

Business Solutions Conditions

Article 1 - Definitions

The following definitions apply in these Business Solutions Conditions:

Center Parcs/Sunparks: the contracting party for the Customer as defined in article 11. Sunparks will be referred to as Center Parcs in these Business Solutions Conditions.

Customer: the company which has entered into a Contract with Center Parcs for the reservation and use of the facilities and/or cottages for congresses, conferences and other activities and/or events.

Participant: the natural or legal person which - on the basis of the Contract between the Customer and Center Parcs - uses the Center Parcs facilities and/or cottages in their capacity as Participant in congresses, conferences and other activities and/or events.

Reservation / Contract: the contract between the Customer and Center Parcs for the reservation of cottages and/or facilities for congresses, conferences and other activities and/or events.

Reservation value: the amount to be paid for the reservation by the Customer to Center Parcs including sales tax.

Termination: the written notification from the Customer to Center Parcs that one or more contractually agreed performances of the reservation will not, or only partially, be used, or the written notification from Center Parcs to the Customer that one or more performances will not, or only partially, be carried out.

No-Show: When the Customer fails to make use of a performance to be carried out on the basis of a contract without (prior) termination.

The Customer and Center Parcs hereinafter jointly referred to as the "Parties" and individually as "Party".

Article 2 - Area of applicability

1. These Business Solutions Conditions apply to any offer and Contract between Parties to which Center Parcs have declared these Business Solutions Conditions to be applicable.
2. Deviations from these Business Solutions Conditions are only valid if these have been expressly agreed upon between Parties, and have furthermore been agreed upon in writing.
3. Customer's general purchasing-, sales and/or other terms and conditions do not apply.
4. The Business Solutions Conditions also apply to all Contracts with Center Parcs, the implementation of which necessitates the involvement of third parties by Center Parcs.
5. Once the Business Solutions Conditions apply between the Customer and Center Parcs, these also - even without any further declaration of acceptability - apply to new offers and Contracts between Parties, unless these have expressly been excluded.

6. The Business Solutions Conditions furthermore apply to all extra-contractual relations between Parties, including - but not limited to- wrongful act.

7. If one or more of the provisions in these Business Solutions Conditions are void or are declared as such, then the remaining provisions of these Business Solutions Conditions remain fully applicable. In such an instance the Customer and Center Parcs will confer in order to agree upon new terms to replace the void and/or nullified provisions.

In so doing the aim and intent of the^[1] original provision will - as much as possible- be adhered to by Parties.

8. Without prejudice to the provisions referred to in article 6.5, these General Business Conditions apply also to all natural or legal persons who are or have been in the employment of Center Parcs when the Contract was entered into or executed.

Article 3 - Conclusion of the Contract

1. All offers made by Center Parcs are without obligation and are subject to the available capacity, in so far as there is no prior written agreement to the contrary.
2. Center Parcs does not accept any obligation until Center Parcs has confirmed an order in writing or when it has started the realization without prior written confirmation.

Article 4 - Payments and securities

1. The Customer owes the Reservation Value as included in the Contract. Center Parcs will invoice the use of services, facilities and/or consumptions by the Customer/Participant in the park separately, to the Customer, which do not belong to the scope of the contractual performance.
2. An amount of 50% of the Reservation Value must be paid within 14 days after the Contract has been concluded by means of timely transfer to a Center Parcs bank account or by means of a cash payment. The Customer will receive a separate invoice for this.
3. After the end of the Reservation Center Parcs will draw up a final invoice from which the payment made on account will be deducted. All final invoices are payable within 14 days after the invoice date.
4. In special cases - in particular when it is a booking with a Reservation Value above € 100,000, Center Parcs has the right to ask the Customer to provide further financial securities before carrying out the services. Center Parcs will determine the manner in which the security is to be provided and the time at which the security is to be provided.
5. If the Customer fails to make payment of the invoice within 14 days, or to provide the security according to Article 4.4, then the

Customer will be in default by operation of law. Article 8.1 sub a of these Business Solutions conditions will be applicable.

