

# General Terms and Conditions Broadcast Rental B.V.

## 1. General

- 1.1 Variations from these general terms and conditions are possible only if explicitly agreed in writing.
- 1.2 "The lessee" will be understood to mean: any natural or legal person who wishes to enter into a rental and/or service agreement or any other agreement with *BROADCAST RENTAL* including the party on whose instructions and for whose account products will be supplied.
- 1.3 The applicability of the lessee's general terms and conditions is hereby excluded.
- 1.4 Where these general terms and conditions refer to (the supply of) products this will be understood to mean also the rendering of services and work of whatever nature.
- 1.5 *BROADCAST RENTAL* reserves the right to unilaterally change these general terms and conditions at any time. Upon notification of the change the lessee has the right to terminate the agreement within a term of fourteen (14) days by registered letter.

## 2. Agreement

- 2.1 Once a written agreement signed by *BROADCAST RENTAL* has been signed by the lessee and returned to *BROADCAST RENTAL* the agreement has been validly concluded.
- 2.2 An agreement is concluded also by written (also by E-mail) or oral confirmation by *BROADCAST RENTAL*.
- 2.3 Offers, quotes, price offers or other annexes sent by or on behalf of *BROADCAST RENTAL* should be regarded as an invitation to (potential) lessees to make an offer and are therefore not binding on *BROADCAST RENTAL*.
- 2.4 The prices contained in the annex are valid for 30 days unless explicitly stated otherwise. Although it assumes that the information contained in the annex is correct *BROADCAST RENTAL* reserves the right to correct typographical errors. The quote gives an indication of the goods and services that can be supplied. Specifications and prices may be changed without prior notice.
- 2.5 Additional agreements will be binding only if confirmed in writing by duly authorised representatives of *BROADCAST RENTAL*.
- 2.6 If the lessee cancels the agreement at least 48 hours before the intended date of execution the lessee will owe 50% of the agreed price.
- 2.7 If the lessee cancels the agreement within 48 hours before the intended date of execution the lessee will owe 100% of the agreed price.

## 3. Prices

- 3.1 Prices are in Euro's.
- 3.2 Prices are based on the cost factors applicable at the time of conclusion of the agreement, such as the costs of materials, wages and transportation. Any transportation or import duties will be paid by the lessee and are not included in the price unless expressly stated otherwise.
- 3.3 *BROADCAST RENTAL* assumes that the prices stated are correct but reserves the right to correct any errors and to charge the corrected prices to the lessee. The lessee may terminate the agreement by registered letter within fourteen (14) days of notification of the new price.

## 4. Payment

- 4.1 If following the conclusion of the agreement *BROADCAST RENTAL* questions the lessee's creditworthiness *BROADCAST RENTAL* may demand that the lessee pay the rental fee in advance before providing any (further) service or, at the discretion of *BROADCAST RENTAL*, that an appropriate bank guarantee be provided, up to the amount payable by the lessee to *BROADCAST RENTAL* under the agreement.
- 4.2 Payment of *BROADCAST RENTAL*'s invoices must be made within the agreed term, at any rate before any product(s) is/are provided to the lessee on loan or lease.
- 4.3 By the mere expiry of a payment term the lessee will be in default. In that case all *BROADCAST RENTAL*'s claims against the lessee, on whatever account, will become payable immediately.
- 4.4 In the event of non-payment or late payment the lessee will owe interest at a rate of 2.5% per month on the outstanding amount, from the day on which payment should have been made ultimately to *BROADCAST RENTAL* until the day of payment in full. A portion of a month will be regarded as a full month. In addition the lessee will owe (commercial) interest at the statutory rate.
- 4.5 The lessee will pay the extrajudicial costs incurred by *BROADCAST RENTAL* in the amount of 15% of the claim with a minimum of EUR 300. Moreover, the lessee will pay all costs of legal action plus the costs of legal assistance in such action.
- 4.6 In the event of late payment *BROADCAST RENTAL* will have the right to suspend the (further) supply of goods until the lessee has complied in full with its payment obligations, including the payment of any interest and costs due.

## 5. Property

- 5.1 All products of whatever nature made available will remain the property of *BROADCAST RENTAL* at all times.
- 5.2 During the rental period and during transport the products will be at the risk and expense of the lessee and the latter will exercise due care in administering the products.

## 6. General Obligations and Responsibilities

- 6.1 The lessee bears full responsibility for the choice, use and application of the products and/or services supplied by *BROADCAST RENTAL*. The lessee furthermore undertakes to inspect the equipment supplied prior to use and to notify *BROADCAST RENTAL* immediately of any defects. Necessary repairs may be carried out only by *BROADCAST RENTAL* or third parties designated by it.
- 6.2 The lessee will notify *BROADCAST RENTAL* immediately, in writing or orally, of damage to or loss to *BROADCAST RENTAL*'s property.
- 6.3 The lessee will be required to pay in full any damage to the products as well as any costs that are the direct result of such damage. Such costs will include the costs of determining the loss and damage, the costs of damage control or the costs of transport of the damaged products.
- 6.4 The lessee will be liable for any customs clearance required for the transport of the equipment and undertakes to comply with all applicable laws and regulations regarding the international transport, import and export of the equipment.

