

TERMS AND CONDITIONS

Versie 03 - 2016

TERMS AND CONDITIONS

DISCLAIMER

These conditions are a direct translation from the Dutch Terms and Condition. Any translation mistake and the faulty interpretation by that, will be overruled by the original dutch terms and conditions.

1. DEFINITIONS

1.1 Twiss, established in Utrecht, Oudegracht 370, hereinafter referred to as "Contractor".

1.2. "Client" Means the party to whom the Contractor has submitted a quotation or offer to enter into an Agreement or with whom the Contractor has entered into an agreement;

1.3. "Agreement" Means any agreement which the Contractor undertakes to supply or lease of goods and / or providing services;

2. APPLICATION

2.1. These Terms and Conditions are fully applicable to any agreement and issued quotation or offer closed by the Contractor for the conclusion of an Agreement.

2.2. The applicability of Terms used by the Client is explicitly rejected by the hand Contractor.

2.3. Contractors, employees and directors of the Contractor shall also be entitled to invoke these general conditions.

2.4. Applicable is the last registered version or the version valid at the time of the conclusion of the Agreement.

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3. DEALS and OFFERS

3.1. All offers of the Contractor for the conclusion of an agreement are not binding unless a deadline for acceptance of the offer or tender. Contractor can not be held to its offer or bid if the client can reasonably understand that the quotation or offer an obvious mistake or error.

3.2. Client is responsible for the accuracy and completeness of the information provided by the Client to the Contractor based its offer.

4. CREATION

4.1. An Agreement comes into existence only by (i) written confirmation AGREEMENT Contractor or the Client previously reached verbal agreement between the Contractor and the Client, (ii) signature for approval by the Contractor and the Client an offer or confirmation or (iii) early for Client knowable executed by the Contractor which the Client does not submit promptly objected in writing to the Contractor.

5. PRICES AND PAYMENT

5.1. All by Contractor in an offer or bid quoted prices are exclusive of sales tax (VAT) and other levies imposed by the government and possible within the framework of the Agreement costs incurred, including shipping and handling, data protection, insurance, installation costs, energy costs , communications, cleaning, travel and subsistence expenses and the hiring of outside equipment unless otherwise specified in the Agreement. If the Contractor and the Client prices in a currency other than the euro have agreed, course changes for the account and risk of the Client.

5.2. Contractor is entitled at all times to check the creditworthiness of the Client.

5.3. If the Contractor with the Client has agreed a fixed price, the Contractor shall nevertheless always entitled to written notice of 30 days to increase the agreed price. If the price increase exceeds 10% and occurs within three months after the conclusion of the Agreement, then only the client that appeals to Title 5 Section 3 of Book 6 BW entitled to no later than 14 days after the notification, the Agreement in writing to terminate at the date the change would take effect unless (i) the Contractor withdraws the price increase within 4 days of receipt of notification of the Customer, (ii) the price increase resulting from a power or a contractor's obligation under the law or (iii) is defined in the Agreement which delivery will take place more than three months after the conclusion of the Agreement, in which case the Agreement shall remain unaltered in force (for the rest).

5.4. The Contractor is entitled within reason to charge extra work, ordered by Client, based on the usual rates of the Contractor. As more work is regarded: all activities performed in addition to the

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activities under the Agreement by the Contractor at the request of the Client. The Contractor is not obliged to comply with such a request and may require that a separate written agreement.

5.5. Client must invoices of the Contractor, to the exclusion of the Client's right to settlement, pay within 5 days after the invoice date in the currency indicated by the Contractor of the invoice.

5.6. If an invoice is not paid within this period, the client is in default. Client is in that case an interest of 1% per month. The interest on the due amount will be calculated from the date the Client is in default until the date of payment of the full amount owed.

5.7. If Client is in default or omission in the (timely) fulfillment of its obligations, then all reasonable costs incurred in obtaining payment out of court are on behalf of the Client. The extrajudicial costs are calculated on the basis of what is common in the Dutch collection practice. However, if the Contractor has made higher costs for collection has been reasonably necessary, the actual costs recoverable. Any judicial and execution costs will also be recovered from the Client. Client is on the collection costs also owes an interest of 1% per month.

5.8. The Contractor is entitled to under the Convention received or generated, audio and visual materials, products, property rights, data, documents, databases, marketing plans, social media accounts and (interim) results of the services provided by the Contractor under him hold, despite an existing obligation to surrender, until the Client all amounts owed to the Contractor has complied fully.

5.9. The Contractor is entitled to in the creation and an appropriate form of security such as a bank guarantee or deposit to demand for the fulfillment of the obligations of the Customer under the Agreement during the term of the agreement without giving the Client reasons. If the Contractor by the Client requires security, the Contractor is entitled to suspend its (further) execution of the Agreement until the security is provided.

6. TERMS AND SUBCONTRACTORS

6.1. All deadlines agreed by the Contractor for the execution of the Agreement THIRD PARTY to the best determined on the basis of the information known at the conclusion of the Agreement to the Contractor and shall never be deadlines. The Contractor shall endeavor to seek appropriate for the agreed deadlines to observe as much as possible.

6.2. The mere fact that a term brings Contractor is not in default. In all cases, the Contractor for exceeding a term in default until the Client shall be in default. Client must Contractor shall provide a reasonable time to still implement the agreement. If exceeding any period threatens, the Contractor and the Client shall as soon as possible consult with each other.

6.3. The Contractor has the right to implement the Agreement fully or partly outsource to third parties, or by a third party to assist in the implementation.

7. LIABILITY

7.1. The total liability of the Contractor on any basis whatsoever for any damages is limited to compensation of the direct damage of the Client and to the amount of the contract price (excluding VAT) for the component to which the liability relates directly. In any case, the fee will be higher for direct damage than € 10,000 (ten thousand euros). Direct damage is exclusively:

a. reasonable costs incurred by the Client to leave the poor performance of the Contractor to the Agreement;

b. reasonable costs incurred by the Client to prevent or limit direct damage under these conditions;

c. reasonable costs incurred by the Client to determine the cause and extent of the direct damage referred to in these Terms and Conditions.

7.2. The Contractor shall never be liable for indirect damage, which in any case is understood consequential damages, company damage, lost revenue or profits, lost savings, damage, business interruptions, image damage, loss of goodwill, extinction, loss or damage of sound and / or data and / or image and / or data carriers and subsequent recorded audio and / or visual material damage relating to the use of issued by the Client or items prescribed by the Client or third parties, damage relating to the use of Client third parties required to Contractor, theft, destruction or damage to property of the Client, staff of the Client, the Client third parties or by the Client authorized public damage by the failure or malfunction of compounds or the poor quality of those connections, whether by the Contractor or by third parties can be realized.

7.3. In the preceding paragraphs of this article 7 limitations of the Contractor's liability shall not apply if and insofar as the damage is due to intent or gross negligence of the Contractor.

7.4. The contractor will be liable for a breach in the performance of the Agreement if the contractor immediately, but within 48 hours after completion of (the relevant part of) the Agreement, a written notice with a full and detailed description of the failure of the Client provides, that the Contractor shall be a reasonable time for compliance, and compliance within that period. In the absence of a default within the said period, void any claims of the Customer due to the shortcoming of the Contractor. Any claim for damages against the Contractor shall be extinguished by the mere lapse of 12 months after the claim arises.

7.5. Client is always liable to the Contractor, its employees and / or engaged by the Contractor or authorized third parties for any damage caused by the client or third parties hired by the Client for death, bodily or mental harm or destruction, damage or theft of the property of or the Contractor, its employees and engaged by the Contractor or authorized third parties.

7.6. The provisions of this Article 7 shall also apply to the benefit of all (legal) persons that the Contractor engages for the execution of the Agreement.

8. NON-ATTRIBUTABLE

8.1. The Contractor is not obliged to fulfill any obligation to DEFICIENCY client if he is being hampered due to a circumstance that is not due to negligence and not under the law, a legal act or generally accepted for its account in traffic.

8.2. Under a force majeure is defined in this agreement, in addition to the meanings respectively assigned in the law and jurisprudence, all external causes, foreseen or unforeseen, which the Contractor has no influence and which the Contractor unable to fulfill its obligations. War, armed conflict, terrorism, rebellion, riots, nuclear reactions, natural disasters, volcanic eruptions, fires, strikes and other actions by the staff of subcontractors Contractor, transport problems, disruptions in the grid, buildings of the Customer or any other location where the Contractor her activities performed should be including in any case.

8.3. If a failure to perform the obligations of either party under the Agreement, it can not be attributed to the mutual obligations of the parties shall be suspended until such time as the implementation of the obligations is reasonably possible again.

8.4. If an actual suspension will take as a result of a force majeure for more than two months, then each party is entitled the Agreement immediately and without notice or judicial intervention to terminate without the parties then can claim damages from each.

