



UNLIMITED
-PRODUCTIONS-

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General Terms and Conditions of Sale and Delivery (version 22-09-2020)

of Unlimited Productions B.V., Chamber of Commerce number: 20150272, with registered office in Breda and place of business in (4817 ZM) Breda, at Minervum 7282, hereinafter: "UP",

These General Terms and Conditions also apply to Unlimited Solutions and Unlimited Creatives. Both are labels of Unlimited Productions. These General Terms and Conditions are divided into 2 chapters, namely:

Chapter A: General

Chapter B: Unlimited Solutions

If chapter B applies, this chapter takes precedence over chapter A. Insofar as chapter A does not conflict with chapter B, chapter A also always applies.

CHAPTER A. General

ARTICLE 1: DEFINITIONS

- *Services*: taking care of, among other things, technical production such as design, purchasing and hiring facilities, logistics and technical coordination for radio, television and theatre productions, as well as concerts, congresses, product presentations and events, all the above in the broadest sense;
- *Client*: the party who gives the assignment to UP;
- *Agreement*: every agreement between UP and the Client, every change or addition there to, as well as all (legal) acts in preparation of and/or in execution of that agreement;
- *Terms and Conditions*: these general terms and conditions of sale and delivery;
- *Goods*: hardware and/or software and anything that may be the subject of an agreement, with due observance of the business activities of UP.

ARTICLE 2: APPLICABILITY

- 2.1 These Terms and Conditions are applicable to all offers and agreements of UP and the Client.
- 2.2 Deviations from these Terms and Conditions only apply if they have been expressly laid down in writing.
- 2.3 The Dutch text of these Terms and Conditions shall prevail over any sworn or uncertified translations thereof.
- 2.4 Should any provision of these Terms and Conditions subsequently prove to be invalid, that provision will be replaced by a provision that is as close as possible to that provision and the other provisions will continue to apply in full.

ARTICLE 3: OFFERS

- 3.1 All offers are without obligation and are valid for a maximum of 14 days after the offer date, unless otherwise stated in the offer.
- 3.2 UP cannot be held to an offer if the Client can reasonably understand that (part of) the offer contains an obvious mistake or typographical error.
- 3.3 All drawings and data provided with an offer, such as sizes, weights, power and quantities, have been compiled as carefully as possible. These statements are binding only insofar as expressly confirmed.



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- 3.4 In the offers, UP assumes that all goods are supplied in the usual way and that all activities can be carried out in the normal way. Special requirements and circumstances must be stated to UP in advance in writing and with sufficient detail. UP will then expressly state in the offer if and to what extent the above has been taken into account by UP.
- 3.5 Offers, as well as concepts, solutions, proposals, documents, recordings, drawings, designs, diagrams, models, computer programs, software and calculations created by UP (or commissioned by UP) are owned by UP and are not be used and/or passed on to third parties or made available for inspection purposes without the express permission of UP and must be kept strictly confidential.
- 3.6 UP reserves the right to refuse assignments and/or orders without giving reasons.
- 3.7 An agreement with UP is established after (i) UP and the Client have signed an agreement, (ii) UP has confirmed the assignment in writing or (iii) UP has commenced the execution of the assignment given.

