

General terms and conditions

NEOC B.V.

Article 1. Definitions

- 1.1. These general terms and conditions use the following definitions, unless expressly indicated otherwise or determined otherwise by the context:
 - a. NEOC B.V.: the user of these general terms and conditions: NEOC B.V., established at Eef Kamerbeekstraat 256 in Amsterdam, registered with the Chamber of Commerce with CoC number 55096069;
 - b. Client: the legal entity or natural person acting in the pursuit of its profession or company which or who concludes or wishes to conclude an agreement with NEOC B.V.;
 - c. Agreement: the agreement between NEOC B.V. and the client;
 - d. Rented Object: all goods which NEOC B.V. makes available to the Client for rental or other use, as well as all associated accessories, cables, documentation, etc.;
 - e. Product: the Product (to be) sold to the Client by NEOC B.V.;
 - f. Location: the location where NEOC B.V. performs or must perform work as commissioned by the Client;
 - g. In Writing: in writing or by email;
 - h. Design: the design created or commissioned by NEOC B.V. as instructed by the client.
- 1.2. Unless the context determines otherwise, the definitions set out above used in the singular will also refer to the plural.

Article 2. General

- 2.1. These general terms and conditions govern all quotations issued by NEOC B.V. and all Agreements it concludes with the Client.
- 2.2. Deviations from these conditions are only possible if and insofar as agreed In Writing and exclusively with respect to the Agreement for which the deviating provisions are agreed on.
- 2.3. If the Agreement and these general terms and conditions contain deviating and/or conflicting arrangements, the arrangements in the Agreements will take precedence.
- 2.4. The applicability of the general (purchase) terms and conditions of the Client is rejected by NEOC B.V. The general terms and conditions of NEOC B.V. also apply if the general (purchase) terms and conditions of the Client contain a prevalence clause.
- 2.5. If NEOC B.V. does not demand strict compliance with these general terms and conditions for a shorter or longer period of time, this will not affect the right of NEOC B.V. to demand immediate and strict compliance at a later time.
- 2.6. Void or annulable provisions will not affect the validity and effect of other provisions. The void or annulled provision(s) will be replaced by NEOC B.V. by (a) new, legally permissible, provision(s) that match(es) the purpose and scope of the void or annulled provision(s).
- 2.7. NEOC B.V. reserves the right to amend or supplement these general terms and conditions. NEOC B.V. has the right to declare the amended general terms and conditions applicable to the existing Agreement. The Client will be informed of the amended general terms and conditions and their effective date In Writing.

Article 3. Quotations and Agreements

- 3.1. All quotations of NEOC B.V., in any form, will be fully non-binding unless explicitly stated otherwise. NEOC B.V. can revoke a quotation. A quotation will be valid for a limited period of time.
- 3.2. The Client is responsible for the accuracy and completeness of the requirements, specifications, and other data communicated with NEOC B.V. by it or on its behalf based on which NEOC B.V. prepares its offer or quotation.
- 3.3. Manifest errors or mistakes in quotations, Agreements, or emails of NEOC B.V. will not be binding to it.
- 3.4. The Agreement will be concluded at the moment on which the Client has signed the quotation or at the moment on which the Client has accepted the quotation in any other way, for example, by making a (partial) payment to NEOC B.V.

- 3.5. A confirmed Agreement can be amended by means of written notice concerning the amendments. Amendments will only be binding to NEOC B.V. once these have been confirmed by NEOC B.V. In Writing.
- 3.6. Misunderstandings concerning the contents and execution of the Agreement arising from the failure of the Client to communicate the specifications of the contract or any notices in a correct, timely, or complete manner will be for the risk and account of the Client, even if this contract and/or notices have been communicated using any technical instrument, such as fax, email, or other transmission media.
- 3.7. NEOC B.V. will issue a quotation for a pitch rate for the creation of a design for a project of the client, as NEOC B.V. assumes that the client will also grant NEOC B.V. the contract for completing the project based on the design. This means that the offered pitch rate is not a market rate for the creation of the design.

