck Company has started execution of the agreement. Food Truck Company shall be entitled to compensation of the loss of capacity utilisation caused by premature cancellation.
3. If the client dissolves the agreement in whole or in part, Food Truck Company shall charge the client for all the activities carried out as well for all reasonable costs that arise from obligations already commenced by Food Truck Company.
4. In the event that the client cancels the agreement in terms of this article, the client shall indemnify Food Truck Company against any claim brought by third parties resulting from the client's cancellation.



5. If the client is declared insolvent or bankrupt or if a petition is filed for the client's compulsory liquidation or bankruptcy, attachment, debt rescheduling regulations or any other circumstance that prevents the client from free access to its assets, Food Truck Company shall have the right, without being required to pay any compensation or reimbursement, to dissolve the agreement in whole or in part or to suspend performance of the agreement. Food Truck Company shall in that case be entitled to demand immediate payment of any outstanding amounts.
6. Parties have the right to terminate the contract if the other party fails to meet his contractual obligations or meet them in full.
7. Food Truck Company has the right to suspend performance of the contract or to dissolve the contract in whole, when Food Truck Company finds out that there are circumstances which lead to reasonable doubt about the client's ability to meet its obligations, when the client is required to provide sufficient security concerning the fulfilment of its obligations deriving from the agreement, and when this security is not given or not sufficient or when a delay caused by the client prevents Food Truck Company to meet the original conditions of the agreement. The client will not be entitled to any compensation.
8. Termination of lease agreements is regulated by article 19 of these terms and conditions.

#### **Article 11. Liability**

1. In the event of Food Truck Company being held liable, that liability shall be limited to the provisions of this article. This article is subject to exception in cases of intentional act or omission on par with gross negligence on the part of Food Truck Company.
2. Food Truck Company is not liable for damages consisting of or caused by faults relating to information and data provided by the client.
3. To the extent that Food Truck Company depends on the cooperation, services and supplies of third parties for the performance of the contract, Food Truck Company will not be liable for any damage resulting from these relations or their discontinuation, irrespective of whether the damage is caused or becomes apparent when the relation with Food Truck Company is on going.
4. Food Truck Company does not accept any liability for loss resulting from the incorrect or improper use of the objects supplied by Food Truck Company, or resulting from the use of objects, which are modified by the client or any third party.
5. Food Truck Company is only obliged to refund direct damage sustained by the client as a result of fault(s). Direct damage shall only concern:
  - a) the reasonable costs possibly incurred to have Food Truck Company's faulty performance meet the conditions of the agreement unless the agreement is terminated by the client;
  - b) the reasonable costs made to determine the cause and size of the damage, given that this determination affects damage as described in this condition;

- c) costs made to limit the damage, given that the client proves that these costs have lead to a limitation of direct damage as described in these general terms and conditions.

In the event of any loss or damage the client must notify Food Truck Company of this in writing without delay, giving Food Truck Company a reasonable period of time to check the client's loss or damage and to take care of recovery or limiting the damage.

6. Food Truck Company is not liable to the client for any incidental, indirect, special or consequential damages arising out of or in connection with the contract. This clause is subject to exception in cases of intentional act or omission on par with gross negligence on the part of Food Truck Company.
7. Food Truck Company's liability for losses or damage suffered by the client as a result of the contract is limited by the amount of which Food Truck Company's liability is insured. In the event of the damage, attributable to Food Truck Company, is not paid by the insurer of Food Truck Company, the liability of Food Truck Company will not exceed the costs of the original order. If the contract is, in essence, a continuing performance contract with duration of more than 6 months, the price is set at the total of payments for 6 months. Food Truck Company has no liability whatsoever beyond a maximum sum of €50.000,00.
8. The limitations in article 11.7 on the liability are not applicable when the damage is caused by intent or serious misconduct by Food Truck Company or any of its managerial subordinates.
9. The client indemnifies Food Truck Company of any claims by third parties, which have suffered damage as a result of the execution of the agreement and that have a cause that cannot be attributed to Food Truck Company.

## Article 12. Complaints

1. The client should examine the work *during* delivery for visible defects. Any visible defects will be recorded in the delivery-report, which will be signed by both parties. Except for these recorded defects, the work will be deemed to be accepted.
2. Non-visible faults or defects for which Food Truck Company is liable as a consequence of the agreement must be reported in writing immediately after discovery, or immediately after they became reasonably visible, but at least within two months after delivery. If the client does not report any faults or defects within this period, the work is deemed to be accepted.
3. If a complaint is well founded, Food Truck Company shall perform the rejected work anew, unless such has become demonstrably useless for the client. If it is no longer possible or useful to perform the work agreed upon. Food Truck Company shall only be liable within the limits of article 11 of these general terms and conditions.
4. Complaints do not suspend the payment obligation.





