

General terms and conditions 4 Light Technical Projects B.V.

Article 1. General provisions

1. These general terms and conditions are applicable to all agreements and all acts following from those between 4 Light Technical Projects B.V. (hereinafter: 4 Light) and you, the client.
2. Your terms and conditions expressly do not apply.
3. When a provision in these general terms and conditions is void or is declared null and void, all the other provisions continue to apply.
4. Should the provisions in the agreement entered into with you be inconsistent with the provisions of these general terms and conditions, the provisions from the agreement will rank before the provisions from these general terms and conditions.
5. In the interpretation of these general terms and conditions the Dutch text will prevail.

Article 2. When does an agreement exist?

1. When you are interested in engaging the services of 4 Light for a certain project, we will, depending on your preference, set up an online or face-to-face introductory meeting. Subsequently 4 Light will send you a plan of action (budget, requirements, facilities, planning and offer).
2. All offers by 4 Light are non-binding and will be valid for eight (8) days, unless the offer or agreement states otherwise. The offer is based on the information provided by you. If this information proves to be incorrect, 4 Light is allowed to revise the offer and the extra costs will be for your account. Measurements, weights, images, drawings, technical and/or chemical specifications, type, number, composition and quality, included in the offer, are approximations only.
3. When you agree to an offer, you will receive written confirmation of the assignment from 4 Light. This must be signed by you and returned to 4 Light within (7) days of being received by you.
4. The agreement will come into effect upon receipt of the signed agreement.
5. You cannot derive any rights from earlier offers by 4 Light or from promotional materials.

Article 3. Which general agreements apply regarding the execution of the project?

1. The agreed-upon term of delivery is not a strict deadline. The term of delivery will commence at the moment the agreement comes into effect, providing all the required information has been received and any desired payment security has been provided.
2. 4 Light organizes its activities autonomously and in this respect it conforms to instructions that were stipulated in advance and that are given by you. 4 Light is only required to work under the supervision of a third party if this was expressly stipulated in advance. This also applies if supervision is rendered mandatory on the basis of local legislation and regulations.
3. In the case of outdoor events, the agreement can be revised in the case of weather conditions that will lead to the project not being able to be executed safely. Judgement on this is reserved to 4 Light. In consultation parts of the project can be cancelled, 4 Light's team can be scaled up or the deployment of additional material and/or equipment can be required. This will solely be possible if 4 Light can provide extra capacity. In that case, 4 Light can bring the extra costs into account.
4. Should an event be rescheduled, 4 Light is permitted to change the price or withdraw the offer.
5. You must provide all the information 4 Light requires to carry out its activities correctly on time and in full. This applies in particular to the technical part (drawings and riders) of the contract entered into with the artist. You are responsible for this information being correct and up to date. Drawings must be accurate and match the situation at the location where the project will be carried out.
6. When this information relates to visual material, files and other data, these must comply with the specifications set by 4 Light.
7. 4 Light is not required to provide more data than expressly stipulated upon the conclusion of the agreement. This also applies if the said data must be provided on the basis of local legislation and regulations. If 4 Light decides to nonetheless provide the said data then it can pass the additional costs on to you. 4 Light cannot be held liable for the consequences if the provided information is not complete or does not comply with the imposed requirements.

Article 4. What obligations apply regarding the delivery of the material?

1. The objects leased or made available to you (hereinafter: "the material") will be delivered to you by 4 Light at the address specified by you or collected by you at the address specified by 4 Light (hereinafter: "the pick-up location(s)"). In the case of transport by 4 Light, you must ensure that the storage facility at which 4 Light must deliver the material, is accessible without hindrance or risk and that the provisions set out in Article 7 paragraph 1 under j are met.
2. The party taking care of transport is responsible for the use of the correct means of transport and accessories (e.g. wooden crates, air bags, sealing material).
3. The material must at all times be transported in closed box trailers. The use of curtain-sided trailers (*Tautliners*) is not permitted.
4. If material needs to be transported by airplane, the following obligations apply:
 - the landing and take-off slots must be communicated at least ten (10) days before departure;
 - per 10 m³ material one (1) roll of sealing foil must be made available on location by the client three (3) days before departure.
5. The costs of delivery, including packaging, transport and transport insurance are for your account.