6. Center Parcs will in any event be entitled to monthly charge statutory commercial interest on the amount payable by Customer from the date on which the Customer defaulted. In addition, the Customer has to pay all judicial and extra-judicial costs incurred in collecting the overdue amount, but to a minimum of 15% of the amount owed, in so far as the Customer does not prove that the costs incurred by Center Parcs are lower. This is without prejudice to the right of Center Parcs to claim repayment of higher costs in so far as it can prove to have incurred them.

Article 5 - Household rules

1. Cottages/hotel apartments can be occupied as from 15.00 hours on the day of arrival (with the exception of the Dutch parks, where the cottage / hotel apartment can be occupied as from 16.00). Cottages/hotel apartments must be vacated before 10.00 hours on the day of departure, in so far as there are no written agreements to the contrary.
2. The Customer and the Participants must observe the internal household rules of the relevant park. The household rules are available on request at the Reception or at the entry to the park. Should the Customer so request, the household Rules can be sent in advance, free of charge.

Article 6 - Liability

1. Should Center Parcs be liable then this liability is limited to that which is stipulated in this article.
2. Center Parcs and the relevant park do not accept any responsibility for the following:
 - theft, loss or damage incurred to the Customer and/or the Participants of any nature whatsoever during or as a result of staying at one of our parks;
 - failure or suspension of any of our technical equipment and the failure or suspension of facilities at the park.
3. The Customer is collectively liable for all damage suffered by Center Parcs and/or third parties as the immediate or indirect result of an attributable Contract infringement and/or illegal act by the Customer and/or the Participant(s) - including infringements of the household rules.
4. The Customer shall indemnify Center Parcs against all claims for damages from third parties arisen from the use of the facilities and/or cottages by the Customer and/or the Participant(s).
4. In the event of incorrect usage of a cottage by the Customer and/or the Participant(s), or when leaving such behind in an improper

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fashion, the costs of additional expenses, including cleaning costs, will be payable by the Customer

5. If for purposes of performing the Contract any services and/or facilities are to be purchased or hired from any third party by Center Parcs, Center Parcs shall accept no liability therefor.

6. Under no circumstances is Center Parcs liable for indirect damages and/or consequential loss and/or loss of profit. The liability of Center Parcs never exceeds these Business Solutions Conditions, irrespective of there being claims resulting from the Contract or resulting from elsewhere, wrongful act in particular.

7. Any liability of Center Parcs is always limited to the Reservation Value or maximally the amount of compensation to be provided by the insurer of Center Parcs, if this amount is higher than the Reservation Value.

8. Parties are as of signing of the Contract held to, in consideration of the risks associated with the Contract, conclude an appropriate liability insurance and to, on demand, provide evidence of this insurance to each other.

Article 7 - Force majeure

1. If any unforeseeable event of force majeure occurs, the Parties shall notify each other thereof without delay and seek to remedy the force majeure situation. Force majeure includes and is limited to strikes, civil commotion, fire, storm, flooding, explosions, terrorist attack or threat of terrorist attack based on which the Party concerned cannot reasonably be expected to fulfill its obligations under this Contract.

2. As soon as an event occurs that constitutes a force majeure event, the affected Party shall take all measures that may reasonably be required to fulfill any of its obligations under this Contract as soon as possible. Where necessary, the Parties shall jointly examine the measures to be taken in order to mitigate the effects of the force majeure. If the force majeure situation continues for more than fourteen days, either Party shall be entitled to terminate all or a part of the Contract without any notice of default or court intervention being required, and without being liable to pay any compensation.

Article 8 - Termination

1. Without prejudice to the remedies vested in the Parties by law, the Parties are expressly entitled to terminate this Agreement with immediate effect, without judicial intervention, by registered letter and without being liable to pay compensation, if:

a. The other Party attributably fails to comply with its obligations of this Agreement; or

b. The other Party applies for or is granted suspension of payment, is declared insolvent and/or proceeds with liquidation of its business affairs.

2. Notwithstanding the above, in the event of an immediate unilateral termination by Center Parcs, as set out under article 8.1 sub a and b, or in the event of a termination by the Customer, a cancellation fee will be paid by Customer to Center Parcs. The amount of the cancellation fee will depend on the date of termination:

• In the case of a termination more than 12 weeks before the date on which in accordance with the Contract the first service would have been performed the Customer must pay Center Parcs 25% of the Reservation Value.

• In the case of a termination at least 8 weeks before the date on which in accordance with the Contract the first service would have been performed the Customer must pay Center Parcs 50% of the Reservation Value.

