



GENERAL TERMS AND CONDITIONS OF MR.BEAM

1. Who are we

We are Mr.Beam B.V., with our registered office in Utrecht and place of business in Utrecht at (3523 DB) Ravenoord 1, registered with the Chamber of Commerce under number 66275431, hereinafter referred to as: "**Studio**", and Mr.Beam Production B.V., with our registered office in Amsterdam and place of business in Weesp at (1382 KB) Bloemendalerweg 35a, registered with the Chamber of Commerce under number 72692200, hereinafter referred to as: "**Production**".

Studio and Production are hereinafter jointly referred to as **Mr.Beam**.

Mr.Beam designs and creates multimedia expressions, audiovisual productions and digital art installations. In addition, Mr.Beam rents and sells audiovisual equipment and related products, for the purpose of performing various productions. Mr.Beam operates internationally and does so within a wide range of clients and institutions. Mr.Beam's services are always adapted to the needs and requests of our Clients. An overview of (some of) our projects is available on our website [\[link\]](#).

2. Our contact details

We can be contacted in the following ways:

- By email:
 - o De Studio: info@mrbeam.com
 - o Production: production@mrbeam.com
- Via our contact form on the website: <https://www.mrbeam.com/contact/>
- By phone:
 - o The Studio: +31 (0) 30 820 10 39
 - o Production: + 31 (0) 88 00 426 00
- By mail:
 - o De Studio: Ravenoord 1, 3523 DB Utrecht, the Netherlands
 - o Production: Bloemendalerweg 35 A, 1382 KB Weesp, The Netherlands

Do you have a question or do you want to contact us for any other reason; please contact us through any of the above means. We will then make sure your message is handled. We will contact you as soon as possible afterwards.

3. What do these Terms and Conditions cover?

We use these Terms and Conditions to explain to you how we work.

4. Who is who and what is what?

In these Terms and Conditions the words below have the following meaning:

Services:	All services to be provided by Mr.Beam pursuant to the Agreement, which may include (but are not limited to) advice, installation and maintenance, also including (long-term) ongoing projects.
Offer:	A price indication given, the document we will send to you specifying which Services or Products you as a Customer are purchasing or renting from Mr.Beam. This is any written offer by Mr.Beam to the Customer to enter into an Agreement.
Customer/You:	You, as a contracting party - or as an intermediary - entering into an Agreement with Mr.Beam as a contracting party.
Order:	The order placed with Mr.Beam by the Customer, orally or by email, (mobile) phone or letter, for the supply of Products and/or Services.
Agreement:	Any Agreement entered into between Mr.Beam and Customer, any amendment or addition thereto.
Mr.Beam/We:	Mr.Beam B.V. (" Studio ") and Mr.Beam Production B.V. (" Production ") jointly referred to, but also operating as individual parties.
Parties:	Mr.Beam and the Customer
Products:	The products to be delivered by Mr.Beam pursuant to the Agreement.
Written	Correspondence by mail or e-mail or other electronic medium, including SMS, Whatsapp and similar messages.
Conditions	These general terms and conditions of Mr.Beam.

5. When do these Terms and Conditions apply?

When you as a Customer agree to Mr.Beam's Offer, we have entered into an Agreement and these Terms and Conditions will apply. During the term of the Agreement, or during the term of a particular project, the Terms and Conditions will continue to apply.

A [\[link\]](#) to a current Terms and Conditions is available on our website and in our Offer.

6. To what do these Terms and Conditions apply?

These Terms and Conditions apply to and form part of all projects, proposals, Orders, Offers, assignments and Agreements. The Agreement consists of the Services and/or Products that you as a Customer buy from us. A summary of this Agreement is stated in the Offer you receive from Mr.Beam as a Customer. The applicability of any conditions of purchase or others of the Customer is expressly rejected by Mr.Beam.

Once an Agreement has been entered into under these Terms and Conditions, they will also apply to future agreements and transactions, whereby the most recent version of the Terms and Conditions will prevail.

7. Conclusion of the Agreement

An Agreement between Mr.Beam and the Customer comes into effect once Mr.Beam has sent an Offer to the Customer, which the Customer has subsequently confirmed, or by Mr.Beam carrying out the project, the assignment, or the Customer's Offer.

The prices and other terms and conditions provided by Mr.Beam are based on the circumstances known to Mr.Beam when entering into the Agreement and on the basis of normal performance of the Agreement which can be expected under usual circumstances.

All Offers by Mr.Beam are without obligation and revocable, even if they contain a deadline for acceptance. Acceptance of the Offer by the Customer will be irrevocable.

Verbal commitments and agreements are only binding if and to the extent that Mr.Beam has confirmed these In Writing.

8. Term of the Agreement

The Agreement will be concluded for a period as specified in the Agreement.

