

## **GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions were filed with the Amsterdam District Court under number 21/2007 on 7 February 2007.

### **I. GENERAL PROVISIONS**

#### **1. Definitions**

- “Customer”** the party with whom UNITED has entered into a Contract;
- “Contract”** a contract whereby UNITED agrees to supply or rent out goods, provide services, supply staff, or take goods into custody;
- “UNITED”** each and every of the following companies, all of them giving effect to these General Terms and Conditions: UBF N.V., United Broadcast Facilities B.V., United Multicam B.V., United PostProduction B.V., United Decor B.V., United Unicam B.V., or United Satellite Services B.V.

#### **2. Applicability**

- 2.1 These General Terms and Conditions apply in full to each and every Contract entered into by UNITED and each and every quotation issued with a view to making a Contract.
- 2.2 The applicability of any general terms and conditions used by a Customer is hereby expressly rejected.

#### **3. Quotations**

- 3.1 All offers and quotations issued by UNITED with a view to entering into a Contract are without prejudice and subject to contract and, unless stated otherwise in the quotation, are open to acceptance for a period of 15 days only. If a quotation is not accepted within 15 days, it shall be deemed to have been withdrawn.
- 3.2 The Customer warrants that all measurements, requirements, specifications, and other data on which UNITED relied when preparing its quotation are correct and complete.

#### **4. Contracting**

A Contract shall only be deemed to have been made: (i) upon written confirmation by UNITED or the Customer of the oral agreement reached between UNITED and the Customer, provided that the other party does not object to any of the essential provisions stated in said written confirmation within a period of 7 days; (ii) upon a quotation or confirmation being signed for approval by UNITED and the Customer; or (iii) upon commencement by UNITED of its performance under the Contract in a way that is discernible to the Customer, unless the Customer immediately objects in writing.

## **5. Prices and Payment**

- 5.1 Unless the Contract provides otherwise, all prices quoted by UNITED are stated exclusive of value-added tax (VAT), other government-imposed taxes and charges, postage, shipping costs, security fees, insurance premiums, installation costs, costs of energy, communication, cleaning, travel and lodging expenses, and costs of renting equipment from third parties. If UNITED and the Customer have agreed on prices in a currency other than Euros, all foreign exchange rate fluctuations shall be at the Customer's risk and expense.
- 5.2 If the Contract provides for the performance of continuing obligations in consideration for periodic fee payments or subject to a payment term of more than 60 days between the date of the Contract and the date of full performance of the Contract, UNITED may at any time increase the agreed prices at 30 days' written notice. In such an event, the Customer shall have 14 days to dissolve the Contract in writing with effect from the date on which the price increase is to take effect. Having received a notice of dissolution from the Customer, UNITED shall have 4 days to withdraw the price increase, in which event the original Contract shall remain in full force and effect.
- 5.3 UNITED may, within reason, charge the Customer for any additional work at its customary rates, provided that UNITED has given the Customer due notice of the resulting price increase in a timely fashion. Additional work is defined for this purpose as any and all work performed by UNITED at the Customer's request over and above the work agreed in the Contract. The absence of a written work order shall not affect UNITED's right to claim compensation for any additional work performed. UNITED shall in no circumstances be obliged to comply with a request for additional work and may require that a separate written contract be concluded to that effect.
- 5.4 The Customer must pay all invoices of UNITED without any postponement or set-off within 30 days of the date of invoice. In case of any late payment, the Customer shall be liable, without prior demand or notice of default, to pay interest on the outstanding amount at 1% per calendar month, with part of a month being counted as a full month for this purpose. Interest shall be calculated from the date on which the relevant payment became due until the date of full payment.
- 5.5 If UNITED decides to take extrajudicial action to collect any outstanding amounts, the Customer shall be liable to reimburse UNITED for the costs involved without prior demand or notice of default. These costs are hereby set at a minimum of 15% of the outstanding amount, subject to a minimum of EUR 250.
- 5.6 UNITED may at its sole discretion require, either at the time of conclusion of the Contract or at any later point in time during the term of the Contract, that the Customer furnish a bank guarantee, pay a deposit, or furnish any other appropriate form of security to guarantee compliance with its obligations under the Contract. If UNITED demands security from the Customer, UNITED may postpone its (further) performance of the Contract until security has been furnished.

## **6. Time Periods and Subcontracting**

- 6.1 All time periods stated by UNITED for performance of the Contract are determined by UNITED to the best of its knowledge on the basis of information known to UNITED when entering into the Contract. UNITED shall make every reasonable effort to meet all agreed deadlines.

6.2 Mere expiry of a time period shall not constitute an event of default. UNITED shall only be in default upon any such expiry after having been served notice of default by the Customer. Should UNITED threaten to exceed any agreed time period, UNITED and the Customer shall consult one another as soon as possible.

6.3 UNITED may outsource performance of the Contract or part thereof at any time and may also retain the services of a third party to assist in performing the Contract.

## **7. Liability**

7.1 UNITED's total liability for breach of Contract shall be limited to any and all direct loss or damage incurred by the Customer, subject to a maximum amount equal to the price (exclusive of VAT) which has been agreed for the part of the Contract performance directly related to the breach. In no event shall the total amount of compensation for any such direct loss or damage exceed EUR 100,000 (one hundred thousand euro). Direct loss or damage shall exclusively comprise:

- a. reasonable costs incurred by the Customer to have UNITED's defective performance remedied so as to conform to the Contract;
- b. reasonable costs incurred by the Customer to prevent or mitigate any direct loss or damage as referred to in this Contract;
- c. reasonable costs incurred by the Customer to identify the cause and extent of any direct loss or damage as referred to in this Contract.

7.2 Without prejudice to Clause 7.1, UNITED's liability for property damage or for loss or damage caused by death or physical or mental injury shall in no event exceed an amount of EUR 250,000 (two hundred and fifty thousand euro) per event and EUR 1,000,000 (one million euro) per calendar year.

7.3 UNITED accepts no liability whatsoever for any indirect loss or damage, including, but not limited to consequential loss or damage; loss of business, turnover or profit; lost savings; damage caused by business interruptions; harm to the Customer's name or reputation; loss of goodwill; damage as a result of third-party claims filed against the Customer; inferior quality of tapes; destruction, loss or corruption of audio and/or video and/or information carriers and the material recorded thereon; loss or damage arising in connection with the use of items belonging to the Customer or third parties and supplied by the Customer to UNITED for (compulsory) use by UNITED; loss or damage arising in connection with UNITED retaining the services of third parties on the Customer's instructions; theft, destruction or damage to items of property belonging to the Customer or any of its employees, subcontractors or authorized visitors; loss or damage caused by any breakdown or improper functioning of connections, or by the inferior quality of connections, regardless of whether these have been installed by UNITED or any third parties, or by the inferior quality of any branch connections installed by UNITED for the Customer or any third parties at the request of the Customer; and all loss or damage other than that covered by Clauses 7.1 and 7.2.

7.4 The limitations of liability stipulated by UNITED in the previous paragraphs of this Clause 7 shall not apply if and to the extent that the loss or damage must be attributed to any intentional act or omission (*opzet*) or gross negligence (*grove schuld*) on the part of UNITED.

- 7.5 UNITED shall only be liable for breach of Contract if UNITED fails to remedy its breach after having been served promptly, i.e. within 48 hours of performance of (the relevant part) of the Contract, at the latest, with a written notice of default containing a full and detailed description of the breach and providing for a reasonable grace period. Should the Customer fail to serve notice of default within the term referred to above, the Customer shall forfeit its right to file any claims against UNITED for breach of Contract. All claims for damages against UNITED shall be subject to a limitation period of 12 months.
- 7.6 The Customer shall be liable to UNITED, its employees and/or third parties hired or allowed access by UNITED for any event of death, physical or mental injury caused by the Customer or any third parties hired by the Customer and for any theft, destruction or damage to items of property belonging to UNITED, its employees and/or third parties hired or allowed access by UNITED.
- 7.7 The provisions of this Clause 7 shall also inure to the benefit of all individuals and legal entities engaged by UNITED in the performance of the Contract.

## **8. Force Majeure**

- 8.1 In these General Terms and Conditions, force majeure shall be defined - in supplementation to the meaning given to this term by statute and case law - as the occurrence of any and all such foreseen or unforeseen external factors beyond UNITED's control as will impede UNITED from performing its obligations. Force majeure shall in any event include events such as war, armed conflict, terrorist attacks, rebellion, riots, nuclear reactions, Acts of God, fire, strikes or other industrial action by personnel of UNITED or its suppliers, excessive absenteeism, transport problems, power outages, or any power disconnection at Media Park in Hilversum or in any of the buildings in which UNITED undertakes its activities.
- 8.2 In light of the task of the Public Broadcasting System to report on events of national or great social importance and on special international events, force majeure shall also be understood to include any event preventing UNITED from complying with its obligations to the Customer because it must directly or indirectly supply personnel and materials to the Public Broadcasting System with a view to fulfilling the task described above.
- 8.3 If any breach of Contract cannot be attributed to either party due to the occurrence of an event of force majeure, the mutual obligations of the parties shall be suspended until such time as compliance with said obligations can be reasonably required again.
- 8.4 If any such suspension as a result of force majeure exceeds a period of one month, either party may terminate the Contract forthwith without prior notice of default or court order, and without being in any way liable to pay the other party any form of compensation.
- 8.5 An event of force majeure must be invoked by registered mail within 14 days of the event having occurred.

## **9. Indemnity**

The Customer shall fully indemnify and hold UNITED and all employees supplied by UNITED to the Customer harmless from any and all claims filed by third parties

against UNITED and/or said employees on the grounds of a breach of Contract by the Customer.

#### **10. Confidentiality**

The Customer and UNITED shall treat all written and oral information obtained from the other party in the context of the Contract as strictly confidential to the extent that they know or ought to know that the information concerned is confidential in nature, and further agree to not disclose any such information to third parties, except where:

- a. the recipient has already obtained the information without being subject to a duty of confidentiality;
- b. the information already belongs to the public domain other than by means of an infringement of this Clause 10 or through any disclosure in respect of which the recipient knew or ought to have reasonably known at the time of disclosure that disclosure was wrongful;
- c. the information is provided by the recipient to its professional advisors on a need-to-know basis and subject to a duty of confidentiality;
- d. the information must be made known in any applicable jurisdiction under a court order or any rules or law, stock exchange rules or national, provincial, municipal or other public rules that are in force, provided that the other party is consulted in due time as regards the need to disclose the information concerned and the time and extent of the disclosure.

Information marked as confidential by the provider shall always be treated as confidential. The recipient of any confidential information shall only use the same for purposes for which the information was provided.

#### **11. Staff Takeover Ban**

The Customer agrees for the term of the Contract and for one year after the date of its termination to refrain from hiring or otherwise directly or indirectly retaining any services, in the broadest sense of the word, of persons employed by UNITED or any of its affiliates who were involved in the performance of the Contract, unless it has obtained UNITED's prior written consent. UNITED shall not withhold its consent if the Customer has offered appropriate compensation to UNITED.

#### **12. Options**

- 12.1 If UNITED has granted an option to enter into a Contract, UNITED shall also duly state the term within which the option holder must exercise the option. If the option holder fails to exercise the option in writing before the option expiry date, the option shall be deemed to have been cancelled.
- 12.2 UNITED may at any time shorten the option exercise term referred to in Clause 12.1 by asking the option holder to exercise the option within 24 hours. If the option holder fails to exercise the option in writing within that term, the option shall be deemed to have been cancelled.

#### **13. Cancellation**

- 13.1 The Customer may only cancel a Contract if it gives written notice to that effect before UNITED commences performance of the Work.

- 13.2 In the event of cancellation, the Customer shall always be liable to compensate UNITED for the preparation costs incurred.
- 13.3 If a Contract is cancelled less than 21 days prior to commencement of the Contract's performance, the Customer shall be liable to pay compensation equal to 75% of the total price agreed between the parties. If the Contract is cancelled less than 7 days prior to said commencement, the Customer shall pay compensation equal to 100% of the total price agreed.
- 13.4 UNITED may cancel the Contract, or any part thereof, by giving written notice if any change in circumstances occurs that will render it unreasonable to demand compliance from UNITED, or if compliance with the Contract triggers the risk of criminal prosecution or any other legal risk. The Customer shall not be entitled to any form of compensation in any such event.

#### **14. Early Termination**

- 14.1 Either party may rescind the Contract only if the other party has defaulted on a material obligation under the Contract and, having been served notice of default containing a full and detailed description of the event of default and also providing for a reasonable grace period, fails to remedy said default.
- 14.2 If a Contract is open-ended and its nature and content is such that the Contract does not end upon completion, either party may give written notice of termination in consultation with the other party and upon submission of a statement of reasons. If the Contract does not provide for any period of notice, a reasonable term must be observed. The parties shall not be liable to pay the other party compensation upon the occurrence of any such event.
- 14.3 Either party may terminate the Contract, or any part thereof, with immediate effect by giving written notice: (i) if the other party starts negotiations with any of its creditors or takes similar action with a view to rescheduling its debts or any part thereof; or (ii) enters into a debt settlement agreement with its creditors; or (iii) applies for a suspension of payments; or (iv) applies for a winding-up order or is wound up. A party which terminates the Contract on this basis shall in no circumstance be obliged to reimburse any funds already received or to pay any form of compensation.
- 14.4 In departure from the directory rules of law that are in place, the Customer may only terminate a Contract for the provision of services in any of the events stipulated in these General Terms and Conditions.

#### **15. Intellectual Property**

- 15.1 The Customer warrants to UNITED that there are no intellectual property rights of third parties which might preclude performance of the Contract by UNITED and, further, that the Customer has obtained full and unrestricted licences to integrate proprietary parts of the programme into its programme materials and to have these parts recorded on audio, video or other information carriers by UNITED. The Customer shall fully indemnify and hold UNITED and any of its affiliates harmless from any claims filed on the grounds of an alleged infringement of this Clause.
- 15.2 Unless the Contract expressly provides otherwise, all intellectual and industrial property rights in items of property made or supplied by UNITED or any of its

employees or freelancers pursuant to the Contract shall vest exclusively in UNITED, its licensors or suppliers. The Customer shall only have the right to use said items of property to the extent permitted by law and these General Terms and Conditions. Any other or more far-reaching rights for the Customer are hereby expressly excluded. Any licences granted to the Customer shall be non-exclusive and non-transferable.

## **16. Other Obligations for the Customer**

16.1 The Customer shall provide UNITED with all necessary or useful information required for a proper performance of the Contract within due time and shall render its full-cooperation to that effect by taking such measures as to grant free and unrestricted access to all buildings and premises in a timely fashion and ensure that UNITED can make use of all workspace and related facilities reasonably required to perform the Contract. The Customer shall ensure that all staff engaged to cooperate in performing the Contract have the requisite expertise, experience, qualifications and know-how.

16.2 If the Customer fails to comply with its obligations under Clause 16.1 or if the Customer complies late or otherwise defaults on its obligations, UNITED may postpone performance of the Contract in full or in part and charge the Customer for all costs incurred at its customary rates, without prejudice to any other rights UNITED may have in this regard.

16.3 The Customer warrants that the workspace and facilities supplied under Clause 16.1 comply with all applicable (statutory) occupational safety and health requirements. The Customer shall indemnify and hold UNITED harmless from and against any claims filed by third parties, including UNITED staff, on the grounds of any breach of this warranty.

16.4 The Customer shall make every reasonable effort to ensure that UNITED's name and role are mentioned in all credits and promotional statements regarding the programme covered by the Contract.

## **17. Miscellaneous**

17.1 Any departure from or exclusion of these General Terms and Conditions shall be valid only with the express and written consent of UNITED.

17.2 If any of the provisions hereof prove to be invalid or unenforceable at any time, the remaining provisions shall continue to be in force and effect to the fullest extent possible. UNITED and the Customer shall do their utmost to reach agreement about a new provision which approximates the invalid or unenforceable provision as closely as possible in terms of both meaning and purpose.

17.3 The Customer may not assign any of its rights and obligations under the Contract without the prior written consent of UNITED.

17.4 Notices and other communications required in relation to the Contract must be given or made in writing and be delivered in person or sent by fax, courier or registered mail to the addresses or fax numbers stated in the Contract or to any such other address as the addressee may report for that purpose in conformity with the provisions of this Clause.

17.5 In case of any conflict or inconsistency between the Dutch-language version of these General Terms and Conditions and any translation hereof, the Dutch text shall prevail. In case of any conflict or inconsistency between any of the general provisions in this Section I and any of the specific provisions laid down in Sections II to V below, the specific provisions shall prevail.

17.6 UNITED may have employees be present as trainees in the performance of the Contract, provided that UNITED does not charge the Customer any additional costs.

## **18. Disputes**

18.1 The Contract shall be governed by and construed in accordance with Dutch law. The applicability of the Vienna Convention of 11 April 1980 on the International Sale of Goods is hereby expressly excluded.

18.2 Any and all disputes arising from the Contract shall be submitted in the first instance, and to the exclusion of any other court of law, to the competent court in Amsterdam. UNITED reserves the right, however, to file action against the Customer before the court of its place of domicile.

## **II. RENTAL BUSINESS**

The provisions of this Section II shall apply, next to the General Provisions laid down in Section I, to all Contracts that (also) pertain to the rental of property such as equipment and studios.

### **19. Condition**

The Customer shall inspect the property rented at the outset of the rental term and, if no defects are found, shall sign for delivery of the property in good condition. If the Customer has not signed for delivery in good condition, the property rented shall be deemed to have been delivered and accepted in a condition which the Customer may expect of properly maintained property of the kind covered by the Contract.

### **20. Use, Inspection, Defects**

20.1 The Customer may not use any property rented from UNITED for any purpose or at any location other than as provided for in the Contract. If the Contract contains no provisions to that effect, the Customer shall only be authorized to use the property for its intended purpose or at its intended location.

20.2 The Customer shall be obliged to use the property rented with due care and in compliance with all statutory requirements, and shall promptly follow all instructions and/or directions given by UNITED as regards the use and maintenance of the property rented.

20.3 Subject to the prior written consent of UNITED, the Customer may not sublet or rent out the property, or any part thereof, to any third party other than in the normal conduct of the Customer's business, nor shall it grant any such third party a right to use the property rented.

- 20.4 UNITED may inspect and maintain the rented property at any time.
- 20.5 The Customer must report any defects or damage discovered during the rental term to UNITED without delay by means of a full and detailed specification of the relevant defects or damage. UNITED shall either repair the defects or damage itself or have the repair work performed by a third party for the account of UNITED. The Customer may not make or have others make any repairs or alterations to the property rented without the prior consent of UNITED.
- 20.6 The Customer must report any event of theft or other criminal offence to the competent authorities and provide UNITED with a copy of the report and/or the police report.
- 20.7 Should any property rented be missing or damaged, or should any third party assert any rights in respect of the property rented, for instance by seizing the property, the Customer shall inform UNITED of any such event without delay.

## **21. Rental of Equipment**

- 21.1 Equipment is rented for full days for the rental term specified in the Contract. The rental period may be renewed only with the prior written consent of UNITED.
- 21.2 Unless the Contract provides otherwise, the Customer shall take receipt of the rental equipment at the designated UNITED location during office hours (from 9 a.m. to 5.30 p.m.) on the first day of the rental period. If no date of commencement is laid down in the Contract, the rental period commences on the date on which the Customer takes receipt of the equipment. If the Customer fails to take receipt of the rented equipment on the date of commencement, the Customer shall nonetheless be bound by the Contract and be liable to pay the agreed rent.
- 21.3 The Customer or its authorized representative must present a copy of his or her passport and/or driving licence to UNITED before receiving the rental equipment.
- 21.4 UNITED shall ensure that the equipment is properly packed. The Customer shall be responsible for transporting the equipment as-packed in a suitable vehicle.
- 21.5 Unless the Contract provides otherwise, upon expiry of the rental period, the equipment rented must be returned in its original condition and packaging at the designated UNITED location during office hours (from 9 a.m. to 5.30 p.m.). The Customer shall also return all non-durable materials, including the spare parts issued by UNITED, as well as any (broken) parts replaced with the spare parts. Should the Customer fail to return any such items, it shall be liable to pay UNITED the replacement value of those items.
- 21.6 If the rental equipment is not returned to UNITED on the end date of the rental period, the Customer shall be in default by operation of law without prior notice. For each day that the Customer is late in returning the equipment, it shall be liable to pay the agreed rent, all this without prejudice to the right of UNITED to claim full damages.
- 21.7 UNITED shall inspect the equipment when returned in order to check whether it is complete and without visible damage. A functional inspection may be carried out at a later point in time.