Article 4. Prices and additional costs

- 4.1. Unless explicitly stated otherwise in the order confirmation or quotation, all listed prices do not include VAT, import duties, other mandatory levies, transport and packaging costs, loading and unloading costs, assembly and installation costs, shipping costs, and fuel costs of generators and equipment.
- 4.2. If after the conclusion of the Agreement one or more cost-determining factors, such as procurement prices, import duties, exchange rates, wage costs, social fees, transport costs, packaging costs, costs of semi-finished products, and the like have increased for NEOC B.V., NEOC B.V. will have the right to change the agreed price accordingly.
- 4.3. If amendments of any kind are made to the original Agreement that lead to higher costs, NEOC B.V. will have the right to increase the agreed price accordingly.
- 4.4. NEOC B.V. has the right to charge the additional costs to the Client if it becomes clear that the Location has other properties than those expected by NEOC B.V. upon the moment of the conclusion of the Agreement.
- 4.5. If NEOC B.V. must incur additional costs due to (local) government measures or measures by a third party, this will be for the risk of the Client, which will bear these additional costs.

Article 5. Execution of the Agreement

- 5.1. NEOC B.V. has the right to have work performed by third parties to execute the Agreement.
- 5.2. NEOC B.V. will observe the utmost care with respect to the interests of the Client during the performance of the work.
- 5.3. NEOC B.V. will never be required to perform work that violates its professionalism, a right of a third party, a statutory obligation, or common ethical standards.

Article 6. Obligations of the Client and insurance

- 6.1. The Client will ensure that all data indicated by NEOC B.V. as necessary for the execution of the Agreement, or of which the Client should reasonably understand the necessity, are made available to NEOC B.V. in a timely fashion. If information necessary for the execution of the Agreement has not been provided to NEOC B.V. in a timely fashion, NEOC B.V. will have the right to suspend the execution of the Agreement and/or to charge the additional costs resulting from the delay. The execution period will not start until the Client has made the data available to NEOC B.V.
- 6.2. If the Client must provide files to NEOC B.V. in the context of the Agreement, these files will need to comply with the specifications indicated by NEOC B.V.
- 6.3. If the Client provides information carriers, electronic files, software, and the like to NEOC B.V., the Client guarantees that these do not contain any viruses and defects.
- 6.4. The Client is responsible for displaying images, text, video, or audio files which rights are held by third parties.
- 6.5. The Client guarantees that NEOC B.V. will be able to perform all necessary preparations at the Location in a timely fashion and that the required facilities will be made available at no cost.
- 6.6. The Client is required to immediately inform NEOC B.V. about facts and circumstances that could be of interest in relation to the execution of the Agreement, such as, but certainly not limited to, the location of cables and pipes at the Location, the maximum floor capacity of the surface of the Location, and the maximum truss capacity of the Location.

- 6.7. Insofar as the Client has accepted the obligation to deliver certain materials and/or to (have another party) perform certain work in the context of the execution of the Agreement, the Client is responsible for ensuring that these deliveries and/or the work is/are completed in a timely fashion. The Client will be liable if this does not take place in a timely fashion.
- 6.8. The Client will enable NEOC B.V. to perform the work in an uninterrupted, sound, safe, timely, and complete manner in accordance with the Agreement. The Client must ensure that the Location is free from obstacles and can be accessed in an unobstructed, free, and proper manner.
- 6.9. If the dimensions indicated or confirmed by or on behalf of the Client based on which NEOC B.V. has created the Products to be completed or delivered by it do not correspond to the actual dimensions, NEOC B.V. has the right to payment of all costs of the modifications to the Products to be delivered or completed by NEOC B.V. If modifications are found not to be possible, the Client will provide compensation to NEOC B.V. for all costs it has reasonably incurred, such as labour wages and material usage. In this case, the delivery period will be extended in a reasonable manner, considering all circumstances.
- 6.10. The Client must ensure that all permits, exemptions, and other decisions needed to execute the Agreement have been acquired in a timely fashion and with the right content. The failure to obtain the required permit or exemption will always be fully for the risk of the Client.
- 6.11. The Client will arrange an adequately secured and covered storage space for equipment, materials, and packaging. These spaces must be located at a closed site in such a manner that damage and/or theft of any kind is not possible. In specific terms, this requires the site to have security around the clock.
- 6.12. If NEOC B.V. and/or third parties engaged by NEOC B.V. perform work at the Location, the Client will arrange all facilities reasonably desired by these persons at no cost, such as:
- a. Parking facilities;
 - b. Parking exemptions for loading/unloading;
 - c. Food and drinks (healthy and nutritional, French kitchen or international standards, and vegan/vegetarian options). Food and drinks during night shifts must also be arranged in consultation;
 - d. Hotel accommodation (Single room, at least 4 stars including WiFi, breakfast and parking);
 - e. Production office with 4 workspaces. The production office must be furnished, able to be locked, and be equipped with air conditioning and/or heating, depending on the local weather conditions;
 - f. Stable power supply with earthing in accordance with NEN1010 and a connected earthing facility between the stage, offices, structures, dressing rooms, and technical spaces;
 - g. Internet, at least 50 Mbps without a data limit, both using cable and Wi-Fi;
 - h. Cold and warm water, hand soap, and sufficient towels;
 - i. Secure storage facility for personal belonging.
- 6.13. The Client must ensure an (event) insurance with hull coverage based on the new value, including for the Rented Object and the Products delivered subject to a retention of title. This insurance must also accept double coverage. The Rented Object and the Products delivered subject to a retention of title must be covered by the insurance from the moment on which they leave the warehouse to be transported to the Location. The Client must have arranged a transport insurance for the transport of the Rented Object and the Products delivered subject to a retention of title.
- 6.14. If the Client fails to (fully) fulfil its obligations vis-à-vis NEOC B.V. (in a timely fashion), or if the Client acts unlawfully vis-à-vis NEOC B.V., the Client will be liable for all direct or indirect damage suffered by NEOC B.V. as a result, such as, but certainly not limited to, material damage, injury damage, and loss of turnover.

Article 7. Rental

- 7.1. The Client is required to fully return the Rented Object within the agreed period in its original condition and without any shortcomings.
- 7.2. If the Client fails to fulfil the obligation set out in paragraph 1 for any reason, even following summons to this end, NEOC B.V. will have the right to recover the resulting damage and costs, including the replacement costs, from the Client.

- 7.3. The Client will only use the Rented Object for the purpose for which the Rented Object is intended based on its nature. The Client will use the Rented Object with due observance of the instructions given by NEOC B.V. The Client will be liable for all damage arising from the failure to (fully) observe these instructions.
- 7.4. The Client will handle the Rented Object as a good caretaker.
- 7.5. The Client will be liable for damage arising from loss or theft of or damage to the Rented Object from the moment on which the Rented Object leaves the warehouse and is made available for transport.
- 7.6. The Client will immediately inform NEOC B.V in case of theft or loss of or damage to the Rented Object.
- 7.7. The Client will not rent out, lend out, or otherwise make the Rented Object available to third parties.
- 7.8. Without the prior permission of NEOC B.V., the Client is not allowed to make changes to the Rented Object or to (have another party) repair the Rented Object or to replace components of the Rented Object. If the Client has made changes to the Rented Object with the permission of NEOC B.V., the provisions of Article 7.1 will remain in force and the Rented Object must be returned in its original condition, unless NEOC B.V. has explicitly granted written permission to return the Rented Object in a different condition.
- 7.9. If the Rented Object does not operate properly or does not meet reasonable quality requirements, NEOC B.V. will attempt to (have another party) repair or replace the Rented Object as soon as possible at its expense, without prejudice to the provisions of Article 12. The repairs or replacement will take place at the expense of the Client if incorrect and/or incompetent use or actions by the Client have made repairs or replacement necessary. NEOC B.V. cannot be held liable for any damage suffered by the Client as a result of the breakdown or inadequate operation of or damage to the Rented Object during the effective period of the Agreement.
- 7.10. NEOC B.V. will always remain the owner of the Rented Object, irrespective of the duration of the provision of the Rented Object to the Client.

