

General terms and conditions of supply and payment of Umsjatka V.O.F.

1 Applicability

1.1

These general terms and conditions of supply and payment apply to all offers, quotations issued by Umsjatka V.O.F. (hereinafter referred to as: Umsjatka) and agreements entered into for the delivery of goods and the provision of services, inter alia consisting of renting out equipment and studios and/or making personnel available, with the exception of addendums and/or derogations accepted in writing and in advance by Umsjatka.

1.2

The applicability of any other general terms and conditions are hereby expressly excluded.

1.3

If one or more provisions under these general terms and conditions has/have no binding effect, these general terms and conditions will remain in full effect for the remaining provisions. Umsjatka will replace the provision(s) concerned by new provisions that will approach the meaning and effect of the previous provision(s) as much as possible.

1.4

The Client is taken to mean: the hirer of the equipment, immovable property goods/studio, transport or means of transport, specifically: all goods that Umsjatka rents out. The Client can be replaced by the Client's authorised representative, being an employee, or third parties hired at the Client's expense and risk.

2 Quotations

2.1

All quotations are without obligation and valid for 15 days, unless stated otherwise in the quotation. All amounts stated are in EURO (€) and excluding VAT.

3 Coming into effect of agreement

3.1

An agreement comes into effect after confirmation in writing from Umsjatka of the assignment provided, due to the fact that the Client has signed the agreement from Umsjatka to confirm approval, or as the case may be due to the fact that Umsjatka has executed the assignment.

4 Prices and payment

4.1

All prices stated by Umsjatka in the quotation are based on the price determining factors that are applicable at the time of the quotation. Changes in the hired goods, the equipment, or otherwise, after concluding the agreement, will be charged on to the Client.

4.2

Umsjatka will be entitled to charge on price increases if it can make it plausible that between the time of the quotation and the performance of the agreement the price determining factors have increased due to unforeseen developments and/or circumstances that are not attributable to it.

4.3

The determination of the price for personnel to be made available will take place on the basis of subsequent calculation, based on the hourly rates agreed in advance.

4.4

All prices applied by Umsjatka are always excluding VAT and other taxes, dispatch costs, insurance premiums, installation costs, energy costs, communication costs, cleaning costs, disposal costs, storage costs, courier costs, travel and accommodation costs and the costs of hiring equipment and personnel from third parties.

4.5

In the event of contract extras, *inter alia* resulting from changes required by the Client, Umsjatka will be entitled to charge the additional costs on the basis of subsequent calculation.

4.6

Invoices must be paid no later than 21 days after the invoice date. If invoices are not paid within this period the Client will be in default without the requirement of notice of default, and all the consequences under Section 81 et seq. Book 6 of the Civil Code will come into effect, including interest of 1.25% per month over the overdue amount.

4.7

Exceeding the payment term(s) will result in all judicial and extrajudicial costs being at the Client's expense. The extrajudicial costs will be immediately owed by the Client without further demand or notice of default.

4.8

Umsjatka will be entitled to let employees as well as trainees/interns be present during the execution of the assignment, without charging the costs thereof to the Client.

5 Delivery of goods and services

5.1

Umsjatka undertakes to ensure that the goods or services to be delivered by it will be delivered at the agreed time.

5.2

All agreed periods will only commence at the time when all necessary data is provided to Umsjatka and all payments, which must be made at the commencement of the assignment, have been received by Umsjatka.

5.3

Unless parties have agreed in writing that an agreed date and time entails a final deadline, the dates and times stated will be an estimate and the exceeding thereof will not give the Client any right to compensation and/or termination of the agreement.

5.4

Exceeding a final deadline will give the Client the right to terminate the agreement without judicial intervention, insofar as the agreement has not yet been performed, unless the exceeding exclusively relates to the provision of non-essential services. Exceeding a final deadline, which has resulted in termination on the basis of this provision, will give the Client the right to compensation of the demonstrably suffered damage, which will be with due regard to the provisions of article 8.

5.5

If performance of the agreement takes place, upon the request of the Client, within a shorter period than agreed, the extra costs attached thereto will be at the Client's expense. Umsjatka will provide the Client with a specification of these costs.

