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# GENERAL TERMS AND CONDITIONS OF IQUIP B.V.

## ARTICLE 1. | DEFINITIONS

In these general terms and conditions, the following terms, capitalised throughout, are defined as follows.

1. Iquip: the private company with limited liability 'Iquip', the user of these general terms and conditions, established at Maasdijkseweg 120 F, 2291 PJ in Wateringen, registered with the Trade Register under Chamber of Commerce number 76605256.
2. Other Party: any natural or legal person with whom Iquip has concluded or intends to conclude an Agreement.
3. Consumer: an Other Party, natural person not acting in the performance of a profession or business.
4. Parties: Iquip and the Other Party jointly.
5. Agreement: any agreement between the Parties under which Iquip undertakes in respect of the Other Party to:
  - provide Services;
  - sell goods, and/or;
  - rent goods.
6. Services: all services to be provided by or on behalf of Iquip under the Agreement, which may include, but are not limited to, (technical) support, assembly, installation, set-up and dismantling activities, as well as the secondment of personnel, whether or not in combination with the provision of goods by Iquip.
7. Written/In Writing: communication in writing, communication by e-mail or any other means of communication that can be equated with this in view of the state of the art and according to common practice.

## ARTICLE 2. | GENERAL PROVISIONS

1. These general terms and conditions apply to every Iquip offer and every Agreement.
2. These general terms and conditions also apply to Agreements for the performance of which third parties are engaged by Iquip.
3. The applicability of any general terms and conditions of the Other Party is expressly rejected.
4. The provisions of these general terms and conditions may only be deviated from expressly and In Writing. If and where any provision(s) expressly agreed between the Parties in Writing deviates from the provisions of these general terms and conditions, the provision(s) expressly agreed on between the Parties in Writing shall apply.
5. Destruction or nullity of one or more of the provisions of these general terms and conditions or the Agreement as such shall not affect the validity of the remaining clauses. In such a case, the Parties are obliged to enter into mutual consultation in order to reach a replacement arrangement in respect of the affected clause. In doing so, the purpose and purport of the original provision will be observed as much as possible.

## ARTICLE 3. | OFFERS AND CONCLUSION OF THE AGREEMENT

1. Every offer made by Iquip is free of obligation, even if it states a deadline for acceptance. An offer by Iquip can still be revoked by Iquip without delay, i.e. as soon as possible after its acceptance by the Other Party.
2. The Other Party cannot derive any rights from an offer by Iquip that contains an obvious mistake or error, as well as from an offer by Iquip that is based on inaccurate or incomplete data provided by the Other Party.
3. Without prejudice to the provisions of paragraph 1, each Agreement shall come into effect once the Other Party has signed Iquip's quotation electronically and sent it to Iquip.
4. If the Other Party concludes the Agreement on behalf of another natural person or legal entity, it declares by entering into the Agreement that it is authorised to do so. The Other Party shall be jointly and severally liable for the fulfilment of the obligations under that Agreement together with this (legal) person.

## ARTICLE 4. | OBLIGATIONS OF THE OTHER PARTY

1. The Other Party guarantees the timely provision to Iquip of all information that is reasonably relevant to the set-up and performance of the Agreement. The Other Party guarantees the accuracy and completeness of this information.
2. The Other Party shall at all times inform Iquip without delay of facts and circumstances that may be relevant with respect to the set-up and performance of the Agreement. The Other Party shall take all reasonable measures to optimise the performance of the Agreement by or on behalf of Iquip.
3. If it has been agreed that employees of or managers within the organisation of the Other Party, or other third parties to be engaged by the Other Party, will be involved in the performance of Agreements, the Other Party guarantees that these persons will be at Iquip's disposal in good time and that they will fully cooperate in order to enable proper performance of the Agreement.
4. The Other Party guarantees that Iquip can perform the Agreement in time, that the location of performance is suitable and cleared for that purpose and that the access roads and doors are suitable for the transport of all goods to be brought or delivered by or on behalf of Iquip. The Other Party further guarantees that the designated space for storage or placement of the items referred to here is suitable for that purpose.

