

01 January 2020

article 1. General

- 1.1 These terms and conditions apply to every offer, quotation and agreement between Synergy Your Sound Your Vision VOF (hereinafter referred to as Synergy) and Other Parties to which Synergy has declared these terms and conditions applicable, insofar as the parties have not explicitly deviated from these terms and conditions in writing.
- 1.2 The present terms and conditions also apply to agreements with Synergy, for the implementation of which third parties must be involved by Synergy.
- 1.3 These terms and conditions are also written for the partners in the general partnership of Synergy and its employees.
- 1.4 The applicability of conditions of the Other Party is explicitly rejected.
- 1.5 If one or more provisions in these general terms and conditions are at any time whole or in part invalid or should be declared void, then the other provisions in these general terms and conditions remain fully applicable. Synergy and the Other Party will then enter into consultation in order to agree new provisions to replace the void or voided provisions, taking into account as much as possible the purpose and scope of the original
- 1.6 If there is any lack of clarity about the interpretation of one or more provisions of these general terms and conditions, the explanation should be performed 'in the spirit' of these provisions.
- 1.7 If a situation occurs between parties that is not provided for in these general terms and conditions, then this situation must be assessed in the spirit of these general terms and conditions.
- 1.8 If Synergy does not always require these terms and conditions to be strictly observed, this does not mean that the provisions thereof do not apply, or that Synergy would lose the right to demand strict compliance with the provisions of these conditions in other cases.

article 2. Quotations and offers

- 2.1 All quotations and offers from Synergy are without obligation, unless a period for acceptance is stated in the quotation. A quotation or offer expires if the product to which the quotation or offer relates is no longer available in the meantime.
- 2.2 Synergy cannot be held to its quotes or offers if the Other Party can reasonably understand that the quotes or offers, or a part thereof, contain an obvious mistake or clerical error.
- 2.3 The prices stated in a quotation or offer exclude VAT and other Government imposed dues and/or taxes, and any costs to be incurred in the context of the agreement, including travel and accommodation, shipping and administration costs, unless stated otherwise.
- 2.4 If the acceptance (whether or not on minor points) deviates from the quote or offer, Synergy is not obliged by this. The agreement will then not be established in accordance with this deviating acceptance, unless Synergy states otherwise.
- 2.5 A combined quotation does not oblige Synergy to execute part of the assignment for a corresponding part of the stated price. Offers or quotations do not automatically apply to future assignments or orders.

article 3. Contract duration; delivery times, implementation and amendment agreement

- 3.1 An agreement is concluded when the quote of Synergy is accepted by the Other Party.
- 3.2 The agreement between Synergy and the Other Party is concluded for an indefinite period of time, unless the nature of the agreement dictates otherwise or if the parties explicitly agree otherwise in writing.
- 3.3 If a time period has been agreed or specified for the completion of certain activities or for the delivery of certain goods, this is never a deadline. If a term is exceeded, the Other Party must therefore issue Synergy with written notice of default. Synergy must be offered a reasonable period of time to still implement the agreement.
- 3.4 If Synergy requires information or data from the Other Party for the implementation of the agreement, the implementation period will not commence until after the Other Party has made this data or information accurate and fully available to Synergy.
- 3.5 Delivery takes place ex Synergy company. The Other Party is obliged to take delivery of the goods at the moment that they are made available to the Other Party. If the Other Party refuses to take delivery or fails to provide information or instructions that are necessary for the delivery, Synergy is entitled to store the goods for account and risk of the Other Party.
- 3.6 Synergy has the right to have certain work done by third parties.
- 3.7 Synergy is entitled to implement the agreement in different phases and to invoice the implemented part separately
- 3.8 If the agreement is implemented in phases, Synergy can suspend the implementation of those parts

that belong to a subsequent phase until the Other Party has approved the results of the preceding phase in writing.

3.9 If during the implementation of the agreement it appears that for a proper implementation thereof it is necessary to change or supplement it, then the parties will proceed to adjust the agreement timely and in mutual consultation. If the nature, scope or content of the agreement, whether or not at the request or indication of the Other Party, of the competent authorities, etc., is changed and the agreement is thereby amended in qualitative and / or quantitative terms, this may also have consequences for what was originally agreed. As a result, the originally agreed amount can be increased or decreased. Synergy will provide a quotation thereof in advance as much as possible. In addition, the originally specified term of implementation can be changed by changing the agreement. The Other Party accepts the possibility of changing the agreement, including the change in price and implementation time.

