

# **GENERAL TERMS AND CONDITIONS CREATIVE TECHNOLOGY SPAIN, S.L.U.**

## **0. DEFINITIONS.**

For the purposes of these General Terms and Conditions, the following terms shall have the following meanings: "AGREEMENT": The General Terms and Conditions together with the Quotation, if any; "CT SPAIN": the company Creative Technology Spain, S.L.U.; "CUSTOMER": any natural or legal person that hires CT SPAIN'S services and/or rents the equipment owned by CT SPAIN'S; "EQUIPMENT/S": each of the equipment referred to in this AGREEMENT to be provided by CT SPAIN, as well as any replacement or modification of the same; "QUOTATION": the specific terms and conditions if issued by CT SPAIN, regulating concrete services provision and/or the equipment rental; "RENTAL": equipment's rental without including delivery and installation services; "SERVICES": the installation, operation and removal of EQUIPMENT/S and/or any other services described in this AGREEMENT, and "CONFIDENTIAL INFORMATION": any information, documentation, and in general all data, of any kind, provided by CT SPAIN within the contractual relation established with the CUSTOMER.

## **1. SCOPE OF APPLICATION.**

The present General Terms and Conditions apply to all contracts of EQUIPMENT/S RENTAL and provision of SERVICES concluded between CT SPAIN and the CUSTOMER. Application of these general conditions supersedes any other agreement, either verbal or written agreement between the parties, except for those terms and conditions, if any, regulated in the QUOTATION, which prevail over these general conditions. In any case, an order placed by the CUSTOMER constitutes an acceptance of the present General Terms and Conditions. The parties expressly agree to exclude, if any, the general terms and conditions of the CUSTOMER.

## **2. PURPOSE.**

The purpose of the AGREEMENT is the RENTAL of EQUIPMENT/S and/or the provision of SERVICES detailed in the QUOTATION, drafted by CT SPAIN and accepted by the CUSTOMER.

Any exceptions to the QUOTATION and/or the General Terms and Conditions require the written consent of both CT SPAIN and the CUSTOMER.

## **3. EQUIPMENT/S OWNERSHIP.**

In case of RENTAL of EQUIPMENT/S the CUSTOMER declares to know that CT SPAIN owns the EQUIPMENT/S, and are provided for the use and enjoyment of them to the CUSTOMER, who receives them in perfect conditions and with his entire conformity. The CUSTOMER agrees to safeguard CT SPAIN'S property rights, and to refrain from doing any acts of assignment, transfer or subrogation, unless with CT SPAIN'S prior written consent, being the CUSTOMER responsible for any costs, damages and/or losses that may arise from the breach of such covenants.

#### **4. QUOTATION**

The QUOTATION is issued by CT SPAIN “without commitment”. The QUOTATION shall be valid for fifteen (15) days, unless other period stipulated therein. In the event that the period between the QUOTATION’s date and the date for the EQUIPMENT/S to be delivered and/or provide the SERVICES to the CUSTOMER is less than fifteen (15) days, the QUOTATION will be valid for up to 48 hours before the delivery and/or provision of SERVICES date.

#### **5. ACCEPTATION.**

The EQUIPMENT/S’ RENTAL and/or the provision of the SERVICES stated in the QUOTATION shall be considered as accepted when any of the following events occur: a) the return of the QUOTATION duly signed and stamped by the CUSTOMER to CT SPAIN (either by letter, fax, E-mail, hand delivery or courier); b) full delivery of the EQUIPMENT/S and/or provision of SERVICES stated in the QUOTATION with the CUSTOMER’S approval c) tacit CUSTOMER’S acceptance, which is considered if, within seven (7) working days from the date of the QUOTATION’S reception, the CUSTOMER does not show in writing his non- acceptance to CT SPAIN and the delivery of the EQUIPMENT/S and/or the provision of the SERVICES object of the QUOTATION is actually carried out by CT SPAIN.

#### **6. DELIVERY OF THE EQUIPMENT/S TO BE RENTED.**

The EQUIPMENT/S will be delivered by CT SPAIN to the CUSTOMER at the place agreed by the Parties, which will be indicated in the QUOTATION, and the CUSTOMER cannot move them from the place specified, without written CT SPAIN’S acceptance, being the CUSTOMER’S responsible for all the expenses, which may arise for this reason. The CUSTOMER must accept the delivery of the EQUIPMENT/S to be rented at the time they are available for delivery. If the CUSTOMER rejects the delivery, he will assume any additional costs, including, without limitation, transport and storage costs.

In case of EQUIPMENT/S RENTAL, except if the CUSTOMER expressly declares the opposite at the time of delivery, it is presumed that the EQUIPMENT/S are in good conditions, have no defects, are suitable for the intended use and meet all the specifications detailed in the QUOTATION. In case of failure or defect noticed by the CUSTOMER when receiving the EQUIPMENT/S, or in case of breakage or defect that might arise from transport, the CUSTOMER must notify CT SPAIN such circumstance at the time of the delivery of the EQUIPMENT/S, either by fax or E-mail, as well as leave proof of such facts in the delivery note. In case of non- respect of these conditions, the CUSTOMER will be held liable for the EQUIPMENT/S’ damages.

At the end of the RENTAL, the EQUIPMENT/S shall be returned to CT SPAIN in the same conditions they were delivered.

CT SPAIN reserves the right to request the CUSTOMER a deposit as a guarantee that the EQUIPMENT/S are returned in the same condition in which they were delivered.

#### **7. RATES AND MEANS OF PAYMENT.**

The rates for the EQUIPMENT/S’ RENTAL and/or the provision of SERVICES shall be stated in the QUOTATION issued by CT SPAIN.

Unless otherwise stated in the QUOTATION, the CUSTOMER must satisfy CT SPAIN at the time of acceptance of QUOTATION, the 50% of the total price as well as, when appropriate, the amount of the deposit/guarantee set out in clause 6 of these General Terms and Conditions, by bank transfer to the account number indicated in the QUOTATION. As for the remaining 50%, it must be paid by the CUSTOMER within thirty (30) days after termination of the RENTAL and/or the provision of SERVICES period, and should also be provided by bank transfer to the account number indicated in the QUOTATION.

## **8. ADDITIONAL CHARGES.**

CT SPAIN shall draft the QUOTATION taking into account the information provided by the CUSTOMER and in accordance with the SERVICES and/or EQUIPMENT/S to be provided, so that any modifications requested by the CUSTOMER and/or not explicitly contained in the QUOTATION, generating additional hours and costs in relation with the first QUOTATION, will be billed at the rates applicable in force.

In the event that the CUSTOMER is interested in extending the term of the EQUIPMENT/S RENTAL and/or the provision of SERVICES, he should immediately inform CT SPAIN and in any case 24 hours prior to the date of return of the EQUIPMENT/S and/or completion of the SERVICES. In such event, only if CT SPAIN has available human and/or material resources to carry out the RENTAL and/or to performance the SERVICES requested, CT SPAIN shall provide the CUSTOMER a new QUOTATION, which must be accepted by the CUSTOMER immediately.

## **9. OBLIGATIONS OF THE CUSTOMER.**

During the term of this AGREEMENT the CUSTOMER undertakes:

9.1. In case of RENTAL of EQUIPMENT/S: (i) to use the rented EQUIPMENT/S solely and exclusively for the purposes that have been rented and in the workplace indicated. The CUSTOMER must abide by the general safety and health applicable rules; (ii) to employ properly trained staff to handle the EQUIPMENT/S, who know the operations relating to its operation, maintenance and safety, and the manufacturer's instructions and CT SPAIN's recommendations, (iii) to review the EQUIPMENT/S with the priority prescribed in each case, checking and maintaining the necessary and appropriate elements, according to CT SPAIN' indications, (iv) to allow CT SPAIN or any other authorized person by CT SPAIN, to access anytime to the premises where the EQUIPMENT/S are stored for inspection, maintenance, repair and check its satisfactory performance, (v) to indemnify CT SPAIN, at his request, for any expense or damage in which he may be incurred as a result of any breach of this General Terms and Conditions, (vi) to assume all risk of total loss or damage of the EQUIPMENT/S by any cause, (vii) to comply at all times, with any applicable law and specifically in relation to tax law, labour law, social security provisions and occupational safety rules and Environmental legislation, and must provide CT SPAIN, when so requested, the documents that prove so (ix) to promptly meet his payment obligations and (x) at the end of the AGREEMENT, to return the EQUIPMENT/S in good state of maintenance and operation.

