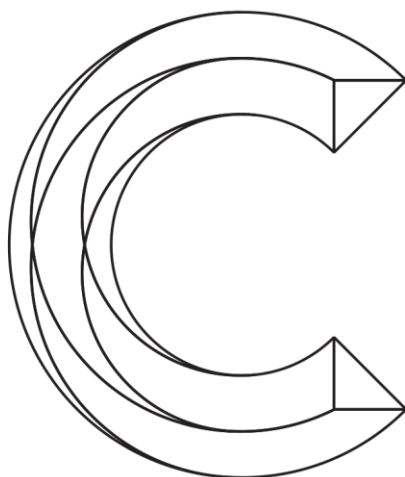


# CAPITAL



# AMSTERDAM

DIAMANTBEURS

---

## General Terms and Conditions

### Capital C

## GENERAL TERMS AND CONDITIONS

### 1. TERMS

1.1 **CAPITAL C** IS PART OF **CAPITAL C EXPLOITATIEMAATSCHAPJI B.V.**, HAVING ITS REGISTERED OFFICE IN AMSTERDAM, REGISTERED WITH THE CHAMBER OF COMMERCE UNDER NUMBER: **73648345**; HEREINAFTER REFERRED TO AS “**CAPITAL C**”.

1.2 THE USER: THE NATURAL PERSON OR LEGAL PERSON **CAPITAL C** HAS ENTERED INTO AN AGREEMENT WITH, HEREINAFTER REFERRED TO AS “**THE USER**”.

THE GENERAL TERMS AND CONDITIONS SHALL APPLY WITHOUT PREJUDICE TO THE USER AGREEMENT CONCLUDED BETWEEN THE USER AND **CAPITAL C** AND FORM AN INTEGRAL PART OF THE USER AGREEMENT.

1.3 SERVICE: MAKING OFFICE SPACE, CONFERENCE ROOMS AND WORK PLACES AVAILABLE TO THE USER.

### 2. GENERAL

2.1 THESE GENERAL TERMS AND CONDITIONS SHALL APPLY TO ALL OFFERS AND AGREEMENTS MADE BY **CAPITAL C**. THE USER AGREEMENT COMES INTO EFFECT BY DULY SIGNING THE USER AGREEMENT. BY SIGNING THE USER AGREEMENT, THE USER DECLARES THAT THESE GENERAL PROVISIONS HAVE BEEN MADE AVAILABLE TO THE USER AND THAT THESE HAVE BEEN ACCEPTED BY THE USER.

2.2 ARRANGEMENTS MADE WITH STAFF OF **CAPITAL C** DO NOT BIND **CAPITAL C**, UNLESS THESE ARRANGEMENTS HAVE BEEN CONFIRMED IN WRITING.

2.3 IT IS NOT PERMISSIBLE TO USE THE AREA MADE AVAILABLE TO THE USER FOR RETAIL PURPOSES, WITH FREQUENT WALK-IN OF SHOPPERS.

2.4 IF THE USER ENGAGES IN ACTS PROHIBITED BY LAW, THE AGREEMENT SHALL BE TERMINATED WITH IMMEDIATE EFFECT, WITHOUT ANY REIMBURSEMENT OF THE REMAINING USAGE FEE.

2.5 IT IS FORBIDDEN TO SMOKE IN THE AREA.

2.6 THE FOLLOWING IS INCLUDED IN THE PRICE FOR THE USE OF A WORKPLACE:

- DESK
- OFFICE CHAIR
- CABINET
- SHARED USE OF THE GENERAL AREA WITH ALL USERS OF CAPITAL C.

### 3. DELIVERY/PAYMENT

3.1 ALL PRICES AND RATES SET OUT IN THESE GENERAL PROVISIONS OR IN THE USER AGREEMENT ARE EXCLUSIVE OF VAT AND ANY OTHER TAXES IMPOSED BY THE GOVERNMENT.

3.2 UNLESS OTHERWISE AGREED IN WRITING, ALL INVOICES SHALL BE ISSUED ON A MONTHLY BASIS, TO BE PAID EACH TIME IN ADVANCE. IF A USER AGREEMENT IS CONCLUDED FOR A SPECIFIC PERIOD, THE INVOICING SHALL THEN TAKE PLACE PRECEDING THAT SPECIFIC PERIOD.

3.3 IN THE ABSENCE OF TIMELY PAYMENT AND/OR FULL PAYMENT, THE USER SHALL OWE **CAPITAL C** THE STATUTORY COMMERCIAL INTEREST AND EXTRAJUDICIAL COLLECTION COSTS WITHOUT FURTHER NOTICE OF DEFAULT OR SUMMONS BEING REQUIRED. IF THE USER FAILS TO MEET ANY OF THE USER'S OBLIGATIONS UNDER THESE GENERAL PROVISIONS OR UNDER THE

initials of **CAPITAL C**:

initials of User:

USER AGREEMENT, **CAPITAL C**, WITHOUT PREJUDICE TO THE FOREGOING, SHALL BE ENTITLED TO TERMINATE THE AGREEMENT IMMEDIATELY AND WITHOUT JUDICIAL INTERVENTION.

#### **4. LIABILITY**

4.1 THE USER SHALL BE LIABLE TOWARDS **CAPITAL C** FOR ALL DAMAGE AND LOSSES TO THE AREA GIVEN IN USE TO THE USER, UNLESS THE USER PROVES THAT HE, THE PERSONS WHOM HE HAS ADMITTED TO THE AREA MADE AVAILABLE, HIS STAFF AND THE PERSONS FOR WHOM THE USER IS LIABLE, CANNOT BE BLAMED OR THAT THE USER CANNOT BE ACCUSED OF NEGLIGENCE IN THIS RESPECT.

4.2 **CAPITAL C** SHALL NOT BE LIABLE FOR ANY DAMAGE CAUSED TO THE PERSON OR GOODS OF THE USER AND THE USER SHALL NOT BE ENTITLED TO A REDUCTION OF THE AGREED FEE, NOR SHALL THE USER BE ENTITLED TO SUSPEND OR SET OFF HIS PAYMENT OBLIGATIONS OR TO DISSOLVE THE AGREEMENT IN CASE OF ANY RESTRICTION IN ALLOWING THE USER THE ENJOYMENT THAT IT SHOULD BE ABLE TO EXPECT OWING TO INTER ALIA INCORRECT REPORTING, STRIKES, DELAYS, TECHNICAL FAILURES OR DERELICTION OF DUTIES ON THE PART OF AN EMPLOYEE OR MANAGER OF **CAPITAL C**, STAGNATION IN THE SUPPLY OF GAS, WATER, ELECTRICITY, HEATING AND VENTILATION, MALFUNCTIONS OF SYSTEMS AND EQUIPMENT, MALFUNCTION OR FAILURE OF THE WIRELESS INTERNET OFFERED, FIRE, SHORTCOMINGS IN SUPPLIES AND SERVICES PROVIDED BY **CAPITAL C** OR OF THIRD PARTIES. **CAPITAL C** SHALL ALSO NOT BE LIABLE FOR ANY DAMAGE TO THE PERSON OR GOODS OF THIRD PARTIES PRESENT IN THE AREA MADE AVAILABLE TO THE USER AND THE USER SHALL INDEMNIFY **CAPITAL C** AGAINST ALL CLAIMS OF THOSE THIRD PARTIES IN THIS RESPECT.

4.3 THE USER SHALL BE LIABLE FOR ANY DAMAGE RESULTING FROM ALTERATIONS AND ADDITIONS MADE BY OR ON BEHALF OF THE USER. THE USER SHALL INDEMNIFY **CAPITAL C** AGAINST ANY CLAIMS BY THIRD PARTIES FOR DAMAGE CAUSED BY THE ALTERATIONS AND FACILITIES MADE BY THE USER.

4.4 **CAPITAL C** SHALL NOT BE LIABLE FOR LOSS OF PROFITS OF THE USER OR FOR DAMAGE RESULTING FROM THE ACTIVITIES OF OTHER USERS OR OF LIMITATIONS IN THE USE OF THE AREA MADE AVAILABLE TO THE USER THAT ARE CAUSED BY THIRD PARTIES.

4.5 THE USER SHALL CAREFULLY HANDLE ALL COMPONENTS OF THE BUSINESS CENTER, THE EQUIPMENT, SYSTEMS AND DESIGN ELEMENTS OF WHICH THE USER MAKES USE. THE USER MAY NOT ALTER A SINGLE COMPONENT WHATSOEVER.

4.6 **CAPITAL C** SHALL NEVER BE LIABLE FOR DISPOSAL OF OR DAMAGE TO THE PROPERTY PRESENT IN THE AREA THAT IS MADE AVAILABLE TO THE USER.

#### **5. APPLICATION/AMENDMENTS TO THE TERMS AND CONDITIONS**

5.1 **CAPITAL C** SHALL AT ALL TIMES RESERVE THE RIGHT TO SUGGEST AN AMENDMENT TO THESE GENERAL PROVISIONS OR TO THE CONDITIONS OF THE USER AGREEMENT. THE AMENDMENT SHALL BE COMMUNICATED TO THE USER EITHER IN WRITING OR BY EMAIL.

THE USER MUST INFORM **CAPITAL C** IN WRITING OF ANY OBJECTIONS TO THE AMENDMENT WITHIN THREE CALENDAR WEEKS FOLLOWING THE SENDING OF THE COMMUNICATION. IN THE ABSENCE THEREOF THE USER IS DEEMED TO HAVE ACCEPTED THE AMENDMENT TO THE TERMS AND CONDITIONS.

5.2 IF THE USER DOES NOT ACCEPT AN AMENDMENT TO THE TERMS AND CONDITIONS AS PROPOSED BY **CAPITAL C**, **CAPITAL C** WILL CONSIDER THIS NON-ACCEPTANCE TO BE A TERMINATION OF THE USER AGREEMENT BY THE USER, EFFECTIVE FROM THE DATE PRECEDING THE DAY ON WHICH THE PROPOSED AMENDMENT TO THE TERMS AND CONDITIONS WAS TO TAKE EFFECT.

initials of **CAPITAL C**:

initials of User: