

Standard Terms and Conditions Broadcast Rental B.V.

GENERAL TERMS AND CONDITIONS

1. General

- 1.1 Variations from these terms and conditions are not possible, unless explicitly agreed otherwise in writing.
- 1.2 'The Lessee' will mean: any legal entity or natural person, including those on whose instructions and for whose account the agreement is made, who wishes to enter into a lease and/or service agreement or other type of agreement with *BROADCAST RENTAL*.
- 1.3 The applicability of the Lessee's standard terms and conditions is hereby excluded.
- 1.4 Where these terms and conditions refer to (the delivery of) products, this will be understood to include the provision of services and activities of whatever nature.
- 1.1 *BROADCAST RENTAL* reserves the right to unilaterally change these standard terms and conditions at any time. In case of material changes, *BROADCAST RENTAL* will notify the Lessee in writing at least five days before such change or addition takes effect. After being notified of the change, the Lessee has the right to terminate the agreement by registered letter within a term of fourteen days.
- 1.5 If any provision of these terms and conditions is null and void or will be declared void, the other provisions of these terms and conditions will remain fully effective.

2. The Agreement

- 2.1 If a written agreement has been signed by *BROADCAST RENTAL* and together with the applicable standard terms and conditions of *BROADCAST RENTAL* has been signed by the Lessee and returned to *BROADCAST RENTAL*, the agreement has been concluded lawfully.
- 2.2 Agreements are also concluded by a written (including by email) or oral confirmation by *BROADCAST RENTAL*.
- 2.3 Offers, quotes, price estimates or other annexes sent by or on behalf of *BROADCAST RENTAL* should be regarded as an invitation to potential Lessees to make an offer, but will not be binding on *BROADCAST RENTAL* in any manner whatsoever.
- 2.4 The prices listed in the annex will be valid for 30 days, unless explicitly stated otherwise in writing. *BROADCAST RENTAL* assumes the information in the annex to be correct, but reserves the right to correct typesetting and printing errors. Offers are intended as an indication of the products and services that can be supplied. Specifications and prices may change without prior notice.
- 2.5 Additional agreements are binding only if confirmed in writing by authorised representatives of *BROADCAST RENTAL*.
- 2.6 If the Lessee terminates the agreement at least 48 hours before the day when the agreement should be executed, the Lessee will owe 50% of the agreed price.
- 2.7 If the Lessee terminates the agreement within 48 hours before the day when the agreement should be executed, the Lessee will owe 100% of the agreed price.

3. Prices

- 3.1 Prices are in Euros and exclusive of turnover tax and any other government-imposed levies.
- 3.2 Prices are based on the cost factors applicable at the time of conclusion of the agreement, such as the prices of materials, wage and transportation costs. Any transportation or import levies will be paid by the Lessee and are not included in the price unless explicitly stated otherwise.
- 3.3 *BROADCAST RENTAL* assumes that the prices listed are correct but reserves the right to correct incorrect prices and to charge the corrected price to the Lessee. If the price increase is more than 10% of the agreed price, the Lessee may terminate the agreement by registered letter within fourteen days after the new price becomes known.

4. Payment

- 4.1 If after conclusion of the agreement *BROADCAST RENTAL* questions the Lessee's creditworthiness, *BROADCAST RENTAL* may demand that the Lessee, before any (further) service is delivered, pay the rental charge in advance or, at *BROADCAST RENTAL*'s option, provide a sound bank guarantee up to the amount that *BROADCAST RENTAL* may claim from the Lessee under the agreement.
- 4.2 *BROADCAST RENTAL* invoices must be paid within the agreed term and at any rate before any products are rented or provided on loan to the Lessee or services are provided to the Lessee.
- 4.3 The Lessee will be in default by the mere expiry of a payment term. In that event all claims, on whatever account, of *BROADCAST RENTAL* against the Lessee will become payable immediately.
- 4.4 In the event of non-payment or late payment by the Lessee, the Lessee will owe monthly interest on the outstanding amount at the statutory commercial interest rate from the ultimate due date until the date of payment in full, with part of a month being considered a full month.
- 4.5 In the event of non-payment or late payment by the Lessee, *BROADCAST RENTAL* may pass on the claim for collection, in which case the Lessee will be required to pay all judicial and extrajudicial costs in addition to the amount due and the statutory commercial interest.

- 4.6 In the event of late payment *BROADCAST RENTAL* will have the right to suspend (further) delivery of products or services until the Lessee has complied with its payment obligations in full, including the payment of any interest and costs due.
- 4.7 The Lessee does not have the right to set off or suspend payments.

