

MVI AudioVisual B.V. - General Terms and Conditions of Business

Article 1 – Definitions

In these general terms and conditions the following words are understood to have the following meanings:

- a. MVI AudioVisual B.V.: seller of the products and services, and established at Ruysdaelstraat 42, 8021 DR, Zwolle , The Netherlands.
- b. Buyer: any natural person or legal entity whether or not doing business in the course of their profession or carrying on a business with whom MVI AudioVisual B.V. negotiates in the creation of a contract.
- c. Business client: any natural person or legal entity doing business in the course of their profession or carrying on a business.
- d. Consumer: any natural person not doing business in the course of their profession or not carrying on a business.
- e. Contract: any contract or agreement effected between MVI AudioVisual B.V. and buyer, any modification or supplement to this, as well as all (legal) acts in preparation for and in performance of the contracting, including all corresponding products and/or services.
- f. Products: matters which are the subject of the contract and all corresponding services.
- g. Notice: any type of notification by MVI AudioVisual B.V. to Buyer, including (but not limited to): brochures; advertisements; catalogues; offers; Internet site(s); e-mail; faxes; letters; order confirmations and invoices.
- h. End-User: any natural person which will use the products.

Article 2 – General

2.1 If one or more provisions in these conditions shall be declared null or void, or shall be nullified, then all other provisions in these conditions shall remain in force. In that case MVI AudioVisual B.V. and buyer will enter into consultation with each other to determine new provisions to replace the null and void provisions.

2.2 In the case of certain products additional conditions may apply. If there are inconsistencies between the additional conditions and these general terms and conditions, then in principle the provisions of the additional conditions shall apply unless expressly stated otherwise.

2.3 Additional conditions may apply to software products that need to be approved by the end-user. If Buyer is the end-user, conditions stated in 2.2 apply. If Buyer Re-sells the product, the buyer is ought to be aware of these additional conditions and for the responsibilities they imply.

2.4 MVI AudioVisual B.V. sells and deals only to Business clients, not to consumers.

Article 3 – Applicability

3.1 These conditions shall apply to all contracts, orders and offers, and to all related (legal) acts between MVI AudioVisual B.V. and Buyer. MVI AudioVisual B.V. expressly refuses to accept the validity of any general terms and conditions, specific conditions or provisions of Buyer.

3.2 Unless the nature or specific content of a provision in these conditions shall contradict this, the provisions in these conditions shall also apply to contracts whereby MVI AudioVisual B.V. does not act in the capacity of seller.

3.3 These conditions shall apply as of January 1, 2011. MVI AudioVisual B.V. has the right to alter these terms and conditions at all times. The thus altered terms and conditions shall apply to all new contracts entered into. The old version of the general terms and conditions shall continue to apply to existing contracts.

Article 4 – Quotations and entering into force of a contract

4.1 All offers or quotations made by MVI AudioVisual B.V. shall be free of any obligation and apply subject to the availability of the product. If a product is not available then Buyer shall receive notice.

4.2 A contract shall be entered into when a written order confirmation is sent to buyer to the address specified by buyer, or when buyer receives a written contract for delivery from MVI AudioVisual B.V., or because MVI AudioVisual B.V. executes an order that has been given.

4.3 All offers or quotations shall be made carefully. MVI AudioVisual B.V. shall not vouch for deviations in color, image, numbers, specifications and/or other indications. Slight deviations shall in principle not give cause for damages or dissolution of the contract.

4.4 Buyer acknowledges that electronic forms of communication can put into force a valid contract. The electronic files formed as a result of this communication serve as evidence.

4.5 Alterations and supplements to any provision in a contract shall only apply if they have been laid down in writing by MVI AudioVisual B.V. and only concern the contract in question.

Article 5 – Price and price changes

5.1 All prices given by MVI AudioVisual B.V. shall be in euros, excluding VAT/turnover tax (unless stated otherwise) and excluding other statutory surcharges or other compulsory surcharges by government, unless explicitly stated otherwise.

5.2 Delivery costs are not included in prices. Delivery costs will be charged on each order (unless explicitly agreed otherwise). The amount of the delivery costs can be found on Internet or shall be made known before buyer places an order.

5.3 Promotions shall only be valid for a limited period. Specific and/or additional conditions may apply to a promotion. A promotion shall state the period of validity as well as any specific or additional conditions.

5.4 Discounts given and/or other (price) agreements shall always apply only to one specific contract. No rights applicable to other contracts may be derived from this.

5.5 Prices shall be based on conditions applicable to MVI AudioVisual B.V., such as exchange rates, freight rates and dealer prices, at the time of entering into the contract. If (one or more of) these conditions change after entering into the contract but prior to delivery, then MVI AudioVisual

B.V. shall have the right to change its prices. If the price adjustment occurs within three months after entering into the contract, the consumer shall have the right to dissolve the contract.

Article 6 – Payment

6.1 MVI AudioVisual B.V. accepts exclusively the following payment methods:

- Bank transfer

Payment methods may be expanded or restricted in the future.

Current payment methods are shown on the Internet site.

6.2 The buyer has the duty to immediately notify MVI AudioVisual B.V. of any inaccuracies in given or stated notices.

6.3 In the event that the payment obligation has not been met within the stipulated period the buyer shall be considered to be in default. Non-fulfillment of the payment obligation shall also be understood to mean reversal of a payment that has already been made. If the buyer is in default then all claims, for whatever cause, by MVI AudioVisual B.V. shall be payable on demand.

6.4 In the event that the situation occurs as mentioned in article 6.3, buyer shall, without further proof of default, pay losses due to delays until all outstanding payments have been met. Losses due to delays shall include statutory interest, increased by 2%, on the outstanding amount, calculated from the moment of the default with a minimum amount of € 15.00 (excl. VAT). A month that has already commenced shall be considered a full month.

6.5 If the buyer is in default then the buyer is obligated to pay any (extra) judicial costs. These extrajudicial costs amount to at least 15% of the unpaid amount with a minimum of € 75.00 (excl. VAT)

6.6 Every payment made by the buyer shall first go towards paying any interest and costs due. The payment of the payable invoices shall occur on the basis of seniority, notwithstanding other provisions of the buyer.

6.7 In the event that a payment obligation is not met MVI AudioVisual B.V. shall be entitled to dissolve the contract with immediate effect or suspend (further) delivery until buyer has fully met all his obligations.

6.8 Part payments shall only be accepted in consultation with MVI AudioVisual B.V..

6.9 All amounts charged to buyer shall be made without discount or deduction. The buyer shall not be entitled to reconcile payments. The buyer shall not be entitled to suspend any payment obligations towards MVI AudioVisual B.V..

6.10 MVI AudioVisual B.V. shall have the right to request (part of) the purchase sum in advance as the occasion arises.

6.11 If MVI AudioVisual B.V., after the buyer is in default, sends buyer payment reminders or other payment requests, then this is without compromise to provisions under articles 6.4, 6.5, 6.6, 6.7, 6.8, 6.9, 6.10.

Article 7 – Retention of ownership

7.1 The ownership of products, notwithstanding actual delivery, shall only be transferred to buyer, after the buyer has fully met all his obligations concerning the contract with MVI AudioVisual B.V. This shall include payment of interest and costs, also regarding previous orders.

7.2 The buyer shall not be permitted to burden, sell, dispossess, rent out, make available for use, pawn or otherwise store the products before ownership has been transferred. Until actual transfer of ownership has taken place, subject to other provisions and obligations, the buyer shall only be permitted to use the product for the purpose corresponding with its use, as this could be expected or reasonably expected at the time of entering into the contract. The business client shall only be entitled to sell or deliver the products of which MVI AudioVisual B.V. is the owner, in as far as is necessary within the business client's normal business operations.

7.3 The buyer agrees at the first request to make the products available and irrevocably authorizes MVI AudioVisual B.V., or a (legal) person to be appointed by MVI AudioVisual B.V., to access the locations where the products are located in order to take the products which fall under retention of title.

7.4 In the event of seizure, (provisional) suspension of payment or bankruptcy the buyer must immediately point out the (property) rights of MVI AudioVisual B.V. to the claimant process server, administrator or bailiff.

7.5 In the event of software deliveries the buyer shall only acquire the right of use, the buyer will never be the owner of the software itself. The copyright shall rest with the manufacturer.

Article 8 – Delivery, term of delivery and inspection on delivery

8.1 Delivery times mentioned shall only serve as indication and never as final date. Further information provided with regard to delivery times shall be indicative.

8.2 Exceeding a term of delivery shall not give buyer any right to damages or dissolution of the contract. If the delivery time is over thirty (30) days, counting from the time of the delivery date agreed on in advance, then the contract may be dissolved without any right to damages. This provision shall only apply in as far as the delay is not due to force majeure as referred to in article 13.

8.3 If MVI AudioVisual B.V. requires information or resources for the execution of the contract which must be provided by the buyer, then the term of delivery will never commence prior to the day that all required that MVI AudioVisual B.V. has all required information or resources in its possession.

