



GENERAL TERMS AND CONDITIONS GOVERNING THE HIRING OUT OF AUDIO-VISUAL EQUIPMENT BY AVEX B.V. OF BREUKELEN, THE NETHERLANDS

1. Scope of application of these terms and conditions
 - 1.1 These terms and conditions shall apply – to the exclusion of any other party's terms and conditions – to the hiring out of any audio-visual equipment by AVEX B.V. of Breukelen, hereinafter referred to as 'AVEX', as well as any related agreement or action for the purposes of either preparation or performance, such as quotations, confirmation of orders, and deliveries in so far as is not derogated from what is stipulated in these terms and conditions in any framework and/or supplementary agreement that may be entered into by the relevant parties.
 - 1.2 For the purposes of what follows 'hirer' is deemed to refer to any person to whom AVEX makes an offer to hire out audio-visual equipment, or with whom AVEX enters into an agreement to hire out such equipment.
 - 1.3 Any other terms and conditions shall only apply in so far as AVEX explicitly consents to same in writing and shall only apply in respect of the relevant agreement(s).
 - 1.4 In the event that any provision of these general terms and conditions is invalid for any reason whatsoever, the rest of them shall continue to apply. The parties shall then negotiate the substance of a new provision, which shall approximate that of the original provision as closely as possible.
 - 1.5 AVEX reserves the right to amend or supplement these general terms and conditions. A hirer shall be notified in writing of any amendment or addendum. In the event that a hirer finds himself in a more unfavourable position as a result of an amendment, he may cancel the relevant agreement towards the date on which the new terms and conditions are due to come into effect within fourteen (14) days after being notified of the amendment.
 - 1.6 These general terms and conditions shall be lodged with the District Court of Utrecht in the Netherlands.
2. Conclusion of an agreement
 - 2.1 A hirer may make a booking with AVEX by telephone, in electronic form or in writing, following which AVEX shall send him written or electronic confirmation, which shall be deemed to constitute an agreement. The relevant equipment, fee, and place and time of delivery shall be stipulated in that agreement. Such an agreement shall be deemed to constitute an additional agreement under the terms of a framework agreement, where the parties have entered into such a framework agreement.
 - 2.2 Delivery can only be guaranteed, if a booking is made no less than two (2) working days before the required date of commencement. In the case of a shorter order period AVEX shall do all in its power to honour this but will not be able to guarantee delivery, unless it explicitly confirms otherwise.
3. Term of agreement and extension
 - 3.1 The rental period shall be stipulated in the relevant agreement. In the absence of the latter, a rental agreement shall be deemed to have been concluded for a term of which AVEX notifies the relevant hirer in some other way.
 - 3.2 The term of an agreement may be extended at the relevant hirer's request, provided that the equipment which AVEX has hired out to the hirer is available during the period of the extension that is sought. A request for an extension must be submitted to AVEX no less than two (2) working days prior to the expiry of the agreed rental period, following which AVEX shall issue written or electronic confirmation. In this case the rental agreement shall apply with regard to the period stipulated in such confirmation and shall be extended subject to identical terms and conditions, unless explicitly stipulated otherwise in that confirmation.
4. Cancellation

In the event that an order is cancelled up until two (2) working days prior to the date of performance, AVEX shall be entitled to charge for the costs that it actually incurs. Cancellation may not occur at a later stage. In this case the hirer shall have a duty to pay the agreed rental.
5. Fees

