

**General terms and conditions for International Orange, Colouring Brands & Events B.V., located in Amsterdam, Registration number in the Chamber of Commerce: 69073082**

**Article 1: Definitions**

In these general terms and conditions, and any contracts to which these apply, the terms below shall be understood to mean the following:

- 1.1 Contracting party:** the (legal) person who provides the Contractor with a task involving the provision of advice about, organisation or implementation of an event or any other services or activities that fall within the remit of the Contracting party.
- 1.2 Contractor:** the counter-party to the Contracting party, i.e. International Orange, Colouring Brands & Events B.V. .
- 1.3 Contract or Agreement:** a contract between the Contractor and Contracting party for the provision of advice about, the organisation or implementation of an event (or other service or activity that falls within the remit of the Contractor), any supplements agreed in writing and/or changes to the aforementioned contracts, as well as all (legal) processes in preparation for the aforementioned contracts.
- 1.4 Start moment:** The date and/or time at which the

Contractor, as a result of the contract to organise and/or implement an event (or any other service or activity that falls within the remit of the Contractor) takes place or begins or, in the case of concept development, the date on which the concept is delivered. If the contract includes a provision that, in the context of said contract, there may be multiple sub-events or sub-activities organised and/or implemented, the start moment for these sub-events/sub-activities shall be the date and/or time at which the sub-event or sub-activity takes place or begins.

**1.5 Written:** the sending of notifications by ordinary post, registered post, fax or email, as well as the provision of written notifications, for the account and risk of the sender.

**1.6 Job fee:** The amount that the Contractor shall charge to the Contracting party for the implementation of the contract, including any amounts charged to the Contractor by third parties and/or other claims by third parties, excluding sales tax (VAT).

**1.7 Artist:** any Artist (in the broadest sense of the term), speaker or musician, alone or in a group, that has been engaged vis a vis the Contractor to provide a performance.

**1.8 Employee:** any natural person that, as a result of the intervention of the Contractor, shall carry out work on behalf of the Contracting party. The term

employee shall include (but not exclusively) employees of the Contractor and agency staff engaged by the Contractor, freelancers, artists, actors and models.

**Article 2: Applicability of the conditions**

**2.1** These general terms and conditions shall apply to all requests by the Contracting party to the Contractor to provide a proposal, to the proposal provided by the Contractor, to the Contracting party's assignments and to all contracts (to be) entered into by the Contracting party and Contractor or the corresponding (legal) procedures, including contracts that the Contractor enters into, in this context, with third parties.

**2.2** If the Contracting party fails to reject the applicability of the Contractor's general terms and conditions in writing, within five working days of the applicability of these conditions being indicated by the Contractor, the Contracting party is considered to have accepted the applicability of the Contractor's terms and conditions. The Contractor must confirm receipt of any message of rejection from the Contracting party within the same five working days stipulated above. In the absence of any such message, the Contractor shall exclude the implementation/applicability of any terms and conditions other than its own.

**2.3** Clauses that deviate from the Contractor's terms and conditions (or supplementary clauses) shall only apply if and insofar as they have been explicitly accepted by an authorised representative of the Contractor.

**2.4** If a provision in the present terms and conditions (and/or any other agreed, deviant/supplementary clauses) transpire to be null and void or are annulled, this shall not impact upon the validity of the other provisions of the present terms and conditions (and any further, agreed clauses). In this case, in the present terms and conditions (and any other contracts yet to be made), the null and void or annulled provisions shall be replaced by a provision that fulfils the intentions of both parties as accurately as possible.

**2.5** These general terms and conditions may be modified by means of a simple notification from contractor to contracting party. In the absence of any objection within 30 days of this notification, the modified general terms and conditions shall apply from the day of the notification, to all new contracts between the parties and to all valid and ongoing contracts, insofar as these are implemented after the day of notification.

### **Article 3: Quotes, orders, assignments and the engagement of third parties**

**3.1** All offers, price statements, cost estimates and so on from Contractor, whether provided separately in price lists, verbally, in writing, by telephone, by fax or by email or in any other way, are entirely without obligation and can thus be revoked by the Contractor.

**3.2** All information and/or specifications provided with an offer are only approximate and shall only be binding for the Contractor if this is expressly stated in the offer, in writing.

**3.3** If an offer or similar from the Contractor is not followed by a written assignment or an assignment by email, and is thus confirmed by the Contractor, within 14 days (or, if applicable, the period explicitly stated in the offer itself), it shall expire.

**3.4** The Contractor retains the right, even after acceptance of the offer by the Contracting party, to revoke the order or allocated assignment in a free format. This type of revocation shall take place immediately after receipt of the acceptance by the Contractor.

### **Article 4: Supply of goods**

**4.1** The delivery of goods shall take place at an agreed location and against an agreed purchase price. Unless stated otherwise, in writing, the cost price shall not include the costs of transport, insurance, hoisting work, rental of temporary facilities, etc.

**4.2** The risk of loss, theft and damage of the goods shall pass

to the Contracting party upon delivery by the Contractor. If, with respect to the delivery, whether or not on the request or instructions of the Contracting party, a transporter is used, the risk of loss, theft and damage of the goods shall pass to the Contracting party at the moment of delivery to the transporter.

**4.3** The Contractor shall package the goods according to the relevant and appropriate standards. If the Contracting party requires a specific packaging method, the corresponding, additional costs shall be for their account. The Contracting party shall process the packaging that is provided with the products supplied by the Contract in accordance with the relevant statutory regulations. The Contracting party shall indemnify the Contractor against any liability with respect to non-compliance with such regulations.

### **Article 5: Contracting party's responsibilities**

**5.1** If the Contractor enters into a contract with two or more persons or legal persons (i.e. there are multiple Contracting parties), whereby these (legal) persons are to perform the same task(s) vis a vis the Contractor, each one of these (legal) persons is severally liable for compliance with the obligations that arise for them from the contract with respect to the Contractor.

**5.2** The Contracting party shall

undertake to take out insurance that covers all of the risks that correspond to the work and/or processes and/or failures in relation to the execution of the contract, including the work and/or processes and/or failures by the third parties engaged by them. In each case, the Contracting party must take out liability insurance and, if applicable, professional liability insurance. The Contracting party must also ensure that the aforementioned insurance covers the workers employed and the items made available by the Contractor for the execution of the contract. The Contracting party must provide copies of the corresponding insurance policies to the Contractor on first request.

**5.3** Unless agreed otherwise, the Contracting party, on his account, shall take measures to ensure the safety of artists, employees and visitors involved in an event/activity organised on the basis of a contract. If contracts have been made about the aforementioned measures, the Contractor is nevertheless permitted to set supplementary requirements in this context, as necessary due to changed circumstances (e.g. the increased popularity of an artist).

**5.4** If the Contracting party fails to take adequate measures to ensure the safe execution of an event/activity, the Contractor is entitled to entirely or partially cancel the event/activity, without

the Contracting party being able to claim compensation or a discount on the price agreed with the Contractor.

**5.5** The Contracting party is responsible for making payments to the Bureau of Musical Copyright (BUMA). See also article 13.4.

**5.6** The report by the Contracting party on (the accuracy of) dimensions, specifications and/or other information which corresponds to the execution of the contract shall be for the risk of the Contracting party.

**5.7** The Contracting party is responsible at all times for all advertising, promotions (including but not limited to advertisements), promotional concepts or ideas and invitations to events/activities, etc. in relation to the execution of the contract, irrespective of whether the Contracted party has been advised in this by the Contractor or this has been entirely or partially executed by the Contractor.

**5.8** The Contracting party must obtain the consent of third parties or the relevant permits for the execution of the contract, unless agreed otherwise in writing.

**5.9** The Contracting party is responsible for the conduct and failings of visitors to an event/activity organised by the Contractor on the basis of a contract.

**5.10** The Contracting party shall indemnify the Contractor against

all claims by third parties (including but not limited to participants in and visitors to events/activities) for damage suffered by these parties during or in relation to the execution of the contract, unless and insofar as this damage is exclusively the consequence of a deliberate act or gross negligence on the part of the Contractor or their managers.

**5.11** The Contracting party is responsible for any fiscal consequences and/or payments (of retrospective charges) as a result of the Work Related Expense Scheme (WKR). The Contracting party shall indemnify and hold the Contractor harmless from claims received by the Contracting party from third parties.

## **Article 6: Contractor's responsibilities**

**6.1** The Contractor is entitled, in the execution of the contract, to engage third parties.

**6.2** In the event of retention and usage, revisions and processing of goods that have been entrusted to the Contractor by or on account of the Contracting party, the Contractor must treat these goods with the same degree of care that would be applied to their own goods.

**6.3** Notwithstanding the further limitations of liability in the following articles 6.4 to 6.8, the Contractor shall not be liable for any shortcomings in the execution of any proposal and/or contract and for any unlawful

deed, unless (and insofar as) this is the consequence of a deliberate act or gross negligence on the part of the Contractor and/or their managers.

**6.4** The Contractor accepts no liability for the content of advice that is offered in the context of the execution of the contract and which is followed by the Contracting party. This advice is entirely for the account and risk of the Contracting party. The term 'advice' in this clause must be understood in the broadest sense of the word.

**6.5** The Contractor is not liable for indirect damage, subsequent damage or commercial damage.

**6.6** The Contractor shall never be liable for damage caused by (a shortcoming or unlawful conduct/failings of) service providers and/or suppliers, including the employees of these service providers and/or suppliers, engaged by the Contractor in relation to the execution of the contract or a part thereof.

**6.7** In any case, the overall liability of the Contractor is limited to a maximum of the contract fee for the Contractor or the fee that could reasonably be expected by the Contractor.

**6.8** The limitations and liability exclusions set forth in the articles 6.2 to 6.7 shall also apply to the employees of the Contractor and/or third parties which are engaged by the Contractor.

**6.9** Notwithstanding and without prejudice to the liability limiting

provisions set out in articles 6.3 to 6.8, any liability of the Contractor, in all cases, shall be limited to the amount of cover offered by the liability insurance taken out by the Contractor (and only insofar as the insurance shall pay out). Claims cannot be made against the Contractor for compensation that exceeds and/or differs from the cover offered by the liability insurance.

**6.10** The Contractor is neither responsible nor liable for the attendance of participants or visitors at the relevant event.

#### **Article 7: Claims and complaints**

**7.1** All claims and/or complaints, under penalty of rights being lost, must be submitted by means of registered letter, within two months of:

- the supply of goods and/or services for the activities organised by the Contracting party;
- the provision of advice about/the organisation of/creation of written contracts (including supplements and/or modifications, as well as all (legal) processes in preparation for this contract) in relation to the activities organised by the Contracting party;
- the moment at which the failure in relation to the activities organised by the Contractor or the goods and/or services supplied by the Contractor could reasonably have been identified.

**7.2** Complaints about invoices

must also be submitted in writing within two months of the invoice date.

#### **Article 8: Ownership conditions and retention rights**

**8.1** The Contractor shall remain the owner of the items that he has supplied until the Contracting party has paid all claims by the Contractor in full, i.e. all claims are certain to be paid. The term claims is understood to include all claims by the Contractor against the Contracting party in relation to compliance with the contract and claims relating to interest, fines and collection costs.

**8.2** The Contracting party is not authorised to pledge the items falling under the ownership conditions or to mortgage these in any way.

**8.3** The Contracting party is expected to inform the Contractor as quickly as can reasonably be expected, if third parties lay claim to or want to establish rights to goods delivered under the rights of ownership restrictions.

**8.4** The Contracting party undertakes to insure and maintain insurance for goods delivered under rights of ownership restrictions against fire, explosion and water damage as well as theft and shall provide this insurance policy for inspection by the Contractor at first request.

**8.5** Goods that are supplied by the Contractor under the

ownership conditions shall be sold on in the context of normal business practices, and not used as a form of payment.

**8.6** The Contractor is entitled to suspend the supply of all things within the context of the execution of the contract until all of its claims are settled in full, or until such point as there is certainty that these claims will be settled by the Contracting party.

### **Article 9: Force majeure**

**9.1** Circumstances beyond the control of the Contractor such that compliance with the contract cannot (or can no longer) reasonably be expected (within the scope of the Contractor), shall allow the Contractor to entirely or partially cancel the contract and/or suspend the execution thereof without any obligation to provide compensation (and with retention of the payment obligations for the Contracting party as set forth hereafter in article 12.3).

**9.2** Circumstances that permit the invocation of the force majeure clause, as set out in the previous section of this article, include: weather conditions such that the execution of the contract is hindered; non, incomplete or delayed deliveries from suppliers; war and the threat of war; full or partial mobilisation; import and export bans; measures introduced by Dutch and/or foreign governments that make the

execution of the contract more problematic and/or costly than could have been foreseen when the contract was signed; exceptional social events including, but not limited to, national mourning which results in the Contractor deciding that the event/service/activity cannot take place; strikes and/or commercial occupations; epidemics; traffic disruption; loss or damage due to transport, fire or theft; interruptions in supplies of energy; and machinery defects, all involving the Contractor's business as well as third parties from which the Contractor is sourcing the necessary materials, raw materials or semi-manufactured goods entirely or partially; and also all other causes beyond the control of the Contractor.

**9.3** Only if the Contracting party is a natural person, who is not acting in the capacity of a job or profession, can the Contractor (in a deviation from articles 9.1 and 9.2) invoke the force majeure clause if the requirements of article 75 of Book 6 of the Dutch Civil Code are fulfilled, i.e. there is a case of force majeure if the shortcoming cannot be attributed to the fault of the Contractor but neither can it be on the account of the Contractor pursuant to the law, legal procedures or according to the usual perspectives.

### **Article 10: Suspension and cancellation**

**10.1** The Contracting party cannot offset and/or suspend any payment, unless the Contracting party is a natural person who is not acting in a professional capacity.

**10.2** The Contracting party is permitted to cancel a (sub) event/the service/the (sub) activity without further justification on the condition that the following percentage of the agreed fee for the full execution of the contract (or, in the case of a contract that relates to multiple sub-events/sub-activities as set forth in the last full sentence of article 1.4, the part which corresponds to the relevant sub-event/sub-activity) is paid, unless agreed otherwise in writing:

- a) in case of postponement or cancellation in the period between 12 and 9 months prior to the start moment, at least 10% of the full fee;
- b) in case of postponement or cancellation in the period between 9 and 6 months prior to the start moment, at least 25% of the full fee;
- c) in case of postponement or cancellation in the period between 6 and 3 months prior to the start moment, at least 50% of the full fee;
- d) in case of postponement or cancellation in the period between 3 and 2 months prior to the start moment, at least 75% of the full fee;
- e) in case of postponement or cancellation in the period 1 month prior to the start moment

and at the start moment itself, 100% of the full fee.

**10.3** If, at the moment of cancellation, the total amount of the payment obligations that have arisen in relation to the Contract and which are the responsibility of the Contractor or could arise as a result of the cancellation, including obligations vis a vis third parties engaged in the execution of the contract and/or other claims by third parties, is higher than the amount owed by the Contracting party to the Contractor pursuant to the cancellation provisions of article 10.2, the Contracting party must pay this higher amount to the Contractor.

### **Article 11 Price, invoicing and payment**

**11.1** The agreed price, unless agreed otherwise in writing, is given in Euro, excluding sales tax (VAT) and any other statutory charges.

**11.2** The client shall undertake to always pay third parties via the Contractor and never to make direct payments to third parties, unless agreed otherwise.

**11.3** Changes including additional costs for the original assignment of whatever nature, incurred by or on behalf of the Contracting party, which lead to costs that are higher than calculated in the price overview, may be charged onto the Contracting party.

**11.4** Unless explicitly agreed otherwise, payment must be made within 15 days of the

invoice date. The Contractor is entitled to agree an advance payment and may also demand this. This does not have to have been agreed and could relate to a situation in which the Contractor doubts the solvency of the counter party. This is the case if the other party has been subject to claims or has multiple creditors that have not been paid on time.

**11.5** If a payment is not made within 15 days of the invoice date, the Contracting party shall owe statutory interest whereby a partial month shall equate to a whole month. All judicial and extra-judicial costs that are incurred by the Contractor in the context of a shortcoming that can be attributed to the Contracting party shall be reimbursed as compensation in relation to the Contracting party's shortcoming, to the Contractor. The extra-judicial costs shall apply in accordance with the 'Standard Extra-Judicial Collection Costs' act or another appropriate regulation.

**11.6** The number of participants or guests that is known to the Contractor five days prior to an event/activity shall be considered as the minimum number for the final invoice. The final invoice, adapted to the actual figures and after deduction of the advance, must be paid within 15 days of the invoice date; if payment is not made the Contracting party shall be in default, in law.

### **Article 12: Termination and cancellation**

**12.1** Without prejudice to the Contractor's further rights, the Contractor is entitled to cancel the contract without further notice of default, partially or entirely, by means of a written statement if:

- The Contracting party is in default with respect to compliance with one or more of the contract obligations;
- The Contracting party is declared bankrupt, requests (ongoing) suspension of payments, the Debt Restructuring for Natural Persons act has been applied to him, his company has been liquidated or has ceased to operate, a substantial percentage of the capital has been seized or the company is transferred to a third party.

**12.2** In the case of cancellation, the risk with respect to goods delivered rests with the Contracting party. The goods shall be placed at the disposal of the Contractor and must be collected by him.

**12.3** If, at the moment of cancellation (including the cancellation and suspension as set forth above in article 9.1), the Contractor (or a third party engaged by the Contractor) has already carried out work in the context of the contract, this work and the corresponding payment obligations of Contracting party to the Contractor shall not constitute a subject of the

cancellation. Amounts that the Contractor had invoiced before the cancellation or amounts that the Contractor must still invoice after the cancellation in relation to work that had been completed in the context of the execution of the contract prior to the cancellation shall remain outstanding and shall become immediately recoverable at the moment of cancellation.

### **Article 13: Intellectual property rights**

**13.1** The Contracting party shall respect at all times, existing or future intellectual property rights and related rights of the Contractor, or their licence providers, including but not limited to all author, patent, brand, and database rights with reference to the Contractor, brochures, or other material that belongs to or originates from the Contractor.

**13.2** The Contracting party shall acknowledge that, unless agreed otherwise in writing, the Contractor is or shall be the holder of all existing and future rights to intellectual property and related rights (as long as these do not belong to third parties) including but not limited to author, patent, brand, database, and neighbouring rights, that rest on or relate to all objects, materials, works, executions, etc, that the Contractor shall develop or have developed in the context of the (execution of) the Contract

and/or shall make available. The same applies to all ideas, performances, concepts, methods, etc. that the Contractor elaborates in the context of the Contract.

**13.3** The Contracting party is exclusively entitled to use the objects, materials, works, performances, ideas, proposals or methods set forth in articles 13.1 and 13.2 within the business of the Contracting party and only insofar as this use logically and reasonably corresponds with the relevant event/service/activity.

**13.4** Without the permission of the Contractor, no audio or visual recordings shall be made of any event/activity or of any Artist engaged in the context of the Contract. The Contracting party shall respect the rights of third parties to objects, materials, works, performances, ideas, proposals, concepts or methods used in the context of the execution of the contract at all times. Any licence fees relating to the (further) use of these objects, materials, works, performances, ideas, proposals, concepts or methods, including but not limited to claims by collection organisations such as BUMA/STEMRA and SENA are not included in the fee, unless explicitly agreed otherwise in writing, and shall be for the account of the Contracting party.

**13.5** Unless agreed otherwise in writing, the Contracting party shall not (undertake to) carry out any elaborated ideas, proposals,

concepts or methods of the Contractor or third parties relating to the (execution of the) Contract or the corresponding products or services supplied, outside the remit of the Contractor, or repeat these by means of an event/service/activity.

**13.6** The Contracting party shall indemnify the Contractor against any claims by third parties, of whatever nature in relation to any (alleged) violations of the rights set forth in articles 13.1 to 13.5 by the Contracting party, his employees, the third parties engaged by him, or visitors to or participants in the events/activities initiated by him.

**13.7** The provision of materials or works of whatever nature, in the context of the Contract, to the Contractor equates to the Contracting party giving the Contractor unconditional permission to use these materials and works in any way, insofar as this is required for the appropriate execution of the contract. The Contracting party guarantees that materials and works provided to the Contractor shall not violate any third party rights and indemnifies the Contractor against any claims of whatever nature, from third parties in this regard.

**13.8** The Contractor is entitled at all times to (further) exploit or otherwise use all of the ideas, proposals, concepts, methods, etc. that correspond with or arise from the Contract and the

products and services supplied in this context in any way. The Contractor retains the right at all times to use the products and services and the materials and works provided to the Contracting party for his own publicity, in the broadest sense of the word.

**13.9** The Contracting party, without the prior written permission of the Contractor, shall not register any intellectual property rights or domain names which in any way relate to the (execution of the) Contract or the products or services provided in this context, or the trading names, brands or (future) activities of the Contractor or businesses related to the Contractor.

#### **Article 14: Competition and errors**

**14.1** If other agencies similar to the Contractor are to participate in an event that has been (co) organised by the Contractor, the Contracting party must inform the Contractor of this in advance. This type of cooperation is only permitted after written consent has been provided by the Contractor. If these agencies nevertheless cooperate in an event as set forth above, without Contracting party receiving notification of this cooperation, the Contracting party shall owe the Contractor an immediately recoverable fine of EUR 15,000.

#### **Article 15: Processing personal data**

**15.1** If the Contractor processes personal data when executing the Agreement for the Client, the terms and conditions as set out below will apply in addition to the General Terms and Conditions of Sale.

**15.2** The definitions used in these terms and conditions will have the meaning as ascribed to them by the General Data Protection Regulation (to be referred to hereinafter as: GDPR) or as applied by the legal system.

**15.3** In processing personal data the Client will be regarded as controller, or if the Client processes the personal data for a third party, as processor. The Contractor will fulfil the role of processor or sub-processor (depending on the capacity of the Client in processing personal data).

#### **Article 16: Purposes of processing**

**16.1** The Contractor will only process personal data in the scope of the execution of the Agreement, plus those purposes that reasonably coincide with this or that have been determined with consent from the party involved.

**16.2** Under the Agreement the Contractor will process all personal data of all parties involved that are kept in the execution of the agreement, or else that are otherwise submitted to the Contractor for

processing. In case special personal data are processed, the Client must notify the Contractor of this in advance and Parties will then consult with each other to assess whether additional measures are required in this regard.

**16.3** The Contractor has no control over the purpose and the means for processing personal data. The Contractor will take no independent decisions regarding the receipt or the use of the personal data, the provision to third parties and the duration of the retention period.

**16.4** The Client guarantees to maintain a data processing register, in so far as required in the GDPR. The Client indemnifies the Contractor from all liabilities and claims in connection with the failure to comply or the failure to properly comply with this obligation to maintain a register.

#### **Article 17: Division of responsibilities**

**17.1** The Contractor will not be responsible for processing personal data, which will in any case include, but not be limited to the collection of the personal data by the Client, processing for purposes not reported to the Contractor by the Client, processing by third parties or for other purposes.

**17.2** The Client guarantees that the content, the use and the order to process personal data are not unlawful and do not violate any rights from third



parties. Business Clients indemnify the Contractor against all claims from third parties that arise from failure to comply with the aforementioned guarantee by the Client.

**17.3** The obligations of the Client that arise from these terms and conditions also apply to those who process personal data under authority of the Client, such as employees or third parties they engaged.

### **Article 18: Transfer of personal data**

**18.1** The Contractor processes personal data in countries within the European Economic Area. The Client will grant the Contractor permission for processing personal data in countries outside the European Economic Area with due observance of the laws and regulations that apply in this regard.

**18.2** Upon request, the Contractor will notify the Client to which country or countries the personal data are transferred.

### **Article 19: Engaging sub-processors**

**19.1** The Client grants the Contractor permission to engage sub-processors in the scope of the Agreement and the personal data processing included in these terms and conditions. Upon request, the Contractor will inform the Client about which sub-processors it engages.

**19.2** If the Contractor intends to

engage new sub-processors to process personal data, the Contractor will inform the Client of this in advance. The Client will subsequently have a period of two weeks to object to this intention in writing. If the Client does not object within the aforementioned period of two weeks, the Client will be to agree with this.

**19.3** The Client will not withhold its permission to engage other sub-processors on unreasonable grounds, while the Contractor will undertake to impose at least the same obligations on the sub-processor pertaining to the personal data processing as those agreed between the Client and the Contractor.

### **Article 20: Requests from parties involved**

**20.1** If a party involved directly addresses the Contractor with a request regarding his personal data, the Contractor will forward the request to the Client within a reasonable term. The Contractor may notify the party involved of this.

**20.2** The Contractor will respond directly to the party involved if the Contractor has a statutory obligation to do so, or if the Contractor has an independent responsibility in this regard under the GDPR.

**20.3** The Contractor will be entitled to charge the costs in connection with the response to requests from parties involved to the Client.

### **Article 21: Disputes**

**21.1.** If a dispute arises, either party may put the dispute before a court that is competent in relation to the nature thereof in the Contractor's place of residence; if this concerns a natural person who is not acting in the capacity of a profession, the latter may put the dispute before a civil court that is competent in relation to the nature thereof in the region that encompasses the place of residence of said natural person. Dutch law shall apply to all legal relationships between the Contractor and Contracting party, and to all processes carried out by the Contractor, including the signed contract.

### **Annex: electronic data traffic**

This annex is an integral component of the applicable general terms and conditions

### **Article 1: Email messages**

**1.1** An email message in the context of these general terms and conditions and all contracts shall be equal to a written statement.

**1.2** In the event of a dispute about email messages (not) being received, the Contractor's logfile data shall constitute compelling evidence.

**1.3** Email messages shall be considered to have been received if they are accessible to the other party; this is understood to include the moment that they reach the mailbox of the recipient.

## **Article 2: Telecommunications facilities**

**2.1** The party who operates telecommunication facilities is responsible for the choice thereof. If the Contractor operates telecommunications facilities, and if during transport of data, the data becomes damaged or there is a delay in sending, the Contractor shall be liable for the damage, without prejudice to other provisions from the general terms and conditions, and exclusively if and insofar as this damage can be recuperated from the relevant telecoms operator.

## **Article 3: Materials and digital information**

**3.1** All materials and digital information relating to the assignment and that is made available to the Contractor in this context, shall be handed to the Contracting party on first request, but only if the Contracting party has fulfilled all of its obligations vis a vis the Contractor. The costs for the data carriers required are the full responsibility of the Contracting party. The same goes for the Contracting party with respect to materials and digital information from the Contractor, if not agreed otherwise.

## **Article 4: Data and files**

**4.1** The Contractor shall make use of a statistical programme that registers how often the

Contractor's website is visited, via which links, etc. The Contractor uses 'cookies' for this purpose. These are small files that are downloaded to the Contracting party's computer when the Contracting party visits the Contractor's website. The data which is obtained by the Contractor in this way shall remain anonymous. If the Contracting party so wishes, the Contracting party can turn this function off:

Turning Cookies off in Internet Explorer:

- 1: Go to 'Start', then 'Settings', then to the configuration screen
- 2: Double-click on 'Internet options'
- 3: Click on the tab 'Security'
- 4: Use the mouse to move the slider to the top, under 'Security level'. Internet Explorer will no longer accept cookies. Old cookies can be deleted by the Contracting party by emptying file C: Windows\Temporary Internet files.

Turning cookies off in Firefox:

- 1: Go to 'Preferences', then 'Privacy'
  - 2: Tick the box 'Accept cookies from website'
  - 3: Under 'retain until', choose the option 'they expire'
- Close the preferences menu.

Turning cookies off in Chrome:

- 1: Select the Chrome menu pictogram
- 2: Select Settings

3: Select Advanced Settings at the bottom of the page.

4: Select Settings for content under 'Privacy'.

5: Select Prohibited Sites to set details

6: Select Done

**4.2** The Contractor hereby informs the Contracting party that they cannot prevent third parties registering details such as the frequency with which the Contracting party visits the Contractor's website, by name.

## **Article 5: Information via the Contractor's website**

**5.1** Information that the Contracting party encounters on the Contractor's website is compiled with the utmost care. The Contractor, however, cannot guarantee that the information on the site is always complete and accurate. The Contracting party, as a user, is responsible for his decisions and the corresponding actions taken on the basis of the information.

**5.2** Information on the Contractor's website shall be amended from time to time. This also applies to the general terms and conditions that apply to other services that are offered via the site. The amended conditions shall take effect as soon as they are published on the website.

**5.3** If the Contracting party identifies errors on the Contractor's website, the Contractor would very much

appreciate the Contracting party reporting this to the Contractor.

**5.4** The Contractor's website contains links to the websites of third parties. The Contractor selects these websites as carefully as possible. The Contractor cannot, however, be held responsible for the content and functioning of third party websites.

#### **Article 6: Creation of a contract**

**6.1** A contract that is organised and signed via the internet, between Contracting party and Contractor shall come into force when the Contracting party has received, via digital means, evidence of agreement from the Contractor.

#### **Changes to and location of general terms and conditions**

- 1.** These terms and conditions are lodged with the Chamber of Commerce in Amsterdam.
- 2.** International Orange, Colouring Brands & Events B.V. may modify these conditions. If these modifications are substantial, International Orange, Colouring Brands & Events B.V. shall issue new conditions to its clients. If the Contractor reports that he rejects the new terms and conditions, within two weeks, they shall not apply to the contract. In the absence of such a notification, the Contractor shall be considered to have accepted the new terms and conditions.