

BEAM SYSTEMS B.V. GENERAL TERMS & CONDITIONS

Clause 1 - General

1.1 The following definitions apply for these terms & conditions:

Equipment: the audiovisual equipment and other equipment offered for sale, hire, repair, maintenance and/or installation by Beam Systems B.V.

Agreement: Agreement for the sale, hire, repair, maintenance and/or installation and/or the performance of services between Beam Systems and its Other Party which is subject to these terms & conditions.

Beam Systems: Beam Systems B.V.

Other Party: the natural person or legal entity concluding or intending to conclude an agreement with Beam Systems or to whom Beam Systems has provided a quote.

1.2 These terms & conditions are applicable to all agreements concluded with Beam Systems, including associated negotiations, quotes, order confirmations and deliveries.

1.3 Any deviation from these terms & conditions may only be undertaken with the written consent by Beam Systems; said consent shall apply only to the relevant agreement unless otherwise stated.

1.4 Should any clause in these terms & conditions be invalid, for whatever reason, the remaining clauses in these terms & conditions will remain in effect, whilst that clause will be deemed to have been replaced by a valid clause that approximates as closely as possible the effect of the aforementioned clause.

Clause 2 – Quotes / Formation of the agreement

2.1 All quotes provided by Beam Systems are entirely subject to contract and valid for a period of 5 working days after the date of the quote, unless otherwise stated in the quote.

2.2 Should a quote have been made by Beam Systems, the agreement between Beam Systems and the Other Party will only come into effect after receipt by Beam Systems of a copy of this quote signed for agreement by the Other Party. Beam Systems is entitled at all times to compensation from the Other Party for any costs incurred by Beam Systems associated with the quote.

2.3 Beam Systems reserves the right to refuse any orders without having to provide any reasons, or to only accept these orders once sufficient securities have been received from the Other Party to ensure that the Other Party observes its obligations.

2.4 Amendments and/or additions to an agreement, including verbal agreements and/or promises made by Beam Systems staff in respect of the agreement, shall only be valid if confirmed in writing by or on behalf of Beam Systems.

2.5 All documents, drawings, (technical) descriptions provided by or on behalf of Beam Systems are and remain the (intellectual) property of Beam Systems. These may not be used, copied or provided to third parties or made public in any other way without its permission.

Clause 3 - Prices

3.1 All Beam Systems's prices are exclusive of: VAT, import duty, taxes, levies, costs of packaging, loading and unloading, transport and/or insurances, unless otherwise stated or agreed further between the parties.

3.2 Should the prices and/or tariffs of factors determining prices, such as, for instance, salaries, materials and currency values be increased for whatever reason, then Beam Systems is entitled to increase the agreed price accordingly in the interim.

Clause 4 - Payment terms and conditions

4.1 Payment shall be made in cash on delivery without any right to discount, set-off or compensation, this also includes any Equipment made available in the context of hiring and/or installation and/or repair and/or maintenance in respect of a relevant agreement with the Other Party.

4.2 In all other instances payment shall be made no later than 14 days after the invoice date, or within any payment period otherwise agreed in writing.

4.3 Should the Other Party not fulfil its payment obligations within the agreed period, then Beam Systems shall be entitled - without the requirement to provide due notice, a demand or notice of default, and notwithstanding its other rights, such as the right to suspend its obligations - to payment from the Other Party of the following:

- default interest at 1.5% per four weeks, where part of this period will be considered to be equal to the entire period, to be applied to the outstanding amount from the due date until the date payment is made in full; and
- extrajudicial collection charges amounting to 15% of the amount owed by the Other Party with a minimum of 250 euros.
- all legal costs incurred by Beam Systems.

4.4 Payments made by the Other Party will, in the first instance, be deducted from the interest and costs incurred, and then the oldest outstanding invoice.

Clause 5 - Cancellation clause

5.1 A sales agreement may be cancelled by the other party in which event cancellation charges will be owed amounting to a percentage of the agreed price dependent on the length of time preceding the agreed delivery date when the cancellation is made, according to the following graduated scale:

- Longer than 12 weeks: 15%
- Between 12 and 8 weeks: 50%
- Between 8 and 4 weeks: 75%
- Less than 4 weeks: 100%

5.1 Other types of agreement may be cancelled by the other party in which event cancellation charges will be owed amounting to a percentage of the agreed price dependent on the length of time preceding the agreed delivery date when the cancellation is made according to the following graduated scale:

- Longer than 2 weeks: 15%
- Between 6 and 14 working days: 50%
- Between 3 and 5 working days: 75%
- 2 working days or less: 100%

Clause 6 - Delivery and return

6.1 The delivery of the Equipment for purchase and hire takes place ex warehouse, unless otherwise agreed in writing.

6.2 Beam Systems will deliver the Equipment within the agreed period. However, this

period should under no circumstance be considered as a definitive period. The simple fact of receiving the Equipment, or if offered, the fact of signing a delivery note, the Other Party confirms that it has received all of the Equipment in a good state, unless clause 8.1 is applicable.

