



General Terms and Conditions FireWare B.V.

These terms and conditions are
also applicable to
the trade names FireRent,
FireSales, and FireConsult

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General Terms and Conditions

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FireWare B.V. ,also acting under the names
FireRent, FireSales, and FireConsult

hereinafter referred to as: the 'user'

Article 1 Definitions

1. In these general terms and conditions the following terms are used in the following meaning, unless expressly indicated otherwise:
User: the user of the general terms and conditions;
Buyer: the other party of the user, acting in the course of a profession or business;
Agreement: the agreement by and between the user and the buyer.

Article 2 General

1. The provisions set forth in these general terms and conditions are applicable to each and every proposal and to each and every agreement between the user and a buyer to which the user declared these general terms and conditions applicable to the extent that the parties do not expressly deviate from these terms and conditions in writing.
2. The present terms and conditions are also applicable to any and all agreements with the user if third parties are involved in the implementation thereof.
3. General terms and conditions of the buyer are only applicable if expressly stipulated in writing that they shall be applicable to the agreement with the exclusion of the present terms and conditions. As the occasion arises potentially still conflicting provisions in the general terms and conditions of the user and the buyer shall only apply between the parties if and to the extent that they are part of the terms and conditions of the user.
4. If one or more provision of these general terms and conditions are invalid or cancelled then the remaining provisions of these general terms and conditions shall remain in full force and effect. The user and the buyer shall then enter into discussions in order to agree on new provisions to replace the invalid or cancelled provisions in the course of which, if and to the extent possible, the objective and the scope of the original provision are taken into account.

Article 3 Proposals and offers

1. Any and all offers are subject to contract and revocable.
2. The offers made by the user are subject to contract; they are valid during a period of thirty days, unless indicated otherwise. The user is only bound by offers if the acceptance of the same by the buyer is confirmed in writing within thirty days.
3. The user can also revoke an offer before it has been accepted by the buyer within its validity period.

4. Delivery times in offers of the user are indicative and shall not entitle the buyer to dissolution or compensation in case of overstepping of the same, unless expressly stipulated otherwise.
5. The prices in the aforementioned proposals and offers are exclusive of VAT and other official duties as well as shipping and potential transport and packaging costs, unless expressly indicated otherwise.
6. If the acceptance differs (on subordinate points) from the proposal included in the offer then the user shall not be bound by the same. In that case the agreement is not concluded in accordance with the said different acceptance, unless the user indicates otherwise.
7. A combined quotation shall not compel the user to deliver a part of the goods included in the proposal or offer at a corresponding part of the quoted price.
8. Proposals or offers are not automatically applicable to repeat orders.

Article 4 Implementation of the agreement

1. The user shall implement the agreement to the best of its knowledge and ability and in accordance with good business practices. All on the basis of the then available state of the art.
2. If and to the extent required for proper implementation of the agreement, the user shall be entitled to have certain activities performed by third parties.
3. The buyer sees to it that any and all data of which the user indicates that they are required or of which the buyer should within reason understand that they are required for the implementation of the agreement are made available to the user in a timely fashion. If the data that are required for the implementation of the agreement are not made available to the user in a timely fashion then the user shall be entitled to suspend the implementation of the agreement and/ or charge the additional costs deriving from the delay to the buyer in accordance with the usual rates.
4. The user shall not be liable for damages, of any nature whatsoever, that are the result of the fact that the user departed from incorrect and/or incomplete data supplied by the buyer.
5. If it is stipulated that the agreement shall be implemented in stages then the user can suspend the implementation of the said stages until the buyer approved the results of the previous stage in writing.
6. If activities are performed by the user or by

third parties relied on by the user at the location of the buyer or a location designated by the buyer then the buyer shall provide, free of charge, for the facilities within reason required by these employees.

7. The buyer indemnifies the user against potential claims of third parties who incur damages that are the result of the implementation of the agreement and in respect of which the user is liable to pay compensation to the said third parties, unless the occurrence of the damages can be blamed on intent or gross negligence on the part of the user.

Article 5 Delivery

1. Delivery takes place ex warehouse of the user.
2. If delivery takes place on the basis of 'Incoterms' then the 'Incoterms' applicable at the time of the conclusion of the agreement shall apply.
3. The buyer is held to take receipt of the goods at the moment that the user delivers or has delivered the same or at the moment that they are made available to the same according to the agreement.
4. If the buyer rejects receipt or fails to supply information or instructions that are required for the delivery then the user shall be authorised to store the goods at the expense and risk of the buyer.
5. If the goods are delivered then the user shall be entitled to charge potential delivery charges. These shall then be invoiced separately.
6. If the user requires data from the buyer within the framework of the implementation of the agreement then the delivery time takes effect after the buyer has made the same available to the user.
7. If the user indicated a delivery time then it is understood to be indicative. An indicated delivery time is therefore never a fatal deadline. In case of an overstepping of a time limit the buyer must give the user written notice of default and in connection therewith observe a time limit of at least 14 days.
8. The user is authorised to deliver the goods in parts, unless deviated from the same by agreement or if independent value cannot be attributed to the partial delivery. The user is authorised to invoice the thus delivered goods separately.
9. If it is stipulated that the agreement shall be implemented in stages then the user can suspend the implementation of the components that pertain to a subsequent stage until the buyer approved the results of the

preceding stage in writing.

