

General terms of delivery
Creative Technology Holland Audiovisual bv
Rucphensebaan 52
4706 PJ Roosendaal

Established in Roosendaal

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Article 1 General Provisions

a) These general conditions apply, to the exclusion of the terms of the party to a contract with Creative Technology Holland audiovisual bv, hereinafter referred to as lessee / buyer / client / other party, to all offers or tenders and contracts between Creative Technology Holland audiovisual bv and the other party. Creative Technology Holland audiovisual bv will also be called Creative Technology Holland or lessor / vendor / contractor in these conditions.

b) Derogation clauses to these general conditions shall only apply if they have been approved in writing by the Executive Board of Creative Technology Holland.

c) Offers by Creative Technology Holland are not binding. Creative Technology Holland is always entitled to withdraw the offer before its acceptance by the other party. Revocation of the offer by Creative Technology Holland is also possible after acceptance, provided withdrawal is made promptly after acceptance.

d) Agreements between Creative Technology Holland and the other party bind Creative Technology Holland only to the extent that the Executive Board of Creative Technology Holland has approved them in writing or to the extent that that Creative Technology Holland has implemented the agreement.

e) All images, catalogues, drawings, technical descriptions and schedules or contract documents which vendor / lessor provides shall remain property of the vendor / lessor under express reservation of his copyright and the ban to copy them fully or partly or to give to a third party for inspection without vendor / lessor's written consent.

Indication or statements of dimensions, properties and other technical data, occurring in price lists, catalogues, prospectuses, advertisements and / or offers are considered as only been given approximately; such statements and indications bind the vendor / lessor only where expressly agreed.

Article 2 Lease

a) Lease Period

Material is leased for a period of at least one day or a multiple thereof, unless expressly otherwise agreed. The lease period begins on the first lease day at the agreed time of delivery from warehouse and lasts until the last day of the lease agreement. Leased equipment is to be delivered at lessor's by 10 a.m. at the latest on the day after the last lease day, unless the lessor wishes to deviate from this by written contract or verbal agreement.

b) Delivery by lessee

Material needs to be collected by lessee at the address of establishment of lessor and has to be returned there (unless expressly otherwise agreed by written authorization or verbal agreement) no later than on the date specified in the lease agreement. The mere fact of non-delivery on that date will cause the lessee to be in default without any warning or notice of default being required and the lessee shall then, without prejudice to its other obligations toward the lessor, owe lessor a compensation equal to the amount of lease moneys he would have had to pay for the period from the end of the lease agreement up to and including the day the equipment is returned, plus 50%. Lessee may derive no right to lease for a certain period from this provision.

c) Insurance

The lessee is liable for damage caused by theft, loss and / or getting lost of the leased goods and any further damage to the leased goods which occurs during the lease period, for any reason whatsoever. The power of the lessor to ensure the leased goods, also in favour of the lessee, does not exempt the lessee from its liability.

Article 3 Delivery

Delivery shall be made from warehouse of the vendor / lessor. From the moment the goods, ready for delivery, have been placed there, they are standing / travelling at the risk of the buyer / lessee, to the extent that they are not covered by an insurance policy taken out by the vendor / lessor, unless there is deliberate intent and / or gross negligence on the side of vendor / lessor. Vendor / lessor reserves the right to have the available goods put in storage at the expense and risk of the buyer.

Article 4 Delivery period

A delivery time stated by vendor / lessor is not a strict deadline, unless otherwise agreed in writing. The vendor / lessor is allowed to deliver sold goods in parts. This does not apply if a partial delivery has no independent value. If the goods are delivered in parts, the vendor / lessor is entitled to invoice each part separately.

Article 5 Cancellation

Cancellation of the lease of material must be done at least 24 hours before the time of commissioning. Within this period, 50% of the lease moneys is charged, notwithstanding the vendor / lessor's right to claim full compensation. If there is an agreement for services, including contracts providing for the operation of equipment in the broadest sense, then the cancellation should be effectuated no less than 24 hours before the time when Creative Technology Holland should begin its work. Within this period, 50% of the agreed compensation will be charged, notwithstanding the right of Creative Technology Holland to claim full damages.

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Article 6 Guarantee

The vendor never commits to provide guarantee itself but undertakes to support the manufacturer's warranty, provided of course that the buyer will have paid the full purchase price to the vendor.

Article 7 Liability

a) Vendor / lessor is responsible to the buyer / lessee exclusively in the following manner:

1. For damage caused by defects in the goods delivered, only a liability as provided in Art. 6 (guarantee) of these conditions applies;
 2. Creative Technology Holland is only liable for direct damages caused by deliberate intent or gross negligence by it or its executive subordinates. If there is an agreement for services, including an agreement providing for the operation of equipment in the broadest sense, then Creative Technology Holland is not liable for damages resulting from the client's instructions or from the goods or persons put at the disposal of Creative Technology Holland by the client.
- b) The lessee / buyer is to check the leased / bought goods as soon as possible and immediately report in writing any defects or malfunction of the leased / bought goods to the lessor, failing which the full lease / purchase price remains due.
- c) If visible defects or shortcomings are observed, the buyer / lessee need to report them to the vendor / lessor in writing, within 14 days after delivery. Non-visible defects need to be reported in writing to the vendor / lessor after discovery, but no later than 14 days after delivery. Even if the other party claims in time, its obligation to pay for and accept orders placed remains in force. Goods can only be returned to the vendor / lessor after prior permission.