5.6

Costs arisen due to actions of the Client, as a result of which the performance or the progress of the performance of the agreement inter alia stagnates, will also be charged to the Client.

5.7

Umsjatka will be at all times entitled to outsource the performance of the agreement, wholly or in part, to third parties, or as the case may be have third parties provide assistance to it during the performance of the agreement.

6 Dispatch of goods, risk and/or purchase of goods

6.1

The goods will be deemed to be delivered and/or purchased and thereby will be at the Client's risk as soon as the goods have left Umsjatka's offices and/or warehouses, or the actual transfer of the goods to the Client, or the Client's carrier, has taken place.

6.2

Dispatch of goods by Umsjatka at all times, also in the event of carriage paid delivery, takes place at the Client's risk.

6.3

The Client must ensure that someone will be present on working days between 08.00 and 17.30 hours at the delivery address stated by the Client, to take receipt of the goods, in the absence of which Umsjatka can charge extra delivery charges.

7 Complaints

7.1

Complaints related to goods delivered, services provided, or invoices sent by Umsjatka, must be submitted as soon as possible, but no later than within 24 hours after receipt of the goods or the invoice, or as the case may be after the service is provided, by the Client in writing to Umsjatka. Complaints made by the Client will never suspend the Client's payment obligations.

7.2

If the Client has submitted the complaint in a timely manner and in the correct manner to Umsjatka and if it appears that the goods delivered or service provided by Umsjatka are/is not in accordance with the contents of the agreement, and there is an attributable failure on the part of Umsjatka, Umsjatka will, subject to the return by the Client of the delivered goods, execute repair work, or as the case may be deliver at its discretion replacement goods, or will provide the service once again, or as the case may be will send a credit note.

8 Liability

8.1

The liability on the part of Umsjatka due to the failure to fulfil its obligations, improper, or late fulfilment of its obligations, is expressly limited to the value of the goods delivered or services provided by Umsjatka.

8.2

Umsjatka will not be liable for any indirect damage, (including: consequential loss, lost profit, lost savings and loss due to business interruption and claims by third parties), which the Client might suffer as a result of an attributable failure on the part of Umsjatka in the fulfilment of its obligations.

8.3

Umsjatka will not be liable for theft, loss, or damage of property of the Client, of the members of staff of the Client, of the third parties engaged by the Client, or as the case may be of members of the public admitted by the Client.

8.4

Umsjatka will also not be liable for the destruction, loss, or damage of the sound and/or image and/or information carriers and the material recorded therein, neither will Umsjatka be liable for the destruction, loss, or damage of the goods provided by the Client to Umsjatka in the context of the services to be provided.

8.5

Umsjatka will not be liable for damage arisen due to the failure or improper functioning of the internet, data, communication, image and sound connections, or as the case may be the quality thereof, regardless of whether these are put in place by Umsjatka or third parties.

8.6

Umsjatka will not be liable for the quality and the continuity of gas, water and electricity facilities and/or supplies.

8.7

The limitations of liability included in this article do not apply if the damage is attributable to intention or gross negligence on the part of Umsjatka or its employees.

8.8

The Client will be liable for all damage suffered by Umsjatka resulting from the loss or damage of goods that are Umsjatka's property and that the Client has the use of.

8.9

The Client will also be liable for all damage arisen to goods belonging to the Client or third parties, which is caused by the Client, the Client's personnel and/or third parties hired by the Client.

9 Non-attributable failure

9.1

Force majeure includes in these general terms and conditions, in addition to that concerning this included in legislation and case law, all external causes, foreseen or unforeseen, beyond the control of Umsjatka, but as a result of which Umsjatka is no longer able to fulfil its obligations. Industrial actions and other actions taken by Umsjatka's personnel and/or its suppliers, as well as blocking of the business or industrial sites, or as the case may be the buildings situated thereon, in which Umsjatka executes its activities, are included therein.

9.2

If a failure in the fulfilment of the obligations on the part of one of the parties cannot be attributed to this party, the mutual obligations of the parties will be suspended until the time when the fulfilment of the obligations can be reasonably deemed to be possible again.

9.3

If actual suspension resulting from a non-attributable failure lasts longer than one month, each of the parties will be entitled to promptly terminate the agreement without any notice of default, or judicial intervention, without the parties being able to claim compensation from each other in that case.

