

1 – APPLICABILITY

1.1 Unless otherwise expressly agreed by the parties in writing, these General Purchase Conditions are applicable to all enquiries and offers by third parties (hereinafter: “the supplier”) to Mojo Concerts B.V. (hereinafter: “Mojo”), and all instructions to and agreements and contracts with the supplier relating to the purchase, lease, rent or loan (for use) of goods or provision of services from the supplier.

1.2 General terms and conditions of the supplier are hereby expressly excluded, unless Mojo has expressly accepted these terms in writing. In the latter case the validity and applicability of the General Purchase Conditions of Mojo will not be affected.

1.3 Mojo is at all times authorized to unilaterally alter these General Purchase Conditions.

2 – OFFERS, PURCHASE ORDERS AND THE CONCLUSION OF CONTRACTS

2.1 All offers of the supplier shall be made in writing and will remain valid and binding for a minimum period of one (1) week after reception by Mojo of the said offer.

2.2 Any costs incurred with respect to the drafting of offers are borne by the supplier.

2.3 A binding contract shall be formed if and when Mojo has expressly given a written instruction to the supplier or has accepted a purchase offer in writing, followed by a written confirmation of the supplier. Notwithstanding the foregoing, Mojo is authorized, at its discretion, to give the supplier an oral instruction.

2.4 Alterations in the confirmation of the supplier will only lead to a binding contract after Mojo has expressly accepted the alterations in writing. Payments made and the receipt of goods or services

by Mojo does not imply approval of the said alterations.

3 – INFORMATION PROVISION

3.1 The supplier is obliged to immediately and fully provide Mojo with (i) all requested data, information and documentation and (ii) all other data, information and documentation that may be relevant to assess any offer by the supplier or may be relevant to prepare or execute a contract. Mojo will assess the supplier's offer based on the said information and may decide to enter into a contract with supplier.

If, after the formation of an contract, the data, information and/or documents supplied by the other party prove to be incomplete or incorrect, the other party will be in default *ipso jure* and Mojo will be entitled - at its own discretion - to dissolve the agreement with immediate effect and without judicial intervention, or to terminate or suspend its own obligations, without Mojo being obliged to compensate the other party for any damage or otherwise.

ARTICLE 4 – PERFORMANCE

4.1 Delivery shall be made Delivery Duty Paid, following the most recent Incoterms® rules. All goods shall be delivered and all services shall be performed by supplier no later than at the agreed date and time and at the agreed place within the agreed term. If supplier fails to deliver or perform as contracted, then supplier shall be in default *de jure* and shall be liable for all damages resulting from the default.

4.2 Mojo is never obliged to inspect delivered goods upon reception or first operation.

4.3 In case Mojo purchases goods from the supplier, the full and unencumbered ownership rights of the goods shall be

transferred to Mojo upon delivery.

5 – PERMITS, STANDARDS, GUIDELINES AND DIRECTIONS

5.1 The supplier warrants that the supplier and all goods and services provided by supplier to Mojo comply with all (governmental) requirements, standards and guidelines.

5.2 If the services of the supplier consist of designing, building, supplying, hiring/renting out or otherwise making use of tents and/or other temporary covers and roofs, supplier warrants to Mojo that – without prejudice to article 5.1 – supplier shall fully comply with the Conditions for Tents that have been handed to supplier. As far as the services of the supplier consist of designing, building, supplying, hiring/renting out or otherwise making use of temporary constructions (not being tents and/or other covers and roofs), supplier warrants to Mojo that – without prejudice to article 5.1 – supplier shall fully comply with the Conditions for Temporary Constructions that have been handed to supplier.

5.3 The supplier warrants to Mojo that it has obtained all permits that are necessary for the execution of the contract. The supplier shall, if so requested, immediately submit to Mojo for inspection all said permits (and attached regulations) or copies thereof.

5.4 The supplier fully indemnifies Mojo against all governmental penalties or fines and all damages suffered as a result of supplier's incorrect or noncompliance with any law, permit regulation or any other governmental requirement, restriction, standard or guideline.

5.5 The supplier is obligated vis-à-vis Mojo to immediately follow all reasonable directions of Mojo in connection with the performance of the agreement,

including directions and regulations as referred to in article 5.2. Mojo is entitled to designate so-called preferred suppliers that the other party shall use/hire in the supply of products or services to Mojo

5.6 The supplier warrants to Mojo that – without prejudice to article 5.1 – the supplier and all its personnel or any other by the supplier hired contractor shall at all times act according to and comply with all obligations arising from the applicable law and regulations, including but not limited to the Working Conditions Act (*Arbowet*), the Working Hours Act (*Arbeidstijdenwet*), the Aliens Employment Act (*Wet arbeid vreemdelingen* (*Wav*)), the Compulsory Identification Act (*Wet op de Identificatieplicht* (*WID*)) and industry specific regulations and guidelines. The supplier guarantees that all taxes and/or premiums regarding the employed or provided personnel are completely fulfilled and the supplier indemnifies Mojo against all claims. Mojo will never be regarded the employer or the commissioning authority of any and all personnel or contractors of the supplier.

