

## GENERAL TERMS AND CONDITIONS FOR RENTAL AND PURCHASE CAM-A-LOT

### Article 1 Definitions

In these General Terms and Conditions, the following is defined:

**Cam-a-lot:** the private Cam-a-lot with limited liability Cam-a-lot Audiovisual Facilities B.V., having its registered office at Duivendrechtsekade 65 in (1096 AH) Amsterdam, also operating under the names: Cam-a-lot and Camalot.

**Equipment/apparatus:** all (electrical) devices in the area of video, audio and lighting technology, including storage devices, as well as other goods that Cam-a-lot makes available, also included below all accompanying cables and packaging materials.

**Other Party:** the other (opposite) party of Cam-a-lot.

**Agreement:** the agreement between Cam-a-lot and Other Party whereby Cam-a-lot rents certain Equipment/apparatus and the corresponding user documentation for a remuneration specified in that agreement with the Other Party.

**Purchase agreement:** the agreement between Cam-a-lot and Other Party whereby Cam-a-lot sells Equipment/apparatus to the Other Party for a remuneration determined in that agreement.

**The Parties:** Cam-a-lot and Other Party.

### Article 2 Application

- 2.1 These General Terms and Conditions apply to all legal relationships between Cam-a-lot and the Other Party, to which Cam-a-lot has declared these General Terms and Conditions to be applicable.
- 2.2 Possible changes to these General Terms and Conditions are only valid if these have been expressly concluded in writing by The Parties.
- 2.3 The application of other general terms or special conditions is expressly excluded, unless these have been expressly accepted by Cam-a-lot in writing.
- 2.4 If one or more provisions in these General Terms and Conditions are invalid or made invalid, the other provisions of these General Terms and Conditions continue to be fully applicable. The Parties shall then conclude in consultation new provisions to replace the invalid provisions, whereby, insofar as possible, the objective and scope of the original provisions are honoured as far as possible.

### Article 3 Creation of the Agreement

- 3.1 The Agreement is created at the moment that the offer made by Cam-a-lot to the Other Party is accepted by Other Party in writing or via e-mail. Cam-a-lot is free to determine that the Agreement is created in another manner. Once Other Party has received Equipment/apparatus from Cam-a-lot, this is also considered as acceptance by Other Party.
- 3.2 In order to enter into the Agreement, the Other Party is required to show valid identification. Upon doubt about the identity of the representative authority, Cam-a-lot may request additional information from the Other Party, including an extract from the Chamber of Commerce, bank statement or authorisation.
- 3.3 In the event these General Terms and Conditions and the Agreement contain contradictions, the provisions included in the Agreement apply.

#### **Article 4 Rentals**

- 4.1 Cam-a-lot rents the Equipment/apparatus to the Other Party as determined in the Agreement and the accompanying user documentation.
- 4.2 Unless concluded otherwise in writing, Other Party is required to return the storage devices included in the Equipment/apparatus at the end of the rental period without a data on them or as ("empty").

#### **Article 5 Duration of the rental**

- 5.1 The rental agreement between The Parties is concluded for a duration of at least one day. The rental period commences from the moment the Equipment/Apparatus is made available to the Other Party.
- 5.2 When the specified rental period of the rental agreement expires, the Agreement ends, without any notice of termination being required from Cam-a-lot towards the Other Party.
- 5.3 The Equipment/apparatus is made available from the warehouse of Cam-a-lot to Other Party and must be returned there.

#### **Article 6 Prior Inspection of Rental Equipment/apparatus**

- 6.1 Also when the Agreement between The Parties does not provide for it, Cam-a-lot can draft a description of the condition of the Equipment/apparatus on or for the occasion of making available and by way of prior inspection and in the presence of the Other Party, stating any possible identified defaults. Cam-a-lot may require that the Other Party signs the report drafted by Cam-a-lot which describes the condition of the Equipment/apparatus for approval before Cam-a-lot provides the Equipment/apparatus to the Other Party. Unless the Parties conclude otherwise, the stated defaults in the Equipment/apparatus are for the account of Cam-a-lot.
- 6.2 If the Other Party, for whatever reason, does not sufficiently collaborate with the prior inspection as intended in the previous article, Cam-a-lot will have the right to carry out this inspection without the presence of the Other Party and draft the stated report itself. This report is binding for the Other Party.
- 6.3 If no prior inspection is carried out, the Other Party is deemed to have received the Equipment/apparatus in good condition.

