

**GENERAL TERMS & CONDITIONS  
of Silent Disco Box / BOS Audio & Light VOF  
(version\_4.)**

**Article 1 Definitions**

In this general terms and conditions the following terms with their accompanying meaning are used, unless specified differently.

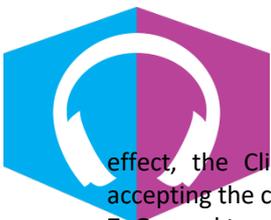
- a. Contractor: the person that accepts the assignment, acting under the names STILLEDISCO.INFO and Silent Disco Box, further acting under the names BOS Audio & Light VOF, BOS Event Support and the former BOS Audio & Light VOF situated at (6049HZ) Herten, De Hanze 14;
- b. Client Company: The client of the Contractor, being every natural person that acts in the execution of a profession or company, a legal person, that signs this agreement with the Contractor;
- c. Client Consumer: the client of the Contractor, being every natural person that does not act in the execution of a profession or company, that signs this agreement with the Contractor;
- d. Clients: Both Client Companies and Client Consumers together, as described in b and c of this article. "Clients" is a collective name in this general terms and conditions for the Client Consumer and the Client Company.
- e. Equipment: The light and sound equipment, and other equipment in the form of silent disco sets, offered for renting and to be ordered by Clients through the website of the Contractor: [www.silentdiscobox.nl](http://www.silentdiscobox.nl);
- f. Rental agreement / agreement: the agreement between the Contractor and their Clients for the rental of equipment / disco sets. There can be an agreement between the Contractor and the Client Consumer, the private customer, and an agreement between the Contractor and the Client Company, a business customer.
- g. Parties: Contractor and Clients that are part of the agreement.

**Article 2 The Contractor**

1. Contractor: STILLEDISCO.INFO and Silent Disco Box, further acting under the names BOS Audio & Light VOF, BOS Event Support and the former BOS Audio & Light VOF situated at (6049HZ) Herten, De Hanze 14, headquartered at (6049HZ) Herten, De Hanze 14, as well as acting under the names STILLEDISCO.INFO and Silent Disco Box;
2. Visitor address: (6049HZ) Herten, De Hanze 14
3. Telephone number: +31857326859
4. E-Mail address: [info@silentdiscobox.com](mailto:info@silentdiscobox.com)
5. Chamber of Commerce (KvK) number: 78171458
6. VAT-identification number: NL003296675B67

**Article 3 Applicability Of These General Terms And Conditions**

1. These general terms and conditions are applicable to all, as well as future, offers, quotations, activities, tasks and agreements, relating to the rental of equipment between Contractor and Clients, for which the Contractor has declared these terms and conditions applicable to, insofar there is no written deviation from these terms and conditions.
2. The present terms and conditions are also applicable on agreements with the Contractor for which the Contractor engages third parties for the execution of the agreement.
3. Clients agree with the content of the general terms and conditions as soon as they make an order through the website of the Contractor, namely [www.silentdiscobox.com](http://www.silentdiscobox.com). The Clients do this by pressing the button 'Order with payment obligation'. Before this button is indeed functional, Clients must tick the boxes concerning if they are placing the order as a private customer or as a company, and that they agree with the general terms and conditions. The Client Company does so by filling in their VAT number. Clients agree with these general terms and conditions before the agreement is entered. The text of these general terms and conditions will be made available to Clients through electronic means, in such a manner that it can be easily stored on a durable medium by the Clients.
4. If any provision of this general terms and conditions is null, annulled or otherwise declared inapplicable, the remaining provisions of these general terms and conditions shall remain in full force. Contractor and Clients will agree on a provision as a substitution for the null, annulled or declared inapplicable provision, for which the goal and purport of the null, annulled or declared inapplicable provision will be honoured.
5. The Contractor reserves the right to unilaterally change or addendum these general terms and conditions. Changes will automatically take effect on the day that the revised terms and conditions are lodged at the Chamber of Commerce and are publicly published on the website of the Contractor. If they are changed during the duration of an agreement, they will be brought to attention to the Clients in written form or electronically per e-mail on the e-mail address known to both the Contractor and the Clients and will take effect one(a) calendar month after the date of the announcement, unless the announcement declares something different.
6. In the case that one of the Clients do not wish to accept the changes to the general terms and conditions, they reserve the right, up until the revised terms and conditions would take effect, to justifiably annul the agreement on the date that the revised general terms and conditions would take effect via registered post. After the revised terms and conditions have taken



effect, the Clients will be considered as – tacitly – accepting the changes.

7. General terms and conditions of Client Companies are not applicable to agreements concluded with the Contractor. The applicability of eventual terms and conditions of the Client Company is explicitly refuted.

8. If a situation occurs between the parties that is not governed by these general terms and conditions, the situation must be evaluated to the purport of these general terms and conditions.

#### **Article 4 The Agreement And Execution**

1. The Contractor is obliged to execute the agreement to their best ability and according to the provisions thereof.

2. If the agreement is made electronically, the Contractor will take suitable technical and organisational measures for the security of the electronic transfer of data and the Contractor will ensure a safe web environment.

3. The Contractor can – within the legal framework – inform themselves if Clients can fulfil their payment obligations, together with all the facts and factors that are relevant to responsibly enter an agreement remotely. If the Contractor has good reasons based on this research to not enter the agreement, they reserve the right to justifiably decline an order or request, or to attach special terms and conditions to the execution.

4. The entitled payments to the right holders of the played musical pieces are owed by the Clients, who must contact the responsible authorities directly for the collection thereof.

5. The Clients must oblige by the demands that are formulated in the rider of the act.

6. The Clients must generally speaking behave as reasonable Clients and follow reasonable instructions from the Contractor.

#### **Article 5 The Offer**

1. If an offer has a limited duration of validity or happens under conditions, this will be explicitly mentioned in the offer.

2. The offer shall contain a complete and accurate description of the offered products and/or services. The description is detailed adequately enough in order for the Clients to make a just evaluation of the offer. If the Contractor uses images these must be an authentic representation of the offered products and/or services. Apparent oversights or apparent mistakes in the offer do not oblige the Contractor.

3. Every offer contains such information that it is clear for the Contractor what the rights and obligations are tied to the acceptance of the offer.

#### **Article 6 Delivery, Return**

1. The rental will be delivered by the Contractor two(2) working days before the day of usage filled in on the website by the Clients and after payment and will be collected on the first working day after the day of usage.

The Contractor is obliged to maintain the indicated delivery timeframe as much as possible, however they are not responsible for the consequences of exceeding this timeframe, if they could not have reasonably foreseen it. Such an exceeding of the timeframe does not oblige the Contractor to any compensation, nor does it give the Clients the right to annul the agreement.

2. The delivery of the rental goods are planned between 08.00 and 18.00 hours, or before 12.00 with a premium. The exact times cannot be planned; the delivery will occur in these times of the day that were agreed upon in advance.

3. The Contractor is authorised to deliver in instalments, or to wait with the delivery until the entire order is complete. If such cases occur, there will be consultation with the Clients.

4. Clients need to ensure that an authorised person is present on the agreed upon day of delivery in order to accept the rental goods. If no one is present at the time of delivery, the Contractor reserves the right to take the rental goods back with them. Clients are still obliged to pay the transport costs. The Contractor can, in consultation with the Clients, still deliver the rental goods, however in the case of difference of opinion concerning if the delivery took place in the agreed upon numbers and/or agreed upon state, the Clients have the explicit burden of proof.

5. The Contractor is only in default after they are informed by the Clients via registered post of the default, and only after a reasonable period has been given in order to correct the default. After this period has passed, the Clients have the right to terminate.

6. The place of the delivery is the address that the Clients have communicated to the Contractor.

7. In the case that the delivery of the ordered product is found to be impossible, the Contractor shall endeavour to make a replacement article available. It will be communicated in a clear and understandable manner that the replacement article will be delivered, at the latest at the time of delivery. The Contractor will account for the costs of possible return shipments.

#### **Article 7 Rental Period**

1. The rental period starts at the time and date that has been agreed upon, and more specifically: at the time the Contractor has made the rental goods available on the agreed upon location.

2. The rental period de facto ends:

- After the written cancellation of the rental goods by the



Clients, at the date specified in this cancellation, with respect to the term mentioned in article 6 paragraph 4;

3. Clients are obliged to abide to the agreed upon rental periods and ensure the timely return of the rental goods.

4. If there are multiple rental goods on the same agreement, it is possible to cancel per (number of) article(s) (partial cancellation). The implicated costs for the delivery and return per (extra) journey will be accounted for by the Clients. The remaining goods shall remain under rental agreement until the rental term is terminated via one of the methods described in paragraph 2 of this article.

5. The cancellation may not be sent later than the desired end date and must be sent per e-mail to the Contractor.

6. The rental period may be extended per e-mail as well as via telephone by Clients until written cancellation.

### **Article 8 Liability And Compensation For Damages**

1. The liability for damages and/or loss of the rental goods are, in the case concerning a Client Company, accounted to the Client Company in all respects starting from the moment that the concerning goods leave the warehouse of the Client Company to, if applicable, the moment that the goods return to it, unless a different agreement was explicitly specified.

2. The liability for damages and/or loss of the rental goods are, in the case concerning a Client Consumer, lays with the Contractor up until the moment of delivery to the Client Consumer or a representative that is assigned and communicated to the Contractor in advance, unless a different agreement was explicitly specified.

3. Clients are liable for:

- a) all damage occurred to the equipment;
- b) loss of the rental materials, even when the damage/loss was caused by the public, with exception of damage caused by staff of the Contractor.

vermissing van de ingehuurde materialen, ook indien die schade/vermissing door het publiek wordt veroorzaakt, met uitzondering van de schade die wordt veroorzaakt door het personeel van Opdrachtnemer.

4. Clients are obliged to ensure that the goods can be retrieved by the Contractor on the agreed upon day between the times of 08:00 and 18:00.

5. Clients are obliged to ensure that there is someone present for the collection of the goods during the above-mentioned time period. If no one is present at the time of collection, the Contractor can still take the goods back. However, if there is a difference in opinion about the good state or correct quantities of the rental goods that were left behind by the Clients, the Clients explicitly carries the burden of proof concerning this.

6. In the case that the goods return to the warehouse in a damaged state, the Clients must pay the costs for the repairs by third parties to the Contractors, or in the case the Contractor repairs themselves, pay the costs based on the tariffs they would normally pay to third parties. If repair is not possible, the Clients must pay compensation

for damages based on replacing the old goods with a new good, minus any possible residual value. Article 10 of these general terms and conditions are supplemental to this article unabatedly, concerning the returning of the rental goods.

7. Clients are also obliged to pay compensation for damages if the Contractor

Opdrachtgevers zijn ook schadevergoeding verschuldigd indien Opdrachtnemer het reclamerecht uitoefent.

8. If the Contractor has imputably fell short towards the Clients, resp. acted unlawful towards them and consequently it is established that the Contractor must pay damages, the compensation of damages will be limited to the amount that was agreed upon with the Clients concerning the rental goods. The Contractor is furthermore only liable within the provisions mentioned in article 16 of these general terms and conditions.

9. If the Clients have not abided by the provisions laid out in article 4, the rights of the Clients to claim damages expires.

### **Article 9 Obligations Concerning The Rental**

1. In the case of non-timely return the Contractor reserves the right to increase the rental price for each day or part thereof for each day exceeded. If it is de facto permanently impossible to return the rental goods, there will be no increased rental price. The increase of the rental price is not valid if the Clients can prove that exceeding the rental period is caused by force majeure.

2. The clients are obligated to watch over the rental goods with due care and ensure that all rental equipment and goods are returned to the Contractor are working, complete with functioning parts – in original state. When receiving the rental goods, they need to sign the delivery receipt and send this along when returning the goods.

