

## GENERAL TERMS AND CONDITIONS

### UNITED B.V.

#### I. GENERAL PROVISIONS

##### 1. Definitions

**“Customer”** means the party to whom UNITED has submitted an offer or quotation to enter into a Contract or with whom UNITED has entered into a Contract;

**“Contract”** means every agreement under which UNITED agrees to supply or rent out goods, provide services, supply staff, or take goods into custody;

**“UNITED”** means UNITED B.V. or one of its subsidiaries, each of them giving effect to these General Terms and Conditions.

##### 2. Applicability

2.1 These General Terms and Conditions apply in full to each and every Contract entered into by UNITED and each and every offer or quotation submitted with a view to entering into a Contract.

2.2 The applicability of any general terms and conditions used by a Customer is hereby expressly rejected.

2.3 The employees and board members of UNITED are equally entitled to refer to these General Terms and Conditions.

2.4 These General Terms and Conditions have been filed with the Chamber of Commerce for Gooi-, Eem- and Flevoland. The latest version filed shall apply or the version filed at the time the Contract was entered into.

##### 3. Quotations

3.1 All offers and quotations issued by UNITED with a view to entering into a Contract are without prejudice, unless the offer or quotations includes a period for acceptance. UNITED will not be bound by her offer or quotation if the Customer could reasonably understand that the offer or quotation contained an apparent mistake or slip of the pen.

3.2 The Customer warrants that all measurements, requirements, specifications and other data on which UNITED relied when preparing its quotation as provided by Customer to UNITED are correct and complete.

##### 4. Contracting

A Contract shall only be deemed to be concluded upon (i) written confirmation by UNITED or the Customer of the oral agreement reached between UNITED and the Customer, provided that the other party does not object to any of the key terms stated in said written confirmation within a period of 7 days; (ii) a quotation or confirmation being signed for approval by UNITED and the Customer; or (iii) upon the start by UNITED of its performance under the Contract in a way that is discernible to the Customer, unless the Customer immediately objects in writing.

## **5. Prices and payment**

- 5.1 Unless the Contract provides otherwise, all prices quoted by UNITED are stated exclusive of value-added tax (VAT) and other government-imposed taxes and any other costs possibly made as part of the performance of the Contract, including charges, postage, shipping costs, security fees, insurance premiums, installation costs, costs of energy, communication, cleaning, travel and lodging expenses, and costs of renting equipment from third parties. If UNITED and the Customer have agreed on prices in a currency other than the Euro, all foreign exchange rate fluctuations shall be at the Customer's risk and expense.
- 5.2 If UNITED agrees with Customer on a fixed price, UNITED may nevertheless at any time increase the agreed prices at 30 days' written notice. If the price increase amounts to more than 10% and takes place within 3 months after the conclusion of the Contract, only the Customer who is entitled to refer to title 5 chapter 3 of Book 6 of the DCC shall have the right until 14 days after the notice to dissolve the Contract in writing with effect from the date on which the price increase is to take effect, unless (i) UNITED withdraws the price increase within 4 days after receipt of this notice of the Customer, (ii) the price increase results from a lawful authority or obligation of UNITED or (iii) under the Contract delivery shall take place more than 3 months after the date of conclusion of the Contract, in which events the Contract (for the remainder) shall remain in force unchanged.
- 5.3 UNITED may reasonably charge the Customer for any additional work at its customary rates. Additional work is defined for this purpose as any and all work performed by UNITED at the Customer's request over and above the work agreed in the Contract. UNITED shall in no circumstances be obliged to comply with a request for additional work and may require that a separate written contract be concluded to that effect.
- 5.4 The Customer must pay all invoices of UNITED, with the exclusion of the Customers' right of set-off or postponement, within 30 days of the date of the invoice in the way as indicated by UNITED and in the currency as set out on the invoice.
- 5.5 In the event of any late payment, the Customer shall be in default by operation of law. Customer shall be liable to pay interest at a rate of 1% per month. Interest on the due amount shall be calculated from the date on which the Customer is in default until the date of payment of the full due amount.