#### **Article 7 Use of the Equipment/apparatus**

- 7.1 The Other Party shall always use the Equipment with the exclusion of third parties in accordance with the intended use on the grounds specified in the rental agreement. The Other Party is required to only use the Equipment/apparatus in and for the benefit of, its own organisation and Cam-a-lot. Use of the Equipment/apparatus by third parties is not permitted. The right to use the Equipment/apparatus is not transferable. The Other Party is not permitted to sub-let the Equipment/apparatus to any third parties in any way whatsoever or allow any kind of use or shared use.
- 7.2 The Other Party is not permitted to use the Equipment/apparatus or any part thereof as collateral or surety object in any way whatsoever, or to use with any third party or make available in any way.
- 7.3 The Other Party shall use the Equipment/apparatus with care and keep it safe. The Other Party shall take timely effective measures to prevent damage to the Equipment/apparatus.

With damage to the Equipment/apparatus, the Other Party shall inform Cam-a-lot in writing immediately. The Other Party is fully liable for damage to the Equipment/apparatus and damage to third parties.

- 7.4 In case of theft or molestation to the Equipment/apparatus, the Other Party is required to file a police report in the place where the theft or molestation has taken place. The Other Party is required to provide Cam-a-lot with a copy of this police report.
- 7.5 Cam-a-lot has insured the Equipment/apparatus. In all cases of damage, theft or molestation, the Other Party has an own risk deductible of EUR 2,500 (two thousand five hundred EURO).

#### **Article 8 Change to the condition of the Equipment/apparatus**

- 8.1 The Other Party is not permitted to change or alter the Equipment/apparatus in any way or add something to the Equipment/apparatus without the written consent from Cam-a-lot. Cam-a-lot is always entitled to refuse consent or to qualify its consent with conditions, including conditions concerning the manner and quality of the implemented changes or augmentations desired by the Other Party. Cam-a-lot is also entitled to impose a charge as part of its consent or to raise the rental price.
- 8.2 Other Party is required to remove or undo any changed or augmentations made to the Equipment/apparatus prior to the end of the rental agreement, unless The Parties have concluded otherwise in writing.
- 8.3 The Parties conclude that any defaults brought on to the Equipment/apparatus by the Other Party or on order of the Other Party that stem from changes and augmentations made to the Equipment/apparatus are not defaults as in intended in Section 7:204 of the Dutch Civil Code. The Other Party can make no claim against Cam-a-lot when it concerns these defaults. Cam-a-lot is not required to repair or perform maintenance to alleviate these defaults.
- 8.4 The Other Party is liable towards Cam-a-lot for defaults to the Equipment/apparatus that are related to the changes and augmentations brought on by the Other Party.

#### **Article 9 Final inspection and return**

- 9.1 The Other Party shall return the Equipment/apparatus at the end of the rental agreement in its original state to Cam-a-lot. Transport costs related to the return of the Equipment/apparatus are for the account of the Other Party.
- 9.2 At the request of Cam-a-lot, the Other Party shall provide its full collaboration on ultimately the last business day of the rental agreement in carrying out a joint final inspection of the condition of the Equipment/apparatus. The findings of this inspection will be stated in a report drafted jointly by The Parties and signed by The Parties.
- 9.3 Cam-a-lot is entitled to charge the Other Party for any defaults stated in this final inspection report as intended in the previous two paragraphs for any costs involved with these defaults, or to have a third-party charge for these costs. The Other Party is also fully liable for damage suffered by Cam-a-lot due to temporary uselessness or lack of rentability of the Equipment/apparatus.

