



coolermedia

THE EXPLANATION COMPANY

- General Terms and Conditions -

1. Applicability

- 1.1. The general terms and conditions apply to all oral or written agreements in which Cooler Media B.V. ("Cooler Media" also referred to as "we" or "us") undertakes to perform work towards the natural or legal person for whom the work order is performed ("Client" also referred to as "you" or "you").
- 1.2. In the event that these general terms and conditions and the written agreement of assignment contain mutually conflicting conditions, the conditions included in the written contract of assignment shall prevail. Only in the written agreement of assignment can these general conditions be deviated from.
- 1.3. The provisions of these general terms and conditions also apply to every legal relationship between you and the persons employed by us and the third parties engaged by us.

2. Conclusion of an order

- 2.1. The work order is concluded at the moment that the written agreement signed by you and us in which the work order is recorded, is received by us, subject to the following in the next paragraph.
- 2.2. If the order you have signed has not yet been returned to us, the work order will be deemed to have been concluded under the applicability of these general terms and conditions, at the time that we have commenced with the execution of the work order at your request.

3. Execution of the agreement

- 3.1. All work performed by us is carried out to the best of our knowledge and ability in accordance with professional standards. With regard to the intended work there is a best effort obligation on our part.
- 3.2. We determine the manner in which and by which persons the work order will be carried out and, in doing so, observe as much as possible the requirements made known by you.
- 3.3. We can perform more work and may charge you more than may be entailed by the work order, if you have given permission for this work or this work ensues from any law or regulation applicable to the work order.

4. Fees and payment conditions

- 4.1. Unless a fixed order sum has been agreed upon when accepting an order, the fee to be charged by us shall consist of the number of hours worked for you, multiplied by our usual hourly rates.
- 4.2. Our fee does not include our expenses such as travel expenses and shipping costs, and excludes invoices from third parties engaged by us.
- 4.3. All rates are exclusive of value added tax (VAT) and other levies that are or may be imposed by the government and that will be charged to you by us.
- 4.4. We can charge you half of the agreed fee immediately after the conclusion of the agreement and the remaining amount after execution. We are free to invoice you for already completed parts of the agreement at any time and to invoice costs incurred in the interim.
- 4.5. Payment must be made without deduction, discount or debt settlement within fourteen (14) days of the invoice date. Payment must be made in the currency indicated on the invoice, by transfer to a bank account to be designated by us. Objections to the amount of the submitted invoices do not suspend your payment obligation.
- 4.6. If we engage third parties in the execution of the assignment, the costs for the goods and / or services delivered by the third party will be charged to you, possibly increased by a general office expense charge.
- 4.7. After the expiry of the period mentioned in article 4.4 you are in default and all our claims against you are due immediately. From the moment that the default occurs until the day the outstanding amount is paid, you owe the statutory commercial interest on the outstanding amount.
- 4.8. All judicial and extrajudicial (collection) costs that we make or have incurred in connection with the non-fulfillment by you of your (payment) obligations are for your account.
- 4.9. If, in our opinion, your financial position and / or your payment behavior gives rise to this, we are entitled to require you to provide (additional) security without delay in a form to be determined by us and / or to pay an advance. If you fail to provide the security required or to pay the requested advance, we are entitled, without prejudice to our other rights, to immediately suspend the further execution of the order and any and all amount that you owe us for whatever reason is directly claimable.
- 4.10. In the case of a joint assignment, all clients are jointly and severally liable for the payment of the full invoice amount to us, insofar as the work has been carried out on behalf of these joint clients.
- 4.11. If you do not make payment within fourteen (14) days of the invoice date, you are no longer permitted to use materials made available and all (user) rights granted to you will lapse. If it turns out that the materials are still being used, then you will automatically forfeit and without being able to moderate

a fine of € 250,-- excl. VAT for every display and for every day that the violation continues without prejudice to our right to use instead of the fine to recover the damage actually suffered.