## 7. Liability

- 7.1 Save in the event of wilful intent or gross negligence any liability of *BROADCAST RENTAL* for direct loss will be limited to the invoice amount exclusive of VAT, of that part of the order to which *BROADCAST RENTAL*'s failure relates. In the event of an order that covers a period exceeding six months liability will furthermore be limited to the amount of the fee for the last six months. *BROADCAST RENTAL*'s liability will be limited at all times to the amount paid by its insurer in that particular event.
- 7.2 Direct loss will be understood to mean exclusively:
  - Any reasonable costs to determine the cause and extent of the loss and damage;
  - Any reasonable costs incurred to make *BROADCAST RENTAL*'s faulty performance comply with the agreement unless such performance cannot be attributed to *BROADCAST RENTAL*;
  - Any reasonable costs incurred to prevent or restrict the loss and damage insofar as the lessee can demonstrate that such costs have indeed restricted direct loss.
- 7.3 *BROADCAST RENTAL* cannot be held liable for indirect loss including consequential loss or damage or trading loss, loss of profits, and loss owing to stoppage.
- 7.4 The lessee indemnifies *BROADCAST RENTAL* against all claims of third parties regarding the execution of the agreement.
- 7.5 *BROADCAST RENTAL* does not accept any liability regarding the information supplied about the services rendered. *BROADCAST RENTAL* does not accept any liability either for oral advice and answers provided to questions save in the event of wilful intent or gross negligence.

## 8. Risk and Insurance

- 8.1 The risk in the equipment will be borne fully by the lessee from the time of provision to the lessee or its carrier. The risk in the equipment will pass again to *BROADCAST RENTAL* when the lessee has returned all the equipment to the address specified by *BROADCAST RENTAL*. *BROADCAST RENTAL* does not accept any responsibility for loss or damage to equipment or materials of the lessee or any third parties in *BROADCAST RENTAL*'s charge in the execution of the agreement.
- 8.2 The lessee will be required to take out and maintain for its account proper insurance for the entire rental period, naming *BROADCAST RENTAL* as beneficiary. The policy should cover at least all loss of or damage to the equipment, based on replacement value. The lessee must further take out insurance against statutory liability up to an amount at least adequate for any reasonable and foreseeable claims by third parties. If the lessee fails to comply with its obligation to insure the equipment to the satisfaction of *BROADCAST RENTAL* the latter will have the right to properly insure the equipment at the lessee's expense.
- 8.3 At *BROADCAST RENTAL*'s request the lessee will make available to *BROADCAST RENTAL* a copy of the insurance policy and proof of payment of the premium due. The lessee will not perform or cause others to perform any act by which the insurance of the equipment will become invalid.
- 8.4 The lessee will immediately notify *BROADCAST RENTAL* in writing of any loss or damage to equipment and will fully cooperate in drawing up claims. The lessee authorises *BROADCAST RENTAL* exclusively, to the exclusion of the lessee, and irrevocably to file and settle any insurance claims on behalf of the lessee. Payment of any amounts to be received under the insurance will be paid to *BROADCAST RENTAL* directly. If any excess has been deducted, the lessee will pay this to *BROADCAST RENTAL* at the latter's first request.

## 9. Force Majeure

- 9.1 If due to force majeure *BROADCAST RENTAL* is unable to comply with its obligations, its obligations will be suspended for the duration of the event constituting force majeure. Force majeure on the part of *BROADCAST RENTAL* will be understood to mean any circumstance beyond its control that prevents compliance with its obligations towards the lessee in whole or in part or due to which compliance cannot be reasonably expected of *BROADCAST RENTAL*, regardless whether such circumstance could be foreseen at the time of conclusion of the agreement. Such circumstances include strikes, lockouts, and stagnation or other problems with the supply by *BROADCAST RENTAL* or its suppliers, as well as the absence of any government permit.
- 9.2 Insofar as reasonably possible, *BROADCAST RENTAL* will arrange for replacement personnel and/or replacement equipment within a reasonable term.
- 9.3 If the event constituting force majeure has lasted 14 days, both parties will have the right to terminate the agreement wholly or partially by means of a written statement without being entitled to any compensation (for loss).
- 9.4 The parties will notify each other of an event (possibly) constituting force majeure. *BROADCAST RENTAL* is not liable for loss and damage due to the inadequate or interrupted functioning of the telecommunication infrastructure and peripheral equipment used or the breakdown or inaccessibility of its system. *BROADCAST RENTAL* will not be liable either for loss or damage caused by *BROADCAST RENTAL* being inaccessible, temporarily or permanently, due to maintenance or otherwise.

## 10. Personal Data

*BROADCAST RENTAL* will include the data provided by the lessee in a database. These data may be used in the execution of the agreement and in that context be provided to third parties (carriers, among others). Unless the lessee objects to inclusion in advance the personal data may be entered into a central database of *BROADCAST RENTAL* and may be used to inform the lessee about *BROADCAST RENTAL*'s products and services.

## 11. Applicable Law

- 11.1 These general terms and conditions and all agreements made by *BROADCAST RENTAL* are governed by Dutch law exclusively.
- 11.2 Any disputes arising from the legal relations between *BROADCAST RENTAL* and the lessee will be submitted by exclusion to the competent court of Amsterdam.