5.7 The supplier is fully liable for and fully indemnifies Mojo against all penalties and/or fines following any breach found by The Netherlands Labour Authority (*Nederlandse Arbeidsinspectie*) or any other authority. Aforementioned penalties and fines will immediately be charged on to the supplier.

5.8 The supplier is obliged to immediately comply with all reasonable directions from Mojo in relation to supplier's performance under the contract.

6 – WARRANTY, MAINTENANCE

6.1 The supplier warrants that all goods and services provided

by supplier to Mojo are free of defects and errors and suitable for the intended use by Mojo, and the supplier is liable towards Mojo for all direct and indirect damages that are a result of such defects. Notwithstanding any other right of Mojo, the supplier shall upon Mojo's first request immediately repair any defect and Mojo shall be entitled to suspend its contractual obligations until the repair is completed.

6.2 The supplier fully indemnifies Mojo of any and all claims of third parties that are a direct or indirect result of any defect to the goods or services provided by supplier. The supplier also fully indemnifies Mojo of all claims of third parties who claim to have any title or interest in goods or services provided by the supplier. The supplier warrants that Mojo can make use of the goods and services without any limitation or restriction.

6.3 The supplier shall, upon Mojo's first request, perform maintenance on the goods delivered, to the extent, during the term and at a fee, as is customary in the relevant industry, or on the basis of an agreement concluded between the supplier and Mojo for this purpose.

7 - LIABILITY

7.1 The supplier is well-informed about the industry-specific working conditions, including the conditions specific to (outdoor) festival terrains and large or vast production locations, and takes this and the therewith related risks of loss, damage or theft of goods into account when executing the contract. The supplier shall take out adequate insurance against these risks.

7.2 The supplier is liable and responsible for (theft, damage and loss of) items, including damage inflicted by visitors, artists or other suppliers present at Mojo's event, until

such items have been sold and delivered to Mojo by the other party or leased and made available and accepted by Mojo. **7.3** Mojo is liable only for direct damage as a result of theft, damage and loss of items that are leased by Mojo or have been taken on loan from the supplier, if they have been made available to Mojo by the supplier, and if the damage is the direct result of an error on the part of Mojo that can in no way be attributed to the supplier. Beyond this, Mojo is only liable for damage that is the result of intentional or deliberately reckless acts by (the managers of) Mojo. This does not include intentional or deliberately reckless acts by subordinates or auxiliary persons of Mojo.

7.4 Mojo is not liable to the supplier for any damage resulting from a force majeure situation as mentioned in article 10.

7.5 Insofar as Mojo may be liable to the supplier on any grounds whatsoever for the loss directly suffered by the supplier, such liability shall at all times be limited to the lowest value of (i) the invoice for the agreed performance or (ii) the amount that would be paid out under Mojo's legal liability insurance.

7.6 'loss directly suffered' as referred to in this article 7 means exclusively:

(i) the reasonable costs that the supplier would have to incur to make Mojo's performance conform to the agreement. This damage, however, shall not be compensated if the supplier has dissolved the agreement;

(ii) reasonable costs incurred to determine the cause and extent of the damage, to the extent that such determination relates to direct damage as defined in these conditions;

(iii) reasonable costs incurred to prevent or limit damage, to the extent that the supplier demonstrates that these costs led to a limitation of the direct

damage within the meaning of these terms and conditions.

7.7 Mojo shall never be liable for any damage indirectly suffered by the supplier, including consequential damage, loss of profit, lost savings and damage due to business interruption, except for damage that is the result of intentional or deliberately reckless actions by (the managers of) Mojo. This does not include intentional or knowingly reckless acts by subordinates or auxiliary persons of Mojo.

7.8 The supplier shall be liable for any damages from whatever cause of, or in relation to (the construction and deconstruction of) the event to which the supplier's performance relates, caused by employees of the supplier, third parties engaged by the supplier, or the supplier's goods to: (i) visitors of the event, employees or Mojo's or third parties' objects or property; and (ii) the location (and accessories) of the event and all objects present at the location in relation to the event. The supplier is obliged to take out an adequate (liability) insurance against the said damages. The supplier shall, if so requested, provide Mojo with a copy of the relevant insurance policy.

