

AVEX GENERAL TERMS AND CONDITIONS

Version October 2026

Article 1. Definitions

1.1 In these general terms and conditions (the “Conditions”), the following terms shall have the definitions set out below:

- a. AVEX: the user of these Conditions and any company affiliated with it that declares these Conditions applicable;
- b. Customer: any natural person acting during a profession or business, or any legal entity, with whom AVEX enters or intends to enter into a legal relationship;
- c. Agreement: any quotation, offer, order, order confirmation, invoice serving as an order confirmation, framework agreement, further agreement and any other agreement between AVEX and the Customer to which these Conditions apply;
- d. Goods: all goods supplied, rented out, installed, maintained or otherwise made available by AVEX, including equipment, materials, parts, software and documentation;
- e. Services: all activities performed by AVEX, including supply-related activities, rental, installation, commissioning, servicing, maintenance, fault rectification, inspection, consultancy and other services;
- f. Service: the maintenance and fault-response services and managed services agreed by AVEX in relation to Goods or installations.

1.2 In these Conditions, “in writing” also includes communication by email or other durable electronic means.

Article 2. Applicability, order of precedence and availability

2.1 These Conditions apply to all offers, quotations, reservations, order confirmations, orders, supplies, rentals, Services, Service, invoices and other legal relationships between AVEX and the Customer.

2.2 The applicability of any general terms and conditions of the Customer is expressly rejected, even where the Customer refers to them and AVEX does not expressly object.

2.3 If and to the extent that a framework agreement and/or further agreement concluded between the parties expressly deviates from these Conditions, the provisions of that framework agreement and/or further agreement shall prevail.

2.4 Deviations from and additions to the Agreement or these Conditions shall be valid only if expressly agreed by the parties in writing.

2.5 These Conditions are available for inspection at AVEX and will be provided to the Customer free of charge upon first request.

2.6 If any provision of these Conditions is void or is annulled, the remaining provisions shall remain in full force and effect. In that event, the parties shall agree a replacement provision that reflects the purpose and intent of the original provision as closely as possible.

Article 3. Offers, formation and entire agreement

3.1 All offers and quotations issued by AVEX are non-binding unless expressly stated otherwise in writing. A quotation shall be valid for the period stated in that quotation.

3.2 An Agreement is formed upon written or electronic confirmation by AVEX, or when AVEX issues an invoice which, having regard to the nature or scope of the order, is to be treated as an order confirmation where no separate order confirmation has been issued.

3.3 Price lists, brochures, catalogues, websites, drawings, designs, technical specifications and other information issued by AVEX shall be binding only if and to the extent expressly confirmed by AVEX in writing.

3.4 The Agreement, including the written or electronic confirmation, any framework agreement, any further agreement and these Conditions, constitutes the entire agreement between the parties and supersedes all previous oral and written agreements, representations, negotiations, correspondence and other communications relating to the same subject matter.

Article 4. Prices, rates and additional work

4.1 All prices and rates are exclusive of VAT and other government levies and exclusive of transport, travel, accommodation, packaging, insurance, assembly, installation, disposal and other ancillary costs, unless otherwise agreed in writing.

4.2 Unless otherwise agreed in writing, AVEX may charge freight, administration and/or small-order surcharges for orders with a net invoice value of less than EUR 250. For orders with a net invoice value of EUR 250 or more, delivery within the Netherlands may be made free of freight and packaging charges, unless otherwise agreed in writing.

4.3 AVEX is entitled to adjust agreed prices and rates for the future where cost-increasing circumstances so require, including increases in wages, materials, energy, transport, exchange rates, taxes, premiums or purchase prices.

4.4 Additional work and supplementary activities not included in the Agreement shall be charged separately at AVEX’s then-current rates.

Article 5. Invoicing and payment

5.1 Unless otherwise agreed in writing, payment shall be made within 30 days of the invoice date, without suspension, discount, set off or counterclaim.

