

### **Article 1 -Definition**

*Fourmation Entertainment B.V.:* The user of the current conditions and all in any way related companies and organizations to Fourmation Entertainment B.V.

*Counterparty:* The party which Fourmation Entertainment B.V. contracts, including whoever who is in negotiation with Fourmation Entertainment BV.

### **Article 2 – Applicability and validity**

**2.1** These general conditions are applicable to all contracts in which Fourmation Entertainment operates as the contractor, employer, buyer or vendor.

**2.2** Deviations and additions to the created contract or these general conditions are valid if these are explicitly and in written confirmed by Fourmation Entertainment.

Potential general conditions from the counterparty will not be accepted by Fourmation Entertainment and are inapplicable.

**2.3** If one or more articles of these general conditions at any moment, partly or as a whole, turn out to be void or invalid, then the remaining articles in these general conditions will remain applicable and valid in full.

**2.4** If the general conditions and the mutual contract contain contradictory clauses, the contract will take precedence.

### **Article 3 – Establishment of contracts**

**3.1** Fourmation Entertainment is first committed, when the contract is confirmed explicitly and in written, or if Fourmation Entertainment executes this.

### **Article 4 - Prices**

**4.1** The prices are in euros, excluding turnover tax, unless stated otherwise.

**4.2** Fourmation Entertainment is justified to pass on increases in prices from cost determining factors, after the establishment of the contract, to the counterparty.

### **Article 5 - Execution**

**5.1** The counterparty shall inform, without delay,

Fourmation Entertainment concerning facts and circumstances relevant for the execution of the contract.

**5.2** The counterparty shall, without delay, provide all for the execution of the contract required information and material, including information media or carriers, to Fourmation Entertainment and will ensure that this information is in compliance with the by Fourmation Entertainment provided specifications.

**5.3** Fourmation Entertainment is justified to involve third parties for the right execution of the contract, whom will be in the name of Fourmation Entertainment though on the account of the counterparty.

### **Article 6 - Payment**

**6.1** Payment shall be carried out within 14 days after the date of invoicing in the by Fourmation Entertainment given method.

**6.2** If payment is not done within the in article 6.1 mentioned period of payment, the counterparty will immediately and without letter of formal notice in default, be liable towards Fourmation Entertainment for an extra 1,5% of the amount of the invoice per month starting from the date of default until the moment the moment of the payment in full.

**6.3** Payment shall take place without any offsetting or postponement in any way.

**6.4** Fourmation Entertainment is justified, prior to the delivery of her services or matters or before continuing, to require guarantee of the counterparty regarding the fulfilment of the payment obligation.

**6.5** The total of the remainder of the payment is directly claimable when the counterparty asks for a declaration of suspension of payment or accepts bankruptcy, assets are confiscated, in case the counterparty is under (special) administration, the counterparty passes away or his/her company is suspended, stopped or liquidated, or dissolved and also in case the counterparty is past-due with payment.

**6.6** The by the counterparty made payments will firstly fulfil the towards Fourmation Entertainment payable rent and costs. Subsequently there will be a settlement with the longest open standing invoices,

even when the counterparty stated that fulfilment refers to a later invoice.

**6.7** All recovery costs of the by the counterparty payable amount are for the counterparty. These costs will be laid down at 15% of the unpaid amounts with a minimum of €250,-.

#### **Article 7 – Retention of title**

**7.1** All delivered and the to be delivered goods and services will exclusively remain property of Fourmation Entertainment until all receivables that Fourmation Entertainment has received or will receive from the counterparty – under which at least the receivables stated in article 3:92, section 2 BW to interest and extrajudicial and judicial costs – are paid in full.

**7.2** As long as the property of the goods and services will not transfer to the counterparty, the counterparty is not allowed to pawn these or grant third parties any right, except with the standard execution within his/her company. The counterparty is obliged to maintain the goods and services which are delivered under retention of title with the necessary due diligence and as recognizable property of Fourmation Entertainment.

The counterparty will treat these goods with due care as a family man. Furthermore, the counterparty will insure these goods against all calamities and disasters based on the invoice value and will, at first request, provide Fourmation Entertainment with the name and address of the insurance companies and copies of the policies.

**7.3** If third parties confiscate the under retention of title delivered goods or want to establish or assert the rights on these, then the counterparty is obliged to immediately inform Fourmation Entertainment about it.

**7.4** Fourmation Entertainment is justified to repossess those goods under retention of title and still present at the counterparty, if the counterparty is in default of his/her obligation of payment or is experiencing difficulty with payment or is presumably is going to be.

The counterparty will at all times grant Fourmation Entertainment open access to his/her locations and areas and/or buildings to inspect the matters and/or execution of rights.

**7.5** Abovementioned terms leave the other to Fourmation Entertainment entitled rights unaffected.

#### **Article 8 – Delivery time**

**8.1** Specified delivery times will never be considered fatal terms, unless explicitly agreed differently. Fourmation Entertainment shall, at not-timely delivery, be set in default in written.

#### **Article 9 - Supremacy**

**9.1** Under supremacy we shall mean: every beyond the control of Fourmation Entertainment lying or for her reasonable not foreseen circumstance, which hinders the execution of the commitments in the contract of Fourmation Entertainment temporarily or permanent. Such circumstances are among other things: restrictive governmental measures, mobilization, war, threat of war, revolution, strike, confiscation, seizure, extraordinary weather conditions, lack of ways of transport, or partly or in full default of services from third parties which are to be received.

