

General Terms and Conditions of CREATE! d.d. 1 December 2021

These general terms and conditions consist of a general part and a part that applies specifically to the relevant option package(s)

Part I: General

1. Definitions

As mentioned in the General Terms and Conditions,

- 1.1. CREATE!: CREATE! BV (KvK 67116965).
- 1.2. Client: Anyone with whom CREATE! enters into an agreement or to whom CREATE! makes an offer or makes an offer. The agreement or quotation is issued in writing or electronically.

2. Applicability

- 2.1. These general terms and conditions apply to all quotations, offers and agreements between CREATE! and Client.
- 2.2. These general terms and conditions can only be deviated from by written agreement.
- 2.3. The applicability of the general terms and conditions of the Client is expressly rejected.
- 2.4. The nullity or invalidity of any provision or any part of a provision in these conditions does not entail the nullity of the other conditions or of the agreement.

3. Realization of the agreement

- 3.1. All offers from CREATE! are non-binding, unless expressly stated otherwise.
- 3.2. When the Client receives a quotation from CREATE! receives, the Client must sign it within 14 days of receipt and return it to CREATE!, otherwise the offer will lose its validity. The quotation is issued to the Client in writing or electronically.
- 3.3. The agreement is concluded upon receipt of the signed quotation or when the work actually is started by CREATE!
- 3.4. If an assignment is given by two or more Clients, both Clients are jointly and severally liable and CREATE! against each of them the right to fulfilment of the whole.
- 3.5. Inconsistencies in or between contract documents will be interpreted, with due observance of fairness, to the detriment of the person by or on behalf of whom they have been drawn up. This is without prejudice to the parties' obligation to warn each other in the event of apparent contradictions.
- 3.6. If a provision in these general terms and conditions is null and void, the other provisions will remain valid. You must agree to new provisions. These will correspond as much as possible with the old void or voided provisions.
- 3.7. The provisions of the agreement take precedence if they conflict with the provisions of these general terms and conditions.

Prices/Payments/Cancellations

4. Prices and price adjustments

- 4.1. All prices are in euros, exclusive of VAT, transport, packaging materials and any export-related costs and other levies imposed by the government.
- 4.2. In the following situations, CREATE! the right to still adjust the agreed price during the contract period:
 - 4.2.1. If the circumstances for the construction and dismantling deviate significantly from the situation that formed the basis for determining the price.
 - 4.2.2. More or less work has been done.
 - 4.2.3. CREATE! cannot leave the packaging and the equipment / material behind on location.
 - 4.2.4. CREATE! has to incur costs for (for example the accommodation of) its staff.
 - 4.2.5. Price increases of the raw materials to be used for the agreement.
 - 4.2.6. Changes in taxes, levies, wages, social security charges, exchange rates, energy prices or other circumstances that increase the costs for CREATE! involve.
- 4.3. Discounts are given subject to full and timely fulfillment by the contracting party.

5. Payments

- 5.1. If payment in instalments has been agreed, CREATE! each time at or after the appearance of a payment term, the relevant instalment invoice to the Client. The information provided by the Client to CREATE! sales tax due is stated separately.
- 5.2. Payment of a submitted invoice must take place no later than 14 days after the invoice date, unless otherwise agreed. For partial deliveries, CREATE! entitled to invoice these partial deliveries.
- 5.3. CREATE! has the right to demand (additional) security for the fulfillment of payment obligations. Also, CREATE! the right to postpone its obligations until the aforementioned security has been provided to the satisfaction of CREATE! is completed.
- 5.4. If the Client does not pay the entire invoice or part of the invoice, not fully or not on time or not, not on time or not fully to the satisfaction of CREATE! provides security as referred to in Article 5.3, CREATE! the right to defer its obligations. It can also dissolve the agreement extrajudicially with immediate effect, without being obliged to compensate the Client for damage or costs and with retention of the right of CREATE! on compensation.
- 5.5. If the Client does not pay within the agreed term(s), it will be in default immediately after the due date of the invoice. He also owes interest. This interest will be equal to the statutory commercial interest. The Client must then also pay all (extra)judicial collection costs of CREATE! Pay. These costs amount to at least 15% of the principal sum with a minimum of € 150.00.