- 5.2 If the Customer fails to pay on time, it shall be in default by operation of law without notice being required. From the due date, the Customer shall owe interest at 1.5% per month or, if lower, the maximum contractually permissible rate, with any part of a month counting as a full month.
- 5.3 All judicial and extrajudicial debt-collection costs shall be borne in full by the Customer.
- 5.4 Payments shall first be applied against costs, then against accrued interest and finally against the oldest outstanding principal amount.
- 5.5 AVEX is entitled to require payment in advance, partial advance payment, security or cash on delivery where it has reasonable grounds to fear that the Customer will not perform its obligations or will not do so on time or in full.
- 5.6 If the Customer requires invoices to be processed through a portal, platform or other system designated by it, AVEX is entitled to charge a reasonable administration fee. This fee is EUR 25 per invoice.

Article 6. General performance and duties of cooperation

- 6.1 AVEX shall perform the Agreement to the best of its knowledge and ability.
- 6.2 The Customer shall ensure that all information, cooperation, approvals, facilities, access, power supplies, networks, workspace and other items required for performance of the Agreement are made available to AVEX in good time and free of charge.
- 6.3 If insurance is required for performance of the Agreement, the Customer shall provide evidence of adequate and current insurance upon AVEX's first request.
- 6.4 The Customer warrants that the installation area and any other location(s) comply with the technical, safety and environmental requirements stipulated or reasonably stipulated by AVEX.
- 6.5 Changes to Goods, installations, connections, configurations or arrangements may be made only with AVEX's prior written consent and shall be at the Customer's expense and risk, unless otherwise agreed in writing.
- 6.6 The Customer shall ensure that AVEX's employees and engaged auxiliary personnel can perform their work in a safe, respectful and professional working environment. The Customer shall refrain from discrimination, intimidation, aggression, bullying, sexual harassment and any other unwanted or inappropriate behaviour towards such persons. The Customer shall ensure that its employees, managers, engaged third parties and other persons acting under its responsibility also comply with this standard.
- 6.7 If AVEX considers that any treatment is unsafe, improper or inappropriate, AVEX is entitled to suspend the work immediately and/or withdraw the employee concerned, without AVEX incurring liability for any resulting delay or loss. Work already performed and costs already incurred shall remain payable in full.
- 6.8 AVEX is entitled to propose alternative Goods, materials, configurations or methods of performance that, in AVEX's opinion, may offer a lower environmental impact, longer service life, better reusability or greater energy efficiency. If a proposed alternative changes the agreed specifications, price or timetable, it shall be implemented only following written agreement between the parties.

Article 7. Supply of Goods and performance of Services

- 7.1 Delivery shall take place by making the Goods available to the Customer, ex works, ex warehouse or in another manner agreed in writing. Risk in the Goods shall pass to the Customer upon delivery.
- 7.2 Stated delivery times and other time limits are not of the essence unless expressly agreed otherwise in writing or the nature of the performance dictates otherwise.
- 7.3 If a delivery time or other time limit is exceeded, the Customer must first give AVEX written notice of default and allow AVEX a reasonable further period in which to perform.
- 7.4 The Customer is obliged to accept the Goods supplied and performances completed when they are made available to it.
- 7.5 AVEX is entitled to make partial deliveries and invoice such partial deliveries separately.
- 7.6 AVEX may advise the Customer on extending service life, repair, reuse, refurbishment, replacement or responsible processing of Goods. The parties may agree in writing that replaced or decommissioned Goods are taken back by AVEX for reuse, refurbishment, recycling or other processing.
- 7.7 Sustainability and environmental data provided by AVEX may be based wholly or partly on information supplied by manufacturers, suppliers or other third parties. Unless expressly agreed otherwise in writing, such data shall not constitute a warranty or guaranteed characteristic of any Goods. AVEX does not warrant the accuracy, completeness or currency of information provided by third parties.

Article 8. Inspection, complaints and returns

- 8.1 The Customer shall inspect Goods and completed work immediately following delivery, completion or performance.
- 8.2 Complaints concerning transport damage, shortages or visible defects must be reported to AVEX in writing, with reasons, no later than 24 hours after delivery. Hidden defects must be reported in writing, with reasons, within a reasonable period after discovery and in any event no later than 14 days after discovery.
- 8.3 Once the periods stated in this article have expired, all claims by the Customer relating to the defect concerned shall lapse.

8.4 If AVEX nevertheless considers a late complaint, it does so entirely without obligation and this shall create no rights or precedent for the Customer.