The fees quoted in AVEX's most recent hire catalogue shall apply and those fees shall be charged in accordance with what is stipulated in that respect in the relevant agreement. In the event that nothing is stipulated in relation to fees in an agreement, the fees listed in AVEX's most recent hire catalogue shall be charged. In view of the rapid development and complexity of the various types of equipment, not all articles are mentioned in the hire catalogue. Where an item is requested which is not mentioned in the hire catalogue, a fee shall be set in advance. AVEX shall send a hirer its most recent hire catalogue on request.
6. Terms of payment and other conditions
 - 6.1 Quotations shall be presented exclusive of VAT.
 - 6.2 Payment must be effected by the deadline stipulated on the relevant invoice. This deadline must be deemed to be material.
 - 6.3 In the event that payment is not effected by the deadline, the hirer shall be liable for interest at the rate of 1% of the balance due on the first day of each month in respect of every month or part thereof as of the date by no later than which payment should have occurred until that on which it occurs in full. In the event that AVEX needs to incur expenses to secure the collection of any debt, the hirer shall be fully liable for them both judicially and extrajudicially.
 - 6.4 Any payment made by a hirer shall always cover all of the interest and costs that are owed and then those invoices which are and have been due the longest, even if the hirer mentions that it pertains to a subsequent invoice. This shall not affect AVEX's power to allocate a payment for other purposes.
 - 6.5 In the event that an invoice is paid by the stipulated deadline, the credit reduction charged on the relevant invoice may be deducted from the total amount. In the event that payment is not effected by the stipulated deadline, the relevant hirer shall be liable for the credit reduction stipulated on the invoice.
 - 6.6 Any special or expensive packing materials, such as crates, winches and the like shall be charged for but shall nevertheless be taken back in return for the amount charged, provided that those packing materials are returned to AVEX by the relevant hirer by no later than within fourteen (14) days following delivery and are received undamaged.
 - 6.7 In the event that prices change after an agreement is concluded, where it is agreed that delivery is to occur more than three (3) months after an agreement is concluded, AVEX shall be entitled to incorporate them in its fee.
7. Delivery

Delivery shall depend on the relevant hirer's requirements. Audiovisual equipment can be delivered, installed and collected anywhere as required. In the event that no technical support is requested, the relevant equipment shall be handed over upon delivery and must be signed for upon receipt. A person authorised by the relevant hirer must be present at the place of delivery at the agreed time for this purpose. Any equipment must be complete and present at the agreed place and time for the purposes of collecting it.
8. Condition and use of any audiovisual equipment that is hired
 - 8.1 A hirer shall be deemed to have received any audiovisual equipment that he hires in good condition and shall be expected to keep and return it in that condition following the expiry of the rental period. The hired equipment must be used in accordance with its designated purpose and subject to any directions that may be issued by AVEX.
 - 8.2 Given the nature of a rental agreement and the equipment governed by it, a hirer shall be required to notify AVEX of any complaint concerning damage due to transport, a shortfall and/or a visible defect within two (2) hours after it has been issued or delivered, on pain of the extinction of any possible claim for repairs, replacement or a refund of the rental.
 - 8.3 In the event that a hirer is unable to use the rented equipment during the rental period due to any circumstances whatsoever, he shall still have a duty to pay the agreed rental.



9. Hirer's obligations
 - 9.1 A hirer shall at all times have a duty towards AVEX to use the rented equipment, to look after it properly and to do and/or omit doing all that is required for this purpose.
 - 9.2 In the event that a hirer fails to comply with this duty towards AVEX the latter shall be entitled to take back the rented equipment immediately, and that hirer shall have a duty to allow AVEX to do so forthwith, so as to enable AVEX to take it back. Furthermore, the hirer shall have a duty to compensate AVEX. Nevertheless, this shall not affect the hirer's ongoing duty to pay AVEX the full rental agreed for the rented equipment irrespective of whether AVEX has taken it back (or done so previously).
10. Timely return
 - 10.1 Any audiovisual equipment that is hired must be returned to AVEX by 9 am on the day following that on which the relevant rental agreement is scheduled to expire. The date and time of its return shall be recorded with the aid of a receipt to be supplied by AVEX.
 - 10.2 In the event that the relevant equipment is not returned on time, the agreed daily rental shall be charged for every day that it is late (on a *pro rata* basis) plus a penalty, not susceptible of mitigation, of EUR 100.00 for every piece of equipment per day.
 - 10.3 In the event that audiovisual equipment is returned late, the relevant rental agreement shall be extended automatically and the provisions of that agreement and these general terms and conditions shall continue to apply.
11. Late return, and insurance
 - 11.1 In the event that a hirer fails to return any equipment (or to do so on time), he shall be liable to provide AVEX with compensation amounting to the equivalent of the replacement value of the rented equipment, unless a corresponding amount of compensation is paid out to AVEX under the insurance referred to below.
 - 11.2 AVEX shall take out all-risk insurance for the rented equipment in accordance with the 1976 *Nederlandse Beurs-Goederenpolis* [Dutch Bourse Cargo Policy] and Clause G.13 providing current market value cover and also in accordance with the *Bijzondere Voorwaarden van Transport Contract Verzekering* [Transport Insurance Contract Special Terms and Conditions] (Model TC1992-A), free of capture and seizure, and subject to an excess.
 - 11.3 The insurance referred to in Article 11.1 shall not cover:
 - breaking into a vehicle parked in the open, unless it is fitted with a certified alarm system that has been activated; as well as
 - loss or damage due to fraud or embezzlement committed by a hirer or any other party who uses the relevant equipment at the hirer's behest or had access to it in some other way; and/or
 - any other deliberate or intentional failure on the part of the hirer to return the rented equipment without a valid reason.
12. Hirer's liability for loss or damage
 - 12.1 A hirer shall be liable towards AVEX for any damage to the hired equipment and shall accordingly have a duty to provide AVEX with compensation amounting to no more than the equivalent of the replacement value of the hired equipment, unless corresponding compensation is paid out under any insurance which AVEX has taken out under the terms of Article 11.2 above.
 - 12.2 In the event that any damage caused to the hired equipment is of such a nature that it is no longer possible to repair it, that damage to the equipment shall be deemed to constitute the equivalent of 90% of its selling price based on AVEX's sales catalogue at that point in time – irrespective of whether either party is able to prove that such damage actually amounted to more or less than that – and this determination shall be binding on the parties now already.
 - 12.3 In the event that any damage caused to the hired equipment is of such a nature that it is possible to repair it, that damage shall be deemed to constitute the equivalent of the number of days required to repair it based on advice provided by AVEX multiplied by the rental applicable for that equipment – irrespective of whether either party is able to prove that such damage actually amounted to more or less than that – and this determination shall be binding on the parties now already.
 - 12.4 Notwithstanding the foregoing, the hirer shall be liable for any direct or indirect loss suffered as a result of the fact that AVEX will no longer have the relevant equipment at its disposal for a specific period of time, which includes any loss suffered by a third party.
 - 12.5 The hirer shall not be liable for any damage caused to the equipment or any consequential loss suffered by AVEX due to the disruption of its business, provided that the equipment was installed and operated by AVEX pursuant to an agreement.
13. AVEX's liability
 - 13.1 AVEX's liability in relation to any audiovisual equipment which it hires out shall be confined to the rental payable for that hired equipment.
 - 13.2 Under no circumstances shall AVEX be liable for any indirect loss in relation to any equipment which it hires out, which includes consequential loss, loss of earnings, foregone savings or any loss due to the disruption of business.
 - 13.3 In all cases AVEX's liability shall be confined to no more than the amount which is deemed payable under its insurance as the case may be.
 - 13.4 The foregoing limitations shall not apply where such loss is due to any deliberate act or omission, or wilful recklessness on the part of AVEX.
14. Transport prohibition

A hirer may not transport any hired audiovisual equipment or arrange for it to be transported without AVEX's written consent other than to deliver it to AVEX.
15. Bond
 - 15.1 AVEX may require a bond from a hirer as a condition for entering into a hire agreement, the amount concerned being stipulated in that agreement.
 - 15.2 Such bond less any loss and/or penalty payable by the relevant hirer shall be refunded to the latter by no later than two (2) weeks after the equipment in question has been returned to AVEX.
16. *Force majeure*
 - 16.1 In the event that AVEX is prevented from executing an agreement (or continuing to do so) as a result of *force majeure* of a permanent or temporary nature, AVEX shall be entitled to cancel all or part of the relevant agreement by means of a written notice to this effect or to suspend its further execution without having any duty to provide compensation, subject to AVEX's right to receive payment from the relevant hirer for any performance that it has already effected. Where it suspends execution, AVEX shall remain entitled to cancel all or part of the relevant agreement.
 - 16.2 *Force majeure* is deemed to include any circumstances as a result of which AVEX is permanently or temporarily unable to comply with its duties, such as (but not confined to) an industrial strike affecting its suppliers, unforeseen transport difficulties, fire, unforeseen government measures, a disruption of business affecting it or its suppliers, as well as any unforeseen default of performance on the part of its suppliers as a result of which AVEX is unable to comply with its obligations towards a hirer (or is no longer able to do so).
17. Governing law and competent court of law
 - 17.1 These general terms and conditions and any agreement concluded pursuant to it shall be governed by and construed in accordance with the law of the Netherlands.
 - 17.2 Any dispute arising pursuant or in relation to these general terms and conditions and any agreement concluded pursuant to it shall only be brought for adjudication before a competent court of law in the district of Utrecht, unless AVEX – acting in its capacity as the plaintiff – elects in favour of a court of law in some other district.

Thus established by AVEX B.V. in September 2006 and filed at the registry of the Court of Utrecht under document number 237/2006.