

GENERAL TERMS AND CONDITIONS

DEFINITIONS: BLOSSOM WEDDINGS & EVENTS: user of these general terms and conditions, being Valerie Vliet, acting under the name "BLOSSOM WEDDINGS & EVENTS"; "BLOSSOM WEDDINGS" established in De Meern, the Netherlands at Nirrewortel 124 and listed in the commercial register under Chamber of Commerce number 30243817.

CLIENT: the other party of BLOSSOM WEDDINGS & EVENTS being the party assigning BLOSSOM WEDDINGS & EVENTS to organize a wedding, in whose name BLOSSOM WEDDINGS & EVENTS organizes a wedding, event, anniversary, marriage proposal or engagement party, or makes a reservation to that effect. Until the moment when an agreement is reached, client will also be referred to as applicant.

AGREEMENT: the agreement for the provision of services.

Article 1 – GENERAL

1.1 These terms and conditions are applicable to all offers of BLOSSOM WEDDINGS & EVENTS and all agreements and all other legal relations between BLOSSOM WEDDINGS & EVENTS and Client, including the amendments thereof, insofar as these terms and conditions have not been deviated from in writing.

1.2 If one or more of these general terms and conditions is void or become voidable, the other provisions of these

general terms and conditions will remain in full force and effect.

1.3 Any deviations from these general terms and conditions will only be valid if these have been explicitly agreed between parties in writing. The applicability of any terms and conditions used by Client are explicitly excluded by BLOSSOM WEDDINGS & EVENTS. These general terms and conditions replace any terms and conditions used by Client.

Article 2 – FORMATION AND CONTENT OF THE AGREEMENT

2.1 The first offer submitted is mutually non-binding and no rights may be derived from printing and typesetting errors and clerical errors and offers containing garbled text.

2.2 Unless it is apparent from the offer or otherwise agreed, offers will have a term of validity of two weeks, beginning on the date stated on the offer.

2.3 An offer consisting of various components does not oblige BLOSSOM WEDDINGS & EVENTS to perform part of the offer against the price quoted for that component in the offer.

2.4 The Agreement between BLOSSOM WEDDINGS & EVENTS and Client is formed upon the receipt by BLOSSOM WEDDINGS & EVENTS of a copy of the offer signed by Client.

2.5 If BLOSSOM WEDDINGS & EVENTS at the request of Client has commenced with the performance and/or adjustment of an offer, but no agreement for the provision of services is concluded between parties, Client will be held to reimburse the costs incurred by BLOSSOM WEDDINGS & EVENTS. The costs incurred include research expenses intended to obtain further information than the information stated in the offer, costs for viewing locations, talks held at the location of, lease of equipment by BLOSSOM WEDDINGS & EVENTS and suchlike.

2.6 In case the Agreement is concluded between BLOSSOM WEDDINGS & EVENTS and multiple Clients, all Clients will be jointly and severally liable for all obligations arising from the Agreement.

Article 3 – COOPERATION BY CLIENT

3.1 Client shall ensure all data and documentation BLOSSOM WEDDINGS & EVENTS requires in accordance with its opinion for the correct and timely performance of the assignment granted, are made available to BLOSSOM WEDDINGS & EVENTS in time and in the form and manner as desired by BLOSSOM WEDDINGS & EVENTS.

3.2 Client shall ensure that BLOSSOM WEDDINGS & EVENTS is notified forthwith about facts and circumstances that may be important in connection with the correct performance of the assignment.

3.3 Unless it arises otherwise from the assignment, Client is responsible for the accuracy, completeness and reliability of the data and documentation made available to BLOSSOM WEDDINGS & EVENTS, also if these originate from third parties. BLOSSOM WEDDINGS & EVENTS is not liable for any damage, of whichever nature, due to BLOSSOM WEDDINGS & EVENTS using incorrect or incomplete information provided by Client as a basis in the performance of the Agreement.

3.4 Unless the nature of the assignment requires otherwise Client will deploy the support staff as deemed necessary by BLOSSOM WEDDINGS & EVENTS or have

said support staff deployed in order to enable BLOSSOM WEDDINGS & EVENTS to perform the work. If specific support staff is required, this will be agreed and laid down in the Agreement. Client shall ensure the support staff is properly skilled and experienced to perform the work.

