

ARTICLE 1: APPLICABILITY

- 1.1 These general terms and conditions are applicable to all offers and agreements of Stagelight Holding B.V., based at De Beverspijken 5 – s’-Hertogenbosch – The Netherlands and related companies (hereinafter referred to as the Commissionee), and to all agreements between the Commissionee and the Principal (as described hereinafter), on the grounds of which the Commissionee supplies and/or lets to the Principal one or more products and/or carries out one or more specific activities and/or provides one or more specific services.
- 1.2 Services as implied by paragraph 1, have to, amongst others, be understood as light- sound, video- and riggingtechnics as well as special effects, such as visual- and photographic effects, mechanical effects like explosions, smoke, fire, pyrotechnics, CO2 smoke-columns, inflatables, confetti, lasers and sound effects during events, music-, image- and other amusement programs, product presentations, (road) shows and performances, as well as the sales and trade of light-, sound-, video- and riggingequipment and special effects.
- 1.3 Principal: any (legal) entity, which entered into an agreement with the Commissionee, or wishes to enter into such an agreement, and, apart from the Commissionee, with its representative(s), agent(s), assignee(s) and heirs.
- 1.4 Goods: hardware and/or software and anything that may be an object of agreement, with due observance of the business activities of the Commissionee.
- 1.5 Agreement: any arrangement between Principal and the Commissionee for the Commissionee to supply and/or let one or more products and/or to carry out one or more specific activities and/or provide one or more specific services for the benefit of Principal, in accordance with the provisions in the offer signed by Principal.
- 1.6 Any deviations from these terms and conditions will prevail only to the extent that they have been agreed upon in writing between the Commissionee and the Principal and are applicable only to the Agreement concerned. Any terms and conditions of the Principal are not accepted by the Commissionee, save after separate, written acceptance thereof by the Commissionee.
- 1.7 The Dutch text of these terms and conditions prevails over either or not sworn translations thereof.

ARTICLE 2: OFFERS

- 2.1 All offers are non-binding, unless agreed upon otherwise in writing. Offers are to be regarded as an invitation to the Principal to make an offer. Unless expressly stated otherwise, assembly or installation is not included in the offers of the Commissionee. Unless stated otherwise, offers of the Commissionee are no longer valid after thirty (30) days, calculated from the date of the offer.
- 2.2 All drawings and data furnished with an offer, such as sizes, weight, power and quantities, have been compiled as carefully as possible. These statements are binding only insofar as expressly confirmed. Details need not be furnished.
- 2.3 In the offers the Commissionee assumes that all goods are supplied in the standard/basic model and that all activities can be carried out in the normal way. Special requirements and circumstances must be stated to the Commissionee in advance in writing and with sufficient detail. The Commissionee will then expressly state in the offer if and to what extent the above has been taken into account by the Commissionee.
- 2.4 Offers, and CAD drawings, designs, schedules, models, computer applications and calculations created by the Commissionee (or by order of the Commissionee) are owned by the Commissionee and are not to be passed on to third parties or furnished for inspection purposes without the express permission of the Commissionee.
- 2.5 The Commissionee reserves the right to refuse assignments and/or orders without stating reasons.

ARTICLE 3: AGREEMENT

- 3.1 Save for the provisions below, an Agreement with the Commissionee is formed only after Principal has initialled and signed the offer and signed and said offer has been received by the Commissionee. Acceptance and/or confirmation are deemed to be an accurate and full representation of the Agreement.
- 3.2 Additional agreements or amendments made at a later stage and agreements with and/or commitments made by staff of the Commissionee shall bind the Commissionee only if they have been confirmed by the Commissionee in writing.
- 3.3 For supplies and/or activities for which by reason of their nature and scope no offer and/or order confirmation is sent, the invoice will also be considered the order confirmation, which is also deemed to be an accurate and full representation of the Agreement.
- 3.4 If an Agreement concerns the letting of equipment and/or technical staff for a series of productions (for example, TV programmes), for each production an Agreement pertaining to the services agreed upon for the purpose of that production must have been concluded.
- 3.5 Each Agreement is entered into under the condition subsequent that the Principal – only at the discretion of the Commissionee – turns out to be sufficiently solvable for the financial compliance with the Agreement.
- 3.6 The Commissionee is entitled upon or after the formation of the Agreement, before rendering a (further) performance, to demand adequate security from the Principal that both the payment and other obligations will be fulfilled, which security Principal is bound to provide.

Whether or not the security provided by Principal is adequate is at the exclusive discretion of the Commissionee.

- 3.7 The Commissionee is entitled upon or after the formation of the Agreement, before rendering a (further) performance, to demand an advance payment from the Principal, of any amount whatever, which advance payment Principal is in that case bound to pay. The Commissionee will send an invoice to Principal for that purpose.
- 3.8 Without the prior permission of the Commissionee the Principal is not permitted to transfer the rights arising from an Agreement to the services provided by the Commissionee or to goods supplied by the Commissionee to third parties. Notwithstanding the provisions in paragraph 9 of this Article, the Commissionee will at any rate not grant this permission if a price is demanded for such transfer.
- 3.9 The deployment by the Principal of services provided by the Commissionee for co-productions with one or more third parties must be notified by the Principal to the Commissionee in writing. The Principal is only liable towards the Commissionee for the full compliance with the Agreement.
- 3.10 Termination of an Agreement by the Principal is possible only if such is effected in writing prior to the commencement of the providing of services and/or the supply of goods. In such case a percentage of the total amount will be charged as cancellation fee depending on the period of time between cancellation and the planned commencement of the providing of the services or the supply of the goods. If this period is 6 weeks or more the fee will be 50%. If this period is 3 to 6 weeks the fee will be 75%. If this period is 1 to 3 weeks the fee will be 90%. If this period is 1 week or less the fee will be 100%. If the actual costs involved are higher than the cancellation fee these will be charged.
- 3.11 The financial obligations of the Commissionee towards third parties, relating to the terminated Agreement, which must be fulfilled by the Commissionee, including materials purchased or ordered and/or equipment or technicians hired, shall also be charged to the Principal in full.