The Agreement entered into for a definite period of time will end after the period agreed in the Agreement or, if the Agreement is entered into for specific work and/or a project, after the performance thereof, unless otherwise agreed in Writing between the Parties.

9. Performance of the Agreement

How does Mr.Beam perform the Agreement?

Mr.Beam is entitled to engage third parties in connection with the performance of the Agreement without prior consultation or consent of the Customer.

All stated and/or agreed (off)delivery times are based on the details and circumstances known to Mr.Beam at the time the Agreement was entered into. These delivery times will always apply as target dates, are indicative in nature and cannot be considered as deadlines, unless expressly agreed otherwise between the Parties. Mr.Beam will make every effort to meet the delivery times in question as much as possible, but a single exceeding of the delivery period does not constitute a failure on its part.

Mr.Beam will make every effort to perform or provide the Products/Services carefully and to the best of its knowledge and ability. Mr.Beam is under obligation to use best endeavours and not an obligation to achieve a specific result.

The Customer has the obligation to ensure that Mr.Beam can deliver, install the Product and/or Service or otherwise perform the Agreement agreed between Parties.

10. Cancellation

In some cases, Mr.Beam will decide not to perform the Agreement for certain reasons.

Mr.Beam may cancel an Agreement (that has already been confirmed). Mr.Beam may in any case cancel an Agreement without becoming liable for damage or loss to the Customer if (non-exhaustive):

- a) the price is incorrect (obvious mistake);
- b) Mr.Beam is convinced that it cannot guarantee the quality of the Agreement to be performed; or
- c) Mr.Beam is convinced that the Agreement will not meet the Customer's expectations.

Mr.Beam will notify the Customer in Writing if it wishes to cancel the Agreement. If, in the situations mentioned under b) and c), the Customer still wishes to perform the Agreement, the Customer's right to complain, return and refund will lapse. Nor will the Customer in such a case be entitled to compensation or to terminate the Agreement.

Mr.Beam can imagine that a situation may arise that requires the Agreement to be cancelled by the Customer. If the Agreement is cancelled by the Customer, the Customer will still be obliged to pay the (outstanding) invoices up to the time of cancellation, for the produced and/or delivered Products, Services and/or work already performed. Furthermore, cancellation must always be done in Writing.

11. Dissolution/termination of the Agreement

Mr.Beam may dissolve or terminate all or part of the Agreement with the Customer unilaterally, immediately and without judicial intervention, and without the obligation to pay any compensation (for damage or loss) to the Customer:

- a) If the Customer's control is changed;
- b) If the Customer closes down its business;
- c) If the Customer (or third parties) does not handle the Products with care and damage is caused to the Products or Services of Mr.Beam under its supervision;
- d) If a substantial part of the Customer's assets or Mr.Beam's Products and/or Services are seized;

- e) If the Customer is negligent and Mr.Beam is prevented from delivering, installing the Product and/or Service or otherwise performing the Agreement agreed between the Parties as a result;
- f) If the Customer causes damage to Mr.Beam's interests or reputation;
- g) If, after the conclusion of the Agreement, it appears that the performance of the Agreement is not reasonably possible and the non-performance is due to the information provided by the Customer.

As a result of the termination, any existing mutual claims between the Parties will immediately become due and payable. The Customer is liable for any damage or loss incurred by Mr.Beam, including the value of Products and/or Services pursuant to the Agreement not yet invoiced to or paid for by the Customer (lost revenue), interest, loss of profit, storage and transport costs.

Termination of the Agreement does not discharge the Customer of his/her payment obligation regarding the Products and/or Services already delivered and/or work carried out by Mr.Beam.

12. Details and changes

We assume that the (contact) details you have provided to us are correct and complete.

Changes may occur during the term of the Agreement. If anything changes in your details, we would like to hear about it as soon as possible.

Please contact us for this. Our contact details are stated at the top of these Terms and Conditions at point 2.

13. How does Mr.Beam handle your data?

In order to perform the Agreement you enter into with us, it is necessary for us to process your personal data. It may also be necessary to share your personal data with others we engage to perform the Agreement.

We handle your personal data with care and act in accordance with the provisions of the General Data Protection Regulation and any other Dutch data protection legislation. For more information on how we use your personal data, please [read](#) our online [privacy and cookie statement](#).

14. Costs and payment

The costs for the Products and/or Services we provide are specified in the Offer you as a Customer receive from Mr.Beam.

Unless explicitly agreed otherwise between the Parties, payment must be made within 30 days of the invoice date. The method of payment is included in the invoice.

All prices quoted in the Offer are exclusive of VAT, other government levies and other costs to be incurred within the context of the Agreement, including hosting fee, licence fee, installation costs, call-out charges (in exceptional cases) or delivery costs, service costs and other charges (of third parties) incurred in the sale and/or delivery and/or performance of the Agreement.