ARTICLE 4: EXECUTION OF THE AGREEMENT

- 4.1 UP will make every effort to carry out its assignment to the best of its understanding and ability. Delivery and execution times of UP are indicative.
- 4.2 The Client is responsible for ensuring that UP is provided with all information requested and/or required by UP that may be relevant for the timely, correct and complete preparation and execution of the agreement. Failing this, UP has the right to suspend the performance of the agreement and/or charge the Client for any additional costs that incurred as a result.
- 4.3 The delivery periods only commence at the time of the conclusion of the agreement, or, if later, upon receipt of all requested or required information as referred to in Article 4.2 of the terms and conditions.
- 4.4 UP is permitted to perform the agreement in phases and to invoice these phases separately.
- 4.5 If an agreement includes hiring equipment and/or technical staff for a series of productions (e.g. TV programmes or a tour), a contract will be deemed to have been concluded for each production with regard to the services agreed upon for that production, unless otherwise agreed in writing.
- 4.6 UP has the right to engage third parties in the execution of the agreement. UP is entitled to accept, on behalf of the Client, any general terms and conditions and limitations of liability of such third party.
- 4.7 UP has the right, in consultation with the Client, to change and/or supplement the agreed assignment, if, in the opinion of UP, proper execution of UP's services requires this. UP may charge additional costs for this.
- 4.8 If materials or services hired by the Client from third parties are not present at the agreed location or are not present on time, UP reserves the right to hire the necessary materials or services elsewhere. UP is not liable for any delays caused by this. The costs of materials or services hired elsewhere will be charged to the Client. Any (additional) costs will be charged to the Client.
- 4.9 Subsequent additional agreements or changes as well as agreements with and/or promises made by UP staff are only binding on UP if confirmed by UP in writing. If (additional) costs arise as a result, these costs will be charged to the Client.
- 4.10 The layout of the location as well as the necessary facilities must be available and fully equipped so that UP can carry out the assignment without making any special arrangements.



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ARTICLE 5: RATES

- 5.1 UP's rates are:
- based on the level of purchase rates, wages, wage costs, social and government taxes, freight, insurance premiums and other costs prevailing at the time of the offer and/ or order date
 - exclusive of VAT, import duties, other taxes, other levies imposed by the authorities
 - exclusive of event-related insurances, such as but not limited to materials insurance, unless agreed otherwise in writing
 - stated in euros. If stated in another currency, any exchange rate changes in relation to the euro will be passed on in the period between the offer and supply.
- 5.2 Changes, including additional costs in the original assignment of any nature, by or on behalf of the Client, which cause higher costs than could have been predicted in the quotation, will be charged extra to the Client.
- 5.3 Costs charged by third parties directly related to the execution of the agreement, such as accommodation costs, catering and/or utilities including consumption costs, will always be charged directly to the Client, unless otherwise agreed in writing.

ARTICLE 6: PAYMENT

- 6.1 Payment will be made by transfer to a bank account designated by UP within the period set by UP, but at the latest within 14 days after the date of invoice. The Client cannot invoke any discount, set-off or suspension.
- 6.2 If, in the opinion of UP, the Client's financial position or payment behavior gives cause to do so, UP is entitled to require the Client to provide UP with (additional) security in a form to be determined by UP in advance and/or to make an (additional) advance payment on the agreed fee.
- 6.3 After expiry of the payment term, the Client is in default *ipso jure*. From that moment on, the Client will owe the statutory commercial interest and extrajudicial collection costs.
- 6.4 All costs to be incurred by UP to settle the claim in and out of court will be borne by the Client's. These extrajudicial collection costs will be calculated in accordance with the Graduated Scale Extrajudicial Collection Costs, with a minimum of € 250.
- 6.5 In the event of a jointly issued assignment, Clients are jointly and severally liable for payment of the invoice amount.

ARTICLE 7: TERMINATION, CANCELLATION AND SUSPENSION

- 7.1 The Client is not entitled to terminate or cancel the agreement in whole or in part in the interim.
- 7.2 If, for any reason, including in the event of unforeseen circumstances or force majeure, the Client (partially) terminates the agreement or cancels the agreed order, the Client owes the full agreed fee (including UP's financial obligations towards third parties), unless otherwise agreed in writing.
- 7.3 The financial obligations of UP towards third parties, related to the cancelled agreement, which have to be fulfilled by UP, including purchased, ordered or hired goods or technicians, will at all times be charged in full to the Client.
- 7.4 UP is entitled to suspend its activities and/or to terminate an agreement in whole or in part with immediate effect without notice of default or judicial intervention being required and without being liable to pay damages to the Client in the event that (i) the Client fails to pay its due and payable debts, (ii) the Client is declared bankrupt, (iii) suspension of payment for the Client is applied, (iv) UP becomes aware of circumstances which give it good reason to suspect that the Client will not (be able to) fulfil the (payment) obligation, including the situation that a third party seizes the Client's assets under UP, or (v) the Client's legal entity is terminated or the Client's company is liquidated.