#### **Article 10 Seizure of the rented Equipment/apparatus**

The Other Party shall immediately inform Cam-a-lot in case of any possible seizure of the Equipment/apparatus (for both account preservation and warrants of execution), providing a detailed account of the identity of the collector and the reasons for seizure. The Other Party shall give the collection agency that is carrying out the seizure immediate insight into the rental agreement. The

Other Party is liable towards Cam-a-lot for all costs and damage related to a seizure of the Equipment/apparatus.

#### **Article 11 Invoicing by Cam-a-lot and payment**

- 11.1 Payment of the invoices sent by Cam-a-lot should be paid, without subtraction, discount or settlement within 14 days after invoice date by way of deposit on the bank account provided by Cam-a-lot.
- 11.2 Objections to the amount of the invoices or advertisements do not suspend the payment obligation of the Other Party.
- 11.3 If the Other Party, once it has been reminded of payment, continues to be in default of payment within the payment period, the Other Party is then in default without any further notification. Once the payment period has expired, the client will be owed the statutory interest on the outstanding amount, that is, (the compiled) interest as intended in Section 6:119 of the Dutch Civil Code plus two percent (2%). The interest on the claimable amount shall be calculated from the day on which the Other Party is in default and up to the day of full payment.
- 11.4 Cam-a-lot is always authorised to ask for an advance payment for its work activities, disbursements and/or costs.
- 11.5 If the financial position of the payment behaviour of the Other Party gives reason for Cam-a-lot to believe it is necessary, Cam-a-lot is entitled to ask from the Other Party to provide an immediate (additional) assurance of any kind for Cam-a-lot. If the Other Party fails to provide the desired assurance, Cam-a-lot is entitled, undiminished of its other rights, to immediately suspend the Agreement and immediately claim that which is owed from the Other Party. In case of liquidation, bankruptcy, seizure, suspension of payment or debt consolidation on the part of the Other Party, all that is owed by the Other Party to Cam-a-lot is immediately claimable.
- 11.6 Cam-a-lot is entitled to use the payments made by the Other Party to initially settle the costs, and subsequently for the reduction of the outstanding interest and lastly to reduce the main sum and the running interest.
- 11.7 Cam-a-lot can, without being in default, refuse an offer for payment when the Other Party indicates another sequence for the allocation.
- 11.8 Cam-a-lot can refuse full settlement of the main sum if the due interest and running interest as well as the costs are not included in it.
- 11.9 In case of a given joint Agreement, the Other Party is mainly responsible, insofar as the work activities are carried out by the Other Party, for the owed amounts.

#### **Article 12 Collection fees**

- 12.1 After the payment period has expired, as intended in Article 11 paragraph 1, and if the Other Party still has not met its payment obligation, the Other Party will receive a written reminder for payment and another payment period will be proposed for the Other Party to fulfil its payment obligations.
- 12.2 If, during the second payment period, the Other Party still has not fulfilled its payment obligation, the Other Party will receive a written reminder for payment in which Cam-a-lot will

provide an ultimate date for the fulfilment of the payment obligations increased by the late interest fee as stated in Article 11 paragraph 3.

- 12.3 If this ultimate date has expired without the Other Party having fulfilled its payment obligations, the Other Party shall owe all the reasonable, judicial and extra-judicial (collection) costs and/or execution costs that result from the failure of the Other Party of meeting its payment obligations.

