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GENERAL TERMS & CONDITIONS

Article 1. General

In these General Terms and Conditions, the following definitions apply:

1. Contractor: TWOFIFTYK BV doing business under the name TWOFIFTYK, with registered office at Achtseweg Zuid 171 – building TAE, 5651 GW Eindhoven, registered in the Chamber of Commerce for Brabant under number 56409761, duly represented in this matter by Mr. Sander Reneman, Mr. Carlo Ruijgers and Mr. Kevin Walenciak.
2. Customer: any natural or legal person instructing TWOFIFTYK to perform work or render services.
3. Work: all actions, delivery, work and services of TWOFIFTYK as set out in an offer, agreed by or at the instruction of TWOFIFTYK and performed for the Customer.
4. Agreement: any agreement between TWOFIFTYK and the Customer pertaining to the work and services of TWOFIFTYK.

Article 2. Applicability

1. These general terms and conditions apply to all legal relationships and agreements with TWOFIFTYK. The applicability of the Customer's terms and conditions of purchasing or any other terms and conditions of the Customer are explicitly rejected, unless TWOFIFTYK has accepted such conditions explicitly and in writing.
2. The Customer can only appeal to clauses departing from these General Terms and Conditions if such clauses have been accepted by TWOFIFTYK explicitly and in writing.
3. No rights can be derived from the departures referred to in paragraph 2 with regard to any agreements entered into at a later point.
4. Agreements with TWOFIFTYK and/or amendments/additions thereto are only binding on TWOFIFTYK after and insofar as accepted and confirmed in writing by TWOFIFTYK.
5. These General Terms and Conditions will also apply to all agreements with TWOFIFTYK for which the implementation requires the engagement of third parties.
6. If one or more provisions of the General Terms and Conditions are invalid or become invalid, the remaining provisions continue to apply in full. In that event, TWOFIFTYK and the Customer will then enter into consultations to agree on new clauses to replace the null and void/annulled clauses, if and insofar as possible in observance of the object and scope of the original clause.

Article 3. Quotations

1. Quotations are without obligation and valid for a period of 30 days, excepting where otherwise indicated.
2. Unless explicitly stated otherwise, the quotation is only binding if confirmed in writing by the contractual counterparty within 30 days.



3. Price indications are subject to change as a result of unforeseen changes in the work. If any increase of price-determining factors arises prior to the delivery/performance of the agreement (regardless of whether they result from foreseen or foreseeable circumstances), TWOFIFTYK is entitled to either increase the price to the Customer proportionally or to cancel the agreement, insofar as not yet performed, without notice of default and without entitlement to compensation.
4. The prices specified in the quotations are net amounts, meaning that the VAT and other governmental levies, as well as any costs to be incurred in the context of the assignment (including shipping and administration costs) are in addition to the prices in the offers, unless otherwise indicated.
5. Acceptance is not binding on TWOFIFTYK if acceptance differs from the offer made in the quotation (whether or not on points of minor significance). In that event, the assignment is not contracted in accordance with this acceptance contrary to the quotation, excepting and insofar as accepted explicitly and in writing by TWOFIFTYK.
6. If the Customer fails to accept the quotation in writing or to confirm the assignment in writing, but despite this consent to TWOFIFTYK commencing the performance of the assignment, the content of the offer will be deemed to have been agreed.
7. A composite quotation will not oblige TWOFIFTYK to perform part of the assignment for a corresponding part of the stated price.
8. Quotations do not automatically apply to future assignments.

Article 4. Information

1. The Customer will provide TWOFIFTYK in a timely manner with all information, documentation and contacts required for proper performance of the assignment.

Article 5. Performance of the agreement

1. TWOFIFTYK will endeavor to carry out the assignment with due care and to the best of its understanding and ability, in observance of the interest and wishes of the Customer.
2. The Customer is obliged to do everything reasonably necessary or beneficial to enabling TWOFIFTYK to perform the agreement on time and correctly.
3. The Customer warrants that at the location where the services of TWOFIFTYK are required, there will be a suitable stage including the required earthed electricity supply, and providing enough room for the placement of all the equipment, devices, light, video and sound systems, instruments, etc. required for the performance of the assignment and on which the assignment can be performed without risk of damage and power failures. The Customer warrants that the podium and earthed electricity supply will, in the event of open-air performances, be suitably screened and covered so that weather conditions (including unexpected weather conditions) cannot cause damage to the devices, equipment and other property used by TWOFIFTYK.
4. If sound, light and/or video facilities provided by the Customer do not comply with the set requirements, TWOFIFTYK is authorized to decline to perform the assignment. In such cases, the Customer remains obliged to pay the agreed amount in full to TWOFIFTYK.
5. The Customer is liable for the consequences of equipment damage resulting from the consequences of power failures before, during or after the event or performance, as well as for damage to and/or loss of or damage caused by the audience to equipment used by TWOFIFTYK in order to be able to carry out the assignment, during the performance itself and after the end of the performance;



