

GENERAL TERMS OF DELIVERY AND PAYMENT
SANDER RONDEN – INTERNATIONAL EVENT & ARTIST SERVICES
Registered in Valkenburg aan de Geul (the Netherlands)
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Article 1 – Definitions

The following definitions are mentioned in the general terms of delivery and payment:

A. Sander Ronden – International Event & Artist Services (hereafter **SR-IEAS**), registered in Valkenburg aan de Geul (The Netherlands);

B. The Principal, the person or company on whose behalf and/or for whose account event and/or artist services are supplied;

C. Artist, one (or more) professional(s) in the Arts and/or Entertainment business, who have a commitment towards SR-IEAS to provide a certain artistic service. Professionals can be arranged in the following categories:

(1) Artist, musician and/or performer who is getting paid to participate in a theatre performance and/or concert which is viewable for an audience or a registration with intend to publish,

(2) Those who are being paid to deliver direct technical or artistic assistance on behalf of the performance, concert and/or registration (crew),

(3) Those who have agreed to a specific fee to deliver a tangible work and/or service with an artistic value for a initiator of an instruction;

D. Secondary Supplier, those who are directly or indirectly committed to SR-IEAS to render services and the performance of work of whatever nature;

E. The Other Party, the principal, artist and/or secondary supplier;

F. Additional work, any alterations / supplements as an addition to, or as a consequence of, the agreement with the Principal, which results in surplus work or costs on behalf of SR-IEAS and/or its Secondary Supplier(s);

G. Rider, overview of special supplements (which are part of the agreement) concerning the nature of the service (agreed by contract). Timeschedule, venue details, catering needs, dressingroom, electricity and/or technical requirements concerning Sound & Light;

H. Net Fee, the wage of the Artist including wage taxes and employee insurance and (if applicable) to be multiplied by turnover tax;

I. The Assignment, (artistic) work and/or service of whatever nature;

J. Booking, confirming by contract one or more Artist(s) to complete the assignment.

Article 2 – Scope

2.1 These terms (and only these terms) of delivery and payment are applicable to all quotations, assignments, bookings and contracts, both in written and spoken word, issued by SR-IEAS. These include supplementary orders, sequel orders and new orders. In case of a discrepancy between the translations of these general terms and the Dutch text of these terms, the Dutch text shall prevail.

2.2 General conditions of the other party shall not apply. SR-IEAS shall not agree to the general conditions of the other party, except if and to the extent that their applicability has been expressly accepted by SR-IEAS in writing. The agreed deviations shall never apply to more than one assignment.

2.3 The Assignment also includes deliveries of separate items of material for rent or sale.

Article 3 – Quotations / Conclusion of agreements

3.1 Quotations remain valid for one month unless otherwise stated in the relevant quotation.

3.2 The agreement is drawn up as soon as SR-IEAS has received notice that the terms in the quotation have been accepted. The Other Party is obliged to return the signed agreement within seven (7) days.

3.3 In case SR-IEAS does not receive the signed agreement in return within seven (7) days, SR-IEAS has the right to cancel the agreement without becoming responsible for any possible costs a cancellation might produce. The Other Party will issue full payment of the Assignment to SR-IEAS nonetheless.

3.4 If reservations or alterations are inserted regarding the quotation when the acceptance papers are being drawn, contrary to the stipulations laid down in paragraph 3.1 the agreement will only then be established once SR-IEAS has conveyed to the Other Party that he agrees with the proposed amendments.

3.5 Additional Work agreed upon after concluding the agreement and its consequences for the quotation shall be confirmed in writing by SR-IEAS and signed for agreement by the Other Party. If the Other Party does not reply within one week of receiving the said written confirmation, he shall be deemed in agreement with this written confirmation.

Article 4 – Applicable conditions concerning the order

4.1 By Booking an event, artist(s) and/or services, the Principal declares to be fully aware of the contents and nature of the entertainment the Artist and/or Secondary Supplier(s) provide, as well as the content of the service(s).

4.2 The Artist and/or Secondary Supplier is obliged to arrive in due time to execute the Assignment, bringing with him the necessary equipment as stated in the quotation, unless SR-IEAS, The Principal and/or the Secondary Supplier(s) have expressly agreed to otherwise in writing.

4.3 The Principal is responsible for arranging all applicable permits based on local legislation, as well as the handing over of applicable intellectual property rights to the appropriate authorities unless expressly accepted otherwise by SR-IEAS in writing.

4.4 The making of pictures, sound- and/or video recordings of a performance is strictly prohibited unless expressly accepted otherwise by SR-IEAS and/or The Artist in writing.

