

## **GENERAL TERMS**

Of:

### **Artist on the Road**

Having its registered office at Nieuw Zeelandweg 6T, 1045AL Amsterdam  
Entered in the Commercial Register of the  
Chamber of Commerce and Industry for the district of  
Amsterdam under number 33203597  
Filed with the Chamber of Commerce and Industry

#### **Article 1. APPLICABILITY**

1.1. these general terms apply to all offers made by Artist on the Road, as well as to all agreements concluded between Artist on the Road and the other party (as specified below), under which Artist on the Road delivers and/or leases one or more products and/or provides one or more specific activities and/or renders services.

1.2. The services referred to in paragraph 1 include, *inter alia*, the provision of back line equipment and rolling risers for radio, television and theatre productions, as well as concerts, conferences, product presentations and events, the foregoing in the broadest sense of the words.

1.3. For the purposes of these terms, “the other party” is understood to mean, each natural person or legal entity that has concluded an agreement with Artist on the Road or wishes to do so, and moreover, its representative(s), attorney(s), successor(s) in title and heirs.

1.4. For the purposes of these terms “items” are understood to mean: hardware and software and further all things that may be the object of an agreement, with due observance of Artist on the Road’s business activities.

1.5. Deviations from these terms shall have effect only if they have been agreed in writing between Artist on the Road and the other party and they shall apply only to the agreement in question. Terms of the other party, if any, will not be accepted by Artist on the Road, except in case Artist on the Road explicitly accepts them in writing.

1.6. The Dutch text of these terms will prevail over any translation thereof, regardless of whether it is certified.

#### **Article 2. OFFERS**

2.1. All offers are non-binding, unless agreed otherwise in writing.

Offers must be considered as an invitation to the other party to make an offer. Unless explicitly indicated otherwise, Artist on the Road’s offers do not include any assembly or installation. Unless indicated otherwise, Artist on the Road’s offers remain valid for a period of no longer than forty-five days (45), to be calculated as of the date of the offer.

2.2. Any drawings and particulars submitted with the offer such as measurements, weights, capacities and quantities have been calculated as accurately as possible. These statements will be binding only if this is explicitly confirmed in writing. Details need not be provided.

2.3. In its offers Artist on the Road proceeds from the assumption that all items are delivered in the normal version and that all work may be performed in the usual manner. Specific demands and circumstances must be submitted to Artist on the Road in writing and sufficiently detailed. Artist on the Road shall then explicitly state in the offer whether and to what extent Artist on the Road has taken them into account.

2.4. Offers, as well as drawings, designs, schedules, models, computer programs and calculations produced by Artist on the Road or on Artist on the Road's instruction, are Artist on the Road's property and they may not be passed on or made available to third parties without Artist on the Road's explicit written permission.

2.5. Artist on the Road reserves the right to refuse orders without giving any reason for such refusal.

### **Article 3. AGREEMENT**

3.1. Except for that set out below, an agreement with Artist on the Road is concluded only after Artist on the Road has accepted or confirmed an order, or when the agreement is executed. Acceptance or confirmation is deemed to fully and correctly reflect the agreement.

3.2. Additional arrangements or alterations made at a later date, as well as arrangements made with or commitments made by Artist on the Road's employees, will be binding to Artist on the Road only if Artist on the Road has confirmed them in writing.

3.3. With respect to any supplies and/or activities that have not been the subject of an offer or confirmation of order due to their nature and scope, the invoice is considered to represent the order confirmation, which will also be deemed to fully and correctly reflect the agreement.

3.4. If an agreement covers the lease of equipment and/or technical staff for a series of productions (for instance TV programs), an agreement is deemed to be concluded for each separate production with respect to the services agreed on or connected with such production.

3.5. Each agreement will be concluded subject to the condition precedent that the other party will – in Artist on the Road's exclusive opinion – be sufficiently creditworthy to perform the financial obligations in the agreement.

3.6. Artist on the Road has the right, either at or after the conclusion of the agreement and before continuing to execute the agreement, to demand that the other party provides security that both the payment obligations and the other obligations will be fulfilled.

3.7. Artist on the Road has the right, either at or after the conclusion of the agreement and before continuing to execute the agreement, to demand the other party to make an advance payment of any amount.

3.8. Without Artist on the Road's prior permission, the other party is not entitled to transfer to any third party the rights to services to be rendered by Artist on the Road or items to be supplied by Artist on the Road arising under an agreement. Without prejudicing the provisions set out in paragraph 9 of this Article, Artist on the Road will never grant its permission if a price has been stipulated for such transfer.

3.9. The other party must notify Artist on the Road in writing of any use by the other party of services rendered by Artist on the Road for the benefit of co-productions with one or more third party/parties.

The other party shall be the only one liable vis-à-vis Artist on the Road for the performance of the agreement in full.

3.10. Cancellation of an agreement by the other party may be effected only if such cancellation is done in writing before commencement of rendering the services and/or delivering the items. With due observance of the provisions set out below, any expenses for preparatory work incurred by Artist on the Road will at all times be invoiced to the other party in the event of cancellation. When cancellation takes place any earlier than 5 working days before commencement of rendering the services and/or delivering the items, the other party shall, in addition to the expenses for the preparatory work referred to in the second sentence of this Article, be required to pay a penalty established at 50% of the agreed payment/price.