5. Liability

- 5.1 Any liability of *BROADCAST RENTAL* for direct loss or damage will be limited to the invoice amount exclusive of vat for the part of the contract to which *BROADCAST RENTAL*'s default relates, save in the event of wilful intent or gross negligence. In the event of a contract with a term of more than six months, liability will furthermore be limited to the amount of the consideration paid over the past six months. *BROADCAST RENTAL*'s liability will always be limited to the amount paid by its insurance in a particular event.
- 5.2 Direct loss and damage will solely refer to:
- Any reasonable costs of determining the cause and extent of the loss and damage;
 - Any reasonable costs incurred to let *BROADCAST RENTAL*'s defective performance comply with the agreement, unless that performance cannot be attributed to *BROADCAST RENTAL*;
 - Any reasonable costs of preventing or limiting the loss and damage, to the extent that the Lessee can demonstrate that those costs have led to limitation of the direct loss and damage.
- 5.3 *BROADCAST RENTAL* cannot be held liability for any indirect loss or damage, including consequential or direct trading loss, loss of profits and loss owing to stoppage.
- 5.4 The Lessee will indemnify *BROADCAST RENTAL* against any third-party claims regarding the execution of the agreement.
- 5.5 *BROADCAST RENTAL* does not accept any liability for the information it has provided about the services it has supplied. *BROADCAST RENTAL* does not accept any liability either for advice it has given orally or answers to questions, unless in the event of wilful intent or gross negligence.

6. Force Majeure

- 6.1 If due to an event of force majeure *BROADCAST RENTAL* cannot comply with its obligations, those obligations will be suspended for the duration of the event constituting force majeure. Force majeure for *BROADCAST RENTAL* will be understood to mean any circumstance beyond its control, which reasonably prevents performance of its obligations towards the Lessee in whole or in part, or because of which *BROADCAST RENTAL* cannot reasonably be expected to perform its obligations, regardless whether that circumstance could be foreseen at the time of conclusion of the agreement. Such circumstances include strikes, lock-outs, and stagnations or other issues with delivery by *BROADCAST RENTAL* or its suppliers or any measures of government bodies, as well as the absence of any government permits.
- 6.2 To the extent reasonably possible, *BROADCAST RENTAL* will arrange for substitute personnel and/or substitute products within a reasonable term.
- 6.3 If the period of force majeure exceeds 14 days, both parties will have the right to terminate the agreement in whole or in part by a written statement, without any right to damages or compensation.
- 6.4 The parties will notify each other of an event (possibly) constituting force majeure as soon as possible. *BROADCAST RENTAL* will not be liable for any loss or damage caused the improper or interrupted functioning of the telecommunications infrastructure and the peripheral equipment used or for the failure or inaccessibility of its system. *BROADCAST RENTAL* will not be liable either for any loss or damage caused by the temporary or permanent inaccessibility of *BROADCAST RENTAL* due to maintenance or otherwise.

7. Personal Data

BROADCAST RENTAL will include the data provided by the Lessee in a database. These data can be used for the execution of the agreement and be provided to third parties in that context (carriers, among others). Unless the Lessee has stated in advance that it does not agree, the Lessee's personal data can be included in a central database of *BROADCAST RENTAL* and be used to inform the Lessee about products and services of *BROADCAST RENTAL*.

8. Applicable Law

- 8.1 These standard terms and conditions and all agreements made by *BROADCAST RENTAL* are governed by Dutch law exclusively.
- 8.2 Any disputes arising from the legal relationship between *BROADCAST RENTAL* and the Lessee will be submitted solely to the competent court of Amsterdam.

RENT

The provisions of this chapter will apply in addition to the general provisions of the standard terms and conditions if BROADCAST RENTAL rents products to the Lessee.

9. Property

All products provided, regardless of their nature, will always remain the property of *BROADCAST RENTAL*.

10. Delivery and Return

- 10.1 Unless otherwise agreed, the Lessee must pick up the products rented from *BROADCAST RENTAL* and return the same upon termination of the agreement. The pick-up and/or return of rented products will be at the Lessee's expense and risk entirely.
- 10.2 The Lessee will be liable for any customs clearances required and undertakes to comply with all applicable laws and regulations on the international transportation and the import and export of the products.
- 10.3 If *BROADCAST RENTAL* undertakes towards the Lessee to supply the products rented to the other party, *BROADCAST RENTAL* will seek to observe the agreed delivery term as closely as possible. However, excess of the delivery term will never give rise to a right to compensation, not even after a notice of default.
- 10.4 The rental period applies for a period of one day or a multiple thereof, unless explicitly agreed otherwise. The rental period commences on the first day of rental at the agreed time of delivery ex warehouse and will continue up to and including the last agreed rental day. The rented products must be returned to *BROADCAST RENTAL* before 10:00 am on the day following the last rental day, unless otherwise agreed.
- 10.5 The Lessee must return the rented products to *BROADCAST RENTAL* no later than at the time specified in Article 10.4 failing which *the Lessee will forfeit to BROADCAST RENTAL* an immediately payable penalty in the amount of the day price of the products rented for every hour of default, without prejudice to *BROADCAST RENTAL*'s right to additional compensation.
- 10.6 The Lessee must return the products rented to *BROADCAST RENTAL* at the time specified in Article 10.4 in the condition in which they were provided, and fully cleaned. If the products turn out to have defects or be damaged or if the Lessee has not cleaned the products or inadequately, *BROADCAST RENTAL* will have the right to charge the costs or repair or cleaning to the Lessee.