### **Article 13 Liability**

- 13.1 Undiminished of that which is determined, Cam-a-lot is never liable damage as a result of defaults to the Equipment/apparatus that was not known when it entered into the rental agreement, nor for damage as a result of defaults to the Equipment/apparatus that occurred after the rental agreement was entered into.
- 13.2 In all cases, the Other Party is liable towards Cam-a-lot for all damage done to the Equipment/apparatus, due to any circumstance whatsoever throughout the duration of the rental, therefore also for damage for which the Other Party is accountable.
- 13.3 In all cases, the Other Party is liable towards Cam-a-lot in the event of theft, loss or embezzlement of the Equipment/apparatus throughout the duration of the rental.
- 13.4 If Cam-a-lot happens to be liable, then this liability is limited to that which is determined in this provision.
- 13.5 Cam-a-lot is never liable for actions and/or negligence of third parties involved, neither for the accuracy of the information provided by third parties.
- 13.6 Cam-a-lot is never liable for any damage the Other Party or third parties suffer, if and insofar as this damage is related to the execution of an Agreement.
- 13.7 Damage is intended to mean damage to people, damage to objects and direct financial damage.
- 13.8 Cam-a-lot is never liable for indirect damage, including consequential damage, lost profits, missed savings or damage due to company stagnation.
- 13.9 The limitations in liability for damage included in these conditions do not apply if the damage is caused or due to wilful intent or gross negligence on the part of Cam-a-lot or its affiliates.
- 13.10 The Other Party is responsible for the reimbursement of any damage that arises at Cam-a-lot insofar as this damage relates to the execution of the Agreement.
- 13.11 The Other Party is not permitted to use the Equipment/apparatus under water or for rigging. The Other Party is in this fully liable for the damage to the Equipment/apparatus.

### **Article 14 Force Majeure**

- 14.1 The Parties are not bound to comply with any obligation if they are hindered in doing so as a result of circumstance that is not owed to blame, and according to law, a legal act or general prevailing opinion which can or will be charged to them.
- 14.2 Under force majeure, we mean: (i) force majeure of the suppliers of Cam-a-lot, (ii) the not proper compliance to the obligations of suppliers who have been prescribed by the Other Party to Cam-a-lot, (iii) failure of objects, Equipment/apparatus, Programming materials or third party

materials which the Other Party has prescribed to Cam-a-lot, (iv) government measures, (v) electricity outages, (vi) Internet interruptions, computer network or telecommunications facilities, (vii) war, (viii) strike, (ix) general transport problems.

- 14.3 Cam-a-lot is entitled to invoke force majeure, if the circumstance that hinders (further) compliance begins after Cam-a-lot had to meet its obligations.
- 14.4 The Parties can, during the period that spans the force majeure, suspend the obligations in the Agreement. If this period lasts longer than two months, each Party is entitled to nullify the Agreement, without any obligation to reimburse damage to the other party.
- 14.5 Insofar as Cam-a-lot during the force majeure has partially met its obligations from the Agreement or shall do so, and when this compliance or respective partial compliance is of independent value, Cam-a-lot is entitled to declare this recent partial compliance separately. The Other Party is bound to pay this invoice, as it were, according to a separate Agreement.

### **Article 15 Sale, Right of Retention and Right of Ownership**

Cam-a-lot only incidentally sells equipment/apparatus. In case of sale or purchase, agreements will be made between The Parties which shall be included in the Purchase Agreement. In this, the following provisions apply to every Purchasing agreement:

- a. The following articles of these General Terms and Conditions: Articles 1, 2, 3, 6.3, 10, 16.
- b. Cam-a-lot is entitled to the delivery of all that which is related and encompassed under the Agreement, until all of its invoices have been fulfilled, by way of payment thereof or due to an assurance provided by the Other Party.
- c. All of the supplied objects to the Other Party remain the property of Cam-a-lot until all amounts that the Other Party owes according to the Agreement for the supplied or to be supplied objects or work activities carried out or to be carried out, as well as all other amounts the Other Party owes due to shortcomings in its payment obligation have been paid in full to Cam-a-lot.

### **Article 16 Unilateral changes clause**

Cam-a-lot retains the right to change the General Terms and Conditions unilaterally. The latest version of the General Terms and Conditions is valid and can be consulted at all times on the Website. The changes shall be implemented on this page. The content on this page was last adapted on the 4th of October 2018. It is the responsibility of the Other Party to stay up-to-date on the most recent version of the General Terms and Conditions.

### **Article 17 Applicable law, disputes and choice of forum**

- 17.1 Dutch law applies to all agreements between the Parties.
- 17.2 All disputes between the Parties will be brought before the competent judge of Amsterdam.