THE ART OF LIGHT

The Art of Light B.V.
Stirlingweg 12
5466 AV Veghel
The Netherlands

+31 85 020 18 12
info@theartoflight.nl
www.theartoflight.nl

KVK/COC 60970448
BTW/VAT NL854142204B01
IBAN NL95RABO0114343594
BIC RABONL2U

GENERAL TERMS AND CONDITIONS

The general terms and conditions of The Art of Light B.V. (Chamber of Commerce no. 60970448), further referred to as "The Art of Light", with its registered office at Stirlingweg 12, 5466 AV Veghel, the Netherlands.

Article 1. Definitions

1. The Art of Light: the party performing (advisory) work and/or services regarding (the design of) light and/or light shows based on these terms and conditions;
2. The client: the natural person or legal entity for whom The Art of Light performs work or provides services based on these terms and conditions and/or with whom The Art of Light is in negotiation about the conclusion of an agreement;
3. Agreement: any agreement concluded between The Art of Light and the client.
4. Work: all work specified in the contract confirmation in the widest sense of the word, mainly in the area of lighting and light shows.
5. Advice: any instruction, advice and/or recommendation, all in the widest sense of the word, provided by The Art of Light to a client under an agreement. No rights may be derived from an advice.
6. Design: the designing of a lighting installation and/or light show and a lighting system supplied by The Art of Light for a show in the widest sense of the word.

Article 2. Applicability general terms and conditions

1. These general terms and conditions shall apply to all offers, quotations, agreements and work of The Art of Light.
2. The applicability of the general terms and conditions used by the client, under whichever name, is expressly excluded.
3. Derogations from, exceptions to and additions to these general terms and conditions shall only be binding in the event they were accepted by The Art of Light expressly and in writing and only apply to that offer or quotation and/or agreement under which they were made.
4. These terms and conditions shall also apply to subsequent contracts with a client.

Article 3. Quotations and prices

1. Quotations issued by The Art of Light are entirely non-binding and valid up to 14 days of their date, unless expressly stated or agreed otherwise in writing.
2. Unless stated otherwise, all quotations are subject to price changes.
3. Unless stated otherwise, our prices are:
    a. stated in euros, any policy changes will be charged on;
    b. excluding value added tax (VAT) and/or any other government levies, unless stated otherwise;
    c. based on the purchase prices, wages, labour costs, freight costs and all other costs that apply when the quotation is issued;
    d. including rights.
4. The Art of Light has the right to adjust its prices immediately when purchase prices increase. The client has the right to cancel the agreement in the event of a price increase of more than 10%. The cancellation must take place within 7 days of the price increase having become known to the client.
5. When The Art of Light makes use of images, these are a true representation of the equipment offered, unless stated otherwise. Obvious oversights or mistakes in the quotation shall be non-binding to The Art of Light.
6. All applicable information on the equipment/products is stated in The Art of Light's offer/quotation. Every offer contains such information that rights and duties connected to acceptance of the offer are clear to the client.

THE ART OF LIGHT

The Art of Light B.V.
Stirlingweg 12
5466 AV Veghel
The Netherlands

+31 85 020 18 12
info@theartoflight.nl
www.theartoflight.nl

KVK/COC 60970448
BTW/VAT NL854142204B01
IBAN NL95RABO0114343594
BIC RABONL2U

Article 4. Conclusion of agreement

1. An agreement shall only be concluded if a quotation is signed and returned by mail or agreement on by e-mail and/or the contract is confirmed by The Art of Light. The start of the actual performance of the work by The Art of Light may also constitute an agreement between The Art of Light and the client. And an agreement may also be concluded in writing or via e-mail.
2. The content of the contract comprises everything which has been agreed between the client and The Art of Light and is provided as described in the quotation.
3. Written notification within 7 days of the date of the contract confirmation by The Art of Light is required in the event of any inaccuracies or inaccuracies as alleged by the client in this contract confirmation. Once this period has lapsed, the client is deemed to have agreed to the way of concluding the agreement or the to the contract confirmation.
4. Any agreements or adjustments made later, as well as any verbal agreements and/or commitments made on behalf of The Art of Light, shall only be binding to The Art of Light if confirmed by The Art of Light in writing.
5. Any work and/or supplies for which according to their nature and scope no contract confirmation is sent, the contract confirmation shall be derived from the work having started.
6. The Art of Light has the right to demand certainty from the client, at the time of entering the agreement or after the agreement has been entered into, that both the down payment obligation and all other obligations shall be fulfilled, before any (further) performance.
7. The Art of Light has the power not to accept the contract, in which case they will inform the client.
8. The Art of Light has the right to have the work for a client performed by a third party.

