

GENERAL TERMS AND CONDITIONS

NETHERLANDS CONTACT LENS CONGRESS FOUNDATION (NCC)

1. Applicability

1.1 These general conditions (hereinafter: "General Conditions") apply to all commitments and legal relationships however named between Stichting Nederlands Contactlens Congres (NCC) (hereinafter: "NCC ") and a registrant for and/or participant in an event organized by or on behalf of NCC (hereinafter: "Client"). A Client can never invoke different conditions, customs or habits.

1.2 In these General Conditions, an Event is defined as a conference, presentation, lecture, exhibition, workshop, dinner in the broadest sense of the word or a combination of one or more of these activities (hereinafter: "Event").

1.3 In these General Terms and Conditions, the place where the Event is held means the actual location of the Event including all spaces, halls, rooms, foyers and outdoor areas that are part thereof or a combination of one or more of these places.

1.4 The General Conditions shall at all times take precedence over any other terms or conditions of the Customer or third parties.

1.5 The applicability of any general terms and conditions of the Client or third parties is expressly rejected.

1.6 NCC reserves the right to unilaterally amend and/or supplement these General Terms and Conditions.

1.7 If any provision of these General Terms and Conditions is void or is annulled, the other provisions of these General Terms and Conditions shall remain in full force and effect and NCC and the Customer shall consult in order to agree on new provisions to replace the void or annulled provisions, taking into account as much as possible the purpose and meaning of the void or annulled provisions.

2. Offer and acceptance

2.1 All offers made by NCC are without obligation.

2.2 All obligations and legal relationships, however named, between NCC and the Customer, including all offers and the express acceptance or confirmation of an offer and any supplementary agreements or alterations made at a later date, as well as (oral) agreements and/or promises made by staff of NCC or on behalf of NCC by its salespeople, agents, representatives or other intermediaries, shall be in writing.

2.3 Sending offers and/or (other) documentation does not oblige NCC to deliver or accept the order. NCC reserves the right to refuse orders without giving reasons. 2.4 Door het enkel plaatsen van een bestelling en/of de in ontvangst name van een toegangsbewijs, aanvaardt de Klant de Algemene Voorwaarden en wordt de Klant geacht stilzwijgend met de uitsluitende toepasselijkheid van de Algemene Voorwaarden op de overeenkomst akkoord te zijn gegaan.

2.5 NCC is authorized - if NCC considers it necessary or desirable - to engage third parties for the proper execution of the agreement.

3. Realization of the agreement/admission tickets.

3.1 The agreement on attending an Event between NCC and the Customer is concluded at the moment the Customer purchases an admission ticket for the Event from NCC.

3.2 An admission ticket may consist of a document provided by or NCC with a bar code, QR code or a personally handed alternative. The bar code or QR code is a unique code.

3.3 The admission ticket is issued once and gives access to one person.

3.4 The admission tickets are and remain the property of NCC at all times. The Customer must himself ensure that he becomes and remains the holder of the admission ticket provided by NCC.

3.5 The admission ticket is provided to the Customer exclusively via electronic communication (email) by sending it to the email address provided by the Customer. The Customer must ensure that the admission ticket can be provided by electronic communication in a secure manner. NCC can neither guarantee the confidentiality of the access ticket provided nor the receipt of the access ticket.

3.6 Only admission tickets purchased directly through NCC's website guarantee the validity of the admission ticket. The burden of proof in this regard rests with the Customer.

3.7 NCC reserves the right to set a maximum on the number of admission tickets to be ordered, and the Customer shall then be obliged to comply with the maximum set by NCC.

3.8 From the moment the admission ticket is made available to the Customer, the risk of loss, theft, damage or misuse of the admission ticket rests with the Customer.

3.9 The Admission Ticket entitles the holder exclusively to attend the Event indicated on the Admission Ticket. Only the holder of the Admission Ticket who first presents the Admission Ticket at the start of the Event will be granted access. NCC may assume that the holder of this admission ticket is also the person entitled thereto (the Client). NCC is not obliged to carry out further checks in respect of valid admission tickets.

4. Prices, Payment, Delivery, Cancellation and retention of title

4.1 All prices are exclusive of Value Added Tax (VAT) and other government levies. Prices are subject to change.

4.2 Payment must be made at the time of order using the payment methods made known by NCC unless different payment arrangements are made in writing. No rights can be derived from unpaid orders, including orders placed in 'a shopping basket' but not paid for.

