

## ***General Terms and Conditions***

### ***Article 1. Definitions***

In these General Terms and Conditions, the following terms shall mean:

1. Supplier: BS Support trading under the name of *BASZ design & live operating* established at Jan Schöfferlaan 24, 5212RE, 's-Hertogenbosch, The Netherlands, registered at the Chamber of Commerce Brabant, The Netherlands, under number 17266725, represented lawfully by Bas Johannes Petrus Scheij;
2. Client: the natural person or legal persona that orders *BASZ design & live operating* to carry out activities or provide services;
3. Activities: all actions, deliveries, activities and services by *BASZ design & live operating* as stated in an offer, agreed with or by order of *BASZ design & live operating* carried out on behalf of the client;
4. Agreement: every agreement between *BASZ design & live operating* and a client with regard to the activities and services of *BASZ design & live operating*;

### ***Article 2. Applicability***

1. These General Terms and Conditions shall apply to all legal relations and agreements of *BASZ design & live operating*. The applicability of purchase conditions or other conditions of the client are explicitly being rejected, unless *BASZ design & live operating* have agreed explicitly and in writing;
2. Client can only make an appeal to deviant conditions from these General Terms and Conditions in case these have been agreed explicitly and in writing by *BASZ design & live operating*;
3. No rights can be derived from the deviations cited in paragraph 2 with regard to any agreements entered into later;
4. Agreements with *BASZ design & live operating*, modifications and/or additions thereof, bind *BASZ design & live operating* not until and as far as *BASZ design & live operating* has agreed explicitly and in writing;
5. These General Terms and Conditions also apply to all agreements with *BASZ design & live operating* for the execution of which a third party has to be involved;
6. In the event of one or more conditions of these General Terms and Conditions being invalidated or declared null and void, the remaining conditions remain fully applicable. *BASZ design & live operating* and client shall then enter into consultation to agree on new conditions in substitution for the invalidated conditions or the conditions declared null and void, in which case taking into account as much as possible the purpose and intent of the original condition;
7. These General Terms and Conditions also apply to legal relations and agreements with *BASZ design & live operating* – in which case read *BASZ design & live operating* instead of *BASZ design & live operating* below;

### ***Article 3. Quotations***

1. Offers are free of obligations and are open for acceptance within 30 days, unless stated otherwise;
2. The offer is only binding if confirmed in writing by the other party within 30 days, unless explicitly stated otherwise elsewhere;
3. Offers can undergo changes by an unforeseen alteration in the work. In the event of any increase of price---determining factors for the delivery c.q. execution of the agreement – even though this occurs as the result of foreseen or unforeseen circumstances – *BASZ design & live operating* has the right to either charge the client proportionally, or to cancel the agreement, insofar this has not been carried out, without proof of default and without being entitled to damages;
4. The prices in the aforementioned offers are excluding VAT and other taxes stated by authorities, as well as costs that may have to be made as part of the agreement, among which postage and administrative costs, unless stated otherwise;
5. The acceptance shall not bind *BASZ design & live operating*, in case this (in minor details) deviates from the offer entered in the quotation. In this case the agreement is not effected in accordance with this deviating acceptance, unless and insofar as *BASZ design & live operating* approves explicitly and in writing;

6. In the event of the client refraining from accepting the offer in writing or confirming the agreement in writing, but nevertheless agreeing to *BASZ design & live operating* commencing the work, the contents of the quotation shall apply;
7. A composite offer shall not contract *BASZ design & live operating* to carrying out a part of the agreement for a corresponding part of the quoted price;
8. Offers do not automatically apply to future agreements;

#### **Article 4. Information**

Client shall provide *BASZ design & live operating* in time with all information, documentation and contacts that are necessary for the correct execution of the agreement;