6. When and how does the agreement end?

- 6.1. The agreement is entered into for the duration as stated in the agreement.
- 6.2. The Contractor may terminate the agreement in writing, up to and including 121 days before the start of the work preparation and purchase, without being obliged to pay any compensation, unless otherwise agreed in the agreement.
- 6.3. The Client has the right to terminate the agreement in writing or to cancel the agreement in writing with due observance of the following terms and subject to the Client's obligation to pay the following amounts to CREATE! comply. The date on which the termination/cancellation by CREATE! is attached. The execution date is the date that CREATE! start with the work for the execution of the assignment, at the discretion of

Insurance/Liability/Complaints

13. Insurance obligation

- 13.1. The client insures the materials used against storm and fire damage.
- 13.2. The Client is obliged to take out adequate event insurance during the period between the construction and the dismantling of the rented materials and, where appropriate, to actually invoke this insurance. This insurance must in any case provide adequate cover for the liability of the Client, its personnel and the auxiliary persons/volunteers engaged by it, for damage to or loss of the CREATE! rented materials and for accidents, injury and/or death of persons.
- 13.3. The Client must provide CREATE! with a copy of this insurance on first request. to send.
- 13.4. If the Client fails to take out such insurance, CREATE! cannot be held liable by the Client. In that case, the Client indemnifies CREATE! against all possible claims from third parties and/or CREATE! the right (but not the obligation) to suspend its activities without any obligation to compensate damage or costs to the Client until the Client has, at the discretion of CREATE!, concluded an adequate event insurance policy and a copy thereof to CREATE! has sent.
- 13.5. CREATE! will provide adequate insurance for the auxiliary persons/volunteers engaged by it itself.

14. Liability, Safety and Compensation

- 14.1. Any liability of CREATE!, including property damage, financial loss, personal injury, trading loss, consequential loss, other (indirect) damage, as well as damage as a result of liability towards third parties is excluded, unless there is intent or wilfully reckless act on the part of CREATE! !
- 14.2. If CREATE! is liable, then this liability is limited to the amount that is paid out per event with regard to this damage by the business liability insurance of CREATE! If the maximum insured amount is higher than the amount of the invoice, excluding sales tax, CREATE! only liable up to the amount of the invoice.
- 14.3. The Client is obliged to CREATE! to indemnify and hold harmless against all claims from third parties for compensation for damage, for which the liability of CREATE! in these terms and conditions in the relationship with the Client is excluded. This obligation to indemnify and compensate also applies to claims from (possibly taking recourse or seeking recourse) insurers of the Client.
- 14.4. The Client must take out adequate liability insurance in good time, a copy of which he will send to CREATE! must consult.
- 14.5. If situations arise where the safety of CREATE! is compromised, keep CREATE! reserves the right to cease and desist its activities until the situation is safe again.
- 14.6. The Client is responsible for the correct earthing of the construction against lightning strikes and the like.
- 14.7. CREATE! May at all times place projects, in which products and/or services have been purchased from CREATE!, on its website without having to ask for permission in advance, unless otherwise agreed in writing in advance.
- 14.8. In addition to the previous provision, the Client shall, at the request of CREATE! ten per event, by CREATE! to choose, photos available. The Client guarantees that CREATE! is entitled to use those photos for promotional purposes, for example, and indemnifies CREATE! for all claims of third parties based on infringement of any copyright, other intellectual property right or related right.

15. Warranty

- 15.1. The items from CREATE! are of a temporary nature. CREATE! therefore only guarantees a proper and safe assembly during the period that the event in question lasts.
- 15.2. Any additional warranty is possible with CREATE! have been agreed separately. These guarantees/securities can be found in the written guarantee statement.
- 15.3. Warranty does not apply in case of force majeure.
- 15.4. Guarantee is only given if the Client has fulfilled all (financial) obligations. Any warranty claim lapses if the CREATE! given instructions have not been followed.

16. Complaint obligation

- 16.1. Complaints with regard to the work performed and/or the invoice amount must be submitted in writing to CREATE! to be made known within 8 days after the delivery, or after the performance of the work, or within 30 days after the discovery of the defect, if the Client demonstrates that he could not reasonably have discovered the defect earlier. Otherwise, the Client can no longer invoke a defect in the performance.
- 16.2. The notification must be sufficiently detailed that CREATE! can respond appropriately. Client must CREATE! in all cases offer the opportunity to repair a possible defect or to carry out the processing again, unless CREATE! and the client agree otherwise.
- 16.3. If a defect is reported later, the Client is no longer entitled to repair, replacement or compensation.
- 16.4. A complaint does not suspend the payment obligation of the Client.
- 16.5. If it is established that a complaint is unfounded, the costs incurred as a result, including the investigation costs, will be borne by the Client.

17. Force majeure

- 17.1. CREATE! is released by operation of law and is not obliged to fulfill any obligation towards the Client in the event of force majeure. Force majeure is understood to mean the situation in which the execution of the agreement is wholly or partially, temporarily or otherwise, prevented by circumstances beyond the control of CREATE! A case of force majeure includes (but is not limited to): illness of employees of CREATE! and third parties engaged by it for the performance of the performance, unforeseen measures taken by the government, measures and/or prohibitions by the Dutch and/or foreign government, unforeseeable and unpredictable traffic obstructions, accidents with a CREATE! or from third parties engaged by it, unforeseen technical defects, failure to fulfill agreements by suppliers of CREATE!, terrorism and natural disasters, theft of materials necessary for the performance, weather conditions including wind force and a certain slope of the location making it unsafe or dangerous to proceed with the construction of the items to be delivered. In the event of force majeure, the obligations will be suspended, without CREATE! can be held liable for the damage caused by this.



CREATE!, examples of this work are the drawing work and ordering the necessary materials. In case of cancellation/cancellation:

- 6.1.1. up to and including 120 days before the execution date: 40% of the agreed price.
 - 6.1.2. up to and including the 31st day before the execution date: 60% of the agreed price.
 - 6.1.3. less than 31 days, but more than 7 days before the execution date: 70% of the agreed price.
 - 6.1.4. within 7 days before the execution date: 100% of the agreed price.
- Cost that CREATE! must make due to cancellation/cancellation by the Client, are also at the expense of the Client.

Delivery/Location/rental & material/personnel & auxiliaries/

7. Delivery and delivery times

- 7.1. The agreed time when CREATE! the execution of the agreement starts, or when the rented items are delivered for use, CREATE! reasonably pursued.
- 7.2. Exceeding the (target) term obliges CREATE! not to pay any compensation and does not give the Client the right to dissolve the agreement and/or to suspend its obligations.
- 7.3. If the safety of its staff is at risk, for example due to weather conditions, CREATE! is entitled to suspend the work until the circumstances have improved.
- 7.4. The moment transport is not through CREATE! is taken care of, but by the Client or a third party engaged, delivery takes place at the moment that the kit is loaded into the means of transport of the Client/third parties. At that time, the risk passes to the Client. This also applies to any required transport documents. It is up to the Client to make any further arrangements with the third party engaged.
- 7.5. Unless expressly agreed otherwise, CREATE! the right to deliver the parts to be delivered by it in partial transactions.
- 7.6. The client is obliged to purchase the parts at the moment they are offered to it.