9.4

Reliance on a non-attributable failure can only be made within fourteen days after this failure arising, and must be in writing by recorded delivery.

10 Indemnity

10.1

The Client indemnifies Umsjatka and the personnel made available by Umsjatka against all claims by third parties towards Umsjatka and/or the aforesaid personnel related to the agreement concluded with the Client and/or the goods delivered or services provided in the context of the agreement, including claims with regard to infringements of intellectual property rights or other rights.

11 Confidentiality

11.1

Parties will deal in strict confidentiality with the information provided to them by the other party, in writing and verbally, and will never transfer this information to third parties, unless this information was already public knowledge, or because the other party is compelled to disclose on the order from any judicial authority or by legislation.

12 Options

12.1

The Client will be entitled to request that Umsjatka provides an option on the goods to be delivered or the services to be provided by Umsjatka. When providing the option Umsjatka will state the period when the Client must inform Umsjatka of whether the Client will make use of the option. If the Client exceeds this period the option provided to the Client will lapse. No rights can ever be derived by the Client from an option. Options are not transferable to third parties.

12.2

Umsjatka will be entitled at all times to request that the option holders state within 24 hours whether or not an option will be converted into a definitive assignment. If the option is not converted into an assignment within the period set out the option will lapse. Umsjatka will be exclusively entitled to unilaterally cancel an option in writing.

13 Cancellation

13.1

Cancellation of an agreement by the Client is exclusively possible if this takes place in writing and prior to the commencement of the execution of the provision of services, or as the case may be the delivery of goods.

13.2

In the event of cancellation any preparation costs incurred by Umsjatka will be charged at all times by Umsjatka to the Client.

13.3

If cancellation takes place less than 21 days prior to the commencement of the delivery of goods, or as the case may be the provision of services, the Client will owe compensation to the amount of 75% of the agreed payment. If cancellation takes place less than 7 days prior to the commencement of the delivery of goods, or as the case may be the provision of services, the Client will owe compensation to the amount of 100% of the agreed payment.

13.4

Umsjatka will be entitled to cancel agreements wholly or in part in writing in the event of such changes of circumstances that performance can no longer be reasonably required from Umsjatka, or performance can entail risks under criminal law and other legal risks. In such an event the Client will not be entitled to compensation.

14 Termination

14.1

Umsjatka will be entitled to declare the agreement terminated without judicial intervention, if the Client does not, does not in a timely manner and/or does not properly fulfil one or more of the obligations, or as the case may be if the Client makes such amendments of the agreement that the agreement becomes unfeasible in the opinion of Umsjatka.

14.2

In that event the Client will owe at least the full agreed price, including the transport costs (provided that this is applicable), plus indemnification equal to 10% of the price, which will be without prejudice to the right of Umsjatka to compensation of the damage suffered by it, if this might be higher.

14.3

Umsjatka as well as the Client will be entitled to declare the agreement terminated wholly or in part with immediate effect and without judicial intervention in the events described hereinafter:

- * if the Client arranges a debt settlement with the Client's creditors;
- * if the Client applies for moratorium;
- * if the Client is declared insolvent;
- * if the Client ceases or transfers the Client's business.

15 Intellectual property

15.1

The Client guarantees to Umsjatka that the Client has permission from entitled parties, to include parts that intellectual property rights are vested in, in the programme material. The Client will act in this in accordance with the standards recorded in legislation.

15.2

Umsjatka retain the full copyright and other intellectual property rights to its goods, or the goods for which Umsjatka provides services, which are eligible for copyright and other rights, unless expressly agreed otherwise in writing. This applies also to the copyright and other contributions made by its members of staff and/or freelancers.

16 Disputes

16.1

In the event of any dispute between Umsjatka and the Client this dispute will be governed at first instance by the court with competent jurisdiction in the Amsterdam district with the exclusion of any other judicial authority. However, Umsjatka retains the right to summon the Client before the court of the Client's place of residence.

16.2

The law of the Netherlands applies to all agreements concluded between Umsjatka and the Client.

16.3

All costs of judicial and extrajudicial measures, which Umsjatka might deem necessary for the enforcement of its rights, including collection costs, will be at the Client's expense.