4.5 The Principal guarantees that:

A. in case the performance is outdoors, the stage and the mixing-area are properly covered from wind and/or rain. The stage should be of predetermined dimensions and clear of all and any obstacles (cables, tentpoles etc). Furthermore the stage has to be of a sound and solid quality, accessible by means of a stair and a loading dock (covered as well). The route from the street up to the stage will be paved! Barriers will be placed to keep the audience along the whole width of the stage at least 1,5m from the stage;

B. in case the situation on location requires the presence of the Police, the Principal will arrange this whilst consulting SR-IEAS on every update of the situation. This does not exempt the Principal from his duties to control all situations during build-up, performance and/or load out;

C. the Artist will be able to cross the area between dressingroom and stage in a safe and undisturbed manner;

D. the Principal will arrange proper dressingroom facilities according to the Rider of the Artist. The dressingroom(s) will be clean, of adequate dimensions, lockable, heated and furnished with chairs, a table, mirror(s) and sanitary equipment such as a restroom and a washbasin;

E. in case the popularity of the Artist has dramatically increased between date of confirmation and date of performance, the Principal is obliged to make extra safety precautions. Otherwise SR-IEAS is entitled to cancel the Assignment without being held liable to compensation for any damages or costs of whatever nature whilst keeping full right to receiving payment of the Assignment and possible Additional Work;

F. in case the Artist uses specific Riders, the Principal will do the utmost to respect these Riders and to prepare and act accordingly. SR-IEAS will always forward the Rider(s) during negotiations prior to the acceptance of the agreement and SR-IEAS will inform the Principal in case any changes might occur to the Rider(s).

4.6 The Principal declares to be aware and ensures that:

A. the Artist and his entourage who have to be on location to execute the Assignment, are entitled to receive at least four (4) drinks free of charge per hour of their presence on location, unless stated otherwise in writing by SR-IEAS;

B. the Artist and his entourage who have to be on location to execute the Assignment, will receive a decent warm meal on location in case their presence on location takes more than four (4) hours, unless stated otherwise in writing by SR-IEAS.

4.7

A. In case the Artist can do a TV appearance/performance and/or Foreign Tour on the date of the Assignment, SR-IEAS has the right to postpone the performance to a different date without losing the right to full payment of the Assignment and without being held liable to compensation for any damages or costs of whatever nature;

B. In case the situation as mentioned in Article 4.7 (A) occurs, as well as in the case of sickness / Force Majeure of the confirmed Artist(s), SR-IEAS has the right to offer the Principal a replacement Artist of similar quality. Reasonable Additional Work will be chargeable to the Principal.

4.8 The Secondary Supplier guarantees an accurate and timely execution of its commitments towards SR-IEAS. This includes services as well as materials.

Article 5 – Intellectual property

The intellectual property rights on all concepts, ideas, (parts of) Assignments, designs, quotations, contracts and documentation which SR-IEAS will forward to the Principal, belong strictly to SR-IEAS. The Principal is not allowed the use these forementioned items or to disclose these items to any third parties without written permission from SR-IEAS.

Article 6 – Prices

6.1 The prices quoted by SR-IEAS shall be based on the cost factors applying at the time of conclusion of the quotation and/or agreement, such as exchange rates, wage and transport costs, insurance premiums, taxes, import duties and other government levies.

6.2 SR-IEAS shall reserve the right to alter prices, unless otherwise agreed in writing. In the event of price alterations the Other Party shall have the right to dissolve the agreement concluded by means of a written notice if there is a price increase of more than 10%. The dissolution must take place immediately after the Other Party has taken note of the price increase. If a price increase is a consequence of a statutory or other government measure, SR-IEAS shall have the right to pass the price increase on to the Other Party, even if it has been agreed that the price is fixed, without this leading to a right of dissolution for the Other Party.

6.3 All prices quoted by SR-IEAS shall, unless otherwise expressly agreed in writing, be exclusive of VAT.

Article 7 – Payment

7.1 Unless expressly agreed in writing, payment must be made at least fourteen (14) days prior to the date of the Assignment and/or within fourteen (14) days of invoice date in legal tender at the office of SR-IEAS or by transfer of the amount owing to the bank account of SR-IEAS.

7.2 On the expiry of fourteen (14) days after the invoice date, without payment in full having been made, the Other Party shall be in default; interest equal to the statutory interest applying in the mutual relationship between SR-IEAS and the Other Party shall be payable by The Other Party on the amount due and payable from the moment default commences.

7.3 In case the Principal fails to make payment(s) in time and/or acts contrary to this article, SR-IEAS has the right to cancel its obligations towards the Principal.

7.4 In case there is more than one (1) Principal, each individual Principal will be jointly and severally liable for full payment of the amount owing to SR-IEAS.

7.5 SR-IEAS is entitled to receive satisfactory certainty of payment from the Principal upon first request.

7.6 The Principal obliges himself towards SR-IEAS to never make direct payment to the Artist and/or Secondary Supplier(s) unless expressly agreed in writing by SR-IEAS.

