

General Terms and Conditions for The Battlefield Explorer Tours

Article 1. Definitions

1. Contractor: The Battlefield Explorer Tours, part of Hell's Highway B.V. registered with the Chamber of Commerce under number 69360170.
2. Contracting party: the natural or legal person by whose assignment services are provided and/or activities are carried out and/or goods are delivered.
3. Agreement: the agreement between Contractor and Contracting party in the matter of the provision of services and/or the performance of activities and/or the delivery of goods.
4. Service: all services, in any shape or form, that the Contractor provides for the Contracting party.

Article 2. General

1. The Agreement shall come into effect by the General Terms and Conditions in question together with the confirmation of assignment signed by Contractor and Contracting party.
2. These General Terms and Conditions shall be applicable to any and all offers, quotations and the Agreement between Contractor and Contracting party, insofar as the parties do not explicitly deviate from these General Terms and Conditions.
3. The applicability of any purchasing terms and conditions and/or any other terms and conditions of Contracting party is expressly denied.
4. Should one or more conditions of these General Terms and Conditions be entirely or partially annulled or declared void by the court at any time, this shall not affect the validity of any other conditions.

Article 3. Quotations and offers

1. All quotations and offers by Contractor shall be without obligation, unless the offer or quotation states an acceptance term. If no acceptance term is stated, no right can be derived from the quotation or offer in any manner whatsoever.
2. Quotations by Contractor shall be based on the information supplied by Contracting party. Contracting party warrants that he/she has timely and truthfully supplied Contractor all information that is essential for the planning, execution and completion of the assignment.
3. Contractor cannot be held to a quotation or offer if Contracting party may reasonably understand that (a part of) the quotation and offer contains an obvious mistake or error in writing.
4. A composite quotation and offer shall not obligate Contractor to carry out a part of the quotation and offer against a corresponding part of the stated price.
5. Offers and quotations shall not automatically apply to future orders.

Article 4. Prices

1. All prices shall be in euro including of VAT and other government levies as well as any other costs that may be incurred within the framework of the Agreement such as travel and other expenses and costs.

Article 5. Agreement

1. The Agreement shall come into effect as per the day of signing by Contracting party, the day of sending the written confirmation of assignment by Contractor to Contracting party respectively.

Article 6. Execution of the Agreement

1. Contractor shall observe the care of a good Contractor in the execution of his/her activities.
2. By force of the Agreement, Contractor undertakes a best efforts obligation and therefore does not provide any guarantees concerning the results of the assignment, unless explicitly determined otherwise.
3. Contractor shall have the right, insofar as this is required for a proper execution of the Agreement, to have the Agreement partly carried out by third parties. Contractor shall only proceed thereto after consultations with Contracting party.
4. The applicability of the articles 7:404, 7:407 paragraph 2 and 7:409 Dutch Civil Code is hereby expressly excluded.
5. If within the duration of the assignment, a term has been agreed for the completion of certain activities, this term shall never be final to Contractor. When the performance time is exceeded, Contracting party shall declare Contractor to be in default in writing.

Article 7. Payment terms

1. After accepting the Agreement, the Contracting party will make a down payment to the Contractor. This payment will be equal to 10% of the total agreed upon price. The Contracting party is obligated to pay within 14 days of the definitive confirmation of the Agreement by the Contractor.
2. The remainder of the agreed upon price has to be paid to the Contractor no less than 4 weeks before the agreed upon date of the Service. If a Service has been requested less than 4 weeks before the requested date then payment in full is required immediately. If the Contracting party is late in paying the Contractor has the right to, after reminding the Contracting party to cancel the Agreement. In this case the Cancellation Terms (article 8) are applied and cancellation fees will be charged.

Article 8. Cancellation

1. If the Contracting Party cancels, the Service can be rescheduled on a later date.
2. Up to two weeks before the Service, the Agreement can be cancelled without any costs.
3. If the Contracting party cancels between 7 and 14 days before the Service, 10% of the agreed upon price will be charged.
4. If the Contracting party cancels less than 7 days before the Service, 25% of the agreed upon price will be charged.
5. If the Contractor is forced to cancel the Service then the Contracting party will get a full refund.