Renting out and making available

17 Commencement and end of the renting out of equipment

17.1

The renting out of equipment is entered into with effect from the specified renting period in full days.

17.2

The renting out commences at the time when the Client, or the Client's authorised representative, takes receipt of the rented property at the agreed location or otherwise at Umsjatka's office. The Client will agree without proviso to the delivery or rented property at the actual delivery thereof. The Client has the right to inspect the rented property in advance for completeness and defects, which will be exclusively during the lender's office hours, which are on working days from 08.00-17.30 hours. If the Client omits to collect, or take receipt of, the rented property on the agreed date and time, the Client nevertheless will be bound by the rental agreement and the Client must pay the agreed rent.

17.3

The Client must return the rented property to Umsjatka, at the return date and time agreed at the entering into of the rental agreement, or as the case may be agreed afterwards in writing, in the same condition, during office hours, or as the case may be at another agreed location. The Client must promptly pay the costs to Umsjatka related to any damage.

17.4

The Client must return, in addition to the rented property all consumables and material for use, including the spare parts provided by Umsjatka and any (defective) parts replaced by the spare parts, in the absence of which the Client must pay the new-for-old value of the material concerned to Umsjatka.

17.5

As soon as the agreed renting out period has expired and the rented property has not been returned, the Client will be in default by operation of law without any requirement of notice of default. Umsjatka will from that time have the right to collect the rented property. If costs are attached thereto these will be fully at the Client's expense. The Client will owe the recorded payment for one day for each day of the delay of the return of the rented property, without prejudice to the right of Umsjatka to claim additional compensation of damages.

18 Security deposit

18.1

If required, a security deposit can be requested by Umsjatka per case with a maximum of 10% of the current market value or replacement value of the rented property, recorded by Umsjatka. The security deposit will serve as security for the fulfilment of the obligations by the Client. It must be paid prior to the delivery of the rented property.

18.2

The Client, or the Client's authorised representative, will be obliged upon first request from Umsjatka to hand over copies of the Client's passport or driving licence to Umsjatka prior to the delivery of the rented property.

19 Use

19.1

The Client is not permitted to use the rented property for another purpose or at another location than the agreed designated use and location, to relet it to third parties, or as the case may be give it into use without financial consideration, other than in the course of the Client's usual business operations, or to copy, to pledge or otherwise encumber or dispose of it.

19.2

The Client will not be entitled to transfer rights and/or obligations ensuing from the rental agreement to third parties.

19.3

The Client must use the rented property in a careful manner and in accordance with Umsjatka's regulations. The Client guarantees that the personnel hired by the Client are in the possession of a correct and valid driving licence; set out by the legislature; for driving the means of transport hired from Umsjatka.

19.4

Umsjatka will be at all times entitled to inspect the rented property and to conduct maintenance thereof.

19.5

If repair work is necessary, resulting from the usual wear and tear in the opinion of Umsjatka, the Client must promptly report this to Umsjatka. Umsjatka will execute the repair work itself or will let others execute this at Umsjatka's expense. The Client is not permitted to execute the repair work itself or to let others execute this. The costs of the repair work, which is necessary due to conduct on the part of the Client or on the part of third parties, or which are resulting from force majeure, will be charged to the Client.

19.6

In the event of loss or damage of the rented property, or if third parties enforce rights to the rented property, including levying attachment, the Client will be obliged to promptly inform Umsjatka of this.

19.7

The Client, or the Client's authorised representative, state without proviso to be in the possession of all valid driving licences, which are set out by legislation for driving, whether or not on the public road, means of transport or vehicle hired by the Client from or through Umsjatka.

19.8

The Client, or the Client's authorised representative, state that he/she has never been disqualified from driving for any reason whatsoever.

19.9

The Client, or the Client's authorised representative, will personally, and at their own expense and risk, apply for the parking and/or access permits required for the means of transport hired from Umsjatka, when this is required, or if this is required by regulations. This also applies to permits in the classified environmental zones.

19.10

Umsjatka will directly charge all financial penalties/sanctions, imposed by any authority whatsoever, directly to the Client, with a surcharge of 20%. Umsjatka will pay the financial penalties/sanctions within the payment term set out by legislation, without prior consultation with the Client, to prevent statutory increases. The Client will personally have to appeal against the imposed financial penalties/sanctions. Umsjatka will never be party to this.