Article 8 – Cancellation

8.1 In case of (partial) cancellation of the Booking by the Other Party, the Other Party is obliged to send a registered letter and email to SR-IEAS immediately.

8.2 In case the Principal cancels the Booking, the Principal is obliged to pay SR-IEAS the complete sum.

8.3 The Principal acknowledges his responsibility and safeguards SR-IEAS completely against all claims from any third party as a result of a (partial) cancellation.

Article 9 – Complaint deadlines

9.1 In case of unforeseen circumstances all parties involved need to notify each other immediately. Complaints of any nature concerning the execution of the Assignment by SR-IEAS need to be expressed immediately. Possible damages need to be kept to a minimum by all parties involved. Furthermore, complaints need to be clearly described and well motivated and are to be sent to SR-IEAS by registered letter and email within seven (7) days after the Assignment. The Other Party cannot lay claim to any complaints forwarded after seven (7) days.

9.2 SR-IEAS will consider the complete Assignment to be properly executed on behalf of the Other Party in case no complaints are forwarded as described in Article 9.1.

Article 10 – Liability

10.1 SR-IEAS is not liable for any (consequential) damages, regardless of their nature, unless the damage(s) is/are attributable to intent or deliberate recklessness of SR-IEAS or its management employees. In case SR-IEAS can be held liable by the Other Party, the liability shall be limited to the invoice value of the Assignment concerned.

10.2 SR-IEAS cannot be held liable by the Other Party for the loss of, theft of and/or damages to funds and/or property of the Other Party during the execution of the Assignment.

10.3 The Principal is liable for the loss of and/or damages to any items SR-IEAS and/or its Secondary Suppliers provide for the execution of the Assignment. The forementioned items include used goods of the contracted Artist. The Principal safeguards SR-IEAS against any claims concerning these matters.

10.4 In case of Additional Work and/or Force Majeure (as mentioned in Article – 12) all costs / expenses made by SR-IEAS, including costs / expenses made by the Secondary Supplier, will be chargeable to the Principal. The Principal safeguards SR-IEAS against any claims concerning these matters.

10.5 Without prejudice to the authority of SR-IEAS to claim (partial) compliance and/or dissolution of the Booking, the Other Party is completely liable for any damages (including follow up damages) to SR-IEAS as a result of (partial) non-compliance to any guarantees and/or obligations mentioned in these general terms. The Other Party safeguards SR-IEAS against any third party claims concerning these matters.

Article 11 – Dissolution of agreements

11.1 The agreement will be dissolved without legal intervention and without any proof of default being called for at the moment that the Principal is:

A. declared to be bankrupt or applies for suspension of payment;

B. through seizure, receivership, or other circumstances loses control over his assets or (a substantial) part of his assets;

C. unable to convince SR-IEAS in a satisfying manner of the ability to comply with (part of) his obligations towards SR-IEAS.

11.2 Dissolution of the agreement shall mean that any outstanding claims on the Other Party are immediately due and payable.

Article 12 – Force Majeure

12.1 Force majeure may be deemed to exist on the part of SR-IEAS if, after the agreement has been established, he is prevented from carrying out or preparing his duties as stated in the contract as a result of war, the threat of war, civil war, riots, molestation, fire, (snow)storms, water damage, floods, strikes, sit-ins, lockouts, government actions, mechanical defects, power failures or because of shortcomings in the fulfilling of his commitments arising from the Principal; in all instances both in SR-IEAS's business and with third parties from whom SR-IEAS has to acquire all or some of the required services, materials and raw materials, also in storing or during transport, and furthermore through all other possible factors that may arise that cannot directly be blamed on or regarded as the risk of SR-IEAS. This includes sickness of the Artist and death amongst the first or second degree relatives of the Artist.

12.2 In case of a situation as stated in Article 10 - paragraph 4 of these general terms, SR-IEAS has the right to:

A. either (partly) dissolve the agreement with the Other Party by means of a simple written message to the Other Party, without legal intervention and without SR-IEAS becoming liable towards the Other Party;

B. suggest a different time and date for the execution of the Assignment to the Principal. In case this would involve Additional Work, Article 3 – paragraph 5 of these general terms will be applicable.

12.3 The inability of the Principal to provide the necessary permits and/or exemptions are not considered to be Force Majeure.

Article 13 – Dispute settlement

13.1 Any disputes between SR-IEAS and the Other Party will be settled by the competent court at Maastricht (The Netherlands).

13.2 Any agreement between SR-IEAS and the Other Party shall be subject to the law of The Netherlands.

13.3 All legal and non-legal costs required to collect outstanding debts shall be for the account of the Other Party.