#### **Article 5. Execution of the agreement**

1. *BASZ design & live operating* shall exert itself to execute the agreement meticulously to the best of his knowledge and ability, in compliance with the interests and the wishes of the client;
2. Client is obliged to do everything reasonably or advisably necessary to make a timely and correct delivery by *BASZ design & live operating* possible;
3. Client guarantees that there shall be a sound stage on the location of the (dance) performance, concert, event or festivity including all necessary earthed power supplies with enough room for the equipment, appliances, light, video and sound systems, instruments etc. necessary for the execution of the agreement without danger of damage or power failure. Client guarantees that in the case of an open air event the stage and earthed power supply is thoroughly shielded, to such an extent that weather conditions – also unforeseen ones – are not able to inflict damage to appliances, equipment and other gear used by *BASZ design & live operating*;
4. In case audio, video and/or lighting equipment that is being provided by the client does not meet the requirements, *BASZ design & live operating* has the right to renounce the agreement. In this case client remains under the obligation to pay *BASZ design & live operating* the amount agreed on in full;
5. Client is liable for the results of damage to equipment caused by the effects of power failures before, during, or after the (dance) performance, concert, festivity and/or event, as well as damage to/loss of or damage caused by audience to equipment used by *BASZ design & live operating* to execute the agreement, during the execution itself as well as caused by the audience afterwards;
6. Carrying out tests, applying for licenses and assessing if instructions by client comply with legal or quality standards are not part of the agreement of *BASZ design & live operating*, unless explicitly agreed with otherwise;
7. In the event of the result being tested by *BASZ design & live operating*, this is being done at client's risk and expense and *BASZ design & live operating* appears in this matter as the client's proxy;
8. The client guarantees that he has all licenses required as part of the agreement. In the event of the absence of the correct licenses, the (dance) performance, concert, festivity and/or event can not take place, client remains under the obligation to pay *BASZ design & live operating* the amount agreed on in full;
9. Client is allowed to cancel an agreement he has entered into but remains under the obligation to pay the amount agreed on, also in the event of exceptional circumstances such as bad weather;

#### **Article 6. Engagement of third party**

1. *BASZ design & live operating* has the right to have certain work done by third parties in the event of which *BASZ design & live operating*, at his expense and risk, acts as the authorized representative of the client. Also, in case no consultation has taken place between *BASZ design & live operating* and client regarding the engagement of a third party necessary for the execution of the agreement, *BASZ design & live operating* acts at the client's expense and risk;
2. In the event of activities being carried out by *BASZ design & live operating* or by third parties engaged by *BASZ design & live operating* as part of the agreement on a client's location or a location allocated by the client, client shall provide the employees, in reasonableness, with all facilities desired by said employees free of charge;
3. *BASZ design & live operating* excludes any liability for the work carried out by a third party as part of the execution of the agreement for the client. Also, in the event of *BASZ design & live operating*

obtaining goods and services at the client's expense and risk, *BASZ design & live operating* rules out any liability for any damage to goods or services concerned;

#### **Article 7. Modifications and Additional Work**

1. *BASZ design & live operating* has the right to charge the costs of modifications in the agreement c.q. additional work to the client;
2. In case the client modifies the execution of the agreement prematurely *BASZ design & live operating* shall make the necessary adaptations. If this leads to additional work this shall be charged to the client as an additional agreement;
3. However, the client has to bring forward these modifications within a reasonable time, unless explicitly agreed otherwise. *BASZ design & live operating* is entitled to refuse these instructions after the aforementioned period if she considers that the quality of the result will get lost;
4. As a departure from aforementioned paragraphs 1 and 2, *BASZ design & live operating* cannot charge for additional costs if the modification or supplementation of the agreement is the result of circumstances that can be attributed to *BASZ design & live operating*;

#### **Article 8. Duration of the Contract and Term of Execution**

1. The agreement between *BASZ design & live operating* and client is entered into for an indefinite period, unless the assignment requires otherwise, or parties have agreed otherwise explicitly. The term stated by *BASZ design & live operating* for carrying out the agreement is indicative unless the nature and contents of the agreement state otherwise;

#### **Article 9. Payment**

1. Payments to *BASZ design & live operating* must be made in full within 7 days of the invoice date, without set-off, unless otherwise agreed between client and *BASZ design & live operating*. Complaints about the invoice amount do not suspend the payment obligation;
2. If the client fails to pay in time, *BASZ design & live operating* has the right to charge statutory interest. The interest on the amount due and payable shall be calculated as from the day the client is in default until the moment he has paid the amount in full, taking into account that a part of the month is considered a whole month;
3. Furthermore, the client will be liable to pay to *BASZ design & live operating* all costs incurred as a result of late payment, such as administrative costs, Legal costs, Legal and non-legal expenses, including costs for legal aid, bailiffs and debt-collection agencies. The extrajudicial costs are set at no less than 10% of the invoice amount with a minimum of €250,- excluding VAT;
4. Payments by the client serve to settle all interest due as well as costs first of all and thereupon of invoices due longest;
5. In case of an assignment given collectively clients are severally liable for payment of the invoice, interest and costs;
6. The client is not authorized to make direct payments to third parties called in by *BASZ design & live operating* without the authorization of *BASZ design & live operating*. If and as far as direct payment takes place the client is under no circumstances lawfully acquitted;