19.11

If Umsjatka pays financial penalties or sanctions by advance payment to prevent the statutory increases, Umsjatka does not in any manner whatsoever acknowledge debt and will never acknowledge debt concerning this. The Client indemnifies Umsjatka related thereto.

20 Insurance

20.1

Umsjatka will, without the Client deriving any rights from this, insure the rented property in Umsjatka's name, also for the benefit of the Client, against loss or damage, with the amount of the deductible which is not borne by the insurer under the policy conditions per loss event in conformity with the policy, with the exception of loss or damage due to negligence or incorrect use by the Client.

20.2

The part of the damage that is not compensated by the insurer will be at the Client's expense. The amount of the deductible which is not borne by the insurer under the policy conditions will always be € 2,500 EURO, excluding VAT, per loss event, and per rented item.

20.3

The amount of the deductible which is not borne by the insurer under the policy conditions can only be bought out in writing and in agreement with Umsjatka at a percentage of the rent agreed in advance.

20.4

In the event of damage caused by or caused to means of transport the Client will have a claim form drawn up, which will be completely filled in and signed. The Client will do everything possible to ensure that the damage remains limited.

21 Renting out immovable property

21.1

In the event of renting out of immovable property the Client will be obliged to follow Umsjatka's Company Rules and all instructions given by Umsjatka's supervising personnel.

21.2

If the Client, whether or not during recordings, permits access to the public, this will take place under the Client's responsibility, but with due regard to the instructions from the supervising personnel referred to in subclause 1, who can deny (further) access to the public, or as the case may be can require evacuation of the rented space. The Client must strictly comply with Umsjatka's regulations concerning the extent of the public to be permitted access.

21.3

The Client will be fully responsible for the personal safety of the Client's employees, the third parties engaged by the Client, the Client's guests and the public permitted access by the Client.

21.4

The Client will be at all times liable for the loss, damage, or theft of the property of Umsjatka, of Umsjatka's employees, or of the third parties engaged or permitted access by Umsjatka.

21.5

The Client will not affix changes of, or remove anything from the rented space.

21.6

The Client will be at all times obliged to personally ensure all requested permits and exemptions. The Client will thoroughly ascertain in advance any restrictions of the rented property, insofar as applicable.

21.7

The Client is fully and without proviso familiar with the technical status and technical data of the rented property and states to approve this.

21.8

The Client will never bring highly flammable liquids and/or gases into the rented property. The Client will strictly monitor that nobody smokes in the rented property.

22 The making available of personnel

22.1

The making available of personnel will be effected per hour with a minimum of six hours per day.

22.2

The making available of personnel will commence at the time when a member of staff of Umsjatka, or as the case may be a third party hired by Umsjatka, commences with the work to be executed for the Client, whereby the travel time, preparation, or packing time and subsequent inspection, or unpacking time will be regarded as execution of work.

22.3

The Client must pay all hours agreed with Umsjatka for personnel in accordance with the agreed rates. If the Client requires the personnel made available for a longer period than agreed, the Client must pay these hours in full.

22.4

The Client will be responsible for ensuring that all statutory provisions concerning working conditions and working hours are complied with at all times and indemnifies Umsjatka against all claims by third parties related thereto.

22.5

The Client accepts liability for any damage, inter alia due to injury or death of the personnel made available, if this is caused during the period of the making available, or ensues from the making available. The Client will take out the necessary insurances with regard to the personnel made available by Umsjatka.

Purchase and sale

23 Retention of title

23.1

Umsjatka retains the ownership of all goods sold and delivered by it, until the agreed purchase price thereof has been paid in full by the Client and the Client has fulfilled all other obligations.

23.2

In the event of non-payment or late payment of the full purchase price Umsjatka will be entitled to collect the delivered goods. The Client hereby undertakes to provide Umsjatka with the opportunity for this purpose in that case.

24 Guarantee

24.1

The manufacturer's guarantees, as provided by Umsjatka's suppliers, exclusively apply to all goods sold by Umsjatka. The Client is deemed to be aware of these guarantee conditions.