

General terms and Conditions

General Terms and Conditions of 360 Show Design B.V. These general terms and conditions are sent together with each quotation. They can also be viewed on the website of 360 Show Design B.V. (<https://360showdesign.com>)

Article 1. Definitions

In these general terms and conditions, the following terms shall have the following meanings:

Agreement:

The agreement arising after acceptance and signing of the Quotation as well as any Written amendment or Written addition thereto. Each Agreement is subject to an obligation to perform to the best of one's abilities and not to an obligation to achieve a result.

Client:

The natural or legal person who, in the operation of a business, provides 360 Show Design B.V. with the assignment to perform Work.

360 Show Design B.V.:

360 Show Design B.V., with registered office in (1014 AS) Amsterdam at the Isolatorweg 36, registered under the Chamber of Commerce number 75181436.

Written communication:

By e-mail or standard or registered post.

Work:

All Activities as laid down in the Agreement.

Event:

An event organised by a third party that is movable and in which music, art, culture, sport, religion, science or a combination of these is central.

Article 2: Applicability

These terms and conditions apply to every Agreement and all subsequent Agreements, which are concluded between 360 Show Design B.V. and the Client, unless parties have explicitly agreed otherwise in writing. If 360 Show Design B.V. has agreed to a deviation from these terms and conditions with the Client for any Assignment, the Client can never invoke this deviation for later (new) Assignments.

General terms and conditions of the Client and Third Parties do not apply and are expressly not accepted by 360 Show Design.

These general terms and conditions have been filed with the Chamber of Commerce Amsterdam. 360 Show Design B.V. is authorized to amend these general conditions. The most recently deposited version or the version valid at the time of the conclusion of the agreement shall always apply, unless the Client has accepted a newer version in writing. Any nullity or voidability of provisions in these general terms and conditions shall not affect the validity of the remaining provisions. In the event of null and void or voidable provisions, these provisions will be replaced with due observance, if and to the extent possible, of the purpose and purport of the original provision.

If a situation arises between the parties that is not regulated in these general terms and conditions, it should be assessed in the spirit thereof.

If 360 Show Design B.V. does not always require strict compliance with these terms and conditions, this does not mean that the provisions thereof do not apply or that 360 Show Design B.V. loses the right to require strict compliance with these terms and conditions. The Dutch text of the general conditions is always decisive for the interpretation thereof.



Article 3: Quotes

Quotes are free of obligation and valid for the duration stated in the quotation in question.

All prices mentioned in the quotation or otherwise communicated by or on behalf of 360 Show Design B.V. are in Euros, excluding statutory VAT and other government levies and/or fees, unless explicitly stated otherwise in writing.

If the Client could or should have been expected to understand that a quote contained an obvious mistake or slip of the pen, 360 Show Design B.V. cannot be held to the quote in question.

A compound quotation does not oblige 360 Show Design B.V. to carry out part of the assignment for a corresponding part of the quoted price.

A quote can be revoked by 360 Show Design B.V. If the quote has not yet been accepted, revocation may take place at any time. If the quote has been accepted by the Client, revocation can take place immediately after acceptance.

Article 4: Conclusion of the Agreement

An Agreement is concluded if 360 Show Design B.V. has received the quotation signed by or on behalf of the Client within the period specified in the quotation. Before signing, the Client must demonstrate that the person who signs the quotation is authorised to do so on behalf of the Client.

An Agreement is entered into for the period stated in the quotation and for the price agreed therein. In case of unforeseen circumstances, 360 Show Design B.V. reserves the right to change the agreed price and duration. A price change can be made, among other things, but not exclusively, due to unforeseen cost-increasing effects caused by Third Parties.

Article 5: Client's obligations

The Client must provide 360 Show Design B.V. with all information relevant to the execution of the Work prior to the Quote. This includes information which the Client can reasonably assume may be relevant to the performance of the Activities but which 360 Show Design B.V. has not explicitly requested.