Article 6 Samples and models

1. If a sample or model was shown or provided to the buyer then it is assumed to merely provide an indication without the good having to correspond with the same, unless it is expressly stipulated that the good shall correspond with the same.
2. In case of agreements concerning immovable property indication of the floor surface or other dimensions and indications are also assumed to provide an indication, without the good having to correspond with the same.

Article 7 Inspection, complaints

1. The buyer is held to inspect (have inspected) the delivered goods at the time of delivery (completion) however in any case within the shortest period of time. In this respect the buyer should inspect whether the quality and the quantity of the delivered goods correspond with that which was agreed on, at least comply with the requirements that can be imposed on the same in normal (commercial) transactions.
2. Potential apparent defects or shortcomings must be reported to the user in writing within three days after delivery. Latent defects or shortcomings must be reported within three weeks after discovery however at the latest within 2 months after delivery.
3. If a claim is, in pursuance of the previous paragraph, filed in a timely fashion then the buyer remains held to take receipt of and pay for the purchased goods. If the buyer wants to return defective goods then this shall take place with the prior written consent of the user and in the manner indicated by the user.

Article 8. Allowances, price, and costs

1. If the user stipulated a fixed sales price with the buyer then the user shall nonetheless be authorised to increase the price.
2. The user can, inter alia, pass on price increases if significant price increases occur during the moment of the offer and the implementation of the agreement with regard to, for instance, exchange rates, salaries, raw materials, semi-manufactured goods, packaging material.
3. The prices used by the user are exclusive of VAT and potential other duties as well as costs that may be incurred within the framework of the agreement, including shipping costs and administrative charges, unless indicated otherwise.

Article 9 Change of the agreement

1. Should it become apparent during the implementation of the agreement that it is necessary to change and/or supplement the activities to be performed then the parties shall adjust the agreement accordingly in a timely fashion and in joint consultation.
2. If the parties agree that the agreement is changed and/or supplemented then the time of completion of the implementation may be affected. The user shall inform the buyer accordingly as soon as possible.
3. If the change and/or supplement of the agreement have financial and/or qualitative consequences then the user shall inform the buyer accordingly in advance.
4. If a fixed rate was stipulated then the user shall indicate to what extent the change or supplement of the agreement results in an overstepping of this fixed rate.
5. In derogation from these provisions the user shall not be allowed to charge additional costs if the change or supplement is the result of circumstances that can be attributed to the same.

Article 10 Payment

1. Payment must take place within 14 days after the date of the invoice in a manner indicated by the user in the currency of the invoice. Objections to the level of the invoices shall not suspend the payment obligation.
2. If the buyer fails to pay within the time limit of 14 days then the buyer shall be in default by operation of law. The buyer shall then be liable to pay interest at a rate of 1% per month, unless the statutory interest is higher in which instance the statutory interest applies. The interest on the claimable amount shall be calculated as from the moment that the buyer is in default up to the moment of satisfaction of the full amount.
3. In case of liquidation, insolvency, attachment or suspension of payment of the buyer the claims of the user vis-à-vis the buyer immediately fall due.
4. The user is entitled to first apply the payments made by the buyer to the costs, then to the accrued interest and finally to the principal sum and the accruing interest. The user can, without thus being in default, reject a payment offer if the buyer designates a different order for the allocation. The user can reject payment in full of the principal sum if the accrued and accruing interest and the costs are not also paid in full.
5. The user has the possibility of charging a late



payment surcharge of 2%. This surcharge is not payable in case of payment within 7 days after the date of the invoice.

Article 11 Reservation of title

1. Any and all goods delivered by the user, also including possible designs, sketches, drawings, films, software, (electronic) files, etc., shall remain the property of the user until the buyer complied with all its obligations on account of any and all agreements concluded with the user.
2. The buyer is not authorised to alienate, pledge or otherwise encumber the goods delivered subject to the reservation of title.
3. If third parties impose an attachment on the goods delivered subject to the reservation of title or intend to establish or exercise rights in respect of the same then the buyer commits to inform the user as soon as within reason can be expected.
4. The buyer commits to insure the goods delivered subject to the reservation of title and to keep the same insured against fire, explosion and water damage as also against theft and to on demand provide insight into the policy of this insurance.
5. If the user wants to exercise its ownership rights as intended in this article then the buyer hereby already grants unconditional and irrevocable consent to the user or to third parties to be designated by the same to access all the locations where the goods of the user are located and to take back those goods.

Article 12 Warranty and Conformity

1. The user warrants that the delivered goods correspond with the agreement, even if the delivered goods are meant to be used abroad.
2. The user warrants the aforementioned conformity during a period of 12 months after delivery, unless expressly stipulated otherwise in writing.
3. If the goods to be delivered do not correspond with the agreement then the user shall, at the discretion of the user, replace the good within a reasonable time limit after receipt of the same or, should a return within reason not be possible, written notification of the defect by the buyer, or provide for repair of the same. In case of replacement the buyer hereby already commits to return the replaced good to the user and to provide the title thereof to the user.
4. The obligation of the user included in paragraph 3 is not applicable if the defect is the result of injudicious or improper use by the buyer or if, without written consent

of the user, the buyer or third parties made changes or tried to make changes to the good or used the latter for purposes for which the good is not meant.

5. If the warranty provided by the user is related to a good that was manufactured by a third party then the warranty shall be limited to the warranty that is provided by the manufacturer of the good.

