



GENERAL TERMS AND CONDITIONS

Article 1. General

In these general terms and conditions, the following terms are defined as stated below:

1. Contractor: EYESUPPLY BV, trading under the name EYESUPPLY, having its registered office at Achtseweg Zuid 171 – TAE Building, 5651 GW Eindhoven, registered with the Brabant Chamber of Commerce under number 56409761, legally represented in this matter by Mr. Sander Reneman, Mr. Carlo Ruijgers and Mr. Kevin Walenciak.
2. Client: any natural person or legal entity that has issued an assignment to EYESUPPLY for the performance of activities or the provision of services.
3. Activities: all actions, deliveries, work and services of EYESUPPLY, as specified in an offer, carried out by or on the instructions of EYESUPPLY for the benefit of the client.
4. Agreement: any agreement between EYESUPPLY and the client in connection with the activities and services of EYESUPPLY.

Article 2. Applicability

1. These general terms and conditions are applicable to all legal relationships and agreements with EYESUPPLY. The applicability of purchasing or other conditions of the client is explicitly excluded, unless EYESUPPLY has explicitly agreed to these in writing.
2. The client can only invoke conditions deviating from these general terms and conditions if these have been expressly accepted by EYESUPPLY in writing.
3. No rights can be derived from the deviations stated in paragraph 2 in connection with any agreements entered into at a later time.
4. Agreements with EYESUPPLY, amendments and/or additions to these agreements are only binding upon EYESUPPLY after and insofar as EYESUPPLY has accepted and confirmed these in writing.
5. These general terms and conditions are also applicable to all agreements with EYESUPPLY whose implementation requires the engagement of third parties.
6. If one or more provisions of these general terms and conditions are invalid, or should be declared invalid, the other provisions remain fully applicable. EYESUPPLY and the client will then enter into consultations to agree on new provisions to replace the invalid or invalidated provisions, whereby if and insofar as possible the aim and the scope of the original provision will be adhered to.
7. These general terms and conditions have been filed at the [Chamber of Commerce](#).

Article 3. Quotations

1. Quotations are without obligation and are valid for 30 days, unless stated otherwise.
2. A quotation is only binding if it is confirmed by the other party in writing within 30 days, unless explicitly stated otherwise.
3. Price quotations can be increased as a result of a change in the planning and performance of the activities.
4. If any increase of price-determining factors occurs before the delivery or implementation of the agreement – also if this takes place as a consequence of foreseen or unforeseen circumstances – EYESUPPLY is entitled to either charge a corresponding increase to the client or to terminate the agreement, insofar as it has not been implemented, without a notice of default being required and without the client being entitled to compensation.

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5. The prices in quotations are exclusive of VAT and government levies. Direct out-of-pocket expenses, including shipment costs and administrative costs, will be charged to the client separately.
6. An acceptance is not binding upon EYESUPPLY if this deviates from the offer stated in the quotation. The assignment does not then come about in accordance with this deviating acceptance, unless and insofar as EYESUPPLY expressly gives its consent to this in writing.
7. If the client omits to accept or confirm the quotation in writing, but nevertheless consents that EYESUPPLY should commence with the implementation of the assignment, then the content of the quotation will be deemed to have been agreed.
8. A composite quotation does not oblige EYESUPPLY to carry out a part of the assignment for a corresponding part of the stated price.
9. Quotations do not automatically apply to future assignments.

Article 4. Information

1. The client will provide EYESUPPLY in good time with all information, documentation and contacts that are necessary for the correct implementation of the assignment.

Article 5. Implementation of the agreement

1. The client is obliged to do all that is reasonably necessary or desirable to enable timely and correct implementation of the assignment by EYESUPPLY.
2. The client guarantees that there will be a suitable stage at the location of the dance event or other performance, event or festivity, including necessary earthed electricity supplies, on which there is sufficient space for the placement of all equipment, attributes, light, video and sound installations, instruments etc. needed for the implementation of the assignment, and where the assignment can be carried out without risk of damage or power failures. The client guarantees that in the case of an outdoor event the stage and earthed electricity supply is properly shielded and covered, in such a way that the weather conditions – including unexpected conditions – cannot cause any damage to the attributes, equipment and other items used by EYESUPPLY. The client guarantees in this regard that it has taken out insurance providing cover in all respects, and to provide an insurance certificate at the request of EYESUPPLY.
3. If sound, light and/or video equipment provided by the client do not comply with the stated requirements of EYESUPPLY, then EYESUPPLY is entitled to refuse the assignment. Where applicable the client continues to be obliged to pay the agreed amount to EYESUPPLY in full.
4. The client is liable for the consequences of damage to equipment arising through the consequences of malfunctions in the electricity supply before, during or after the dance event or other performance, concert, festivity and/or event, as well as for damage to, loss of or damage caused by the audience to equipment that is used by EYESUPPLY in order to be able to implement the assignment, prior to the implementation, during the implementation itself and after the implementation.
5. The performance of tests, the application for permits and the evaluation of whether the instructions of the client comply with legal or quality standards do not form a part of the assignment of EYESUPPLY.
6. If the result of the efforts, services or products to be delivered by EYESUPPLY for the client by reason of the agreement is tested by EYESUPPLY, this takes place at the risk and expense of the client, and in this respect EYESUPPLY acts as the authorized representative of the client insofar as this is necessary for the performance of the tests.
7. The client guarantees that it is in possession of all permits necessary in the context of the assignment. If the dance event or other performance, concert, festivity and/or event cannot go ahead due to the lack of the correct permit, where applicable the client continues to be obliged to pay the agreed amount to EYESUPPLY in full. If the



permit is not acquired due to the act or culpable omission of the client then the client must reimburse any consequential damage of EYESUPPLY.

8. The client can terminate an agreement entered into by it, but continues to be obliged to pay the payable amount as well as the additional costs for EYESUPPLY arising due to the termination, also in the event of special circumstances such as bad weather.

Article 6. Engagement of third parties

1. EYESUPPLY is entitled to have activities carried out by third parties. In this event EYESUPPLY acts as the authorized representative of the client at the client's expense and risk. Even if no consultation is held between EYESUPPLY and the client and the engagement of third parties is considered necessary by EYESUPPLY for the implementation of the assignment, EYESUPPLY acts at the expense and risk of the client.
2. If activities are carried out in the context of the assignment by EYESUPPLY or by third parties engaged by EYESUPPLY at the location of the client or a location specified by the client, the client will provide for the facilities reasonably wished by these employees free of charge.
3. EYESUPPLY excludes any liability for the activities that are carried out by third parties in the context of the implementation of the assignment for the client. Even if EYESUPPLY makes use of goods and services at the expense and risk of the client for the implementation of the assignment, EYESUPPLY excludes any liability for any damage caused to the goods or services concerned.

Article 7. Change of assignment and additional work

1. EYESUPPLY is entitled to charge the costs of changes in the agreement or additional work to the client.
2. In the event that interim changes occur in the implementation of the assignment because of action taken by the client, EYESUPPLY will make the necessary amendments in consultation with the client. If this leads to additional work, then this will be additionally charged to the client.
3. Instructions by the client to make changes must however be given within a reasonable period. EYESUPPLY may refuse instructions to make changes after a reasonable period if it is of the opinion that the quality of the result of its efforts under the terms of the agreement will be impaired because of this.

Article 8. Contract duration and implementation periods

1. The contract between EYESUPPLY and the client will be entered into for an indefinite period, unless the nature or content of the contract indicate otherwise. The period specified by EYESUPPLY for the completion of the assignment is indicative in nature. Exceedance of such a period therefore does not constitute an attributable shortcoming.

Article 9. Payment conditions

1. EYESUPPLY must receive the invoiced amount within 14 days of receipt of the invoice by the client, without any entitlement to setoff. Objections to the amounts stated in the invoices do not suspend the payment obligation. In the event that the amount stated in the invoice is disputed, the client must have notified EYESUPPLY of this in writing within 30 days of the invoice date, failing which the client can no longer appeal against this, at law or otherwise, at a later stage.



