



UNLIMITED
-PRODUCTIONS-

Unlimited Productions
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Purchasing Conditions Assignment

V.10.0 – 18/06/2025

Definitions

- *Unlimited Productions*: The private limited company **UNLIMITED PRODUCTIONS B.V.**, Chamber of Commerce number: 20150272, with its registered office in Breda and its principal place of business in (4817 ZM) Breda, at Minervum 7282, hereinafter **UP**
- *Supplier*: A natural person or legal entity performing work on behalf of Unlimited Productions.
- *Assignment or Assignments*: All work performed by the Supplier for UP.
- *Third parties*: Any other party engaged directly or indirectly by the Supplier in the context of performing the Assignment.
- *Crew briefing*: In addition to the Assignment Confirmation, the Supplier receives a Crew Briefing consisting of a schedule, times, locations, and contact persons.

1. General

- 1.1. These Purchasing Conditions replace any previous agreements between Unlimited Productions and the Supplier. The details of the Assignment to be performed by the Supplier are incorporated in the **attached** Assignment Confirmation.
- 1.2. The Supplier's general terms and conditions only apply insofar as they do not conflict with these Purchasing Conditions.
- 1.3. The Supplier is deemed to have agreed to the applicability of the Purchasing Conditions.

2. Schedule, delivery and place of delivery

- 2.1. The schedule depends on the progress of the work and is subject to changes. UP aims to inform the Supplier of any changes to the work at least 2 working days in advance. The Supplier conforms to UP's schedule, including any subsequent changes.
- 2.2. The delivery and/or performance of the work must take place in the manner, location and time stated in the Assignment Confirmation or Crew Briefing. Specified or agreed delivery or completion times are always strict deadlines as referred to in Book 6 Section 83 under a of the Dutch Civil Code. In such a case, the Supplier is immediately in default, and UP is then entitled to statutory remedies. The schedule can be adjusted at the request of UP.
- 2.3. UP will be notified of any changes no later than two weeks before the start of production. UP reserves the right to reject those changes at any time. If at any point of time, the Supplier foresees that it cannot fulfil the obligations related to the Assignment at all, in time or appropriately, the Supplier must immediately inform UP thereof.
- 2.4. The Supplier bears all responsibility regarding the delivery, for example regarding subsidences and damage to the place or site of delivery.
- 2.5. UP reserves the right to return those goods at all times. All costs and risks regarding any return delivery of goods are for the Supplier.

3. Performance

- 3.1. The Supplier guarantees that the delivered goods and/or services and any associated documentation comply with all (semi-) applicable national and international statutory provisions, including working conditions legislation and export laws and regulations, and indemnifies UP against claims from third parties (including UP's employees) for compensation of damage that has been and/or is suffered as a result of non-compliance with (semi-) statutory provisions. The Supplier is responsible for ensuring that the materials and tools used are suitable and safe, and are accompanied by the correct certificates, quality marks, etc.
- 3.2. If UP's business assets or materials are required for the performance of the Supplier's Assignment, the Supplier will bear responsibility for the relevant goods.
- 3.3. The Supplier guarantees that it has the required and up-to-date certificates and permits required for the performance of the Assignment. This includes certificates deemed required by relevant authorities or in the industry for performing the work. The Supplier is obliged to keep these certificates valid throughout the duration of the Assignment and can provide proof of validity of these certificates to UP upon request.
- 3.4. The Supplier is obliged to observe legal safety, health, and environmental regulations and to comply with the regulations, instructions, and directives regarding safety, environment, and control applicable at the location where the work is performed. The Supplier points out to UP that it may possibly need permits. The Parties will consult with each other in such case.
- 3.5. The Supplier will notify UP in a timely manner – in any case before the performance of the Assignment – which aspects the Supplier requires and which aspects UP must ensure to enable the Supplier to perform the Assignment correctly. If the Supplier fails to communicate the required aspects in a timely manner, it is the Supplier's responsibility to adapt to the circumstances.
- 3.6. The Supplier is obliged to follow UP's instructions and directions, even if these instructions and/or directions follow at a later date. The Supplier is obliged to request all data and information it requires for the performance of the Assignment from UP in a timely manner. If the Supplier fails to request the necessary data and information, the Supplier will be liable for any consequences thereof.
- 3.7. The Supplier is obliged to report any misconduct and unsafe situations to UP.
- 3.8. The Supplier has an obligation to issue warnings in respect of the Assignment. The Supplier will therefore point out to UP any inaccuracies in the Assignment or the tasks assigned to it in a timely manner.
- 3.9. The Supplier is expected to act with integrity, adequacy, and care at all times and must handle sensitive information with care at all times.
- 3.10. The Supplier must be aware of the desired professional image that UP aims to project with its business. In that context, the Supplier will at all times behave and dress in a professional and representative manner.
- 3.11. If UP arranges a hotel, catering and/or transport for the Supplier, the Supplier is obliged to notify UP in a timely manner in case of impediment, so that UP can change the reservations made. Cancellations must be made at least seven (7) calendar days prior to the scheduled reservations. If the Supplier fails to cancel in a timely manner, UP will have the right to charge the costs for unused hotel stays, catering or transport to the Supplier.

