



GENERAL DELIVERY AND PAYMENT TERMS

From: **Live Communication & Events B.V.** registered at the Chamber of Commerce of Eindhoven under No 17250466.

These general delivery and payment terms also apply to additional and subsequent orders. They relate to hire, sales, installation, repairs and maintenance pursuant to an order from a commercial party.

If any discrepancy appears to exist between the different language versions of these delivery and payment terms, the text of the version in Dutch shall prevail over all translated versions.

Section 1

- Article 1. Definitions
- Article 2. Applicability
- Article 3. Offers, Orders and Agreements
- Article 4. Models, demos and images
- Article 5. Performance of the agreement/installation/repairs/ maintenance
- Article 6. Delivery
- Article 7. Delivery, inspection and complaints
- Article 8. Transfer of risk
- Article 9. Force Majeure
- Article 10. Amendment to the articles of association and dissolution
- Article 11. Cancellation
- Article 12. Price and costs
- Article 13. Payment
- Article 14. Collection costs
- Article 15. Warranty
- Article 16. Liability and Indemnity
- Article 17. Intellectual property and copyright
- Article 18. Packaging
- Article 19. Export
- Article 20. Retention of title
- Article 21. Retention
- Article 22. Personnel
- Article 23. Provision of staff

Section 2

- Article 24. Special provisions for commercial hire
- Article 25. Damage insurance
- Article 26. Special provisions for service and maintenance agreements
- Article 27. Special provisions for service agreements
- Article 28. Special provisions for installation
- Article 29. Special provisions for power supply
- Article 30. Confidentiality
- Article 31. Translations of these Terms
- Article 32. Disputes
- Article 33. Applicable Law



Section 1

Article 1 Definitions

In these General Terms, the following terminology shall be used to mean the following unless expressly stated otherwise:

“Live Communication & Events B.V.” hereinafter referred to as **“LC&E BV”**: as the user of these General Terms, in its capacity as supplier, seller, lessor and/or installer;

“Counterparty”: the counterparty of LC&E BV, in its capacity as client, buyer and/or lessee;

“Order/Agreement”: the agreement entered into by and between LC&E BV and the Client;

“Parties”: LC&E BV and the Client;

“Terms”: these Terms.

Article 2 Scope of application

2.1 These Terms apply to every Order, Offer and Agreement by and between LC&E BV and the Client insofar as these Terms are not expressly derogated from in writing by the parties.

2.2 The present Terms also apply to all Agreements with LC&E BV for the performance of which LC&E BV makes use of the services of third parties, and to all other applicable legal relationships between the Parties.

2.3 The applicability of any of the Client's Terms is expressly excluded.

2.4 In the event that LC&E BV enters into more than one agreement, these Terms shall always apply with respect to subsequent agreements irrespective of whether or not their application has been expressly declared.

2.5 Insofar as special terms derogate from the General Terms, the special terms shall prevail.

2.6 If one or more provisions of these General Terms are invalid or declared invalid, the remaining provisions of these General Terms shall remain applicable.

Article 3 Offers, Orders and Agreements

3.1 All Offers, whatsoever their form, shall be non-binding unless expressly agreed otherwise in writing by LC&E BV.

3.2 All Offers, whatsoever their form, shall have a validity of no more than 30 days from the date of the Offer.

3.3 LC&E BV reserves the right to charge to the Client all costs that it has needed to incur for the purposes of preparing an Offer and/or estimate in the event that no Agreement is entered into as a result of the said Offer and/or estimate.

3.4 Orders and Agreements to which LC&E BV is a Party shall be deemed to be entered into: after the Agreement drawn up for that purpose is signed by both Parties; after receipt and confirmation of the written acceptance by the Client of an offer made by LC&E BV; or, failing that, after delivery to the Client and acceptance of the goods by the Client.

3.5 In the case of verbal agreements, the invoice shall be deemed to accurately and fully represent the Agreement, subject to a cooling-off period of 30 days from the invoice date.

3.6 In the event that LC&E BV receives an additional verbal order from the Client, a member of the Client's staff or one of the Client's representatives during the performance of the Agreement and the Client has accepted - or has not protested to - this additional order when the work is complete, LC&E BV may deem this additional order to have been made pursuant to the Client's request and the prices and rates offered by LC&E BV.

3.7 If it becomes evident during the performance of the Agreement that it is necessary to amend and/or add to the work to be carried out for the due performance thereof, the Parties shall proceed to amend the Agreement in a timely manner and in consultation with each other. In the event that the Parties amend and/or add to the Agreement, the deadline for completion of the work shall be amended accordingly.



- 3.8** In the event that LC&E BV is required to make new drawings, plans, calculations etc. for the purpose of amending the Agreement, the associated costs incurred by LC&E BV shall be charged as an extra to the Client.
- 3.9** In the event that a natural person enters into an Agreement for and on behalf of another natural person, this person declares - by signing the contract - to be authorized for this purpose. The said natural person shall be jointly and severally liable with the other natural person for all obligations arising from such an Agreement.
- 3.10** LC&E reserves the right to refuse an Order without providing reasons therefor.
- 3.11** In the event that the confirmation by the Client differs in content from the offer made, this confirmation shall be non-binding for LC&E BV. In such a case, the Agreement shall not come into effect in accordance with this differing confirmation unless LC&E agrees otherwise.
- 3.12** The prices in the offers are in euros and exclusive of VAT and other government duties, fees and taxes unless the Parties have expressly agreed otherwise.
- 3.13** In the event that LC&E BV takes on the responsibility for sending the goods purchased, LC&E BV shall charge the Client separately for the transport and packaging costs.
- 3.14** In the event that the goods are delivered on the basis of Cash on Delivery, LC&E BV shall charge the associated COD costs to the Client.
- 3.15** A combined estimate does not oblige LC&E BV to fulfil part of the order for a corresponding proportion of the stated price;
- 3.16** Offers or estimates shall not apply to subsequent orders.