6. Unless explicitly agreed otherwise, the performance of tests, the application for permits and the assessment of whether instructions of the Customer are in compliance with legal or quality standards is not part of TWOFIFTYK's assignment.
7. If the result is tested by TWOFIFTYK, this is at the expense and risk of the Customer and TWOFIFTYK conducts this testing as an authorized agent of the Customer.
8. The Customer warrants that it holds all permits required for the purposes of the performance of the assignment. If due to lack of proper permit the dance or other performance, concert, festivity and/or event cannot take place, the Customer remains obliged to pay the agreed amount in full to TWOFIFTYK.
9. The Customer may cancel an agreement it has entered into but remains obliged to pay the agreed amount even in the event of extraordinary circumstances such as inclement weather.

Article 6. Engaging third parties

1. TWOFIFTYK will be entitled to have certain activities performed by third parties. In such cases TWOFIFTYK will act as authorized agent for the Customer, at the Customer's expense and risk. Even if there is no consultation between TWOFIFTYK and the Customer, and TWOFIFTYK considers the engagement of third parties necessary for the performance of the assignment, TWOFIFTYK acts at the expense and risk of the Customer.
2. If in the context of the assignment work is performed by TWOFIFTYK or third parties engaged by TWOFIFTYK at the Customer's location or a location designated by the Customer, the Customer will provide any reasonable facilities desired by the employees of the user or the third parties free of charge.
3. TWOFIFTYK rejects all liability for the work performed by third parties in the context of the performance of the assignment for the Customer. Even in the event that in the performance of the assignment TWOFIFTYK procures goods and services at the Customer's expense and risk, TWOFIFTYK rejects all liability for any damages caused by the goods and services in question.

Article 7. Change orders

1. TWOFIFTYK is entitled to charge the Customer for the costs of changes in the agreement and/or additional work.
2. If changes arise in the performance of the assignment as a result of actions of the Customer, TWOFIFTYK will implement the changes deemed necessary in consultation with the Customer. If this leads to additional work, this will be charged to the Customer separately as an additional assignment.
3. The Customer must, however, issue change orders within a reasonable term, unless otherwise agreed. TWOFIFTYK may refuse change orders after a reasonable term if it is of the opinion that carrying out the change order would compromise the quality of the result.
4. In departure from paragraphs 1 and 2 above, TWOFIFTYK cannot invoice additional costs if the change or addition to the assignment is the result of circumstances attributable to TWOFIFTYK.



Article 8. Contract duration and periods of performance

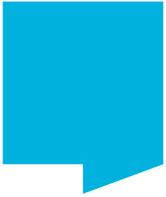
1. The assignment between TWOFIFTYK and the Customer is entered into on a permanent basis unless dictated otherwise by the nature and content of the assignment. The term indicated by TWOFIFTYK for the completion of the assignment is indicative in nature, unless dictated otherwise by the nature and content of the assignment.

Article 9. Payment conditions

1. The Customer must pay the invoices in full to TWOFIFTYK within 7 days after the invoice date, and is not entitled to any offsetting unless otherwise agreed between the Customer and TWOFIFTYK. Objections to the amounts stated in invoices will not suspend the payment obligation.
2. In the event of late payment, the Customer is in default upon which TWOFIFTYK is entitled to calculate statutory interest. The interest on the exigible amount will be calculated as from the moment that the Customer is in default up to the moment of payment of the full amount, with a portion of a month being deemed to be a full month.
3. Additionally, the Customer owes to TWOFIFTYK all costs incurred as a result of the late payment, including administration costs, costs of litigation, and judicial and extrajudicial costs including the cost of legal support, court bailiffs and collection agencies. The extrajudicial costs will be set at a minimum of either 10% of the amount of invoice or €250, whichever is higher.
4. Payments made by the Customer will first be used to settle any outstanding interest and costs, and subsequently to settle the longest outstanding invoices.
5. In the event of an assignment issued jointly, all Customers are jointly and severally liable for the payment of the invoice amount, interest and costs.
6. The Customer is not entitled to make payments directly to the third parties engaged by TWOFIFTYK without the consent of TWOFIFTYK. If and insofar as direct payments are made, these payments do not under any circumstances grant the Customer legal acquittance with regard to TWOFIFTYK.