All extrajudicial and judicial costs to be incurred by Mr.Beam will be borne by Customer. Mr.Beam does not need to adduce any proof in this respect. Extrajudicial collection costs are fixed at 15% of the outstanding invoice amount, subject to a minimum of € 150.

If Mr.Beam wins the legal proceedings, all costs - in addition to the extrajudicial collection costs - it has incurred in connection with these proceedings (including legal fees and internal costs) will be borne by the Customer.

15. Retention of title

As long as you have not (yet) paid in full, Mr.Beam will remain the owner of the Products bought by the Customer. The ownership of the Products delivered to the Customer by Mr.Beam will not be transferred to the Customer until the Customer has paid all Mr.Beam's claims under all Agreements with the Customer and the Products delivered within that framework of the Agreement, within the limits of Section 92 of Book 3 of the Dutch Civil Code.

Before the ownership of the Products is transferred to the Customer, the Customer will not be authorised to pledge, otherwise dispose of or encumber the Products or grant rights to third parties in respect of them.

If the Agreement between Mr.Beam and the Customer concerns the rental of Products, these Products will remain the property of Mr.Beam in all cases.

16. Complaints

We do all that we can to prevent it from happening, but it may occasionally happen that you as a Customer are dissatisfied with a Product and/or Service.

If you have a complaint about the Products and/or Services, you as a Customer must notify Mr.Beam of this complaint in Writing immediately after discovery and no later than 5 calendar days of delivery of the Products and/or Services.

If a complaint has not been reported within the above-mentioned period, all rights of the Customer in respect of the defect or shortcoming found will lapse by operation of law.

If a complaint has been found justified, Mr.Beam will improve/repair the part of the Products and/or Services delivered or - at its discretion - redeliver the Products and/or Services or credit the Customer for that part of the Agreement. If a complaint has been justified, the Customer will not be entitled to any form of (compensation) other than as indicated in the preceding sentence and shall not be entitled to cancel, dissolve or otherwise terminate the Agreement.

17. Force majeure

There are numerous conceivable situations where Mr.Beam wants to deliver, but is simply not able to because of a situation out of its control, and it cannot be held accountable by virtue of the law, a legal act or generally accepted practice.

Mr.Beam considers the following situations as force majeure: strike and/or long-term illness of its employees, default and/or force majeure on the part of (suppliers), carriers or other third parties involved in the Agreement, traffic stagnation, natural violence, terrorism, war or mobilisation, epidemics and/or pandemics as well as (government) measures taken as a result, obstructive measures by any government, fire and other accidents in its company, (power and/or network) failures, network interruptions, as well as other circumstances, insofar as, as a result thereof, the (further) performance of the Agreement cannot reasonably be required from it at all or in full.

The Parties may suspend the obligations under the Agreement during the period that the force majeure continues. If this period exceeds six months, each of the Parties will be entitled to dissolve the Agreement, without any obligation to pay compensation to the other Party.

18. Change of costs

It may happen that the costs for a particular Project, Product and/or Service of Mr.Beam change. We have the option to unilaterally increase the costs of Products and/or Services bought/rented from us. We will do this only when it is really necessary. For example, we can do so if our suppliers and service providers increase their costs or if the cost price of the Products and/or Services has increased after the Agreement has been entered into. We can also do so if unforeseen circumstances arise. We will always inform you in Writing in advance if we are going to change our prices/fees.

19. Our liability

We will perform the project and our services as carefully as possible.

If you do suffer damage or loss due to our services, we will only be liable for this damage or loss if it is the result of our intent or gross negligence.

For example, we are not liable for damage or loss resulting from:

- A malfunction in Mr.Beam's systems (including the website);
- Power or internet failures resulting in Mr.Beam's Products or Services not working as desired;
- Installation(errors);
- The Customer not having been granted a particular licence;
- The Customer being negligent, preventing Mr.Beam from delivering, installing or otherwise implementing the Product and/or Service under the Agreement agreed between the Parties;
- Mr.Beam having relied on incorrect and/or incomplete data provided by or on behalf of the Customer;
- The Customer (or third parties) not handling the Products or Services with care and damage is caused to Mr.Beam's Products or Services under its supervision;
- Any advice, instruction or application arising from the Products and/or Services being / appearing to be incorrect or not (properly) applicable;
- Theft and/or damage of items when using the Products and/or Services of Mr.Beam;.
- New or amended legislation;
- Other causes, which are beyond our fault or risk;
- The use of items and/or parts prescribed by the Customer for the performance of the Agreement;
- Changes made by or on behalf of the Customer to the Products and/or Services;
- Inappropriate use of the Products and/or Services;

If we engage third parties to perform the services, we will do so with care. As long as we do so carefully and the third party in question makes a mistake causing you as a Customer to suffer damage or loss, we will not be liable.

If we are liable to you, our liability will be limited to your direct damage or loss. This does not include indirect damage or loss, consequential damage or loss, lost profit, missed savings and damage or loss due to business interruption. We are not liable in this respect. Finally, we are liable up to no more than the amount paid out by the liability insurer. The limitations of liability do not apply in the event of intentional or deliberate recklessness.

20. Manufacturer's warranty

The manufacturer's warranty of the respective supplier applies to our Products. It is important that you contact us if you want to claim this guarantee. We apply and observe the manufacturer's guidelines and conditions.

21. Mr.Beam's IP rights

The prices charged by Mr.Beam are based on the time spent and (material) costs we expect to use for a project. In addition to the time and (material) costs spent, Mr.Beam delivers much hidden value that lies in Mr.Beam's intellectual property rights. Since 2009, we have been building up knowledge and expertise, which allows us to keep improving ourselves and our projects and create the most beautiful projects for you.

By retaining ownership of its intellectual property rights, Mr.Beam will be able to continue developing its acquired knowledge and skills and thus deliver ever better projects to you in the future. It is important for this that Mr.Beam remains ownership of all its intellectual property rights. Mr.Beam will, therefore, not transfer its intellectual property rights to the Customer, nor will such transfer be included in the agreed amount to be paid to Mr.Beam by the Customer. It also means that it is not permitted to publish or reproduce any of Mr.Beam's works without Mr.Beam's permission.

22. Confidentiality

Some shared information is confidential. You as a Customer are obliged to maintain the confidentiality of any and all confidential information obtained in the context of the Agreement with Mr.Beam or from any other source. Information is considered confidential if such has been communicated by the other Party or if this follows from the nature of the information.

This obligation of confidentiality will continue to apply after the termination of the Agreement. Mr.Beam and the Customer mutually guarantee that the data under their control will be handled with due care and confidence.

23. Penalty clause

Obviously, we do not assume it will be necessary, but of course we cannot say with certainty. Therefore, Mr.Beam can recover a penalty from the Customer from the moment the Customer breaches any provision of the Agreement, the Offer or these Terms and Conditions. The Customer breaching any provision of these Terms and Conditions, or in any case an obligation arising from Articles 20 and/or 21, or the Agreement these Terms and Conditions form a part of, is subject to an immediately payable fine of €10,000 for each breach and €1,000 for each day or part of a day that the breach continues, with a maximum of €25,000 and without prejudice to Mr.Beam's right - in deviation from Section 92(2) of Book 6 of the Dutch Civil Code - to claim, in addition to the fine, the damage or loss actually incurred and/or performance.

The Customer acknowledges Mr.Beam's interest in including the obligations mentioned in this Article and confirms that the amounts are reasonable by entering into the Agreement.

24. Amendments to these Terms and Conditions

Sometimes changes need to be made. Mr.Beam can unilaterally amend or supplement these Terms and Conditions at any time.

If we want to make a change, we will inform you of this change in Writing. We will do so at least one month before we want to implement the change or addition. We will also explain to you why we wish to make the relevant change or adjustment. The amendments will apply and form part of the contractual relationship existing between Mr.Beam and the Customer.

If you disagree with the change or adjustment, you have the right to make this known to us within five days of Mr.Beam informing you.

If we do not receive your notice before the start date of the change or adjustment of our Terms and Conditions, we may assume that you as a Customer have agreed with it.

25. Transfer

The control in Mr.Beam can change due to, for example, an acquisition, merger or demerger. But nothing will change for you if the control in Mr.Beam changes. Mr.Beam's new legal successor or owner will subsequently independently exercise all the rights and obligations Mr.Beam has towards you.

Mr.Beam can also transfer the agreement it has entered into with you to Mr.Beam's new owner. By entering into an agreement with Mr.Beam, you as a Customer grant your cooperation to this takeover (contract takeover). Mr.Beam will at all times inform you of this takeover by sending a written notice.

The Customer is not entitled to transfer the Agreement or one or more of its rights and obligations pursuant to the Agreement without Mr.Beam's explicit prior Written consent.

26. Dutch Law

Dutch law exclusively applies to the Agreement we enter into together.

27. Dutch court

If we have a dispute that we cannot resolve together, the Court of the Central Netherlands, located in Utrecht, will have jurisdiction.

The logo for Mr. Beam, featuring the text "Mr. Beam" in a stylized, cursive script font. The "M" and "B" are large and prominent, with the "r." and "eam" following in a smaller, flowing script. A thin, curved underline is positioned beneath the text.