Article 8 Force majeure

- a) Force majeure is taken to mean: conditions which impede the fulfilment of the obligation and which can not be attributed to Creative Technology Holland. These will also include (if and insofar as these circumstances make the performance impossible or unreasonably difficult);
- strikes in other companies than those of Creative Technology Holland, wildcat strikes or political strikes in the business of the vendor / lessor;
 - general lack of the necessary raw materials and other goods or services required to achieve the agreed performance;
 - unforeseen delays at suppliers or other third parties on which vendor / lessor depends and general transport problems.
- b) Creative Technology Holland therefore has the right to invoke force majeure if the circumstance preventing (further) compliance occurs after the vendor / lessor should have fulfilled its obligations.
- c) During force majeure, the obligations of Creative Technology Holland are suspended.
- d) If Creative Technology Holland after occurrence of the force majeure already has partially fulfilled its obligations or can only fulfil part of its obligations, it is entitled to separately invoice the already delivered part or deliverable part and the other party is obliged to pay this invoice as if it were a separate contract. However, this does not apply if the part already delivered or deliverable part has no independent value.

Article 9 Purchase / lease and price

Creative Technology Holland is authorized to unilaterally raise an agreed price. If the increase occurs within three months after conclusion of the contract, the other party is entitled to terminate the agreement.

Article 10 Payment conditions and reservation of ownership

- a) All agreements entered into by Creative Technology Holland are subject to suspensive conditions to the effect that other party may be deemed sufficiently creditworthy in the opinion of vendor / lessor. Purchase prices, lease moneys and payments related to agreements between Creative Technology Holland and the other party should be paid net in cash by the other party. Creative Technology Holland is entitled to claim a deposit from the other party. In those cases where Creative Technology Holland requires no prepayment, payment must be made no later than 14 days after the invoice date by means of legal currency at the offices of Creative Technology Holland or at a bank to be designated by Creative Technology Holland. After expiry of the 14 days after the invoice date the other party is in default; from the moment of entering into default, the other party owes interest on the overdue amount of 2% above the statutory rate.
- b) In case of liquidation, bankruptcy or suspension of payment of the buyer / lessee, the obligations of the buyer / lessee are immediately due and payable. The payments made by buyer / lessee will first be applied to settle all interest and costs due, secondly to all payable invoices which have been outstanding the longest, even though the other party states that the payment relates to a later invoice. Payment must be made without deduction or setoff, unless otherwise indicated by the vendor / lessor.
- c) All vendor-supplied goods remain the property of the vendor until the time that all obligations under the agreement, including obligations to interest and costs, have been complied with towards the vendor.
- d) Goods supplied by the vendor that, under sub c), are subject to retention of title, may only be sold on in the ordinary course of business. Moreover, the buyer is not entitled to lease out the goods, pledge or create any other right to them.
- e) If a buyer fails to comply or if there is founded fear that he will not do so, the vendor is authorized to remove delivered goods to which retention of title as referred to in sub c) applies from the buyer (or from third parties who store goods for buyer) or have them removed. The buyer is obliged to fully cooperate with this on penalty of a fine of 10% of the amount payable by it.
- f) If any third party wants to establish or exercise any right to the goods delivered subject to retention of title, the buyer is obliged to inform vendor as soon as reasonably may be expected.
- g) The buyer undertakes;
- to insure and keep insured the goods delivered subject to retention of title against fire, explosion, water damage and theft and make the insurance policy available for inspection;
 - to pledge all claims of the buyer to insurers in respect of the goods delivered subject to retention of title to the vendor, in the manner prescribed in Art. 3:239 of the Dutch Civil Code;
 - to pledge the claims vendor obtains against his buyer from the resale of goods delivered subject to retention of title to vendor in the manner prescribed in art. 3:239 of the Dutch Civil Code;
 - to classify the goods delivered subject to retention of title as the property of the vendor;

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- to cooperate fully in other ways with all reasonable measures the vendor wishes to take for the protection of its ownership right with regard to the case and which do not hinder the buyer unreasonably in the ordinary course of its business.
h) The sub-leasing of goods by lessee is not allowed either.

Article 11 Attributable failure of the buyer / lessee / client

a) If the other party is in default or fails to fulfil one or more of its obligations, all reasonable costs incurred to obtain payment out of court will be charged to the other party. In any case the other party owes 15% of the total amount due as well as payment for the use of the goods at 1 / 260th part of the purchase price and expenses for each day that the goods were at the other party. If Creative Technology Holland shows that higher costs were incurred, which were reasonably necessary to incur, these are reimbursable.

b) Save for the extrajudicial collection costs specified in

Article 11(a), the other party shall also cover the reasonable costs of legal proceedings.

Article 12 Third party materials

Creative Technology Holland shall treat the materials entrusted to it, such as videotapes, cinematographic films and other reproduction and recording materials with great care. However, Creative Technology Holland excludes any liability for damage or loss of materials made available through any cause whatsoever, except deliberate intent or gross negligence on the part of Creative Technology Holland. In those cases where valuable or unique materials need to be used, the other party needs to inform Creative Technology Holland in advance in writing, very expressly and clearly and in great detail. The other party indemnifies the employees of Creative Technology Holland, its assistants and any subcontractors completely against any claims by insurers and other third parties to this effect.

Article 13 Copyrights

The other party indemnifies Creative Technology Holland and any subcontractors fully against claims by third parties concerning infringement of copyright and related rights caused by Creative Technology Holland or any subcontractor parties by copying, multiplication and / or editing and recordings of films, videotapes, television broadcasts and the like to be made for the other party.

Article 14 Applicable law

a) All agreements between Creative Technology Holland and the other party are exclusively controlled by Dutch law. The applicability of the 1980 Vienna Sales Convention is expressly excluded.

b) All disputes between Creative Technology Holland and the other party arising directly or indirectly and / or associated with the contract shall be settled exclusively by the competent Breda district court.