



General conditions

General provisions

1. DEFINITIONS

In these General Conditions the following terms have the following meanings:

- a) Equipment: any product, part of a product, accompanying products, replacement products and any other article or object that is leased or sold or with which services are rendered under the Agreement.
- b) Location: the place where the Equipment is delivered and installed.
- c) Owner: the (legal) person who leases out or sells the Equipment or renders services with it to the Contracting Party; this designation also includes the Owner's (legal) successors;
- d) The Agreement: the agreement concluded between the Parties;
- e) Contracting Party: the party with whom the Owner has concluded or intends to conclude the Agreement;
- f) Parties: the parties under the Agreement jointly;
- g) Legislation and regulations: all applicable national or local laws or regulations including their amendments or replacements.

2. APPLICABILITY

- a) These General Conditions apply in their entirety to all requests for information from, offers to, orders from and agreements between the Parties, including the Agreement. Communications of the Owner (whether or not digital), with regard to for instance prices on advertising signs, catalogues, brochures, leaflets or on the Owner's website cannot be invoked, unless they have been confirmed in writing by the Owner to the Contracting Party.
- b) General conditions of the Contracting Party or a third party, however described or named, will not apply and are hereby explicitly rejected.
- c) If a provision of these General Conditions turns out to be void, is declared void or is otherwise legally invalid, the other provisions of these General Conditions will remain in force to the extent possible.
- d) In the event of discrepancies between the Agreement and these General Conditions, the Agreement will prevail.

- e) A provision or stipulation that deviates from these General Conditions or the Agreement will only apply if duly signed by the Parties.

3. THE CONCLUSION OF AN AGREEMENT

- a) An Agreement will be deemed concluded when the Contracting Party accepts a proposal or offer that is submitted by the Owner, even if the proposal or offer that is submitted by the Owner does not fully comply with the specifications provided by the Contracting Party. An Agreement will also be in place if installation of the Equipment has already started or the performance of the Agreement between the parties has otherwise commenced and the Contracting Party has not protested against this.
- b) Every proposal and every offer is without engagement and is made subject to the availability of the Equipment.

4. CONFIDENTIALITY

The Parties agree to treat confidential all information exchanged in respect of the Equipment, methods of work and business of the other Party and not distribute it any further among or make it known to third parties. The parties will moreover impose this obligation of secrecy on their employees and agents. The Parties will not be permitted to transfer rights or obligations on the basis of the Agreement or these General Conditions to a third party without the other Party's written consent.

5. COMMUNICATION

Every statement, every request, every demand or other communication, irrespective of its contents, will be made by the Parties in writing and be sent to the other Party's last known address or e-mail address. E-mail messages will be regarded as written communications for the sake of this article.

6. PRICE

All prices, rates or amounts mentioned in the Agreement or in these General Conditions are exclusive of VAT and any other (government) levy payable in connection with the Agreement.

7. TRANSFERABILITY

The Parties are not permitted to transfer rights or obligations on the basis of the Agreement or these General Conditions to a third party without the other Party's written consent.

8. LICENCES PERMITS AND EXEMPTIONS

Unless something otherwise agreed, the Contracting Party is responsible for the acquisition of the necessary licences, permits and exemptions in connection with the use of the Equipment. The withdrawal or refusal of a licence/permit or exemption will never lead to

the dissolution or termination of the Agreement or to any other measure against the Owner.

9. PRIVACY AND PERSONAL DATA

- a) The Parties give each other all cooperation in order to enable the other party to fulfil its obligations on the basis of the applicable relevant legislation and regulations in connection with the protection of personal data.
- b) In the fulfilment of his obligations on the basis of the Agreement the Owner will adhere to the applicable relevant legislation and regulations in connection with the protection of personal data concerning the Contracting Party.
- c) The Owner processes the personal data that relate to the Contracting Party only for the Owner's benefit, in so far as necessary for the fulfilment of his obligations on the basis of the Agreement.
- d) The Owner will take suitable technical and organisational measures to protect the personal data that relate to the Contracting Party against impermissible or unlawful processing.
- e) The Pon Processor's Agreement will be attached, if necessary, by the Owner as annex to these General Conditions and be signed by the Contracting Party.

10. INTELLECTUAL PROPERTY

- a) Brands of the Equipment or accompanying parts, proposals made, estimates, plans or other documents and also drawings, calculations, programming, descriptions, models and products as well as tools and equipment and the like, made or supplied by the Owner, will remain the inalienable property of the Owner or of third parties irrespective of whether costs have been charged for them. The Contracting Party guarantees that the data supplied by the Owner will only be used in connection with the Agreement and that it will not use them in any way in violation of the intellectual rights of the Owner or of third parties.
- b) The Contracting Party indemnifies the Owner for all direct and indirect damage as a result of claims of third parties on the basis of violation of the rights mentioned in the preceding paragraph of this article.

11. APPLICABLE LAW, COMPETENT JUDGE AND LIABILITY

- a) All agreements between the Parties will be governed exclusively by Dutch law. The applicability of the Vienna Convention 1980 (United Nations Convention on Contracts for the International Sale of Goods (CISG)) is excluded. Any disputes between the Parties will only be submitted to the District Court of Amsterdam, the Netherlands.
- b) Without prejudice to the matters included in the special provisions about liability, the Owner will never be liable to the Contracting Party for business damage, loss of profit or

opportunity or other indirect or consequential damage, damage or injury caused to products and/or persons and damage because the instructions for use have not been observed.

- c) Any claim against the Owner will lapse unless an action has been brought before the competent judicial authority within a period of 1 year after the claim arose.

Subscription

In addition to the provisions in the general part the following provisions apply in the event of a Subscription.

12. DEFINITIONS

- a) Lessee: the (legal) person who leases the Equipment from the Owner; this designation also includes the Lessee's (legal) successor(s).
- b) Lease Term: the period provided in the Subscription during which the Lessee leases the Equipment from the Owner;
- c) Subscription Costs: the lease amount of the Equipment and also the energy costs and non-recurring costs.
- d) Subscription: the agreement in respect of the lease of the Equipment (including any annexes) that is concluded between the Owner and the Lessee;

13. DELIVERY AND START OF THE LEASE TERM

- a) The Owner will deliver the Equipment on the delivery date and at the location as provided in the Subscription. The Lease Term starts with the delivery of the Equipment at the Location. The Lessee is liable for payment of the Subscription Costs from the time that the Lease Term starts.
- b) Unless something else has been provided in writing, the Owner does not bear the risk of the installation or damage caused during the installation.
- c) A date or period for a performance of the Lessee mentioned in the Subscription or these General Conditions constitutes an absolute deadline, unless something else has explicitly been provided.
- d) All work performed outside of the scope in the written confirmation of the Subscription, will be considered additional work..
- e) The Owner is not liable to the Lessee for loss or damage as a result of a delay in the delivery, unless the delay in delivery is the result of intent or deliberate recklessness of the Owner's managerial personnel and the Owner has failed to inform the Lessee of this as soon as could reasonably be expected.
- f) If the Equipment is not delivered (timely) by the Owner, the Owner will be given a grace period to still deliver.. If the Owner is not able to deliver within this grace period, the Lessee will have,

as its sole remedy, the option of termination of the Subscription within 7 days after the end of the grace period by means of a written statement for the purpose, without the Lessee consequently becoming entitled to claim any compensation from the Owner.

14. MAINTENANCE, REPAIR AND REPLACEMENT

- a) The Owner will make an effort to ensure that at the start of the Lease Term the Equipment is in a good condition, that it works, has been maintained adequately and complies with all conditions and provisions with regard to construction, maintenance, testing and inspections.
- b) The Equipment will be deemed to have been delivered in the condition mentioned in article 14(a), unless the Lessee reports to the Owner within 48 hours after actual delivery at the Location that visible defects have been found in the Equipment.
- c) After the end of the period mentioned in article 14(b) the Lessee will immediately inform the Owner if the Equipment does not work correctly, does not start correctly or in the event that there is damage to the Equipment.
- d) Only the Owner is responsible for and entitled to perform the maintenance, the repairs and replacements of the Equipment. The Owner will perform all necessary repair and maintenance work on the Equipment and deliver the necessary replacements of the Equipment within a reasonable period and, if possible, during normal working hours.
- e) The Lessee will perform no repair or maintenance work on the Equipment and/or replace the Equipment or parts of the Equipment and/or change the working of the Equipment without the Owner's prior written consent.
- f) In deviation from paragraph 14(e) and without the Owner's prior consent being required the Lessee is responsible for the normal and regular maintenance work that is necessary, desirable or advisable for the proper functioning of the Equipment. By normal and regular maintenance at any rate the following will be understood: making the surroundings of the Equipment broom clean and free of vegetation.
- g) The Lessee will grant the Owner, the Owner's designated representatives or the Owner's insurers access to the Equipment at all reasonable times, so that they can inspect, test, alter, repair or replace the Equipment (or materials that are part of it). If the inspection reveals damage or defects in the Equipment that may be imputed to the Lessee, the Lessee will pay the costs of the inspection and the repair.
- h) The Owner reserves the right to replace the Equipment with other equipment with the same functionality, without the Lessee consequently becoming empowered or entitled to terminate the Subscription.

15. CONDITIONS FOR THE PERFORMANCE OF WORK

Work is performed there where the Equipment is located. The Lessee must ensure at his own expense and risk that:

- a) the Owner's technicians/mechanics or employees of subcontractors can start the work immediately after arrival at the location and perform it without interruption;
- b) the Owner's technicians/mechanics or employees of subcontractors can continue their work outside normal working hours, if immediately after arrival they cannot start the work or are forced to interrupt it through no fault of their own;
- c) the access roads to the location are suitable for the necessary transport; all necessary safety measures and precautions have been taken and are maintained in accordance with the guidelines for VCA certified work and also that, within the framework of assembly or installation by the Owner's technicians, all government regulations have been observed;

16. LIABILITY

- a) Without prejudice to the provisions in the articles 13 and 14 of these General Conditions the Owner will never be liable to the Lessee for loss and/or damage suffered by the Lessee, unless in the event of intent or deliberate recklessness on the part of the Owner (or his managerial personnel). In the event of liability only the damage against which the Owner is insured or should reasonably have been insured will qualify for compensation.
- b) The Lessee is fully liable to the Owner for any loss and/or damage as a result of a culpable shortcoming in the Lessee's compliance with the Subscription.
- c) This liability also applies during the period that the Equipment is at the Location before the start of the Lease Term or after the end of the Lease Term. The Lessee is moreover fully liable to the Owner for keeping the Equipment and for the return of the Equipment to the Owner in a good condition, as mentioned in article 14(a) of these General Conditions, at the end of the Subscription.
- d) The Lessee is obliged to indemnify and hold harmless the Owner with regard to all claims of third parties for compensation of damage as a result of the use of the Equipment as provided in these General Conditions and the Subscription.
- e) The Lessee will immediately inform the Owner when an accident, loss or damage occurs that has been caused by or is the result of the use of the Equipment, irrespective of the way in which such an accident, loss or damage occurred. The Lessee will confirm an oral notification to the Owner in writing within 48 hours. Loss or damage as mentioned in this article that must be compensated by the Lessee will at any rate include, but not be limited to, the payment for all losses and/or damage, costs and expenditures, at law or otherwise.

17. SUBSCRIPTION COSTS

- a) The Lessee will continue to pay the Subscription Costs for the Equipment during a period of interruption of its commissioning, irrespective of whether the Equipment has been returned to the Owner and irrespective of whether replacement equipment has been delivered for the period of the interruption. It is only up to the Owner to decide, without any obligation, whether the Lessee will receive a discount for an interruption related to breakdown or the malfunctioning of the Equipment because of an error in the Equipment or because of wear and tear.
- b) The Lessee will continue to pay the Subscription Costs in the event that repairs or other operations are performed on the Equipment during the Lease Term.
- c) The Lessee cannot rely on force majeure in connection with the provisions of this article.

18. ADJUSTMENT OF THE SUBSCRIPTION COSTS

- a) The Owner can increase all Subscription Costs, each time after expiry of a period of 12 months, with effect from the commencing date of the Subscription, by the difference between the inflation index published most recently by the CBS and the inflation index that applied at the time that the Equipment was delivered.
- b) If after the conclusion of the Agreement one or more of the cost price factors undergo(es) a change, the Owner will be entitled to raise the rates accordingly.

19. PAYMENT

- a) Unless something else has explicitly been provided in the Subscription or on the invoice, the Lessee will pay all invoices drawn up in the Owner's name within 30 days after the invoice date, without any right to set-off, discount or reliance on force majeure; terms of payment may be considered deadlines. The Owner accepts no cash payment but only payment by cash card or bank transfer.
- b) If the Lessee has not fulfilled his obligations of payment, the Lessee will be in default by operation of the law without any further notice of default being required. If in the event of non-payment or non-timely payment debt collection by judicial or other means is commenced, the amount of the claim will be raised by 10% per cent administration costs, while the judicial and actual extrajudicial costs will be for the Lessee's account to the amount paid or payable by the Owner, without prejudice to the other rights on the basis of the law or agreement.
- c) All the amounts payable by the Lessee to the Owner will become claimable immediately and in full at the end of the Subscription. On first demand the Lessee will pay the Owner (apart from any payable lump sum as mentioned below) all amounts mentioned

in the Subscription, and also all other payments that the Owner must make to a third party in connection with taking back or removing the Equipment.

20. OWNERSHIP, SUBLEASE AND ENCUMBRANCE

- a) The property rights of the Equipment rest with the Lessor. In the case of equipment installed in the ground the ownership not only concerns the equipment that is above ground but also the part that is below ground, including but not limited to: the attachment points. By accepting these Conditions the Lessee guarantees that he owns the ground on which the Equipment will be installed or that the actual owner has agreed to the installation, is familiar with it and agrees that the ownership remains with the Owner. The Lessee only gets a right of use of the Equipment. The Lessee will deal with the Equipment as a prudent man and will take appropriate measures to prevent damage to the Equipment or damage caused by the Equipment. The Lessee will use the Equipment in accordance with the law and other government regulations. The Lessee must also comply with prescriptions made by public utilities that supply gas, water and/or electricity.
- b) The Lessee will not lease the Equipment to a third-party, encumber it with a property right, use or pledge it as security, charge or relinquish or promise it in any other way without the Owner's prior written consent.
- c) The Lessee will acquire no right to ownership of or interest in the Equipment except for the right to use the Equipment for the duration of the Subscription in so far as the Lessee is not in default.
- d) If the Equipment becomes the subject of or becomes involved in a confiscation, bankruptcy or other statutory (insolvency) proceedings or if the Lessee loses or threatens to lose control over or possession of the Equipment, the Lessee will immediately inform the Owner of this and moreover do everything in his power to secure the interests and the ownership of the Owner.

21. CHANGE OF LOCATION

The Lessee will not move the Equipment from the Location determined in the Subscription; nor will he permit that the Equipment is moved, unless the Owner has given written permission for such a movement beforehand. Permission given by the Owner for movement will not affect the other provisions of the Subscription or these General Conditions.

22. OWNER'S NAMEPLATE/LOGO

Nameplates and logos that have been installed or marked on the Equipment by or by order of the Owner will not be removed, destroyed or deleted by the Lessee.

23. TERMINATION OF THE SUBSCRIPTION

- a) Apart from the right to compensation, the Owner may unilaterally dissolve the Subscription, in full or in part, with immediate effect therefore without further notice of default or judicial intervention being required and without having to pay compensation in this connection if the Lessee:
- 1) is more than 30 days behind in the payment of the Subscription Costs; or
 - 2) fails to observe any other provision of the Subscription or these General Conditions; or
 - 3) changes the Lessee's control or if the Lessee does or omits something as a result of which the Owner's rights to and in the Equipment are affected or endangered, such as confiscation by third parties; or
 - 4) applies for bankruptcy, makes a compromise with creditors, commences an action for dissolution or liquidation, or otherwise becomes the subject of insolvency proceedings or is forced to sell his property.

Turning the switch off will be regarded as non-performance under this article.

- b) If the Lessee wishes to terminate the Subscription early, he will own a lump sum payment to the Owner. The calculation of the lump-sum payment will be based on the remaining term of the Subscription..
- c) All amounts payable by the Lessee to the Owner will immediately become claimable at the end of the Subscription.
- d) When the Subscription is terminated, it will be the Owner's responsibility to collect the Equipment from the Location. The Lessee will admit the Owner to the Location for the purpose. Equipment installed in the ground will be collected including attachment points.
- e) This article leaves intact the Owner's right to demand performance by/or compensation from the Owner (?) instead of or in addition to dissolution.

PURCHASE

In addition to the provisions in the general part, the following provisions apply in the event of purchase.

24. DEFINITIONS

- a) Buyer : the (legal) person who buys the Equipment from the Owner.
- b) Purchase: the agreement with regard to the purchase and sale of the Equipment that is concluded between the Owner and the Buyer.

25. DELIVERY.

- a) The Owner will deliver the Equipment on the delivery date and at the location as provided in the Purchase Contract. Unless otherwise agreed, delivery will be Ex Works in conformity with Incoterms 2020 from a place to be agreed by the parties. If the Buyer fails to take/accept the delivery, the Owner will store the Equipment at the Buyer's expense and risk.
- b) The delivery date is not a fatal deadline. In case the delivery period is not met the Owner will have the opportunity to correct the non-/late delivery of the Equipment, within a grace period, but without the right of Buyer to any compensation. If delivery is permanently impossible, the Buyer will have as sole remedy the possibility to terminate the Purchase within 7 days after the end of the grace period by means of a written statement for the purpose, without the Buyer becoming thereby entitled to claim any compensation from the Owner.
- c) The ownership of the Equipment will remain with the Owner until the Equipment has been paid in full. In case of underground installed Equipment this will not only concern the top soil Equipment but also the mounting points. The Buyer is obliged to keep third parties informed of the proprietary right and to protect it for the Owner. If the Equipment is to be installed in the ground and the Buyer is not the owner of the ground, the Buyer by accepting these conditions guarantees that the actual owner is informed of the installation, of the retention of ownership, and that said Owner is in agreement therewith.

26. WARRANTY

- a) The Owner will endeavour to ensure that the Equipment is in a good condition at the time of delivery and that it functions in accordance with what the Buyer may reasonably expect of the Equipment according to general standards.
- b) The Equipment will be deemed to have been delivered in the condition mentioned in article 26(a), unless, on penalty of extinction of rights, the Buyer reports to the Owner within 48 hours after actual delivery at the Location that visible defects have been noted in the Equipment or that the Equipment does not start or does not start correctly.
- c) Unless something else has been agreed, the Owner warrants the proper functioning of the Equipment for a period of 12 months after delivery, provided that the Buyer has performed the normal and regular maintenance work that is necessary, desirable or advisable for the proper functioning of the Equipment. Normal and regular maintenance at any rate includes the following: making the surroundings of the Equipment broom clean and free of vegetation. Customary and

foreseeable wear and tear is not subject to the warranty obligations.

- d) No warranty is granted on purchase after lease if within the lease term the warranty period has already expired. In the other case the remaining term will be considered the warranty term.
- e) Under the warranty obligation the Owner is only obliged to proceed to replacement or repair, in which connection no warranty applies to replaced parts. The Owner has no obligation for anything else.
- d) No warranty obligation exists if the Buyer performs repair work himself or through a third party without consultation with and approval of the Owner.
- e) The Owner will perform all necessary repair and maintenance work on the Equipment and deliver the necessary replacements of the Equipment within a reasonable period and, if possible, during normal working hours.
- f) The Buyer will grant the Owner, the Owner's designated representatives or the Owner's insurers access to the Equipment at all reasonable times, so that he can inspect, test, alter, repair or replace the Equipment (or materials that are part thereof). If the inspection reveals damage or defects to the Equipment that can be imputed to the Lessee, the Lessee will pay the costs of the inspection and the repair.
- g) The Owner reserves the right to replace the Equipment within the warranty period by other equipment with the same functionality, without the Buyer being consequently empowered or entitled to terminate the Subscription. No warranty is given on replacement parts.

27. PAYMENT

Payment will be made within 30 days after the invoice date, unless otherwise agreed. Payment will be made without any right to set-off, discount or suspension, and force majeure cannot be invoked as a ground for justification of non-payment. Otherwise, article 19b will apply accordingly..

28. TERMINATION OF THE PURCHASE

- a) The Owner can unilaterally dissolve the Purchase, in full or in part, with immediate effect without further notice of default or judicial interposition being required and without having to pay compensation in this connection, if the Buyer:
 - 1) is more than 30 days behind in the payment of the invoice; or
 - 2) fails to comply with any other provision of the Purchase or these General Conditions; or
 - 3) applies for bankruptcy, makes a compromise with creditors, starts proceedings for dissolution or liquidation or otherwise becomes the subject of insolvency proceedings or is forced to sell his

property.

- 4) Or, if the Equipment is attached or otherwise encumbered before ownership has been transferred.
- b) All the amounts payable by the Buyer to the Owner will be immediately claimable at the time of termination of the Purchase.
- c) If the Purchase is dissolved, it will be the Owner's responsibility to collect the Equipment from the Location and the Buyer will admit the Owner to its Location. Equipment installed in the ground will be collected including the attachment points.
- d) This article leaves intact the Owner's right to demand performance by and/or compensation from the Owner (?) instead of or in addition to dissolution.

29. LIABILITY

- a) Except in the case of intent or deliberate recklessness by the Owner or managerial personnel of the Owner, the Owner will only be obliged in the event of a defective delivery, at his own choice, to correct or replace the delivery, unless repair or replacement is permanently impossible. In that case the Buyer may terminate the agreement without any right to compensation in any form whatsoever. Amounts already paid will be paid back, the Equipment will be returned at the Owner's expense;
- b) The Buyer guarantees that all the goods delivered by the Owner to the Buyer will not be exported, sold, transferred or used contrary to applicable legislation and regulations, including all applicable export checks, sanctions, embargoes and other restrictions. If this provision is not observed, the Buyer will indemnify the Owner for all claims, losses, damage, costs, sanctions and/or fines in any form whatsoever. In the event of movement of a battery, whether or not because of resale, the Buyer will inform the Owner and supply information about the end user. .

Services

In addition to the provisions in the general part, the following provisions apply in case of services.

30. DEFINITIONS

- a) Client: the (legal) person under the Agreement in respect of whom the Owner undertakes to render the Services.
- b) Services: the Agreement for displaying Promotion Material, by way of advertisement on the digital screen of the Equipment within the period and with the frequency determined in the Agreement.
- c) Promotion Material: materials supplied by the Client intended

for the Services, such as among other things advertisements, promotion texts and the like.

- d) Locations: the Locations where the Owner can show the material.
- e) CPM: Cost-per-Mile = amount for every thousand times that the Material has been shown.
- f) Budget: the number of persons in the Agreement that the Material must have reached within a certain period.

31. PERFORMANCE

- a) In the Agreement the parties will stipulate with what frequency per event Promotion Material will be shown within a certain period. At the same time the Budget will be specified in the Agreement.
- b) Invoicing will be done per CpM. If the Budget is not reached, the part that has not been reached will not be charged (the "Discount").
- c) Unless otherwise agreed, the Owner will be free to determine the Locations and the Equipment on which the Material will be displayed. If the removal of Equipment at a location has consequences for the Budget, this will be for the Owner's account and the Client will keep the discount on the CpM, unless the reason for removal of the Equipment is attributable to the Client. The Owner has no other obligation and any liability of the Owner is fully excluded in the matter. Removal because of municipal taxes on land or (amended) legislation or by order of a body empowered to do so, will be at the Owner's expense and risk.
- d) Payment will be made within 30 days after the invoice date. Article 19b applies accordingly.

32. CLIENT

- a) The Client guarantees that the Material is his property or that he otherwise has a proper right to (have others) display it and that no right of a third-party or applicable legislation regulations are infringed by showing the Material. The Client will ensure that no Material is supplied that is viewed as offensive according to generally applicable standards, contrary to good morals, inflammatory or otherwise contrary to what is deemed appropriate. The Client will indemnify the Owner against claims of third parties and compensate him for any damage that is suffered as a result of an infringement of this guarantee. This includes rendering assistance with among other things legal assistance and bearing all costs in the matter if the Owner must defend himself against a claim of third parties.
- b) Without the Owner's permission the Client will not transfer (rights from) the Agreement to third parties.

33. REFUSAL OF MATERIAL

- a) Without this giving the Client any right to compensation the Owner may refuse Material or stop the display of it on the ground that it does not fit or no longer fits within the values of the organisation, for instance if the Material should be viewed as offensive or insulting. If the Owner must remove the Material owing to the contents by order of a competent body or is approached by third parties for the purpose, the Client will bear the costs of removal and/or the defence, therefore, including the costs of legal assistance and the Owner must also be compensated by the Client for all damage.
- b) If the Owner refuses Material or during the Agreement refuses to further display the material he will immediately communicate this to the Client and enable the Client to deliver other or modified Material. The Owner is not obliged to make any monetary compensation.

34. NOTICE OF TERMINATION AND TERMINATION

- a) Both the Client and the Owner may always give notice to terminate the Agreement. If the Client terminates the Agreement before the end of the term, he will be obliged to pay the compensations until the end of the term, apart from the possible damage that the Owner suffers as a result of early termination. Material will be returned to the Client and the Owner will have a right of suspension until all his claims have been paid.
- b) If the Owner terminates the Agreement early, without this being the result of circumstances due to the Client, he will only be obliged to return the Material. He will not be obliged to make compensation.
- c) For the rest article 23a applies accordingly.

These conditions were drafted in Dutch. The Dutch text will always prevail for its correct understanding.