4. Engagement of third parties

- 4.1. The Supplier may, after obtaining written approval from UP, engage third parties in the performance of the work. In doing so, the Supplier must respect the applicable laws and regulations and should impose the obligations applicable to it under this Assignment on this third party. The



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Supplier is regarded as the client in relation to this third party, is liable to this third party, and must look after the correct payment of contributions, taxes and insurances itself.

- 4.2. The Supplier guarantees that all contributions regarding national insurance and employee insurance schemes and all taxes, particularly income and turnover tax, regarding the natural persons it has engaged, have been or will be paid within the applicable (statutory) payment term(s). The Supplier fully indemnifies UP against any liability that may arise for UP from the Supplier's failure or delay in fulfilling its obligations to pay the aforesaid contributions and taxes.
- 4.3. The Supplier records which third parties are engaged and maintains the required records itself, providing UP with access to its records upon request.

5. Quality and scope

- 5.1. The Supplier guarantees that the delivered goods are of good quality, meet reasonable reliability requirements, and conform to the specified specifications. UP will be notified of any changes in advance no later than two weeks before the start of production. UP reserves the right to reject those changes at any time.
- 5.2. The Supplier is liable for damage resulting from the actions of or a defect in the delivered goods, insofar as the damage can reasonably be attributed to it.
- 5.3. Complaints (regarding invoices, purchased goods, rented items, performance of the Assignment, or otherwise) can be submitted by UP at any time and in any manner (orally or in writing), both before and after the delivery of the performance or the putting into use of the rented items, without a deadline within which this should occur. Complaints without a precise statement of the nature and grounds will also be handled by the Supplier.
- 5.4. The Supplier will maintain enough reserve goods to be able to deliver from stock if necessary (for example, if defective goods have been delivered) or to proceed with replacement at UP's request.
- 5.5. UP is not deemed to have approved the performance or the invoice merely by the expiry of a specific period. The Supplier is obliged to handle complaints at all times, regardless of how long after delivery or invoicing they are submitted.
- 5.6. If UP has any reason to doubt the timely, complete and/or adequate performance of the obligations by the Supplier, UP will be entitled to suspend all its obligations towards the Supplier until the Supplier has demonstrated to UP's satisfaction that it is capable of performing them.
- 5.7. If a complaint is filed by UP, the Supplier is obliged to handle the complaint (at its own expense) and to deliver the agreed performance to the satisfaction of UP. UP will render all reasonable assistance.

6. Rental

- 6.1. If UP enters into a rental agreement with the Supplier, the rental period will be flexible. UP may adjust the rental period at any time without any financial consequences, such as the payment of cancellation fees.
- 6.2. The Supplier will ensure adequate insurance for the rented items. The Supplier remains fully responsible for the rented items, unless there is intent or gross negligence on the part of UP.
- 6.3. The Supplier is responsible for the maintenance of the rented items.
- 6.4. If UP modifies the rented items during the rental period, it will ensure that they are returned to the condition in which UP received it.

7. Liability & insurance

- 7.1. The Supplier is liable for any damage caused by it or by third parties engaged by it to UP or to third parties in the execution of the Assignment.
- 7.2. The liability of the Supplier is limited to €1,000,000. However, if the Supplier's insurance pays out a higher amount, this higher amount will be regarded as the maximum liability. Any other limitations of liability from the Supplier's general terms and conditions do explicitly not apply.
- 7.3. The Supplier is liable for all damage to UP caused by the fact that the Supplier has not or has not sufficiently fulfilled its obligations in connection with the Assignment.
- 7.4. The Supplier must be adequately insured with regard to liability, including in respect of professional and business liability.
- 7.5. The Supplier indemnifies UP and will hold UP harmless from all costs, including (legal) adviser's fees, and damage for which UP may be held liable by third parties in connection with the rented and/or delivered items.
- 7.6. Furthermore, the Supplier must ensure that it is adequately insured with regard to the goods and services it has provided (hereinafter: the "Bodywork Materials Insurance"). The insurance obligation also extends to tools involved in the performance of the Assignment. The Supplier may either have the Bodywork Materials Insurance covered itself or have UP take out the coverage. If the Supplier does not have the Bodywork Materials Insurance covered itself, the Supplier must report the replacement value of its goods to UP no later than two (2) weeks before the start of the Assignment. UP will pass on the costs for this.
- 7.7. The Supplier will provide UP with access to the relevant insurance policies on demand.
- 7.8. UP is not liable for any 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 management personnel.

