

TERMS AND CONDITIONS FOR SERVICES AND RENTAL WORLD WIDE WENDEL

Dated 23-07-2026

Article 1 Definitions

Equipment: all (electrical) devices in the field of video, audio and lighting technology (including but not limited to storage media and cameras) made available for rental by World Wide Wendel, including all associated cabling and packaging materials.

Agreement: the agreement between World Wide Wendel and the Counterparty relating to the Services.

World Wide Wendel: the sole proprietorship World Wide Wendel of Wendel Nooren, established at Harmsen van der Beeklaan 17, (1262 AS) Blaricum, the Netherlands.

Services: the rental of equipment by World Wide Wendel to the Counterparty; and/or the production or editing of audiovisual works by World Wide Wendel for the Counterparty; and/or the performance of other services by World Wide Wendel for the Counterparty, all as further specified in the Agreement.

Counterparty: the natural person or legal entity that has entered into an Agreement with World Wide Wendel relating to the Services.

Article 2 Applicability

2.1 These terms and conditions apply to all legal relationships between World Wide Wendel and the Counterparty to which World Wide Wendel has declared these terms and conditions applicable.

2.2 Any amendments to these terms and conditions are only valid if expressly agreed between the parties in writing.

2.3 In the event of a conflict between a provision in these terms and conditions and a provision in the Agreement, the provision in the Agreement shall prevail.

2.4 The applicability of any other general or special terms and conditions is expressly excluded, unless expressly accepted in writing by World Wide Wendel.

2.5 If one or more provisions of these terms and conditions are or become void or are annulled, the remaining provisions shall remain fully applicable. The parties shall then consult with each other to agree on new provisions to replace the void or annulled

provisions, taking into account, as far as possible, the purpose and intent of the original provisions.

Article 3 Offer and formation of the Agreement

3.1 All offers and quotations from World Wide Wendel are without obligation and are valid for 14 calendar days.

3.2 World Wide Wendel is at all times entitled to terminate negotiations with the Counterparty without stating reasons and without being liable for any compensation or being obliged to continue negotiating.

3.3 An Agreement is formed as soon as (i) World Wide Wendel accepts the Counterparty's order in writing, (ii) World Wide Wendel commences performance of the Services, or (iii) the Counterparty has received the Equipment from World Wide Wendel.

Article 4 Rental

(This provision applies only if the Agreement relates to the rental of Equipment.)

4.1 World Wide Wendel rents to the Counterparty the Equipment specified in the Agreement together with the associated user documentation. The rental period commences on the day the Equipment is made available to the Counterparty.

4.2 Unless otherwise agreed, the rental of the Equipment does not include the provision of consumables and accessories (such as batteries and accessories). The Counterparty is obliged to return any storage media included with the Equipment wiped of data ("empty") at the end of the rental period.

4.3 Prior to or at the time the Equipment is made available, World Wide Wendel may, in the presence of the Counterparty, draw up a description of the condition of the Equipment by way of pre-inspection, noting any defects found. World Wide Wendel may require the Counterparty to sign the resulting report describing the condition of the Equipment for approval. Only the defects noted in that condition report are for the account of World Wide Wendel. If no pre-inspection is carried out, the Counterparty is deemed to have received the Equipment in good condition.

4.4 The Counterparty shall at all times use the Equipment in accordance with the user documentation. If this documentation has not been provided, the Counterparty must report this to World Wide Wendel before using the Equipment. The Counterparty may only use the Equipment for its own organisation or business; the Counterparty may not sub-rent the Equipment to third parties or otherwise make it available to third

parties. The Counterparty is also not permitted to use the Equipment underwater or for rigging purposes.

4.5 The Counterparty must at all times use the Equipment with care, keep it in its possession, and take measures to prevent damage to the Equipment. In the event of damage to or defects in the Equipment, the Counterparty shall notify World Wide Wendel of this in writing without delay. The Counterparty is fully liable to World Wide Wendel and any third parties affected by the damage for defects and damage to the Equipment, as well as theft and loss of the Equipment (even if such damage is not attributable to the Counterparty). In the event of theft of or malicious damage to the Equipment, the Counterparty is obliged to immediately report this to the police in the place where the theft or damage occurred. The Counterparty is obliged to provide World Wide Wendel with a copy of the police report.

4.6 Unless otherwise provided in the Agreement, the Equipment is made available to the Counterparty at the office of World Wide Wendel and must be returned there at the end of the rental period (as determined in the Agreement).

4.7 The Counterparty must return the Equipment in its original condition at the end of the rental period. At the request of World Wide Wendel, a joint final inspection of the condition of the Equipment shall take place. The parties shall jointly draw up a final inspection report of the findings, which must be signed by both parties. World Wide Wendel is entitled to repair (or have repaired by a third party) any defects and/or other damage to the Equipment that are for the account and risk of the Counterparty, at the Counterparty's expense. The Counterparty is likewise liable for damage suffered by World Wide Wendel due to the temporary unusability or unrentability of the Equipment.

4.8 If the Counterparty fails to return the rented Equipment on time, the Counterparty owes World Wide Wendel an immediately payable penalty of 130% of the daily rental rate (calculated pro rata if the rental price in the Agreement is calculated over a period other than a day), without prejudice to World Wide Wendel's other rights, such as the right to performance and to claim damages.

4.9 The Counterparty shall never remove markings applied by World Wide Wendel to the Equipment (such as markings relating to ownership). If a third party wishes to seize or does seize the Equipment, the Counterparty must immediately hand a copy of the rental Agreement to the party levying the seizure and inform World Wide Wendel of the seizure in writing. All costs incurred by World Wide Wendel in relation to a seizure of the Equipment held by the Counterparty are for the account of the Counterparty.

4.10 Without prejudice to the provisions of Article 9, World Wide Wendel is never liable for damage resulting from defects in the Equipment that World Wide Wendel was not aware of when entering into the rental.

Article 5 Services

(This provision applies only if World Wide Wendel produces or edits audiovisual works, or performs other services.)

5.1 World Wide Wendel shall perform the Services to the best of its knowledge and ability.

5.2 The Counterparty must provide World Wide Wendel with all useful and necessary materials, data and requirements relating to the Services in writing and in good time. If the foregoing is not provided, not provided in time, or not provided correctly, or if the Counterparty otherwise fails to fulfil its obligations, any resulting delays in delivery shall be for the account of the Counterparty, and World Wide Wendel shall be entitled to charge any resulting additional costs at its usual rates. If it has been agreed that the Counterparty will make facilities such as equipment, materials or data available, these shall meet the specifications that are customary and necessary for carrying out the work.

5.3 The Counterparty is responsible for obtaining all required permission for the publication and reproduction of delivered works, unless explicitly agreed otherwise. If the Counterparty fails to do so and third parties hold World Wide Wendel liable as a result, the Counterparty shall indemnify World Wide Wendel against all claims and associated costs. The Counterparty also indemnifies World Wide Wendel against third-party claims in connection with the Services performed, to the extent these result from instructions or requirements of the Counterparty relating to the Services that were followed by World Wide Wendel, regardless of whether the intellectual property rights are transferred to the Counterparty pursuant to Article 5.7.

5.4 If Services are carried out in phases, a new phase shall only commence once the Counterparty has approved delivery of the previous phase. Approval is deemed to have been granted if the Counterparty does not give written notice of its refusal to approve the previous phase within 5 days (or another agreed period) after delivery of that phase by World Wide Wendel. If a delivered phase deviates materially from what was agreed or from a preceding phase, World Wide Wendel shall carry out the work required to bring the delivered result into line with the Agreement or the preceding phase, free of charge.

5.5 Agreed delivery dates are not strict deadlines, unless explicitly agreed otherwise.

5.6 If the Counterparty wishes to make interim changes to the requested Services, World Wide Wendel shall be entitled to charge for the additional work at its usual rates. If World Wide Wendel is reasonably unable to make the changes, World Wide Wendel shall notify the Counterparty of this in writing.

5.7 Unless explicitly agreed otherwise, and subject to the condition precedent that the Counterparty has paid all fees due under the Agreement, World Wide Wendel transfers to the Counterparty all intellectual property rights in works and other material specifically developed by World Wide Wendel under the Agreement. However, World Wide Wendel retains the right to disclose the aforementioned works and materials to potential clients for its own promotion and/or publicity purposes (but not in such a way that the works and materials become publicly accessible). The Counterparty is further obliged to credit Wendel Nooren as the creator on all works and materials.

Article 6 Fees, payment and security

6.1 Agreed prices are exclusive of taxes and, insofar as they relate to Services as referred to in Article 5, exclusive of travel and accommodation costs and other expenses.

6.2 Invoices sent by World Wide Wendel must be paid within 30 days of the invoice date, without deduction, discount or set-off, by transfer to a bank account designated by World Wide Wendel. If the Services are performed over a period longer than two weeks, World Wide Wendel is entitled to send interim invoices.

6.3 Objections to the amount of an invoice or other complaints do not suspend the Counterparty's payment obligation.

6.4 World Wide Wendel is entitled at all times to request an advance payment for its work, disbursements and/or costs.

6.5 If, in World Wide Wendel's judgement, the Counterparty's financial position or payment behaviour gives cause to do so, World Wide Wendel is entitled to require the Counterparty to provide (additional) security without delay, in a form to be determined by World Wide Wendel. If the Counterparty fails to provide the requested security, World Wide Wendel is entitled, without prejudice to its other rights, to immediately suspend further performance of the Agreement, and everything the Counterparty owes World Wide Wendel on any ground whatsoever shall become immediately due and payable. World Wide Wendel is also entitled to suspend its obligations if the Counterparty has not paid due fees on time. In the event of liquidation, bankruptcy, seizure, suspension of payment or debt restructuring of the Counterparty, everything the Counterparty owes World Wide Wendel shall likewise become immediately due and payable.

6.6 If an Agreement has been entered into by the Counterparty together with a third party, the Counterparty is jointly and severally liable for payment of the amounts owed by that third party.

Article 7 Term and termination

7.1 If the Agreement does not end through completion of performance, the term of the Agreement is set out in the Agreement.

7.2 Unless explicitly agreed otherwise, Agreements cannot be terminated early.

7.3 Either party is entitled to dissolve the Agreement in writing if the other party fails to perform a material obligation under the Agreement and also fails to remedy that failure after having been given written notice of default and a reasonable period to still fulfil its obligations.

7.4 If World Wide Wendel has partially (correctly) performed the Agreement and the result is usable for the Counterparty, the Counterparty, in the event of a material failure to perform further obligations, is only entitled to dissolve the Agreement for the future.

Article 8 Force majeure

8.1 A failure to perform any obligation cannot be attributed to either party if that party is prevented from performing by force majeure. On the part of World Wide Wendel, force majeure includes in any event the following situations: (i) illness; (ii) defects in items or materials of third parties whose use was prescribed to World Wide Wendel by the Counterparty; (iii) acts and/or omissions of third parties, unless caused by intent or deliberate recklessness; and (iv) defects in or theft of necessary Equipment or equipment of third parties (including subcontractors) arising within 5 working days before the start of the planned work or during the performance of the work. In the latter case, World Wide Wendel shall make reasonable efforts to obtain replacement equipment (provided this is possible at a reasonable cost relative to the fees owed by the Counterparty to World Wide Wendel).

8.2 The parties may suspend their obligations under the Agreement for as long as the force majeure continues. If this period lasts longer than two months, either party is entitled to dissolve the Agreement, without any obligation to compensate the other party for damages.

Article 9 Liability

9.1 Without prejudice to the other provisions of these terms and conditions, World Wide Wendel's liability for each event causing damage is limited to an amount of

EUR 2,000. In addition, World Wide Wendel's total liability under any Agreement is limited to the fees paid or payable by the Counterparty under that Agreement. The foregoing does not apply if the damage results from intent or deliberate recklessness on the part of World Wide Wendel.

9.2 World Wide Wendel is never liable for indirect damage. Indirect damage includes, but is not limited to, loss of profit and revenue, lost clients or assignments, reduced goodwill, and business interruption losses.

9.3 World Wide Wendel is never liable for acts and/or omissions of involved third parties, nor for the accuracy of information provided by such third parties.

9.4 The Counterparty is obliged to compensate World Wide Wendel for damage it incurs, if and insofar as this damage is related to the performance of the Agreement and — unless this concerns rental and Article 4.5 applies — if the circumstance causing the damage can reasonably be attributed to the Counterparty.

Article 10 Applicable law and choice of forum

10.1 Dutch law applies to all Agreements and all legal relationships between the parties arising from or related to an Agreement.

10.2 All disputes that may arise between World Wide Wendel and the Counterparty relating to Agreements or legal relationships arising from or related to an Agreement shall be submitted exclusively to the competent court in Amsterdam.