

GENERAL TERMS AND CONDITIONS OF LASTBLAST VOF

Filed with the Chamber of Commerce of Oost Brabant.

Article 1. General

Contractor: LastBlast VOF was established in Eindhoven and registered with the Chamber of Commerce of Oost Brabant on 01-05-2016 under number 66017661, hereto legally represented by Messrs Jordy van Oostveen and Bart de Ridder.

Client: Any natural person or legal entity (who may act in the performance of a company and/or profession), which has instructed LastBlast to perform actions or work or provide services.

Article 2. Definitions

1. **Work:** all actions, activities and services of LastBlast as laid down in offers, agreed by or on behalf of LastBlast for the purpose of the client. Work furthermore includes the supply of composed pieces of music, designing and directing effect and light shows, and providing consultancy and development of concepts for events, performing artists and businesses.
2. **Agreement:** any agreement between LastBlast and the client with regard to the work and services performed by LastBlast.
3. **Parties:** the client and LastBlast.

Article 3. Applicability

1. These general terms and conditions apply to all quotations, offers, orders, agreements and/or services with LastBlast. The parties may only lawfully deviate from these general terms and conditions provided that any deviations are expressly agreed and laid down in writing.
2. These general terms and conditions apply to all subsequent quotations, offers, orders, agreements and/or services delivered or concluded with the same client, regardless of whether they relate to or follow up on quotations, offers, completed orders, agreements and deliveries or services already provided.
3. The applicability of terms and conditions of purchase and/or other terms and conditions of the client are explicitly not accepted. If and to the extent general terms and conditions are used by the client that are in conflict with the terms and conditions and/or provisions of the agreement of LastBlast and/or these general terms and conditions, the terms and conditions of LastBlast shall prevail at all times and those of the client shall not be applicable.
4. The (former) provision(s) deviating from these terms and conditions can only be appealed to by the client if it/they has/have been accepted explicitly and in writing by LastBlast and such change only applies to the agreement in question. No rights can be derived from such deviations with respect to (an) agreement(s) entered into subsequently.
5. Agreements with LastBlast, changes thereto and/or additions thereto bind LastBlast only after and to the extent they have been accepted and confirmed in writing. If one or more provisions of these terms and conditions are void or may be nullified, the remaining provisions shall remain fully applicable.
6. By the mere placement of an order, the client accepts these conditions and is deemed to have tacitly agreed to the exclusive applicability of these terms and conditions, irrespective of a written confirmation from us.
7. Verbal promises and/or agreements, including those that could be related to these terms and conditions, only bind LastBlast after and to the extent these have been confirmed in writing by LastBlast.
8. If a verbal agreement has been reached due to circumstances, the agreements made will be binding from the moment the work commences with regard to such agreement.

Article 4. Offers and establishment of the agreement

1. All offers from LastBlast are without obligation, unless expressly stated otherwise in the offers; in those cases, the offer has a validity period of 14 calendar days.
2. If after agreement has been reached no contract is concluded, LastBlast is entitled to compensation of all costs incurred by LastBlast from the party who requested an offer.
3. An agreement is only concluded after LastBlast has confirmed its acceptance of the offer or the order from the other party in writing or by submitting an invoice from LastBlast.
4. The conclusion of the agreement can also be proved by other means.
5. Prices are based on the purchase prices, wages, labour costs, social and government costs, insurance premiums and other costs relating to the work to be delivered.
6. If the client fails to accept and/or confirm the offer in writing, but nevertheless agrees that LastBlast commences the implementation of the order, the contents of the quotation shall be deemed to have been agreed.
7. Acceptance will not bind LastBlast if it deviates (on minor points) from the offer included in the quotation, unless and to the extent LastBlast expressly gives its consent in writing.
8. The prices in the quotation mentioned are exclusive of current statutory VAT and other government levies as well as (transport and/or parking) costs that must be incurred under the terms of the contract and excluding any additional light and sound sets and the rights to be paid to BUMA/STEMRA and/or SABAM and/or to SENA (or similar musical rights programs worldwide), if and to the extent these are not paid by the client as stipulated in these conditions.
9. Offers may be subject to change due to unforeseen changes in the work. If for the implementation of the agreement any increase in price-determining factors occurs (foreseen or unforeseen circumstances), LastBlast has the right to charge a proportional increase to the client or to cancel the agreement without notice of default and without the right to compensation.
10. Any changes made manually by the client will invalidate tenders and agreements, unless these have been expressly confirmed in writing by LastBlast.
11. The offer includes a description of the goods to be delivered and/or work to be performed that is sufficiently detailed to enable a proper assessment of the quotation by the client. The risk for misunderstandings about the contents of the quotation is entirely for the account of the client.
12. The assignment between LastBlast and the client is for an indefinite period and also the period stated by LastBlast for the completion of the assignment is indicative, unless the nature and contents of the assignment state otherwise.
13. If the client comprises several persons or legal entities, they shall all jointly and severally be liable for the fulfilment of all obligations of the client arising from the agreement.

