

GENERAL TERMS AND CONDITIONS

of:

AMPCO FLASHLIGHT RENTAL HOLDING B.V.

With registered office in 3543 AH Utrecht, Proostwetering 50,
listed in the trade register of the Dutch Chamber of Commerce
for Utrecht under number **30263396**

and of all her group companies:

RIGGING BOX B.V. AMPCO FLASHLIGHT RENTAL B.V.

Hereinafter also (alone or together) referred to as "Ampco Flashlight Rentals", abbreviated to "AFR",
deposited at the Chamber of Commerce for Utrecht.

Article 1. Applicability

- 1.1. These General Terms and Conditions shall apply to all offers and quotations sent out by AFR, as well as to all agreements concluded between AFR and the other party (as hereinafter described), on the basis of which AFR provides one or more services for the other party.
- 1.2. In these General Terms and Conditions "services" is understood to mean: the letting of products and/or execution of works in the field of audio, video en lighting techniques for radio, television and theatre productions, as well as concerts, conferences, congresses, product presentations and events, the aforementioned to be interpreted in the broadest sense of the word.
- 1.3. In these General Terms and Conditions "the other party" is understood to mean: every (legal) person, who has concluded an agreement with AFR, c.q. wishes to conclude an agreement, as well as her agents(s), authorised representative(s), assignee(s) and heirs.
- 1.4. In these General Terms and Conditions "products" is understood to mean: hardware and/or software and furthermore all material that can be the object of an agreement, in compliance with the commercial activities of AFR.
- 1.5. Deviations from these General Terms and Conditions are only valid if they have been agreed on in writing by AFR and the other party and solely apply to the agreement at hand. Any General Terms and Conditions from the other party are not accepted by AFR, except after a separate written acknowledgement thereof by AFR.
- 1.6. The Dutch text of these General Terms and Conditions prevails over all (certified) translations thereof.

Article 2. Offers

- 2.1.1. All offers are without further obligations, except if this has been agreed on in writing. Offers should be regarded as an invitation for making the other party an offer. All offers of AFR are not longer valid than forty-five (45) days as of the date on which they were made, unless stated otherwise. All drawings and data such as measurements, weights, capacities and quantities with regard to an offer should be compiled as precisely as possible. These specifications are only binding insofar as they have been explicitly confirmed. Details should not be provided.
- 2.1.2. In all offers, AFR assumes that the products that are let are delivered in their usual design and that all works can be performed in a normal way. Special demands and/or circumstances should be reported to AFR in advance and as detailed as possible. AFR shall then explicitly state in the offer whether and to what extent AFR has taken these circumstances c.q. demands into account.
- 2.1.3. Offers, as well as drawings, designs, plans, models, computer programmes and calculations made by AFR (or by order of AFR) are property of AFR and may not be passed on to third parties or passed on for inspection without the explicit written consent of AFR.
- 2.1.4. AFR reserves the right to refuse an order without stating the reasons for the refusal.