Article 10. Investigation, claims and complaints

1. The Customer must report any complaints about work performed to TWOFIFTYK in writing within three weeks following completion of the work in question. The notice of complaint must specify the defect in as much detail as possible, to enable TWOFIFTYK to respond adequately.
2. Should a complaint be well-founded, TWOFIFTYK shall carry out the work as agreed unless this has since become demonstrably pointless for the client. The Customer must state so in a written notification.
3. If still performing the agreed work is no longer possible or the Customer has become pointless, TWOFIFTYK will only be liable within the limits of Article 13.



Article 11. Cancellation

1. Either party may terminate the agreement at any time.
2. Premature termination by customer must be confirmed in writing to TWOFIFTYK. The notice of termination shall state the reasons for termination.
3. In the event of premature termination by customer, TWOFIFTYK is entitled to compensation of all costs incurred, including costs for third parties engaged by TWOFIFTYK.
4. Customer indemnifies TWOFIFTYK against all claims of third parties regarding their rights following the termination.

Article 12. Suspension and termination

1. TWOFIFTYK will be entitled to suspend the performance of its obligations or to rescind the assignment in the event that:
 - the Customer fails to perform its obligations under the assignment or fails to perform in full;
 - after contracting the assignment, TWOFIFTYK becomes aware of circumstances that give TWOFIFTYK good reason to fear that the Customer will not perform its obligations. In the event that there are good grounds to fear that the Customer will only perform its obligations in part or will not perform them properly, suspension will be permitted only to the extent justified by the relevant failure; and
 - upon contracting the assignment, the Customer was requested to provide security for the performance of its obligations under the assignment and this security is not the provided or is insufficient.
2. In addition, TWOFIFTYK will be entitled to rescind the agreement if circumstances arise of such a nature that performance of the assignment is impossible or can no longer be required pursuant to standards of reasonableness and fairness, or if any other circumstances arise of such a nature that continued unamended maintenance of the assignment can no longer reasonably be expected.
3. If the assignment is rescinded, TWOFIFTYK's claims against the Customer become immediately due and payable. If TWOFIFTYK suspends performance of its obligations, it will retain its claims under the law and the agreement.
4. TWOFIFTYK will at all times retain the right to claim damages.

Article 13. Liability

1. Every assignment accepted by TWOFIFTYK is undertaken on the basis of a best effort obligation. Under no circumstances can TWOFIFTYK be held liable for results not achieved. TWOFIFTYK is only liable for shortcomings in the performance of the assignment that are the result of recklessness and lack of expertise in the giving of advice and the performance of assignments.



2. TWOFIFTYK is not liable for:
 - a. errors or defects in the material provided by the Customer;
 - b. misunderstandings, errors or defects in regard to the performance of the agreement where these arise from or are caused by actions of the Customer, such as failure to deliver or late delivery of complete, sound and clear data/materials;
 - c. errors or defects by third parties engaged by or on behalf of the Customer;
 - d. defects in quotations of vendors or exceeding price indications of vendors;
 - e. errors or defects in the design or content where approved by the Customer or where the Customer has been given the opportunity to conduct an inspection and declined to do so; and
 - f. errors or defects in the design or content where the Customer has declined to (itself or through a third party) produce a given model or prototype or conduct a given test, and the errors would have been revealed by such a model, prototype or test.
3. TWOFIFTYK is exclusively liable for the direct damages attributable to TWOFIFTYK. Direct damages are specifically defined as:
 - a. the reasonable costs incurred in assessing the cause and scope of the damage, insofar as such assessment relates to damage within the meaning of these conditions;
 - b. any costs reasonably necessary for making the defective performance of TWOFIFTYK comply with the agreement; and
 - c. reasonable costs incurred to prevent or limit damages, insofar as the Customer demonstrates that such costs have resulted in the limitation of direct damages as referred to in these General Terms and Conditions.