Article 8. Payment

- 8.1. Payment must take place in the agreed manner and within the agreed period(s).
- 8.2. Payments must take place without delay or settlement.
- 8.3. If payment of the overall amount due has not taken place in a timely fashion, the Client will be in default without notice of default being required. From the date of the default up to the date of full payment, the Client will owe an interest of 1.5% per month, unless the statutory commercial interest is higher, in which case the statutory commercial interest will be due. If the Client fails to fulfil its payment obligation, all judicial and extrajudicial costs incurred by NEOC B.V. to achieve fulfilment/payment will be borne by the Client.
- 8.4. Payments made by the Client will always first cover all interest and costs due, followed by exigible invoices that have been due the longest, even if the Client indicates that the payment relates to a later invoice.
- 8.5. The claims of NEOC B.V. on the Client will be immediately exigible in case of liquidation, bankruptcy, suspension of payments, guardianship, or attachment levied on the Client.
- 8.6. If NEOC B.V. believes that this is necessary, NEOC B.V. will have the right to require the Client to immediately provide (additional) security in a form to be determined by NEOC B.V. and/or to pay an advance. If the Client fails to provide the requested security, NEOC B.V. will have the right, without prejudice to its other rights, to immediately suspend the continued execution of the Agreement, and all which the Client owes to NEOC B.V. on any grounds will be immediately exigible.
- 8.7. NEOC B.V. has the right to suspend the provision of goods in its possession for the Client in relation to the execution of an Agreement until all invoices due have been paid by the Client.

Article 9. Retention of title and properties of NEOC B.V.

- 9.1. All goods (to be) delivered will exclusively remain the property of NEOC B.V. until the Client has fully paid all claims set out in Article 3:92(2) Dutch Civil Code. The Rented Object will always remain the property of NEOC B.V. Also refer to Article 7.10 in this respect.
- 9.2. The Client does not have the right to pledge the Products covered by the retention of title or the Rented Object or to encumber these in any other way. If third parties wish to establish or exercise any right in relation to the Products delivered subject to the retention of title or the Rented Object, the Client will be required to immediately inform NEOC B.V.
- 9.3. The Client must keep the Products delivered subject to the retention of title in a careful manner and as the recognisable property of NEOC B.V.
- 9.4. The Client may not modify any registration signs, such as, but certainly not limited to, the company name and logo, which have been placed on the Rented Object or the Products to indicate the ownership of NEOC B.V.
- 9.5. NEOC B.V. has the right to (have another party) inspect the Rented Object and the Products at any time. The Client undertakes to cooperate with an inspection as aforementioned.
- 9.6. In case of liquidation, suspension of payments, or bankruptcy, the Client will immediately inform the bailiff, administrator, or liquidator levying the attachment of the ownership of NEOC B.V.
- 9.7. The Client is required to immediately inform NEOC B.V. in writing if the Client experiences payment difficulties, if the bankruptcy of the Client has been requested, or if the Client has applied for suspension of payments.
- 9.8. If the Client fails to fulfil its obligations arising from the Agreement or if there are valid reasons to fear that this will be the case, NEOC B.V. will have the right to retrieve the Products delivered subject to the retention of title and to retrieve the Rented Object or to (have another Party remove these from the premises of the Client or third parties. If NEOC B.V. wishes to exercise its ownership rights set out in this article, the Client hereby gives NEOC B.V. or third parties to be designated by it unconditional and irrevocable permission to access all those locations where the properties of NEOC B.V. are located and to retrieve these goods and the Rented Object. The Client must provide compensation to NEOC B.V. for the costs incurred in this respect.
- 9.9. NEOC B.V. will not be liable for any damage, such as loss of turnover and reputational damage, suffered by the Client because NEOC B.V. invokes the retention of title and retrieves the delivered goods.
- 9.10. The provisions set out in this article are without prejudice to the other rights accruing to NEOC B.V.
- 9.11. All services provided and goods manufactured by NEOC B.V., such as production resources, semi-finished products, tools, design drawings, extracts, models, work drawings, detailed drawings, information carriers, computer software, data files, pictures, lithographs, plates, films, peripherals, backdrop items, and the like, will remain the property of NEOC B.V., even if these have been quoted or listed on the invoice separately.

