

GENERAL TERMS AND CONDITIONS

Article 1. Definitions

In these general terms and conditions, and in client assignments governed by these general terms and conditions, the following definitions shall apply:

- 1.1 specifications of work: the drawings, additional information notices or corresponding modifications belonging to the quotation.
- 1.2 remuneration: the fee for (part of) the activities of vanbrussel within the scope of a client assignment to be carried out, including but not limited to taxes (except for VAT) and social security contributions, where applicable.
- 1.3 delivery: the delivery of products or services ordered by the principal.
- 1.4 quotation: the written offer for carrying out a client assignment, including the description of the client assignment and the corresponding annexes, such as the specifications of work or applicable general terms and conditions.
- 1.5 client assignment: the assignment to carry out work or to deliver products and services.
- 1.6 the principal: the (legal) person, who assigns/has assigned a client assignment to vanbrussel or to whom a quotation is addressed.
- 1.7 force majeure: a situation in which vanbrussel fails in the performance of the client assignment, where such failure to perform cannot be attributed to vanbrussel neither by virtue of the client assignment, the law, a legal act nor by the current market practices and behaviour.
- 1.8 price: the total price (remuneration and expenses) for the (part of a) client assignment concerned to be carried out by vanbrussel, including but not limited to taxes (except for VAT) and social security contributions, where applicable.
- 1.9 starting date: the first day on which vanbrussel shall deliver the ordered products or shall carry out the client assignment.
- 1.10 vanbrussel: the one-man business vanbrussel, having its registered office in Amsterdam at Panamalaan 5p, registered in the Register of Companies of the Chamber of Commerce Amsterdam under number 34201757, for the purpose hereof acting as contractor.

Article 2. Applicability of terms and conditions

2.1 These general terms and conditions are applicable to all quotations from, and client assignments to, vanbrussel.

2.2 Any deviating clauses and general terms and conditions of the principal, if any, shall only apply if and insofar as these have been explicitly accepted by vanbrussel in writing. Any agreed clauses or additions deviating from these general terms and conditions, if any, only refer to one specific client assignment.

2.3 A principal with whom an agreement has been concluded once on the present conditions, is deemed to have tacitly agreed with the applicability of these terms and conditions to future client assignments.

Article 3. Quotations

3.1 All quotations of vanbrussel have a period of validity of 30 days. If quotations have not been accepted within such period, the offer made therein shall expire, in which case vanbrussel shall reserve the right to use the reserved capacity for the fulfilment of the quotation for other client assignments.

3.2 The prices for the delivery of goods or services of third parties stated in quotations are conditional.

3.3 The prices quoted by vanbrussel are in Euro and based on fulfilment of the client assignment during regular working hours and exclusive of travel expenses, transport, BTW and other levies to be imposed by the authorities.

Article 4. Entering into a client assignment

4.1 A client assignment comes into effect by means of acceptance by the principal of the quotation within the set time limit, either verbally or in writing, or as soon as it has become evident to the principal that vanbrussel has started with the fulfilment of the client assignment.

4.2 Any modifications to the client assignment compared to the quotation shall only apply if agreed in writing.

Article 5. Samples

At the request of the principal, vanbrussel may submit one or more samples for approval both before the start of a client assignment and also during the fulfilment of the client assignment. After approval such sample shall serve as a yardstick for the assessment of the fulfilled client assignment. Samples are to be considered as prototypes, and therefore minor (colour and texture) discrepancies are acceptable.

Article 6. Fulfilment of a client assignment

6.1 Vanbrussel shall carry out each client assignment to the best of its ability and is entitled to engage third parties in and for the fulfilment of the client assignment. If and insofar as the (method of) fulfilment has not been set forth (completely) in the client assignment, vanbrussel shall be free to

determine the (method of) fulfilment itself, taking all reasonable and fair requests of the principal into account as much as possible.

6.2 Unless explicitly agreed otherwise, client assignments shall never be entered into with one specific person in mind within vanbrussel.

6.3 The principal shall compensate all demonstrable damage that has been inflicted upon vanbrussel or its staff by the principal, by guests, visitors or by third parties. In the event of material damage the compensation shall be effected via complete repair of the damage and if this is not possible by compensation of the material on the basis of new for old, all this within two months after the damage has been inflicted.