- 21.8 If the Customer breaches any of its obligations under the Contract, the Customer shall compensate UNITED on the basis of replacement value for any and all damage caused by the rented equipment being lost, damaged or stolen. Any insurance money which UNITED may receive shall be deducted from the amount of compensation

## **22. Rental of Real Property**

- 22.1 If any real property is rented out, the Customer shall duly comply with all company rules adopted by UNITED and shall strictly follow all instructions given by UNITED's supervisory staff.
- 22.2 If the Customer admits any public, whether or not during recording sessions, such admission shall be the Customer's own responsibility. Nonetheless, all instructions of UNITED's supervisory staff, including instructions not to admit any (further) public or to evacuate the rented property, must be strictly followed. The Customer agrees to abide strictly by all rules of UNITED concerning the number of people that may be admitted.
- 22.3 The Customer shall be fully responsible for protecting the personal safety of its staff, any third parties retained by it, as well as its guests and all members of the public admitted to the rented property.
- 22.4 The Customer shall not make any alterations or tear down anything in the rented property without the prior written consent of UNITED. If UNITED has consented to any alterations, the Customer must restore the rented property to its original state at the end of the rental period.
- 22.5 The Customer shall grant UNITED access to the rented property at the latter's first request.

## **III. PROVISION OF SERVICES**

The provisions of this Section III shall apply, next to the General Provisions laid down in Section I, to all Contracts that (also) pertain to the provision of services such as consultancy, training, support, and staff supply services.

### **23. Service Provision**

- 23.1 UNITED shall do its utmost to ensure that all services are provided with due care and, where applicable, in conformity with the specific agreements and procedures laid down in the Contract. All services provided shall be performed to the best of UNITED's ability, except in cases where UNITED has expressly agreed in the Contract to achieve a specific, sufficiently described result. Service level agreements shall be valid only if agreed in writing.
- 23.2 UNITED shall only be obliged to follow any instructions by the Customer, if given in a timely and responsible manner, if it has expressly agreed to do so in the Contract. UNITED need not follow instructions which amend or supplement the provisions or scope of the Contract in any way.

23.3 All orders for the provision of services shall be deemed to have been given to and accepted by UNITED, even when the Contract has been entered into expressly or tacitly with a view to having the services provided by a specific person. This means, therefore, that the applicability of Sections 7:404 and 7:407(2) of the Dutch Civil Code is hereby excluded.

#### **24. Staff Supply Services**

24.1 UNITED shall support the Customer by supplying staff to perform the work described in the Contract. The estimated hours during which staff will be supplied or the estimated time for the work to be performed shall be laid down in the Contract.

24.2 UNITED shall make every effort to ensure that all staff supplied have the expertise and skills that may be required by the Customer for the performance of work in normal circumstances.

24.3 Unless the Contract provides otherwise, staff shall be supplied on an hourly basis, subject to a minimum of six hours per day. The fee for these staff supply services shall be determined on the basis of costing, with the number of hours worked serving as a calculation basis. The staff supply services shall be deemed to commence when employees or third parties retained by UNITED start their work, in which regard all travelling time, preparation and packing time, and inspection and unpacking time are counted as the performance of work.

24.4 The hourly rates shall be set out in the Contract. These rates apply exclusively for the job levels or employees specified in the Contract. The contractual hourly rates shall be valid for the calendar year in which the Contract is made. Price increases caused by government-imposed measures shall be charged to the Customer as of the date on which the price changes become effective. Price increases caused by wage cost developments shall be charged to the Customer yearly with effect from 1 January.

24.5 The Customer shall ensure that all statutory rules governing working hours, all occupational health and safety rules, as well as the duty of due care required under Section 7:658 of the Dutch Civil Code to create a safe working environment, are strictly observed during the performance of all work. The Customer shall indemnify and hold UNITED harmless from and against all penalties, claims and additional levies resulting from any breach of these obligations or any non-compliance with the duty of due care to be observed.