Article 10. Delivery, risk, and transport

- 10.1. Unless agreed otherwise, the delivery will take place ex-warehouse (of third parties) by making the Products available by means of spoken or written notice to the Client by NEOC B.V., or by providing them to the carrier. The risk will transfer to the Client at this time.
- 10.2. If the Client fails to cooperate with the delivery, the risk of loss and/or damage in relation to the Products will nevertheless transfer to the Client if NEOC B.V. makes the Products available to the Client by means of spoken and/or written notice. In this case, the Products will be available to the Client and kept at its risk and account.
- 10.3. Agreed delivery periods are indicative and will be observed to the greatest extent possible, but NEOC B.V. will not be in default if it exceeds a delivery period, and the Client will therefore not be able to dissolve the Agreement based on this ground. In order to have the default of NEOC B.V. take effect, the Client must hold NEOC B.V. in default in accordance with the manner set out in the Dutch Civil Code.
- 10.4. Postponing the delivery period will never affect the obligation to pay the instalments at the agreed times.

- 10.5. If the Client requests NEOC B.V. to temporarily store the Products elsewhere, the risk of loss of and/or damage to the Products will also transfer to the Client once NEOC B.V. has made the Products available to the Client. If the storage of the Products was requested by the Client, NEOC B.V. will only act as an intermediary and has the right to charge a reasonable fee for this.
- 10.6. If the parties have agreed that NEOC B.V. will arrange the transport, NEOC B.V. will determine the manner in which the transport will take place (including shipping, packaging, and the like). The transport will always take place at the risk and account of the Client.

Article 11. Liability and expiration

- 11.1. NEOC B.V. will not be liable vis-à-vis the Client or third parties for any damage arising from the (execution of the) agreed work, except in case of intent or gross failure attributable to NEOC B.V., in which respect conditional intent will not be considered intent. NEOC B.V. will never be liable if the shortcoming is due to force majeure.
- 11.2. NEOC B.V. cannot be held to provide compensation for any damage that is the direct or indirect result of any action or omission of the Client, its subordinates, or other persons who perform work for or on behalf of the Client.
- 11.3. The Client will always be responsible for the accuracy and completeness of the data provided by it. NEOC B.V. will never be liable for any damage which is (in part) caused by the fact that the data provided by the Client are incorrect and/or incomplete or by observing the instructions given by the Client. The Client indemnifies NEOC B.V. against any claims in this respect.
- 11.4. If the location does not have the properties communicated to NEOC B.V. by the Client, the Client will be liable for all damage incurred by NEOC B.V. as a result.
- 11.5. If tools provided or prescribed by the Client are found to contain shortcomings, the Client will be liable for any damage caused as a result.
- 11.6. If the Client or a third party makes changes to the Products delivered or completed by NEOC B.V., NEOC B.V. rejects any liability with respect to their operation and any (consequential) damage.
- 11.7. NEOC B.V. will not be liable for any accidents with or damage caused to the Products delivered or completed by NEOC B.V. or to the Rented Object caused by improper or incompetent use.
- 11.8. NEOC B.V. does not accept any liability if the Client demands the performance of certain work, despite the fact that NEOC B.V. has advised against this work.
- 11.9. NEOC B.V. will not be liable for damage of any kind arising from or attributable to abnormalities in goods and/or structures of the Client or third parties to which or on which NEOC B.V. performs work.
- 11.10. NEOC B.V. will not be liable for the corruption or loss of data arising from the transmission of data using telecommunications facilities.
- 11.11. NEOC B.V. will never be liable for indirect damage or consequential damage, such as loss of profits, lost turnover, lost savings, company standstill, delay damage, reputational damage, environmental damage, labour costs, and fines imposed by (government) bodies.
- 11.12. If NEOC B.V. is found to be liable vis-à-vis the Client, the liability of NEOC B.V. will always be limited to the amount paid by the insurer of NEOC B.V. If the insurer of NEOC B.V. does not provide any payment, the liability of NEOC B.V. will be limited to the value of the Agreement in question or that part to which the liability relates up to an amount of €10,000.
- 11.13. NEOC B.V. will not be liable for exceeding the agreed periods.
- 11.14. The limitations of liability of NEOC B.V. set out in this article and the general terms and conditions are also stipulated for the benefit of the third parties engaged by it.
- 11.15. The Client indemnifies NEOC B.V. against claims filed by third parties vis-à-vis NEOC B.V. in relation to all events, actions, or omissions for which NEOC B.V. is not liable pursuant to the above. The Client is required to indemnify NEOC B.V. against all costs, damage, and interest incurred by NEOC B.V. as a direct or indirect consequence of a claim filed against it by a third party as set out in this paragraph.
- 11.16. Claims and other rights of the Client vis-à-vis NEOC B.V. on any grounds will always expire 1 year from the moment an event occurs based on which the Client can exercise those rights and/or powers vis-à-vis NEOC B.V.