Article 4 Models, demos, and drawings

- 4.1** Where the Client is shown a model, demo, drawing or similar, this shall always be deemed to serve as an example unless it is expressly agreed that the items to be

provided shall correspond fully with the model, demo, drawing or similar.

- 4.2** The models, drawings, prices, amounts, measurements, specifications, weights and/or descriptions contained in the catalogues, offers, advertisements or price list are shown only as an example.

Article 5 Performance of the Agreement/ installation/repairs/maintenance

- 5.1** LC&E BV shall perform on the Agreement to the best of its ability and in accordance with the rules of good workmanship, pursuant to the agreement made by and between the Parties.
- 5.2** LC&E BV shall establish the manner in which the Agreement is to be performed on, unless otherwise agreed in writing by the Parties.
- 5.3** LC&E BV shall not be liable for damage, irrespective of its nature, resulting from incorrect or incomplete information provided by the Client unless the fact that this information was incorrect or incomplete was known to LC&E BV.
- 5.4** If and insofar as the good performance of the Agreement requires, LC&E reserves the right to subcontract work to third parties.
- 5.5** Where the Client has taken on the delivery of certain materials and/or the performance of part of the work itself, the Client shall be liable in the case of late supply or late completion thereof.
- 5.6** The Client is responsible for the timely provision of all information and authorizations that LC&E BV indicates are necessary, or that the Client ought reasonably to understand to be necessary, for the performance of this Agreement. If the information required for the performance of this Agreement is not supplied to LC&E BV on time, LC&E BV shall be entitled to suspend the performance of this Agreement and/or to charge the Client for any additional costs arising from the delay in accordance with the applicable prices.
- 5.7** If the Agreement is to be fulfilled in stages, LC&E BV may suspend the fulfilment of



those elements that belong to another stage until such time as the Client has approved the results of the previous stage in writing.

- 5.8** If the start or continuation of the work is delayed due to factors for which the Client is responsible, any damage and costs arising therefrom for LC&E BV shall be compensated by the Client.
- 5.9** If work is carried out by LC&E BV or by third parties hired by LC&E BV within the scope of the Agreement on the premises of the Client or in a location indicated by the Client, the Client shall provide the facilities that are reasonably required by the staff free of charge.
- 5.10** The Client shall ensure that LC&E BV can make use of the following in good time:
- clean rooms where the work must be carried out;
 - sufficient room for delivery, storage or pick up of materials and tools;
 - connections for equipment;
 - drawings of the position of cables, tubes and pipes.
- 5.11** The Client shall itself ensure:
- that all obstacles that hinder the performance of the work are removed;
 - that effective safety measures are in place in the workplace in which the work is carried out.
- 5.12** The Order includes all the work described in the offer. Where necessary, it includes training or instruction on operation or installation. LC&E BV shall determine the start time and duration of the training and accepts no liability herefor.
- 5.13** The Client shall hold LC&E BV harmless against any third party claims of damage sustained relating to the performance of the Agreement where the damage is attributable to the Client.

Article 6 Shipping

- 6.1** Goods shall be sent to the address at which LC&E BV shall carry out the work unless agreed otherwise by the Parties.

- 6.2** If LC&E BV is to provide goods, these shall be sent to the last address provided by the Client to LC&E BV.

- 6.3** The Client must receive or accept the goods immediately upon their delivery. Should goods be available for the Client, or delivered at the Client's premises but not accepted by the Client, irrespective of the reason, the delivery shall be deemed to have taken place by way of a written communication by LC&E BV.

- 6.4** Should the Client refuse delivery or be negligent in the provision of information or instructions that are necessary for the delivery, LC&E BV reserves the right to store the goods at the expense and risk of the Client. Should the Client not accept the goods within 3 days, LC&E BV reserves the right to sell or hire the goods to another party. Any damage suffered by LC&E BV as a result of the resale or hire of the goods, such as loss of profits, shall be borne by the Client. The damages shall at least amount to the total order value.

- 6.5** Should LC&E BV require information from the Client in order to fulfil the Agreement, the delivery timescale shall begin after the Client has provided this information to LC&E BV.

- 6.6** If LC&E BV has provided a delivery timescale, this only serves as an indication. A delivery timescale provided shall not be considered a deadline. If a timescale is exceeded, the Client must notify LC&E BV of its default and grant a reasonable timescale.

- 6.7** LC&E BV reserves the right to ask for advance payment. The delivery to the Client or the performance of services shall take place once this advance payment has been made, unless otherwise agreed by the parties.

Article 7 Delivery, inspection and complaints

- 7.1** The Client is required to inspect - or ask for the inspection of - the goods purchased, or the work carried out, as part of the order upon completion or delivery. Any complaints about the work or goods delivered must be communicated forthwith



to LC&E BV. Any notice of default must be contain as much detail as possible as to the shortcoming identified in order to enable LC&E BV to respond accordingly.

7.2 Any damage to the packaging or goods must be noted on the bill of lading/packing list and communicated in writing to LC&E BV.

7.3 The work shall be deemed to have been correctly delivered if the entire order has been delivered ready to use to the Client, or if the Client has started to use it.

7.4 The following may not form the basis of a complaint:

- a difference in colour, specification, volume, weight and measurements of less than 10%;
- misprints, print errors or typos in the catalogue/website/Offer/ price list.