3.10 If the agreement is amended, including an addition, then Synergy is entitled to implement it only after it has been approved by the person authorized within Synergy and the Other Party has agreed to the price and other conditions stated for the implementation, including the time to be determined at which time it will be implemented. Not implementing or not implementing the amended agreement immediately does not constitute a breach of contract by Synergy and does not justify the Other Party to terminate the agreement. Without it being grounds of breach, Synergy may refuse a request to amend the agreement if this could impact in qualitative and / or quantitative terms for example the work to be performed or the goods to be delivered in that context.

3.11 In the event of the Other Party not correctly fulfilling that which they are bound to fulfil with Synergy, then the Other Party shall be liable for any damages (including costs) directly or indirectly suffered by Synergy.

3.12 If Synergy agrees a fixed price with the Other Party, Synergy is nevertheless entitled to increase this price at any time without the Other Party being entitled to terminate the agreement for that reason, in the case the increase in price results from a competence or obligation under the law or regulation or results from an increase in the price of raw materials, wages, etc. or results from other reasons that were not reasonably foreseeable when entering into the agreement.

3.13 If the price increase, other than as a result of an amendment to the agreement, amounts to more than 10% and takes place within three months after concluding the agreement, then only the Other Party that is entitled to appeal to Title 5, Section 3 of Book 6 of the Dutch Civil Code is entitled to terminate the agreement by a written statement, unless Synergy is then still prepared to implement the agreement on basis of the original agreement, or if the price increase results from a power or an obligation imposed on Synergy by law or if it is stipulated that the delivery will take place more than three months after the purchase.

article 4. Suspension, rescission and early termination of the contract

4.1 Synergy is authorized to suspend fulfilment of obligations or to terminate the agreement, without being held to compensate for damage, if:

- the Other Party does not or not fully or not timely fulfill the obligations arising from the agreement;
- circumstances that have come to the knowledge of Synergy after the conclusion of the agreement give good reason to fear that the Other Party will not fulfill its obligations;
- the Other Party was requested at the conclusion of the agreement to provide a guarantee for the fulfillment of its obligations under the agreement and this guarantee is not provided or is insufficient;
- if due to the delay on the part of the Other Party, Synergy can no longer be required to fulfill the agreement under the originally agreed conditions, Synergy is entitled to terminate the agreement.
- the Other Party leaves its due debts unpaid.
- the Other Party - if it is a private person - dies or is placed under legal restraint.
- the Other Party ceases its business operations, transfers the business (in part), or changes the objective of the business.

4.2 Furthermore, Synergy is authorized to terminate the agreement if circumstances arise that are of such a nature that fulfillment of the agreement is impossible or if circumstances otherwise arise that fulfillment of the obligation under the agreement can no longer reasonably be required from Synergy.

4.3 If the agreement is dissolved, the claims of Synergy on the Other Party are immediately due and payable. If Synergy suspends compliance with the obligations, it retains its rights under the law and agreement.

4.4 If Synergy proceeds to suspension or dissolution, it is in no way obliged to compensate for damage and costs arising in any way.

4.5 If the termination is attributable to the Other Party, Synergy is entitled to compensation for the

damage, including the costs, arising directly and indirectly as a result.

4.6 If the Other Party fails to fulfill its obligations arising from the agreement and this non-compliance justifies termination, Synergy is entitled to terminate the agreement immediately and with immediate effect without any obligation on its part to pay any compensation for damage, whereas the Other Party, pursuant to non-performance, is obliged to compensate for damage.

4.7 If the agreement is prematurely terminated by Synergy, Synergy will arrange for the transfer of work still to be performed to third parties in consultation with the Other Party. This unless the cancellation is attributable to the Other Party. If the transfer of the work causes Synergy to incur additional costs, these costs will be charged to the Other Party. The Other Party is obliged to pay these costs within the time limit, unless Synergy indicates otherwise.

4.8 In the event of liquidation, of (application for) suspension of payment or bankruptcy, of seizure - if and insofar as the seizure has not been lifted within three months - at the expense of the Other Party, of debt restructuring

or any other circumstance where the Other Party can no longer freely dispose of its assets, Synergy is free to terminate the agreement immediately and with immediate effect or to cancel the order or agreement, without any obligation on its part to pay any compensation. In that case, Synergy's claims against the Other Party are immediately due and payable.

