Terms and conditions of delivery:

1. All quotations are, unless explicitly stipulated otherwise, entirely without engagement.
2. The seller shall be obliged to entertain complaints for treatment only when they have been made in writing and have been addressed to the seller within 8 days of receipt of the goods.
   Complaints do not defer the payment obligations of the buyer. Material supplied may be returned to the seller only when seller has given its consent to this and provided the material supplied is undamaged, unused and in the original packaging and the risk and freight shall be for buyer's account.
   The seller shall be entitled when crediting subsequent to inspection to deduct from the invoice amount the damage estimated by the seller and also costs that it assesses in respect of administration, unpaid freight costs and the costs for return of the goods to the appropriate supplier of the seller.
3. The delivery time shall be adhered to as closely as possible without the buyer having any right to refuse the goods or to compensation for damages in the event that it is exceeded.
4. The goods supplied shall remain the property of Broadcast Partners, even when they have been processed or integrated into other goods, until payment has been made in full. The buyer shall therefore prior to payment not be entitled to pledge the goods to third parties or to transfer title, whether fiduciary or otherwise, to them.
5. The seller shall for the duration of the contract be entitled in the event of justified concern for non-payment by the buyer to require by registered letter surety for the timely payment of the goods.
6. When the seller is prevented by force majeure from executing the contract it shall be entitled, subject to notification hereof of the buyer, to withdraw from further execution of the contract. By force majeure shall be understood in this context any unforeseen circumstance by virtue of which the other party may not reasonably require normal execution of the contract.
7. The seller shall not be liable for features or quality of the goods supplied, nor for defects to them unless such defects can be demonstrated to be as a result of seller's fault or negligence, in which case the seller shall not be obligated to more or other than recovery of the goods and credit for the amount invoiced; the buyer shall, apart from that last stipulated, enjoy no other rights than those that it can apply directly against the manufacturer or supplier of seller pursuant to a warranty issued by that manufacturer or supplier for the goods supplied.
   If during the warranty period any repair or change is made to the goods supplied without the warrantor's prior written consent or when the buyer does not discharge its payment obligations on time, all warranty obligations shall expire immediately.
   The buyer may not refuse payment on the grounds of some warranty obligation that has not, not yet or not fully been met.
   The seller shall under no circumstances be liable for any industrial damage to persons or goods or for any other damage, however specified, direct or indirect, resulting from defects to or features of the goods supplied or for acts of negligence, for errors and omissions that persons in the seller's employ might commit and caused by whatever other circumstances.
   The buyer indemnifies the seller for any demand for compensation for damages with respect to any third party.
8. When the goods purchased are to be delivered after a period of more than 4 weeks from placing of the order, the buyer must pay immediately upon ordering an amount equal to 25% of the purchase price.
9. When two or more buyers buy jointly, each of them shall be jointly and severally liable for fulfilment of the contract concluded by them.
10. When the purchase price is not paid promptly on the day due for payment, the seller may, without any necessity for notice of default, claim its title to the goods immediately.
11. When buyer's order has been discharged only in part, the articles lacking shall be delivered as soon as possible thereafter and the goods already delivered must be paid in accordance with the instructions on the invoice.
12. The goods supplied must be paid within 14 days of invoice date. The account receivable shall be deemed after expiry of this period of 14 days to be legally in default, requiring therefore no warning or notice of default.
    After the payment date of the invoice the buyer shall be due over the entire invoice amount interest of 1½ % per month or portion thereof. In the event of default of payment on the part of buyer, both the court and out-of-court costs for collection of what the seller is due shall be for the buyer's account.
    Included in the out-of-court costs shall be collection costs amounting to 15% of the total amount with a minimum of Euro 75.-.
13. In the event of refusal to accept the goods offered or when the buyer cancels the order in whole or part or when the goods are recovered due to default of payment the buyer shall be immediately due a penalty of 25% of the amount invoiced and that without prejudice to seller's freedom to recover its damages.
14. Recommendations, instructions or operating instructions however stipulated in connection with application, processing, fitting etc. of the goods supplied shall be issued without engagement and without any liability whatever on the seller's part.
15. When and insofar as these terms and conditions make no provision the terms and conditions of our supplier shall apply with equal force to our contracts with our buyers. In the event of divergences or contradictions between our terms and conditions and those of our suppliers our terms and conditions shall take precedence.
16. All disputes that may arise due to this contract or further contracts arising from it shall to the exclusion of all other institutions be subjected to the judgement of the qualified court in Middelburg, the Netherlands. Dutch law shall apply even in connection with foreign customers. In the event of a dispute the original Dutch text as lodged with the Registry shall take precedence over this English translation.

Terms and conditions of delivery as lodged and registered in the Registry of the District Court of Middelburg, the Netherlands under No. 93/1980.