When cancellation takes place any later than 5 working days before commencement of rendering the services and/or delivering the items, the abovementioned penalty will be the full-agreed payment/price.

3.11. Artist on the Road's financial obligations vis-à-vis third parties connected with the cancelled agreement, which have to be fulfilled by Artist on the Road, including materials purchased or ordered and/or leased equipment or hired technicians will also be invoiced in full to the other party.

#### **Article 4. PRICES.**

4.1. Any quotation is given subject to price changes, unless the contrary has been agreed in writing.

4.2. Unless otherwise indicated, Artist on the Road's prices are:

- based on the purchase prices, wages, labour costs, social contributions and government imposed charges, freight, insurance premiums and other costs base on delivery Artist on the Road ex works" applicable at the time the offer was made or the order was placed,
- Exclusive of VAT, import duties, other taxes and other levies imposed by the government, exclusive of the costs of packaging, loading and unloading, transport and transport insurance
- Stated in Euros. If stated in any other currency any change in exchange rates occurring within the period between the date the offer was made and the date of delivery will be passed on to the price in Euros.

4.3. If the cost price factors mentioned in the previous section are subject to an increase during the period between the date the offer was made and the date of delivery or date on which the leased item is actually made available, Artist on the Road will increase the order price or lease price accordingly, whilst duly observing any statutory rules.

4.4. If an agreement was reached on the execution of the work, Artist on the Road is entitled to charge, in addition to the agreed price, any costs connected with demonstrably additional or heavier work than anticipated or with the fact that work had to be performed during hours other than the usual ones or a delay occurred in the execution of the work not attributable to Artist on the Road. Artist on the Road will also have power to index-link the labour wages component, and to invoice the higher labour costs thus calculated.

4.5. If the other party, during the execution of the agreement, requires more services or requires the services for a longer period than agreed, and Artist on the Road is in a position to comply with such wish, it will be established in a supplement to the agreement. The additional services will be rendered only after the supplement has been signed. The additional services will be invoiced and must be paid in accordance with the provision set out in Article 16.

## **Article 5. TIME OF DELIVERY AND DELIVERY**

5.1. For the purposes of this agreement time of delivery is understood to mean the period set out in the agreement within which the items must be available to the other party or, if services and/or work have been agreed, the period within which such services or work must have been rendered or performed.

5.2. The times of delivery are always given by approximation, unless explicitly agreed otherwise in writing.

5.3. A time of delivery agreed on commences only after all required information is in Artist on the Road's possession and payment, if and insofar such payment must be made when the order is placed, has been made or the required security or the required advance payment has been provided.

5.4. Artist on the Road shall be obliged to observe the time of delivery to the best of its abilities, but it will not be liable in any way for the reasonable exceeding thereof.

5.5. When Artist on the Road exceeds the stated time of delivery, it shall not be under the obligation to pay any compensation, and the other party will not have the right to cancel the agreement or refuse to accept delivery.

5.6. Unless agreed otherwise delivery of items is made "ex works/warehouse".

5.7. Delivery in parts (partial deliveries) is always permitted. Artist on the Road may invoice the said partial deliveries separately. In such case the other party shall be obliged to make payment in accordance with the provisions set out in Article 16 of these conditions.

5.8. When the other party has not taken delivery of the items after the delivery time has expired, they are stored at the other party's disposal, expense and risk. In the event of lengthy storage due to failure to take delivery of the items on the agreed date, Artist on the Road will charge storage costs.

5.9. Minor deviations of the items delivered or leased in size, colour, capacity, form and packaging will never give the other party any reason for cancelling the order in its entirety or in part, to refuse payment in full or in part, or to claim damages.

5.10. The other party shall be under the obligation to inspect the delivery or packaging immediately upon receipt as regards both quantity and quality. This obligation also applies in the circumstances referred to in paragraph 8 of this Article. Artist on the Road must be notified of any defects or damage in accordance with Article 13 of these terms.

5.11. If the execution of work has been agreed outside Artist on the Road's factory, the other party shall ensure that such work may be commenced with due speed, *inter alia*, by making the workplace and the material to be supplied properly available to Artist on the Road's staff. Furthermore, the other party shall be obliged to provide the required power connections and proper working space, and if necessary, to make available auxiliary material such as hoisting gear and scaffolding and to ensure that work performed by third parties does not hinder or delay the progress of Artist on the Road's work.

5.12. Artist on the Road is authorized to involve third parties (sub-contractors) for the realization of a delivery.

5.13. If the work is executed within a shorter period than agreed on at the other party's request, the costs involved will be at the other party's expense. Artist on the Road will submit a breakdown of such costs to the other party.

5.14. If preparation for rendering the services also depends on particulars, instructions, documentation or material, including scripts, texts, pictures, image and sound carriers and the like to be provided by the other party under the agreement, and the other party fails to fulfil its relevant obligations in due time, irrespective of the cause, the agreed

dates and time shall be altered accordingly wherever possible. If alteration is impossible or would lead to exceeding a deadline, the other party shall be entitled to cancel the agreement and the provisions set out in Article 3.10 and 3.11 will apply.

