

Broadcast Partners' web shop terms and conditions

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General Provisions

Article 1 - Definitions

1. Capitalised terms used in this Agreement, such as those defined below, shall have the meaning given to them there. A defined term has the same meaning in the plural as in the singular, as is also the case vice versa, unless otherwise apparent from the context in which a defined term is used.
2. In these terms and conditions, the following definitions shall apply:
 1. **Ancillary Contract:** a contract under which the Customer acquires products, Digital Content and/or services in connection with a Distance Contract and these items, Digital Content and/or services are provided by Broadcast Partners or by a third party based on an arrangement between that third party and Broadcast Partners;
 2. **Withdrawal period:** the period within which the Consumer can make use of his right of withdrawal;
 3. **Broadcast Partners:** the legal entity offering products, (access to) Digital Content and/or services remotely to Customer;
 4. **Consumer:** the natural person not acting for purposes related to his trade, business, craft or profession;
 5. **Day:** calendar day;
 6. **Digital content:** data produced and delivered in digital form;
 7. **Long-term contract:** a contract that provides for the regular delivery of goods, Digital Content and/or services during a specified period;
 8. **Durable data carrier:** any device - including e-mail - that enables the Customer or Broadcast Partners to store information addressed to him personally in a way that allows future consultation or use for a period of time appropriate to the purpose for which the information is intended, and that allows unaltered reproduction of the stored information;
 9. **Right of withdrawal:** the Consumer's option to waive the Distance Contract within the Reflection Period;
 10. **Customer:** Consumer or Business Contractor who enters into the Distance Contract with Broadcast Partners
 11. **Model withdrawal form:** the European model withdrawal form set out in Annex I to these terms and conditions. Annex I need not be made available if the Consumer does not have a right of withdrawal in respect of his order;
 12. **Distance contract:** a contract concluded between Broadcast Partners and the Customer within the framework of an organised system for distance selling of products, Digital content and/or services, whereby until and including the conclusion of the contract, exclusive or joint use is made of one or more techniques for distance communication. Technology for distance communication means a means that can be used for the conclusion of a contract, without the Customer and Broadcast Partners having to meet in the same room at the same time;
 13. **Business Contractor:** the natural or legal person acting for purposes related to his trade, business, craft or profession. A natural or legal person who finances his activities for the benefit of which he enters into a Distance Contract to a limited extent from business income, such as advertising revenue, qualifies as a Business Contractor;

Article 2 - Identity of Broadcast Partners

Broadcast Technology B.V., trading as 'Broadcast Partners'

Branch & visiting address:
Axelsestraat 58
4537 AL Terneuzen, The Netherlands

Phone number Netherlands: (+31) (0)115 683555
Reachable: during office hours
E-mail: via verkoop@broadcastpartners.nl

Chamber of Commerce number: 75484560
Dutch VAT identification number: NL8602.98.966.B.01

Article 3 - Applicability

1. These Terms and Conditions apply to every offer made by Broadcast Partners and to every distance contract concluded between Broadcast Partners and the Customer.
2. Before the conclusion of the distance contract, the text of these General Terms and Conditions will be made available to the Customer. If this is not reasonably possible, Broadcast Partners will, prior to the conclusion of the Contract at a distance, indicate in which way these General Terms and Conditions can be inspected at Broadcast Partners and that they will be sent to the Customer, free of charge, as soon as possible upon request.
3. If the Distance Contract is concluded electronically, in deviation from the previous paragraph and before the Distance Contract is concluded, the text of these general terms and conditions may be made available to the Customer electronically in such a way that it can be easily stored by the Customer on a Durable Data Carrier. If this is not reasonably possible, prior to the conclusion of the Distance Contract, it will be indicated where these general terms and conditions can be inspected electronically and that they will be sent electronically or otherwise free of charge at the Customer's request.
4. In case specific product or service terms and conditions apply in addition to these general terms and conditions, the second and third paragraphs shall apply mutatis mutandis and the Consumer may always rely on the applicable provision that is most favourable to him in case of conflicting terms and conditions.
5. For these general terms and conditions, the 'General Provisions' apply with respect to each Customer, except to the extent that the wording of (part of) a provision indicates that (part of) a provision applies specifically to the Consumer or to the Business Contractor, in which case that is so, that the "Consumer Provisions" shall apply in respect of the Consumer to the exclusion of the Business Contractor and that the "Business Contractor Provisions" shall apply in respect of the Business Contractor to the exclusion of the Consumer.
6. If, and to the extent that, a provision in the 'Consumer Provisions' and the 'General Provisions' on the same subject deviate from each other, the relevant provision in the 'Consumer Provisions' shall prevail. If and insofar as a provision in the 'Business Contractor Provisions' and the 'General Provisions' on the same subject deviate from each other, the relevant provision in the 'Business Contractor Provisions' shall prevail.
7. Should it be established that a provision of these general terms and conditions or the agreement of which these general terms and conditions form a part is (partly) non-binding, the other provisions will remain in full force and the Parties will consult with each other to provide for the subject of the provision that is (partly) non-binding. The Parties will then enter into an arrangement that is as close as possible to the content and intention of the (partly) non-binding provision.

Article 4 - The offer

1. Any offer made by Broadcast Partners is valid for the time period stated therein. An offer in which no validity period is mentioned is without obligation. In case of an offer without engagement, Broadcast Partners has the right to revoke this offer within 2 business days after receipt of the acceptance thereof.
2. If an offer has a limited period of validity or is made subject to conditions, this will be expressly stated in the offer.
3. The offer contains a complete and accurate description of the products, Digital Content and/or services offered. The description is sufficiently detailed to allow a proper assessment of the offer by the Customer. If Broadcast Partners uses images, these are intended to be a truthful representation of the offered products. Obvious mistakes or errors in the offer do not bind Broadcast Partners.
4. Models and examples of the documents shown and/or provided, statements of functionalities, capacities, dimensions as well as other descriptions in brochures, promotional material and/or on the website of Broadcast Partners are as accurate as possible, but are for indicative purposes only. The Customer cannot derive any rights from these.
5. Provided models and samples remain the property of Broadcast Partners and must be returned to Broadcast Partners upon first request at the Customer's expense.
6. Each offer contains such information that the rights and obligations attached to the acceptance of the offer are clear to the Customer.

Article 5 - The agreement

1. Subject to the provisions of paragraph 4, the distance contract is concluded at the moment the Customer accepts the offer and fulfils the conditions stipulated thereby.
2. If the Customer has accepted the offer electronically, Broadcast Partners will immediately confirm receipt of acceptance of the offer electronically. As long as the receipt of this acceptance has not been confirmed by Broadcast Partners to the Consumer, the Consumer may terminate the Distance Contract.
3. If the Contract is concluded electronically, Broadcast Partners will take appropriate technical and organisational measures to protect the electronic transfer of data and will provide a secure web environment. If the Customer can pay electronically, Broadcast Partners will take appropriate security measures.
4. Broadcast Partners may - within legal frameworks - inform the Customer of his ability to fulfill his payment obligations, as well as of all those facts and factors that are important for a responsible conclusion of the Distance Contract. If, based on this investigation, Broadcast Partners has good grounds not to enter into the Distance Contract, Broadcast Partners has the right to refuse an order or application, or to attach special conditions to its execution, while giving reasons.
5. Broadcast Partners will include the following information, in writing or in such a way that it can be stored by the Customer in an accessible way on a Durable Data Carrier, at the latest upon delivery of the product, Digital Content or service or to the Customer:
 - a. the visiting address of the branch of Broadcast Partners to which the Customer can address complaints;
 - b. the conditions under which and the manner in which the Consumer may exercise the Right of Withdrawal, or a clear indication of the exclusion of the Right of Withdrawal;
 - c. the information on warranties and existing after-sales service;
 - d. the price including all taxes of the product, Digital Content or service; where applicable, the cost of delivery; and the method of payment, delivery or performance of the Distance Contract;
 - e. the requirements for terminating the distance contract if it has a duration of more than one year or is of indefinite duration;
 - f. if the Consumer has a right of withdrawal, the Model withdrawal form.

6. In the case of a long-term transaction, the provisions of the previous paragraph apply only to the first delivery.

Article 6 - The price

1. During the validity period stated in the offer, the prices of the products and/or services offered will not be increased, except for price changes due to changes in VAT rates or other government-imposed levies.
2. Notwithstanding the previous paragraph, Broadcast Partners may offer products or services whose prices are subject to fluctuations in the financial market and over which Broadcast Partners has no influence, with variable prices. These fluctuations and the fact that any prices mentioned are target prices will be mentioned in the offer.
3. Price increases within three months of the conclusion of the agreement are only allowed if they result from legal regulations or provisions.
4. Price increases from three months after the conclusion of the contract are only allowed if Broadcast Partners has stipulated it and:
 - a. they result from statutory regulations or provisions; or
 - b. the Consumer is authorised to terminate the agreement with effect from the Day on which the price increase takes effect.
5. A compound offer does not oblige Broadcast Partners to supply part of the offered performance at a corresponding part of the price or rate.
6. If the offer is based on information provided by the Customer and this information turns out to be incorrect or incomplete, or changes afterwards, Broadcast Partners has the right to adjust the prices, rates and/or delivery terms.
7. The offer, prices and/or rates do not automatically apply to repeat orders or follow-up orders.
8. For continuing contracts, the agreed fee shall be indexed on 1 January each year based on the consumer price index all households (CPI). The modified prices are calculated according to the formula: the modified price is equal to the price in force on the modification date, multiplied by the index figure of the calendar month lying four calendar months before the calendar month in which the price is modified, divided by the index figure of the calendar month lying sixteen (16) months before the calendar month in which the price is modified. The annual indexation of the fee shall never be less than +1%.

Article 7 - Compliance with the agreement and (additional) warranty

1. Broadcast Partners guarantees that the products, Digital Content and/or services comply with the contract, the specifications mentioned in the offer, the reasonable requirements of soundness and/or usability and the legal provisions and/or government regulations existing at the date of conclusion of the contract. If agreed, Broadcast Partners also guarantees that the product is suitable for other than normal use.
2. An additional warranty provided by Broadcast Partners, its supplier, manufacturer or importer shall never limit the legal rights and claims that the Consumer may assert against Broadcast Partners on the basis of the contract, if Broadcast Partners has failed to fulfil its part of the contract.
3. Additional warranty means any undertaking by Broadcast Partners, its supplier, importer or manufacturer in which it grants the Customer certain rights or claims beyond what the Customer is legally obliged to do in case of failure to fulfil its part of the contract.
4. If the products, Digital Content and/or services supplied by Broadcast Partners are covered by an (additional) warranty issued by the manufacturer or supplier thereof, it is up to the Customer to invoke this (additional) warranty vis-à-vis the manufacturer or supplier, whereby Broadcast Partners will make every effort to assist the Customer in making a successful appeal to this (additional) warranty.

5. If the purpose/destination for which the Customer wishes to process, assimilate or use the products, Digital Content and/or services differs from the usual purpose/destination of these products, Digital Content and/or services, Broadcast Partners only guarantees that these products, Digital Content and/or services are suitable for this purpose/destination if it has confirmed this to the Customer in writing.
6. No claim under the guarantee shall be possible as long as the Customer has not yet paid the price agreed for the products, Digital Content and/or services and/or the fee agreed for the work.
7. In case of a justified appeal to the warranty towards Broadcast Partners, Broadcast Partners will - at her choice - either repair or replace the products and/or Digital Content free of charge, or perform the services correctly, or reimburse or give a discount on the agreed price. If any additional damage occurs, the provisions of the liability article included in these Terms & Conditions apply.

Article 8 - Delivery and execution

1. Broadcast Partners will take the utmost care in receiving and executing orders for products and in assessing requests for the provision of services.
2. The place of delivery is the address that the Customer has made known to Broadcast Partners, unless otherwise agreed upon.
3. Subject to what has been stated in these General Terms and Conditions, Broadcast Partners will execute accepted orders expeditiously but at the latest within 30 Days, unless another delivery term has been agreed upon.
 - For the Consumer, if the delivery is delayed, or if an order cannot or can only be partially carried out, the Consumer will be informed about this no later than 30 Days after the order was placed. In such cases, the Consumer has the right to dissolve the contract without cost. After such dissolution, Broadcast Partners will promptly refund the amount paid by the Consumer.
 - For the Business Contractor, if Broadcast Partners fails to deliver the agreed performance or fails to do so in time, the Business Contractor must be notified of this in writing, whereby the Business Contractor must be granted a reasonable term to fulfil the delivery obligations, before the Business Contractor is entitled to dissolve the contract.
4. The risk of damage and/or loss of products rests with Broadcast Partners until the moment of delivery to the Customer or a representative designated in advance and made known to Broadcast Partners, unless expressly agreed otherwise.

Article 9 - Maintenance

1. If a maintenance contract has been entered into between the parties for the delivered products, Digital Content and/or services, the Customer shall report any defects, faults, etc. to Broadcast Partners in accordance with the procedures laid down herein or Broadcast Partners' usual procedures. Upon receipt of a report, Broadcast Partners will repair the defects or remedy the breakdowns to the best of her ability.
2. In case the parties have agreed on a periodic fee for the maintenance contract, repairs will be made free of charge. However, Broadcast Partners may charge the costs of the (repair) work separately in case of user errors by the Customer, other causes not attributable to Broadcast Partners, or if the products or Digital Content or the result of the provided services have been or are modified or maintained by others than Broadcast Partners.

Article 10 - Complaints procedure

1. Complaints regarding the delivered goods must be reported to Broadcast Partners in writing immediately after discovery - but at the latest within the agreed warranty period. All consequences of not

immediately reporting are at the Customer's risk. If no explicit warranty period has been agreed upon, a period of 2 months after delivery will apply.

2. Prior to the provisions of the preceding paragraph, the Business Contractor is obliged to check the delivered products immediately upon receipt and to report any visible defects, errors, imperfections, defects, damages and/or deviations from what the parties have agreed upon in writing to Broadcast Partners within 24 hours after receipt of the products.
3. All complaints regarding services provided must be reported to Broadcast Partners in writing immediately after discovery, but no later than two months after delivery of the work and/or services. All consequences of not immediately reporting are at the Customer's risk.
4. If a complaint has not been reported to Broadcast Partners within the periods specified in the preceding paragraphs, the items are deemed to have been received in good condition and to comply with the contract, and the services provided are deemed to have been performed or delivered in accordance with the contract.
5. The Customer must enable Broadcast Partners to investigate the complaint and in this context provide Broadcast Partners with all information relevant to the complaint.
6. No complaints are possible about items that have changed in nature and/or composition or have been fully or partially processed after receipt by the Customer.

Article 11 - Bankruptcy, disposition, etc.

1. Broadcast Partners always has the right to terminate the contract without further notice of default by a written statement to the Customer at the time the Customer:
 - (a) is declared bankrupt or a petition for its bankruptcy has been filed;
 - (b) applies for (provisional) suspension of payments;
 - (c) is affected by foreclosure;
 - (d) is placed under guardianship or administration;
 - (e) otherwise loses the power of disposal or legal capacity in respect of his assets or parts thereof.
2. The Customer must always inform the trustee or administrator of the (contents of the) agreement and these general terms and conditions.

Article 12 - Disputes

1. Contracts between Broadcast Partners and the Customer to which these General Terms and Conditions apply are governed by Dutch law, to the exclusion of the Vienna Sales Convention (CISG). Notwithstanding this choice of law, the Consumer is entitled to the protection afforded by the mandatory law of the country of residence.
2. Any disputes with respect to the Contract to which these General Terms and Conditions relate will be submitted in first instance to and settled by the competent court in Amsterdam, the Netherlands, whereby for the Consumer, to the extent such a dispute arises from the standards of consumer protection, the Consumer may, at his option, submit such dispute either to the competent court in Amsterdam, the Netherlands, or to the competent court in the EU country where the Consumer resides. Broadcast Partners always retains the right to submit any dispute regarding the Contract to which these General Terms and Conditions relate to the competent court in the place where the Customer is established or resides.

Provisions for Consumers

Article 13 - Right of withdrawal

By products:

1. The Consumer may dissolve a contract relating to the purchase of a product during a Reflection Period of 14 Days without giving reasons. Broadcast Partners may ask the Consumer for the reason for withdrawal, but may not oblige the Consumer to provide his reason(s).
2. The Reflection Period mentioned in paragraph 1 starts on the Day after the Consumer, or a third party designated in advance by the Consumer, who is not the carrier, has received the product, or:
 - a. if the Consumer has ordered multiple products in the same order: the Day on which the Consumer, or a third party designated by him, has received the last product. Broadcast Partners may, provided it has clearly informed the Consumer of this prior to the ordering process, refuse an order of multiple products with different delivery times.
 - b. if the delivery of a product consists of several shipments or parts: the Day on which the Consumer, or a third party designated by him, received the last shipment or part;
 - c. for agreements for regular delivery of products during a certain period: the Day on which the Consumer, or a third party designated by him, received the first product.

For services and Digital Content not delivered on a tangible medium:

3. The Consumer may cancel a service contract and a contract for delivery of Digital Content not delivered on a material carrier for 14 Days without giving reasons. Broadcast Partners may ask the Consumer for the reason for withdrawal, but may not oblige the Consumer to provide his reason(s).
4. The Reflection Period mentioned in paragraph 3 starts on the Day following the conclusion of the agreement.

Extended Withdrawal Period for products, services and Digital Content not delivered on a tangible medium in case of failure to inform about Right of Withdrawal:

5. If Broadcast Partners has not provided the Consumer with the legally required information on the Right of Withdrawal or the Model Form for Withdrawal, the Withdrawal Period expires twelve months after the end of the original Withdrawal Period determined in accordance with the previous paragraphs of this article.
6. If Broadcast Partners has provided the information referred to in the preceding paragraph to the Consumer within 12 months after the effective date of the original Refund Period, the Refund Period expires 14 Days after the Day on which the Consumer received that information.

Article 14 - Obligations of the Consumer during the Reflection Period

1. During the Reflection Period, the Consumer will handle the product and its packaging with care. He will only unpack or use the product to the extent necessary to establish the nature, characteristics and operation of the product. The basic principle here is that the Consumer may only handle and inspect the product as he would be allowed to do in a shop.
2. The Consumer is only liable for depreciation of the product resulting from a way of handling the product that goes beyond what is allowed in paragraph 1.
3. The Consumer is not liable for depreciation of the product if Broadcast Partners did not provide him with all legally required information on the Right of Withdrawal before or at the conclusion of the contract.

Article 15 - Exercise of the Right of Withdrawal by the Consumer and costs thereof

1. If the Consumer exercises his/her Right of Withdrawal, he/she shall notify Broadcast Partners within the Withdrawal Period by means of the Model Withdrawal Form or in another unambiguous manner.
2. As soon as possible, but within 14 Days from the Day following the notification referred to in paragraph 1, the Consumer returns the product, or hands it over to (an authorised representative of) Broadcast Partners. This is not required if Broadcast Partners has offered to collect the product itself. The Consumer has in any case complied with the return period if he returns the product before the End Date has expired.
3. The Consumer will return the product with all delivered accessories, if reasonably possible in its original condition and packaging, and in accordance with the reasonable and clear instructions provided by Broadcast Partners.
4. The risk and burden of proof for the correct and timely exercise of the Right of Withdrawal lies with the Consumer.
5. The Consumer bears the direct costs of returning the product. If Broadcast Partners has not notified the Consumer that the Consumer must bear these costs or if Broadcast Partners indicates to bear the costs itself, the Consumer does not have to bear the costs for return shipment.
6. If the Consumer revokes after having first expressly requested that the provision of the service start during the Withdrawal Period, the Consumer shall owe Broadcast Partners an amount proportionate to that part of the commitment fulfilled by Broadcast Partners at the time of revocation, compared to the full fulfilment of the commitment.
7. The Consumer does not bear any costs for the performance of services if:
 - a. Broadcast Partners has not provided the Consumer with the legally required information on the Right of Withdrawal, cost reimbursement for withdrawal or the Model withdrawal form; or
 - b. the Consumer has not expressly requested the commencement of the performance of the service during the Reflection Period.
8. The Consumer shall not bear any costs for the delivery, in full or in part, of Digital Content not delivered on a tangible medium, if:
 - a. he has not expressly agreed, prior to its delivery, to the start of the performance of the contract before the end of the Reflection Period;
 - b. he has not acknowledged losing his right of withdrawal when giving his consent; or
 - c. Broadcast Partners failed to confirm this statement by the Consumer.
9. If the Consumer exercises his Right of Withdrawal, all Ancillary Agreements are terminated by operation of law.

Article 16 - Obligations of Broadcast Partners in case of revocation

1. If Broadcast Partners enables the notification of revocation by the Consumer by electronic means, it will send an acknowledgement of receipt without delay upon receipt of this notification.
2. Broadcast Partners will refund all payments made by the Consumer, including any delivery costs charged by Broadcast Partners for the returned product, without delay, but within 14 Days following the Day on which the Consumer notifies Broadcast Partners of the withdrawal. Unless Broadcast Partners offers to pick up the product itself, Broadcast Partners may wait with refunding until it has received the product or until the Consumer proves that he has returned the product, whichever is earlier.
3. Broadcast Partners will use the same means of payment used by the Consumer for reimbursement, unless the Consumer agrees to another method. The refund is free of charge for the Consumer.
4. If the Consumer has chosen a more expensive method of delivery than the cheapest standard delivery, Broadcast Partners does not have to refund the additional costs for the more expensive method.

Article 17 - Exclusion of the right of withdrawal

Broadcast Partners may exclude the following products and services from the Withdrawal Right, but only if Broadcast Partners has clearly mentioned this with the offer, or at least in good time before the conclusion of the Distance Contract:

1. Products or services whose price is subject to fluctuations in the financial market over which Broadcast Partners has no control and which may occur within the withdrawal period;
2. Service agreements, after full performance of the service, but only if:
 - a. performance has begun with the Consumer's express prior consent; and
 - b. the Consumer has stated that he loses his Right of Withdrawal once Broadcast Partners has fully performed the Distance Contract;
3. Products manufactured according to Consumer specifications, which are not prefabricated and are manufactured on the basis of an individual choice or decision by the Consumer, or are clearly intended for a specific person;
4. Products which, after delivery, are by their nature irrevocably mixed with other products;
5. Sealed audio, video recordings and computer software, the seal of which has been broken after delivery;
6. The provision of Digital Content other than on a tangible medium, but only if:
 - a. performance has begun with the Consumer's express prior consent; and
 - b. the Consumer has declared that he thereby loses his right of withdrawal.

Article 18 - Duration transactions: duration, termination and renewal

Termination:

1. The Consumer may terminate an agreement entered into for an indefinite period of time and which extends to the regular delivery of products or services, at any time, subject to agreed termination rules and a maximum notice period of one month.
2. The Consumer may terminate an agreement entered into for a definite period, which extends to the regular delivery of products or services, at any time towards the end of the definite period, subject to agreed termination rules and a notice period of one month.
3. The Consumer may enter into the agreements mentioned in the previous paragraphs:
 - a. terminate at any time and not be limited to termination at a particular time or period;
 - b. at least terminate them in the same manner as they were entered into by him;
 - c. always terminate with the same notice period as Broadcast Partners has stipulated for itself.

Extension:

4. An agreement entered into for a definite period of time which provides for the regular delivery of products, Digital Content or services may not be tacitly extended or renewed for a definite period of time.
5. A fixed-term contract that has been concluded for the regular supply of products or services may only be tacitly renewed for an indefinite period if the Consumer may terminate it at any time with a notice period of no more than one month.

Duration:

6. If a contract has a duration of more than one year, after one year the Consumer may terminate the contract at any time with a notice period not exceeding one month, unless reasonableness and fairness oppose termination before the end of the agreed duration.

Article 19 - Payment

1. Unless otherwise provided for in the agreement or additional terms and conditions, the amounts owed by the Consumer must be paid within 14 Days after the start of the Reflection Period, or, in the absence of a Reflection Period, within 14 Days after the conclusion of the agreement. In the case of an agreement to provide a service, this period starts on the Day after the Consumer has received the confirmation of the agreement.
2. When selling products to Consumers, General Terms and Conditions may never oblige the Consumer to make an advance payment of more than 50%. When advance payment is stipulated, the Consumer may not assert any rights regarding the execution of the order or service(s) in question before the stipulated advance payment has been made.
3. The Consumer has the duty to immediately report inaccuracies in payment details provided or mentioned to Broadcast Partners.
4. If the Customer does not timely fulfill his payment obligations, the Customer, after being made aware of the late payment by Broadcast Partners and after having been granted a term of 14 Days by Broadcast Partners to fulfill the payment obligations, will owe the legal interest on the amount due, and Broadcast Partners has the right to charge the Customer for any extra-judicial collection costs incurred. These collection costs will amount to a maximum of: 15% over outstanding amounts up to € 2,500; 10% over the next € 2,500 and 5% over the next € 5,000, with a minimum of € 40. Broadcast Partners may deviate from these amounts and percentages in favour of the Consumer.

Article 20 - Additional or different provisions

Additional provisions or provisions deviating from these general terms and conditions may not be to the detriment of the Consumer and must be recorded in writing or in such a way that they can be stored by the Consumer in an accessible manner on a Durable Data Carrier.

Provisions for Business Contractors

Article 21 - The price and payment

1. The prices and rates mentioned in an offer, price or rate list are exclusive of VAT and other levies imposed or to be imposed by the government and exclusive of any costs, such as shipping costs, travel expenses, administration costs and invoices of third parties engaged, unless stated otherwise.
2. Insofar as not stipulated otherwise in the agreement or additional terms and conditions, the amounts due by the Business Contractor must be paid within the payment term stated in the invoice. If the invoice does not state a payment term, a payment term of 14 days after the invoice date shall apply, failing which the Business Contractor shall be in default by operation of law. The correctness of an invoice is thereby established if the Business Contractor has not objected within this payment term.
3. If an invoice has not been paid in full after the expiry of the term referred to in the previous paragraph or if no direct debit has been possible, the Business Contractor will owe Broadcast Partners the statutory commercial interest from the date of default. Parts of a month will be counted as full months for this purpose.
4. If payment is still (partly) lacking after a demand for payment by Broadcast Partners, Broadcast Partners has the right to charge the Business Contractor extrajudicial collection costs amounting to 15% of the

outstanding sum, with a minimum of € 150,00. If Broadcast Partners, after having been notified to do so, starts legal proceedings to collect the amounts due by the Business Contractor under the contract, and if the court upholds Broadcast Partners' claim for (most of) the principal sum, the Business Contractor shall, in addition to the principal sum, interest and extra-judicial collection costs due, also be required to pay all actual legal costs (i.e. not only the liquidated costs) related to the relevant proceedings.

5. If payment is not made in full by the Business Contractor, Broadcast Partners has the right, without further notice of default, to dissolve the Contract by written declaration, or to suspend its obligations under the Contract, until the Business Contractor has paid or provided adequate security for payment. Broadcast Partners also has the right to suspend the Contract if, even before the Business Contractor is in default of payment, Broadcast Partners has good reason to doubt the creditworthiness of the Business Contractor.
6. Payments made by the Business Contractor will first be deducted by Broadcast Partners from all interest and costs due and subsequently from the longest outstanding payable invoices.
7. The Business Contractor is not entitled to suspend any payment and may not offset the claims of Broadcast Partners against any counterclaims that he has or claims to have against Broadcast Partners. This also applies if the Business Contractor applies for (provisional) suspension of payments or is declared bankrupt.
8. In case of a continuing performance contract, if payment has not been made in full, Broadcast Partners will give written notice of default to the Business Contractor, granting the Business Contractor a reasonable term in which to make payment. If payment is not made within this reasonable period and the delay in payment amounts to two months or more, Broadcast Partners has the right, upon notification of this to the Business Contractor, to suspend the provision of services until payment has been made in full or adequate security has been provided for this purpose, or to dissolve the contract by written notice, without any liability or right on the part of Broadcast Partners to pay any compensation for the consequences of exercising this right. All damages suffered by Broadcast Partners as a result as well as the costs of reconnection or reactivation of the service are for the account of the Business Contractor.

Article 22 - Retention of title

1. Broadcast Partners retains ownership of all products and Digital Content delivered and to be delivered pursuant to the contract until such time as the Business Contractor has fulfilled all his payment obligations to Broadcast Partners.
2. The payment obligations referred to in the previous paragraph consist of the payment of the purchase price of the products and/or Digital Content plus claims due to work performed in connection with the delivery and claims due to the Business Contractor's attributable failure to fulfil its obligations, such as claims to pay damages, extrajudicial collection costs, interest and any penalties.
3. As long as the delivered goods are subject to retention of title, the Business Contractor may not pledge the products and/or Digital Content in any way or place the goods under the (de facto) control of a financier through pledging.
4. The Business Contractor must immediately inform Broadcast Partners in writing if third parties claim ownership or other rights to the products and/or Digital Content subject to a retention of title.
5. The Business Contractor must store the products and/or Digital Content carefully and as identifiable property of Broadcast Partners for as long as they are subject to the retention of title.
6. The Business Contractor must arrange business or household insurance such that the products and/or Digital Content delivered under retention of title are co-insured at all times and will allow Broadcast Partners to inspect the insurance policy and corresponding premium payment receipts upon first request.

7. If the Business Contractor acts in violation of the provisions of this article or Broadcast Partners invokes the retention of title, Broadcast Partners and its employees have the irrevocable right to enter the premises of the Business Contractor and take back the products and/or Digital Content supplied under retention of title. This is without prejudice to Broadcast Partners' right to compensation for damages, lost profits and interest, and the right to dissolve the Contract without further notice of default, by written declaration.

Article 23 - Cancellation, suspension

1. If the Business Contractor wishes to terminate (i.e. cancel) the Contract prior to or during its execution, he shall be liable to Broadcast Partners for damages to be determined by Broadcast Partners. Such compensation for damages shall include all costs incurred by Broadcast Partners and its losses due to the termination including lost profits, any savings due to the termination may be deducted from such compensation for damages. Broadcast Partners has the right to fix the damages and - at her choice and depending on the work or deliveries already performed - charge the Business Contractor 20 to 50% of the agreed price.
2. The Business Contractor shall be liable to third parties for the consequences of the cancellation and shall indemnify Broadcast Partners for any resulting claims by such third parties.
3. Broadcast Partners has the right to set off all amounts paid by the Business Contractor against any compensation due by the Business Contractor.
4. If the performance of the Contract is suspended at the request of the Business Contractor, the remuneration for all work performed and costs incurred at that time shall be immediately due and payable and Broadcast Partners may charge these to the Business Contractor. Furthermore, Broadcast Partners may charge the Business Contractor for all costs incurred or to be incurred during the suspension period as well as for hours already reserved for the suspension period.
5. If performance of the Contract cannot be resumed after the agreed suspension period, Broadcast Partners has the right to dissolve the Contract by a written declaration to the Business Contractor. If performance of the Contract is resumed after the agreed suspension period, the Business Contractor must reimburse Broadcast Partners for any costs resulting from such resumption.

Article 24 - cancelling the distance contract after a product has been delivered

1. The Business Contractor does not have the right of withdrawal. The Business Contractor may dissolve a contract relating to the purchase of a product within 14 Days from the Day on which the contract was concluded, without giving reasons, and Broadcast Partners will then take delivery of the returned product at the conditions mentioned in this article.
2. The period of 14 Days mentioned in paragraph 1 starts on the Day after the Business Contractor, or a third party designated in advance by the Business Contractor, who is not the carrier, has received the product, or:
 - a. if the delivery of a product consists of several shipments or parts: the Day on which the Business Contractor, or a third party designated by him, received the last shipment or part;
 - b. for agreements for regular delivery of products during a specific period: the Day on which the Business Contractor, or a third party designated by him, received the first product.
3. During the period of 14 Days mentioned in paragraph 1, the Business Contractor shall handle the product and its packaging with care. He shall only unpack or use the Product to the extent necessary to establish the nature, characteristics and functioning of the Product. The starting point here is that the Business Contractor may only handle and inspect the product as he would be allowed to do in a shop. The Business

Contractor shall be liable for any diminution in the value of the Product resulting from handling the Product in a manner that goes beyond that intended.

4. If the Business Contractor exercises his right to dissolve the contract as referred to in paragraph 1, he shall notify Broadcast Partners in an unambiguous manner within the period of 14 Days mentioned in paragraph 1.
5. As soon as possible, but within 14 Days from the Day following the Day the Business Contractor has exercised his right to cancel the contract, the Business Contractor shall return the product, or hand it over to (an authorised representative of) Broadcast Partners.
6. The Business Contractor shall return the product with all delivered accessories, if reasonably possible in its original condition and packaging, and in accordance with the instructions provided by Broadcast Partners.
7. The risk and burden of proof for the correct and timely exercise of the right to rescind the agreement as referred to in paragraph 1 lies with the Business Contractor.
8. If the Business Contractor exercises the right to terminate the agreement referred to in paragraph 1, the Business Contractor shall bear the following costs:
 - a. The costs involved in delivering the product to the Business Contractor;
 - b. The restocking fee, intended to cover part of the incurred handling costs of the cancelled contract and the returned product, amounting to 25% of the product price provided the product has been received back with all delivered accessories, as far as reasonably possible in original condition and packaging, and in accordance with the reasonable and clear instructions provided by Broadcast Partners. If the product has not been so returned, in which case Broadcast Partners' records will be decisive in determining whether such has been met, Broadcast Partners is entitled to charge a higher percentage of the product price for restocking costs, at Broadcast Partners' sole discretion; and
 - c. The costs involved in returning the product to Broadcast Partners.
9. Broadcast Partners will pay what the Business Contractor is owed on account of a contract dissolved by him in accordance with the provisions of this article and returned product within 30 Days following the Day on which the product is received back by Broadcast Partners to an account specified by the Business Contractor.

Article 25 - Complaint investigation

1. If investigation of the complaint requires return of the case, or if it is necessary for Broadcast Partners to come on site to investigate the complaint, this will take place at the expense of the Business Contractor, unless the complaint is subsequently found to be justified.

Article 26 - Force majeure

1. In case of force majeure on the part of the Business Contractor or Broadcast Partners, Broadcast Partners has the right to dissolve the contract by written declaration to the Business Contractor or to suspend the fulfilment of its obligations towards the Business Contractor for a reasonable period of time without being liable for any compensation.
2. For the purposes of these General Terms and Conditions, force majeure on the part of Broadcast Partners is understood to mean: a non-attributable failure on the part of Broadcast Partners, third parties or suppliers hired by Broadcast Partners, or other serious reasons on the part of Broadcast Partners.
3. Circumstances that constitute force majeure on the part of Broadcast Partners include: war, riots, mobilisation, domestic and foreign riots, government measures, pandemics, strikes within the

organisation of Broadcast Partners and/or of the Business Contractor or threat of such, etc. circumstances, disruption of currency exchange rates existing at the time of entering into the Contract, business interruptions due to fire, burglary, sabotage, failure of electricity, internet or telephone connections, natural phenomena, (natural) disasters, pandemics, etc. as well as transport difficulties and delivery problems caused by weather conditions, road blocks, accidents, import and export inhibiting measures, etc.

4. If the force majeure situation occurs when the contract has already been partly fulfilled, the Business Contractor must in any case fulfil his obligations to Broadcast Partners up to that moment.

Article 27 - Liability

1. Beyond the results or quality requirements explicitly agreed upon or guaranteed by Broadcast Partners, Broadcast Partners is not liable for any damage resulting from products, Digital Content and/or services provided by Broadcast Partners.
Notwithstanding the provisions of the previous paragraph, Broadcast Partners is only liable for direct damages. Any liability of Broadcast Partners for consequential damages, such as trading loss, loss of profits and/or losses incurred and/or delay damages, is expressly excluded.
3. The Business Contractor must take all measures necessary to prevent or limit the damage.
4. If Broadcast Partners is liable for damages suffered by the Business Contractor, Broadcast Partners' liability for compensation is always limited to the amount paid by her insurer in the case in question. If the insurer does not pay out or if the damages are not covered by any insurance taken out by Broadcast Partners, the liability of Broadcast Partners for compensation is limited to a maximum amount equal to the amount that the Business Contractor owes Broadcast Partners per year because of the delivered product, Digital Content or service, or the underlying end-of-contract.
5. The Business Contractor must take Broadcast Partners to court no later than 6 months after he has become aware or could have become aware of the damage suffered by him.
6. If Broadcast Partners has to perform its work or deliveries based on documents provided by or on behalf of the Business Contractor, Broadcast Partners is not responsible for the content, accuracy and completeness of these documents.
7. If the Business Contractor provides materials and/or parts for further processing or assembly, Broadcast Partners is responsible for proper processing or assembly respectively, but not for the soundness of the materials or parts themselves.
8. Broadcast Partners shall never be liable for damage to the work as a result of work or deliveries carried out by or on behalf of the Business Contractor.
9. Broadcast Partners is not liable and the Business Contractor cannot invoke the applicable warranty if the damage occurred:
 - a) by incompetent use or use contrary to the intended purpose of the supplied product or the instructions, advice, directions for use, etc. provided by or on behalf of Broadcast Partners;
 - b) due to improper custody (storage) or maintenance of the items;
 - (c) due to errors or omissions in the information or materials provided or prescribed to Broadcast Partners by or on behalf of the Business Contractor;
 - d) by directions or instructions given by or on behalf of the Business Contractor;
 - e) by the Business Contractor making or implementing business (policy) decisions whether or not based on the documents provided by Broadcast Partners. The Business Contractor always remains responsible for its own decisions;
 - (f) as a result of the Business Contractor's choice differing from what Broadcast Partners advised and/or is customary;
 - g) by the choice made by the Business Contractor regarding the items to be delivered;

- h) because repairs or other work or operations have been carried out on the delivered goods by or on behalf of the Business Contractor without Broadcast Partners' express prior consent.
- 10. In the cases listed in the previous paragraph, the Business Contractor is fully liable for all resulting damages and expressly indemnifies Broadcast Partners for all claims by third parties for compensation of such damages.
- 11. The limitations of liability included in this article do not apply if the damage can be attributed to intent and/or conscious recklessness of Broadcast Partners or its executive management or if mandatory legal provisions oppose this. Only in these cases will Broadcast Partners indemnify the Business Contractor for any claims by third parties against the Business Contractor.

Annex I - Model withdrawal form

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

To Broadcast Partners
Axelsestraat 58
4537 AL Terneuzen, The Netherlands

I/We (*) hereby inform you that I/we (*) have signed our agreement concerning the sale of
revoke/revoke the following goods/delivery of the following service (*):

Ordered on (*)/Received on (*):

Name(s) of consumer(s):

Consumer address(es):

Signature of consumer(s):
(only when this form is submitted on paper)

Date:

() Delete what does not apply.*