

General Terms and Conditions Outdoor Advertising

Amsterdam Music Dome Exploitatie B.V.

Hereinafter referred to as "AMDE"

Article 1 – Applicability

- 1.1 These general terms and conditions apply to any and all offers by third parties (hereinafter referred to as: "the other party") to AMDE or by AMDE to the other party and to any and all agreements with the other party that relate to (advertising) space to be made available by AMDE to the other party (including space on the LED facade of the Ziggo Dome event location operated by AMDE and located at Holterbergweg 3 (1101 CE) in Amsterdam) for the display of advertisements, unless otherwise expressly agreed in writing between parties.
- 1.2 In the event the other party makes use of its own general terms and conditions, AMDE is not bound by these, unless these have been accepted by AMDE in writing.

Article 2 – Conclusion of agreements

- 2.1 An agreement does not come into effect until a written contract is given by AMDE to the other party, either in reply to an offer from the other party or otherwise, followed by the written confirmation from the other party.
- 2.2 The other party is bound to promptly provide AMDE fully and correctly with (i) all data, information, and documents requested by AMDE, and (ii) all other data, information, and documents 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 possibly enter into an agreement. If said data, information, and documents appear not to have been provided fully or correctly by the other party, the other party will be in default de jure and AMDE will have the right to – at its own discretion – terminate the agreement effective immediately or suspend its own obligations.

Article 3 – Term of the agreement

- 3.1 An agreement between Parties is entered into for a definite period. The term will then be included in the agreement.
- 3.2 The agreement for a definite period cannot be terminated early by either party and ends after expiry of the agreed period by operation of law, unless otherwise agreed in writing and subject to the cancellation or termination grounds as provided in article 12.

Article 4 – Invoicing and payment

- 4.1 Unless otherwise provided in the agreement, AMDE will invoice the lump-sum amount payable by the other party in advance.



- 4.2 Payment of the amount payable by the other party to AMDE must be made without any deduction, discount or settlement, by transfer of the amount payable to the bank account to be indicated by AMDE and, unless otherwise agreed, in Euro. If no other term has been agreed, the transfer must take place within ten (10) days of the invoice date.
- 4.3 In case of overdue payment, an interest of 2% per month on the outstanding amount is payable, whereby a part of the month counts as a full month. In addition, any costs, both legal and out-of-court costs, to be made by AMDE for collection of that which the other party leaves wrongly unpaid, are for the account of the other party. Furthermore, AMDE is authorized to suspend all work for the other party, including the provision of information to the other party, as long as full payment has not been received.
- 4.4 If the financial position or the payment history of the other party gives rise thereto, in the opinion of AMDE, AMDE will have the right to require the other party to immediately provide (additional) security in such a form as to be determined by AMDE. If the other party fails to provide the required security, AMDE will have the right, without prejudice to its other rights, to immediately suspend the further execution of the Lease Agreement and all that is owed to AMDE by the other party, of whatever nature, is immediately due and payable.
- 4.5 In case of an Agreement with multiple parties, each other party is jointly and severally liable for the payment of the outstanding invoice amount.

Article 5 – Delivery advertisement

- 5.1 The other party will deliver the advertisement in accordance with the terms and conditions and specifications supplied by AMDE and within the period as set by AMDE.
- 5.2 In the event that the other party delivers not well reproducible, incomplete or unsuitable material or in an untimely manner, AMDE will have the right to charge any resulting extra costs to the other party or to suspend placement until the other party has met the prescribed conditions.

Article 6 – Content and form of advertising

- 6.1 The other party is familiar with the fact that restrictions may apply to the outdoor advertising to be conducted by the other party and the other party declares to respect these restrictions as part of the agreement between AMDE and the other party. Such restrictions may ensue from, among other things but not limited to: requirements from the Municipality of Amsterdam or other bodies governed by public law, the advertising design, traffic safety interests and/or signage, nuisance and/or inconvenience, hazardous negligence, construction, relocation, closing or maintenance of roads, or electricity regulations.