Article 13 Collection costs

1. If the buyer fails to comply with one or more of its obligations then any and all reasonable costs to obtain satisfaction out of court are at the expense of the buyer. If the buyer continues failing to pay an amount then the buyer also forfeits an immediately claimable penalty of 15% on the yet payable amount. The latter with a minimum of € 50.00, without prejudice to the right of the user to claim compensation.
2. If the user incurred higher costs, which were within reason required, then these shall also qualify for compensation.
3. The possibly incurred reasonable judicial and execution costs are also at the expense of the buyer.
4. The buyer is liable to pay interest on the incurred collection costs.

Article 14 Suspension and dissolution

1. The user is authorised to suspend compliance with the obligations or to dissolve the agreement if:
 - the buyer does not comply with the obligations on account of the agreement or not completely;
 - after the conclusion of the agreement circumstances came to the knowledge of the user that give good reason to fear that the buyer shall not comply with the obligations. If there is good reason to fear that the buyer shall only comply partly or not properly then suspension shall only be allowed to the extent that this is justified by the failure;
 - upon conclusion of the agreement the buyer was requested to provide security for compliance with its obligations on account of the agreement and this security fails to materialise or is insufficient. As soon as the security has been provided then the authority to suspend expires, unless the said compliance is thus delayed unreasonably.
2. In addition the user is authorised to dissolve (have dissolved) the agreement if circumstances occur that are of such nature that compliance with the agreement is impossible or can, on

- the basis of the principles of reasonableness and fairness, no longer be requested or if circumstances otherwise occur that are of such nature that unchanged maintenance of the agreement can within reason not be expected.
3. If the agreement is dissolved then the claims of the user vis-à-vis the buyer immediately fall due. If the user suspends compliance with the obligations then it retains its statutory claims and its claims pursuant to the agreement.
 4. The user always reserves the right to claim compensation.

Article 15 Return of available goods

1. If the user made goods available to the buyer during the implementation of the agreement then the buyer is held to return the thus delivered goods in the original state, free from defects and completely within 14 days. If the buyer does not comply with this obligation then all costs deriving from the same are at the expense of the same.
2. If the buyer, for any reason whatsoever, following a corresponding notice of default, still fails to comply with the obligation under 1. then the buyer is held to compensate the user for the amount of the damages deriving from the same, including the costs of replacement.

Article 16 Liability

1. If the goods delivered by the user are defective then the liability of the user vis-à-vis the buyer shall be limited to that which is regulated in the terms and conditions under 'Warranties and conformity'.
2. If the user is liable vis-à-vis the buyer with regard to the implementation of the agreement then the said liability shall be limited to at most twice the invoice amount, at least that part of the agreement that the liability is related to. The liability is limited to the amount that the liability insurer of the user pays out in the relevant case.
3. Direct damages is exclusively understood as:
 - the reasonable costs to establish the cause and the scope of the damages, to the extent that the establishment is related to damages within the meaning of these terms and conditions;
 - the potentially reasonable costs incurred to ensure that the defective performance of the user corresponds with the agreement, unless this defect cannot be blamed on the user;
 - reasonable costs incurred to prevent

or avoid damages, to the extent that the buyer demonstrates that these costs resulted in a limitation of direct damages as intended in these general terms and conditions.

4. The user shall never be liable for indirect damages, including consequential damages, lost profit, lost savings, and losses due to business interruptions.
5. The limitations of liability for direct damages included in these terms and conditions are not applicable if the damages can be blamed on intent or gross negligence of the user or the third parties relied on by the same for the implementation of the agreement.

Article 17 Transfer of risk

1. The risk of loss of or damage to the goods that are the subject of the agreement transfers to the buyer at the moment when they are legally and/or beneficially delivered to the buyer and have thus come under the control of the buyer or of third parties to be designated by the buyer.

Article 18 Force majeure

1. The parties are not held to comply with any obligation if they are prevented from doing so as a result of a circumstance that cannot be blamed on culpability and that should neither be at their expense by law, a legal act or a generally accepted practice.
2. For the purpose of these general terms and conditions force majeure is understood as what is understood as such by law and case law, all external causes, foreseen or unforeseen, that are beyond the control of the user however as a result of which the user is unable to comply with its obligations. This includes industrial action at the company of the user.
3. The user is also entitled to rely on force majeure if the circumstance that hinders (further) compliance occurs after the user should have complied with its obligation.
4. During the period that the force majeure continues the parties can suspend the obligations on account of the agreement. If this period exceeds two months then each party shall be entitled to dissolve the agreement, without obligation to pay compensation for damages to the other party.
5. To the extent that the user has already partly complied with its obligations on account of the agreement at the time of the occurrence of force majeure or shall be able to comply with the same and individual value can be attributed to the complied part or the part that can be complied with the user



shall be authorised to invoice the already complied part respectively the part that can be complied with separately. The buyer is held to pay this invoice as if it were a separate agreement

Article 19 Indemnifications

1. The buyer indemnifies the user against claims of third parties with regard to intellectual property rights in respect of materials or data supplied by the buyer that are used during the implementation of the agreement.
2. If the buyer makes information carriers, electronic files, or software etc. available to the user then the former warrants that the information carriers, electronic files or software are free from viruses and defects.