4.9 If the Other Party cancels an order in whole or in part, the goods ordered or prepared for that, plus any delivery and delivery costs thereof and the labor time reserved for the implementation of the agreement, will be charged in full to the Other Party.

4.10 In the event of cancellation of services and / or rent by the Other Party, the following applies: Cancellations must be made in writing by the Other Party. In the event of cancellation by the Other Party of services and / or rent (as laid down in the agreement) up to four weeks before the start of the implementation of the assignment, the costs already incurred will be charged to the Other Party (Synergy will offset this with the down payment as mentioned in Article 6.1). In the event of cancellation between four and two weeks before the start of the performance of services and / or rent, the Other Party owes Synergy 30% of the agreed fee / price. In the event of cancellation less than two weeks to one week before the start of the performance of services and / or rent, the Other Party will owe Synergy 50% of the agreed fee / price. In case of cancellation a week or less than a week before the start of the performance of services and / or rent, the Other Party owes Synergy 100% of the agreed fee / price.

article 5. Force majeure

5.1 Synergy is not obliged to comply with any obligation if Synergy is hindered as a consequence of a circumstance that is not due to blame, by virtue of law, a juridical act or generally accepted principles.

5.2 Force Majeure in these general conditions means, besides what is already stated in the law and the jurisprudence, all exterior causes, foreseen or not foreseen, on which the Synergy does not have any influence, but that prohibit the Synergy to fulfill its obligations. Including strikes in the company of Synergy or third parties. Synergy also has the right to invoke force majeure if the circumstance that prevents (further) fulfillment of the agreement occurs after Synergy should have fulfilled its obligation.

5.3 Synergy can suspend his contractual obligations during the period of force majeure. If this period lasts longer than two months, then each of the parties is entitled to terminate the agreement, without obligation to compensate damage to the Other Party.

5.4 Insofar as Synergy has at the time of the occurrence of force majeure partly performed its obligations arising from the agreement or will be able to perform it, and that part performed or to be performed is of independent value, Synergy will be entitled to invoice the part performed or to be performed separately. The Other Party is obliged to pay this invoice as if it were a separate agreement.

article 6. Payment and collection costs

6.1 After the Other Party has entered into an agreement with Synergy, 30% of the agreed fee / price will be charged by Synergy to the Other Party as a deposit, unless otherwise stated in the quotation / agreement.

6.2 Payment of invoices must be made within 14 days after the invoice date, in a manner to be indicated by Synergy in the currency in which the invoice is made, unless otherwise indicated in writing by Synergy. Synergy is entitled to invoice periodically.

6.3 If the Other Party fails in the timely payment of an invoice, the Other Party shall be legally in default. The Other Party then owes interest of 1% per month, unless the statutory interest is higher, in which case the statutory interest is owing. The interest over the due amount will be calculated as of the time that the Other Party defaults until the time of payment of the full amount owing.

6.4 Synergy is entitled to use the payments made by the Other Party first to settle costs, then the interest that has fallen due and finally the principal and current interest.

6.5 Synergy can, without thereby being deemed to be in default, refuse an offer of payment if the Other Party proposes to allocate the money in a different sequence. Synergy can refuse full payment of the principal sum due if this payment does not also include the interest due and accrued interest and collection costs.

6.6 The Other Party is never entitled to set off what it owes Synergy.

6.7 Objections to the amount of an invoice do not suspend the payment obligation. The Other Party that is not entitled to appeal to section 6.5.3 (articles 231 up to and including 247 book 6 of the Dutch Civil Code) is also not entitled to suspend payment of an invoice for any other reason.

6.8 If the Other Party is in default or omission in the (timely) fulfillment of its obligations, then all reasonable costs for obtaining satisfaction out of court will be borne by the Other Party. The extrajudicial costs are calculated on the basis of what is customary in Dutch collection practice, currently the calculation method according to the Voorwerk II Report. However, if Synergy has incurred higher collection costs that were reasonably necessary, the costs actually incurred will be eligible for reimbursement. Any legal and execution costs incurred will also be recovered from the Other Party. The Other Party also owes interest on the collection costs.

article 7. Retention of title

7.1 All goods delivered by Synergy in the context of the agreement remain in the ownership of Synergy until the Other Party has properly fulfilled all obligations arising from the agreement(s) concluded with Synergy.

7.2 Goods delivered by Synergy for which the retention of title is claimed pursuant to paragraph 1, may not be resold and may never be used as payment. The Other Party is not authorized to pledge or encumber the goods that fall under the retention of title in any other way.