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ARTICLE 8: LIABILITY AND INDEMNITY

- 8.1 UP is only liable for compensation of direct damages. UP's liability for direct damages is limited to the payment to be made by UP's liability insurer, increased by the excess. The insurance policy may be sent on request. If, and insofar, as the liability insurance does not provide cover and/or does not provide a claim for payment, any liability of UP will be limited to 50% of the invoice value of the assignment concerned, with a maximum of € 25,000.
- 8.2 UP excludes all liability for indirect damages, including but not limited to consequential damages, immaterial damages, reputational damages, loss of profit, loss of savings, and damages due to business stagnation.
- 8.3 UP will not be liable if, due to force majeure or unforeseen circumstances, it is unable or has been unable to meet its obligations.
- 8.4 UP is not liable for errors or shortcomings of the third party/parties it engages, except in the case of intent or gross negligence on the part of UP itself.
- 8.5 Under no circumstances does UP accept liability for damages suffered as a result of the actions, acts or omissions of third parties, such as suppliers and visitors to events.
- 8.6 UP is not liable for damages, of any nature, caused by the fact that it has relied on incorrect and/or incomplete information provided by or on behalf of the Client.
- 8.7 UP is not liable for any damages caused by improper use of the supplied goods or use of the supplied goods for any purpose other than that for which it is suitable according to objective standards.
- 8.8 UP is not liable for damages caused by delay, for damages due to exceeding supply deadlines as a result of changed circumstances and for damages as a result of inadequate cooperation, information or materials provided by the Client.
- 8.9 The Client must hold UP liable in writing, including substantiation, as soon as possible after it has ascertained or could reasonably have ascertained the damage, but no later than 14 days after the event.
- 8.10 The Client is liable for any damages caused by the Client or third parties to goods given on loan and/or hire to the Client by UP.
- 8.11 The Client is responsible for (the consequences of) the use of, and is liable for any damage to and/or loss of used goods at the time of delivery by UP with effect from the moment of delivery approved by the Client. The Client indemnifies UP against any and all claims from third parties in this regard.
- 8.12 UP is not liable in the event of theft and/or damage of money and goods belonging to the Client or third parties.
- 8.13 UP is not responsible or liable under any circumstances for damages or costs arising from the permit requirements; these are at the expense and risk of the Client.
- 8.14 If the Client provides UP with information carriers, electronic files or software etc., the Client indemnifies UP against damage caused by these files, for example by, but not limited to, viruses or defects.
- 8.15 The Client indemnifies UP against claims from third parties regarding intellectual property rights used in the execution of the agreement on materials or data provided by the Client.
- 8.16 The Client indemnifies UP against all damage UP suffers as a result of claims from third parties related to the goods or services delivered by UP, including:
- claims of third parties, including employees and subordinates of UP, who, in connection with the execution of the agreement, suffer damage which is the result of acts or omissions of the Client or of unsafe situations within its company;
 - claims of third parties who suffer damages as a result of a defect in products or services supplied by UP that were used, modified or re-delivered by the Client in addition to or in connection with the Client's own products or services, unless the Client proves that the defect is not the result of use, modification or re-delivery as referred to above.
- 8.17 The Client must always provide adequate event insurance.



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- 8.18 UP will inform the Client of the total value of the hired materials to be insured. The Client will determine in advance whether to include this insurance with the event insurance to be taken out by the Client or whether UP should insure the hired materials on behalf of the Client. The costs of this insurance are at the expense of the Client.
- 8.19 The limitations of liability set out in these terms and conditions do not apply if the damage is due to intent or gross negligence on the part of UP or its managerial subordinates.