7.5 LC&E BV shall handle the complaint upon receipt of the notice.

7.6 The Client continues to be obliged to accept and pay for the goods purchased even if a complaint is made on time. Damaged goods that the Client wishes to return may only be returned with prior written authorization by LC&E BV. The returns must be sent postage paid, undamaged, and in the original packaging.

7.7 In the event that a complaint is founded, LC&E shall repair the goods delivered, unless this has been shown by the Client in the meantime to have become futile. In the latter case, the Client must notify LC&E BV of this in writing. LC&E BV's liability is limited in all cases to the terms contained in the Articles "Guarantee" and "Liability".

Article 8. Transfer of risk

8.1 In the event that the Client refuses to accept the goods, the claims of LC&E BV against the Client, including the costs of transport and storage, shall immediately become payable.

8.2 The risk of loss or damage of the goods that form part of this Agreement shall be transferred to the Client at the time of the legal or effective delivery of the goods to the Client with the goods in the Client's possession or in that of a third party

indicated by the Client, or at the time at which the goods are ready for delivery, or in all cases after the Client has been notified of the same in writing.

8.3 In the event that LC&E BV takes on the transport of the goods that form part of the Agreement, this occurs entirely at the risk and expense of the Client. The Client is responsible for acquiring a suitable insurance policy unless the Parties have agreed otherwise.

Article 9 - Force majeure

9.1 The Parties are not required to comply with any obligation if prevented from doing so as a result of a circumstance that is not attributable to gross negligence or intent on the part of the Party invoking it and for which they cannot be held accountable by virtue of the law, a legal instrument or generally accepted views.

9.2 In addition to that which is laid down by law and case law, under these General Terms, force majeure shall be understood to mean all external causes, foreseen or unforeseen, beyond LC&E BV's control, and as a result of which LC&E BV is unable to fulfil its obligations. Strikes in LC&E BV, computer and electricity problems, viruses, sick leave of LC&E BV's staff, traffic congestion, adverse weather conditions, impediments to export, robbery, fire, and a delay to the delivery of parts by LC&E BV's suppliers, are all deemed to constitute force majeure.

9.3 The Parties may suspend their obligations under the Agreement for the period for which the force majeure persists. If this period is longer than two days, either Party will be entitled to terminate the Agreement, without being obliged to pay compensation to the other party.

9.4 Insofar as LC&E BV has partially fulfilled or will be able to partially fulfil its obligations under the agreement at the time the force majeure sets in, and that portion of the obligations that has been or will be fulfilled has some independent value, LC&E BV will be entitled to separately invoice the portion that has been or will be fulfilled.



Article 10 Suspension and termination

10.1 LC&E BV is entitled to suspend the fulfilment of its obligations or to terminate the Agreement with immediate effect, if:

- the Client fails to fulfil the obligations arising from the Agreement, or does not do so fully or on time;
- after entering into the Agreement, LC&E BV becomes aware of circumstances that give it good reason to fear that the Client will not fulfil the obligations arising from the Agreement, or will not do so fully or on time. In the event that there exists good reason to fear that the Client will fulfil its obligations only partly or will not do so properly, suspension is only permitted insofar as the shortcoming justifies such action;
- the Client is asked to offer a guarantee, upon entering into the Agreement, that the obligations arising from the Agreement shall be fulfilled, and this guarantee is not provided or is insufficient.

10.2 In addition, LC&E BV shall be entitled to cancel this Agreement or have it cancelled in the event that circumstances occur which are of such a nature as to render compliance with this agreement impossible, or it would be unfair or unreasonable to demand so, or in the event that any other circumstances occur which are of such a nature that this Agreement cannot be reasonably expected to remain in effect in non-amended form.

10.3 If the agreement is terminated, any claims of LC&E BV against the Client will become immediately due and payable. In the event that LC&E BV suspends the compliance with obligations, it shall retain its claims arising from the law and this Agreement.

10.4 LC&E BV shall at all times reserve the right to claim compensation.

Article 11 Cancellation

11.1 If the Client wishes to cancel the Agreement after the Agreement has been made but prior to the start of the performance of the said agreement, 30% of the order price shall be charged to the Client as a cancellation fee, without prejudice to the right of LC&E to claim full compensation including for loss of profits.

For cancellations within 10 days of the delivery date, 50% of the order price shall be charged to the Client as a cancellation fee. For cancellations within 24 hours of the start of the contract, the full contract price shall be charged to the Client.

11.2 In the event that upon cancellation, the Client refuses a delivery goods bought and/or produced especially for the Client, whether or not processed or adapted, the Client is also obliged to take delivery of these goods and pay the sales price to LC&E BV.

11.3 Where goods are (temporarily) unavailable for delivery, LC&E BV shall notify the Client of this fact within one month of the order. In that case, the Client may opt to cancel the Order free of charge.

11.4 In the event that the Client has already paid LC&E BV for the goods, the Client shall be reimbursed, or a settlement shall take place.

11.5 Cancellation must occur by registered mail.

Article 12 Price and costs

12.1 LC&E BV may increase prices if it appears during the performance of the Agreement that the original agreed or expected amount of work is exceeded by 10% or more which means that LC&E BV cannot reasonably be expected to carry out the work agreed to for the price originally agreed to.

12.2 LC&E BV may pass on price increases after 3 months if between the time of offer or estimate and the performance of the agreement or delivery there is a price difference of more than 5%, for example relating to social security, income tax, exchange rates, salaries, raw materials, semi-finished products or packaging.

12.3 LC&E BV shall inform the Client of its intention to increase prices or rates in writing. LC&E BV shall include an explanation of the nature of the increase and the date on which this enters into force.



