

TERMS AND CONDITIONS 2025-2026

ROELAND FINE FOOD AND WINE

Teulada-Moraira/Spain

Article 1. General

These conditions apply to all offers and agreements concerning the sale and delivery of goods and the provision of services such as catering for festivities, receptions, dinners, exploitations and the like in the broadest sense of the word as well as the provision of personnel, premises and materials etc.

Article 2. Offers

All offers made by Roeland Fine Food and Wine are always without obligation. An agreement with Roeland Fine Food and Wine shall come into effect through acceptance of the offer. Additional agreements or additional work shall be agreed and charged separately.

Article 3. Prices

Quotations will always be made on the basis of the prices valid at the time of quotation. Roeland Fine Food and Wine reserves the right to charge the customer for price increases such as excise duty increases, raw material increases or labour costs and the like between the time of the quotation and the execution of the agreement.

Article 4. Payment

Major events and weddings

The date of an event is officially fixed after a deposit of € 1000.00. One month before the event, the client will receive the invoice for the total fixed costs of food, staff, costs rental goods like furniture etc, including transport, with a request for payment by return, but no later than 1 week before the event. Immediately after the event, the client will receive an invoice for the remaining costs, such as refreshments, additional costs for personnel, and other unforeseen costs. If the event is cancelled by the client after entering into the order, there will be no refund of the €1000.00 deposit. From 60 days before the event, article 6 also applies.

Small parties / private dinners (from 6 persons-15 persons)

The date of a party or dinner will be fixed immediately after the client's agreement. The client will receive an invoice for the down payment of 50% of the total quoted amount, with a request for immediate payment. There will be no refund of the down payment if the client cancels the dinner immediately after entering into the order. Immediately after the event, the client will pay the remaining costs, plus any additional costs.

If payment is not made on time (due date of invoice), the client will immediately, without notice of default or demand for payment being required, owe interest at a maximum of 10% of the legal interest rate if payment has not been made within one month. Roeland Fine Food and Wine may dissolve the agreement, insofar as it has not yet been executed, without prejudice to its right to damages. All costs incurred by Roeland Fine Food and Wine in collecting what the client owes Roeland Fine Food and Wine shall be for the account of the client. Set-off against counterclaims shall not be permitted, except in so far as the counterclaim in question has been expressly acknowledged by Roeland Fine Food and Wine or has been irrevocably established by law.

Article 5. Permits

If the execution of the agreement requires the consent of a third party, the client will arrange for obtaining such consent in good time (at his own expense). He shall inform Roeland Fine Food and Wine of this in writing. Failure to obtain the required permission shall be entirely at the client's risk.

TERMS AND CONDITIONS

ROELAND FINE FOOD AND WINE

Article 6. Cancellation

If a client cancels all or part of an agreement, she shall be liable for compensation. The following cancellation charges, in percentages of the amount stated for the relevant goods or services of Roeland Fine Food and Wine in an agreement, shall apply:

- 1) from 60 (sixty) to 30 (thirty) calendar days, 25%
- 2) from 30 (thirty) to 14 (fourteen) calendar days, 50%
- 3) from 14 (fourteen) to 7 (seven) calendar days, 75%
- 4) from 7 (seven) calendar days up to and including on the (first) date of the event, 100%.

Full or partial cancellation of an agreement by the client must be made in writing to Roeland Fine Food and Wine. The date of receipt of this letter by Roeland Fine Food and Wine shall be taken as the basis for determining the cancellation fee.

Article 7. Premature termination

Roeland Fine Food and Wine shall be authorised to dissolve the agreement (insofar as not stipulated otherwise) in whole or in part with immediate effect by means of a written statement at its discretion. This shall occur if the client fails to fulfil one or more obligations with Roeland Fine Food and Wine, or fails to do so properly. All this without prejudice to its right to damages in accordance with the law. Roeland Fine Food and Wine shall be authorised to terminate the agreement with immediate effect if the client applies for a moratorium, is declared bankrupt or decides to discontinue or transfer all or part of his business. Roeland Fine Food and Wine shall be entitled to set off any amounts receivable from the client under or in connection with the agreement against any advance payments received from the client. Roeland Fine Food and Wine shall not owe any interest on the advance payment. He shall only be obliged to repay the advance payment or the remainder thereof after it has been reasonably ascertained that Roeland Fine Food and Wine has or will have no further claim on the client. Applicable law to the agreement is Spanish law. Terms and conditions of clients do not apply unless otherwise agreed in writing. Disputes concerning or in connection with the rented object shall be settled exclusively by the absolutely competent court within the district in which Roeland Fine Food and Wine has its head office.

Article 8. Goods and services to be delivered

The execution of the agreement between the client and Roeland Fine Food and Wine is based on the quantities and circumstances stated by the client. If the client's statement does not correspond to reality, Roeland Fine Food and Wine shall not be liable for any consequences thereof.



TERMS AND CONDITIONS

ROELAND FINE FOOD AND WINE

Article 9 - Force Majeure

In case of force majeure, Roeland Fine Food and Wine is entitled, after notifying the client, to cancel all or part of its obligations to execute the agreement, insofar as they have not been carried out, without judicial intervention being required. Force majeure shall in any case include:

- The complete or partial failure for whatever reason of the installations required for the Installations required for the execution of an agreement.
- Obstructing government regulations and requests.
- Unrest.
- Strikes.
- Disruptions in the regular supply of goods to be delivered by third parties, as well as water and energy supplies.
- Fire or accidents.
- Transport impediments.
- Seizures of any kind or for any reason.
- Any disruption in regular production.
- And any other event not falling within the scope of normal commercial risks.

Article 10. Liability

Roeland Fine Food and Wine shall only be liable for any damages, insofar as these are directly attributable to Roeland Fine Food and Wine, while any damages shall be limited to 50% of the agreed price and Roeland Fine Food and Wine shall never be liable for consequential damages.

Article 11. Refusal or termination of orders and/or orders

Roeland Fine Food and Wine reserves the right to refuse or terminate orders and/or instructions whose contents are contrary to any statutory or other governmental provision, even if the order and/or instruction has already been confirmed or the execution of the order and/or instruction has started. Roeland Fine Food and Wine has the right at all times to refuse orders and/or instructions whose contents, in its opinion, are contrary to its good name or to the interests of Roeland Fine Food and Wine, or to (immediately) terminate the order and/or instruction, the execution of which has already commenced, insofar as this may manifest itself at a later date. Roeland Fine Food and Wine shall be entitled (in the event of the above being applicable) to full compensation for the costs already incurred in the preparation and execution of the order and/or instruction and shall then also not be liable for damages resulting from the non-execution or premature termination of the order and/or instruction.

Article 12. Applicability

1. The agreements entered into by Roeland Fine Food and Wine and their execution are governed by Spanish law. Spanish law shall apply to the agreements entered into by Roeland Fine Food and Wine and their execution.
2. Roeland Fine Food and Wine is registered as autónomo (self-employed).

La Tesorería General de la Seguridad Social ha procedido a reconocer el alta en el Régimen Especial de Trabajadores por Cuenta Propia o Autónomos, de D./Dña.: ROELAND MICHAEL JOHANNES MARIA HULS con número de afiliación 031144366845 y N.I.E. Y8496511A.

Teulada, 2025

