

GENERAL TERMS AND CONDITIONS

The Event Engineers B.V.

Enschede, the Netherlands

Chamber of commerce no. 01865587

Article 1 - Definitions

1. The terms used in these general terms and conditions are defined as follows:
 - **The Event Engineers:** The Event Engineers B.V., located in Enschede, the Netherlands;
 - **Client:** each natural person or legal entity entering into a contract with The Event Engineers;
 - **Agreement:** Any written contract entered into by The Event Engineers and the client.

Article 2. Applicability

1. These general terms and conditions are applicable to all offers, quotations and all agreements between The Event Engineers and a client.
2. The Event Engineers shall make the text of these general terms and conditions available to the client in writing.
3. Any deviation of these terms and conditions should be made clear in writing.
4. The applicability of any conditions of the client is expressly rejected.
5. If The Event Engineers executes the agreement with the assistance of third-parties, the relevant (contract and/or guarantee) terms and conditions of that transaction will also apply to the agreement between The Event Engineers and the client.
6. In case these general terms and conditions are drawn up in a language other than Dutch, the Dutch text shall always prevail.
7. If one or more of the provisions of these general terms and conditions are invalid or set aside, the remaining provisions of these general terms and conditions shall remain applicable in full. The Event Engineers and the client will in that case enter into consultation with a view to making agreement on the substitution of the invalid provisions with new ones that approach as closely as possible the purpose and the tenor of the original provisions.
8. If The Event Engineers does not apply these general terms and conditions strictly to the contract and the execution of the contract, this does not mean these general terms and conditions are set aside. The Event Engineers can still require strict compliance at every moment.

Article 3. Offers

1. An offer is revocable even within any time limit for which the offer is said to be open.
2. All offers shall be without engagement and can therefore be revoked by The Event Engineers, even after the client has accepted the offer.
3. All information and specifications provided are indicative and subject to change at The Event Engineers discretion, unless otherwise is agreed by parties.
4. If the client has not accepted the offer within 30 days (or any other agreed term of acceptance) the offer is considered withdrawn.

Article 4. Agreements

1. The contract shall only come into force upon confirmation of The Event Engineers to the client or when The Event Engineers makes a start with the execution of the contract, in accordance with the client.
2. The contents of the contract are considered to be laid down in full and as the only document in order confirmation.

3. Any arrangements or agreements made with subordinate members of staff shall not be binding upon The Event Engineers, insofar as such agreements are not confirmed in writing by an authorized employee or by the director(s) of The Event Engineers.
4. When the client is two or more persons or legal entities, each of those persons or legal entities shall be jointly and severally liable for the performance of the agreement.
5. If and in so far as required for the correct execution of the agreement, The Event Engineers reserves the right to have the work carried out by third parties.
6. The Event Engineers is entitled to terminate the agreement in whole or in part, without judicial intervention, if the client is being liquidated, declared bankrupt or granted suspension of payment. In such case, The Event Engineers is not liable to pay any compensation or damages to the client for any reason whatsoever.
7. The client is not entitled to transfer rights and/or obligations ensuing from the agreement to a third party, unless otherwise is agreed by parties.

Article 5. Delivery

1. Stated delivery times are based on conditions at the time of closing the contract. The Event Engineers shall exercise the best possible care when executing the agreement, but an agreed period of delivery is an indicative period, never a firm deadline.
2. In the event The Event Engineers fails to deliver on or before the promised delivery, the client will not be entitled to terminate the agreement unless The Event Engineers is in default for more than 30 days.
3. The client shall collect the goods as soon as possible after notification is given. Should the client fail to collect the goods within a reasonable period, The Event Engineers is entitled to terminate the agreement, without prejudice to The Event Engineers legal rights in relation to the clients failure.
4. Delivery shall be deemed to have been made on the date that the goods are made available for collection by the client and The Event Engineers has given notice to the client that the goods are ready for collection. The risk of the goods forming the subject of the agreement being lost or damaged shall transfer to client at the moment of delivery. Transport is at the client's risk. Other arrangements will be made if the client is purchasing outside of the course of his business or trade.
5. If delivery and transport is on The Event Engineers, the client shall provide prompt access to the location where the goods shall be delivered. Any delay caused by the client will be charged as working time.

