

General Purchase Conditions of National Opera & Ballet Foundation, located at Waterlooplein 22 in Amsterdam

I. DEFINITIONS

Article 1. Definitions

- 1.1 In these general purchase conditions, the following terms will be defined as follows:
- a. General Conditions: these general purchase conditions of NO&B;
 - b. NO&B: National Opera & Ballet Foundation, located at Waterlooplein 22 in Amsterdam;
 - c. Contractor: the party that supplies goods to NO&B, performs services for NO&B or has agreed to such with NO&B, and also the party from whom NO&B has commissioned an assignment of another nature.
 - d. NO&B Instructions: the instructions given by NO&B and all internal rules and regulations to which NO&B employees and Contractors deployed to work on NO&B sites are subject.
 - e. Agreement: all agreements between NO&B and Contractor concerning the procurement of goods and/or services by NO&B from Contractor, in addition to all other related (legal) actions and activities.
 - f. Parties: NO&B and Contractor.

II. APPLICATION

Article 2. Application

- 2.1 These General Conditions apply to all requests for tenders, quotes, legal actions, assignments and/or agreements regarding the procurement of goods, services and contracts in respect of which NO&B acts within the scope of its business operations.
- 2.2 Amendments to the General Conditions are exclusively applicable if and in so far as these are expressly agreed upon in writing by Parties. Applicability of any delivery conditions of Contractor is expressly denied.
- 2.3 Notices based on the General Conditions will always be given in writing.

III PERFORMANCE OF THE AGREEMENT

Article 3. Effectuation of the agreement

- 3.1 An Agreement or other legal action on the part of NO&B may exclusively be concluded by persons authorised to do so. Such authorised persons for NO&B are registered with the Trade Register of the Chamber of Commerce and furthermore based on expressly granted proxies. Contractor may request a list of authorised persons from the Financial Director of NO&B.
- 3.2 All quotes requested by NO&B are non-binding and are valid for a period of at least 60 days from the date of issue.

Article 4. Delivery and transport

- 4.1 Delivery shall take place at the place and time agreed by Parties, in accordance with Incoterms 2010 DDP (Delivery Duty Paid) and carriage paid.
- 4.2 Goods must be packaged in accordance with the legal requirements for packaging, contain accompanying resources and documentation and be secured in such a manner that pending regular shipping, these will reach their destination in good condition. Contractor will arrange adequate insurance in favour of NO&B against reasonably foreseeable risks during shipping (also see article 21). Packaging must be taken back by Contractor.

- 4.3 Contractor is obliged to stock parts relating to delivered goods for the duration of their regular lifespan and the statutory and where applicable, contractually agreed, period of subsequent delivery of these goods.
- 4.4 The agreed delivery date is a final date. Should Contractor fail to meet the contractual delivery date through no fault of NO&B, Contractor shall be held in default without further notice of default, and NO&B is entitled to cancel the order without further financial obligations.
- 4.5 The date of delivery is defined as the day upon which the goods are first tendered for delivery to NO&B at the agreed address.

Article 5. Property and risk

- 5.1 Ownership of a good and/or rights regarding certain goods will be transferred to NO&B upon delivery or payment of these goods: first fulfilment of either action (i.e. delivery or payment) shall determine the moment of transfer. The risk related to the good shall be transferred to NO&B upon delivery of the good to NO&B.
- 5.2 Upon incorporation of materials of NO&B into goods of the Contractor which are transferred to NO&B, this constitutes a new good, ownership of which belongs to NO&B.
- 5.3 Should NO&B make available to Contractor materials such as raw materials, auxiliary materials, tools, equipment, drawings, specifications and software to facilitate fulfilment of his obligations, these materials shall remain the property of NO&B, and/or NO&B shall remain legally entitled to these materials. Contractor shall store these separately from items that are his own property or the property of third parties. Contractor shall mark these as the property of NO&B at his own expense and risk, preserve their good condition and insure these goods against all risks, for as long as Contractor acts as holder of these auxiliary materials.
- 5.4 Contractor hereby waives all rights and authorities pursuant to the right of retention and the right to advertising.

Article 6. Orders

- 6.1 If a written order is placed by NO&B without a prior underlying tender or quotation from Contractor, the Agreement shall be concluded in the event that the agreed goods or services are delivered within 14 days of the date of the order, or upon receipt of an order confirmation that is fully consistent with the order.
- 6.2 In the event of deviations between the order and the order confirmation, the Contractor shall deliberate with NO&B. Without express approval from NO&B, the deviating confirmation order shall not lead to an Agreement.
- 6.3 In the event that neither an order confirmation has been received nor deliberation has taken place within 14 working days of placing the order, NO&B retains the right to place its order elsewhere. The original order will subsequently expire, without any financial obligations on the part of NO&B.

Article 7. Guarantee

- 7.1 Contractor guarantees that the deliverable goods and where applicable, their installation, and all (further) services:
- a. shall correspond with the quantity, description and quality stipulated in the Agreement;
 - b. shall be manufactured with and/or delivered by means of sound materials and in accordance

- with the statutory requirements and further government regulations, in addition to all safety, quality and environmental requirements commonly observed within the sector, as applicable at the time of delivery.
- c. shall be suitable for the purpose for which they are intended;
 - d. are ready for use;
 - e. shall in all respects be equal to the samples or models supplied by Contractor and be in accordance with all other specifications provided.
 - f. shall not (partially) be manufactured or carried out with the involvement of child labour and/or any form of discrimination; and
 - g. shall not be (partially) manufactured or carried out with materials and/or preparations prohibited by or under the terms of the law.
- 7.2 NO&B must notify Contractor in writing of any goods or outcomes of services that do not meet the requirements specified in the agreement within 60 days of discovery of such defects or non-compliance. Should Contractor receive such notification from NO&B, Contractor shall, to his expense, remedy the defect or non-compliance within three weeks, unless NO&B prefers to terminate the agreement in accordance with the stipulations of article 17 of this Agreement (dissolution).
- 7.3 The guarantee entails inter alia that all defects arising or discovered during the guarantee period shall be fully remedied or replaced within three weeks by comparable products and/or outcomes by Contractor upon first written request thereto by NO&B.
- 7.4 The 24-month guarantee period shall start on the day of delivery, unless otherwise stated in the Agreement.
- 7.5 The service period of a delivered / completed system/installation or part thereof is no less than 12 months, starting on the date of delivery/ completion, unless otherwise stated in the Agreement.

Article 8 Service quality

- 8.1 Contractor shall complete the assigned activities independently and under his own responsibility to a satisfactory result, in due observance of the regulations on working conditions, safety and the environment.
- 8.2 The outcomes of the services performed by Contractor must meet the agreed specifications/qualifications.
- 8.3 Contractor shall ensure that his employees meet and shall continue to meet the professional competencies and experience level required for the successful performance of the Agreement.
- 8.4 Contractor shall comply fully with the agreed terms and shall notify NO&B immediately of any (imminent) delays.
- 8.5 Upon first request from NO&B, Contractor shall provide a work progress report.
- 8.6 Contractor indemnifies NO&B against liability to third parties caused by Contractor's non-fulfilment of obligations towards NO&B pursuant to the Agreement or the Law.

Article 9. Contractor employees

- 9.1 Contractor shall at all times be entitled to temporarily or permanently replace employees employed on site for purposes of the performance of the Agreement, subject to the condition that the replacement employees(s) shall possess the same specialist knowledge and shall have at least the same levels of expertise, training and experience as the employee(s) that are to be replaced, and that the

replacement shall have no (financial) or other negative consequences for NO&B.

- 9.2 Upon first such request by NO&B, Contractor shall provide a list stating the surname, first name(s), address, place of residence, date and place of birth, tax and social security number of the employee(s) employed or to be employed on location for the performance of the Agreement.
- 9.3 At any time, Contractor shall upon first such request from NO&B provide an excerpt of statements regarding his payment history with social security agencies and the tax authorities for deployed personnel. NO&B is authorised to impose further conditions on Contractor regarding the fulfilment of tax and social security payments in general, including in all events the condition that Contractor will provide regular reports of his sound payment history with social security agencies and the tax authority.
- 9.4 Upon entering NO&B locations, Contractor's employees will be obliged to provide proof of identity.
- 9.5 A body search policy is in force at NO&B locations, in accordance with which the employees of the NO&B Reception are authorised to search Contractor's employees and Contractor's employees agree to such searches.
- 9.6 Contractor's employees deployed to an NO&B location must be familiar with NO&B Instructions and applicable company rules and regulations.
- 9.7 NO&B is authorised to refuse Contractor employees in the event of - to the judgement of NO&B - insufficient performance and/or misconduct with respect to e.g. NO&B Instructions or applicable company rules and regulations.