Article 3. Agreement

- 3.1.1. Subject to the provisions below, an agreement with AFR shall only come into effect once AFR has accepted c.q. confirmed the order in writing, or by executing the agreement. Acceptance c.q. confirmation shall be deemed to reflect the agreement accurately and in full.
- 3.1.2. AFR shall only be bound by any subsequent supplementary agreements or amendments as well as agreements with and/or promises by AFR personnel where these have been confirmed by AFR in writing.
- 3.1.3. For services where, given the nature and the scope thereof, no offer c.q. order confirmation is sent, the invoice shall be regarded as the order confirmation, which shall be deemed to reflect the agreement accurately and in full.
- 3.1.4. Each agreement is entered into under the suspensive condition that the other party – exclusively at the discretion of AFR - is sufficiently creditworthy to fulfil its payment obligations.
- 3.1.5. AFR has the right, in respect of or after entering into the agreement, before carrying out any or any further performances, to demand that the other party provides adequate security for the fulfilment of her payment obligations as well as any other obligations.
- 3.1.6. AFR has the right, in respect of or after entering into the agreement, before carrying out any or any further performances, to request an advance of whichever extent from the other party.
- 3.1.7. The other party is not entitled to hand over rights ensuing from the agreement on the services to be delivered by AFR to third parties without prior consent of AFR. Without prejudice to the stipulations in section 9 of this Article, AFR shall in each case not give her permission if a price has been agreed for this hand over.
- 3.1.8. The use of delivered services from AFR for productions/projects by the other party in a cooperative between the other party and one or more third(s) should be reported to AFR in writing. The other party is solely liable towards AFR for the complete fulfilment of the agreement.
- 3.1.9. The other party can only cancel the agreement, if this has been done in writing before the execution of the works or the provision of services. In case of cancellation, any preparation costs made by AFR shall at all times be charged to the other party in accordance with the below-mentioned stipulations. If the cancellation is done earlier than 5 business days before the start of the execution, then the other party shall be bound to pay a compensation of 50% of the agreed price in addition to the preparation costs referred to in the second sentence of this Article. If the contract is cancelled later than 5 business days before the execution of the works, then the compensation, as referred to above, shall be the entire agreed price. The financial obligations of AFR towards thirds, in connection with the cancelled agreement, which should be observed by AFR, including products purchased c.q. ordered from third parties and/or rented equipment c.q. hired technicians shall also be charged to the other party in full.

Article 4. Prices

- 4.1.1. Each quotation that is sent out is subject to price changes, unless this has been agreed on in writing to the contrary.
- 4.1.2. Unless otherwise stated, the prices of AFR:
- Are based on the – at the time of the quotation- applying rental prices, wages, labour costs, social security and governmental contributions, cargos, insurance premiums, and other costs
 - Are based on delivery "ex works AFR"
 - Are excluding VAT, import duties, other taxes, any other levies imposed by the government
 - Are excluding packaging costs, loading and unloading, transport and transport insurance costs
 - Are mentioned in Euros. If the prices are mentioned in another currency, any occurring changes in value with regard to the Euro may be on-charged during the period between the sent out of the quotation and the delivery of the products.
- 4.1.3. If the cost actual provision of the service, then AFR shall have the right to increase the price accordingly, in compliance with any legal regulations.
- 4.1.4. If works have been agreed on, AFR is authorised to charge any costs connected to demonstrable extra or more difficult work than foreseen or connected with the fact that AFR was asked to work during other hours than the usual working hours, or if any delays beyond the control of AFR have been encountered during the execution of the works. AFR is also authorised to index the wages component and thus charge higher labour costs.
- 4.1.5. If the other party wishes AFR to perform more services or wishes to extend the period of the provision of service(s) during the execution of the works, and if AFR is able to carry out this work, then aforementioned work shall be written down in a supplement to the agreement. The additional services shall be performed after the supplement has been signed. The additional services shall be paid in accordance with the stipulations in Article 13 (Payment).

Article 5. Works

- 5.1.1. In this Article "delivery time" is understood to mean: the term set in the agreement (start and end date) during which the works shall be performed.
- 5.1.2. The statement of the delivery date is done on the condition that the payment, if and insofar as this payment should be done on the execution day, has been made, or if the requested security has been provided c.q. the requested advance has been paid.
- 5.1.3. AFR is obliged to observe the set delivery date as much as possible, but is in no way liable if the delivery term is exceeded within reasonable limits.
- 5.1.4. AFR is not obliged to pay any compensation if the delivery term is exceeded and exceeding the delivery term does not give the other party the right to terminate the agreement.
- 5.1.5. If the works have been agreed on outside of the AFR business premises, then the other party must see to it that the works can commence with all speed, amongst other matters by making the workplace easily accessible for AFR staff and ensuring that material and equipment can be easily supplied. The other party is furthermore obliged to ensure that the required electricity terminals are present and that the workplace is sufficiently lit, as well as to make all auxiliary equipment or material such as hoists and scaffolds available – if necessary- and to ensure that no other works performed by third parties slow down or hinder the work of AFR.
- 5.1.6. AFR is authorised to hire third parties (subcontractors) to perform the works.
- 5.1.7. If the execution of the works is done within a shorter term than specified in the agreement upon request of the other party, then the extra costs connected to this request shall be charged to the other party. AFR shall provide the other party with a specification of these costs.
- 5.1.8. If the preparation of the execution of the works (partially) depends on the other party as a result of the provision of data, instructions, documentation or materials specified in the agreement, and if the other party – irrespective of the cause – does not provide aforementioned documents in a timely manner, the set times shall be altered accordingly. If an alteration of the start date is not possible, or if such alteration would lead to a fatal term, then the other party has the right to annul the agreement and the stipulations of Article 3.9 and 3.10 shall apply.