ARTICLE 4: RATES

- 4.1 Each quotation is given subject to price adjustments, unless the contrary is agreed upon in writing.
- 4.2 Unless the contrary is stated, the rates of the Commissionee are:
- based on the level of purchase rates, wages, wage costs, social and government taxes, freights, insurance premiums and other costs prevailing at the time of the offer and/or order date
 - based on supply “ex factory the Commissionee”
 - exclusive of VAT, import duties, other taxes, other levies imposed by the authorities
 - exclusive of the costs of packaging, loading and unloading, carriage and transportation insurance
 - stated in Euros. If stated in another currency, any exchange rate movements occurring in the period between offer and supply in respect of the Euro are charged on.
- 4.3 If the cost price factors mentioned in the previous paragraph are raised during the period between the date of the offer and the date of the supply and/or actual supply of the leased property, the order price and/or lease price will be raised accordingly by the Commissionee, subject to any statutory regulations.
- 4.4 If also activities have been agreed on, the Commissionee is authorized to charge any costs relating to demonstrable additional or heavier activities than foreseen or to the fact that labour must be performed on other hours than the usual ones or to a delay beyond the power of the Commissionee in the performance of the activities, in excess of the agreed price. The Commissionee is also authorized to index the labour costs component, and charge the higher labour costs thus calculated.
- 4.5 If the Principal during the execution of the Agreement demands more services or demands (the) service(s) for a longer period of time than was agreed on and the Commissionee can fulfil this need, this will be recorded in writing in a supplement to the Agreement. Only after the supplement has been signed, the additional services will be provided. The additional services must be paid in accordance with the provisions in Article 15.

ARTICLE 5: DELIVERY PERIOD AND DELIVERY

- 5.1 Delivery period is taken to mean the period stipulated in the Agreement in which the goods must be available to the Principal or, if services and/or activities have been agreed upon, the term in which these services must have been provided and/or these activities must have been performed.
- 5.2 The statement of dates of delivery is always effected by approximation, unless the contrary has been expressly agreed upon in writing.
- 5.3 An agreed delivery period will take effect only after all necessary data are at the disposal of the Commissionee and the payment, if and insofar as it is to be effected with the order, has been effected, or the security demanded and/or the advance payment demanded has been provided.
- 5.4 The Commissionee is obliged to observe the delivery period stated as far as possible, but is in no way liable for a reasonable excess thereof.
- 5.5 Exceeding the delivery period stated does not oblige the Commissionee to pay any compensation, and does not confer the right to the Principal to terminate the Agreement and/or refuse the purchase.
- 5.6 Unless agreed upon otherwise, delivery of goods will take place “ex factory/warehouse”.
- 5.7 Delivery in parts (partial deliveries) is always permitted. The Commissionee can invoice the aforesaid partial deliveries separately.

- In that case the Principal is obliged to pay in accordance with the provisions in Article 15 of these terms and conditions.
- 5.8 When the goods have not been purchased by the Principal after the lapse of the delivery period, they are stored at his disposal and for his account and risk. In case of long-term storage as a result of a failure to purchase the goods at the agreed date, the Commissionee will charge costs of storage.
- 5.9 Minor deviations of the goods supplied and/or let in size, colour, capacity, shape and packaging can never be a reason for the Principal to cancel the order in full or in part, or to refuse payment in full or in part, or to demand compensation.
- 5.10 The Principal is obliged to inspect the goods supplied and/or the packaging immediately upon receipt both in terms of quantity and quality. This also applies in the case mentioned in paragraph 8 of this Article. Any shortages or damage must be reported to the Commissionee in accordance with Article 7 of these terms and conditions.
- 5.11 If also activities have been agreed upon outside the location(s) of the Commissionee, the Principal must ensure that the work can commence with due speed, among other things by making the site accessible to the Commissionee's staff and the materials to be supplied. In addition, Principal is held to provide the connections to the electricity grid and proper lighting needed, if necessary make available auxiliary plant and equipment and scaffolding and to ensure that no activities of third parties will impede or delay the progress of the Commissionee.
- 5.12 The Commissionee is authorized to deploy third parties (sub-contractors) for the realisation of a delivery.
- 5.13 If execution takes place at the request of the Principal within a shorter term than was agreed upon, the additional costs connected thereto are for the account of the Principal. The Commissionee will furnish a detailed statement of those costs to the Principal.
- 5.14 If the preparation to the providing of services is (also) dependent on the data, instructions, documentation or materials, including scripts, texts, photos, visual and audio carriers and the like provided by the Principal by reason of the Agreement and the Principal fails to duly comply with its obligations in this regard, regardless of the cause, agreed dates and times are changed accordingly to the extent possible. If a change is impossible or results in a fatal term being exceeded, the Principal is entitled to terminate the Agreement and the provisions in Article 3.10 and 3.11 are applicable.