7.3 The Other Party must always do everything that can reasonably be expected of it to safeguard the property rights of Synergy.

7.4 If third parties attach a distraint on items delivered under reservation of title, or wish to establish or assert rights to them, the Other Party is required to inform Synergy of this as soon as may reasonably be expected.

7.5 The Other Party undertakes to insure and keep insured against damage by fire, explosion or water and against theft the items falling under reservation of title, and to present the insurance policy concerned to Synergy for inspection as soon as it so requests. In the event of payment of the insurance, Synergy is entitled to these tokens. Insofar as necessary, the Other Party undertakes vis-à-vis Synergy to provide its cooperation in advance to all that may be necessary or desirable in that context.

7.6 In the event that Synergy wishes to exercise its ownership rights as referred to in this article, the Other Party gives its unconditional and irrevocable consent to Synergy or third parties designated by it to enter all places where Synergy's property is or may be located and to recover the items concerned.

article 8. Guarantees, research and complaints, limitation period

8.1 The goods to be supplied by Synergy meet the usual requirements and standards that can reasonably be set at the time of delivery and for which they are intended for normal use in the Netherlands. The guarantee referred to in this article applies to items that are intended for use within the Netherlands. For use outside the Netherlands, the Other Party must itself verify whether the use thereof is suitable for use there and meet the conditions that are set for this. In that case, Synergy can set other guarantee- and other conditions with regard to the goods to be delivered or work to be performed.

8.2 The guarantee referred to in paragraph 1 of this article applies for a period after delivery, unless the nature of the delivery dictates otherwise or the parties have agreed otherwise. If the guarantee provided by Synergy relates to an item produced by a third party, then the guarantee is limited to that provided by the producer of the item for it, unless stated otherwise.

8.3 Any form of guarantee will lapse if a defect is caused by or ensues from injudicious or inappropriate use or use after the expiry date, incorrect storage or maintenance thereof by the Other Party and / or third parties when, without written permission from Synergy, the Other Party or third parties have made changes to the item or have attempted to make changes, have attached other items to it that are not supposed to be attached to it or if the items have been processed or modified in a manner other than the prescribed manner. The Other Party will also not be entitled to a warranty if the defect was caused by or was the result of circumstances beyond the control of Synergy, including weather conditions (such as, but not limited to, extreme rainfall or temperatures) and so on.

8.4 The Other Party is obliged to examine the goods supplied or have them examined, as soon as the goods are made available to it or the relevant activities have been carried out. In addition, the Other Party should investigate whether the quality and / or quantity of the delivery corresponds to what has been agreed and meets the requirements that the parties have agreed upon. Any visible defects must be

reported in writing to Synergy within 24 hours but no later than seven days after delivery. Any non-visible defects must be reported in writing to Synergy immediately, but in any case no later than within fourteen days, after discovery thereof. The report must contain a description of the defect that is as detailed as possible, so that Synergy is able to respond adequately. The Other Party must give Synergy the opportunity to investigate a complaint or have it investigated.

8.5 If the Other Party complains in time, this does not suspend its payment obligation. In that case, the Other Party also remains obliged to purchase and pay for the otherwise ordered goods. After this period has expired, the Other Party is deemed to have approved the material.

8.6 If a defect is reported later, the Other Party will no longer be entitled to repair, replacement or compensation.

8.7 If it is established that an item is defective and a timely complaint has been made, Synergy will replace the defective item within a reasonable period after receipt thereof, or if return is not reasonably possible, after written notice of the defect by the Other Party, at the discretion of Synergy, or arrange for its repair or pay replacement compensation therefor to the Other Party. In the event of replacement, the Other Party is obliged to return the replaced item to Synergy and to transfer ownership of the item to Synergy, unless Synergy indicates otherwise.

8.8 If it is established that a complaint is unfounded, then the costs incurred as a result, including the research costs incurred by Synergy as a result, shall be borne in full by the Other Party.

8.9 After the guarantee period has expired, all costs for repair or replacement, including administration, shipping and call-out costs, will be charged to the Other Party.

8.10 Contrary to the statutory limitation, the limitation period of all claims and defenses against Synergy and the third parties involved in the implementation of an agreement by Synergy is one year.

article 9. Liability

9.1 If Synergy should be liable, then this liability is limited to what is laid down in this provision.

9.2 Synergy is not liable for damage of any nature whatsoever as a result of Synergy relying on incorrect and / or incomplete information provided by or on behalf of the Other Party.