5. Delivery terms

- 5.1 If you owe an advance payment or need to provide the necessary information and / or materials for the execution, then the period within which the work must be completed does not start until the payment has been received by us, respectively the information and / or materials are / are made available to us in full.
- 5.2 The terms within which the work must be completed can only be regarded a firm date if this has been explicitly agreed in advance in writing.
- 5.3 The contract can - provided it is certain that execution is permanently impossible - not be dissolved by you due to the lapse of a firm date, unless we do not or do not fully carry out the assignment within a reasonable period of time stated to us after the agreed delivery period.
- 5.4 In the event of a delivery period being exceeded, we will not owe you any form of damages or compensation payment.

6. Obligations of the client

- 6.1 You guarantee the accuracy, completeness and reliability of the data and documents made available to us, even if these originate from third parties and will do everything that is reasonably necessary or desirable to ensure timely and correct execution of the work by us, in particular by giving the necessary cooperation and timely delivery of the necessary data and materials.
- 6.2 The testing of the material made available by us under any regulations and the use of this material is for the account and risk of you.

7. Intellectual property rights & user rights

- 7.1 We reserve all intellectual property rights relating to products of the mind that we use or have used and / or develop and / or have developed within the framework of the execution of the assignment, and in respect of which we have the copyright or have other intellectual property rights or can enforce them.

- 7.2 You are explicitly prohibited from disclosing those products, including computer programs, system designs, working methods, advice, brands and logos and other intellectual products from us, the most extensive meaning of the word, with or without the involvement of third parties, or exploit. Reproduction and / or disclosure and / or exploitation is only permitted after our prior written consent. You have the right to multiply the written documents for your own internal use, insofar as appropriate within the purpose of the assignment. In the event of premature termination of the assignment, the foregoing shall apply mutatis mutandis.
- 7.3 You may only use the material provided by us and selected by you as agreed in writing. Insofar as nothing else has been agreed in writing on the use as referred to in this article, you will only be entitled to use the material supplied by us and the material you selected in unchanged form, on an one-off basis and on a non-exclusive basis only for the medium and the country in which the work was first made public. With regard to websites, these will only be used on the domain as agreed and if nothing has been agreed only on the domain on which this website was first used. Furthermore, the restriction on single use does not apply to websites. You will not reveal any work without mentioning us as a creator or, in the absence of mention, invoking article 8 of the Copyright Act (Auteurswet). Any extension of the rights of use to a larger area, a longer term or any other type of use can only be agreed in writing.
- 7.4 If we give permission to change the material in any form, the eventual use is only permitted after our written approval of the final change.
- 7.5 Unless otherwise agreed, you are not permitted to transfer (rights to) the materials supplied by us to third parties, to encumber them, to lend them or to make them available to third parties in any other way.
- 7.6 We are free to sign the work we have produced. We and third parties from whom we have delivered materials remain under all circumstances, including in the event of a possible transfer of copyright, to reproduce and publish these materials for own us.

- 7.7 If you or third parties for the benefit of whom we have supplied the material used the material supplied by us in other manner (s) than for which permission has been granted, you owe a fee of at least three times the usual fee we pay for such a form of use, without losing any right to compensation for other damage suffered, including the right to compensation of all direct and indirect damage and all actual judicial and extrajudicial costs.
- 7.8 If we have submitted ideas with regard to an assignment to be fulfilled by us, you will not make use of these ideas if the relevant assignment, for whatever reason, is ultimately not carried out by us.
- 7.9 If you act contrary to your contractual obligations, we are entitled to temporarily suspend or terminate the granted right of use on the work.

8. Complaints

- 8.1 Complaints about the work performed and / or the invoice amount must be submitted in writing within fourteen (14) days after the invoice date or within fourteen (14) days after the discovery of the defect, the fault or the shortcoming, at the risk of forfeiting all claims. If you demonstrate that you could not reasonably have discovered the defect, error or shortcoming beforehand, be made known to us.
- 8.2 With regard to the invoices, the payment obligation as a result of such a complaint will not be suspended. You are under no circumstances entitled to postpone payment on the basis of a complaint relating to a particular service or to refuse payment of other services provided by us to which the complaint does not relate.
- 8.3 In the event of a legitimate and timely complaint, you have the choice between adjusting the fee charged, improving or renewing the rejected work free of charge or completely or partially (no longer) carrying out the assignment against proportionate restitution of the fee already paid by you.

9. Liability and indemnity

- 9.1 We will perform our work to the best of our ability and observe the due care that may be expected from us. If an error is made because you provided incorrect or incomplete information to us, we are not liable for the resulting damage. Our total liability to you for any errors that would have been avoided by us with due care is limited to compensation of the direct damage up to the amount of the fee you paid in the thirty (30) days prior to the moment that the error regarding a specific

assignment is made, with a maximum limit of ten thousand Euro (€10,000). Our limitation of liability does not apply if there is intent or deliberate recklessness on our side.

- 9.2 If the assignment is carried out for the benefit of more (legal) persons, the limitation of liability with regard to the assignment applies jointly to all the (legal) persons involved. It is up to that group of involved (legal) persons themselves to distribute the maximum compensation to be paid in case of liability.
- 9.3 You indemnify us from third-party claims for damage caused by you providing inaccurate or incomplete information to us, unless you demonstrate that the damage is not related to culpable acts or omissions attributable to you or caused by our intention or conscious recklessness.
- 9.4 All assignments are accepted and executed exclusively by or on behalf of us. You will exert your possible claim and redress rights exclusively against us and not against our (directors of) shareholders, directors or employees or auxiliary persons engaged by us.
- 9.5 We are not liable for consequential, indirect, business or stagnation damage and / or loss of profits.
- 9.6 We can only be held liable for the services provided by us or by third parties engaged by us. We are not responsible for the services provided by you engaged and / or referenced partners.

10. Interim termination of an assignment

- 10.1 Parties can terminate the assignment in writing at any time with due observance of a reasonable notice period. If the assignment ends before it is completed, you owe the fee for the work that has been carried out for you.
- 10.2 The parties can terminate the assignment without notice and without judicial intervention by written notice with immediate effect, in whole or in part, in the event that the other party - whether or not provisionally - is granted a moratorium, if bankruptcy is granted in respect of the other party or if company is liquidated or terminated.
- 10.3 If you have proceeded to termination prematurely, we are entitled to compensation of costs that we reasonably have to incur as a result of the early termination of the assignment (such as costs relating to subcontracting), unless there are facts and circumstances for the termination that can be attributed to us. If we have proceeded to termination prematurely, you have the right to our co-operation in the transfer of activities to third parties, unless there are facts and circumstances underlying the cancellation that are attributable to you.

11. Internet use

Parties can communicate with each other by means of electronic mail. The parties acknowledge that the use of electronic mail poses risks such as - but not limited to - distortion, delay, interception, manipulation and viruses. The parties hereby agree that they will not be liable towards each other for any damage that may arise for one or all of them as a result of the use of electronic mail. This also applies to the use we make of electronic communication - regardless of its form - in our contacts with third parties. The parties will do everything that can reasonably be expected of each of them to do or omit to prevent the occurrence of the aforementioned risks. In the event of doubt between the parties about the content of received mail, the content of the e-mail sent by the sender is decisive.

12. Expiration period and waiver of right

- 12.1 Insofar as not otherwise stipulated in the work order, your claim rights and other powers on whatever grounds shall also lapse against us in any case after the expiration of one (1) year after the damage for which we are held liable manifested itself for the first time and in any case after a period of five (5) years after the event causing the damage occurred.
- 12.2 Not directly enforcing any right or authority will not affect or limit our rights and powers under this assignment. The waiver of the right of any provision or condition in the assignment will only be valid if it has been expressly made in writing.

13. Conversion and aftereffect

- 13.1 If and to the extent that on the basis of reasonableness and fairness or the onerous character of it, it is not possible to invoke any provision of the assignment, the relevant provision with respect to its content and scope shall at least correspond as closely as possible with the meaning thereof, so that an appeal can be made.
- 13.2 The provisions of this order, of which it is expressly or tacitly intended to remain in force after termination of this assignment, will remain in force afterwards and will continue to bind both parties.

14. Applicable law and choice of forum

- 14.1 Dutch law applies to these General Terms and Conditions and to all agreements between parties and any disputes will in the first instance only be submitted to the competent court in Breda.
- 14.2 In the event of any discrepancies between the Dutch and English texts of these general conditions, the Dutch text will be binding.

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