#### **Article 10. Inspection, Claims and Complaints**

1. The client must notify *BASZ design & live operating* in writing about complaints about the work done within three weeks after completion of the activities at the latest. For *BASZ design & live operating* to be able to react properly the proof of default has to contain an as detailed description of the shortcomings as possible;
2. If the complaint is legitimate *BASZ design & live operating* shall carry out the work as agreed unless this has become demonstrably futile for the client. The client has to inform *BASZ design & live operating* of this in writing;
3. If carrying out of the work agreed is no longer possible or useful *BASZ design & live operating* shall only be liable within the framework of article 13;

#### **Article 11. Termination**

1. Either party may terminate the agreement unilaterally at all times;
2. Premature termination has to be explained and confirmed in writing at least 14 days before the agreed delivery date;
3. In case of premature termination by the client *BASZ design & live operating* is entitled to compensation of the offered work;
4. In case of premature contract termination by the client the client shall bear the responsibility for the completion with third parties called in, unless agreed explicitly otherwise. Under no circumstances can *BASZ design & live operating* be held liable for third parties with regard to termination;

#### **Article 12. Suspension and Dissolution**

1. *BASZ design & live operating* has the right to suspend the fulfilment of the obligations or to dissolve the agreement in the event that:
  - the client does not or not totally observe the obligations of the agreement;
  - after entering the agreement *BASZ design & live operating* fears justifiably according to circumstances based on specific knowledge that the client will not observe the obligations. In case there are grounds for fear that the client will observe only partly or not adequately postponement is only permitted as far as is justified by the shortcoming;
  - the client on entering the agreement has been requested to provide security for the fulfilment of his obligations of the agreement and this security remained forthcoming or are inadequate;
2. *BASZ design & live operating* furthermore has the right to dissolve the agreement (have the agreement dissolved) if such circumstances occur that observance of the agreement is impossible or can no longer be demanded according to standards of reasonableness or should otherwise such conditions occur that unaltered observance of the agreement cannot be reasonably expected;
3. If the agreement is dissolved *BASZ design & live operating's* claims against the client shall be forthwith due and payable. If *BASZ design & live operating* suspends the observance of the obligations *BASZ design & live operating* shall retain his rights under the law and the agreement;
4. *BASZ design & live operating* shall always retain the right to claim damages;

#### **Article 13. Liability**

1. *BASZ design & live operating* has an obligation of best intent for every assignment accepted. *BASZ design & live operating* can never be held liable for results not achieved. *BASZ design & live operating* can only be held liable for shortcomings in the execution of the assignment that are the result of negligence and incompetence when advising or carrying out assignments;
2. *BASZ design & live operating* shall never be liable for:
  - a. mistakes or shortcomings in the material provided by the client.
  - b. misunderstandings, mistakes or shortcomings regarding the execution of the agreement if these are caused by the client's acts, such as deliveries that are not on time or incomplete or not sound or information/material that is not clear;
  - c. mistakes or shortcomings of third parties called in by or on behalf of the client;
  - d. defects in offers by suppliers or for exceeding the quotation of suppliers;
  - e. mistakes or shortcomings in the design or content if the client has given his consent or has been given the opportunity to carry out a check and has not taken advantage of this;
  - f. mistakes or shortcomings in the design or content if the client has refrained from carrying out or having carried out a certain model, prototype or test and the aforementioned mistakes would have been visible

in a suchlike model, prototype or test;

3. *BASZ design & live operating* can only be held liable for direct damages he is responsible for. Direct damages in this respect exclusively mean:

- a. all reasonable costs for finding the cause and extent of the damages, in as far as this finding relates to damages within the meaning of these General Terms and Conditions;
- b. any reasonable costs necessary to have the poor performance by *BASZ design & live operating* comply with the agreement;
- c. all reasonable costs that are made to prevent or limit damages in as far as the client proves that these costs have led to limitation of the direct damages as meant in these General Terms and Conditions; *BASZ design & live operating* shall have no liability for any other than the aforementioned damages, such as indirect damages including consequential loss, lost profits, mutilated or lost information or materials, or damages caused by interruption of work;

4. If *BASZ design & live operating* is liable for damages on account of an agreement or of an unlawful act towards the client, liability is limited to the invoice amount for the portion of the work carried out less the expenses incurred by *BASZ design & live operating* for calling in third parties, on the understanding that the amount will not exceed €45,000.00 and will in no event be higher than the amount the insurer may pay *BASZ design & live operating*, save for intent or willful recklessness by *BASZ design & live operating*;

5. Contrary to that which has been defined under 4. of this paragraph, for assignments with a time to completion longer than six months this liability is further limited to and will not exceed the fee received during the last six months;

6. Under no circumstances can *BASZ design & live operating* be liable for damage such as loss of profits (caused in whichever way) or for indirect damages, including consequential loss;

7. Possible claims by the client must be registered in writing within one month after the completion of the assignment;

8. Any liability shall expire one year after the completion of the assignment;

#### **Article 14: Warranties and indemnities**

1. *BASZ design & live operating* warrants that the work supplied has been made by him and that, if the design is protected by copyright, as the copyright owner has the work at his disposal;

2. The client indemnifies *BASZ design & live operating* or persons engaged by *BASZ design & live operating* for the agreement against any claims filed by third parties concerning intellectual property rights on material or data provided by the client, which shall be used for and during the execution of the agreement;

3. If the client provides *BASZ design & live operating* with information carriers, electronic files or software etc., the former shall guarantee that said information carriers, electronic files or software are free of viruses and defects;

#### **Article 15. Transfer of risk**

The risk of loss of, or damage to the goods being the subject of the agreement, shall be transferred to the client the moment said goods are judicially and/or actually delivered to client and therefore fall into the power of client or of third parties to be appointed by the client;

#### **Article 16. Force Majeure**

1. Parties shall not be held to fulfil any of their obligations if they are hindered to do so due to a circumstance through no fault of their own and which cannot be attributed to them by virtue of law, a legal action or generally accepted practice;

2. In addition to the provisions of the law and the judge-made law in this respect, force majeure shall in the present general terms and conditions furthermore be understood to be any external circumstance, be it envisaged or not, on which *BASZ design & live operating* cannot have any influence but which prevents *BASZ design & live operating* from fulfilling his obligations. Industrial action at *BASZ design & live operating's* company, illness and/or disability shall also be understood to be circumstances of force majeure;

3. *BASZ design & live operating* shall also be entitled to invoke force majeure if the circumstance rendering (further) fulfilment of the obligation(s) impossible commences after the point in time on which *BASZ design & live operating* should have fulfilled his obligation;

4. Throughout the duration of the circumstances of force majeure, parties shall be entitled to suspend the



fulfilment of their obligations. If this period lasts for more than two months, either of the parties shall be entitled to dissolve the agreement without any obligation to pay the opposite party damages;

5. Insofar *BASZ design & live operating* has already partially fulfilled his obligations resulting from the agreement at the moment the circumstance of force majeure commenced or shall be able to fulfil them and insofar separate value can be attributed to the part already fulfilled or still to be fulfilled respectively, *BASZ design & live operating* shall be entitled to submit a separate statement of expenses of the part already fulfilled or still to be fulfilled respectively. The client shall be held to pay this statement of expenses as if it were a separate agreement;

#### **Article 17. Confidentiality**

1. Both parties are obliged to confidentiality for all the confidential information received in the framework of the agreement from each other or from any other source. The information is confidential if this has been imparted by the other party or if this arises from the nature of the information;

2. If, pursuant to a legal provision or judgement, *BASZ design & live operating* has to give confidential information to third parties assigned by the law or a competent court and *BASZ design & live operating* cannot in this case appeal to a statutory right of exemption or authorized or granted by a competent court, *BASZ design & live operating* is not held to damages or compensation and the other party is not entitled to dissolution of the assignment on the basis of any damages hereby caused;

#### **Article 18. Intellectual Property and Copyright**

1. Without prejudice to the other stipulations of the present General Terms and Conditions, *BASZ design & live operating* shall reserve the rights and authorities to which *BASZ design & live operating* is entitled under the Copyright Act.

