

GENERAL TERMS AND CONDITIONS

The Next Cue B.V.

Registered in the Trade Register under number 88698793

Article 1 APPLICABILITY

1.1 These general terms and conditions apply to all offers and quotations of The Next Cue B.V. as well as to all agreements between The Next Cue B.V. and the other party (as defined below), on the basis of which The Next Cue B.V. supplies one or more products to the other party and/or rents them out and/or performs one or more specific activities and/or services.

1.2 The services referred to in paragraph 1 shall include the provision of audio, video and lighting facilities for radio, television and theater productions, as well as concerts, congresses, product presentations and events, all in the broadest sense of the word.

the broadest sense of the word.

1.3 In these conditions "the other party" means any (legal) person who has entered into an agreement with

1.3 In these conditions "the other party" means any (legal) person who has entered into an agreement with The Next Cue B.V. or wishes to do so and, apart from this party, its representative(s), agent(s), assignee(s) and heirs.

1.4 In these conditions "goods" means: hardware and/or software and furthermore everything

1.4 In these terms and conditions "goods" shall mean: hardware and/or software and further anything that may be the subject of an agreement, subject to the business activities of The Next Cue B.V..

1.5 Deviations from these terms and conditions shall apply only insofar as they are agreed in writing between The Next Cue B.V. and the

1.5 Deviations from these conditions shall only be effective insofar as they are agreed in writing between The Next Cue B.V. and the other party and shall apply only to the

agreement. Any terms and conditions of the other party shall not be accepted by The Next Cue B.V. 1.5 Any terms and conditions of the other party are not accepted by The Next Cue B.V., except after separate written acceptance by The Next Cue B.V..

1.6 The Dutch text of these terms and conditions shall prevail over any sworn or unsworn translations

1.6 The Dutch text of these terms and conditions shall prevail over any translations thereof, whether or not sworn.

Article 2 OFFERS

2.1 All offers are without obligation unless otherwise agreed in writing.

Offers should be regarded as an invitation to the other party to make an offer.

of an offer. Unless explicitly stated otherwise, offers from The Next Cue B.V. do not include assembly or installation. Unless otherwise indicated, offers by The Next Cue B.V. are valid for no longer than forty-five (45) days from the date of the offer.

2.2 All drawings and information provided with an offer, such as sizes, weights,

2.2 All drawings and information provided with an offer, such as sizes, weights, capacities and quantities, have been compiled as accurately as possible. These specifications are

These specifications are only binding insofar as they are expressly confirmed. Details do not need to be

details need not be provided.

2.3 In offers, The Next Cue B.V. assumes that all items are delivered in the usual manner and that all work can be performed in the normal way.

Special requirements and circumstances must be specified in advance to The Next Cue B.V. in writing and in sufficient detail.

Special requirements and circumstances must be specified in advance in writing and in sufficient detail to The Next Cue B.V.. The Next Cue B.V. will then state explicitly in the offer whether and to what extent these have been taken into account by The Next Cue B.V..

2.4 Offers, as well as drawings, designs, diagrams, models, computer programs and calculations produced by The Next Cue B.V. (or on its behalf) are the property of The Next Cue B.V. and may not

be disclosed to third parties or made available for inspection without the express written consent of The Next Cue B.V..

2.5 The Next Cue B.V. reserves the right to refuse assignments and/or orders without giving reasons.

Article 3 AGREEMENT

3.1 Subject to the provisions below, an agreement with The Next Cue B.V. shall come into effect only after The Next Cue B.V. has accepted an order in writing or, as the case may be, after the order has been placed.

accepted or confirmed in writing, or by execution of the contract.

agreement. Acceptance or confirmation is deemed to reflect the agreement correctly and completely.

acceptance or confirmation is deemed to reflect the agreement accurately and completely.

3.2 Additional agreements or modifications made at a later date, as well as agreements with and/or

3.2 Subsequent additional agreements or modifications as well as agreements with and/or promises made by The Next Cue B.V. personnel, shall only bind The Next Cue B.V. if these have been confirmed by The Next Cue B.V. in writing.

3.3 For supplies and/or work for which, given their nature and scope, no quotation or

3.3 For supplies and/or work for which, given their nature and scope, no offer or order confirmation is sent, the invoice shall also be considered an order confirmation.

3.3 For supplies and/or activities for which, given their nature and scope, no quotation or order confirmation is sent, the invoice shall also be considered an order confirmation, which shall also be deemed to reflect the agreement accurately and fully.

3.4 If an agreement concerns the hiring out of equipment and/or technical staff for a

3.4 If an agreement includes the hiring out of equipment and/or technical staff for a series of productions (for example TV programmes), each production is deemed to be

production, an agreement concerning the services agreed upon for that production shall be considered to have been

production shall be deemed to have been concluded for each production.

3.5 Each agreement is entered into under the suspensive condition that the other party -

3.5 Every agreement is entered into under the suspensive condition that the other party - exclusively at the discretion of The Next Cue B.V. - is sufficiently creditworthy for the financial fulfilment of the agreement.

3.6 At or after the formation of the agreement, The Next Cue B.V. is entitled, before performing or continuing to perform, to demand security from the other party that both the payment and other obligations will be met.

other obligations will be met.

3.7 On or after the formation of the agreement, The Next Cue B.V. is entitled, before performing or continuing to perform, to demand an advance of any size from the other party.

3.8 The other party, without the prior consent of The Next Cue B.V., is not entitled to transfer to third parties the rights arising from an agreement for services to be provided by The Next Cue B.V. or for goods to be supplied by The Next Cue B.V.. Notwithstanding the provisions of paragraph 9 of this article, The Next Cue B.V. shall in any case not grant such permission if a price is stipulated for this transfer.

3.9 The use by the other party of services provided by The Next Cue B.V. for co-productions with one or more third parties must be notified in writing by the other party to The Next Cue B.V..

Towards The Next Cue B.V., only the other party shall be liable for the full performance of the agreement.

3.10 Cancellation of an agreement by the other party shall only be possible if such is done

3.10 Cancellation of an agreement by the other party shall only be possible if done in writing before the start of the performance of services and/or the delivery of

delivery of goods. With due observance of the provisions set out below, in the event of

In the event of cancellation The Next Cue B.V. shall at all times charge the other party for any preparation costs incurred.

With due regard for the provisions below, in the event of cancellation The Next Cue B.V. will at all times charge the other party for any preparation costs incurred. If cancellation takes place more than 5 working days

If the cancellation takes place more than 5 working days before the start of the performance of services or delivery of goods, then the other party,
In addition to the preparation costs referred to in the second sentence of this article, the other party compensation, which is fixed at 50% of the agreed fee/price.

fee/price agreed upon. If the cancellation takes place later than 5 working days before the start of the

services or delivery of the goods, the compensation as referred to above shall be

3.11 The financial obligations of Thee are governed by the law of the country in which the contract is concluded.

3.11 The Next Cue B.V.'s financial obligations to third parties, related to the cancelled contract, which The Next Cue B.V. must meet, including purchased or ordered materials and/or hired equipment or technicians, shall also be charged in full to the other party.