ARTICLE 9: OBLIGATIONS OF THE CLIENT

- 9.11 The Client is obliged to fully comply with all obligations and instructions from the relevant authorities, which relate to any activity of the Client in the context of an agreement.
- 9.2 The Client is responsible for obtaining all permits that are required in relation to the Client's activities in connection with which UP carries out the assignment in accordance with the agreement and the use of what UP provides.
- 9.3 The Client is not entitled to allow personnel made available by UP to perform other work than that for which they were made available. The Client is not entitled to employ these personnel at (an) other time(s) and place(s) than agreed.
- 9.4 The Client is not entitled to make the personnel made available to it available to third parties.
- 9.5 The Client is obliged to insure and maintain insurance of its liability pursuant to sections 6:170 and 6:171 of the Dutch Civil Code with regard to personnel made available for the period that personnel are made available by UP.
- 9.6 The Client is obliged to take care of the needs of the personnel made available by UP at its own expense. This includes the provision of catering and parking facilities. If the Client does not take care of this, UP will charge the actual costs incurred to the Client with a surcharge of 20%.
- 9.7 The Client is entitled to engage third parties for partial execution of the agreement after written approval from UP. In that case, the Client will be responsible for the third parties it engages.

ARTICLE 10: COMPLAINTS

- 10.1 The Client may only object to an invoice to UP in writing within 8 days of the invoice date. After that period, the Client will be deemed to have agreed to the invoice. Objections to invoices do not suspend the payment obligation.
- 10.2 The Client is obliged to notify UP verbally of any complaint regarding UP's execution of the agreement in good time after it has been established and to confirm this to UP in writing within 2 days. If the Client fails to do so, UP will be deemed to have met its obligations.
- 10.3 In the event of a justified complaint, the Client has the choice between making improvements free of charge, carrying out the agreed work again or, if the latter is no longer possible or useful, no longer carrying out the assignment in full or in part in exchange for a refund in proportion to the agreed amount.

ARTICLE 11: FORCE MAJEURE

- 11.1 In the event of force majeure, UP has the right to suspend the execution of the agreement without judicial intervention, or to terminate the agreement as a whole or in part, without UP being bound to pay any compensation in consequence thereof.
- 11.2 Force majeure is understood to mean: any circumstance as a result of which compliance with the agreement can no longer be reasonably demanded by the Client from UP. In any case, force majeure is understood to mean: any circumstance as a result of which UP can no longer be reasonably required to execute the agreement: any circumstance independent of UP's will, as well any telecommunication/electronic messaging failures, internet failures, delays or impossibilities in the supply of goods or services by third



parties, extreme weather conditions, outbreak/pandemic/epidemic, war, imminent war, civil war, riots, floods, water damage, acts of war, fire, picketing, lockouts, excessive absenteeism due to illness of UP staff, difficulties in transportation, unforeseen technical complications, operational failures at UP and/or at its suppliers, non-performance by its suppliers, as well as government measures including at any rate import and export prohibitions, and quarantine, regardless of whether these circumstances occur at its premises or at those of any third parties engaged by it. If the supply is delayed for more than three (3) months due to force majeure, UP has the right to terminate the agreement. In that case, the Client should reimburse the costs incurred by UP as well as the costs charged to UP by third parties.

- 11.3 If, when a situation of force majeure arises, UP has already partially fulfilled its obligations arising from an agreement, UP is entitled to invoice the performances already rendered separately and the Client is obliged to pay this invoice as if it concerned a separate transaction.