Article 6. Letting of equipment

- 6.1.1. The term "other party" referred to in these General Terms and Conditions, should in each case also be interpreted as "Renter" in case of a leasing agreement, being a (legal) person who rents objects (hereinafter referred to as "Equipment" in this Article) from the Letter or receives objects from the Letter in any other way. The Renter is equally submitted to all applicable Articles of these General Terms and Conditions as the mentioned "other party".
- 6.1.2. In this article, "Letter" is understood to mean: One of the group companies of Ampco Flashlight Rental Holding B.V. referred to in the opening sentences of these General Terms and Conditions.
- 6.1.3. In this article, "Equipment" is understood to mean: all (electrical) appliances in the field of audio, video and lighting techniques, as well as musical instruments and any other material that the Letter makes available for letting or any other use, as well as all accessories, cables, package materials, etc.
- 6.1.4. The Renter shall solely use the Equipment for the purpose for which it was fabricated. The Renter shall administer the Equipment with the care of a prudent man and shall ensure that the Equipment is stored in a proper and safe depot/warehouse. The Renter shall at all times provide a person authorised by the Letter access to the buildings or premises where the Equipment is stored for inspecting the condition of the Equipment.
- 6.1.5. The Renter shall immediately inform the Letter by means of a detailed written notification report about theft, loss of or damage to the Equipment. The Renter shall furthermore immediately report theft of or vandalism to the police on the place where the theft or vandalism took place and provide the Letter with a copy of the testimony recorded by the police.
- 6.1.6. The Renter shall not copy, pass on to third parties or publish any data with regard to the used designs and/or construction methods of the Letter.
- 6.1.7. The Renter shall not let the Equipment to third parties, shall not loan the Equipment to third parties or make the Equipment available in any other way.
- 6.1.8. The Equipment is let for a term of at least one (1) day. The letting period commences on the day the Equipment leaves the Letter's warehouse and ends on the day the Equipment is returned to the Letter's warehouse, unless otherwise agreed on in writing.
- 6.1.9. The Equipment may solely be transported in the packaging provided by the Letter.
- 6.1.10. The Renter should check that the Equipment is delivered to him in a good condition. The Letter assumes that the Renter is familiar with the way the Equipment works and that the Equipment ordered by the Renter meets the purpose for which the Equipment is rented.
- 6.1.11. If the Equipment does not function properly, or if the Equipment does not reasonably meet the quality standards, then AFR, without prejudice to the stipulations in Article 11 (Force Majeure), shall replace or repair the Equipment c.q. have the Equipment replaced or repaired as soon as possible and at her expense. Repairing or replacing the Equipment shall be at the expense of the other party, if this Equipment needs to be repaired/replaced due to incorrect and/or improper use of the Equipment by the other party. If the repair or replacement of the Equipment is not reasonably possible within such a term that the agreement can still be executed, then AFR and the other party are entitled to terminate the agreement without any legal intervention, insofar as the agreement has not yet been executed. In the latter case, the other party is entitled to a compensation of demonstrable damages, in accordance with the

stipulations in Article 9 (Liability of AFR). Complaints about Equipment that has been let/provided are only considered if these complaints have been filed orally or in writing and properly motivated not later than 24 hours after the Equipment has been provided or, if a defect was at that time not visible, within 24 hours after the defect was or could have been reasonably detected. In lack thereof, every right for complying with the stipulations in this article lapses. Complaints that have been reported orally should be confirmed in writing not later than within two days after the oral complaint.