3. The Clients are forbidden:

- a) to transfer the rental goods to third parties for usage, to encumber it or to rent it, as well as to sell it, or to dispose of it by other means;
- b) to dismantle the rental goods completely or partially, with exception of exchanging the usual accessories;
- c) to perform any repairing action to the rental goods;
- d) to expose the rental goods to aggressive substances or weather influences;
- e) to make changes to the rental goods, or to placard, paint or rework in any other way;
- f) to have the rental goods installed and/or used by

inexperienced persons;

g) to connect the rental goods with other goods in such a way, that the moveable character of the rental goods are lost.

4. Loss, sale, damages, decay, theft, misappropriation or encumbrance of the rental goods must be reported immediately after discovery to the Contractor by the



Clients. Clients in these cases are obliged to pay the agreed upon rental price as if the rental goods are not lost, sold, damaged, decayed, stolen, misappropriated or encumbered. Moreover, the Contractor reserves the right to charge a compensation for damages.

5. Clients are to ensure adequate insurance against the usual liabilities like damage due to theft, fire, confiscation, destruction and/or damages.

6. Clients have in the case of insured damage to the equipment a deductible per damage case of € 250,- (two hundred and fifty euro).

7. Any form of guarantee for the Clients and liability for the Contractor is annulled if a defect was caused as a result of or flows from incompetent or improper usage, incorrect storage or own maintenance by Clients and/or third parties when Clients and/or third parties have made changes or have tried to make changes to the goods without written approval from the Contractor, have tried to attach other goods which are not meant to be attached, or if the goods are handled or processed in a different manner than is prescribed. Clients are furthermore not eligible for guarantees and liabilities if the defect is caused by or the result of circumstances which cannot be influenced by the Contractor.

8. The goods delivered by the Contractor will remain property of the Contractor at all times.

9. In the case that the Contractor receives a deposit from the Clients within the framework of the rental agreement, the Contractor is free to settle the obligation to pay back the deposit with whatever the Contractor requires from the Clients at any moment, the Clients cannot demand such a settlement.

10. Returning the deposit will take place after the Clients have returned the rental goods and the Contractor has nothing more to claim from the Clients.

11. If the contractor incurs cleaning costs for any reason, € 50 will be invoiced to the client.

12. In the event of the box not being sealed with the red supplied clamps or if the transmitter is not in its travel pouch, the contractor will invoice € 50 to the client.

#### **Article 10 Return Of The Equipment And Complaints**

1. At the point of return of the equipment the Contractor will check these and, if present, check for completeness based on the signed delivery receipt from the Clients.

2. In the case that at the return of the equipment defects are detected, that are not the result of normal usage or normal wear and tear, all costs flowing from the necessary repair and/or cleaning activities as well as replacement, including wage and parts, will be billed to the Clients separately.

3. In the case that at the reception of the equipment parts are missing, the costs of the replacement for these parts will be billed to the Clients based on the new price.

4. Clients are also fully liable for damages of the Contractor due to temporary uselessness as well as the non-rentability of the equipment.

5. The Contractor applies fixed loss amounts for every detected defect, which can be found on the website under the title: 'loss amounts'.

6. Every right to claims from the Clients towards the Contractor in reference to the defects of the goods delivered by the Contractor is annulled when:

- the defects are not communicated to the Contractor within the stated period and/or on the stated manner;
- it concerns repair of defects that the Clients have accepted when entering the agreement.

- it concerns repairs of defects that are the result of changes or additions to the equipment by or on request of the Contractor.

- Clients do not/insufficiently cooperate with an investigation concerning the justification of the complaints;

- the defects are the result of normal wear and tear and if there are changes made to the delivered goods by third parties.

- Clients have not installed, treated, used, stored or maintained the goods in the correct manner or if the Clients have used or treated the goods under conditions or for purposes that are different than what was foreseen by the Contractor;

- the application of the use of the goods regarding the complaints issued by the Clients is continued;

7. If it is concluded that a complaint is unjustified, the costs the Contractor bears for this, including the costs for investigation, are completely accounted by the Clients.

8. If meeting the agreed upon agreement is not possible or meaningful anymore, the Clients are only liable within the limits of article 16 of this general terms and conditions.

