

GENERAL TERMS AND CONDITIONS

ARTICLE 1.

All our services and deliveries are governed by the general sales, delivery, service and payment conditions set out below. By entering into the agreement, our customer declares to know these conditions and to accept them. They therefore form an integral part of our agreements and always take precedence over the customer's general conditions, which can in no case be set against us.

ARTICLE 2.

All quotations from our company are without obligation. All sales or agreements concluded with our representatives, delegates or agents are only binding after written ratification and confirmation by the management of our company. All commitments arising from the aforementioned sales and agreements are deemed to have arisen at our registered office. Our quotations are estimates of the necessary performance times (including for audio editing, video editing, ...) whereby final settlement is made on the basis of the services actually delivered. Unless the contrary has been stipulated in writing, this also applies to the sales and agreements bindingly concluded by us.

ARTICLE 3.

All our prices are net prices in Euro, excluding VAT and excluding all charges, costs, duties, taxes, etc. Any changes in the price that occur after the orders have been concluded do not entitle the customer to cancel the order placed. Our company always reserves the right to invoice its goods and/or services at the prices in effect on the day of dispatch and/or execution of the order. If discounts are granted to the customer, these apply exclusively to the individual orders for which they are granted. They do not in any case, even when granted repeatedly, create a right for the customer to equivalent discounts on later orders.

ARTICLE 4.

All measures regarding taxes, customs duties, insurance or transport costs, indexation of wages, increases in fuel costs, as well as all fluctuations in currency parities which increase the cost price, are added to the agreed price. In view of the fluctuations on the raw materials market and the exchange market, our company may be obliged to change the prices according to its price list without prior notice.

ARTICLE 5.

Delivery times are determined by our company. They are always approximate. Exceeding the delivery time, for whatever reason, never entitles the customer to compensation, dissolution of the agreement or non-fulfilment of any obligation arising for him from the agreement or from any other agreement concluded with our company.

ARTICLE 6.

In the event of cancellation of the order and/or assignment, the customer owes a fixed compensation which is set at a flat rate of 20% of the value of the order and/or assignment, increased by the costs already incurred, without prejudice to our company's right to prove and claim higher damages. For an order of less than 50.00 euros, an amount of 10.00 euros in administration costs is charged. When invoicing has to be made to a customer outside the territory of the Kingdom of Belgium, an amount of 40.00 euros in administration costs is charged.

ARTICLE 7.

When blank carriers are made available to the customer, this customer guarantees that these blank carriers will not be used by him and/or by any later acquirer thereof for any purpose other than for private or home copying within the meaning of art. 22 § 1.4° or 5° of the Copyright Act. This customer undertakes to fully compensate our company for any foreseeable and/or unforeseeable damage it may suffer as a direct and/or indirect consequence of the violation of the legislation regarding compensation for private or home copying.

ARTICLE 8.1.

If the customer instructs our company with an order of duplication/replication (VHS-CD-DVD) within the meaning of copyright law (Copyright Act), this customer acknowledges that he can freely dispose of all intellectual rights necessary for the requested duplication/replication of the work to be duplicated/replicated and licenses these rights to our company. This customer fully indemnifies our company (both in principal and in interest and costs) for any claim that third parties may make against our company in connection with the duplication/replication on the basis of infringement of intellectual property rights (incl. copyrights) and/or personality rights and undertakes to fully compensate our company for any foreseeable and/or unforeseeable damage it may suffer as a direct and/or indirect consequence of such claims by third parties.

ARTICLE 8.2.

All transfers by our company of copyright and neighbouring rights can only be proved against it in writing, in accordance with article 1325 of the Civil Code. For each method of exploitation, in addition, on

penalty of nullity, the compensation for our company, the scope and the duration of the transfer must be expressly and separately determined. The transfer of the object containing a work does not under any circumstances lead to the right to exploit the work.

ARTICLE 8.3.

The customer warrants that he is the exclusive owner of (or at least has the broadest right of disposal over) all the rights (copyright, trademark and/or any other immaterial property rights) delivered to our company in execution of an order and/or assignment, and that our company therefore has the right to make adaptations, adjustments, edits and/or in general to make use of the possible works, marks and/or any other object of intellectual property protection in the context of an order/assignment. This customer fully indemnifies our company (both in principal and in interest and costs) for any claim that third parties may make against our company in connection herewith on the basis of infringement of intellectual property rights (incl. copyrights) and/or personality rights and undertakes to fully compensate our company for any foreseeable and/or unforeseeable damage it may suffer as a direct and/or indirect consequence of such claims by third parties.

ARTICLE 8.4.

The customer bears full responsibility for the declaration to the relevant collective management organisations of the works created as a result of the order/assignment. The customer fully indemnifies our company [both in principal and in interest and costs] for any claim that a collective management organisation could make in this regard.

ARTICLE 9.

The customer can only hold our company liable for the storage of master tapes and rushes which he has left in its premises up to an amount equal to the value of the carriers on which these rushes and/or master tapes were recorded.

ARTICLE 10.

If the customer refuses to have the concluded agreement executed or to execute it, or if the customer fails or refuses to take delivery of the ordered goods and/or completed assignment, our company will, by registered letter, give notice of default to the customer to immediately proceed with execution of the agreement or collection of the ordered goods and/or completed assignment. If the customer does not give a favourable response to this registered notice of default, our company will be entitled by operation of law either to consider the agreement as immediately dissolved to the disadvantage of the customer, who then owes, as fixed compensation, the principal amount of the services or purchased goods (excluding VAT), or to demand full (compulsory) execution of the agreement and appropriate compensation. If the customer fails to take delivery of the goods and/or services at the agreed place, then all costs and damages arising from this negligence are in every case borne by him.

ARTICLE 11.

On delivery or collection, the customer (the last carrier) will only give discharge after verifying that the goods and services are all present and delivered in good condition. Under penalty of forfeiture of recourse, the relevant reservation of the customer must (i) be mentioned in writing on the delivery note/collection note/service note, (ii) be reported the same day by fax or email to our company and (iii) subsequently be confirmed by registered letter sent within five days. The goods are shipped at the customer's risk. Transport costs, unless otherwise stipulated, are at the customer's expense.

In addition, all complaints regarding a delivery and/or service must reach us by registered letter within 8 days after the delivery or the service and in any case before the use or resale of the goods and/or services. Any complaint after said period is not admissible. The warranty is only valid in the territory of Belgium. Under normal use, our company grants a warranty on new goods for defects up to a maximum of 24 months after delivery. If a timely submitted complaint is found to be justified (i.e. that an exceedance of the tolerance margins within the sector is exceeded), our company will, at our choice, replace and/or repair the goods and/or services recognised by us as defective or faulty, insofar as they enjoy our warranty, at our company's expense. In this case, our company also bears the return costs.

ARTICLE 12.

12.1 Our company is not liable for direct damage and/or consequential damage as a result of a defective good or service, except in the case of gross or wilful misconduct on our part. In addition, our company is, save in the case of gross or wilful misconduct on our part, likewise not liable for direct damage and/or consequential damage caused by and/or arising from (delays in) carrying out repairs, performing maintenance work, as well as upon replacement (of parts). The customer shall at all times indemnify our company against all claims by third parties, both in principal and in interest and costs.

12.2. Scope of liability

a.) The liability of our company is - in cases where it is not explicitly or implicitly contractually excluded - limited to (i) the material damage to installations and properties of the customer and of third parties and (ii) their possible bodily injury, which arises directly from a gross or wilful misconduct committed during

the execution of the agreement, with a maximum equal to the amount that our company has invoiced the customer for the relevant good or service. All further liability for (the aforementioned) material and bodily damage is excluded. Any liability of our company is also excluded for all other damage arising from and/or related to a fault (including gross or wilful misconduct) committed during the execution of the agreement, including consequential damage and immaterial damage (such as inter alia moral damage), regardless of the manner and foreseeability of occurrence and the extent of the damage. The customer indemnifies our company against all relevant claims by third parties.

b) Should the above provision not be invocable at any time, then the liability to be determined at that time is in any case limited to a maximum of the amount that our company has invoiced the customer for the relevant good or service.

ARTICLE 13.

No exchange will be carried out without the prior agreement of our company, and the return of the goods only takes place where they have remained in the original packaging.

ARTICLE 14.

Protest against an invoice must be made by registered letter within 8 days after the invoice date.

ARTICLE 15.

1. Unless otherwise agreed, our goods and/or services are delivered against cash payment upon receipt. Cash payments can be made in cash or with Bancontact, Proton or Visa.

2. The customer expressly waives his right to set-off with any counterclaim on his part.

3. Complaints regarding an independent component in a specified account never relieve the customer of his obligation to pay the other items of the invoice, in accordance with the conditions set out in paragraph 1.

4. If payments have not been made on the agreed and/or specified times, this entails that all sums still owed become immediately due and payable. This also entitles us to demand cash payment before dispatch in respect of every new delivery, regardless of the conditions of the agreement or order to which they relate and without prejudice to the right to further stop deliveries. Our company also reserves the right to consider the agreement, by registered letter, as dissolved by operation of law and without prior notice of default, at the customer's expense, for the whole or the not yet executed part.

5. In the absence of payment on the agreed and/or specified times, all sums still owed shall, by operation of law and without prior notice of default, bear interest of 10 % per year, calculated from the date of the invoice.

6. Likewise, by operation of law and without prior notice of default, a fixed compensation is owed amounting to 10% of any unpaid amount - with a minimum of 25.00 euros - as conventional compensation. Costs related to unpaid bills of exchange or cheques, as well as other collection costs, are not included and are charged separately to the customer.

8. As long as the price of the delivered goods and/or services has not been paid, they remain the property of our company.

ARTICLE 16.

If our company, in the execution of the agreement, is prevented from fulfilling its obligations towards the customer due to force majeure, strike, lock-out or other unforeseeable circumstances, regardless of whether this prevention extends to the entire execution or only to part of it, and regardless of whether the prevention is temporary or definitive, our company has, without prejudice to the rights to which we are further entitled, the right, without judicial intervention, at its own choice, either to suspend the execution of the agreement, or to consider the agreement as wholly or partially dissolved, without our company being liable for any damages. The customer is in all cases obliged to pay for what has been delivered to him.

ARTICLE 17.

Our company reserves the right to consider the agreement as dissolved by operation of law or without prior notice of default, to the disadvantage of the customer, in the event of bankruptcy, manifest insolvency, as well as upon any change whatsoever to the legal status of the customer.

ARTICLE 18.

In the event of a dispute, only the courts of the judicial district of Mechelen are competent. All commitments entered into by our company are governed by Belgian law.