

## GENERAL TERMS AND CONDITIONS FOR INSTRUMENT RENTAL: ERIK WENDRICH VIOOLBOUW

Registered at Aelbrechtskolk 35 A, 3025 HB Rotterdam, the Netherlands

Registered with the Dutch Chamber of Commerce under registration number 68287054

### Article 1. Definitions

In these general terms and conditions, the following terms are written with an initial capital letter and used with the below meanings, unless otherwise expressly stated or unless the context unambiguously conveys a different meaning:

1. **Supplier:** the counterparty to the agreement with the Renter and user of these general terms and conditions under Article 6:231(b) BW.
2. **Renter:** the individual and/or legal entity which has entered into a Rental Agreement with the Supplier, and which is thereby the contractual counterparty to the agreement with the Supplier under Article 6:231(c) BW.
3. **Items Rented:** all matters supplied by the Supplier for the use of the Renter within the framework of the Rental Agreement, including but not limited to the instrument and all accessories.
4. **Rental Agreement:** the agreement between the Supplier and the Renter regarding the rental of the Items Rented.
5. **Rental Price:** the price for the use of the Items Rented during the Rental Period, including any additional services which have been agreed, such as maintenance.
6. **Rental Period:** the period for which the rental continues.
7. **Parties:** Supplier and Renter, jointly.
8. **Written/In Writing:** in these general terms and conditions, "written" or "in writing" also includes communication by e-mail, fax or digital means (for example using an online interface), provided that the identity of the sender and the integrity of the content has been sufficiently well established.

### Article 2. Applicability

1. These general terms and conditions apply to all offers, quotations, agreements and matters provided by the Supplier, of whatever nature, unless that applicability has been expressly excluded in writing, either entirely or in part, or unless another arrangement has explicitly been made.
2. Any conditions imposed by the Renter are expressly rejected. Deviations from and additions to these conditions are only applicable if and to the extent that they are accepted by the Supplier explicitly and in writing.
3. Should the Supplier permit deviations from these general terms and conditions, whether tacitly or not, over a short or longer period of time, this does not detract from the Supplier's right to compel strict compliance with these conditions. Under no circumstances may the Renter make any claim on the grounds of the Supplier's leniency in applying these conditions.
4. These conditions apply equally to all agreements with the Supplier for whose implementation the involvement of third parties is required.
5. Should one or more of the provisions of these conditions, or of any other agreement with the Supplier, conflict with a compulsory legal provision or any applicable legal provision, the provision in question shall not apply and shall be replaced by a new, legally admissible and comparable provision to be established by the Supplier.

### Article 3. Duration of the agreement and termination of the agreement

1. The Rental Agreement is entered into for an indefinite period, unless otherwise agreed in writing.
2. The Rental Agreement may be terminated by the Renter at any time. The Supplier must be notified of the termination in writing at his address: Aelbrechtskolk 35 A, 3025 HB Rotterdam, or verbally if the Supplier consents to this.
3. If the Rental Agreement is terminated during the year for which the Rental Price was paid, and the Items Rented are returned to the Supplier, the Supplier shall proportionally reimburse the Renter for the Rental Price already paid. The remaining Rental Price shall be transferred to the Renter's bank account or giro account within 14 days. In order for this to take place, the Renter must clearly provide his or her IBAN and other bank details in the written termination.

### Article 4. Renter's obligations

1. During the Rental Period, the Renter must safeguard the Items Rented according to their nature and purpose, which are provided for his or her own use and are not to be rented or sub-rented to others or provided for the use or care of others, either in whole or in part.
2. The Renter is obliged to maintain the Items Rented at his or her own expense during the Rental Period, and to ensure that the Items Rented remain in a good state of repair, whereby the Renter declares that the Items he or she has rented shall remain, without exception, in a used but nonetheless good state of repair.
3. Any repairs to the Items Rented will be done exclusively by the Supplier. **For violins and viola's the first €200, for cello's the first €300 of the costs of the repairs will be charged to the Renter;** any remaining costs will be for the Supplier. See Article 11.
4. The Supplier, or his representative, retains at all times the right to inspect the Items Rented for any damage. The Renter is obliged to comply with this, insofar as the requested compliance may reasonably be expected of the Renter.