Article 5. Execution of the agreement

1. By entering into the agreement with LastBlast, the client declares to be fully familiar with the performance of LastBlast as well as the type and/or nature of the contracted performances. LastBlast shall endeavour to perform the assignment to the best of its knowledge and ability and in accordance with the requirements of proper skill and workmanship and on the basis of the currently available state of science.
2. The client will provide LastBlast in good time with all information requested/required for the correct execution of the assignment and is obliged to do anything necessary and/or desirable to enable a timely and correct delivery by LastBlast.
3. The client guarantees that the stage and/or the location related to the activities of LastBlast are easily accessible at the event in question, that they are safe and comply with the legal requirements and quality standards set at that time and are arranged in a way that they can cause no damage to the property of LastBlast.
4. The client shall ensure that everything required by LastBlast for the proper execution of the agreement is available, whether or not stated by LastBlast on a (technical) rider.

5. The client shall ensure that the space(s) required by LastBlast are fully vacated by third parties in time for LastBlast.
6. The client guarantees that it has all the permits required under the terms of the assignment. In the event of restrictions arising from the granted permit(s), the client must notify LastBlast of such restrictions in writing at least 14 days before delivery. If due to the lack of proper permits the event cannot be proceeded with, the client shall still be obliged to pay the agreed amount to LastBlast in full.

Article 6. Change of order and additional work

1. LastBlast is entitled to charge the client with the costs of changes to the agreement or additional work.
2. If the offer is changed by the client then the client must do so in consultation with LastBlast and such additional work will be charged to the client as an additional order, which will only be carried out with a written confirmation on the part of LastBlast.
3. If LastBlast believes that the changes desired by the client will affect the quality of the result, then LastBlast is entitled to refuse the implementation of such changes.
4. If between the time of the delivery of the work and the order confirmation purchase and/or cost price components are increased, LastBlast has the right to charge such increase to the client. This moreover applies to adjustments in import duties and other duties and taxes and to changes in the exchange rate of the Dutch currency against the foreign currency in which the client has purchased goods and/or services.
5. Both parties may terminate the agreement unilaterally at any time; premature termination must be substantiated and confirmed in writing at least 30 days before the agreed delivery date.
6. In the event of premature termination by the client, LastBlast shall be entitled to a compensation of the tendered work and the hours of the assignment worked, which are set at least at 50% of the agreed assignment sum. If LastBlast can demonstrate that the agreed performance has already been completed for more than half, the client is moreover obliged to pay any amount in excess of half the performance.
7. After the period mentioned in paragraph 5 of this Article, the client may furthermore cancel an agreement concluded by the client in exceptional circumstances, but shall at all times remain obliged to pay the entire agreed amount, also in circumstances such as inclement weather or force majeure.

Article 7. Suspension and dissolution

1. LastBlast is entitled to suspend its work or activities if the client at its request does not provide security for payment and other obligations arising from the agreement, without prejudice to the client's obligation. The claim to work already carried out by LastBlast, hours, costs and any further claims will be retained under the law and the order and this claim will be immediately due and payable by the client to LastBlast. LastBlast reserves the right to claim compensation at all times and is not liable for any damage to be suffered by the client.
2. LastBlast is entitled, without any warning or notice of default being required, to dissolve the agreement out of court through a registered letter if the client, even after a written notice stating a reasonable period, defaults in its compliance with any obligation arising from any agreement with LastBlast.