Article 7. Additional work

7.1 After the client assignment has been granted, the principal may assign additional work. The assignment for additional work shall be confirmed to the principal in writing or by e-mail, where possible.

7.2 Should it become evident during the fulfilment of the client assignment that the local situation differs from the specifications of work, or if it is different from what had been foreseen upon acceptance of the client assignment, the occurring costs as a result shall be invoiced separately on top of the agreed price as additional work.

7.3 Any modifications to the client assignment and any additional work and less work shall be invoiced respectively set off, even if such work has not been assigned in writing.

Article 8. Rights and obligations of the principal

8.1 The principal shall enable vanbrussel to carry out the client assignment. To this effect the principal shall see to it that vanbrussel can have access, in time, to the complete specifications of work and the further data necessary for the fulfilment of the client assignment. Furthermore the principal shall obtain the consent from third parties and shall arrange for the necessary approvals, permits, dispensations, rulings et cetera at its own expense, unless explicitly agreed otherwise in writing.

8.2 The principal is held, at its own expense, to take measures so as to ensure that vanbrussel shall not be impeded or hindered in the fulfilment of the client assignment and that vanbrussel is immediately able to start with the fulfilment of the client assignment on the starting date. If possible, such measures shall be specified in the client assignment.

8.3 The principal shall take adequate measures, at its own expense, so as to guarantee the safety of staff of vanbrussel. If arrangements have already been made regarding any measures mentioned

hereinbefore, vanbrussel shall nevertheless be entitled to set additional requirements in this respect, if (changed) circumstances so require.

8.4 The principal shall immediately notify vanbrussel of any facts and circumstances that will put the (punctual) fulfilment of the client assignment at risk.

8.5 Any expenses occurred because the provisions in the previous paragraphs have not been complied with, or have not been complied with in time, or not completely, shall be at the expense and risk of the principal. The principal shall make arrangements to take out an insurance policy to cover the expenses occurring as a result.

8.6 The principal shall bear the risk of any damage caused by defects in materials, resources and facilities made available or demanded by the principal.

8.7 The principal is obliged to investigate upon delivery whether or not the work carried out, respectively the delivered products, correspond(s) to the client assignment.

Article 9. Postponement / cancellation

9.1 Vanbrussel is entitled to postpone the fulfilment of the client assignment it has valid grounds for assuming that the principal shall not (be able to) fulfil its obligations arising from the client assignment completely.

9.2 Vanbrussel is entitled to postpone the delivery of the goods ordered by the principal until the principal has fulfilled all its payment obligations that are due and payable by virtue of all client assignments already granted to vanbrussel, including but not limited to settling the agreed advance payments in time.

9.3 After entering into the client assignment, the principal shall be held, in the event of postponement and cancellation by the principal, to compensate to vanbrussel all expenses demonstrably incurred by the latter and all loss of income demonstrably suffered by the latter. All this shall not affect the obligation of the principal, in the event of postponed fulfilment of the client assignment, to pay the complete price increased by the additional expenses caused by the postponement.

9.4 If in the opinion of vanbrussel the principal fails to take adequate measures in order to guarantee a safe fulfilment of a client assignment, vanbrussel shall have the right to postpone respectively terminate the accepted client assignment with immediate effect, in which case the principal shall not be entitled to claim any damages whatsoever.

Article 10. Delivery deadline

10.1 Delivery deadlines are merely indicative and do not imply any final date.

10.2 Expiry of a delivery deadline shall not entitle the principal to terminate the client assignment, respectively to cancel the order, neither shall it entitle to any damages, unless

- a. the expiry of the delivery deadline is such that it would be unfair to expect of the principal that it shall maintain the client assignment; and
- b. the provisions in article 14.3 of these general terms and conditions have been complied with.

Article 11. Delivery

11.1 A good is deemed to have been delivered if it has been delivered at the address designated thereto by the principal, respectively if it has been brought under the control of the principal.

11.2 The completed client assignment is delivered, or deemed to have been delivered, if:

- a) the principal approves the work carried out and goods delivered in the presence of vanbrussel, after vanbrussel has notified the principal that the client assignment has been completed;
- b) the principal (re)assumes the use of the object on which / within which work has been carried out, it being understood that due to the utilisation of a part of the work such part shall be deemed delivered.

Article 12. Reservation of title

12.1 The products delivered by vanbrussel shall remain property of vanbrussel until the principal has fulfilled all its obligations towards vanbrussel by virtue of the granted client assignment.

12.2 All that has been delivered shall be at the expense and risk of the principal as of the moment of delivery.

Article 13. Invoicing and payment

13.1 Vanbrussel shall invoice the products to be delivered beforehand by way of advance payment. Payment of the advance payment shall be effected at the latest seven days before the start of the delivery of the product and/or the fulfilment of the client assignment. If and insofar as vanbrussel has negotiated a discount on the products to be delivered from producers or suppliers, including but not limited to middlemen and traders, or otherwise enjoys a financial gain as a result, vanbrussel shall be free to enjoy such discount itself, or to let it come to the benefit of the principal.

13.2 The remuneration, to be possibly increased by the price of additional work, price increases in accordance with paragraph 3 of this article and VAT, shall be invoiced afterwards and must be paid within fifteen days after the date of invoice.

13.3 If the cost price of vanbrussel is increased due to unforeseen circumstances, vanbrussel shall be entitled to charge such price adjustments on to the principal in full, except if and insofar as the

adjustment of such cost price would be unfair. All increases of the cost price by less than 10% shall not be deemed unfair in any event. In the event of foreign currency to be charged on, the going exchange rate applicable on the date of invoice of vanbrussel shall be applied.

13.4 The principal is not entitled to defer its payment obligation or to set off what the principal owes to vanbrussel against what the principal may possibly claim from vanbrussel without explicit written consent of vanbrussel.

13.5 In the event of late payment of the amount payable, the principal shall be in default by operation of law.

13.6 If the principal is in default in the payment of any amount, the principal shall owe late payment interest to vanbrussel on the payable amount as of the date on which the default has taken effect. Such late payment interest equals the commercial interest under Section 6:119a Dutch Civil Code. If the principal is a natural person, a late payment interest shall apply that is equal to the statutory late payment interest under Section 6:119 Dutch Civil Code.

13.7 If the principal is in default in the performance of one or more of its obligations, the costs of achieving a settlement out of court shall be borne by the principal. Such extra-judicial collection charges are set at 15% of the outstanding amount, with a minimum of € 50.

Article 14. Dissolution

14.1 Vanbrussel and the principal may dissolve the client assignment entered into between them in whole, or in part if and insofar as it has not been carried out dissolve the part thereof that has not yet been carried out, if and as soon as any of the following circumstances occurs:

- a. one of the parties, after a written official reminder, attributable fails to perform any obligation arising from the client assignment during a period of thirty (30) days unlike what is stated in article 14.2 subsection (a);
- b. one of the parties is declared bankrupt, or at least the bankruptcy petition is filed and such petition is not withdrawn or cancelled during a period of fourteen (14) days;
- c. one of the parties is placed under an administration order, or at least an application for an administration order has been submitted and such application is not withdrawn or cancelled during a period of fourteen (14) days.
- d. it is decided that one of the parties (a legal person) be dissolved, or one of the parties (a natural person) is placed under an administrative receivership or under legal restraint, or is otherwise not authorized to dispose of his or her capital and such situation continues during a period longer than fourteen (14) days;
- e. one of the parties discontinues its business or suspends its business in whole or in part;

14.2 vanbrussel may dissolve the client assignment furthermore in whole, or, if and insofar as it has not been carried out, dissolve the part thereof that has not yet been carried out if:

- a. the principal is in default in the payment obligation;
- b. the principal transfers its business to a third party in whole or in part;

14.3 Dissolution shall be effected in writing, for lack whereof the dissolution shall not have any legal consequences.

14.4 In the event of dissolution by vanbrussel, the principal shall hold vanbrussel completely harmless. The minimum damages amount to a reimbursement of all expenses demonstrably incurred by vanbrussel and of 75% of the price agreed for the complete fulfilment of the client assignment.

14.5 If it is impossible for vanbrussel to fulfil the agreement to set up a performance by a group, artist or any sought person in general, vanbrussel shall have the right to dissolve the relevant part of the agreement by notifying the principal of the intention thereto, it being understood that the principal cannot derive any right to damages therefrom. Vanbrussel shall make an effort to engage an alternative group, artist or person. If this cannot be fulfilled according to the requirements of parties, the total remuneration for the relevant group or artist shall be deducted from the agreed total price.