8.5 Returns shall be accepted only with AVEX's prior written consent. Transport and freight costs for returns shall in principle be borne by the Customer, unless otherwise agreed in writing or the return results from a failure acknowledged by AVEX.

8.6 If it is agreed in writing that AVEX will take back the Customer's existing equipment, parts or materials, the parties shall agree arrangements for transfer of ownership and for reuse, refurbishment, recycling or processing. Where waste is involved, it shall be processed in accordance with applicable legislation and regulations.

8.7 Before transfer or removal, the Customer is responsible for securing and deleting data held on data carriers in or associated with the Goods, unless the parties have agreed in writing that AVEX will perform this work.

Article 9. Warranty and repair

9.1 Unless otherwise agreed in writing, new Goods supplied by AVEX carry a 12-month warranty from delivery against manufacturing and material defects, without prejudice to any longer manufacturer's warranty to the extent transferable.

9.2 The warranty is limited, at AVEX's option, to repair or replacement of the defective part or Goods. Removed or replaced parts shall become AVEX's property.

9.3 No warranty shall apply to defects caused wholly or partly by normal wear and tear, improper or unintended use, incorrect storage, assembly or installation by parties other than AVEX, repairs or alterations by third parties without AVEX's consent, inadequate maintenance, external causes, or government requirements concerning materials or quality that change after the Agreement is concluded.

9.4 For repair or replacement, AVEX may use repaired, refurbished or reused parts or Goods, provided they are suitable for the agreed use and comply with applicable statutory requirements and the specifications agreed between the parties. The Customer's prior consent is required if this results in a material change to the agreed performance.

Article 10. Retention of title and intellectual property

10.1 All Goods supplied by AVEX shall remain AVEX's property until the Customer has fully discharged all payment obligations owed to AVEX on any basis whatsoever.

10.2 Until title has passed, the Customer may not pledge the Goods, create any limited right over them or otherwise encumber them.

10.3 All intellectual property rights in Goods, software, documentation, drawings, designs, reports, advice, configurations, working methods and results of Services supplied by AVEX shall vest in AVEX or its licensors. Each party retains all intellectual property rights in its materials, data, software, documentation and other intellectual property existing before the Agreement. Nothing in the Agreement transfers or assigns such pre-existing intellectual property rights. Unless otherwise agreed in writing, the Customer shall receive only a non-exclusive, non-transferable right of use for the agreed purpose.

Article 11. Rental: reservation, cancellation, delivery, rental period and return

11.1 Rental and delivery can be guaranteed only if AVEX receives and confirms the reservation at least two working days before the requested start date. For shorter-notice reservations, AVEX shall be subject only to an obligation to use reasonable endeavours, unless AVEX expressly confirms in writing that availability and delivery are guaranteed.

11.2 Cancellation by the Customer up to five working days before the agreed performance or start date entitles AVEX to charge the order value. In the event of later cancellation, cancellation is no longer possible, and the full agreed rental price remains payable. Cancellation between ten and five working days before the agreed performance or start date entitles AVEX to charge 50% of the order value.

11.3 Rented Goods may be delivered and installed by AVEX at the agreed location and collected afterwards, if and to the extent agreed. Where delivery takes place without AVEX technical support, an authorised representative of the Customer must sign for receipt.

11.4 For collection by AVEX, the rented Goods must be complete, clean, properly packed where relevant, and ready at the agreed time and place.

11.5 The Customer shall be deemed to have received the rented Goods in good condition, complete and without visible defects, except for visible defects reported by the Customer to AVEX immediately upon delivery in writing and with reasons.

11.6 If, for any reason, the Customer cannot use the rented Goods during the rental period, the agreed rental price shall remain payable in full, except to the extent that AVEX has acted intentionally or with deliberate recklessness or mandatory law provides otherwise.

11.7 Unless otherwise agreed in writing, rented Goods must be received by or returned to AVEX no later than 09:00 on the day following the end of the rental period. AVEX may determine the date and time of return by reference to its receipt or records.

11.8 In the event of late return, the Customer shall owe the agreed daily rental charge pro rata for the period of delay, plus an immediately payable penalty of EUR 250 per item of equipment per day, without prejudice to AVEX's right to full compensation where the actual loss is higher.