Article 8. Terms of payment

1. The client must pay LastBlast's invoices within 14 days after submission without any right to a discount or offsetting of amounts, even in bankruptcy, unless explicitly agreed otherwise in writing. Objections against the amount of the invoices do not suspend the payment obligation.
2. In the event of overdue payment, the client shall be in default by operation of law and without further notice of default being required and LastBlast shall be entitled to charge an interest rate

of 1% per month up to the moment of payment of the total amount while a part of the month is considered to be a full month.

3. All costs incurred by LastBlast from non-fulfilment, not timely fulfilment or not proper fulfilment by the client of any obligations from this agreement or resulting agreements are for the account of the client. Such costs include in any case the costs of summons, cancellation, collection, and bailiffs as well as the costs of the lawyer/legal counsel and all other (extra)judicial costs. The extrajudicial costs are set by parties at 15% of the principal sum, with a minimum of € 500.00.
4. LastBlast reserves the right to request (partial) advance payment at any time. In the case of a jointly given order, the clients are jointly and severally liable for the payment of the invoice amount, costs and interest.

Article 9. Liability

1. A best-effort obligation applies to every assignment accepted by LastBlast. LastBlast cannot be held liable for results that have not been achieved. The stipulated period within which delivery must take place is pursued by LastBlast, but is not binding and in case such period is exceeded, this shall not entitle the client to suspend or terminate its obligations, nor does LastBlast assume any liability for damage suffered and/or costs incurred by the client.
2. LastBlast is not liable for damage, unless it is the result of intent, gross fault and/or gross negligence on its part or on the part of assisting agents engaged for services with due regard for instructions from LastBlast (this includes the activities of a recognised fireworks / pyro-technician specialist for the special effects).
3. If LastBlast is nonetheless liable, the liability is limited to the amount involved in the relevant order or assignment. Consequential damage and/or costs for the determination and budget of the damage are explicitly excluded.
4. If LastBlast is nonetheless liable beyond the scope of Article 9.3, the liability is limited to any amount paid by the liability insurance in a given case under the given circumstances. Cumulation of the amounts stated under 9.3 and 9.4 is excluded.
5. Notwithstanding the provisions elsewhere in these conditions, LastBlast is not liable for damage resulting from a shortcoming in the fulfilment of any of its obligations (force majeure); - conduct of its subordinate(s) or other third parties engaged in the execution of the agreement, except to the extent it concerns a supervisor and in the case of intent or gross negligence; - inadequate cooperation, information or materials from the client, his subordinate(s) or other third parties engaged by or on behalf of the client in the execution of the agreement; - infringement of intellectual property rights to third parties, including patent rights, know-how, design rights, copyrights, trademark rights, trade name rights, etc.
6. Without prejudice to the provisions elsewhere in these conditions, LastBlast accepts liability only if and to the extent such liability is covered by the (legal) liability insurance taken out by LastBlast and only up to the amount of the payment made by the insurance.
7. If for any reason the insurer fails to pay, the liability of LastBlast is in any case limited to the invoice amount, less the costs incurred by LastBlast for the engagement of third parties, with a maximum of the lowest amount of one of the following amounts or the invoice value of the delivered goods and/or services and/or hours.
8. Without prejudice to the provisions elsewhere in these conditions, LastBlast is not at any time liable for damage consisting of loss of profits, interruption of operations or other consequential damages of the client.
9. In case of an order with a term longer than six months, the liability will be further limited to the part of the fee due over the last six months.
10. In no case can the client invoke a shortcoming in the execution of the assignment if LastBlast has not been notified of this in writing within two weeks after completion of the assignment/date of the event. Contrary to the statutory limitation periods, the limitation period of all claims and defence against LastBlast and the third parties involved by it in the performance of an agreement is one (1) year.

11. The client's legal claim for damages or rectification in respect of LastBlast under these conditions lapses after a period of one year after the client has become aware of the damage.

