

Article 1 - Definitions and applicable terms and conditions

1.1. The following definitions are applicable to these General Terms and Conditions:

<i>Airworks:</i>	The private company with limited liability Airworks B.V., with its registered office and principal place of business at Bloemendalerweg 51, (1382 KB) Weesp, registered in the Trade Register of the Chamber of Commerce in Amsterdam under number 34170530;
<i>Other Party:</i>	the natural person or legal entity with whom or in the name of whom one or more Contract(s) is/are concluded with Airworks;
<i>Hire Item:</i>	'inflatables', including (but not limited to) inflatable items, product blow-ups and (theatre) decors to be hired out by Airworks to the Other Party;
<i>Hire Contract:</i>	the contract under which - unless agreed otherwise in writing - Airworks, as the renter, undertakes towards the Other Party, as the hirer, to issue for use Hire Items or parts thereof and under which the Other Party undertakes towards Airworks to deliver a counter performance, consisting of payment of the agreed rental.
<i>Hire Day:</i>	a successive period of 24 hours.

1.2. These Terms and Conditions are applicable to all Contracts between Airworks and its Other Party (Parties). Unless the parties agree explicitly otherwise in writing, the applicability of any general purchasing, supply and/or other terms and conditions used by the Other Party are explicitly excluded. If agreements are made between Airworks and its Other Party (Parties) that deviate from these Terms and Conditions such agreements shall have to be recorded in writing.

1.3. Unless agreed otherwise in writing, these Terms and Conditions are also applicable, in the same way as described in Article 1.2, to any additional and/or follow-on orders.

1.4. These Terms and Conditions are also applicable to Contracts between Airworks and its Other Party (Parties) for the performance of which Airworks is required to engage third parties

1.5. If one or more of the provisions in these Terms and Conditions is/are at any moment null and void or may be declared null and void in full or in part, the remaining provisions of these Terms and Conditions shall remain fully applicable. In that case the statutory regulations shall be applicable to the subjects regulated by the null and void and/or set aside provisions.

1.6. If there is any ambiguity regarding the interpretation of one or more of the provisions of these Terms and Conditions then that/those provision(s) shall be interpreted 'in the spirit' of the provision(s), with due regard for the background of the intention of the parties.

Article 2 - Quotes, offers & formation of contract

2.1 For the purpose of forming Contracts between Airworks and its Other Party, Airworks issues quotes. The Contract between Airworks and its Other Party is formed on acceptance by the Other Party of the offer(s) made in the quote. Acceptance is undertaken by written confirmation to Airworks, in principle and preferably by return of the quote, signed to indicate acceptance, though also on receipt of a written or otherwise statement from the Other Party from which it is apparent that it accepts the offer(s) made in the quote.

2.2. All quotes and offers from Airworks are without obligation and do not bind Airworks until such time that the Contract has been formed. A quote or offer shall be cancelled if the Hire Item and/or other goods stated in the quote (to be hired out/supplied at the same time), to which the offer relates, is/are in the meantime no longer available, unless these other goods are of secondary importance and/or can be replaced.

2.3. Airworks cannot be bound to its quotes or offers if it can be reasonably understood by the Other Party that the quotes or offers, or one or more elements thereof, contain an obvious error or mistake.

2.4. Unless stated otherwise, the prices quoted in the quote or offer exclude VAT and other government duties and costs that maybe incurred within the framework of the Contract, including travel and accommodation costs and shipping and administration costs.

2.5. Airworks has the right to charge the hirer or offset with the hirer price changes that occur after the quote was issued. If unavoidable deviations in relation to the quote arise during the performance of the Contract Airworks shall notify the hirer of these at the earliest possible stage. Exceeding the quotes by up to 10% is deemed acceptable by the hirer as a budgetary risk and does not therefore need to be notified as such.

2.6. If the acceptance, irrespective of whether this relates to minor points, deviates from the proposal contained in the quote or offer, Airworks shall not be bound by this. Unless stated otherwise by Airworks, the Contract shall then not be formed in accordance with this deviating acceptance.