Article 5. What obligations apply regarding travel and accommodation of employees and subcontractors?

1. You pay for and arrange accommodation (4 **** hotel rooms including parking, Wi-Fi and breakfast), airplane tickets, transport to and from the airport and luggage (2 x 23 kg per person + 7 kg hand luggage) for the entire 4 Light team according to 4 Light's planning.
2. The costs for travel to the airport of departure will be passed on if this journey amounts to more than 90 kilometres, calculated from 4 Light's offices in Breda. Parking costs incurred at the airport of departure will at all times be borne by you. These costs will be settled on the basis of subsequent calculation.
3. 4 Light determines the flight times of employees and subcontractors. This can result in more expensive air carriers or flights than if you were to determine this.
4. For flights of six (6) hours or longer Economy Comfort Class tickets must be booked. If this class is not available, a higher class must be booked.
5. On the day of arrival, no activities will be carried out. If you nevertheless request this and 4 Light agrees to this, all tickets must be converted to Business Class tickets.
6. You must ensure requests for visas have been made on time and/or the invitation for visas are delivered. These must at all times be business visas (tourist visas or other visas are not permitted). Visas must be fully in order ten (10) days before the departure of all employees and subcontractors. The costs for this are for your account.

Article 6. What are your obligations to check?

1. You are obliged to check and inspect the material directly upon taking receipt of it and to inspect the activities directly upon execution (during the first sound check or rehearsal prior to the event).
2. Any inconveniences, shortcomings or defects must immediately and in any case within two (2) hours be reported in person or by telephone to 4 Light. Without such a report the material in question will be deemed to have been delivered and the activities will be deemed to have been carried out without damage, defects or shortcomings and it will be assumed that 4 Light delivered in accordance with the agreement.
3. Complaints regarding not directly visible shortcomings and/or defects must immediately (within twenty-four (24) hours) after having been discovered be reported in writing to 4 Light so that 4 Light is able to investigate the complaint and if necessary carry out repairs.
4. When you report in a timely fashion that the material does not meet the agreement, 4 Light will within the shortest possible period of time carry out the necessary repairs. When the material does not meet the agreement but this is a result of your acting contrary to the agreement, the costs of these repairs will be brought for your account.

5. If 4 Light has made an analysis or provided advice on the basis of your information, you are obliged to go through the contents of this thoroughly. If there is an inaccuracy or a shortcoming in the analysis or the advice (equipment, materials, personnel, planning, calculations, drawings, data sheets), which could have been noticed by you, you must inform 4 Light of this within two (2) weeks of receiving the analysis or the advice. Analyses and advice provided by 4 Light may not be used for any other purpose than that for which they were drawn up and provided.

Article 7. What must you ensure regarding the location?

1. You must ensure that:
 - a. 4 Light is given access at the (working) hours given advance notice of to the place(s) the activities will be carried out in. The place(s) and access must comply with the statutory safety requirements and other public regulations;
 - b. 4 Light will be informed on the location of cables, wiring, pipes etc., all in the broadest sense;
 - c. 4 Light can work safely in all the places belonging to the area of activity (floor pressure, subsurface) with the machines that will be employed for this, unless expressly indicated in writing on which part of the area of activity work cannot be carried out;
 - d. 4 Light is on time provided with any required information and approvals (such as permits, exemptions and decisions). You will consult on this with 4 Light if needed;
 - e. activities by third parties have been completed before 4 Light starts on its activities, so that 4 Light can perform the activities unimpeded. If this is not possible, you will ensure the coordination on the location is carried out in an effective manner;
 - f. 4 Light within a reasonable amount of time (at least five (5) days) before the date on which according to the agreement the activities will start, is informed should 4 Light not be able to carry out the activities at the agreed time;
 - g. 4 Light can on time dispose over sufficient opportunity for supply, storage and/or disposal of materials and tools;
 - h. the place(s) where the activities will be carried out must be free of excess materials etc.;
 - i. 4 Light can dispose over possibilities for connection regarding any required power, such as electricity, gas, water etc. The energy costs will be for your account;
 - j. the site includes sufficient covered storage options for the storage of equipment and that the place where 4 Light's equipment, materials etc. must be stored or kept must be such, that damage or unlawful appropriation in whatever form cannot take place. This means that the equipment must be kept at a site that is locked and under 24-hour surveillance;
 - k. sufficient facilities are available for the collection of (construction) waste;
 - l. 4 Light can make use of any in reasonableness desired additional facilities, without costs being attached to this for 4 Light.
2. When 4 Light and third parties engaged by 4 Light within the scope of the agreement carry out activities on location, you will at no extra cost take care of the in reasonableness desired facilities for these persons, such as:
 - a. parking facilities;
 - b. parking exemptions for loading and unloading;
 - c. food and drink (healthy and nutritious, French cuisine or international standards, and vegan/vegetarian options) at the usual break times and during night shifts;
 - d. an office with four (4) work spaces, furnished and lockable with air-con and heating;
 - e. a reliable power supply with earthing in accordance with NEN¹ standard 1010 and with linked earthing between stage, office, constructions, dressing rooms, VIP Decks (50 Mbit/s UP&DOWN) and technical spaces;
 - f. internet (at least 50 Mbit/s without data limit, both via cable and Wi-Fi);
 - g. hot and cold water, hand soap, sufficient towels;
 - h. lockable storage space for personal effects.