Article 10 Sustainable enterprise

- 10.1 Contractor is aware that NO&B wishes to limit the environmental impact of its business operations. Contractor declares that he shall undertake to limit the environmental impact caused by his delivered goods and/or services as much as possible, including the use of materials and products that are less harmful to the environment.
- 10.2 Contractor shall notify NO&B in writing, upon submitting his offer and prior to the first delivery, of any use of materials or products that are known to be (potentially) hazardous to the environment or humans, either on their own or when used in combination with other materials/products. Under all such circumstances, NO&B is entitled to cancel placed orders.

Article 11. Testing, control, trials

- 11.1 NO&B is authorised to test (or submit for testing) delivered goods, either before, during and after delivery and is authorised to be present during testing.
- 11.2 If NO&B rejects the deliverable good or outcome of a service, Contractor, without prejudice to any other right or claim which NO&B may have, is obliged forthwith to submit at his own expense and risk the missing or repaired or replacement good/outcome for re-inspection. In that event the provisions of this article 11 shall remain fully applicable. Rejection by NO&B following a first/previous inspection does not lead to extension of the agreed delivery date.
- 11.3 Should Contractor fail to take back the rejected good within 10 working days of the date of written notification, NO&B retains the right to return the good to Contractor at Contractor's expense and is entitled to crediting of any invoiced goods or services within 14 days of cancellation of the Agreement.

Article 12. Amendments

- 12.1 NO&B is authorised to amend the scope and/or nature of the Agreement in consultation with the Contractor. Amendments will be agreed upon in writing by persons authorised to do so.
- 12.2 In the event that, according to Contractor, an amendment affects the agreed price and/or performance times or delivery dates, Contractor shall, prior to reaching an agreement on the amendment, inform NO&B in writing of such effects within 8 working days following notification of the desired amendment.
- 12.3 Should NO&B consider the effect on price or delivery date unreasonable in relation to the nature and scope of the desired amendment, NO&B is entitled to rescind the desired amendment.

Article 13. Additional work and/or Contract reductions

- 13.1 The term 'additional work' in this article also extends to supplemental activities.
- 13.2 If additional requests from NO&B lead to a demonstrable increase in or extension of the tasks Contractor is held to perform under the terms of the Agreement, this shall constitute additional work for which additional payment may be due. In the event that Contractor believes that additional work is constituted, he shall notify NO&B forthwith in writing. Additional work does not encompass additional activities that Contractor could have or should have been able to foresee upon entering into the Agreement.
- 13.3 Prior to undertaking additional work, Contractor shall submit a written quote with respect to the anticipated scope of the additional work and the associated costs and other relevant aspects. Contractor shall not begin the additional work without receipt of prior written approval from NO&B.
- 13.4 In the quote for additional work, Contractor shall not define any additional or stricter conditions than those defined in the original Agreement.
- 13.5 Unless agreed otherwise in writing, contract reductions shall lead to a reduction of the payment due by NO&B to Contractor, pro rata to the reduction in activities and further cost savings for Contractor.

IV FINANCIAL PROVISIONS

Article 14. Price

- 14.1 Prices/rates do not include Dutch VAT and include all costs related to fulfilment of the obligations of Contractor (including travel expenses, travel times, transport expenses and import duties).
- 14.2 In the event of a fixed price, invoicing by Contractor shall take place in accordance with the stipulations of the Agreement.
- 14.3 In the event of retrospective settlement based on actual costs, Contractor shall provide sufficient specification of the agreed costs. Upon first request by NO&B, Contractor shall include with the invoices statements of the number of worked and billable hours set off against the estimated workable hours. In the event of a deviation of 10%, either more or less, Contractor shall provide the reason for this deviation and any measures for the correction thereof.
- 14.4 Contractor shall provide specifications of incurred costs necessary to the performance of the Agreement, in addition to further documentation substantiating the invoices, including agreed rate overviews.
- 14.5 Any additional work shall be invoiced separately by Contractor after completion of the additional work, without prejudice to the provisions of article 13. The

nature and scope of the additional work performed shall be expressly stated on the invoices and specified by means of original documentation.

- 14.6 The prices/rates specified in the Agreement are valid for the duration of the Agreement, unless otherwise agreed. Increases in rates shall take place no more than once a year, but not within one year of signing the Agreement.
- 14.7 In the event of a rate increase the percentage increase shall be no higher than the monthly percentage increase in the negotiated wages index in the preceding 12 months including exceptional benefits as published by Statistics Netherlands.
- 14.8 Employee promotions within the organisation of Contractor during the course of the Agreement (e.g. internal promotion) shall not affect the rates for that Agreement.

Article 15. Payment, suspension and settlement

- 15.1 Contractor shall send his invoices by email (facturen@operaballet.nl) to the Finance Department of NO&B. Invoices shall comply with the statutory requirements for invoices.
- 15.2 NO&B will exclusively accept invoices referencing a purchase order number.
- 15.3 NO&B shall pay the invoice amounts due to Contractor within 30 days of receipt of the invoice.
- 15.4 NO&B is entitled to suspend payment in full or in part in the event of failure by Contractor to fulfil the obligations pursuant to the Agreement until such time as Contractor has fulfilled all claimable obligations pursuant to the Agreement. Contractor is not entitled to suspend fulfilment of any obligation pursuant to the Agreement or the General Conditions.
- 15.5 NO&B is at all times entitled to reduce the amount of an invoice or other claims from Contractor by amounts owed by Contractor to NO&B in any capacity. Contractor is not entitled to settle any claims from NO&B with claims that Contractor may have on NO&B, in any capacity.
- 15.6 NO&B is not held to fulfil payment of amounts in excess of the amount agreed upon in the Agreement, unless Contractor has provided NO&B with timely notification of the (potential) excess cost and the anticipated excess amounts, has provided a written explanation of the excess and has received subsequent written approval from NO&B regarding payment of the excess costs.
- 15.7 Prior to fulfilling payment, in addition to or instead of transfer of ownership, NO&B is entitled to request from Contractor an unconditional and irrevocable bank or corporate guarantee, issued by a bank or company that is acceptable to NO&B as a security for Contractor's fulfilment of his obligations.
- 15.8 Payments made by NO&B shall in no way be construed as a waiver of its rights.

Article 16. Professional audit

- 16.1 In the event of uncertainty concerning the accuracy of one or more invoices, NO&B is entitled to appoint a professional expert to execute an audit concerning the validity of this/these invoice(s). Contractor shall allow the auditor in question to inspect the accounts and records and shall provide all data and information the auditor requests. The audit will be confidential and will extend no further than necessary in order to verify the invoices. The auditor will report the findings to both parties as soon as possible.
- 16.2 NO&B is entitled to suspension of payment pending the audit. NO&B shall invoke this right only in the event that he has due cause to question the accuracy of the invoice amount concerned.

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- 16.3 The expenses for the audit will be for the expense of NO&B, unless the audit demonstrates that the invoice amount are incorrect, in which case the expenses for the audit will be payable by Contractor.
- 16.4 An audit shall in no way release Contractor from his contractual obligations.