Article 15. Complaints

15.1 Complaints with reference to the fulfilment of a client assignment must be expressed to vanbrussel immediately upon delivery, for lack of which all claims shall become null and void.

15.2 In the event of a complaint that has been made in time and with good reason, vanbrussel shall have the choice between improving the rejected work or carrying it out once more free of charge, including but not limited to the replacement of obvious defective products by new products against return of the defective products, or refunding the invoice amount of the defective product and the amount of the invoiced corresponding work.

15.3 Minor flaws in the fulfilment, even in an aesthetic sense, shall not provide grounds for complaint.

Article 16. Copyright

16.1 Vanbrussel reserves the rights and authorities that it is entitled to under of the Dutch Copyright Act.

16.2 The principal shall refrain from carrying out – or from having others carry out - any concepts, proposals or productions / production processes of vanbrussel elaborated or otherwise without involving vanbrussel (i) or (ii) repeating the fulfilment of a client assignment.

16.3 Without written consent of vanbrussel no audio or video recordings or other articles (such as merchandise) of a client assignment carried out by vanbrussel shall be made or sold.

16.4 Both during and after the client assignment, vanbrussel has the right to make audio and/or video recordings of the concepts and products designed and produced by vanbrussel within the scope of the client assignment and to publish these in its web site or publish and disclose these otherwise. The principal shall render all assistance to vanbrussel to this effect, including but not limited to giving access to the location where these goods are located.

16.5 Vanbrussel shall retain the right to use the know-how advanced by the fulfilment of the work for other purposes, except if this would disclose confidential information of the principal to third parties.

Article 17. Liability vanbrussel

17.1 Vanbrussel is only liable for damage of the principal that is directly caused by failure to perform the client assignment, failure to perform it in time or failure to perform it properly, or, should there be a wrongful act on the part of vanbrussel, only in the event of wilful intent or deliberate recklessness (*grove schuld*). Vanbrussel shall never accept any liability for consequential damage, such as loss of profit.

17.2 Under no circumstances shall vanbrussel accept any liability for damage on the part of the principal that is caused by errors of third parties engaged by vanbrussel, unless such errors are the demonstrable result of an attributable failure to perform on the part of vanbrussel.

17.3 Furthermore vanbrussel is not liable for any damage of the principal that is caused by the fulfilment of the client assignment following its explicit directions, unless vanbrussel has failed to notify the principal of any defects that were known to vanbrussel beforehand.

17.4 If and insofar as covered by the (liability) insurance, the liability of vanbrussel is limited to the amount of the insurance payment by the insurance company. If ever the insurance company does not proceed to payment or if any damage is not covered by the insurance, the liability of vanbrussel shall be limited to the remuneration of vanbrussel that has been agreed or that is fair to expect for complete fulfilment of the client assignment.

Article 18. Force majeure

18.1 If a client assignment cannot be fulfilled as agreed in whole or in part due to force majeure, vanbrussel shall be authorized, at its discretion, (i) to suspend its obligations under the client assignment until the moment when vanbrussel is able to comply with it in the agreed manner after all or (ii) to see to a proper alternative performance. Vanbrussel is obliged to notify the principal of such circumstances as soon as it is aware thereof itself.

18.2 In the event of force majeure as referred to in paragraph 1 of this article the principal shall not be entitled to any damages or dissolution of the client assignment.

18.3 If the fulfilment of a client assignment shall become permanently impossible due to force majeure, the principal shall owe a reasonable and fair compensation to vanbrussel for what has already been performed by vanbrussel, which is to be determined in mutual consultation.

18.4 In the event of force majeure, any possible damage suffered by the principal shall not be at the expense of vanbrussel.

Article 19. Indemnity

The principal shall indemnify vanbrussel from all claims by third parties in connection with or arising from the client assignment.

Article 20. Applicable law and jurisdiction clause

All client assignments between parties are governed by Dutch law. Any disputes arising between the principal and vanbrussel shall be brought before the District Court of Amsterdam.

Article 21. Language

These general terms and conditions have been drawn up in the Dutch and English language. The wording of the Dutch terms and conditions shall have preference over the English wording.