24.6 UNITED shall fully comply with all obligations arising from all social security and tax legislation that applies to the staff supply services provided by UNITED to the Customer. UNITED indemnifies and holds the Customer harmless from and against all tax and social security claims and additional levies resulting from any breach of these obligations. UNITED shall, on request, provide documentary evidence as regards its payment of the social security contributions and taxes referred to in this Clause.

#### **IV. CUSTODY AND STORAGE SERVICES**

The provisions of this Section IV shall apply, next to the General Provisions laid down in Section I, to all Contracts that (also) pertain to the safe custody and storage of goods, including sets.

- 25.1 The Customer shall inform UNITED of all goods that pose a manifest hazard to goods already stored in the warehouse, and all goods that require special care or attention or that are of special value.
- 25.2 The Customer and UNITED shall jointly make an inventory or detailed and clear specification of the goods taken into custody and attach the same to the Contract so as to form an integral part thereof.
- 25.3 The custody fees shall be duly specified in the Contract. These fees shall apply during the calendar year in which the Contract is made. UNITED may increase the custody fees annually as at 1 January on the basis of the increase reported in the monthly price index as evident from the Consumer Price Index (CPI), All Households (2000=100), published by the Dutch Central Bureau of Statistics (CBS).
- 25.4 The Customer must retrieve the goods given into custody against payment of all outstanding custody fees, plus costs, no later than on the date on which the Contract ends. After the date of termination of the Contract, all of the Customer's goods kept by UNITED shall be stored at the Customer's risk and expense, whilst the liability to pay custody fees shall continue for the duration of the (extended) custody arrangement or until such time as the goods concerned are returned to the Customer or are sold or destroyed by UNITED.
- 25.5 All costs payable by the Customer shall be paid before any of the goods given into custody are released. UNITED may retain the goods kept in custody until the Customer has fully complied with its payment obligations.

## **V. SALE AND DELIVERY OF GOODS**

The provisions of this Section V shall apply, next to the General Provisions laid down in Section I, to all Contracts that (also) pertain to the sale and delivery of goods, including equipment.

### **26. Delivery and Risk of Loss**

- 26.1 All goods sold under the Contract shall be delivered to the Customer ex warehouse, unless the Contract provides otherwise. In the latter case, UNITED shall inform the Customer, where possible prior to delivery, of the time scheduled by UNITED or the shipping agent hired by UNITED for delivery of the goods. All times of delivery stated by UNITED shall be estimates only. The Customer shall ensure that someone is available at the designated address on any business day between 9 a.m. and 5.30 p.m. to take receipt of the goods, failing which UNITED may charge additional delivery costs.
- 26.2 The risk of loss, theft or damage to the goods sold under the Contract shall pass to the Customer as of the time at which the Customer or any of its agents has taken actual possession of the goods. If the goods are shipped by a shipping agent, whether or not at the request or on the instruction of the Customer, the risk of loss, theft or damage to the goods sold shall pass to the Customer upon delivery of the goods to the shipping agent.

**27. Retention of Title**

- 27.1 All goods delivered to the Customer shall remain the property of UNITED until the Customer has fully paid all amounts due to UNITED. If the Customer is a reseller, the Customer may only resell and deliver any of the goods subject to a retention of title to the extent that the transactions fall within the normal conduct of the Customer's business.
- 27.2 If the Customer creates a new product out of the goods delivered subject to a retention of title (whether or not using any other goods in the process as well), the newly created product shall be deemed to have been made for UNITED, and the Customer shall be deemed to hold said product for the benefit of UNITED until it has fully paid all amounts due to UNITED. In such circumstances, UNITED shall hold all proprietary rights vested in the product until the time of full payment by the Customer.

**28. Warranty**

- 28.1 All goods sold by UNITED shall only be protected by warranties to the extent that the supplier of those goods has issued any warranties. The Customer accepts these third-party warranties. The warranty conditions are available for inspection at UNITED's office. UNITED shall send these conditions to the Customer without charge at the latter's first request.
- 28.2 UNITED does not warrant that the goods selected and purchased by the Customer are fit for their intended purpose, except where said purpose has been clearly and unequivocally specified in the Contract.