Article 4 PRICES

4.1 All price quotations are subject to change unless otherwise agreed in writing.
agreed upon in writing.

4.2 Unless otherwise stated, the prices of The Next Cue B.V.:

- based on the level of purchase prices, wages, salaries and wages applicable at the time of the offer/order date

purchase prices, wages, labour costs, social and government charges, freight costs, insurance premiums and other costs

- Based on delivery "ex works The Next Cue B.V.".

- exclusive of VAT, import duties, other taxes, other government-imposed levies, etc.
levies

- exclusive of the costs of packaging, loading and unloading, transport and transport insurance stated in Euros. If stated in a different currency, any exchange rate differences occurring in the period between

If stated in another currency, any exchange rate changes in relation to the Euro occurring in the period between quotation and delivery shall be passed on.

4.3 If work has also been agreed, The Next Cue B.V. is entitled to charge any costs, related to demonstrable more or heavier work than foreseen or to the fact that the

4.3 If work is also agreed, The Next Cue B.V. is entitled to charge any costs associated with demonstrably more or heavier work than foreseen or with the fact that work had to be done at other than usual hours or with a delay through no fault of The Next Cue B.V..

The Next Cue B.V. is entitled to charge any costs in excess of the agreed price associated with demonstrably more extensive or difficult work than was foreseen, or with the fact that work had to be done at different hours than usual, or with a delay beyond The Next Cue B.V.'s control in the execution of the work. The Next Cue B.V. shall also be entitled to index the labour component, and charge for the higher labour costs thus calculated.

4.4 If, during the execution of the agreement, the other party requires more services or

4.4 If during the execution of the agreement the other party requires more services or requires (the) service(s) for a longer period than agreed and The Next Cue B.V. is able to meet this requirement, all this shall be recorded in writing in a supplement to the agreement.

agreement in writing. Only after the supplement has been signed will the additional additional services will be provided. The additional services will be charged and be paid in accordance with the provisions of Article 16.

Article 5 DELIVERY TIME AND DELIVERY

5.1 Delivery time shall be understood to mean the period stipulated in the agreement by which the

5.1 Delivery time shall be understood to mean the period stipulated in the agreement by which the goods must be at the disposal of the other party or, if services and/or work has been agreed, the period within which these services and/or activities must have been performed.

5.2 The indication of delivery times shall always be approximate, unless expressly agreed otherwise in writing.

- 5.2 Indications of delivery times are always approximate, unless expressly agreed otherwise in writing.
- 5.3 An agreed delivery period shall not begin to run until all necessary details are in the possession of
- 5.3 An agreed delivery period shall not commence until all necessary details are in The Next Cue B.V.'s possession and payment, if and insofar as it is
- 5.3 An agreed delivery time does not commence until all necessary details are in The Next Cue B.V.'s possession and payment, if and insofar as this is required for the order, has been made or the requested security or advance payment has been provided.
- 5.4 The Next Cue B.V. is obliged to observe the specified delivery time as much as possible but is in no way liable for reasonable delays.
- 5.5 Exceeding the stated delivery time does not oblige The Next Cue B.V. to pay any compensation and does not give the other party the right to cancel the contract or refuse to purchase.
- 5.6 Unless otherwise agreed, delivery of goods shall be "ex works/warehouse".
- 5.7 Delivery in parts (partial deliveries) is always permitted. Said partial deliveries The Next Cue B.V. may invoice said partial deliveries separately. In that case, the other party is obliged to pay in accordance with the provisions of Article 16 of these terms and conditions.
- 5.8 If the goods have not been taken by the other party after expiry of the delivery period, they are
- 5.8 If the goods are not taken by the other party after expiry of the delivery period, they are stored at his disposal at his expense and risk. In case of
- In the event of long-term storage as a result of the other party not taking delivery of the goods on the agreed date
- In the event of prolonged storage as a result of failure to take delivery on the agreed date, The Next Cue B.V. shall charge storage costs.
- 5.9 Minor deviations from the delivered or rented goods in terms of dimensions, color, capacity, form and packaging shall be considered by the other party,
- form and packaging shall never be grounds for the other party to cancel the order in part or in full, or to cancel all or part of the order.
- the order in full or in part, or to refuse full or partial payment or to claim
- claim damages.
- 5.10 The other party shall be obliged to check the delivered goods and/or the packaging immediately upon receipt, both quantitatively
- 5.10 The other party is obliged to check the delivered goods or the packaging immediately upon receipt, both quantitatively and qualitatively. This also applies in the situation referred to in paragraph 8 of
- of this article. Any shortfalls or damage must be reported to The Next Cue B.V. in accordance with article 13 of these conditions.
- Any shortcomings or damage must be reported to The Next Cue B.V. in accordance with article 13 of these terms and conditions.
- 5.11 If work outside the factory of The Next Cue B.V. has also been agreed, the other party must
- 5.11 If work outside The Next Cue B.V.'s factory has also been agreed, the other party must ensure that the work can commence without delay, including by
- 5.11 If work outside The Next Cue B.V. factory is also agreed, the other party must ensure that the work can commence without delay, including by making the workplace easily accessible for The Next Cue B.V.'s personnel and materials to be
- materials to be supplied. The other party is also required to provide the necessary power
- connections and good
- Furthermore, the other party is required to provide the necessary power connections and good working light, to make auxiliary equipment such as hoisting gear and scaffolding available and to ensure that no work by third parties obstructs or delays the progress of The Next Cue B.V.'s work.
- work.
- 5.12 The Next Cue B.V. is authorised to call in third parties (subcontractors) for the realisation of a delivery.
- subcontractors) for the realisation of a delivery.
- 5.13 If, at the request of the other party, implementation takes place within a shorter period than agreed, the
- 5.13 If, at the request of the other party, implementation takes place within a shorter period than agreed, the associated additional

other party. The Next Cue B.V. shall send the other party a specification of these costs.

5.14 If the preparation for the provision of services depends (in part) on the information to be provided by the other party

5.14 If the preparation for the provision of services depends (in part) on the information, instructions, documentation

or materials, including scripts, texts, images, image and sound carriers, to be provided by the other party under the agreement and

and the other party fails to meet its obligations in this matter, irrespective of the cause, in a timely manner, agreed

obligations in this matter, irrespective of the cause, agreed times and times will be changed accordingly, if possible.

modified. If a change is not possible or if the change leads to a fatal deadline being exceeded, the other party

deadline, the other party shall be entitled to cancel the agreement and the provisions of articles 3.10 and 3.11 shall apply.

3.10 and 3.11 shall apply.

Article 6 RENTAL

6.1 Rental agreements will also be governed by these General Terms and Conditions, unless this

6.1 Lease agreements are also governed by these General Terms and Conditions, unless this article expressly provides otherwise.