6.3 If the delivery period is exceeded then the Other Party is not entitled to any compensation associated with the delay, nor is it entitled to dissolve the agreement.

6.4. Where the Equipment is being sold or hired, the Other Party should collect the Equipment from Beam Systems; where the Equipment is being hired, the Other Party should return it to Beam Systems when the agreement ends. The costs and risks of the collection and return of the Equipment are to be borne entirely by the Other Party.

6.5 If the parties have agreed in writing that Beam Systems will provide for the transport, then the transport costs will be borne by the Other Party.

6.6 The Other Party is obliged to return the Equipment in good condition and in the original packaging in which it was received by that party.

6.7 Where the Equipment is hired, the Equipment should be delivered to Beam Systems before 12 noon on the agreed return date; the Other Party will be charged an additional day should the Equipment be returned later on that day, and will be charged an additional two days if returned the next day, etc. This does not affect the right of Beam Systems to compensation for the damage incurred and to be incurred as a result of the late return.

6.8 The minimum hire period for the Equipment is 24 hours or 1 day.

Clause 7 - Advance payment and Security

7.1 In the event that Beam Systems requires - which it is entitled to do at any time - a security deposit or advance payment from the Other Party to ensure that the latter complies with its obligations in respect of an agreement, and Beam Systems receives this from the Other Party, then Beam Systems is entitled to use this deposit or advance payment at any time to settle any claim it has against the Other Party without the Other Party being entitled to enforce a claim for off-set.

7.2 The security deposit will be returned once the Other Party has satisfied all of its obligations in respect of Beam Systems.

Clause 8 - Faults

8.1 The Other Party is obliged when purchasing the Equipment to inspect this on delivery and in all cases immediately report any faults and/or damage no later than 2 days after delivery including an accurate description of the nature and grounds of the complaint.

8.2 The Other Party is obliged in other circumstances to inspect the Equipment on delivery and immediately report any faults and/or damage, including an accurate description of the nature and grounds of the complaint.

8.3 In the absence of a timely report pursuant to clause 8.1 and/or 8.2 Beam Systems will

be deemed to have delivered the Equipment in a good condition.

8.4 If Beam Systems deems there are grounds for the Other Party's report, then Beam Systems shall, at its sole discretion, only replace the faulty components of the Equipment or supply different Equipment, without the Other Party being entitled to enforce any claim to compensation for damage.

8.5 Any report pursuant to clause 8.1 or 8.2 will under no circumstances discharge the Other Party from its payment obligations.

Clause 9 - Retention of title

9.1 All Equipment remains the property of Beam Systems in all circumstances, including in the event of purchase, until payment in full has been made of all sums owed by the Other Party to Beam Systems in respect of the Agreement and/or these terms & conditions.

Clause 10 - Insurance

10.1 Unless the Equipment is purchased, the Other Party is obliged to provide adequate insurance for the Equipment to cover all potential risks, such as damage resulting from theft, fire, seizure, destruction and/or damage, and against other damage.

10.2 The costs of the insurance will be borne by the Other Party.

10.3 The costs and risk of any damage to the Equipment, including loss or theft, or damage caused by or with the Equipment will be borne by the Other Party, unless the Other Party is able to prove that this was caused by an intentional act or gross negligence on the part of Beam Systems, this will not include any instances where the Other Party has not properly inspected the Equipment or has omitted to do so or not done so on time. If the Equipment is stolen the Other Party is obliged to reimburse Beam Systems for the purchase price, notwithstanding Beam Systems' other rights.

Clause 11 - Transport

11.1 The Other Party is obliged to provide adequate transport insurance cover for the Equipment unless otherwise agreed in writing. The costs and risk of the transport will be borne by the Other Party, even where the transport has been assigned by Beam Systems to third parties in accordance with the Agreement.

Clause 12 - Other Party's Obligations

12.1 The Other Party is obliged to use the Equipment with due care and in accordance with the instructions issued by Beam Systems or by third parties instructed by Beam Systems.

12.2 The Other Party is obliged to allow Beam Systems and any third parties instructed by Beam Systems access to the site(s) where the Equipment is located at any time.

12.3 The Other Party undertakes to be the sole user of the Equipment and to only use the Equipment for the designated purposes and at the designated location(s).

12.4 The Other Party is not entitled to hire out and/or loan the Equipment to third parties unless agreed otherwise in writing.