**9.2** In the case of supremacy Fourmation has the right to, without judicial interference, to suspend the execution of the agreement, or to directly consider the agreement dissolved, or to dissolve in such a way that Fourmation is not liable for or obliged to pay any compensation for the damage or otherwise, such as by choice of Fourmation Entertainment.

#### **Article 10 - Confidentiality**

**10.1** All information the parties provide each other, will be handled as confidential information and thus keep strictly classified for third parties.

Abovementioned information will solely be used with the intention and purpose it is was initially provided for.

**10.2** Among confidential information, among other things, we shall mean: company information, such as customer records, lists and commercial figures.

#### **Article 11 – Use of name**

**11.1** Fourmation Entertainment is justified to use the name of the counterparty and the subject of the with the counterparty created contract for own publicity and promotion, including mentioning this information on the website of Fourmation Entertainment.

## **Article 12 Intellectual property**

**12.1** All intellectual property in the context of the execution of the contract (such as not exhaustible, patent law, design right, copyright and database right) come down to Fourmation Entertainment.

Fourmation Entertainment is justified to (let) mention their name or remove it and use the work for own publicity or promotion. The counterparty requires authorization for every use of such right of Fourmation Entertainment.

**12.2** The counterparty will withhold themselves of any use of the by Fourmation Entertainment developed ideas and made available knowhow, which is not protected by a previously mentioned paragraph regarding intellectual property. The counterparty requires authorization of every use of such by Fourmation Entertainment developed ideas and the made available knowhow.

**12.3** If Fourmation Entertainment, for the settlement of intellectual property, must file a request, depot, registration or carry out any other procedure, then the counterparty will cooperate at first request.

**12.4** The counterparty guarantees that the use of her made available object and material will not infringe intellectual property of third parties and indemnifies Fourmation Entertainment from this for possible claims from third parties. Fourmation Entertainment is at such made available object and material not obliged to investigate the existence of intellectual property.

## **Article 13 Advertisements**

**13.1** The counterparty shall express complaints regarding delivered goods and services as soon as possible towards Fourmation Entertainment and in any case within 8 days after the delivery. The expression a complaint does not dismiss the counterparty from his/her payment obligation.

**13.2** To disregard the terms as presented in article 13.1 will has the consequence to presume the counterparty is in agreement with the delivered goods or services.

## **Article 14 Liability**

**14.1** The liability from Fourmation Entertainment is limited to all determined in these conditions.

**14.2** By the counterparty suffered damage as a

consequence of, shortcoming, unlawful act or by other means is Fourmation Entertainment solely liable if the damage is directly and only the consequence of serious negligence and/or intent by Fourmation Entertainment.

**14.3** As far as Fourmation Entertainment, on what grounds whatsoever, appears to be liable for any by the counterparty suffered damage, is this liability at all times limited to the value of the invoice of the by the parties involved agreed contract and, if the value of the invoice of this performance is higher, is the liability at all times limited to the value that the statutory liability insurance of Fourmation Entertainment would have paid.

**14.4** Fourmation Entertainment does not accept damage to (personal) property of the counterparty.

**14.5** The counterparty and her staff shall comply with the by Fourmation Entertainment gives safety instructions and norms. Consequences of the refusal of this compliance are for the counterparty in full. Fourmation Entertainment cannot be, in any way, held liable for those consequences.

**14.6** Fourmation Entertainment is in no case liable for damage emerged from exceeding term, nor for consequential damage or indirect damage, under which is understood loss of profit or missed savings. The right for a compensation expires after 12 months after the counterparty has been aware of, or reasonably could be aware of the damage and the counterparty has not filed a claim within the abovementioned term.

**14.7** The counterparty indemnifies Fourmation Entertainment for claims from third parties. The counterparty will never be able to hold staff of Fourmation Entertainment or by Fourmation Entertainment hired third parties liable.

## **Article 15 Suspension and termination**

**15.1** If before the time of delivery of the goods and service to the counterparty, the latter appears to be not creditworthy, whenever the counterparty does not, not decent or in time complies with the commitment towards Fourmation Entertainment, in case the counterparty is in state of bankruptcy or has filed a request to court for this, if the counterparty filed for administration or this has been issued, if the Law Natural Persons Debt Rescheduling is applicable or declared, if the company of the

counterparty is suspended or liquidated, in case of seizure of goods of the counterparty or the counterparty is put into special administration or under scrutiny, is Fourmation Entertainment justified to suspend all her commitments towards the counterpart or the contract with the counterparty, without any letter of formal notice or judicial interference and without being liable or obliged to pay a compensation, partly or in full dissolve, and if notwithstanding the other rights of Fourmation Entertainment in a similar case.

**Article 16 Warranty**

**16.1** Warranty is only granted by Fourmation Entertainment if this is explicitly agreed on in writing.

**Article 17 Explanation general conditions**

**17.1** In case of lack of clarity regarding the explanation of a paragraph of these general conditions, the explanations will be according to the original scope of the paragraph.

**17.2** These general conditions have been created in the Dutch language as well as in the English language. The Dutch text of the general conditions is always decisive for the explanation.

**Article 18 Disputes and applicable law**

**18.1** On all contracts only Dutch law is applicable.

**18.2** All disputes between parties will in first instance be presented to the Court of Amsterdam, located in Amsterdam, The Netherlands, notwithstanding the competence of Fourmation Entertainment to resolve the dispute through arbitrage or binding advice.