6.2 Where in these General Conditions reference is made to "other party", this should be understood to mean, in the

6.2 Where reference is made in these General Conditions to "other party", this must be understood to include "Renter".

6.3 In this article, "Landlord" shall mean: The Next Cue B.V. In this article the term "Renter" shall mean

6.3 For the purposes of this article, "Renter" means: The Next Cue B.V..

otherwise made available by the lessor. The Renter is subject to the same obligations as the "other party" referred to in the other articles.

The Renter will be subject to all applicable articles of the General

the General Terms and Conditions for the Supply of Goods and Services. By "Equipment" is meant in this article means: all (electrical) appliances in the field of audio, video and lighting technology, as well as

lighting technique, as well as musical instruments and any other items that the

Lessor makes available for lease or other use, as well as all related accessories

accessories, cables, packaging materials, etc.

6.4 The Renter shall use the Equipment only for the purpose for which it is

6.4 The Renter shall only use the Equipment for the purpose for which the Equipment has been manufactured. The Renter shall treat the Equipment with due care and shall ensure that it is

6.5 The Renter shall treat the Equipment with due care and shall ensure a proper and safe storage place. The Renter shall at all times give access to the Equipment

The Renter shall at all times give a person authorised by the Letter access to the buildings or premises where the Equipment is located, in order to

where the Equipment is located, in order to inspect the condition of the Equipment.

6.5 The Renter shall, in the event of theft of, loss of or damage to the Equipment, immediately

6.5 The Renter shall immediately notify the Letter by means of an extensive written report in case of theft, loss of or damage to the Equipment.

The Renter shall also immediately report theft or damage to the Equipment to the police in the place where the Renter is located.

the police in the place where the theft took place or the damage was caused.

destruction and provide the lessor with a copy of the report.

the Landlord.

6.6 The Renter will not copy, pass on to third parties or allow third parties to copy any data relating to designs and/or construction methods used by the Landlord.

6.6 The Tenant will not copy, show or disclose to third parties any information regarding designs and/or construction methods used by the Landlord.

6.7 The Renter shall not let the Equipment to third parties, shall not give it on loan or shall otherwise make it

6.7 The Renter shall not rent out, lend out or otherwise make available the Equipment to third parties.

6.8 The Equipment is rented for the period of at least one (1) day. The rental period begins on the day that the Equipment leaves the warehouse of the Letter, and ends on the day that the Equipment is

The rental period starts on the day that the Equipment leaves the Letter's warehouse and ends on the day that the Equipment is returned to the Letter's warehouse, unless agreed otherwise in writing.

6.9 Equipment shall be transported at the expense and risk of the Renter in the packaging provided by the

6.9 Equipment shall be transported at the Renter's expense and risk in the packaging provided by the Letter.

6.10 The Renter must ensure that the Equipment is delivered to him in good condition.

6.10 The Renter must make sure that the Equipment is delivered to him in good condition. The Letter assumes that the Renter is familiar with the way the Equipment works and that the operation of the Equipment and that the Equipment ordered by the Renter meets the purpose for which the Equipment is rented.

purpose for which the Equipment is rented.

6.11 The Renter must collect the Equipment from the warehouse of the Letter

6.11 The Renter must collect the Equipment from the Letter's warehouse and return it there no later than on the date that the agreed rental period

6.11 The Renter must collect the Equipment from the Letter's warehouse and return it there no later than on the date that the agreed rental period ends, unless otherwise agreed in writing. By the mere fact of non-delivery

on that date for whatever reason, or in the event of damage to the Equipment, the Renter is in default, without the Renter being liable for any compensation.

Renter is in default, without any reminder or notice of default being required. The Renter

The Renter is then, without prejudice to his other obligations towards the Letter, indebted to the Letter for a compensation

The Renter will then, without prejudice to his other obligations towards the Letter, owe the Letter compensation equal to the rental price that he would have to pay for

the number of days by which the agreed rental period is exceeded, or the

number of days that the repair of the Equipment takes, increased by

50%, without prejudice to the lessor's right to full compensation for the damage he has suffered. suffered by it. The Renter cannot derive any right from this stipulation to extend the previously agreed rental period.

The Renter cannot derive any right from this provision to extend the previously agreed rental period.

6.12 The Renter is deemed to be aware of and in agreement with the rental rates applied by the Letter.

6.12 The Tenant is deemed to be aware of and to agree to the rental rates applied by the Landlord.

Unless otherwise agreed, the Tenant must pay the rental price

Unless otherwise agreed, the Tenant must pay the rent in cash before or at the start of the rental period. The lessor is entitled to

demand a deposit from the Tenant and reserves the right to set off expired rental instalments against the deposit.

offset expired rental periods against the deposit, as well as the costs of repair and/or cleaning the leased Equipment.

6.13 The Lessor has not insured the Equipment. In this regard, the following shall apply :

a) In case of damage, the Letter shall charge the damage to the Renter. The Renter should take out adequate insurance himself.

b) If the Equipment is exposed to a (possibly) greater risk of damage than in the case of normal use and/or normal circumstances, the Renter is obliged to inform the Letter about this in advance.

Lessor in advance and to make sure that the Lessor is prepared to insure the Equipment in that case.

Landlord in that case is prepared to let the rental, whether or not under cover of an (Additional) Insurance.

(Additional) Insurance. The costs of any (additional) insurance will be charged to the

The costs of (additional) insurance will be charged to the Renter.

c) In the event of loss, theft or damage, the Renter must act in accordance with the provisions of Article

6.5.

e) The Letter is entitled to compensate the damage to the Equipment, insofar as this is not covered by its insurer(s), to the Renter.

Article 7 TESTING/CLAIMS

7.1 Testing of the goods to be delivered shall in general take place in the factory in accordance with the usual

7.1 Testing of the goods to be delivered shall generally take place in the factory according to standard procedures customary in view of the nature of the goods. Tests of work carried out and/or services rendered

7.1 Testing of the goods to be delivered will generally take place in the factory according to the standard procedures customary in view of the nature of the goods.

7.2 The other party shall only be entitled to demand special tests or tests elsewhere if this has been expressly agreed.

7.3 The Next Cue B.V. shall ensure that the services to be provided by it are carried out meticulously and that the goods to be delivered by it are of sound quality.

7.4 Concerning equipment provided: If the service concerns the provision of

7.4 Concerning Equipment Provided: If the service concerns the provision of technical equipment and this equipment does not

does not function properly, does not meet reasonable requirements for quality or deviates from what has been agreed.

agreed, The Next Cue B.V. shall - notwithstanding the provisions of paragraph 5 of this article and article 12 - at its discretion and for its own account provide for the earliest possible repair or replacement

take care of repair or replacement as soon as possible at its own discretion and expense. Repair or replacement will be at the expense of the other party,

if The Next Cue B.V. can demonstrate that incorrect and/or injudicious use or action by the other party has made repair or replacement necessary. If repair or replacement

reasonably possible within such a period of time that the agreement with the other party agreed with the other party, then The Next Cue B.V., as well as the other party is entitled to terminate the contract, insofar as it has not yet been

agreement to the extent not yet performed, without judicial intervention.