3.5 The additional costs and additional fees arising from the delay in the performance of the assignment as a result of the failure to promptly or properly make the requested data, documentation, facilities and/or staff available, will be borne by Client. Moreover, in such cases BLOSSOM WEDDINGS & EVENTS will have the right to suspend performance of the Agreement.

3.6 If Client for the performance of the Agreement presses for the deployment of additional (staff) support, BLOSSOM WEDDINGS & EVENTS must be notified of this in writing at least 3 weeks such deployment. The additional deployment will be charged based on the agreed hourly rate, excluding expenses for travel and accommodation.

3.7 On the day of the wedding, Client shall provide for a healthy meal for BLOSSOM WEDDINGS & EVENTS and any third parties it engages. If the distance from the location of the wedding or the party to the residence of BLOSSOM

WEDDINGS exceeds a one-hour drive, BLOSSOM WEDDINGS & EVENTS will charge the costs of an overnight stay at a hotel to Client. Before booking a hotel, BLOSSOM WEDDINGS & EVENTS and Client will consult with each other about this.

3.8 Client grants BLOSSOM WEDDINGS & EVENTS permission to use visual material – in the broadest sense of the word and with due observance of the rights of a possible creator thereof – for the portfolio of BLOSSOM WEDDINGS & EVENTS on its website and its social media channels.

Article 4 – PERFORMANCE OF THE AGREEMENT

4.1 BLOSSOM WEDDINGS & EVENTS is will be under no obligation to perform the Agreement until after receipt by BLOSSOM WEDDINGS & EVENTS of the offer/agreement signed by Client and payment of the first 50% of the agreed amount as referred to in article 7.1.

4.2 If and insofar required for a proper performance of the Agreement, BLOSSOM WEDDINGS & EVENTS has the right to engage the third parties to assist in the performance of the Agreement.

4.3 The costs for the assistance of third parties and the costs in connection with the facilities reasonably required by said third parties will be borne by Client. These costs are not included in the amount agreed between parties, unless explicitly agreed otherwise in writing.

4.4 Parties other than as referred to in article 4.2, such as suppliers, will be engaged by and at the expense of Client, unless explicitly agreed otherwise by parties in writing.

Article 5 – AMENDMENTS OF THE AGREEMENT

5.1 If during the performance of the assignment it becomes apparent that its proper performance requires adjusted or additional work, parties will promptly consult with each other to amend the agreement accordingly.

5.2 If the adjustment of and/or the addition to the agreement has financial and/or qualitative consequences, BLOSSOM WEDDINGS & EVENTS will notify Client of this in advance.

5.3 If more than three months have passed since the Agreement was entered into, BLOSSOM WEDDINGS & EVENTS will reserve the right to increase the stipulated price as a result of legally imposed price increases and unexpected, reasonably required higher costs. BLOSSOM WEDDINGS & EVENTS will be under the obligation to communicate and explain these price changes to Client as soon as possible.

5.4 Moreover, BLOSSOM WEDDINGS & EVENTS may increase the agreed price when it becomes apparent during the performance of the work that the originally agreed, or

Article 6 – FEE

6.1 The fee of BLOSSOM WEDDINGS & EVENTS is excluding expenses of BLOSSOM WEDDINGS & EVENTS and excluding charges from third parties engaged by BLOSSOM WEDDINGS & EVENTS.

Article 7 – PAYMENTS AND INVOICING

7.1 The agreed amount will be invoiced in different manners depending on the nature of the assignment. In case of a full organization of a wedding and master of ceremonies duties (or another event) both domestically as well as abroad, the agreed amount will be invoiced in three

3.9 If Client engages suppliers in itself, all agreements with all these suppliers must be recorded in writing no later than 2 weeks prior to the wedding. If such proves not to be the case or if major changes are required, BLOSSOM WEDDINGS & EVENTS will charge an amount of € 175.- for this, including VAT for each record or change.

4.5 If Client wishes to engage third parties in the performance of the assignment, Client will only proceed to do so after having reached an agreement to that effect with BLOSSOM WEDDINGS & EVENTS, for the reason that the direct or indirect engagement of a third party in the performance of the assignment may significantly affect the possibilities of BLOSSOM WEDDINGS & EVENTS to properly perform the assignment.

4.6 Any styling materials made available by BLOSSOM WEDDINGS & EVENTS in itself will remain the property of BLOSSOM WEDDINGS & EVENTS, with the exception of (fresh) flowers. If these materials are not returned to BLOSSOM WEDDINGS & EVENTS in full and/or without damage, Client shall reimburse BLOSSOM WEDDINGS & EVENTS for the replacement value of such materials.

else expected amount of work was estimated to such insufficient extent when entering into the Agreement, and such is not attributable to BLOSSOM WEDDINGS & EVENTS, that it cannot be reasonably expected to perform the work against the originally agreed price. In such an event, BLOSSOM WEDDINGS & EVENTS will notify Client of the intended increase of the price. In doing so, BLOSSOM WEDDINGS & EVENTS will state the extent of the increase and the date when such will take effect.

5.5 If during the performance of the assignment, Client wishes to reschedule the wedding for another date, this must be done after consulting BLOSSOM WEDDINGS & EVENTS. For rescheduling BLOSSOM WEDDINGS & EVENTS will charge 25% of the agreed amount from the original offer. BLOSSOM WEDDINGS & EVENTS will also submit a separate offer for the additional work arising from this to Client.

6.2 The travel costs incurred by BLOSSOM WEDDINGS & EVENTS for the performance of the Agreement within the Netherlands will be charged on the final invoice based on €0.45 per kilometer travelled.

components: 50% upon the formation of the Agreement and 40% three months prior to the wedding and 10% in the week of the wedding. BLOSSOM WEDDINGS & EVENTS reserves the right to agree on a payment scheme that varies from its rate. In such case BLOSSOM WEDDINGS & EVENTS will

include the payment scheme in the offer to Client and record this in the confirmation of the assignment. For a wedding consultation the agreed amount will be invoiced in full (100%) on the date when the consultation takes place.

7.2 Payment by Client shall be made within 14 days after the invoice date, unless otherwise agreed in writing between Client and BLOSSOM WEDDINGS & EVENTS.

7.3 After the day of the wedding, Client may receive an additional invoice on the basis of subsequent calculation, for costs not yet invoiced and any crediting or debiting arising from amendments of the Agreement.

7.4 Any objections against the (amount of the) invoice do not suspend the payment obligation for the unchallenged part of the invoice.

Article 8 – RESEARCH AND COMPLAINTS

8.1 Complaints must be submitted to BLOSSOM WEDDINGS & EVENTS in writing and sufficiently motivated within 1 week after having been discovered and no later than within 4 weeks after the day of the wedding. The notice of default shall contain as detailed a description of the default as possible, to such an extent that BLOSSOM WEDDINGS & EVENTS will be able to react properly.

8.2 BLOSSOM WEDDINGS & EVENTS shall be given the opportunity to verify the submitted complaint. If in its opinion, the complaint is justified and if it is no longer possible or worthwhile to as yet perform the agreed work,

7.5 Client who fails to pay in time will be in default by operation of law, from the moment the payment term expires, without further notice of default being required. From that moment on BLOSSOM WEDDINGS & EVENTS will be entitled to: • the statutory interest (or an interest percentage it determines for itself) from the due date until the full payment; • in case Client is a consumer, the extrajudicial costs in conformity with the Dutch “Extrajudicial Collection Costs (Fees) Decree”, as referred to in Section 6:96(4) of the Dutch Civil Code. These costs will be increased with the VAT due for this, depending on whether Client is able to set off turnover tax; • if Client is a legal entity or a natural person acting in the course of a profession or the operation of a business, the extrajudicial costs, which costs amount to 15% of the principal sum due, with a minimum of € 200,00.

BLOSSOM WEDDINGS & EVENTS will only be liable within the boundaries of article 10.8.3. Lodging a complaint in time does not release Client from its payment obligations pursuant to the Agreement.

8.3 BLOSSOM WEDDINGS & EVENTS reserves the right to agree to a payment scheme that deviates from its rate. In such a case, BLOSSOM WEDDINGS & EVENTS will include the payment scheme in the offer to Client and record this in the order confirmation.

Article 9 - DISSOLUTION, TERMINATION AND SUSPENSION OF THE AGREEMENT

9.1 BLOSSOM WEDDINGS & EVENTS has the right to terminate or discontinue the Agreement, without becoming liable for compensation towards Client if the content of the Agreement in its opinion may damage the interests and/or good name of its enterprise and furthermore if the safety of guest, staff and/or engaged suppliers in the opinion of BLOSSOM WEDDINGS & EVENTS is insufficiently guaranteed or in case of improper use of the materials made available.

9.2 If the Agreement is dissolved, the claims from BLOSSOM WEDDINGS & EVENTS on Client will become immediately due and payable. If BLOSSOM WEDDINGS & EVENTS suspends compliance with the obligations, it will retain its claims under the law and the Agreement.

9.3 Client is under the obligation to take out a wedding insurance, and submit the policy to BLOSSOM WEDDINGS & EVENTS unless explicitly agreed otherwise by parties in writing.

9.4 If Client discontinues or cancels an agreement in whole or in part, the agreed fee and the costs incurred by BLOSSOM WEDDINGS & EVENTS, including the remunerations to third parties referred to in article 4.2, as a result of this cancellation will be compensated for in full by Client:

- a. in case of cancellation within two weeks after concluding the Agreement, unless the wedding or the party takes place within two weeks: 25% of the agreed amount from the original offer;
- b. in case of cancellation more than 12 weeks before the wedding or party: 75% of the agreed amount from the original offer;
- c. in case of cancellation 12 weeks or less and more than 1 week before the wedding or party: 90% of the agreed amount from the original offer;
- d. in case of cancellation 1 week or less before the wedding or party: 100% of the agreed amount from the original offer.

Article 10 – LIABILITY

10.1 BLOSSOM WEDDINGS & EVENTS will perform its work to the best of its ability and in doing so observe the due care that may reasonably be expected from a reasonably competent and reasonably acting colleague. BLOSSOM WEDDINGS & EVENTS will not be liable for damage arising from a mistake that is made due to Client providing BLOSSOM WEDDINGS & EVENTS with incorrect or incomplete information. If Client proves that it has incurred damage through a mistake made by BLOSSOM WEDDINGS & EVENTS, which might have been avoided by acting with due care, is BLOSSOM WEDDINGS & EVENTS will only be liable for direct damage and to a maximum of the agreed fee.

BLOSSOM WEDDINGS & EVENTS will never be liable for damage of whichever nature as a result of acts or failure to act by suppliers engaged by Client.

10.2 Direct damage will exclusively be considered to be:
 - the reasonable costs to determine the cause and extent of the damage, insofar as the determination pertains to damage within the meaning of these terms and conditions;
 - any reasonably incurred costs to determine the default in compliance with the agreement by BLOSSOM WEDDINGS & EVENTS if these can be attributed to BLOSSOM WEDDINGS & EVENTS;

- reasonably incurred costs to prevent or limit damage, insofar as Client demonstrates that these costs resulted in the limitation of direct damage as referred to in these general terms and conditions.

10.3 BLOSSOM WEDDINGS & EVENTS is not liable for indirect damage, including consequential damage, lost income, lost savings, damage as a result of business interruption, costs arising from an order for costs, lost interest and/or loss due to delay, damage as a result of providing insufficient cooperation and/or information of Client, and/or damage due to non-binding information or advice provided by BLOSSOM WEDDINGS & EVENTS, of which the content does not explicitly form part of the written Agreement.

Article 11 – INDEMNIFICATION

11.1 Client indemnifies BLOSSOM WEDDINGS & EVENTS from claims by third parties for damage caused due to Client providing BLOSSOM WEDDINGS & EVENTS with incorrect and incomplete information, unless Client demonstrates that the damage is not in connection with acts or failure to act attributable to Client or else caused by intent or gross negligence from BLOSSOM WEDDINGS & EVENTS and unless any mandatory (inter)national law or regulation prohibits such provision.

11.2 Client indemnifies BLOSSOM WEDDINGS & EVENTS against claims from third parties pertaining to rights of intellectual property of materials or data provided

10.4 If BLOSSOM WEDDINGS & EVENTS in the performance of the Agreement engages one or more third parties as referred to in article 4.2 then BLOSSOM WEDDINGS & EVENTS will never be liable for any mistakes made by these third parties. If a third party has limited its liability BLOSSOM WEDDINGS & EVENTS will be authorized to accept this limitation of liability, also on behalf of Client.

10.5 BLOSSOM WEDDINGS & EVENTS is not liable for damage or loss of documentation during transportation or during dispatch by mail, regardless if the transportation or dispatch is effected by or on behalf of Client, BLOSSOM WEDDINGS & EVENTS or third parties.

by Client, which are used in the performance of the agreement.

11.3 Client indemnifies BLOSSOM WEDDINGS & EVENTS against claims from third parties as referred to in article 4.2 and for claims from third parties as referred to in article 4.4.

11.4 If Client provides BLOSSOM WEDDINGS & EVENTS with information carriers, electronic files or software, etc., Client guarantees that these information carriers, electronic files or software are free from viruses and defects.

Article 12 – FORCE MAJEURE

12.1 BLOSSOM WEDDINGS & EVENTS will not be held to comply with any obligation under the Agreement if it is obstructed to do so as a result of force majeure. Force majeure is considered to be: every shortcoming not attributable to BLOSSOM WEDDINGS & EVENTS. Shortcomings may not be attributed if they are not its fault, nor if it is not accountable by law, legal act or according to generally accepted standards. Sickness and/or accident, death in the family, theft, fire, weather conditions, traffic jams, power outages, epidemics, pandemics and such qualify as force majeure.

12.2 Client will be notified of the force majeure by BLOSSOM WEDDINGS & EVENTS in writing as soon as possible, unless the address of the Client has not been disclosed to BLOSSOM WEDDINGS & EVENTS, or within reason can be known. In such case Client will be notified verbally of the force majeure as soon as possible.

12.3 Insofar as BLOSSOM WEDDINGS & EVENTS at the time the force majeure occurs has meanwhile partially complied with its obligations under the Agreement or will be able to comply with same and independent value is vested in the part that has been complied with, respectively the part to be complied with, BLOSSOM WEDDINGS & EVENTS will be entitled to charge the part complied with, respectively to be complied with to Client separately. Client will be held to pay this charge as if it were a separate agreement and with due observance of the provisions of these general terms and conditions.

12.4 In case of sickness, BLOSSOM WEDDINGS & EVENTS will introduce an appropriately qualified wedding planner from her network as a replacement. Contact details of a back-up wedding planner are always included in the script of the day.

Article 13 – CONFIDENTIALITY

13.1 Both parties are under the obligation to observe secrecy concerning all confidential information they obtain from each other or from another source within the scope of the Agreement. Information is considered confidential when this has been communicated by the other party or if it arises from the nature of the information.

13.2 If based on a legal provision or a ruling from the court, BLOSSOM WEDDINGS & EVENTS is held to provide confidential information to a third party appointed under

the law or by the competent court, and BLOSSOM WEDDINGS & EVENTS cannot invoke a legal right or else a right of non-disclosure recognized or granted by the competent court, then BLOSSOM WEDDINGS & EVENTS will not be held to pay compensation or damages and Client will not be entitled to dissolve the Agreement based on allegedly incurred and yet to be incurred damage as a consequence.

Article 14 – INTELLECTUAL PROPERTY

14.1 BLOSSOM WEDDINGS & EVENTS reserves all rights of intellectual property with regard to products of the mind it uses and/or has used and/or develops and/or has

developed within the scope of the performance of the Agreement, and pertaining to which it holds or may enforce the copyrights and or other rights of intellectual property.

14.2 Client will be prohibited, either or not through the engagement of third parties, from multiplying, disclosing or exploiting these products including computer programs, system designs, working methods, advice, (model) contracts and other products of the mind of BLOSSOM WEDDINGS &

EVENTS, all this in the broadest sense of the word. Multiplication and/or disclosure and/or exploitation will only be permitted after obtaining written consent to that effect from BLOSSOM WEDDINGS & EVENTS.

Article 15 – DISPUTES

15.1 Disputes between BLOSSOM WEDDINGS & EVENTS and Client will be submitted to the competent court in the place where the registered office of BLOSSOM WEDDINGS & EVENTS is located.

Article 16 – APPLICABLE LAW

16.1 All legal relations between BLOSSOM WEDDINGS & EVENTS and Client are subject to the laws of the Netherlands.

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