8.5. To the extent that the Contractor at the time of the occurrence of the force majeure has partially fulfilled its obligations under the Agreement and belongs to the respected independent value, the Contractor is entitled to invoice the part already fulfilled. Client is obliged to pay this invoice as if it were a separate agreement.

9. INDEMNIFICATION

9.1. Client shall fully indemnify and hold harmless against any claim by third parties who suffer damages in connection with the implementation of the Convention and whose cause is attributable to other than the Contractor.

10. CONFIDENTIALITY

10.1. Client and will keep the other party under the Agreement written or oral information received, the recipient knows or ought to know is confidential, strictly confidential and that information does not disclose to any third party unless such information :

- a.** was already in the possession of the recipient without any obligation of confidentiality;
- b.** already in the public domain is other than by a breach of this clause 10 or by a disclosure that the

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recipient knew at the time of disclosure or ought reasonably to know that it was illegal;

c. is revealed to their respective professional advisors under the imposition of secrecy and only to the extent necessary for any reasonable purpose; or

d. must be disclosed under applicable rules or regulations of a stock exchange or by any national, provincial, municipal or other with public prerogatives body or court decision in any jurisdiction in question, but in such a case only after prior and timely consultation of the other party with regard to the necessity, the timing and content of the disclosure.

10.2. Information shall in any event be considered confidential if it is designated as such by the supplier of such information. The confidential information recipient will use it only for the purpose for which it was provided.

10.3. The parties shall comply with the obligations under the Data Protection Act. If a party acts in breach of the Data Protection Act, will indemnify the other party for any claims and the resulting damage.

11. CANCELLATION

11.1. Cancellation of an agreement by the Client is only possible if this writing, was made before the start of the execution of the Agreement by the Contractor.

11.2. In case of cancellation Client will always be reimbursed for preparation costs incurred by the Contractor.

11.3. If cancellation occurs less than 21 days before the start of the implementation of the Agreement by the Contractor, Client compensates equal to 75% of the agreed total price. If cancellation occurs less than 7 days before the start of execution of the Agreement by the Contractor, Client compensates equal to 100% of the agreed total price.

11.4. Contractor is entitled to cancel the agreement in whole or in part in writing to such changes in circumstances that fulfillment can no longer reasonably Contractor may be required, or compliance with it would bring criminal and other legal risks. Client shall in such cases not entitled to any compensation.

12. PREMATURE TERMINATION

12.1. Contractor and the Client is entitled to terminate the Agreement only if the other party, in any case after a written notice with a full and detailed description of the failure, which a reasonable time period for compliance, attributable fails to comply a material obligation under the Agreement.

12.2. Contractor and the Client shall be entitled to the agreement without notice with immediate effect

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to discontinue in whole or in part in writing if the other party starts negotiations undertaken with one or more creditors or similar steps with a view to the restructuring of some or all of its debts, a debt settlement to take its creditors, suspension of payments, declaration does for bankruptcy or bankruptcy is declared. The party that terminates the Agreement on this basis is never to refund funds already received or to pay damages.

12.3. Notwithstanding what the statute in this regard through directory law stipulates, Customer may terminate the Agreement for the supply of services only terminate in the cases stated in these Terms and Conditions.

13. INTELLECTUAL PROPERTY

13.1. Client guarantees to the Contractor which no intellectual property rights of third parties oppose the execution of the Agreement by the Contractor and the Client full and unrestricted permission from all persons entitled to collect items subject to intellectual property rights to be included in the program material / collateral / sales campaign materials and Contractor to capture sound, images or other data carriers. Client shall indemnify and completely all related parties to the Contractor harmless for any claim for infringement of the provisions of this article.

13.2. Unless otherwise expressly provided in this Agreement, all rights of intellectual and industrial property rights under the Agreement by the Contractor, its employees and / or engaged freelancers manufactured or goods made available exclusively by the Contractor, its licensors or its suppliers. Client shall only acquire the rights of use expressly granted in these Terms and Conditions and the law. Any other or more extensive right of the Customer is excluded. A Client right of use is non-exclusive and non-transferable.

14. OTHER OBLIGATIONS

14.1. Client Contractor will timely provide any data or information CLIENT, which the Contractor indicates are necessary or which the client reasonably understand that they are necessary for the execution of the Agreement, provide full cooperation, including the provision of timely, free and unhindered access to premises, and ensure that the Contractor can be provided with the respect of the implementation of the Agreement reasonably necessary working space and facilities. The Client shall ensure that its personnel deployed for assisting in the implementation of the Agreement has the necessary knowledge, experience, ability and knowledge.

14.2. If the Client does not or not timely fulfill obligations pursuant to Article 14.1 or otherwise fails to meet its obligations, the Contractor is entitled to the implementation of the Agreement in whole or in part suspend and / or costs incurred at its usual rates client charge. The implementation period shall begin no earlier than after the Client the data or information has made to the Contractor.

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14.3. The Client guarantees that the working space and facilities provided for in article 14.1 with all applicable (legal) requirements and rules on working conditions and safety of the working environment referred to in Article 7: 658 DCC. The Client shall indemnify the Contractor harmless for any claims of third parties, including employees of the Contractor in connection with a breach of this warranty.

15. MISCELLANEOUS

15.1. A deviation or exclusion of these Terms and Conditions shall be valid only if the Contractor has expressly agreed in writing.

15.2. If any provision of these Terms and Conditions void or found unenforceable, the remaining provisions of these Terms and Conditions shall as far as possible remain in force. Contractor and Client will do their utmost to reach agreement on a new provision which, given the scope and purpose of the invalid or unenforceable provision, minimize differs from those invalid or unenforceable provision.

15.3. Client is not entitled to assign its rights and obligations under the Agreement without the prior written consent of the Contractor.

15.4. Any notice or other communication under or in connection with the Agreement must be made in writing and be delivered or sent by e-mail, by courier or by registered mail to the address set out in the Agreement, email address or any another place where the party to which the notice is addressed in accordance with this Article, the other party for that purpose knowledge.

15.5. If there is a discrepancy between the Dutch text of these Terms and any translation thereof, the Dutch text shall prevail.

16. DISPUTES

16.1. The Agreement and all other legal relationships which the Contractor is a party, only Dutch law applies also if a contract wholly or partly abroad or if the party involved in the legal relationship resides. The applicability of the Vienna Sales Convention of April 11, 1980 (Trb. 1986, 61) is excluded.

16.2. All disputes arising from the Agreement shall to the exclusion of any other court shall be submitted in the first instance to the competent court in Utrecht, unless the law requires otherwise. Nevertheless, the Contractor has the right to submit the dispute to the competent judge in the place of Client.

16.3. The parties will first appeal to the courts after they settle have done their utmost dispute in mutual consultations. DELIVERY OF SERVICES The provisions in this chapter are in addition to the general provisions applicable to any agreement which (also) to object the provision of services such as consulting, training, support and provision of personnel.

17. PERFORMANCE

17.1. Contractor will perform the services described to the best of its ability and in accordance with the requirements of good workmanship in the Agreement, where appropriate in accordance with the procedures laid down in the Agreement. All the services of the Contractor will be performed based on a best efforts obligation, except to the extent that the Contractor has expressly promised a result in the Convention and the result in question is sufficiently determined. Any agreements relating to the service must always be agreed in writing.

17.2. Only if it is expressly stipulated in the Contract, the Contractor is obliged to follow the implementation of the Agreement timely and sensible instructions of the Customer. Contractor is not required to follow instructions amend or supplement the substance or scope of the Agreement.

17.3. All contracts for services are supposed to be given to and accepted by the Contractor. This applies even if the relevant agreement expressly or tacitly established with a view to performance by a particular person. The applicability of Article 7: 404, 7: 407 paragraph 2 and 7: 409 Dutch Civil Code is therefore expressly excluded.

18. PROVISIONING

18.1. The provision of staff is contracted per hour with a minimum of six hours per day, unless otherwise specified in the Agreement. The determination of the price for the provision of personnel will be based on actual costs, based on the number of hours spent on the work. The provision of staff commences when an employee of the Contractor, or by a contractor hired third, begins to perform work for the Client which travel time, preparation c.q. packing time and nacontrole- c.q. uitpaktijd is seen as the performance of work

18.2. The hourly rate is specified in the Agreement. The rate applies only to the function or staff member designated in the Agreement. The hourly rate stipulated in the Agreement applies to the calendar year in which the agreement has been concluded. Price increases that are the result of government measures will be passed on to the Client as of the date of such change (s).

18.3. Client is obliged to ensure that all legal provisions concerning working conditions and working hours, and the duty of care with regard to the safety of the working environment referred to in Article 7: 658 of the Civil Code are respected in the implementation of the Agreement. The Client shall indemnify the Contractor harmless for all claims and fines for violating these provisions or the failure to perform this duty.

18.4. The Contractor shall comply fully with its obligations under all applicable social security and tax legislation in respect of the staff made available by the Contractor. The Contractor shall indemnify the

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Client for any claims and / or additional assessments of the business association or tax due to attributable shortcomings in the fulfillment of these obligations.