



## GENERAL TERMS AND CONDITIONS Domes Europe BV

### Article 1: Scope of leased property

- 1.1 The items leased by lessor shall at all times be regarded as moveable property.
- 1.2 The intention of parties at the lease of the moveable items [hereafter: "the leased property"] concerns temporary lease.
- 1.3 The leased property also includes the installations and facilities available at and around the leased property, applied by lessor for the benefit of the leased property, also in as far as these are not included in the document "Transfer from lessor to lessee" and/or the document "Transfer from lessee to lessor" to be attached to this Lease Agreement as Appendix and signed by Parties.

### Article 2: Condition of leased property

- 2.1 The leased property as well as all corresponding moveable items will be delivered upon commencement of the lease and accepted by lessee in the condition as included in the document "Transfer from lessor to lessee", at least in the condition in which it then is. Should upon commencement of the Lease Agreement no document "Transfer from lessor to lessee" have been formulated, then the leased property is assumed to have been delivered and accepted in the condition that lessee may expect from a well-kept item of the type to which the Lease Agreement is related.

### Article 3: Shortcomings

- 3.1 Shortcomings to the leased property are concerned if, in view of the condition and in view of a characteristic or another circumstance that cannot be attributed to lessee, it cannot provide lessee with the pleasure thereof which he may have expected upon entering into the Lease Agreement.

### Article 4: Inspection

- 4.1 Lessee is obliged to thoroughly inspect the leased property before signing the document "Transfer from lessor to lessee" in order to see whether the leased property is suitable or can be made suitable by lessee for the purpose that lessee wants to give it. If lessee does not do so, then this is fully at the expense and risk of lessee. Lessor is only obliged to inform lessee on shortcomings known to lessor, of which he knows that they might infringe on the suitability. Lessor is not liable for the consequences of possible shortcomings that lessor did not know about nor should have known about.

### Article 5: Purpose of use

- 5.1 Lessee may only use the leased property in accordance with the agreed purpose of use.

### Article 6: Erection of the leased property

- 6.1 Lessee determines the location where the leased property will be erected. Lessee investigates whether and vouches for it that the leased property can be erected safely at the location of the erection and without damage to property of lessee or third parties and/or infringement on other's rights.
- 6.2 Lessee informs lessor on the presence of wiring, cables, pipelines and other works on, above or in the ground.
- 6.3 Lessee states that lessor has brought to his attention that with regard to the presence of wiring, cables, pipelines and other works on, above or in the ground lessee can among other things contact "Klic" for information via telephone number 0800-0080. Lessor cannot be held liable with regard to any information provided by "Klic".
- 6.4 Lessee bears full responsibility for wiring, cables, ground works, etc. which are present on or above the location on which the leased property should be erected, or in the ground on which the leased property should be erected.
- 6.5 The premises on which the leased property should be erected should be horizontal and levelled. Lessor can request from lessee that he indicates a different location if the location indication by lessee appears to lessor to be unsuitable and/or unsafe and/or not without risk of damage to the leased property, property of third parties or persons. Lessee cannot appeal to lessor for not making use by lessor of this authority.
- 6.6 Lessee vouches for it that on the day or days respectively which are necessary for the delivery and/or assembly of the leased property by lessor, the respective premises is completely free and clear, and can be accessed properly, also by [heavy] trucks. Facilities needed for this will be arranged for by lessee and are fully at his expense.