#### **Article 11 Complaints**

1. The Contractor requires the Clients to communicate complaints concerning the equipment on the same day or within 24 hours after they have been seen, in written form (per e-mail). If there are no complaints, it holds true between both parties that the equipment is in perfect state and undamaged, with the exception of elements that could not have been discovered by the Clients after

careful inspection. In addition, Clients must inspect the equipment on the day that it is delivered for the elements that was meant in the last sentence, and if

they want to issue a complaint, do so one day after at the latest.

In both instances the Clients sign the delivery receipt in agreement. The Clients cannot appeal afterwards concerning defects and/or incompleteness of the



ordered goods if they have not signed the delivery receipt.

2. If the Contractor finds the report of the Client justified, the Contractor will solely replace the defective parts of the equipment, the Clients do not have the right to claim any compensation of damages.

3. Any right to claims from the Clients towards the Contractor, concerning damages as outlined in this article is annulled when:

- the damage and/or defects are not communicated to the Contractor within the period outlined in paragraph 1 and/or not communicated in the indicated manner;
- the Clients do not or insufficiently cooperate with the Contractor regarding an investigation to the justification of the complaints;
- the Clients have not installed, treated, used, stored or maintained the goods in the appropriate manner or if they have used or treated the goods under inappropriate circumstances for those goods;
- the Clients execute/order execution of repairs and/or changes to the goods without prior, explicit and written consent of the Contractor;
- the goods have been used after discovery of defects as outlined in paragraph 2.

4. Furthermore the Contractor explicitly points out here that the Client Consumer has cancellation and/or annulment possibilities if the Contractor does not fulfil the informational obligations as outlined in the law. The possible cancellation and/or annulment right of the Client Consumer based on infringement of the Contractor of their informational obligations must be executed fourteen(14) days after the agreement has been entered, except if the law dictates another period. The Client Consumer can execute her right by sending an e-mail to the Contractor: [info@silentdiscobox.com](mailto:info@silentdiscobox.com).

#### **Article 12 Rates**

1. The parties agree upon a fixed price during the formation of the agreement, which will be communicated clearly during the process of placing the order on the website.

2. The prices on the website are in Euro and are including VAT, other levies from the government and other costs made for the assignment, for example shipping and administrative costs, unless otherwise indicated.

3. Apparent or obvious errors in the statement of prices or rates can be corrected by the Contractor even after the agreement has been entered. Any additional (renewing) costs will be communicated clearly to the Clients.

4. If the Contractor and the Clients have agreed that the Contractor will enter an agreement with a third party on behalf of the Clients, and this third party increases their prices or rates during the duration of the agreement, the Contractor reserves the right to immediately pass on these new valid prices and/or rates to the Clients, after written communication.

5. In the case that the Contractor agrees with the Clients on a fixed honorarium or fixed price, the Contractor still reserves the right to at any time increase this honorarium or price without it giving the Clients justification to cancel the agreement for this reason, if the increase in price results from an authority or obligation due to the law or regulations, or if the cause is an increase of the price of raw materials, salaries, etcetera, or other reasons that were not reasonably foreseeable at the time of entering the agreement.

6. If the increase in price is more than 10% of a change of the agreement and takes place within three(3) months after entering the agreement, the Clients who can involve title 5 section 3 of Book 6 of the Civil Code solely reserve the right to cancel the agreement via written statement, unless the Contractor:

- is still willing to execute the agreement based on what was originally agreed upon;
- if the price increase is caused by an authority or an obligation placed upon the Contractor by the law; adjusts the applicable prices and rates with consideration to an index agreed upon by the parties or another benchmark.
- has stipulated that the delivery will take place more than three(3) months after entering the agreement;

#### **Article 13 Conformity And Guarantee**

1. The Contractor ensures that the products and/or services fulfil the agreement, the specifications mentioned in the offer, to reasonable demands of soundness and/or usability and the existing regulatory provisions and/or governmental instructions regarding normal usage on the date that the agreement is entered.

#### **Article 14 Payment And Costs**

1. In all cases the Clients must pay the owed amount immediately before delivery, unless agreed upon differently. The payment must occur fourteen(14) days after the invoice date. Delivery will only take place after payment. As soon as the period for payment is exceeded, the Clients are in default, without a notice of default being necessary, and the Clients are charged an interest of 2% per month over the owed amount until fulfilment, starting from the due date, unless the regulatory interest rate is higher, in which case the regulatory interest rate is applicable. Clients can never apply any right to settlement or

suspension towards the Contractor – unless differently stipulated by the law – . The location of payment is the office of the Contractor.