## **Article 6. LEASING**

6.1. Leases will also be governed by these General Terms, unless explicitly provided otherwise in this Article.

6.2. Whenever these general terms refer to “the other party”, this is to include “Lessee” where appropriate.

6.3. For the purposes of this Article “Lessor” is understood to mean: VOF Artist on the Road. For the purposes of this Article “Lessee” is understood to mean: any natural person or legal entity that leases equipment from the Lessor or that is otherwise made available to it by the Lessor. In the same manner as “the other party” referred to in the other Articles, the Lessee shall be subject to all applicable Articles set out in the general terms for the supply of items and the rendering of services. For the purposes of this Article, “Equipment” is understood to mean: all (electrical) devices within the field of audio, video and lighting techniques, as well as musical instruments and any other items made available by the Lessor for lease or other use, as well as any accompanying accessories, cables, packaging material and the like.

6.4. The Lessee shall use the Equipment only for the purpose for which it has been manufactured. The Lessee shall use the Equipment with proper care and take care of its proper and safe storage. The Lessee shall at all times grant a person authorized by the Lessor access to the buildings or sites where the Equipment is located, in order to inspect the state of the Equipment.

6.5. In the event of theft and loss of or damage to the Equipment, the Lessee shall forthwith notify the Lessor by means of an extensive written damage report. At the same time the Lessee shall, in the event of theft or damage caused by vandalism, immediately report this to the police in the town or city where the theft took place or the damage was caused, and submit a copy of the official police report to the Lessor.

6.6. The Lessee shall not copy, show to third parties or publish any information relating to designs and/or construction methods used by the Lessor.

6.7. The Lessee shall not sublease the Equipment, give it on loan for use or make it available otherwise to third parties,

6.8. The Equipment is leased for the period of at least one (1) day. The lease period commences on the day that the Equipment leaves the Lessor’s warehouse and terminates on the day that the Equipment arrives in the Lessor’s warehouse, unless agreed otherwise in writing.

6.9. Equipment is transported at the Lessee’s expense and risk in packaging provided by the Lessor.

6.10. The Lessee must make sure that the Equipment is delivered to it in a proper state of repair. The Lessor assumes that the Lessee is cognizant of the Equipment’s operation and that the Equipment ordered by the Lessee will satisfy the purpose for which the Equipment is rented.

6.11. The Equipment must be collected by the Lessee at the Lessor’s warehouse and returned to this warehouse no later than the date on which the agreed lease period will end, unless agreed otherwise in writing. As a result of non-delivery on such date for any reason whatsoever, or in case of damage to the Equipment, the Lessee shall be in default, without any warning or notice of default being required. In such case the Lessee shall, without prejudicing its further obligations vis-à-vis the Lessor, owe to the Lessor

damages in the amount equivalent to the rent the Lessee would have had to pay for the number of days by which the agreed lease period is exceeded or the number of days that repairing the damage to the Equipment would take, increased by 50%, without prejudice to the Lessor's right to full compensation of the damage sustained by it. The Lessee may not derive from this provision any right to extension of the lease period agreed in advance.

6.12. The Lessee is deemed to be cognizant of and in agreement with the lease prices quoted by the Lessor. Unless agreed otherwise, the Lessee must pay the lease price in cash prior to or upon commencement of the lease period. The Lessor has the right to demand the Lessee to pay a guarantee deposit and reserves the right to settle the lease instalments due with this deposit, as well as the costs of repair and/or cleaning of the leased Equipment.

6.13. The Lessor has insured the Equipment. With respect to this, the following applies:

- a. a 2,500 euro excess applies for each occurrence of an insured peril. In the event of damage, the Lessor will charge this excess amount to the Lessee.
- b. the area of coverage is Western Europe. Generally, coverage may be obtained beyond this area of coverage by means of additional insurance for the duration of the lease period: the premium and expenses of this insurance will be charged to the Lessee.
- c. Not covered by the insurance are losses, theft without any traces of breaking an entry and theft from cars or trucks that have been left unattended.
- d. Insurers of the policy will have the right to take recourse against the Lessee in the event of damage caused by negligence.
- e. If the Equipment would be exposed to a (possibly) larger risk of damage than with normal use and/or under normal circumstances, the Lessee shall be under the obligation to notify the Lessor hereof in advance and to make sure whether the Lessor would, in such instance, be prepared to lease the Equipment, whether or not subject to coverage under additional insurance. The costs relating to additional insurance will be charged to the Lessee.
- f. In the event of loss, theft or damage, the Lessee shall act in compliance with the provisions set out in Article 6.5.
- g. The Lessor has the right to recover from the Lessee any damage to the Equipment that is not covered by its insurer(s).

#### **Article 7. TESTING/COMPLAINT ARRANGEMENT**

7.1. Generally, the items to be delivered will be tested in the factory according to standard procedures customary in view of the nature of the items. Testing of work performed and/or services rendered are done at the location where they were performed or rendered.

7.2. The other party shall only be entitled to demand special tests or tests elsewhere if this has explicitly been agreed.

7.3. Artist on the Road shall ensure that the services to be provided by it will be rendered accurately and that the items to be delivered by it will be of proper quality.