2. Models, manuals and instruments that have been developed an/or used by *BASZ design & live operating* for the execution of the assignment, including all documents made by *BASZ design & live operating* as part of the assignment, such as advice, assignments, designs, sketches, drawings, software, illustrations, prototypes, models, email messages, video contents, films and other materials or (electronic) files, are and remain the property of *BASZ design & live operating*, regardless if they have been handed over to client or third parties, unless explicitly agreed elsewhere. Publication or other forms of disclosure of these is only possible after permission by *BASZ design & live operating* in writing;

3. *BASZ design & live operating* is entitled to place/have his name placed or remove/have his name removed from the work at all times and the client is not allowed to multiply or publish the work without prior permission by *BASZ design & live operating*;

4. Upon completion of the work commissioned, neither the client nor *BASZ design & live operating* will have any obligation to retain any of the materials and data used. *BASZ design & live operating* shall reserve the right to use the knowledge gained due to the execution of the work for other purposes, in so far no confidential information shall be brought to the notice of third parties when doing so.

5. For each violation committed by, through or on behalf of the client or his / her representative (s) on Copyright and other intellectual property rights, *BASZ design & live operating* will charge a fine in proportion to the infringement committed, with a minimum of €10.000, - per violation, notwithstanding the right of *BASZ design & live operating* to recover a fee for the actual damages;

#### **Article 19. Use and License**

1. Once the client has fulfilled all his obligations under the agreement with *BASZ design & live operating*, he will acquire an exclusive license to use the design, concept or content solely for purposes of publication and reproduction as they were agreed when the work was commissioned. If no such specific purposes have been agreed, the license will be limited to that manner of use of the design on which firm intentions existed on the date when the work was commissioned. Such intentions must have been verifiably stated to *BASZ design & live operating* prior to the conclusion of the agreement;

2. Without prior written approval from *BASZ design & live operating*, the client will not be entitled to any use of the design, concept or content that is broader than or different from the use agreed. In the event of broader or different use on which no agreement was reached, including any amendment, mutilation or infringement on the provisional or final design, *BASZ design & live operating* will be entitled to compensation due to infringement of his rights of at least three times the agreed fee, or a fee that is reasonably and fairly proportional to the infringement committed, without prejudice to *BASZ design & live*

*operating's* right to claim reimbursement of the damage actually incurred;

3. The client will not (or no longer) be permitted to use the results made available and any licence granted to the client in the context of the work commissioned will lapse:
  - a. from the moment that the client fails to fulfil his payment or other obligations under the agreement, or to do so in full, or is otherwise in default, unless the default is of minor importance in the light of work.
  - b. if the work commissioned is terminated early for whatever reason, unless the consequences are contrary to the principles of reasonableness and fairness.
4. *BASZ design & live operating* may use the design, concept or content at his discretion for his own publicity or promotional purposes, with due observance of the client's interests.

#### ***Article 20: Transfer of copyright and licensing***

1. The transfer of copyright and intellectual property and licensing on *BASZ design & live operating's* work is done by private act. This private act expressly includes the terms and conditions of the transfer or license;
2. The deed is valid only with the express consent of both parties. A signature is an explicit consent in this;
3. The transfer of copyright or grant use for a particular purpose can also be done through an electronic private act if formally accepted by the parties;

#### ***Article 21. Applicable law and disputes***

1. All agreements to which *BASZ design & live operating* is party are exclusively governed by Dutch law, even if an obligation is performed partly or entirely abroad or if the client has its registered office there.
2. Except where the law dictates otherwise, any dispute, of whatever nature, which might arise between *BASZ design & live operating* and its opposing party, shall exclusively be heard by the competent court in the place where *BASZ design & live operating* has its registered office. *BASZ design & live operating* is nevertheless entitled to bring the dispute before the competent court;
3. Parties will only appeal to the court after they have made a supreme effort to settle a dispute by mutual agreement;

#### ***Article 22. Modifications***

1. *BASZ design & live operating* reserves the right to modify the content of these General Terms and Conditions with retroactive effect and without further notice. The most recent version shall always apply, or, as the case may be, the version valid at the time the agreement was concluded;