12.4 For orders of less than €250.00, €25.00 shall be charged for postage and administration fees.

Article 13 Payment

13.1 The payment must be made in cash or in advance against a pro forma invoice or within the term agreed in the manner indicated by LC&E BV and in the currency stated. Where the Parties have not agreed on payment terms, the payment must be made within 14 days of the invoice date. Disputes relating to the amount of the invoices shall not suspend the payment obligation.

13.2 LC&E BV reserves the right to charge in advance between 0-100% of the purchase price or order price when the contract comes into effect. LC&E BV shall deliver the goods purchased or hired once this advance payment is received.

13.3 If the Client has not paid within the term agreed this shall automatically constitute a default. The Client shall from that time be subject to the payment of interest of 1.5% per month or part thereof unless the legal interest for commercial transactions is higher, in which case the legal interest rate applies. The interest on the amount due shall be charged from the time at which the Client began to be in default until such time as the full amount is settled.

13.4 In the event of liquidation, (request for) bankruptcy, receivership, death, debt restructuring pursuant to the Debt Restructuring for Natural Persons Act, seizure or (temporary) suspension of payments of the Client, the claims from LC&E BV shall become immediately due and payable.

13.5 Payments made will in the first instance be used to settle costs, subsequently to settle interest due and finally to settle the principal and accrued interest.

13.6 Should the Client, for whatever reason, have one or more counter-claim(s) against LC&E BV, or anticipates such a counter-claim, the Client waives the right to off-set in respect of such a claim. Said waiver of the right to off-set also applies if the Client has requested (temporary) suspension of payment or is declared bankrupt.

Article 14 Collection costs

14.1 If the Client is in default or fails to meet obligations or fails to meet them on time, all reasonable costs incurred for obtaining payment without involving the courts shall be borne by the Client. The Client shall in all cases be liable for any collection costs in the event of any monies needing to be claimed. The collection costs shall be calculated in accordance with the collection costs advised by the Dutch Bar Association, with a minimum of €350.00.

14.2 If LC&E BV has incurred higher costs and these higher costs were necessary and within reason, these will also be subject to a claim for reimbursement. Any legal and seizure costs shall also be borne by the Client.

Article 15 Guarantee

15.1 The goods delivered by LC&E BV comply with the technical specifications established by the manufacturer.

15.2 Any guarantee must be agreed in writing.

15.3 This guarantee is in any event limited to manufacturing faults and therefore does not include damage caused by the Client's - or a third party's - improper, careless or inexpert use/maintenance or non-compliance with the instructions for use or maintenance instructions; manufacturer's guarantee, delivery to Clients in the EU; repair of goods;

15.4 This guarantee shall expire:

- upon resale of the goods delivered unless the Parties have expressly agreed otherwise;
- if the goods delivered have been processed, amended, changed or repaired by the Client or a third party;
- if the goods purchased have not undergone annual maintenance or inspection.

15.5 A claim on a guarantee can only be made against presentation of the invoice or repair note.

15.6 Where the Client has not complied with obligations arising from the Agreements entered into by the Parties, no claims may



be made against the guarantee.

Article 16 Liability and indemnity

- 16.1** Should LC&E BV be liable, this liability shall be limited to that described in this provision.
- 16.2** LC&E BV shall in no case be liable for:
- defects, damage, faults and breakages that have remained unnoticed in goods approved by the Client;
 - defects, damage, faults and breakages resulting from an incorrect installation or use by the Client or a third party
 - for indirect damage, including consequential damage, loss of profits, loss of savings and damage resulting from an interruption of business;
 - damage resulting from raw materials or materials that have been banned due to a change in environmental laws since the Agreement was made; damage resulting from misuse, inexpert, or unprofessional use by the Client or third parties of the goods delivered, or from not obeying the instructions for use.
- 16.3** If LC&E BV is liable for damage, this liability shall be limited to a maximum of the amount to be paid out by LC&E BV's insurer and in any event to a maximum of the invoice amount or in any event to the portion of the invoice amount that the liability relates to.
- 16.4** LC&E BV shall under no circumstances be liable for damage arising from advice and instructions given. Advice and instructions are always given on the basis of facts and circumstances known by LC&E BV and in consultation with the Client, for which LC&E BV always takes the intention of the Client as guidance and as a starting point.
- 16.5** Any claims for damage must be submitted to LC&E BV in writing immediately upon the damage occurring.
- 16.6** The Client shall be responsible for copying or making a security copy of information storage devices prior to the delivery of goods, data, files, materials and/or products. The Client must keep these in case this data is lost or becomes unusable during its storage with LC&E BV. In such a case, the Client shall

be responsible for providing this data again at the request of LC&E BV.

- 16.7** Where the Client provides information storage devices, electronic files or software etc. to LC&E BV, the Client guarantees that these information storage devices, electronic files or software etc. are free of viruses and defects.

- 16.8** The limitation of liability included in these Terms does not apply if the damage is attributable to intent or gross negligence of LC&E BV or those working under its management.

Article 17 Intellectual property and Copyright

- 17.1** Without prejudice to the provisions of the General Terms, LC&E BV retains the rights and powers to which LC&E BV is entitled under intellectual property law and copyright law.
- 17.2** All goods sold and/or hired out by LC&E BV and all designs, sketches, drawings, files, software, components and brochures provided are intended only for use by the Client and may not be reproduced, sold, modified, processed, photocopied, reproduced, published or disseminated to third parties without the permission of LC&E BV, the nature of the goods sold or items provided permitting.

