

GENERAL PURCHASE CONDITIONS
Amsterdam Music Dome Exploitatie B.V.
Hereinafter referred to as "AMDE"

Article 1 – Applicability

- 1.1 These General Purchase Conditions apply to all enquiries and offers made by third parties (hereinafter referred to as: "the other party") to AMDE and any and all orders or instructions to and agreements or contracts with the other party, whereby AMDE purchases, rents, leases or takes on loan (for use) goods from the other party, or engages the other party to (arrange to) provide services, unless otherwise expressly agreed between parties in writing.
- 1.2 If the other party makes use of its own general terms and conditions, these are expressly rejected by AMDE and do not bind AMDE unless these have expressly been accepted by AMDE in writing. Any applicability of aforementioned general terms and conditions does not affect the applicability of the General Purchase Conditions of AMDE.
- 1.3 AMDE is, at all times, authorised to unilaterally amend these General Purchase Conditions.

Article 2 – Offers, purchase orders and the formation of agreements

- 2.1 Any offers from the other party must be submitted in writing and are binding, with the understanding that these remain in force until at least one (1) week after receipt by AMDE of the offer in question.
- 2.2 Any costs incurred with respect to the drafting of offers are borne by the other party.
- 2.3 An agreement does not come into effect until a written order has been given by AMDE to the other party, whether or not as the result of an offer from the other party, followed by the written confirmation of the other party. Notwithstanding the foregoing, AMDE has the right to, at its discretion, issue an oral order or instruction to the other party.
- 2.4 If the confirmation from the other party deviates from the original order by AMDE, an agreement will not come into effect until after AMDE has expressly agreed to the deviation in writing.

Article 3 – Obligation to provide information

- 3.1 The other party is obligated to immediately, fully, and correctly provide AMDE with (i) all data, information, and documentation requested by AMDE, and (ii) all other data, information, and documentation that may be of interest for the assessment of any offer from the other party, the preparation of the agreement or the execution of the agreement. Based on this, AMDE will assess the offer from the other party and may decide to enter into an agreement. If, after the formation of an agreement any data, information and/or documentation provided by the other party appears to be in any way incomplete and/or incorrect, the other party will be, without any further notice in default *de jure*, and AMDE will have the right to – at its own discretion – end the agreement immediately or suspend its own obligations.

Article 4 – Delivery

- 4.1 Any delivery shall be made Delivery Duty Paid, in accordance with the most recent Incoterms® rules. Delivery must be made no later than on the agreed date, time, and place or within the agreed term, upon deviation thereof the other party will be in default *de jure*. The other party is liable for any damage resulting from each default of the other party.



- 4.2 AMDE is not obliged to inspect any delivered goods upon receipt or first use.
- 4.3 If AMDE purchases goods from the other party, the full and unencumbered ownership rights of the goods will be transferred to AMDE upon delivery.

Article 5 – Permits, standards, guidelines and directives

- 5.1 The other party guarantees AMDE that the other party and all goods or services provided by the other party comply with all the regulations issued by AMDE and all requirements set by the authorities or any other standards and guidelines.
- 5.2 The other party guarantees to have obtained all licences and permits required for the execution of the agreement. Upon request, the other party will immediately allow inspection of said licences and permits and any and all (additional) licence conditions in the matter and/or provide a copy thereof to AMDE.
- 5.3 The other party fully indemnifies AMDE against any fines or penalties imposed by the authorities in connection with and any damage resulting from the other party's incorrect or noncompliance with any (statutory) regulations, any licence or permit conditions or any requirements set by the authorities or other standards or guidelines.
- 5.4 The other party undertakes towards AMDE to immediately follow any reasonable instructions issued by AMDE in connection with the performance of the agreement, including instructions and directives in relation to the use of the buildings of the Ziggo Dome (the Concert hall and entrance area in the front building). AMDE has the right to appoint so-called preferred suppliers to be used/hired by the other party for the delivery of products or services to AMDE.
- 5.5 The other party guarantees AMDE that – without prejudice to article 5.1 – the other party and all its personnel or any other parties contracted by the other party, shall at all times act according to and comply with all obligations arising from the applicable legislation 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 the sector-specific regulations and guidelines of AMDE. The other party guarantees that all taxes and/or premiums relating to the employed or provided personnel are fully paid and indemnifies AMDE against any claim made in this matter. AMDE can never be considered as contracting authority or employer of any personnel or parties contracted by the other party.
- 5.6 The other party is fully liable for and indemnifies AMDE for any fine and/or penalty as a result of any breach discovered by the Inspectorate SZW or any other authority, and aforementioned fines will immediately be charged on by AMDE to the other party.
- 5.7 The other party undertakes towards AMDE to immediately follow any and all reasonable instructions issued by AMDE in connection with the performance of the agreement.