- 6.1.12. The Renter must collect the Equipment in the Letter's warehouse. The Renter must return the Equipment to the Letter's warehouse not later than on the date that the letting period ends, unless otherwise agreed on in writing. The Renter is in default by not returning the Equipment on the specified date, for whichever reason, or if the Equipment has been damaged, without this requiring any reminder or proof of default. The Renter should pay the Letter, without prejudice to his other obligations towards the Letter, a compensation equal to the agreed rent price increased with the rent price for the number of days that the letting period is exceeded, c.q. the number of days it takes to repair the Equipment, increased with 50%, without prejudice to Letter's right to require full compensation for the damages she suffered. The Renter cannot derive any right from this stipulation to extend the specified letting period.
- 6.1.13. The Renter is assumed to be aware of and to agree with the Letter's rates. The Renter must pay the rental price in cash before or at the start of the rental period, unless otherwise agreed on. The Letter has the right to demand a deposit from the Renter and reserves the right to deduct the mature rental term payment from the deposit, as well as the costs for repairing and/or cleaning the let Equipment.
- 6.1.14. The Letter has insured the Equipment. In this connection, the following applies:
- a. There is an own risk of € 2,500 for each damage incident. In case of damage, the Letter shall charge this own risk to the Renter.
 - b. The cover ratio of the insurance is Western Europe. Coverage outside of this cover ratio can mostly be obtained by means of an additional Insurance for the duration of the rental period, which premium and costs shall be charged to Renter.
 - c. Theft without traces of breaking and entering, theft from a car/lorry/van left unattended is not insured.
 - d. Insurers of the policy have, in case of damage incurred by carelessness, recourse against the Renter.
 - e. If the Equipment is (possibly) exposed to a greater damage risk than in the case of normal use and/or normal circumstances, then the Renter is obliged to inform the Letter about this in advance and to inform whether the Letter is in this case prepared to let the Equipment, whether or not covered by an additional insurance. The costs for the additional insurance shall be charged to Renter.
 - f. In case of loss, theft or damage, the Renter should act as stipulated in Article 6.15.
 - g. The Letter has the right to recover damage to Equipment, insofar as this damaged is not covered by insurer(s) from the Renter.
- 6.1.15. A third party clause containing the following is in force:
- a. The Renter declares to be aware and insofar as necessary to consent with the fact that the title of ownership to the Equipment can (come to) be held by a third party or that the Equipment can be c.q. could be pledged to a third party, for security of payment or all that this third party could/can c.q. may demand from the Letter at any time on account of rental and/or financial lease agreements or on account of whichever reason.
 - b. Notwithstanding the existence of a lease agreement between Renter and Letter, the Renter shall return the Equipment at first request of the third party, without having the right to appeal to any retention guarantees, if and as soon as the third party as owner or pledger of the Equipment demands the return of the Equipment on the basis of noncompliance of the Letter's obligations towards the third party. As a result of this claim, the existing lease agreement shall be legally terminated with immediate effect. The Equipment shall be returned, as aforementioned, to the offices of the third party or a location specified by that third party.
 - c. If the third party owns the Equipment (or has acquired ownership of the Equipment as former pledge) and the third party wishes to continue the existing lease agreement, the Renter is obliged to conclude a lease agreement with the third party for the remaining term of the existing lease agreement and under similar conditions at the third party's first request.
 - d. Insofar as the existing leasing agreement between the Renter and the Letter is concluded earlier than the aforementioned rental and/or financial lease agreements between the Letter and the third party as owner, Article 7:226 of the Dutch Civil Code shall not be effective for the Parties. In that case the existing lease agreement between the Renter and the Letter shall remain in force after the Letter has sold the Equipment to the third party, followed by aforementioned rental and/or financial lease agreement between the Letter and the third party.
 - e. The third party clause included in section a to d of these General terms and Conditions cannot be revoked by the Renter, nor by the Letter.