Liability of TWOFIFTYK for all damages other than the damages listed above, such as indirect damages (including consequential loss), loss of profit, corrupted or destroyed data or materials, damages due to business stoppage, etc., is rejected.

4. If TWOFIFTYK is held liable for damages under an agreement or wrongful act committed against the Customer, the liability is limited to the amount of the invoice pertaining to the performed portion of the assignment minus the costs incurred by TWOFIFTYK for the engagement of third parties, with the proviso that this amount will not exceed €45,000 and will in any event be limited to a maximum of the amount that the insurer pays to TWOFIFTYK in the specific instance, excepting in cases of intent or gross negligence on the part of TWOFIFTYK.
5. In departure from what is stipulated in paragraph 4 of this article, in the case of an assignment with a duration exceeding six months, the liability will be additionally restricted to the fees owed for the last six months.
6. Under no circumstances can the Customer claim compensation and damages caused by loss of income (occurring in any way whatsoever) or indirect damages and consequential loss.
7. The Customer may invoke a failing in the performance of the assignment if this is notified to the contractor in writing within three weeks after the completion of the assignment.
8. All liability expires after the lapse of one year from the moment that the assignment is completed.



Article 14: Representations and warranties

1. TWOFIFTYK warrants that the deliverables are designed by or for TWOFIFTYK and that if they are protected by any copyright, TWOFIFTYK qualifies as creator within the definition of the Copyright Act and can dispose of the work as copyright holder.
2. The Customer indemnifies TWOFIFTYK or the third party is engaged by TWOFIFTYK in the assignment against all claims of third parties relating to intellectual property rights to materials or data issued by the Customer used during the performance of the assignment.
3. If the Customer provides TWOFIFTYK with data carriers, electronic files, software, etc., the Customer warrants that these items are free of viruses and defects.

Article 15. Transfer of risk

1. The risk of loss or damage to the items that are the subject of the assignment will pass to the Customer at the time at which these items are legally and/or actually delivered to the Customer and therefore come under the control of the Customer or are placed under the control of a third party to be designated by the Customer.

Article 16. Force Majeure

1. The parties will not be obliged to fulfil any obligation if they are prevented from doing so due to a circumstance that cannot be attributed to their fault, nor be for their account pursuant to the law, a juristic act or generally prevailing opinion.
2. In these General Terms and Conditions, the term force majeure will be taken to mean—in addition to its definition in statutory and case law – all external causes, foreseen or unforeseen, which TWOFIFTYK cannot influence, but as a result of which TWOFIFTYK is unable to perform its obligations. This will include strikes at TWOFIFTYK's company and government measures.
3. TWOFIFTYK will have the right to invoke force majeure if the circumstance preventing fulfilment, or further fulfilment, arises after TWOFIFTYK should have fulfilled its obligations.
4. During the period that force majeure continues, the parties may suspend the obligations under the assignment. If this period continues for more than two months, either party will be entitled to rescind the assignment without being obliged to pay damages to the other party.
5. To the extent that TWOFIFTYK has partly performed its obligations ensuing from the assignment or will be able to do so at the time that the force majeure occurs, and an independent value may be ascribed to this portion already performed or to be performed, TWOFIFTYK will be entitled to invoice the portion in question separately. The Customer will be obliged to settle this invoice as if it was a separate assignment.

Article 17. Confidentiality

1. Each party is obliged to observe confidentiality in regard to all confidential information obtained from the other party or any other source in the context of the assignment. Information will be considered confidential if the other party states that it is or if such follows from the nature of the information.



2. If on the basis of a statutory provision or a court ruling TWOFIFTYK is obliged to issue confidential information to a third party designated by law or the competent court, and in the case in question TWOFIFTYK cannot invoke an exception under the law or a right of exception recognized or granted by the competent court, TWOFIFTYK will not be obliged to pay damages or compensation and the other party will not be entitled to rescind the agreement on the basis of any resulting damages.