8. Prices, invoices and payment

- 8.1. The agreed prices are fixed throughout the entire Assignment.
- 8.2. Supplier must specify all relevant cost items (such as transport costs, delivery and insurance costs, costs of any return delivery and import duties) in the Quotation. Any additional items must be explicitly specified in the quotation and must always be approved in writing by UP in advance.
- 8.3. The Supplier must send the final settlement to UP within 5 working days of Load Out. The final invoice must be received by UP within 15 working days after Load Out. Load Out is understood to mean the dismantling and removal of temporarily placed/applied objects and materials and restoring the location to its original state after an event.
- 8.4. The invoices must state an Assignment Confirmation number(s) as stated in the Assignment Confirmation. UP will provide this to the Supplier.
- 8.5. UP will pay the invoices within 30 calendar days of the invoice date to the Supplier. UP does not have to pay interest or extrajudicial collection costs in the event of late payment.



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- 8.6. UP is entitled to suspend payment if and as long as the Supplier does not fulfil its obligations under this Assignment. Any costs of suspension and resumption are to be payable by the Supplier. In the event of suspension, the Supplier expressly does not have the right to terminate or dissolve the agreement.
- 8.7. The Supplier is entitled to be paid for the additional work performed by it, provided that the following conditions are met:
- The Supplier has timely and in writing warned UP of the additional costs and consequences on the delivery time associated with the additional work
 - Prior to the performance of the additional work, UP has expressly given written permission for the performance of the additional work and the associated costs and consequences on the delivery time.
- 8.8. The Supplier calculates the payment for the additional work based on the agreed rates or, in the absence thereof, based on reasonable and competitive rates.
- 8.9. The Supplier will only specify the agreed amount as recorded in the Assignment Confirmation in the invoice.
- 8.10. Any losses, additional costs due to shortages or deficiencies, as well as costs based on subsequent calculation, must be included and specified in a separate invoice. These additional invoices will only be processed if prior written approval has been obtained from UP by means of an Assignment Confirmation.

9. Force majeure

- 9.1. In the event of force majeure, UP will have the right, without any judicial intervention being required, to suspend performance of the Assignment or to terminate all or part of the Assignment, without UP being obliged to pay any compensation.
- 9.2. Force majeure does not include weather conditions, epidemics, strikes, and transport problems.
- 9.3. UP has the right to replace the Supplier in connection with a project's deadline. In that case, the Assignment between the parties can be terminated immediately, and UP will then be permitted to engage a different party.
- 9.4. UP has the right to terminate the Agreement if the force majeure situation has lasted more than thirty (30) calendar days.
- 9.5. The Supplier is not liable for damage due to force majeure, provided the Supplier has promptly reported the force majeure event to UP in writing after its occurrence. The Supplier must take sufficient measures to limit the consequences of the force majeure event as much as possible and to prevent further damage. If the Supplier fails to take these measures or to make the notification in a timely manner, the Supplier will remain liable for the damage.

10. Intellectual property

- 10.1. All intellectual property rights relating to the drawings, technical descriptions, designs, calculations, software, names and/or logos and/or the publicity material of UP are vested in UP. The Supplier is not permitted to disclose and/or reproduce or otherwise use these without prior written consent from UP. Rights arising from the execution of this agreement will accrue to UP. The Supplier will cooperate in any required transfer actions.
- 10.2. UP may copy, display to third parties, disclose or use data concerning the quotations and designs used by the Supplier, including but not limited to sketches, drawings, technical specifications, prototypes, calculations, and proposed working or construction methods, insofar as this is necessary for the execution of the agreement or for communication with the end client. UP will ensure a reasonable degree of confidentiality in this regard, unless the data is public or sharing is not contrary to the interests of the Supplier.
- 10.3. The Supplier guarantees that it has the power of disposal of all the rights which it grants and/or transfers to UP in the context of the Assignment and is free and authorised to issue the Assignment. The Supplier indemnifies UP against all claims in this respect.
- 10.4. If the Supplier has engaged or engages third parties for the performance of the Assignment, the Supplier guarantees that these third parties have fully transferred all intellectual property rights, which they may possibly assert on their performances resulting from the Assignment, to the Supplier and have waived their possible moral right. The Supplier will then fully transfer these intellectual property rights to UP.
- 10.5. If the Supplier holds intellectual property rights of whatever nature, UP will have a right to use these rights for the duration of the Assignment, the payment for which is included in the price. UP has the unlimited, non-transferable right to disclose and reproduce any materials and goods provided by the Supplier, in any form, including the right to edit and modify the material insofar as necessary for the execution of the Assignment.

