

General terms and conditions for the use of the premises of Amsterdam Venturelab B.V. (ACE)

Article 1: Definitions

ACE: Amsterdam Venturelab B.V.

Lessee: a natural or legal person who enters into a contract with ACE for the use of the Innovation Lab and/or another room.

Room: A room that is offered by ACE and can be booked by the Lessee. The rooms are listed on: www.startupvillage.nl. Startup Village is part of ACE.

Article 2 Applicability

2.1 These General Terms and Conditions apply to all contracts between ACE and the Lessee for the lease of a room.

2.2 The applicability of any general conditions of the Lessee are expressly rejected.

2.3 Deviations from these conditions shall only be binding if and insofar as they have been confirmed in writing by ACE.

Article 3 Making a confirmed booking

3.1 The Lessee books the use of a room via I-Reserve. There is a contract: 1. as soon as ACE confirms by e-mail to Lessee that the booking is definitive, or 2. the Lessee signs (within the specified period) an offer provided by ACE.

3.2 ACE has no obligations under the contract until the Lessee has fulfilled its payment obligation to ACE.

3.3 A change to a binding contract at the request of the Lessee requires ACE's prior written consent. A change to the contract may entail costs for the Lessee.

3.4 After the conclusion of the contract, if the Lessee is a natural person he has the right to cancel the contract within fourteen (14) days without giving reasons.

3.5 The Lessee is not entitled to cancel if use of the Room has started with the Lessee's consent before the period of fourteen (14) days has expired.

Article 4 Revocation by the Lessee

4.1 The Lessee is entitled to revoke the booking of the Room in writing before making use of the Space. ACE will confirm the revocation in writing.

4.2 The costs payable by the Lessee for revocation of the contract are

- (i) more than 4 weeks before commencement of the Service: free of charge
- (ii) from 2 to 4 weeks before commencement of the Service: 50% of the invoiced amount; and
- (iii) from 0 to 2 weeks before commencement of the Service: the entire invoiced amount.

Article 5 Revocation by ACE

5.1 ACE has the right to revoke a booking without stating any reasons, in which case the Lessee is entitled to a refund of the full amount they have paid to ACE. ACE will refund this amount as soon as possible, and no later than fourteen (14) days after it notifies the Lessee of the revocation, to the account number communicated by the Lessee to ACE.

Article 6 Payment

6.1 The Lessee will pay the principal sum due for the Room within fourteen (14) days after receipt of the confirmation e-mail, unless expressly agreed otherwise. On amounts above €1,500 excluding VAT, a 50% payment must be made in advance for the required Room.

6.2 In the event of non-payment or late payment, the Lessee will owe statutory (commercial) interest on the outstanding amount (including VAT) as from fourteen (14) days after the invoice date.

6.3 In the absence of payment on time, ACE shall be free to assign the claim for collection. In such a case, all costs, both judicial and extrajudicial enforcement costs, will be borne by the Lessee.

6.4 ACE has the right to suspend performance of its obligations if the Lessee has not fulfilled its obligations in time.

Article 7 Internal regulations

7.1 The Lessee shall comply with ACE's internal regulations. These internal regulations, which can be found on , are also sent with the confirmation e-mail. In addition, the Lessee must ensure that the persons who make use of the Room during the booking will comply with ACE's internal regulations.

Article 8 Liability

8.1 ACE only accepts liability to the Lessee for loss arising as a result of attributable breaches by ACE in the performance of the contract or through any tortious act, but only if it is covered by its liability insurance and insofar as the insurer pays compensation. ACE's liability is at all times limited to the invoiced amount.

8.2 ACE's liability for indirect or consequential loss (including loss suffered by third parties, or to the goods or materials of third parties) is expressly excluded in all cases.

8.3 ACE cannot guarantee that furnishings contained in the Room, such as office chairs and/or desks, will meet the requirements set by the Health and Safety Service. ACE shall not be liable for any loss resulting therefrom.

8.4 ACE cannot guarantee that certain products and/or materials are present in the Room. ACE is not liable for any direct or indirect loss thereby arising.

8.5 The Lessee is liable for all damage to the Room during the period in which he makes use of the Room.

Article 9 Suspension and termination

9.1 ACE is entitled to suspend the execution of its obligations if the Lessee is in default in the performance of any of its obligations under their contract or any other obligation to ACE.

9.2 If ACE has reasonable doubt as to the Lessee's ability to pay, it is entitled to suspend its obligations until the Lessee has provided sufficient security. It shall also be entitled at any time to demand additional security.

9.3 If the Lessee fails to comply with its obligations under the preceding paragraphs within a reasonable period, ACE is entitled to terminate the contract with immediate effect without being liable to pay any compensation.

9.4 ACE is entitled to terminate the contract or to suspend the performance of its obligations in the event of an application for bankruptcy or a moratorium by the Lessee.

Article 10 Materials delivered/specified by the Lessee

10.1 The Lessee shall keep ACE out of court and indemnify it in respect of any damages, payments, losses, costs, expenses and claims of third parties on the grounds of infringement, or alleged infringement, of rights belonging to these third parties by the

use of items and/or data supplied and/or specified by the Lessee, such as but not limited to stand and exhibition materials, texts, photographs, images and logos.

10.2 ACE is entitled at any time to refuse any and all goods and/or data including, but not limited to, stand and exhibition materials, texts, photographs, pictures, images and logos if, in the sole opinion of ACE, they are unsuitable or objectionable, or are used in breach of the rights of third parties.

10.3 The Lessee guarantees that it has provided ACE with all information and data necessary for the proper execution of their contract. If and insofar as such information is not provided by the Lessee on time or at all, ACE shall be entitled to suspend the performance of its obligations and/or to change the delivery period.

Article 11. Third parties

11.1 ACE is entirely free to engage third parties in the performance of the contract. ACE will take proper care in selecting any such third parties.

11.2 ACE shall not be liable for any breaches by third parties unless and to the extent that this has been expressly agreed otherwise.

11.3 The Lessee indemnifies ACE against any third-party claim that is in any way connected with the contract as performed for the Lessee, including the reasonable costs of legal assistance.

Article 12 Miscellaneous

12.1 All disputes arising between the Lessee and ACE will be submitted to the competent court in the district of Amsterdam, unless mandatory law stipulates that the dispute must be submitted to another court.

12.2 ACE and the Lessee will only appeal to the court after they have made efforts to resolve the dispute between themselves.

12.3 ACE may transfer rights and obligations arising from these General Terms and Conditions to third parties and shall inform the Lessee thereof.

12.4 For any questions, comments and/or complaints regarding the services offered by ACE, these General Terms and Conditions or the contract between the Lessee and ACE, ACE is accessible via e-mail office@ace-incubator.nl or telephone number (085) 273 31 27.



These General Terms and Conditions have been filed with the Netherlands Chamber of Commerce.