GENERAL RENTAL TERMS AND CONDITIONS THE CITYDRESSERS 2026.1

For the purposes of these terms and conditions:

THE CITYDRESSERS BV, hereinafter referred to as 'TCD'
Pazzanistraat 11
1014 DB Amsterdam

email: info@thecitydressers.com
Chamber of Commerce No.: 96195312
VAT No.: NL867508085B01

Table of contents

Article 1 General

Article 2 Formation and terms

Article 3 Performance

Article 4 Termination

Article 5 Cancellation

Article 6 Prices

Article 7 Ownership, intellectual property and use

Article 8 Payment

Article 9 Liability

Article 10 Force majeure

Article 11 Confidentiality

Article 12 Governing law and disputes

Article 1 General

1.1 TCD is engaged, among other things, in the rental of furniture, decorative and artistic objects, styling and presentation elements, props, accessories and other materials and items from its collection for use at events, productions, installations, presentations and other temporary applications (collectively, the "Rental Items").

1.2 Natural persons and legal entities that rent Rental Items from TCD pursuant to a rental agreement are referred to in these General Rental Terms and Conditions as the "Renter".

Article 2 Formation and terms

2.1 These General Rental Terms and Conditions apply to all offers and rental agreements of TCD relating to Rental Items.

2.2 These General Rental Terms and Conditions may only be deviated from if and to the extent expressly agreed in writing.

2.3 The Renter expressly accepts the applicability of these General Rental Terms and Conditions. If the Renter should refer to its own general or specific terms and conditions, TCD expressly rejects the applicability of such terms and conditions. Any provision to the contrary in the Renter's terms and conditions shall not affect the foregoing.

Article 3 Performance

3.1 A rental request submitted via the website shall solely constitute a request by the Renter to TCD to make an offer and is not considered to be a reservation of the relevant items. Following the rental request, TCD may issue a quotation to the Renter. The quotation shall remain valid for the period stated therein and shall be subject to the availability of the items specified therein.

By signing the quotation, the Renter places a definitive rental order. The rental agreement is concluded once TCD has confirmed the rental order to the Renter in writing or by email. From that moment, the items specified in the confirmation shall be reserved for the Renter.

3.2 The Renter shall ensure that all information which TCD states is necessary, or which the Renter should reasonably understand to be necessary for the performance of the rental agreement, is provided to TCD in a timely and complete manner.

3.3 Images and photographs of the Rental Items on TCD's website are for illustrative purposes and provide the best possible impression of the Rental Items. The actual finish, colour, appearance and material characteristics or signs of use may differ slightly from the images shown. Objective characteristics stated by TCD, such as dimensions and quantities, are correct, except in the case of obvious errors. The Renter is responsible for the selection of the Rental Items, their use and their suitability for the intended purpose.

3.4 The rental period shall be for one day or a multiple thereof, unless expressly agreed otherwise. The rental period commences on the first rental day at the agreed time of delivery and continues up to and including the final agreed rental day.

3.5 Pursuant to the rental agreement, TCD grants the Renter the right to use the Rental Items for the purpose for which they have been rented and at the agreed location. The items rented by the Renter from TCD are specified in the rental agreement.

3.6 The Renter shall not maintain, modify and/or alter the Rental Items, or have them maintained, modified and/or altered. The Renter shall make the Rental Items available to TCD in the same condition in which they were provided, cleaned and packaged where necessary. If the Rental Items are found to be defective, dirty or damaged, TCD shall be entitled to charge the Renter the repair and/or cleaning costs.

3.7 TCD shall make the Rental Items available to the Renter by delivering them to the agreed location, within the agreed period, in the agreed manner and, where specified in the rental agreement, to the Renter's designated contact person(s).

3.8 If TCD has undertaken to deliver the Rental Items to the Renter, TCD shall endeavour to comply as closely as possible with the agreed delivery time. Exceeding the delivery time shall not in itself entitle the Renter to compensation, without prejudice to the provisions of Article 9.

3.9 Unless otherwise provided in the rental agreement, the Renter shall be responsible for the installation and placement of the Rental Items at the location. Installation and/or placement by TCD may be agreed separately and charged separately.

3.10 Immediately following delivery, the Renter shall inspect whether the Rental Items are undamaged and complete. The Renter shall immediately notify TCD in writing if the Rental Items are damaged or incomplete. The Renter shall be deemed to have received the Rental Items in good condition unless the Renter notifies TCD in writing immediately following delivery that the Rental Items are damaged or incomplete.

3.11 From the moment the Rental Items are delivered or handed over to the Renter until the moment the Rental Items are taken back into TCD's possession following the end of the rental period, the Renter shall bear the risk of loss, theft and damage to the Rental Items. If, with TCD's consent, the Renter itself arranges for the collection and/or return of the Rental Items, the risk during such transport shall also be borne by the Renter.