11. Confidentiality, Media & Privacy

- 11.1. The Supplier is obliged 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 performance of the Assignment concerning the organisation of UP, activities and working method of UP, before, during and after termination of the Assignment. The Supplier will also oblige its employees, staff members and/or third parties engaged by it to comply with these confidentiality provisions, unless otherwise agreed in writing.
- 11.2. The Supplier is in default by operation of law by merely violating or failing 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 violation, and insofar as it concerns a violation that continues over time, €2,500 (in words: twenty-five hundred euros) per calendar day that the violation and/or non-compliance continues. UP has the right to claim compensation from the Supplier instead of imposing a penalty. Compliance with the obligation to pay the penalty will not release the Supplier from its obligations under Article 10.1.
- 11.3. The Supplier, its staff and third parties engaged by the Supplier are explicitly not permitted to make any social media expressions, of whatever kind (image, text, location, etc.) about work or other information directly or indirectly related to the performance of the Assignment, unless otherwise agreed in writing.
- 11.4. The Supplier is obliged, in the event of any form of media attention, not to disclose any information itself, but to refer to UP.
- 11.5. Supplier and UP may process (special) personal data. The Supplier and UP are independently responsible for compliance with the obligations under the GDPR. UP must be notified when processing personal data.
- 11.6. 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.



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12. Duration, cancellation and termination of the Assignment

- 12.1. The Agreement will in any case terminate on completion of the project.
- 12.2. UP is entitled to cancel the Assignment free of charge up to four (4) weeks before the starting date of the event or the execution of the Assignment. If the event or final assignment to which the Assignment relates is cancelled by UP's client or a third party, or does not take place for any other reason, UP is also entitled to cancel the Assignment free of charge, regardless of the time of cancellation.
- 12.3. Without prejudice to the right of dissolution as referred to in Book 6 Section 265 of the Civil Code, UP will at all times have the right, without further notice or default, to dissolve the Assignment in whole or in part:
 - a. in the event of a breach by the Supplier in the performance of its obligations under the Assignment or Assignments associated with it;
 - b. if the Supplier applies for a suspension of payment or is granted a suspension of payment;
 - c. if the Supplier files for bankruptcy or is declared bankrupt;
 - d. the Supplier's business is liquidated;
 - e. a change occurs in the control over the Supplier's business;
 - f. Any circumstances occur of such a nature that compliance with its obligations becomes impossible for UP or if compliance may reasonably no longer be demanded from UP;
- 12.4. The Supplier is not entitled to dissolution if a change occurs in the control over the Supplier's business. The Supplier is only entitled to dissolution after UP has been given notice of default and a reasonable period (of at least 15 calendar days) has been provided for fulfilment and this period has expired.

13. Non-competition clause

- 13.1. Without prior written consent from UP, the Supplier is prohibited from working for UP's client or companies affiliated with the client, during and for one year after termination of the Assignment, directly or indirectly, whether for payment or not. A client of UP is defined as a client for whom UP performs or has performed projects, and for whom the Supplier performs or has performed work on behalf of UP.
- 13.2. The Supplier is not permitted to accept or stipulate a commission, in any form whatsoever, directly or indirectly, from third parties who are in any way connected to or have made offers to UP.
- 13.3. The Supplier is in default by operation of law by merely violating or failing to comply with the provisions of this Article and will owe UP an immediately payable penalty of €10,000 (in words: ten thousand euros) per violation, and insofar as it concerns a violation that continues over time, €1,000 (in words: one thousand euros) per calendar day that the violation and/or non-compliance continues. UP has the right to claim compensation from the Supplier instead of imposing a penalty. Compliance with the obligation to pay the penalty will not release the Supplier from its obligations under this Article.

14. Applicable law and competent court

- 14.1. Legal relations between UP and the Supplier are governed exclusively by Dutch law.
- 14.2. Any disputes arising from the Assignment and related agreements will be settled by the competent court in the district of Zeeland-West-Brabant, location Breda, unless mandatory rules of jurisdiction prevent this.

15. Final provision

- 15.1. If this Assignment contains one or more statements that are found to be void or are declared non-binding, the legal validity of the other provisions of this Assignment will not be affected and the Parties hereby undertake to discuss and agree on an arrangement which corresponds to the intention of the Parties when entering into this Assignment as closely as possible.
- 15.2. Additions or changes to this Assignment must be agreed in writing by the Parties through a document signed by both Parties.