- 11.17. The Client will be liable for any resulting damage if the Client has provided goods and/or materials and/or facilities for the execution of the Agreement to NEOC B.V. and these goods and/or materials and/or facilities are not suitable for the purpose for which they have been provided to NEOC B.V. or contain shortcomings.

Article 12. Force majeure

- 12.1. NEOC B.V. is not required to fulfil any obligation vis-à-vis the Client if it is unable to do so due to a circumstance not attributable to it based on legal provisions, a legal action, or generally accepted standards. Force majeure is, inter alia, defined as extreme or unexpected weather conditions, epidemics, pandemics, quarantine obligations, illness, or personal (family) circumstances of one or more natural person(s) who execute or must execute the Agreement on behalf of NEOC B.V., (civil) war, the risk of war, terrorism, unrest, government measures, vandalism, fire, water damage, floods, strikes, company occupation, defective machinery, disruptions in energy facilities, traffic disruptions, natural disasters, government measures, amendments to laws and regulations, theft, Internet or email traffic disruptions, virus infections, computer hacking by a third party, or unforeseen technical complications.
- 12.2. Force majeure can be invoked if the listed circumstances are suffered by either NEOC B.V. or the third parties engaged by it.
- 12.3. NEOC B.V. also has the right to invoke force majeure if the non-attributable shortcoming that prevents the fulfilment of the Agreement occurs after it should have met its obligations.
- 12.4. If NEOC B.V. has already partially fulfilled its obligations at the moment on which the force majeure occurred or will only be partially able to fulfil its obligations, NEOC B.V. will have the right to separately invoice that part that has already been or can be delivered/completed, and the Client will be required to pay this invoice.
- 12.5. The risk of the (temporary) inability to execute the Agreement due to a situation of force majeure is borne by the Client. If the Agreement is dissolved due to a situation of force majeure and/or if the Client cancels the Agreement due to a situation of force majeure, NEOC B.V. will have the right to charge the cancellation costs set out in Article 13.4 to the Client.

Article 13. Dissolution, suspension, and cancellation

- 13.1. NEOC B.V. has the right to suspend its work or to fully or partially dissolve the Agreement without notice of default being required, if:
- a. the Client is in default with respect to the payment of the agreed price, including the interest and costs due, and/or
 - b. the Client is in default with respect to the reception of the delivered goods; and/or
 - c. NEOC learns of circumstances – after the conclusion of the Agreement – that give it a reason to fear that the Client will not meet its obligations, including the circumstance in which it becomes clear that the credit rating of the Client is insufficient; and/or
 - d. the Client fails to fulfil its obligations arising from the Agreement; and/or
 - e. the Client is declared bankrupt; and/or
 - f. the Client applies for suspension of payments; and/or
 - g. the Client loses the power to freely dispose of its assets; and/or
 - h. NEOC B.V. is exposed, or faces the risk of being exposed, to a hazardous situation during the execution of the Agreement.
- 13.2. If the Agreement is dissolved by NEOC B.V. pursuant to this Article, the Client will owe 30% of the agreed price as compensation for damage, which amount will be immediately exigible, without prejudice to the obligation of the Client to provide compensation for any work already performed and any costs already incurred by NEOC B.V., and without prejudice to the right of NEOC B.V. to claim full compensation.
- 13.3. The Client has the right to fully or partially postpone the performance of the work. The Client must inform NEOC B.V. in writing of its intended suspension. Facilities that must be arranged by NEOC B.V. due to the suspension will be charged as additional work. Damage incurred by NEOC B.V. as a result of the suspension must be compensated. If the suspension lasts for more than fourteen days, NEOC B.V. can also claim pro-rata payment of the performed part of the work, taking into account any materials already ordered and any workers already reserved.

- 13.4. NEOC B.V. will charge cancellation costs to the Client if the Client terminates or cancels the Agreement prematurely. These cancellation costs consist of all costs already incurred, such as for labour hours and purchased materials, the cancellation costs due by NEOC B.V. to an engaged third party, the reserved labour hours multiplied by the applicable hourly rate, and lost profits.
- 13.5. Cancellation or premature termination of the Agreement by the Client must take place in writing.