8.4 Delivery occurs by delivery at the address given by the buyer at the time of entering into the contract. In the event of payments such as via credit card, MVI AudioVisual B.V. is required meet the requirements with regard to delivery as set by the credit card companies. The buyer shall receive timely notification of this information.

8.5 Delivery can take place via several partial deliveries. This will not lead to any extra costs for buyer other than those stated at the time of entering into the contract.

8.6 For delivery inside the EU: The risk will pass to the buyer as soon as the products have been delivered to the given address. For delivery outside the EU: The risk will pass to the buyer as soon as the products have been cleared and passed Dutch customs.

8.7 If, in an attempt to deliver, the buyer does not accept the (partial) delivery, then MVI AudioVisual B.V. shall be entitled to recover the costs, including the costs of returning and (transport) damage, arising from not accepting the delivery.

8.8 The buyer shall immediately inspect the products for correct delivery and visible defects.

8.9 Business clients are permitted to reject products due to non-conformity with the agreed (visible defects) within five working days after delivery, after which the products shall be deemed to have been accepted.

8.10 After establishing a defect the buyer shall immediately cease use, processing and/or installation of the products concerned, and furthermore undertake everything that is reasonably possible to prevent (further) damage.

8.11 The buyer shall provide necessary assistance to investigate the complaint, among others by enabling MVI AudioVisual B.V. to investigate the circumstances of the use, processing and/or installation or to have this investigated.

8.12 The buyer shall not derive any rights from the handling of a complaint.

8.13 If the buyer does not lend assistance or other investigation is not (or no longer) possible the complaint will not be handled and the buyer will not have any claims in this matter.

8.14 The buyer is not permitted to return products before MVI AudioVisual B.V. has given its approval. MVI AudioVisual B.V. will only incur reasonable costs of product return if the claim has been made promptly, correctly and rightfully.

8.15 If the buyer makes a timely, correct and rightful complaint about defects in a product, then any liability arising for MVI AudioVisual B.V. shall be limited to the obligations laid down in article 10.

Article 9 – Exchange and right of revocation

9.1 The buyer is permitted to dissolve a purchase without a fine and without stating the reasons within thirty (30) calendar days after receipt, subject to the provisions in article 9.2 up to and including article 9.5. If the right of revocation is used MVI AudioVisual B.V. shall repay the amount paid by buyer to MVI AudioVisual B.V., if the products concerned have been returned.

9.2 The following products are excluded from dissolution within the meaning of article 9.1 or from exchanging:

- General and specifically personified products and products that have been tailor made or made/ordered according to buyer's specifications.
- Products for which a current market price applies.

9.3 The product concerned must be complete and in its original condition. No alterations may be made to the product concerned including the packaging and it must be in undamaged condition; all documentation, guarantees and packaging materials must be included with the return shipment.

9.4 The buyer is responsible for (timely) return the product concerned. The costs of return shipping are in principle for the account of the buyer. The items shall be shipped back according to the specific guidelines provided by MVI AudioVisual B.V..

9.5 MVI AudioVisual B.V. can decide, as part of the RMA procedure, to collect the products from the buyer. In that case the buyer shall, in accordance with the guidelines, enable MVI AudioVisual B.V. to have the collected.

9.6 The buyer can inspect the RMA procedure on the website of MVI AudioVisual B.V. or request a copy from the customer service department.

Article 10 – Guarantee

10.1 Guarantees from product manufacturers or suppliers to MVI AudioVisual B.V. concerning these products will be passed on to the buyer.

10.2 If the products are supplied with manufacturer’s warranty, then complaints by business clients shall be made directly to the manufacturer or supplier. If required, MVI AudioVisual B.V. can mediate between the business client and manufacturer or supplier, for example (but not exclusively) by sending the product to manufacturer or supplier on behalf of and at the business client’s risk.

10.3 With regard to products of third parties supplied by MVI AudioVisual B.V. to consumers, MVI AudioVisual B.V. shall be responsible for the supplied product conforming to the contract. If this is not the case the consumer can choose to directly contact the manufacturer or supplier of MVI AudioVisual B.V. to replace or repair the product.

10.4 On the condition that the complaint has been made promptly, correctly and in accordance with the provisions in article 8.8 et seq., and it has been sufficiently demonstrated that the products do not accord with the agreements made, or show faults in the materials and/or design errors or do not function properly, MVI AudioVisual B.V. can choose to either replace returned products or parts that do not function properly, or to properly repair, or to refund the purchase price of the faulty products or parts, credit the invoiced amount, or to give buyer a discount on the purchase price in mutual consultation. By undertaking one of the above-mentioned acts MVI AudioVisual B.V. shall have fully satisfied its obligations.

10.5 Without prejudice to the provisions in this article, it is not possible to claim under a warranty if this is deemed normal wear and tear and further in the following cases:

- if alterations have been made in or to the product; including repairs carried out without the manufacturer’s permission;
- if the original invoice cannot be submitted, has been altered or is illegible; if defects are the result of improper use or use that does not correspond with the purpose;
- if damage is the result of an intentional act, gross negligence or improper maintenance;
- if the serial number is removed, altered or is otherwise unverifiable;
- if after a repair procedure has commenced the buyer reports that a claim has been made under warranty;
- if the product has been alienated.

10.6 If the product is re-sold by buyer, guarantee arrangements remain valid, but buyer is responsible for its own support and guarantee arrangements with the party to which the product has been re-sold.

Article 11 - Liability

11.1 MVI AudioVisual B.V. shall only be liable to business clients for direct damage that is attributable to intention or gross negligence by MVI AudioVisual B.V. For indirect damage, consequential loss; loss of profit or turnover; loss of savings; MVI AudioVisual B.V. shall never be liable. MVI AudioVisual B.V. shall never be liable for damage that is avoidable due to reasonable behavior or damage resulting from force majeure.

11.2 When MVI AudioVisual B.V. is accountable for damages, the responsibility of MVI AudioVisual B.V. is limited to maximum the invoice-value of the order, at least to that part of the order to which the liability is accountable to.

11.3 Unless the damage is due to gross negligence or intent on behalf of MVI AudioVisual B.V. (or its managing personnel), the buyer will indemnify MVI AudioVisual B.V. against all claims from third parties, directly or indirectly relating to the products and he shall pay MVI AudioVisual B.V. all damages that MVI AudioVisual B.V. suffers as a result of such claims.

Article 12 – Default and dissolution

12.1 In the event that buyer is in default or in any of the cases mentioned in article 12.2 all claims made by MVI AudioVisual B.V. against buyer, for whatever reason, shall be due and payable forthwith, and MVI AudioVisual B.V. shall be authorized to suspend the execution of every contract and/or wholly or partial dissolve any contract. The preceding without prejudice to MVI AudioVisual B.V.'s other rights pursuant to the law or the contract.

12.2 In the event of (provisional) suspension of payment, bankruptcy, closing down or winding up of the (company of) buyer, all contracts will be dissolved by law, unless MVI AudioVisual B.V. desires performance of (part of) the contract.

Article 13 – Force majeure

13.1 If MVI AudioVisual B.V. cannot meet its obligations towards the buyer due to a nonattributable shortcoming (force majeure), the fulfillment of the obligations shall be suspended for the term that the circumstances beyond its control last.

13.2 If the force majeure lasts 30 days, both parties will have the right to wholly or partially dissolve the contract, in as far as justified by the force majeure.

13.3 In the event of force majeure the buyer shall not be entitled to damages or compensation, this including cases in which MVI AudioVisual B.V. may benefit as a result of the force majeure.

13.4 Force majeure is understood to mean any circumstance beyond MVI AudioVisual B.V.'s control, as a result of which the fulfillment of its obligations towards buyer is wholly or partially restricted or as result of which MVI AudioVisual B.V. cannot reasonably be required to fulfill its obligations, irrespective of whether this circumstance was foreseeable at the time of entering into the contract. These circumstances include: strikes and lockouts, fire, civil war, terrorism, disruptions to the power supply, breakdowns, delay or other problem with production occurring to MVI AudioVisual B.V. or its suppliers and/or to its own transport and/or measures by a public body, telecommunication disruptions, and statutory permits that are to be obtained.

13.5 MVI AudioVisual B.V. shall notify buyer of a (potential) force majeure as soon as possible.

Article 14 – Services

14.1 MVI AudioVisual B.V. shall always be authorized to use subcontractors to provide services.

14.2 The buyer shall provide the proper facilities on behalf of the provision of services.

Article 15 – Personal details and privacy

15.1 MVI AudioVisual B.V. respects your privacy and guarantees all your data will never be given, sold or rented to third parties.

Applicable law and competent court

16.1 A All disputes arising in connection with the present agreement, or further agreements resulting therefrom, shall be settled in accordance with the Arbitration Rules of the Netherlands Arbitration Institute. The place of arbitration shall be Rotterdam, The Netherlands.

16.3 The parties will first try the utmost do mutually solve the dispute before applying for arbitration.