11. General Obligations and Responsibilities

- 11.1 The Lessee furthermore undertakes to inspect the products delivered before use and to immediately notify *BROADCAST RENTAL* of any defects, on pain of lapse of their rights. Any necessary repairs may be carried out by *BROADCAST RENTAL* only or by a third party designated by *BROADCAST RENTAL*.
- 11.2 The Lessee will notify *BROADCAST RENTAL* immediately, in writing or orally, of any damage to or loss of any property of *BROADCAST RENTAL*.
- 11.3 The Lessee must pay any damage to the products rented in full, as well as any costs arisen as a direct consequence of the damage to the products, based on the current replacement value. Such costs could include the costs of determining the extent of the damage, the costs of limiting the damage or of transporting the damaged products.
- 11.4 During the rental period and during transportation the products rented are at the risk and expense of the Lessee.
- 11.5 The Lessee will manage the products rented with due care and diligence and must use the same for the purpose for which they are intended.
- 11.6 The Lessee will arrange for the proper and adequate storage and safekeeping of the products rented.

12. Risk and Insurance

- 12.1 The full risk in the products rented lies with the Lessee from the time of issue to the Lessee or its carrier. The risk in the products does not pass to *BROADCAST RENTAL* until the Lessee has returned all products to the address designated by *BROADCAST RENTAL*. *BROADCAST RENTAL* does not accept any responsibility for the loss of or damage to products of the Lessee or any third parties that are in *BROADCAST RENTAL*'s possession in the context of execution of the agreement.
- 12.2 The Lessee must take out adequate insurance at its expense with a sound insurer and maintain that insurance during the entire rental period, and to name *BROADCAST RENTAL* as a beneficiary, which insurance must provide coverage at least for all loss, theft or damage to the rented products up to an amount that at least equals the current replacement value of the rented products. In addition, the Lessee must be insured against statutory liability up to an amount that is at least adequate for the reasonably foreseen extent of any statutory third-party liability claims. If the Lessee fails to comply with its obligation to insure the products to the satisfaction of *BROADCAST RENTAL*, *BROADCAST RENTAL* will have the right to insure the products properly at the Lessee's expense.
- 12.3 At *BROADCAST RENTAL*'s first request, the Lessee will provide *BROADCAST RENTAL* with copies of the insurance policy and proof of payment of the premium due. The Lessee will not perform or cause others to perform any acts that will invalidate the insurance of the products.
- 12.4 The Lessee will immediately notify *BROADCAST RENTAL* in writing of any loss or damage to products and will fully cooperate in drawing up claims. The Lessee will authorise *BROADCAST RENTAL* exclusively, to the Lessee's exclusion, and irrevocably, to file and settle any insurance claims on the Lessee's behalf. Payments of any amounts to be received under the policy will be made to *BROADCAST RENTAL* directly. Any excess deducted will be paid by the Lessee to *BROADCAST RENTAL* at the first request.

SERVICE

The provisions of this chapter will apply in addition to the general provisions of the standard terms and conditions if BROADCAST RENTAL provides services such as advising, servicing, training, support, etcetera.

13. Execution of the Agreement

- 13.1 In executing the agreement, BROADCAST RENTAL will exercise the care of a good contractor.
- 13.2 With the execution of the agreement BROADCAST RENTAL assumes a best-efforts obligation and for that reason does not provide any guarantees about the result.
- 13.3 In consultation with the Lessee BROADCAST RENTAL has the right to have the agreement partially executed by third parties. Any liability of BROADCAST RENTAL for the shortcomings of third parties is hereby excluded.
- 13.4 The applicability of Sections 7:404, 7:407.2 and 7:409 Dutch Civil Code is hereby explicitly excluded.
- 13.5 Any term agreed for completing a contract arising from the agreement will never be final for BROADCAST RENTAL. Upon excess of the term the Lessee must give BROADCAST RENTAL a written notice of default.

14. Changes and Contract Extras

Any changes in the agreement by the Lessee that could not be foreseen by BROADCAST RENTAL and any contract extras will be charged by BROADCAST RENTAL to the Lessee in accordance with the agreed rates. Contract extras will apply also if BROADCAST RENTAL has to perform extra or other work because the Lessee provided incorrect or incomplete information. BROADCAST RENTAL has the right to charge the costs of contract extras to the Lessee on the basis of subsequent calculation.

15. Cooperation Lessee

- 15.1 Both when asked and at its initiative, the Lessee will provide all relevant information and materials to BROADCAST RENTAL required to correctly execute the agreement.
- 15.2 If any information and/or materials required for the execution of the agreement have not been provided by the Lessee, or not in time or not in accordance with the agreements made, BROADCAST RENTAL will have the right to suspend execution of the agreement until further notice.
- 15.3 To have the execution of the agreement proceed as smoothly as possibly and as much as possible according to the time schedule the Lessee will provide a sufficient number of its employees, materials and aids, if necessary.
- 15.4 Any extra costs incurred by BROADCAST RENTAL because the Lessee did not provide information, personnel or materials in time, will be paid by the Lessee.