### Article 7: Use of the leased property

- 7.1 If for erection, use or installation of the leased property permission is needed from a third party, lessee shall timely see to obtaining this permission. He shall notify lessor in writing on the permission. Not obtaining the required permission is fully at the expense and risk of lessee. Should lessee not inform lessor on any permission, then lessor may assume that no permission from a third party is necessary. If lessor suffers damage or has to make costs as a result of permissions from third parties not obtained at the time of the erection of the leased property, then lessee is obliged to reimburse this damage or these costs to lessor.
- 7.2 Remunerations paid to a third party for the installation, keeping installed or removing the leased property, in whichever way, are fully at the expense and risk of lessee. Possible remunerations paid by lessor will be charged at the expense of lessee, also if this has not been specifically agreed upon in the lease price, deposit or remuneration for delivery of additional services.
- 7.3 Lessee himself shall actually, fully and decently use the leased property for the full duration of the Lease Agreement, and only in accordance with the indicated purpose of use. Lessee shall thereby take existing rights of third parties, obligations towards third parties and pertaining to government regulations as well as requirements set or to be set by public utility companies into account.
- 7.4 Lessee shall behave in accordance with the provisions of the Law and local provisions as well as with the practices regarding rental and lease, the regulations from the government, the public utility companies and the insurers and all that which is decent in social behaviour.

- 7.5 Lessee shall observe the oral and written instructions given by or on behalf of lessor for the benefit of proper use of the leased property. These include among other things instructions with regard to maintenance, appearance and fire safety.
- 7.6 Lessor can refuse lessee access to the leased property if lessee at the time he first wishes to take the leased property into use does not [yet] comply with his obligations as stated in the Lease Agreement. This has no consequences for the lease commencement date and the obligations of lessee pertaining to the Lease Agreement.
- 7.7 In case of snow, lessee is obliged to immediately install [have installed] and switch on heating appliances inside the leased property so that full de-frosting is guaranteed, in order to prevent the danger of collapsing as a result of snow on the leased property.
- 7.8 Lessor cannot be held accountable if lessor does not timely make the leased property available and/or does not timely remove the leased property at lessee's or otherwise does not timely comply with his obligations towards lessee, if these are the result of circumstances which are outside the power of lessor or are otherwise unforeseen. As such can at least be mentioned: bad weather conditions, fire, explosion or emission of hazardous substances and/or fumes or the danger thereof, shortcomings of lessee or third parties such as suppliers and transporters, illness of staff that cannot be replaced easily, strikes, occupation, blockage and government measures.
- 7.9 Lessor is at all times authorised to access the leased property.

### Article 8: [Government] provisions and permits

- 8.1 Lessee is responsible for and sees himself to the required exemptions and/or permits, including user permits in relation to the purpose of the leased property. The costs related to that are at the expense of lessee. Refusal or withdrawal of any permit will not constitute a reason for termination of the Lease Agreement or for any other further action against lessor.
- 8.2 Upon commencement of the Lease Agreement lessee should investigate himself whether the leased property is suitable for the purpose which lessee wants to render to the leased property. If on the basis of government provisions or on the basis of provisions from other authorised institutions upon commencement of the lease agreement or at a later stage modifications or facilities are necessary inside, on or at the leased property in relation to the purpose which lessee wants to render or has rendered to the leased property, lessee shall immediately report this to lessor - preferably in writing - so that lessor can see whether and, if yes, when lessor can apply these modifications or facilities or have them applied. The costs of the activities in relation to this shall then be fully at the expense of the lessee.
- 8.3 If modifications or facilities are necessary at, inside or on the leased property in relation to the purpose given to it, lessee is also liable for the fact that upon implementation of those activities the requirements in that regard as set by or to be set by the government or any other authorised institution are complied with. Lessee bears the responsibility that the requirements of the permits issued or to be issued are permanently met. Lessor therefore does not indemnify lessee against [government] orders to further investigation or to taking measures.

### Article 9: Environment

- 9.1 If upon commencement of the Lease Agreement an environmental survey was instigated with regard to the premises on which the leased property is or will be installed, and for the duration of the Lease Agreement or immediately after termination of the Lease Agreement - in case of a similar survey - under, inside, at or around the leased property higher concentrations of one or several substances than those to which the survey was related are encountered, then lessee should reimburse the damage resulting from the pollution to the leased property and lessee is liable towards lessor for costs related to lifting that pollution or taking measures. Lessee indemnifies lessor with regard to claims from third parties, including government institutions.
- 9.2 Lessor does not indemnify lessee against [government] findings to further investigation or to taking measures.