6.2 The other party is liable for the form and content of the advertising message that will be placed in, on or to the outdoor advertising. The other party guarantees, among other things, that the advertisements:

- will not be contrary to public order and/or morality;
- will not be contrary to any government decision that is locally valid;
- will not be contrary to the advertising code and/or any legal provision and/or any rights of any third party;
- do not have any religious or political meaning;
- are not of such an ideological nature that they are less suitable for the form of outdoor advertising in question;
- do not infringe the rights or damage the products or services of (business) partners of the Ziggo Dome;
- meet all reasonable requirements to be set to the form of outdoor advertising in question.

6.3 With the exception of intentional act or gross negligence of AMDE, the other party indemnifies AMDE against all claims of third parties and any ensuing damage, legal and other costs, in relation to the content, nature, form, execution, and maintenance of the advertisement or outdoor advertising.

Article 7 – Maintenance and liability

7.1 AMDE will make every effort to carefully maintain the LED facade. The non (optimal) functioning of one or more LEDs cannot, however, lead to any liability on the part of AMDE. In the event that there is a major or prolonged malfunction of one or several of the LEDs, exclusively in the judgment of AMDE, AMDE will offer compensation to the other party in the form of a timeslot that is reasonable and in proportion to the duration of said malfunction.

7.2 AMDE is not liable towards the other party for any damage as a result of a situation of force majeure as stated in article 8.1.

7.3 In so far as AMDE may be liable towards the other party, on whichever ground, for any damage suffered by the other party, then this liability will at all times be limited to the invoice amount of the performance agreed by parties, and in so far as the invoice amount of this performance may be higher, this liability will at all times be limited to the amount that would be paid out under the third-party liability insurance of AMDE. On first written demand from the other party, AMDE will submit a copy of the insurance policy and conditions to the other party.

Article 8 – Force majeure

8.1 Parties are not liable to one another to perform their obligations in the event of force majeure.



- 8.2 On the part of AMDE, force majeure is understood to mean, in any case:
- (temporary) period of inactivity of the LED facade of the Ziggo Dome due to e.g. electricity failure;
 - government measures;
 - closing of the Ziggo Dome for safety reasons;
 - inaccessibility or inadmissibility of the Ziggo Dome;
 - riot, civil commotion, fire in or around the location of the Ziggo Dome;
- 8.3 Force majeure on the part of the other party, is expressly understood by parties to not include the following circumstances:
- non-performance or untimely performance by any supplier/contracted party or client of the other party;
 - personnel shortage, strike, sickness absence, production disruption and fire in the business of the other party;
 - unsuitability of or lack of equipment and other matters which are used by the other party for the execution of the agreement;
 - conduct of persons employed by the other party for the execution of the agreement;
 - failure by the other party to meet government requirements or permit requirements, other standards and guidelines.
- 8.4 If the other party pleads force majeure towards AMDE on any ground, whether or not justifiable, then AMDE will have the right to consider the agreement terminated immediately and without court intervention, or to terminate without AMDE being liable to pay any compensation or otherwise.

Article 9 – Confidentiality

- 9.1 Each party is bound to absolute confidentiality with regard to any data, information and documents of a confidential nature that it has received from the other party.

Article 10 – Notice of default

- 10.1 AMDE is only then in default in the performance of any obligation towards the other party, if it does not respond to a written notice of default by the other party and if a reasonable period of at least fourteen (14) days has been set for the performance.

Article 11 – Partial nullity

- 11.1 The nullity of any provision of these general terms and conditions outdoor advertising does not affect the validity of its other provisions.

Article 12 – Termination of the agreement

- 12.1 Each party to the agreement will have the right to either partially or entirely terminate the agreement per recorded signed for, without any further default being required, or – at its own discretion – suspend the further execution of the agreement, if:

- a. the other party of any party to the agreement is in default in the performance of any obligation under the agreement;
- b. the other party of any party to the agreement has applied for a moratorium;
- c. the other party of any party to the agreement is declared bankrupt;
- d. the other party of any party to the agreement is placed under curatorship or dies;
- e. the legal person or other legal form of any party to the agreement is dissolved, or if the business of the other party of any party to the agreement entirely or partially discontinues its activities or transfers them to a third party.

Article 13 – Applicable law and competent court

13.1 This agreement is governed by Dutch law.

13.2 Any disputes between parties relating to the agreement will be resolved exclusively by the competent court in Amsterdam.