• In the case of a termination at least 4 weeks before the date on which in accordance with the Contract the first service would have been performed the Customer must pay Center Parcs 75% of the Reservation Value.

• In the case of a termination 4 weeks before the date on which in accordance with the Contract the first service would have been performed the Customer must pay Center Parcs 100% of the Reservation Value.

3. With regard to the above the Customer must prove that the damage caused to Center Parcs by the termination is lower. The right of Center Parcs to claim a higher damage repayment remains intact provided Center Parcs can prove this. Any payments on account already made will be deducted from the amounts referred to in the point above.

4. In a case of "No Show" the Customer must always pay the complete Reservation Value.

5. If Center Parcs has entered into a contract with a third party/parties because of an offer accepted by the Customer, then the Customer is obliged to pay to Center Parcs the amount(s) which the third parties claim from Center Parcs without prejudice to section 8.2 of this clause.

Article 9 - Complaints

Despite all precautions taken by Center Parcs, it is still possible that there may be complaints. Such complaints should be taken up on location and directly with the Park Sales Manager village, in order to inform them of the situation and to find an immediate solution. If the complaint cannot be solved in a satisfactory manner, the Customer must make his complaint in writing to the Guest Relation Department of Center Parcs and the Park Sales Manager, no later than one month after the departure of the park.

Article 10 - Consumption

Within the framework of the execution of this Contract the Customer must obtain all consumptions, all meals and other services from Center Parcs (or the third party with whom Center Parcs has concluded an agreement for the outsourcing of the hospitality activities for the relevant park) provided nothing has been agreed to the contrary in writing. The Customer must in particular refrain from using any services offered by third party catering or entertainment firms, in so far as nothing has been arranged to the contrary in writing.

Article 11 - Contracting party

1. If the Customer has made a Reservation for a park in the Netherlands, the contracting party of the Customer will be Center Parcs Netherlands N.V.

2. If the Customer has made a Reservation for the park Erperheide, De Vossemeren or Kempense Meren in Belgium, the contracting party of the Customer will be CPSP België N.V.

3. If the Customer has made a Reservation for the park Oostduinkerke aan zee or De Haan in Belgium, the contracting party of the Customer will be Sunparks Leisure N.V.

4. If the Customer has made a Reservation for the park Ardennen in Belgium, the contracting party of the Customer will be Center Parcs Ardennen N.V.

5. If the Customer has made a Reservation for Bispinger Heide, Park Hochsauerland, Park Bostalsee, Park Allgäu respectively Park Nordseeküste in Germany, the contracting party of the Customer will be Center Parcs Bungalowpark Bispingen GmbH, Center Parcs Bungalowpark Hochsauerland GmbH, Center Parcs Bungalowpark Bostalsee GmbH, Center Parcs Bungalowpark Allgäu GmbH respectively Center Parcs Bungalowpark Nordseeküste GmbH.

6. If the Customer has made a Reservation for the German Park Eifel, the contracting party of the Customer will be Center Parcs Leisure Deutschland GmbH for the rental of the accommodation and Center Parcs Bungalowpark Eifel GmbH for any other elements of the Reservation.

7. If the Customer has made a Reservation for the French parks Les Bois-Francis, Les Hauts de Bruyères or Les Trois Forêts, the contracting party for the Customer will be CP Resorts Exploitation France SAS.

8. If the Customer has made a Reservation for the French park Le Lac d'Ailette, the contracting party of the Customer will be SNC Domaine du Lac de L'Ailette.

9. If the Customer has made a Reservation for the French park Villages Nature® Paris, the

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contracting party for the Customer will be Villages Nature Tourisme SAS.

10. If the Customer has made a Reservation for the Terhills Resort in Belgium, the contracting party of the Customer will be Terhills Vakantieparken N.V.

11. If, to conclude, the Customer has made a Reservation for Parc Sandur, the contracting party of the Customer will be Sunparks B.V.

Article 13 - Disputes and applicable law

1. All Contracts are subject to Dutch law.
2. The legal venue for all legal disputes arising from the contract relation or about its origin and its effectiveness is the Court of Rotterdam.
3. The previous (digital) publications of the Business Solutions Conditions are superseded by the current version.

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