V FAILURE TO COMPLY, DISSOLUTION, TERMINATION

Article 17. Dissolution, termination

- 17.1 Without providing prior notice of default and without further judicial intervention, NO&B is entitled to dissolve the Agreement either in full or in part and with immediate effect by means of a written statement and without the obligation of NO&B to pay any form of compensation (for damages) and without prejudice to the further rights of NO&B in the following circumstances:
- Contractor fails to fulfil his obligation(s) pursuant to the Agreement and/or these General Conditions; or
 - Contractor applies for (provisional) moratorium of is granted a (provisional) moratorium; or
 - Contractor applies for bankruptcy or is declared bankrupt, discontinues his business operations, a substantial portion of Contractor's assets is seized, or if any other circumstances deem the Contractor unable to fulfil his obligations pursuant to the Agreement.
- 17.2 In the event of dissolution or termination as a result of non-compliance or non-fulfilment by Contractor, Contractor shall owe NO&B, pursuant to the law and without prior notice of default, compensation amounting to 30% of the agreed price, without prejudice to the right of NO&B to, at its prerogative, claim a higher compensation for damages in the event of NO&B suffering actual higher damages.
- 17.3 In the event that this Agreement is terminated by NO&B, Contractor, without prejudice to his obligation of payment of compensation for damages to NO&B, must surrender to NO&B all data, documentation and/or materials in his possession necessary to the performance of the Agreement, in addition to all other goods necessary to the further performance of the agreed duties and tasks by NO&B or third parties.
- 17.4 Obligations that by their nature are intended to remain in force after termination of the Agreement, shall remain valid and applicable after the termination or dissolution of the Agreement. These obligations include but are not limited to: transfer of intellectual property rights and indemnification against infringement on intellectual property rights of third parties (article 23), confidentiality (article 20), dispute resolution, applicable law and election of address for service (article 25).
- 17.5 In the event that the Agreement is dissolved, the Contractor shall refund to NO&B the payments fulfilled by NO&B for incompletely/inaccurately delivered goods and services, plus the statutory interest on the amount calculated from the date on which payment was fulfilled. In the event of partial dissolution of the Agreement, this refund obligation shall apply to payments regarding the dissolved portion of the Agreement.

Article 18. Force majeure

- 18.1 If either party fails to fulfil its obligations pursuant to this Agreement for a period in excess of 30 days due to force majeure, the other party shall be entitled to terminate or dissolve the Agreement by means of a registered letter, such with immediate effect, without

judicial intervention and without further entitlements to compensation.

- 18.2 The following circumstances shall never constitute force majeure: staff shortages, employee illness, shortage of raw materials, transportation issues, breach or non-fulfilment of obligations attributable to Contractor, interruptions to production/manufacture and liquidity or solvency problems on the part of the Contractor.

Article 19. Liability

- 19.1 A party shall be liable for the damage that the other party, including his subordinates or agents, has suffered or may suffer as a result of or related to the other party's failure to fulfill his obligations pursuant to the Agreement.
- 19.2 Each party shall indemnify the other party against all claims by third parties in connection with damage caused by or in connection with a breach, violation or failure to fulfil as stipulated under article 19 sub 1.

VI MISCELLANEOUS

Article 20. Confidentiality and security

- 20.1 Contractor shall not make mention of the Agreement in publications or advertisements and shall not use the name of NO&B as a reference without the written consent of NO&B.
- 20.2 Both parties shall observe strict confidentiality with respect to all information concerning each other's organisation. Contractor shall furthermore observe strict confidentiality concerning all confidential information of which he is aware regarding NO&B and/or the business relations of NO&B. All information and information carriers to which he has access will not be made available to any third party and will exclusively be made available to his employees and agents where this is necessary to the performance of the agreed tasks and duties.
- 20.3 Parties shall impose the obligations concerning confidentiality on their employees and/or third parties enlisted by them for the performance of the Agreement.
- 20.4 In the event that Contractor acts in breach of this provision this shall incur a penalty payable to NO&B that is not subject to any moderation or settlement, to the amount of EUR 1,500 per violation. This penalty is payable without prejudice to the other rights of NO&B, such as the prerogative to claim additional or full compensation of damages.
- 20.5 The provisions of this article do not infringe on the rights and obligations pursuant to the Dutch Public Access Act (Wet Openbaarheid van Bestuur).

Article 21. Insurance

- 21.1 Contractor shall hold insurance for the duration of the Agreement against all risks that may reasonably be anticipated during the performance of the Agreement.
- 21.2 Contractor shall in any event be insured against the following risks:
- Personal injury to staff of NO&B or third parties, in addition to damage to works of art belonging to NO&B or third parties, including damage caused by shipment of goods (Business liability insurance/ civil liability insurance);
 - Damage due to professional errors (Professional indemnity insurance);
- 21.3 Upon such request, Contractor shall immediately present to NO&B the policy/policies and proof of premium payment(s). The insurance premiums in

question shall be deemed to be included in the agreed prices and rates.