7.4. Concerning equipment made available: If the services relate to making available technical equipment and this equipment does not function properly, does not satisfy reasonable demands of quality or deviates from the requirements agreed, Artist on the Road shall, without prejudicing the provisions set out in paragraph 5 of this Article and in Article 12, at Artist on the Road's discretion and at its expense take care of repair or replacement with due speed. Repair or replacement will take place at the other party's expense if Artist on the Road proves that the other party's incorrect and/or inexpert use or acting rendered repair or replacement necessary. When repair or replacement cannot

reasonably be effected within such term as agreed with the other party, both Artist on the Road and the other party have the right to dissolve the agreement for the unexecuted part, without intervention of the court being required. In the latter instance the other party is entitled to compensation of the demonstrable loss with due observance of the provisions set out in Article 10. Complaints relating to technical equipment made available will be handled only if they were lodged with Artist on the Road no later than within 24 hours after the equipment was made available or, if a defect is not externally visible, within 24 hours after the defect was detected or could have been detected, in writing or verbally and duly supported by reasons. In default hereof each right to fulfilment of the provisions set out in paragraph 4 of this Article will be cancelled. Complaints that were lodged verbally must be confirmed in writing no later than within two days after the verbal complaint.

7.5. Concerning staff made available: If the service relates to making technical staff available, Artist on the Road shall ensure that the staff made available and in charge of operating the equipment will be able to perform the task required. Regarding staff to be made available by Artist on the Road, the latter shall in its choice to the best of its abilities take into account the information provided by the other party to Artist on the Road about the work to be performed, as well as the competence and experience known to Artist on the Road of the staff qualifying. For that matter, Artist on the Road will be fully free in its choice. When an employee made available by Artist on the Road does not satisfy the demands reasonably required from him according to the other party, then the latter shall notify Artist on the Road thereof within four hours after such employee proved unsuitable, at the same time stating the reasons for such unsuitability. In such case Artist on the Road possibly shall, if other employees are available, replace the employee concerned. The additional travelling and lodging expenses resulting from this will be at the other party's expense.

7.6. Concerning the manufacturing or processing of items: If the services rendered relate to the manufacturing or processing of items, Artist on the Road shall, in the event of loss of or damage to the item being manufactured or processed, take care of the repair or replacement of the item at Artist on the Road's expense. If the loss of or damage to the item is, however, attributable to the other party, the costs of repair or replacement will be payable by the other party.

7.7. Concerning sub-contracting: Artist on the Road assumes the obligation to sub-contract only whilst maintaining Artist on the Road's quality standards. If Artist on the Road has sub-contracted its obligations for the rendering of services in their entirety or in part, Artist on the Road shall never have any other obligations vis-à-vis the other party than the sub-contractor involved by Artist on the Road, to be further referred to in this section as "the third party", will have vis-à-vis Artist on the Road. To the extent possible Artist on the Road shall ensure that the third party fulfils its obligations and, if required, shall take legal action against such third party at Artist on the Road's expense, if Artist on the Road should, at its discretion, deem such legal action is required. When Artist on the Road considers that taking legal action is not justified for legal or economic reasons, Artist on the Road shall transfer its rights vis-à-vis such third party to the other party at the latter's request.

## **Article 8. REPAIRS AND MAINTENANCE**

8.1. The provisions set out in paragraph 1 to 11 inclusive of this Article concern repair and maintenance, insofar as they do not follow from Artist on the Road's guarantee conditions.

8.2. Artist on the Road shall be free to refuse requests for repair and/or maintenance.

8.3. If the other party wishes to receive in advance an estimate of the costs of the repair to be made, Artist on the Road shall provide such estimate to the best of its knowledge, however, without Artist on the Road being obliged to carry out the repair at the estimated amount. Artist on the Road will never perform repairs at an agreed fixed price.

8.4. If, after the repair order was placed, the actual costs threaten to exceed the estimated costs excessively, or when the suspected repair costs are not in reasonable proportion to the value of the property, Artist on the Road shall, awaiting (further) repair, consult the other party. If such consultations did not take place within a reasonable term for whatever reason, Artist on the Road shall make (further) repairs.

8.5. The other party shall be obliged to pay the actual repair costs in cash to Artist on the Road. The payment obligation takes effect at the time the items are available to the other party after having been repaired. Artist on the Road has the right to demand (partial) advance payment of the estimated repair costs.

8.6. Repaired items will be available to the other party in Artist on the Road's warehouse or factory, where the other party shall ensure, when collecting the items, that the repair was done properly, which means within the bounds of what is (still) possible. No further guarantee conditions apply to repairs, except for the customary guarantee on added new components, insofar as such components are not electronic ones.

8.7. If the other party fails, when the repair has been done, to collect and pay for the repaired item within 30 days, Artist on the Road will be free to sell the item and to remit the proceeds, upon deduction of the repair costs, to the other party.

8.8. Artist on the Road can only state the time within which the repair will be done by approximation. Therefore, the other party does not have the right, when this period of time is exceeded, to refuse payment or demand any damages.

8.9. Maintenance contracts may be concluded whilst duly giving a detailed description of the maintenance work and stating mutual obligations and guarantee conditions, if any. Generally, this maintenance work relates to recurring work at a fixed price, in which case this price fixing agreement will be binding on Artist on the Road.

8.10 Replacement material or items will only be made available to the other party if this has explicitly been agreed in the repair or maintenance order.