The EQUIPMENT/S shall be perfectly prepared for transport in order to be picked up, as well as made available to CT SPAIN or to the courier that CT SPAIN indicates.

9.2. In the case of provision of SERVICES: (i) to comply with the provisions of tax legislation, provisions and Environmental law and shall make available to CT SPAIN, when so requested, the documents that so prove, (ii) promptly meet its payment obligations.

## **10. CT SPAIN'S OBLIGATIONS.**

During the term of this AGREEMENT, CT SPAIN undertakes:

10.1. In case of EQUIPMENT/S RENTAL: (i) to deliver the EQUIPMENT/S and provide the SERVICES in accordance with the present General Conditions and, when appropriate, with the QUOTATION; (ii) in case of damage and/or breakage during the RENTAL, to replace and/or repair the EQUIPMENT/S in the shortest time possible for identical or similar EQUIPMENT/S, provided that such failure is not due to any cause attributable to the CUSTOMER or *force majeure*. The CUSTOMER shall notify CT SPAIN either by fax or email, of the existence of anomalies or defects in the EQUIPMENT/S at the moment of those happen, otherwise the CUSTOMER shall be liable for all damages on the EQUIPMENT/S.

10.2. In case of EQUIPMENT/S RENTAL and provision of SERVICES: (i) deliver the EQUIPMENT/S and provide the SERVICES in accordance with the present General Terms and Conditions and, when appropriate, with the QUOTATION, (ii) in case of damage and/or breakage during the RENTAL, to replace and/or repair the EQUIPMENT/S in the shortest time possible for identical or similar EQUIPMENT/S, and provided that such failure is not due to any cause attributable to the CUSTOMER or *force majeure*.

## **11. PENALTY FOR BREACH OF CUSTOMER.**

The delay in any of the payments due to the CUSTOMER under this AGREEMENT shall accrue automatically and without prior notification, a 15% of interest per day of delay on the due amount, until the date of payment. In addition to the accrual of such interest, when the CUSTOMER is in arrears, CT SPAIN is entitled to claim the CUSTOMER the recovery costs as well as any judicial or extrajudicial costs in which CT SPAIN has incurred in order to enforce the payment of the debt, and all this, irrespective of any rights and/or compensation that may correspond to CT SPAIN for damages, including loss of profit, arising from the breach by the CUSTOMER of his contractual obligations.

As penalty, the CUSTOMER also agrees to satisfy CT SPAIN the amount equivalent to the 10% of the value of the RENTED EQUIPMENT/S, per day of excess, if inappropriately retained in his possession for longer than agreed.

CT SPAIN may enforce any existing debt in his favour, by offsetting any amount owed at that time or later to the CUSTOMER. In any event, the payment of penalties shall not relieve the CUSTOMER of his contractual obligations with CT SPAIN.

## **12. LIABILITY.**

12.1 Liability in case of EQUIPMENT/S' RENTAL.

The CUSTOMER declares to know that he has selected the EQUIPMENT/S to be rented, and they are appropriate for the purpose of the RENTAL. For this purpose, CT SPAIN shall not be responsible in any case for the suitability of the rented EQUIPMENT/S and/or contracted services.

The CUSTOMER assumes full responsibility of the EQUIPMENT from the delivery until the return.

In case of EQUIPMENT/S' RENTAL, if any fault occurs, the CUSTOMER must immediately inform CT SPAIN, who will evaluate the damage. In the event that such damage has its origin in an inappropriate use of the same, the costs resulting from the EQUIPMENT/S' reparation and immobilization will be charged to the CUSTOMER.

12.2 Liability in case of EQUIPMENT/S' RENTAL and/or provision of SERVICES.

The CUSTOMER agrees to indemnify CT SPAIN for the damages caused directly or indirectly to CT SPAIN resulting from any breach or deficient or delinquent compliance of the obligations entered into by the CUSTOMER under this AGREEMENT.

