

GENERAL PURCHASING CONDITIONS - HEINEKEN FORMULA 1 DUTCH GRAND PRIX

DGP RACE B.V.

1. APPLICABILITY

- 1.1. These General Purchasing Conditions (hereinafter: the General Purchasing Conditions) apply to all offers from third parties (hereinafter: the Supplier) to DGP Race B.V., established at 204 1KP Zandvoort at Burgemeester van Alphenstraat 108 (hereinafter: DGP) and all orders issued to and contracts with the Supplier, pursuant to which DGP buys, rents or takes on loan goods from the Supplier, or the Supplier performs services at the behest of DGP (hereinafter: the Contract). These General purchasing conditions shall also apply to all future orders issued by DGP to Supplier.
- 1.2. If any provision of these General Terms and Conditions conflicts with any general terms and conditions of the Supplier, then the provisions of these General Conditions of Purchase shall prevail.
- 1.3. DGP is authorised to unilaterally amend these General Conditions of Purchase. Any amendment shall take effect thirty (30) days after DGP has notified the Supplier in writing of such amendment. If the Supplier does not wish to agree to the amendments, it shall be entitled to terminate the Contract, without any obligation to pay damages.

2. OFFER AND FORMATION OF CONTRACTS

- 2.1. All offers made by the Supplier shall be in writing and shall be irrevocable for the period of at least one (1) month after they are received by DGP.
- 2.2. All costs involved in preparing an offer shall be borne by the Supplier.
- 2.3. Contract shall first come into being by the issuing of a written order by DGP to the Supplier, whether or not in response to an offer from the Supplier, followed by the Supplier's written confirmation. Notwithstanding the above, DGP is entitled, at its discretion, to issue an order to the Supplier orally. By entering into the Contract, the Supplier undertakes to fulfil the obligations contained therein.
- 2.4. If the Supplier's confirmation deviates from DGP's original order, a contract shall only come into existence once DGP has expressly agreed to the deviation in writing.

3. INFORMATION OBLIGATION

- 3.1. The Supplier is obliged to provide to GDP promptly, fully and correctly:
 - (i) all data, information and documents requested by DGP; and
 - (ii) all other data, information and documents which may be relevant for the assessment of any offer made by the Supplier, or for the preparation or the performance of the Contract.

DGP shall assess the Supplier's offer on this basis and possibly enter into a Contract. If after the formation of a Contract the data, information and/or documents provided by the Supplier prove to be incomplete or incorrect, all resulting (financial) consequences for DGP shall be at the expense and risk of the Supplier. DGP shall not reimburse expenses, such as – without limitation - travel and accommodation expenses, parking costs and catering, unless expressly agreed otherwise in writing.

4. DELIVERY

- 4.1. Delivery of goods shall take place Delivery Duty Paid, in accordance with the latest Incoterms® rules. Delivery must be made no later than the agreed date, time and place or within the agreed period, failing which the Supplier shall be in default without any further notice of default being required. The Supplier shall be liable for the damage resulting from any subsequent attributable shortcoming of the Supplier.
- 4.2. If DGP purchases goods from the Supplier, title passes to DGP upon delivery.
- 4.3. The Supplier shall ensure that delivery always takes place via the nearest branch of the Supplier, through the most sustainable method possible, observing all environmental laws and regulations.

5. LICENCES, STANDARDS, GUIDELINES AND INSTRUCTIONS

- 5.1. The Supplier warrants to DGP that the goods or services to be supplied by the Supplier comply with all statutory (environmental) requirements, government obligations and other (safety) standards and guidelines.
- 5.2. If the Supplier's services consist of designing, building, supplying, hiring out or otherwise using tents and/or other temporary structures, then the Supplier warrants - without prejudice to the provisions of 5.1 - vis-à-vis DGP that they satisfy the Conditions and Requirements for Temporary Tents, Canopies and Tent Structures with or without a Meeting Function, referred to as the Conditions for Tents, which have been made available to the Supplier. If the Supplier's services consist of designing, building, supplying, hiring out or otherwise using temporary structures (not being tents or shelters), then the Supplier warrants - without prejudice to the provisions of 5.1 - vis-à-vis DGP that these fully comply with the Conditions and Requirements for Temporary Structures, also referred to as Conditions for Temporary Structures, which have been made available to the Supplier.
- 5.3. The Supplier guarantees that it possesses all the permits required for the performance of the Contract and shall at all times keep DGP digitally informed about the application for and granting of each permit required for the performance of the Contract. If requested, the Supplier shall immediately allow inspection of the permits and any (additional) permit conditions required and/or provide DGP with a copy thereof.
- 5.4. The Supplier shall indemnify DGP against all consequences of fines imposed by the government in connection with and all damage resulting from failure to comply or to comply properly with any statutory regulation, any licence condition and/or any government requirement and/or other standard and/or guideline.
- 5.5. The Supplier warrants to DGP that the Supplier and all its personnel and/or other contractors engaged by the Supplier shall at all times act in accordance with the applicable laws and regulations, including but not limited to the Working Conditions Act, the Working Hours Act, the Aliens Employment Act (Wav), the Compulsory Identification Act (WID) and industry-specific regulations and guidelines. The Supplier guarantees that all taxes and/or contributions in respect of personnel engaged by it have been paid and indemnifies DGP against any claims in this respect. DGP shall never be regarded as the client or employer of personnel or contractors of the Supplier.
- 5.6. The Supplier shall be liable for and indemnify DGP against any consequences arising from any fine as a result of a breach observed by the Inspectorate SZW or any other body, and the aforementioned fines shall be promptly passed on by DGP to the Supplier.
- 5.7. The Supplier is obliged towards DGP to comply without delay with all reasonable instructions of DGP in connection with the performance of the Contract