2. In the case that the Clients are in default with the complete payment of the amounts billed by the Contractor to the Clients, then the Clients are also accountable for the extrajudicial (collection) expenses of



the Contractor, where the following applies: a) for an agreement with the Client Company the Contractor will claim compensation of the extra judicial (collection) expenses, and the costs in that case at this point and in the future will be determined to be an amount equal to 15% of the total open principal sum with a minimum of €75,00 for every partially or completely unpaid invoice (whereby the receivable may reach a maximum of 25.000 euro), deviating from article 6:96 paragraph 4 of the Civil Code and deviating from the Resolution “compensation for extra judicial collection expenses”.

For all claims above 25.000 euro, the judicial rules apply with regards to the Law “standard extra judicial collection expenses” and the accompanying Resolution. The Client is accountable for the judicial commercial interest over the made collection costs.

b) for an agreement with a Client Consumer the Contractor will claim an amount equal to the maximum compensation allowed by law concerning extra judicial collection expenses, as is stipulated and is calculated based on the Resolution “compensation for extra judicial collection expenses”, insofar the open amount – after entering default – is not fulfilled by the Client after reminding, within 14 days counted from the day after the day of the reminder.

3. If the Contract however made higher costs for collection than were reasonably necessary, the actual made costs apply for compensation.

4. Even if the Contractor takes precautionary measures, a reminder or exigibility of the claim is not necessary. All extra judicial (collection) expenses (which include costs made for drawing up and sending the reminders, holding composition negotiations and other preparatory actions for a possible judicial procedure) as well as the judicial costs are accountable by the Clients.

5. In the case of non- or untimely fulfilment of the (payment) obligations by the Clients, the Contract reserves the right to cancel the agreement with immediate effect or suspend (further) delivery of services and/or products up until the moment the Clients have completely fulfilled the (payment) obligations, including the payment of the due interest and costs.

6. The Clients (also for the Client Consumer – insofar the law concerns) do not reserve the right to settlement, suspension, cancellation due to failures and/or defaulting, except as far as these terms and conditions stipulate. The Contractor reserves the right to offset everything they claim from the Clients, whether claimable and/or conditionally or not.

7. If there is a substantial detriment to the financial position of the Clients after entering the agreement, but before delivery of the goods, the Contractor reserves the right to completely or partially abstain from further execution of/cancel the agreement, without any obligation to payment for any damage compensations or indemnification. The claims of the Contractor towards the Clients in this case are immediately claimable.

#### **Article 15 Cancellation**

1. The Clients reserve the right to cancel an agreement for rental or the execution of services. If the cancellation takes place within one hundred and sixty-eight (168) hours before the date of the agreed upon performance, the Clients are still accountable for the agreed upon price.

#### **Article 16 Liability**

1. In the case that the Contractor is liable, then this liability is limited to what is stipulated in this provision. De limits of liability included in this article do not apply if the damages are due to intent or gross fault of the Contractor and/or their subordinates.

2. The Contractor has an obligation of means for accepted orders.

3. The Contractor is not liable for damages, in any form, occurred due to the Contractor assuming incorrect and/or incomplete information from the or on behalf of the Clients.

4. The Contractor is never liable for damages as a result of defects in the equipment that the Clients did not identify when entering the agreement, and for damages as a result of defects in the equipment that have arisen after entering the agreement.

5. Furthermore, the Contractor is never liable for incorrect application, assembly or operation of the goods made available by the Contractor to the Clients and if the Clients did not (correctly) follow the given instructions.

6. In every case the Clients are liable towards the Contractor concerning theft, lost, or misappropriation of the equipment during the duration of the agreement.