ARTICLE 6: LETTING

- 6.1 Lease agreements are also governed by these General Terms and Conditions, unless this Article expressly provides the contrary.
- 6.2 Whenever these general terms and conditions refer to "Principal" this includes "Lessee" in some cases.
For the purpose of this Article "Lessor" is taken to mean: the Commissionee. For the purpose of this Article "Lessee" is taken to mean: a (legal) entity that leases or is otherwise provided with equipment from Lessor. The Lessee, in the equivalent manner as the "Principal" mentioned in the other Articles, is subject to all prevailing Articles of the general terms and conditions for the delivery of goods and provision of services. For the purpose of this Article "Equipment" is taken to mean: all (electric) apparatus in the field of audio, video, rigging and lighting technique, and musical instruments and any other goods made available by Lessor for letting purposes or other use, and any associated accessories, cables, packaging materials, etc.
- 6.3 The Lessee will use the Equipment exclusively for the purpose for which the equipment was fabricated. The Lessee will use the Equipment with due care and diligence and will ensure a proper and safe storage space. The Lessee will always allow an agent of Lessor access to buildings or premises where the Equipment is located in order to inspect the state of the Equipment. The Lessee is not allowed to make changes to the (hardware or software configuration of the) Equipment.
- 6.4 The Lessee will immediately notify the Lessor in case of theft of or damage to the Equipment via an extensive written notification report. The Lessee will also immediately report the theft or damage due to vandalism to the police in the place where the theft occurred and/or the damage due to vandalism was caused, and furnish a copy of the official record of this report to the Lessor.
- 6.5 The Lessee will not copy or show or disclose to third parties any data pertaining to the designs and/or construction methods used by the Lessor.
- 6.6 The Lessee will not let, give in use or otherwise put the Equipment at the disposal of third parties. It's not allowed for Lessee to use or transport the Equipment outside The Netherlands.
- 6.7 If spare parts which are supplied with the Equipment are used, the old parts must be given back to the Lessor. If not Lessor will be charged for the value of the spare parts.
- 6.8 The Equipment is let for the period of at least one (1) day. The lease period will commence on the date that the Equipment leaves the warehouse of the Lessor and end on the date that the Equipment returns to the warehouse of the lessor, unless the contrary has been agreed upon in writing.
- 6.9 Equipment is transported for the account and risk of the Lessee in the packaging provided by the Lessor.
- 6.10 The Lessee must ascertain that the Equipment is supplied to it in a good condition. The Lessor assumes that the Lessee is familiar with the functioning of the Equipment and that the Equipment ordered by the Lessee meets the purpose for which the Equipment is leased.
- 6.11 The Equipment must be picked up by the Lessee at the warehouse of the Lessor and be returned no later than on the date that the agreed

- lease period ends, unless the contrary has been agreed upon in writing. By the sole fact of non-delivery at that date for any reason whatsoever, or in case of damage caused to the Equipment, the Lessee will be in default, without any demand letter or notice of default being required. In that case the Lessee, notwithstanding its other obligations towards the Lessor, owes to the Lessor a compensation equivalent to the lease price it must pay for the number of days that the agreed lease period is exceeded, and/or the number of days that the repair to the Equipment takes up, increased by 50%, notwithstanding the right of the Lessor to full compensation of the damage suffered by it. The Lessee cannot derive any right to extend the lease period agreed upon in advance from this provision.
- 6.12 The Lessee is deemed to be aware and agree to the lease rates used by the Lessor. Unless the contrary has been agreed upon, the Lessee must pay the lease price in cash prior to or on the commencement of the lease period. The Lessor is entitled to demand a guarantee deposit from the Lessee and reserves the right to compensate any rent instalments lapsed by the guarantee deposit, and also the costs of repair and/or cleaning of the Equipment leased.
- 6.13 In case it's agreed that Lessor takes care of transport of the Equipment, Lessee must be at the location of use in time to collect and check or give back the Equipment. The agreed time of delivery is an estimated time; Lessor cannot be held responsible in case of late arrival. Lessee must wait at the location until Lessor arrives at all times.
- 6.14 In case it's agreed that Lessor provides labour (such as building, breaking, configuring, programming or operating) Lessee must take care of all necessary preparations in a way that Lessor can do it's work in a proper and common way. If special preparations are needed Lessor will state them to Lessee before starting of the works.
- 6.15 Lessee is obliged to provide sufficient and correct powersupply. This supply must be fully according to applicable regulations. If a minimum power value or type of connection is specified by Lessor, this must be provided by Lessee.
- 6.16 The Lessor has insured the Equipment. In that connection the following applies:
- There is an excess of € 2.500 per claim. In case of damage the Lessor will charge this excess to the Lessee.
 - The territorial limits of the insurance policy are Western Europe. For the most part a cover outside these territorial limits can be obtained via an additional insurance policy for the duration of the lease period, whereof the premium and costs will be charged to the Lessee.
 - What is not insured is loss, theft without traces of burglary and theft from a truck or car that has been left unattended.
 - In case of damage due to negligence, insurance companies of the policy are entitled to recourse on the Lessee.
 - If the Equipment is exposed to a (potentially) greater risk to damage than with normal use and/or ordinary circumstances, the Lessee is obliged to notify the Lessor on this matter in advance and to ascertain whether the Lessor is in that case willing to proceed to let, either or not under the coverage of an additional insurance policy. The costs of an additional insurance company will be charged to the Lessee.
 - In case of loss, theft or damage, the Lessee shall act in accordance with the provisions in Article 6.4.
 - It's a secondary insurance; which means that Lessee must declare the damage at it's own insurance company first.
 - The Lessor is entitled to recover the damage caused to the Equipment, insofar as said damage is not covered by its insurance company or companies, from the Lessee.