### Article 10: Prohibitions and house rules

- 10.1 Lessee is not permitted to:
  - a. apply construction modifications to the leased property;
  - b. apply changes or modifications to the leased property, applying stickers to the leased property, paint or otherwise treat it, cause damage to the leased property because of scattered decorations such as streamers, confetti or other polluting items, whether or not as a result of third parties present inside the leased property;
  - c. saw, nail, cut, paste, spray etc. the leased property;
  - d. store environmentally dangerous substances inside, on, at or in the direct vicinity of the leased property;
  - e. use the leased property in such way that because of this use pollution of the soil or other environmental pollution that occurs damage can be done to the leased property or the appearance of the leased property can be damaged;
  - f. hang objects that are heavier than 30 kilogram inside the leased property, unless lessor has given written permission in advance for this.
- 10.2 Unless Parties have agreed otherwise in writing, lessor does not grant permission for modifications and additions which lessee wishes to apply, if these cannot be undone without substantial costs upon termination of the lease without damage to the leased property or if these modifications and additions are not necessary for a purposeful use of the leased property, or if the lease pleasure is not enhanced or if important objections from the side of the lessor oppose to that.

Initials client:



## GENERAL TERMS AND CONDITIONS Domes Europe BV

- 10.3 Lessor is entitled to give instructions with regard to modifications or additions are desired by lessee, such as with regard to the implementation, location, dimension and choice of materials.
- 10.4 Modifications and additions applied by lessee, whether or not with the permission of lessor, do not constitute part of the leased property.
- 10.5 In as far as Parties have not agreed otherwise in writing, modifications or additions applied by or on behalf of lessor must be made undone by lessee before the termination of the lease.
- 10.6 If applicable, lessee shall at all times keep fire extinguishing facilities, escape routes, emergency doors, emergency lighting and all other safety facilities inside the leased property clear.
- 10.7 If items applied by lessee in relation to maintenance activities, repair activities or removal of the leased property at the end of the lease period must be removed by lessor or third parties, the costs for the removal shall be at the expense and risk of lessee, such regardless of whether lessor has granted permission for applying the respective items.
- 10.8 The lessee obliges himself to confidentiality towards third parties on all business activities of lessor in the broadest meaning of the word which came to his knowledge by virtue of the Agreement as well as the implementation thereof.
- 10.9 The lessee obliges himself to adequately store and safeguard the leased property and all other remaining goods and tools from lessor (including trailers, lorries, tent bags and packing materials) during the time between the construction and disassembly of the leased property with due diligence. At all times, it is strictly prohibited to make use of remaining materials (such as forklift trucks, trucks, lorries, trailers, aggregates, etc.) from the lessor.
- 10.10 The lessee is obliged to stretch the tents daily, and to close them off completely at night.
- 10.11 The lessee is deemed to have received the leased property free of visible shortcomings and/or damage after the construction, unless he immediately after the construction of the leased property orally notifies the lessor on possible shortcomings of or damage to the leased property. The notification should immediately be confirmed in writing by the lessee.
- 10.12 Festival tents are provided with construction books. These construction books contain statistic calculations in relation to the fire requirements to be set. The constructions books can be requested from the lessor at all times. Lessee is prohibited to copy, publish or make these construction books publicly available without prior written permission from the lessor.
- 10.13 Lessee is prohibited to remove advertising statements from the lessor. In this respect lessor guarantees that these advertising statements will be low-scale, separated and non-disturbing. Lease price and remuneration for additional supply of services, without prejudice to lessors' claim for remuneration of the further damage and costs.
- 10.14 The plug cable lighting should be applied in and removed from the leased property by the lessee himself. Emergency lighting and emergency doors should be ordered separately by lessee.
- 10.15 The lessee is obliged to keep himself informed on the weather conditions. Lessee is obliged to continuously carry out wind measurements. Upon exceeding wind speeds of (more than) 7.5 metres per second (wind force 4), lessee is obliged to take measures for the immediate closure of the openings and entrances of the leased property.