Article 20 Intellectual property and copyrights

1. Without prejudice to the provisions otherwise set forth in these general terms and conditions the user reserves the rights and authorities that are vested in the user pursuant to the Dutch Copyrights Act.
2. The buyer is not allowed to make changes in the goods, unless the nature of the delivered goods indicates otherwise or unless this was stipulated in writing.
3. The designs, sketches, drawings, films, software, and other materials or (electronic) files that may be accomplished by the user within the framework of the agreement shall remain the property of the user, regardless of the fact whether they were made available to the buyer or third parties, unless stipulated otherwise.
4. Any and all documents supplied by the user, e.g. designs, sketches, films, software, (electronic) files, etc. are exclusively meant to be used by the buyer and cannot be reproduced, divulged or communicated to third parties by the same without prior consent of the user, unless the nature of the supplied documents indicates otherwise.
5. The user reserves the right to use the knowledge potentially gained through the performance of the activities for other purposes, to the extent that confidential information is not consequently divulged to third parties.

Article 21 Confidentiality

1. Both parties are held to observe confidentiality with regard to all confidential information that they obtained from each other or from a different source within the framework of their agreement. Information is qualified as confidential if this is communicated by a party

or if this derives from the nature of the information.

2. If, on the basis of a statutory provision or a judicial ruling, the user is held to also supply confidential information to the third parties designated by law or the competent court and the user cannot rely on a statutory right of non-disclosure or a right of non-disclosure acknowledged or permitted by the competent court then the user shall not be held to pay compensation or provide indemnification and the other party shall not be entitled to dissolve the agreement on account of any damages consequently incurred.

Article 22 Non-takeover of staff

1. During the term of the agreement and during a period of one year after termination thereof the buyer shall by no means, barring after prior business meetings have taken place with the user, employ employees of the user or of companies that the user relied on for the implementation of this agreement and who are (were) involved in the implementation of the agreement or to otherwise, either directly or indirectly, deploy the same.

Article 23 Disputes

1. The court in the place of establishment of the user is exclusively competent to take cognisance of disputes, unless the sub-district court is competent. The user is nonetheless entitled to bring the dispute to the cognisance of the statutorily competent court.
2. The parties shall only rely on the court after they have made every effort to solve a dispute amicably.

Article 24 Applicable law

1. Dutch law is applicable to each and every agreement by and between the user and the buyer. The Vienna Convention is expressly excluded.

Article 25 Change, interpretation, and source of the terms and conditions

1. These terms and conditions were filed at the office of the Chamber of Commerce in Amsterdam.
2. In case of interpretation of the content and scope of these general terms and conditions the Dutch text shall always be decisive.
3. The lastly filed version and/or the version as applicable at the time of the conclusion of the agreement shall always be applicable.

General Hiring Terms and Conditions

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Article 1 Definitions

For the purpose of these General Terms and Conditions the following is understood as:

Lender: the user;

Hirer: the natural or legal person who hires equipment on the basis of an agreement for a specific period.

Equipment: all (electric) equipment in the area of audio, visual, staging, lighting, and effect technique and other goods that are made available by the lender for hiring purposes as well as accessories, cables, and packaging material pertaining to the aforementioned goods.

Article 2 Applicability

These general terms and conditions (hereinafter referred to as: the 'GTC') are applicable to any and all hire agreements concluded by the user with hirers and are related to the equipment specified in these general terms and conditions, unless expressly stipulated otherwise. To the extent that these general terms and conditions do not provide for the regulation of the consequences of the aforementioned hire agreements or not entirely the general terms and conditions of the user concerning the delivery of goods and the supply of services are applicable.

Article 3 Rental period

The equipment is hired for a period of at least 1 day or rather 24 hours. Without prejudice to the provisions set forth in article 10 of the GTC. The rental period starts when the hired equipment leaves the warehouse of the lender in accordance with the agreement and ends when the hired equipment is again returned to the said warehouse, unless expressly stipulated otherwise in writing.

Article 4 Rates

The hirer is deemed to be familiar with the rental rates used by the lender and to agree with the same. The hirer must pay the price in cash and in full prior to or at the start of the rental period, unless stipulated otherwise in writing.

Article 5 Cancellation

- 5.a. If the hirer took a rental option with the lender in respect of equipment to be hired and subsequently wishes to waive the same then the following cancellation provisions are applicable. If the hirer cancels the proposed hire agreement, earlier than on the seventh day prior to the start of the rental period, then cancellation can take place free of charge; earlier than on the third day prior to the start of the rental period the hirer is liable to pay 50% of the rent; later than the fourth day prior to the start of the rental period the hirer shall be liable to pay the full rent.
- 5.b. The cancellation provisions as intended above under article 5.a. only apply to the

standard rental package. The Special Provisions attached to these GTC and forming an integral part thereof are exclusively applicable to the cancellation of full productions / events to be covered by FireWare.

Article 6 Compulsory identification

Before concluding the hire agreement with the hirer the lender can oblige the hirer to provide proof of identification by showing the lender one or more legally valid identification documents as well as a copy of a bank or giro statement not older than 14 days.

Article 7 Use

The hirer shall exclusively use the equipment for the objective for which it was manufactured. The hirer shall handle the equipment as befits a good hirer and shall also provide for appropriate and safe storage. The hirer is held to at all times provide an authorised representative designated by the lender free access to buildings, premises or other locations where the hired equipment is located in order to have the condition of the said equipment inspected. The hirer provides for professional operation of the hired equipment.

Article 8 Transport

The hirer transports the equipment hired by the same in the packaging supplied by the lender ex warehouse entirely at its own expense and risk. The hirer is not allowed to remove equipment configured in the packaging from the said packaging or to change the same in the packaging.