ARTICLE 7: TRIAL/COMPLAINTS PROCEDURE/CLAIMS

- 7.1 Trial of the goods supplied in general takes place at the location of the Commissionee in accordance with the usual standard procedures, in view of the nature of the goods. Trial of activities carried out and/or services provided takes place at the location where they have been carried out.
- 7.2 The Principal is only entitled to special trials or demand trials elsewhere if such has been expressly agreed upon.
- 7.3 The Commissionee ensures that the services to be provided by it are provided carefully and that the goods supplied by it have a proper quality.
- 7.4 Regarding equipment provided: if the services concern the making available of technical equipment and this equipment fails to function properly, fails to meet reasonable requirements of quality or deviates from what has been agreed upon, the Commissionee, subject to the provisions in paragraph 5 of this Article – will ensure repair or replacement as soon as possible at its own discretion and for its account. Repair or replacement will take place for the account of the Principal, if the Commissionee demonstrates that incorrect and/or injudicious use or acts by the Principal have rendered repair or replacement necessary. If repair or replacement are reasonably impossible within such a term that agreement with the Principal can be reached, the Commissionee, and the Principal entitled to the Agreement insofar as it has not yet been executed, can dissolve the Agreement without judicial intervention. In the latter case the Principal is entitled to compensation of the damage demonstrably suffered, such with due observance of the provisions in Article 10. Complaints regarding the technical equipment made available are dealt with only if they have been lodged to the Commissionee no later than 24 hours after they were made available or, if a fault is not visible on the outside, 24 hours after the fault was found or could be found, in writing or orally and with proper substantiation. In default of this, any right to

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compliance with the provisions in this paragraph lapses. Complaints lodged orally must be confirmed in writing within two (2) days after the oral complaint.

- 7.5 Regarding the staff made available: if the services concern the making available of technical staff, the Commissionee ensures that the staff made available and charged with the operating of the equipment can handle the execution of the task to be performed. With regard to the staff members made available by the Commissionee the Commissionee will take into account as far as possible the information provided by the Principal to the Commissionee regarding the activities to be carried out, and the capacities and skills of the eligible staff members that it is aware of. For this purpose the Commissionee is entirely free in this regard. If a staff member of the Commissionee made available according to the Principal fails to meet the reasonable requirements set for him, the Commissionee will inform him on this matter within four (4) hours after the unsuitability has been established, while stating the complaints. In that case the Commissionee will replace the relevant staff member if possible – when other staff members are available. The additional travel and accommodation expenses caused by this are for the account of the Principal.
- 7.6 Regarding the manufacturing or processing of goods: if the services provided concern the manufacturing or processing of goods, the Commissionee, in case of loss or damage to the good being manufactured or processed, will handle the repair or replacement of the good for its own account. If, however, the Principal is to be blamed for the loss or the damage to the good, the costs of repair or replacement will be for the account of the Principal.
- 7.7 Regarding outsourcing: the Commissionee undertakes to allow outsourcing only while maintaining the quality standards of the Commissionee. If the Commissionee has outsourced its obligations to provide services in full or in part, it is never obliged towards the Principal to do more than the party to whom services were outsourced by the Commissionee, which party is hereinafter referred to as: "the third party", is obliged to do towards the Commissionee. The Commissionee will promote to the extent possible that the third party fulfils its obligations and for this purpose will take legal action if necessary – such as at the discretion of the Commissionee – for its own account. If the Commissionee deems such litigation legally or economically unwise, the Commissionee will transfer its rights towards the third party to the Principal at the request of the Principal.
- 7.8 Regarding other services and/or activities, not falling under Articles 7.4 through 7.7: Principal is obliged to notify the Commissionee in writing on complaints within eight (8) days after activities were carried out and/or services were provided. If the complaint is deemed well-founded by the Commissionee, the Commissionee is only obliged to improve the activities free of charge, without the Principal being able to exercise any right to any compensation whatsoever.
- 7.9 Claims regarding invoices must be notified to the Commissionee immediately, in case they are furnished to the Principal simultaneously with the goods. If the invoices are sent, claims regarding those invoices must be filed to the Commissionee in writing within eight (8) days after the date of invoice.
- 7.10 After the lapse of the instalments, mentioned in paragraphs 7.1 through 7.9 of this Article, the Principal is deemed to have approved the goods supplied, the activities carried out and/or the services provided, and the invoice, respectively. In that case complaints/claims are no longer dealt with.
- 7.11 The filing of a complaint/claim does not discharge the Principal from its payment obligations towards the Commissionee set forth elsewhere in these terms and conditions.

ARTICLE 8: REPAIRS AND MAINTENANCE

- 8.1 The provisions sub paragraph 1 through 11 of this Article are meant for repairs and maintenance, insofar as they do not arise from the guarantee provisions of the Commissionee.
- 8.2 The Commissionee is free to refuse requests for repair and/or maintenance.
- 8.3 If the Principal wants an estimate of the costs of the repairs to be effected in advance, the Commissionee will provide this estimate to the best of its ability, but without any obligation on its part to effect the repairs for the amount estimated.
- 8.4 If, after the order for repair work has been given, the actual costs tend to significantly exceed the estimated costs or when the expected costs are not in reasonable proportion to the value of the good, the Commissionee, before (further) effecting the repairs, will enter into consultation with the Principal. If this consultation, for any reason whatsoever, cannot take place within a reasonable term, the Commissionee will (further) effect the repair work.
- 8.5 The Principal is obliged to pay the actual costs of the repair activities to the Commissionee via cash payment. The payment obligation arises when the goods, after repairs, are at the disposal of the Principal. The Commissionee is entitled to demand (partial) payment of the estimated costs of the repairs in advance.
- 8.6 Goods repaired are at the disposal of the Principal at the Commissionee's warehouse, where the Principal must ascertain a good when picking up the goods, i.e. within the boundaries of the (still) possible, repair work effected. Repairs are not subject to additional guarantee provisions, except for the usual guarantee on new parts added, insofar as they do not pertain to electronic parts.
- 8.7 If, after repairs have been effected, the Principal does not pick up and pay for the good repaired within 30 days, the Commissionee is free to sell the good and transfer the proceeds, while deducting the costs of the repairs, to the Principal.