5. The Other Party shall be responsible for obtaining any necessary permits. The absence of any required permits shall be at the Other Party's risk and shall not affect its obligation to pay the agreed price and costs.
6. Subject to the event of intent or conscious recklessness on its part, Iquip does not accept any liability for damage caused to goods belonging to the Other Party that occurred during the performance of the Agreement. The Other Party guarantees that the items brought by Iquip and placed or stored at the location of the Other Party are sufficiently insured under an indemnity insurance policy. The Other Party shall be liable for all damage caused during the performance of the Agreement to its own property and to Iquip's property by the Other Party, its subordinates, the visitors to the event concerned or other third parties, all to the extent the Other Party does not prove that the damage is to be attributed only to Iquip or any third parties engaged by it in the performance of the Agreement.
7. With respect to the Services, the persons employed by Iquip shall have access to the power grid and other facilities reasonably required by them at the location of performance of the Services free of charge.
8. If the Other Party fails to comply with its obligations referred to in the above paragraphs of this article, Iquip shall, without prejudice to the other provisions of these general terms and conditions, be entitled to suspend the performance of the Agreement and to charge the Other Party for any delay/waiting hours, damage suffered and additional costs incurred to remedy the Other Party's failure to perform the Agreement in a timely and proper manner.

#### **ARTICLE 5. | THIRD PARTIES AND DEADLINES**

1. Iquip is at all times entitled to delegate all or part of the performance of the Agreement to third parties and to involve third parties in the performance of the Agreement. Except insofar as the law mandatorily precludes this under the given circumstances, Iquip shall not be liable for damage, of any nature whatsoever, caused by an act or omission of third parties engaged by Iquip in the performance of the Agreement.
2. These general terms and conditions are also stipulated for the benefit of the third parties involved by Iquip in the Agreement. They may also invoke the provisions of these general terms and conditions against the Other Party as if the Other Party itself were a party to the Agreement.
3. Where delivery of the performance is not committed to a specific day, at a specific time and/or during a specific period, after expiry of which day, time or period, performance is permanently impossible, all performance and delivery periods stated by Iquip to which it has committed itself in respect of the Other Party are to be considered as indicative only and are not deadlines. Iquip shall not be in default in such cases until the Other Party has issued to Iquip a Written notice of default, which notice of default must state a reasonable period within which Iquip can still perform the Agreement, and performance has still not been fulfilled after the expiry of the last-mentioned period.

#### **ARTICLE 6. | SECONDMENT OF STAFF**

1. The provisions of this article apply to Agreements related to Iquip's staff being posted to the Other Party who work under the supervision and direction of the Other Party.
2. Since the staff works under the supervision and management of the Other Party, Iquip shall never be liable for any damage caused by the personnel to the Other Party or third parties. The Other Party shall indemnify Iquip against any claims from third parties in this respect. The Other Party shall also indemnify Iquip against claims by the staff or third parties pursuant to Book 7, Section 658 of the Dutch Civil Code. The Other Party shall be obliged to compensate Iquip for all damage and/or costs related to such claims.

#### **ARTICLE 7. | TERM AND PREMATURE CANCELLATION OF AGREEMENTS**

1. Unless expressly agreed otherwise, the Agreement ends upon completion of the agreed performances or upon expiry of the term for which the Agreement was entered into. Further to this, an Agreement with regard to the secondment of staff shall end at the time that Iquip can no longer provide the staff to the Other Party due to the termination of the employment or assignment agreement between the personnel and Iquip, unless the staff in question is replaced by other staff of Iquip.
2. If the Other Party cancels the Agreement prematurely, the Other Party shall, subject to the provisions of the following paragraph, continue to owe Iquip the full agreed price and any additional costs already incurred.
3. In case the Agreement provides for the rental of goods by Iquip and the Other Party cancels the Agreement, the following cancellation policy shall apply:
  - In case of cancellation up to 30 days before the start of the rental period, the Other Party shall owe 50% of the total rental price;
  - In case of cancellation between the 30<sup>th</sup> day (inclusive) and the 14<sup>th</sup> day (exclusive) before the start of the rental period, the Other Party shall owe 75% of the total rental price;
  - In case of subsequent cancellation, the Other Party shall remain liable for the full rental price.Cancellation must be made by e-mail or otherwise In Writing. The day on which the Other Party's cancellation notice reaches Iquip shall be considered the day of cancellation.

