



GAMEGRIP

GENERAL PURCHASE CONDITIONS

1. APPLICABILITY

- 1.1. Unless otherwise expressly agreed by the parties in writing, these General Purchase Conditions are applicable to all enquiries and offers by third parties (hereinafter: "the supplier") to GameGrip Events B.V. and/or GameGrip Agency B.V. and/or GameGrip Holding B.V. (hereinafter: "GameGrip"), and all instructions to and agreements and contracts with the supplier relating to the purchase, lease, rent or loan (for use) of goods or provision of services from the supplier.
- 1.2. General terms and conditions of the supplier are hereby expressly excluded, unless GameGrip has expressly accepted these terms in writing. In the latter case the validity and applicability of the General Purchase Conditions of GameGrip will not be affected.
- 1.3. GameGrip is at all times authorized to unilaterally alter these General Purchase Conditions.

2. OFFERS, PURCHASE ORDERS AND THE CONCLUSION OF CONTRACTS

- 2.1. All offers of the supplier shall be made in writing and will remain valid and binding for a minimum period of one (1) week after reception by GameGrip of the said offer.
- 2.2. Any costs incurred with respect to the drafting of offers are borne by the supplier.
- 2.3. A binding contract shall be formed if and when GameGrip has expressly given a written instruction to the supplier or has accepted a purchase offer in writing, followed by a written confirmation of the supplier. Notwithstanding the foregoing, GameGrip is authorized, at its discretion, to give the supplier an oral instruction.
- 2.4. Alterations in the confirmation of the supplier will only lead to a binding contract after GameGrip has expressly accepted the alterations in writing. Payments made and the receipt of goods or services by GameGrip does not imply approval of the said alterations.

3. INFORMATION PROVISION

- 3.1. The supplier is obliged to immediately and fully provide GameGrip with (i) all requested data, information and documentation and (ii) all other data, information and documentation that may be relevant to assess any offer by the supplier or may be relevant to prepare or execute a contract. GameGrip will assess the supplier's offer based on the said information and may decide to enter into a contract with supplier. If after the formation of a contract it appears that the supplier has provided in any way incomplete and/or incorrect data, information and/or documentation, then the supplier shall be in default de jure and GameGrip shall be entitled to – at the option of GameGrip – immediately terminate the contract or to suspend its own contractual obligations.

4. PERFORMANCE

- 4.1. Delivery shall be made Delivery Duty Paid, following the most recent Incoterms® rules. All goods shall be delivered and all services shall be performed by supplier no later than at the agreed date and time and at the agreed place within the agreed term. If supplier fails to deliver or perform as contracted, then supplier shall be in default de jure and shall be liable for all damages resulting from the default.
- 4.2. GameGrip is never obliged to inspect delivered goods upon reception or first operation.
- 4.3. In case GameGrip purchases goods from the supplier, the full and unencumbered ownership rights of the goods shall be transferred to GameGrip upon delivery.

5. PERMITS, STANDARDS, GUIDELINES AND DIRECTIONS

- 5.1. The supplier warrants that the supplier and all goods and services provided by supplier to GameGrip comply with all (governmental) requirements, standards and guidelines.
- 5.2. If the services of the supplier consist of designing, building, supplying, hiring/renting out or otherwise making use of tents and/or other temporary covers and roofs, supplier warrants to GameGrip that – without prejudice to article 5.1 – supplier shall fully comply with the Conditions for Tents that have been handed to supplier. As far as the services of the supplier consist of designing, building, supplying, hiring/renting out or otherwise making use of temporary constructions (not being tents and/or other covers and roofs), supplier warrants to GameGrip that – without prejudice to article 5.1 – supplier shall fully comply with the Conditions for Temporary Constructions that have been handed to supplier.
- 5.3. The supplier warrants to GameGrip that it has obtained all permits that are necessary for the execution of the contract. The supplier shall, if so requested, immediately submit to GameGrip for inspection all said permits (and attached regulations) or copies thereof.
- 5.4. The supplier fully indemnifies GameGrip against all governmental penalties or fines and all damages suffered as a result of supplier's incorrect or noncompliance with any law, permit regulation or any other governmental requirement, restriction, standard or guideline.
- 5.5. The supplier warrants to GameGrip that – without prejudice to article 5.1 – the supplier and all its personnel or any other by the supplier hired contractors shall at all times act according to and comply with all obligations arising from the applicable law and regulations, including but not limited to the Working Conditions Act (Arbowet), the Working Hours Act (Arbeidstijdenwet), the Aliens Employment Act (Wet arbeid vreemdelingen (Wav)), the Compulsory Identification Act (Wet op de Identificatieplicht (WID)) and industry specific regulations and guidelines. The supplier guarantees that all taxes and/or premiums regarding the employed or provided personnel are completely fulfilled and the supplier indemnifies GameGrip against all claims. GameGrip will never be regarded the employer or the commissioning authority of any and all personnel or contractors of the supplier.
- 5.6. The supplier is fully liable for and fully indemnifies GameGrip against all penalties and/or fines following any breach found by the Inspectorate SZW or any other authority. Aforementioned penalties and fines will immediately be charged on to the supplier.
- 5.7. The supplier is obliged to immediately comply with all reasonable directions from GameGrip in relation to supplier's performance under the contract.

6. WARRANTY, MAINTENANCE

- 6.1. The supplier warrants that all goods and services provided by supplier to GameGrip are free of defects and errors and suitable for the intended use by GameGrip, and the supplier is liable towards GameGrip for all direct and indirect damages that are a result of such defects. Notwithstanding any other right of GameGrip, the supplier shall upon GameGrip's first request immediately repair any defect and GameGrip shall be entitled to suspend its contractual obligations until the repair is completed.
- 6.2. The supplier fully indemnifies GameGrip of any and all claims of third parties that are a direct or indirect result of any defect to the goods or services provided by supplier. The supplier also fully indemnifies GameGrip of all claims of third parties who claim to have any title or interest in goods or services provided by the supplier. The supplier warrants that GameGrip can make use of the goods and services without any limitation or restriction.

- 6.3. The supplier shall, upon GameGrip's first request, provide maintenance to all delivered goods in accordance with applicable business standards.

7. LIABILITY

- 7.1. The supplier is well-informed about the industry-specific working conditions, including the conditions specific to (outdoor) festival terrains and large or vast production locations, and takes this and the therewith related risks of loss, damage or theft of goods into account when executing the contract. The supplier shall take out adequate insurance against these risks.
- 7.2. The supplier shall be liable for theft, damages and loss of any delivered goods insofar as such goods are rented or loaned (for use) by GameGrip from the supplier, if and as soon as such goods are provided to GameGrip by the supplier, including but not limited to damage caused by visitors, artists or (other) suppliers at an event, unless theft, damage or loss is caused by fault or intent of GameGrip.
- 7.3. GameGrip's liability is in any event limited to the invoice amount of the delivered goods or performed services as agreed upon by the parties, and insofar as the invoice amount of the delivered goods or performed services is higher, shall GameGrip's liability in any event be limited to the amount that would be paid under GameGrip's liability insurance. GameGrip shall, if so requested, provide the supplier with a copy of the relevant insurance policy.
- 7.4. The supplier shall be liable for any and all damages by whatever cause in relation to (the construction and deconstruction of) the event to which the supplier's performance regards, caused by employees or the supplier's goods to: (i) visitors of the event, employees or GameGrip's or third parties' objects or property; and (ii) the location (and accessories) of the event and all objects present at the location in relation to the event. The supplier is obliged to take out an adequate (liability) insurance against the said damages. The supplier shall, if so requested, provide GameGrip with a copy of the relevant insurance policy.
- 7.5. The supplier shall indemnify GameGrip against any and all claims of third parties in relation to damages for which the supplier is liable pursuant to the above.
- 7.6. GameGrip's information and administration shall be decisive regarding claims of any of the parties in relation to the agreement or the performance of the supplier, except for when the supplier provides indisputable evidence to the contrary.

8. TRANSFER, ALTERATIONS AND ADDITIONAL WORK

- 8.1. The supplier is not permitted to transfer any of its obligations under the contract to a third party without the prior written consent of GameGrip.
- 8.2. In the event that the supplier contracts out any of its obligations under the contract, the supplier remains liable towards GameGrip for the adequate performance of its obligations under the contract.
- 8.3. Alterations in the performance, price and/or additional work require prior written approval by GameGrip.

9. PAYMENT

- 9.1. Unless expressly agreed otherwise in writing, payments shall be first due by GameGrip within 30 days after correct receipt of the invoice of the supplier, under the condition of correct and complete delivery of goods and proper performance of contracted services by supplier.

10. FORCE MAJEURE

- 10.1. GameGrip shall not be obliged to purchase any of the goods or services of the supplier or perform any of its obligations under the contract, when GameGrip (wholly or partially) is forced to cancel the event as a result of force majeure on GameGrip's side, including one or more of the following circumstances: illness, incapacity for work or any other failure of the athlete(s) and/or artist(s) to compete/perform; failure of performance by other suppliers of GameGrip; governmental restrictions; transport difficulties, fire, strike, work interruption, epidemic, closure of the location of the event, unavailability or inaccessibility of the location of the event, riot, war or terrorist attack (or threat thereof), national mourning due to decease of a member of the royal family or a member of the government, severe weather conditions and all other circumstances beyond GameGrip's control.
- 10.2. In the event of force majeure, GameGrip shall be entitled to suspend the performance of the contract without judicial intervention, or to consider the contract to be terminated or terminate the contract without any obligation to compensate the supplier for any damages. If and insofar as GameGrip has already made a deposit to the supplier, the supplier shall reimburse such deposit to GameGrip, unless the payment regards an already completed performance by the supplier.
- 10.3. The supplier shall only be entitled to invoke force majeure on its side when it fails to perform its contractual obligations and the supplier is not accountable for such fault, neither by law, nor by these general purchase conditions nor according to generally accepted standards. Parties explicitly exclude the following circumstances from force majeure on the side of the supplier:
- the failure to perform (timely) caused by any other supplier or third party of the supplier;
 - shortage of personnel, strike, sickness absence, production failure or fire at the supplier's company;
 - unsuitableness of or a defect to any device or (transportation)equipment or other object used by the supplier for the performance of the contract;
 - (mis)conduct of persons deployed by the supplier for the performance of the contract;
 - transport difficulties, traffic jams or delay of transportation chosen by the supplier;
 - loss of or damages to materials during transportation by or on behalf of the supplier;
 - governmental restrictions, including import and export restrictions regarding the goods to be delivered by the supplier;
 - incompliance of the supplier with any governmental regulations, permit requirements, standards, or any other guidelines.
- 10.4. If the supplier refers to force majeure for any reason, rightfully or wrongfully, GameGrip has the right to consider the contract terminated or has the right to terminate the contract without the obligation to pay any compensation to the supplier. If GameGrip has already made any payments to the supplier, the supplier will refund these payments, even if the said payments have been made for any performance already provided.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. When the performance of the contracted activities results in the creation of copyrights, trademark rights or any other exclusive intellectual property rights, these rights are presumed to be included in the agreed payment, and GameGrip will accept in advance with effect from the moment these rights arise the transfer of the complete intellectual property rights and interest in these rights. The supplier will grant GameGrip an exclusive, perpetual licence of these rights and all (future) exploitation rights if transfer of these rights is not possible, which is presumed to be included in the agreed payment. GameGrip will at its discretion decide on the manner and the (extend of the) use of the aforementioned license.
- 11.2. The supplier herewith grants GameGrip a costless perpetual licence regarding the existing intellectual property rights on all delivered and provided goods and/or services. The supplier warrants that all delivered and provided goods and/or services do not infringe any intellectual property right of any third party and indemnifies GameGrip against all claims of third parties in this regard.
- 11.3. If the transfer or licencing of any (intellectual property) rights, as in Article 11.1 and 11.2, require any assistance of the supplier or further formalities, legal instrument or document, the supplier hereby grants GameGrip an irrevocable authorisation to have any deeds passed or executed in name of the supplier, including but not limited to an exclusive licence deed, the supplier shall render such assistance, in the absence of which supplier will forfeit an immediate penalty of € 10,000 (ten thousand Euros).

12. CONFIDENTIALITY

- 12.1. Each party shall maintain total secrecy with respect to all confidential information and documents provided by the other party.

13. DEFAULT

- 13.1. GameGrip shall first be in default when it does not comply with a written notice of default by the supplier, which notice shall contain a reasonable term for compliance of no less than fourteen (14) days.

14. PARTIAL INVALIDITY

- 14.1. The invalidity or unenforceability of individual provisions of these General Purchase Conditions shall not affect the validity of the remaining provisions.

15. TERMINATION OF THE CONTRACT

- 15.1. Each party shall have the right, without a prior notice of default or judicial intervention, to wholly or partially terminate the contract by means of a registered letter (with proof of delivery signed by the addressee), or – at its own choice – suspend its own obligations under the contract when:
- a. the other party is in default of any of its obligations under the contract;
 - b. the other party applies for a moratorium;
 - c. the other party files for bankruptcy or a petition in bankruptcy, or is declared to be in a state of bankruptcy;
 - d. the other party is placed under guardianship or dies;
 - e. the company or other legal entity of the other party is dissolved, or the company of the other party ceases its operating activities wholly or partially, or assigns such activities to a third party.

16. APPLICABLE LAW AND COMPETENT COURT

- 16.1. All contracts between GameGrip and supplier shall be governed exclusively by Dutch Law.
- 16.2. All disputes between parties in relation to the contract shall be exclusively settled by the competent court in Amsterdam. GameGrip is authorised at all times to appoint another legally authorised court.
- 16.3. In case of differences in the interpretation of the Dutch and English text of these general conditions, the Dutch text will prevail.