11.9 In the event of late return, the rental agreement shall be deemed extended for the period of delay solely to the extent necessary to maintain and enforce the applicable rights and obligations of the parties.

11.10 AVEX is entitled to require a security deposit. Unless AVEX has a due claim against the Customer, the deposit shall be repaid within two weeks after correct return of the rented Goods, less any damage, penalties and other due amounts.

11.11 All parts fitted in connection with maintenance or repair of rented Goods shall immediately become AVEX's property.

Article 12. Rental: use, transport, insurance, damage and repossession

12.1 The Customer shall use and keep the rented Goods with due care and in accordance with their intended purpose and AVEX's instructions and manuals.

12.2 The Customer may not transport the rented Goods without AVEX's prior written consent, except for transport directly required to return them to AVEX.

12.3 The Customer may not, without AVEX's prior written consent, allow third parties to use the rented Goods, rent or sublet them, assign or transfer them, or otherwise place them beyond its actual control. AVEX may withhold consent at its reasonable discretion.

12.4 During the rental period, the Customer shall maintain at its own expense commercially reasonable insurance appropriate to the use and risks of the rented Goods, including adequate liability insurance. AVEX may require that it be named as an additional insured and/or first loss payee where customary and reasonable.

12.5 AVEX is entitled to take out additional insurance for rented Goods at its own expense, without waiving any claim against the Customer.

12.6 Unless otherwise confirmed in writing, the Customer's insurance must as a minimum provide cover without exclusions for, among other things, theft or loss from transport or storage locations, subject to customary reasonable security requirements. In all cases, insufficient cover or refusal of an insurance payment shall be at the Customer's risk where the damage or loss relates, for example, to theft from vehicles parked in the open without adequate security, fraud or embezzlement by the Customer or persons for whom it is responsible, or the intentional failure to return rented Goods without valid reason.

12.7 In the event of total loss, loss, theft, disappearance, irreparable damage or otherwise permanent unusability of rented Goods, the Customer shall reimburse AVEX for the full replacement value, or an expressly agreed fixed value where the parties have specifically agreed such value for the Goods concerned.

12.8 In the event of repairable damage, the Customer shall reimburse the reasonable costs of repair, transport, investigation and handling, together with AVEX's reasonable loss resulting from the temporary unavailability of the rented Goods.

12.9 The Customer shall not be liable for damage to the rented Goods and resulting business interruption loss suffered by AVEX where the Goods concerned were installed and operated by AVEX under the Agreement, except to the extent that the damage is attributable to the Customer.

12.10 If the Customer fails to perform its obligations in relation to rented Goods, AVEX is entitled to repossess or arrange repossession of those Goods immediately. The Customer shall provide all necessary cooperation.

12.11 In the circumstances referred to in paragraph 10, AVEX is entitled, in addition to repossession, to claim instalments already due, rental instalments that would have become due during the remaining agreed rental period, and compensation for loss and costs, to the extent permitted by law and subject to deduction of benefits and avoidance of double recovery.

12.12 If a broadcast/use of our AVEX studios is cancelled within five working days before the reserved date, 100% of the order value shall be charged. In all other cases, the cancellation charge shall be 75% of the order value.

12.13 A broadcast/booking of our studio may be rescheduled free of charge up to three weeks before the booked date/time. If rescheduled up to five working days before the booked date/time, 50% of the reservation value shall be charged. If rescheduled less than five days before the reserved date, 100% of the order value shall be payable.

Article 13. Service: scope, performance and cooperation

13.1 Where Service has been agreed, AVEX shall provide that Service, insofar as the nature of the relevant service permits, to the exclusion of any other provider.

13.2 Where periodic maintenance has been agreed, the Agreement shall specify the number of maintenance visits included in each 12-month period.

13.3 Unless otherwise agreed in writing, periodic maintenance includes only call-out costs and the necessary inspection and maintenance work. It does not include parts, repairs that cannot be combined with periodic maintenance, fault rectification or the associated call-out costs.

13.4 A fault shall in principle be taken up by AVEX within the period stated in the SLA. If repair cannot be carried out on site, AVEX may, where possible and desired by the parties, provide replacement equipment on loan.