In the latter case, the other party is entitled to compensation for demonstrable damage suffered, subject to the provisions of

In the latter case, the other party is entitled to compensation for the demonstrable damage suffered, subject to the provisions of Article 10. Complaints relating to

technical equipment made available will only be dealt with,

if they are received no later than 24 hours after the equipment has been made available or, if a defect is not visible at the

visible, 24 hours after the defect has been detected or could have been detected, in writing or verbally and duly substantiated to

The Next Cue B.V. must be informed of the reasons for the complaint in writing or verbally. In the absence of this all rights to compliance with the provisions of paragraph 4 of this article shall lapse.

Complaints submitted orally must be

Mondially submitted complaints must be confirmed in writing within two days of the oral complaint.

7.5 Concerning staff: If the service concerns the provision of

7.5 Regarding the provision of personnel: If the service involves the provision of technical personnel, The Next Cue B.V. shall ensure that the personnel provided and entrusted with the operation of the equipment are capable of carrying out the task in hand. With regard to the personnel to be supplied by The Next Cue B.V., The Next Cue B.V. shall, in its selection, take the greatest possible account of the information provided by the other party to The Next Cue B.V. about the work to be performed, as well as the known qualities and experience of the eligible personnel. The Next Cue B.V. is completely free in this regard. If, in the opinion of the other party, a member of The Next Cue B.V.'s staff does

not reasonably meet the requirements to be met, then within four hours of such unsuitability becoming apparent The Next Cue B.V. must inform the other party, stating its objections.

In that case, The Next Cue B.V. will, if possible:

- if other personnel are available

- replace the staff member in question. The additional

The additional travel and accommodation costs incurred as a result shall be borne by the other party.

7.6 Concerning the manufacture or processing of goods: In the event that the services rendered concerning the manufacture or processing of goods, The Next Cue B.V. will, in the event of loss or damage to the goods being manufactured or processed

damage to the item being manufactured or worked on, The Next Cue B.V. will, at its own expense, arrange for repair or replacement of the item at its own expense. However, if the loss or damage to the item

However, if the other party is responsible for the loss of or damage to the item, the costs of repair or replacement shall be

be at the expense of the other party.

7.7 Regarding outsourcing: The Next Cue B.V. undertakes to outsource only while maintaining The Next Cue B.V.'s quality standards. If The Next Cue B.V. has subcontracted all or part of its obligations to provide services, it is never liable to the other party for more than is owed to The Next Cue B.V. by the subcontractor, hereinafter referred to in this paragraph as "the third party". The Next Cue B.V. shall as far as possible encourage the third party to fulfil his obligations and shall if necessary - at the discretion of The Next Cue B.V. - take him to court at his own expense. If The Next Cue B.V. deems it legally or economically unjustifiable to pursue legal action, The Next Cue B.V. shall, at the request of the other party, transfer its rights against the third party to the other party.

Article 8 REPAIRS AND MAINTENANCE

8.1 The provisions of paragraphs 1 to 11 of this article are intended for repairs and maintenance, insofar as not arising from the guarantee provisions of The Next Cue B.V..

8.2 The Next Cue B.V. is free to refuse requests for repair and/or maintenance.

8.3 If the other party requires an estimate in advance of the cost of the repair to be carried out, The Next Cue B.V. shall be entitled to give this estimate.

8.3 If the other party requires a prior estimate of the cost of the repair to be carried out, The Next Cue B.V. shall provide this to the best of its knowledge, however without any obligation on our part to provide the

8.3 If the other party requires an estimate of the cost of repair in advance, The Next Cue B.V. will provide this to the best of its knowledge, but without any obligation on our part to perform the repair for the estimated amount. The Next Cue B.V. shall never perform a repair at an agreed fixed price.

8.4 If, after the repair order has been issued, the actual costs threaten to exceed the estimated

8.4 If, after the repair order has been issued, the actual costs threaten to exceed the estimated costs excessively or when the estimated costs are not in reasonable proportion to the value of the goods, The Next Cue B.V. shall, before carrying out the repair (further), consult with the

carry out the repair (further), consult with the other party. If these consultations are not conducted within a reasonable

period, for whatever reason, The Next Cue B.V. shall still carry out the repair.

(continue) to carry out the repair.

8.5 The other party is obliged to pay the actual costs of the repair work by

8.5 The other party is obliged to pay the actual costs of the repair work to The Next Cue B.V. by means of cash payment. The obligation to pay arises at the time

The payment obligation arises at the moment that the goods, after repair, are at the disposal of the other party. The Next Cue B.V. is

entitled to require (partial) advance payment of the estimated costs of the repair.

The Next Cue B.V. is entitled to require (partial) advance payment of the estimated costs of repair.

8.6 Repaired goods shall be available to the other party in The Next Cue B.V.'s warehouse or factory, where the other party must ascertain that the goods are good when collected,

8.6 Repairs shall be made available to the other party in The Next Cue B.V.'s warehouse or factory, where the other party must ascertain that repairs have been carried out properly, i.e. within the bounds of the (still) possible. No further warranty provisions apply to
No further warranty provisions shall apply to repairs, with the exception of the usual warranty on added new parts, provided they are not electronic parts.
are concerned.

8.7 If, after a repair has been carried out, the other party does not collect and pay for the repaired item within 30

8.7 If, after a repair has been carried out, the other party does not collect and pay for the repaired item within 30 days, The Next Cue B.V. shall be free to liquidate the item and transfer the proceeds, less the cost of repair, to the other party.

8.8 The Next Cue B.V. may only indicate the approximate period within which a repair will be carried out. The other party shall therefore have no right to refuse payment or to claim any compensation if this term is exceeded.

8.9 Maintenance contracts may be concluded subject to a detailed description of the maintenance activities, mutual obligations and any
warranty conditions. This usually involves recurring work at a fixed price, in which case in which case The Next Cue B.V. shall be bound by the price agreement.

8.10 Replacement materials or items shall only be made available to the other party if this is explicitly stated in the order.

8.10 Replacement materials or items shall only be made available to the other party if this was expressly agreed at the time of the repair or maintenance

8.10 Replacement materials or items shall only be made available to the other party if this was expressly agreed when the repair or maintenance was commissioned.

8.11 The item(s) to be repaired or the repaired item(s) are at the risk of the other party at The Next Cue B.V..

Article 9 TRANSPORT

9.1 If the other party requests The Next Cue B.V., without further instructions, to ship the goods, the manner of shipment and packaging shall be determined by The Next Cue B.V. with due diligence.

9.2 The transport of goods shall always be at the risk and expense of the other party, in the packaging provided by

9.2 The transport of goods shall always be for the risk and account of the other party, in the packaging provided by the lessor.

