



General terms and conditions January 2016

1. Definitions

- 1.1. In these General Terms and Conditions the following terms are used in the following meaning, unless expressly stated otherwise or if a different meaning should appear from the context:
 - a. Live Legends: the User of these General Terms and Conditions: Live Legends, having its registered place of business at Abcoude, Hollandse kade 24, registered with the Chamber of Commerce under KvK number 30287728;
 - b. Customer: the natural person or legal entity who enters into an Agreement with Live Legends;
 - c. Agreement: the Agreement between Live Legends and Customer;
 - d. Leased Objects: the goods leased from Live Legends by Customer;
 - e. Content: the Content produced by Live Legends for an event or publication, as ordered by Customer, including but certainly not limited to video editing and keynote presentations.

2. General

- 2.1. These General Terms and Conditions shall apply to any Agreement entered into between Live Legends and Customer, to which Live Legends has declared these General Terms and Conditions applicable.
- 2.2. These General Terms and Conditions shall also apply to any Agreements entered into with Live Legends, for the performance of which third parties must be engaged.
- 2.3. Any deviations from these General Terms and Conditions are valid only if they have been expressly agreed in writing or by electronic means.
- 2.4. The applicability of any Purchase or other Terms and Conditions of Customer is expressly rejected.
- 2.5. In the event that one or more of the provisions of these General Terms and Conditions should be invalid or declared null and void, the remaining provisions of these General Terms and Conditions shall remain in full force and effect. In that case Live Legends and Customer shall consult each other in order to agree new provisions to replace the invalid or annulled provision taking into account the purpose and intention of the original provision to the extent as possible.

3. Offers and Quotations

- 3.1. All offers and quotations are free of engagement unless stated otherwise.
- 3.2. Customer guarantees the correctness and completeness of the requirements and specifications and other information provided to Live Legends by or on behalf of Customer, on the basis of which Live Legends draws up its offers. In case the requirements and specifications provided by Customer are not correct or are changed by Customer, this may influence the delivery time and the amount to be paid to Live Legends by Customer.
- 3.3. Prices in the offers and quotations referred to above are exclusive of BTW (Dutch VAT) and other government levies, unless stated otherwise.
- 3.4. In case of differences (in minor points) between the acceptance and the contents of the offer said differences are not binding on Live Legends. In that case the Agreement is not concluded in accordance with these differences in the acceptance.
- 3.5. Offers or quotations do not automatically apply to future orders.
- 3.6. Apparent mistakes or errors in the website and in brochures or publications of Live Legends are not binding on Live Legends.

4. Conclusion of the Agreement

- 4.1. The Agreement is concluded at the time of acceptance of the offer by Customer and once the conditions applying to acceptance have been met.



General terms and conditions January 2016

5. Performance of the Agreement

- 5.1. Live Legends will make every effort to perform the Agreement with Customer with all due care and expertise.
- 5.2. During the performance of the Agreement Live Legends has the right to engage third parties, to use services provided by third parties and to instruct third parties to carry out the Agreement or part thereof and to charge the costs in connection with this to Customer without being obliged to inform Customer of this.
- 5.3. Live Legends is not responsible for archiving raw material, project files, render files, the Content and such after the end of the event or the publication to which the Content applies.

6. Obligations of Customer

- 6.1. Customer shall ensure that all information and locations which Live Legends declares to be necessary or which Customer should reasonably understand to be necessary for the performance of the Agreement, are available in time.
- 6.2. In case Customer is to provide Live Legends with footage, files and other information as part of the Agreement, said footage, files and other information must meet the specifications provided by Live Legends.
- 6.3. In case Customer should not provide Live Legends with all required materials and/or information in accordance with the agreed deadline, this may delay the performance of the Agreement. Live Legends is not liable for such delays. Any additional costs caused to Live Legends due to the failure to provide materials and/or information in time shall be charged to Customer.
- 6.4. Customer itself is responsible for the reproduction or availability of images, text, video files or photos of which the rights are vested in third parties.
- 6.5. Where applicable, Customer, being the end user, shall directly pay to Buma/Stemra any music rights and such due on account of the event. Any and all responsibility and the risk of payment of these rights are borne by Customer. Live Legends is not liable for the purchase of (music) rights of third parties in the Content, such as in audio and video material, presets, fonts, effects, templates and creative ideas used.
- 6.6. In case services are performed by Live Legends or third parties engaged by Live Legends at locations of Customer or locations specified by Customer as part of the Agreement, Customer shall ensure the availability, free of charge, of the facilities reasonably requested by said parties, including but certainly not limited to:
 - a. parking facilities;
 - b. parking permits for loading and unloading;
 - c. food and beverages at the customary rest breaks;
 - d. stable electricity supply;
 - e. internet;
 - f. storage facilities for materials of Live Legends.
- 6.7. The location at which the Leased Object must be placed, shall be easily accessible.
- 6.8. Customer is prohibited from changing the Leased Object.
- 6.9. Customer is prohibited from subleasing the Leased Object, from offering it for sale, from selling, transferring, encumbering or providing said object to any third parties in any other way.
- 6.10. The Leased Object may under no circumstances leave the Netherlands, unless Live Legends has approved of that in writing or by electronic means.
- 6.11. Customer is obliged to observe any and all safety regulations with respect to the Leased Object.
- 6.12. Customer indemnifies Live Legends from and against any claims of third parties to whom damage is caused in connection with the performance of the Agreement, which damage is attributable to Customer.
- 6.13. In case Customer has failed to fulfil its obligations towards Live Legends, Live Legends is not liable for any damage caused to Customer as a result of that, and all costs incurred by Live Legends due to that and/or any damage caused to Live Legends on account of that, shall be charged to Customer.



General terms and conditions January 2016

7. Additional work and amendment of the Agreement

- 7.1. Customer accepts that the amount of the costs of the order may be influenced in case Parties decide to change the approach, method and/or scope of the order. Costs for additional work shall be charged to Customer separately.
- 7.2. In case the Agreement contains the provision that Live Legends supplies Content, the price agreed shall include no more than 2 correction rounds. If Customer wishes that additional Content work is carried out after the second correction round, any additional costs shall be charged to Customer.
- 7.3. In case Customer changes the Agreement, for instance in case Customer changes its ideas about the Content after having approved the offer, and requests Live Legends to change the Content compared to the detailed description of the Content supplied by Live Legends at the time of the offer, this may result in a delay in delivery time. Live Legends cannot be made liable for any damage caused to Customer due to said delay in delivery time.

8. Publication

- 8.1. Before the Content is published Parties shall give each other the opportunity to check and approve the final version of the design or text.

9. Discrepancies

- 9.1. Discrepancies between the Content supplied on the one hand and the approved design on the other hand shall not be any reason for rejection, discount, rescission of the Agreement or damages in case they are minor discrepancies.
- 9.2. Discrepancies which, taking all circumstances into account, do not or not substantially affect the practical value of the Content shall always be considered minor discrepancies.

10. Cancellation

- 10.1. Cancellation of the Agreement for the provision of the Leased Object shall take place in writing or by email. A Purchase Agreement between Live Legends and Customer cannot be cancelled.
- 10.2. Customer may cancel the Agreement free of charge until 8 days prior to the commencement of the term of the lease.
- 10.3. In case Customer cancels the Agreement less than 8 days prior to the commencement of the term of the lease, Customer is obliged to pay a cancellation fee to Live Legends. The cancellation fee is:
 - a. in case of cancellation more than 1 day and less than 8 days prior to the commencement of the term of the lease: 50% of the amount of the offer;
 - b. in case of cancellation of 1 day or less prior to the commencement of the Agreement: 100% of the amount offered.

11. Delivery

- 11.1. The times of delivery stated by Live Legends shall not be considered final dates.
- 11.2. In case a time of delivery agreed with Customer is not complied with due to a circumstance actually beyond the control of Live Legends and which cannot be attributed to acts and/or omissions on the part of Live Legends, such as described in e.g. article 19 of these General Terms and Conditions, said term shall be automatically extended by the time by which it was exceeded due to such an occurrence.
- 11.3. The risk of loss of or damage to the products provided or made available to Customer by Live Legends shall pass to Customer at the time at which said products are supplied or made available to Customer and as a result of that, are put at the disposal of Customer or any third party specified by Customer.

12. Risks

- 12.1. During the term of the lease any risks of the Leased Object, including the risk of theft, embezzlement, loss, vandalism, natural catastrophes, are for the account of Customer, even if said occurrences cannot be attributed to Customer.



General terms and conditions January 2016

13. Payment

- 13.1. Customer shall pay invoices received from Live Legends within 15 days of invoice date.
- 13.2. Live Legends has the right to demand payment in advance of the entire amount, or an advance payment from Customer. In case Customer should not pay the amount invoiced in advance in due time, Live Legends has the right to suspend its services resulting from the Agreement until the amount invoiced in advance has been paid. In such a case Live Legends is not liable for any damage caused to Customer as a result of the suspension.
- 13.3. In case of non-observance of the term of payment Live Legends shall send a reminder requesting Customer to pay the amount of the invoice within a time specified in the reminder. In case Customer does not comply with the reminder, Customer shall be in default. In that case Customer is obliged to pay legal interest from the date at which the amount has become due and payable until the date of payment. In addition to that any judicial and extrajudicial costs of collection after Customer being in default shall be borne by Customer to the extent as permitted by law.
- 13.4. In case of winding-up, bankruptcy, attachment or suspension of payment of Customer the claims of Live Legends against Customer shall become due and payable immediately.

14. Reservation of title

- 14.1. In case a Purchase Agreement has been concluded between Live Legends and Customer, the provisions of this article shall apply without prejudice to the other provisions of said Agreement.
- 14.2. Any products supplied and to be supplied by Live Legends shall remain the property of Live Legends exclusively, until all current and future claims of Live Legends against Customer have been paid in full.
- 14.3. As long as the title in the products has not passed to Customer, Customer is prohibited from pledging said products or granting any rights with respect to said products to any third party.
- 14.4. Customer is obliged to store the products supplied subject to reservation of title with due care and clearly identified as the property of Live Legends.
- 14.5. Live Legends has the right to take back the products supplied subject to reservation of title, which are still held by Customer, in case Customer has failed to observe its payment obligations or in case of actual or impending payment difficulties of Customer. Customer shall at all times give Live Legends free access to its sites and/or premises in order to inspect the products and/or exercise the rights of Live Legends.

15. Damage to the Leased Object

- 15.1. In case of damage caused to the Leased Object during the term of the lease Customer is liable for said damage unless the damage is attributable to Live Legends.
- 15.2. Paragraph 1 of this article does not apply in case the damage is caused by a defect in the Leased Object which was present prior to the commencement of the lease.
- 15.3. In case of damage to or loss of the Leased Object, Customer is under the obligation to inform Live Legends of this as soon as possible, and to follow the instructions given by Live Legends. Costs caused by nonobservance of these instructions are for Customer's account.

16. Term of lease

- 16.1. In case Customer leases the Leased Object for a specific period of time Customer will be clearly informed of the date at which the Leased Object must be returned. Customer is obliged to return said Leased Object to Live Legends on said date.
- 16.2. Extension of the term of lease by Customer is possible only if approved by both parties in writing or by email.
- 16.3. In case Customer fails to return the Leased Object in time the daily lease price shall be charged to Customer for each day at which Customer has failed to return the Leased Object.



17. Liability and limitation

- 17.1. Live Legends can never be made liable for errors in the Content in case Customer has performed a check in accordance with the provisions of article 8 of these General Terms and Conditions and has given its approval, although these errors in the Content should have been detected.
- 17.2. Live Legends is not liable towards Customer for any damage, including damage to property, persons and operating damage caused by or due to the presence, operation, performance or use of the Leased Object.
- 17.3. Live Legends cannot be made liable to compensate any damage if said damage is directly or indirectly caused by:
 - a. an occurrence beyond the actual control of Live Legends, which therefore cannot be attributed to acts and/or omissions on its part;
 - b. any acts or omissions of Customer, Customer's subordinates or other persons engaged by or on behalf of Customer.
- 17.4. Live Legends is not liable for any damage of whatever kind caused by Live Legends acting upon incorrect and/or incomplete information provided by Customer.
- 17.5. Live Legends excludes any liability with respect to the operation and any (consequential) damage caused to the Leased Object or objects made available, in case Customer or a third party has changed said objects.
- 17.6. Live Legends is not liable for damage in case Customer has misused the Leased Object or object made available, or has used said objects for different purposes than those for which they were leased or supplied.
- 17.7. Live Legends is never liable for indirect damage, including consequential damage, loss of profit, loss of savings and damage due to stagnation in operations.
- 17.8. Customer is liable towards Live Legends for damage caused to the property of Live Legends. Repairs of defects in or to the property of Live Legends that are reasonably attributable to Customer shall be carried out by Live Legends or as per instructions of Live Legends and for Customer's account.
- 17.9. In case Live Legends should be liable for any damage the liability of Live Legends is limited to the amount of the payment made by the insurer of Live Legends. In case the insurer should not pay any amount in any circumstances or the damage is not covered by the insurance the liability of Live Legends is limited to the amount of the invoice, i.e. that part of the Agreement to which the liability applies.
- 17.10. The limitations of liability contained in these General Terms and Conditions do not apply in case the damage is caused by intent or gross negligence on the part of Live Legends or its subordinates.
- 17.11. To the extent as is not otherwise provided for by the Agreement, any rights to submit claims and any other powers of Customer towards Live Legends on account of any reasons shall lapse after one year of the moment at which a fact occurs due to which Customer may exercise said rights and/or powers towards Live Legends.

18. Suspension and rescission

- 18.1. Live Legends has the right to rescind the Agreement in case Customer fails to fulfil the obligations resulting from the Agreement.
- 18.2. Further, Live Legends has the right to rescind the Agreement in case of circumstances which are such that performance of the Agreement is prevented or in case, according to the standards of reasonableness and fairness, performance of the Agreement cannot be expected any longer, or in case of other circumstances which are such that it cannot be reasonably expected that the Agreement is upheld without modification.
- 18.3. Live Legends has the right to suspend fulfilment of the obligations resulting from the Agreement in case – after the Agreement has been entered into - Live Legends should become aware of circumstances that justify the fear that Customer will not fulfil its obligations. In case of justified reasons to fear that Customer shall not fulfil or only fulfil part of its obligations, suspension shall only be allowed to the extent as justified by the failure in fulfilment.
- 18.4. Live Legends has the right to rescind the Agreement in case Customer applies for suspension of payment or in case suspension of payment is granted to Customer, in case Customer is declared bankrupt or in case of an application for bankruptcy, in case Customer is not able to settle its debts, discontinues or winds up its company, is placed under administrator-ship or in case a trustee or receiver is appointed.



19. Force Majeure

- 19.1. Circumstances that are actually beyond the control of Live Legends, or cannot be attributed to acts and/or omissions of Live Legends shall in any case include: weather circumstances preventing work, restrictions on the part of third parties including government entities, obstructions in transport such as general or other strikes, revolt, war or threat of war, non-delivery or late delivery of products to Live Legends by its suppliers; export and import restrictions, fire, disruptions and incidents in the company of Live Legends or its supplier, fire in means of transport of Live Legends or its supplier, malfunctions of said means of transport, involvement in accidents of said means of transport; levies imposed by or other measures taken by government entities resulting in changes of actual circumstances.
- 19.2. For the time during which Force Majeure continues the Parties may suspend the obligations resulting from the Agreement. In case the duration of this period exceeds one month, each of the Parties shall have the right to rescind the Agreement, without ensuing obligation to compensate any damage to the other party.
- 19.3. To the extent that Live Legends has already fulfilled or will be able to fulfil part of its obligations resulting from the Agreement at the time at which Force Majeure occurs, and the part fulfilled or to be fulfilled represents an independent value, Live Legends has the right to separately invoice the part fulfilled or to be fulfilled. Customer is obliged to pay said invoice as if it were a separate invoice.

20. Confidentiality

- 20.1. Both parties are obliged to observe secrecy with respect to any confidential information which they obtained from the other party or a different source as part of the Agreement. Information shall be considered confidential if declared confidential by the other party or if confidentiality results from the nature of the information. The Party receiving confidential information shall use this information only for the purpose for which it was given.

21. Intellectual property

- 21.1. The copyright and any other intellectual property rights with respect to the objects supplied or made available are vested in Live Legends.
- 21.2. The intellectual property rights in the Content shall at all times remain the property of Live Legends. Customer is merely given a right of use for the purpose of the use of the Content one single time for the event agreed or publication agreed.
- 21.3. In case Customer wishes to use the Content for different purposes after the event or publication, or wishes to receive the Content in a different format or codec, Customer shall inform Live Legends of this in writing or by email. Live Legends shall subsequently inform Customer which costs are charged for the extension of the right of use.
- 21.4. The material supplied or made available by Live Legends is exclusively intended to be used by Customer, and may not be reproduced, published or disclosed to third parties by Customer without the prior approval of Live Legends.
- 21.5. Customer is obliged to unconditionally respect any and all intellectual property rights in the objects supplied or made available.
- 21.6. By giving an order to publish or reproduce objects that were made available by or on behalf of Customer itself, which are protected by the "Auteurswet" (Dutch copyright act) or any other legal regulation in the field of intellectual property, Customer declares that no legal regulations and/or protected rights of third parties are violated, and Customer indemnifies Live Legends from and against all claims of third parties with respect to the direct and indirect consequences, both financial and otherwise, resulting from the publication or reproduction.
- 21.7. The order does not include carrying out research into the existence of trade mark rights, protected drawings or models, patent rights, copyrights and portrait rights of third parties. The same applies to research into the possibility of such methods of protection for Customer.



General terms and conditions January 2016

22. Final provisions

- 22.1.** The applicable version of these General Terms and Conditions shall at all times be the version as valid at the time at which the Agreement was concluded, unless Customer has accepted the applicability of a reviewed version of these General Terms and Conditions after the Agreement was entered into.
- 22.2.** The Parties shall not submit a dispute to a court of law before they have made every effort to settle said dispute by mutual consultation.
- 22.3.** Any Agreements entered into between Live Legends and Customer is governed by Dutch law.
- 22.4.** Any disputes in connection with Agreements between Customer and Live Legends shall be adjudicated by the competent court in the Netherlands in the district in which Live Legends has its registered place of business. Customer being a natural person not acting in the exercise of a profession or business has 1 month time, after Live Legends has invoked this article against Customer, to opt for the settlement of the dispute by the court having jurisdiction in accordance with the law.