



**UNLIMITED**  
–PRODUCTIONS–

Unlimited Productions  
Minervum 7282  
4817 ZM Breda | The Netherlands

t +31 85 48 43 300  
e info@unlimited-productions.com  
w www.unlimited-productions.com

coc 20150272  
iban NL45 RABO 0145 2723 62  
vat NL 8205 25 972 B01

## Purchase Conditions

### Definitions:

**UNLIMITED PRODUCTIONS B.V.**: The private limited liability company, Chamber of Commerce (KvK) number: 20150272, with registered office in Breda and place of business in (4817 ZM) Breda, at Minervum 7282, hereinafter: "**UP**";

**Supplier**: Natural person or legal entity performing work on behalf of Unlimited Productions.

**Order or Orders**: All work performed by the Contractor for UP.

**Third parties**: Any other who is (in)directly engaged by the Contractor in the context of the execution of the Order.

### 1. General

- 1.1. These purchase conditions supersedes any previous agreements between the Parties. The details of the Order to be carried out by the Supplier are included in the enclosed **purchase order**.
- 1.2. The Supplier's General Terms and Conditions and Offer only apply insofar as they do not conflict with the purchase conditions.
- 1.3. The Supplier will be deemed to have agreed to the applicability of the purchase conditions.

### 2. Delivery, transfer of risk and place of delivery

- 2.1. The delivery must take place in the manner, place and time specified in the approved offer. Specified or agreed (delivery) times are always strict deadlines as referred to in Article 6:83(a) of the Dutch Civil Code. At UP's request, the schedule may be adjusted at a later date.
- 2.2. All risks in respect of items to be delivered by the Supplier which have been rented or purchased by UP shall pass to UP at the time of delivery of those items. In the event of purchase, ownership of the items also passes to UP at that time.

### 3. Execution

- 3.1. The Supplier guarantees that the delivered goods and/or services and any accompanying documentation comply with all (semi-) statutory regulations, including Working Conditions Act and export legislation and regulations and indemnifies UP against claims from third parties (including employees of UP) for recovery of damage suffered and/or to be suffered as a result of not complying with (semi-) statutory regulations.
- 3.2. The Supplier is obliged to observe statutory safety, health and environmental regulations and, indeed, to comply with the regulations, instructions and directions relating to safety, the environment and inspection in force at the place where the work is performed.

### 4. Engagement of third parties

- 4.1. The Supplier may engage third parties for the execution of the Order . UP must be notified of this. In doing so, the Supplier must comply with the applicable laws and regulations and impose on this third party the obligations which apply to it based on this Order. The Supplier will be deemed to be the client of that third party, will be liable towards that third party and will be responsible for the correct payment of premiums, taxes and insurances.



## UNLIMITED -PRODUCTIONS-

4.2. The Supplier guarantees that with regard to the natural persons it engages, all premiums relating to national/employee insurance and all taxes, in particular wage and turnover tax, have been or will be paid within the applicable (statutory) payment term(s). The Supplier fully indemnifies UP against any liability which may arise for UP as a result of the Supplier's failure to fulfil its obligations to pay the aforementioned premiums and taxes or to do so on time.

4.3. The Supplier will keep a record of which third parties are engaged and will maintain the required paperwork and, if required, allow UP to inspect the paperwork.

### 5. **Quality and Scope**

5.1. The Supplier guarantees that the goods delivered are of good quality and in accordance with the specifications. Any deviations will be reported to UP in advance no later than two weeks before the start of production. UP reserves the right to reject deviations at any time.

5.2. The Supplier is liable for damage arising as a result of the actions of or a defect in the delivered goods insofar as the damage is reasonably attributable to it.

### 6. **Liability & Insurance**

6.1. The Supplier is liable for all damage caused to UP or to third parties engaged by it in the execution of the Order.

6.2. The Supplier will be liable for all damage suffered by UP as a result of the Supplier's failure to fulfil or sufficiently fulfil its obligations in connection with the Order.

6.3. The Supplier must be adequately insured with regard to liability.

6.4. In addition, the Supplier must ensure that it is adequately insured in respect of the goods and services it provides (hereinafter: the "Comprehensive materials insurance"). The Supplier may take out the Comprehensive materials insurance itself or transfer the cover thereof to UP. If the Supplier has not taken out the Comprehensive materials insurance, it must notify UP of this in writing.

6.5. In the event that the Supplier transfers the cover of the Comprehensive materials insurance to UP, the Supplier must declare - in the usual manner - the replacement value of its goods. The obligation to take out insurance also extends to auxiliary materials involved in the execution of the Order.

6.6. The Supplier will allow UP to inspect the relevant policies at UP's first request.

6.7. UP is not liable for damage suffered on the part of the Supplier, unless the damage is the result of intent or deliberate recklessness on the part of UP's managerial staff.

### 7. **Prices, invoices and payment**

7.1. Unless otherwise agreed in writing, agreed prices are binding on both parties.

7.2. The Supplier must state all relevant cost items (such as transport costs, costs of delivery and insurance, and import duties) in the Offer. Any subsequent additional items must be explicitly specified and always be approved in advance by UP in writing.

7.3. Invoices must have a PO number. This will be provided by UP to the Supplier.

7.4. UP will pay the invoices to the Supplier within one month of the invoice date.

7.5. UP will be entitled to suspend payment if and as long as the Supplier fails to fulfil its obligations under this Order. Any costs of suspension and resumption will be borne by the Supplier.

### 8. **Force majeure**

8.1. In case of force majeure, UP has the right to suspend the execution of the Order without legal intervention or to dissolve the Order in whole or in part, without UP being obliged to pay any compensation as a result.