In the event of damage, the Renter shall be obliged to reimburse the reasonable repair costs. If repair is impossible or cannot reasonably be considered economically viable, or in the event of loss or theft, the Renter shall be obliged to reimburse the replacement value of the relevant Rental Items, except for normal wear and tear and damage already present at the time of delivery which was reported to TCD in a timely manner.

3.12 Upon termination of the rental agreement or expiry of the agreed rental period, the Renter shall immediately cease using the Rental Items and shall keep the Rental Items ready for collection by TCD at the agreed location. Unless expressly agreed otherwise, TCD shall arrange for the collection of the Rental Items. If TCD agrees that the Renter may return the Rental Items itself, such return shall take place at the Renter's expense and risk to the location designated by TCD.

3.13 If the Renter continues to use or retain the Rental Items after the expiry of the rental period, the Renter shall, in addition to the agreed daily rental price, owe a penalty for each day that the delay continues in an amount equal to twice the agreed daily rental price, without prejudice to TCD's right to claim compensation for the loss it suffers as a result of the Rental Items not being made available to it on time.

3.14 In the event of the Renter's failure to comply with one or more obligations under the rental agreement, TCD shall, insofar as legally permitted, be entitled to immediately recover or have recovered the Rental Items. The Renter shall be obliged to provide all reasonable cooperation in this respect, including granting access to the location where the Rental Items are situated and, where necessary, obtaining permission from authorised third parties.

3.15 The amount of the security deposit to be paid by the Renter and the latest time for payment thereof shall be specified in the rental agreement. The security deposit serves as security for the performance of the Renter's obligations towards TCD and shall not be regarded as an advance payment of the Rental Fee. TCD shall refund the security deposit to the same account number within 10 working days after it has been established that the Renter has complied with its obligations under the rental agreement, subject to deduction of any amounts owed by the Renter to TCD. TCD shall not be required to pay interest on the security deposit.

Article 4 Termination

4.1 TCD shall be entitled, without any further notice of default or court intervention being required, to terminate the rental agreement with the Renter in whole or in part or, at its discretion, to suspend further performance of the rental agreement if:

a. the Renter is in default in the performance of any obligation arising from the rental agreement; and/or
b. the Renter is declared bankrupt or a petition for its bankruptcy is filed; and/or
c. the Renter applies for a suspension of payments; and/or
d. the Renter is placed under guardianship; and/or
e. attachment is levied on a substantial part of the Renter's assets; and/or
f. the Renter, if a legal entity, is dissolved or its business is liquidated.

4.2 TCD's claims against the Renter shall become immediately due and payable in the cases referred to above, as well as where, after conclusion of the rental agreement, facts, circumstances or statements become known to TCD which give TCD reasonable grounds to fear that the Renter will fail to comply with its obligations, or where TCD has requested the Renter to provide security for performance upon conclusion of the rental agreement and such security is not provided or is insufficient.

4.3 In the cases referred to above, TCD shall be entitled to suspend further performance of the rental agreement, to set off its claims against any amounts it may owe the Renter, or to terminate the rental agreement, without prejudice to TCD's right to claim damages or otherwise.

Article 5 Cancellation

5.1 The Renter may cancel the rental agreement free of charge up to fourteen (14) calendar days before the commencement of the agreed rental period. If the rental agreement is cancelled within fourteen (14) calendar days before the commencement of the rental period, the Renter shall owe the full agreed Rental Fee. Insofar as the Renter is a consumer, no statutory right of withdrawal applies to this rental agreement.

5.2 Cancellation must be made in writing (by email). The Renter may not derive any rights from an oral cancellation.

Article 6 Prices

6.1 All prices are stated in euros. For Renters acting in the course of a profession or business, prices are stated exclusive of VAT unless otherwise indicated. Renters who are consumers shall be shown prices inclusive of the applicable VAT and other unavoidable costs. The quotation shall specify the total Rental Fee payable and, where applicable, the security deposit payable separately.

6.2 If the Renter exceeds the final acceptance date of a quotation or rental confirmation issued by TCD, no rights may be derived from the prices, conditions or delivery terms stated in the quotation. In that event, TCD reserves the right to revise the quotation and to determine the prices and other conditions anew on the basis of the circumstances and rates then applicable.

Article 7 Ownership, intellectual property and use

7.1 The Rental Items shall at all times remain the property of TCD or of the third party from whom TCD has the relevant Rental Items in use. The Renter obtains only the right to use the Rental Items during the agreed rental period and in accordance with the rental agreement.

7.2 All intellectual and industrial property rights relating to Rental Items designed or created by or on behalf of TCD, including but not limited to copyrights, design rights and other rights relating to designs, styling, patterns, images and other creative elements, shall vest in TCD or its licensors, unless expressly agreed otherwise in writing.

7.3 The rental agreement solely provides for the temporary provision of the Rental Items and does not entail the transfer or licensing of any intellectual property rights, other than the right to use the Rental Items during the rental period in accordance with their intended purpose.