Article 14. Inspection and complaints

- 14.1. Upon the provision of the Rented Object and the delivery of the Products, the Client must inspect the Rented Object or the Products for shortcomings, including their condition and correct quantity. Any shortcomings must be reported to NEOC B.V. in spoken form or by means of a written declaration immediately, but no later than within 2 hours following the provision or delivery. If the Client fails to report a shortcoming in a timely fashion as set out in this article, the Rented Object will be considered to have been provided or the Product will be considered to have been delivered without any shortcomings.
- 14.2. Complaints about the work must be reported to NEOC B.V. in writing within ten business days following the completion of the work. Failing this, the Client will have waived its right in relation to shortcomings in the work performed.
- 14.3. The Client must give NEOC B.V. the opportunity to inspect the validity of the complaint after its submission. The fact that NEOC B.V. inspects a complaint does not mean that it acknowledges that the delivered or completed good is faulty.
- 14.4. If NEOC B.V. considers the complaint valid, NEOC B.V. will, at its discretion, perform the work again in a correct manner, (have another party) repair the delivered/completed good, or credit and refund or settle (part of) the invoice amount related to the faulty work or the faulty delivered/completed good. The liability of NEOC B.V. will always be limited in the manner set out in Article 11.
- 14.5. Repair work performed by a third party or the Client itself without permission of NEOC B.V. will never be eligible for compensation and does not give the Client the right to suspend the payment.
- 14.6. Complaints do not suspend the payment obligation of the Client.

Article 15. Deviation and fewer or additional deliveries

- 15.1. Minor deviations between the delivered goods and the original design, drawing, copy, model, test print, or other tests do not constitute a ground for dissolution, discount, or compensation.
- 15.2. Deviations that do not affect the usage value of the Products will always be considered minor deviations.
- 15.3. NEOC B.V. is allowed to deliver 5% fewer or more goods than commissioned. The additional work will be charged and the less work will be settled.

Article 16. Products provided by the Client

- 16.1. NEOC B.V. will keep the Products entrusted to it by the Client in the context of the execution of the Agreement as a good caretaker. However, NEOC B.V. will not be liable for damage to the materials or products provided to it by the Client. All risks during this custody period will be borne by the Client, which must insure this risk, if desired.
- 16.2. The Client is required to inform NEOC B.V. about the properties and processing operations of the materials or products provided by it no later than upon the conclusion of the Agreement. The Client is also required to ensure that a duplicate is created of a copy, drawing, design, picture, information carrier, and the like prior to its provision to NEOC B.V. If goods are lost or become unusable for any reason during the custody period, the Client must provide a new copy at the request of NEOC B.V.

Article 17. Samples and models

- 17.1. If the Client is shown or provided with a sample or model, this will be deemed to only have been provided for indicative purposes, unless the parties agree explicitly that the Product will correspond to this sample or model.

Article 18. Clause on acquisition of staff

- 18.1. The Client and its affiliates will during the effective period of the Agreement and for a period of one year following its termination not hire or otherwise, directly or indirectly, employ staff of NEOC B.V. or of companies engaged by NEOC B.V. for the execution of this Agreement who are or were involved in the execution of the Agreement in any way, unless this was discussed in a sound and professional manner with NEOC B.V.
- 18.2. If the Client or an affiliate acts in violation of Article 18.1, the Client will owe an immediately exigible fine of €10,000 per violation to NEOC B.V., which fine will be due and exigible by the mere existence of the violation, without any judicial intervention being required, and without prejudice to the right of NEOC B.V. to claim fulfilment and compensation for damage and costs.