7.9 The supplier shall indemnify Mojo against any and all claims of third parties in relation to damages for which the supplier is liable pursuant to the above.

7.10 Mojo's information and administration shall be decisive regarding claims of any of the parties in relation to the agreement or the performance of the supplier, except for when the supplier provides indisputable evidence to the contrary.

8 – TRANSFER, ALTERATIONS AND ADDITIONAL WORK

8.1 The supplier is not permitted to transfer any of its

obligations under the contract to a third party without the prior written consent of Mojo.

8.2 In the event that the supplier contracts out any of its obligations under the contract, the supplier remains liable towards Mojo for the adequate performance of its obligations under the contract.

8.3 Alterations in the performance, price and/or additional work require prior written approval by Mojo.

9 – PAYMENT

9.1 Unless expressly agreed otherwise in writing, payments shall be first due by Mojo within 30 days after correct receipt of the invoice of the supplier, under the condition of correct and complete delivery of goods and proper performance of contracted services by the supplier.

9.2 Every invoice must comply with the legal requirements, regarding, inter alia, sales taxes. Mojo has the right to refuse an invoice if such legal requirements are not met.

9.3 The supplier waives the right to set off any debt to Mojo or to demand suspension. Mojo is entitled to set off any claim that it has against the supplier or its affiliated parties, for whatever reason, against any debt of Mojo or its affiliated parties, for whatever reason, against the supplier.

10 – FORCE MAJEURE

10.1 Mojo shall not be obliged vis-à-vis the supplier to take delivery of the performance stipulated by the supplier, nor shall it be obliged to fulfil its obligations in any other respect, in the event of force majeure on the part of Mojo. This is either way the case in one or more of the following circumstances: incapacity for work (including illness) of, or failure to comply with the obligations on the part of Mojo, the failure of the artist(s) to comply with their obligations, the failure of (other)

counterparties of Mojo to comply with their obligations, government measures, transport difficulties, fire, strike, work stoppage, epidemic, closure of the event location, unreachability or inaccessibility of the venue of the event, riots, war conditions or (threat of) a terrorist attack, national mourning as a result of the death of a member of the royal house or government, extreme weather conditions and all other circumstances beyond Mojo's control.**10.2** In the event of force majeure, Mojo shall be entitled to dissolve, terminate or suspend the agreement with immediate effect and without judicial intervention, without Mojo being liable to the other party for compensation for damages or otherwise. If and insofar as Mojo has already made a deposit to the supplier, the supplier shall reimburse such deposit to Mojo, unless the payment regards an already completed performance by the supplier.

10.3 The supplier shall only be entitled to invoke force majeure on its side when it fails to perform its contractual obligations and the supplier is not accountable for such fault, neither by law, nor by these general purchase conditions nor according to generally accepted standards. Parties explicitly exclude the following circumstances from force majeure on the side of the supplier:

- the failure to perform (timely) caused by any other supplier or third party of the supplier;
- shortage of personnel, strike, sickness absence, production failure or fire at the supplier's company;
- unsuitableness of or a defect to any device or (transportation)equipment or other object used by the supplier for the performance of the contract;

- (mis)conduct of persons deployed by the supplier for the performance of the contract;
- transport difficulties, traffic jams or delay of transportation chosen by the supplier;
- loss of or damages to materials during transportation by or on behalf of the supplier;
- governmental restrictions, including import and export restrictions regarding the goods to be delivered by the supplier;
- incompliance of the supplier with any governmental regulations, permit requirements, standards, or any other guidelines.

10.4 If the supplier invokes force majeure against Mojo on any grounds whatsoever, rightly or wrongly, Mojo shall be entitled to dissolve, terminate or suspend the agreement with immediate effect and without judicial intervention, without Mojo being liable to the supplier for damages or otherwise. If Mojo has already made any payments to the supplier, the supplier will refund these payments, even if the said payments have been made for any performance already provided.

10.5 Notwithstanding the provisions of articles 10.1 to 10.4, in the event that: (a) an event is not insurable against COVID-19 or any other pandemic ("a Pandemic") - whereby the question of whether something is insurable is to be answered at the time Mojo takes out insurance under normal circumstances - (b) there is no government (subsidy) scheme for which the event is eligible, and (c):

- (i) the event cannot take place due to government-imposed measures directly related to a Pandemic;
- ii. the event is part of a tour of an artist and that tour is cancelled in whole or in part by (or on behalf of) the artist as a direct consequence of a Pandemic, as a result of which the event cannot take place; or

- iii. the government imposes restrictive measures (including capacity restrictions) directly related to a Pandemic as a result of which it is demonstrably not feasible (financially) for Mojo to organize the event, taking these restrictive measures into account, then the parties will enter into consultation to reschedule the performance (possibly under modified conditions). If it is not possible to reschedule the event within eighteen (18) months of the original date, then the parties shall not be required to fulfil any obligation under the agreement and the parties shall be responsible for their own costs, unless otherwise agreed in writing.