2.7. Component pricing does not oblige Airworks to perform only part of the order at a corresponding element of the quoted price. Offers or quotes are not automatically applicable to future orders.

2.8. If, in deviation from the above, the Contract is concluded verbally then the Contract shall be formed on the making available/delivery of the Hire Item (and other associated goods). In this case the Contract shall be deemed to have been concluded and these Terms and Conditions shall be applicable.

Article 3 - Duration of the Contract

The basic principle is that a Contract concluded between Airworks and the hirer shall be valid for the duration agreed in the Contract. The Contract shall legally end, without the need for notice of termination, after expiry of the agreed duration/end date. If, in an appropriate case, a contract is concluded for an undefined duration then this shall end via a notice of termination. Notice of termination - of at least one month in advance - is to be undertaken by registered letter with termination occurring on a day agreed for hire payment.

Article 4 - Inspection and complaints

- 4.1. The hirer is assumed to have received the Hire Item and other goods in a good and undamaged condition, unless evidence to the contrary is provided by the hirer.
- 4.2. Immediately after delivery / on receipt the hirer must inspect the Hire Item and other goods. Complaints regarding visible defects and/or missing goods must be reported to Airworks immediately after inspection. Defects which cannot be reasonably expected to be detected immediately after inspection must be notified to Airworks immediately in writing as soon as they are detected, though no later than 12 hours after delivery/receipt. In the event of a timely and valid complaint Airworks is not obliged to do more than replace or repair the relevant Hire Item at its own expense, or - insofar as the defect cannot be repaired and the Hire Item cannot be replaced - immediately terminate the Contract without having to observe a notice period and in that case issue a credit note for invoices sent and refund the hirer with amounts already paid.
- 4.3. A possible deviation regarding minor points in respect of the Hire Item compared to images, drawings, specifications and other documentation on the website forms no grounds for complaints. If a complaint only relates to a part of the Contract this cannot result in cancellation/termination of the entire Contract, unless the Contract has to be deemed to be unfit as a whole.

Article 5 - Hirer obligations

- 5.1. The hirer undertakes to be a good hirer for the Hire Items and other additional goods supplied and undertakes to maintain these in a good and unaltered condition in accordance with the description in the Hire Contract and after the end of the agreed hire period to surrender the Hire Items and goods at the agreed location together with all accessories and associated documentation, unless agreed otherwise.
- 5.2. Only the hirer is authorised to use the Hire Item and the associated goods. Without the prior written permission of Airworks, the hirer is not permitted to allow the Hire Items and goods to be used, in full or in part, by another party or other parties. The hirer is not permitted to use the Hire Items and goods (or to allow these to be used) for a purpose that is conflict with the law or for a purpose for which the Items are unsuitable.
- 5.3. If the hirer discovers faults on the Hire Items/goods then he must notify these immediately to Airworks. Failure to do so shall mean that the hirer is liable to pay Airworks compensation due to the damage caused by the omission. In that case, Airworks shall decide how and by whom the faults shall be resolved.
- 5.4. Theft, embezzlement or other misappropriation and/or seizure of the Hire Item/goods must be notified to Airworks immediately by the hirer. The hirer is obliged to report theft, embezzlement or other misappropriation to the police on the day of the theft, embezzlement or misappropriation and to provide Airworks with a copy of the official report on that same day. If the hirer fails to comply with this obligation the hirer shall owe Airworks an immediately claimable penalty of € 75 for each breach, such being without prejudice to the right of Airworks to compensation for the loss it has suffered.

Article 6 - Hirer liability

- 6.1. The hirer is liable for all damage to the Hire Items and the other goods that arises through the failure to comply with one or more of his obligations under the Contract. All damage is assumed to have arisen as a result of that. The hirer is liable for all damage arising from a breach of the aforementioned provisions, as well as for acts and omissions on the part of the hirer or third parties engaged by the hirer.
- 6.2. The hirer is liable for all costs, penalties and other measures relating to a breach of any legislation, plus a contribution towards the administrative costs of Airworks or third parties (at the rates maintained by these third parties).
- 6.3 If the hirer unlawfully retains the Hire Item and additional goods supplied after the end of the hire term, then Airworks can claim compensation for the time during which it does not have possession of the Hired Item, such compensation being equal to the hire charge, without prejudice, if its damage amounts to more than this compensation, to its right to this additional amount.

Article 7 - Airworks liability

- 7.1. Airworks is not liable for damage of any kind whatsoever that arises as a result of a failure by the hirer to observe one or more obligations under the Contract, or because Airworks has assumed information issued by or on behalf of the hirer that is incorrect and/or incomplete. Nor is Airworks liable for damage of any kind whatsoever that arises as a consequence of force majeure, including - yet not limited to - damage due to the particular risks associated with the use of Hire Items in the open air as well as the consequences of fire, strikes, business interruptions and network faults, either at Airworks or at its suppliers.
- 7.2. Insofar as Airworks can be held liable for any type of damage the liability on the part of Airworks shall be limited to a maximum of 1 x the value of the invoice for the instruction and/or order, at any rate to that element of the instruction /

order to which the liability relates. The liability of Airworks is, in any event, always limited to the amount paid out by its insurer in the relevant case, irrespective of whether the invoice value for the instruction/order exceeds this amount.

7.3. Airworks is only liable for direct damage, which only means the reasonable costs to establish the cause and the extent of the damage, insofar as this determination relates to damage in the sense of these Terms and Conditions, any reasonable costs incurred to respond to any failure in Contract performance on the part of Airworks - only insofar as this potential failure in performance is attributable by virtue of guilt, legal action or generally accepted principles - as well as the reasonable costs to prevent or limit the damage, insofar as the hirer is able to demonstrate that these costs are related to limiting the direct damage as set out here.

7.4. Airworks excludes liability for indirect damage, including consequential loss, loss of profit, lost savings and loss caused by business stoppage.

Article 8 - Deposit and payment terms

8.1. Airworks is at all times entitled to demand payment of a deposit from the hirer prior to any hire. Airworks is entitled to use the deposit received to offset against all of that which it has to claim from the hirer for the hire or in relation to the Hired Item. This offset can also be undertaken during the term of the Hire Contract. In the latter case, Airworks can demand that the hirer replenishes the deposit again. Airworks shall not owe any interest on the deposit. It shall only be obliged to repay the deposit or remainder thereof after it has been reasonably established that Airworks no longer has or shall have anything more to claim from the hirer. If the hirer fails to pay a deposit on time then Airworks shall be entitled to unilaterally terminate a Contract, without prejudice to Airworks' right to damages.

8.2. Unless agreed otherwise in writing between Airworks and the hirer, the agreed hire instalment must be credited to the Airworks bank account in full prior to the start of the hire period, or prior to the delivery/availability of the Hire Item and the other goods. The term for payment of an invoice (send subsequently) is 7 days, unless stated otherwise on the invoice. This period is a strict deadline

8.3. The hirer is not entitled to offset the payment for the rental owing against any counterclaim, nor is the hirer entitled to suspend payment of the rental.

8.4. If the hirer fails to meet its payment obligations on time then it shall be in default - without the need for notice of default - and shall owe interest at 1% per month, whereby a part of a month shall count as a full month.

8.5. In the event of default the hirer shall also owe extrajudicial costs of 15% of the principal sum, subject to a minimum of € 250, such being without prejudice of Airworks' right to claim the actual costs.

Article 9 - Termination

9.1. Airworks is entitled to terminate the Contract without notice of default and without legal intervention, amongst others, the following cases:

- attributable failure on the part of the hirer to meet its obligations;
- the death of the hirer or the hirer going into receivership;
- application by the hirer for suspension of payments, bankruptcy or approval under Netherlands Debt Rescheduling (Natural Persons) Act.
- establishment of the hirer abroad;
- a breach of clauses 5.2 and 5.4 of these Terms and Conditions

9.2. In the event of termination of the Hire Contract the hirer undertakes to return to Airworks all rented Items and other rented goods.

9.3. Obligations to nullify are not applicable to any rental that has been paid.

9.4. Airworks is entitled to damages in the event of termination as referred to in paragraph 1 sub a and e of this Article

Article 10 - Cancellation

A Contract can only be cancelled by written request from the hirer and by written approval from Airworks and on payment of cancellation charges.

The cancellation charges amount to:

40% of the rental if cancellation is more than 3 months prior to the start of the hire period,
50% of the rental if cancellation is more than 2 months prior to the start of the hire period,
60% of the rental if cancellation is more than 1 month prior to the start of the hire period,
70% of the rental if cancellation is less than 1 month prior to the start of the hire period,
80% of the rental if cancellation is less than 1 week prior to the start of the hire period.

Article 11 - Delivery address

11.1. If Airworks undertakes the erection the hirer shall, in principle, determine the location at which the Hired Item is to be erected. The hirer is responsible for the correct marking of the location where the Hired Item is to be erected. Furthermore, the hirer is to be present on commencement of the works in order to indicate the marking. If the hirer is not present on commencement of the works the erection shall be deemed to have been undertaken in accordance with the order and evidence to the contrary shall not be permitted.

11.2. The hirer guarantees that the Hired Item can be erected at the location in a safe manner and without the risk of damage to other people's property and/or infringement of other people's rights. The hirer is obliged to notify Airworks about the presence of wires, cables, pipes and other work on or in the ground.

11.3. The site on which the Hired Item is to be erected must be easily accessible and capable of being driven on. Airworks can demand that the hirer allocates a different location if the location designated by the hirer is deemed unsuitable and/or unsafe and/or is not without risk of damage. The hirer cannot appeal to the renter if Airworks does not invoke this authority.

11.4. The hirer guarantees that on the day that is agreed for delivery and/or erection of the Hired Item by Airworks, all agreed power points, cabling, suspension points, truss scaffolding and cherry picker, etc. shall be ready. Facilities that may be required for these are to be provided by the hirer and shall be entirely at the expense of the hirer.

11.5. Damage to the site and/or buildings, lines, pipes or other objects on or in the ground that is caused by erecting and keeping erect the Hired Item shall be /remain at the expense of the hirer.

11.6. The hirer is responsible for the (costs of) power supply and power consumption. The Airworks prices are based on the fact that the hired goods can be delivered to easily accessible locations at ground level. The costs for work stoppage as a result of this shall be at the expense of the hirer. Airworks is authorised to charge the hirer for extra costs incurred in relation to the delivery and recovery. If, in the opinion of the renter, there are unsafe and unworkable conditions, including weather conditions or the weather forecast, the renter is entitled to suspend or stop the assembly / disassembly work, without the hirer being entitled to claim any compensation in respect of this.

Article 12 - Other

12.1. In the event that one or more provisions of this Contract are null and void the other provisions shall remain in full force.

12.2. Unless the hirer has notified changes to its address the hirer shall be deemed to be domiciled at the address notified by the hirer when entering into the contract.

12.3. In the event of translation of these General Terms and Conditions the Dutch text of these Terms and Conditions shall prevail.

12.4. Any claims by the hirer shall lapse after one year has passed after the end of the Hire Contract.

Article 13 - Applicable law and competent court

13.1. The relationship between Airworks and its Other Parties is governed exclusively by Dutch law, even if an obligation is undertaken abroad in part or in full or if the party involved in the legal relationship is domiciled abroad. The applicability of the Vienna Sales Convention is excluded.

13.2. All disputes arising from or relating to concluded Contracts shall be decided exclusively by the competent court in the district in which Airworks is established. Airworks, however, has the right to bring the dispute before the competent court specified in law.