4. The provisions in these general terms and conditions which by their nature or purport are intended to apply even after the termination of the Agreement, shall remain in force even after the termination of the Agreement.

## **ARTICLE 8. | INDIVIDUAL RENTAL OF GOODS**

1. This article applies to Agreements providing for the rental of goods (hereinafter referred to as "rented items") where the rented item is under the control of the Other Party or another third party designated by it during the term of the Agreement and Iquip or a third party designated by it does not continuously manage the rented item (hereinafter referred to as "individual rental").
2. Delivery of the rented item shall take place at the place and in the manner expressly agreed in Writing. In the event of delivery of the rented item by or on behalf of Iquip, the Other Party must ensure that a person is present at the agreed time and delivery address who is authorised to receive the rented item.
3. The Other Party declares to have received the rented item in the same condition in which the rented item was delivered to the Other Party. Except for normal wear and tear, the Other Party shall keep the rented item in the same condition during the period that the rented item is at its disposal as the condition in which the rented item was delivered to the Other Party. By entering into the Agreement, the Other Party declares that it is familiar with the operation of the rented item and acknowledges that the rented item meets the purpose for which it rents the rented item.
4. The Other Party shall only use the rented item in accordance with the purpose of the rented item. The manner of use and set-up of the rented item shall be at the expense and risk of the Other Party.
5. The Other Party shall look after the rented item as a professionally acting tenant and shall also ensure appropriate and safe storage of the rented item. The Other Party shall at all times be obliged to grant Iquip or a person authorised by it free access to the place where the rented item is located in order to have the condition of the rented item inspected.
6. If instructions are given to the Other Party by or on behalf of Iquip regarding the use of the rented item, the Other Party shall be obliged to strictly observe these instructions.
7. The Other Party is not allowed to sublet the rented item or otherwise provide it to third parties outside the location where the rented item has been delivered or is intended to be used according to the Agreement.
8. Full or partial relinquishment or transfer of use of the rented item for no consideration or in any other respect is not permitted. Without prejudice to the provisions of the previous sentence, the Other Party shall in any case bear the responsibility and risk in its relationship to Iquip for conduct of the person(s) to whom the Other Party may have transferred or left the effective control over the rented item in whole or in part, for a shorter or longer period of time.
9. If a fault or defect occurs in or on the rented item during the rental period, the Other Party must immediately notify Iquip. The Other Party is not allowed to rectify any malfunctions or defects by itself and/or to carry out repairs to the rented item, unless the contrary has been expressly agreed in writing. If faults or defects in or to the rented item are not reported to Iquip immediately or not at all, the Other Party shall, without prejudice to the other provisions of these general terms and conditions, be fully liable for any resulting damage.
10. The Other Party declares to be familiar with the fact that the rented item is not insured from the moment the rented item is provided to the Other Party. The Other Party shall be obliged to insure the rented item with a reputable insurance company against all insurable damages, including fire and theft, and to keep it insured until its return to Iquip. The rights of the Other Party in respect of the insurer arising from such insurance contract(s) are hereby, in advance, transferred by the Other Party to Iquip. At Iquip's request, the Other Party shall be obliged to place the insurance policy or policies in Iquip's possession. The value of the rented item to be insured shall be communicated by Iquip to the Other Party at the Other Party's written request.
11. In the event of theft or loss of or damage to the rented item, the Other Party shall be obliged to immediately notify Iquip. Moreover, in the event of theft or loss or in the event of damage by acts of war, the Other Party shall immediately report this to the police in the municipality where the theft, loss or damage by acts of war occurred and immediately send a copy of the report to Iquip. If the Other Party fails to comply with the obligations referred to in this paragraph, it shall, without prejudice to the other provisions of these general terms and conditions, be obliged to compensate Iquip for any loss or damage resulting from the aforementioned events.
12. Except for intent and deliberate recklessness on the part of Iquip, the Other Party shall indemnify Iquip against all claims by third parties, of any nature whatsoever, relating to the use of the rented item. The Other Party shall be obliged to reimburse all reasonable costs of defence against such claims.
13. In case of loss, loss, alienation, theft or misappropriation of the rented item, the Other Party shall be obliged to compensate the replacement value of the rented item, without prejudice to the provisions in this respect in Article 14.3 and without prejudice to Iquip's other statutory rights.
14. Any deposit paid by the Other Party shall be offset against Iquip's claims against the Other Party.