2. If the invoiced amount is not received by EYESUPPLY in good time, then the client is in default without further notice of default being required. In that case, and from the expiry date of the invoice in question, the outstanding invoice amount of EYESUPPLY will be increased, immediately and without prior notification, with the statutory commercial interest with the addition of 2% per month, administration costs of €100 and the extrajudicial collection costs of 10% over the total invoice amount, with a minimum of €250, plus the full costs of legal assistance and bailiffs' fees.
3. Payments made by the client are always applied first to settle any outstanding interest and costs, and subsequently to settle the longest outstanding invoices.
4. In the case of an assignment issued jointly, all clients are jointly and severally liable for the payment of the invoice amount, interest and costs.
5. The client is not authorized to make direct payments to the third parties engaged by EYESUPPLY without the consent of EYESUPPLY. If and insofar as direct payments are made, the client is under no circumstances released from its obligations towards EYESUPPLY.
6. EYESUPPLY is entitled to adjust the amount of its invoices as a consequence of currency exchange fluctuations, so that the payable amount, at a minimum, equates to the offered amount in euros. EYESUPPLY is not liable for currency exchange loss, nor can a fall of an exchange rate lead to a payable amount lower than the amount in the offer.
7. EYESUPPLY reserves the ownership and usage rights on materials, information, content and intellectual property made available to the client in the context of the assignment if the client has not paid the invoices of EYESUPPLY fully or in good time.

Article 10. Investigation, claims and complaints

1. Complaints concerning the activities carried out must be notified by the client to EYESUPPLY within three weeks at the latest of the completion of the activities in question. The notification in question must include as detailed a description of the shortcoming as possible, so that EYESUPPLY is able to respond adequately.

Article 11. Cancellation

1. Both parties are entitled to unilaterally terminate the agreement at any time.
2. Premature termination by the client must be confirmed in writing to EYESUPPLY, stating reasons.
3. In the event of premature termination by the client, EYESUPPLY is entitled to receive the invoiced amount, with the addition of all damage suffered and costs incurred by it, including the costs of engaged third parties.
4. The client indemnifies EYESUPPLY against all claims of third parties in connection with their rights in the context of the termination.

Article 12. Suspension and termination

1. EYESUPPLY is entitled to suspend compliance with its obligations without being liable to pay compensation if:
 - the client does not or does not fully comply with the obligations arising from the assignment;
 - after accepting the assignment EYESUPPLY becomes aware of circumstances that give EYESUPPLY good reason to fear that the client will not comply with its obligations. In the event that there are good grounds to fear that the client will only comply with its obligations in part, or will not comply with them properly, suspension is only permitted insofar as this is justified by the shortcoming;
 - on the acceptance of the assignment the client has been requested to provide assurance for compliance with its obligations arising from the agreement, and this assurance has not been provided, or is insufficient.



2. EYESUPPLY is entitled to terminate this agreement with immediate effect without further notice of default being required, or to wholly or partly cancel the agreement, in the event that the client:
 - falls short in one of its substantial obligations, and still does not rectify its shortcomings within two weeks after having been called upon to do so in writing, insofar as rectification is reasonably possible;
 - applies for a suspension of payment, makes arrangements for the benefit of creditors, is declared bankrupt or an application to this effect is not withdrawn within 15 working days of its submission;
 - executory attachment or garnishment is imposed upon the client, or an account preservation order imposed upon the client is not rescinded within 30 days of garnishment, or
 - is disbanded, loses control of its activities, ends or substantially reduces its activities or adopts a resolution for dissolution, termination or liquidation.If a situation as described above is impending, then the client must inform EYESUPPLY of this immediately in writing.
3. If the assignment is terminated the claims of EYESUPPLY upon the client are immediately due and payable. If EYESUPPLY suspends compliance with the obligations, it retains its claims under the law and the agreement.
4. EYESUPPLY always retains the right to claim compensation.