Article 9. Alteration of the assignment

1. Changes in the Agreement by Contracting party that could not have been foreseen by Contractor and that entail additional work, shall be charged by Contractor to Contracting party pursuant the rate agreed in the Agreement. Additional work shall furthermore be the rescheduling of planned activities by Contractor if this is required as a result of supplying incorrect or incomplete data by Contracting party. Contractor shall have the right to invoice the costs for additional work to Contracting party on the basis of actual costs.

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2. Contracting party shall timely inform Contractor in writing of any changes in the execution of the Agreement requested at a later time by Contracting party after granting the assignment. Any amendment of and/or addition to the Agreement shall only be valid if accepted by both Contractor and Contracting party (preferably in writing).
3. Changes made in an assignment that has already come into effect, may result in the fact that the originally agreed delivery time shall be exceeded by Contractor.

Article 10. Complaints and investigations

1. If Contracting party does not lodge a written complaint with Contractor after he/she has discovered or should have discovered a fault in the performance of Contractor, Contracting party shall no longer be able to claim this fault.
2. Contracting party shall not have the right to suspend his/her (payment) obligations if Contracting party believes he/she has a right of complaint.
3. Contracting party must enable Contractor to investigate a complaint or to have it investigated.
4. In the event of founded and timely complaints, Contractor shall to his sole discretion give compensation or credit a proportional part of the invoice.
5. If it is established that a complaint is unfounded, the costs relating thereto incurred by Contractor shall fully be to the account of Contracting party.

Article 11. Force Majeure

1. If Contractor cannot, not timely or properly fulfil his/her obligations under the Agreement as a result of a cause that cannot be attributed to him/her, such obligations shall be suspended until the time that Contractor is able to fulfil these in the agreed manner. Illness on the side of Contractor will in each case be considered as force majeure.
2. If the period in which fulfilment of the obligations of Contractor is not possible, is longer than two months, parties are authorized to terminate the Agreement without any right of Contracting party to compensation for damages. The performance already effected under the Agreement, shall then be settled proportionately.

Article 12. Liability

1. Contractor shall not be liable for any damages of whatever nature that have arisen from the fact that Contractor has based himself on incorrect and/or incomplete data supplied by Contracting party.
2. Should Contractor be liable for any damages whatsoever, the liability of Contractor shall be limited to the invoice amount, at least to that part of the amount to which the liability is related.
3. The liability of Contractor shall in each case be limited to maximally one time the invoice value of the order, at least to that part of the order to which the liability relates, this with a maximum of 250,000 euro (two hundred and fifty thousand euro).
4. Contractor shall exclusively be liable for direct damages.
5. Direct damages shall exclusively be the reasonable costs to establish the cause and the scope of the damage, insofar as the establishment relates to damages in the sense of these General Terms and Conditions, any reasonable costs incurred to bring the faulty performance by Contractor in line with this Agreement, insofar as these may be attributed to Contractor and reasonable costs incurred to prevent or limit the damage insofar as Contracting party proves that these costs have resulted in a limitation of the direct damages as referred to in these General Terms and Conditions.
6. Contractor shall never be liable for indirect damages, including consequential damage, loss of profit, missed savings and damage through work stagnation.
7. Any claims of Contracting party to Contractor shall lapse after a period of 1 (one) year after completing the assignment.
8. The limitations of the liability included in this article, shall not apply when the damage is due to intent or wilful recklessness of Contractor or his/her executive staff at management level.

Article 13. Intellectual property

1. All models, works and/or inventions developed by Contractor on behalf of Contracting party are and shall remain the property of Contractor. This shall include all intellectual property rights including but not limited thereto any copyrights, model rights and or patent rights.
2. All documents, such as reports, computer programmes, system designs, methods, advice and contracts issued by Contractor on behalf of Contracting party, may be used by Contracting party and may be multiplied by Contracting party for his own use within the own organisation. The documents supplied by Contractor may not be made public, multiplied and/or exploited or made known to any third parties by Contracting party unless the nature of the supplied documents determines otherwise.

Article 14. Time limit

1. In deviation of the legal time limits, the time limit of all claims and defences with respect to Contracting party shall be 1 (one) year.

Article 15. Applicable law

1. All Agreements between Contractor and Contracting party shall exclusively be governed by the law of the Netherlands.
2. The applicability of the Vienna Sales Convention (CISG) is excluded.
3. Without prejudice to the right of Contractor to submit a dispute to the competent court by law, disputes between the parties shall in first instance be submitted to the competent court in the place of business of Contractor, unless prescribed as mandatory according to the law.