- 5.6 If Customer is in default on the performance of its obligations, then Customer shall be liable for all reasonable costs for the extrajudicial debt collection. The extrajudicial debt collection costs will be calculated on the basis of the Dutch customary debt collection practice, currently the calculation method under the Voorwerk II Report. If, however, UNITED has incurred higher debt collection costs which were reasonably required, the actual incurred costs will be compensated. Any judicial and execution costs will be recovered from Customer as well. Customer will be liable to pay interest at a rate of 1% per month over the debt collection costs due.
- 5.7 UNITED will be entitled to hold in its possession all goods, audio- and video materials, products, property rights, data, documents, data files and (interim)results of the services of UNITED, received or generated within the scope of the Contract, despite an existing obligation to (re)deliver, until Customer has fully paid all due amounts to UNITED.
- 5.8 UNITED may at its sole discretion require, either at the time of conclusion of the Contract or at any later point in time during the term of the Contract, that the Customer shall provide a bank guarantee, pay a deposit, or provide any other appropriate form of security to guarantee compliance with its obligations under the Contract. If UNITED demands security from the Customer, UNITED may postpone its (further) performance of the Contract until security has been provided.

## **6. Time periods and subcontracting**

- 6.1 All deadlines agreed by UNITED for performance of the Contract are determined by UNITED to the best of its knowledge on the basis of information known to UNITED when entering into the Contract and are never fatal deadlines. UNITED shall make every reasonable effort to meet all agreed deadlines as much as possible.
- 6.2 Mere expiry of a deadline shall not constitute an event of default of UNITED. UNITED shall only be in default for any such expiry after having been served notice of default by the Customer. In such notice Customer shall offer UNITED a reasonable deadline to still perform the Contract. Should UNITED threaten to exceed any agreed deadline, UNITED and the Customer shall consult one another as soon as possible.
- 6.3 UNITED shall be entitled to outsource performance of the Contract or part thereof to third parties or retain the services of a third party to assist in performing the Contract.

## **7. Liability**

- 7.1 UNITED's total liability on any basis for any loss or damage shall be limited to compensate the direct loss or damage incurred by the Customer, subject to a maximum amount equal to the price (exclusive of VAT) which has been agreed for the part directly related to the breach. In no event shall the total amount of compensation for any such direct loss or damage exceed EUR 100,000 (one hundred thousand euro). Direct loss or damage shall exclusively comprise:
- (a) reasonable costs incurred by the Customer to have UNITED's defective performance remedied so as to conform to the Contract;

- (b) reasonable costs incurred by the Customer to prevent or mitigate any direct loss or damage as referred to in this Contract;
- (c) reasonable costs incurred by the Customer to identify the cause and extent of any direct loss or damage as referred to in this Contract.

7.2 UNITED will not be liable whatsoever for any indirect loss or damage, including, but not limited to consequential loss or damage, loss of business, loss of turnover or profit, lost savings, damage caused by business interruptions, harm to the Customer's name or reputation, loss of goodwill, loss or corruption of audio and/or video and/or information carriers and the sound and/or video material recorded thereon, loss or damage arising in connection with the use of items belonging to the Customer or third parties and supplied by the Customer to UNITED for (compulsory) use by UNITED, loss or damage arising in connection with UNITED retaining the services of third parties on the Customer's instructions, theft, destruction or damage to items of property belonging to the Customer or any of its employees, subcontractors or authorized visitors, loss or damage caused by any breakdown or improper functioning of connections, or by the inferior quality of connections, regardless of whether these have been installed by UNITED or any third parties, or by the inferior quality of any branch connections installed by UNITED for the Customer or any third parties at the request of the Customer, and all loss or damage other than set out in clause 7.1.

7.3 The limitations of liability stipulated by UNITED in the previous paragraphs of this clause 7 shall not apply if and to the extent that the loss or damage results from any intentional act (*opzet*) or gross negligence (*grove schuld*) on the part of UNITED.