If, contrary to the provisions of sub b, a (subsidy) scheme does apply from the government (such as the SEG or any similar or successor scheme), Mojo shall make every effort to have the costs of the performance of the supplier reimbursed by the government and shall pay the amount paid by the government in full to the supplier. If requested, the supplier shall support and provide Mojo with all necessary documentation and information for making such a claim.

11 – INTELLECTUAL PROPERTY RIGHTS

11.1 The names and logos used by Mojo (including, but not limited to, the name and logo MOJO) are protected trade names, trademarks and copyrighted works. The supplier is not permitted to use that which is subject to Mojo's intellectual property rights (including use as reference) except with Mojo's prior written consent.

11.2 Should there be any object of the creation of copyright, trademark right or other intellectual property right as a result of the performance of the agreement, this is assumed to

be included in the remuneration agreed upon by the parties and the full intellectual property right to and interest in it is deemed to be transferred by the supplier to Mojo as the rightful owner, or the full intellectual property rights are transferred by the supplier to Mojo in advance, which transfer is accepted by Mojo immediately after the creation of those rights. If transfer is not possible, the supplier grants Mojo an unrestricted, exclusive, perpetual license for the use of the aforesaid rights (including and (future) methods of exploitation). for which the fee is assumed to be included in the fee agreed upon by the parties. Mojo shall determine at its sole discretion in what manner and to what extent it shall make use of said license. For both any transfer and licensing, the fee is assumed to be included in the fee agreed upon by the parties for the assignment given by Mojo to the supplier.

11.3 The supplier herewith grants Mojo a costless perpetual licence regarding the existing intellectual property rights on all delivered and provided goods and/or services. The supplier warrants that all delivered and provided goods and/or services do not infringe any intellectual property right of any third party and indemnifies Mojo against all claims of third parties in this regard.

11.4 If the transfer or licencing of any (intellectual property) rights, as in Article 11.2 and 11.3, require any assistance of the supplier or further formalities, legal instrument or document, the supplier hereby grants Mojo an irrevocable authorisation to have any deeds passed or executed in name of the supplier, including but not limited to an exclusive licence deed, the supplier shall render such assistance, in the absence of which supplier will forfeit an

immediate penalty of € 10.000 (ten thousand Euros).

12 – CAMERA SURVEILLANCE

12.1 On/in the event locations camera surveillance can be used to monitor and secure persons, goods, information, buildings, grounds, business and (production) processes present. The cameras record image and sound and presence in/on/in and around the venue 24 hours a day. Signs indicate that cameras are being used. For more information on how Mojo handles the processing of personal data in relation to camera surveillance, Mojo refers to Mojo's privacy statement, which can be found at www.mojo.nl/privacy-statement.

13 – CONFIDENTIALITY

13.1 Each party shall maintain total secrecy with respect to all confidential information and documents provided by the other party.

14 – DEFAULT

14.1 Mojo shall first be in default when it does not comply with a written notice of default by the supplier, which notice shall contain a reasonable term for compliance of no less than fourteen (14) days.

15 – PARTIAL INVALIDITY

15.1 The invalidity or unenforceability of individual provisions of these General Purchase Conditions shall not affect the validity of the remaining provisions.

16 – INTERMEDIATE TERMINATION OF THE CONTRACT

16.1 Each party to the contract is entitled to terminate, cancel or suspend the agreement, with immediate effect and without judicial intervention, without being liable to the other party for damages or otherwise, if::

- a. the other party is in default of any of its obligations under the contract;
- b. the other party applies for suspension of payment;
- c. the other party has filed for bankruptcy or is declared bankrupt;
- d. the other party is placed under guardianship or dies;
- e. the legal entity or other legal form of a party is dissolved, or if the business of a party ceases all or part of its activities or transfers it to a third party.

17 - TRANSGRESSIVE BEHAVIOUR

17.1 The supplier shall make every effort to prevent and combat undesirable and/or transgressive behaviour by its subordinates and third parties engaged, whether or not by pursuing an active policy and applying codes of conduct.

18 – APPLICABLE LAW AND COMPETENT COURT

18.1 All contracts between Mojo and supplier shall be governed exclusively by Dutch Law.

18.2 All disputes between parties in relation to the contract shall be exclusively settled by the competent court in Amsterdam.

18.3 In case of differences in the interpretation of the Dutch and English text of these general conditions, the Dutch text will prevail.