

GENERAL TERMS AND CONDITIONS FOR CONSIGNMENT TICKETS**Article 1 – Applicability**

1. These General Terms and Conditions apply to every offer and every agreement concluded between Libéma Exploitatie B.V. (hereinafter: "Libéma") and the company (hereinafter: the "Purchaser") that orders/purchases admission tickets for one of Libéma's parks via the website <https://consignatie.organiseren-bij-libema.nl/> and/or through Libéma's Attractions Parks Sales Department.
2. These General Terms and Conditions shall also apply if the agreement is concluded through an official sales organisation engaged by Libéma for a particular event.
3. Libéma reserves the right at all times to amend and/or supplement these General Terms and Conditions. Any deviations from these General Terms and Conditions shall only be valid if agreed in writing.
4. The applicability of any general terms and conditions of the Purchaser is expressly excluded.

Article 2 - Formation of the Agreement

1. The agreement regarding the purchase of admission tickets between Libéma and the Purchaser shall be concluded once Libéma has confirmed receipt of the order by means of an order confirmation. Payment shall be made in a manner specified by Libéma.
2. If the Purchaser's acceptance deviates from Libéma's offer, Libéma shall not be bound by it. In such case, the agreement shall not be concluded in accordance with such deviating acceptance unless Libéma expressly states otherwise.
3. The booking is irrevocable for the Purchaser. The Purchaser is not entitled to amend and/or cancel the agreement.

4. Libéma shall endeavour to dispatch the admission tickets to the Purchaser within five working days after receipt of payment. Dispatch and delivery shall always be at the Purchaser's expense and risk. Libéma shall notify the Purchaser in writing of the dispatch of the admission tickets.
5. A minimum order quantity of 20 admission tickets per order applies to Safaripark Beekse Bergen and Speelland Beekse Bergen, and a minimum order quantity of 10 admission tickets applies to Libéma's other parks.
6. Libéma reserves the right to impose a maximum on the total number of admission tickets that may be ordered. The Purchaser shall be required to comply with such maximum.
7. Libéma shall be entitled to reject an order within three working days without stating reasons. Any amounts already paid by the Purchaser shall be refunded.

Article 3 – Admission Tickets

1. Een entreebewijs kan bestaan uit een door Libéma verstrekt document of een verstrekte barcode. Indien het een barcode betreft, is dit een unieke code.
2. • An admission ticket may consist of a document provided by Libéma or a barcode supplied by Libéma. Where a barcode is provided, it shall constitute a unique code.
3. • An admission ticket shall be issued once only and grants admission to one person.
4. • Only the holder of the admission ticket who is the first to present it at the entrance of one of Libéma's parks shall be granted admission. Libéma may assume that the holder of the admission ticket is also the person entitled to use it. Libéma shall not be required to carry out any further verification in respect of a valid admission ticket.

5. Admission tickets are valid for a limited period and shall expire upon the expiry of their validity period.
6. Where an admission ticket has a validity period, the holder may choose their own date of visit within that validity period. Admission tickets may only be used during the park's normal opening hours.
7. Admission tickets remaining unused at the end of the season may, in limited circumstances as described below, be returned to Libéma, stating the relevant reference number. Libéma shall then credit the unused admission tickets and refund the amount paid less an administration fee of €15. Expired admission tickets may be returned until 31 January of the following year to Libéma's Attractions Parks Sales Department via **salessupport@libemafunfactory.nl**. The return of admission tickets is only possible for orders of up to 200 tickets and only if no other discount has been applied. In all other cases, no refund of admission tickets shall be granted

Article 4 – Payment and Prices

1. Payment by the Purchaser shall be made within 14 days of the invoice date in the currency invoiced and in the manner specified by Libéma. Objections to the amount invoiced shall not suspend the payment obligation.
2. All prices stated include VAT, taxes and service charges.
3. All offers are non-binding unless a period for acceptance is expressly stated in the offer.
4. Offers shall not automatically apply to future orders.
5. Libéma expressly reserves the right to amend the prices of admission tickets. If a specific promotion is available in limited quantities, Libéma shall be entitled, once the promotion is no longer available, to offer the same admission tickets at a

higher price. The Purchaser shall not be entitled to rely on any previous lower price.

6. If the Purchaser fails to make payment within the 14-day period, the Purchaser shall be in default by operation of law. The Purchaser shall then owe interest at the rate of 8% per month, unless the statutory interest rate is higher, in which case the statutory rate shall apply. Interest shall accrue on the outstanding amount from the date on which the Purchaser enters into default until full payment has been made.
7. If the Purchaser fails to fulfil its payment obligations, Libéma shall be entitled to suspend the dispatch or delivery of the admission tickets.