Should these facilities not be available, 4 Light will send you an invoice for the costs for these facilities separately. Regarding food and drink, a standard amount per person of € 50 per day will be held to.

Article 8. What are cost-increasing circumstances?

1. Should you not or not on time meet the obligations you have on the basis of these general terms and conditions or the agreement, 4 Light will be entitled to suspend the performance of the agreement until such time as you have met your obligations. The costs in connection with the suffered delay, or the costs for the carrying out of extra activities will be for your account.
2. You accept that the level of the costs can be influenced when parties decide to make changes to approach, time, procedure and/or size regardless of which party was the cause of this (additional work). Costs for additional work will be recorded in writing and brought for your account separately.
3. In addition, 4 Light is entitled to compensation in the case of cost-increasing circumstances which did not need to be taken into account when the agreement came into existence, that cannot be attributed to 4 Light and/or that influence the costs of the work. This applies to among other things extra customs fees, import costs, checks for explosives and other checks, export costs, costs for loading and unloading, and transfer costs. If 4 Light is of the opinion that such circumstances take place or have taken place, 4 Light will inform you on this as soon as possible in writing or electronically.

Article 9. Use, return and repair material to its original state

1. You will solely use the material for the purpose agreed to and in accordance with the operating and safety instructions provided by 4 Light.
2. Without written permission from 4 Light it is not permitted to:
 - move the material to another location than that which was agreed upon;
 - give the material to third parties to use, make available or sublease;
 - make changes, of whatever nature, to the rented or made available items and/or decorate these items and/or (for instance with stickers) cover these or change them or their appearance in any other way.
3. If 4 Light has expressly provided permission for the making of changes to the material, all costs connected to bringing these items back into their original state are for your account.
4. You will at the agreed time make the material, as received in its original state, in a good technical condition and outward appearance, available to or deliver to 4 Light.
5. The time of return is the time at which 4 Light has received all the material in good and complete order.
6. From the time of the departure of the material from the agreed 4 Light pick-up locations until the time at which the material is once again at the pick-up locations in question, all risks, among them theft, fire, misappropriation, loss, vandalism, damage to the natural environment, to the material come for your account, even when it is not a case of intent or negligence.
7. Transit only commences at such time you have produced proof of transit and equipment insurance (comprehensive insurance) for the entire period. This insurance must meet at least the following conditions:
 - double cover must be accepted (material already comprehensively insured by the owner of the material must be covered by the insurance);
 - the insurance must cover the value when new (replacement value is insufficient).
8. If material is for whatever reason returned late (for instance, customs formalities upon return), a default penalty is due. The amount of this penalty is 10% of the total rental fee of the items per day. Should the costs for 4 Light be higher than this penalty, 4 Light will specify these costs and 4 Light will be permitted to pass on the costs actually incurred.

¹ NEN = the Royal Netherlands Standardization Institute. For more information, see: <https://www.nen.nl/en/>

Article 10. How do you pay for the products/services of 4 Light?

