

## Tomatoworld terms and conditions regarding visits, catering and packages

### General provisions: definitions

- 1.1 Tomatoworld Foundation: the organization that manages and operates Tomatoworld.
- 1.2 Tomatoworld complex: the (un)built complex of spaces, including exhibition area, demonstration greenhouse, conference area, parking areas etc., falling under the legal and management authority of the Tomatoworld Foundation management.
- 1.3 Manager: representative of Tomatoworld regarding the conclusion and execution of agreements as referred to in these terms and conditions.
- 1.4 Customer: the natural or legal person who has concluded an agreement as referred to in these terms and conditions with Tomatoworld.
- 1.5 Agreement: an agreement between Tomatoworld and a customer regarding one or more services to be provided by Tomatoworld for the benefit of the customer, and/or its guests, for a fee to be paid by the customer.
- 1.6 Service(s): the provision by Tomatoworld Foundation of access to the Tomatoworld complex and/or the giving of guided tours and/or the provision of food and/or beverages and/or the making available of (hall) space and/or grounds, all with all related activities, deliveries and services, and everything in the broadest sense of the word.
- 1.7 Guest: the natural person to whom one or more services are to be provided on the basis of a contract entered into with the client.
- 1.8 Visitor: any person who in any way, directly or indirectly, enters into an agreement with Tomatoworld for the purpose of entering the Tomatoworld complex and/or visiting the exhibition or attending an activity organized by Tomatoworld for the visitor during opening hours.
- 1.9 Reservation value: the total revenue expectation of Tomatoworld including service fees, and b.t.w. in respect of an agreement concluded with the customer, which expectation is based on the rates in effect within Tomatoworld.
- 1.10 Cancellation: the communication in written form from the customer to Tomatoworld that one or more agreed services will not be used in whole or in part, or the communication in written form from Tomatoworld to the customer that one or more agreed services will not be provided.
- 1.11 Group: a group of 2 or more persons to whom one or more services are to be provided by Tomatoworld under one or more agreements to be regarded as related.
- 1.12 Individual: any person, and any group of persons, not included in the group of persons referred to in paragraph 11. Said group of persons.
- 1.13 Goods: all goods, including monies, monetary values and monetary papers.

### Applicability

- 2.1 Except as stated elsewhere in these terms and conditions, these terms and conditions apply to the exclusion of all other terms and conditions to offers, the formation, content and execution of all agreements between Tomatoworld Foundation and the customer.
- 2.2 Deviations from these terms and conditions are only valid if expressly agreed upon in writing.
- 2.3 The terms and conditions also extend to all natural persons and/or legal entities which Tomatoworld uses or has used in the conclusion and/or execution of an agreement.
- 2.4 Once these terms have been declared validly applicable to one particular agreement, these terms are deemed applicable to all further agreements between the same parties, unless otherwise agreed in writing.

### Formation of agreements

- 3.1 Tomatoworld can refuse to conclude an agreement at any time for any reason, except when such refusal is made solely on one or more of the grounds specified in article 429 quarter of the Penal Code (discrimination).
- 3.2 Agreements concluded by intermediaries, whether or not in the name of their relation(s), are considered to be concluded at the expense and risk of these intermediaries. Tomatoworld owes no commission to the intermediary, unless otherwise agreed upon in writing.
- 3.3 Agreements come into effect as soon as an application form signed by/on behalf of the customer has been accepted by Tomatoworld in writing, or as soon as Tomatoworld has commenced the execution of the agreement.

### General commitments of Tomatoworld

- 4.1 Tomatoworld is obliged, without prejudice to the provisions of the following articles, by virtue of the agreement to provide the services in Tomatoworld's usual manner.
- 4.2 The provisions of the preceding paragraph do not apply:
  - a in case of non-attributable shortcomings on the part of Tomatoworld as referred to in article 13
  - b If the guest(s) and the customer, or service representative, do not appear or appear half an hour later than agreed;
  - c If the client fails to pay the agreed deposit/interim payment;



4.3 Tomatoworld is obliged to make facilities available to the visitor/guest and to provide the food and beverages of as, for the benefit of the visitor/guest, agreed upon with the client. If no food and beverages have been agreed upon in advance, Tomatoworld is not obliged to provide food and beverages.

4.4 Tomatoworld is entitled to withhold the provision of (further) services if the visitor/guest does not behave in accordance with the terms and conditions and house rules. Among other things, Tomatoworld may make demands regarding the wearing of protective clothing by the visitor/guest.

4.5 If the guest(s) and customer, or their representative, have not arrived within half an hour of the reserved time Tomatoworld may consider the reservation cancelled, notwithstanding the provisions of article 9 paragraph 2.

#### **Rights and obligations of Tomatoworld regarding space rental**

5.1 Tomatoworld makes its exhibition space available in the capacity of "experience center that makes the strength of Dutch greenhouse farming visible" and has the right to impose requirements on the manner of use by the customer.

5.2 Tomatoworld is entitled to make available a space other than that agreed upon, except if this must be considered to be obviously too inconvenient for the customer. In this case, the customer has the right to terminate the agreement with immediate effect.