Article 7. Transport

- 7.1. If the other party requests AFR, without further instructions, to transport the materials, the way of transporting and packaging the Equipment shall be determined by AFR.
- 7.2. Transport of material is done at the other party's risk, even if the transporter demands that a clause is put on all delivery notes, lists with transport addresses and so on stating that all transport damages are at risk and for account of the sender, unless otherwise agreed on in writing.

Article 8. Obligations of AFR

- 8.1. AFR will see to it that the works are performed in a meticulous manner and that the personnel hired by her is capable of performing the tasks, keeping the instructions and information about the works provided by the other party to AFR into account as much as possible.
- 8.2. AFR commits itself to maintain AFR's quality standards when outsourcing services. AFR is never bound to more towards the other party than to the person c.q. to whom AFR has put out the job, hereinafter referred to in this section as : "the third party", to whom AFR is bound. AFR shall encourage the third party as much as possible to fulfil her obligations and shall if necessary, for that purpose – such in the opinion of AFR – bring this person to court for her own account. If AFR believes that a legal procedure is not legally or economically justified, then AFR shall – on request of the other party- confer her rights towards the third party to the other party.

Article 9. Liability of AFR

- 9.1. AFR is solely liable for direct damage suffered by the other party, which ensues from agreements between AFR and the other party on the basis of which AFR performs one or more services for the other party, insofar as stipulated in these General Terms and Conditions.
- 9.2. AFR is, with due regard for any other stipulations in these General Terms and Conditions, not liable for damage caused by improper use of the delivered or let products or use thereof for purposes other than for which it is suited according to objective standards.
- 9.3. In case of attributable failure to perform the agreement between AFR and the other party on the basis of which AFR performs one or

more services for the other party, AFR shall only be accountable for replacing losses, that is replacement of the value of the performance that was not provided. Any accountability of AFR for any other form of damage is excepted, including additional or supplemental compensation in any form whatsoever, compensation of indirect loss or consequential loss or loss due to lost turnover or profit.

- 9.4. AFR shall in no way be accountable for losses suffered due to delays, losses due to exceeding delivery terms due to changed circumstances, losses incurred due to lack of co-operation, information or materials provided by the other party.
- 9.5. The compensation to be paid by AFR in the case of an attributable failure in performing an agreement between AFR and the other party on the basis of which AFR performs one or more services for the other party shall in no case amount to more than 50% of the amount indicated on the invoices issued by AFR to the other party for the services performed, excluding turnover tax. The compensation to be paid by AFR in the case of an attributable failure all in no case amount to more than the price (excluding turnover tax) agreed on for the services of AFR in the agreement at hand in the period of three months preceding AFR's non-compliance. The amounts and tariffs in this article are reduced with credit requested by the Client and allowed by AFR.
- 9.6. In case of a wrongful act by AFR, or her employees or subordinates for which AFR can be held legally liable, AFR shall solely be accountable for compensation of damage that is the consequence of deliberate or wilful recklessness.
- 9.7. Accountability of AFR for damage due to a wrongful act other than intended to in the previous article is explicitly excluded.
- 9.8. If and in as far as AFR would be liable despite the stipulations in this article, this liability shall be at all times limited to the agreement, for an amount that shall be paid out by AFR's insurance.
- 9.9. A condition for the originating of any right to compensation remains that the other party has reported the damage to AFR in writing as soon as reasonably possible. Each right to take legal action against AFR lapses within one (1) year after the termination and/or execution of the agreement to which the claim refers, save where the fact on which the legal action is based could not have been detected within this term. In that case, the right to take legal action lapses one year after the date on which the intended fact should have c.q. could have been detected by the other party.
- 9.10. The other party shall exempt AFR for all damage that AFR might suffer due to claims from third parties connected with the services provided by AFR, including claims from third parties, including employees of AFR who suffer damage in connection with the execution of the agreement as a result of actions or failure of actions, or unsafe conditions in the other party's company.