Article 6. Prices

1. Prices set by or agreed to with The Event Engineers are exclusive of taxes, unless otherwise is stated.
2. If taxes and duties or charges by any governmental body or authority change after closing of the contract, The Event Engineers shall be entitled to charge the client a reasonable price-increase. The Event Engineers is not entitled to do so in the event of the client purchasing outside of the course of his business or trade.
3. Any additional costs (insurance, transport, lodging, shipment) will be agreed with the client explicitly in writing.
4. If, at the request of or with prior consent from the client, The Event Engineers has performed work or rendered other performance which goes beyond the substance or scope of the agreed services, the client shall pay for that work or performance according to The Event Engineers usual rates. Expanding or modifying specifications or designs shall also constitute additional work. Insofar as a set price has been agreed for the services, The Event Engineers shall, upon request, inform the client in advance

about the financial consequences of the extra work or performance.

Article 7. Payment

1. Payment is due within 10 days of the invoice date. Other payment conditions can be agreed in writing by parties.
2. Payment shall be made by transferring the payable amount in Euro to the bank account stipulated by The Event Engineers.
3. The client's payment is without any deduction, discount or set-off.
4. All payments made by the client will first serve to settle the ((extra-)judicial) collection charges due and subsequently those invoiced or billed amounts that have been outstanding for the longest time, even if the client states that the payment relates to other invoices or bills.
5. If the client fails to remit payment within the 10-day period, the client shall be held in default by operation of law without formal notice. The client shall in that case be liable for the payment of interest equal to the statutory commercial interest rate at that time. The Event Engineers will be entitled to claim the in court and out of court costs with the client.
6. If the client is in default on any payment, The Event Engineers may suspend its performance and is, without judicial intervention, entitled to terminate the agreement.

Article 8. Additions and changes

1. Additions and/or changes to the agreement are only binding on the parties if these have been confirmed in writing by The Event Engineers.
2. The delivery period is reasonably extended, even in cases of The Event Engineers default, for additional arrangements or agreements and changes as well as in the event of unforeseen obstacles which are outside The Event Engineers sphere of influence.
3. Additional work and costs due to additional arrangements, agreements and changes may be charged to the client.

Article 9. The client's personal information

1. Personal information, provided by the client, will be kept in private files. The Event Engineers might use the client's personal information for the execution of the agreement.
2. The client may review, edit and delete his personal information at any time. Such a request may be submitted to the e-mail address: abuse@event-engineers.nl.
3. The client's personal information might be used for signature and implementation of an order. Personal information might also be used for customer relationship management, which includes marketing activities by The Event Engineers, but also the recovery of outstanding debts and the compliance with legal obligations.

Article 10. Retention of title

1. All products shall remain property of The Event Engineers until receipt of payment in full amounts due by the client to The Event Engineers in respect of any delivery, including interest and costs. The client is not authorized to pledge or encumber in any other way the products covered by the retention of title.
2. The client will keep the products under retention of title carefully and recognizable as The Event Engineers' property. If the client fails to fulfill his payment obligations to The Event Engineers, or if The Event Engineers has good reason to fear that the client will fail to fulfill his payment obligations, The Event Engineers may take back all products under retention of title. Afterwards, the client will be credited with the market value (based on purchase price), which can not be higher than the original purchase price, minus the costs of repossession.

Article 11. Client's obligations

1. Any type of license or permit needed for performance shall be obtained by the client at its own expense.
2. The client will provide The Event Engineers timely with full drawings and other data relating to the work mentioned in the agreement.
3. In the event the client fails to fulfill the obligations (article 11.1, 11.2), all the consequences, penalties and damages caused by or resulting from this failure are at the client's expense. Costs of delays and additional transports will be charged to the client.
4. The client will provide The Event Engineers timely with all data on the presence and exact location of any existing underground wiring.
5. All consequences caused by the failure of the client's equipment or caused by the client's not properly executed (preparatory) work - such as providing accurate and detailed information to The Event Engineers - shall be at the client's expense.