Article 18 Packaging

- 18.1** If LC&E BV is responsible for providing durable packaging, the Client must return the packaging within 10 days of delivery, empty, cleaned and undamaged. All costs for repair, replacement, and cleaning shall be exclusively borne by the Client. For every month that the return of the packaging is delayed, LC&E BV shall charge the Client €25.00

Article 19 Export

- 19.1** Unless agreed otherwise in writing, payment for export transactions shall occur by way of an irrevocable letter of credit issued and confirmed by a Dutch bank.
- 19.2** The Client guarantees that in the event that an import certificate or licence is required by the destination country for the



import of goods, such an import certificate or import licence is or shall be obtained prior to shipment, failing which the Client shall be liable for any damage arising herefrom.

Article 20 Retention of title

- 20.1** All equipment, software and materials, whether processed or unprocessed, and whether or not installed, remain the property of LC&E BV until the Client has complied with all its obligations arising from all Agreements entered into with LC&E BV.
- 20.2** A non-possessory pledge rests upon the goods delivered. This pledge shall lapse once the Client has fulfilled all its obligations arising from all Agreements made with LC&E BV.
- 20.3** The Client is obliged to obtain and maintain insurance policies for the goods delivered under retention of title against fire, explosion and water damage as well as against theft. This insurance policy must be produced for inspection on first request.
- 20.4** Any monies paid out by the insurance company shall take the place of the aforementioned goods and must go to LC&E BV. The Client is not permitted to sell, pledge or otherwise encumber goods covered by the retention of title.
- 20.5** If third parties seize goods delivered subject to retention of title or attempt to establish or enforce rights thereupon, the Client is obliged to inform LC&E BV of this fact forthwith.
- 20.6** In the event that LC&E BV wishes to exercise its rights of title set out in this Article, the Client gives unconditional and irrevocable permission to LC&E BV or to third parties assigned by it to access all areas in which the property of LC&E BV is located and recuperate possession of these goods, on penalty of a fine of 20% of the replacement value of the goods per day.

Article 21 Retention

- 21.1** LC&E BV reserves the right to retain goods at the expense and risk of the Client

and/or owner until all claims by LC&E BV that are due and payable have been settled.

- 21.2** Under no circumstances may the Client invoke vis-à-vis LC&E BV any postponement of payment that it has been granted expressly or otherwise in respect of previous orders of goods.

Article 22 Staff

- 22.1** The Client is not permitted to enter into an employment relationship with a member of staff or employee of LC&E BV without written consent from LC&E BV during, and within 1 year of, the performance of the Agreement.
- 22.2** In the event that the Client enters into an employment relationship (direct or otherwise) with a member of staff without consent from LC&E BV, the Client shall be liable to compensate LC&E BV with at least six times the gross monthly salary of the said member of staff, based on a 40-hour week. In addition, the Client shall be obliged to fully fulfil all obligations arising from the Agreement existing between the Parties.
- 22.3** The Client is not authorized to enter into Agreements directly with an employee or member of staff of LC&E BV, failing which the Client must compensate LC&E BV for any damage arising therefrom.
- 22.4** LC&E BV shall under no circumstances be liable for commitments made or adopted by an employee himself/herself with the Client or third parties without LC&E BV's knowledge. The Client shall hold LC&E BV harmless against any claims in this regard, including those relating to LC&E BV's liability as the employer of the employee.

Article 23 Staff availability

- 23.1** A member of staff is understood to include consultants, programmers, project managers, engineers, installers and operators.
- 23.2** Where the Client wishes to use a member of LC&E BV's staff, this must be notified to LC&E BV in a timely manner in



order to arrange schedules accordingly. The Client must in this respect provide details of the number of hours of the member of staff's time deemed necessary.

- 23.3** The costs for hiring a member of staff shall be charged separately based on an hourly rate.
- 23.4** It is only permitted for a member of staff to be hired for one or more periods of four consecutive hours. If a member of staff works for fewer than four hours within a four-hour period, LC&E BV reserves the right to charge for four hours.
- 23.5** The member of staff shall carry out the orders of the Client to the best of his/her abilities and in accordance with good practice and under the risk and responsibility of the Client.
- 23.6** The member of staff shall obey instructions and orders of the Client where he/she is made aware of these in a timely manner and where these are necessary for the performance of the task.
- 23.7** In the event of a difference of opinion on how to perform the task between the Client and the member of staff, or where the member of staff calls in sick, the Client must inform LC&E BV of this forthwith. Where necessary, LC&E BV shall take responsibility for providing a replacement.
- 23.8** The Client is under no circumstances permitted to offer the services of the member of staff to third parties. This prohibition also applies to offering the services of the member of staff to a third party that forms part of the same group as the Client or in the case that the third party is a subsidiary or parent company of the Client.
- 23.9** Pursuant to Article 7:658 of the Dutch Civil Code, the Client has a duty of care for ensuring the safety of the member of staff and preventing harm being suffered by this member of staff in any way. In the event of an occupational accident or illness, the Client must involve any competent bodies in accordance with the current regulations. Except in the case of wilful misconduct or gross negligence by the member of staff, the Client is obliged to compensate the

member of staff for any harm suffered while performing his/her duties including out-of-court debt collection costs as well as any costs of litigation. In the event of the member of staff's death, compensation shall be paid, including compensation for loss of life as well as the funeral expenses, to the persons entitled to this pursuant to Article 6:108 of the Dutch Civil Code.