7.4 UNITED shall only be liable for breach of Contract if UNITED fails to remedy its breach after having been served promptly, i.e. within 48 hours of performance of (the relevant part) of the Contract, at the latest, with a written notice of default containing a full and detailed description of the breach and providing for a reasonable grace period. Should the Customer fail to serve notice of default within the term referred to above, the Customer shall forfeit its right to file any claims against UNITED for breach of Contract. All claims for damages against UNITED shall be subject to a limitation period of 12 months.

7.5 The Customer shall be liable to UNITED, its employees and/or third parties hired or allowed access by UNITED for any loss or damage in the event of death, physical or mental injury caused by the Customer or any third parties hired by the Customer and for any theft, destruction or damage to items of property belonging to UNITED, its employees and/or third parties hired or allowed access by UNITED.

7.6 The provisions of this clause 7 shall also inure to the benefit of all individuals and legal entities engaged by UNITED in the performance of the Contract.

## **8. Force majeure**

8.1 UNITED will not be obliged to perform any obligation in relation to the Customer if it is prevented from doing so as a result of circumstances which are not the result of culpability nor under law, legal act or general opinion of trade are for her account.

- 8.2 In these General Terms and Conditions, force majeure shall be defined - in addition to the meaning given to this term by statute and case law - as the occurrence of any and all such foreseen or unforeseen external factors beyond UNITED's control as will impede UNITED from performing its obligations. Force majeure shall in any event include events such as war, armed conflict, terrorist attacks, rebellion, riots, nuclear reactions, Acts of God, volcano eruptions, fire, strikes or other industrial action by personnel of UNITED or its suppliers, excessive absenteeism, transport problems, power outages, or any power disconnection at Media Park in Hilversum or in any of the buildings in which UNITED undertakes its activities.
- 8.3 In connection with the task of the Foundation Dutch Public Broadcasting to report on events of national or great social importance and on special international events, force majeure shall also be understood to include any event preventing UNITED from complying with its obligations to the Customer because it must directly or indirectly supply personnel and materials to the Foundation Dutch Public Broadcasting with a view to fulfilling the task described above.
- 8.4 If any breach of Contract cannot be attributed to either party due to the occurrence of an event of force majeure, the mutual obligations of the parties shall be suspended until such time as compliance with said obligations can be reasonably required again.
- 8.5 If any such suspension as a result of force majeure exceeds a period of two months, either party may terminate the Contract immediately without prior notice of default or court order, and without being in any way liable to pay the other party any form of compensation.
- 8.6 Insofar UNITED at the time of occurrence of the event of force majeure has already performed part of its obligations under the Contract and this partly performed part has a separate value, UNITED will be entitled to invoice this already performed part separately. The Customer will be obliged to pay this invoice as if there was a separate Contract.

## **9. Indemnity**

The Customer shall fully indemnify and hold UNITED and all employees supplied by UNITED to the Customer harmless from any and all claims filed by third parties who suffer damage in connection with the performance of the Contract on grounds which are attributable to another than UNITED.

## **10. Confidentiality and personal data protection**

- 10.1 The Customer and UNITED shall treat all written and oral information obtained from the other party in the context of the Contract as strictly confidential to the extent that they know or ought to know that the information concerned is confidential in nature, and further agree to not disclose any such information to third parties, except where:
- (a) the recipient has already obtained the information without being subject to a duty of confidentiality;
  - (b) the information already belongs to the public domain other than by means of an infringement of this clause 10 or through any disclosure in respect of which the

recipient knew or ought to have reasonably known at the time of disclosure that disclosure was wrongful;

- (c) the information is provided by the recipient to its professional advisors on a need-to-know basis and subject to a duty of confidentiality;
- (d) the information must be made known in any applicable jurisdiction under a court order or any rules or law, stock exchange rules or national, provincial, municipal or other public rules that are in force, provided that the other party is consulted in due time as regards the need to disclose the information concerned and the time and extent of the disclosure.

10.2 Information marked as confidential by the provider shall always be treated as confidential. The recipient of any confidential information shall only use the same for purposes for which the information was provided.