4.3 The available payment methods can only be used if the conditions of such methods -which include a credit check and authentication and authorization of the potential Customer- have been met.

4.4 In the event that a payment term has been agreed, the mere expiry of this term shall cause the Customer to be deemed to be in default by operation of law.

4.5 If the amount due to NCC is not paid or not paid in full on the agreed date, or, failing that, within 14 days of the invoice date, NCC shall be entitled, without any notice of default, to charge the Client interest from the due date in the amount of the statutory interest rate plus 3%, as well as all judicial and extrajudicial costs related to the collection of its claim.

4.6 All claims of NCC against the Client shall at that time become immediately due and payable.

4.7 NCC and the Client shall be deemed to have agreed that these extrajudicial collection costs are set at 15% of the invoice amount, including any credit limitation surcharge, unless NCC proves that these costs were more, in which case it shall also be entitled to that excess.

4.8 All amounts charged to the Customer must be paid without discount or deduction. The Customer is not entitled to set off claims, on any account whatsoever. The Customer shall not be entitled to suspend any payment to NCC.

4.9 If there is good reason to assume that the Client will not strictly comply with its obligations under the agreement, the Client shall be obliged, at the first request of NCC, to immediately provide adequate security, in the form requested by NCC, and if necessary supplement this security for the proper fulfillment of all its obligations under the agreement.

4.10 Complaints regarding invoices must be made within 5 days of invoicing, accurately stating the nature and grounds for the complaints, failing which the Client shall be deemed to have accepted the invoice.

4.11 If NCC offers the Customer the possibility of paying by credit card, the terms and conditions of the relevant card issuer between the Customer and the card issuer shall apply to this payment method. NCC is not a party in the relationship between the Customer and the card issuer.

4.12 If the Event is relocated, tickets will retain their validity.

4.13 Where Customer has purchased an Admission Ticket, the following provisions apply with respect to cancellations:

- up to 6 weeks before the start of the Event, the Access Ticket can be cancelled and the purchase amount will be refunded. The Customer will be charged a € 50 administration fee per ticket.
- From 6 weeks before the start until the date of the Event, there will be no refund of the purchase amount of the Entrance Ticket.

Cancelling a ticket can be done through MyNCC, except for tickets purchased on account. To cancel tickets purchased on account, please send an email to: info@contactlenscongress.nl.

5. Ban on transferring tickets.

5.1 Unless otherwise agreed between NCC and the Customer, the Customer shall keep the admission ticket for an Event exclusively for himself and shall therefore not in any way resell it to third parties, offer it for sale or offer it for sale or make it available for commercial purposes or otherwise.

5.2 If the Customer has prior permission from NCC to make an Admission Ticket available to a third party, that Customer is obliged to provide these General Terms and Conditions to that third party whereby the Customer in question warrants to NCC that that third party will comply with these General Terms and Conditions.

5.3 If NCC offers an admission ticket for an Event by name (personalized), NCC is entitled (but not obliged) to check the identity of the holder of the admission ticket to determine whether it matches the name of the Customer, and to the extent that it does not match, to refuse the holder access to the Event.

6. Other obligations of the Customer

6.1 The Customer is obliged if requested to cooperate with a search when attending the Event.

6.2 The Customer must be in possession of a valid and undamaged admission ticket and proof of identity both before the start and during the Event and as long as he/she is at the place where the Event is held. The Customer is obliged to show his or her admission ticket and/or proof of identity at

the first request of NCC, the operator of the place where the Event is being held, the security personnel and/or other authorized persons.

6.3 It is prohibited to bring fireworks, (fire) weapons and/or dangerous objects and/or alcoholic beverages to the place where an Event is held. If NCC takes custody of such objects for the duration of the Event, it does not accept any liability in this regard. Legally prohibited items will be confiscated and will not be returned

6.4 If, after entering the place where the Event takes place, the Customer leaves this place, the admission ticket loses its validity.

6.5 The Customer is obliged to comply with all regulations (including house rules) and/or instructions of NCC, the operators of the place where the Event is held, the on-duty orderly personnel (security), the fire department and/or other authorized persons. If a smoking ban is in force at the venue of the Event, this ban shall apply in respect of all (including electronic) smoking products.