Article 10. Obligations of the other party

- 10.1. General:
- 10.1.1. By entering into an agreement for the provision of services, the other party shall be bound to us and pay for all additional material which use AFR deems necessary for a professional and safe execution of the agreement, including materials for operational, protective measures, and so on.
- 10.1.2. The other party is furthermore obliged to use scaffolds, tower wagons and aggregates of AFR, unless AFR has stated otherwise.
- 10.1.3. The other party is not allowed to use her own personnel or personnel of third parties and/or material in combination with a service provided by AFR, save and except with AFR's prior written consent, if and insofar as this personnel and/or this material could have been supplied c.q. provided by AFR insofar as this would have been common in suchlike situation.
- 10.1.4. AFR determines the way in which products that have been provided or let by her are packaged, transported, secured and stored. The other party is obliged to perform the instruction given by AFR. The other party is liable for damages that occur as a result of incorrect execution of instructions by AFR to the material c.q. products (Equipment) that AFR has provided.
- 10.2. Concerning (not) allowed use:
- 10.2.1. The other party is obliged to ask AFR's prior and written consent for each use of products and/or material that deviates from the normal circumstances and which use could lead to defect of, loss of, damage to material, inconvenience, person injury or death. If no permission has been asked or given, then AFR has the right to postpone the rental agreement at each point in time with immediate effect until the other party can guarantee AFR that the products c.q. material shall be used in a way that is acceptable for AFR. AFR still has this right, if the actual situation proves that the use of the products c.q. material is still not acceptable after AFR has given her permission.
- 10.2.2. AFR can have her permission referred to under section 2.1 of this Article depend on the other party's consent to take out an incidental (additional) Insurance for account of AFR in addition to the standard risk insurance taken out by AFR.
- 10.2.3. AFR is allowed to refuse to give her permission referred to under section 2.1 of this Article when stating her reasons for this refusal. This refusal does not give the other party the right to any compensation and/or annulment of the agreement, a payment reduction or any other measure.
- 10.2.4. Even after AFR has given her permission, the other party is solely responsible and liable for the use of the material c.q. products concerned. The other party is liable towards AFR as well as towards third parties for loss, damage, inconvenience, injury or death in connection with the use referred to under section 2.1 of this article that is not or not completely covered by the Insurance and exempts AFR in this matter.
- 10.2.5. The permissions, refusals and decisions referred to under section 2.1, 2.2 and 2.3 of this Article can be given on behalf of AFR, c.q. taken on behalf of AFR by a competent official of AFR who is present on the location. If AFR refuses to give her permission, this shall be motivated in writing.
- 10.3. Concerning Equipment:
- 10.3.1. The other party is not allowed to use the technical Equipment that has been provided by AFR for any other purpose than that for which it has been made available, to let this Equipment out to third parties, to have third parties use this Equipment, to pawn c.q. pledge this Equipment or encumber or alienate this Equipment. If the other party fails to observe these stipulations, AFR has the right to terminate the agreement immediately without any proof of default or Legal intervention and to take back the let c.q. provided Equipment. The other party gives AFR permission to enter her buildings and or premises for this purpose. The other party shall use the Equipment with due diligence and shall return the Equipment to AFR in the same condition as she has received it.
- 10.3.2. If third parties exercise any rights on the provided c.q. let Equipment, including attachments, the other party is obliged to immediately inform AFR about these rights in writing.
- 10.4. Concerning Equipment:
- 10.4.1. The other party is not entitled to have personnel of AFR perform any other works than those for which they have been sent. The other party is not entitled to employ this personnel on another place c.q. other places and at another point in time c.q. at other times than agreed on.
- 10.4.2. The other party is not entitled to have the personnel of AFR perform activities for third parties.
- 10.4.3. The other party is obliged to observe the applying labour terms and conditions with regard to AFR's personnel.
- 10.4.4. The other party is obliged to insure her liability in accordance with Articles 6:170 and 6:171 of the Dutch Civil Code with regard to AFR's personnel, and to keep insured for the term that the personnel is performing activities for her.