- 23.10** If the member of staff suffers harm owing to goods belonging to the member of staff becoming damaged or unworkable during the performance of the work, the Client is obliged to fully indemnify the member of staff, including against legal and non-legal costs.
- 23.11** The Client is obliged to be sufficiently insured for liability on the basis of this Article. The Client holds LC&E BV harmless against any claims as set out in this Article where these claims are brought against LC&E BV.
- 23.12** Liability of LC&E BV for damage caused by the member of staff to the Client or third parties is expressly excluded. Where LC&E BV is nevertheless held liable for any damage caused by the member of staff, the Client shall hold LC&E BV harmless against such liability. The Client is also obliged to be sufficiently insured pursuant to this indemnity and ensuing liabilities. LC&E BV shall under no circumstances acquire liabilities ensuing from commitments entered into or that exist between the member of staff and the Client or third parties.
- 23.13** LC&E BV shall under no circumstances be liable for commitments made or adopted by an employee himself/herself with the Client or third parties without LC&E BV's knowledge. The Client shall hold LC&E BV harmless against any claims in this regard, including those relating to LC&E BV's liability as the employer of the employee.
- 23.14** The indemnity as set out in this Article also includes all legal and non-legal costs incurred by LC&E BV.



Section 2

Article 24 Special provisions for commercial hire

Paragraph I General

1. LC&E BV undertakes to hand over to the Client the goods to be described as follows for the purpose of hire and the Client undertakes to accept these goods belonging to LC&E BV for the purpose of hire.
2. The Client undertakes to pay the price agreed for the hire and all fees and costs arising from this Agreement, and to return the hired goods once the hire period has come to an end, in both cases observing the provisions that follow. The return of goods is understood in these provisions to mean the return to LC&E BV of the goods in their original condition by the Client.

Paragraph II Hire term

1. The hire shall be for a length of time agreed upon by the Parties, starting from the agreed delivery date and ending on the agreed return date. If the goods hired are returned prior to the agreed return date, the hire price shall continue to be owed for the entire length of hire agreed.
2. If the goods hired are not used for the purpose of the hire within the agreed length of time for any reason, the Client shall nevertheless owe the hire price for the entire length of time agreed, during which the hired goods shall continue to be held at the risk and expense of the Client. If the Client does not immediately take the goods hired for the purposes of hire after being required to do so by way of a notice, LC&E BV reserves the right to freely make use of the goods, while the agreed hire price continues to be fully owed.
3. Any cancellation of an agreement for hire must occur in writing. Cancellations between 6 and 1 working day from the start of the hire shall be subject to a fee of 50% of the price of the hire paid by the Client to LC&E BV. Cancellations within 24 hours of the start of the hire shall be subject to payment of the full price of the hire paid by the Client to LC&E BV unless

the Parties have agreed otherwise in writing.

Paragraph III Provision

1. The Client must pick up the goods hired from the delivery location agreed upon.
2. LC&E BV shall be responsible for ensuring that the goods hired comply with any pertinent Dutch regulations.
3. The Client has the right to test the goods hired, or have them tested, prior to acceptance. Where the Client does not make use of this right, the goods hired shall be deemed to have been delivered in good condition, complete and in accordance with the agreement.
4. The Client shall be liable for any damage to the site or damage to goods within the site.

Paragraph IV Risk

1. The goods are hired at the risk of the Client for the entire duration of the hire irrespective of the event, act or failure to act that may have caused any damage,

therefore also in the case of force majeure. The Client is obliged to compensate for any damage to hired goods at the replacement value of said goods.
2. If a public space or a site belonging to third parties is used during the hire period, the Client is obliged to ensure that the necessary licences have been granted by the rightful party.
3. The Client shall hold LC&E BV harmless against any claims by third parties in connection with the goods hired.

Paragraph V Use

1. During the hire period, the Client shall be responsible for using the hired goods in accordance with their nature and purpose and to use them responsibly, maintain them and protect them against theft and damage.
2. During the hire period, any necessary repairs shall be carried out by or on behalf



of LC&E BV. The Client may only itself repair or have repairs carried out by specialists further to prior agreement in writing and in this case, only original parts may be used.

3. During the hire period, LC&E BV at all times reserves the right to inspect the condition of the goods and the manner in which they are being used. The Client must immediately allow access to the hired goods on first request.
4. The hired goods are not permitted to be used by third parties, sold, or sub-let, nor are any of the rights arising from the hire agreement permitted to be transferred in whole or in part to third parties without express prior permission from LC&E BV.

Paragraph VI Return

1. Once the hire period has finished, the Client is obliged to return the hired goods, complete, in their original condition and clean.
2. Failure to comply with the obligation to return shall lead to the Client being liable for any damage and costs arising therefrom including loss of income by LC&E BV. The Client is also obliged to return all accompanying documents and accessories to LC&E BV at the time of return of the goods themselves under the same Terms.
3. If the Client fails to return the hired goods on the agreed date, LC&E BV reserves the right to cancel the Agreement and collect the goods or have them collected without notice of default or intervention by the courts, without prejudice to the right of LC&E BV to make a claim against the Client for any damage arising herefrom. If this situation occurs, LC&E BV shall inspect the goods for potential damage and breakage. LC&E BV shall report its findings to the Client regarding the condition of the hired goods immediately and offer the hirer the opportunity to inspect the goods.

Paragraph VII Liability

1. LC&E BV is subject to no more liabilities than those set out in these Terms.

2. LC&E is not liable for any damage suffered by the Client or third parties resulting from force majeure, disruption in LC&E BV's business, failure to supply or delay in supply, replacement or repair where necessary as a result of normal wear and tear of the hired goods.
3. Any liability of LC&E BV vis-à-vis the Client shall be limited to the amount that LC&E BV's insurance company pays out in respect of this liability. Any liability that exceeds the amount reserved for this purpose or any liability that is not covered by insurance shall be expressly excluded.
4. Any claims of damage must be delivered in writing to LC&E BV immediately upon such damage occurring.
5. Limitation of liability for damage described in these Terms shall not be valid where the said damage is attributable to intent or gross negligence of LC&E BV or those working under its management.