Article 19. Intellectual property rights

- 19.1. The Client must study the conditions (to be) imposed by the copyright association Stichting BUMA/STEMRA and the neighbouring rights organisation Stichting SENA in advance with respect to the duplication of image and/or audio carriers and associated matters. The Client guarantees NEOC B.V. that the fulfilment of the Agreement, including the duplication and/or publication of matters like information carriers, image carriers, audio carriers, computer software, data files, and the like will not violate the rights of third parties.
- 19.2. The Client is responsible for acquiring permission from the rightsholder(s) for the contract in question. If the Client fails to obtain the required permission or neglects to request this permission, or if NEOC B.V. has reasonable grounds to doubt whether this permission exists, NEOC B.V. will have the right to dissolve the Agreement or to suspend its work with immediate effect.
- 19.3. The Client indemnifies NEOC B.V. against all claims (for damages) of third parties based on a violation of intellectual property rights.
- 19.4. The copyrights to the design are vested with NEOC B.V. The client is explicitly not permitted to publish or copy the design without the prior permission of NEOC B.V. NEOC B.V. will only grant the client a limited right of use. The client may only use the design to check whether the client wishes to grant NEOC B.V. the contract for completing the project based on the design. If the client does not grant NEOC B.V. the contract for the completion of the project based on the design, the client may not fully or partially use the design or to have a third party fully or partially use the design for the completion of the project. The provisions of this article will explicitly also apply if the client has paid for the creation of the design. After the delivery of the works created in the context of the Agreement, the Client will acquire the non-exclusive right to use these goods, which use is limited to the regular use and, specifically, does not entail the duplication of these goods in the context of any production process.
- 19.5. The client will owe the following to NEOC B.V. if the client acts in violation of Article 19.4:
- a. A market rate for the creation of the design. This market rate will be calculated as follows: the number of hours spent by NEOC B.V. on the creation of the design multiplied by the hourly rate of NEOC B.V. If the client has already paid a fee for the creation of the design, this paid fee will be deducted from the market rate which the client owes to NEOC B.V. based on this article; and
 - b. The profits lost by NEOC B.V. because the client has not commissioned NEOC B.V. to complete the project based on the design.
- 19.6. NEOC B.V. will send an invoice to the client for the market rate and the lost profits as set out in Article 19.5.
- 19.7. Unless expressly agreed otherwise in writing NEOC B.V. will remain the owner of the copyright that may be created in the work produced during performance of the Agreement, such as copy, type, design drawings, models, construction and detail drawings, information media, software, data files, photographic materials, films and similar means of production and auxiliary materials.
- 19.8. After delivery of the work produced for the purpose of performance of the Agreement the client will be granted a non-exclusive right of use of said goods, which use shall be limited to normal use, not including in particular reproduction of said goods in any production processes.

- 19.9. The client must always respect the intellectual property rights of NEOC B.V. If the client violates the intellectual property rights of NEOC B.V., the client will be liable for all damage suffered by NEOC B.V. as a result, including loss of turnover.
- 19.10. NEOC B.V. reserves the right to use for its own promotional purposes the work produced for the client. As a result of this NEOC B.V. has the right to show on its website a photo of the project completed for the client.
- 19.11.

Article 20. Confidentiality

- 20.1. Both parties are required to observe the confidentiality of all confidential information obtained from each other or from another source in the context of their Agreement. Information will be considered confidential when designated as such by the other party or if this arises from the nature of the information. The design created by NEOC B.V. based on the instructions of the client is explicitly covered by the duty of confidentiality set out in this article.
- 20.2. If NEOC B.V. is required to also share confidential information with a third party designated by law or the competent court pursuant to a statutory provision or court ruling, and NEOC B.V. is unable to invoke a duty of confidentiality acknowledged or permitted by law or a competent court, NEOC B.V. will not be required to pay compensation or offer indemnification, and the Client will not have the right to dissolve the Agreement based on any damage caused as a result.

Article 21. Personal data

- 21.1. NEOC B.V. processes personal data in accordance with the General Data Protection Regulation (GDPR). The Client can consult the NEOC B.V. privacy statement at https://neoc.net/AVG/NEOC_BV_Online_Privacy_Statement_v1.0.pdf for more information about the processing of personal data by NEOC B.V.

Article 22. Applicable law and competent court

- 22.1. All legal relationships between NEOC B.V. and the Client will be governed by the laws of the Netherlands. The applicability of the Vienna Sales Convention is excluded.
- 22.2. All disputes arising from an Agreement concluded with NEOC B.V. or an agreement arising from this will, to the exclusion of any other judicial body, be submitted to the court in the district of the place of establishment of NEOC B.V. A legal claim will expire after 1 year. Also refer to Article 11.16 in this respect.