Article 13. Liability

1. A best effort obligation applies to every assignment accepted by EYESUPPLY. EYESUPPLY can never be held liable for results not achieved. EYESUPPLY is only liable for shortcomings in the implementation of the assignment that are the consequence of recklessness and lack of expertise in the giving of advice and the implementation of assignments.
2. EYESUPPLY is not liable for:
 - a. faults or deficiencies in the material provided by the client;
 - b. misunderstandings, errors or deficiencies in respect of the implementation of the agreement where these arise from or are caused by actions of the client, such as late delivery of or failure to deliver complete, sound and clear information or materials;
 - c. errors or shortcomings of third parties engaged by or on behalf of the client;
 - d. defects in quotations of suppliers or exceedances of price quotations of suppliers;
 - e. faults or deficiencies in the design or content, if the client has given its approval or has been given the opportunity to carry out an inspection and has not made use of this opportunity;
 - f. faults or deficiencies in the design or content, if the client has not had a particular model or prototype produced or a particular test performed, and these faults would have been revealed by such a model, prototype or test.
3. EYESUPPLY is exclusively liable for direct damage attributable to EYESUPPLY. Direct damage will only include:
 - a. the reasonable costs incurred in establishing the cause and extent of the damage, insofar as this establishment relates to damage within the meaning of these conditions;
 - b. any costs reasonably necessary for bringing the defective performance of EYESUPPLY into compliance with the agreement;
 - c. reasonable costs incurred to prevent or limit damage, insofar as the client demonstrates that these costs have led to the limitation of direct damage as referred to in these general terms and conditions. Liability of EYESUPPLY for all damage other than that listed above, such as indirect damage (including consequential damage), lost profit, corrupted or destroyed data or materials or damage due to business interruption is excluded.
4. In the event that EYESUPPLY is held liable for damage under the terms of an agreement or an unlawful act committed against the client, the total liability is limited to the invoice amount in respect of the part of the assignment that has been implemented, minus the costs incurred by EYESUPPLY for the engagement of third parties, subject to the proviso that this amount will not be greater than €45,000, and is in any event limited to a maximum of the amount that the insurer pays out to EYESUPPLY in the case in question.
5. Further information on the content of the policy conditions will be provided on request.



6. The liability of EYESUPPLY for damage that is the consequence of willful misconduct or gross negligence on the part of EYESUPPLY is not excluded.
7. Any legal claim for reimbursement of damage under the terms of the agreement entered into between the parties ceases to apply if this is notified to EYESUPPLY in writing, stating reasons, within three weeks of the completion of the assignment, and subsequently within six months of the time of it having come about if within this period a summons is issued in which the claim in question is enforced;
8. The client can invoke a shortcoming in the implementation of the assignment if this is made known by the client three weeks at the latest after the completion of the assignment.
9. Any liability ceases to apply after one year from the time that the assignment is completed.

Article 14. Guarantees and indemnifications

1. The purpose of the guarantees given by the client is to bring about an allocation of risks between the parties such that the consequences of an infringement of a guarantee are always at the expense and risk of the client, and that in the event of an infringement of a guarantee the client cannot invoke article 6:75 of the Dutch Civil Code and/or force majeure. This also applies if the infringement was or should have been known to the client.
2. The client indemnifies EYESUPPLY in respect of damage that EYESUPPLY suffers as a consequence of claims of third parties as a result of or associated with the implementation of the assignment by EYESUPPLY, unless this damage is the consequence of gross negligence or willful misconduct on the part of EYESUPPLY.
3. If the client provides EYESUPPLY with data carriers, electronic files or software, etc. then the client guarantees that these data carriers, electronic files or software are free of viruses and defects.

Article 15. Transfer of risk

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

Article 16. Force majeure

1. The parties are not obliged to comply with any obligation if they are impeded in this respect as the result of a circumstance that cannot be attributed to their fault, nor be for their account pursuant to the law, a legal act or generally prevailing opinions.
2. In addition to the provisions of article 6:75 of the Dutch Civil Code, a shortcoming of EYESUPPLY in its compliance with an obligation towards the client cannot be attributed to EYESUPPLY in the case of a circumstance independent of the will of EYESUPPLY because of which compliance with its obligations towards the client is impeded or compliance cannot or can no longer be reasonably required. These circumstances may include, for example, non-performance of third parties, transport restrictions, measures against the coronavirus, power failures, computer viruses, hostage-taking, armed conflicts, insurgencies, illness and incapacity for work, demonstrations and strikes.
3. EYESUPPLY is also entitled to invoke force majeure if the circumstance that impedes compliance, or further compliance, arises after EYESUPPLY should have complied with its obligations.
4. The parties can suspend the obligations arising from the assignment during the period in which the force majeure continues. If this period lasts for longer than two months, each of the parties is entitled to terminate the assignment, without any obligation to reimburse damage to the other party, even if EYESUPPLY enjoys any benefit as a result of the situation of force majeure.