If Tomatoworld saves expenses by making a different space available than agreed upon under the above, the customer is entitled to the amount of those savings. For the rest, Tomatoworld shall never be liable for any compensation.

5.3 Tomatoworld is authorized, after consultation with the local authorities, to terminate the agreement due to a well-founded fear of disturbance of the public order. Should Tomatoworld make use of this right, Tomatoworld shall not be held to any compensation.

#### **Obligations of Tomatoworld regarding guided tours and other activities**

6.1 Tomatoworld is obligated to make available to the visitor/guest the facilities (as applicable) agreed upon with the customer for the benefit of the guest, of a quality and in a manner as is customary in Tomatoworld.

6.2 Tomatoworld is entitled to withhold the provision of (further) services if the guest does not behave in accordance with the terms and conditions and house rules stated in the terms and conditions. Among other things, Tomatoworld may impose requirements regarding the wearing of protective clothing in the demonstration greenhouse. The guest must leave the Tomatoworld complex at the first request if these requirements are not met.

6.3 If the guest has not arrived within half an hour of the reserved time, Tomatoworld may consider the reservation cancelled, notwithstanding the provisions of Article 9 paragraph 2.

#### **Visitor conditions; access**

7.1 In addition to these terms and conditions, the agreement is also subject to the most recent version of Tomatoworld's house rules.

#### **Staying in the complex of Tomatoworld**

8.1 During the stay in the Tomatoworld complex, the visitor/guest shall behave in accordance with safety regulations, public order, and the applicable rules of decency. The visitor/guest is further obligated to immediately follow the directions and instructions given by officials of Tomatoworld, recognizable as such. If, in the opinion of the official, a visitor/guest in any way violates these rules, standards, directions and instructions, he/she may be denied further access to the Tomatoworld complex without Tomatoworld being held liable for any compensation.

8.2 Parents/teachers/guardians are at all times responsible and accountable for the behavior of minors/individuals/groups brought by them.

8.3 It is forbidden for the visitor/guest, among other things, to:

a. to offer goods of any kind to third parties for sale, or to provide them free of charge provided there is express permission from Tomatoworld management;

b. to make changes to the exhibition.

c. to disturb other visitors/guests, including but not limited to the use of cell phones, walkmans and/or other sources of noise nuisance. However, the use of such equipment may be explicitly

permitted in certain areas;

d. Bringing (domestic) animals;

e. to smoke;

f. to consume self brought food and beverages on/in the Tomatoworld complex without permission, except on outdoor areas;

g. in the judgment of a Tomatoworld official, to carry any dangerous objects or substances, including walking sticks, umbrellas or large (back) bags; these must be dropped off at a place designated by Tomatoworld

h. to touch exhibited objects, unless this is expressly and explicitly permitted; parents/teachers/escorts must strictly ensure that exhibited objects are not touched by the minor(s)/individuals/groups they have brought/escorted.

8.4 Other than with prior written permission from Tomatoworld management, the visitor/guest is prohibited from:

- make or multiply photo, video and film recordings without permission, regardless of the medium used, including publications whether or not via electronic media such as the Internet, all in the broadest sense of the word.



8.5 Tomatoworld may deny access to the Tomatoworld complex to any visitor/guest who during one or more previous visits to the Tomatoworld complex has damaged an object through fault and/or intent, or has been guilty of the provisions of article 8 paragraph 3;

#### **Cancellation**

9.1 Cancellation of a visit must be in writing and dated. A client cannot derive any rights from a verbal cancellation. The provisions of this article apply insofar as the following paragraphs of this article do not deviate from them.

a in case of a cancellation up to 4 weeks before the confirmed visit date, no fee will be due;

b in case of a cancellation less than 4 weeks and more than 2 weeks before the confirmed date of visit the client shall pay 20% of the reservation value;

c in case of Cancellation less than 14 days and more than 7 days before the confirmed date of visit, the Principal shall be obliged to pay 35% of the Reservation Value

d in case of Cancellation less than 7 days before the confirmed date of visit, the Principal shall be required to pay 50% of the Reservation Value;

9.2 In case of non-appearance of the guest(s), the Client is in all cases obliged to pay the entire reservation value.

9.3 Amounts that Tomatoworld, in consideration of the cancelled agreement at the time of cancellation, has already owed to third parties, such as catering costs, shall at all times be reimbursed in full to Tomatoworld by the customer, provided that Tomatoworld did not act unreasonably by entering into the obligations in question.

#### **Liability**

10.1 The stay of visitor, client or guest in the Tomatoworld complex is at their own expense and risk. This exclusion of liability does not apply

- insofar as Tomatoworld has received compensation from an insurance company or another third party in respect of the risk that has been realized;

- when the damage is the direct result of intent or gross negligence of Tomatoworld and/or its employees.

10.2 In no case is Tomatoworld bound to pay a higher amount of compensation than:

1. the reservation value or, if greater

2. the amount paid by Tomatoworld's insurance company to Tomatoworld in respect of the damage, or

3. the compensation obtained from another third party with respect to the damage.