Article 9 Operation

- 9.a. The hirer declares to ascertain that the equipment is delivered to the same in a good condition ex warehouse of the lender. By concluding the hire agreement the hirer declares to be familiar with the operation of the equipment and the hirer acknowledges that the equipment hired by the same corresponds with the objective for which the equipment is hired.
- 9.b. If a failure occurs during the rental period in or at the hired equipment then the hirer must immediately report this to the lender. The hirer is not allowed to personally solve failures and/or to perform repairs on the hired equipment, unless expressly stipulated in writing by and between the parties. If failures or defects in or at or of the hired equipment are not reported to the lender immediately or not at all then the hirer is fully liable for any and all damages that are the result thereof.

Article 10 Default and compensation

- 10.a. The equipment must be picked up by the

hirer at the warehouse of the lender, unless expressly stipulated otherwise. If the hirer does not pick up the goods hired by the same in a timely fashion at the stipulated time of the start of the rental period then this shall fully be at the risk and expense of the same. The rent shall at all times be payable over the rental period stipulated in writing.

- 10.b. The equipment must be returned to the warehouse of the lender by the hirer at the latest on the date when the stipulated rental period comes to an end, unless stipulated otherwise in writing. If the hirer does not return the equipment at the latest on this end date, for any reason whatsoever, as also in case of damage to the equipment, by any cause whatsoever, the hirer shall consequently be in default without any demand or notice of default being required. As the occasion arises the hirer shall, without prejudice to its other obligations vis-à-vis the lender, be liable to pay compensation to the lender. In case of late return this compensation amounts to the rent per day for each day that the stipulated rental period is exceeded plus 50% of that rent. In case of damage to the equipment the hirer is liable to pay the costs of repair of the said damage by way of compensation as well as the rent per day for each day that shall be associated with the said repair plus 50% of that rent.
- 10.c. Should the lender incur higher damages than the amount of the compensation that the hirer would be liable to pay pursuant to the provisions set forth in the previous paragraph 10.b. of this article as a result of late return by the hirer and/or as a result of damage to the equipment then the lender shall be entitled to also claim this additional amount from the hirer by way of compensation.

Article 11 Notification requirement

In case of theft or loss of or damage to the equipment the hirer is held to forthwith report this to the lender. In case of theft or loss or in case of molestation damage of the same the hirer shall forthwith report this to the police of the municipality where the theft or the molestation damage occurred and to forthwith provide the lender with a copy of that official report. If the hirer does not comply with the obligations as intended in this article then the hirer shall be held to compensate the lender for any and all damages incurred by the same as a result of the aforementioned events.

Article 12 Insurances

- 12.a. Through signature of the agreement the hirer declares to be familiar with the fact that the goods hired by the same are not insured as from the moment that the equipment leaves the warehouse.
- 12.b. The hirer must provide for a covering insurance in respect of the hired equipment against loss, theft, molestation damage or other damages inflicted on or to the hired equipment during the full rental period. The insurable value of the hired goods is communicated to the hirer by the lender at the request of the former.

Article 13 Damage

- 13.a. Any and all damages that occur to the equipment during the rental period, regardless of the cause or the circumstances thereof, shall be at the expense of the hirer.
- 13.b. The hirer is not allowed to attach goods to podiums, decors, floor covering and other similar materials by means of nails, staples, screws or otherwise. Hanging materials to décor walls must be attached with double-sided tape or with wires from the top plinth. If the hirer does not comply with the aforementioned prohibition and consequently inflicts damages then the hirer shall be liable to pay compensation for these full décor walls and/or floor covering parts and/or podium parts that were damaged by the hirer as a result of a breach of this prohibition.
- 13.c. The lender shall never be liable for direct or indirect damages that occur as a result of not or not properly functioning of the hired equipment or not as expected or that are inflicted on persons and/or goods by or when working with the hired equipment.

Article 14 Confidentiality

The hirer shall not copy or show or divulge data regarding designs and/or construction methods used by the lender with regard to the hired equipment, which data become known to the hirer by and/or upon the conclusion and/or implementation of the hire agreement.

Article 15 Right to reject lender

The lender shall at all times be entitled not to conclude a hire agreement without stating reasons.

Article 16 Use by third parties

The hirer is not allowed to hire or to give the hired equipment on loan to third parties, whether or not for consideration.

Article 17 BUMA / STEMRA / SENA rights

Any and all costs related to BUMA, STEMRA and SENA rights that derive from music played by the hirer, either mechanically or live, in public or during private events as well as the recording of that music on audio carriers in the course of which the playing and/or recording takes place via equipment made available by the lender are fully at the expense of the hirer and the hirer shall fully indemnify the lender against any potential claim regarding BUMA / STEMRA / SENA.

Article 18 Special provisions

If the hirer wishes to make use of technical staff of FireWare for the installation of the equipment and/or for working with the same during the rental period or for the supervision or providing a full production of a show or other manifestation then in addition Special Provisions are applicable in addition to these GTC, which are attached to these GTC as a schedule and form, together with the GTC, an inextricable part of the hire agreement.

Article 19 Disputes

- 19.a. The court in the place of establishment of the user is exclusively competent to take cognisance of disputes, unless the sub-district court is competent. The user is nonetheless entitled to bring the dispute to the cognisance of the statutorily competent court.
- 19.b. The parties shall only rely on the court after they have made every effort to solve a dispute amicably.

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General Terms and Conditions for the Provision of Services

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Client: the other party of the user;
Agreement: the agreement for the provision of services.