13.5 Periodic maintenance shall in principle be carried out during normal working hours. If technicians consider it necessary to allow work started during normal working hours to overrun by no more than one hour, no additional charge shall be made. Work outside normal working hours at the Customer's request shall be performed at additional cost.

13.6 The Customer shall ensure that systems, networks, software, cabling and other facilities not supplied by AVEX but connected to the Goods or installations function properly. Where necessary, the Customer shall provide systems, access, interfaces, test environments and test procedures.

13.7 Additional maintenance and repair costs shall be borne by the Customer where they result from improper use or operation, acts or omissions of the Customer's personnel or engaged third parties, external causes, inadequate environmental conditions, or failure to comply with instructions, manuals, safety regulations, the Agreement or these Conditions.

Article 14. Service agreement, eligibility and service charges

14.1 After expiry of the warranty period, a service agreement may be entered into only if and to the extent that, in AVEX's opinion, the installation or Goods concerned are in good condition or can first be restored to good condition, the relevant documentation is available and the necessary parts remain available.

14.2 Inspection, checking, overhaul and repair costs required to bring an installation or Goods into a serviceable condition shall be borne by the Customer.

14.3 If a service agreement can no longer be entered into or continued, faults and other service work, to the extent accepted by AVEX, shall be carried out at the then-current rates for travel and working time, consumables and parts, to the extent available.

14.4 AVEX may adjust the annual service charge if the composition, size, configuration or load of the installation changes. Annual indexation shall also apply.

14.6 Service charges already due for a current period shall not be refunded, even if equipment or installations are decommissioned, lost or replaced, unless otherwise agreed in writing or mandatory law provides otherwise.

14.7 The minimum term of the service agreement is 12 months and starts on the date on which the agreement is concluded.

14.8 After the minimum term, the service agreement shall be automatically renewed for successive one-year periods.

14.9 AVEX may terminate at any time and without stating reasons by registered letter, subject to a notice period of no more than 30 days. The Customer may terminate at any time by registered letter, subject to a notice period of at least 90 days, unless otherwise agreed.

Article 15. Personnel, confidentiality and non-solicitation

15.1 The parties shall keep confidential all confidential information obtained from each other in connection with the Agreement and shall use it solely for performance of the Agreement.

15.2 For confidential information that is not a trade secret, the confidentiality obligation shall apply during the term of the Agreement and for five years after its termination, unless otherwise agreed in writing.

15.3 For information qualifying as a trade secret under applicable law, the confidentiality obligation shall continue for as long as the information retains its status as a trade secret.

15.4 During the term of the Agreement and for twelve months thereafter, neither party shall actively approach or recruit employees or other persons employed by or working for the other party who are involved in performance of the Services, with a view to employment or another form of ongoing cooperation, except through general recruitment campaigns not specifically directed at those persons.

Article 16. AVEX's liability

16.1 AVEX's liability shall be limited to direct loss and, per event or series of related events, shall not exceed the amount paid or payable by the Customer to AVEX under the relevant Agreement during the twelve months preceding the event giving rise to the loss, subject to an overall cap of EUR 2.5 million.

16.2 In relation to Service, AVEX's liability shall additionally, to the extent permitted by law, be limited as far as possible to physical damage to the installation or Goods concerned that arises directly during performance of the agreed service work, unless other liability has expressly been agreed in writing.

16.3 AVEX shall not be liable for indirect or consequential loss, including loss of profit, loss of anticipated savings, business interruption, loss of goodwill, loss of data, losses caused by delay and losses connected with third-party claims, except to the extent that exclusion is not permitted under mandatory law.

16.4 The limitations and exclusions in this article shall not apply in the event of intent or deliberate recklessness on the part of AVEX's management; to expressly agreed indemnity obligations of the Customer, including the Customer's obligation to indemnify and hold harmless AVEX, its group companies and their directors, employees and engaged auxiliary persons against all third-party claims and related costs, losses and expenses arising out of or connected with: (i) the Customer's failure to perform the Agreement; (ii) materials, data, instructions or information provided by the Customer, including infringement of third-party intellectual property rights; (iii) breach of confidentiality obligations by the Customer; (iv) acts or omissions by the Customer contrary to applicable laws and regulations; or (v) intent, deliberate recklessness or gross negligence by the Customer or its employees, auxiliary persons, subcontractors or end users; to breach of confidentiality obligations if and to the extent that liability has expressly been stipulated; or to liability that cannot be excluded or limited under mandatory law.