Article 10. Guarantees

1. Any form of guarantee shall lapse if a defect arises as a result of or arising from irresponsible or improper use thereof or use after the expiry date, incorrect storage or maintenance thereof by the client and/or by third parties when, without the written consent of LastBlast, the client or third parties have made or attempted to make changes to the item, other items have been affixed to the item which should not have been affixed to it or the items have been modified or processed in a manner other than the prescribed manner.
The client is moreover not entitled to any guarantees if the defect is caused by or the result of circumstances beyond LastBlast's control, including weather conditions (such as, but not limited to, extreme rainfall or temperatures) etc.
2. All claims for any guarantees are suspended as long as the client fails to meet its payment obligations. The client is not entitled to refrain from payment in full or in part pursuant to the fact that LastBlast has not or not yet fully complied with its guarantee obligations.
3. The client cannot appeal to a guarantee: - in respect of items that have been purchased by LastBlast from third parties, if LastBlast cannot appeal to a guarantee provided by the third party; - in respect of defects wholly or partially due to regulations imposed by the government; - in respect of materials, goods and constructions, etc. that have been used at the express instruction of the customer; - in respect of defects that are entirely or partially due to the non-observance of maintenance instructions, use that is not to be denoted as customary use, repairs by others than LastBlast and violations of contractual and/or legal obligations by the customer.

Article 11. Force majeure

1. The parties are not obliged to comply with any obligation if they are prevented from doing so as a result of a circumstance that is not due to their fault and is not for their account under the law, a legal act or as generally accepted in trade and transactions. During the period that the force majeure continues, the parties may suspend the obligations from the assignment. If this period lasts longer than two months, each of the parties is entitled to dissolve the order without any obligation to compensate damage to the other party.
2. In these terms and conditions, in addition to the relevant provisions in the law and jurisprudence, force majeure means all external causes, whether or not foreseen, which are beyond LastBlast's control but under which LastBlast is unable to meet the obligations. Force majeure on the part of LastBlast furthermore includes, where not already included: war, revolt, terrorist threat, strikes, punctuality action, employee exclusion, fire, water damage, explosion, natural disasters and other weather circumstances, contagious diseases, government measures, defects or malfunctions in machinery or other items to be used and other malfunctions in the company of LastBlast or its supplier and/or non-fulfilment by the third party(s) engaged by LastBlast and any other circumstance independent of LastBlast as a result of which performance of the agreement cannot reasonably be required from LastBlast.
3. If during the preparation and/or execution of the work it appears that proper performance of the agreement is not possible due to e.g. weather or negligence of third parties, the client is obliged to reimburse the total costs of the agreement. To the extent LastBlast has fulfilled its obligations or will be able to fulfil its obligations at the time of the occurrence of force majeure, and if the part fulfilled or to be fulfilled has independent value, LastBlast is entitled to invoice the part already fulfilled or to be fulfilled separately. The client is obliged to pay this invoice as if it were a separate order.
4. If and to the extent LastBlast cannot, not fully or not timely fulfil the obligation arising from the agreement, or not at the agreed location, LastBlast is entitled to dissolve the agreement without court intervention or to suspend it for a reasonable period without being obliged to pay compensation at such time or in the future.

Article 12. Confidentiality

1. LastBlast reserves the right to use new relationships and increased knowledge gained through the execution of the work for other purposes, to the extent no confidential information is disclosed to third parties.
2. Both parties undertake to observe confidentiality with regard to all confidential information they have obtained from each other or from another source under the terms of their assignment. This also includes the materials and data used.
3. If on the basis of a statutory provision or court order LastBlast is obliged to provide confidential information to the third parties designated by the law or the competent court and LastBlast cannot appeal to a right to refuse to disclose information under law or as recognised or permitted by the competent court, LastBlast is not obliged to pay compensation or indemnity and the client is not entitled to dissolve the order on the basis of any resulting damage.