1. The agreement includes a payment schedule. On or after reaching the instalment 4 Light will send you the progress invoice. The turnover tax due will be listed separately. Fuel for machines, light towers and generators will be invoiced on the basis of subsequent calculation.
2. You must pay all invoices in accordance with the payment schedule included in the agreement.
3. 4 Light is permitted to adjust the payment conditions applicable to you should your financial position or payment record give occasion for doing so.
4. Should you not pay within the agreed period, you will immediately be in default of payment and from that moment on you will from the due date of the invoice owe the statutory commercial interest rate. You will also have to pay all of 4 Light's (extra)judicial collection costs. These costs will in any case amount to 15% of the principal sum with a minimum of € 150.
5. Do you have an objection to the invoice? Then you must inform 4 Light of this in writing within seven (7) days of the invoice date. If you do not do so, the invoiced amount will apply as acknowledged.

Article 11. What are your costs in the event of cancellation and when and how does the agreement end?

1. If you cancel the agreement, you must reimburse the costs 4 Light will have to make due to this and the costs 4 Light has already made (including lost profits) with a minimum not subject to judicial mitigation as included in the graduated scale provided below:
 - a. in the case of cancellation between signing the order confirmation and up to thirty (30) days before the start of the production period: 50% of the offer;
 - b. in the case of cancellation longer than five (5) days and shorter than thirty (30) days before the start of the production period: 75% of the offer;
 - c. in the case of cancellation five (5) days or shorter before the start of the production period: 100% of the offer.

By 'start of the production period' is meant the time of departure of the material from the agreed-upon pick-up locations. If only services by personnel will be carried out, this is the time at which employees and subcontractors leave for the location. If no travel time is involved, the start of setting up applies. This time is set out in the offer.
2. The compensation regarding cancellation is payable irrespective of the reason for the event being cancelled. For instance unforeseen circumstances and compulsory cancellation due to government measures. This will at all times be for your risk.
3. 4 Light is permitted to immediately, without informing you in advance, suspend or completely or in part terminate the agreement, if:
 - a. you do not meet your obligations (on time) as set out in the agreement and/or refuse to provide payment security;
 - b. you act contrary to agreements made with the artist (by e-mail or in the contract) or make the intention to do so known to 4 Light;
 - c. a situation of liquidation exists, (provisional) suspension of payment, a guardianship order, debt restructuring or shutdown, winding-up or complete or partial transfer of your business or death;
 - d. you do not provide information on time. This can relate to (practical) information, documents and/or drawings. The time of delivery can be specified in the agreement, the intake document or the project schedule or have been agreed by e-mail.

Aside from this, 4 Light has the right to itself claim compensation and/or payment. If one of these circumstances arises, you will immediately be in default.

Article 12. When is it a case of force majeure and what consequences does this have?

1. Force majeure means there are circumstances due to which 4 Light cannot, cannot on time or cannot properly meet its provision of services and/or deliver its products, without 4 Light being at fault. If it is a case of force majeure, there is no attributable breach on the part of 4 Light.
2. Force majeure is for instance: fire, theft, wilful damage, a riot, industrial action, a sit-down strike, disruption of operations, war, threat of terrorism, severe weather, situations of actual inaccessibility of the work place, (government measures due to) epidemic or pandemic, regulatory changes, and failure to perform by one of 4 Light's suppliers.
3. When there is a situation of force majeure, 4 Light is permitted to suspend the performance of the agreement or (partially) terminate the agreement without having to pay compensation to you for this.
4. If the force majeure continues for longer than sixty (60) consecutive days, you are permitted to terminate the agreement in writing. 4 Light does not owe you compensation.

Article 13. Competition

1. It is not permitted to take employees of 4 Light or subcontractors who have worked for you via 4 Light into your employment or have them work for you in any other way within three (3) years after the conclusion of the cooperation (or: after the conclusion of the last project carried out).
2. Are you in contravention of these agreements? In that case, you owe an immediately due and payable and not subject to judicial mitigation penalty of € 5000 to 4 Light.