8. Location

- 8.1. The Client will always be present at the construction site as long as the construction and dismantling lasts.
- 8.2. The Client ensures good accessibility of the location for all means of transport of CREATE! or third parties engaged by it.
- 8.3. The Client is responsible for free and sufficiently spacious and safe parking for the vehicles of CREATE! or from by CREATE! hired third parties. Possible parking fines, costs or damages for CREATE! arising from a defect in the provisions referred to under 8.1 and 8.2 will be charged directly to the Client.
- 8.4. The Client will ensure that CREATE! while the performance is not hindered by third parties, such as the public, parked cars or other obstacles. The job site will be cordoned off by fences or red and white ribbons to allow CREATE! to operate undisturbed and safely.
- 8.5. The layout of the location, in particular the place where the performance is to be delivered as well as necessary facilities such as electricity, heating, gas, compressed air and water must be available and fully equipped so that CREATE! can deliver the performance without making special provisions for this. The required electricity, gas and water are for the account of the Client.
- 8.6. The Client will ensure that CREATE! on the agreed end date of the rental, the rented or made available items are returned clean, empty and undamaged. This date is a fatal date.
- 8.7. The Client guarantees CREATE! that the subsoil on which the leased or made available items are built, or are supplied and removed, has sufficient bearing capacity.
- 8.8. The Client indemnifies CREATE! for all claims by third parties with regard to damage caused to the subsoil as well as the paving, paving and facilities present in the subsoil, insofar as this damage arises from the delivery of the performance.
- 8.9. The Client must ensure the presence of general facilities (toilets, washroom, changing room and canteen) for the staff of CREATE! or on behalf of CREATE! engaged third parties during the period that they are present on the site designated by the Client. If the construction and dismantling of the work is delayed because the Client does not provide the necessary cooperation, or if another impediment arises on its part, as described for example under 8.9., the Client will be charged an amount of 70 euros per hour per present. staff member of CREATE! unless the cause of the impediment cannot reasonably be attributed to the Client.
- 8.10. The Client must ensure safe and proper storage for CREATE! If the Client does not have such storage options, he must report this in advance in writing to CREATE! Failing this, CREATE! the right to charge the extra costs to be incurred by it to the Client or to suspend the agreement until the Client has yet arranged for such storage.
- 8.11. The Client undertakes to return the rented property and all other items of the CREATE! to store and guard left behind goods and tools (including trailers, semi-trailers, forklift trucks and packaging) as befits a good family man. It is at all times and strictly prohibited to use CREATE! unless otherwise agreed in writing in advance.

9. Rented goods and/or objects, damage

- 9.1. All tools and other materials made available by the Client and used by CREATE! are at the risk of the Client.
- 9.2. The Client and/or the third parties hired by it are not permitted to make changes to the CREATE! built objects. If this does happen, CREATE! no responsibility and/or liability for any resulting damage.
- 9.3. The Client is strictly prohibited from sawing, drilling in or applying paint or the like to materials from CREATE! All costs of repair or replacement are for the account of the Client.
- 9.4. If damage should occur to the materials of CREATE! due to activities during the event (eg fireworks shows / fire eaters, etc.), the costs of replacement or repair will be paid by the Client.
- 9.5. In the event of damage or accident, the Client must immediately CREATE! to notify. CREATE! is always available on the phone number +31621861471.
- 9.6. The Client is not allowed to use CREATE! to give leased or made available items to third parties for use, sublet or otherwise make them available to a third party, without the prior written permission of CREATE!

18. Other expectations back and forth

- 18.1. CREATE! will carry out its work with due care to the best of its knowledge, experience and science. CREATE! will represent the interests of the Client to the best of its ability.
- 18.2. CREATE! will treat the Client's data confidentially, insofar as CREATE! should know that the information is confidential.
- 18.3. Client must provide all data that CREATE! needs to be able to carry out its work properly, on time and completely to CREATE! hand over. The Client is responsible for ensuring that this information is correct.
- 18.4. The Client has a duty of confidentiality towards third parties regarding the business matters of CREATE! in the broadest sense of the word.

19. Suspension and dissolution of the agreement

- 19.1. CREATE! has for the duration of the force majeure situation both the right to suspend the execution of the agreement and to dissolve the agreement with immediate effect out of court, in both cases without compensation for damage or costs, by whatever name and wherever on based, on the part of the Client.
- 19.2. If the Client does not, not properly or not timely comply with any obligation under the agreement concluded between the parties or from related agreements, if there is good reason to fear that the Client is or will not be able to fulfill its contractual obligations, in the event of bankruptcy or suspension of payments or a request or application thereto, as well as in the event of the shutdown, liquidation or full or partial transfer of the Client's company, as well as in the event that the Client's assets are seized and this attachment has not been lifted within a reasonably short period of time, CREATE! the right to either suspend the execution of the agreement or to dissolve the agreement in whole or in part extrajudicially with immediate effect, without CREATE! to any compensation for damage or costs and without prejudice to the further CREATE! accruing rights.