### **Article 13. Applicable law and disputes**

1. All legal relationships between Food Truck Company and the client to which these terms and conditions apply shall be governed by the laws of the Netherlands. The applicability of Vienna Sales Convention is excluded.
2. In the absence of mandatory rules of law to the contrary, the court in Utrecht has exclusive competent jurisdiction.

### **ADDITIONAL PROVISIONS RELATING TO LEASE EQUIPMENT**

The following provisions are, in addition to the general terms and conditions of Food Truck Company, applicable to all lease agreements!

### **Article 14. General**

1. The following provisions apply, in addition to the general provisions in article 1-13 of these general terms and conditions, to all agreements relating to the lease of equipment.
2. If there is a conflict between the provisions of the general chapter and the provisions of this section, this section shall prevail.

### **Article 15. Delivery**

1. The leased vehicle shall be deemed delivered to the client when collected at the location of Food Truck Company, unless otherwise is agreed by parties. Upon delivery, all risk of loss of and/or damage to the vehicle shall pass to the client.

### **Article 16. Use of the leased vehicle**

1. The vehicle may only be used and operated in a careful and proper manner.
2. The client must use, service and maintain the vehicle in accordance with Food Truck Company's instructions and recommendations. The client will be held liable for all damages arising from not or not fully observing and/or complying with those instructions and recommendations.
3. Any type of license or permit needed for performance shall be obtained by the client at its own expense.
4. In the event the client fails to fulfill the obligations (article 16.1, 16.2, 16.3), all the consequences, penalties and damages caused by or resulting from this failure are at the client's expense. Food Truck Company has, after following a proper notice of default observing a reasonable time period, the right to terminate the agreement in whole without the client having any right to compensation. After termination, the client is obliged to immediately return the vehicle to Food Truck Company.

### **Article 17. Ownership and inspection**

1. The leased vehicle remains at all times the property of Food Truck Company. The client shall not sell, pledge or otherwise encumber the vehicle.





2. Before the vehicle is made available to the client, Food Truck Company can make a delivery report on the condition of the vehicle. Both parties shall sign these reports. The reports confirm that the vehicle is in good working order and condition, and operating in accordance with standard specifications.
3. The client shall at no time sublease or in any other manner surrender possession of the vehicle to any third party, without the prior consent of Food Truck Company. If the client fails to fulfil this obligation, the client shall pay Food Truck Company the sum of € 1.000,00 for each day or part of a day the failure exists. The client shall compensate damages suffered by Food Truck Company and Food Truck Company is entitled to terminate the agreement.
4. The client shall allow Food Truck Company to enter the client's premises where the leased vehicle is stored or used at all reasonable times to locate and inspect the state and condition of the leased vehicle.

#### **Article 18. Loss, theft or damage**

1. In the event of any loss, theft or damage the client must notify Food Truck Company as soon as possible within a period of 24 hours. In case of theft or loss the police must be informed at the first opportunity.

#### **Article 19. Termination**

1. Food Truck Company may determine a fixed term agreement exclusively, by written notice given to the client, with a notice period of 30 days.
2. If the agreement is for an indefinite period, either party may terminate it by written (registered) notice given to the other party, with a notice period of one calendar month.

#### **Article 20. End of lease agreement**

1. Unless otherwise agreed in writing between Food Truck Company and the client, it shall be the responsibility of the client to return the vehicle to Food Truck Company on termination of the lease. The vehicle shall be restored to the original, clean condition and configuration. An acceptable condition of the vehicle is described in the guide 'Handleiding schade einde contract'.
2. If the client returns the vehicle in a damaged or unclean condition, the client will be liable for the necessary costs of cleaning and/or repairing the vehicle.
3. If the vehicle is not returned on the day it is required to be returned, the client is in default. The client shall:
  - be obligated to immediately pay Food Truck Company the sum of € 500,00 for each day or part of a day the default exists;
  - compensate to Food Truck Company all suffered damages.



The client also shall be obligated to compensate Food Truck Company for all suffered damages. The client hereby gives unconditional and irrevocable permission, now for then, for Food Truck Company or third parties engaged by Food Truck Company to enter the place where the vehicle of Food Truck Company is located, and to repossess that property. Food Truck Company may perform such action on behalf of the client and the client's expenses.

Signed for approval:

Date: \_\_\_\_\_ Client: \_\_\_\_\_

Name and function: \_\_\_\_\_

*(Hereby declares to be authorized to sign)*

Signature: