

General Terms and Conditions governing product hire and the provision of services

These general terms and conditions are applied by Mojo Barriers B.V., which is registered with the Dutch Chamber of Commerce under Number 30136638, which trades under the names of Mojo Barriers and Hardware House, and which has its statutory registered office and place of business at Veldzigt 3 in (3454 PW) De Meern, the Netherlands.

1. Definitions

1.1. The following terms bear the meaning assigned to them for the purposes of these general terms and conditions:

Agreement	an agreement (oral or written) between Mojo Barriers and a Contracting Party governing the provision of Services and/or the hire of Products subject to these general terms and conditions. An Agreement must also be deemed to refer to confirmation of arrangements concerning the provision of Services and/or the hire of Products in the form of confirmation of an order or some other written communication (electronic or otherwise);
Configuration	the design or layout which specifies what Products need to be used and in what formation (such as their order and sequence) they are required to be positioned;
Contracting Party	any party to whom Mojo Barriers provides a quotation and/or with whom it enters into an Agreement, or to whom Mojo Barriers supplies these general terms and conditions;
Day	calendar day;
In Writing / Written	any communication by letter, email or fax.
Intellectual Property Rights	all full global intellectual property and similar related rights in the broadest sense of the term, which are deemed to include, in particular – but not exclusively – (1) patents, (2) trademarks, (3) trading name rights, (4) copyrights, (5) database rights, (6) design rights, (7) know-how and (8) domain names, (or entitlement to same), as well as any future intellectual property rights and applications to acquire the aforementioned or similar rights;
Mojo Barriers	the organisation which applies these general terms and conditions, Mojo Barriers B.V., trading under the names of Mojo Barriers and Hardware House;
Parties	Mojo Barriers and a Contracting Party jointly;
Products	any products which Mojo Barriers hires out, such as Mojo Barriers [®] (or parts thereof), specials of those Barriers and other products related to festivals and events, as well as any spare parts supplied by Mojo Barriers pursuant to such hire;
Quotation	an oral or written offer made by Mojo Barriers to supply specific Products and/or Services for a specific price;
Services	all of the services provided by Mojo Barriers in relation to the Products (or their hire) and any other services. Such Services may comprise the creation of a Configuration, the transportation of Products, the assembly of a Configuration on the relevant Site, the maintenance of supervision on the relevant Site, and the provision of advice;
Site	the place where the Products are assembled or are otherwise used.

2. Scope of application

2.1. These general terms and conditions shall apply to all Quotations, orders and Agreements issued or received by or entered into with Mojo Barriers in whatsoever form they occur, as well as any act (legal or otherwise) that is performed for the purposes of such a Quotation, order or Agreement.

2.2. The application of any general terms and conditions other than these Mojo Barriers general terms and conditions, howsoever such other general terms and conditions may be called and whatsoever form they may take, is explicitly precluded. This is deemed to include procurement terms and conditions or any other general terms and conditions employed by the Contracting Party.

2.3. Any derogating clause, addendum, amendment or other arrangement shall only apply in relation to the Parties, provided that they are agreed to In Writing by the Parties and then only with regard to the specific Agreement mentioned in that respect.

2.4. The Parties shall be deemed to have agreed that these general terms and conditions shall also apply exclusively in respect of any future Quotation, order or Agreement involving them.

3. Quotation, acceptance, fee and cancellation

3.1. Any Quotation issued by or on behalf of Mojo Barriers shall not be binding on the latter until Mojo Barriers has confirmed the conclusion of the relevant Agreement, be that by means of confirmation of the order concerned or not. An Agreement shall be deemed to have been fully and appropriately confirmed, unless the Contracting Party in question objects to the substance of such confirmation within three (3) Days.

3.2. Contrary to what is stipulated in Article 3.1, Mojo Barriers shall not be bound by any Quotation that it has issued and hence no Agreement shall be concluded, in the event that Mojo Barriers had asked the relevant Contracting Party to confirm that Agreement In Writing but that Contracting Party has failed to do so.

3.3. Notwithstanding what is stipulated in Articles 3.1 and 3.2, an Agreement shall nevertheless be deemed to have been concluded, if and as soon as Mojo Barriers proceeds to supply any Products that have been hired and/or to provide Services in accordance with the relevant Quotation which Mojo Barriers has issued.

3.4. Following a request for same from a Contracting Party, Mojo Barriers shall at all times be at liberty to issue a Quotation or to decline to do so. Under no circumstances shall Mojo Barriers have a duty to enter into a specific Agreement.

