

## **GENERAL TERMS AND CONDITIONS CBFM Media Group**

### **Definitions**

1. CBFM Media Group: Commercials Broadcast for Marketing Media Group, established in Almere The Netherlands under Chamber of Commerce No 76457559.
2. Client: the person with whom CBFM Media Group has entered into an agreement.
3. Parties: CBFM Media Group and client together.
4. Consumer: a client who is also an individual and who acts as a private person.

### **Applicability of general terms and conditions**

1. These terms and conditions apply to all quotations, offers, activities, orders, agreements and deliveries of services or products by or on behalf of CBFM Media Group.
2. Parties may only deviate from these terms and conditions if they have expressly agreed to do so in writing.
3. The parties expressly exclude the applicability of additional and/or different general terms and conditions of the client or third parties.

### **Offers and quotations**

1. Offers and quotations made by CBFM Media Group are without obligation, unless explicitly stated otherwise.
2. An offer or quotation is valid for a maximum of two weeks, unless a different acceptance period is stated in the offer or quotation.
3. If the customer does not accept an offer or quotation within the applicable period, the offer or quotation will lapse.
4. Offers and quotations do not apply to repeat orders, unless the parties have expressly agreed to this in writing.

### **Acceptance**

1. In the event of acceptance of an offer or quotation without obligation, CBFM Media Group reserves the right to withdraw the offer or quotation within 3 days of receipt of the acceptance, without the client being able to derive any rights from this.
2. Oral acceptance by the client will only bind CBFM Media Group after the client has confirmed this in writing (or electronically).

### **Prices**

1. All prices charged by CBFM Media Group are in euros, are exclusive of VAT and exclusive of any other costs such as administration costs, levies and travel, shipping or transport costs, unless explicitly stated otherwise or agreed otherwise.
2. CBFM Media Group may change all the prices it charges for its products or services, on its website or which have been made known in any other way, at any time.
3. The price relating to a service is determined by CBFM Media Group on the basis of the hours actually spent.
4. The price will be calculated in accordance with CBFM Media Group's usual hourly rates, valid for the period in which it performs the work, unless a different hourly rate has been agreed..

5. If the parties have agreed on a total amount for a service provided by CBFM Media Group, this will always be a guide price, unless the parties have expressly agreed on a fixed price in writing, from which there can be no deviation.
6. CBFM Media Group is entitled to deviate from the recommended price by up to 10%.
7. If the guide price rises by more than 10%, CBFM Media Group must inform the client in good time why a higher price is justified.
8. If the recommended price is more than 10% higher, the client has the right to cancel the part of the assignment that is above the recommended price plus 10%.
9. CBFM Media Group is entitled to adjust the prices annually.
10. CBFM Media Group will inform the client of price adjustments prior to their entry into force.
11. The consumer has the right to terminate the agreement with CBFM Media Group if he does not agree to the price increase.

### **Payments and payment term**

1. The client must pay invoices to CBFM Media Group within 14 days of the invoice date, unless the parties have agreed otherwise or the invoice states a different payment term.
2. Terms of payment are considered to be strict terms of payment. This means that if the client fails to pay the agreed amount by the last day of the payment term at the latest, he is in default and in default by operation of law, without CBFM Media Group having to send or give notice of default to the client.
3. CBFM Media Group reserves the right to make a delivery dependent on immediate payment or to demand security for the total amount of the services or products.

### **Consequences of not paying on time**

1. If the client fails to pay within the agreed period, CBFM Media Group is entitled to charge interest at a rate of 1% per month from the date on which the client is in default, whereby part of a month is counted as a whole month.
2. If the client is in default, he will also owe CBFM Media Group extrajudicial collection costs and any compensation for damages.
3. The collection costs will be calculated on the basis of the **Decision on remuneration** for out-of-court collection charges (Decree on compensation for extrajudicial collection costs).
4. If the client fails to pay on time, CBFM Media Group may suspend its obligations until the client has fulfilled its payment obligation.
5. In the event of liquidation, bankruptcy, attachment or suspension of payments on the part of the client, CBFM Media Group's claims against the client will become immediately due and payable.
6. If the client refuses to cooperate in the execution of the agreement by CBFM Media Group, he is still obliged to pay the agreed price to CBFM Media Group.

### **Suspension right**

Unless the customer is a consumer, the customer waives the right to suspend the fulfilment of any obligation arising from this agreement.

### **Settlement**

Unless the client is a consumer, the client waives his right to set off a debt to CBFM Media Group against a claim against CBFM Media Group.

### **Insurance**

1. The customer undertakes to adequately insure the following items and to keep them insured against, among other things, fire, explosion and water damage as well as theft:
  - goods delivered that are necessary for the execution of the underlying agreement
  - matters of CBFM Media Group that are present at the client's premises
  - goods that have been delivered under retention of title
2. At CBFM Media Group's first request, the client will make the insurance policy available for inspection.

### **Warranty**

If the parties have entered into an agreement of a service-oriented nature, this will only contain commitments to the best of CBFM Media Group's ability, not any obligation to achieve a result.

### **Execution of the contract**

1. CBFM Media Group will execute the agreement to the best of its knowledge and ability and in accordance with the requirements of good craftsmanship.
2. CBFM Media Group is entitled to have the agreed services provided (in part) by third parties.
3. The implementation of the agreement will take place in mutual consultation and after written approval and payment of any agreed advance by the client.
4. It is the client's responsibility to ensure that CBFM Media Group can commence the execution of the agreement on time.
5. If the client has not ensured that CBFM Media Group can commence execution of the agreement on time, the resulting extra costs and/or extra hours will be at the client's expense.

### **Provision of information by the customer**

1. The client will make all information, data and documents relevant to the correct execution of the agreement available to CBFM Media Group on time and in the desired form and in the desired manner.
2. The client guarantees the accuracy, completeness and reliability of the information, data and documents made available, even if they originate from third parties, unless the nature of the agreement dictates otherwise.
3. If and to the extent that the client so requests, CBFM Media Group will return the relevant documents.
4. If the client fails to make available the information, data or documents reasonably required by CBFM Media Group, or fails to do so on time or properly, and if the execution of the agreement is delayed as a result, the resulting extra costs and extra hours will be at the client's expense.

### **Duration of the contract**

1. If a fixed-term contract is entered into, it will be tacitly converted into a contract for an indefinite period of time at the end of the period, unless one of the parties terminates the contract with due observance of a notice period of one month (s), or a consumer terminates the contract with due observance of a notice period of one month, then the contract will end by operation of law. His parties within the term of the agreement for the completion of certain work activities has been agreed, then this will never be a fatal deadline. If this term is exceeded, the client must give CBFM Media Group written notice of default..

## **Intellectual property**

1. CBFM Media Group retains all intellectual property rights (including copyright, patent law, trademark law, drawing and design law, etc.) to all designs, drawings, writings, data carriers or other information, quotations, images, sketches, models, models, etc., unless the parties have agreed otherwise in writing.
2. The client may not copy, display and/or make available to third parties or use the aforementioned intellectual property rights in any other way without the prior written permission of CBFM Media Group.

## **Secrecy**

1. The client will keep any information he receives from CBFM Media Group (in whatever form) confidential.
2. The same applies to all other information concerning CBFM Media Group that he knows or can reasonably suspect to be secret or confidential, or of which he can expect that its dissemination may cause damage to CBFM Media Group.
3. The client will take all necessary measures to ensure that he also keeps the information referred to in paragraphs 1 and 2 secret.
4. The duty of confidentiality described in this article does not apply to information:
  - which was already in the public domain before the customer learned of this information or which later became in the public domain without this being the result of a breach of the customer's duty of confidentiality.
  - which is made public by the customer on the basis of a statutory obligation.
5. The confidentiality obligation described in this article applies for the duration of the underlying agreement and for a period of 3 years after its expiry.

## **Penalty clause**

1. If the client violates the article of these general terms and conditions on confidentiality or intellectual property, he will forfeit to CBFM Media Group an immediately payable penalty of € 5,000 for each violation, as well as an amount of 5% of the above-mentioned amount for each day that the violation continues.
2. Forfeiture of this penalty does not require prior notice of default or legal proceedings. There is also no need for any form of damage.
3. The forfeiture of the penalty referred to in paragraph 1 of this article does not affect CBFM Media Group's other rights, including its right to claim compensation in addition to the penalty.

## **Indemnification**

The client indemnifies CBFM Media Group against all claims by third parties relating to the products and/or services provided by CBFM Media Group.

## **Complaints**

1. The client must inspect a product or service provided by CBFM Media Group for any shortcomings as soon as possible.
2. If a delivered product or service provided does not meet the client's reasonable expectations of the agreement, the client must notify CBFM Media Group of this as soon as possible, but in any case within 1 month of the discovery of the shortcomings.
3. Consumers must inform CBFM Media Group of the shortcomings no later than 2 months after they have been discovered.
4. The client will provide as detailed a description as possible of the shortfall, so that CBFM Media Group will be able to respond adequately to it.
5. The client must demonstrate that the complaint relates to an agreement between the parties.
6. If a complaint relates to ongoing work, this cannot in any case result in CBFM Media Group being obliged to carry out work other than that agreed upon.

