



VeeMee visuals

General terms and conditions VeeMee Visuals B.V.

1. General

- 1.1 These general terms and conditions apply to all quotations, offers, productions and (pre-contractual) agreements of purchase/sale of goods and/or of assignments and services from VeeMee Visuals B.V., hereinafter to be referred to as "VeeMee", while the other Party that wishes to purchase goods and/or services from VeeMee and/or with whom VeeMee enters into an agreement is hereinafter to be referred to as "Client".
- 1.2 The applicability of any general purchasing and/or other conditions used by the Client is hereby expressly rejected.
- 1.3 In case of conflict of provisions between these general terms and conditions and provisions in agreements concluded between VeeMee and the Client, the provisions agreed in the agreements prevail over the relevant provisions in these general terms and conditions.
- 1.4 Once a Client has bought goods and/or taken services from VeeMee based on these general terms and conditions, the same is assumed to have tacitly agreed with the applicability of these general terms and conditions, also in case of any orders and/or assignments given by him orally, by telephone, by e-mail or otherwise, regardless of whether such order and/or assignment has been confirmed in writing.

2. Offers and agreements

- 2.1 All quotations, offers, prices and conditions provided by VeeMee are always made without obligation and expire after 14 days, unless otherwise indicated.
- 2.2 Every quotation and execution of the agreement is based on the information provided by the Client. The Client guarantees the accuracy and completeness of this information. The Client shall timely provide VeeMee with all information, documentation and contacts necessary for the correct execution of the assignment.
- 2.3 The content of the agreement is determined by the quotation and/or order confirmation of VeeMee and these general conditions.
- 2.4 Agreements and changes or additions to any provision in an agreement are realised after the Client has accepted the quotation and/or VeeMee has confirmed the assignment, the change or addition thereof in writing or VeeMee has started the execution of the assignment or the change or addition thereof respectively.
- 2.5 When a change and/or addition as referred to in the previous paragraph is agreed, this change or addition shall only apply to the agreement concerned.

- 2.6 Agreements with or promises by the representatives or other employees of VeeMee are not binding for VeeMee, unless these agreements or promises have been confirmed by VeeMee in writing.

3. Pricing

- 3.1 All quotations and the prices charged by VeeMee are the prices valid at the time of the offer or of the realisation of the agreement, exclusive of travel and accommodation costs, purchase costs of video and/or audio material, and costs for engaging third parties and exclusive of VAT, unless otherwise agreed in writing.
- 3.2 If after the conclusion of the agreement factors that also determine the price of the goods and/or services undergo a change, VeeMee is entitled to implement these price changes by charging a proportional increase to the Client or to cancel the agreement insofar as it has not yet been executed. Price changes of more than 15% give the Client the right to dissolve the agreement, provided this is done in writing and within seven days after receipt of the relevant notification. A cancellation or dissolution as referred to above does not entitle the Client to compensation for any damage.

4. Execution of the Agreement

- 4.1 The agreed delivery term or the term specified by VeeMee for the completion of the assignment is not a deadline and is only an indication.
- 4.2 VeeMee will make every effort to execute the assignment carefully and to the best of its knowledge and ability.
- 4.3 The Client shall ensure that all data, which VeeMee indicates are necessary or which the Client should reasonably understand are necessary for the execution of the agreement, are provided to VeeMee in a timely manner and the Client is obliged to do all that is reasonably necessary or desirable to make timely and correct delivery by VeeMee possible. If the Client has not complied with this, VeeMee has the right to suspend the execution of the agreement and/or to charge the extra costs resulting from the delay to the Client at the usual rates.
- 4.4 VeeMee is entitled without permission of the Client to outsource the assignment or parts thereof to third parties who are not employed by VeeMee.
- 4.5 If it has been agreed that the agreement will be executed in phases, VeeMee can suspend the execution of the parts belonging to a following phase until the Client has approved the results of the preceding phase in writing.
- 4.6 The Client guarantees that there will be a suitable space at the place of the (dance) performance, concert, event or festivity, including necessarily earthed power supplies, on which there is sufficient space to place all the equipment, attributes, light, video and sound installations, instruments, etc. required for the execution of the assignment and on which the assignment can be executed without risk of direct and indirect damage and power failures. Client guarantees that the space and the earthed power supply, in case of performance in open air, is properly protected and covered, in such a way that the - also unexpected - weather conditions and natural elements (such as wind, sand, water, temperature and precipitation) cannot cause any damage to the attributes, equipment and other items used by VeeMee.
- 4.7 If the Client provides the sound, light and/or video facilities and these do not meet the set requirements, VeeMee is entitled to cancel the assignment. Where appropriate, the Client remains obliged to pay the agreed amount in full.

- 4.8 The Client is liable for damage to equipment, which is the result of weather conditions and elements and/or failures in the power supply before, during or after the (dance) performance, concert, festivity and/or event. The Client is liable for damage that VeeMee suffers by touching or losing of or damage caused by the public to equipment used by VeeMee to execute the assignment, during the execution itself and after the execution.
- 4.9 Performing tests, applying for permits and assessing whether instructions of the Client meet the legal standards or quality standards, do not belong to the assignment given by the Client to VeeMee, unless explicitly agreed otherwise in writing. The Client guarantees that he has all permits required in the context of the assignment. If the (dance) performance, concert, festivity and/or event cannot take place due to the lack of a proper permit, the Client will, where appropriate, remain obliged to pay the agreed amount.
- 4.10 If the result is tested by VeeMee, the test will take place at the risk and expense of the Client and VeeMee will act in this as authorized representative of the Client.

5. Change of assignment and additional work

- 5.1 If at the request or through the actions of the Client interim changes arise in the execution of the assignment, VeeMee shall, in consultation with the Client, make the necessary adjustments. If the changes lead to additional work, this will be charged to the Client as an additional assignment.
- 5.2 The Client's instructions for changes must be made within a reasonable period of time, unless expressly agreed otherwise. VeeMee may refuse instructions for changes, if VeeMee is of the opinion that the quality of the result is affected by this or that timely and correct delivery is no longer possible by carrying out these instructions for changes.

6. Payment terms

- 6.1 The Client must pay the invoices within fourteen (14) days of the invoice date without set-off, suspension, discount or withholding otherwise.
- 6.2 At the discretion of VeeMee, VeeMee has the right at all times only to perform its work under the condition of advance payment, in default of which VeeMee will not commence its work. If timely and correct delivery or execution of the order is no longer possible as a result, VeeMee is not obliged to pay any compensation to the Client.
- 6.3 Complaints about invoices must be received in writing by VeeMee, under penalty of forfeiture of rights, within seven (7) days after the date of the invoice.
- 6.4 Each payment of the Client shall primarily serve to pay the interest owed by the Client and the collection costs incurred by VeeMee and subsequently to pay the oldest outstanding claims, even if the Client states that payment relates to a later invoice.
- 6.5 The payment term referred to in paragraph 1 or payment terms otherwise agreed upon shall at all times be deadlines. The Client is therefore in default without notice of default on expiry of the agreed payment term.
- 6.6 From the moment of default until the day of full payment, the Client shall owe 1.5% default interest per month on the outstanding amount. The interest on the outstanding amount will be calculated from the moment that the Client is in default until the moment of payment of the full amount due, whereby part of a month is counted as a month.
- 6.7 All judicial and extrajudicial costs to be incurred by VeeMee, including the costs for legal assistance as well as the costs not liquidated by judgment, are at the expense of the Client. The extrajudicial costs shall be set at at least 15% of the principal sum, with a minimum of € 500.00 (excl. VAT). At the choice of VeeMee, the Client can also be charged for the actual costs. The legal costs are determined at the actual costs incurred by VeeMee.
- 6.8 If in the opinion of VeeMee there is reason to do so, VeeMee is at all times entitled to demand that the Client provides sound security, whether or not additional, for the fulfilment of the payment obligations resting on the Client. In the absence of the provision of such security, VeeMee has the right to suspend the execution of the concluded agreement or to dissolve the

agreement without judicial intervention with simple written notice and if desired to claim damages.

7. Investigation, claims and complaints

- 7.1 The Client must report complaints in writing immediately or within a reasonable period after discovery of the shortcoming so that VeeMee can resolve the complaints in a timely manner and deliver what has been agreed upon in a timely and correct manner.
- 7.2 If after the expiry of the term mentioned a complaint is, whether or not partially, met by VeeMee, this will be done entirely voluntarily without the Client being able to derive any right from this.
- 7.3 The complaint must contain a description of the shortcoming that is as detailed as possible, so that VeeMee is able to respond adequately.
- 7.4 The reported complaints will be assessed by VeeMee. If complaints are declared well-founded by VeeMee, VeeMee will, at its discretion, remedy the shortcoming, carry out the work again or grant a price reduction.
- 7.5 If it is no longer possible or sensible to repair the shortcoming or to perform the work again, VeeMee is only liable within the limits of these general terms and conditions.
- 7.6 If complaints prove to be unfounded, the costs of investigating the complaints shall be borne by the Client.
- 7.7 Complaints and the handling of complaints do not entitle the Client to suspend, set-off or otherwise withhold its payment obligations. Complaints with regard to part of the assignment shall not entitle the Client to reject or refuse the entire assignment.

8. Cancellation, suspension and dissolution

- 8.1 In the event of cancellation of the assignment by the Client, the Client shall owe VeeMee all costs incurred by VeeMee in connection with the order as well as the loss of profit, with a minimum of 25% of the agreed price, insofar as necessary to be increased with any damages suffered by VeeMee as a result of the cancellation.
- 8.2 If (i) the Client fails to fulfil any obligation that may arise for him from any agreement properly or within the set period or otherwise in a timely manner, (ii) the Client is charged with a prejudgment or executory attachment, (iii) the Client is granted a (provisional) suspension of payments or is the subject of a petition for bankruptcy, (iv) the Client's business has been closed down or liquidated or a decision to that effect has been taken, the Client is in default and VeeMee is entitled without notice of default or judicial intervention (a) to suspend the execution of that agreement and directly related agreements until the Client has paid all due and not yet due and payable claims and/or has provided sufficient security for those claims and/or (b) to dissolve that agreement and directly related agreements in whole or in part, all this without prejudice to VeeMee's rights under any agreement with the Client and without VeeMee being held to any compensation.
- 8.3 When suspending its activities VeeMee cannot guarantee that it will be able to deliver on time and correctly. In case timely and correct delivery is no longer possible, VeeMee is not obliged to pay any compensation to the Client.

9. Force majeure

- 9.1 VeeMee is not obliged to fulfil any obligation towards the Client if it is hindered to do so as a result of a circumstance not attributable to fault and for which VeeMee cannot be held accountable by virtue of the law, a legal act or generally accepted standards. The delivery obligations shall be suspended during force majeure. If this period lasts longer than 3 months, either Party is entitled to dissolve the agreement. In the event of force majeure, the Client is not entitled to any (damage) compensation, even if VeeMee may have any advantage as a result of the force majeure.
- 9.2 If VeeMee has partially fulfilled its obligations at the commencement of the force majeure, or has only partially fulfilled its obligations, VeeMee is entitled to invoice the already delivered or

the deliverable part separately and the Client is obliged to pay this invoice as if it concerned a separate contract.

- 9.3 Force majeure factors between the Parties shall in particular include fire, theft, molestation, riots, strikes, sit-down, business interruption, war, storms, delays or strikes in the supply of materials or aids and/or services or other problems in the execution of the work by VeeMee or its suppliers or third parties engaged, interference from government or supervisory bodies, statutory regulations that hinder the execution of the work, and in general any cause beyond the control of VeeMee, foreseen and unforeseen, which makes the execution of the agreement for VeeMee difficult.
- 9.4 VeeMee also has the right to invoke force majeure if the circumstance that prevents (further) fulfilment of the agreement occurs after VeeMee should have fulfilled its obligation.

10. Privacy and confidentiality

- 10.1 The Client guarantees that all statutory regulations concerning the data to be processed, including in particular the regulations laid down by or pursuant to the then applicable privacy legislation, have been and will be strictly observed and that all prescribed registrations and other formalities have been carried out and the required consent of its personnel has been granted. The Client shall immediately provide VeeMee with all requested information in writing.
- 10.2 The Client indemnifies VeeMee against claims of persons whose personal data have been registered or processed in the context of a personal data registration held by the Client or for which the Client is otherwise responsible by virtue of European and/or Dutch legislation, or for claims of third parties whether or not by virtue of damages, fines, settlements, criminal transaction proposals or otherwise and fully indemnifies VeeMee against such claims.
- 10.3 At any time during or after the termination of the agreement, the Client undertakes not to disclose any confidential information with regard to agreements or with regard to other documents or information provided on the basis of agreements or with regard to the activities and affairs of VeeMee to a third party or to use it for any other purpose than the agreement in question or the execution thereof, except (i) insofar as this is required by or by virtue of the law or by a competent authority, or (ii) insofar as this is done to a professional consultant imposing on him/her similar confidentiality obligations as set out in this article and then only insofar as this is done for lawful purposes, or (iii) to the extent that the information in question is generally or publicly available, without any wrongful act on the part of any person or of which that person could reasonably have known that disclosure is unlawful. In the event of a breach of this confidentiality clause, the Client shall be in default by operation of law and shall forfeit an immediately payable penalty of € 25,000 (twenty-five thousand euros) per case and € 1,000 (thousand euros) for each day or part of the day that the breach continues, without prejudice to VeeMee's right to compensation for the actual costs and damages.