Article 5. Price and payment

1. The client is deemed to be familiar with the (hourly) rates applied by The Art of Light and to agree to them.
2. The Art of Light applies a 14-day payment term for its invoices, unless expressly otherwise agreed in writing.
3. The Art of Light may demand (partial) payment of an invoice from a lessee before The Art of Light proceeds to supply the equipment to the lessee.
4. Payment by the client shall take place without any rebate or setoff, or whatever it may be called, unless expressly otherwise agreed in writing.
5. In the event the client fails to timely pay the invoice to The Art of Light, the client legally is in default without any notification, reminder or notice of default from The Art of Light being required. In that case the client shall owe The Art of Light the commercial interest (under Section 6:119a Dutch Civil Code) from the date of default, with a part of the month counting as a whole month.
6. Payments made by the client shall firstly serve to pay any costs and interest owed, secondly to pay the oldest invoices due, even if the lessee designates the payment to be for a later invoice.
7. The Art of Light shall have the right to be compensated for any costs related to the collection of its claim(s) on the client. The Art of Light shall have the right to immediately pass on its claim for an unpaid invoice to a third party for debt collection. Any (extra)judicial costs to arrive at debt collection expressly are wholly for the account of the client. The extrajudicial costs are based on the Extrajudicial Collection Costs (Standards) Act and the accompanying decree.
8. The Art of Light shall have the right to suspend any work under concluded agreements until the moment the client has fulfilled his obligations to The Art of Light.

The Art of Light B.V.
Stirlingweg 12
5466 AV Veghel
The Netherlands
+31 85 020 18 12
info@theartoflight.nl
www.theartoflight.nl
KVK/COC 60970448
BTW/VAT NL854142204B01
IBAN NL95RABO0114343594
BIC RABONL2U

Article 6. Cancellation

1. In the event of a cancellation of the agreement due to causes on the part of the client, the client shall be obliged to pay all reasonable costs incurred by The Art of Light and to pay all financial consequences for The Art of Light due to the non-performance of the agreement. Customer will then owe the following compensation:
    a. 25% of the net amount, if the cancellation takes place between the 59th and 30th day before the time on which the rented equipment made available;
    b. 50% of the net amount if the cancellation takes place between the 29th and 10th day before said time;
    c. 75% of the net amount if the cancellation takes place between the 9th and 2nd day before said time;
    d. 100% of the net amount if the cancellation takes place within 24 hours of said time.

Article 7. Contract performance

1. The Art of Light shall endeavour to perform the work provided to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship. The Art of Light shall perform the contract properly, thoroughly and in accordance with the provisions of the agreement.
2. The Art of Light determines the way in which and by whom the contract/work will be performed. The Art of Light shall have the right to have the contract performed for the client by third parties without notification to and without permission of the client.
3. The Art of Light shall be obliged to point out what is obvious on the face of it and what isrelevant to the client:
    a. inaccuracies in the work assigned;
    b. inaccuracies in the work methods and light construction(s) required by the client;
    c. inaccuracies in the information provided by or in behalf of the client;
4. If work was performed during the contract for the client's job or company, which was not part of the work as agreed in the contract confirmation, on the basis of the related notes in The Art of Light's books, this work is considered to have been performed under an occasional contract of the client.
5. If changes in laws and/or regulations by the government result in an adjustment of the service, such adjustments shall automatically be part of the agreement. The Art of Light shall have the right to charge any related direct and indirect additional costs to the client. In the performance of the contract, The Art of Light shall observe the regulations applicable as are in effect at the time of the performance of the work.
6. The Art of Light participates in the implementation of the work the subsequent applicable regulations are met, as they are enacted or substantively enacted at the time of conducting the work.
7. The Art of Light shall not have the right to use any information provided by the client for a different purpose than for which it was obtained. An exception to this is only made if The Art of Light acts in its own behalf in civil or criminal proceedings whereby these documents may be of interest.
8. The Art of Light may provide a light operator for a (light) show.