## **Notice of default**

1. The client must notify CBFM Media Group of any notice of default in writing.
2. It is the client's responsibility to ensure that a notice of default actually reaches CBFM Media Group on time.

## **Joint and several liability of the customer**

If CBFM Media Group enters into an agreement with several clients, each of them is jointly and severally liable for the full amounts that they owe CBFM Media Group on the basis of that agreement.

## **Liability of CBFM Media Group**

1. CBFM Media Group is only liable for any damage suffered by the client if and insofar as that damage was caused by intent or intentional recklessness.
2. If CBFM Media Group is liable for any damage, it will only be liable for direct damage arising from or in connection with the execution of an agreement.
3. CBFM Media Group is never liable for indirect damage, such as consequential damage, loss of profit, lost savings or damage to third parties.
4. If CBFM Media Group is liable, this liability will be limited to the amount paid out by a (professional) liability insurance policy and in the absence of (full) payment by an insurance company of the amount of the damage, the liability will be limited to the (part of the) invoice amount to which the liability relates.
5. All images, photographs, colours, drawings, descriptions on the website or in a catalogue are only indicative and only apply approximately and may not give rise to compensation and/or (partial) dissolution of the agreement and/or suspension of any obligation.

### **Expiry date**

Any right of the client to compensation from CBFM Media Group will in any case lapse 12 months after the event from which the liability arises directly or indirectly. This does not exclude the provisions of Article 6:89 of the Dutch Civil Code..

### **Right to dissolve**

1. The client has the right to dissolve the agreement if CBFM Media Group imputably fails to fulfil its obligations, unless this failure does not justify the dissolution in view of its special nature or minor importance.
2. If fulfilment of the obligations by CBFM Media Group is not permanently or temporarily impossible, dissolution can only take place after CBFM Media Group has been in default.
3. CBFM Media Group has the right to dissolve the agreement with the client if the client fails to fulfil its obligations under the agreement in full or on time, or if CBFM Media Group has become aware of circumstances that give it good reason to fear that the client will not be able to fulfil its obligations properly.

### **Force majeure**

1. In addition to the provisions of Article 6:75 of the Dutch Civil Code, a failure on the part of CBFM Media Group to fulfil any obligation towards the client cannot be attributed to CBFM Media Group in a situation that is independent of the will of CBFM Media Group, as a result of which the fulfilment of its obligations towards the client is prevented in whole or in part or as a result of which the fulfilment of its obligations cannot reasonably be required of CBFM Media Group.
2. The force majeure situation referred to in paragraph 1 also includes, but is not limited to: a state of emergency (such as civil war, riots, riots, natural disasters, etc.); failure to perform and force majeure on the part of suppliers, deliverers or other third parties; unexpected power, electricity, internet, computer and telecoms failures; computer viruses, strikes, government measures, unforeseen transport problems, bad weather conditions and work stoppages.
3. If a situation of force majeure arises as a result of which CBFM Media Group cannot fulfil one or more obligations to the client, those obligations will be suspended until CBFM Media Group is able to fulfil them again.
4. From the moment that a situation of force majeure has lasted at least 30 calendar days, both parties may dissolve the agreement in whole or in part in writing.
5. CBFM Media Group will not owe any compensation or damages in a situation of force majeure, not even if it enjoys any advantage as a result of the situation of force majeure.

### **Amendment of the Agreement**

If, after the conclusion of the agreement, it becomes necessary to change or supplement its content in order to implement it, the parties shall amend the agreement accordingly in good time and by mutual agreement.

### **Modification of general terms and conditions**

1. CBFM Media Group is entitled to amend or supplement these general terms and conditions.
2. Changes of minor importance may be made at any time.
3. CBFM Media Group will discuss major substantive changes with the client in advance as much as possible.
4. Consumers are entitled to terminate the agreement in the event of a substantial amendment to the general terms and conditions.

### **Transfer of rights**

1. The client's rights under an agreement between the parties may not be transferred to third parties without the prior written consent of CBFM Media Group.
2. This provision will apply as a clause with effect under the law of property as referred to in Section 3:83(2) of the Dutch Civil Code.

### **Consequences of nullity or voidability**

1. If one or more provisions of these general terms and conditions prove to be void or voidable, this shall not affect the other provisions of these terms and conditions.
2. In that case, a provision that is null and void or annulable will be replaced by a provision that comes closest to what CBFM Media Group had in mind when drawing up the terms and conditions in that respect.

### **Applicable law and competent court**

1. Any agreement between the parties shall be governed exclusively by Dutch law.
2. The Dutch court in the district in which CBFM Media Group has its registered office/practice will have exclusive jurisdiction to take cognizance of any disputes between the parties, unless the law compulsorily prescribes otherwise.

Prepared on 31 August 2019.