

Key Music BV, trading at Rhone 40 in The Hague (2491 AP). The Standard Business Terms of Key Music Nederland BV are also made available via its website ([www.keymusic.com](http://www.keymusic.com)) in such a way that they may be stored and in that way made available for the purpose of being subsequently consulted. The Standard Business Terms of Key Music Nederland BV will also be sent electronically to anyone requesting them.

#### Article 1. Definitions

In these Standard Business Terms the following words will have the following meaning:

Consumer: a contracting party that is an individual and is not acting in the conduct of any business or profession.

Consumer distance purchase: agreements between a consumer and Key Music in its capacity as seller or service provider where in the framework of an organised system for sale or provision of services at a distance including the conclusion of an agreement use is made of one or more techniques for communications at a distance.

Major contracting party: major contracting party according to article 6.235 (1) of the Civil Code.

Key Music: Key Music Nederland BV or any other member or legal predecessor of Key Music Nederland BV.

Products: all sales items cited by Key Music on its website and available on order from its store(s) as well as services offered by Key Music on its website as well as in its store.

Agreement: agreements of which these Standard Business Terms constitute the contents and which come about by Key Music accepting your order and also your mode of payment.

Terms: these present Standard Business Terms.

#### Article 2. Applicability of these Terms

2.1 These Terms apply to all (preceding) offers by Key Music and any agreement and concomitant relations between you and Key Music unless there is any explicit deviation from these Terms by the Parties and this has been confirmed in writing by Key Music. Simple reference on your part to your own terms or to any standard clause on your stationery or to any provision in your own terms stating that those terms are exclusively binding will not suffice to do so. The acceptance of an offer by Key Music thus entails that you completely accept the applicability of these Terms and explicitly deviate from your own standard terms.

2.2 The present Terms replace all other terms and conditions to which reference is made on your part or in connection with any business transaction. Accordingly the present Terms replace all other terms and conditions applied by Key Music's legal predecessors.

2.3 Key Music is entitled to change its Standard Terms at any time and without advance announcement. It is therefore also advisable to regularly check these Standard Terms. The contents of agreements that have come about on the basis of previous terms remain in effect.

2.4 What is stipulated in these Terms may only be waived in writing in which case the remaining provisions remain in effect uncurtailed.

#### Article 3. Quotations and offers

3.1 Mention of any kind of data in catalogues, brochures, quotations, price lists, order confirmations or other printed sources as well as via the internet, email or other methods is made as detailed as possible but is nonetheless not binding. Key Music is therefore not liable for misprints, typos, mathematical errors or for any lack of clarity or its consequences.

3.2 The quotations and offers made by Key Music are without commitment unless otherwise agreed and a duration of validity is mentioned in a written offer. Key Music is not bound by agreements made with its personnel. Key Music additionally reserves the explicit right to change prices such as for instance when this may appear to be necessary due to a (statutory) provision.

3.3 An agreement only comes about after written acceptance of the order by Key Music. The order is binding on you. Key Music is entitled to refuse orders as well as to put certain conditions on delivery unless otherwise explicitly agreed. If Key Music does not accept an order it will make notification to that effect within 14 days of receipt of the order.

3.4 The information to be processed by Key Music, supporting documentation and/or materials for execution of your order should be submitted free of charge on time and on the dates to be given by Key Music at the address indicated by the latter. In case of deliveries not made free the client will be invoiced for freight costs incurred and/or postage costs without prejudice to Key Music's right to refuse a non-free shipment.

3.5 If you are informed that the information given for your order, supporting documentation and/or materials have been made available to you the latter should be picked up within 10 days, failing which Key Music has the right to bill you for storage costs. The submission of such information and/or supporting documentation is at your own risk.

3.6 If you have not made any objections within seven days after the order confirmation is sent the latter is deemed to accurately and fully reflect the agreement.

3.7 Key Music reserves the right to perform more work and invoice you for it than was explicitly ordered if such activities are in your interests and/or are for the proper execution of your order. You will be informed thereof as soon as possible about the execution of these supplemental activities.

#### Article 4. Delivery and delivery date

4.1 The delivery period begins after the agreement has been entered into, all information necessary for its execution is in the possession of Key Music and payment has been made.

4.2 If delivery fails to occur within 30 days subsequent to a "consumer distance purchase" the consumer is entitled to rescind the agreement in writing without either of the parties being obligated to pay any damage compensation unless something else has been agreed with reference to the delivery date and damage compensation.

4.3 An agreed delivery period is not a deadline unless otherwise explicitly agreed. The delivery period is thus only indicative. If the delivery period is exceeded you are not entitled to damage compensation or to cancel the order or to rescind the agreement unless the passing of the delivery date is such that you cannot reasonably be expected to maintain the agreement and you informed Key Music to that effect when the agreement was entered into. You are in that case entitled to cancel the order as well as to rescind the agreement to the extent that is necessary.

4.4 Even if it has been agreed that the delivery period is a deadline then that agreed deadline only applies if and to the extent that the information required for execution of the order is made available to Key Music at the agreed time and in the agreed place, the agreement has been entered into and payment has been made. Checking on timely delivery of the information required should be accomplished by you. Any eventual extra costs resulting from non-timely submission of the information required will be invoiced to you without prior consultation.

4.5 Delivery of the products occurs at the time and place at which the products are at your disposal and where you take delivery of them c.o.d. or after prepayment. All deliveries are deemed to be made at Key Music.

4.6 If due to circumstances for which you are responsible the agreed performance by Key Music cannot be rendered while Key Music is able and ready to delivery then Key Music may store the items available by then at your expense and risk at a site chosen by Key Music. By means of simple

written notification of this act the delivery is deemed to have taken place. You are then obliged to compensate Key Music for storage costs according at the customary rate.

4.7 If after two successive written notifications from Key Music, with the final one sent by registered post, you fail within a period of three months to pick up the goods Key Music is then entitled to sell the goods in question and to recoup the amount you owe from the proceeds.

4.8 Key Music is allowed to deliver sold items in part deliveries. This does not apply if partial delivery has no independent value. If the items are delivered in part deliveries then Key Music is entitled to invoice each of them separately.

4.9 If an order must be accelerated overtime and/or other eventually incurred costs will be invoiced.

#### Article 5. Technical requirements

All technical requirements you specify for the items to be delivered and which differ from normal requirements should be explicitly mentioned by you when the purchase agreement is entered into.

#### Article 6. Samples, models and example

If a sample, model or example is shown or submitted by Key Music it is assumed to have only been shown or submitted for the sake of suggestion: the properties of the items to be delivered may differ from the sample, model or example unless it was explicitly mentioned that delivery would be made in conformity with the sample, model or example shown or submitted.

#### Article 7. Changes in the items to be delivered

7.1 Key Music is entitled to deliver items that differ from the items described in the purchase agreement such as, for example, with reference to shape and colour. If Key Music avails itself of this option and delivers an item that differs significantly from the agreed item then you are entitled to rescind the agreement. You are entitled to do this within seven days of delivery.

7.2 You are not entitled to rescind the agreement if it relates to changes in the items to be delivered, their packaging or accompanying documentation that are required to satisfy applicable statutory regulations or if they relate to minor changes to the item that constitute an improvement.

#### Article 8. Termination of the agreement

8.1 Key Music's claims on you are immediately executable in the following instances:

- If after entering into the agreement Key Music becomes aware of circumstances that provide Key Music with valid grounds for fearing that you will not meet your obligations;
- If Key Music when entering into the agreement asked you to post security for performance and such security fails to materialise or is unsatisfactory.

In the cases mentioned Key Music is entitled to suspend further execution of the agreement and to proceed to rescind the agreement, in either case without prejudice to Key Music's right to claim damage compensation.

8.2 If you fail to adequately comply with obligations incumbent upon you in relation to Key Music then Key Music will be entitled to suspend execution of the relevant agreement and to rescind it fully or partially without any formal notice and/or legal intervention being required and will retain its right to damage compensation. What you owe Key Music will become immediately executable.

8.3 Should circumstances arise with relation to persons and/or materials that Key Music avails itself of in executing the agreement, or habitually does so, and which are of such a nature as to render execution of the agreement impossible or so difficult and/or unreasonably expensive that compliance with the agreement can no longer be reasonably expected then Key Music is entitled to rescind the agreement.

8.4 If you in the case of consumer distance purchase do not wish to accept delivery of a product, for whatever reason, you are entitled, without giving any reasons, to rescind the consumer distance purchase agreement within seven working days of delivery on condition that the relevant goods are simultaneously returned in the complete undamaged original packaging, that the plastic sealing of the packaging has not been broken and that the goods in question are unused and undamaged. The costs of return shipment of the item will be at your expense. Key Music reserves the right, in case of any damage you cause to the returned product, to invoice you for any eventual costs or to refuse to accept the returned goods.

#### Article 9. Guarantee

9.1 Key Music guarantees that the items it sells are free from design, material and manufacturing flaws for a period of one year after delivery unless otherwise agreed.

9.2 For equipment delivered with a manufacturer's guarantee the client may also directly contact the manufacturer or importer with any complaints. Upon request, Key Music can arrange this.

9.3 Restoration of lost data is never covered by the guarantee.

9.4 Maintenance, modification or repair of the items delivered by Key Music as well as of software that is not carried out by Key Music, use not in accordance with instructions or other than as accepted in social intercourse as well as defects due to external causes that are not attributable to Key Music will all invalidate any guarantee.

9.5 Excluded from the guarantee are:

- a. Regular maintenance and servicing or replacement of parts due to normal wear and tear;
- b. Consumables that come with the product such as batteries, etc;
- c. Damage or loss with regard to software, data or storage media, shipping costs and risks;
- d. Damage as a result of inadequate maintenance or servicing;
- e. Damage in connection with the circumstance that the product does not conform to applicable technical standards or safety standards (or has been installed or used contrary to installation and operation instructions);
- f. Damage due to inadequate or improper installation of software and other products;
- g. Repair or attempts at repair of the product by anyone but Key Music;
- h. Damage as a result of accidents, lightning, flooding, fire, inadequate ventilation or other causes beyond the control of Key Music;
- i. Damage in connection with which the product is used together with accessories, products or peripheral technology that has not been supplied by Key Music;
- j. Damage due to flaws in a system into which the product has been integrated;
- k. Damage due to flaws in the software;
- l. Damage in connection with misuse, negligence or commercial operation.

9.6 Key Music is not obliged to make any repairs if and as long as arrears persist in regard to performance owed to Key Music.

9.7 All components replaced become the property of Key Music.

9.8 If the above cited guarantee is applicable and the item evidences a defect then Key Music is obliged to repair the item within one month after you report the defect.

9.9 All defective items should be offered to Key Music for repair.

9.10 Key Music may opt to replace the item if there are objections to repairing it.

9.11 You may only demand replacement of the item or rescission of the purchase agreement if:  
- Key Music has for the second time attempted to repair the same defect and such attempts have been to no avail and the defect is sufficiently serious to justify replacement or rescission of the agreement, or

- If you can show that the item evidences so many flaws, or has done so, that the latter does not correspond to the agreement and that such defects justify replacement or rescission of the agreement.

9.12 You should show that the item evidenced the defect to which this guarantee applies during the guarantee period. The guarantee lapses if the model or serial number of an item has been removed or modified.

#### Article 10. Retained ownership title

10.1 The items delivered by Key Music remain the property of Key Music until you have complied with all of the following obligations under all purchase agreements entered into with Key Music:

- Counter-performance(s) with regard to the actual item or items delivered or to be delivered;
- Counter-performance(s) with regard to services performed or to be performed by Key Music by virtue of the purchase agreement(s);
- Any eventual claims for non-compliance with purchase agreement(s) on your part.

The risk in regard to the products passes to you as of the moment of delivery.

10.2 The items delivered by Key Music that fall under the provision of retained ownership title by virtue of paragraph 1 may only be resold in the framework of routine business operations. You are otherwise not entitled to pawn the items or to encumber them with any other rights.

10.3 Key Music hereby reserves for the future the pawning rights as referred to in article 3.237 of the Civil Code to items delivered to which title has passed to you by payment and which are still in your possession as extra security for claims other than those cited in paragraph 1 of this article that Key Music may have on you and regardless of the reason. The entitlement included in that paragraph also applies in respect of items delivered by Key Music that you have worked on or processed and to which Key Music has consequently lost its retained title.

10.4 If you fail to comply with your obligations or if there is justified concern that you may not do so then Key Music is entitled to repossess the items delivered to which the retained ownership title in paragraph 1 applies or to have them repossessed from third parties holding them for you. You are obliged to provide all possible collaboration to this end on penalty of 10% of what you owe per day.

10.5 If third parties wish to attach or assert any right to items delivered under retained ownership title you are obliged to immediately notify Key Music thereof.

10.6 you hereby obligate yourself at the request of Key Music:

- To take out and maintain insurance on the items delivered under retained ownership title against fire, explosion and leakage and against theft and to submit the insurance policy for inspection;
- To pledge to Key Music all claims on your part in relation to insurers relating to the items delivered under retained ownership title in the manner specified in article 3.239 of the Civil Code;
- To pledge to Key Music any claims you will obtain vis a vis your buyers relating to the items delivered under retained ownership title in the manner specified in article 3.239 of the Civil Code.
- To label the items delivered under retained ownership title as the property of Key Music;
- To provide collaboration in other ways with all reasonable measures Key Music wishes to take to protect its ownership title with reference to the items which do not unreasonably impose upon you, for instance in the normal operation of your business.

#### Article 11. Defects, complaint deadlines

11.1 You should inspect the items sold (or have them inspected) upon delivery. In doing so, you should among other things check if what is delivered corresponds to the agreement, more specifically:

- Whether the proper items have been delivered;
- Whether the items delivered correspond to what was agreed in regard to quantity (e.g. the number and the quantity);
- Whether the items delivered meet the quality requirements agreed upon or, if there were none, to requirements of normal use and/or for normal commercial purposes.

11.2 If visible defects or flaws are detected then you should report them to Key Music in writing within eight days of delivery at the latest. In case of untimely complaints your entitlement in relation to Key Music lapses.

11.3 You should likewise report hidden defects to Key Music in writing within 8 days after discovery, but at the latest within one year of delivery. In case of untimely complaints your entitlement in relation to Key Music lapses.

11.4 Even if the contracting party **complains in time, the latter's obligation to pay and take delivery of the orders placed remains unchanged.** Items may only be returned to Key Music after prior written consent.

#### Article 12. Prices and payment

12.1 The prices indicated for the products and services offered are in euro with the inclusion of VAT and/or other taxes, charges or duties imposed on the products as such and exclusive of handling, shipping, haulage, setup, installation, implementation, conversion, travel, lodgings and other concomitant expenses unless otherwise explicitly indicated or agreed upon in writing.

12.2 The prices in offers are exclusively applicable to the quantities and/or units indicated therewith. The right is explicitly reserved to make changes, for whatever reason, in the prices indicated without prior announcement, including after an offer has been placed with Key Music and accepted by Key Music. The above does not apply if the order has already been executed in its entirety.

12.3 If the prices for the products and services offered rise in the period between the order and the delivery or execution then you are entitled to cancel the order and to rescind the agreement within eight days after announcement of the price increase by Key Music.

12.4 If execution of an order extends over a period of more than one month or if the amount required by the order should in the opinion of Key Music so require then Key Music may demand payment and/or advance payment or and/or payment in instalments.

12.5 Key Music is entitled, regardless of the payment terms agreed, to demand cash payment or adequate security in advance for payment or to demand this during execution of the order.

12.6 Payment is made in cash or on an invoice indicated by Key Music without compensation and/or deduction upon delivery from the warehouse or store or upon delivery by means of shipment for c.o.d. or upon delivery by shipment with payment in advance. If you fail to pay any of the amount you owe on time you will, without this requiring any formal notice, owe for the unpaid amount interest of 1% per month or the statutory interest rate if the latter is higher. In calculating the interest rate, a portion of a month will be treated as a whole month. Key Music has a direct statutory right to cede its claim if you fail to pay any amount that you owe on time, in which case you will owe in-court and out-of-court collection charges in addition to the interest cited above.

12.7 In the event of liquidation, insolvency or suspension of your payments your obligations will fall due immediately.

12.8 Payment should be made without deduction or setoff.

12.9 Payments made by the contracting party will in all cases first be applied to all interest and charges owed and only thereafter to the oldest unpaid invoices due even if the contracting party indicates that payment is for a subsequent invoice. If you are in arrears with any payment Key Music is entitled to suspend or even to rescind the relevant agreement (or its execution) and concomitant agreements as well.

12.10 Whenever, contrary to the normal stipulated payment terms (with c.o.d. or advance payment or cash payment) a payment date is agreed it is to be deemed a deadline. If this deadline passes



without the obligation owed being complied with, the amount is thereby in arrears without any formal notice being required.

#### Article 13. Collection and court expenses

13.1 If you are in late or in arrears with compliance with one or more of your obligations and/or if your claim has been ceded then all reasonable costs for out-of-court costs will be charged to you with a **minimum of € 250.00**. In any case you will owe:

- For the first € 2,950.00 15%;
- Above that up to € 5,900.00 10%;
- Above that up to € 14,748.00 8%;
- Above that up to € 58,990.00 5%;
- Above that 3%.

If Key Music can show that it incurred higher costs than that which were reasonably required then they too may be considered for compensation.

13.2 You will in addition owe Key Music the court costs incurred by Key Music at all procedural levels, with a minimum of € 250.00 at each level, unless the court costs incurred are unreasonably high. This only applies if you and Key Music engage in litigation with reference to an agreement to which these Standard Business Terms apply and in which context you are the losing party, completely or to an overwhelming extent.

#### Article 14. Liability

14.1 You are obliged to check upon delivery if the products are in conformity with the agreement and do not evidence any defects. The guarantee as described in article 9 (Guarantee) of these Terms will apply to defects in items delivered.

14.2 Any liability on the part of Key Music is explicitly disclaimed for any form of damage compensation, such as supplemental damage compensation, compensation of indirect damages or consequential damages, foreseeable or not foreseeable, physical or intangible as well as due to damages for delay, damages due to loss of data, damages due to passing of delivery deadlines, damages resulting from purchase of faulty work or similar damages, provided that this provision is not contrary to any mandatory statutory regulation.

14.3 Key Music will not be liable for any misunderstanding, mutilation, improper transmission of orders and communication resulting from the use of one or more remote communications techniques in contacts between you and Key Music, between Key Music and third parties, to the extent that it relates to the relationship between you and Key Music.

14.4 The above provisions will not apply if the damage is due to deliberate intent or gross culpability of Key Music or its executive employees, with the burden of proof on you. In addition, none of the provisions of these Terms will limit or affect Key Music's liability where that is contrary to mandatory statutory regulations in order to disclaim or limit Key Music's liability.

#### Article 15. Force majeure

15.1 Without prejudice to other rights to which Key Music is entitled, Key Music will in case of force majeure be entitled, at its own option, to suspend execution of the order, or to rescind the agreement without judicial intervention by notifying you thereof by means of a (signed) letter and without Key Music being liable for any damage compensation unless this in the circumstances in question is contrary to the provisions of statutory law.

15.2 Force majeure will be taken to mean any moral, practical and statutory impossibility as well as any other failure not attributable to Key Music because it is not due to any culpability on its part and for which it is not liable to compensation by virtue of legislation, legal transaction or prevailing opinion regardless of its predictability and the time when the force majeure occurs.

15.3 In the event of force majeure Key Music will without delay notify you thereof, in which context you will within seven days of receipt of such notification will be entitled to cancel the order but with the obligation to compensate Key Music for that part of the order already executed.

#### Article 16. Dispute resolution

16.1 Contrary to statutory rules for the jurisdiction of civil courts, any dispute between the buyer and Key Music where court action is possible will be resolved by the district court of Almelo. Key Music will nonetheless be entitled to sue you in the court having jurisdiction under the law or the applicable international treaty.

16.2 If the claim comes to less than € 5,000.00 or if it relates to a consumer dispute, jurisdiction lies with the court determined by law unless the agreement with reference to jurisdiction was entered into after the dispute arose or the party that is not acting in the exercise of an occupation or a business applies to the court indicated.

#### Article 17. Applicable law

17.1 Dutch law will be applicable to any agreement between you and Key Music.

17.2 The Vienna Convention on the International Sale of Goods is not applicable, nor is any other international arrangement whose applicability may be barred.

#### Article 18. Miscellaneous

18.1 If you make written notification of any address to Key Music the latter will be entitled to send the orders to that address unless you notify Key Music in writing of another address to which orders should be sent.

18.2 Even when departures from these Terms are tolerated tacitly or not for any length of time Key Music nonetheless reserves the right to demand direct and strict compliance with these Standard Business Terms. You may therefore never derive any right from the fact that Key Music flexibly applies these Standard Business Terms.

18.3 If one or more of the provisions of these Standard Business Terms or of any other agreement with Key Music might be in conflict with any applicable legal regulation the relevant provision will lapse and be replaced by a new legally admissible comparable provision to be set by Key Music.