Article 11. Force majeure

- 11.1. In case of Force Majeure, AFR has the right to postpone the execution of the agreement or to regard the entire or part of the agreement as terminated without any legal intervention and without being bound to pay any compensation to the other party.
- 11.2. Force Majeure is understood to mean: each circumstance due to which the other party cannot reasonably expect AFR to perform the agreement. Force Majeure is in each case understood to mean: war, risk of war, civil war, revolt, flooding, water damage, fire, sit-in strike, strike, lock-out, extreme sickness absence of AFR's personnel, transport difficulties, unforeseen technical complications, breakdowns at AFR or her suppliers, suppliers failing to deliver products to AFR, as well as government measures in each case including import and export prohibitions and restrictions.
- 11.3. If the execution of the agreement is delayed for more than three (3) months due to Force Majeure, the Parties can then make arrangements to terminate the agreement, in each case with payment of a compensation of the costs made by AFR.
- 11.4. If AFR has already partially fulfilled her obligations ensuing from the agreement when Force Majeure occurs, then AFR shall at all times be entitled to invoice the performed services separately and the other party shall at all times be bound to pay this invoice as if it concerned a separate transaction.

Article 12. Complaints

- 12.1. Without prejudice to any other stipulations in these General Terms and Conditions, complaints should be reported to AFR in writing within eight (8) days after the services have been provided.
- 12.2. If a complaint has been found valid by AFR, AFR is solely obliged to
- In case of long term letting: replace the defect (parts of the) object(s) for free
 - In case of provided services: improve the works, without this giving the other party any right to claim any compensation whatsoever.
- 12.3. Complaints about invoices must be immediately reported to AFR, if these are handed over together with the material to the other party. If the invoices are sent, the complaints about the invoices should be reported to AFR in writing within eight (8) days after the invoice date.
- 12.4. When the terms referred to in section 1 and 3 of this Article have expired, the party is expected to have approved of the delivered services c.q. the invoice. As of then, complaints are no longer dealt with.
- 12.5. Filing a complaint never releases the other party from her payment obligations towards AFR elsewhere described in these General Terms and Conditions.

Article 13. Payment

- 13.1. Payment should be made in cash upon commencement of the service (the execution of works and/or letting of Equipment) without any discount or settlement, unless explicitly otherwise agreed on in writing. If AFR has explicitly agreed on another payment method in writing than cash, then payment should be made without any discount or settlement by means of a bank transfer or wire to a bank or giro account mentioned on the invoice within a term specified by AFR, though not later than 30 days after the invoice date. The value day stated on the bank/giro account is definite and is regarded as payment date.
- 13.2. Every payment made by the other party primarily serves as settlement of the interest payable by her, as well as the payment of the collection expenses made by AFR and is subsequently deducted from the oldest outstanding invoice, even if the other party states that it is the payment of another invoice that has been sent out later.
- 13.3. In cases that the other party:
- Is declared bankrupt, accepts a composition in bankruptcy, applies for a moratorium, or if his entire or part of his property is seized;
 - Dies or is put under Legal restraint;
 - Does not comply with any obligation enforced by law or these General Terms and Conditions;
 - Fails to pay an invoice amount or part thereof within the specified term;
 - Discontinues or transfers her company or an important part thereof, or changes her company's object;
- If any of aforementioned situations occur, AFR has the right to regard the agreement as terminated without this requiring any legal intervention, or to suspend the (further) execution of the agreement, or to immediately demand full payment of the amount payable by the other party for the services provided by AFR without this requiring any warning or proof of default, without prejudice to AFR's right to compensation of costs, damages and interests.
- 13.4. AFR is at all times entitled to ask the other party for (additional) security proving the observance her obligations. Failing to comply with a written demand sent by AFR gives AFR the right to immediately claim the (outstanding) payment or the annul the agreement with immediate effect without any Legal intervention, without prejudice to AFR's right to compensation.
- 13.5. If the other party is a creditor as well as a debtor of AFR and/or of one or more of the other companies of the Ampco Flashlight Group, then AFR has the right to settle her debt.