Article 6 – Warranty, maintenance

- 6.1 The other party guarantees AMDE that the delivered goods or services performed, are free from any defects and errors and suitable for the purpose indicated by AMDE and it is liable towards AMDE for any direct and indirect damage that may result from such defects. Without prejudice to any other right to which AMDE is entitled, the other party will immediately remedy each defect to the delivered good or service on AMDE's first request and AMDE will be authorised to suspend its payment until the remedy of the defect has been completed.



- 6.2 The other party indemnifies AMDE against any claims from third parties that may be the direct or indirect result of any defect to the delivered goods or services provided by the other party. The other party also indemnifies AMDE against any claims from third parties who claim to have any title or interest in goods or services provided by the other party. The other party guarantees AMDE that it may make use of the delivered goods or services performed without any limitation or restrictions.
- 6.3 The other party shall, upon AMDE's first request, perform maintenance on the delivered goods to the extent, during the period and against a compensation as is common in the sector in question, or on the basis of an agreement concluded for that purpose between the other party and AMDE.

Article 7 - Liability

- 7.1 AMDE is liable for theft, damage and loss of the delivered goods, if and as soon as these have been sold and delivered to AMDE and have been accepted by AMDE, by means of the signing of an acknowledgement of receipt by a hereto authorised employee of AMDE, unless the theft, damage or loss occurred through negligence or intentional act on the part of the other party.
- 7.2 The other party is liable for theft, damage, and loss of the delivered goods insofar as these are rented by AMDE or taken on loan (for use) from the other party if and as soon as such goods have been made available by the other party to AMDE, including but not limited to damage caused by visitors, artists or other suppliers present in relation to an event, unless theft, damage and/or loss occurred through gross negligence or intentional act by AMDE.
- 7.3 AMDE not liable towards the other party for any damage resulting from a *force majeure* event as mentioned in article 10.1.
- 7.4 In so far as AMDE would be liable for any damage suffered by the other party on whichever ground, then this liability would at all times be limited to the invoice amount of the performance agreed upon by parties, and insofar as the invoice amount of this performance would be higher, the liability is at all times limited to the amount that would be paid out under the third-party insurance of AMDE. On written demand from the other party, AMDE will submit a copy of the insurance policy and conditions to the other party.
- 7.5 The other party is liable for any damage and/or harm however caused – including also on the occasion of, or in connection with, (the build-up or breakdown of) an event to which the agreed performance relates – caused by personnel or goods of the other party to: (i) visitors of an event or personnel or goods of AMDE or further other parties from AMDE, and (ii) the buildings (and equipment) of the Ziggo Dome and any other matters that are present in the location in connection with an event. The other party is obliged to take out a proper (third-party) insurance in this matter for said damage (and/or harm). On first written demand by AMDE, the other party will submit a copy of the insurance policy and conditions to AMDE.
- 7.6 The other party indemnifies AMDE against any and all claims from third parties regarding damages for which the other party is liable pursuant to the above.
- 7.7 With regard to the claims from parties under the agreement, or other claims relating to the performance of the other party, the administration of AMDE is decisive, subject to incontrovertible evidence to the contrary by the other party.

Article 8 – Outsourcing, alterations, and additional work

- 8.1 The other party is not permitted to (wholly or partially) transfer any of its obligations under the agreement to a third party without the prior written consent from AMDE.