- 8.8 The Commissionee can set the term in which repairs are to be effected only by approximation. The Principal is therefore not entitled, in the event that this term is exceeded, to refuse payment or demand any compensation.
- 8.9 Maintenance contracts can be concluded while providing a detailed statement of the maintenance activities, mutual obligations and the possible guarantee conditions. For the most part this concerns recurrent activities at a fixed price, in which case the Commissionee is bound by the price-fixing agreement.
- 8.10 Replaced materials or goods are only furnished to the Principal if such has been expressly agreed upon in the order for repair work or maintenance.
- 8.11 The good/goods repaired or yet to be repaired are with the Commissionee for the risk of the Principal.

ARTICLE 9: TRANSPORTATION

- 9.1 If the Principal requests, without further instructions, that the Commissionee dispatch the goods, the manner of dispatch and packaging will be determined by the Commissionee with due care and diligence.
- 9.2 The transportation of goods is always effected for the risk of the Principal, also if delivery free domicile has been agreed upon, even when the carrier demands that waybills, transport addresses, and the like contain the clause that all damage during transportation is for the account and risk of the sender.

ARTICLE 10: LIABILITY

- 10.1 The Commissionee will carry out its activities and/or provide its services to the best of its ability and supply and/or let its products and observe the due care that can be expected of it. If an error is made because the Principal has provided it with incorrect or incomplete information, the Commissionee is not liable for the damage caused in consequence thereof.
- 10.2 The Commissionee is only liable for direct damage suffered by the Principal, which might arise from Agreements between the Commissionee and the Principal by reason of which the Commissionee supplies and/or lets to the Principal one or more products and/or carries out one or more specific activities and/or provides one or more specific services, insofar as provided in these general terms and conditions.
- 10.3 The compensation payable by the Commissionee for attributable shortcoming in the performance of an Agreement between the Commissionee and the Principal by reason whereof the Commissionee supplies and/or lets to the Principal one or more products and/or carries out one or more specific activities and/or provides one or more specific services, the liability of the Commissionee for said damage, if the Principal demonstrates that it suffered damage as a result of an error on the part of the Commissionee that would have been avoided if it had acted carefully, will always be limited to the amount paid in the case concerned on the grounds of the liability insurance of the Commissionee, increased by the amount of the excess that is not paid by the insurance company or companies pursuant to the policy conditions.
- 10.4 The Commissionee is never held to compensate indirect loss, consequential loss and loss of profits of Principal, including but not limited to stagnation in the regular conduct of business of the enterprise of Principal, which is the result of or is otherwise connected to, an error in the performance of the activities by the Commissionee.
- 10.5 If for any reason whatever no payment is made by the insurance company (or companies), each liability of the Commissionee is limited to 50% of the amounts invoiced and invoicable by the Commissionee to Principal on the basis of the Agreement (exclusive of turnover tax). If the Agreement is a continuing performance contract, the compensation will never exceed 50% of the amounts invoiced and invoicable by the Commissionee to Principal by reason of the relevant partial agreement exclusive of turnover tax. The compensation for attributable shortcoming will in no way exceed the price (exclusive of turnover tax) stipulated in the Agreement concerned for the performance of the Commissionee in the period of three months prior to the default of the Commissionee. The amounts and rates mentioned in this paragraph are reduced by the credit slips demanded by the Principal and provided by the Commissionee.
- 10.6 Subject to the other provisions in these terms and conditions the Commissionee is at any rate not liable for damage caused by injudicious use of the goods supplied or by the use thereof for a different purpose than for which it is suited according to objective standards.
- 10.7 The Commissionee is also in no event liable for losses due to delay, for losses due to an excess of delivery periods owing to changing circumstances and for losses arising from the providing of faulty cooperation, information or materials by the Principal.
- 10.8 The liability restriction of the Commissionee as stated above in paragraphs 10.2 through 10.5 does not apply if there is intent or gross negligence on the part of the Commissionee.
- 10.9 The liability of the Commissionee will never exceed the provisions in these General Terms and Conditions, regardless of whether there are claims arising from an Agreement or for any other reason, especially unlawful act.
- 10.10 The Commissionee is entitled at all times, if and insofar as possible, to undo or restrict the damage of Principal through repair work or improvement of the faulty product and/or service and/or activity.

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- 10.11 In case of an unlawful act on the part of the Commissionee, or its employees or subordinates for which the Commissionee can be held liable in court, the Commissionee is liable only for compensation of damage insofar as it arose from intent or gross negligence.
- 10.12 The Principal indemnifies the Commissionee against all damage suffered by the Commissionee as a result of claims of third parties that are connected to the goods supplied or services provided by the Commissionee, including:
- claims of third parties, including employees and subordinates of the Commissionee, who in relation to the execution of the Agreement suffer damage as a result of the acts or omissions of the Principal or of unsafe work situations;
 - claims of third parties who suffer damage as a result of a fault in the products supplied or services provided by the Commissionee that were used, modified or **re-supplied by the Principal while adding to or in connection with the Principal's own products or services, unless the Principal proves that the fault is not the result of use, modification or re-supply as stated above;
 - any claims of holders of copyrights, arising from the acts of the Commissionee in the context of an order of and/or Agreement with the Principal.

