

SBS

SBS BROADCASTING B.V.
GENERAL PURCHASE CONDITIONS
FOR GOODS AND SERVICES

ALGEMENE INKOOPVOORWAARDEN GOEDEREN EN DIENSTEN

SBS BROADCASTING B.V.

1 Conclusion of the Agreement

- 1.1 If a written order (by letter, fax or e-mail) in accordance with an offer is placed following an offer made by another party with which SBS enters into a legal relationship for the supply of goods and/or services or its employees or third parties and subsuppliers engaged by it (the "Other Party"), the agreement (the "Agreement") will be concluded the moment SBS sends that order to the Other Party.
- 1.2 SBS will have the right to amend and supplement the offer. In that case the Agreement will be concluded the moment SBS receives written confirmation of the order in accordance with the amended or supplemented offer, or the moment the Other Party actually commences the performance of the Agreement.

2 Transport and delivery of goods

- 2.1 The Other Party will arrange for the transport, unless otherwise agreed, and will be liable for any damage to or loss of goods caused during loading, transport and/or unloading, and for any damage resulting from improper and/or insufficient packaging. The Other Party must take out adequate insurance against risks during transport and delivery.

3 Testing, inspection and trials

- 3.1 Testing, inspection and/or trials (jointly referred to below as "Inspection") by or on behalf of SBS may take place either prior to, during or after delivery. The Other Party must reasonably cooperate in the Inspections desired by SBS. Title will pass after approval by SBS, unless otherwise agreed in writing.
- 3.2 If goods are rejected in whole or in part upon an Inspection before, during or after delivery, SBS will notify the Other Party accordingly. Such notification will serve as notice of default.
- 3.3 If goods are rejected during or after delivery, title to and the risk in the goods will be deemed to have remained with the Other Party and therefore never to have passed to SBS.
- 3.4 SBS will have the right to repair or replace (or cause the repair or replacement of) the goods at the Other Party's expense if it may reasonably be assumed after consultation with the Other Party that the Other Party cannot or will not arrange for repair or replacement, or cannot or will not do so in a timely or proper manner. In urgent cases SBS may refrain from such consultation.

4 Quality and guarantee

- 4.1 The Other Party warrants that the goods delivered are in conformity with the Agreement and are therefore, among other things, new (unless otherwise agreed in writing), free from defects and suitable for the purpose for which they are intended, and that they comply with relevant statutory requirements and

government regulations and with the requirements of the safety and quality standards that apply within the sector.

- 4.2 The Other Party will guarantee the goods during a minimum guarantee period of one year after the date of acceptance. If the factory guarantee is longer than that period, the factory guarantee period will apply. The guarantee will be without prejudice to any rights that SBS can base on the law and the Agreement. Within the guarantee period the Other Party will repair any defect reported by SBS as soon as possible and free of charge.

5 Prices

- 5.1 The prices for the supply of goods/provision of services will be denominated in euros, will be fixed and will be inclusive of the turnover tax due and all costs, unless otherwise expressly agreed.
- 5.2 Any contract variations will be settled after the work has been completed. Additional work may not be commenced until SBS has given written instructions for such work.

6 Invoicing and payment

- 6.1 Invoices will be sent to the specified invoice address after delivery of the goods, fully itemised by number and type, stating the order number, in accordance with any other instructions given beforehand by SBS.
- 6.2 In the event of late payment by SBS, only the statutory interest will apply. SBS rejects beforehand any statement by the Other Party regarding the applicability of statutory commercial interest.

7 Personell

- 7.1 The Other Party warrants that the persons engaged by it in the performance of the Agreement meet the generally accepted requirements of professional competence and expertise and the relevant requirements stipulated by SBS, and the Other Party must arrange for adequate supervision and management.
- 7.2 With regard to the provision of services the Other Party must at SBS's request provide SBS with a written statement of the personal details and employment conditions relevant to the provision of services (and any amendments thereto) of the persons who provide or who will provide services.
- 7.3 On request, in order to determine the hours worked by the persons referred to in the preceding paragraph, the Other Party will use timesheets or another means of control, at SBS's option.
- 7.4 The Other Party warrants that the personnel and third parties engaged by it for SBS at all times have all the required residence, work and other permits, and indemnifies SBS in this respect against any penalties, charges and costs both in and out of court.
- 7.5 The Other Party must ensure that its personnel and third parties engaged by it observe all the statutory safety rules and all the company and safety rules of SBS.

8 Provision of the Services and supervision

8.1 The Other Party must ensure for its own account and risk that any permits, approval and exemptions required for the performance of the work are applied for and obtained in a timely manner.

9 Storage of goods and erection of sheds

9.1 The storage of goods by or on behalf of the Other Party on SBS's premises or in SBS's buildings is at the Other Party's own risk and is permitted only with SBS's prior written consent, whereby SBS must furthermore have indicated a place for the storage.

