



GENERAL TERMS AND CONDITIONS

for

Creative Technology Northern Europe AB with VAT no SE556341293001
abbreviated to CT in the contract terms below.

1. The general contract conditions

1.1 CT, Creative Technology Northern Europe AB, general contract conditions apply to all quotations and orders, agreements which CT 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 CT and the Customer and after the agreement is signed a binding contract is concluded between CT and the Customer. If CT 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 CT and the Customer for the issues not regulated in these contract conditions or in the contract, commonly called the agreement between CT and the Customer. If any part of the agreement between CT 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 Terms And Conditions shall prevail before other language versions as the language versions appear contradictory.

1.5 CT 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.

1.6 All quotes are valid for 30 days from the date of issue or shorter unless specified differently in writing. Quotes are offers that CT may at its sole discretion withdraw or adjust at any time if necessary.

1.7 For products and/or services, where there is no written agreement, the CT invoice shall be considered as the customer approved agreement.

2. CT services

2.1 CT undertakes, according to the agreement, to deliver to the customer:

- Sold services
- Rented equipment
- Sold equipment

2.2 CT delivers the agreed services at its sole discretion. The Customer is not entitled to exercise control over how CT 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 CT consider both parties obligations are fulfilled.

4. Price

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

5. Currency Adjustment

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

6. Payment Terms

6.1 Customer shall pay the Price (and any VAT), notwithstanding that performance may not have taken place, to be received by CT in cleared funds on or before the date(s) specified for payment or, if none, on or before the earlier of (i) 3 working days prior to date of supply of the equipment or services and (ii) 20 days from date of CT's invoice.

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 CT 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 CT 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 CT 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 CT warehouse. EXW "Ex Works" in accordance with Incoterms 2020 are applicable. I.e. transportation of the equipment is at Customer's risk

9. Investigation Duty and equipment condition

9.1 CT ensures that the equipment is in good condition when it leaves the CT 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 CT.

9.2 If the Customer has made a remark as above, and the complaint is approved, CT 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 the purpose. Information and advice from CT does not relieve the Customer of this responsibility.

10. Duty of disclosure

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

11. Liability and insurance

11.1 CT is responsible for damage on equipment and personnel accidents when caused by CT or by personnel who is engaged by CT. CT 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 CT warehouse until the equipment is returned to the CT 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 CT in the same condition as at the time of handover to the Customer, CT 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, CT will charge the customer the full value of the equipment.

15. Service and repairs for rental equipment

15.1 CT has the exclusive right to perform any repairs on the CT rented equipment. The Customer must not carry out any repairs on the rented equipment without the written approval of CT.

15.2 The Customer is responsible to send any defect rented equipment to CT for repair or replacement. CT 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 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.

16.4 If CT or the CT personnel consider there is a risk of accident or damaged equipment, CT and the CT 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, CT has the right to cancel all work activities.

17. Technical responsibility

17.1 CT 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 CT 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 - CT financial liability shall be limited to the agreed rental price. In the case the rental period is multiple days, the CT liability is limited to the rental price for each day.

19.2 Sales - CT 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. CT undertakes to fulfill the Customer's requests if CT 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 The Customer is not entitled to cancel or terminate the agreement except with CT written consent and then only on terms that Customer indemnifies CT in full against all loss (including, without limitation, CT loss of profit and reimbursement of all costs) incurred prior to or as a result of cancellation or termination. Unexpected events leading to the Customer wishes to cancel the agreement does not relieve the Customer from liability.

21.2 If a show get cancelled due to the State official communication, that limits event participations, the CT written consent is specified below. The conditions are valid from 16 April 2020 until the version date were this paragraph, 21.2, is removed or changed. Following applies:

- All expenses incurred and all time spent on the project in accordance with the agreement will be fully paid according to the commercial terms in the agreement
- Any expenses for 3rd part expenses incurred will be fully expensed according to the commercial terms of the agreement
- Cancellations latest 45 days before start of the event will not be charged apart from the above
- Cancellations 44-30 days before start of the event will be charged 30% of the total contract value
- Cancellation 29-16 days before start of the event will be charged 50% of the total contract value
- Cancellations within 15 days until start of the event will be charged 100% of the total contract value
- A postponement can only be made in a written mutual agreement. A deposit of 50% is required for a postponement. The maximum period for a postponement is 12 months counted from the cancellation date

22. Assignment

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

23. Secrecy and data protection

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

23.2 Both parties will comply with all applicable legislation regarding privacy, data protection, unsolicited communications, telecommunication and security.

24. CT breach of contract

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

In the event of contract breach, CT 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. CT has the right to claim liquidated damages and refund on costs occurred due to breach of contract.

26. Force majeure

26.1 CT shall not be liable to the Customer by reason of any delay or failure in performing CT obligations due to any cause beyond CT reasonable control including, without limitation, fire, flood, material adverse weather conditions (when CT shall be entitled not to install or, if installed, may take down all or any of the equipment), interruption of power supply, war, pandemic, epidemic, quarantine, act of terrorism or civil disturbance, industrial action or trade dispute or blockade, legal or governmental restriction or embargo ("Force Majeure"). The Customer is not entitled to compensation for damage caused to the Customer for this.

27. Liquidated damages

27.1 The Customer is not entitled to CT 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 CT and the Customer shall be subject to Swedish law.

29. Intellectual Property

29.1 The Customer acknowledges that CT may use data, software, tools, designs, methodologies or other intellectual property (the "**Materials**") that it owns, or is licensed to use, in performing the Services. CT shall retain, and the Customer shall have no rights in or to, any of the Materials. Upon payment of the Price, Customer may use the materials only as required, permitted by and for the purpose intended in this agreement.