ARTICLE 11: OBLIGATIONS AND LIABILITY OF THE PRINCIPAL

- 11.1 Regarding the work situation:
- 11.1.1 Principal must provide, and is responsible for, a safe work situation and must take care of the necessary precautions; such as but not limited to a suitable area, crowd control, safe distance between people and combustible goods, suitable and working fire extinguishers, protection against weather influences.
- 11.1.2 The Principal is also obliged to apply for and obtain all necessary lawfully required licenses or permits. The Principal must also see to it that all obligations and limitations stated in the permits are followed.
- 11.1.3 Save for prior written permission of the Commissionee the Principal is not permitted to (allow the) use (of) its own staff and/or equipment or the staff and/or equipment of third parties in or in combination with a facility made available by the Commissionee, if and insofar as such facilities might also have been made available by the Commissionee and such making available is common in that situation.
- 11.1.4 the Commissionee determines the method of packaging, transportation, security and preservation of the technical equipment furnished by the Commissionee. The Principal is liable for damage to the technical equipment furnished by the Commissionee that was caused by the incorrect execution of instructions of the Commissionee.
- 11.2 Regarding (non-)permitted use:
- 11.2.1 The Principal is obliged to request prior permission to the Commissionee for any use that deviates from the ordinary circumstances under which the goods/equipment to be made available and/or let are used and which use leads to or may lead to the destruction, loss or damage of goods, nuisance, personal injury or death. If no permission has been requested or granted, the Commissionee is entitled to suspend with immediate effect the (further) provision of the service concerned at any date it deems fit, until a use that is acceptable to the Commissionee has been guaranteed. The Commissionee also has this right if it turns out in the specific case after the permission granted that the use could still not be deemed wise.
- 11.2.2 The Commissionee may render the permission mentioned sub paragraph 11.2.1 of this Article dependent on the consent of the Principal to the Commissionee's taking out of an extra one-off (additional) insurance policy against standard risks for the account of the Principal.
- 11.2.3 The Commissionee is free to refuse the permission mentioned sub paragraph 11.2.1 of this Article for reasons of its own. A refusal does not confer the right to the Principal to compensation and/or dissolution of the Agreement, decrease of the agreed reimbursement or any other measure.
- 11.2.4 Also after the permission granted by the Commissionee the Principal continues to be solely responsible for the use of the relevant facility or facilities and the Principal will bear the risk in this regard. The Principal is liable both towards the Commissionee and towards third parties for loss, damage, nuisance, injury or death caused by or in connection with a use implied by paragraph 11.2.1 of this Article and not or not fully covered by the insurance policy, and indemnifies the Commissionee in this regard.
- 11.2.5 The permissions, refusals and decisions mentioned sub paragraphs 11.2.1, 11.2.2 and 11.2.3 of this Article may be given or taken on behalf of the Commissionee by the competent official of the Commissionee present on the site, either or not made available. If the Commissionee refuses its permission, this will be argued in writing while stating reasons.
- 11.3 Regarding technical equipment
- 11.3.1 The Principal is not permitted to use, let to third parties, or give into use for no consideration, pledge or otherwise encumber or alienate the technical equipment made available by the Commissionee and/or lessor for another purpose than for which it was made available. In the event that this prohibition is violated the Commissionee is entitled to prematurely terminate the Agreement without delay without any notice of default or judicial intervention and to take back the equipment made available. To this end the Principal grants the Commissionee the power to access its buildings and sites for the time being. The Principal will use the equipment with due care and diligence and return it to the Commissionee by the end of the Agreement in the same state in which it was received.

- 11.3.2 If third parties lay claim on the technical equipment made available and/or let, including levying an attachment, the Principal is obliged to immediately notify the Commissionee on these claims in writing.
- 11.4 Regarding technical staff
- 11.4.1 The Principal is not entitled to have the staff members made available by the Commissionee carry out other activities than those for which they were made available. The Principal is not entitled to employ these staff members in (an) other location(s) and period(s) than the ones agreed upon.
- 11.4.2 The Principal is not entitled to make available the staff members made available to it to third parties.
- 11.4.3 The Principal is obliged to insure and keep insured the liability in respect of the staff members made available pursuant to Articles 6:170 and 6:171 Netherlands Civil Code for the period that staff is made available by the Commissionee.

ARTICLE 12: FORCE MAJEURE

- 12.1 In the event of *force majeure* the Commissionee has the right to suspend the execution of the Agreement without judicial intervention, or to dissolve the Agreement as a whole or in part, without the Commissionee being bound to pay any compensation in consequence thereof.
- 12.2 For the purpose of this Article *force majeure* is taken to mean: any circumstance as a result of which compliance with the Agreement can no longer be reasonably demanded by the Principal from the Commissionee. *Force majeure* at any rate includes: war, threat of war, civil war, riot, flood, water damage, acts of war, fire, factory sit-in, strike, lockout, excessive absenteeism due to illness of the staff of the Commissionee, difficulties in transportation and unforeseen technical complications, operational failures at the Commissionee and/or its suppliers, non-performance by its suppliers, and government measures including at any rate import and export prohibitions and quota systems.
- 12.3 If the supply is delayed for more than three (3) months owing to *force majeure*, parties may enter into an arrangement on the dissolution of the Agreement, including at any rate a reimbursement of the costs incurred by the Commissionee.
- 12.4 If the Commissionee on the commencement of a situation of *force majeure* has already fulfilled its obligations arising from an Agreement in part, the Commissionee is entitled to invoice the performances already rendered separately and the Principal is obliged to pay this invoice as if it concerned a separate transaction.

