
TERMS AND CONDITIONS SOLID RENTAL B.V.

Established on January 2, 2019, updated as of February 1, 2025.

Article 1 Applicability of these General Terms and Conditions

1. These general terms and conditions apply to all legal relationships between Solid Rental B.V. and its counterparties (hereinafter also collectively referred to as: parties), in the broadest sense of the word. Unless explicitly and in writing deviated from these general terms and conditions, they apply to every offer made by Solid Rental B.V., as well as to any agreement where Solid Rental B.V. acts as the seller or lessor of goods and/or as a service provider.
2. Any deviations from these general terms and conditions are only valid if they have been agreed upon in writing and apply solely to the relevant agreement. The applicability of any terms and conditions used by the buyer, lessee, or client (hereinafter also referred to as: contracting party) is expressly rejected by Solid Rental B.V.
3. The possible nullity of a provision in an agreement concluded between the parties and/or these general terms and conditions does not affect the validity of the remaining part of the agreement and/or these general terms and conditions.
4. If one or more provisions of these general terms and conditions should not be binding or become non-binding, the other provisions shall remain in full force between the parties. The parties undertake to replace a non-binding provision with a provision that is binding and deviates as little as possible from the original provision, taking into account the purpose and intent of these general terms and conditions.
5. If there is any uncertainty about the interpretation of one or more provisions of these general terms and conditions, interpretation must take place "in the spirit" of these terms.
6. If a situation arises between the parties that is not regulated by these general terms and conditions or otherwise, that situation must be assessed "in the spirit" of these conditions.
7. If Solid Rental B.V. does not always demand strict compliance with these general terms and conditions, this does not mean that the provisions thereof are not applicable nor that Solid Rental B.V. would lose the right to demand strict compliance with these terms in other cases.
8. It is established between the parties that if an agreement has been concluded under the applicability of these general terms and conditions, these terms will also apply to subsequent agreements between the same parties, unless otherwise agreed in writing.
9. In case of conflict between an offer and these general terms and conditions, the text of the offer shall prevail.
10. If future legislation renders provisions in these general terms and conditions invalid, the parties undertake to align the terms with the applicable law in good consultation, preserving the original intent of the provision as much as possible.

Article 2 Offers and Conclusion of Agreement

1. Offers (proposals) made by Solid Rental B.V. are entirely without obligation and may be withdrawn unless a deadline for acceptance is specified in the offer. An offer replaces all previous offers for the relevant project or the matters specified in the offer. Offers are valid for 5 working days from the date of the offer, unless a different period is stated in the offer.
2. Withdrawal can also occur after the contracting party has accepted the offer (by placing an order or issuing an assignment), provided that a notification of withdrawal is sent by Solid Rental B.V. to the contracting party immediately after such acceptance.
3. Solid Rental B.V. is not bound by an offer if the contracting party can reasonably understand that the offer, or part thereof, contains an obvious mistake or typographical error.
4. An agreement between Solid Rental B.V. and the contracting party is concluded once the contracting party has accepted the offer (by placing an order or issuing an assignment), or Solid Rental B.V. has commenced execution.
5. If the order or assignment of the contracting party deviates (even in minor aspects) from the offer, Solid Rental B.V. is not bound to it. The agreement is then not concluded based on the deviating order or assignment unless Solid Rental B.V. states otherwise in writing.
6. If the contracting party acts in the course of their profession or business, they waive their right to dissolution or rejection under Article 6:227c paragraph 2 of the Dutch Civil Code.
7. The prices mentioned in an offer are exclusive of VAT and do not include transportation and/or shipping costs, installation/assembly costs, or other costs associated with delivery and government-imposed levies and/or taxes, unless otherwise indicated.
8. If one or more cost price factors increase after the agreement is concluded – even if foreseeable – Solid Rental B.V. is always entitled to adjust the agreed price accordingly.
9. A fixed price is only agreed upon if explicitly and in writing specified in the offer.
10. A combined offer does not oblige Solid Rental B.V. to deliver part of it at a proportionate part of the quoted price.
11. The content of an offer does not automatically apply to future orders.

Article 3 Delivery

1. Unless otherwise agreed, delivery takes place as follows:
 - a. For sales and/or rental without additional services: ex-warehouse of Solid Rental B.V. The contracting party is obliged to accept purchased or rented goods at the time of delivery. If the contracting party refuses acceptance or fails to provide the necessary information or instructions for delivery, the goods will be stored at their expense and risk. In that case, the contracting party will be liable for all additional costs, including but not limited to storage and transportation costs, and must compensate for any other resulting damages.

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- b. For technical support at events (rental and services): delivery takes place at the event location, provided that a level and obstacle-free loading and unloading area is available within reasonable distance of the location where the delivered goods will be used.
2. Solid Rental B.V. has fulfilled its delivery obligations by offering the ordered goods to the contracting party once. At events, this is done through personal handover on-site to the contracting party. For direct sales/rental, the delivery report from Solid Rental B.V. or its carrier serves as conclusive evidence of the delivery offer.

Article 4 Delivery Time

1. Solid Rental B.V. will make every effort to deliver the products and services it provides in accordance with the schedule agreed upon between the parties.
2. When delivering new equipment, the delivery time depends on the manufacturer's lead times.
3. Agreed deadlines are never strict deadlines unless expressly agreed otherwise.
4. If Solid Rental B.V. expects that the delivery time cannot be met, it will promptly inform the contracting party and discuss reasonable alternatives or compensatory measures.
5. The contracting party does not have the right to (partially) terminate the agreement due to a delay unless the delay is so significant that, based on principles of reasonableness and fairness, the contracting party cannot reasonably be expected to uphold the agreement. If the contracting party (partially) terminates the agreement, it will not be entitled to any form of compensation from Solid Rental B.V.

Article 5 Partial Deliveries

1. Solid Rental B.V. is permitted to deliver goods in parts. This does not apply if a partial delivery has no independent value. If the goods are delivered in parts, Solid Rental B.V. is entitled to invoice each part separately.

Article 6 Transfer of Risk and Transport

1. Solid Rental B.V. solely determines the method of transport. Transport takes place according to the delivery schedule established by Solid Rental B.V. If the contracting party requests a different (i.e., more expensive) mode of transport, or if the place or time of delivery changes due to circumstances for which the contracting party is responsible, the additional costs will be charged to the contracting party.
2. The contracting party is required to ensure that sufficient loading and unloading facilities are available at the delivery location, that delivery can take place with minimal waiting time, that the loading and unloading area is easily accessible, and that standard transport equipment can be used. Load carriers must be placed directly behind the first entrance door of the premises or must be taken back by Solid Rental B.V.
3. The (economic) risk for the goods to be delivered by Solid Rental B.V. is fully transferred to the contracting party upon actual delivery of the goods. From the moment the goods have been delivered to the agreed location, the contracting party is fully responsible for any damage, loss, or theft of the delivered goods, regardless of the cause, unless there is gross negligence or intent on the part of Solid Rental B.V. This includes, but is not limited to:
 - a. Damage due to recklessness, including damage caused by improper use, actions of visitors, careless storage, or insufficient security of the goods;
 - b. Theft or loss, whereby the contracting party is obligated to take all reasonable precautions to protect the goods from theft.In case of theft or loss, the contracting party must immediately report it to both the police and Solid Rental B.V. and provide a copy of the police report upon request. If the contracting party fails to report the incident, they remain fully liable for the damage and replacement costs of the lost or stolen goods.
4. Solid Rental B.V. reserves the right to charge the full replacement value of lost or stolen goods to the contracting party unless otherwise agreed or if the damage is fully covered by an insurance policy taken out by the contracting party.

Article 7 Technical Requirements, etc.

1. If the goods to be delivered in the Netherlands are to be used outside the Netherlands, the contracting party must inform Solid Rental B.V. at the time of concluding the agreement about the use abroad and the applicable technical requirements and/or standards imposed by laws or regulations of the country where the goods will be used. Without this information, Solid Rental B.V. cannot be held responsible for any failure of the goods to meet the aforementioned requirements.
2. Any other technical requirements specified by the contracting party that deviate from standard requirements must be explicitly stated at the time of concluding the agreement and must be accepted in writing by Solid Rental B.V.
3. Solid Rental B.V. is not responsible for non-compliance with technical requirements or standards abroad if these have not been explicitly communicated by the contracting party at the time of concluding the agreement.
4. If, at the request of the contracting party or on the advice of Solid Rental B.V., software or online tools are used to achieve a specific output, the contracting party acknowledges the potential risks, including unauthorized access, data loss, cyberattacks, and security breaches. Solid Rental B.V. is not liable for any damages resulting from the use of such software or tools unless there is intent or deliberate recklessness on the part of Solid Rental B.V.

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The contracting party remains responsible at all times for correctly providing and securing access credentials and must take appropriate measures to minimize risks. If specific security requirements apply, the contracting party must inform Solid Rental B.V. in writing in a timely manner. Any incidents or data breaches must be reported to Solid Rental B.V. immediately so that an appropriate solution can be sought together.

If Solid Rental B.V. recommends a software or tool for a specific output, this does not imply that Solid Rental B.V. guarantees its security, continuity, or functionality. The contracting party indemnifies Solid Rental B.V. against any claims, fines, or damages resulting from a security incident related to the use of the recommended software or tool.

Article 8 Services - Execution of the Agreement

1. In executing the agreement, Solid Rental B.V. will exercise the care of a diligent contractor. The obligations arising for Solid Rental B.V. from the agreement are best-effort obligations only.
2. If and to the extent that proper execution of the agreement requires it in the opinion of Solid Rental B.V., Solid Rental B.V. has the right to have certain tasks carried out by one or more persons it designates, including third parties.
3. The contracting party shall ensure that all data that Solid Rental B.V. indicates as necessary, or that the contracting party should reasonably understand to be necessary for executing the agreement, is provided to Solid Rental B.V. in a timely manner. If the data or facilities required for executing the agreement are not provided or made available to Solid Rental B.V. on time, Solid Rental B.V. has the right to suspend execution of the agreement and/or charge the contracting party for any costs incurred due to the delay based on the agreed rates, or in the absence thereof, according to customary rates.
4. Solid Rental B.V. is not liable for any damages, of any kind, caused by relying on incorrect and/or incomplete information provided by the contracting party, unless the inaccuracy or incompleteness was or should have been apparent to Solid Rental B.V.
5. If it has been agreed that the agreement will be executed in phases, Solid Rental B.V. may suspend execution of the parts belonging to a subsequent phase until the contracting party has approved the results of the preceding phase in writing.
6. Any additional or amended orders and/or purchases may alter the originally agreed execution timeline, without this being attributable to Solid Rental B.V. in any way.
7. Solid Rental B.V. is entitled to suspend the full or partial execution of the agreement if and as long as the contracting party fails to fulfill, fully fulfill, properly fulfill, or timely fulfill any obligation arising from the agreement.

Article 9 Changes to the Delivered Goods

1. Solid Rental B.V. is authorized to deliver goods that differ in minor aspects from those described in the agreement. For example, Solid Rental B.V. may use different brands of equipment than originally agreed upon if it deems it necessary or beneficial.
2. If Solid Rental B.V. makes use of this option and delivers a good that substantially differs from the agreed-upon good, the contracting party is entitled to terminate the agreement. In the case of sales, the contracting party may exercise this right within two days after discovering or reasonably having been able to discover the deviation. If Solid Rental B.V. is providing technical services at an event, this right of termination does not apply.
3. The contracting party does not have the right to terminate the agreement if the changes concern the delivered goods, packaging, or accompanying documentation required to comply with applicable legal regulations or if the changes are minor improvements.

Article 10 Modification of the Agreement

1. If during the execution of the agreement it becomes apparent that changes or additions to the work are necessary for proper execution, the parties will timely adjust the agreement in mutual consultation.
2. If the parties agree to modify or supplement the agreement, this may affect the completion time. Solid Rental B.V. will inform the contracting party of this as soon as possible.
3. If the modification or supplement to the agreement has financial and/or qualitative consequences, Solid Rental B.V. will inform the contracting party in advance. If a fixed fee has been agreed upon, Solid Rental B.V. will indicate to what extent the modification or supplement will result in an increase of this fee. The contracting party shall accept reasonable price changes and overruns.

Article 11 Confidentiality

1. Both parties are obliged to maintain confidentiality regarding all confidential information they have obtained from each other or from other sources within the framework of their agreement. Information is considered confidential if the other party has indicated this or if it follows from the nature of the information.

Article 12 Intellectual Property

1. Without prejudice to the provisions of Article 11 (Confidentiality), Solid Rental B.V. retains all intellectual property rights (and powers) to which it is entitled under the Copyright Act and related legislation. Solid Rental B.V. remains the owner of all works created by itself or commissioned by it, including but not limited to drawings, designs, schematics, models, computer programs, video content, animations, and presentations.

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2. All documents provided by Solid Rental B.V. to the contracting party or to third parties engaged by or on behalf of the contracting party—such as reports, advice, designs, sketches, drawings, software, and data carriers—are intended solely for use by the contracting party within the scope of the agreement and may not be copied, published, or disclosed to third parties without prior written permission from Solid Rental B.V.
3. Solid Rental B.V. also reserves the right to use the knowledge acquired during the execution of the work for other purposes, provided that no confidential information is disclosed to third parties.
4. Solid Rental B.V. is not obligated to store or retain the designs, video content, or other information/data created for the execution of the agreement with the contracting party.
5. If Solid Rental B.V. uses materials provided by the contracting party that infringe on third-party intellectual property rights, the contracting party indemnifies Solid Rental B.V. against all claims and damages.
6. The contracting party has the right to propose changes after receiving the design (such as an audio or lighting design, video content, etc.). Solid Rental B.V. will implement these changes once without additional cost unless the modifications are so substantial that free modification cannot reasonably be expected. Further adjustments will only be made against reimbursement of additional costs.

Article 13 Termination / Cancellation

1. Both parties may terminate the agreement in writing or in the same manner in which the agreement was concluded, for compelling reasons as referred to in Article 7:408 paragraph 2.
2. In the event of early termination for compelling reasons, the contractor is obliged to pay a reasonably determined portion of the agreed compensation, in accordance with the provisions of Article 7:411. In the case of event cancellation, this specifically entails the following:

Time until the scheduled start of the event Percentage of the agreed compensation due

72 hours or less	100%
7 days – 72 hours	75%
30 days – 7 days	50%
More than 30 days	25%

Article 14 Termination of the Agreement

1. The claims of Solid Rental B.V. against the contractor become immediately and fully due and payable without further notice of default if:
 - a. After concluding the agreement, Solid Rental B.V. becomes aware of circumstances that provide good reason to fear that the contractor will not fulfill their obligations;
 - b. Solid Rental B.V. has requested the contractor to provide security for compliance, and such security is not provided within the specified period or is insufficient;
 - c. The contractor applies for a suspension of payments or is declared bankrupt, if their assets are seized, if control within the contractor's company—whether through a share transaction or otherwise—is transferred ('change of control'), or if the contractor relocates their activities abroad.
2. In the cases mentioned in the previous paragraph, Solid Rental B.V. is entitled to suspend further execution of the agreement or to terminate the agreement, without prejudice to the right to claim (additional) compensation in addition to the agreed payments under the agreement.
3. If circumstances arise concerning persons and/or materials used or commonly used by Solid Rental B.V. in the execution of the agreement, which make execution of the agreement impossible or excessively burdensome and/or disproportionately costly, such that fulfillment of the agreement's obligations can no longer reasonably be expected, Solid Rental B.V. is entitled to dissolve the agreement.

Article 15 Warranty

1. In the sale of new equipment, Solid Rental B.V. guarantees that the delivered goods are free from design, material, and manufacturing defects for the duration of the applicable factory warranty for the relevant equipment. Solid Rental B.V. is not liable for costs, damages, or interest arising from or due to an act or omission of the contractor or their subordinates, normal wear and tear due to regular use, discoloration caused by exposure to light, or other external causes.
2. If a complaint under warranty is deemed justified by Solid Rental B.V., Solid Rental B.V. is only required, at its discretion, to supply the missing part, replace the item in question, or refund the price to the contractor upon return of the defective item.
3. For damage resulting from a defect in the delivered goods, Solid Rental B.V. is only liable in accordance with the provisions of Article 23 (Liability).

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4. The warranty is void if the contractor causes or contributes to the damage through improper handling of a guaranteed item.
5. Improper handling includes but is not limited to: incorrect/inexpert operation, damage due to power surges or supply disruptions, improper connection with other equipment, damage (due to vandalism, weather influences, or otherwise).
6. If items supplied under a manufacturer's or importer's warranty are returned for warranty assessment by the relevant manufacturer or importer, any costs incurred by Solid Rental B.V. in this process may be charged to the contractor.

Article 16 Retention of Title

1. In the event of the sale of equipment, the (legal) ownership of goods delivered by Solid Rental B.V. under the agreement will only transfer to the contractor once the contractor has fully fulfilled all their (payment) obligations towards Solid Rental B.V., in accordance with paragraph 6 of this article.
2. Despite Solid Rental B.V.'s retention of title, the delivered goods are held by the contractor at their own expense and risk.
3. The contractor is not authorized to pledge or establish any other right on delivered goods subject to retention of title.
4. The contractor is required to store the goods, which remain the property of Solid Rental B.V., separately from other goods, in a proper and safe manner, with a clear indication of Solid Rental B.V.'s name, or to provide Solid Rental B.V. with proper and safe storage facilities.
5. In both sales and rental transactions (regardless of whether the goods are owned by Solid Rental B.V. or the contractor), if third parties attempt to establish or claim any right on the delivered/rented goods, the contractor is obliged to inform Solid Rental B.V. immediately.
6. In the case of sales, the goods delivered to the contractor remain the property of Solid Rental B.V. until the contractor has fulfilled all of the following obligations arising from all purchase agreements concluded with Solid Rental B.V.:
 - a. The counter-performance(s) related to the delivered or yet-to-be-delivered goods themselves;
 - b. The counter-performance(s) related to services performed or to be performed by Solid Rental B.V. under the purchase agreement(s);
 - c. Any claims of Solid Rental B.V. due to non-compliance by the contractor with these agreements.
7. Goods delivered by Solid Rental B.V. to the contractor, which are subject to retention of title, may never be resold by the contractor, even in the normal course of business, until the conditions specified in paragraph 6 of this article have been met.
8. For delivered goods that have transferred into the ownership of the contractor through payment but are still in the contractor's possession, Solid Rental B.V. reserves the right to establish a pledge as referred to in Article 3:237 of the Dutch Civil Code (BW) for additional security of claims, other than those specified in paragraph 6 of this article, that Solid Rental B.V. may have against the contractor. This authority also applies to goods delivered by Solid Rental B.V. that have been processed or modified by the contractor, causing Solid Rental B.V. to lose its retention of title.
9. The contractor may not dispose of goods that remain the property of Solid Rental B.V. in any way other than in the normal course of their business. As long as ownership of goods delivered by Solid Rental B.V. has not yet transferred to the contractor under this article, the contractor is not authorized to process or modify these goods.
10. As long as the above obligations have not been fulfilled, the contractor is not entitled to alienate the goods subject to retention of title or establish a (non-possessory) pledge on them. If the contractor nevertheless brings such goods into the possession of a third party, they are obliged to retain ownership of these goods.
11. If the contractor fails to fully comply with any (payment) obligation towards Solid Rental B.V., regardless of the reason, Solid Rental B.V. is entitled to reclaim the goods that remain its property, without any compensation being owed. The contractor is obliged to fully cooperate upon first request, under penalty of an immediately payable fine of €1,000 per day (or part thereof) for non-compliance. All costs associated with reclaiming the goods under this article are borne by the contractor. Through these terms, the contractor hereby grants Solid Rental B.V. an irrevocable authorization in advance to enter all premises used by the contractor for the purpose of enforcing this article.

Article 17 Obligations of the Contractor

1. In the sale of goods under retention of title by Solid Rental B.V., the contractor is required to:
 - a. Insure and maintain insurance for the delivered goods under retention of title against fire, explosion, water damage, and theft, and provide the insurance policy for inspection;
 - b. Pledge all claims the contractor has against insurers regarding the aforementioned goods to Solid Rental B.V. in accordance with Article 3:239 BW;
 - c. Pledge to Solid Rental B.V. the claims the contractor obtains against its customers from reselling goods delivered under retention of title in accordance with Article 3:239 BW;
 - d. Label the aforementioned goods as the property of Solid Rental B.V.;
 - e. Cooperate with all reasonable measures that Solid Rental B.V. wishes to take to protect its ownership rights concerning the goods, provided these measures do not unreasonably hinder the contractor in the normal course of business;
 - f. Store and use the goods in a manner that protects them against theft, damage, and weather conditions.
2. When Solid Rental B.V. provides technical services at events (rental and services), the contractor is required to:
 - a. If Solid Rental B.V. is not requested to arrange this, the contractor is responsible for the necessary facilities, such as power supply, aerial work platforms, forklifts, and telehandlers.
 - b. Ensure that sufficient storage space is available on-site (during production) for empty flight cases, etc.

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- c. Provide sufficient refreshments for the entire crew during setup, execution, and dismantling, including hot drinks and soft drinks. Additionally, the contractor must provide a nutritious meal for the entire crew, appropriate to the time of day.
- d. Ensure that Solid Rental B.V.'s (trucks) and vehicles can reach the venue entrance for loading and unloading. Further more, the contractor must provide sufficient reserved parking spaces within 100 meters of the venue for the crew. Any required permits or exemptions to facilitate this must be arranged by the contractor. All associated costs (including parking fees) are the responsibility of the contractor.
- e. Ensure that dressing rooms, equipment, the stage, and the area around the stage (backstage) are protected against unauthorized access and weather conditions.
- f. Guarantee the safety of the crew and be liable for all personal injuries and related costs, including loss of operation, to the extent that such damage is caused by the audience and/or the contractor's staff present in the hall, on the premises, on stage, and/or backstage.

Article 18 Defects in Sold Goods

1. The contracting party must inspect the purchased goods upon delivery – or as soon as possible thereafter. In doing so, the contracting party must verify whether the delivered goods comply with the agreement, specifically:
 - a. whether the correct goods have been delivered;
 - b. whether the quantity of delivered goods corresponds to the agreement;
 - c. whether the delivered goods meet the agreed quality requirements or – in the absence of such requirements – meet the standards for normal use and/or commercial purposes.
2. If visible defects or shortages are detected, the contracting party must report them to Solid Rental B.V. within 24 hours of delivery.
3. Non-visible defects in new equipment must be reported to Solid Rental B.V. within 24 hours of discovery, but no later than one year after delivery.
4. Even if the contracting party submits a timely complaint, their obligation to pay and accept the delivered goods remains in force. Goods may only be returned to Solid Rental B.V. with prior written approval.

Article 19 Defects in Products and Services; Complaint Deadlines

1. The contracting party is required to inspect the delivered and (if applicable) installed goods immediately upon completion, as well as any performed services, as described in the accepted quotation. This inspection serves to promptly address any deficiencies or defects.
2. Complaints regarding the performed work must be reported to Solid Rental B.V. within 2 hours of discovery, but no later than 2 hours after completion of the relevant work.
3. If a complaint is deemed justified, Solid Rental B.V. will, if possible, perform the work as agreed upon, unless it determines that doing so has become pointless for the contracting party. If Solid Rental B.V. considers the additional work useless, the contracting party – if they disagree – must provide a substantiated argument demonstrating that completing the work remains meaningful. If the agreed work can no longer be completed or is no longer useful, Solid Rental B.V. will only be liable within the limits of Article 23 (Liability).
4. Even if the contracting party submits a timely complaint, their payment obligation remains in force.
5. Complaints about items installed by Solid Rental B.V. but not supplied by them (because these items already belonged to the contracting party or a third party engaged by them) can never be deemed admissible or valid. Solid Rental B.V. accepts no (consequential) liability for goods it has not supplied.

Article 20 Price Increases and Costs Not Included in the Fee

1. If Solid Rental B.V. agrees upon a certain price or fee with the contracting party, it is still entitled to increase this price or fee – even if such an increase results from foreseeable circumstances – if one or more cost price factors rise after the agreement has been concluded. If the price increase exceeds 5%, the contracting party has the right to terminate the agreement.
2. The service fee does not include VAT, parking costs (including permits and exemptions), crew meals and refreshments, or costs for necessary facilities such as power supplies, aerial work platforms, forklifts, and telehandlers unless it has been agreed that these facilities will be provided by Solid Rental B.V.

Article 21 Payment

1. Unless otherwise agreed in the project terms, payment must be made as follows:
 - a. For sales and/or rentals without additional services: 100% payment in advance before delivery.
 - b. For technical services at events (rental and services): 75% payment in advance before the event, and the remaining 25% within 14 days of the invoice date. Payment must be made via bank transfer to IBAN NL86RABO0352466049, in the name of Solid Rental B.V., located in Roelofarendsveen.

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2. If payment is not made within the specified payment terms, the contracting party will be in default. From the moment of default, statutory interest for commercial transactions under Article 6:119a BW will be charged on the outstanding amount. The claim against the contracting party then becomes immediately due and payable in full, without any further notice of default or demand.
3. In the event of liquidation, bankruptcy, suspension of payments, or if the debt restructuring scheme is applied to the contracting party, all obligations of the contracting party become immediately due and payable.
4. Payments made by the contracting party will first be applied to cover any accrued interest and costs, then to the oldest outstanding invoices, even if the contracting party specifies that the payment relates to a later invoice.
5. The contracting party is not entitled to any discount or compensation unless explicitly confirmed in writing by Solid Rental B.V.
6. The contracting party is never entitled to offset amounts owed to Solid Rental B.V. against any counterclaim, for any reason, that the contracting party may have against Solid Rental B.V. This applies even if the contracting party has applied for or been granted suspension of payments, bankruptcy, or debt restructuring.
7. The contracting party is not entitled to suspend its (payment) obligations under the agreement.
8. If the contracting party is in default due to late payment, all reasonable costs incurred by Solid Rental B.V. to obtain payment outside of court will be borne by the contracting party, without prejudice to Solid Rental B.V.'s right to full compensation.
9. Solid Rental B.V. is entitled, if it reasonably believes the financial position of the contracting party justifies it, to demand advance payment or security in the form of a bank guarantee, mortgage, pledge, or surety, and may suspend full or partial performance of its obligations under the agreement until such security is provided.
10. If Solid Rental B.V. suspects that the contracting party is no longer creditworthy to fulfill its obligations under any agreement with Solid Rental B.V., Solid Rental B.V. is entitled to require cash-on-delivery payments or advance payments before making any further deliveries.

Article 22 Collection Costs

1. If the contracting party fails to fulfill any of its obligations on time, in addition to the agreed price and costs, all extrajudicial collection costs will be borne by the contracting party. These include costs for drafting and sending reminders, making settlement proposals, and obtaining information. In any case, the contracting party shall owe the following amounts in the event of default:

<i>Principal Amount</i>	<i>Applicable Percentage</i>	<i>Maximum</i>
EUR 2.000,--	15% of the principal amount	EUR 375,-- (min. EUR 40,--)
EUR 5.000,--	EUR 375,-- + 10% of (principal amount minus EUR 2.500,--)	EUR 625,--
EUR 10.000,--	EUR 625,-- + 5% of (principal amount minus EUR 5.000,--)	EUR 875,--
EUR 200.000,--	EUR 875,-- + 1% of (principal amount minus EUR 10.000,--)	EUR 2.775,--
Above EUR 200.000,--	EUR 2.775,-- + 0,5% of (principal amount minus EUR 200.000,--)	EUR 6.775,--

2. If Solid Rental B.V. can demonstrate that it has incurred higher costs, these will also be eligible for reimbursement. The contracting party must reimburse Solid Rental B.V. for any legal costs incurred at all instances, unless the contracting party can prove these costs are unreasonably high. This only applies if Solid Rental B.V. and the contracting party are involved in legal proceedings regarding an agreement to which these general terms and conditions apply, and a final court ruling finds the contracting party fully or predominantly at fault.

Article 23 Liability/Obligations (Both Contracting Party and Solid Rental B.V.)

1. The contracting party is liable for all damages suffered by Solid Rental B.V. due to failure to fully comply with the obligations mentioned in Articles 16 or 17. In addition to these obligations, the following specific liabilities apply to the contracting party:
 - a. In cases of vandalism, damage by third parties or by the contracting party (whether intentional or not), seizure, and theft of equipment, the contracting party is required to compensate the new value of the equipment, unless the damage can be easily repaired. In that case, only the repair costs need to be reimbursed.
 - b. The contracting party indemnifies Solid Rental B.V. against all third-party claims. Solid Rental B.V. is not liable to third parties under any circumstances.
 - c. In case of theft, loss, or damage to the items made available to the contracting party, the contracting party must immediately report this to Solid Rental B.V. The contracting party must also promptly report theft or vandalism damage to the police at the location where the theft occurred or damage was inflicted and provide Solid Rental B.V. with a copy of the police report.
2. For the repair of defects in delivered goods, reference is made to Article 15 (Warranty) of these terms.

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3. Solid Rental B.V. is not liable for damages suffered by the contracting party, its employees, or third parties unless it is proven to be at serious fault. Solid Rental B.V. can only be considered seriously at fault if the contracting party proves intentional misconduct or gross negligence on the part of Solid Rental B.V.
4. Any liability of Solid Rental B.V. beyond that mentioned in paragraphs 1 to 3 is limited to the amount paid out by its insurer (EUR 2,500,000 for business liability). If the insurer does not provide coverage or the damage is not insured, the liability of Solid Rental B.V. is limited to the invoice value of the relevant agreement.
5. The contracting party must notify Solid Rental B.V. in writing within fourteen (14) calendar days of discovering any damage for which Solid Rental B.V. may be liable, providing as detailed an account as possible of the cause, nature, and extent of the damage. Failure to do so will result in the loss of the right to claim damages. In any case, the contracting party's right to compensation expires automatically six (6) months after the scheduled or actual delivery of goods or services under the agreement. Any liability of Solid Rental B.V. is strictly limited to direct damages suffered by the contracting party. Liability for consequential damages is excluded. Direct damages include reasonable costs incurred to ensure Solid Rental B.V.'s performance aligns with the agreement, as well as reasonable costs to establish liability and damage amounts and reasonable costs to prevent or limit damage—provided the contracting party can prove such costs actually reduced direct damages as defined in these general terms and conditions.
Consequential damages include, but are not limited to, lost profits, missed savings, business interruption losses, personal injury, transport costs, and travel and accommodation expenses.

Article 24 Obligations under the Digital Services Act (DSA)

1. Solid Rental B.V. declares that it complies with all obligations under the Digital Services Act in the provision of digital services, including but not limited to:
 - a. Transparency regarding algorithms and personalized services;
 - b. Ensuring business users' rights to access essential data derived from their use of services;
 - c. Measures to protect against illegal content on platforms managed by Solid Rental B.V.
2. Solid Rental B.V. implements technical and organizational measures to protect the integrity and security of data. Contracting parties are required to act in accordance with Solid Rental B.V.'s usage guidelines and applicable regulations.
3. Contracting parties are obligated to report any illegal content hosted or provided by Solid Rental B.V. immediately. Solid Rental B.V. will respond within a reasonable time and take necessary actions to remove or restrict access to such content.
4. Solid Rental B.V. is not liable for content provided by third parties via digital services unless explicitly stated otherwise under the DSA.

Article 25 ESG Obligations (Environmental, Social, and Governance)

1. Solid Rental B.V. strives to minimize its environmental impact in its operations and commits to complying with relevant environmental regulations. Contracting parties must adopt environmentally friendly practices in the execution of the agreement, including minimizing waste and responsibly managing energy resources and materials.
2. Solid Rental B.V. is committed to fair labor conditions, equal opportunities, and respect for human rights within its operations and supply chain. Contracting parties are encouraged to support their own social responsibilities, including compliance with labor and human rights standards.
3. Solid Rental B.V. implements and upholds governance practices that ensure transparency, ethical conduct, and compliance with all applicable laws and regulations.
4. If contracting parties are required to provide ESG reports as part of an agreement with Solid Rental B.V., such reports must be delivered in a timely, accurate manner and in accordance with applicable standards.
5. In case of a breach of ESG obligations by the contracting party, Solid Rental B.V. reserves the right to terminate the agreement and claim damages, including reputational damage.

Article 26 Trade Compliance

1. Solid Rental B.V. and the contracting party declare that they will comply with all applicable national and international trade laws, export and import regulations, sanctions laws, and customs regulations, including but not limited to:
 - a. The European sanction regulations and export control legislation
 - b. The U.S. Export Administration Regulations (EAR) and Office of Foreign Assets Control (OFAC) sanction lists
 - c. Other relevant trade restrictions imposed by the United Nations, the European Union, and other competent authorities
2. The contracting party guarantees that it will not supply or trade products, technologies, or services with:
 - d. Entities or individuals listed on EU, UN, OFAC, or other relevant sanction lists
 - e. Parties in countries subject to trade restrictions or embargoes without the appropriate licenses
3. The contracting party may not export, re-export, or resell goods, software, or technology supplied by Solid Rental B.V. in violation of applicable export regulations. If the contracting party intends to resell products to another country, prior approval from Solid Rental B.V. must be obtained.
4. Solid Rental B.V. and the contracting party will make reasonable efforts to ensure that their trading partners and end users also comply with these trade regulations. The contracting party is responsible for conducting due diligence and implementing compliance measures within its own operations.

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5. If the contracting party becomes aware of a potential violation of trade regulations related to the agreement, it must immediately notify Solid Rental B.V. in writing.
Solid Rental B.V. reserves the right to terminate the agreement with immediate effect if there is (a suspicion of) non-compliance with this clause by the contracting party. Any resulting damages and costs will be fully borne by the contracting party.

Article 27 Indemnification and Assistance by the Contractor

1. The contractor indemnifies Solid Rental B.V. against any claims from third parties who suffer damage in connection with the execution of the agreement without this being attributable to Solid Rental B.V.
2. If Solid Rental B.V. is held liable by third parties, the contractor is obliged to assist and support Solid Rental B.V. as much as reasonably possible, both in and out of court, without claiming any compensation from Solid Rental B.V. The contractor is also required to reimburse Solid Rental B.V. for reasonable costs, including legal assistance costs, incurred as a result of being held liable by third parties without such liability being attributable to Solid Rental B.V.

Article 28 Transfer and Expiry of Rights

1. Solid Rental B.V. is entitled to transfer its rights under the agreement(s) in whole or in part to third parties.
2. Any claim against Solid Rental B.V. expires if Solid Rental B.V. has not been legally involved in the relevant claim within 12 months of receiving it.

Article 29 Force Majeure

1. Force majeure shall be understood, in addition to what is defined in legislation and case law, as circumstances preventing the fulfillment of the obligation that cannot be attributed to Solid Rental B.V. These circumstances shall include (if and to the extent they make performance impossible or unreasonably difficult): strikes in companies other than that of Solid Rental B.V., wildcat strikes or political strikes in the company of Solid Rental B.V.; a general shortage of goods or services necessary to fulfill the agreed performance; unforeseeable delays at suppliers or other third parties on whom Solid Rental B.V. depends, and general transportation problems.
2. Force majeure releases Solid Rental B.V. from its contractual obligations for as long as the force majeure continues.
3. Solid Rental B.V. is also entitled to invoke force majeure if the circumstance preventing (further) fulfillment occurs after Solid Rental B.V. should have fulfilled its obligation.
4. During force majeure, the delivery and other obligations of Solid Rental B.V. shall be suspended. If the force majeure lasts longer than 24 hours, both parties shall be entitled to dissolve the agreement without any obligation to pay damages.
5. If Solid Rental B.V. has already partially fulfilled its obligations at the onset of force majeure or can only partially fulfill its obligations, it shall be entitled to separately invoice the already delivered or deliverable part, and the contractor is required to pay this invoice as if it were a separate contract. However, this does not apply if the already delivered or deliverable part has no independent value.

Article 30 Dispute Resolution

1. If a dispute arises between Solid Rental B.V. and the contractor regarding the formation, interpretation, execution, or non-performance, incorrect performance, or delayed performance of an agreement or other legal relationship between the parties, or if either party believes that such a dispute exists, the parties are required to attempt to reach an agreement through negotiations before submitting the dispute to the civil court.
2. The court in The Hague shall have exclusive jurisdiction over all disputes that may arise between Solid Rental B.V. and the contractor. Solid Rental B.V. also has the right to submit a dispute to the competent court in the contractor's place of establishment.

Article 31 Applicable Law

1. All legal relationships between Solid Rental B.V. and the contractor, including the formation and content of an agreement, are exclusively governed by Dutch law. This also applies if a contractual obligation is wholly or partly performed abroad or if the contractor is domiciled abroad.

Article 32 Amendment of the General Terms and Conditions

1. Solid Rental B.V. is authorized to unilaterally make changes to these general terms and conditions. These changes take effect on the announced effective date.
2. Solid Rental B.V. shall timely send the amended general terms and conditions to the contractor. If no effective date is provided, the amendments shall take effect once they have been communicated to the contractor.
3. If the contractor does not submit a substantiated objection to the amendments to the general terms and conditions within one month of the notification date, the contractor shall be deemed to have accepted the amendment(s).

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Article 33 Nullity of Provisions

1. If any provision of these general terms and conditions is determined to be wholly or partially void or unenforceable by law, this shall not affect the validity of the remaining provisions.

Article 34 Final Provisions

1. The version of the general terms and conditions of Solid Rental B.V. that was most recently declared applicable and provided to the contractor shall always govern the legal relationship(s) between the parties.
2. The Dutch text of these general terms and conditions is always decisive for their interpretation.
3. Headings above the articles in these general terms and conditions are solely intended to improve readability and shall not serve as a means or indication for interpretation.
4. Upon the contractor's first request, Solid Rental B.V. shall provide a copy of the applicable general terms and conditions for free.