9.3 If Synergy should be liable for any damage, then the liability of Synergy is limited to a maximum of the invoice value of the order, at least to that part of the order to which the liability relates.

9.4 The liability of Synergy is in any case limited to the sum paid by its insurer in the relevant case, at all times.

9.5 Synergy is only liable for direct damage.

9.6 Direct damage is exclusively understood to mean the reasonable costs involved in the identification of the cause and extent of the damage, to the extent that such identification relates to damage within the meaning of these general terms and conditions, any reasonable costs incurred in repairing the shortcoming in the execution of the assignment by Synergy, unless such shortcomings cannot be attributed to Synergy and reasonable costs incurred to prevent or limit damage, to the extent that the Other Party demonstrates that such costs have led to the limitation of direct damage, within the meaning of these general terms and conditions.

9.7 Synergy is never liable for indirect damage, including consequential damage, loss of profit, loss of savings and damage due to stagnation of business.

9.8 The limitations of liability included in this article do not apply if the damage is due to intent or gross negligence on the part of Synergy or its managerial subordinates.

9.9 In the event that the rented goods from Synergy are damaged or stolen for whatever reason, the Other Party must immediately report this to Synergy and ask it for instructions. In the event of theft of the rented property, the Other Party also undertakes to immediately report this to the police at the place where the theft occurred. If there is rental without operation, Synergy is entitled to recover all damage from the Other Party.

9.10 Synergy does not accept any liability from the Other Party or third parties concerning goods made available to Synergy, except for intent or gross negligence on the part of Synergy.

article 10. Transfer of risk, insurance and guarantee

10.1 The risk of loss, damage or depreciation is transferred to the Other Party at the moment at which the items that are the object of the agreement are brought into the control of the Other Party.

10.2 Insurance: The Other Party is obliged to provide surveillance of the equipment in the event that the equipment remains on site during the night. If the Other Party is unable or unwilling to provide this, Synergy is entitled to hire a security company for this. All costs arising from this will be borne by the Other Party. The Other Party is also obliged to ensure adequate insurance of the equipment in the event that the equipment remains unused or remains on location during the night.

10.3 Guarantee: When entering into a lease with the Other Party, Synergy can agree on a security

deposit. Synergy reserves the right to set off its obligation to return the deposit against the claims that Synergy has against the Other Party, without the Other Party being able to invoke such a set-off. At the end of the agreed rental period, the deposit will be refunded after the leased equipment has been returned and Synergy has no more claims against the Other Party.

article 11. Disclaimer

11.1 The Other Party is obliged to indemnify Synergy against and compensate Synergy in respect of, in the broadest sense, all possible claims for compensation from third parties due to or in connection with the use of the rented or delivered items.

11.2 The Other Party indemnifies Synergy against any claims from third parties that suffer damage in connection to the performance of the agreement and for which other parties than Synergy are liable.

11.3 If Synergy would therefore be claimed damages from any third party, then the Other Party is required to assist Synergy in both extrajudicial and judicial proceedings, and do everything that might be expected of the Other Party without delay. If the Other Party fails to take adequate measures, Synergy is entitled to do so itself without notice of default. All costs and damage on the part of Synergy and third parties that arise as a result are for the account and risk of the Other Party.

article 12. Intellectual Property

12.1 Synergy reserves the rights and powers for which it is entitled under the Copyright and other intellectual laws and regulations. Synergy has the right to use the knowledge it has gained as a result of the implementation of an agreement for other purposes as well, insofar as no strictly confidential information from the Other Party is disclosed to third parties.

article 13. Applicable law and disputes

13.1 All legally binding transactions to which Synergy is a party are exclusively governed by Dutch law, even if an obligation is fully or partially performed abroad or if the party involved in the legal relationship is domiciled there. The applicability of the Vienna Sales Convention is excluded.

13.2 The court in Synergy's place of establishment has exclusive jurisdiction to hear all disputes, unless imperatively prescribed otherwise by law. Synergy nevertheless has the right to bring the dispute before the court competent by law.

13.3 Parties will first appeal to court only after turning to the utmost to solve a dispute by mutual agreement.

article 14. Amending terms and conditions

14.1 The version that applied at the time the agreement with Synergy was concluded applies.

14.2 Synergy is entitled to change or supplement the general terms and conditions. Minor changes of minor importance can always be implemented. Major substantive changes will be shared with the Other Party in advance.

14.3 The Dutch text of the general terms and conditions always determines the interpretation thereof.

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