The Art of Light B.V.
Stirlingweg 12
5466 AV Veghel
The Netherlands
+31 85 020 18 12
info@theartoflight.nl
www.theartoflight.nl
KVK/COC 60970448
BTW/VAT NL854142204B01
IBAN NL95RABO0114343594
BIC RABONL2U

Article 8. Rights and duties of the client

1. The client is held to timely provide all data and documents required by The Art of Light, or of which the client reasonably knows they are required for the correct performance of the contract granted, in the right form and the required way.
2. The client shall vouch for the correctness, completeness and reliability of the data and documents provided to The Art of Light, also if they are from third parties, to the extent not otherwise apparent from the nature of the contract. The client shall vouch that the information carriers, electronic files or software provided to The Art of Light are free of viruses and defects.
3. If and to the extent requested by the client, the documents provided shall be returned to the client.
4. The client shall ensure that The Art of Light can start its work at the time agreed. If the work of The Art of Light can start later than agreed due to circumstances on the part of the client, the client shall inform The Art of Light as soon as possible. Any damages for The Art of Light resulting from any delays as referred to in this paragraph shall be for the account of the client.
5. The client shall lend full cooperation to requests and instructions of The Art of Light as part of the performance of its work, in respect of, but not limited to, providing access to the location and the premises of the client for among other things inspections and the provision of the necessary details.
6. The client must inform its employee(s) regarding the cessation of work by The Art of Light in the event of payment arrears of the client. The client shall indemnify The Art of Light against any third party claims.
7. The client must provide a parking place within a 50 meter radius of the designated address where the (light) show is to take place for free. The client must ensure sufficient electric power points, computer facilities etc. for the (light) show.
8. The client shall be obliged to ensure a light show event with a coverage of at least EUR 5,000,000.00 per occurrence. The insurance policy shall be provided to The Art of Light on first request.
9. The client must ensure the required permits/exemptions, BUMA rights, injunctions, as well as adequate insurance for loss and theft. For its own account and risk, the client must have the following: approved permits for the event, exemptions, payment of BUMA rights, injunctions and an adequate insurance against theft and loss.
10. The client must ensure sufficient connection points for electrical equipment (220 Volt – 380 Volt, 16 Amp) for the lights and the operation equipment for the shows.

Article 9. Provision of security

1. The Art of Light shall at all times have the right to require from the client that he either pays the agreed consideration in advance, or provides a security (such as a deposit) for the compliance of anything The Art of Light may claim from the client under the agreement or for whatever reason, before proceeding to (further) performance of the agreement.
2. If the client does not pay the required advance or provides the required security, The Art of Light shall have the right to suspend the performance of the agreement, or terminate the agreement without court intervention either in part or completely, without prejudice to the right to claim damages.

Article 10. Terms

1. The Art of Light shall have the right to perform the contract in parts, which may be invoiced separately.
2. If The Art of Light requires details from the client for the performance of the agreement, the performance term shall start no sooner than after these details were provided to The Art of Light correctly and in full.
3. The terms stated shall apply roughly and shall never be final.
4. Exceeding the term shall not oblige The Art of Light to any compensation. The client may give The Art of Light written notice of default after repeated term exceedance, stating a last (reasonable) delivery period. After this, the client shall have the right to terminate the agreement in writing, unless the cause of the term exceedance is not attributable to The Art of Light.

The Art of Light B.V.
Stirlingweg 12
5466 AV Veghel
The Netherlands
+31 85 020 18 12
info@theartoflight.nl
www.theartoflight.nl
KVK/COC 60970448
BTW/VAT NL854142204B01
IBAN NL95RABO0114343594
BIC RABONL2U

Article 11. Suspension and termination

1. The client and The Art of Light may terminate the agreement in writing at all times, unless the parties have agreed in writing otherwise. If the work has a continuing nature, the agreement may only be terminated towards the end of the agreed contract time subject to a notice period of 3 months.
2. Termination must take place in writing.
3. The Art of Light has the right to suspend performance of the agreement until further notice or to terminate the agreement in part or in full in the event of any of the occurrences below. A notice of default or court intervention shall not be required for this, neither shall The Art of Light be held to any damages or guarantee in the event:
    a. the client does not properly, timely and/or completely fulfils the obligations under the agreement(s) which was concluded with The Art of Light;
    b. there is serious doubt as to whether the client is able to fulfil the obligations under the agreement(s) with The Art of Light;
    c. of a bankruptcy of the client, suspension of payment, debt restructuring or shutdown, liquidation or full or partial transfer of the company of the client.
4. If the agreement is terminated prematurely, The Art of Light shall be entitled to compensation for the resulting loss of capacity utilization that can be made plausible, unless there are facts and circumstances underlying the cancellation that may be attributed to The Art of Light. Furthermore, the client shall then be obliged to pay the invoices for work performed up to then. The results of the work performed up to that point shall therefore be made available to the client, with reservation.
5. If the agreement is terminated prematurely by The Art of Light, where possible, they shall arrange for the transfer of work still to be performed to be transferred to third parties in consultation with the client, unless the cancellation is based on facts and circumstances that may be attributed to the client. Costs resulting from this will be charged to the client in that case.