12.5 The Other Party is not entitled to transfer the rights flowing from the agreement to third parties or to establish any right to the Equipment for the benefit of third parties.

12.6 Unless otherwise agreed in writing, the agreement may not be terminated early, notwithstanding the stipulations in clauses 15 and 19.

Clause 13 - Hire, maintenance and repair

13.1 Where the Equipment is being hired, Beam Systems will carry out all repairs/maintenance to the Equipment when requested to do so by the Other Party, which in Beam Systems' view are necessary for the proper use of the Equipment. The costs for this will be borne by Beam Systems, unless the services need to be conducted outside normal working hours, that is 09.00 - 17.00, at the request of the Other Party, in which event, as well as those circumstances where the repairs/maintenance are not necessary or where the necessary repairs/maintenance have not been reported on time, the Other Party will bear the costs of the normal hourly rate for Beam Systems' personnel.

13.2 If the work to the Equipment cannot be carried out at Beam Systems' place of business, then the Other Party will be charged for the additional costs.

13.3 Replacement parts will be destroyed by Beam Systems without the Other Party being entitled to the balance.

Clause 14 - Auxiliary staff

14.1 Beam Systems is entitled to employ auxiliary staff for the implementation of an agreement. All direct and indirect costs associated with the deployment of auxiliary staff will be borne by the Other Party.

14.2 Beam Systems is not liable for any damage caused by these auxiliary staff unless this results from an intentional act or gross negligence on the part of Beam Systems.

Clause 15 - Force majeure

15.1 In the event that Beam Systems is hindered in complying with an agreement either partially or in full as a result of force majeure, Beam Systems is entitled to postpone the implementation of the agreement without any court intervention or to dissolve the agreement either in part or in full without Beam Systems being liable to pay compensation to the Other Party.

15.2 Instances of force majeure include all circumstances where Beam Systems remains unable to fulfil its obligations temporarily or permanently, such as fire, work strikes or lockouts, riot, war, restrictive government measures, excessive staff sickness absences, suppliers remaining in default, and all other circumstances, where it is not (or no longer) reasonable to demand that Beam Systems observes (or continues to observe) its obligations in respect of the Other Party.

15.3 If the conditions associated with the force majeure persist for longer than 7 days, the Other Party is entitled to terminate an agreement in writing with due consideration of a notice period of 2 days.

15.4 The postponement or termination of the agreement does not discharge the Other

Party from its obligation to pay for the services already provided.

Clause 16 - Complaints

16.1 Complaints on the part of the Other Party in respect of clauses and services provided by Beam Systems will only be considered by Beam Systems, if they have been reported immediately - and no later 2 days after the defect has been noted - to Beam Systems in writing by the Other Party, including an accurate description of the nature and grounds of the complaint.

16.2 If and insofar as where Beam System is of the opinion that the complaint has grounds, then Beam Systems shall only be obliged, excluding any further liability, to repair or re-deliver the items and/or services concerned.

16.3 Where the Equipment is being sold, the (warranty) terms & conditions of the manufacturer of the Equipment are applicable at all times unless such terms & conditions give rise to a greater number of obligations than laid down the general terms & conditions of Beam Systems. If Beam Systems is the manufacturer of the equipment then a maximum warranty period of six months applies.

Clause 17 - Limitation of liability

17.1 In due consideration of the other stipulations in this clause, Beam Systems' liability is expressly limited to the provisions laid down in clause 16 in terms of complaints, and therefore Beam Systems is under no circumstances liable for any trading loss, loss of profit, damage resulting from personal injury, damage flowing from claims by third parties against the Other Party or any other damage associated with the services provided, except for where the damage is caused by an intentional act or gross negligence on the part of Beam Systems or its staff.

17.2 Any liability in respect of Beam Systems of whatever nature will expire:

- following the incorrect use, assembly or operation of Beam Systems' equipment made available to the Other Party;
- if the Other Party does not (correctly) follow the instructions provided by or on behalf of Beam Systems.

Clause 18 - Indemnity

The Other Party will indemnify Beam Systems for any third party claims for damage caused through the use of the Equipment, transport, transfer and/or loading/unloading of the Equipment, and for the services Beam Systems undertakes in respect of the Equipment, unless the Other Party demonstrates that the damage was exclusively caused by an intentional act or gross negligence on the part of Beam Systems and/or auxiliary staff recruited by Beam Systems.

Clause 19 - End of the Agreement

19.1 Notwithstanding the stipulations in clause 12.6, Beam Systems is entitled to immediately terminate the agreement in writing if:

- A petition to open bankruptcy proceedings against the Other Party has been filed, the Other Party has requested a suspension of payments or has offered a settlement to its creditors;

b. Seizure of part or all of the Other Party's property or seizure of any of Beam Systems' property if held by the Other Party;

c. Should the Other Party die or is made subject to a guardianship order;

d. The Other Party transfers (part of its) concern, amends its company objects or changes the controlling stake in its concern;

e. The Other Party ceases operations;

f. The Other Party fails to satisfy or fully satisfy any obligations flowing from the agreement and/or terms and conditions.