8.11. The item(s) to be repaired are in Artist on the Road's custody at the other party's risk.

## **Article 9. TRANSPORT**

9.1. If the other party requests Artist on the Road to forward the items without giving further instructions, the manner of forwarding and packaging will be determined by Artist on the Road with due care and diligence.

9.2. Transport of items is always at the other party's risk, also if carriage paid was agreed and even when the carrier demands that the consignment note, road waybill and the like contain the endorsement that any damage during transport will be at the consignor's expense and risk.

## **Article 10. LIABILITY**

10.1 Artist on the Road shall be liable only for direct damage sustained by the other party that may arise under agreements between Artist on the Road and the other party on the basis whereof Artist on the Road delivers and/or leases one or more products to the other party and/or performs one or more specific activities and/or services, insofar as set out in these general terms.

10.2. Whilst duly observing the other provisions set out in these general terms, Artist on the Road shall under no circumstances be liable for damage caused by the inexpert use

of the delivered item or by using it for any other purpose than the one it is suitable for, according to objective criteria.

10.3. In the event of an attributable failure to perform an agreement between Artist on the Road and the other party, on the basis whereof Artist on the Road delivers and/or leases one or more products to the other party and/or performs one or more specific activities and/or services, Artist on the Road will be liable only for replacement damages, which means compensation of the value of the non-performance; any other liability of Artist on the Road for any other form of damage is excluded, including additional damages in whatever form, compensation of indirect damage or consequential damage or damage on account of loss of profit.

10.4 Further, Artist on the Road shall never be liable for damage caused by delay, for damage due to exceeding the times of delivery as a result of altered circumstances and for damage due to providing inadequate cooperation, information or material by the other party.

10.5. Damages to be paid by Artist on the Road on account of an attributable failure to perform an agreement between Artist on the Road and the other party, on the basis whereof Artist on the Road delivers and/or leases one or more products to the other party and/or performs one or more specific activities and/or services, will never exceed 50% of the amounts invoiced and to be invoiced on the basis of such agreement by Artist on the Road to the other party, exclusive of turnover tax. If the relevant agreement is a continuing performance contract, damages will never exceed fifty (50) % of the amounts invoiced or to be invoiced to the other party by Artist on the Road on the basis of the relevant sub-agreement, exclusive of turnover tax. Damages on account of attributable failure will never exceed the price, exclusive of turnover tax, stipulated in the relevant agreement for Fang's performance in the period of three months before Fang's failure to perform. The amounts and prices referred to in this paragraph will be decreased by the credit notes stipulated by the other party and extended by Artist on the Road.

10.6. In the event of a wrongful act committed by Artist on the Road or its employees or subordinates for which Artist on the Road may be held liable by operation of law, Artist on the Road will be liable for compensation of damage only insofar as such damage was caused by an intentional act or gross negligence

10.7. Any liability of Artist on the Road on account of a wrongful act otherwise than referred to in the previous Article is explicitly excluded.

10.8 If and insofar as Artist on the Road would be liable on whatever ground in spite of the provisions set out in this Article, Fang's liability will always be limited to the lost revenue of the relevant agreement or to the amount paid out to Artist on the Road by an insurer.

10.9. The condition for the occurrence of any right to damages will always be that the other party has reported, in writing, the damage to Artist on the Road as soon as reasonably possible. Any legal claim of the other party against Artist on the Road will lapse one (1) year after termination and/or completion of the performance of the agreement to which the claims relate, except in the event that the fact on which the claim is based could not have been detected within this period. In such case the relevant claim shall lapse one year after the date on which the said fact could have or had to have been established by the client.

10.10. The other party warrants vis-à-vis Artist on the Road that it has permission of the parties entitled to any copyrights to include the components subject to such copyright in its products and to have it recorded by Artist on the Road on sound and/or image and/or information carriers.

10.11. The other party shall indemnify Artist on the Road against all damage that may be sustained by Artist on the Road due to third party claims related to items delivered or services rendered by Artist on the Road, including

- claims lodged by third parties, including Artist on the Road's employees, that suffer damage due to the performance of the agreement, in the event that the said damage is due to the other party's acts or omissions or to unsafe situation within its operations;
- claims lodged by third parties due to a defect in any product delivered or service rendered by Artist on the Road, which were used, modified or resold by the other party whilst adding or in connection with the other party's own products or services, unless the other party proves that the defect is not due to the use, modification or reselling as referred to above,
- all claims of the parties entitled to any copyright, due to acts performed by Artist on the Road within the scope of an order of and/or agreement with the other party.

#### **Article 11. THE OTHER PARTY'S OBLIGATIONS AND LIABILITY**

##### 11.1. General

11.1.1. By concluding an agreement for the rendering of services, the other party assumes the obligation to purchase from Artist on the Road all accessories that, in Artist on the Road's opinion, are required for an expert and safe use, to use them and to pay Artist on the Road for them.

11.1.2. The other party shall further be under the obligation to purchase from Artist on the Road light tracks, practicable, tribunes, scaffolding, hydraulic arms and aggregates.

11.1.3. Except with Artist on the Road's written permission obtained in advance, the other party is not permitted to have its own staff or employees hired from third parties and/or equipment use in or in combination with a facility made available by Artist on the Road, if and insofar as such means could also have been made available by Artist on the Road and such making available would be customary in such situation.