3.5. The following shall apply in the event that Mojo Barriers issues a Quotation, supplies Products or provides Services based on a drawing or other data supplied by the relevant Contracting Party. In the event that the Contracting Party amends such drawing after the relevant Agreement has been concluded and after it has first been presented to Mojo Barriers, or should any other data change, that Contracting Party shall notify Mojo Barriers of this immediately. In this case Mojo Barriers shall determine whether it can satisfy such amended demand. In the event that Mojo Barriers is able to satisfy such amended demand, it shall amend its Quotation. Should Mojo Barriers be unable or unwilling to satisfy the amended demand, for example, if it does not have any additional Products that are required available, it shall execute the original Agreement. Under no circumstances (which is explicitly deemed to include any situation in which Products that do not correspond to the Contracting Party's amended drawing are supplied) shall Mojo Barriers be liable for any loss in the event that the Contracting Party amends the relevant drawing after Mojo Barriers has issued a Quotation.

3.6. Unless this is explicitly stipulated in the relevant Quotation or subsequently confirmed by Mojo Barriers In Writing, any fees mentioned in that Quotation are stated in the currency referred to in it exclusive of freight and transport charges, as well as any tax (value added or otherwise) or any other levy imposed by public authorities. The Parties shall make separate arrangements concerning freight and transport costs.

3.7. A Contracting Party may only accept a Quotation without derogating from it. Such acceptance must occur within a period of fourteen (14) Days, unless a different period is stipulated in the relevant Quotation. In the event that a Contracting Party fails to accept it on time, Mojo Barriers shall not have a duty to enter into an Agreement subject to the conditions stipulated in that Quotation.

3.8. Should it appear that Mojo Barriers wishes to implement any change in its fee between the time when the relevant Quotation is issued and the Written confirmation of that Quotation by the Contracting Party concerned in accordance with Article 3.2, Mojo Barriers shall give notice of this before or immediately after receiving such confirmation. In this case an Agreement shall only be concluded after the relevant Contracting Party has declared that he consents to the amended fees or in the event that Mojo Barriers nevertheless proceeds to supply the Products that have been hired or to provide the relevant Services in accordance with its amended fees. Should a Contracting Party not consent to such an amendment of fees and no Agreement is concluded as a result, Mojo Barriers shall under no circumstances be liable for any loss due to that.

3.9. In the event that after a Contracting Party has confirmed a Quotation in accordance with Article 3.2, a situation occurs which results in a demonstrable increase in the price of the relevant Services or the Products or their transport (for example, in the event that the price of diesel or any other fuel drastically rises), Mojo Barriers shall be entitled to pass on such price increase to that Contracting Party.

3.10. In the event that a Contracting Party accepts a Quotation on time, Mojo Barriers shall nevertheless be entitled to revoke that Quotation or to cancel the relevant Agreement within seven (7) Days after such acceptance occurs without having a duty to provide compensation for any loss.

3.11. In the event that a Quotation contains a manifest typing mistake, error or lack of clarity, which is at any rate deemed to include the statement of a fee which the relevant Contracting Party knew or should have known could not be realistic, Mojo Barriers shall be entitled to revoke that Quotation or to cancel the relevant Agreement without having a duty to provide compensation for any loss. This clause shall also apply in the event that the Contracting Party concerned has already accepted the relevant Quotation.

3.12. Where a Quotation is issued and a Contracting Party accepts it, when first requested to do so by Mojo Barriers that Contracting Party shall supply a copy of valid proof of the identity of the person acting on its behalf and/or the person who is entitled to represent it.

3.13. In the event that a Contracting Party wishes to rescind (cancel) an Agreement after accepting the relevant Quotation, it may notify Mojo Barriers. Mojo Barriers may decide to consent to such cancellation but shall not at any rate have a duty to do so. Should Mojo Barriers consent to such cancellation, the Contracting Party shall be required to pay Mojo Barriers no less than the following fees:

(a) 25% of the rental payable for the relevant Products, where cancellation occurs more than fifteen (15) Days prior to the scheduled delivery referred to in Article 5.3;

(b) 50% of the rental payable for the relevant Products, where cancellation occurs between fifteen (15) and five (5) Days prior to the scheduled delivery referred to in Article 5.3;

(c) 75% of the rental payable for the relevant Products, where cancellation occurs between four (4) Days and one (1) Day prior to the scheduled delivery referred to in Article 5.3;

(d) the entire amount quoted, where cancellation occurs after the relevant Products have been delivered in accordance with Article 5.3.

4. Payment

4.1. Mojo Barriers shall be entitled to require payment from a Contracting Party of the entire amount invoiced for any Products in advance or upon delivery.

4.2. In the event that payment is not made in advance or upon delivery, it shall occur within thirty (30) Days after the relevant invoice date and no discount, deduction, suspension or setoff shall be permitted.