19.2 Should any circumstance arise as described in clause 19.1 then Other Party should immediately inform Beam Systems of this in writing.

19.3 Should any circumstance arise as described in 19.1, Beam Systems is entitled to either terminate the agreement immediately or to immediately demand payment of all sums owed by the Other Party on the grounds of the agreement and/or services undertaken by Beam Systems, which the Other Party will satisfy without the necessity of any notification of default, notwithstanding Beam Systems' rights to compensation for costs, damage and/or interest.

Clause 20 - Transferability

The rights and obligations of the Other Party in respect of Beam Systems may only be transferred with prior permission from Beam Systems. The Other Party shall guarantee that these terms & conditions will apply to all legal relationships between Beam Systems and any potential legal successors of the Other Party.

Clause 21 - Applicable law and Choice of forum

21.1 Dutch law is exclusively applicable to all legal relationships between Beam Systems and the Other Party.

21.2 All disputes flowing from an agreement and/or terms & conditions will be exclusively submitted to a competent court in Amsterdam.

Clause 22 - Installation

Notwithstanding the validity of the stipulations above regarding installation, the stipulations below are of particular importance regarding the installation of Equipment by or on behalf of Beam Systems.

Clause 22.1 - Acceptance and progress of work

a. Beam Systems may not be held to implement the work any earlier than once all the relevant and necessary details for this are in its possession and it has received the agreed payment (instalment).

b. The Other Party is obliged to enable the work to be carried out within normal working hours and under conditions which satisfy the statutory safety requirements and other government regulations.

c. The Other Party will ensure that Beam Systems acquires the necessary permits for the work (such as licences and exemptions) in time as well as the details it has to provide in respect of the work.

d. The Other Party will ensure there is an electricity supply available on time for the electricity required for the work itself and the testing of the work. The costs of the energy required will be borne by the Other Party.

e. The Other Party is responsible for requesting the linkage of the installations to the network of the relevant utility company or the various public transmission networks respectively. The connection costs will be borne by the Other Party. Beam Systems will provide recommendations for this based on its areas of expertise.

f. The Other Party should ensure that work carried out by third parties (such as construction work) and/or deliveries, not falling within the scope of the installers' work, are carried out properly and on time, to ensure that there is no delay in carrying out the work. Should there nevertheless be a delay within the meaning of this clause, the Other Party should inform Beam Systems of this without delay.

g. Should the start and progress of the work be delayed by circumstances for which the customer is responsible (as, for instance, within the meaning of clause f), then any damage incurred by Beam Systems flowing from this should be compensated by the customer.

Clause 22.2 - Risks, safety and specifications

a. The Other Party will ensure that there is appropriate and safe equipment available on time for the horizontal and vertical transfer of the heavy items required for the work, as well as ensuring the location for the work is accessible, and that the access routes to the work site are suitable.

b. The Other Party will be responsible for risk associated with damage to and loss of materials, parts or equipment transported to the work site, as it is the Other Party who is responsible for safeguarding these items.

c. The Other Party will be responsible for the risk of damage caused by errors or defects in the drawings, calculations, constructions, specifications and implementation conditions that it provides.

d. The Other Party will be responsible for the risk of the design provided by Beam Systems, if and insofar as this has been approved by the Other Party.

e. The Other Party will indemnify Beam Systems against all third party claims for damages which fall within the responsibility of the Other Party on the basis of these terms & conditions, including damage resulting from any infringement of intellectual and industrial property rights.

f. The Other Party is not entitled to allocate any activities that are not associated with the work to the auxiliary staff recruited by Beam Systems for the purposes of carrying out the work.

g. The Other Party will allow Beam Systems to publicize its name and advertisements at the work site or on the work and to use photographs of the installation at a later stage.

Clause 22.3 - Additional work and reduced work

Additional work and reduced work shall be settled as follows:

- In the event of changes to the specification (changes to the specification, the work or the terms associated with the implementation of the work).
- In the event of deviations from the provisional estimates and calculable and/or estimated sums;
- Under those circumstances stipulated in these terms & conditions.

4. The sum of additional payments should not exceed more than 15% of the contract price; the sum of payment reductions arising from specification changes should not exceed more than 10% of the contract price.

5. If the total of the reduced work exceeds the total of the additional work, then Beam Systems is entitled to a sum equal to 15% of the difference between these two totals.

6. The absence of any written instructions for the additional work does not affect any settlement claims for this on the part of Beam Systems.