ARTICLE 13: GUARANTEE

- 13.1 Unless the contrary has been expressly agreed upon in writing, the Commissionee guarantees activities carried out by the Commissionee and/or services provided by the Commissionee, and also the new goods supplied by the Commissionee against faults in the material and fabrication, during a period of twelve (12) months.
- 13.2 The Commissionee guarantees that all new goods supplied by the Commissionee, taking into account their nature, meet the normal requirements of usability, reliability and sustainability, and that the assembly and installation activities are carried out in accordance with the requirements of proper craftsmanship and in accordance with the prevailing regulations. With regard to goods that have not been manufactured by or by order of the Commissionee, the scope of the guarantee is determined by the guarantee of the relevant supplier.
- 13.3 Repair work outside the scope of this guarantee will be charged by the Commissionee.
- 13.4 All the guarantee obligations of the Commissionee shall lapse if the goods are not used in accordance with their intended use or injudiciously, user regulations have not been observed, inexperienced repairs have been effected, modifications were made or numbers or seals have been mutilated or removed.
- 13.5 If it turns out that the Principal wrongfully laid claim on the guarantee, all costs of inquiry and additional costs shall be for its account.
- 13.6 Lamps and rapid use items (fuses, CD lasers, etc.) do not fall under the guarantee obligations.
- 13.7 Full guarantee provisions are only applicable within the Netherlands. Guarantee obligations pertaining to replacement and/or repair work on equipment or parts outside the Netherlands are applicable for the costs of replacement and/or repair work up to no more than the amount they would have been if they had been effected in the Netherlands.
- 13.8 Contrary to what was provided above the following provisions are applicable to 'occasion' goods:
- Occasion goods are goods that have served as demonstration or showroom models or have been used (otherwise).
 - With respect to occasion goods a reasonable functioning is guaranteed only on the date of delivery and no additional liability is accepted.

ARTICLE 14: RETENTION OF TITLE

- 14.1 The Commissionee remains the owner of all goods delivered to the Principal until the purchase price of all these goods has been paid in full. If the Commissionee performs any activities and/or provides any services for the purpose of Contracts (of Sale) for the benefit of the Principal to be reimbursed by the Principal, the retention of title applies until the Principal has also paid claims pertaining to these activities and/or services to the Commissionee. The retention of title also applies to the claims that the Commissionee may have on the Principal

on account of the failure by the Principal in fulfilling one or more of its obligations towards the Commissionee.

- 14.2 As long as the title has not been transferred to the Principal, it shall not pledge the goods or grant any right thereto to a third party.
- 14.3 The Principal is bound to retain the goods supplied under retention of title with the necessary due diligence and as recognizable property of the Commissionee.
- 14.4 The Principal is obliged to insure the goods for the term of the retention of title against damage caused by fire, explosion and water and against theft and to make these insurance policies available for inspection to the Commissionee at the first request. All claims of the Principal on the insurance companies of the goods by reason of the aforementioned insurance policies will, as soon as the Commissionee so requests, be pledged by the Principal to the Commissionee in the manner, stated in article 3:239 Netherlands Civil Code, as additional security for the claims of the Commissionee on the Principal.
- 14.5 If the Principal fails to fulfil its payment obligations towards the Commissionee or gives the Commissionee good reason to fear that it will fail to fulfil said obligations, the Commissionee is entitled to take back the goods supplied under retention of title.
- 14.6 After taking the goods back the Principal will be credited for the market value, up to a maximum of the initial purchase price, reduced by costs incurred by the Commissionee in relation to taking the goods back.

ARTICLE 15: PAYMENT

- 15.1 Unless expressly agreed upon otherwise, payment is to be effected net in cash upon delivery, without any discount or settlement. If the Commissionee has explicitly agreed with the Principal in writing on a payment method other than in cash, payment must be effected net without any discount or setoff through a deposit or transfer to a bank or giro account stated on the invoice within the term set by the Commissionee but within 14 days after the date of invoice. The date of currency stated by the bank/giro is decisive and will be considered the date of payment.
- 15.2 Each payment of the Principal primarily serves to pay the interest due by the Principal, and the collection costs incurred by the Commissionee and is thereafter deducted from the oldest receivable, also if the Principal states that the payment pertains to a more recent invoice.
- 15.3 In cases that the Principal:
- is declared bankrupt or has filed an application for a bankruptcy, assigns the assets, has been granted a moratorium or an application for a moratorium has been filed, or all its assets or part of its assets are seized;
 - dies or is placed under guardianship;
 - fails to fulfil any obligation resting on it by reason of the law or of these terms and conditions;
 - fails to pay an invoiced amount or part thereof within the term stated for it;
 - proceeds to a cessation or transfer of its company or an essential part thereof, or proceeds to amend the object of its company;
- the Commissionee, by the sole occurrence of one of the aforementioned circumstances, has the right to either dissolve the Agreement without any judicial intervention being required, or suspend the (further) execution of the Agreement, or to immediately demand in full any amounts due by the Principal on the basis of services provided and/or activities carried out and/or supplied by the Commissionee without any warning or notice of default being required, without prejudice to the Commissionee's right to compensation of costs, damage and interest.
- 15.4 The Commissionee is entitled at all times to demand that (additional) security is provided by the Principal for the fulfilment of its obligations, which security the Commissionee is bound to provide without delay. The failure to obey a written warning of the Commissionee for that purpose confers the right to the Commissionee to immediately demand the (remaining) receivable or declare the dissolution of the Agreement without judicial intervention and with immediate effect, without prejudice to the right of the Commissionee to compensation.
- 15.5 If the Principal is both debtor and creditor of the Commissionee (being the Commissionee Rental or one of its group companies), the Commissionee is entitled to a settlement of its debt.
- 15.6 In case of an order given collectively, Principals, insofar as the activities were carried out for the benefit of the Principals collectively, are jointly and severally liable in respect of the payment of the invoiced amount.