The Client guarantees the accuracy, completeness, and reliability of the information provided to 360 Show Design B.V., even if it originates from Third Parties.

The additional costs and extra fees arising from the delay in the execution of the Work due to the failure to make the information available, or to make it available on time or properly, will be entirely at the expense of the Client.

If the Client provides 360 Show Design B.V. with information carriers, electronic files, or software etc., the Client guarantees that the information carriers, electronic files, or software are free of viruses and defects.

The Client guarantees that at the location of the event there will be a proper stage, including the necessary grounded power supplies, on which there will be sufficient space to place all items required for the performance of the Work and on which the Work can be performed without risk of damage and power failures.

Should an outdoor event be planned, the power supply must be properly shielded and covered in such a way that (unexpected) weather conditions cannot cause damage to items used by 360 Show Design B.V.

The Client guarantees that all necessary conditions are met to enable 360 Show Design B.V. to carry out the Work in a responsible manner both before and during the event. This includes, but is not limited to, having the necessary permits and the proper functioning of the necessary light, sound and video installations. If the Client does not meet these obligations, 360 Show Design B.V. has the right not to carry out the Work any further. In the aforementioned situation, the Client remains obliged to pay 360 Show Design B.V. the amount agreed in the Agreement in full.

If during the execution of the Agreement it appears that for proper execution of the Work it is necessary to make changes or additions, the parties will proceed to amend the Agreement in mutual consultation. 360 Show Design B.V. reserves the right to charge the Client for the costs of changes or additions to the agreement.



The Client is explicitly not permitted to make changes to the design without consultation and written confirmation from 360 Show Design B.V. If the Client should do so regardless, 360 Show Design B.V. is not liable for the consequences of the change.

If the assignment has not yet been completed, the Client may submit a written request for interim changes to 360 Show Design B.V. It is up to 360 Show Design B.V. to determine whether these changes can be implemented free of charge. If the request for change leads to additional work, the additional costs will be charged to the Client. A request for change must take place within a reasonable period of time. 360 Show Design B.V. reserves the right not to honour a request for change if it is of the opinion that this will affect the quality of the result.

In the event of changes and/or additions, 360 Show Design B.V. reserves the right not to commence the necessary Work until after written approval has been given by or on behalf of the Client.

360 Show Design B.V. is authorised to enter into agreements with Third Parties on behalf of the Client that are necessary for the proper performance of the Work. The Client is not permitted to transfer any rights or obligations arising from an Agreement to third parties without the prior written consent of 360 Show Design B.V.

The Client expressly indemnifies 360 Show Design B.V. against damage and liability, including claims from third parties, which is the result of acts or omissions by the Client in breach of its obligations or other provisions of the Agreement or which should otherwise be at the expense of the Client by virtue of traffic regulations.

Article 6: Obligations of 360 Show Design B.V.

360 Show Design B.V. shall make every effort to carry out the assignment carefully and to the best of its understanding and ability.

360 Show Design B.V. is permitted unilaterally to make changes to the Agreement as long as this does not impede the proper execution of the Work. If the Client is required to make changes, 360 Show Design B.V. will inform the Client in advance within the limits of what is reasonably possible.

360 Show Design B.V. shall exercise due care when engaging the services of Third Parties.

No rights can be derived by Third Parties from the Work performed by 360 Show Design B.V. and the results thereof.

Article 7: Terms of payment

The payment terms and conditions are stated on the quote in question.

If the Client makes a choice for a certain means of payment and this choice involves higher costs for 360 Show Design B.V. than the costs 360 Show Design B.V. would have had to bear if the Client had paid by giro, 360 Show Design B.V. reserves the right to charge the additional costs to Client.

An appeal to set-off expenses is excluded, unless otherwise agreed in writing. Objections to the amount of the invoice(s) do not suspend the payment obligation.