10.3 Parties will comply with the obligations under the Data Protection Act. If a party acts in conflict with the Data Protection Act, it will indemnify the other party for all claims and resulting damages.

## **11. Non-solicitation**

The Customer agrees for the term of the Contract and for one year after the date of its termination to refrain from hiring or otherwise directly or indirectly retaining any services, in the broadest sense of the word, of persons employed by UNITED or any of its affiliates who were involved in the performance of the Contract, unless it has obtained UNITED's prior written consent. UNITED shall not withhold its consent if the Customer has offered appropriate compensation to UNITED.

## **12. Options**

12.1 If UNITED has granted an option to enter into a Contract, UNITED shall also duly state the term within which the option holder must exercise the option. If the option holder fails to exercise the option in writing before the option expiry date, the option shall be deemed to have been cancelled.

12.2 UNITED may at any time shorten the option exercise term referred to in clause 12.1 by asking the option holder to exercise the option within 24 hours. If the option holder fails to exercise the option in writing within that term, the option shall be deemed to have been cancelled.

## **13. Cancellation**

13.1 The Customer may only cancel a Contract if it gives written notice to that effect before UNITED commences performance of the Work.

13.2 In the event of cancellation, the Customer shall always be liable to compensate UNITED for the preparation costs incurred.

13.3 If a Contract is cancelled less than 21 days prior to commencement of the Contract's performance, the Customer shall be liable to pay compensation equal to 75% of the

total price agreed between the parties. If the Contract is cancelled less than 7 days prior to said commencement, the Customer shall pay compensation equal to 100% of the total price agreed.

- 13.4 UNITED may cancel the Contract, or any part thereof, by giving written notice if any change in circumstances occurs that will render it unreasonable to demand compliance from UNITED, or if compliance with the Contract triggers the risk of criminal prosecution or any other legal risk. The Customer shall not be entitled to any form of compensation in any such event.

#### **14. Early termination**

- 14.1 Either party may rescind the Contract only if the other party has defaulted on a material obligation under the Contract and, having been served notice of default containing a full and detailed description of the event of default and also providing for a reasonable grace period, fails to remedy said default.

- 14.2 Either party may terminate the Contract, or any part thereof, with immediate effect by giving written notice: (i) if the other party starts negotiations with any of its creditors or takes similar action with a view to rearrange its debts or any part thereof; or (ii) enters into a debt settlement agreement with its creditors; or (iii) applies for a suspension of payments; or (iv) applies for a winding-up order or is wound up. A party which terminates the Contract on this basis shall in no circumstance be obliged to reimburse any funds already received or to pay any form of compensation.

- 14.3 In deviation from the non-mandatory rules of law that are in place, the Customer may only terminate a Contract for the provision of services in any of the events stipulated in these General Terms and Conditions.

#### **15. Intellectual property**

- 15.1 The Customer warrants to UNITED that there are no intellectual property rights of third parties which might preclude performance of the Contract by UNITED and, further, that the Customer has obtained full and unrestricted licences to integrate proprietary parts of the programme into its programme materials and to have these parts recorded on audio, video or other information carriers by UNITED. The Customer shall fully indemnify and hold UNITED and any of its affiliates harmless from any claims filed on the grounds of an alleged infringement of this clause.

- 15.2 Unless the Contract expressly provides otherwise, all intellectual and industrial property rights in items of property made or supplied by UNITED or any of its employees or freelancers pursuant to the Contract shall vest exclusively in UNITED, its licensors or suppliers. The Customer shall only have the right to use said items of property to the extent permitted by law and these General Terms and Conditions. Any other or more far-reaching rights for the Customer are hereby expressly excluded. Any licences granted to the Customer shall be non-exclusive and non-transferable.

#### **16. Other obligations of the Customer**

- 16.1 The Customer shall timely provide UNITED with all data and information, indicated by UNITED as being required or for which the Customer reasonably should know that these are required for the performance of the Contract, shall render its full-cooperation, including to grant timely, free and unrestricted access to all premises and areas and ensure that UNITED can make use of all workspace and related facilities reasonably required to perform the Contract. The Customer shall ensure that all staff engaged to cooperate in performing the Contract have the requisite expertise, experience, qualifications and know-how.
- 16.2 If the Customer fails to comply with its obligations under clause 16.1 or if the Customer complies late or otherwise defaults on its obligations, UNITED is entitled to postpone performance of the Contract in full or in part and charge the Customer for all costs incurred at its customary rates. The term of delivery does not start until the Customer has provided the data or information to UNITED.
- 16.3 The Customer warrants that the workspace and facilities supplied under clause 16.1 comply with all applicable (statutory) occupational health and safety requirements as referred to in article 7:658 of the Dutch Civil Code. The Customer shall indemnify and hold UNITED harmless from and against any claims filed by third parties, including UNITED staff, on the grounds of any breach of this warranty.
- 16.4 The Customer shall make every reasonable effort to ensure that UNITED's name and role are mentioned in all credits and promotional statements regarding the programme covered by the Contract.

## **17. Miscellaneous**

- 17.1 Any departure from or exclusion of these General Terms and Conditions shall be valid only with the express and written consent of UNITED.
- 17.2 If any of the provisions hereof prove to be invalid or unenforceable at any time, the remaining provisions shall continue to be in force and effect to the fullest extent possible. UNITED and the Customer shall do their utmost to reach agreement about a new provision which approximates the invalid or unenforceable provision as closely as possible in terms of both meaning and purpose.
- 17.3 The Customer may not assign any of its rights and obligations under the Contract without the prior written consent of UNITED.
- 17.4 Notices and other communications required in relation to the Contract must be given or made in writing and be delivered in person or sent by fax, courier or registered mail to the addresses or fax numbers stated in the Contract or to any such other address as the addressee may report for that purpose in conformity with the provisions of this clause.
- 17.5 In case of any conflict or inconsistency between the Dutch-language version of these General Terms and Conditions and any translation hereof, the Dutch text shall prevail. In case of any conflict or inconsistency between any of the general provisions in this



Section I and any of the specific provisions laid down in Sections II to V below, the specific provisions shall prevail.

- 17.6 UNITED may have employees be present as trainees in the performance of the Contract, provided that UNITED does not charge the Customer any additional costs.

**18. Disputes**

- 18.1 The Contract and all other legal relationships to which UNITED is a party, shall exclusively be governed by Dutch law, also if the obligation will be performed in whole or in part abroad or if the party relevant for the legal relationship is domiciled there. The applicability of the Vienna Convention of 11 April 1980 on the International Sale of Goods is hereby expressly excluded.
- 18.2 Any and all disputes arising from the Contract shall be submitted in the first instance, and to the exclusion of any other court of law, to the competent court in Amsterdam, unless mandatory law provides differently. UNITED reserves the right, however, to file action against the Customer before the court of its place of domicile.
- 18.3 Parties will go to court only after they have used their best efforts to settle the dispute by mutual consultations.

**II. RENTAL BUSINESS**

The provisions of this Section II shall apply, next to the General Provisions laid down in Section I, to all Contracts that (also) pertain to the rental of property such as equipment and studios.

**19. Rental of equipment**

- 19.1 Equipment is rented for full days for the rental period specified in the Contract. The rental period may be renewed only with the prior written consent of UNITED.
- 19.2 Unless the Contract provides otherwise, the Customer shall take receipt of the rental equipment at the business premises (dispatch) of UNITED in Hilversum during office hours (from 9 am to 5.30 pm) on the starting date of the rental period. If no starting date of is laid down in the Contract, the rental period starts on the date on which UNITED makes the equipment available to the Customer. If the Customer fails to take receipt of the rented equipment on the starting date, the Customer shall nonetheless be bound by the Contract and be liable to pay the agreed rent.
- 19.3 The Customer or its authorized representative must present a copy of his or her passport and/or driving licence to UNITED before receiving the rental equipment.
- 19.4 UNITED shall ensure that the equipment is properly packed. The Customer shall be responsible for transporting the equipment as-packed in a suitable vehicle.

