

MVI AudioVisual Global B.V. - General Terms & Conditions of Sale and Supply

Article 1. Definitions

In these general terms and conditions the following words are understood to have the following meaning:

- a. Agreement: any agreement effected between MVI AudioVisual Global B.V. ("MVI Global") and Buyer, and any modification or supplement thereto, of which these Conditions form an integral part.
- b. Additional Conditions: additional conditions applicable to the sale and supply and / or use of a Product as agreed upon in writing in the Order Confirmation.
- c. Buyer: any natural person or legal entity doing business in the course of its profession or in the course of carrying on a business, who has entered into an Agreement with MVI Global or wishes to enter into such an Agreement, as well as his, her or its agent(s), authorized representative(s), legal successor(s) and heirs.
- d. Business Client: any natural person or legal entity doing business in the course of his, her, or its profession or carrying on a business.
- e. Conditions: these general terms and conditions of sale and supply.
- f. Delivery: delivery in accordance with Incoterms® 2020 FCA (Free Carrier) Zwolle, the Netherlands, unless explicitly agreed upon otherwise in writing in the Order Confirmation.
- g. Delivery Date: the date of Delivery as indicated in the Order Confirmation.
- h. End User: any natural person or legal entity using the Product in the course of his, her or its profession or in the course of carrying on a business.
- i. End User License Agreement: the latest version of the terms and conditions under which the Software included in the Product is licensed to the End-User, as set forth on MVI Global's website www.mvi-audiovisual.com/terms
- j. MVI Global: MVI AudioVisual Global B.V., having its registered office and principal place of business in Zwolle, The Netherlands.
- k. Notification: any type of written notification sent by MVI Global to Buyer, including but not limited to brochures, advertisements, catalogues, offers, Internet site(s), e-mail, faxes, letters, Order Confirmations and invoices.
- l. Products: goods including software applications which are the subject of the Agreement, and all services related thereto.
- m. Software: the software included in the Product.

- n. Specifications: description of the Product provided by MVI Global in writing in the Product catalogue on MVI Global's website as published prior to the date on which MVI Global sends an Order Confirmation and confirmed in writing in the Order Confirmation.

Article 2. General

2.1 These Conditions, along with any applicable Additional Conditions (see section 2.6 and 2.7 below) govern all Agreements, orders and offers, and all other (legal) acts in preparation for and / or in performance of such an Agreement, including any and all correspondence and communications between MVI Global and the Buyer. General conditions, specific conditions or other provisions of Buyer shall not apply; those are hereby explicitly excluded. This applies even if, in connection with an order issued by Buyer, or in other documents of Buyer, Buyer has made reference to Buyer's general or other conditions or provisions and even if MVI Global has not explicitly rejected those conditions or provisions.

2.2 Any deviation of these Conditions shall have no effect unless agreed in writing and signed by a duly authorized representative of MVI Global. Any deviation thus agreed on applies to the specific Agreement which it concerns only.

2.3. These Conditions supersede any prior negotiations, representations and / or communications either written or oral, between MVI Global and Buyer with respect to the subject matter of the Agreement, if any.

2.4 Unless the nature or the specific content of a provision in these Conditions contradicts this, these Conditions shall also apply to agreements whereby MVI Global does not act in the capacity of seller.

2.5 MVI Global sells only to Business Clients, not to consumers. By entering into an Agreement with MVI Global, Buyer represents and warrants that it is acting in the course of its profession or business.

2.6 Buyer explicitly acknowledges that the Buyer shall not be entitled to resell the Product to consumers nor to resell the Product to buyers or End Users located in or established in the United States of America ("USA") nor to resell the Product to any other parties for obvious intended use of the Product by such other parties in the USA or for obvious re-sale of the Product by such other parties to buyers or End Users located in, or established in the USA. Upon Buyer being in breach of the foregoing obligation MVI Global shall be entitled to terminate the Agreement and any other Agreement with Buyer with immediate effect in accordance with the terms and provisions of section 13 of these Conditions.

2.7 Buyer explicitly acknowledges that the Buyer shall not be entitled to resell the Product to consumers location in countries that have embargoes or sanctions which prevent the use or sale of MVI Global's products, nor may re-sell occur to companies that do so. See more in this link: [Sanctioned Countries](#) Upon Buyer being in breach of the foregoing obligation MVI Global shall be entitled to terminate the Agreement and any other Agreement with Buyer with immediate effect in accordance with the terms and provisions of section 13 of these Conditions.

2.8 The use of the software included in the Product ("Licensed Software") is subject to the terms and conditions as set forth in the End User License Agreement. The license to use the Licensed Software is restricted to use outside of the territory of the USA. Buyer represents and warrants that it will provide a copy of the End User License Agreement, if applicable, with each re-sale of the Product to any subsequent buyer in order to ensure that the buyer and / or the End User are aware of the applicability of the End User License Agreement and the responsibilities of the buyer and / or End User pursuant to this End User License Agreement.

2.9 Additional Conditions included in the Order Confirmation may apply to Agreements for

certain Products.

2.10 If there is any conflict between the terms in the End User License Agreement and / or in the Additional Conditions, and these Conditions, the terms and conditions of the End User License Agreement or in the Additional Conditions shall prevail over these Conditions in relation to the Products concerned, unless expressly stated otherwise in the End User License Agreement or in the Order Confirmation.

2.11 These Conditions shall apply as of March 1 2022. MVI Global reserves the right to unilaterally revise the Conditions at any time. Such revisions shall take effect if and when these have been published via MVI Global's website and / or through publication in MVI Global's newsletter. If the Buyer does not wish to accept such a revision in the Conditions, it must inform MVI Global of its non-acceptance within fourteen (14) calendar days of publication of the revision, failing which the changes in the Conditions so notified shall take effect.

Article 3. Offers, order confirmation and Agreements

3.1 All offers made by MVI Global are nonbinding and are subject to availability of the Product.

3.2 MVI Global shall only be bound, and an Agreement shall only come into existence, if and when MVI Global sends a written Order Confirmation to Buyer, to the address specified by Buyer, by fax, email, or by ways of an automated system (e.g. EDI) ("Order Confirmation").

3.3 The Order Confirmation shall contain the specification of the Product(s) ordered, the price, surcharges (if any), estimated delivery date, and other terms and conditions applicable to the sale of the Product(s). The details as set forth on the Order Confirmation shall be checked by Buyer upon receipt of the Order Confirmation.

3.4 Notwithstanding section 3.2 above, MVI Global's issuance of an Order Confirmation and MVI Global's performance pursuant to any Agreement is always subject to compliance with applicable national and/ or EU international trade- and export laws and regulations. The Buyer shall provide all relevant information and documents required for export and transport purposes, if any.

3.5 The Buyer acknowledges that electronic forms of communication can serve as legally valid evidence in general with respect to inter alia the conclusion of an Agreement, and the contents thereof.

Article 4. Drawings and descriptions

4.1 All general information set forth in catalogues, brochures, price lists, website publications etceteras, is provided for informative purposes only and shall not be binding upon MVI Global unless explicitly confirmed in writing in the Order Confirmation. MVI Global makes no representations or warranty regarding the accuracy, the completeness, or currency of such general information and the Buyer cannot derive any rights from catalogues and other pre-printed or electronic information and / or errors in such.

4.2 All drawings, designs, models, descriptions and specifications etceteras which are supplied in connection with the Products supplied by MVI Global and the intellectual property rights with respect thereto shall remain the exclusive property of MVI Global and/ or its licensors.

Article 5. Prices

5.1 All prices given by MVI Global shall be in Euro's, excluding VAT or similar tax and excluding other statutory surcharges, unless explicitly indicated otherwise in writing.

- 5.2 All prices are based on delivery terms “FCA” Zwolle, the Netherlands, in accordance with the Incoterms® 2020, unless explicitly agreed upon otherwise in the Order Confirmation.
- 5.3 Promotions are subject to the terms and conditions as published by MVI Global in the means of communication announcing the promotion.
- 5.4 Discounts and other price arrangements agreed between MVI Global and Buyer apply to a particular order or Agreement only. The Buyer cannot derive any rights from such a discount or price arrangement in terms of applicability to any other orders or Agreements.
- 5.5 Prices set by or agreed to are based on costs prices (including but not limited to exchange rates, freight rates, and dealer prices) at the time of sending of an Order Confirmation. In the event of a cost price increase occurring thereafter, but before Delivery, MVI Global is entitled to charge the Buyer a corresponding price increase. If the price adjustment occurs within three months after the date of the Order Confirmation, the Buyer shall have the right to dissolve the Agreement.

Article 6. Payment

- 6.1 Unless explicitly agreed upon otherwise, MVI Global will invoice the Buyer on the date of the Order Confirmation, and Buyer will pay such invoice in full within thirty (30) calendar days after the date of the Order Confirmation. Payment shall be made in the currency as set forth in the Order Confirmation by bank transfer to the bank account as indicated in the Order Confirmation.
- 6.2 The Buyer has the duty to immediately notify MVI Global of any inaccuracies in invoices or other Notifications.
- 6.3 In the event the payment obligation has not been met within the agreed upon payment term, the Buyer shall, immediately be considered in default without any notice of default being required. Buyer’s reversal of a payment made shall be considered non-payment. Upon Buyer being in default, all claims, for whatever cause, by MVI Global shall be payable on demand.
- 6.4 If the Buyer is in default, Buyer shall, without further proof of default being required, and in addition to any other rights or remedies available to MVI Global at law or in equity, pay all losses due to delayed payment until all outstanding payments have been met. Losses due to delayed payment shall include interest to any amount not paid when due at the annual rate of the statutory interest, increased by two (2) percent (%) on the outstanding amount with a minimum of [XX] Euro (€) exclusive of VAT. A calendar week that has already commenced shall be considered a full week.
- 6.5 In case of Buyer’s default, the Buyer shall be obligated to pay any (extra) judicial costs, including but not limited to any reasonable attorney’s fees or other collection fees. These extrajudicial costs amount to minimally fifteen percent (15%) of the unpaid amount with a minimum of one hundred and fifty (150) Euro (€) exclusive of VAT. The foregoing applies without prejudice to MVI Global’s rights to claim further damages.
- 6.6 Payments are credited against the oldest outstanding account receivable.
- 6.7 In case of Buyer’s default, MVI Global shall be entitled, by means of sending a Notification to the Buyer, to terminate the Agreement and any other agreements between MVI Global and the Buyer, with immediate effect and / or to suspend any (further) delivery under the Agreement of any other agreement between MVI Global and the Buyer until the Buyer has paid the full amount that is due.
- 6.8 The Buyer shall not be entitled to suspend any payment obligations towards MVI Global, nor to offset counterclaims, unless the counterclaims are undisputed by MVI Global.
- 6.9 MVI Global shall at all times have the right to demand full payment in advance of Delivery.

Article 7. Retention of Title

7.1 Title to / ownership of Products delivered to the Buyer (not being Licensed Software) shall remain vested in MVI Global until the Buyer has paid any and all amounts due by Buyer to MVI Global pursuant to any and all Agreements in full, including any amounts due from the Buyer to MVI Global on account of failure to (timely) fulfill its payment obligations under these Agreements. Prior to payment for Products having been made in full, Buyer is not entitled to sell, deliver, burden, pledge, encumber, rent out, or otherwise make the Product available for use by third parties before ownership has been transferred, except that the Buyer shall be entitled to sell and deliver the Products within the course of the Buyer's normal business operations.

7.2 At MVI Global's first request, the Buyer shall immediately advise MVI Global in writing of the location where the Products are stored and Buyer shall provide all information and cooperation to enable MVI Global to retrieve the Products from Buyer's possession. The Buyer irrevocably authorizes MVI Global, or a (legal) person to be appointed by MVI Global, to access any locations or vehicles where the Products are stored or kept in order to enable MVI Global to retrieve the Products which are subject to retention of title from Buyer's possession.

7.3 In the event of seizure, (provisional) suspension of payment, bankruptcy, or similar insolvency proceedings, the Buyer must immediately point out the (property) rights of MVI Global to the claimant process server, administrator or bailiff.

7.4 Title to or intellectual property rights with respect to Software shall never be transferred to the Buyer and / or End User, a right of use of the Software is granted in accordance with the terms and conditions set forth in the End User License Agreement.

Article 8. Delivery and Transfer of Risk

8.1 Any dates specified by MVI Global for Delivery or Delivery Dates are estimates only on which the Buyer relies entirely at its own risk.

8.2 If MVI Global expects that the estimated Delivery time will be exceeded, MVI Global will inform the Buyer hereof as soon as possible. A failure to deliver on the Delivery Date shall not entitle the Buyer to substitute compensation or to suspend the performance of Buyer's obligations pursuant to the Agreement. However, in the event MVI that has confirmed to Buyer by means of a Notification that the estimated Delivery time will be exceeded with more than thirty (30) calendar days, due to circumstances not falling under Force Majeure as referred to in article 15 of these Conditions, the Buyer shall be entitled to terminate the Agreement concerned by means of a written notice to MVI Audio Visual sent by Buyer by email immediately after receipt of the Notification as referred to above.

8.3 Unless explicitly agreed otherwise in writing in the Order Confirmation, all Products are delivered Incoterms® 2020 FCA (Free Carrier) Zwolle, the Netherlands ("Delivery").

8.4 The risk in the Products will pass on to the Buyer on the moment of Delivery, in accordance with the Incoterms® 2020 terms and provisions as referred to in section 8.3.

8.5 In case of an FCA shipment, the Buyer is requested to arrange and deploy the pickup of the Products from the MVI Global defined warehouse within three (3) business days after the notification by MVI Global that the Products are ready for pickup ("Notification of Delivery"). Shipments under FCA Incoterms remaining longer than seven (7) business days in the MVI Global warehouse are subject to a surcharge of 10% percent per commenced calendar week during which the Products remain on MVI's premises. Products that have not been pick-up for transport for more than sixty (60) calendar days after the date of MVI Global's Notification of Delivery shall be considered abandoned goods and title to such Products shall pass back to MVI Global after the

elapse of this sixty (60) days' period, without Buyer being entitled to any compensation or reimbursement whatsoever.

8.6. Notwithstanding sections 8.3 and 8.4 above, MVI Global can, at Buyer's request, arrange for transport at the costs of, and for the risk of Buyer, to an address as indicated by Buyer in the order and confirmed by MVI Global in the Order Confirmation against Delivery costs as agreed upon in the Order Confirmation. This option is only available when such is explicitly agreed upon in the Order Confirmation.

8.7 MVI Global shall be entitled to deliver by separate installments. Each installment will be invoiced and paid for in accordance with the terms and conditions of article 6 of these Conditions.

Article 9. Buyer's obligation to inspect upon Delivery

9.1 The Buyer shall immediately upon receipt of the Products inspect the Products for visible defects and compliance with quantities and Specifications as agreed upon in the Order Confirmation ("Non-Conformity").

9.2 The Buyer will notify MVI Global in writing on any Non-Conformity forthwith after receipt of the Products but in no event later than within three (3) business days after receipt of the Products. Any notice of Non-Conformity should include the invoice number and a clear and complete description of the claimed Non-Conformity. Failure to give such notice of Non-Conformity will constitute a waiver of Buyer's rights to inspect and/or to reject the Products for Non-Conformity and will be equivalent to an irrevocable acceptance of the Products by the Buyer.

9.3 The Buyer shall not use, process and/or install Products subject to a complaint due to Non-Conformity, without MVI Global's prior written approval.

9.4 The Buyer shall provide MVI Global any and all necessary assistance to investigate the complaint, among others by enabling MVI Global to investigate the Products concerned.

9.5 Products may only be returned after explicit MVI Global prior written permission thereto has given by MVI Global and only under the conditions as determined by MVI Global.

9.6 Complaints concerning Non-Conformity will not be taken into consideration if the Buyer has failed in any way in the fulfillment of its obligations towards MVI Global under any Agreement.

9.7 Any liability of MVI Global for Non-conformity of the Products shall be limited to the costs of repairing or replacing the Products within a reasonable time or issuing a credit note at the pro rata Agreement price against any invoice raised for such Products.

Article 10. Product Warranty

10.1 MVI Global warrants that the Products, excluding the licensed Software and "wear parts" or consumables all of which are not warranted, will be (i) built in accordance with the Specifications agreed upon in the Agreement, and (ii) free from defects in material and workmanship for a period of twelve (12) months from the Delivery Date, unless a longer period is applicable by mandatory law (the "Warranty" and "Warranted Products").

10.2 Buyers rights under the Warranty are conditioned on the Buyer giving written notice to MVI Global of any defects in material or workmanship of Warranted Products within fifteen (15) calendar days of the date when the defect is first manifest.

10.3 Subject to the provisions in sections 10.1 and 10.2 above, and subject to sufficiently having been demonstrated that the Products do not comply with the Specifications as agreed upon, MVI Global can choose to either repair or replace the Products or part(s) of Products that fail to conform to the Warranty or to refund the purchase price of the Products concerned or part(s) thereof, or to credit the invoiced amount.

10.4 Without prejudice to the other provisions in this article 10, MVI Global shall have no

warranty obligations to a Buyer with respect to Products that:

- a. have been damaged from ordinary wear and tear, corrosion, or due to a chemical reaction;
- b. have been altered or have been repaired by third parties other than MVI Global or without MVI Global's prior written approval;
- c. have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage;
- d. have been used in a manner contrary to MVI Global's instructions for installation, operation and maintenance;
- e. have been damaged due to e.g. abnormal conditions or vibration;
- f. have been damaged as a result of an intentional act or gross negligence;
- f. have been damaged due to a defective power supply or improper electrical protection;
- g. have been damaged resulting from the use of accessory equipment not sold by MVI Global or not approved by MVI Global in connection with Products supplied by MVI Global hereunder; or
- h. if the original invoice regarding the Product cannot be submitted, has been altered or is illegible; or
- i. if the serial number of the Product has been removed, altered or is otherwise unverifiable.

10.5 The Warranty as set forth in this article remains valid after resale of the Product by the Buyer but exclusively as an obligation of MVI Global vis-à-vis exclusively the Buyer and only in the event that such a resale is permitted under the terms and conditions of section 2.6 of these Conditions. In no event shall MVI Global be responsible for performance of any Warranty obligation vis-à-vis third parties, including buyers of the Buyer. It is Buyer's sole responsibility to provide for any warranty vis-à-vis its buyers.

10.6 In case of Products not manufactured by MVI Global, there is no warranty from MVI Global; however, MVI Global will extend to Buyer any warranty received from MVI Global's supplier or the manufacturer of such Products.

10.7 The Warranties as set forth herein with respect to the Product and in the End User License Agreement with respect to the Licensed Software are the only warranties made by MVI Global in connection with the Product and are expressly in lieu of any other warranties whether written or oral, statutory, express or implied, including without limitation any warranty of non infringement, merchantability or fitness for a particular purpose. The foregoing applies to the maximum extent permitted by applicable law.

Article 11. Limitation of Liability

11.1 The total liability, if any, of MVI Global for all damages based on all claims, whether arising or relating to or from breach of contract, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise, arising from a Product, licensed Software, and/or any services related thereto provided by MVI Global, is limited to the price paid hereunder by Buyer to MVI Global for the Product, licensed Software or service giving rise to the liability.

11.2 In no event shall MVI Global be liable for any indirect, punitive, incidental, consequential, exemplary or special damages, including without limitation, lost revenues or profits, business interruption, loss of data, or the cost of substitute products or services whether arising from breach of contract, breach of warranty, negligence, indemnity, strict liability or other tort.

11.3 The limitations of MVI Global's liability set forth in these Conditions apply to the maximum extent permitted by applicable law. They do not apply in case gross negligence or willful

misconduct of MVI Global (or its managerial personnel).

11.4 Unless the damage is due to gross negligence or willful misconduct of MVI Global (or its managing personnel), the Buyer shall indemnify and hold MVI Global harmless against any and all claims from third parties, directly or indirectly relating to the Products and the Buyer shall pay MVI Global all damages that MVI Global suffers as a result of such claims, including without limitation to reasonable attorney's fees.

Article 12. Intellectual Property Rights

12.1 All intellectual property rights and knowhow related to the Product or arising from an Agreement and all drawings, models, descriptions, information, documents, reports, computer programs, databases, data, deliverables, and other items made, to be delivered, designed, produced, or made available under an Agreement, including all copy rights, moral rights, related rights, patents, trademarks, service marks, rights in designs, database rights, rights in undisclosed and confidential information (such as knowhow, trade secrets, inventions whether patentable or not) and other similar proprietary rights, whether registered or non registered or capable of registration, all applications and rights to apply therefore and all renewals, extensions and revivals thereof, wherever in the world any such rights exist or will come into existence, shall be and/or remain exclusively owned by MVI Global and/or its affiliated companies, or its / their Licensors and may not be used, copied or otherwise reproduced without MVI Global's prior written approval and, except where explicitly agreed otherwise in an Agreement, nothing shall be deemed to constitute a transfer of such intellectual property rights and know how .

Article 13. Cancellation, Termination

13.1 A cancellation of an order, after the Order Confirmation has been sent by MVI to Buyer, is subject to MVI's written permission. Buyer's cancellation of an order is subject to Buyer paying a cancellation fee, which will include all costs and expenses incurred by MVI Global prior to the receipt of the request for cancellation, including but not limited to, all commitments to its suppliers, personnel, and others, all labor and overhead expended by MVI Global, plus a reasonable profit charge. The cancellation fee is subject to the payment conditions as set forth in article 6 of these Conditions.

13.2 In the event MVI Global has, in its sole discretion reason to suspect that Buyer acts in breach of the terms and conditions as set forth in section 2.6. and / or 2.7. of these Conditions, or of the applicable End User License Agreement, MVI Audio Visual shall be entitled to terminate this Agreement and any other Agreements by means of a Notification with immediate effect upon issuance thereof by MVI Global, without prejudice to MVI Global's other rights and remedies available to MVI Global at law or in equity.

13.3 Upon the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, makes a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, MVI Global may, by means of a Notification with immediate effect upon issuance, terminate any Agreement(s). If Buyer fails to make any payment when due under an Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions of an Agreement within ten (10) calendar days after being notified in writing of such default by MVI Global, MVI Global may, by written notice to Buyer, without prejudice to any other rights or remedies which MVI Global may have, terminate its further performance of an Agreement. If any termination under this article 13 occurs, MVI Global shall be entitled to receive payment as if Buyer had cancelled an Agreement as

per the preceding section 13.1 immediately and without notice as a debt due. MVI Global may nevertheless elect to complete its performance of an Agreement by any means it chooses. Buyer agrees to be responsible for any additional costs incurred by MVI Global in so doing. Upon termination of an Agreement, all rights of MVI Global which will have arisen under that Agreement prior to its termination will survive such termination.

Article 14. Compliance with Export Laws & Regulations

14.1 MVI Global's Products and any licensed Software, documentation, and any related technical data included with, or contained in, or utilized by such goods or deliverables, may be subject to applicable export laws and regulations and Buyer shall comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this article 14. Buyer agrees, to the extent legally possible, to indemnify MVI Global and its personnel and to reimburse MVI Global and its personnel for any losses, liabilities, damages and expenses that MVI Global and/or its personnel may have incurred as a result of any such breach.

Article 15. Force Majeure

15.1 MVI Global may cancel, terminate, or suspend an Agreement and MVI Global have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, in whole or in part, temporarily or not, due to acts or omissions of the Buyer and / or its buyers or its contractors or due to Force Majeure. "Force Majeure" means any event beyond MVI's reasonable control including but not limited to: forces of nature, governmental authorities acts or inactions, embargoes, trade restrictions, disease, pandemics, epidemics, fire, flood, explosion, riot, (civil) war, terrorist acts, rebellion, sabotage, site or building blockades, strikes, lockouts, unavailability of or disruptions in fuel, power, energy supply, telecommunication or transportation facilities, shortage of labor or of materials and/or Product components, equipment or inability to obtain delivery thereof, currency restrictions, delayed delivery of goods including Products or provision of services ordered by MVI Global from third parties, delayed obtainment of statutory permits, accidents and other unintended interruptions in MVI Global's manufacturing processes.

15.2 In the event of Force Majeure on the part of MVI Global, its obligations are suspended. If the event of Force Majeure continues for a period of more than sixty (60) calendar days from the estimated Delivery Date as indicated in the Order Confirmation, both MVI Global and the Buyer are authorized to terminate the non-feasible parts of the Agreement involved by a written declaration, without prejudice to the provisions of article 13. Where MVI Global has already executed part of an Agreement, the Buyer shall pay for any Products that have been delivered including for any associated services already performed.

15.3 MVI Global shall notify Buyer of a (potential) Force Majeure as soon as possible.

Article 16. Data use and data protection

16.1 Buyer acknowledges and agrees that it has read and understood MVI Global's privacy policy as published on MVI Global's website and Buyer agrees to the use and processing of personal data, if any, as set forth herein.

16.2 MVI Global shall be entitled, insofar as permitted by applicable law, to indefinitely store, use, transfer and / or exploit data and information contributed and / or created by Buyer and/ or collected by MVI Global from Buyer in connection with the Software ("Data"), except for personal

data, beyond the purposes of the Agreement for any purposes such as, for example statistical, analytical and internal purposes. Buyer grants MVI Global and MVI Global affiliates a worldwide, royalty-free, irrevocable right and license to access, store, any such Data to (a) provide services; (b) analyze and improve services; (c) analyze and improve any MVI Global or MVI Global affiliate's products or software; (d) any other use, provided that such other use is limited to using the Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Data.

Article 17. Applicable Law and Forum

17.1 These Conditions and any Agreement concluded between Buyer and MVI Global (hereinafter: "Parties") and any correspondence, dealings and services conducted, provided and / or rendered and all actions contemplated under any Agreement between Parties are subject to and shall be governed by and will be interpreted, construed, settled, and enforced in accordance with the laws of The Netherlands without regard to any applicable conflict-of-law provisions, if any. An exception to the foregoing applies if the ACO in Section 17.3 would be exercised. The 1980 U.N. Convention on Contracts for the International Sale of Goods (CISG), if applicable, is hereby expressly excluded.

17.2 In the event of a dispute and / or controversies arising out of or related to these Conditions or any Agreement, Parties will do their utmost to resolve the issue amicably.

17.3 Any disputes and / or controversies arising out of or related to these Conditions or any Agreement that parties cannot resolve amicably (hereinafter the "Dispute") shall be finally settled under the rules of arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said rules (such arbitrators collectively: the "Arbitral Tribunal", said rules collectively: the "Rules"). An arbitration procedure hereunder shall be conducted in Rotterdam, the Netherlands and shall be conducted in the English language, or in the Dutch language if agreed upon between MVI Global and Buyer. The Arbitral Tribunal will determine the matters in dispute in accordance with Dutch law. Any award granted by the Arbitral Tribunal shall be final, binding, and enforceable against the Parties. In the event of any conflict between the Rules and any provision of these Conditions, these Conditions shall govern.

However, at the sole option of MVI Global, any Dispute may on a case-by-case basis be submitted to, and determined and settled by, the appropriate, competent court in the Buyer's jurisdiction, according to the applicable laws in the Buyer's jurisdiction (the "Alternative Court Option" or "ACO"), without regard to any applicable conflict-of-law provisions, if any. The 1980 U.N. Convention on Contracts for the International Sale of Goods (CISG), if applicable, is also expressly excluded if and when MVI Global opts for the ACO. The exercise of the ACO, and the validity thereof, by MVI Global shall survive the termination of an Agreement for any reason.

Article 18. Miscellaneous

18.1 The Buyer warrants and represents that it has the authority, corporate and otherwise, to enter into an Agreement and to perform in accordance with the terms hereof.

18.2 The English text of these Conditions and / or of an Agreement is the only authentic text thereof. The Buyer acknowledges that it fully understands and comprehends the contents and scope of these Conditions and / or an Agreement as well as any referenced documents therein, and specifically states that, if and to the extent needed, it has sought legal and / or interpretative counsel in order to fully understand and comprehend.

18.3 Neither Party may assign any of its rights or transfer any of its obligations pursuant to an Agreement to another party without the prior written consent of the other Party, except that MVI Global may assign (a portion of) its rights and / or transfer its obligation pursuant to an Agreement to any subsidiary, affiliate, division, successor or acquire. This section 18.3 is a stipulation as referred to in article Book 3:83 of the Dutch Civil Code and has full force and effect vis-à-vis third parties under Dutch property law (“goederenrechtelijke werking”).

18.4 MVI Global shall be entitled to use subcontractors in the performance of its obligations pursuant to any Agreement.

18.5 These Conditions and any Agreement concluded between Buyer and MVI Audio Visual create no rights for third parties and these Conditions and / or any Agreements concluded between Buyer and MVI Global contain no stipulation to that effect. The (effects of) articles Book 6:253 and Book 6:254 of the Dutch Civil Code, if applicable, are hereby expressly excluded.

18.6 Provisions in these Conditions that by their terms, or by nature, require their performance after the termination of an Agreement, shall be enforceable notwithstanding the termination of an this Agreement.

18.7 If any provision in these Conditions or of an Agreement is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, or unreasonable (the “Partly Invalid Provision”), it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable, while the remaining provisions of the Agreement and / or Conditions and the remainder of the Partly Invalid Provision shall continue in full force and effect.

18.8 Failure or delay by MVI Global in enforcing or partially enforcing any provision of an Agreement shall not be construed as a waiver of any of its rights under such or any subsequent Agreement.

MVI AudioVisual Global B.V._V.1_March 2022