7. The Contractor is solely liable for direct damages. Indirect damages only include the reasonable costs for identifying the cause and the scope of the damage, insofar the identification concerns damages in the sense of of these terms and conditions, the possible reasonable costs made to counter the poor

performance of the Contractor of the agreement,

insofar these can be made accountable to the Contractor, and reasonable costs made precautionary or to limit damages, insofar the Clients can prove that these costs have led to limiting direct damage as outlined in these general terms and conditions.

8. The Contract is never liable for indirect damages, which includes consequential damages, lost profits, missed savings and damage through business interruption, damages related to materials or programming of third parties (brought in by the Contractor) and damages



related to bringing in recommended subcontractors by the Contractor, are all excluded.

9. The Contractor is never liable for damages or costs due to transmission defects, malfunctions or non-availability of these facilities, unless the Clients can prove that the damages or costs are the result of intent or conscious recklessness of the Contractor.

10. If the Contractor is liable for direct damages, then this liability is limited to a maximum of the invoice amount, and in any case the amount the insurer of the Contractor pays out in the occurring case, including the deductible of the Contractor that applies due to the insurance agreement in the occurring case, and for which the Contractor is accountable. De liability of the Contractor is in any case always limited to the amount of the pay-out of their insurer in the occurring case.

If for any reason whatsoever there is no pay-out as per to the mentioned insurance, any liability is limited to a maximum of the amount equal of the invoice amount regarding the service(s) performed before the event that caused the liability, with a maximum of the deductible as per the mentioned insurance agreement.

11. Subject to the provisions in this article, there cannot be liability for damages when these are caused due to changes in the product/service delivered by the Contractor if they were made by the Contractor themselves or by third parties.

12. Insofar the Contractor is dependent for their activities on the cooperation, services and deliveries of third parties, on which the Contractor cannot or can only limitedly influence, the Contractor is not liable in any way for the defects and/or shortcomings that the third party(ies) might unexpectedly make and the damages resulting from this, regardless if this damage occurs or is visible during the relationship with the Contractor. This provision does not apply when there is any indication of intent or conscious recklessness of the Contractor.

13. Enlisted third parties for the execution of the agreement might want to limit their liability. All orders to agreements from the Clients to the Contractor also include the authority to agree to this liability limiting on behalf of the third party(ies).

#### **Article 17 Indemnities**

1. The Clients indemnify the Contractor for claims of third parties regarding the rights of the intellectual property used by the execution of the agreement on the provided materials, data or information.

2. The Client Company indemnifies the Contractor for all claims of third parties regarding the product liability as a result of a defect in a product or system that has been delivered by the Contractor to third parties and that partially consisted of delivered equipment, programming or other materials by the Contractor, except if and in so far the Client Company can prove that the damages were caused by the equipment, programming or other materials.

3. In the case that Clients provide the Contractor with information carriers, electronic files or software, they guarantee that these information carriers, electronic files or software are free from malware and defects. The Clients are liable for all damages and costs resulting from the information carriers, electronic files or software not being malware or defect-free.

4. The Clients indemnify the Contractor for possible claims of third parties that suffer damages regarding the execution of the agreement and for which the cause is attributable something other than the Contractor, unless one or another is the result of gross negligence or intent by the Contractor.

#### **Article 18 Processing Of Personal Information**

1. The Contractor shall make all efforts that can reasonably expected from them to keep all personal information (in the sense of the General Data Protection Regulation, the DPDR) of the Clients secret and/or confidential and to only use it after consent by the Clients. Refer to the [privacy statement](#) for more information.

#### **Article 19 Reference Location, Applicable Law And Disputes**

1. These general terms and conditions are deposited at the Chamber of Commerce Zuid-Limburg for consultation under number 78171458 and are published on the website [www.silentdiscobox.com](http://www.silentdiscobox.com).

2. Dutch law is applicable to this agreement and all legal relationships stemming thereof, even when an agreement is executed partially or completely in another country, or when the party involved with the legal relationship has their domicile in another country.

3. The parties will first try to settle the disputes that flow from or are concerned with this agreement amongst each other, and endeavour to do this to the utmost of their capabilities.

4. In the case that it has been proven impossible to resolve a dispute as mentioned before, the dispute will be settled by a authorized Dutch lawyer in the business area of the Contractor.