- 19.5 Unless the Contract provides otherwise, no later than on the expiry date of the rental period set out in the Contract, the equipment rented must be returned in its original condition and packaging at the dispatch of UNITED during office hours (from 9 am to 5.30 pm). The Customer shall also return all non-durable materials, including the spare parts issued by UNITED, as well as any (broken) parts replaced with the spare parts, failing which the Customer shall be liable to pay UNITED the new value of those items.
- 19.6 If the rental equipment is not returned to UNITED on the expiry date of the rental period, the Customer shall be in default by operation of law without prior notice being required. For each day that the Customer is late in returning the equipment, it shall be liable to pay the agreed rent, without prejudice to the right of UNITED to claim additional damages.
- 19.7 UNITED shall inspect the equipment when returned in order to check whether it is complete and without visible damage. A functional inspection may be carried out at a later point in time.
- 19.8 If the Customer breaches any of its obligations under the Contract, the Customer shall compensate UNITED on the basis of the new value for any and all damage caused by the rented equipment being lost, damaged or stolen.

## **20. Rental of real property**

- 20.1 If any real property is rented out, the Customer shall duly comply with all company rules adopted by UNITED and shall strictly follow all instructions given by UNITED's supervisory staff.
- 20.2 If the Customer admits any public, whether or not during recording sessions, such admission shall be the Customer's own responsibility. Nonetheless, all instructions of UNITED's supervisory staff, including instructions not to admit any (further) public or to evacuate the rented property, must be strictly followed. The Customer agrees to abide strictly by all rules of UNITED concerning the number of people that may be admitted.
- 20.3 The Customer shall be fully responsible for protecting the personal safety of its staff, any third parties retained by it, as well as its guests and all members of the public admitted to the rented property.
- 20.4 The Customer shall not make any alterations or tear down anything in the rented property without the prior written consent of UNITED. If UNITED has consented to any alterations, the Customer must restore the rented property to its original state at the end of the rental period.
- 20.5 The Customer shall grant UNITED access to the rented property at the latter's first request.

## **21. Condition**

The Customer shall inspect the property rented at the start of the rental period and, if no defects are found, shall sign for delivery of the property in good condition. If the Customer has not signed for delivery in good condition, the property rented shall be deemed to have been delivered and accepted in a condition which the Customer may expect of properly maintained property of the kind covered by the Contract.

## **22. Use, inspection, defects**

- 22.1 The Customer may not use any property rented from UNITED for any purpose or at any location other than as provided for in the Contract. If the Contract contains no provisions to that effect, the Customer shall only be authorized to use the property for its intended purpose or at its intended location.
- 22.2 The Customer shall be obliged to use the property rented with due care and in compliance with all statutory requirements, and shall promptly follow all instructions and/or directions given by UNITED as regards the use and maintenance of the property rented.
- 22.3 Subject to the prior written consent of UNITED, the Customer may not sublet or rent out the property, or any part thereof, to any third party other than in the normal conduct of the Customer's business, nor shall it grant any such third party a right to use the property rented.
- 22.4 UNITED may inspect and maintain the rented property at any time.
- 22.5 The Customer must report any defects or damage discovered during the rental period to UNITED without delay by means of a full and detailed specification of the relevant defects or damage. UNITED shall either repair the defects or damage itself or have the repair work performed by a third party for the account of UNITED. The Customer may not make or have others make any repairs or alterations to the property rented without the prior consent of UNITED.
- 22.6 The Customer must report any event of theft or other criminal offence to the competent authorities and provide UNITED with a copy of the report and/or the police report.
- 22.7 Should any property rented be missing or damaged, or should any third party assert any rights in respect of the property rented, for instance by seizing the property, the Customer shall inform UNITED of any such event without delay.

## **III. PROVISION OF SERVICES**

The provisions of this Section III shall apply, next to the General Provisions laid down in Section I, to all Contracts that (also) pertain to the provision of services such as consultancy, training, support, and staff supply services.