Article 12. Intellectual property

1. Unless otherwise is agreed in writing by parties, The Event Engineers reserves all rights and powers under the Dutch Copyright Act. All reports, recommendations, contracts, designs, sketches, drawings, calculations etc. issued by The Event Engineers remain the property of The Event Engineers and are exclusively designated for the client's use and the client may not, without the prior permission of The Event Engineers, reproduce them, publicize them or communicate them to third-parties unless otherwise is determined by the nature of the documents issued.
2. If the client infringes The Event Engineers intellectual property, he shall be obligated to immediately pay The Event Engineers the sum of € 1.000,00 for each day or part of a day the infringement exists, without prejudice to other rights The Event Engineers can assert.
3. The Event Engineers is entitled to take technical measures to protect all supplied software/equipment.
4. Without prior written permission of The Event Engineers, the client is not allowed to modify the supplied software/equipment at any manner.
5. The client shall indemnify The Event Engineers against any third-party cause of action based on the claim that software and/or equipment or other materials developed by The Event Engineers itself infringe an intellectual or industrial property right.
6. In case of an agreement where the client uses hardware and/or software provisioned by The Event Engineers, The Event Engineers shall grant the client the non-exclusive right to use the hardware and/or software. The Event Engineers is letting to the client the hardware and/or software for the initial term mentioned in the agreement. Parties can agree otherwise in writing.

Article 13. Complaints

1. The client should examine the product(s) upon delivery and make sure the product(s) comply with the contract.
2. Any faults or defects shall be reported in writing within 7 days of discovery. In the event claims are not lodged to The Event Engineers within this period of time, the product(s) is/are supposed to be accepted without any complaints.
3. All rights to complain lapse if the product(s) is modified by inexpert use and/or a lack of care.
4. Complaints that are based on minor variations in color, quality, composition, thickness, quantity etc. will not be examined.
5. The Event Engineers is only obliged to take notice of complaints if the client fulfilled all of its contractual obligations to The Event Engineers. The client will not be

able to suspend his obligations or settlement in connection with a complaint.

6. If the complaint is well-founded, The Event Engineers can replace the product. The client shall give The Event Engineers the opportunity to judge the client's appeal. If replacement of the product became useless for the client, parties can decide to terminate the agreement.

Article 14. Right of withdrawal

1. The risk and costs of withdrawal are at the client's expense.
2. The Event Engineers reserves the right to refuse returned goods if it is suspected that the article has already been opened, used or damaged due to a wrongful act of the client.

Article 15. Liability

1. The Event Engineers can not be held liable for losses caused by business stagnation, missed savings, loss of income, consequential losses, personal injury or any other damages whatsoever, directly or indirectly. The above is subject to exception in cases of intentional act or omission on par with gross negligence on the part of The Event Engineers.
2. The Event Engineers liability for losses or damages suffered by the client as a result of the agreement is limited to the amount of which The Event Engineers liability is insured. In the event of the damage, attributable to The Event Engineers, is not paid by the insurer of The Event Engineers, the liability of The Event Engineers will not exceed the costs of the original order.
3. Neither can The Event Engineers be held liable for losses caused by acts or omissions of third-parties.
4. The Event Engineers can not be held liable in the event damages are not lodged to The Event Engineers within 5 days after discovery.
5. All provisions shall also apply for the benefit of all legal and natural persons utilised by The Event Engineers in executing the agreement.
6. For any right to damages to exist, the client must always report the damage or injury to The Event Engineers in writing as soon as possible after it occurs. Any claim to damages against The Event Engineers shall be extinguished by the mere laps of 12 months after the claim arises.

Article 16. Indemnification

1. The client indemnifies The Event Engineers against claims of third-parties regarding any performance or supplied equipment by The Event Engineers, insofar as liability under these terms and conditions is possible.

Article 17. Force majeure

1. In these terms and conditions, force majeure is defined - in addition to that which is deemed as such by law and legal precedent - as all circumstances, foreseen or unforeseen, that are beyond the control of The Event Engineers but which prevent The Event Engineers from meeting his obligations.
2. The parties are not be required to comply with any obligation if prevented from doing so as a result of a circumstance that is beyond their control and for which they cannot be held accountable by virtue of the law, a juristic act or generally accepted views. The Event Engineers can suspend his contractual obligations during the period of force majeure. If the period of force majeure lasts for longer than two months, either party shall be entitled to dissolve the contract without being obliged to pay any compensation for damages to the other party.

3. What has already been performed pursuant to the agreement shall in case of force majeure be settled proportionately, without the parties otherwise owing each other anything.

Article 18. Disputes

1. All legal relationships between The Event Engineers and the client shall be governed by the laws of the Netherlands.
2. To the fullest extent permitted by law, the United Nations Convention on contracts for the International Sale of Goods (Vienna 1980), known as the Vienna Sales Convention, does not apply to the agreement comprised by these terms and conditions.
3. In the absence of mandatory rules of law to the contrary, the court in Almelo has exclusive competent jurisdiction.

GENERAL RENTAL TERMS

Article 19. General

1. The following general rental terms apply, in addition to the general provisions in the articles 1 to 18 of these terms and conditions, to all rental agreements.
2. If there is a conflict between the provisions of articles 1 to 18 and the provisions of this section, this section shall prevail.

Article 20. Delivery

1. The equipment shall be deemed delivered to the client when collected at the location of The Event Engineers, unless otherwise is agreed by parties. Upon delivery, all risk of loss of and/or damage to the equipment shall pass to the client.
2. Before the equipment is made available to the client, The Event Engineers has the possibility to make a delivery report on the condition of the equipment. The delivery report shall be signed by both parties. The delivery report confirms that the equipment is in good working order and condition and operating in accordance with standard specifications.
3. The client shall collect the equipment at The Event Engineer's first request..

Article 21. Operation of equipment

1. The equipment may only be used and operated in a careful and proper manner.
2. The use of the equipment must comply with all laws, ordinances and regulations relating to the possession, use or maintenance of the equipment, including registration and/or licensing requirements, if any. The client shall pay all costs required to maintain the equipment in good operating condition.

Article 22. Ownership

1. The equipment remains at all times the property of The Event Engineers. The client shall not sell, pledge or otherwise encumber the equipment.
2. The client shall at no time sublease or in any other manner surrender possession of the equipment to any third party, without the prior consent of The Event Engineers. If the client fails to fulfill this obligation, the client shall pay The Event Engineers the sum of € 1.000,00 for each day or part of a day the failure exists. Damages suffered by The Event Engineers shall be compensated by the client and The Event Engineers is entitled to terminate the agreement.

Article 23. Client obligations

1. The client undertakes to insure all equipment supplied by The Event Engineers at its full replacement value against physical loss or damage from the time it leaves The Event Engineers' premises until it is returned to The Event Engineers' premises. Such insures shall be effected by the client. The client shall ensure The Event Engineers' interest is noted by the insurers and shall notify The Event Engineers accordingly and give such other details of the policy or policies as The Event Engineers may require.
2. In the event of any loss, theft or damage the client must notify The Event Engineers as soon as possible within a period of 24 hours. In case of theft or loss the police must be informed at the first opportunity.

Article 24. Inspection

1. The client shall allow The Event Engineers to enter the client's premises where the rented equipment is stored or used at all reasonable times to locate and inspect the state and condition of the rented equipment.

Article 25. Determination

1. A fixed term agreement may be determined by The Event Engineers exclusively, by written notice given to the client, with a notice period of 30 days.
2. If the agreement is for an indefinite period, it may be terminated by either party, by written notice given to the other party, with a notice period of one calendar month.

Article 26. End of rental agreement

1. Unless otherwise agreed in writing between The Event Engineers and the client, it shall be the responsibility of the client to return the equipment to The Event Engineers on termination of the hire. The equipment shall be restored to the original condition and configuration.
2. If the client returns the equipment in a damaged or unclean condition, the client will be liable for the cost of any necessary repair, replacement or loss of earnings from the postponement of the next hire period.
3. If the equipment is not returned on the day they are required to be returned, the client is in default. The client shall:
 - be obligated to immediately pay The Event Engineers the sum of € 500,00 for each day or part of a day the default exists;
 - compensate to The Event Engineers all suffered damages.

If the client fails to return the equipment after receiving from The Event Engineers written notice requiring to return the equipment, The Event Engineers may perform such action on behalf of the client and at the client's costs.