Paragraph VIII Complaints

1. Any complaints will only be handled by LC&E BV if these have reached LC&E BV directly within 1 day after the delivery of the goods and/or services in writing and including an accurate description of the nature and reason for the complaint.
2. Complaints relating to invoices must also be submitted in writing and within 8 days of the invoice date.
3. Once these deadlines have passed, the Client shall be deemed to have approved the goods and/or services and their respective invoices.
4. If the Client's complaint is accepted as founded, LC&E shall immediately take the appropriate measures.
5. Complaints from the Client do not in any way suspend its payment obligations.

Paragraph IX Termination

In the event of termination of the contract, the Client shall be obliged to immediately return the goods hired.



Article 25. Damage protection plan

If the Client hires audio-visual and/or computer equipment including installation and uninstallation from LC&E BV, the Client shall automatically be included in the damage protection scheme unless it has confirmed in writing upon entering into the Agreement that it does not wish to make use of this. If the Client opts not to make use of the damage protection scheme, any damage and/or missing items shall be charged at the full replacement value. LC&E BV shall also reserve the right to request (additional) guarantees from the Client in order to enter into the Agreement.

In the event that the Client takes part in the LC&E BV damage protection scheme for the hired goods, the following terms shall apply for audio-visual and computer equipment.

- For all audio-visual and computer equipment, a percentage of 8% shall be charged, calculated on the gross amount of the hire for the length of time that the equipment is handed over to the Client. A minimum of €15.00 per hire contract applies.
- The damage protection scheme includes cover within Europe against damage and theft of audio-visual and computer equipment.

The Client shall at all times be liable for an excess of 15% of the damage or replacement value of the hired goods per occurrence.

- Provision must be made by the Client to enable LC&E BV to ensure sufficient theft prevention measures on the site. Installation and uninstallation by LC&E BV are consequently conditions thereof unless agreed to otherwise in writing with the Client.
- In the event of damage and/or loss of the hired goods, the Client is obliged to immediately inform LC&E BV and in the event of theft or vandalism, to report this to the police within 24 hours and send the original of the police report to LC&E BV by return.

Exemptions

- The damage protection scheme shall not provide cover in the event of intent and/or

gross negligence of the Client, including that of support staff hired by the Client or other third parties reporting to the Client, and LC&E BV shall reserve the right to charge the full amount of damage or the replacement value of the items to the Client in that case.

- Damage and/or loss that takes place during the build up and break down at trade fairs and events shall not be covered by the damage protection scheme.
- If it appears that providing sufficient security is not possible or not sufficiently possible, or the associated costs do not appear in proportion to the hire amount, LC&E BV reserves the right to cancel the damage protection scheme on the spot. In that case, the Client shall have the choice as to whether to cancel the hire in whole or in part or to continue with it without entering into the damage protection scheme. In the event of cancellation, the client shall be liable to pay 50% of the total rental price to LC&E BV. In addition, LC&E BV reserves the right to pass on the cost of actual damage to the Client. The Client may make no claim of any nature whatsoever for compensation in this respect.
- In the event of "loose hire" (not including installation and uninstallation), no damage protection scheme applies. In this case, the Client shall be fully liable for the replacement value of the hired goods.
- LC&E BV reserves the right to decline participation in the damage protection scheme in advance under such circumstances

Article 26 Special provisions for service & maintenance agreements

26.1 In the event that the Parties have not entered into a service/maintenance agreement, the Client must pay LC&E BV for all service/maintenance costs.

26.2 A service/maintenance agreement shall be entered into with a duration of at least one year. The costs relating to this agreement shall be billed in advance.

26.3 Unless otherwise agreed, the Client may not terminate a fixed-term agreement prior



to the end of that term.

26.4 Where the Client does not wish to extend an annual contract, a notice period of two months prior to the contract end date applies; in the event that no notice has been received of cancellation of the fixed-term agreement, the Agreement shall automatically be extended for the same term.

26.5 In the event that the Agreement is cancelled prior to the end of its term by LC&E BV, LC&E BV shall, in consultation with the Client, take responsibility for the transfer of work pending to third parties, unless the facts and circumstances of the cancellation are attributable to the Client.

26.6 A non-fixed-term agreement can at all times be cancelled by the Parties in writing, subject to a notice period of a minimum of 2 months.

26.7 Cancellation or termination of an Agreement must occur in writing by registered mail.

Article 27 Special provisions for service agreements

27.1 The service agreement is an agreement between LC&E BV and the Client on the basis of which the maintenance for a specific number of pieces of equipment (based on serial numbers) is subcontracted to LC&E BV.

27.2 The repair and revision of equipment in the following cases is expressly excluded from the service agreement:

- incorrect or improper use of the equipment;
- power cuts, fire and theft, water damage, strikes or any other external causes;
- failure to carefully carry out daily maintenance described in the documentation provided to the Client insofar as this must be carried out by the Client, or late notification by the Client of incorrect performance of the equipment;
- change in location in which the equipment was originally placed unless this change in location has been carried out by LC&E BV or on the instruction of LC&E BV.

27.3 LC&E BV reserves the right to terminate the service agreement at any time subject to notice in writing of 3 months without providing any reasons.

27.4 The work included within this service agreement consists of preventive and corrective maintenance.

27.5 Corrective maintenance consists of repairing the equipment described if it does not work or offers reduced performance as a result of normal wear-and-tear.

27.6 LC&E BV reserves the right to combine corrective maintenance with preventive maintenance.

27.7 The Client is responsible for allowing free access to the sites to the staff of LC&E BV in order to perform maintenance work.

27.8 The Client is responsible for providing a safe working environment for the staff of LC&E BV in accordance with the Health and Safety at Work Act (Arbo wet).