11. Intellectual property rights, use and license

- 11.1 All rights of intellectual and industrial property with regard to designs, texts, photos, videos, technical drawings, calculations, samples, models, concepts and the like realized by VeeMee remain at all times the property of VeeMee and may not be reproduced or transferred or given on loan to third parties, without the explicit prior written permission of VeeMee. Nothing in an agreement between VeeMee and the Client can be considered as a transfer of (intellectual) property rights to the Client, unless explicitly agreed otherwise in writing.
- 11.2 VeeMee is at all times entitled to (have) its name mentioned or removed on or with a work. Without prior permission, the Client is not permitted to publish or reproduce the work without mentioning the name of VeeMee.
- 11.3 Subject to timely and full payment of all VeeMee invoices, the Client obtains the exclusive, non-transferable right to use a work in accordance with the purpose agreed upon in the assignment. This right of use ends by operation of law after 3 years after the conclusion of the agreement, unless agreed otherwise in writing. VeeMee has at all times the right to withdraw

the right of use. If no agreements have been made about the destination, the right of use is limited to that use of the design, concept or content, for which there were firm intentions at the time the assignment was granted. These intentions must be demonstrably announced to VeeMee before the conclusion of the agreement.

- 11.4 VeeMee has the right at all times to use the works realised by it for its own promotional and advertising purposes.

12. Liability

- 12.1 The liability of VeeMee, regardless of the basis thereof such as, among other things, attributable shortcoming or wrongful act or third parties engaged by VeeMee in the execution of the agreement, is at all times limited to damages that are the direct result of the harmful fact. VeeMee is therefore not liable for damages due to injury or death of persons, immaterial damages or consequential damages including loss of profit, loss suffered and costs incurred, damages due to production or business interruption and/or business stagnation.
- 12.2 VeeMee's liability for damages is in any case limited to the amount insured by VeeMee in respect of the damages occurring and paid out by VeeMee's insurer, increased by the excess that VeeMee must pay on the basis of the insurance policy. If, for whatever reason, no insurance cover should appear to exist, VeeMee's liability is limited to the net invoice value of the assignment to which the harmful fact relates.
- 12.3 The limitations in the liability of VeeMee as stipulated in the previous paragraphs of this article do not apply if the damages have arisen through gross negligence or intent of VeeMee or its executive subordinates.
- 12.4 Except in the case of gross negligence or intent of VeeMee or its executive subordinates, the Client shall indemnify VeeMee against all claims of third parties, for whatever reason, with regard to compensation of damages, costs or interest with regard to delivered goods arising from the use of the delivered goods or arising from, respectively resulting from, the agreement entered into with the Client.
- 12.5 All rights of claims of the Client towards VeeMee expire 1 year after execution of the assignment or delivery of the goods.

13. Other

- 13.1 The text of the Dutch version of these general terms and conditions shall prevail in the event of any ambiguity in a translated version.
- 13.2 VeeMee has the right to change these general terms and conditions unilaterally. Changes also apply to agreements already concluded. Changes take effect one month after notification by means of a written notification to the Client, including sending along the amended general terms and conditions. If the Client does not wish to accept the amendments to the general terms and conditions, he has the right to refuse these amendments by registered letter up to the time the amendments take effect. If the Client fails to do so, the Client will be deemed to have accepted the changes after the effective date.

14. Applicable law and disputes

- 14.1 The agreement between VeeMee and the Client and the resulting obligations as well as these general conditions are exclusively governed by Dutch law.
- 14.2 All disputes arising from offers, agreements and other legal relationships between VeeMee and the Client will be settled exclusively by the competent court of the District Court of Oost-Brabant.