## **23. Services provision**

- 23.1 UNITED shall perform the services set out in the Contract to the best of its knowledge and ability and in conformity with the requirements of good craftsmanship, and, if applicable, in accordance with the procedures set out in the Contract. Any agreement on the service level shall be valid only if agreed in writing.
- 23.2 UNITED shall only be obliged to follow any instructions by the Customer, if given in a timely and responsible manner, if it has expressly agreed to do so in the Contract. UNITED need not follow instructions which amend or supplement the provisions or scope of the Contract in any way.
- 23.3 All orders for the provision of services shall be deemed to have been given to and accepted by UNITED, even when the Contract has been entered into expressly or tacitly with a view to having the services provided by a specific person. This means, therefore, that the applicability of Sections 7:404, 7:407(2) and 7:409 of the Dutch Civil Code is hereby excluded.

#### **24. Staff supply services**

- 24.1 UNITED shall support the Customer by supplying staff to perform the work described in the Contract. The estimated hours during which staff will be supplied or the estimated time for the work to be performed shall be laid down in the Contract.
- 24.2 UNITED shall make every effort to ensure that all staff supplied have the expertise and skills that may be required by the Customer for the performance of work in normal circumstances.
- 24.3 Unless the Contract provides otherwise, staff shall be supplied on an hourly basis, subject to a minimum of six hours per day. The fee for these staff supply services shall be determined on the basis of costing, with the number of hours worked serving as a calculation basis. The staff supply services shall be deemed to commence when employees or third parties retained by UNITED start their work, in which regard all travelling time, preparation and packing time, and inspection and unpacking time are counted as the performance of work.
- 24.4 The hourly rates shall be set out in the Contract. These rates apply exclusively for the job levels or employees specified in the Contract. The contractual hourly rates shall be valid for the calendar year in which the Contract is made. Price increases caused by government-imposed measures shall be charged to the Customer as of the date on which the price changes become effective. Price increases caused by wage cost developments shall be charged to the Customer yearly with effect from 1 January.
- 24.5 The Customer shall ensure that all statutory rules governing working hours, all occupational health and safety rules, as well as the duty of due care required under Section 7:658 of the Dutch Civil Code to create a safe working environment, are strictly observed during the performance of all work. The Customer shall indemnify and hold UNITED harmless from and against all penalties, claims and additional levies resulting from any breach of these obligations or any non-compliance with the duty of due care to be observed.

- 24.6 UNITED shall fully comply with all obligations arising from all social security and tax legislation that applies to the staff supply services provided by UNITED to the Customer. UNITED indemnifies and holds the Customer harmless from and against all tax and social security claims and additional levies resulting from any breach of these obligations. UNITED shall, on request, provide documentary evidence as regards its payment of the social security contributions and taxes referred to in this clause.

#### **IV. SALE AND DELIVERY OF GOODS**

The provisions of this Section IV shall apply, next to the General Provisions laid down in Section I, to all Contracts that (also) pertain to the sale and delivery of goods, including sale of equipment.

##### **25. Delivery and risk of loss**

- 25.1 Delivery will take place Ex Works (Incoterms 2010) at the business premises of UNITED in Hilversum, unless the Contract provides otherwise. In the latter case, UNITED shall inform the Customer, where possible prior to delivery, of the time scheduled by UNITED or the shipping agent hired by UNITED for delivery of the goods. All times of delivery stated by UNITED shall be estimates only. The Customer shall ensure that someone is available at the designated address on any business day between 9 am and 5.30 pm to take receipt of the goods, failing which UNITED may charge additional delivery costs.
- 25.2 The risk of loss, theft or damage to the goods sold under the Contract shall pass to the Customer as of the time at which the Customer or any of its agents has taken actual possession of the goods. If the goods are shipped by a shipping agent, whether or not at the request or on the instruction of the Customer, the risk of loss, theft or damage to the goods sold shall pass to the Customer upon delivery of the goods to the shipping agent.