27.9 LC&E BV reserves the right to have the work described in this service agreement carried out by third parties.

27.10 LC&E BV is free to refuse requests for repair without giving any reason.

27.11 If the Client wishes to receive a cost estimate for repairs, LC&E BV shall provide this to the best of its abilities but with no obligation on the part of LC&E BV to carry out repairs for the estimated amount. Repairs shall take place only on the basis of charging of actual costs incurred.

27.12 If after the request for repair has been issued, the actual costs are found likely to exceed the estimate costs excessively, or if the likely costs are not reasonably proportionate to the value of the goods, LC&E BV shall consult with the Client prior to carrying out the repair or continuing with the repair. If the Client has not made a decision within two days of this consultation, LC&E BV shall not continue with the repair. If the Client has not been reached within two days for consultation, LC&E BV shall not continue with the



repair. In the event that the work is stopped, LC&E BV shall not be liable to compensate the Client for any damage arising therefrom. Any work already carried out by LC&E BV prior to stopping shall be fully charged to the Client unless the Parties have agreed otherwise.

27.13 Repaired goods shall be made available for the Client in LC&E BV's warehouses and the Client shall be responsible for ensuring that the goods have been correctly repaired upon picking them up. No further guarantees apply to repairs with the exception of the guarantee that applies to the new parts fitted insofar as these are not electronic parts.

Article 28 Special provisions Installation

28.1 The installation work shall at all times be offered and included in the agreement on the basis of a quotation unless LC&E BV states otherwise in writing.

28.2 Installation work shall be understood to include all activities that must be carried out by staff of LC&E BV on behalf of the Client in order to ensure that the equipment ordered is installed correctly and appropriately pursuant to the Agreement. Fitting, testing, configuration, design and project management all come under this definition.

28.3 Should it be deemed that after entering into the Agreement, there are additional provisions necessary in order to obtain an appropriate installation, the Client shall assist in making these additional provisions. Should LC&E BV need to make these provisions, this shall constitute a contract extra for the Client.

28.4 The Client is responsible for ensuring that the staff of LC&E BV is able to carry out its work in accordance with the current regulations.

Article 29 Special provisions for power supply

Definitions

1. Stand: units divided by walls and/or paths used for an exhibition.

2. Exhibitor: the user of the stand
3. Power connections: connections installed by LC&E BV to the electricity network of the exhibition building ending at the power terminals in the distribution board of the stand in question
4. Client: the person on whose behalf the power connections are installed and the power is delivered
5. Installation: the electrical cables, light fittings, sockets, and other equipment used. Also included within this definition are the master switch, distribution board and where applicable, the kWh meter.

Terms and conditions

1. All stands must be provided with power connections if electricity is desired.
2. The Client is responsible for the correctness and completeness of power ratings that it provides based on which the power connections are installed by LC&E BV.
3. If the installation inside the stand is carried out by third parties, both the Client and exhibitor must ensure that this installation complies with reasonable requirements, such as the requirements laid down in the N1010 standards, and hold LC&E BV harmless against any claims in respect of this installation made by third parties.
4. Neither the Client nor the exhibitor are allowed to provide the power connections to third parties or share them with third parties or deliver or transfer power to third parties without the express prior permission of LC&E BV.
5. If a kWh meter is available for the Client or exhibitor, this meter must feature a valid seal.
6. The costs of use and administration of the consumption will be charged separately by LC&E BV.

Special provisions

1. LC&E BV shall make every effort to ensure that the power connection is available prior to the start of the exhibition but cannot



under any circumstances guarantee this, and does not accept any liability therefor.

2. LC&E BV cannot guarantee that power will be continuously available. LC&E BV does not guarantee that there are proper provisions for emergencies. LC&E BV accepts no liability for consequences of power cuts, unless these occur as a result of gross negligence or intent by LC&E BV or by third parties hired by it.
3. The Client and exhibitor are obliged to take all necessary measures and exert the utmost care to prevent damage or accidents occurring as a result of malfunctions in the installation or the power connections. LC&E BV accepts no liability and is to be held harmless by the client and exhibitor for damage that occurs as a consequence of use that is careless, incorrect or ill-judged.

Sanctions

If the power rating as referred to in Article 28 is severely, i.e. by more than 10%, exceeded, the energy supply may be interrupted without prejudice to the right of LC&E BV to charge set-up costs for the power connections based on the real peak power measured.

Article 30 Confidentiality

- 30.1 Both Parties are obliged to keep all confidential information received in the context of the Agreement from the other party, or from any other source, confidential. Information shall be considered confidential where this is stated by the other Party or can be assumed based on the nature of the information.
- 30.2 In the event that LC&E BV is obliged on the basis of a legal requirement or a decision by the courts to reveal confidential information to third parties indicated by the law or the competent judge and LC&E BV is not in a position to appeal based on a legal exemption or an exemption recognized by the courts, LC&E BV shall be liable for compensation or indemnification and the Client is not authorized to cancel the agreement on the basis of any damage suffered as a consequence.

Article 31 Translations of these Terms

The only valid version of this Agreement is the version in Dutch. In the event of discrepancies in a translated version, the Dutch text shall prevail

Article 32 - Disputes

Any disputes arising from the Agreement by and between the parties, shall be in the first instance settled by the competent Dutch courts of the place in which LC&E BV has its head office. Nevertheless, LC&E BV reserves the right to submit the dispute to the competent judge pursuant to the law of the Arbitration board.

Article 33 Applicable Law

Dutch law is the law applicable to all Agreements between LC&E BV and the Client The Vienna Sales Convention (CISG) is expressly excluded.