### Return and damage

15. The rented item must be cleaned and returned no later than the day and time at which the rental period ends. In the event of late return, the Other Party shall owe a penalty of 150% of the rental rate per 24 hours for the items concerned until the day of return, without prejudice to Iquip's right to claim full damages, including the costs of retrieving the rented items (or causing them to be retrieved) and the possible need to rent items from an external party in order to be able to fulfil obligations in respect of other hirers.



16. All risk of loss of and damage to the rented item shall be at the expense of the Other Party until the rented item is effectively returned to Iquip at the end of the rental period, also where the rented item is effectively under the control of a third party, whether or not with Iquip's permission. If, barring normal wear and tear, the rented item is returned to Iquip in a lesser condition than the condition in which it was provided to the Other Party at the start of the rental, the Other Party shall be liable for all repair, restoration and/or cleaning costs incurred by Iquip, without prejudice to Iquip's right to claim loss of rent and compensation for any other damage.
17. In the event of damage to the rented item, other than normal wear and tear, the Other Party shall owe the costs of repair of the damage as compensation, as well as the rental price per day for each day involved in such repair, plus 15% of that rental price.
18. In case of broken glass of lamps and lenses or damage to or loss of parts, Iquip is entitled to recover the resulting costs from the Other Party. These costs must be paid within 48 hours in the manner prescribed by Iquip. Damage resulting from burned-out bulbs, provided they have been returned to Iquip, shall not be charged. Replacement costs will be charged to the Other Party for lamps that have not been returned.
19. In the event that upon return, the rented item is not immediately checked for damage by or on behalf of Iquip, Iquip shall still do so within 72 hours after the return. The damage with respect to any defects of the rented item found, for which the Other Party is liable under these general terms and conditions, shall be borne by the Other Party.

#### **ARTICLE 9. | COMPLAINTS IN RESPECT OF SERVICES, INDIVIDUAL RENTAL AND INVOICES**

1. The provisions of this article apply to Agreements that do not provide for the sale and delivery of products as referred to in the following article.
2. The Other Party shall be obliged to notify Iquip verbally of any complaint regarding the performance of the Agreement by or on behalf of Iquip without delay after having observed, i.e. after reasonably having observed, the default presumed by the Other Party, and to subsequently confirm the complaint to Iquip in writing within two working days, failing which Iquip shall be deemed to have complied with its obligations in this respect and the Other Party can no longer invoke any default on the part of Iquip in this respect.
3. Complaints regarding the amount of the invoice must be submitted In Writing to Iquip within seven days of the invoice date, failing which the Other Party's right to still object in this respect shall lapse.
4. If the Other Party fails to complain in a timely manner, no obligation arises for Iquip from such a complaint by the Other Party.
5. Even if the Other Party files the complaint on time, its obligation to pay in full and on time, as well as its obligation to further fulfil the Contract, shall continue to be effective, except as and where imperatively prevented by the law for the benefit of the Consumer.