9.3 The other party bears the risk of loss or damage during the entire rental period, thus also during the transport of the

9.3 Throughout the rental period, including during the transport of the rented object, the other party bears the risk of loss of or damage to the equipment of the rented object.

The Other Party will be obliged to pack and load the rented object in accordance with the nature of the rented object and the mode of transport.

Article 10 LIABILITY

10.1 The Next Cue B.V. is liable only for direct losses suffered by the other party, which may arise from agreements between The Next Cue B.V. and the other party on the basis of which The Next Cue B.V. supplies one or more products to the other party and/or rents them out and/or performs one or more specific activities and/or services, insofar as stipulated in these general terms and conditions.

10.2 Subject to the provisions elsewhere in these terms and conditions, The Next Cue B.V. shall in any case not be liable for damage caused by improper use of the delivered goods or by its use for a purpose other than that for which it is objectively suitable.
for which it is objectively suitable.

10.3 In the event of attributable shortcomings in the fulfilment of an agreement between The Next Cue B.V. and the other party under which The Next Cue B.V. supplies one or more products to the other party and/or rents them out and/or performs one or more specific activities and/or services, The Next Cue B.V. is liable only for replacement damages, i.e. compensation for the value of the omitted performance. Any liability of The Next Cue B.V. for any other form of damage is excluded,

including additional compensation in any form whatsoever, compensation for indirect or consequential damage or damage due to lost profits.

10.4 The Next Cue B.V. is also in no case liable for damages for delays, for damage due to exceeding delivery or completion dates as a result of changed circumstances and for damage resulting from the provision of the necessary information.

for damage as a result of the provision of inadequate cooperation, information or materials by the other

materials by the other party.

10.5 The compensation to be paid by The Next Cue B.V. for attributable shortcomings in the fulfilment of an agreement between The Next Cue B.V. and the other party under which The Next Cue B.V. supplies one or more products to the other party and/or rents them out and/or performs one or more specific activities and/or services, shall in no event amount to more than 50% of the invoiced and billable amounts (excluding sales tax) by The Next Cue B.V. to the other party under the agreement. If the agreement in question is a continuing performance agreement, the compensation shall in no case exceed fifty (50) percent of the amounts invoiced and billable by The Next Cue B.V. to the other party under the relevant sub-agreement, excluding sales tax. The compensation for attributable failure shall in no case amount to more than the price (excluding value added tax)

stipulated in the relevant agreement for The Next Cue B.V.'s performance during the three-month period preceding The Next Cue B.V.'s default. The amounts and prices referred to in this paragraph shall be reduced by the credit notes stipulated by the other party and granted by The Next Cue B.V..

10.6 In the event of a wrongful act on the part of The Next Cue B.V., or its employees or subordinates for which The Next Cue B.V. can be held legally liable, The Next Cue B.V. shall only be liable for compensation for damages insofar as they were caused by malice or gross negligence.

10.7 Liability of The Next Cue B.V. for damages due to wrongful acts other than those referred to in the previous paragraph is expressly excluded.

10.8 If and insofar as, despite the provisions of this article, The Next Cue B.V. is found to be liable for any reason whatsoever, such liability shall at all times be limited to the contractual interest of the agreement in question, or at least to the amount

that is paid out by The Next Cue B.V.'s insurance company.

10.9 A condition for the existence of any right to compensation is always that the other party

10.9 For any right to compensation to arise, the other party must report the damage to The Next Cue B.V. in writing as soon as reasonably possible.

10.9 For any right to compensation to arise, the other party must report the damage in writing to The Next Cue B.V. as soon as reasonably possible after its occurrence. Any legal claim by the other party against The Next Cue B.V. expires one (1) year after the termination and/or completion of the execution of the agreement to which the claim relates, except in the case of a claim for damages against The Next Cue B.V..

which the claim is based, except in the case that the fact on which the claim is based does not come within this period.

claim is based could not have been discovered within this period. In

In that case the legal claim in question shall lapse one year after the moment at which the said

In that case the legal claim in question lapses one year after the moment at which the said fact could or should have been ascertained by the customer.

10.10 The other party guarantees to The Next Cue B.V. that the other party has permission from the

10.10 The other party guarantees The Next Cue B.V. that the other party has permission from the copyright holder(s) to include third-party copyrighted parts in its product and to be

10.10 The other party guarantees The Next Cue B.V. that it has permission from the copyright holder(s) to include third-party copyrighted parts in its product and to have them recorded by The Next Cue B.V. on sound and/or video and/or information carriers.

information carriers.

10.11 The other party shall indemnify The Next Cue B.V. for all damage which The Next Cue B.V. may suffer as a result of third party claims in connection with the goods or services supplied by The Next Cue B.V., including: claims by third parties, including The Next Cue B.V. employees, who in connection with the execution of the agreement suffer damage arising from acts or omissions of the other party or unsafe situations in his/her company; claims by third parties who suffer damage arising from acts or omissions of the other party or unsafe situations in his/her company; claims by The Next Cue B.V. for damages arising from the use of the goods or services supplied by The Next Cue B.V..

of third parties who suffer damage as a result of a defect in products or services supplied by The Next Cue B.V.
products or services supplied by The Next Cue B.V. which were used, modified or re-delivered by the other party
in addition to or in conjunction with the other party's own products or services
unless the other party proves that the defect is not the result of use, modification or resupply as referred to above; all claims
all claims by copyright holders,
arising from an act of The Next Cue B.V. in the context of an assignment from and/or agreement with the other party.
agreement with the other party.

Article 11 OBLIGATIONS AND LIABILITY OF THE OTHER PARTY

11.1 General:

11.1.1 Except with the prior written consent of The Next Cue B.V., the other party is not permitted to use its own or third party personnel and/or equipment in or in use (or have used) its own personnel and/or equipment in or in combination with a facility made available by The Next Cue B.V. if and insofar as these resources could also have been made available by The Next Cue B.V. and such provision is customary in that situation.

11.1.2 The Next Cue B.V. determines the manner of packaging, transport, security and storage of the technical equipment made available by The Next Cue B.V.. The other party is obliged to carry out the instructions given by The Next Cue B.V. in this regard. The other party is liable for damage to the technical equipment provided by The Next Cue B.V. which occurred as a result of incorrect implementation of instructions by The Next Cue B.V..

11.2 Regarding (un)permitted use:

11.2.1 The other party is obliged to ask The Next Cue B.V. for prior written permission for any use that deviates from the normal conditions under which the goods/equipment to be made available

11.2.1 The other party is obliged to ask The Next Cue B.V. for prior written permission for any use that differs from the normal conditions under which the goods/equipment to be made available and/or leased are used and which use leads to loss of or damage to goods, nuisance, personal injury or death.

If permission has not been requested or obtained, The Next Cue B.V. is entitled at any time in its discretion to immediately suspend the provision of (further) services until such time as an acceptable use is guaranteed for The Next Cue B.V.. The Next Cue B.V. also has this right if, after permission has been granted, it appears in a specific situation that the use must still be regarded as unacceptable.

11.2.2 The Next Cue B.V. may make its permission mentioned in paragraph 2.1 of this article dependent on the consent of the other party to have The Next Cue B.V. take out, at the expense of the other party, incidental (additional) insurance to the standard risk insurance taken out by The Next Cue B.V..

11.2.3 The Next Cue B.V. is free, for reasons of its own, to refuse to give the permission referred to in paragraph 2.1 of this article.

11.2.3 The Next Cue B.V. is free for its own reasons to refuse permission under paragraph 2.1 of this article. A refusal gives the other party no right to damages and/or dissolution of the contract, reduction of the agreed agreed remuneration or any other measure.

11.2.4 Even after permission has been granted by The Next Cue B.V., the other party remains solely responsible for the use of the facility(ies) in question and bears the risk in this regard.

in this regard. The other party shall be liable both to The Next Cue B.V. and to third parties for any damage which is not or not fully covered by insurance.

not fully covered by insurance (e) loss, damage, nuisance, injury or death

arisen through or in connection with a use as referred to under paragraph 2.1 of this article, and indemnifies The Next Cue B.V. in this respect.

11.2.5 The consents, refusals and decisions referred to in paragraphs 2.1, 2.2 and 2.3 of this article may be

decisions may be given or taken on behalf of The Next Cue B.V. by the people present on site, whether or not they are agents of The Next Cue B.V..

2.5 The permissions, refusals and decisions referred to in section 2.1, 2.2 and 2.3 may be given or taken on behalf of The Next Cue B.V. by the authorised official of The Next Cue B.V. present on site, whether or not made available.

If The Next Cue B.V. refuses permission, the reasons for this shall be given in writing.

11.3 Regarding technical equipment:

11.3.1 The other party is not permitted to use technical equipment provided and/or leased by The Next Cue B.V. for any purpose other than that for which it was provided, to lease it to third parties, or to give it into use for no consideration, to pledge it, or to otherwise encumber or dispose of it. In the event of a breach of this prohibition The Next Cue B.V. is entitled to terminate the agreement early without notice of default or judicial intervention and

judicial intervention and to take back the equipment made available.

The other party hereby grants The Next Cue B.V. the right to enter its premises.

premises. The other party shall use the equipment with due care and return it to The Next Cue B.V. at the end of the agreement.

The other party shall use the equipment with due diligence and return it to The Next Cue B.V. at the end of the agreement in the same condition as it was received.

The Next Cue B.V..

11.3.2 If third parties assert rights on the technical equipment made available and/or leased, including

11.3.2 If third parties assert rights on the technical equipment made available and/or leased, including seizures, the other party is obliged to inform The Next Cue B.V. immediately inform The Next Cue B.V. in writing of these claims.

11.4 Regarding technical personnel:

11.4.1 The other party shall not be entitled to have the personnel provided by The Next Cue B.V. perform work other than that for which they were provided. The other party shall not be entitled to put such personnel to work at any other than the agreed time(s) and place(s).

11.4.2 The other party shall not be entitled to make the members of staff it has provided available to third parties.

11.4.2 The other party shall not be entitled to make the employees made available to it available to third parties.

11.4.3 The other party shall be obliged to observe the Collective Labour Agreement applicable to the 11.4.3 The other party is obliged to observe the Collective Labour Agreement (CAO) applicable to the staff members made available to it.

11.4.4 The other party shall be obliged to observe its liability pursuant to Sections 6:170 and 6:171 of the Dutch Civil Code with regard to the staff members made available to it.

6:170 and 6:171 of the Dutch Civil Code with regard to the assigned employees and to keep it insured for the period that the employees are

11.4.4 The other party is obliged to insure and keep insured its liability under articles 6:170 and 6:171 of the Dutch Civil Code in respect of the personnel provided by The Next Cue B.V..

Article 12 FORCE MAJEURE

12.1 In the event of force majeure, The Next Cue B.V. shall have the right, without judicial intervention, to suspend the implementation of the agreement or to consider the agreement as totally or partially dissolved without The Next Cue B.V. being obliged to pay any damages.

12.2 Force majeure shall be understood to mean: any circumstance whereby compliance with the agreement cannot reasonably be expected by the other party.

12.2 Force majeure shall in this case be understood to mean: any circumstance as a result of which fulfilment of the agreement can no longer reasonably be demanded by the other party from The Next Cue B.V.. Force majeure shall in any case include: war, threat of war, civil war, riots, flood, water damage, acts of war, fire, sit-down strikes, lockouts, excessive absenteeism of The Next Cue B.V. personnel, transport difficulties, unforeseen technical complications, operational failures at The Next Cue B.V. or at our suppliers, poor performance

by our suppliers, as well as government measures including in any case import and export bans and export bans and quota restrictions.

12.3 If delivery is delayed by more than three (3) months due to force majeure, the parties may

12.3 If delivery is delayed by more than three (3) months due to force majeure, then the parties may come to an arrangement regarding the dissolution of the agreement, in any case including compensation for costs incurred by The Next Cue B.V..

12.4 If at the onset of a force majeure situation The Next Cue B.V. has already partially fulfilled its obligations arising from an agreement The Next Cue B.V. is entitled to separately invoice the performed and the other party is obliged to pay this invoice as if it were a separate transaction. The other party is obliged to pay this invoice as if it were a separate transaction.

Article 13 RECLAIMS

13.1 Without prejudice to the provisions elsewhere in these terms and conditions, complaints must be made within eight (8) days of delivery or receipt of the goods.

13.1 Without prejudice to the provisions elsewhere in these terms and conditions, complaints must be made known to The Next Cue B.V. in writing within eight (8) days of delivery or completion of goods, or after work and/or services have been

The Next Cue B.V. must be notified in writing within eight (8) days of delivery of the goods, or after the work and/or services have been performed.

13.2 If The Next Cue B.V. finds the complaint well-founded, The Next Cue B.V. is only obliged to repair or replace free of charge the faulty (parts of) goods or to improve the work, without the other party being entitled to any compensation whatsoever. All replaced items shall become the property of The Next Cue B.V.. Defective goods must immediately be sent to The Next Cue B.V. carriage paid.

13.3 Complaints about invoices must, if they are handed over to the other party at the same time as the goods, be

13.3 Complaints about invoices must be made known to The Next Cue B.V. immediately when they are handed over to the other party along with the goods. If the invoices are sent, then complaints about those invoices must be made in writing to The Next Cue B.V. within eight (8) days of the invoice date.

eight (8) days from the invoice date in writing to The Next Cue B.V..