CT SPAIN shall not be liable for the quality or content of the programs that the CUSTOMER ordered him to broadcast, in the course of a presentation through its technical material. The quality of the images broadcast by CT SPAIN's materials depends essentially on the video hardware provided by the CUSTOMER, as well as ambient light conditions. CT SPAIN reserves the right to initiate or not, or to discontinue the provision, if the diffusion conditions are not agreed with the required standards needed for optimum quality result. In this case, the liability of CT SPAIN shall be excluded from any claim.

CT SPAIN shall not be liable for the total or partial breach of the obligations under this AGREEMENT or delay in its carrying out if this failure is due to *force majeure*, including general strikes, either territorial or sectorial, floods, fire, etc.

CT SPAIN'S liability related to his employees and subcontractors for claims arising out of the performance or breach of their liabilities (including active and passive negligence) shall not exceed the amount received under this AGREEMENT and shall not include in any case, any damages resulting from lost profits, loss of income, capital costs, downtime costs, delays, customer complaints and any direct and indirect damages and losses of any kind.

### **13. SUBCONTRACTING AND ASSIGNMENT.**

The CUSTOMER may not assign, in whole or in part, the rights and obligations under the AGREEMENT without the prior written permission of CT SPAIN. CT SPAIN may assign its rights and obligations under the AGREEMENT without any prior authorization from the CUSTOMER.

The CUSTOMER will respond directly to third parties and to CT SPAIN for each action carried out by his subcontractors.

### **14. CANCELLATION POLICY.**

Should the CUSTOMER notify CT SPAIN (i) either 24 hours in advance of the date of delivery of EQUIPMENT/S whose destination is the Iberian Peninsula, or (ii) before CT SPAIN has loaded the EQUIPMENT/S whose destination is outside the Iberian Peninsula, CT SPAIN may unilaterally agree to refund the CUSTOMER the 100% of the payments made for those concepts. On the contrary, if the CUSTOMER asks CT SPAIN to cancel all or some of the SERVICES and/or EQUIPMENT/S hired, after the minimum period previously established, CT SPAIN will be entitled to charge the CUSTOMER the 100% of the price established in the QUOTATION.

### **15. INTELLECTUAL PROPERTY RIGHTS.**

All documentation and technical information, procedures, plans, software, etc., incorporated to the EQUIPMENT/S or related to the SERVICES provided by CT SPAIN belong to the latter, so that their use is expressly prohibited to the CUSTOMER for other purposes than the ones established in this AGREEMENT, as well as its total or partial use or transfer to third parties without CT SPAIN's prior written consent.

By no means the CUSTOMER acquires any right based on this AGREEMENT, to use the corporate name, trade name, trademark, label or designs that are or may be owned or licensed to CT SPAIN, unless so expressly authorized in writing by the latter.

## **16. INDEMNITY.**

By no means will CT SPAIN be liable before the CUSTOMER and/or third parties, for any direct, indirect, incidental or consequential damages, or any damages resulting from loss of benefits or as a result of the implementation of this AGREEMENT or the SERVICES provided under the same, either due to any action based on this AGREEMENT or not.

## **17. PRIVACY.**

The CUSTOMER undertakes to ensure that all CONFIDENTIAL INFORMATION will be kept strictly confidential and will not be used by the CUSTOMER or his representatives, employees or subcontractors outside the strict scope of the business relationship between the parties, nor be disclosed to third parties. The duty of confidentiality exists since the QUOTATION is requested by the CUSTOMER, and remains valid and enforceable until after the delivery of the rented EQUIPMENTS and/or the performance of the SERVICES.

Similarly, the CUSTOMER agrees, after the termination of the contractual relationship, not to retain copies of any CONFIDENTIAL INFORMATION, and to return immediately to CT SPAIN all the documents that are in its possession, which had been delivered by CT SPAIN.

Any advertising or communication to third parties concerning the commercial relations of any party requires the written consent of the other party.

The CUSTOMER will be held liable for any violation of the CONFIDENTIALITY right made by the CUSTOMER, his employees, agents, subcontractors or authorized personnel, unless he proves that neither he nor any of them are responsible for such breach. The confidentiality obligations set forth herein will last indefinitely, remaining in force after the termination of the relationship between CT SPAIN and the CUSTOMER due to any reason.