Article 18. Intellectual property and copyrights

1. Without prejudice to the provisions of these General Terms and Conditions, TWOFIFTYK reserves the rights and powers vested in it pursuant to the Dutch Copyright Act. [Auteurswet].
2. Unless explicitly agreed otherwise, models, methods and tools developed and/or applied by TWOFIFTYK for the performance of the assignment are and remain the property of TWOFIFTYK, as do all recommendations, assignments, designs, sketches, blueprints, software, illustrations, prototypes, mockups, e-mails, contents, videos, films and other materials or electronic or physical files created by TWOFIFTYK within the context of the assignment, regardless of whether these were provided to the Customer or to third parties. Publication or other forms of disclosure of any of the foregoing are only permitted after obtaining the written consent of and after proper consultation with TWOFIFTYK.
3. TWOFIFTYK is at all times authorized to have its name indicated on or at the work, or to have any such name indication removed. The Customer is not permitted to disclose, distribute or duplicate the work of TWOFIFTYK without prior permission.
4. After completion of the assignment neither the Customer nor TWOFIFTYK have any obligation towards each other with respect to retention of the materials and data used. TWOFIFTYK will retain the right to use any knowledge acquired pursuant to the performance of the work for other purposes, to the extent that this does not involve disclosing any confidential information to third parties.
5. For all violations of copyrights and other intellectual property rights of TWOFIFTYK committed by, on behalf of, or via the Customer and/or its representatives, under this agreement a penalty will be incurred in proportion to the violation committed, with a minimum of €10,000 per violation, and without prejudice to TWOFIFTYK's right to seek compensation for damages actually suffered.

Article 19. Use and License

1. If the Customer completely fulfils its obligations under the agreement with TWOFIFTYK, it acquires an exclusive license for the use of the object, concept or content insofar as pertaining to the right of disclosure and duplication in accordance with the intended use agreed with the assignment. If no arrangements on the intended use have been made, then the granting of the license remains restricted to that use of the object, concept or content established as at the moment of issuing the assignment. Such intentions must be demonstrably notified to TWOFIFTYK prior to entering into the agreement.



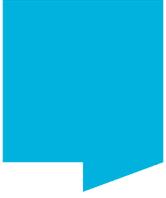
2. Without the consent of TWOFIFTYK in writing, the Customer is not authorized to use the design, concept or content in a manner broader or other than as agreed. In the event of broader or other use not agreed between the parties, including alteration, corruption or diminishment of the provisional or definitive design, concept or content, TWOFIFTYK is entitled to compensation on the basis of infringement of its rights in an amount of at least three times the agreed fee, or at least a compensation proportional in terms of reasonableness and fairness to the infringement committed, this without prejudice to TWOFIFTYK's right to seek compensation for damages actually suffered.
3. The Customer is not/no longer permitted to use the results made available, and every license extended to the Customer in the context of the assignment expires:
 - a. as from the moment that the Customer fails to fulfil its payment obligations or other obligations under the agreement, or fails to do so in full, or is otherwise in default, excepting where the Customer's failing is of minor significance in consideration of the entire assignment; and
 - b. if the assignment is prematurely terminated for any reason whatsoever, unless the consequences of this termination would be in violation of the principles of reasonableness and fairness.
4. TWOFIFTYK is free to use the design for its own publicity or promotion in observance of the interests of the Customer.

Article 20: Transfer of copyright and license.

1. The transfer of copyright and intellectual property rights, as well as any extension of a license to a work of TWOFIFTYK, will be effected by means of private instrument. This private instrument will explicitly comprise the modality and conditions of the transfer of license.
2. The private instrument is only valid with the explicit consent of both parties. Signing is qualified as explicit consent.
3. Transfer of copyright or granting of use for a specific purpose can also be effected by means of private instrument in electronic form, as long as this is explicitly accepted by both parties.

Article 21. Applicable law and disputes

1. All agreements between the Customer and TWOFIFTYK will be governed by Dutch law, even if an obligation is fulfilled in whole or in part outside the Netherlands or if the Customer has its place of establishment abroad. The applicability of the Vienna Sales Convention is excluded.
2. The court in the place where TWOFIFTYK has its registered office will have exclusive jurisdiction over disputes unless the law mandates otherwise. Nevertheless, TWOFIFTYK will be entitled to submit the dispute to the competent court in accordance with law.
3. The parties will resort to the courts only after they have made every effort to solve the dispute amicably.



Article 22. Changes

1. These General Terms and Conditions have been filed with the Chamber of Commerce for Brabant in Eindhoven.
2. TWOFIFTYK reserves the right to amend these terms and conditions with retroactive effect without notice. In all cases, the most recently filed version or the version that applied at the moment of contracting the agreement applies.
3. The Dutch text of the general terms and conditions is always decisive for the interpretation of the general terms and conditions.