Article 13. Intellectual Property

1. The client is responsible for obtaining permission of third parties or permits, etc. required for the execution of an agreement.
2. Such permissions and/or permits moreover include the music rights of the copyright organisation BUMA/STEMRA and/or SENA and/or SABAM or related parties that have been established (with reservation) at 7% of the buyout fee. The client declares to agree to pay the rights due on the compositions submitted by LastBlast (even if the compositions of other copyright holders will be used in an assignment). In the above case, LastBlast undertakes to provide BUMA/STEMRA and/or SENA and/or SABAM with the client's information for their inspection at request. The client indemnifies LastBlast against claims in this respect.
3. LastBlast retains the full title to any copyrights on composed pieces of music as well as any advice, designs, sketches, drawings, software, contents, videos, films, agreements, offers, quotes, documentation and other materials or (electronic) files created by LastBlast in the context of the assignment irrespective of whether these have been provided to the client or third parties, and LastBlast shall be considered to be the creator in the sense of the Copyright Act and will be the sole party authorised to use the work as copyright owner unless otherwise agreed. The agreement concluded with LastBlast and/or the offers made by it do not imply in any way a transfer of the intellectual-property rights belonging to LastBlast. LastBlast must have given its express permission in writing prior to any use of such rights.
4. For any infringement committed by, on behalf of or through the client or his/her appointed party/parties to Copyrights and other intellectual property rights of LastBlast, a penalty will be imposed pursuant to this agreement proportionate to the committed infringement of at least four times the agreed order amount for each infringement, without prejudice to the right of LastBlast to claim compensation for the actual damage suffered.

Article 14. Use and licence

1. Upon the conclusion of the agreement, the Client makes the commitment to LastBlast that, with due regard for the interests of the client, it has, during and after delivery of the event in the manner desired by LastBlast, the freedom to use content, videos and other materials or (electronic) files for its own publicity, portfolio or promotional purposes.
2. When the client fully complies with its obligations under the agreement with LastBlast, it may obtain an exclusive licence to use the design, concept or content to the extent this is related to the right to publish and multiply in accordance with the purpose expressly agreed with the order. If no agreements have been made about the purpose between the client and LastBlast, the client shall only be entitled to the use to be agreed upon after prior written consent from LastBlast.

3. The client is not allowed to change and/or multiply and/or to reproduce and disclose items and/or documents nor to hand over or show copies to third parties without LastBlast's written permission.
4. After (completion) delivery by LastBlast, the client does not obtain the (exclusive) right to use the work produced by LastBlast under the terms of the agreement. The client's right of use is limited to the right of normal single use of the delivered goods unless otherwise agreed in writing.
5. Images, photographs and such provided by LastBlast in its communication to clients are only intended to give a general picture or impression of its offer and are therefore not binding for LastBlast. Any deviations do not give the client the right to refuse services and/or payment or to claim any compensation from LastBlast.
6. The client indemnifies LastBlast or the persons engaged by LastBlast for all claims of third parties with regard to intellectual property rights to the materials or data provided by the client which are used in the execution of the order.
7. LastBlast is entitled at all times to (cause to) mention on or remove its name from the work. The client is not permitted to publish, distribute or reproduce the work of LastBlast without prior permission.

Article 15. Refreshments

1. During the performance of the agreed work on the event in question, the client is obliged to provide the employees of LastBlast with at least 10 non-alcoholic drinks per person at the start/at the entrance free of charge and to provide them with a complete hot meal free of charge every five hours.

Article 16. Applicable law, disputes and amendments

1. All legal relationships between the client and LastBlast are exclusively subject to Dutch law, even if a contract is fully or partially executed abroad or in case the client is domiciled abroad. The applicability of the Vienna Sales Convention is excluded.
2. The court in LastBlast's place of business has exclusive jurisdiction to settle disputes, unless mandatory law prescribes otherwise. Nonetheless, LastBlast has the right to submit the dispute to the competent court according to the law.
3. The parties will only submit the dispute to the court after they have made every effort to settle a dispute in mutual consultation.
4. LastBlast reserves the right to amend these conditions retroactively, without further notice. The most recently deposited version or the version that applied at the time of the conclusion of the agreement shall at all times be applicable.
5. The Dutch text of these conditions is at all times decisive with regard to their interpretation.