11.1.4. Artist on the Road shall determine the manner of packaging, transport, protection and storage of the technical equipment made available by Artist on the Road. The other party shall be under the obligation to follow the instructions given by Artist on the Road in this respect. The other party shall be liable for damage to technical equipment made available by Artist on the Road, which was caused due to the incorrect following of Artist on the Road's instructions.

##### 11.2. Concerning non-permitted use

11.2.1. The other party shall be under the obligation to ask Artist on the Road's permission in writing for each use that deviates from the circumstances under which the items/equipment to be made available and/or to be leased are normally used, and which use will lead to destruction, loss or damaging of items, nuisance, personal injury or death. When no permission has been asked or obtained, Artist on the Road has the right to suspend at any time at Artist on the Road's discretion, the (further) rendering of the relevant service with immediate effect, until Artist on the Road has the guarantee of a use acceptable to Artist on the Road. Artist on the Road will also have this right if, after permission has been granted, it appears in the actual situation that the use has to be considered as irresponsible as yet.

11.2.2. Artist on the Road may make its permission referred to under paragraph 2.1. of this Article dependent on the other party's consent to an incidental (supplementary) insurance to be taken out by Artist on the Road at the other party's expense against standard risks.

11.2.3. Artist on the Road has the right to refuse its permission referred to in paragraph 2.1. of this Article for reasons of its own. Refusal does not entitle the other party to

damages and/or dissolution of the agreement, reduction of the agreed payment or any other measure.

11.2.4 Even after Artist on the Road grants its permission, the other party shall be the only party responsible for the relevant facility/facilities and the other party shall bear the risk in this respect. The other party shall be liable both vis-à-vis Artist on the Road and vis-à-vis third parties for any loss, damage, nuisance, injury or death, not covered or insufficiently covered by insurance, that occurred due to or in connection with any use as referred to in paragraph 2.1. of this Article, and it shall indemnify Artist on the Road in this respect.

11.2.5. The permissions, refusals and decisions referred to under paragraphs 2.1, 2.2, and 2.3 of this Article may be given or taken in the name of Artist on the Road by Artist on the Road's authorized officer present at the location, whether or not made available. If Artist on the Road refuses its permission, it will do so in writing at the same time stating the reasons for its refusal.

11.3. Concerning technical equipment

11.3.1. The other party is prohibited from using any equipment made available by Artist on the Road and/or the Lessor for any other purpose than the one for which such equipment had been made available, from leasing it to third parties, from granting it in use and from pledging or otherwise encumbering or selling it. In case this prohibition is breached, Artist on the Road has the right to terminate the agreement prematurely with immediate effect and without any notice of default or intervention of the court being required, and to take back the equipment made available. The other party hereby grants Artist on the Road the authority to enter in such case its buildings and sites. The other party shall use the equipment with due care and return it to Artist on the Road at the end of the agreement in the same condition as it was received.

11.3.2. If third parties enforce rights to technical equipment made available and/or leased, including the laying of attachment, the other party shall be under the obligation to notify Artist on the Road immediately and in writing of such claims.

11.4 Concerning technical staff

11.4.1. The other party will not have the right to have staff made available by Artist on the Road do other work than for which such staff was made available. The other party will not have the right to employ such staff at any other location or time than the ones agreed.

11.4.2. The other party will not have the right to put the staff made available to it at the disposal of third parties.

11.4.3. The other party shall be obliged to observe the CAO (collective labour agreement) applicable to the staff made available.

11.4.4. The other party shall be obliged to take and maintain insurance covering its liability under the Articles 170 and 171 of Book 6 of the Netherlands Civil Code for the period that Artist on the Road makes the staff available.

## **Article 12. FORCE MAJEURE**

12.1. When circumstances of force majeure occur, Artist on the Road has the right, without intervention of the court being required, to suspend performance of the agreement or to consider the agreement dissolved in its entirety or in part, without Artist on the Road being obliged to pay damages.

12.2. For the purposes of this document force majeure is understood to mean: any circumstance due to which the other party cannot reasonably require Artist on the Road's performance of the agreement. Force majeure includes at any rate: war, war risk, civil war, riots, flooding, water damage, acts of war, fire, sit-down strike, industrial

actions, lock-out, excessive sickness absence of Artist on the Road staff, transport problems, unforeseen technical complications, operational breakdown at Artist on the Road or at our suppliers, breach of contract by our suppliers, as well as government measures including at any rate bans on import and export, and the fixing of quotas.

12.3. When delivery is delayed for a period or more than three (3) months due to circumstances of force majeure, the parties may make an arrangement to dissolve the agreement, such arrangement will at any rate include reimbursement of the costs incurred by Artist on the Road

12.4. When Artist on the Road on the commencement of circumstances of force majeure has already partly fulfilled its obligations arising under an agreement, Artist on the Road will be entitled to invoice the services already performed separately, and the other party is obliged to pay such invoice as if it were a separate transactions.

### **Article 13. COMPLAINTS**

13.1. Without prejudicing the provisions set out elsewhere in these terms, complaints must be lodged with Artist on the Road in writing within eight (8) days after delivery of items or after the performance of work and/or services.