5. Insofar as EYESUPPLY has partly complied with its obligations arising from the assignment, or will be able to do so, at the time of the occurrence of force majeure, and an independent value may be ascribed to the part already performed or to be performed, EYESUPPLY is entitled to invoice the part in question separately. The client is obliged to pay this invoice as if it were a separate assignment..

Article 17. Confidentiality

1. Both parties are obliged to observe confidentiality in respect of all confidential information that they have obtained from the other party or from another source in the context of the assignment. Information applies as confidential if this is stated by the other party or if this arises from the nature of the information.
2. If in pursuance of a legal provision or a judicial ruling EYESUPPLY is obliged to provide confidential information to a third party designated by the law or by the court of competent jurisdiction, and in the case in question EYESUPPLY cannot invoke a right to refuse to give evidence recognized or permitted by the competent court, then EYESUPPLY is not obliged to pay any reimbursement or compensation and the other party is not entitled to terminate the agreement on the basis of any resulting damage.

Article 18. Intellectual property rights

1. Without prejudice to the other provisions of these general terms and conditions, EYESUPPLY reserves the rights and powers accruing to it in pursuance of the Copyright Act.
2. Models, methods and devices that are developed and/or applied by EYESUPPLY for the implementation of the assignment are and remain the property of EYESUPPLY, as do all recommendations, assignments, designs, sketches, drawings, software, illustrations, prototypes, maquettes, emails, content, videos, films and other materials or electronic or physical files created by EYESUPPLY in the context of the assignment, regardless of whether these were provided to the client or to third parties. Publication or other forms of disclosure of these items are only permitted after the written consent of EYESUPPLY is obtained and in mutual consultation with EYESUPPLY.
3. EYESUPPLY is at all times authorized to have its name stated on or at the work, or to have this removed. The client is not permitted to disclose or duplicate the work of EYESUPPLY without prior permission.
4. After the completion of the assignment neither the client nor EYESUPPLY has a retention obligation towards each other in connection with the materials and information used. EYESUPPLY reserves the right to use knowledge acquired through the performance of the activities for other purposes, insofar as no confidential information is hereby disclosed to third parties.
5. If the client infringes the confidentiality provisions it will forfeit to EYESUPPLY an immediately due and payable penalty of €10,000 for every infringement plus €1,000 for every day that this infringement continues, regardless of whether the infringement can be attributed to the client and without a prior notice of default or proceedings being required, without damage having been deemed to have occurred and without prejudice to the other rights of EYESUPPLY, including the right to claim compensation in addition to the penalty.

Article 19. Use and license

1. If the client has fully complied with its obligations in pursuance of the agreement with EYESUPPLY, it acquires an exclusive license for the use of the design, concept or content insofar as this concerns the right of disclosure and duplication in accordance with the intended use agreed in connection with the assignment. If no agreements have been made on the intended use, then the issue of the license remains restricted to that use of the design,



concept or content for which established intentions existed at the time of the assignment having been issued. These intentions must have been demonstrably notified to EYESUPPLY before the agreement was entered into.

2. EYESUPPLY is free to use the design for its own publicity or promotion, taking due regard of the interests of the client.

Article 20. Transfer of copyright and license

1. The transfer of copyright and intellectual property rights, as well as the granting of licenses on a work of EYESUPPLY, will take place by means of private instrument. This private instrument explicitly includes the modality and conditions of the transfer of license.
2. The private instrument is only valid provided that this has the explicit consent of both parties. Signature applies as explicit consent.
3. The transfer of the copyright or the granting of the use for a particular purpose can also be carried out by means of private instruments in electronic form, provided that this has the explicit consent of both parties.

Article 21. Applicable law and disputes

1. All legal relationships between the client and EYESUPPLY are exclusively governed by the laws of the Netherlands, even if a contract is wholly or partly executed outside the Netherlands or the client is domiciled there. The applicability of the Vienna Sales Convention is excluded.
2. The court in the place where EYESUPPLY has its registered office has the sole jurisdiction to hear disputes, unless imperatively prescribed otherwise by law. EYESUPPLY is nevertheless entitled to submit the dispute to the competent court according to the law.
3. The parties will resort to the courts only after they have made every effort to resolve a dispute in mutual consultation.

Article 22. Amendments

1. The most recently filed version, or the version that applied at the time of the agreement having come about, is always applicable.
2. The Dutch text of the general terms and conditions is always determinative for their interpretation.