Article 5 – Prohibition of Resale

1. The Purchaser shall purchase admission tickets for access to one of Libéma's parks solely for its own use or for its own guests. The Purchaser is therefore not permitted to resell admission tickets in any way to commercial third parties or promotional partners of Libéma.
2. Offering admission tickets for sale or distributing them for commercial purposes is prohibited. Exceptions may only be made with Libéma's prior written consent.
3. The Purchaser shall not offer admission tickets in commercial communications or otherwise refer to them for commercial purposes.
4. The Purchaser may only sell admission tickets to its guests through its own online channel (website) or service desk and may not charge any margin thereon.
5. Other than through its own website or service desk, the Purchaser shall not advertise or otherwise publicise Libéma admission tickets.
6. Where the Purchaser provides admission tickets free of charge to third parties outside a commercial context, the Purchaser shall impose on those third parties the same obligations as those imposed upon the Purchaser under these

General Terms and Conditions and shall guarantee compliance with those obligations.

Article 6 – Promotional Materials

1. In respect of trademarks, logos, images and/or other media content made available to the Purchaser by or on behalf of Libéma or its affiliated companies in connection with the agreement, or otherwise obtained by the Purchaser, such materials may only be used for the purposes of the cooperation, in the manner specified by Libéma and only during the term of the agreement for which the materials were provided. The Purchaser shall comply with all instructions and directions concerning the use thereof.
2. The Purchaser shall be liable to Libéma and its affiliated companies for any loss or damage arising from the use of trademarks, logos, images and/or other media content.

Artikel 7 - Liability

1. Libéma shall not be liable for any damage suffered by the Purchaser, whether direct or indirect, including consequential loss and loss of profit. This limitation of liability for direct damage shall not apply where the damage results from wilful misconduct or gross negligence on the part of Libéma or its employees.
2. Libéma shall not be liable for the loss of or damage to admission tickets by the Purchaser or due to any other cause. If the Purchaser requests replacement admission tickets, Libéma shall be entitled to charge reasonable costs.
3. The information displayed on the website is compiled with the utmost care. However, no guarantee can be given as to its accuracy or completeness. Any liability for damage arising from the displayed content, access to or use of the website, temporary and/or permanent inability to access the website, or displayed prices is expressly excluded.

4. Libéma shall not be liable for failures or other defects in third-party networks used to access the website.
5. Libéma's liability shall in all cases be limited to the total value of the Purchaser's order.

Article 8 – Force Majeure

1. Neither Party shall be obliged to fulfil any obligation if it is prevented from doing so as a result of a circumstance that is not attributable to its fault and which is not for its account pursuant to law, a legal act, or generally accepted standards of reasonableness and fairness.
2. For the purposes of these General Terms and Conditions, force majeure shall, in addition to what is understood by law and case law, include all external causes, whether foreseen or unforeseen, over which Libéma has no control and as a result of which Libéma is unable to fulfil its obligations.
3. During the period in which the force majeure event continues, the Parties may suspend their obligations under the Agreement. If this period exceeds two months, either Party shall be entitled to terminate the Agreement without any obligation to compensate the other Party for any loss or damage.

Article 9 – Penalty Clause

1. If the Purchaser fails to comply with, and/or is unable to guarantee compliance with, its obligations as set out in these General Terms and Conditions, the Purchaser shall be liable to Libéma for an immediately payable penalty of €2,500 per breach, plus €500 for each day that the breach has continued or continues, without prejudice to Libéma's right to claim specific performance and/or compensation for any loss or damage suffered or to be suffered.
2. In the event of a breach of any provision of these General Terms and Conditions, Libéma shall furthermore be entitled to invalidate any admission tickets already supplied to the Purchaser or to refuse any

further sales to the Purchaser, without the Purchaser being entitled to any refund or other compensation. In such event, the holder of the admission tickets shall be denied access to the park without any right to compensation or refund of any kind.

Article 10 - Confidentiality

1. Both parties shall keep confidential all confidential information obtained from each other or from any other source in connection with the agreement. Information shall be considered confidential if it has been designated as such by the other party or if its confidential nature follows from its content or circumstances.

Artikel 11 – Final Provisions

1. If the Purchaser fails to fulfil one or more of its obligations, all reasonable extrajudicial costs incurred by Libéma in obtaining payment shall be borne by the Purchaser.
2. If one or more provisions of these General Terms and Conditions are or become invalid or unenforceable, the remaining provisions shall remain in full force and effect. Libéma and the Purchaser shall then consult with one another in order to agree on replacement provisions that as closely as possible reflect the purpose and intent of the original provisions.
3. These General Terms and Conditions and every agreement between the Purchaser and Libéma shall be governed by Dutch law.
4. Any disputes arising from the agreement between Libéma and the Purchaser, or any agreement resulting therefrom, shall be submitted exclusively to the competent court in the District of East Brabant. Libéma shall, however, be entitled at all times to designate another court having jurisdiction under the law.