- 8.2 If the other party (wholly or partially) outsources the performance of the agreement to a third party, the other party will remain liable towards AMDE for a proper performance of the agreement.
- 8.3 Any alterations in the performance and/or additional work always require the prior written consent of AMDE.

Article 9 – Payment

- 9.1 Unless otherwise expressly agreed in writing, payments by AMDE shall be first due within 30 days after receipt by AMDE of the invoice of the other party provided that delivery and proper performance by the other party of its obligations has taken place.
- 9.2 Each invoice must meet the legal requirements, with regard to, among other things, turnover tax. AMDE will refuse any invoice that does not meet such legal requirements.

Article 10 – Force Majeure

- 10.1 AMDE is not obliged towards the other party to take delivery of the performance stipulated by the other party or otherwise to fulfil its obligations, if there is a situation of force majeure on the part of AMDE. This is among other things the case if AMDE or a tenant does not let the event take place either wholly or in part as a result of force majeure on the part of AMDE or the tenant,, including in any case one or more of the following circumstances: illness, incapacity for work or failure of the artist(s) to fulfil his/her obligations, failure of (further) other parties of AMDE to fulfil their obligations, government measures, transport difficulties, fire, strike, work interruption, epidemic, closure of the Ziggo Dome for safety reasons, inaccessibility of the Ziggo Dome, riot, war circumstances or (threat of) a terrorist attack, national mourning due to the passing of a member of the royal family or the government, severe weather conditions and any other circumstances beyond the control of AMDE. In addition to the aforementioned a force majeure on the side of AMDE will also compromise the situation that AMDE is not able to exploit the Ziggo Dome in the usual way - considering among other things the number of shows and the available capacity - as a result of (among other things) the above mentioned circumstances.
- 10.2 In the event of force majeure, AMDE has the right to suspend the performance of the agreement without judicial intervention, or to consider the agreement terminated effective immediately, or to terminate the agreement without any obligation to pay any compensation or otherwise. If and insofar as AMDE has already made any payments to the other party, the other party will refund such payments to AMDE, unless the payment relates to performances already completed by the other party.
- 10.3 The other party shall only be entitled to invoke on force majeure on its part, if the other party fails in the performance of its obligations and the other party is not accountable for such fault, neither by law, nor generally accepted standards, nor pursuant to the below mentioned. Force majeure on the part of the other party is expressly understood not the mean any of the following circumstances:
- failure by any supplier or other contracted party of the other party to (timely) perform;
 - personnel shortage, strike, sickness absence, production disruption or fire in the company of the other party;
 - unsuitability of or defects of auxiliary and (transport) equipment and other goods used by the other party for the performance of the agreement;
 - certain (mis)conduct of persons the other party makes use of for the performance of the agreement;
 - transport difficulties, traffic impediments, interruption of transport with means of transportation selected by the other party;
 - loss of or damage to equipment during transportation by or on behalf of the other party;

- government measures, including import, export and transit restrictions regarding the goods to be delivered by the other party;
- failure to comply or non-compliance on the part of the other party with any regulations or requirements set by the authorities, or licence requirement, other standards and guidelines.

10.4 If the other party, rightly or wrongly, relies on a circumstance of force majeure on any grounds, then AMDE will have the right to immediately consider the agreement terminated without court intervention, or to terminate without AMDE being obliged to pay any compensation for damage or otherwise. If and insofar as AMDE has already made any payments to the other party, the other party will refund these to AMDE, even if said payments relates to any performance already delivered by the other party.

Article 11 – Intellectual property rights

11.1 The names and logos used by AMDE (including but not limited to the name and logo Ziggo Dome) are protected trade names, trademarks, and copyright protected works. The other party is not permitted to use any of the intellectual protected objects (including trade names, trademarks, and copyright protected works) of AMDE (including use as reference) without to the prior written permission from AMDE.