10 Confidentiality

10.1 The Other Party undertakes to observe confidentiality towards third parties in respect of all data and information of a confidential nature or of whose confidential nature it should reasonably have been aware, in any form whatsoever, that it obtains under or in connection with the Agreement. The Other Party must obligate in writing any persons engaged by it in the performance of the Agreement to observe the same duty of confidentiality.

10.2 Without SBS's prior written consent the Other Party will not be permitted to use for the benefit of third parties any goods and/or services created by means of joint developments of SBS and the Other Party, or at the instructions or by order of SBS.

10.3 The Other Party will be required within 14 days of termination of the work in question to return to SBS all data (written documents, computer files, etc.) that the Other Party may have in its possession in the context of the performance of the Agreement.

11 Intellectual property rights and other third-party rights

11.1 The Other Party warrants that the goods supplied to SBS by the Other Party or the tools purchased or manufactured by it for the benefit of SBS do not infringe any intellectual property rights or any other third-party rights and indemnifies SBS in that context against any penalties, fees and costs both in and out of court.

11.2 If the Agreement concluded between the parties relates to the development or production of copyright-protected works specifically for the benefit of SBS, the Other Party, to the extent possible in advance, and insofar as legally required in order to have the intellectual property rights pass to SBS, transfers to SBS all the intellectual property rights in respect of the work in question and in respect of the related documentation. The Other Party undertakes to cooperate in such transfer.

12 Transfer

12.1 The Other Party will not be permitted to transfer or to contract the Other Party's rights and obligations under the Agreement to third parties without SBS's prior written consent.

12.2 Consent given by SBS pursuant to this provision will be without prejudice to the Other Party's liability for the actions of the third party or third parties engaged.

13 SBS's liability

13.1 SBS's liability on the grounds of breach in the performance of the Agreement will be limited to reimbursement of the direct loss up to the price stipulated for that Agreement until the date on which the loss is reported in accordance with Article 13.4 (excluding VAT). The total reimbursement of direct loss will in no event exceed EUR 100,000, however.

13.2 SBS's liability for loss resulting from death or personal injuries caused by material damage to property will in no event exceed EUR 1 million.

13.3 SBS's liability on the grounds of breach in the performance of an Agreement will arise only after proper, detailed, written notice of default given to SBS, whereby a reasonable term is set in which to repair the breach, and SBS remains in breach of its obligations also after that period.

13.4 Any entitlement to damages is always subject to the condition that the Other Party reports the loss to SBS as soon as possible after the occurrence of the loss. Any claim for damages against SBS will lapse 24 months after the claim arose.

14 Force majeure

14.1 If a party is permanently unable to perform due to an event of force majeure, if an event of force majeure has lasted longer than two weeks, or as soon as it has been established that that period will be longer than two weeks, the party against which an event of force majeure is invoked may dissolve the Agreement in writing in whole or in part without being required to pay any damages.

14.2 The Other Party must immediately inform SBS in writing as soon as it knows or suspects that it will be unable to perform the Agreement. Departure from that rule is possible only if written notification is impossible due to the brief period between the agreed date of performance and the date on which the Other Party became aware of the impossibility to perform, in which case notification by telephone, followed by immediate written confirmation, will suffice. On that occasion the Other Party must state the causes (or possible causes) of the non-performance and the measures that it has taken to avoid further delays. The Other Party and SBS will then consult on the manner in which the situation that has arisen will be handled, on the understanding that SBS will have the final power of decision, without prejudice to the rights that SBS can base on the law or the Agreement. Absent written notification, the Other Party cannot invoke an event of force majeure.

15 Termination

- 15.1 If the Other Party fails to perform the Agreement (either due to breach or an event of force majeure), if the Other Party is declared bankrupt or is granted a suspension of payment, or if the Other Party's business is ceased, liquidated or in a similar situation, the Other Party will be in default by operation of law and SBS will have the right:
- a. to unilaterally terminate the Agreement in whole or in part;
 - b. to suspend its payment obligations; or
 - c. to assign the performance of the Agreement in whole or in part to third parties, for the Other Party's account and risk, all of this without SBS being liable for any damages and without prejudice to any other rights vested in SBS, including the right to claim full damages.
- 15.2 All claims that SBS may have or obtain against the Other Party under the Agreement or under (a) to (c) of Article 15.1 will fall due immediately and in full.

16 Governing law and disputes

- 16.1 The Agreement and all resulting agreements will be governed exclusively by Dutch law.
- 16.2 The Amsterdam Court will have exclusive jurisdiction to hear and decide on any disputes (including disputes that are regarded as such by only one of the parties) that may arise between the parties in connection with this Agreement or resulting agreements.

Most recently amended on 4 August 2009

SBS

Rietlandpark 333
1019 DW Amsterdam
Postbus 18179
1001 ZB Amsterdam

T +31 (0)20 80 07 000
F +31 (0)20 80 07 001
info@sbs.nl
www.sbs.nl