Article 14. Intellectual property rights

1. You may not communicate 4 Light's work to the public or reproduce it, unless 4 Light provides you with permission to do so. 4 Light owns the copyright on all works produced by it or on its behalf.
2. You will remain the owner of the documents you have provided 4 Light access to.
3. You will permit 4 Light to affix brand marking and advertisements to the work site or to the work and to work in their own work clothing displaying company logos or statements.
4. 4 Light is permitted to make photos and videos of the work and to use these for promotional purposes (e.g. publication on the website and on social media channels).
5. All intellectual property rights including, but not restricted to, copyright, trademark rights and database rights, on the information, texts, images, logos, photos and illustrations on the website and on the layout and design of the website belong to 4 Light and/or its licensors. You may not infringe that copyright, which includes making copies of the website other than technical copies needed for use of the website.

Article 15. Who is liable for what?

1. The total liability of 4 Light each time remains limited to the amount or amounts to which the business liability insurance taken out by 4 Light provides entitlement to.
2. If for whatever reason no payment under the terms of the aforementioned insurance takes place, all liability following from whatever ground of action remains restricted to the invoice amount of the assignment excluding turnover tax, or that part of the assignment to which the liability is related.
3. The limitations set out in the above paragraphs do not apply, if it concerns damages due to intent or deliberate recklessness.
4. 4 Light has no influence on customs formalities. Therefore 4 Light cannot specifically be held liable for damages due to the material being held by customs leading to (part of) an act or a show not being able to go ahead.
5. 4 Light cannot specifically be held liable for damages due to failure of material (whether or not made available by third parties) or mistakes by employees or subcontractors, with the exception of intent or deliberate recklessness. You can take out event insurance for this.
6. All material that is made available or specified by you or by third parties, must at all times be in a good condition and be accompanied by a valid and up-to-date safety report. You must ensure an adequate insurance regarding this material. All risks regarding the material as set out in Article 9, paragraph 6, including theft, damage and vandalism, will be for your account.
7. Damages such as trading loss and/or business interruption loss, consequential loss, loss of turnover and/or loss of profits, personal injury, loss of production or decrease in value of products is excluded from compensation.
8. If a third party claims compensation for damages from you, you cannot pass this claim on to 4 Light.
9. The provisions in this article also apply to the transport of products within the scope of the performance of the agreement between you and 4 Light.

10. Every liability for 4 Light expires when you do not within one (1) year after the material was delivered or the activities were carried out report the shortcoming and if you do not notify 4 Light of this in writing within one (1) month after the discovery of the (possible) shortcoming.

Article 16. Confidential information and personal information

1. Parties undertake not to disclose any confidential information they receive regarding the business of the other party. This also applies to any third parties that are engaged.
2. Information is confidential if one of the parties designate it as such.
3. If 4 Light is controller within the meaning of the Algemene Verordening Gegevensbescherming² (hereinafter: GDPR³), the following provisions apply:
 - a. 4 Light is responsible for the protection of personal data required by 4 Light in order to correctly draft and perform the agreement.
 - b. 4 Light processes personal data with the greatest possible decency and care and in accordance with the GDPR.
 - c. 4 Light will use the personal data solely in so far as this is required to be able to be of service to you. The personal data will not be stored for longer than is statutorily permitted or necessary in order to meet the obligations set out in the agreement.
 - d. 4 Light will take technical and organizational measures to guarantee an appropriate security level with regard to the personal data, taking into account the latest technical knowledge and the nature of the processing.
4. If you wish to claim one or more rights that you have on the basis of the GDPR, such a request can be submitted in writing via office@4lighttechnicalprojects.com. 4 Light will take up this request within the statutory time limit.
5. 4 Light will solely provide your personal data to third parties if this is necessary for the performance of the agreement or to comply with a statutory obligation. Should 4 Light provide your personal data to a third party for any other reason, 4 Light will be responsible for a lawful processing of these personal data.

Article 17. Complaints and disputes

1. Are you dissatisfied with our service? We would appreciate it if you would let us be the first to know so that we can deal with your complaint. To ensure we handle your complaint properly, the complaint must be reported to 4 Light within one (1) month of your having become aware of the complaint.
2. If nevertheless a dispute should arise, you must apply to the competent court, which is the District Court of Oost-Brabant in The Netherlands. The option of bringing court proceedings will lapse one (1) year after the cause of the dispute arose.

Article 18. Applicable law

All agreements and these general terms and conditions and the acts following from them, are exclusively governed by Dutch law.

² In English: General Data Protection Regulation (GDPR)

³ In Dutch: AVG