13.4 After the expiry of the periods referred to in paragraphs 1 and 3 of this article, the

13.4 After the expiry of the periods referred to in paragraphs 1 and 3 of this article, the other party is deemed to have approved the goods supplied or the work and/or services, respectively the invoice. In that case, complaints will no longer be dealt with. The submission of a complaint shall never discharge the other party

The filing of a complaint shall in no way relieve the other party of its payment obligations towards The Next Cue B.V. described elsewhere in these conditions.

Article 14 GUARANTEE

14.1 Unless expressly agreed otherwise in writing, The Next Cue B.V. guarantees work performed and/or services rendered by The Next Cue B.V., as well as new goods supplied by The Next Cue B.V. against material manufacturing defects for a period of twelve (12) months.

14.2 The Next Cue B.V. guarantees that all new goods supplied by The Next Cue B.V., taking into account their nature, meet normal requirements of usability, reliability and durability and that assembly and installation work will be carried out according to the requirements of sound craftsmanship and in accordance with the applicable regulations. With respect to items not manufactured by or on behalf of The Next Cue B.V., the extent of the guarantee shall be determined by the guarantee of the relevant supplier(s).

14.3 Repair outside the scope of this guarantee shall be charged by The Next Cue B.V..

14.4 All guarantee obligations of The Next Cue B.V. lapse if the goods are used improperly or not in accordance with their intended purpose, if operating instructions are not observed, if unprofessional repairs are not carried out, or if the goods are used for purposes other than those for which they were purchased.

14.4 All guarantee obligations of The Next Cue B.V. lapse if the goods are not used in accordance with their purpose or inexpertly, the operating instructions have not been observed, improper repairs have been made, changes have been made or numbers or plombs numbers or plombs are mutilated or removed.

14.5 If it appears that the other party has wrongly claimed under the guarantee, all research and

14.5 If it appears that the other party has wrongly claimed under the warranty, all investigation and additional costs shall be at his/her expense.

14.6 Full warranty provisions shall apply exclusively within the Netherlands.

Guarantee provisions relating to the replacement and/or repair of equipment or parts outside parts outside the Netherlands shall apply for the costs of replacement and/or repair up to the amount that they would have amounted to in the event of performance in the Netherlands.

14.7 Contrary to the provisions above, the following provisions shall apply to 'second-hand' goods provisions:

a) Second-hand goods are goods that have served as a demonstration or showroom model or have been used (in any other way).

or have been used (otherwise).

b) With respect to occasion goods, only reasonable functioning is guaranteed at the time of delivery and no

the moment of delivery and no liability shall otherwise be accepted.

Article 15 RETENTION OF OWNERSHIP

15.1 The Next Cue B.V. remains the owner of all goods delivered to the other party until the purchase price for all these goods has been paid in full. If The Next Cue B.V. performs work and/or services for the other party under (sales) agreements for which the other party must pay compensation, the retention of title applies until the other party has also paid in full claims relating to these work activities and/or services of The Next Cue B.V.. The retention of title also applies to claims which The Next Cue B.V. may acquire against the other party due to the failure of the other party to meet one or more of its obligations towards The Next Cue B.V..

15.2 As long as the ownership has not been transferred to the other party, it may not pledge the goods or grant a third party any right to them.

15.2 As long as ownership has not been transferred to the other party, it may not pledge the goods or grant a third party any right thereto.

15.3 On delivered goods, the ownership of which has been transferred to the other party through payment and

15.3 On delivered goods, the ownership of which has passed to the other party through payment and which are still in the hands of the other party, the other party is obliged, on the first request of

15.3 On delivered goods which have become the property of the other party through payment and are still in its possession, the other party undertakes, at the first request of The Next Cue B.V., to cooperate in establishing a

establish a right of pledge as referred to in Article 3:237 of the Dutch Civil Code as additional security for claims other than those referred to in Article 3:237 of the

other than those mentioned in art. 3:92 paragraph 2 BW, which The Next Cue B.V. may have against the other party for any reason whatsoever.

The Next Cue B.V. may have against the other party for whatever reason.

15.4 The other party is obliged to store the goods delivered under retention of title with the

necessary

15.4 The other party is obliged to store the goods delivered under retention of title with the necessary care and as the recognisable property of The Next Cue B.V..

15.5 The other party is obliged to protect the goods for the duration of the retention of title against

15.5 The other party is obliged to insure the goods for the duration of the retention of title against fire, explosion and water damage as well as theft and to provide The Next Cue B.V. with the relevant insurance policies.

15.5 The other party is obliged to insure the goods for the duration of the retention of title against fire, explosion and water damage and against theft and to make the insurance policies available for inspection by The Next Cue B.V. on demand. All claims by the other

All claims by the other party on the insurers of the goods under the said insurance policies shall be rejected,

As soon as The Next Cue B.V. so requests, the other party will pledge the goods to it in the manner indicated in

Article 3:239 of the Dutch Civil Code, as additional security for the claims of The Next Cue B.V. on the other party.

other party.

15.6 If the other party fails to meet its payment obligations to The Next Cue B.V. or

15.6 If the other party fails to meet its payment obligations towards The Next Cue B.V., or The Next Cue B.V. has good reason to fear that it will fail to meet these obligations, The Next Cue B.V. shall be entitled to suspend the contract.

15.6 If the other party fails to meet its payment obligations towards The Next Cue B.V., or if The Next Cue B.V. has good reason to fear that it will fail to meet those obligations, The Next Cue B.V. shall be entitled to repossess the goods delivered under retention of title.

15.7 After repossession, the other party shall be credited for the market value, up to a maximum of the original purchase price.

15.7 After repossession, the other party shall be credited for the market value, up to a maximum of the original purchase price, less costs incurred by The Next Cue B.V. through and for the repossession.

The Next Cue B.V. has incurred through and for repossession.

Article 16 PAYMENT

16.1 Unless expressly agreed otherwise in writing, payment must be made net cash on delivery, without any

16.1 Unless expressly agreed otherwise in writing, payment must be made net cash on delivery, without any discount or setoff. If The Next Cue B.V. has explicitly agreed in

agreed in writing with the other party on a payment other than cash, then payment must

payment must be made net, without any discount or setoff, by means of

deposit or transfer to the bank account stated on the invoice, within the period stipulated by The

Next Cue B.V. but no later than 30 days

The Next Cue B.V. shall pay within the stipulated period but no later than 30 days after the invoice

date. The value date indicated by the bank

The value date indicated by the bank is decisive and shall be regarded as the payment date.

16.2 Every payment made by the other party shall serve primarily to settle the interest owed by it

16.2 Every payment made by the other party will primarily serve to settle the interest owed by him,

as well as the collection costs incurred by The Next Cue B.V., and will then be deducted from the

oldest outstanding claim, even if the other party states that the payment

even if the other party states that the payment relates to a later invoice.