### **Article 11: Requests / permission**

- 11.1 If lessor or lessee after signing the Lease Agreement requires a deviation and/or addition to this Lease Agreement, lessor or lessee should address the other Party on his request for this deviation and/or addition in writing.
- 11.2 If and in as far as any provision of this Lease Agreement requires the permission from lessor or lessee, this will only be deemed to have been provided if it was issued in writing.
- 11.3 A permission provided by lessor or lessee is once-only and does not apply to other or subsequent cases. Lessor or lessee is authorised to attach conditions to his approval.

### **Article 12: Sublease**

- 12.1 Except for prior written permission from lessor, lessee is not permitted to partially or fully transfer the leased property in lease, sublease or use to third parties, or to partially or fully transfer the lease or user rights to third parties.

### **Article 13: Modification of lease price**

- 13.1 On the condition that this is agreed upon in the Lease Agreement, lessor is entitled to intermediately modify the lease price in accordance with the conditions as included in the Lease Agreement.

### **Article 14: Termination of the Lease Agreement before commencement of lease period**

- 14.1 Lessor is authorised to terminate the Lease Agreement before the lease period has commenced, on the condition that he then indemnifies lessee as follows:
- 25% of the lease price to be paid by lessee upon termination more than 120 days before the date of commencement of the lease period;
  - 40% of the lease price to be paid by lessee upon termination from the 120<sup>th</sup> day through the 61<sup>st</sup> day before the date of commencement of the lease period;
  - 60% of the lease price to be paid by lessee upon termination from the 60<sup>th</sup> day through the 31<sup>st</sup> day before the date of commencement of the lease period;
  - 70% of the lease price to be paid by lessee upon termination from the 30<sup>th</sup> day through the 7<sup>th</sup> day before the date of commencement of the lease period;
  - 100% of the lease price to be paid by lessee upon termination from the 6<sup>th</sup> day and less before the date of commencement of the lease period.

