

General Terms and Conditions – Lollapalooza

Article 1 GENERAL

1. These general terms and conditions are applicable to all our offers and assignments we accept, unless agreed otherwise in writing.
2. In the event that we receive an assignment from the client, either on the grounds of one of our project proposals or otherwise, be it in writing or orally, the agreement between us and the client will be concluded by the order confirmation sent to the client, and not before.
3. In these general terms and conditions “we”, “us” and “our” refer to Lollapalooza.

Article 2 PROJECT PROPOSALS

1. Our project proposals are subject to confirmation as stipulated in clause 1.2. In our project proposals, we will make every effort to give as correct an idea as possible of the work to be carried out. Our project proposals will apply for 4 weeks as of the date of our proposal, unless stated otherwise therein. As long as no agreement has been concluded we will be entitled to deploy our capacity elsewhere and to alter the project proposal.
2. Our project proposals are based on the information provided by the client. Client is responsible to have provided to its best ability, all necessary information required for the design, execution and conclusion of the project.

Article 3 PROJECT IMPLEMENTATION AND DURATION

- 3.1 We will make every effort to carry out the work in accordance with the agreements and to realise the desired result. Our obligations are restricted to perform to the best of our ability.
- 3.2 On implementing the agreement, we are free to bring in those co-workers and/or subcontractors who we consider suitable.
- 3.3 Additional and/ or changes activities other than agreed in our proposal will only be executed after written consent by us. Possible additional costs will be invoiced by us and paid by the client.
- 3.4 In the event the client is not satisfied about our efforts and/ or results, we will be notified in writing immediately. In mutual consultation we will evaluate the comments and draw up a recovery plan. When agreed by the client, the recovery

plan will be executed under the same conditions and daily fee as earlier agreed upon or in case that no such fee has been agreed upon, the fee that we actually are used to apply.

Article 4 FEES

4.1 In the event that a fixed price has been agreed as a fee, this fee will be charged together with the disbursements and other expenses and together with the VAT, in equal monthly terms throughout the (intended) period of the project. These terms will be invoiced and paid in arrears.

4.2 In the event that no fixed price has been agreed as a fee, this fee will be calculated on the basis of the daily/hourly rate that we apply at that time with regards to the persons deployed and the units of time expended. The sums payable to us will be invoiced in arrears each month.

4.3 The fees do not automatically apply to future projects.

Article 5 PAYMENTS

5.1 Payment of our invoices must be made within 15 days from the date of invoice by transferring the sum payable to account number NLO7RABO0192 3979 74 stating the name of Lollapalooza in Rotterdam. In the event that the term stated is exceeded, interest of 5% per month will be payable to us over the outstanding sum. At the end of each month, the sum over which the interest is calculated will be increased by the interest payable over that month.

5.2 We are moreover entitled to claim from the client all judicial and out-of-court expenses incurred in connection with the failure of the client to observe his/her payment obligations. These out-of-court expenses are deemed to be at least equal to 10% of the sum payable, and to be €250, 00 at the minimum.

Article 6 PREMATURE TERMINATION

6.1 The assignment can be prematurely terminated by either party by means of a written statement, whereby a minimum term of notice of one month will apply. In the event of premature termination, invoicing will take place on the basis of the amount of work carried out at the time of termination.

6.2 We are also entitled to fully or partially terminate the agreement without intervention of a judge with immediate effect by means of a letter sent to the client in the event that the client fails to observe any of his/ her obligations (including his/ her payment obligations), if the client has applied for suspension of payment, if a petition for bankruptcy has been filed with regard to the client's business or in the event of the occurrence of such facts or circumstances that is should be reasonably

feared that the client is not capable and/ or will not be capable of meeting his/ her obligations flowing from the agreement.

Article 7 OBLIGATIONS OF THE CLIENT

7.1 The client is to grant his/her full cooperation free of charge in connection with the implementation of the assignment and to provide us with all that required for this purpose. Among other things, this means that if so required, a workroom in the appropriate facilities will be supplied free of charge, that the client's staff will be available free of charge for the purpose of the assignment during the term agreed and that leave will be granted for the inspecting of all data required in connection with the proper implementation of the assignment.

7.2 In the event that it is necessary to bring in third parties in connection with the implementation of the assignment, the client will be obliged to cooperate in reasonableness with the realisation of the agreement with the third party concerned.

Article 8 OUR OBLIGATIONS AS A CONTRACTED PARTY

8.1 We will carry out the assigned work to our best knowledge and ability using our expertise, thereby making an effort to realise the final result stated in our offer.

8.2 As far as is possible, we will ensure that our staff behave in accordance with the clients working rules and house rules, to the extent that they have been brought to our attention.

Article 9 LIABILITIES

9.1 We are not liable for direct, indirect or other damage or expenses in connection with any agreement we have entered into, any work we have carried out or a failure to perform any such work.

9.2 If Lollapalooza brings in third parties in connection with the work agreed, we will not be liable for the breaches/ shortcomings of these third parties and will be entitled to accept also on behalf of the client a limitation of liability on the side of the third party brought in without prior consultation with the client.

9.3 The client will indemnify Lollapalooza against all claims made by third parties that are in any way connected with any agreement between the client and Lollapalooza and/or the (non)performance by Lollapalooza of any work for the client.

9.4 Any claim put forward against Lollapalooza will cease to exist due to the mere expiry of a term of 12 months. This term will commence as of the day following the day on which we have completed the project. or if this has not taken place, the day following the day on which we have terminated our work.

Article 10 FORCE MAJEURE

10.1 In the event that force majeure renders us temporarily incapable of carrying out the work agreed, without any obligation to pay damages or any other sum and without prejudice to our further rights, we will be entitled to suspend the implementation of our work until the facts or circumstances generating the force majeure have ceased to exist.

10.2 In the event that as a result of force majeure, we are permanently unable to carry out one or more of the tasks agreed, we will be entitled to fully or partially terminate the agreement with immediate effect without any obligation to pay any sum in compensation and without prejudice to our further rights.

10.3 Force majeure is deemed to apply in the event of circumstances that cannot be attributed to Lollapalooza and that hinder the observance of any of our obligations, such as strikes, the stagnation of suppliers' business and errors made by or delays occurring with third parties brought in.

10.4 In all cases the client is obliged to pay the fee, the disbursements, the costs incurred and the VAT in connection with work carried out in all cases.

Article 11 CONFIDENTIALITY

11.1 All information and business or professional secrets that are not part of the public domain revealed by each party to the other are deemed to be confidential and will only be passed on to third parties.

Article 12 INTELLECTUAL PROPERTY

12.1 All intellectual property rights will remain vested in us, except and to the extent agreed otherwise in writing. We will therefore remain the owner of all intellectual property rights with regard to information, methods, formulas, techniques, processes, systems and programmes developed by or for us and which are provided for or communicated to the client, who only has a non-transferable user's right with regard hereto.

Article 13 APPLICABLE LAW

13.1 All our offers, assignments and work are subject to Dutch law

13.2 All disputes arising from or in connection with these terms and conditions or the agreement between Lollapalooza and the client will be submitted to the competent court in Rotterdam.

Article 14 LANGUAGES

14.1 These general terms and conditions have been drafted in the Dutch language and have been translated into English. In case of discussion about the interpretation of these general terms and conditions, the Dutch text will prevail.