#### **ARTICLE 10. | INVESTIGATION, COMPLAINTS AND GUARANTEE FOR PRODUCT SALES**

1. The provisions of this article apply to Agreements related to the sale and delivery of products.
2. The Other Party must check at the time of delivery, i.e. immediately afterwards, that the type and quantity of the products comply with the Agreement. If the Other Party believes that the type and/or quantity of the products do not comply with the Agreement, it must immediately notify Iquip. In the event that the products are collected by or on behalf of the Other Party, the acceptance of the products implies a tacit confirmation that the type and quantity of the products comply with the Agreement, unless a Written reservation was made in that respect before acceptance.
3. Complaints with regard to defects that were not reasonably visible or otherwise could not be known at the time of delivery must be submitted to Iquip In Writing within five days after the Other Party became aware of the existence of the defect, i.e. could reasonably have become aware of it, stating the grounds for the complaint.
4. Contrary to the provisions of the previous paragraphs of this article, a Consumer can no longer claim that the products delivered for a consumer purchase does not comply with the Agreement, if no complaint has been made to Iquip in this regard within two months after the Consumer discovered the defect.
5. Even if the Other Party files a complaint on time, its obligation to pay Iquip on time shall continue to be effective, except insofar as this is imperatively prevented by law for the benefit of the Consumer.
6. The guarantee on the goods delivered is limited to the manufacturer's guarantee, if any, provided by the manufacturer of the products. However, a guarantee provided by Iquip, manufacturer or importer does not affect the imperative statutory rights and claims that Consumers may assert against Iquip (conformity).
7. Without prejudice to any explicitly stipulated guarantee conditions, any applicable guarantee, including a claim by a Consumer for non-conformity, shall lapse if a defect in the delivered goods is the result of an external cause occurring after delivery or another circumstance not attributable to Iquip. This includes, but is not limited to, defects occurring after delivery as a result of damage, natural wear and tear, damage caused by acts of war, extreme weather conditions, improper or unprofessional use, use contrary to the user instructions or other instructions from or on behalf of Iquip, failure to maintain the delivered goods or cause them to be maintained professionally and regularly, and making any changes to the delivered goods, including repairs not carried out with Iquip's express prior written consent.

## **ARTICLE 11. | FORCE MAJEURE**

1. Iquip shall not be obliged to fulfil any obligation under the Agreement if and as long as it is prevented from doing so by a circumstance that cannot be attributed to it under the law, a legal act or generally accepted practice. Force majeure means any circumstance beyond Iquip's control and/or unforeseeable circumstances as a result of which Iquip cannot reasonably be expected to perform the Agreement or to perform it on time. Force majeure shall include work strikes, incapacity for work of personnel, shortcomings of suppliers or third parties pandemics, epidemics, transport difficulties, fire and government measures.
2. Iquip reserves the right to invoke force majeure also if the reason for the force majeure occurs after the performance should have been delivered.
3. Only if the force majeure situation makes fulfilment of the Agreement permanently impossible or continues for more than three months, the Parties shall be entitled to dissolve the Agreement, without court intervention, with immediate effect.
4. If, when the force majeure situation arises, Iquip has already partially fulfilled its obligations, or can only partially fulfil its obligations, it shall be entitled to separately invoice the part of the Agreement that has already been performed or the executable part of the Agreement as if it were an independent Agreement.
5. Without prejudice to the application of the previous paragraph, damage caused by force majeure shall never be eligible for compensation.

## **ARTICLE 12. | SUSPENSION AND TERMINATION**

1. If reasonably justified by the circumstances of the case, Iquip shall be entitled to suspend the performance of the Agreement, without court intervention, or to dissolve the Agreement in full or in part with immediate effect, if and insofar as the Other Party fails to fulfil its obligations under the Agreement, or fails to do so in time or in full, or if circumstances come to Iquip's knowledge after the conclusion of the Agreement give good reason to fear that the Other Party will not fulfil its obligations. If the fulfilment of the obligations of the Other Party in respect of which it fails or is at risk of failing is not permanently impossible, the authority to dissolve the Agreement shall only arise after the Other Party has been given notice of default in writing by Iquip, which notice of default shall state a reasonable period within which the Other Party can (as yet) fulfil its obligations and performance has still not been fulfilled after the expiry of the last-mentioned period.
2. If the Other Party is in a state of bankruptcy, has applied for (provisional) suspension of payment, its goods have been attached or in cases in which the Other Party cannot freely dispose of its assets in any other way, Iquip is entitled to dissolve the Agreement in whole or in part with immediate effect. In case of letting, the Other Party is obliged to notify the seizing bailiff of the concluded Agreement, or in case of bankruptcy or receivership to the receiver or administrator.
3. Furthermore, Iquip is entitled to dissolve all or part of the Agreement if circumstances arise of such a nature that performance of the Agreement is impossible or cannot reasonably be required of it without modification.
4. The Other Party shall never claim any form of compensation with respect to the right of suspension and/or dissolution exercised by Iquip pursuant to this article.
5. Where the cause that led to suspension or dissolution of the Agreement can be attributed to the Other Party, the Other Party shall be obliged to compensate Iquip for the damage suffered as a result.
6. If Iquip dissolves the Agreement pursuant to this article, all claims against the Other Party shall be immediately due and payable and, without prejudice to its other rights, Iquip shall be entitled to immediately retrieve any items rented to the Other Party.