16.5 Liability for personal injury or damage to property shall be governed exclusively by mandatory law.

16.6 Any claim for damages shall lapse unless submitted to AVEX in writing, with reasons, within a reasonable period after the Customer became aware of the loss and the person liable for it.

Article 17. Force majeure

17.1 Force majeure on AVEX's part means any circumstance beyond AVEX's reasonable control that temporarily or permanently prevents performance of the Agreement, whether or not foreseeable when the Agreement was concluded, including supply disruptions, transport problems, illness or unavailability of personnel, disruption of energy or data supplies, government measures, import or export restrictions, fire, water damage, cyber incidents, strikes, weather conditions and failures by third parties.

17.2 In the event of force majeure, AVEX is entitled to suspend its obligations for the duration of the force majeure event or terminate the Agreement in whole or in part without liability to pay compensation.

17.3 The Customer's payment obligations in respect of work already performed, Goods already supplied and costs already incurred or reserved shall remain in full force. In the case of rental, the agreed rental price shall in principle also remain payable during the agreed rental period, except where mandatory law or an express written provision provides otherwise.

Article 18. Suspension and termination

18.1 If the Customer fails to perform any obligation under the Agreement, or fails to do so on time or properly, or if AVEX has reasonable grounds to fear that the Customer will so fail, AVEX is entitled to suspend performance of its obligations in whole or in part to the extent justified by the failure or the risk.

18.2 AVEX is also entitled to terminate the Agreement in whole or in part with immediate effect if the Customer fails to perform a material obligation under the Agreement and, after written notice of default, fails to remedy that failure in full within thirty (30) days, or if the Customer applies for a suspension of payments, is declared bankrupt, ceases or liquidates its business, a material part of its assets is attached, or other circumstances arise as a result of which AVEX cannot reasonably be required to continue the Agreement unchanged.

18.3 Termination or suspension by AVEX shall be without prejudice to its right to payment, damages and all other rights under the law, the Agreement and these Conditions.

Article 19. Assignment and survival

19.1 The Customer may not assign all or any of its rights and obligations under the Agreement without AVEX's prior written consent. AVEX is entitled to assign its rights and obligations to a group company or in connection with a restructuring, merger, acquisition or transfer of business.

19.2 Following termination of the Agreement, the provisions concerning confidentiality, intellectual property, liability, payment, dispute resolution, governing law, jurisdiction and all other provisions intended by their nature to survive shall remain in full force and effect.

Article 20. Miscellaneous provisions

20.1 Deviations from or additions to these general terms and conditions, offers, agreements, order confirmations or orders accepted by AVEX, including provisions in purchasing conditions, purchase orders (POs), ordering conditions or other Customer documents, shall be valid only if and to the extent expressly agreed in writing and duly signed by both parties. Failing this, AVEX expressly rejects such deviations or additions, and they shall have no effect.

20.2 If a PO or PO number is required for invoicing, it must be provided within five working days after the Customer's approval.

20.3 The Customer's failure to provide a PO or PO number, or to provide it on time, shall not affect its payment obligations. AVEX is entitled to invoice the agreed amounts in accordance with the Agreement. The payment claim shall become due within the payment period agreed in the Agreement. The absence of a PO or PO number shall not suspend invoicing or payment.

20.4 In performing the Agreement, the parties shall comply with the laws and regulations applicable to them in the areas of the environment, working conditions, human rights, integrity and safety. To the extent reasonably necessary, the parties shall cooperate with each other in meeting statutory obligations directly related to performance of the Agreement.

Article 21. Governing law and disputes

21.1 All legal relationships between AVEX and the Customer shall be governed exclusively by Dutch law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

21.2 All disputes shall be submitted exclusively to the competent court in the Utrecht District, unless mandatory law provides otherwise or AVEX, as claimant, elects to bring proceedings before another court having jurisdiction by law.

End of text.