Article 2 General

1. The provisions set forth in these terms and conditions are applicable to each and every proposal, offer and agreement between the user and a client to which the user declared these general terms and conditions applicable to the extent that the parties do not expressly deviate from these terms and conditions in writing.
2. The present terms and conditions are also applicable to commitments between the client and possible third parties that are involved in the performance of the activities by the user.
3. Possible deviations from these general terms and conditions are only valid if they are expressly stipulated in writing.
4. The applicability of possible purchasing or other terms and conditions of the client is expressly rejected.
5. If one or more provision of these general terms and conditions are invalid or cancelled then the remaining provisions of these general terms and conditions shall remain in full force and effect. The user and the client shall then enter into discussions in order to agree on new provisions to replace the invalid or cancelled provisions in the course of which, if and to the extent possible, the objective and the scope of the original provision are taken into account.

Article 3 Proposals and offers

1. Any and all offers are subject to contract and revocable.
2. The offers made by the user are subject to contract; they are valid during a period of thirty days, unless indicated otherwise. The user is only bound by offers if the acceptance of the same by the other party is confirmed in writing within 30 days, unless indicated otherwise.
3. The user can also revoke an offer before it has been accepted by the client within its validity period.
4. The prices in the aforementioned proposals and offers are exclusive of VAT and other official duties as well as possible costs incurred within the framework of the agreement, including shipping costs and administrative

5. charges, unless indicated otherwise. If the acceptance differs (on subordinate points) from the proposal included in the offer then the user shall not be bound by the same. In that case the agreement is not concluded in accordance with the said different acceptance, unless the user indicates otherwise.
6. A combined quotation shall not compel the user to deliver a part of the contract at a corresponding part of the quoted price.
7. Proposals or offers are not automatically applicable to repeat orders.

Article 4 Implementation of the agreement

1. The user shall implement the agreement to the best of its knowledge and ability and in accordance with good business practices. All on the basis of the then available state of the art.
2. If and to the extent required for proper implementation of the agreement, the user shall be entitled to have certain activities performed by third parties.
3. The client sees to it that any and all data of which the user indicates that they are required or of which the client should within reason understand that they are required for the implementation of the agreement are made available to the user in a timely fashion. If the data that are required for the implementation of the agreement are not made available to the user in a timely fashion then the user shall be entitled to suspend the implementation of the agreement and/or charge the additional costs deriving from the delay to the client in accordance with the usual rates.
4. The user shall not be liable for damages, of any nature whatsoever, that are the result of the fact that the user departed from incorrect and/or incomplete data supplied by the client.
5. If it is stipulated that the agreement shall be implemented in stages then the user can suspend the implementation of the said stages until the client approved the results of the previous stage in writing.
6. If activities are performed by the user or by third parties relied on by the user at the location of the client or a location designated by the client then the client shall provide, free of charge, for the facilities within reason required by these employees.
7. The client indemnifies the user against potential claims of third parties who incur damages that are the result of the implementation of the agreement and in respect of which the user is liable to

pay compensation to the said third parties, unless the occurrence of the damages can be blamed on intent or gross negligence on the part of the user.

Article 5 Change of the agreement

1. Should it become apparent during the implementation of the agreement that it is necessary to change and/or supplement the activities to be performed then the parties shall adjust the agreement accordingly in a timely fashion and in joint consultation.
2. If the parties agree that the agreement is changed and/or supplemented then the time of completion of the implementation may be affected. The user shall inform the client accordingly as soon as possible.
3. If the change and/or supplement of the agreement have financial and/or qualitative consequences then the user shall inform the client accordingly in advance.
4. If a fixed fee was stipulated then the user shall indicate to what extent the change or supplement of the agreement results in an overstepping of this fee.
5. In derogation from paragraph 3 the user shall not be allowed to charge additional costs if the change or supplement is the result of circumstances that can be attributed to the user.

Article 6 Contract term; completion time

1. The agreement between the user and a client is concluded for an indefinite period of time, unless the nature of the agreement indicates otherwise or the parties expressly stipulated otherwise in writing.
2. If within the term of the agreement a time limit has been stipulated for the completion of certain activities then this shall never be a fatal deadline. In case of an overstepping of the completion time limit the client must give the user written notice of default and in that respect observe a time limit of at least 14 days.

Article 7 Fee

1. Upon the conclusion of the agreement the parties may agree on a fixed fee.
2. If a fixed fee is not agreed on then the fee shall be established on the basis of the actually dedicated hours. The fee is calculated in accordance with the usual hourly rates of the user, applicable to the period during which the activities are carried out, unless a different hourly rate is agreed on.
3. The fee and potential cost estimates are exclusive of VAT.
4. In case of contracts with a term of more



than two months the payable costs shall be charged periodically.

5. If the user agrees on a fixed fee or hourly rate with the client then the user shall nonetheless be entitled to increase this fee or rate.
6. The user is moreover entitled to pass on price increases that occur between the moment of the offer and the moment of delivery, e.g. the rates with regard to the salaries have increased.
7. The user can moreover increase the fee when it becomes apparent during the performance of the activities that the originally stipulated or expected amount of work was to such degree estimated insufficiently upon the conclusion of the agreement, and this cannot be attributed to the user, that it can within reason not be expected of the user that the stipulated activities are carried out at the originally stipulated fee. In that case the user shall inform the client of the intention to increase the fee or rate. In this respect the user shall specify the scope of and the date when the increase shall take effect.