8.2. Force majeure is understood to mean: any circumstance as a result of which compliance with the Order cannot reasonably be required. In any case, force majeure is understood to mean: every circumstance independent of the will of one of the Parties, as well as: telecommunication/electronic message traffic disruptions, internet disruptions, delay or impossibility of the delivery of goods or services by third parties, extreme weather conditions, outbreak/pandemic/epidemic, war, the danger of war, civil war, riots, floods, water damage, molestation, fire, picketing, lockouts, excessive absenteeism of UP personnel due to illness, transport problems, unforeseen technical complications, operational disruptions at UP, as well as government measures including, in any case, import and export bans, and quarantine.



## UNLIMITED –PRODUCTIONS–

### 9. Intellectual property

- 9.1. All intellectual property rights relating to the names and/or logos and/or UP's publicity material belong to UP. The Supplier is not permitted to publish and/or reproduce them or use them in any other way without the prior written consent of UP.
- 9.2. If the Supplier has made use of or makes use of third parties for the execution of the Order, the Supplier guarantees that these third parties have fully transferred to the Supplier any intellectual property rights they could assert on their performance resulting from the Order and have waived any personality rights.
- 9.3. The Supplier guarantees that it holds all rights which it grants and/or transfers to UP in the context of the Order and that it is free and authorised to enter into such a contract. The Supplier indemnifies UP against all claims in this respect.
- 9.4. If there are intellectual property rights on the part of the Supplier of any nature, UP will have a right to use them for the duration of the Order, for which compensation is included in the price. UP has the unlimited, non-transferable right to publish and reproduce any materials and goods delivered by the Supplier, in any form, including the right to process and change the material to the extent necessary for the execution of the Order.

### 10. Confidentiality, Media & Privacy

- 10.1. Before, during and after the completion of the Order, the Supplier is obligated to observe strict, unconditional and irrevocable confidentiality with respect to all information, in the broadest sense of the word, which it has obtained in the context of the execution of the Order concerning UP's organisation, activities and working methods. The Supplier will also oblige its employees, staff and/or third parties engaged to comply with these confidentiality provisions, unless otherwise agreed in writing.
- 10.2. The Supplier is in default by operation of law by reason of a single breach or failure to comply with the provisions of Article 10.1 and will owe UP an immediately payable penalty of € 50,000 (in words: fifty thousand euros) per breach, and if it is a breach that continues over time € 2,500 (in words: two thousand five hundred euros) per calendar day that the breach and/or failure to comply continues. UP is entitled to claim damages from the Supplier instead of levying a fine. Compliance with the obligation to pay the fine does not release the Supplier from the obligations set out in Article 10.1.
- 10.3. The Supplier, its personnel and third parties engaged by the Supplier are explicitly not permitted to make statements on social media of any nature (image, text, location, etc.) about work or other information directly or indirectly relating to the execution of the Order, unless otherwise agreed in writing.
- 10.4. The Supplier is obliged not to communicate anything in any form of media coverage, but to refer to UP.
- 10.5. The Supplier and UP will be able to process (special) personal data. The Supplier and UP are independently responsible for compliance with the GDPR obligations. When processing personal data, UP must be notified.
- 10.6. The Supplier and UP will not transfer data to countries outside the European Economic Area and will take all technical and organisational measures reasonably possible to secure personal data.

### 11. Duration, termination and dissolution of the Order

- 11.1. This Order has been entered into for the duration of the Project.
- 11.2. In the event of a continuing performance Order, UP will be entitled to terminate the Order in writing with due observance of a notice period of one month. The Supplier will not be entitled to claim any compensation.



# UNLIMITED

–PRODUCTIONS–

- 11.3. Without prejudice to the right of dissolution as referred to in Article 6:265 of the Dutch Civil Code, UP shall at all times be entitled to dissolve the Order in whole or in part, without any reminder or notice of default being required:
  - 11.3.1. in the event of a shortcoming by the Supplier in the fulfilment of its obligations arising from the Order or any Order related thereto;
  - 11.3.2. the Supplier applies for a suspension of payments or is granted a suspension of payments;
  - 11.3.3. the Supplier files for bankruptcy or is declared bankrupt;
  - 11.3.4. the Supplier's company is liquidated;
  - 11.3.5. there is a change of control over the Supplier's business;
  - 11.3.6. circumstances arise which are of such a nature that fulfilment of the obligations resting with UP is impossible or if fulfilment cannot reasonably be required of UP.

12. **Applicable law and competent court**

- 12.1. The legal relationship between UP and the Supplier is exclusively governed by Dutch law.
- 12.2. All disputes arising from the Order and further related agreements shall be settled by the competent court in the district of Zeeland-West-Brabant, except where statutory provisions regarding competency preclude this choice.

13. **Final provision**

- 13.1. If this Order contains one or more parts that turn out to be invalid or are declared non-binding, the legal validity of the other provisions of this Order will remain unaffected, and the Parties hereby undertake to agree in mutual consultation at such a time replacing the invalid parts with (a) provision(s) that meets the intention which the Parties had at the time of entering into this Order.
- 13.2. Any additions or amendments to this Order must be agreed in writing by the Parties by means of a document signed for that purpose by both Parties.

Breda, [date],

\_\_\_\_\_  
**Unlimited Productions B.V.**  
 By: **M.Lamers**  
 Position: **Head of Accounts**

\_\_\_\_\_  
 [name of supplier]  
 By: \_\_\_\_\_  
 Position: \_\_\_\_\_