##### **26. Retention of title**

- 26.1 All goods delivered under the Contract shall remain the property of UNITED until the Customer has properly performed all obligations under the Contract(s).
- 26.2 Goods delivered by UNITED, subject to the retention of title under clause 26.1, shall not be resold and shall never be used as payment. The Customer shall not be entitled to pledge or otherwise encumber goods which are subject to the retention of title.
- 26.3 The Customer shall always do all reasonably necessary to protect the property rights of UNITED.
- 26.4 If third parties seize the goods delivered subject to retention of title or want to establish or exercise rights thereon, the Customer shall be obliged to inform UNITED about this immediately.

- 26.5 The Customer shall be obliged to insure and keep insured the goods delivered subject to retention of title for fire, explosion- and water damage and theft and provide the policy of this insurance for review at UNITED's first request. In the event of any payment under the insurance, UNITED will be entitled to receive these amounts. To the extent necessary, the Customer commits itself in advance towards UNITED to provide cooperation with all that shall (appear) necessary or desirable for this.
- 26.6 For the event UNITED wants to exercise its property rights set out in this clause, the Customer grants in advance unconditional and irrevocable permission to UNITED and third parties appointed by UNITED to enter all the place where the property of UNITED is located and to take these goods back.

**27. Warranty and complaint**

- 27.1 The goods delivered by UNITED shall conform the customary requirements and standards that at the time of delivery reasonably could be made and for which they are intended with regular use in the Netherlands. The warranty referred to in this clause applies to goods intended for use in the Netherlands. In the event of use outside of the Netherlands the Customer has to verify itself whether the use thereof is appropriate there and complies with the required conditions thereof. In this event UNITED could make other warranties and other conditions for the delivery of the good or services.
- 27.2 The warranty set out in clause 27.1 is valid for a period of 12 months after delivery, unless from the nature of the delivered follows otherwise or the parties agree otherwise. If the warranty granted by UNITED relates a goods produced by a third party, then the warranty will be limited to the one, as granted for it by the producer of the goods, unless indicated otherwise.
- 27.3 Any form of warranty will lapse if a defect is caused by or resulting from improper or inappropriate use or use after the expiry date, improper storage or maintenance by the Customer and/or third parties if, without the written consent of UNITED, the Customer or third parties have made changes or have tried to make changes to the goods, have connected other goods to it which should not be connected to it or if these were processed or modified other than as prescribed. The Customer is also not entitled to a warranty claim if the defect is caused by or the result of circumstances which were not under UNITED's control, including weather conditions (such as but not limited to extreme rainfall or temperatures).
- 27.4 The Customer is obliged to (have) inspect(ed) the delivered immediately at the moment the goods are made available to it or the relevant services are performed. As part of that the Customer should inspect whether the quality and/or quantity of the delivered is in conformity with what was agreed and meets the related requirements agreed by the parties. Any visible defects shall be reported to UNITED in writing within 7 days of delivery. Any non-visible defects shall be reported to UNITED in writing immediately, but in any event within 14 days, after discovery thereof. The report shall include a as detailed as possible description of the defect. The Customer shall give UNITED the opportunity to (have) investigate(ed) the complaint.

- 27.5 If the Customer complains in time, this does not suspend its payment obligation. The Customer remains in such event also obliged to accept and pay the other goods ordered.
- 27.6 If a complaint will be reported later, than the Customer shall not be entitled to repair, replacement or compensation.
- 27.7 If determined that goods are defective and in relation to that a complaint was timely made, then UNITED shall, at its option, replace or arrange for repair of the defective goods or pay a replacing compensation to the Customer, within a reasonable period after return or, if return is reasonably not possible, written notification in relation to the defect by the Customer. In the event of replacement the Customer is obliged to return the replaced goods to UNITED and provide ownership thereof to UNITED, unless UNITED indicates otherwise.
- 27.8 If it is determined that the complaint is unfounded, then the costs incurred for it, including research costs, on the side of UNITED for that, will be for the account of the Customer.
- 27.9 Upon expiry of the warranty period all costs for repair or replacement, including administration, shipping and travel costs, will be charged to the Customer.
- 27.10 In deviation from the statutory limitation periods, the limitation period for all claims and defences against UNITED and the third parties involved by UNITED for the performance of the Contract is 12 months after delivery.