20. Amendment of these terms

- 20.1. CREATE! can always, without prior notification, change the general terms and conditions.
- 20.2. CREATE! may post changes to these terms by posting on its website or otherwise communicating it. It is therefore advisable to review the terms and conditions from time to time. Changes also apply to existing agreements.

21. Applicable law/competent court

- 21.1. On all quotations, offers and/or agreements with CREATE! and all by CREATE! performed work is exclusively governed by Dutch law.
- 21.2. All disputes arising from the quotations, offers, agreements or activities referred to in paragraph 1 will in the first instance be exclusively submitted for assessment to the competent court in the district of East Brabant.
- 21.3. Where the existing Dutch regulations regarding the CREATE! If the work to be performed is unclear, the Dutch Practice Guideline (NPR) will be applied or serve as a guideline.

Part II: Option Packs

In addition to the general terms and conditions as included in Part I, the additional terms and conditions of the package chosen by the Client as included in the quotation apply. If the additional terms and conditions deviate from the general terms and conditions, the additional terms and conditions shall prevail. If the type of package changes during the contract period, the terms and conditions of the option package which most closely correspond to the implementation in practice will apply, at the discretion of CREATE!

OPTION 1

22. What is CREATE!'s Client allowed to expect?

- 22.1. CREATE! supplies a kit including assembly drawings. This kit is produced by CREATE! transported to the location chosen by the Client.

23. What can CREATE! expect from you as a Client?

- 23.1. The client provides a (local) assembly and dismantling crew. There will be no support from CREATE! present.

24. Delivery and risk

- 24.1. CREATE! takes care of the kit until delivery and therefore bears the risk until delivery.
- 24.2. The moment of unloading of the kit on location is considered delivery. At that time, the risk passes to the Client.

25. Liability

- 25.1. The client has deliberately chosen the 'OPTION 1' package. This is financially the most favorable option, but also has the consequence that the Client bears full responsibility from the moment of delivery. This also applies to construction and dismantling. After all, there are no CREATE employees here! involved in.
- 25.2. CREATE! cannot be held liable for damage. Not even if this damage is directly or indirectly related to the construction kit, the assembly drawings or other previous work by CREATE! Nor can it be held liable if the damage is related to delay or suspension.

OPTION 2

26. What is CREATE!'s Client allowed to expect?

- 26.1. CREATE! supplies a complete kit including assembly drawings. This kit is produced by CREATE! transported to the location chosen by the Client.

27. What can CREATE! expect from you as a Client?

- 27.1. The client provides a (local) assembly and dismantling crew. There will be support from CREATE! staff are present.
- 27.2. The staff of CREATE! will not direct the crew, they only serve as support. The client is responsible for directing the crew.
- 27.3. In the case of multi-day construction/dismantling projects, the Client must provide meals and accommodation for the personnel of CREATE!

28. Delivery and risk

- 28.1. CREATE! takes care of the kit until delivery and therefore bears the risk until delivery.
- 28.2. The moment of unloading of the kit on location is considered delivery. At that time, the risk passes to the Client.