### **Article 15: Termination of Lease Agreement or use**

- 15.1 Unless agreed otherwise in writing, lessee shall deliver the leased property to lessor at the end of the Lease Agreement or at the end of the use of the leased property in the condition as described upon commencement of the lease in the document "Transfer from lessor to lessee". The condition of the leased property at the end of the Lease Agreement or at the end of the use of the leased property will be recorded jointly by lessee and lessor in the document "Transfer from lessee to lessor".
- 15.2 Should upon commencement of the lease no document "Transfer from lessor to lessee" or otherwise a delivery report on the leased property have been formulated, then the leased property is delivered by lessee to lessor at the end of the Lease Agreement or at the end of the use in the condition which lessor may expect of a well-maintained item of the type to which the Lease Agreement is related, without shortcomings and except for ordinary wear and tear and ageing.
- 15.3 In case of disputes on the condition of the leased property upon commencement of the lease, lessee is assumed to have the leased property in sound condition and without shortcomings.
- 15.4 If lessee has terminated the use of the leased property untimely, lessor is entitled to provide himself access to the leased property at the expense of lessee and take ownership of it, without lessee being entitled to any damages. The leased property shall be inspected by both Parties, timely before the end of the Lease Agreement or the use, and with regard to this inspection Parties shall fill in and sign the document "Transfer from lessor to lessee".
- 15.5 If after having been thoroughly provided with the opportunity thereto lessee does not collaborate within a reasonable term with the inspection and/or the recording of the findings and agreements in the document "Transfer from lessee to lessor", lessor is authorised to carry out the inspection without presence of lessee and set the document as binding for Parties. Lessor shall immediately make a copy of this report available to lessee.
- 15.7 Lessee is obliged to carry out and/or have carried the activities based on the Lease Agreement and the document "Transfer from lessee to lessor" within the term[s] stated therein - or further agreed upon between Parties - to the satisfaction of lessor. If lessee, also after proof of default, partially or fully remains in default regarding the compliance with his obligations, lessor is entitled to have these activities carried out himself and claim the costs related to that from lessee.
- 15.8 Lessor delivers the leased property to lessee cleared, free of use, properly cleaned and in presentation of all items inside, on, at, next to or under the leased property and belong to the leased property and/or the lessor. Lessee is obliged to remove all items that were applied by him inside, at or on the leased property at his own expense. The non-removed items will be removed at the expense of lessee.
- 15.9 If lessee does not make the leased property once again available to lessor at the latest on the final day of the lease period before disassembly, then the following applies. On the time that is necessary for once again making the leased property available [including the time of disassembly], calculated from the date of the end of the Lease Agreement, lessee is due to lessor an amount, calculated according to the latest applicable lease price and remuneration for additional delivery of services, without prejudice to lessors claim for damages for further damage and costs.
- 15.10 Lessee vouches for it that on the day and/or days respectively which are necessary for the disassembly and removal of the leased property by lessor, the respective premises is completely free and clear, and can be accessed properly, also by [heavy] trucks. Facilities needed for this will be arranged for by lessee and are fully at his expense.
- 15.11 Lessor is authorised to annul the Lease Agreement - partially or fully - if the lessee does not comply with his obligations towards the lessor after having been proven in default thereof and compliance within a reasonable term does not occur.
- 15.12 Lessor is authorised to annul the Lease Agreement as off immediately if the lessee files for suspension of payment, is in a state of bankruptcy, the Dutch Refinancing of Debt for Natural Persons Act [WSNP] is declared applicable to lessee, or if lessee partially or fully ceases or transfers his business to a third party.
- 15.13 In case of suspension of payment, bankruptcy, WSNP, transfer or discontinuation of [the business of] lessee, lessor is entitled to immediately bring back the leased property into his possession. The costs related to this are at the expense of lessee.

### **Article 16: Damage and liability**

- 16.1 In case of damage or accident the lessee shall inform the lessor immediately. The lessor can be reached by telephone in all cases.
- 16.2 Lessee shall timely take suitable measures in order to prevent and limit damage to the leased property such as damage as a result of short circuit, fire, leakage, snow, storm, frost or any other weather condition, inflow and outflow of gasses, fluids, etc. Lessee shall inform lessor immediately by telephone if such damage or event occurs or is expected to occur.
- 16.3 The lessee is liable for damage occurred during the period between the assembly and disassembly of the leased property.
- 16.4 The lessor is never liable for consequential damage or indirect damage, profits and income not enjoyed including those which are in any way related with force majeure or at least a circumstance that cannot be attributed to lessor, because of which the concluded Agreement cannot be implemented partially or in full. Lessee indemnifies lessor against all claims from third party on remuneration of damage or otherwise, which are directly or indirectly related to the implementation of the Agreement between the lessor and the lessee.

Initials client:



## GENERAL TERMS AND CONDITIONS Domes Europe BV

- 16.5 The liability of the lessor for all direct costs and damage in any way related to or caused by a mistake or shortcoming during the implementation of the Agreement is at all times limited to the net invoice amounts per event or combination of events pertaining to the same cause, unless and in as far as lessor is insured against such costs and damage, in which case applies as maximum the amount for which the lessor has insured himself against such damage-causing events by virtue of the company liability insurance concluded by the lessor and for which company liability insurance as mentioned actual coverage is indeed granted.
- 16.6 Lessor is not liable for the consequences of shortcomings which he did not know about or should not have known about upon the conclusion of the Lease Agreement.
- 16.7 Lessor is not liable for damage caused to the person or goods of the lessee or of third parties which might be present in or around the leased property. Lessee indemnifies the lessor against claims from those third parties.
- 16.8 Lessee is liable for damage which is the consequence of modifications and additions applied by him or on his behalf. Lessee indemnifies lessor against claims from third parties on damage caused by facilities and modifications applied by lessee.
- 16.9 The lessee is liable for damage to or the loss of goods and tools from third parties, not being the lessor, unless the damage or loss can be attributed to gross negligence or intent of the lessor.
- 16.10 Lessor is not liable for hindrances in the use of the leased property caused by third parties, or for shortcomings which occurred because lessee did not comply with his maintenance obligation.
- 16.11 The leased property should immediately and without hesitation be cleared of all employees, visitors and other persons if weather conditions make this necessary. A weather condition as described above among other things occurs if during ten consecutive minutes wind speeds (peaks) of at least 18 metres per second (wind force 8) are reached. If lessee remains in default to immediately and without hesitation clear the leased property in case of the aforementioned weather conditions, he indemnifies the lessor against all claims for damage in whichever form resulting from calamities caused directly or indirectly by the aforementioned weather conditions.

