

## GENERAL CONDITIONS

for

NEP Sweden AB with VAT no SE556403570601  
abbreviated to NEP in the contract terms below.

### 1. The general contract conditions

- 1.1 NEP, NEP Sweden AB, general contract conditions apply to all quotations and orders, agreements which NEP sell and / or rent products and / or services to the Customer.
- 1.2 The general contract conditions are an incorporated part of the agreement between NEP and the Customer and after the agreement is signed a binding contract is concluded between NEP and the Customer. If NEP and the Customers Agreement conditions introduced deviates from these general contract conditions, the deviations in the written agreement take precedence over the general contract conditions.
- 1.3 Swedish law shall apply in the relationship between NEP and the Customer for the issues not regulated in these contract conditions or in the contract, commonly called the agreement between NEP and the Customer. If any part of the agreement between NEP and the Customer states contrary to Swedish law, Swedish law take precedence over the agreement for these deviations. The remaining agreement remains valid.
- 1.4 The Swedish version of these general conditions shall take precedence over any other translations if the translation versions appear contradictory.
- 1.5 NEP always has right to modify and make additions to these general conditions. Such changes enter into force upon the date of the changes and do not have retroactive effect.
- 1.6 All quotes are valid for 30 days from the date of issue or shorter unless specified differently in writing. Quotes are offers that NEP may at its sole discretion withdraw or adjust the offer at any time if necessary.
- 1.7 For products and/or services, where there is no written agreement, the NEP invoice shall be considered as the customer approved agreement.

### 2. NEP services

- 2.1 NEP undertakes, according to the agreement, to deliver to the customer:
  - Sold services
  - Rented equipment
  - Sold equipment
- 2.2 NEP delivers the agreed services at its sole discretion. The Customer is not entitled to exercise control over how NEP performs services such as staffing, product selection, or subcontractor involvement, as long as it isn't separately agreed.
- 2.3 The customer must only use the equipment in a way it is meant to be used.

### 3. Contract Period

- 3.1 The contract period shall enter into force at signature of the agreement. The contract period ends when both parties have fulfilled their respective obligations under the agreement.
- 3.2 In the event of no written agreement, the contract period begins when the order is acknowledged and ends when NEP consider both parties obligations are fulfilled.

### 4. Price

- 4.1 Price is regulated in the agreement between NEP and the Customer. The Customer is responsible for all costs incurred in addition to the written agreement.
- 4.2 The Customer understands that where price is an estimate, the final price may be higher. Any discounts in the agreement are conditional upon customers' payment according to the payment terms. If the Customer does not pay according to the payment terms, NEP will immediately withdraw the discount.

### 5. Currency Adjustment

- 5.1 For prices, which are based on currencies other than the Swedish krona (SEK), NEP reserves the right to exchange adjustment if more than 5% changes in the exchange rate

### 6. Payment Terms

- 6.1 If no payment conditions are specified, the full payment must be proceeded at latest 30 days after the invoice was sent.

- 6.2 Any overdue payment shall carry interest at the reference rate, as determined by Sveriges Riksbank, +10% per month on the amount delayed payment from the due date until payment has been made. The interest rate will apply even if respite on the due date has been granted.

- 6.3 Any objections to the invoice must be presented in writing and be communicated to NEP within 8 days after the invoice date. Such remarks do not affect the invoice due date.

### 7. Retention of title

- 7.1 All rental equipment is NEP individual property and the Customer shall not assign, mortgage, pledge or otherwise dispose of that property in violation with the agreement. Upon sale of equipment NEP retains ownership until full payment and Customer otherwise fulfilled its obligations under the agreement.

### 8. Risk Transfer Equipment

- 8.1 Rented equipment is considered delivered when it leaves NEP. "Ex Works" in accordance with Incoterms 2010 are applicable. I.e. transportation of the equipment is at Customer's risk

### 9. Investigation Duty and equipment condition

- 9.1 NEP ensures that rented equipment is in good condition when it leaves NEP. Customer is responsible for the receipt of the equipment and shall perform proper inspection of its condition. Any remarks on the condition of the equipment must be immediately notified in writing to NEP.
- 9.2 If the Customer has made a remark as above, and the complaint is approved, NEP undertakes to rectify the deficiency at no cost. The Customer is not, due to the deficiency, entitled to any other compensation or the right to cancel the contract.

- 9.3 The Customer is responsible for making relevant research if the equipment is fit for purpose. Information and advice from NEP does not relieve the Customer of this responsibility.

### 10. Duty of disclosure

- 10.1 The Customer is obligated to immediately notify NEP of any damage, failure or loss of equipment, and in the event of any personnel incident or injury.

### 11. Liability and insurance

- 11.1 NEP is responsible for damage on equipment and personnel accidents when caused by NEP or by personnel who is engaged by NEP. NEP is required to obtain adequate and valid insurance.
- 11.2 The Customer is solely responsible for damage to equipment and personnel when the damage is caused by the Customer's staff or third parties, including staff that the Customer has contracted, the audience, spectators, visitors and others. Throughout the contract period the Customer is solely responsible for the loss of equipment. The Customer is required to hold adequate insurance cover for personnel as well as the leased equipment's full value.

### 12. Guarantees for equipment sold

- 12.1 Guarantees for equipment sold shall be specified in the agreement to be valid.

### 13. Rental period for rental equipment

- 13.1 Rental period is from when the equipment leaves NEP until the equipment is returned to NEP.

### 14. Care for rental equipment

- 14.1 The Customer is obligated to handle of the rented equipment in a properly and adequate manner. The equipment shall be returned in the condition in which the equipment was at the handover to the Customer, taking into account normal wear and tear.
- 14.2 If the equipment is not returned to NEP in the same condition as at the time of handover to the Customer, NEP is entitled to charge the customer for the resources, personnel and materials, which must be utilized to restore the equipment in its original condition. If equipment is missing, NEP will charge the customer the full value of the equipment.

#### 15. Service and repairs for rental equipment

- 15.1 NEP has the exclusive right to perform any repairs on the NEP rented equipment. The Customer must not carry out any repairs on the rented equipment without the written approval of NEP.
- 15.2 The Customer is responsible to send any defect rented equipment to MMS for repair or replacement. NEP reserves the right to replace defect or damaged rented equipment with similar alternative equipment.

#### 16. Safety precautions

- 16.1 The Customer is responsible that rented equipment is, at all times, under surveillance by qualified personnel or stored in a locked, secured storage according to applicable insurance standards.
- 16.2 The Customer is responsible for secure a suitable local transport route to the designated location.
- 16.3 The Customer is responsible to ensure that equipment is used according to applicable safety standards and regulations regarding e.g stage construction, rigging points, hoists, camera platforms and obstructions.
- 16.4 If NEP or the NEP personnel consider there is a risk of accident or damaged equipment, NEP and the NEP personnel engaged has the right to immediately turn off the equipment and take the measures deemed necessary to protect the equipment, staff, spectators or other third party.
- 16.5 If the Customer or through hired third party supplies and/or provides constructs, equipment and/or personnel, the Customer is responsible for the staff are qualified and that the equipment and constructs meets the applicable safety standards and including environmental conditions which may affect. If this condition is not met, NEP has the right to cancel all work activities.

#### 17. Technical responsibility

- 17.1 NEP is not responsible for the following:
- Delays in the schedule due to lack of organization by the Customer or a third party,
  - Electrical fault, resulting in delays or canceled events,
  - Poor operation of installation equipment that results in damage to the NEP equipment and in delayed or canceled event or
  - Failure of the equipment due to faulty, weak or disturbed signal source/distribution line supplied by the Customer or by third parties.

#### 18. Customer responsibilities for primary power connection

- 18.1 The Customer is responsible to provide necessary primary power according to specifications, and ensure proper connection is done by a certified electrician.

#### 19. Limitation of financial liability

- 19.1 Rental - NEP financial liability shall be limited to the agreed rental price. In the case the rental period is multiple days, the NEP liability is limited to the rental price for each day.
- 19.2 Sales - NEP financial liability shall be limited to the sales price.

#### 20. Additions and changes

- 20.1 Additions to, and changes of, the Agreement shall be verified in writing by both parties to apply. NEP undertakes to fulfill the Customer's requests if NEP time and resources are available. Cost of additions are charged according to current price list for services or equipment unless otherwise is agreed in writing.

#### 21. Cancellation

- 21.1 If the contract is canceled by NEP because of unforeseen events, such as strikes, accidents, damaged equipment or the like, commits the NEP to return any advance payments received
- 21.2 If the contract is canceled by the Customer after the contract is entered, the Customer agrees to pay the full amount agreed or such large part of the payment which the parties agree. NEP also have a right to demand compensation for damage and for the direct and indirect loss that NEP suffer as a result of the Customer's cancellation. Unexpected events leading to the Customer wishes to cancel the contract does not relieve the Customer from liability.

#### 22. Assignment

- 22.1 The Customer must not - without the written consent of NEP - transfer, pledge or otherwise dispose of this Agreement. The Customers eventual change in ownership, structural change or likewise does not relieve the Customers attachment to the contract but admits NEP the right to terminate the contract.

#### 23. Secrecy

- 23.1 NEP and the Customer undertakes not to unlawfully disclose to third parties the information contained in the agreement. All rights relating to NEP ideas, system, design drawings, calculations and the like are reserved NEP. Confidential is any information that under the agreement is subject to confidentiality, as well as the information that can reasonably be assumed ought to remain confidential.

#### 24. NEP breach of contract

- 24.1 NEP undertakes to meet its obligations under the contract. If NEP does not deliver in line with the contract, and this is due to the Customer, the Customer is entitled to a reasonable price reduction. A prerequisite for such price reduction is that the Customer has notified in writing to NEP about the breach within reasonable time and that NEP has not resolved the deficiencies within a reasonable time. Small deviations regarding the equipment does not justify the Customer to any compensation or right to cancel the contract.
- 24.2 NEP shall respect the delivery times as NEP and the Customer have agreed on but a reasonable violation of these do not entitle the Customer to any compensation, sanction or to cancel the contract. Small deviations regarding the equipment does not justify the Customer to any compensation, sanction or right to cancel the contract.

#### 25. Customer's breach of contract

- 25.1 NEP may at its sole discretion reserves immediately terminate the contract or withhold delivery if:
- The Customer does not fulfill the payment plan,
  - The Customer has an unpaid, overdue payment to NEP,
  - The Customer should enter into liquidation, or become or assumed to be insolvent, or enter into corporate reorganization proceedings,
  - The Customer otherwise fails to fulfill the contract or NEP has the right to assume that this will happen.

In the event of contract breach, NEP has the right to immediately receive full payment by the Customer, or a large part of the payment, which the parties come to an agreement upon in written. The Customer is obliged to immediately return the equipment affected by the canceled contract. NEP has the right to claim liquidated damages and refund on costs occurred due to breach of contract.

#### 26. Force majeure

- 26.1 In cases of force majeure NEP has the right to withhold performance or terminate the contract in whole or cancel parts of the agreement. The Customer is not entitled to compensation for damage caused to the Customer for this. Force majeure refers to events or circumstances beyond the control of NEP and means that NEP cannot reasonably be expected to meet its obligations under the agreement. Examples of events or circumstances that may constitute force majeure is war, threat of war, civil war, riot, flood, storm, fire, strikes and interventions by the State or public authorities.

#### 27. Liquidated damages

- 27.1 The Customer is not entitled to NEP demand liquidated damages if it is not specified in the agreement.

#### 28. Legal disputes

- 28.1 Any dispute arising from or relating to this Agreement and is not solved by the parts shall be treated exclusively by Swedish court and all dealings between the NEP and the Customer shall be subject to Swedish law.