Article 8 Payment

1. Payment must take place within 14 days after the date of the invoice in a manner indicated by the user in the currency of the invoice. Objections to the level of the invoices shall not suspend the payment obligation.
2. If the buyer fails to pay within the time limit of 14 days then the client shall be in default by operation of law. The client shall then be liable to pay interest at a rate of 3% per month, unless the statutory interest is higher in which instance the statutory interest applies. The interest on the claimable amount shall be calculated as from the moment that the client is in default up to the moment of satisfaction of the full amount.
3. In case of liquidation, insolvency, attachment or suspension of payment of the client the claims of the user vis-à-vis the client immediately fall due.
4. The user is entitled to first apply the payments made by the client to the costs, then to the accrued interest and finally to the principal sum and the accruing interest. The user can, without thus being in default, reject a payment offer if the client designates a different order for the allocation. The user can reject payment in full of the principal sum if the accrued and accruing interest and the costs are not also paid in full.
5. The user has the possibility of charging a late payment surcharge of 7%. This surcharge is not

payable in case of payment within 7 days after the date of the invoice.

Article 9 Reservation of title

1. Any and all goods delivered by the user, also including possible designs, sketches, drawings, films, software, (electronic) files, etc., shall remain the property of the user until the client complied with all its obligations on account of any and all agreements concluded with the user.
2. The client is not authorised to alienate, pledge or otherwise encumber the goods delivered subject to the reservation of title.
3. If third parties impose an attachment on the goods delivered subject to the reservation of title or intend to establish or exercise rights in respect of the same then the client commits to inform the user as soon as within reason can be expected.
4. The client commits to insure the goods delivered subject to the reservation of title and to keep the same insured against fire, explosion and water damage as also against theft and to on demand provide insight into the policy of this insurance.
5. If the user wants to exercise its ownership rights as intended in this article then the client hereby already grants unconditional and irrevocable consent to the user or to third parties to be designated by the same to access all the locations where the properties of the user are located and to take back those goods.

Article 10 Collection costs

1. If the client fails to comply with one or more of its obligations then any and all reasonable costs to obtain satisfaction out of court are at the expense of the client. If the client continues failing to pay an amount then the client also forfeits an immediately claimable penalty of 15% on the yet payable amount. The latter with a minimum of € 50.00, without prejudice to the right of the user to claim compensation.
2. If the user incurred higher costs, which were within reason required, then these shall also qualify for compensation.
3. The possibly incurred reasonable judicial and execution costs are also at the expense of the client.
4. The client is liable to pay interest on the incurred collection costs.

Article 11 Inspection, complaints

1. Complaints about the performed activities must be reported to the user by the client in writing within 8 days after discovery however

- at the latest within 14 days after completion of the relevant activities. The notice of default must contain a description of the shortcoming that is as detailed as possible in order that the user is able to react adequately.
2. If a complaint is founded then the user shall again perform the activities as stipulated, unless this has meanwhile demonstrably become useless to the client. The latter must be communicated by the client in writing.
3. If the performance of the stipulated activities is no longer possible or no longer useful then the user shall only be liable within the boundaries of article 15.

Article 12 Termination

1. Both parties can at all times terminate the agreement before the end of the term.
2. If the agreement is terminated before the end of the term by the client then the user shall be entitled to compensation on account of the thus occurring loss resulting from lower capacity utilisation to be rendered plausible, unless the termination is based on facts and circumstances that can be attributed to the user. In addition the client shall then be held to pay the invoices for the work thus far performed. The preliminary results of the activities thus far performed shall therefore be made available to the client under proviso.
3. If the agreement is terminated before the end of the term by the user then the user shall in joint consultation with the client provide for a transfer of yet to be performed activities to third parties, unless the termination is based on facts and circumstances that can be attributed to the client.
4. If the transfer of the activities brings about additional costs on the part of the user then these shall be charged to the client.

Article 13 Suspension and dissolution

1. The user is authorised to suspend compliance with the obligations or to dissolve the agreement if:
 - the client does not comply with the obligations on account of the agreement or not completely;
 - after the conclusion of the agreement circumstances came to the knowledge of the user that give good reason to fear that the client shall not comply with the obligations. If there is good reason to fear that the client shall only comply partly or not properly then suspension shall only be allowed to the extent that this is justified by

- the failure;
 - upon conclusion of the agreement the client was requested to provide security for compliance with its obligations on account of the agreement and this security fails to materialise or is insufficient.
2. In addition the user is authorised to dissolve (have dissolved) the agreement if circumstances occur that are of such nature that compliance with the agreement is impossible or can, on the basis of the principles of reasonableness and fairness, no longer be requested or if circumstances otherwise occur that are of such nature that unchanged maintenance of the agreement can within reason not be expected.
 3. If the agreement is dissolved then the claims of the user vis-à-vis the client immediately fall due. If the user suspends compliance with the obligations then it retains its statutory claims and its claims pursuant to the agreement.
 4. The user always reserves the right to claim compensation.

Article 14 Return of available goods

1. If the user made goods available to the client during the implementation of the agreement then the client is held to return the thus delivered goods in the original state, free from defects and completely within 14 days. If the client does not comply with this obligation then all costs deriving from the same are at the expense of the same.
2. If the client, for any reason whatsoever, following a corresponding notice of default, still fails to comply with the obligation under 1. then the client is held to compensate the user for the amount of the damages deriving from the same, including the costs of replacement.

Article 15 Liability

1. If the user is liable vis-à-vis the client with regard to the implementation of the agreement then the said liability shall be limited to that which is regulated in this provision.
2. If the user is liable for direct damages then the said liability shall be limited to at most twice the amount of the lastly sent invoice regarding the contract that the liability is related to. If the user did not send a relevant invoice yet then the liability of the user shall be limited to twice the amount of the fee that the user could claim at the time of the harmful fact. The liability is limited to the amount that the liability insurer of the user pays out in the relevant case.