### **Article 17: Deposit**

- 17.1 As deposit for the correct compliance with his obligations pertaining to the Lease Agreement, lessee shall pay lessor a deposit. In case the lessee does not, not timely or not completely comply with his obligations, lessor is entitled to keep the deposit and to settle it with the damage suffered by lessor, without permission from lessee being necessary for that and regardless of the options for claiming damage by lessor which exceeds the sum of the paid deposit.
- 17.2 If the deposit is used during the lease period by lessor, lessee should once again transfer a deposit within a term to be set by lessor.

### **Article 18: Negligence and costs**

- 18.1 Negligence by one of the Parties occurs after one party has proven the neglecting Party in default in writing, has summoned to still comply with his obligations within a reasonable term, and these summons have not been answered within the set term.
- 18.2 In all cases in which lessor has a proof of default, a summons or a writ to lessee, or in case of legal proceedings against lessee in order to force him to comply with the Lease Agreement or to vacate and make the leased property available, lessee is obliged to settle all costs made for this - both judicially and extra-judicially - with lessor.
- 18.3 From the day of negligence until the day of full payment, lessee is due legal interest to lessor on the amount due.

### **Article 19: Payments**

- 19.1 The payment of the lease price and of everything that is further due by virtue of this Lease Agreement shall be at the latest on the due date in legal Dutch currency - without postponement, discount, deduction or settlement - by deposit or bank transfer to an account indicated by lessor, or in cash.

### **Article 20: Joint liability**

- 20.1 If various [natural or legal] persons have obliged themselves as lessee, these shall always be each and jointly liable towards lessor for the total package of obligations resulting from the Lease Agreement.
- 20.2 The obligations from the Lease Agreement are jointly liable, also when they concern successors or assignees of lessee.

### **Article 21: Penalty clause**

- 21.1 If after having been proven in default by lessor lessee does not comply with the provisions included in these General Lease Conditions, lessee forfeits to lessor, in as far as no specific penalty was agreed upon, an immediately claimable penalty of 20% of the total lease sum per day for each day that lessee is in default. In this context a part a of day counts as a full day. The above leaves the right of lessor for full damages unimpeded.

### **Article 22: Complaints and disputes**

- 22.1 Lessee shall file wishes and complaints in writing. In urgent cases it shall be possible to do so orally. In such cases the lessee should thereafter confirm the wish or complaint as soon as possible in writing.
- 22.2 Dutch Law applies to the Lease Agreement and to these "General Lease Conditions TVD".
- 22.3 Disputes shall only be brought before the competent court in Utrecht. If Domes Europe B.V. brings an action before a court, Domes Europe B.V. cannot be required to provide any advance security for costs and expenditure on the side of the buyer.

### **Article 23: Other and final provisions**

- 23.1 With the exemption of possible [general] conditions of lessee, the "General Lease Conditions TVD" apply.
- 23.2 If a part of the Lease Agreement or of these General Lease Conditions should appear null or reversible, then this leaves the validity of the other parts of the Lease Agreement and "General Lease Conditions TVD" unimpeded.

Initials client: