

GENERAL CONDITIONS

for

Mediatec Sweden AB with VAT no SE556341293001
abbreviated to MT in the contract terms below.**1. The general contract conditions**

- 1.1 MT, Mediatec Sweden AB, general contract conditions apply to all quotations and orders, agreements which MT 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 MT and the Customer and after the agreement is signed a binding contract is concluded between MT and the Customer. If MT 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 MT and the Customer for the issues not regulated in these contract conditions or in the contract, commonly called the agreement between MT and the Customer. If any part of the agreement between MT 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 MT always has the 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.
- 1.5 All quotes are valid for 30 days from the date of issue or shorter unless specified differently in writing. Quotes are offers that MT may at its sole discretion withdraw or adjust at any time if necessary.
- 1.6 For products and/or services, where there is no written agreement, the MT invoice shall be considered as the customer approved agreement.

2. MT services

- 2.1 MT undertakes, according to the agreement, to deliver to the customer:
 - Sold services
 - Rented equipment
 - Sold equipment
- 2.2 MT delivers the agreed services at its sole discretion. The Customer is not entitled to exercise control over how MT performs services such as staffing, product selection, or subcontractor involvement.

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 MT consider both parties obligations are fulfilled.

4. Price

- 4.1 Price is regulated in the agreement between MT 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, MT will immediately withdraw the discount.

5. Currency Adjustment

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

6. Payment Terms

- 6.1 The contract will enter into force upon full payment unless other payment conditions are specified in the agreement. If no payment conditions are specified, MT can in its sole discretion cancel the agreement until full payment has been received.
- 6.2 Any overdue payment shall carry interest at the reference rate, as determined by Sveriges Riksbank, + 8% 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 MT 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 MT 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 MT retains ownership until full payment and Customer otherwise fulfilled its obligations under the agreement.

8. Risk Transfer Equipment

- 8.1 The equipment is considered delivered when it leaves the MT warehouse. "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 MT ensures that the equipment is in good condition when it leaves the MT warehouse. 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 MT.
- 9.2 If the Customer has made a remark as above, and the complaint is approved, MT 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 MT does not relieve the Customer of this responsibility.

10. Duty of disclosure

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

11. Liability and insurance

- 11.1 MT is responsible for damage on equipment and personnel accidents when caused by MT or by personnel who is engaged by MT. MT 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 the MT warehouse until the equipment is returned to the MT warehouse.

14. Care for rental equipment

- 14.1 The Customer may only use the equipment for its intended purpose.
- 14.2 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.
- 14.3 If the equipment is not returned to MT in the same condition as at the time of handover to the Customer, MT 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, MT will charge the customer the full value of the equipment.

15. Service and repairs for rental equipment

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

16. Safety precautions

- 16.1 The Customer is responsible that the 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,
- 16.4 If MT or the MT personnel consider there is a risk of accident or damaged equipment, MT and the MT 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, MT has the right to cancel all work activities.

17. Technical responsibility

- 17.1 MT 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 MT equipment and in delayed or canceled event or
 - Failure of the equipment due to faulty, weak or disturbed signal source 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 - MT financial liability shall be limited to the agreed rental price. In the case the rental period is multiple days, the MT liability is limited to the rental price for each day.
- 19.2 Sales - MT 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. MT undertakes to fulfill the Customer's requests if MT 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 MT because of unforeseen events, such as strikes, accidents, damaged equipment or the like, commits MT 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. MSS also have a right to demand compensation for damage and for the direct and indirect loss that MSS 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.
- 21.3 If the booked equipment is cancelled and no cancellation fee is specified in a separate agreement, the customer agrees to pay according to the terms below:

Within **7 days** before the contract period **50%** of the total price is charged.
Within **2 days** before the contract period **100%** of the total price is charged.

- 21.4 MT also have a right to demand compensation for damage and for the direct and indirect loss that MT 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 MT - 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 MT the right to terminate the contract.

23. Secrecy

- 23.1 MT and the Customer undertakes not to unlawfully disclose to third parties the information contained in the agreement. All rights relating to MT ideas, system, design drawings, calculations and the like are reserved MT. 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. MT breach of contract

- 24.1 MT undertakes to meet its obligations under the contract. If MT 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 MT about the breach within reasonable time and that MT 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 MT shall respect the delivery times as MT 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 MT 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 MT,
 - 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 MT has the right to assume that this will happen.

In the event of contract breach, MT 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. MT 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 MT 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 MT and means that MT 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 MT 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 shall be treated exclusively by Swedish court and all dealings between the MT and the Customer shall be subject to Swedish law.