- 21.4 Contractor undertakes to cede or pledge to NO&B, upon first such request and to the prerogative of NO&B, all claims to insurance pay-outs, as referenced in article 21.2 in so far as these relate to damage for which Contractor is liable to NO&B pursuant to the Agreement.
- 21.5 Insurance pay-outs paid directly to NO&B by the insurance company shall be deducted from the total damages payable by Contractor to NO&B, such with respect to the insured incident.
- 21.6 Contractor shall immediately notify NO&B in writing of all relevant incidents regarding the insurance referenced in this article, e.g. pay-outs within an insurance year that may affect future pay-outs to NO&B.

Article 22. Transfer of rights and obligations

- 22.1 Contractor is not entitled to transfer the rights and obligations pursuant to the Agreement to any third party (as stipulated in article 3:83 sub 2 Dutch Civil Code and/or article 6:159 Dutch Civil Code), unless NO&B specific consent is granted by NO&B in writing. NO&B is entitled to attach further conditions to its consent.
- 22.2 Should Contractor wish to enlist the services of third parties for the performance of the Agreement, he shall only be entitled to do so following the explicit written consent from NO&B. With respect to the consent as referenced in this paragraph, NO&B is entitled to attach further conditions and/or impose time restrictions.
- 22.3 Consent granted by NO&B shall not affect the responsibility and the liability of Contractor with respect to fulfilment of its obligations.

Article 23. Intellectual property rights

- 23.1 Intellectual property rights, including but not limited to copyrights, rights to trade names, trademarks and designs, database rights and patent rights which may be exercised with regard to the goods transferred or (outcomes of the) services rendered, lie solely with NO&B. These rights shall be transferred by the Contractor to NO&B pursuant to the General Conditions and/or the order confirmation. To the extent that the transfer of such rights requires a subsequent deed, Contractor shall, upon first request, sign such a deed and shall perform all acts to ensure that the intellectual property rights are transferred to NO&B and, where relevant, such rights are registered in the name of NO&B. Contractor is not entitled to any further compensation for the transfer of the rights referred to in this article.
- 23.2 Contractor guarantees that upon transfer the above-mentioned intellectual property rights are unencumbered and not subject to attachments, that Contractor is independently authorised to such transfer and that use of the intellectual property rights in addition to the use - including the resale - of the delivered goods and/or resources shall not entail infringement on the (intellectual) (property) rights of any third party. The indemnification referred to in clause 19.2 applies to this guarantee.
- 23.3 In so far as the law allows, Contractor waives all personality rights to the transferred goods or outcomes of services as referred to in this article, and/or will no longer exercise these rights.
- 23.4 If and in so far as the transfer of the intellectual property right as referenced in the first paragraph of this article is not possible, Contractor grants NO&B a perpetual, irrevocable, global licence to perform any

act whatsoever in respect of the transferred goods or outcomes of services referred to herein, including the right to transfer this licence and to grant sub-licences.

Article 24. Unauthorised payment and compensation

- 24.1 Neither party shall present payments or gifts to employees of the other party. More specifically, neither party shall induce employees of the other party to perform work, make commitments, etc. in return for any form of reward or gift to that employee, without which payment or gift the work or commitment would not have been effectuated, or would have been effectuated under different conditions.
- 24.2 In the event that (employees) of one party violate the stipulations of the previous paragraph 24.1, the other party shall incur a penalty of €750 per violation, not subject to any moderation or compensation, which penalty shall be due and payable immediately, without the requirement for prior notice of default or claim. This penalty shall not affect the further rights of the other party, including the optional right to claim and receive full or additional compensation.

25. Disputes and applicable law

- 25.1 All disputes between parties related to the Agreement will exclusively be brought before the competent District Court in Amsterdam, unless the parties shall at such time agree upon arbitration or a binding opinion.
- 25.2 The Agreement is subject to Dutch law. The applicability of the Vienna Convention is expressly denied.