10. Auxiliaries/volunteers

- 10.1. If use is made of auxiliary persons/volunteers made available by the Client, these persons must all be of age, in possession of the correct personal identification and work permit and competent to help set up and break down the leased property. The Client indicates to CREATE! in writing in advance the names and dates of birth of the auxiliary persons/volunteers. Failure to provide names and dates of birth obliges the Client to insure the assistants/volunteers made available.
- 10.2. The Client guarantees that the agreed number of assistants/volunteers will arrive at the agreed place and time and for as long as CREATE! deems necessary, cooperate with the erection and dismantling of the rented property, and that all auxiliary persons/volunteers have and wear the necessary personal protective equipment (including safety shoes with steel noses, work gloves, etc.). Insofar as agreed and necessary, this also applies to proper climbing suits. In the event of damage and/or personal injury to auxiliary persons/volunteers caused by not wearing the intended personal protective equipment, CREATE! cannot be held liable in any way for damage and the Client indemnifies CREATE! for all claims of auxiliary persons/volunteers or third parties in this regard.
- 10.3. The auxiliary persons/volunteers must at all times follow the directions and instructions given by employees, foremen or staff, employed or on behalf of CREATE!
- 10.4. If the Client does not fulfill these obligations, the resulting damages for CREATE! resulting additional costs will be charged on the basis of 400 euros per non-present auxiliary persons/volunteers per day, without prejudice to the right to claim compensation for the excess.
- 10.5. The Client is responsible and liable for the auxiliary persons/volunteers made available by the Client, CREATE! for the helpers/volunteers it makes available.
- 10.6. Client indemnifies CREATE! fully for all claims or claims from third parties that are based on negligent acts of the auxiliary persons/volunteers engaged by the Client, as well as for the damage suffered by these auxiliary persons/volunteers and claims and claims instituted by them.

11. Permits and inspections

- 11.1. The Client is responsible for obtaining the correct permits, permissions and exemptions that are necessary for the execution of the agreement. If CREATE! nevertheless takes care of the application for a permit, permission or exemption by exception, this will be done entirely at the expense and risk of the Client.
- 11.2. If a building and/or its use is not permitted by an inspection body, the agreement remains in force and all payment obligations arising from the agreement must be met.
- 11.3. The costs for adaptation works, arising from decisions of the inspection bodies, are for the account of the Client.

12. Evacuation of the rented property

- 12.1. The Client will, in consultation with CREATE! take the necessary measures to bring the structures "out of service" if wind speeds above 17 m/s are expected. The Client will at all times proceed to evacuate the structures, or the vicinity of structures, if wind speeds above 28 m/s are expected and/or if there is a risk of electrocution due to thunderstorms.
- 12.2. If the Client fails to immediately and immediately vacate the rented property from all persons in the aforementioned weather conditions, the Client indemnifies CREATE! for all claims that are directly or indirectly caused by the aforementioned weather conditions.

29. Liability

- 29.1. The Client has deliberately opted for the 'OPTION 2' package. This means that the Client can save on the costs for the crew of set-up and dismantling. This also ensures that the Client bears full responsibility from the moment of delivery, so also with regard to the construction and dismantling. The client is therefore responsible for the work performed by the (local) construction and dismantling crew.
- 29.2. CREATE! cannot be held liable for damage that is not directly related to work performed by the personnel of CREATE! with due observance of article 14. Not even if this damage is directly or indirectly related to the construction kit, the assembly drawings or other activities of CREATE! Nor can it be held liable if the damage is related to delay or suspension.

OPTION 3

30. What is CREATE!'s Client allowed to expect?

- 30.1. CREATE! supplies a complete kit including assembly drawings. This kit is produced by CREATE! transported to the location chosen by the Client and at this location by a crew of CREATE! fully assembled and dismantled. If agreed, CREATE! make use of auxiliary persons/volunteers made available by the Client.

31. What can CREATE! expect from you as a Client?

- 31.1. For multi-day construction / dismantling projects, the Client must provide meals and accommodation for the personnel of CREATE!

32. Delivery and risk

- 32.1. CREATE! takes care of the kit until delivery and therefore bears the risk until delivery.
- 32.2. The moment of completion of the build-up counts as completion. At that time, the risk passes to the Client.

33. Liability

- 33.1. The client has consciously opted for the 'OPTION 3' package. This ensures that CREATE! bears the risk and responsibility from and up to and including construction and from and up to and including dismantling. The build-up starts from the moment the CREATE! arrives and ends no later than the first day of the event at 00:00. The dismantling starts at least 4 hours after the end of the event and lasts until the last vehicle of CREATE! leave the event site. All this with due observance of Article 14.
- 33.2. For the intervening period of the event, CREATE! not be addressed. Not even if this damage is directly or indirectly related to the construction kit, the assembly drawings or other activities of CREATE! Nor can it be held liable if the damage is related to delay or suspension.