6. GUARANTEE, MAINTENANCE

- 6.1. The Supplier warrants to DGP that the goods delivered or services rendered are free of defects and fit for the purpose specified by DGP, and it shall be liable to DGP for any damage resulting from any such defects. Without prejudice to any other right accruing to DGP, the Supplier shall immediately rectify any defect in the goods supplied at DGP's first request and DGP shall be entitled to suspend its payment until rectification of the defect is completed.
- 6.2. The Supplier shall indemnify DGP against all claims by third parties that may result directly or indirectly from any defect in the goods delivered or services provided. The Supplier also indemnifies DGP against all claims by third parties who believe they have any rights with regard to the goods delivered or services provided and the Supplier warrants to DGP that it can use the goods delivered or services provided without any hindrance.
- 6.3. The Supplier shall at DGP's first request carry out maintenance on the delivered goods, to the extent, during the period and in return for remuneration, as is customary in the relevant industry.

7. LIABILITY

- 7.1. The Supplier is familiar with and shall take into account in the performance of the Contract the branch-specific working conditions, such as conditions specific to (outdoor) festival sites and large production locations, and the related risks of theft, damage or loss of items. The Supplier shall take out adequate insurance against such risks.
- 7.2. DGP shall not be liable for theft, damage and loss of the supplied items which are hired by DGP or taken on loan from the Supplier, including damage caused by visitors, performers, athletes or other suppliers present at a DGP event, unless the theft, damage and loss is due to intentional or willfully reckless acts of DGP's managerial staff.
- 7.3. Insofar as DGP may be liable on any grounds whatsoever vis-à-vis the Supplier for any damage suffered by the Supplier, such liability shall at all times be limited to the invoice value of the goods or services agreed by the parties from which the damage arose, and shall in any case be limited to the amount paid out by DGP's legal liability insurance.
- 7.4. The Supplier shall indemnify DGP against all third-party claims for damages arising from and/or relating to the performance of the Contract by the Supplier.
- 7.5. DGP's records shall prevail in determining the Supplier's liability.
- 7.6. If a delivery term is exceeded or if the Supplier fails to deliver in accordance with the quotation, the Supplier shall be liable to pay to DGP an immediately payable penalty of 20% of the invoice amount of the goods or services to which the overrun applies. This penalty may be claimed in addition to compensation for damages under the law.

8. OUTSOURCING, CHANGES AND CONTRACT EXTRAS

- 8.1. The Supplier shall not be entitled to outsource the performance of the Contract in whole or in part to a third party, except with the prior written consent of DGP.
- 8.2. If the Supplier outsources the performance of the Contract to a third party, the Supplier shall remain liable for the conduct of this third party in the same way as for its own conduct.
- 8.3. (Price) changes and/or contract extras shall always require the prior written approval of DGP.

9. PAYMENT

- 9.1. Unless expressly agreed otherwise in writing, payment by DGP shall not be due until 60 days after DGP has received an invoice from the Supplier, under the condition that delivery and proper performance by the Supplier of its obligations have taken place.

10. FORCE MAJEURE

- 10.1. DGP is not obliged towards the Supplier to take delivery of the goods or services stipulated by the Supplier and is also not otherwise obliged to fulfil its obligations if DGP does not allow the event to take place in whole or in part as a result of force majeure on the part of DGP, which in any case – without limitation - includes one or more of the following circumstances: the failure of (other) suppliers (including Formula One Management) of DGP in the fulfilment of their obligations as a result of which the event cannot take place, government measures, transport difficulties, fire, strike, work stoppage, epidemic, closure of the event venue, inaccessibility of the event venue, riot, war and/or (threat of) a terrorist attack, national mourning as a result of the death of a member of the royal family and/or the government, and extreme weather conditions.
- 10.2. In the event of force majeure, DGP shall be entitled, without judicial intervention, to suspend performance of the Contract or to terminate the Contract with immediate effect without being liable to pay any compensation for damages or otherwise. If and to the extent that DGP has already made any down payment to the Supplier, the Supplier shall refund this to DGP, except to the extent that such reimbursement relates to any performance already carried out by the Supplier.
- 10.3. If the Supplier invokes force majeure against DGP on any grounds, DGP shall be entitled to terminate the Agreement without judicial intervention and with immediate effect, without DGP being liable to pay any compensation for damages or otherwise.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. Insofar as any intellectual property rights arise as a result of the performance of the Contract, they shall accrue to DGP and - insofar as necessary - are hereby transferred to DGP in advance, which transfer is hereby accepted by DGP in advance, after such rights arise. If transfer is not possible, the Supplier grants DGP an exclusive perpetual licence to the aforementioned rights and the (future) exploitation thereof, for which the consideration is assumed to be included in the consideration agreed by the parties. DGP shall determine at its own discretion how and to what extent it will make use of the aforementioned licence.
- 11.2. If and to the extent that the goods and/or services supplied are already subject to existing intellectual property rights of the Supplier, the Supplier hereby grants DGP a free perpetual licence in respect of such rights. The Supplier guarantees that the goods and/or services supplied do not infringe any intellectual property rights of third parties and fully indemnifies DGP against claims from third parties in this regard.
- 11.3. To the extent that with regard to the transfer and/or licensing referred to in Articles 11.1 and 11.2 the Supplier's further cooperation or further formalities are still required, the Supplier grants an irrevocable power of attorney to DGP to have any deeds drawn up in the Supplier's name that may be necessary for this transfer and/or licensing, including but not limited to the drawing up of an exclusive licence deed, and the Supplier shall lend its cooperation on pain of forfeiture of a penalty of € 10,000.00 per violation, with a maximum of € 100,000.00, payable directly to DGP, without prejudice to DGP's right to recover its full damages.
- 11.4. Without DGP's prior written consent, the Supplier is not permitted in any way to make use of any brands, trade names and/or other manifestations owned, and/or licensed, by DGP.

Neither is the Supplier permitted to make known its involvement with DGP and/or Formula One Management in any way in picture, word, sound or otherwise, without prior written permission, on pain of forfeiture to DGP of an immediately payable penalty of €10,000 per violation, with a maximum of €100,000.00, without prejudice to DGP's right to recover its full damages.

12. CONFIDENTIALITY

12.1. Each party (the Receiving Party) shall be bound to absolute secrecy in respect of all data, information and records of a confidential nature received from the other party (Providing Party) and shall take all reasonable measures to that end including, for example, the security of computers and servers and proper password and access policies.

The above obligation of confidentiality does not apply to the extent that the Receiving Party can demonstrate that the knowledge in question:

- (i) was already in the possession of the Receiving Party at the time the confidential information was provided by the Providing Party
- (ii) was or has become of common knowledge, respectively, and such awareness is not the result of any failure on the part of the Receiving Party;
- (iii) has been or will be lawfully disclosed to the Receiving Party by a third party; and/or
- (iv) was developed by the Receiving Party independently, without using information from the Providing Party.

13. PARTIAL INVALIDITY

13.1. The invalidity of any provision of these General Conditions of Purchase shall not affect the validity of the remaining provisions of these General Conditions of Purchase.

14. TERMINATION OF THE AGREEMENT

14.1. DGP is entitled, without any further notice of default or judicial intervention being required, to terminate all or part of the Contract by registered letter with notice of receipt to its Supplier, or - at its option - to suspend further performance of the Contract, if:

- a) the Supplier fails to perform any material obligation under the Agreement;
- b) the Supplier applies for suspension of payment;
- c) the Supplier has filed for bankruptcy or is declared bankrupt;
- d) the Supplier is placed under administration or dies;
- e) the legal entity or other legal form of the Supplier is dissolved, or if the Supplier's business ceases in whole or in part or is transferred to a third party, or the control or (in)direct control in the Supplier changes.

14.2. If the date on which an event takes place is moved after the Contract has been entered into, the Supplier shall, to the extent that the Supplier can reasonably be expected to do so, be bound to perform the obligations to which the Supplier has committed under the Contract on the revised date(s).

15. APPLICABLE LAW AND COMPETENT COURT

- 15.1. The Contract shall be governed by Dutch law.
- 15.2. All disputes between the parties relating to the Agreement will be subject to the exclusive jurisdiction of the competent court in Amsterdam.
- 15.3. In case of discrepancies or differences of interpretation between the Dutch text of these General Purchase Conditions and the translation in the English language translation, the Dutch text will prevail and will be binding at all times.