## **18. PERSONAL DATA PROTECTION.**

All personal data provided by the CUSTOMER, necessary to execute this AGREEMENT, to accept these General Terms and Conditions and any other purposes arising from the contractual relationship between the CUSTOMER and CT SPAIN, will be processed by CT SPAIN, with corporate address at Calle Mario Roso De LUuna, 29 – Nave 928022 Madrid, for the purpose of CUSTOMER's management and the achievement of the hired services. Thus, the CUSTOMER's personal data are necessary for the adequate performance of the Agreement, and without such personal data CT SPAIN will not be able to execute the Agreement nor develop the contractual relationship between the parties.

CT SPAIN further informs the CUSTOMER about the communication of the personal data to other companies of the group and/or partners, exclusively for the purposes abovementioned.

The personal data will be stored during the term of the Agreement, and once it expires, the personal data will be kept dully blocked during the statute of limitations of any liabilities that may arise as a consequence of the processing, making them available only to public administrations, courts and judges.

The CUSTOMER may at any time exercise your rights of access, rectification, erasure, restriction, data portability, object and automated individual decision-making, by writing to the e-mail address [privacy@ct-group.com](mailto:privacy@ct-group.com). The CUSTOMER has the right to lodge a complaint with a supervisory authority if CT SPAIN fails to comply with its data protection obligations.

#### **19. NO WAIVER.**

The failure to exercise or the delay in exercising by either party, any right or remedy arising from the QUOTATION or from these General Conditions, shall not be considered in any way as CT SPAIN renounces to those rights or remedies, which may be exercised at all times. Also, the individual or partial exercise of any right or remedy under this AGREEMENT will not prevent further exercise of any other right or remedy.

#### **20. TERMINATION.**

In the event that the CUSTOMER fails to fulfil any of his contractual obligations, CT SPAIN may terminate the contractual relationship, being sufficient to provide written notice to the CUSTOMER. The CUSTOMER is not entitled to claim any amount as compensation.

Furthermore, and unless otherwise specified, CT SPAIN may terminate this AGREEMENT at any time by written notice sent by "Bureaufax" (certified fax), at least 8 days in advance. In this case, the price to be paid will be calculated on the basis of the EQUIPMENT and SERVICES actually supplied, being the CUSTOMER obliged to pay only the amount corresponding to the EQUIPMENT and SERVICES effectively supplied until the date of termination of the present AGREEMENT.

#### **21. NOTIFICATION.**

Any notice or communication between the parties under these terms and conditions must be submitted in writing via email, fax, "Bureaufax" (certified fax) or by a Public Notary to the addresses indicated in the QUOTATION.

#### **22. SAFEGUARD CLAUSE.**

If any term or condition becomes void or unenforceable, the AGREEMENT shall be interpreted in the most suitable sense in order to produce effect. In the event that any provision of this document is found void, voidable, illegal or unlawful, in the broader interpretative sense permitted by law, (a) such declaration shall not invalidate the remaining terms and conditions, which shall remain valid and in force, and (b) the void or voidable clause must be preferably replaced or adjusted than annulled.

#### **23. COMPLIANCE WITH THE LAW.**

The CUSTOMER declares to have all authorizations, licenses and permits required to perform and develop his activity, especially for the use of rented EQUIPMENTS. Furthermore, the CUSTOMER also agrees that the staff and/or partners who have access to the EQUIPMENTS are duly qualified and have enough expertise to manage them.

#### **24. LANGUAGE.**

This AGREEMENT is written in Spanish, French and English, finding all such versions published in CT SPAIN's website. The Spanish version will prevail over the French and the English ones.

**25. APPLICABLE LAW AND JURISDICTION.**

This AGREEMENT shall be governed and interpreted in accordance with Spanish legislation on matters not expressly stated.

The parties, expressly waiving any other jurisdiction that may apply, subject themselves, except in those cases in which it is not legally permitted, to the jurisdiction of the Courts and Tribunals of the city of Barcelona (Spain), for the resolution of any issues that may arise in connection therewith.