In the event of late payment, the Client shall be in default from the moment the amount due is due and payable. 360 Show Design B.V. is in that case entitled to charge the statutory interest on the overdue amount from the moment the amount is due until payment in full.

In the event of late payment of the amount owed, additional costs will be charged. The extrajudicial costs are set to at least 10% of the invoice amount with a minimum of € 250, excluding VAT. If legal assistance (lawyer's fees, bailiff's fees, litigation costs, etc.) must be called in to collect the amount due, these costs must also be paid by Client.

Payments made by the Client shall first be applied to settle all interest and costs owed and then to settle due and payable invoices that have been outstanding the longest.

Without written permission from 360 Show Design B.V., Client is not authorized to make payments directly to persons/companies engaged by 360 Show Design B.V. If and insofar as payment is made directly to persons/companies, Client is under no circumstances legally liable to 360 Show Design B.V.

360 Show Design B.V. is entitled to suspend the Work until the total overdue amount has been credited to the bank account of 360 Show Design B.V. In the absence of a due and payable sum 360 Show Design B.V. is not liable for damages arising as a result of this suspension.



Article 8: Dissolution

Both Client and 360 Show Design B.V. may terminate the agreement with due observance of a reasonable notice period by means of a written notification to the other party. In the event of termination by the Client, the Client is obliged to reimburse the costs already incurred, the fee and all costs (to be) incurred by 360 Show Design B.V. up to the cancellation of the Works conducted or Works to be conducted.

In case of premature termination of the Agreement by the Client, the Client will take care of all settlements necessary to terminate the Agreement without further consequences for 360 Show Design B.V. The Client indemnifies 360 Show Design B.V. against possible liability in the broadest sense of the word with regard to the termination of the Agreement.

360 Show Design B.V. is entitled, without being liable to pay any compensation, to dissolve the agreement in whole or in part with immediate effect and without judicial intervention, without prejudice to 360 Show Design B.V.'s right to claim performance instead of dissolution or suspension, and without prejudice to its right to claim compensation if:

- Liquidation, bankruptcy, seizure or suspension of payment of Client should occur;
 - The Client fails to comply with the Agreement;
 - Circumstances come to the attention of 360 Show Design B.V. which give good reason to fear that the Client will not fulfil its obligations under the Agreement after the Agreement has been concluded;
 - The Client was requested to provide security upon conclusion of the Agreement and this security is not provided or is inadequate;
 - The Client has entered into the Agreement under false pretences;
 - The Client has failed to provide 360 Show Design B.V. with information which the Client knew or reasonably should have known that the availability of this information at 360 Show Design B.V. was necessary for the fulfilment of its obligations;
 - Circumstances arise that are of such a nature that compliance with the Agreement is impossible or can no longer be required according to standards of reasonableness and fairness, or if other circumstances arise that are of such a nature that the unaltered maintenance of the assignment cannot reasonably be required;
- The Client may terminate the Agreement with immediate effect if 360 Show Design B.V. has been grossly negligent in the fulfilment of its obligations.

Article 9: Liability

The Client is liable for damage to equipment of 360 Show Design B.V. in the broadest sense of the word, before, during, and after the event. For example - but not limited to - damage as a result of power failures, damage caused by audience and/or loss of equipment; 360 Show Design B.V. is not liable for:

- errors or shortcomings in the execution of the Agreement if they are caused by acts or omissions of the Client;
- errors or shortcomings of Third Parties engaged by or on behalf of the Client;
- errors or shortcomings in the design if the Client has given written approval for this or has been given the opportunity to carry out a check and has not made use of it;
- defects in quotations from suppliers or for exceeding quotations from suppliers;
- an event beyond its control and therefore not attributable to its actions and/or omissions;

360 Show Design B.V. is only liable for imputable, direct damage. Liability of 360 Show Design B.V. for indirect damages, including consequential damages, lost profits, mutilated or lost data or materials, or damage due to business stagnation, is excluded.