Article 12. Liability

1. Liability of The Art of Light as a result of mistakes made by The Art of Light, because the client provided The Art of Light with incorrect or incomplete information, shall be excluded. The client is then liable (itself) for the loss suffered, including any loss suffered by The Art of Light.
2. The Art of Light shall not be liable for damage to or loss of documents during transport or dispatch by mail, regardless of whether the transport or dispatch takes place by or in behalf of the client, The Art of Light or a third party.
3. In the event of verbal information and/or requests, The Art of Light shall not be liable for any damage resulting from misunderstandings or incorrectly or incompletely received information.
4. The client is obliged to take all measures which are required to limit the damage for which he holds The Art of Light liable.
5. The Art of Light shall not be liable for any loss suffered by the client or a third party for whatever reason and which is in whatever way related to the contract provided to The Art of Light, unless it was an intentional act or gross negligence on the part of The Art of Light.
6. Liability of The Art of Light for losses suffered by a client or third party, which was caused by a third party or third parties engaged by The Art of Light shall be excluded, even in the case of a wilful act or gross negligence on the part of this third party or these third parties.
7. The Art of Light shall never be liable for indirect losses in the widest sense of the word, including in any case consequential loss, loss due to delay, loss in the form of loss of profit and immaterial loss, even in the case of an own wilful act or gross negligence on the part of The Art of Light.
8. The Art of Light shall not be liable to pay for any loss if at the moment the loss causing event takes place the client is in default of fulfilling an obligation to The Art of Light, and if the client has not timely or fully followed the advice of The Art of Light.
9. If The Art of Light is liable for any loss, the liability of The Art of Light shall expressly be limited to the amount paid annually per occurrence by the liability insurance, that is, limited to the maximum amount of EUR 10,000.00 if the liability insurance does not pay out. The client shall be deemed to have taken out adequate insurance for the excess amount.
10. Any liability expires after one year from the date of the loss.

The Art of Light B.V.
Stirlingweg 12
5466 AV Veghel
The Netherlands
+31 85 020 18 12
info@theartoflight.nl
www.theartoflight.nl
KVK/COC 60970448
BTW/VAT NL854142204B01
IBAN NL95RABO0114343594
BIC RABONL2U

Article 13. Indemnification

1. The client shall indemnify The Art of Light against any third party claims for loss suffered by the third party as a result from the performance of the agreement with the client by The Art of Light or by another party to whom the client provided that result, unless in the event of a wilful act or gross negligence on the part of The Art of Light.
2. The client shall indemnify The Art of Light against any third party claims with regard to intellectual property rights and any third party entitlements and/or claims on account of loss caused because the client provided incorrect and/or incomplete and/or untimely information to The Art of Light.
3. The client shall indemnify The Art of Light against any third party claims, including those of (ex) employees of the client, because of work performed by The Art of Light.
4. The client shall indemnify The Art of Light against all entitlements of itself or third parties, if because of legislation or regulations The Art of Light is forced to return the contract and/or forced to cooperate with government bodies entitled to receive on request or other information The Art of Light receives in the performance of the contract.

Article 14. Complaints

1. Complaints related to the work performed and/or the amount of the invoice must be made known to The Art of Light within 8 days of the date the documents or information which the client complains about were sent, or within 8 days after the client was aware or reasonably had to be aware. Complaints submitted after said term and complaints made in a different fashion shall expressly be dismissed by The Art of Light. Any right to complain lapses after this 8 day term.
2. The documents related to the work complained about must be returned in the state in which they were received by the client.
3. Complaints shall not entitle the client to suspend payment of the non-contested part of the claim.
4. In the event of a rightfully made complaint, The Art of Light may either choose to adjust the fee charge, or improve or re-perform the work rejected without cost, or to wholly or partially not (anymore) perform the contract at proportionate restitution of any fee already paid by the client.