16.3 In cases where the other party:

- is declared bankrupt, cedes estate, submits a request for a

request for suspension of payment, or if all or part of its property is seized

property is seized;

- dies or is placed under guardianship;

- does not comply with any obligation resting upon him by virtue of the law or these conditions

does not comply with any obligation imposed on him by law or these conditions;

- fails to pay an invoice amount or a part thereof within the stipulated period; fails to pay the invoice

amount or a part thereof within the stipulated period; is in default of payment; is in default of

payment.

pays an invoice amount or part thereof within the stipulated period;

- proceeds to discontinue or transfer his business or a significant part thereof, or

or to change the objectives of his company;

- By the mere occurrence of one of the said circumstances The Next Cue B.V. has the right

either to regard the agreement as dissolved without any judicial intervention

intervention shall be required, or to suspend the (further) execution of the agreement, or to

The Next Cue B.V. will be entitled to suspend the (further) implementation of the agreement or to

settle any amount owed by the other party for services and/or work and/or deliveries

services and/or work and/or deliveries performed by The Next Cue B.V., immediately and without

the need for any

demand in full and without any warning or notice of default being required, without prejudice to The

Next Cue B.V.'s right to

entitled to compensation for costs, damages and interest.

16.4 The Next Cue B.V. is at all times entitled to demand (additional) security from the other party for the

16.4 The Next Cue B.V. is always entitled to require the other party to provide (additional) security for the fulfilment of its obligations. Failure to comply with a written

16.4 Failure to comply with a written demand by The Next Cue B.V. shall entitle The Next Cue B.V. to demand immediate payment of the (remaining) debt or to dissolve the agreement.

claim immediately or to dissolve the agreement without judicial intervention and with immediate effect, without prejudice to The Next Cue B.V.'s right to claim compensation.

16.5 If the other party is both a debtor and creditor of The Next Cue B.V., The Next Cue B.V. is entitled to set off its debt.

Article 17 INTEREST AND COSTS

17.1 If payment has not been made within the stipulated period, the other party shall be

17.1 If payment is not made within the stipulated period, the other party shall be legally in default and from the invoice date shall owe interest of at least 1% per (part of a) month on the amount outstanding.

month over the outstanding amount, even if postponement of payment is agreed. payment is agreed.

17.2 All judicial and extrajudicial costs to be made are at the expense of the other party

17.2 All judicial and extrajudicial costs to be incurred shall be at the expense of the other party, also insofar as these costs exceed what would be due on the basis of the statutory

rules regarding legal costs. The extrajudicial costs amount to at least 15% of the amount owed by the other party, including the aforementioned interest and

The extrajudicial costs will amount to at least 15% of the amount owed by the other party, including the aforementioned interest and costs, with a minimum of € 250.

Article 18 SERVICES/ADVICES

18.1 With regard to agreements to perform work and/or provide services, if

18.1 With regard to agreements to perform work and/or provide services, if drawn up, the project proposal/project description as agreed between the parties is

18.1 With regard to agreements for the provision of work and/or services, if prepared, the project proposal/project description as agreed between the parties shall determine the content and scope of the work and/or services to be performed by The Next Cue B.V..

18.2 Advice is given by The Next Cue B.V. to the best of its knowledge. However, The Next Cue B.V. accepts no liability, subject to the provisions of article 10 of these terms and conditions, for (oral or written) advice given, including but not limited to advice about third parties to be brought in by the other party and/or materials/items to be purchased.

18.3 The Next Cue B.V.'s advice can never relieve the buyer or client of the duty to examine the goods to be delivered for their suitability for the intended purpose. The same

The same applies to data concerning the composition of goods and possibilities for application.

Article 19 CONFIDENTIALITY

19.1 Without prejudice to the provisions of these terms and conditions, the parties are obliged, either during the

19.1 Without prejudice to the provisions of these terms and conditions, the parties are obliged, either during the term of an agreement or afterwards, to keep

which comes to their knowledge and not to make it known to third parties in any way whatsoever and/or to give it

third parties in any way and to only use it for the purpose for which it is made available.

made available. Third parties are also understood to mean all persons working in the organisation of parties who do not necessarily have to be informed of the information.

information.

19.2 Confidential information within the meaning of these terms and conditions shall mean

all information provided in writing, orally or in any other way directly or indirectly, which is indicated as such and/or of which the other party knows or should reasonably understand that it understand that it is confidential all product, marketing, customer, and/or other company data designated as such and/or company information that is designated as such and/or which the other party knows or should reasonably understand is confidential reasonably should understand that it is confidential, irrespective of the way in which they have been provided all documentation, data, drawings, benchmark test(s) specifications, object codes, source codes, production methods, technologies and/or other information information pertaining to software developed or to be developed by The Next Cue B.V., or by third parties engaged by The Next Cue B.V., and designated as such and/or for which the client knows or can reasonably be expected to know that the software has been developed or will be developed. The client knows or should reasonably understand that it is confidential, regardless of how it is provided. any copy in any form of the foregoing.

19.3 The obligations of the other party shall not apply with respect to confidential information of which it can demonstrate that (1) it is generally known and/or accessible to the public or accessible to the public or (2) it was already known to it and was not subject to any obligation of secrecy before it was made confidentiality obligation before it was provided by The Next Cue B.V..

Article 20 Penalty clause

20.1 In the event of a breach of one or more provisions of the agreement and/or these general terms and conditions, the other party shall be liable to pay The Next Cue B.V. an immediately payable penalty of € 10,000 per breach, to be increased by € 500 for each day or part thereof that the breach continues.

20.2 The Next Cue B.V. shall have the right to claim damages in addition to a penalty.

Article 21 APPLICABLE LAW AND DISPUTES

21.1 All offers and agreements of The Next Cue B.V., as well as the execution thereof by The Next Cue B.V., shall be governed exclusively by Dutch law.

21.2 All disputes shall be adjudicated in the first instance by the

21.2 All disputes shall in the first instance be settled by the competent court within the jurisdiction of The Next Cue B.V..

21.3 The provisions of the previous paragraph of this article shall not affect The Next Cue B.V.'s right to submit a dispute to the competent court according to the normal competency rules.

Article 22 AMENDMENTS OR ADJUSTMENTS TO THESE TERMS AND CONDITIONS

22.1 The Next Cue B.V. shall at all times be entitled to amend and/or supplement these terms and conditions.

22.2 Amendments and/or supplements shall come into force after they have been brought to the other party's

22.2 Amendments and/or supplements shall take effect after they have been brought to the knowledge of the other party and shall have no retrospective effect.

22.3 If any provision of these terms and conditions turns out not to be legally valid and/or loses its validity, this shall not affect the other provisions of the general terms and

22.3 If any provision of these terms and conditions proves to be invalid and/or loses its validity, this shall not affect the other provisions of the general terms and conditions and the parties shall be obliged to lay down a new provision as soon as possible, the purport of which must be as close as possible to that of the other provisions.

22.3 If any provision of these General Terms and Conditions proves to be invalid and/or loses its validity, this will not affect the other provisions of the General Terms and Conditions and the parties are obliged to lay down a new provision as soon as possible, the purport of which will be as close as possible to the "old" provision.