ARTICLE 12: INTELLECTUAL PROPERTY RIGHTS

- 12.1 Any copyright and other intellectual property rights on offers, quotations, documentation, designs, concepts, recordings and any other goods produced for the Client, including any data and/or software supplied to the Client, remain at all times vested in UP or its licensors. The Client is not entitled, except with the prior written permission of UP, to use, reproduce or disclose any of the aforementioned materials, other than for the (execution of) the agreement.
- 12.2 UP is, or will become, the owner of all existing and future intellectual property rights to works (in any form, including but not limited to elaborated ideas, proposals, designs and concepts) which UP develops and/or has developed (or has had developed) in the context of the assignment. For the duration of the assignment, the Client acquires a right of use in respect thereof.
- 12.3 If there are intellectual property rights on the part of the Client of any nature, UP will have a right of use of these for the duration of this agreement, for which the compensation is included in the price. UP has the unrestricted, non-transferable right with regard to any materials and goods supplied by the Client to publish and reproduce these materials and goods, in any form, including the right to process and change the material insofar as this is necessary for the execution of this agreement.
- 12.4 If the Client has engaged or engages third parties for the execution of the assignment, the Client guarantees that these third parties have fully transferred to the Client all intellectual property rights, which they may exercise on their performance arising from the assignment and have waived any personality rights.
- 12.5 The Client warrants that it has all rights which it grants and/or transfers to UP in the context of the assignment, and that it is free and authorised to enter into the assignment. The Client indemnifies UP against all claims in this respect.
- 12.6 The Client and third parties forming part of the assignment are entitled to make sound, photo and/or video recordings of the assignment, unless UP has explicitly stipulated otherwise in writing. The sound, photo and/or video recordings forming part of the assignment may not be used by the Client and third parties in internal and external communications without the prior written permission of UP.
- 12.7 UP is entitled to make sound, photo and/or video recordings of the assignment, unless the Client has explicitly stipulated otherwise in writing. Sound, photo and/or visual recordings of the assignment may be used by UP in internal and external communications without the prior written permission of the Client, unless otherwise agreed in writing.



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ARTICLE 13: CONFIDENTIALITY

- 13.1 The parties are obliged, both during the term of the agreement and thereafter, to observe absolute confidentiality of all confidential data, information and documents that they have obtained from each other or from another source in the context of the agreement, other than by court order. Information will be deemed to be confidential if the other party has stated this or if this follows from the nature of the information.
- 13.2 This obligation shall not apply to the extent that the parties have a legal or professional obligation to disclose.

ARTICLE 14: PERSONNEL

- 14.1 During the term of the agreement as well as one year after termination thereafter, the Client is prohibited from directly or indirectly employing personnel of UP (or its suppliers) who have been involved in the execution of the agreement, or from having work carried out and/or advice provided outside of UP on the basis of an assignment agreement or otherwise.

ARTICLE 15: PENALTY CLAUSE

- 15.1 If the Client violates the provisions of Articles 13 (Confidentiality) and 14 (Personnel), the Client shall, without any notice of default being required, owe UP an amount of € 5,000 for each violation, to be increased by € 1,000 for each day that the violation continues, without prejudice to any other right to which UP is entitled such as the right to compensation.

ARTICLE 16: PRIVACY CLAUSE

- 16.1 Insofar as personal data is used/processed as part of the performance of the work, such personal data will be used and protected by UP with a high degree of care in accordance with the General Data Protection Regulation.
- 16.2 UP will take appropriate technical and organizational measures to ensure the protection of personal data held and used by UP. These technical and organizational measures will also serve to prevent the loss or any other unlawful processing of personal data. In doing so, UP will weigh the nature of the processing against the measures to be taken.
- 16.3 For questions or inspection of data, the Client may contact UP via contact@unlimited-productions.com or +31 (0)85 4843300.

ARTICLE 17: LIMITATION PERIOD

- 17.1 All rights to claim and other powers, under any agreement, which the Client has against UP, must be received in writing by UP within 12 months from the moment the Client became aware of them or could reasonably have been aware of them, failing which they will lapse.

ARTICLE 18: APPLICABLE LAW AND DISPUTES

- 18.1 The legal relationship between UP and the Client is exclusively governed by Dutch law.
- 18.2 Disputes between UP and the Client will be adjudicated in the first instance by the competent court of the District Court of Zeeland-West-Brabant, except to the extent that mandatory competency rules impede this choice.

ARTICLE 19: AMENDMENTS OR ADDITIONS TO THESE CONDITIONS

- 19.1 UP has the right to amend and/or supplement these Terms and Conditions at any time.
- 19.2 Changes and/or additions will take effect after they have been notified to the Client and will not be effective retroactively.
- 19.3 If any provision of these Terms and Conditions turns out not to be legally valid and/or loses its legal validity, this does not affect the other provisions of the General Terms and



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Conditions and the parties are obliged to adopt a new provision as soon as possible, the purport of which is as close as possible to the 'old' provision.