3. In derogation from the provisions set forth in paragraph 2 of this article, in case of a contract with a term exceeding six months the liability is further limited to the part of the fee payable over the last six months.
4. Direct damages is exclusively understood as:
 - the reasonable costs to establish the cause and the scope of the damages, to the extent that the establishment is related to damages within the meaning of these terms and conditions;
 - the potentially reasonable costs incurred to ensure that the defective performance of the user corresponds with the agreement, unless this defect cannot be blamed on the user;
 - reasonable costs incurred to prevent or avoid damages, to the extent that the client demonstrates that these costs resulted in a limitation of direct damages as intended in these general terms and conditions.
5. The user shall never be liable for indirect damages, including consequential damages, lost profit, lost savings, and losses due to business interruptions.
6. The limitations of liability for direct damages included in these terms and conditions are not applicable if the damages can be blamed on intent or gross negligence of the user or the third parties relied on by the same for the implementation of the agreement.

Article 16 Indemnifications

1. The client indemnifies the user against claims of third parties with regard to intellectual property rights in respect of materials or data supplied by the buyer that are used during the implementation of the agreement.
2. If the client makes information carriers, electronic files, or software etc. available to the user then the former warrants that the information carriers, electronic files or software are free from viruses and defects.

Article 17 Transfer of risk

1. The risk of loss of or damage to the goods that are the subject of the agreement transfers to the client at the moment when they are legally and/or beneficially delivered to the client and have thus come under the control of the client or of third parties to be designated by the client.

Article 18 Force majeure

1. The parties are not held to comply with any obligation if they are prevented from doing so as a result of a circumstance that cannot be

blamed on culpability and that should neither be at their expense by law, a legal act or a generally accepted practice.

2. For the purpose of these general terms and conditions force majeure is understood as what is understood as such by law and case law, all external causes, foreseen or unforeseen, that are beyond the control of the user however as a result of which the user is unable to comply with its obligations. This includes industrial action at the company of the user.
3. The user is also entitled to rely on force majeure if the circumstance that hinders (further) compliance occurs after the user should have complied with its obligation.
4. During the period that the force majeure continues the parties can suspend the obligations on account of the agreement. If this period exceeds two months then each party shall be entitled to dissolve the agreement, without obligation to pay compensation for damages to the other party.
5. To the extent that the user has already partly complied with its obligations on account of the agreement at the time of the occurrence of force majeure or shall be able to comply with the same and individual value can be attributed to the complied part or the part that can be complied with the user shall be authorised to invoice the already complied part respectively the part that can be complied with separately. The client is held to pay this invoice as if it were a separate agreement

Article 19 Confidentiality

1. Both parties are held to observe confidentiality with regard to all confidential information that they obtained from each other or from a different source within the framework of their agreement. Information is qualified as confidential if this is communicated by a party or if this derives from the nature of the information.
2. If, on the basis of a statutory provision or a judicial ruling, the user is held to also supply confidential information to the third parties designated by law or the competent court and the user cannot rely on a statutory right of non-disclosure or a right of non-disclosure acknowledged or permitted by the competent court then the user shall not be held to pay compensation or provide indemnification and the other party shall not be entitled to dissolve the agreement on account of any damages consequently incurred.

Article 20 Intellectual property and copyrights

1. Without prejudice to the provisions otherwise set forth in these general terms and conditions the user reserves the rights and authorities that are vested in the user pursuant to the Dutch Copyrights Act.
2. Any and all documents supplied by the user, e.g. reports, recommendations, agreements, designs, sketches, drawings, software, etc. are exclusively meant to be used by the client and cannot be reproduced, divulged or communicated to third parties by the same without prior consent of the user, unless the nature of the supplied documents indicates otherwise.
5. The user reserves the right to use the knowledge potentially gained through the performance of the activities for other purposes, to the extent that confidential information is not consequently divulged to third parties.

Article 21 Samples and models

1. If a sample or model was shown or provided to the client then it is assumed to merely provide an indication, unless it is expressly stipulated that the good to be delivered shall correspond with the same.
2. In case of a contract concerning immovable property indication of the floor surface or other dimensions and indications are also assumed to provide an indication, without the good to be delivered having to correspond with the same.

Article 22 Non-takeover of staff

1. During the term of the agreement and during a period of one year after termination thereof the client shall by no means, barring after prior business meetings have taken place with the user, employ employees of the user or of companies that the user relied on for the implementation of this agreement and who are (were) involved in the implementation of the agreement or to otherwise, either directly or indirectly, deploy the same.

Article 23 Disputes

1. The court in the place of establishment of the user is exclusively competent to take cognisance of disputes, unless the sub-district court is competent. The user is nonetheless entitled to bring the dispute to the cognisance of the statutorily competent court.
2. The parties shall only rely on the court after they have made every effort to solve a dispute amicably.

Article 24 Applicable law

1. Dutch law is applicable to each and every agreement by and between the user and the client.

Article 25 Change, interpretation, and source of the terms and conditions

1. These terms and conditions were filed at the office of the Chamber of Commerce in Alkmaar.
2. In case of interpretation of the content and scope of these general terms and conditions the Dutch text shall always be decisive.
3. The lastly filed version and/or the version as applicable at the time of the conclusion of the agreement shall always be applicable.