10.2 Tomatoworld is never liable for any damage caused to the visitor's/guest's or customer's vehicles except when and as far as the damage is the direct result of intent or gross negligence of Tomatoworld and/or its employees.

10.3 Tomatoworld is never liable for any direct or indirect damage whatsoever, arising as a direct or indirect result of any defect, any quality or circumstance in or on any property of which Tomatoworld is the holder, leaseholder, lessee or owner or which is otherwise at the disposal of Tomatoworld, except if and insofar as the damage is the direct result of willful misconduct or gross negligence of Tomatoworld and/or its employees.

10.4. If Tomatoworld takes delivery of goods or if goods are deposited, stored and/or left behind in any way whatsoever by anyone, without Tomatoworld stipulating any compensation, Tomatoworld shall never be liable for damage to or in connection with goods in any way whatsoever unless Tomatoworld has deliberately caused damage, or the damage is the result of Tomatoworld's gross negligence.

10.5 The customer fully indemnifies Tomatoworld for any claim, by whatever name, which the guest and/or any third party may make against Tomatoworld, if and insofar as this claim may be related in the broadest sense to any services provided or to be provided by Tomatoworld pursuant to any agreement with the customer or to the accommodation in which such a service was provided or was to be provided.

10.6 The indemnification obligation mentioned in article 10, paragraph 5, also applies if the agreement with the customer is completely or partially dissolved for whatever reason.

#### **Liability of the guest and/or client**

The customer and his/her accompanying guest(s) are jointly and severally liable for all damages that are/will be incurred by Tomatoworld and/or any third party as an (in)direct result of culpable shortcoming and/or unlawful act, including but not limited to violation of the house rules, as well as for all damage caused by any animal and/or any substance and/or any matter in their possession or under their supervision.

#### **Checkout and payment**

12.1 Client shall owe the price stipulated in the agreement without the possibility of invoking any set-off and/or compensation.

12.2 All bills, including bills relating to cancellation or non-appearance, shall be payable by the client at the time they are presented to him. The client must arrange for cash payment unless otherwise agreed in writing.

12.3 If no cash payment has been or is agreed upon, the customer shall pay the invoice presented to it within 30 days of the date of the invoice or, if the period between reservation and fulfillment of the agreement by Tomatoworld is shorter than 30 days, within a shorter period to be agreed upon.



12.4 If and insofar as timely payment as meant in article 12, paragraphs 2 and 3, is not made, the

12.4 If and insofar as timely payment as referred to in clause 12, paragraphs 2 and 3, is not made, the customer is legally in default and must reimburse Tomatoworld for all collection

Collection costs, both judicial and extrajudicial. The extrajudicial collection costs are set at a minimum of 10% of the principal amount due with a minimum of E 125.

12.5 In addition, the client will owe interest at 2% above the legal interest rate applicable at the time of the invoice date. However, the principal acting in the course of a profession or business shall owe statutory commercial interest pursuant to Article 6:119a of the Dutch Civil Code.

12.6 Complaints should be submitted in writing to Tomatoworld management as soon as possible, but no later than 5 days after the activity/event/invoice date. The complainant will receive a written response within 30 days. If the customer has not submitted their complaint in writing within the aforementioned period, their claim of a defect in the performance shall be void.

#### **Non-attributable failure**

13.1 Force majeure for Tomatoworld, which means that any shortcoming caused by it cannot be attributed to Tomatoworld, shall include every foreseeable or unforeseeable circumstance which interferes with Tomatoworld's fulfillment of the agreement in such a way that, temporarily or permanently, the fulfillment of the agreement becomes impossible or difficult.

13.2 Such circumstances include such circumstances with persons and/or services and/or institutions which Tomatoworld wishes to make use of in the implementation of the agreement, as well as everything that applies to the aforementioned as force majeure or suspending or resolving condition, as well as attributable shortcomings of the aforementioned.

13.3 If one of the parties to an agreement is unable to fulfill any of the obligations of the agreement, this party is obliged to notify the other party in writing as soon as possible.

#### **Applicable law and disputes**

14.1 Dutch law is exclusively applicable to all agreements.

14.2 In case of disputes between Tomatoworld and a visitor/guest/principal the court in Tomatoworld's place of business has exclusive jurisdiction, unless another court has jurisdiction pursuant to mandatory provisions of law and without prejudice to Tomatoworld's authority to have the dispute decided by the court which would have jurisdiction in the absence of this stipulation.

14.3 All claims of the client/guest/visitor/third party shall become time-barred after the expiration of one year from the time they arose.

14.4 The invalidity of one or more of the clauses in these General Conditions shall not affect the validity of all other clauses. Should a clause in these Terms and Conditions prove to be invalid for any reason, the parties shall be deemed to have agreed on a valid replacement clause that approaches the invalid clause as closely as possible in scope and purport.

The Terms and Conditions of "Stichting Tomatoworld" in Honselersdijk regarding visitation, catering and arrangements are determined by its Foundation Tomatoworld and filed on May 27, 2011 at the Chamber of Commerce Haaglanden in The Hague under number 27347604.