7.4 Without TCD's prior written consent, the Renter is not permitted to reproduce, imitate, copy or replicate, or have reproduced, imitated, copied or replicated, the

Rental Items or the designs incorporated in or applied to them, in whole or in part, or to use them for the development or manufacture of similar products.

7.5 The foregoing shall not prevent the Renter from photographing, filming or otherwise depicting the Rental Items in connection with the event, production, presentation or other application for which the Rental Items have been rented, provided that this is not done for the purpose of copying or imitating the Rental Items or the related designs, or commercially exploiting them as an independent design or product.

7.6 The Renter is not permitted, without TCD's prior written consent, to sell, pledge, sublet, make available to third parties or otherwise dispose of or encumber the Rental Items.

7.7 The Renter is not permitted to remove, alter or render illegible any trademarks, labels, ownership markings or other identifying features on or attached to the Rental Items.

7.8 If a third party attaches the Rental Items or otherwise asserts a claim to them, the Renter shall immediately notify TCD in writing and shall inform the relevant third party that the Rental Items are the property of TCD or of a third party.

Article 8 Payment

8.1 The full Rental Fee and security deposit shall be payable in advance following conclusion of the rental agreement. Unless otherwise agreed, a payment term of **3 days** from the invoice date shall apply, provided that the full Rental Fee must in all cases have been paid no later than 1 working day before commencement of the rental period and before delivery or handover of the Rental Items.

TCD shall not be obliged to make the Rental Items available to the Renter for as long as the full Rental Fee and any agreed security deposit have not been paid.

If the Renter fails to pay within the applicable payment period, TCD shall be entitled to cancel the reservation of the Rental Items and make the relevant Rental Items available to third parties, without prejudice to the Renter's payment obligations under the rental agreement.

8.2 If the Renter is in default, the Renter shall owe the applicable statutory interest. If the Renter acts in the course of a profession or business and statutory commercial interest applies, statutory commercial interest shall be payable.

Extrajudicial collection costs shall be borne by the Renter. In the case of a Renter who is a consumer, such costs shall be calculated in accordance with the applicable statutory rules and shall only become due after the applicable statutory requirements have been complied with.

In the case of a business Renter, the extrajudicial collection costs shall amount to 15% of the outstanding principal sum, subject to a minimum of EUR 40, without prejudice to TCD's right to claim higher reasonable costs where such costs have actually been incurred.

Article 9 Liability

9.1 TCD shall only be liable for loss suffered by the Renter if and insofar as such loss is the direct result of an attributable failure by TCD to perform the rental agreement. If performance is still possible, TCD shall only be liable after the Renter has given TCD written notice of default and TCD has failed to perform its obligations within a reasonable period.

9.2 To the extent permitted by law, TCD shall not be liable for indirect loss or consequential loss, including but not limited to loss of turnover or profit, loss of savings, business interruption, loss arising from the inability to use or timely use the Rental Items and third-party claims.

9.3 TCD shall not be liable for loss arising from incorrect, careless or improper use of the Rental Items, use contrary to their intended purpose or TCD's instructions, or from placement, installation, relocation or other acts performed by or on behalf of the Renter.

9.4 Insofar as the risk of loss, theft or damage to the Rental Items rests with the Renter pursuant to Article 3, TCD shall not be liable for any loss suffered by the Renter as a result thereof, unless such loss is caused by an attributable failure on the part of TCD.

9.5 If TCD is liable, its liability shall be limited to the amount paid out in the relevant case under TCD's liability insurance, increased by the applicable deductible. If, for whatever reason, no payment is made under such insurance, TCD's liability shall be limited to the Rental Fee under the rental agreement to which the loss relates.

9.6 The exclusions and limitations of liability contained in this Article shall not apply if and insofar as the loss is the result of wilful misconduct or gross negligence on the part of TCD and, in relation to a Renter who is a consumer, shall apply only to the extent permitted by law.

9.7 To the extent permitted by law, the Renter shall indemnify TCD against third-party claims arising from the use of the Rental Items by or on behalf of the Renter, insofar as the relevant loss is not the result of an attributable failure by TCD.

Article 10 Force majeure

10.1 Force majeure shall mean, in addition to what is understood by that term under applicable law and case law, all external causes, whether foreseen or unforeseen, beyond the control of the Renter and TCD and as a result of which performance of the rental agreement cannot reasonably be required.

10.2 If TCD has already partially performed its obligations at the time the force majeure event occurs, it shall be entitled to invoice the part already performed separately and the Renter shall be obliged to pay that invoice.

Article 11 Confidentiality

The parties shall keep confidential any information which they know or reasonably ought to understand to be confidential.

Article 12 Governing law and disputes

All rental agreements with TCD shall be governed exclusively by Dutch law.

The parties shall endeavour to resolve disputes as much as possible by mutual consultation. If this proves impossible, all disputes relating to or arising from a rental agreement between TCD and the Renter shall be submitted exclusively to the competent court in Amsterdam, insofar as mandatory law does not provide otherwise.