ARTICLE 16: INTEREST AND COSTS

- 16.1 If the Principal has not paid within the term stated for this purpose in Article 15.1, or a contrary term agreed upon between parties in writing, it will be immediately in default by operation of law when said term has lapsed and it will owe, without any further warning or notice of default being required, the statutory commercial interest in respect of the invoiced amount from that date, and if said interest does not apply, the ordinary statutory interest up to the date of full payment, such notwithstanding the other rights that the Commissionee has.
- 16.2 Any judicial and extrajudicial costs incurred are for the account of the Principal, also insofar as these costs exceed what would be due and payable on the basis of the statutory rules regarding costs of litigation. The extrajudicial costs at least amount to 15% of the amount due by the Principal, including the aforesaid interest and costs, with a minimum of € 250,-

ARTICLE 17: SERVICES/ADVICE

- 17.1 With respect to Agreements to carry out activities and/or provide services the offer including the Production Sheet and the Production Drawing as agreed upon between parties are decisive for the contents and scope of the activities to be carried out and/or services to be provided by the Commissionee.
- 17.2 Advice is given by the Commissionee to the best of its knowledge. The Commissionee accepts, however, subject to the provisions in Article 10 of these terms and conditions, no liability for any advice given (orally or in writing) relating to, but not limited to, advice regarding third parties to be deployed by the Principal and materials/goods to be purchased.
- 17.3 The Commissionee's advice can never release the purchaser and/or Principal from the duty to conduct its own inquiry into the goods to be supplied in respect of their suitability for the intended purpose. The same applies to data regarding the composition of goods and possibilities of application.

ARTICLE 18: CONFIDENTIALITY

- 18.1 Notwithstanding the provisions in these terms and conditions parties are obliged, both during the term of the Agreement and thereafter, to observe confidentiality in respect of confidential information that comes to their attention and not to disclose said information to third parties in any way and/or give said information in use and to only use it for the purpose for which it was supplied to them. Third parties are also taken to include all persons employed at the organisation of parties who need not necessarily be informed on the information.
- 18.2 Confidential information within the meaning of these terms and conditions is taken to mean:
- a. Any written, oral or other information provided directly or indirectly that is designated as such and/or whereof the Principal knows or should reasonably understand that it is confidential
 - b. any product, marketing, client, and/or other business data that are designated as such and/or whereof the Principal knows or should reasonably understand that it is confidential, regardless of the manner in which it was furnished
 - c. any documentation, data, drawings, benchmark test (data), specifications, object codes, source codes, production methods, technologies and/or other information that is connected to software developed or to be developed by the Commissionee or by third parties deployed by the Commissionee, that is designated as such and/or whereof the Principal knows or should reasonably know that it is confidential, regardless of the manner in which it was furnished
 - d. any copy in whatever form of the above
- 18.3 The obligations of the Principal to observe confidentiality are not applicable if such notices or disclosures are required in connection with the fulfilment of the obligations of the Principal on the basis of the Agreement and/or the Principal is obliged to do so on the basis of laws and regulations, a court order declared provisionally enforceable or a management resolution.

ARTICLE 19: APPLICABLE LAW AND DISPUTES

- 19.1 All the offers and Agreements of the Commissionee, and the execution thereof by the Commissionee, are exclusively governed by the law of the Netherlands.
- 19.2 The law of the Netherlands is also applicable to foreign clients of the Commissionee.

ARTICLE 20: FIREWORKS

- 20.1 In case the agreement (also) involves the letting off of fireworks, it's possible that (other than stated in article 11.1.2) as part of the agreement Commissionee will apply on behalf of Principal for lawful required licenses or permits. This is fully under the responsibility of the Principal and the Principal will be charged in full for the application costs.
- 20.2 If a show cannot actually take place because of the lack of necessary licenses or permits, this will be fully the responsibility of the Principal and will be seen as termination of the contract, as described in article 3.10 and 3.11 and compensation will be charged.
- 20.3 Commissionee is obliged to abide by all regulations as mentioned in the license or permit. For possible costs involved, the client will be charged. These costs also involve fencing off the terrain and the presence of a fire department.
- 20.4 Services connected to the letting off of fireworks will be executed with the utmost care. In case of any damages to client or third parties caused by Commissionee, where Commissionee is liable, then this liability will be limited to the maximum amount that the lawful liability insurance will pay out to Commissionee. Client will have to obtain extra insurance for damages above this maximum.
- 20.5 Client will protect Commissionee for any claim of damages of third parties that may arise due to an effect- or light show and/or the letting off of fireworks executed for client, unless Commissionee executed its assignments recklessly or with bad intention from the side of Commissionee. This protection includes all judicial costs to be made by Commissionee on behalf of its defence..

ARTICLE 21: AMENDMENTS OR SUPPLEMENTS TO THESE TERMS AND CONDITIONS

- 21.1 The Commissionee is entitled to amend and/or supplement these terms and conditions at all times.
- 21.2 Amendments and/or supplements will take effect after they have been notified to the Principal and shall have no retroactive effect.
- 21.3 If any provision of these terms and conditions turns out to be legally invalid and/or loses its legal validity, this will not affect the remaining provisions of the general terms and conditions and parties are obliged to define a new provision as soon as possible, whereof the purport should approximate the former provisions as closely as possible.