4.3. In the event that Mojo Barriers Products and/or Services are supplied at different times, Mojo Barriers shall be entitled to invoice the relevant Contracting Party for those Products and/or Services that have already been supplied, even where an overall fee has already been agreed to and not all of the Products have been delivered or all of the Services provided.

4.4. A Contracting Party shall be in default merely by virtue of the expiry of a deadline for payment without the need for any demand, notice of default or judicial intervention. In this case the Contracting Party concerned shall be liable to pay Mojo Barriers default interest equivalent to 1.5% of the relevant invoiced amount for every month that the Contracting Party is in default of payment, where part of a month shall be treated as an entire month, subject to Mojo Barriers' right to demand any outstanding amount in full with immediate effect and subject to any other rights that Mojo Barriers may have, such as a claim to compensation for the entire loss which Mojo Barriers has suffered and may still suffer as a result of the Contracting Party's default.

4.5. In the situation referred to in Article 4.4 the relevant Contracting Party shall be required to compensate Mojo Barriers for all of the expenses that the latter is required to incur for the purposes of collecting the amount which is due, in so far as the Contracting Party is not a natural person who is not acting for the purposes of practising a profession or trade. This is deemed to include both judicial and extrajudicial expenses, which shall at any rate include the actual costs incurred for legal assistance and advice (provided by an attorney, lawyer, court bailiff or any other party). These expenses shall be deemed to amount to no less than 15% of the amount payable plus value added tax subject to a minimum of EUR 250.00. Where the Contracting Party is a natural person who is not acting for the purposes of practising a profession or trade, the maximum amount listed in the most recent debt collection costs scale stipulated in the Extrajudicial Debt Collection Costs (Compensation) Decree [Besluit vergoeding voor buitengerechtelijke incassokosten] shall apply.

5. Hire of Products and provision of Services

5.1. In the event that a Contracting Party hires Products with a total length in excess of fifty (50) metres and designs the Configuration and assumes responsibility

for their transport itself, that Contracting Party shall have a duty to send Mojo Barriers a copy of that Configuration. Should that Configuration be subsequently modified, the Contracting Party shall have a duty to send Mojo Barriers a copy of the latest version immediately. In this case Mojo Barriers may decide to inspect the Configuration and may instruct the Contracting Party about the use of its Products. Nevertheless, Mojo Barriers shall never have a duty to assess a copy of any Configuration sent to it and/or to instruct the relevant Contracting Party. The latter itself shall at all times remain responsible for the safety and reliability of its Configuration and shall bear full responsibility for any loss that occurs, even where Mojo Barriers has a copy of that Configuration at its disposal.

5.2. In the event that a Contracting Party hires Products with an overall length in excess of one hundred (100) metres, Mojo Barriers may decide that the relevant Products may only be transported, assembled and/or used under the supervision of a Mojo Barriers employee or another party engaged by it. Should Mojo Barriers decide to do this, the relevant Contracting Party shall have a duty to bear the costs associated with such person, which is at any rate deemed to include his salary or fee, and his travel and accommodation expenses.

5.3. In the event that a Contracting Party is responsible for transporting the Products which it has hired, delivery shall occur at such time as those Products leave the place where they are held before they are collected by or on behalf of that Contracting Party to be transported to the relevant Site. For example, this could be a Mojo Barriers warehouse or a place belonging to a third party (such as festival grounds or the storage depot of a Mojo Barriers representative). Where Mojo Barriers is responsible for transporting the Products that have been hired, delivery shall be effected when those Products reach the Site.

5.4. A delivery deadline cited by Mojo Barriers shall merely be indicative, unless it is agreed In Writing that it is a deadline.

5.5. All of the risks pertaining to the relevant Products, which is deemed to include the risk of those Products being stolen or damaged, shall pass to the Contracting Party concerned at such time as delivery occurs in accordance with Article 5.3.

5.6. Mojo Barriers shall at all times have the power to avail itself of the services of another party to supply all or some of the relevant Products or to provide all or part of the Services concerned without the need to obtain the consent of the Contracting Party in question.

5.7. Mojo Barriers shall not have a duty to heed a request from a Contracting Party to provide the relevant Services within a shorter or longer period of time than has been agreed. In the event that Mojo Barriers decides to heed such a request from a Contracting Party, the latter shall be liable for all of the additional costs involved.

5.8. Mojo Barriers shall be entitled to suspend delivery of the relevant Products and/or the provision of the Services concerned, or to halt same and not to resume them, as soon as the Contracting Party fails to comply with any of its financial obligations (or fails to do so on time) or in any of the situations set out in Article 12.3.

6. Owner of Products and hire

6.1. In the event that Mojo Barriers places any Products at the disposal of a Contracting Party, this shall always entail their hire. In this case the relevant Agreement may (also) be treated as a hire agreement under the terms of Section 7:201(1) of the Dutch Civil Code. The legal provisions of Chapter 4, Part 1 of Vol. 7 of the Civil Code shall apply in so far as the relevant Agreement or these general terms and conditions does or do not derogate from them.

6.2. Mojo Barriers shall at all times remain the owner of any Products that have been hired, supplied or placed at anyone's disposal.

7. Contracting Party's obligations

7.1. A Contracting Party shall have a duty to look after the relevant Products and to use them in accordance with the instructions for use published on the Mojo Barriers website. These instructions for use shall be supplied when first so requested by a Contracting Party. More especially, the relevant Products must be appropriately transported, stored and used in a secure environment and – where those Products are not kept in a sealed room – must at all times be held under the supervision of the relevant Contracting Party. The latter shall not modify those Products in any way whatsoever.

7.2. A Contracting Party shall only be entitled to hire out, lend or otherwise supply the relevant Products to another party with the prior Written consent of Mojo Barriers. In the event that a Contracting Party receives a request from another party for this purpose, it shall notify Mojo Barriers of this. Should Mojo Barriers consent to this, the Contracting Party shall impose the same obligations on the other party in the form of a contract, as those which the Contracting Party has towards Mojo Barriers under the terms of these general terms and conditions, as well as any other arrangements (oral or Written).

7.3. A Contracting Party shall be required to take out insurance with a reliable insurance company covering all insurable risks associated with the relevant Products, which is at any rate deemed to include damage to property and/or injury to individuals while using those Products, fire, theft and damage. Mojo Barriers must be cited as a co-insured in the relevant policy (or policies). When first so requested by Mojo Barriers, a Contracting Party shall be required to present a copy of the relevant policy (or policies).

7.4. In the event that Mojo Barriers assembles the relevant Products or assists with their assembly, the Contracting Party shall ensure that:

(a) any obstacles that are located on the relevant Site are removed before Mojo Barriers commences its work;

(b) the workplace is accessible to Mojo Barriers' vehicles. Amongst other things, this entails that the access roads to the Site and its grounds are themselves accessible, are not closed, are wide enough, and their surface is of such a nature that vehicles can drive over them easily and safely;

(c) it possesses all of the licences or permits required for the work;

(d) any power points that are required are available within a reasonable distance and that working conditions are reasonable in the area where work is to be performed;

(e) the work may proceed without disruption and that no other work will be performed which could prevent the assembly or disassembly from proceeding without hindrance;

(f) it is possible to store any Products and tools that have been delivered but have not yet been assembled in places which are suitable for them to be stored in and which are accessible to Mojo Barriers;

(g) appropriate facilities are available to Mojo Barriers' employees or any other party engaged by Mojo Barriers and that they are free of charge.

7.5. In the event that (a) Products and/or Services, or at any rate the immovable property where those Products and/or Services are located, are attached, (b) Mojo Barriers' ownership rights to any Products and/or Services are (or may be) prejudiced in any other way, or (c) a Contracting Party applies for a moratorium on payments or files for bankruptcy, that Contracting Party shall notify Mojo Barriers of this immediately but at any rate within two (2) hours after the Contracting Party learns of this.

7.6. In the event that a Contracting Party becomes aware that it is unable to return one (1) or more Products to Mojo Barriers by the agreed deadline or on time for any reason whatsoever, it shall notify Mojo Barriers immediately but by no later than within three (3) hours after it becomes aware of this.

7.7. In the event that a Contracting Party fails to return one (1) or more products to Mojo Barriers by the agreed deadline or on time, Mojo Barriers shall be entitled to charge it a fee in proportion to the original fee that has been charged for the hire of the Products and/or the provision of Services for every Day that it does not have disposal over those Products, where part of a Day shall be treated as an entire Day. Furthermore, Mojo Barriers shall be entitled to recover from the Contracting Party the entire loss (direct or indirect) which it suffers as a result, explicitly including any consequential loss or loss of earnings that it suffers due to the fact that it is unable to supply those Products to another party on time. By way of illustration, should Mojo Barriers agree on a fee of EUR 300.00 for three (3) Days, such fee shall amount to EUR 100.00 for every day (or part thereof).

8. Conformity of the Products

8.1. A Contracting Party shall have a duty to inspect the relevant Products immediately upon their delivery in accordance with Article 5.3. Any Product shortfall and/or defect must be reported to the Mojo Barriers contact person for the relevant project by email within five (5) hours after delivery. In this case the Contracting Party must take clear photographs allowing Mojo Barriers to identify any damage and/or defect affecting each individual Product easily, and must attach those photographs to the relevant email. Should the Contracting Party fail to report any shortfall and/or defect, and/or to attach clear photographs as stipulated in this clause or fail to do so on time, those Products shall be deemed to comply with the relevant Agreement and the Contracting Party shall not be entitled to claim anything from Mojo Barriers in this respect.

8.2. Mojo Barriers Products must be (and remain) in good condition at all times, so as to ensure that they continue to function as best as possible. In the event that a defect manifests itself in any Product after the period referred to in Article 8.1 which could not reasonably have been known to the relevant Contracting Party upon delivery, the latter shall be required to report such defect to Mojo Barriers immediately but by no later than within two (2) Days, in the absence of which any right on the part of the Contracting Party to hold Mojo Barriers liable and to claim compensation for any costs and loss that may occur as a result shall lapse.

8.3. Immediately after discovering a defect a Contracting Party shall separate the defective Product from the other Products and shall visibly mark it as defective (for example, by attaching a label or tag to it). In this case the Contracting Party shall under no circumstances use a Product which is defective, which may not function properly and/or which could harm Mojo Barriers' standing and good reputation.

8.4. Any repair of a Product or part thereof shall only be carried out by Mojo Barriers. A Contracting Party shall only be entitled to repair a Product (or part thereof) itself if it obtains Mojo Barriers' explicit, prior consent for same. Where the relevant Product is located outside the Netherlands, it shall be returned to Mojo Barriers in the Netherlands as soon as possible, unless Mojo Barriers consents to the defective Product being transported with the other Products at the same time. In the event that a Product is not returned for repairs on time, the provisions of Article 7.7 shall apply.

8.5. Where a Product is defective as a result of any defect in workmanship or wear and tear as a result of that Product being used normally, and this is reported by the relevant Contracting Party by the deadline referred to in Clause 8.2 or 8.3, Mojo Barriers shall be liable for the cost of repairing and transporting the relevant Product. In the event that a defect is due to some other cause, the Contracting Party shall be liable for all repair and transport costs, as well as any consequential loss or loss of earnings which Mojo Barriers suffers due to the fact that it will not have the relevant Product at its disposal (or not on time). The relevant Contracting Party shall bear the burden of proving that it is not responsible for the alleged fact that caused the damage.

8.6. Mojo Barriers and any other party engaged by it shall at all times be entitled to inspect and examine any Products that have been placed at the disposal of a Contracting Party. Under no circumstances shall a Contracting Party deny Mojo Barriers or any party engaged by the latter access to the Site(s) where the relevant Products are located.

8.7. Following the expiry of an Agreement Mojo Barriers shall conduct a visual inspection of the Products that have been returned, when they reach its storage depot. Should this inspection reveal that not all of the Products have been returned and/or they have suffered damage which is not due to any defect in workmanship or wear and tear as a result of normal use (in respect of which the relevant Contracting Party shall bear the onus of proof), Mojo Barriers shall provide the Contracting Party with confirmation of this. Mojo Barriers shall at all times remain entitled to hold a Contracting Party liable for any loss for which the latter is liable in accordance with these general terms and conditions, even if Mojo Barriers does not immediately report that any Products are missing or defective in accordance with this clause.

9. Services: assembly, Configuration and transport

9.1. In view of the fact that a Contracting Party and any other party for whom the relevant Products are to be used are familiar with the Site in question, any related factors, such as the layout of the grounds and the nature of the event or any other location for which those Products are to be used, that Contracting Party shall itself be responsible for safety and, more specifically, so-called crowd management. This means that a Contracting Party shall itself be required to assume responsibility for ensuring a safe Configuration and that the relevant Products are assembled and used safely. Anything other than this shall only apply, if the Parties stipulate different arrangements in the relevant Agreement.

9.2. The provisions of Article 9.1 shall also apply in the event that Mojo Barriers

transports the relevant Products, designs the Configuration and/or helps to assemble the Products. A Contracting Party shall at all times be required to ensure that the assembly and use occurs safely.

9.3. If so required, Mojo Barriers shall provide a Contracting Party with a so-called AutoCAD Library. A contracting party may design a Configuration with the aid of this AutoCAD Library. The AutoCAD Library will also clarify how many Products are required for the purposes of assembling such a Configuration. Nevertheless, such an AutoCAD Library does not include any functionality to indicate automatically whether the relevant Products are actually available and/or whether Mojo Barriers is able to supply them, whether a specific Configuration can be safely used and, more specifically, whether it accords with the requirements for safe crowd management. Mojo Barriers shall not be liable in respect of any Configuration that has been produced with the aid of the AutoCAD Library or its eventual use by the relevant Contracting Party. In the event that a Contracting Party has any questions concerning the Configuration or assembly of the Products, it shall be required to contact Mojo Barriers at any time. Article 9.1 shall also apply where an AutoCAD Library is used.

10. Insurance and liability

10.1. Mojo Barriers shall only be liable for any loss that occurs directly as a result of foreseeable, avoidable non-compliance for which it may be held to be culpable, and which is directly related to the relevant Agreement (or its execution).

10.2. Any duty on the part of Mojo Barriers to provide compensation to a Contracting Party on any grounds whatsoever shall at all times be confined to compensation of no more than any direct loss (referred to in Article 10.6) and subject to a maximum equivalent to what Mojo Barriers' insurer pays out or provides in the way of compensation in the relevant case. If so requested by a Contracting Party, Mojo Barriers shall inform the latter of the insured sum.

10.3. If and in so far as Mojo Barriers' professional liability insurer refrains from paying anything out or providing compensation as provided for in Article 10.2 for any reason whatsoever, any duty on the part of Mojo Barriers to provide compensation on any grounds whatsoever shall be confined to the equivalent of no more than the amount invoiced by Mojo Barriers in accordance with the relevant Agreement (exclusive of VAT).

10.4. If and in so far as Mojo Barriers' professional liability insurer does not pay out anything or provide compensation for any reason whatsoever as provided for in Article 10.2 or the limitation of liability referred to in Articles 10.1 and 10.3 is contrary to mandatory law legislation or is not upheld by a court of law and this would mean that Mojo Barriers is liable, the latter's liability or at any rate its duty to provide compensation shall be confined to no more than EUR 25,000.00 (twenty-five thousand euros).

10.5. The limitation of liability referred to in Articles 10.1 to 10.4 shall cease to apply, if and in so far as the relevant loss is due to a deliberate act or omission, or wilful recklessness on the part of Mojo Barriers, such to be proven by the relevant Contracting Party, unless otherwise applicable pursuant to the legally stipulated assignment of the onus of proof.

10.6. For the purposes of these general terms and conditions 'direct loss' is only deemed to refer to:

(a) material damage inflicted on a Contracting Party's property in so far as it has occurred as a direct result of a loss-inflicting act which amounts to a breach of the relevant Agreement;

(b) any reasonable costs which a Contracting Party needs to incur in order to ensure that Mojo Barriers' performance accords with the relevant Agreement. Nevertheless, no compensation shall be provided for such replacement loss in the event that the relevant Agreement is rescinded by that Contracting Party or this occurs pursuant to a claim made by the latter;

(c) any reasonable costs incurred for the purposes of determining the cause and scope of any loss in so far as such determination concerns a direct loss in accordance with these general terms and conditions;

(d) any reasonable costs incurred for the purposes of preventing or limiting any loss in so far as the relevant Contracting Party can show that such costs have resulted in a limitation of any direct loss in accordance with these general terms and conditions.

10.7. Under no circumstances may Mojo Barriers be held liable or be required to pay compensation for any indirect and/or incidental loss, unless the applicable mandatory law legislation does not permit the exclusion of such loss (or part thereof) or at any rate does not permit this in its entirety. Amongst other things, 'indirect and/or incidental loss' for the purpose of these general terms and conditions is deemed to refer to (but is not confined to) consequential loss, loss of turnover and/or earnings, forgone savings, investments, any loss due to the disruption or halt of business and/or any expenses incurred for the purposes of preventing, determining or limiting any indirect and/or incidental loss, and/or liability for same, and any costs incurred for the purposes of securing extrajudicial compensation for such indirect or incidental loss. Should Mojo Barriers nevertheless be liable for any indirect loss, the provisions of Articles 10.1 to 10.5 shall apply, in respect of which the limitations referred to therein shall apply in respect of the sum of any direct and indirect loss.

10.8. In the event that the foregoing clauses are not upheld in law for any reason whatsoever, Mojo Barriers' liability for any loss due to death or physical injury shall under no circumstances amount to more than a total of EUR 1,500,000.00 (one million five hundred thousand euros).

10.9. In all cases Mojo Barriers shall only be liable for any culpable failure to comply with an Agreement, in the event that the relevant Contracting Party properly notifies it In Writing immediately that Mojo Barriers is in default, stipulating a reasonable period of time for it to remedy such non-compliance, and Mojo Barriers also culpably fails to fulfil its obligations after that period of time. Such notice of default must contain as comprehensive and detailed a description as possible of that default, so as to enable Mojo Barriers to respond to it appropriately.

10.10. Any claim against Mojo Barriers for compensation shall lapse merely by virtue of the expiry of twelve (12) months after the fact occurred that led to this claim.

10.11. A Contracting Party shall do all in its power to limit any loss. Under no circumstances shall Mojo Barriers proceed with compensation for any loss which could reasonably have been avoided.

10.12. The provisions of this article shall also apply to the benefit of any legal entity or natural person whose services a Contracting Party avails itself of for the purposes of executing the relevant Agreement.

10.13. Where a Contracting Party is responsible for transport, it shall indemnify Mojo Barriers against any loss which is due to transport arranged by that Contracting Party or any other party engaged by it. Furthermore, a Contracting Party shall indemnify Mojo Barriers against any loss that is due to the assembly and use of the Products concerned or because the relevant Configuration, safety or crowd management was deficient, as well as for any other loss in respect of which that Contracting Party is liable. In such a case Mojo Barriers shall be entitled to implead the relevant Contracting Party in the event that a third party takes action against Mojo Barriers for such loss.

11. Force majeure

11.1. Mojo Barriers may not be held culpable for any failure on its part to comply with an obligation towards a Contracting Party, where Mojo Barriers has to contend with force majeure.

11.2. Force majeure shall at any rate include (but not be confined to) any situation in which Mojo Barriers has to contend with a strike organised by a recognised trade union, war, fire affecting Mojo Barriers, a Site or any other location (belonging to a third party or otherwise) where any Mojo Barriers Products are stored or located, defective tools or vehicles, where it is impossible for such vehicles to reach the relevant Site, to do so on time or to leave a former location, frost, flooding, a storm, sleet, snow and any other disruptive weather conditions, force majeure on the part of any of Mojo Barriers' suppliers, or where Mojo Barriers is hampered in its efforts to comply with its obligations due to any act or omission on the part of the relevant public authorities (local or otherwise).

11.3. The Parties declare that they are aware that the transportation of any Products entails the risk that those Products will not arrive at the relevant Site on time, especially in the case of transport outside the Netherlands, international transport and/or transport by sea. In the event that Mojo Barriers is responsible for transport and it is impossible to deliver any Products to the relevant Contracting Party on time and/or to deliver all of them, as a result of any unforeseen transport difficulties for which Mojo Barriers cannot be held to be culpable (for example, because a ship cannot enter a harbour or because a lorry or vessel breaks down), this shall amount to force majeure on the part of Mojo Barriers as defined in this article and Mojo Barriers shall therefore not be liable for any loss as a result.

12. Termination of these terms and conditions and any Agreement

12.1. These Mojo Barriers general terms and conditions shall remain in force indefinitely and a Contracting Party may not cancel or rescind them unilaterally.

12.2. Mojo Barriers shall be entitled to cancel any Agreement – without citing reasons for doing so – by means of a registered letter subject to a term of notice of three (3) months.

12.3. Furthermore, Mojo Barriers shall be entitled to rescind an Agreement with immediate effect in the event that:

(a) the relevant Contracting Party fails to comply with any of its duties pursuant to that Agreement or these general terms and conditions, which is deemed to include any obligations pursuant to any annex to such an Agreement;

(b) an application is filed for the relevant Contracting Party's bankruptcy, that Contracting Party files for bankruptcy itself, or it is declared bankrupt;

(c) the relevant Contracting Party applies for or is granted a moratorium on payments (provisional or otherwise);

(d) the relevant Contracting Party ceases to conduct its business operations (or a significant part thereof) which is deemed to include the liquidation of its business or the incorporation of that business in a company that exists or is to be established;

(e) a decision is taken to liquidate the relevant Contracting Party in its capacity as a legal entity;

(f) the relevant Contracting Party loses free disposal over its assets (or part thereof), for example, due to their attachment;

(g) the relevant Contracting Party proceeds to dispose of its assets;

(h) another party which is not a group company or subsidiary as defined in Sections 2:24b and 2:24a of the Dutch Civil Code acquires direct or indirect control over the relevant Contracting Party's operations;

(i) the relevant Contracting Party is a natural person and dies.

12.4. In the event that Mojo Barriers decides in favour of termination on the grounds of any of the circumstances referred to in Article 12.2 or 12.3, it shall under no circumstances have a duty to compensate the relevant Contracting Party for any loss or to refund any monies which it has already received.

12.5. Notwithstanding what is stipulated in Article 3.13, a Contracting Party shall not be entitled to cancel an Agreement.

12.6. A Contracting Party shall only have the power to rescind an Agreement, in the event that Mojo Barriers culpably fails to comply with any material obligations stipulated in that Agreement after receiving a proper and as detailed as possible Written notice of default stipulating a reasonable period of time within which such noncompliance may be remedied.

12.7. In the event that an Agreement is cancelled or rescinded in so far as it is legally permissible to do so whatsoever the grounds for same, Mojo Barriers

shall be entitled to charge the relevant Contracting Party for any costs that it has already incurred and fees for the execution of that Agreement (or preparatory for same). Any such amount shall fall due with immediate effect at the time of such cancellation or rescission.

12.8. In the event that an Agreement is terminated, all of the Products that have been placed in the relevant Contracting Party's possession in accordance with that Agreement shall be returned to Mojo Barriers along with any other items or materials which belong to Mojo Barriers and which have been placed in that Contracting Party's possession pursuant to the Agreement. Mojo Barriers shall not be liable to pay a Contracting Party a fee for such return, unless the Parties have made other arrangements In Writing in that respect.

13. Intellectual Property Rights

13.1. All Intellectual Property Rights to any Products and/or Services, Configurations or other materials such as designs, analyses, documentation, reports, instructions for use, assembly calculations, implementation drawings, quotations, price lists, packaging, tags, labels and advertising materials developed and/or provided as a result of an Agreement, as well as any preparatory materials for same shall be vested exclusively in Mojo Barriers and its licensor(s).

13.2. A Contracting Party shall only be entitled to exercise any Intellectual Property Rights held by Mojo Barriers or its licensor(s), where it is necessary for it to do so for the purposes of executing these general terms and conditions or the relevant Agreement. Such a licence granted to a Contracting Party shall be non-exclusive and nontransferable.

13.3. Unless Mojo Barriers stipulates otherwise In Writing, a contracting party shall not be entitled to make available to the public and/or replicate any of the materials referred to in Article 13.1 with the exception of the making available to the public of the relevant Products.

13.4. A Contracting Party shall warrant that it will not do or fail to do anything that infringes Intellectual Property Rights held by Mojo Barriers or any other party from whom Mojo Barriers has obtained a licence, render such rights invalid, or endanger the property of the relevant rights holder and/or Mojo Barriers' licence to such Intellectual Property Rights.

13.5. A Contracting Party shall not be permitted to remove any indication on the Products concerning Mojo Barriers' Intellectual Property Rights, such as a label or tag.

13.6. In the event that any Intellectual Property Rights that come into existence in association with an Agreement and in so far as all or part of such rights are held by the relevant Contracting Party, the latter shall have a duty to transfer those Intellectual Property Rights to Mojo Barriers free of charge when it first requests this

14. Non-disclosure

14.1. Both while an Agreement is in effect and following its expiry, a Contracting Party shall have a duty not to disclose anything that comes to its knowledge pursuant to the relevant Agreement and/or whose confidential nature is self-evident, or which Mojo Barriers designates as being of a confidential nature, which shall at any rate include the substance of the relevant Agreement.

15. Miscellaneous

15.1. Mojo Barriers shall be entitled to amend or alter these general terms and conditions unilaterally by giving a Contracting Party Written notice to this effect. Such an amendment shall come into effect at the time of commencement that is announced. Where no time of commencement is announced, an amendment shall come into effect in relation to a Contracting Party, as soon as the latter is notified of it. In the event that a Contracting Party cannot consent to the amended general terms and conditions, it shall be required to give notice of this within five (5) Days. In the latter case Mojo Barriers shall be entitled to refrain from entering into any further agreements with that Contracting Party.

15.2. These general terms and conditions shall be available in both Dutch and English. In the event of any difference in interpretation between these versions the Dutch version shall at all times prevail and be binding on the Parties.

15.3. In so far as a Quotation derogates from what is stipulated in these general terms and conditions, what is stipulated in that Quotation in respect of the relevant point shall prevail in so far as it concerns that Quotation.

15.4. The nullity or potential nullification of any clause of these general terms and conditions or an Agreement shall not mean that all of these general terms and conditions or that Agreement are or is null and void. In the event that a clause is void, the Parties shall enter into consultation with each other for the purposes of deciding on a legally valid clause to replace it to the extent that the overall meaning of that clause and these general terms and conditions or the relevant Agreement is retained.

16. Choice of law and forum

16.1. Any Agreement and these general terms and conditions shall be governed by and construed in accordance with the law of the Netherlands. The application of the United Nations Convention on Contracts for the International Sales of Goods is precluded.

16.2. Any dispute arising between the Parties pursuant or otherwise in relation to an Agreement and/or these terms and conditions, which is deemed to include any that is regarded as such by either party, shall be resolved as far as possible through close consultation. In the event that the Parties are unable to resolve the dispute, it shall be adjudicated by a competent court of law in Utrecht, the Netherlands, unless Mojo Barriers elects to institute proceedings against a Contracting Party before a competent court of law in another state or jurisdiction.