Article 15. Confidentiality

1. Parties shall be obliged, unless they have a legal or professional obligation to disclose, to maintain confidentiality vis-à-vis third parties with regard to all confidential information that they have received from each other or from another source in the context of their agreement. Information is considered confidential if this is stated by the other party or if this results from the nature of the information.
2. The Art of Light shall not be entitled to use the information made available to it by the client and the results obtained by processing it for a purpose other than that for which it was obtained. An exception to this is made if The Art of Light acts for itself in any legal proceedings or other types of proceedings, where this information may be important.
3. Unless the Art of Light has given prior written permission to do so, the client shall not disclose the content of reports, advice or other written or other expressions of The Art of Light not made with the intent to provide third parties with the information contained therein. The client will also ensure that third parties cannot become acquainted with the content referred to in the previous sentence.

The Art of Light B.V.
Stirlingweg 12
5466 AV Veghel
The Netherlands
+31 85 020 18 12
info@theartoflight.nl
www.theartoflight.nl
KVK/COC 60970448
BTW/VAT NL854142204B01
IBAN NL95RABO0114343594
BIC RABONL2U

Article 16. Intellectual property

1. The Art of Light reserves all rights regarding the designs and software of the light shows which it uses or used as part of the agreement with the client, to the extent rights on those light shows may exist or be created legally.
2. The client is expressly forbidden to multiply, disclose, exploit or otherwise burden the light shows referred to in paragraph 1 of this article, including computer programmes, system designs, ways of working, advice and other intellectual property rights of The Art of Light, in the widest sense of the word, whether or not by engaging third parties, without having obtained permission from The Art of Light to do so.
3. The Art of Light reserves the right to use the knowledge increased by performing the work for other purposes, to the extent no confidential information is disclosed to third parties.

Article 17. Ban on taking over staff

1. The client and its affiliated companies shall not directly or indirectly approach (or approach through others) employees of The Art of Light and/or of its affiliated companies without prior written permission of The Art of Light, for the purpose of offering a job or a position as with The Art of Light with respectively the client or a company affiliated to the client.
2. In the event of a violation of paragraph 1 of this article by the client, the client shall forfeit a penalty of EUR 10,000.00 per established violation, which shall be immediately due and payable without a court intervention being required, without prejudice to the obligation of The Art of Light to pay for the full loss.

Article 18. Forfeiture of rights

1. The client must report any loss which has occurred as soon as possible, but no later than within 14 days after the loss has occurred or has become known, in writing to The Art of Light. Any loss not reported by the client within this term shall not be eligible for compensation.
2. The possibility of instituting any legal claim or bringing any dispute by the lessee against TheArt of Light in respect of or in connection with any agreement lapses or expires after one year has passed since the client was informed or could have been aware of the reason for this.

Article 19. Conversion

1. If any clause referred to in these general terms and conditions and which apply for the client is annulled, this clause shall be replaced by a clause with the same purport as much as possible without being in conflict with the law. The validity of the other provisions of these general terms and conditions shall then remain unchanged.

Article 20. BUMA STEMRA/SENA rights

1. All costs related to Buma Stemra/Sena rights, ensuing from the lessee playing music, either mechanically or live in public or private places and from recording that music on audio carriers, whereby this playing and/or recording takes place via equipment provided by Light Specials, are entirely for the account of the lessee, who shall indemnify Light Specials for any possible claim from Buma Stemra/Sena.

Article 21. Applicable law

1. All transactions and agreements to which these general terms and conditions apply and the ensuing legal relations shall exclusively be governed by Dutch law.
2. Any disputes ensuing from or related to an offer, contract or agreement with The Art of Light shall exclusively be settled by the East Brabant District Court, subject to the competence of the division for subdistrict court cases.

The Art of Light B.V.
Stirlingweg 12
5466 AV Veghel
The Netherlands
+31 85 020 18 12
info@theartoflight.nl
www.theartoflight.nl
KVK/COC 60970448
BTW/VAT NL854142204B01
IBAN NL95RABO0114343594
BIC RABONL2U

Article 22. Final clauses

1. The Art of Light has the power to amend these general terms and conditions. These changes shall become effective at the time announced by The Art of Light. The Art of Light shall send the amended general terms and conditions to the client as soon as possible.
2. The Dutch text of the general terms and conditions shall be leading for their explanation and interpretation at all times.