The liability of 360 Show Design B.V. - and for those hired by 360 Show Design for its account and risk - in respect of damage to persons or property is limited to the amount paid out under the business liability insurance and under the conditions stated therein. In the event the insurer does not payout and 360 Show Design's liability is nevertheless established, the liability for direct financial loss shall be limited to the amount of the invoices already paid by the Client minus the costs incurred for engaging persons/companies engaged by 360 Show Design B.V. with a maximum of €10,000.

Claims for compensation shall expire one year after the day on which the Client became aware or could reasonably have become aware of the damage and the possible liability of 360 Show Design B.V. for that damage.



Article 10: Force majeure

Force majeure is understood to mean all that is defined by the law and jurisprudence, including all causes beyond 360 Show Design B.V. that could not reasonably be foreseen and as a result of which 360 Show Design B.V. cannot fulfil its obligations to the Client or cannot fulfil them on time.

Insofar as fulfilment of any obligation under the Agreement (not including payment of a sum of money) has become temporarily or permanently impossible or can no longer be demanded according to standards of reasonableness and fairness as a result of force majeure, 360 Show Design B.V. has the right to suspend the no longer executable obligations until they are executable or to dissolve the agreement.

The choice for suspension or dissolution lies with 360 Show Design B.V. If it is decided to dissolve the agreement, 360 Show Design B.V. has no obligation to compensate the Client. The Client is obliged to pay all costs invoiced by 360 Show Design B.V. and costs incurred but not yet invoiced. Any amounts paid in advance will not be refunded to the Client.

Article 11: Delivery

Delivery shall take place in the manner described in the Agreement.

The risk of loss of or damage to goods that are the subject of the work shall pass to the Client at the moment at which they are delivered or made available to the Client and are thus brought under the power of the Client or of third parties to be appointed by the Client.

Article 12: Confidentiality

Both parties are obliged to keep all confidential information that they have obtained from each other or others in the context of their assignment in strict confidence. Information is considered confidential if it has been communicated as such in writing or if it arises from the nature of the information.

If 360 Show Design B.V. is obliged to provide confidential information to Third Parties on the basis of a statutory provision or a court ruling, 360 Show Design B.V. is not obliged to pay damages or compensation and Client is not entitled to dissolve the assignment on the basis of any damage caused by this.

Article 13: (Intellectual) property rights

All designs of 360 Show Design B.V. under the Agreement remain the property of 360 Show Design B.V.

Without prejudice to the provisions of these general terms and conditions, 360 Show Design B.V. reserves the rights and powers vested in it by virtue of the Copyright and other Intellectual Property Rights.

The Client must fully and unconditionally respect all copyrights and other intellectual property rights vested in the goods supplied by 360 Show Design B.V. The Client is not permitted to make designs or the result of the designs available, to pledge, to pawn, or to grant any other right to third parties as long as the ownership or user rights have not been transferred to the Client.

360 Show Design B.V. is at all times entitled to mention or remove its name during the execution of the assignment and during the event at or near the work.

For each infringement of property, copyright or other intellectual property rights by the Client or companies affiliated with the Client's company, an immediately payable fine of €10,000, not subject to judicial moderation, shall be due, without prejudice to the right of 360 Show Design B.V. to claim compensation for the damage actually suffered.

Client indemnifies 360 Show Design B.V. for all third party claims on property, copyright or other intellectual property rights.

360 Show Design B.V. has, with due observance of the interests of Client, the freedom to use the design for its own publicity or promotion.



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Article 14: Applicable law, complaints and disputes

All disputes between Client and 360 Show Design B.V., including those considered as such by only one of the parties, are exclusively governed by Dutch law.

Disputes shall, after the parties have tried to resolve the dispute in mutual consultation, but have not succeeded in doing so, be settled by the competent court in Amsterdam, unless they have to be submitted to another authority in the Netherlands on the basis of a mandatory statutory provision.