Article 14. Interest and costs

- 14.1. If the payment is not made within the time specified, the other party is legally in default as of the invoice date and must pay an interest of at least 1% for each (part of a) month that the amount is due, even if an extension of payment is agreed on.
- 14.2. All incurred legal and non-legal expenses shall be charged to the other party, insofar as these expenses exceed the payable legal costs in accordance with legal regulations concerning legal expenses. The non-legal expenses amount to at least 15% of the, including before-mentioned interests and costs, amount payable by the other party, with a minimum of € 250,-.

Article 15. Advice

- 15.1. AFR gives advice to the best of her knowledge on the subject. AFR does not accept any liability for advice given orally or in writing concerning, but not limited to, advice about third parties that should be hired by the other party and/or equipment/material that should be purchased by the other party.
- 15.2. AFR's advice can never release the client c.q. principal from his obligation to check the appropriateness of the objects that have to be delivered in relation to their purpose. The same applies for data with regard to the composition of objects and their applicability.

Article 16. Confidentiality

- 16.1. Without prejudice to the stipulations in these General Terms and Conditions, the parties are obliged, during the course of this agreement, or after the agreement has ended, to keep any confidential information they receive strictly confidential, to not in any way pass on confidential information to third parties and to solely use this information for the purpose for which it was provided. Third parties are understood to mean all persons working for the organisation of Parties who do not necessarily need to be provided about this information.
- 16.2. In these General Terms and Conditions, confidential information is understood to mean:
- a. all information that is provided, orally, in writing, directly or indirectly or in any other way and is labelled as such

- and/or information that the receiving Party should reasonably know is of a confidential nature.
- b. all product, marketing, client and/or other company data that are labelled as such data that the receiving Party should reasonably know is of a confidential nature, irrespective of the way in which these data are provided.
 - c. all documentation, data, drawings, benchmark test(s) (data), specifications, object codes, source codes, manufacturing methods, technologies and/or other information connected to developed or yet to develop software by AFR, or third parties hired by AFR which is labelled as such and/or data that the receiving Party should reasonably know is of a confidential nature, irrespective of the way in which these data are provided.
 - d. every copy in whichever form of aforementioned.
- 16.3. The obligations of the other party with regard to confidential information do not apply for information, of which can be demonstrated that (i) this is generally known and/or publicly accessible or (ii) if the other party was already aware of this information in advance and if this information was not subject to any obligation to maintain confidentiality before this information was provided to her by AFR.

Article 17. Confidentiality

- 17.1. All offers, orders and agreements of AFR, as well as the execution thereof, to which these Terms and Conditions apply, shall exclusively be governed by the laws of the Netherlands.
- 17.2. All disputes shall first be settled by the competent court within the settlement area of AFR.
- 17.3. The provisions of the preceding paragraph are without prejudice to AFR's right to refer the dispute to a court with jurisdiction according to the normal competency rules.

Article 18. Amendments and/or supplements to these General Terms and Conditions

- 18.1. AFR has at all times the right to amend and/or supplement these General Terms and Conditions. Amendments and/or supplements shall become valid as soon as the other party has been informed about this and shall not have a retroactive effect.
- 18.2. If a stipulation in these present General Terms and Conditions should be no (longer) valid, then the other stipulations of the present general terms and conditions shall remain fully applicable. The case ensuing, the Parties shall then enter into negotiations to agree upon new stipulations replacing the invalid conditions, or, as the case may be, the conditions declared invalid, whereby the purpose and the meaning of the original conditions shall be heeded as far as possible.