### Article 5. Adjustment to the Rental Price

Since the Rental Price is related to the value of the Items Rented, it will sometimes be necessary to adjust the Rental Price. In general, this adjustment takes place after two or three years, a period within which most small rental instruments will have been returned and subsequently rented to a new Renter. Should an instrument be eligible for revaluation, it may be necessary for the Renter to bring the instrument to the Supplier. If the Renter disputes the new Rental Price, the Renter has the right to terminate the Rental Agreement.

#### Article 6. Deposit

The Renter is obliged to pay the Supplier a deposit upon entering into the Rental Agreement. The amount of the deposit shall be established in the Rental Agreement. The deposit shall be returned to the Renter within 14 days following the termination of the Rental Agreement, after the Supplier has deducted any amounts the Renter is obliged to pay in accordance with this Rental Agreement.

#### Article 7. End of the Rental Agreement

At the end of the term of this agreement, the Renter must immediately make the Items Rented available to the Supplier and return them to him in a good state of repair.

#### Article 8. Purchasing the Items Rented

In the event that the Renter purchases the Items Rented, a sum amounting to a maximum of four months' Rental Price shall be deducted from the purchase price.

#### Article 9. Invoicing and payment

1. The Rental Price must be paid monthly in advance. Payment will be made through direct debit, unless otherwise agreed in advance.
2. Should the Renter fail to pay the Rental Price in time, the Renter shall be in default and the Supplier shall send the Renter a reminder, allowing the Renter a reasonable period within which to comply with his or her payment obligation. Should the Renter fail to pay the Rental Price payable within the period stated in the reminder, the Renter shall be in default.
3. From the moment of entering into default, the Renter is obliged to pay the lawful interest over and above the amount payable. From that moment, all (extra)judicial costs incurred by the Supplier in pursuit of payment – both legal and extralegal – are chargeable to the Renter. In that case, the Renter must pay compensation of no less than 15% of the outstanding amount, with a minimum of €125. For consumers, this percentage is 5% with a minimum of €40. Should the actual costs which have been and which are yet to be incurred by the Supplier rise above this sum, these costs are also eligible to be compensated.
4. In the event of the Renter's liquidation, bankruptcy or suspension of payment, the Supplier's claims and the Renter's obligations to the Supplier are immediately exigible and, as the owner of the Items Rented, the Supplier may recover the Items Rented.

#### Article 10. Cancellation

Should the Renter fail to pay the Rental Price in time or fail to comply promptly with one or more provisions of this agreement, or in the event of the Renter's death or relocation outside the Netherlands, the Supplier has the right, without the need for legal intervention, to cancel the agreement by way of a signed written notification.

#### Article 11. Liability

1. The Renter is liable for all damage in case of theft or irreparable damage (e.g. by fire or water), to be determined by the Supplier, during the Rental Agreement. **The Items Rented are not insured by the Supplier for theft or damage by fire, water, etc.**
2. In case of reparable damage, to be determined by the Supplier, during the Rental Agreement, for violins and viola's the first €200 and with cello's the first €300 will be charged to the Renter; any remaining costs will be charged to the Supplier.
3. Where there is a difference of opinion regarding the severity of the damage, this will be determined by an expert to be appointed by mutual agreement.

#### Article 12. Applicable jurisdiction and choice of forum

1. Dutch jurisdiction applies to all agreements which have been and which are yet to be made by the Supplier.
2. The Dutch text of these general terms and conditions is decisive in all cases for the content and interpretation of the conditions and any translations thereof.
3. All disputes – including those which are only designated as such by one of the parties – which arise as a result of an agreement to which these terms and conditions apply either in whole or in part, or as a result of other agreements arising from such an agreement, shall be settled by the competent court for the Supplier's business location, unless this conflicts with a compulsory legal provision. The above is established without prejudice to the option for the Supplier and the Renter to agree to the settlement of the dispute through independent arbitration.