13.2. If Artist on the Road considers the complaint justified, Artist on the Road shall only be obliged to repair or replace, without costs, the defective (parts of the) item or to improve the work, without the other party being able to enforce any other right to any compensation whatsoever. All replaced items will become Artist on the Road's property. Defective items must forthwith be sent to Artist on the Road carriage paid.

13.3. If invoices are submitted to the other party simultaneously with the items, complaints about such invoices must be notified to Artist on the Road immediately. If invoices are forwarded, complaints about such invoices must be lodged with Artist on the Road in writing within eight (8) days after the date of invoice.

13.4. After expiry of the periods referred to in the paragraphs 1 and 3 of this Article, the other party will be deemed to have approved the items delivered or the work and/or services performed or the invoices. At such time complaints will no longer be dealt with.

13.5. Lodging a complaint will never discharge the other party from its payment obligations vis-à-vis Artist on the Road as specified elsewhere in these terms.

### **Article 14. GUARANTEE**

14.1 Unless explicitly agreed otherwise in writing, Artist on the Road shall guarantee work and/or services performed by Artist on the Road, as well as new items supplied by Artist on the Road against material or manufacturing defects for a period of twelve (12) months.

14.2. Artist on the Road guarantees that all new items supplied by Artist on the Road, whilst taking account of their nature, comply with the standard requirements of usability, reliability and durability, and that the assembly and installation work is performed with due observance of the requirements of reliable workmanship and in compliance with the relevant applicable rules. With respect to items that have not been manufactured by or on behalf of Artist on the Road, the scope of guarantee will be determined by the guarantee of the supplier concerned.

14.3. Artist on the Road will invoice any repairs beyond the scope of this guarantee.

14.4. All Artist on the Road's guarantee obligations will cease to apply if the items are or have been used contrary to their intended use or inexpertly, if instructions for use have not been observed, inexpert repair has been performed, modifications have been effected or numbers or seals have been damaged or removed.

14.5. If it should appear that the other party wrongly claimed guarantee, all investigation and addition costs will be payable by it.

14.6. Guarantee provisions only apply in full within the Netherlands. Guarantee provisions concerning replacement and/or repair of equipment or parts outside the Netherlands apply, as far as replacement and/or repair costs are concerned, up to at most the sum these costs would have amounted to when performed in the Netherlands.

14.7. Contrary to the provisions set out hereinbefore, the following provisions apply to used items:

a. Used items are items that have been used as demonstration or showroom model or have (otherwise) been used.

b. With respect to such items, the only guarantee will be that they work properly at the time of delivery and no further liability is accepted.

#### **Article 15. RETENTION OF TITLE**

15.1. Artist on the Road shall remain the owner of all items delivered to the other party until the purchase price for all such items has been paid in full. If Artist on the Road performs work and or services for the other party's benefit within the scope of (sales) agreements that have to be paid by the other party, the retention of title will apply until the other party has paid in full all claims relating to such work and/or services.

Moreover, the title retention will relate to the claims Artist on the Road may obtain against the other party on account of the other party's failure in the performance of one or more of its obligations vis-à-vis Artist on the Road.

15.2. As long as title did not pass to the other party, the latter cannot pledge such items or grant any third party any right thereto.

15.3. With respect to delivered items title of which has passed to the other party following payment that are still in the other party's possession, the other party assumes the obligation to cooperate, upon Artist on the Road's request for such purpose, to create a right of pledge as referred to in Article 237 of Book 3 of the Netherlands Civil Code as security for any claims, other than the ones referred to in Article 92(2) of Book 3 of the Netherlands Civil Code, which Artist on the Road may have on the other party on whatever account or cause the same to be so created.

15.4. The other party shall be under the obligation to store the items supplied under retention of title with due care and as Artist on the Road's recognizable property.

15.4. The other party shall be obliged to insure the items for the duration of the title retention against damage caused by fire, explosion and water, as well as against theft and to present the policies to Artist on the Road at the latter's first demand for its inspection. Any claims the other party may have on the insurers of the items on account of the said policies, will be pledged by the other party to Artist on the Road as soon as Artist on the Road would so request in the manner set out in Article 239 of Book 3 of the Netherlands Civil Code as further security for Artist on the Road's claims on the other party.

15.6. If the other party fails to fulfil its payment obligations vis-à-vis Artist on the Road or if Artist on the Road has good grounds to fear that the other party will fail to fulfil these obligations, Artist on the Road has the right to take back the items delivered under retention of title.

15.7 After the items have been taken back, the other party will be credited for the market value up to a maximum of the original purchase price, decreased by the costs incurred by Artist on the Road due to and because of such taking back.

#### **Article 16. PAYMENT**

16.1. Unless explicitly agreed otherwise, payment must be made net cash upon delivery, without any discount of settlement. If Artist on the Road has explicitly agreed, in writing, with the other party on payment other than in cash, payment must be made net, without

any discount or settlement, by deposit into or transfer to bank or giro account number stated on the invoice, within the period fixed by Artist on the Road, but by no later than within 30 days after the date of invoice. The value date as stated by the bank will be decisive and considered as payment date.

16.2. Each payment of the other party will first be applied to settle any interest owed by it, as well as any collection costs incurred by Artist on the Road and subsequently to those invoice amounts that have been outstanding for the longest period, even if the other party indicated that the payment related to later invoices.

16.3. In the event that the other party:

- is adjudicated bankrupt, proceeds to assigning the assets, files a petition for suspension of payment, or attachment is laid on its property or any part thereof;
- dies or is placed under guardianship;
- fails to fulfil any obligation it is under by virtue of the law or these terms;
- fails to pay any invoice amount or part thereof within the period fixed for such payment;
- proceeds to discontinuing or transferring its business or any important part thereof, or proceeds to amending its company objects;

Artist on the Road shall, by the mere occurrence of any of these circumstances, have the right to consider the agreement as dissolved without any intervention of the court being required, or to suspend further performance of the agreement or to demand immediate payment in full without any warning or notice of default being required of any amount payable by the other party due to services and/or work and/or deliveries performed by Artist on the Road, without prejudicing Artist on the Road's right to compensation of costs, damage and interest.

16.4. Artist on the Road shall at all times have the right to demand that the other party provides (further) security for the performance of its obligations. Failure to comply with Artist on the Road's written demand for such purpose entitles Artist on the Road to forthwith demand payment of the (remaining) claim or to declare the agreement dissolved without intervention of the court being required and having effect immediately, without prejudicing Artist on the Road's right to damages.

16.5. If the other party is both Artist on the Road's debtor and creditor (being VOF Artist on the Road) Artist on the Road will be entitled to settle its debt.

#### **Article 17. INTEREST AND COSTS**

17.1. If payment was not made within the period established, the other party will be in default by operation of law and it will owe, as of the date of invoice, an interest of at least 1% per month or part of a month over the amount outstanding, even if suspension of payment has been agreed.

17.2. Any costs to be incurred, both by law and otherwise will be payable by the other party, even if these costs are in excess of the amount that would be owed under the law concerning litigation costs. The extra judicial costs will amount to at least 15% of the amount owed by the other party including of the said interest and costs, with a minimum of € 250.-

## **Article 18. PROVISION OF SERVICES/ADVICE**

18.1. Concerning the agreements to perform work and/or to render services, the project proposal/description, if drawn up, as agreed between the parties will be decisive for the contents and scope of the work to be performed and/or the services to be rendered by Artist on the Road.

18.2. Advice is given by Artist on the Road to the best of its knowledge. Whilst duly observing the provisions set forth in this agreement, Artist on the Road does, however, not accept any liability for any advice, whether given verbally or in writing, *inter alia* concerning, but not limited to, advice concerning the third parties to be involved by the other party and/or material/items to be procured.

18.3 Artist on the Road's advice shall never release the buyer or client from the obligation to inspect the items to be supplied for their suitability for the intended purpose.

The same applies to particulars about the composition of items and their possible applications.

## **Article 19. CONFIDENTIALITY**

19.1. Notwithstanding the provisions set out in these terms, the parties are obliged to keep confidential both during the term of an agreement and thereafter, confidential information that comes to their knowledge, and they shall refrain from disclosing such information in any manner whatsoever to third parties and use it only for the purposes for which it was made available to the parties. Third parties are also understood to mean any person working within the parties' organization that need not take cognisance of the information.

19.2. For the purposes of these terms, confidential information is understood to mean:

- a. any information provided directly or indirectly in writing, verbally or otherwise that has been designated as confidential and/or with respect to which the other party knows or should reasonably know its confidential nature.
- b. any product, marketing, customer and/or other business information that has been designated as confidential and/or with respect to which the other party knows or should reasonably know its confidential nature, irrespective of the manner in which they were obtained.
- c. any documents, data, drawings, benchmark test(s) and particulars concerning such benchmark test(s) specifications, object codes, source codes, production methods, technologies and/or other information concerning Artist on the Road or any third parties to be involved by Artist on the Road, software developed or to be developed that has been designated as confidential and/or with respect to which the client knows or should reasonably know its confidential nature, irrespective of the manner in which they were obtained.
- d. any copy in whatever form of the foregoing.

19.3. The other party's obligations do not apply regarding confidential information with respect to which it may provide that (i) it is generally known and/or accessible to the public or (ii) was already known to the other party and not subject to any duty of confidentiality before it had been provided to it by Artist on the Road.

## **Article 20. APPLICABLE LAW AND DISPUTES**

20.1. All Artist on the Road's offers and agreements and its performance thereof will exclusively be governed by the law of the Netherlands.

20.2. Any disputes will in first instance be settled by the court having jurisdiction within the area where Artist on the Road's registered office is situated.

20.3. The provisions set out in the previous paragraph do not affect Artist on the Road's right to submit a dispute to the court having jurisdiction under the normal rules of competence.

**Article 21. ALTERATIONS OF OR ADDITIONS TO THESE TERMS**

21.1. Artist on the Road shall at all times have the right to alter or supplement these terms.

21.2. Alterations and/or additions will take effect after the other party has been notified of them and they do not have retroactive effect.

21.3. Any provision of these terms that appears to have no legal force and/or ceases to have legal force, does not affect the other provisions set out in these general terms. The parties shall be under the obligation to establish a new provisions with due speed, the purport of which will as closely as possible to that of the "old" provision.