## **ARTICLE 13. | PRICES, COSTS AND PAYMENTS**

1. Iquip's quotation shall state the price and cost factors as accurately as possible. All prices and costs stated by Iquip are exclusive of VAT. An offer addressed to Consumers states prices and costs (also) including VAT.
2. If a change occurs in VAT rates or other government levies after the conclusion of the Agreement, Iquip shall be entitled to change the agreed prices and costs accordingly.
3. Prices and costs are based on the price and cost-determining factors known at the time the Agreement was concluded. Iquip reserves the right to change its prices or costs due to changes in wages or other price or cost-determining factors. The foregoing also applies to Consumers, on the understanding that the Consumer may dissolve the Agreement after the increases referred to in this paragraph have been passed on, provided that the increase is passed on within three months after the conclusion of the Agreement and Iquip still explicitly refuses to perform the Agreement under the originally agreed price conditions.
4. Iquip is entitled to demand the amount owed by the Client to be paid in full or in part through advance payment. If the Agreement has a term of more than one month, Iquip shall submit invoices on a monthly basis. Iquip shall not be obliged to (further) perform the Agreement for as long as the Client is in default of any payment obligation in respect of Iquip that is already due.
5. If the Other Party is in a state of bankruptcy, its business is liquidated, any attachment is levied on its goods, has applied for (provisional) suspension of payments or otherwise cannot freely dispose of its assets, the claims against the Other Party shall be immediately due and payable.
6. Payments shall be made by bank transfer, within the period stated on the relevant invoice. Iquip uses a standard payment term of 14 days from the invoice date, but may deviate from this in individual cases.

7. If payment is not made on time, the Other Party shall be in default by operation of law. From the day that the Other Party enters into default, the Other Party shall owe interest of 2% per month on the outstanding amount, whereby a part of a month shall be considered a full month. In deviation from the previous sentence, instead of the contractual interest referred to there, the statutory interest rate applicable at the time of the default shall apply if the Other Party is a Consumer.
8. All reasonable costs, such as judicial, extrajudicial and execution costs, incurred to obtain the amounts owed by the Other Party will be borne by the Other Party, on the understanding that the provisions of the Collection Costs Act will not be deviated from to the detriment of Consumers.

#### **ARTICLE 14. | LIABILITY AND INDEMNITY**

1. Iquip shall not be liable for any damage caused by and/or related to inaccuracies or incompleteness in the data provided by the Other Party, any other failure to fulfil the Other Party's obligations under the law or the Agreement, as well as any other circumstance that cannot be attributed to Iquip.
2. Iquip will not in any event be liable for any damage resulting from the non-functioning, improper functioning or functioning not as expected of the items provided by Iquip or caused to persons and/or property with respect to their use.
3. If any items belonging to Iquip are managed by Iquip or third parties designated by Iquip during the performance of the Agreement, the use of such items shall be at Iquip's risk. However, in the event of damage to those items as a result of vandalism, theft or other circumstances that are not reasonably Iquip's risk, the Other Party shall be liable to Iquip for all resulting damage. Any damage to instruments, sound equipment, means of transport, other goods, crew and accessories of Iquip, through any cause whatsoever, whether owned or hired by Iquip, caused by the Other Party, by third parties other than those designated by Iquip and/or by the public present at the event concerned, shall be fully compensated by the Other Party at the replacement value of the goods concerned.
4. Any costs for replacement material and related transport, as well as additional labour, shall be for the Other Party's account. Iquip shall not be liable for damage of any kind caused by the Other Party, its personnel, relations or visitors. This also applies to any damage suffered by the Other Party caused by the failing or not properly working of the provided equipment, unless this occurs as a result of intent or conscious recklessness on the part of Iquip.
5. The use of goods provided by Iquip shall be at the Other Party's own risk, even if these goods are managed by Iquip as part of the Agreement. Damage, for instance to floors, and any cleaning costs shall not in any event be for the account of Iquip.
6. Iquip shall not in any event be liable for indirect damage, including losses suffered, loss of profit and damage due to business interruption.
7. Any liability on the part of Iquip shall be limited to a maximum of the proper performance of the Services or repair or replacement of the supply to which Iquip's liability is related. If performance of the Services or repair or replacement is not possible, Iquip's liability shall be limited to a maximum of the invoice value of the Agreement, or at least that part of the Agreement to which Iquip's liability is related. Under no circumstances shall Iquip's liability exceed the amount actually paid in the case in question under the liability insurance taken out by Iquip, plus any excess applicable to Iquip under that insurance policy.
8. The limitation period for all legal claims against Iquip is one year. Notwithstanding the previous sentence, legal claims accruing to Consumers that are based on facts that would justify the assertion that a consumer purchase does not comply with the Agreement shall lapse after the end of two years.
9. The Other Party shall indemnify Iquip against any claims from third parties who suffer damage with respect to the performance of the Agreement, the cause of which cannot be attributed to Iquip. If Iquip is held liable by third parties on that account, the Other Party shall be obliged to assist Iquip both within and outside a court and immediately do everything reasonably to be expected of Iquip in that case. Should the Other Party fail to take adequate measures, Iquip shall be entitled, without notice of default, to take such measures by itself. All resulting costs and damages incurred on the part of Iquip and/or third parties shall be entirely at the expense and risk of the Other Party.
10. In the case of a consumer purchase, the restrictions in this article do not extend further than as permitted under Book 7, Section 24 paragraph 2 of the Dutch Civil Code.
11. The limitations of liability in these general terms and conditions do not apply if the damage was caused by intent or deliberate recklessness on the part of Iquip or its managerial staff.

#### **ARTICLE 15. | BUMA, STEMRA AND SENA RIGHTS**

All costs relating to BUMA, STEMRA and SENA rights, which result from the performance of music by Iquip, either mechanically or live, in public or private places, as well as from such music being recorded on audio carriers, shall be entirely for the account of the Other Party. The Other Party indemnifies Iquip against any possible claim, in respect of BUMA/STEMRA and SENA.

## **ARTICLE 16. | RETENTION OF TITLE UPON SALE**

1. The title to all goods sold by Iquip shall be vested with Iquip until the Other Party has properly fulfilled all its obligations under the Agreement.
2. The Other Party is prohibited from selling, pledging or otherwise encumbering the items subject to retention of title.
3. If third parties seize the goods subject to retention of title or wish to establish or assert rights to them, the Other Party shall be obliged to notify Iquip as soon as possible.
4. The Other Party gives unconditional permission to Iquip or third parties designated by it to enter all those places where the goods subject to retention of title are located. If the other party is in default, Iquip is entitled to take back the goods referred to here. Any reasonable related costs shall be borne by the Other Party.
5. If the Other Party has fulfilled its obligations after delivery of the sold items, the retention of title in respect of these items shall revive if the Other Party fails to fulfil its obligations under a subsequently concluded Contract.

## **ARTICLE 17. | FINAL PROVISIONS**

1. Iquip is entitled to amend these general terms and conditions. In that case, the Other Party shall be notified accordingly and provided with the amended general terms and conditions, while subsequently they shall be applicable. In the case of a Consumer, any amended general terms and conditions shall not apply to a current Agreement if and insofar as the amendments are to the Consumer's detriment.
2. Each Agreement and all resulting legal relationships between the Parties shall be governed exclusively by Dutch law.
3. Before any recourse to the courts, the Parties are obliged to make every effort to settle the dispute by mutual agreement.
4. Any legal disputes between the Parties shall be submitted to the competent court in the first instance within the district of the Court of The Hague only, without prejudice to Iquip's right to designate another court having jurisdiction according to the law. If the Other Party is a Consumer, the Consumer shall be entitled to choose the court that has jurisdiction according to the law within one month after Iquip has announced In Writing that it wishes to initiate proceedings before the court it has designated.
5. If these general terms and conditions are available in several languages, the Dutch language version shall at all times be decisive with regard to the interpretation of the respective clauses.