7. Rights of NCC

7.1 If the Customer breaches (one or more of) the provisions referred to in the agreement and/or these General Terms and Conditions, NCC shall be entitled to declare the admission ticket invalid without prior notice or notice of default and to refuse the Customer (further) access to the Event without the Customer being entitled to a refund of the amount (including amendment fees) he has paid for the admission ticket. Holders of Tickets declared invalid shall not be entitled to a refund or compensation otherwise.

7.2 NCC reserves the right to deny the Customer (further) access to an Event or to remove the Customer from the place where an Event takes place if NCC, in its sole discretion, considers this reasonably necessary to maintain peace and order during the Event.

7.3 If it is plausible that the admission ticket has been forged, NCC shall be entitled to deny the holder of this admission ticket (further) access to the Event, without the Customer or this holder being able to claim any compensation for any damage they may suffer as a result.

7.4 NCC is entitled to make video and/or audio recordings of the Event and to use these images for promotional purposes for itself or for its partners or sponsors. Clients or other persons appearing in the recordings are not entitled to any compensation or to any intellectual property rights on these recordings, including any copyright or portrait rights. Insofar as the Customer has any intellectual property rights to (parts of) such recordings, the Customer hereby assigns these rights to NCC.

8. Force majeure

8.1 NCC is not obliged to fulfill any obligations to organize an Event if it is prevented from doing so as a result of force majeure. Force majeure is defined as everything that reasonably occurs outside the influence of NCC, including but not limited to: illness and/or cancellation of the speaker(s), fire, war (threat), (threat of) terrorism, wild or organized strikes, blockades, riots or other disturbances of order, lack of fuel, lack of energy, transport restrictions, industrial accident, weather conditions, natural disasters including flooding, earthquake, epidemic, quarantine measures, restrictions in the granting of permits, non-fulfillment of obligations by suppliers, excessive absenteeism of NCC personnel, government measures and business interruptions at NCC c. or suppliers.

8.2 If a force majeure situation occurs - even if the circumstances causing the force majeure occur after the performance of NCC should have been delivered - NCC shall be entitled to suspend the organization of the Event concerned, to postpone it to another date or location or to cancel the Event permanently.

8.3 The Customer shall not be entitled to demand the dissolution of the concluded agreement in the event of force majeure.

8.4 In the event of force majeure, NCC shall make every effort to find a solution to still deliver the agreed product and/or service.

8.5 If an Event is rescheduled by NCC as a result of or in connection with force majeure to another date and/or location, the relevant admission ticket shall remain valid for the new date on which the Event will take place.

9. Liability

9.1 NCC shall only and exclusively be liable for personal or property damage arising during or as a direct consequence of the organization of an Event and which is the direct and exclusive consequence of a shortcoming that can be attributed to NCC, limited to damage for which NCC is insured and which damage is compensated to NCC by the insurer of NCC. NCC shall never be obliged to pay compensation for business or economic loss, including consequential loss, loss of profit, missed savings, and/or other indirect and/or immaterial loss and/or loss caused by the intent or conscious recklessness of NCC's auxiliary persons.

9.2 Entering the location where an Event takes place and attending an Event shall be entirely at the expense and risk of the Client, whereby NCC accepts no liability whatsoever for damage caused as a result of attending an Event, such as hearing, sight and other physical disabilities.

9.3 NCC endeavors to carry out the program of an Event as much as possible according to the announced time schedule. However, NCC is not liable for any deviations therein and for any damage (if any) that the Client and/or third parties may suffer as a result. Start times as stated on the program are subject to change. The Client is obliged to regularly check (via the website or other communication channels of NCC) whether the starting time has not changed.

9.4 NCC is further not liable for the content and manner of execution of the program of an Event, expressly including the length of the program.

9.5 NCC shall not be liable for damage incurred by the Customer due to loss of or damage to the admission ticket.

10. Intellectual and industrial property rights.

10.1 Unless expressly agreed otherwise in writing, all intellectual or industrial property rights to all products, information and/or data developed and/or made available during the preparation and/or execution of an Event, such as analyses, (technical) documentation, drawings and models shall be held exclusively by NCC or its contractors and/or suppliers.

10.2 The Client is obliged to report all (alleged) infringements of intellectual property or industrial property rights of NCC and/or its contractors and/or suppliers without delay.

11. Final provisions

11.1 These General Terms and Conditions and any agreement between the Client and NCC shall be governed by Dutch law.

11.2 All disputes that may arise as a result of the agreement between NCC and the Client or any agreement that may be the result thereof shall be settled exclusively by the competent court in Amsterdam. NCC shall at all times be entitled to designate another legally competent court.