11.2 To the extent that as a result of the execution of the agreement there would be any objectionable creation of copyright, trademark or other intellectual property rights, such is assumed to be included in the fee agreed by the parties and AMDE is considered the rightful owner, or the full intellectual property rights are transferred in advance by the other party to AMDE, which transfer is accepted by AMDE in advance immediately after the creation of those rights. . If transfer is not possible, the other party will grant AMDE an unrestricted, exclusive, perpetual licence of these rights to use the aforementioned rights (including and (future) methods of exploitation). AMDE will at its discretion decide on the manner and the (extend of the) use of the aforementioned license. For both a possible transfer and licensing, the fee is assumed to be included in the fee agreed upon by the parties for the assignment given by AMDE to the other party.

11.3 The other party herewith grants AMDE a costless perpetual licence regarding the existing intellectual property rights on all delivered and provided goods and/or services. The other party 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 other party or further formalities, legal instrument or document, the other party hereby grants AMDE an irrevocable power of attorney to AMDE to have any deeds passed or executed in name of the other party, including but not limited to an exclusive licence deed, the other party shall render such assistance, in the absence of which the other party will forfeit an immediate penalty of € 10.000 (ten thousand Euros).

Article 12 – Camera Surveillance

12.1 Within the Ziggo Dome use is made of camera surveillance to monitor and secure the presence of persons, goods, information, buildings, grounds, business and (production) processes. The cameras in the Ziggo Dome record images and sound and presence in the building 24 hours a day. Signs indicate where cameras are used in the building. For more information on how AMDE handles the processing of personal data in relation to camera surveillance, AMDE refers to the Privacy Statement of the Ziggo Dome which can be found at <https://www.ziggodome.nl/en/privacy-policy>.



Article 13 – Confidentiality

13.1 Each party is bound to absolute confidentiality with regard to any data, information and documentation of a confidential nature which it has received from the other party.

Article 14 – Notice of default

14.1 AMDE shall first be in default with the fulfilment of any obligation towards the other party, if it does not comply with a written notice of default by the other party and if such notice contains a reasonable term for compliance of at least fourteen (14) days.

Article 15 – Partial nullity

15.1 The nullity of any provision in these General Purchase Conditions does not affect the validity of the other provisions of these General Purchase Conditions.

Article 16 – Termination of the agreement

16.1 Each party to the agreement has the right to terminate the agreement, without any prior notice of default being required, in its entirety or partially, by recorded signed for to the other party, or – at its own discretion – suspend its own obligations under the agreement, if:

- a. the other party of any party to the agreement is in default with regard to the fulfilment of any obligation under the agreement;
- b. the other party of any party to the agreement applies for a moratorium;
- c. the other party of any party to the agreement has filed for bankruptcy or is declared insolvent;
- d. the other party of any party to the agreement is placed under guardianship or dies;
- e. the legal entity or other legal status of any party to the agreement is dissolved, or if the company of the other party of any party to the agreement, fully or partially ceases its operating activities, or transfers its activities to a third party.

Article 17- Undesirable and/or transgressive behaviour

17.1 The other party will make every effort to prevent and combat undesirable and/or transgressive behaviour, whether or not by pursuing an active policy and applying codes of conduct. If on the basis of an investigation, including but not limited to a criminal investigation, there is evidence of cross-border behaviour by one of the other party's employees, or a third party engaged by the other party - including a performing artist - and as a result of that there is demonstrable damage to AMDE's reputation (it is assumed that there is in any case a case of that if a third party terminates its cooperation with AMDE as a direct result of the cross-border behaviour), then the parties will immediately enter into consultation to look for an appropriate solution and where necessary to arrive at a joint communication strategy in this regard. If, in AMDE's reasonable opinion, an appropriate solution is not forthcoming, AMDE is entitled to terminate the agreement immediately without being liable in any way to the other party.

Article 18 – Applicable law and competent court

18.1 The agreement shall be governed by Dutch Law.

18.2 Any dispute between parties in relation to the agreement will be settled exclusively by the competent court in Amsterdam.

18.3 In the event of deviations or disputes over interpretation between the Dutch text of these General Purchase Conditions and the English translation, the Dutch text will, at all times, be decisive and binding.

