



Leaflet AV - Audiovisual Solutions

Version January 2022

Article 1 Definitions

1.1. The definitions below are in addition to the definitions set out in Article 1.1 of the General Terms and Conditions. For the purposes of this Leaflet, the following terms are defined as follows:

AV:	All Audiovisual solutions offered by PCI, as set out on its website http://www.pcinederland.nl ;
New version:	updated version of the Software increasing and/or improving functionality as a result of innovative and/or adaptive maintenance;
the Service:	maintenance and/or Support of Products;
Support:	providing help desk support in writing, via telephone or digitally regarding the use and operation of the Products and/or Software;

Article 2 Applicability

- 2.1. This Leaflet is in addition to the General Terms and Conditions and contains specific provisions regarding rental, sale and maintenance of AV.
- 2.2. If any provision of this Leaflet conflicts with any provision of the Terms and Conditions, the provision in the Terms and Conditions shall prevail.
- 2.3. This Leaflet applies to Contracts with AV involving PCI as a contracting party. Once declared applicable to an Agreement, it also applies to all future AV Agreements between the Parties.
- 2.4. If any provision of this Leaflet is void or voided, the remaining provisions of this Leaflet continue to apply in full. The Parties undertake to replace the void and/or voided provisions with provisions that are binding and deviate as little as possible from the original in terms of the purpose and intent of the Leaflet.

Article 3 Assembly

- 3.1. Assembly of the Products is deemed to be feasible under normal working conditions and during PCI's Business Days.
- 3.2. Where necessary, drawings to use for the assembly work are sent to the Customer in advance. However, the drawings do not guarantee anything. The dimensions and data specified in the drawings are to be verified by the Customer on site. Printouts of the relevant drawings are deemed to be approved if the Customer has not indicated its disagreement with the drawings within 10 (ten) business days. The assessment of suitability of the structure of the building in which PCI's Product(s) are to be installed, is the responsibility of the Customer.
- 3.3. Without prejudice to the provisions in paragraph 1 of this article, the Customer is responsible for the following at its own expense and risk:
 - a) that any work that is not part of PCI's assignment, such as electrician's, hacking, breaking, masonry, concrete, plastering and/or painting work or other such work has been done properly and in a timely manner;
 - b) that low and high voltage power are available at a reasonable distance and that the areas in which work is to be done are clean, dry and adequately heated;
 - c) that the Product(s) supplied can be transported to the assembly site with an elevator that is large enough to transport platform trucks or pallet trucks. Other work by third parties must not prevent the undisturbed progress of transportation through the building and/or subsequent assembly;
 - d) that the Products supplied but not yet assembled, as well as the tools, can be stored in areas that can be closed off and are accessible only to PCI, which must be suitable for the storage of these Products and tools and must be provided free of charge. In the event of delays due to loss or any cause outside PCI's control, extension of delivery time will be granted as is reasonable considering all circumstances. The Customer is liable for damage to and loss of Products or tools, unless in cases of gross negligence or intent on the part of PCI.

Article 4 Consulting fees and project costs

- 4.1. The costs of producing a preliminary study and/or design proposal, producing drawings and/or floor plans, as well as managing the set-up, coordination and/or execution of a project, are charged to the Client.
- 4.2. The copyright to advice, drawings, script, images and descriptions provided by PCI remains reserved to PCI.
- 4.3. The advice is subject to a best-effort obligation. PCI is in no way liable for storage capacities, results and/or expected performance of Products to be delivered or assembled by it as indicated in advice and drawings.

Article 5 Maintenance and Support Terms

- 5.1. For the Service, the Customer will not be charged any fees by PCI other than those specified in the Agreement, unless costs for service work have been incurred due to circumstances not covered by warranty, performed outside of PCI's Business Days, or for which PCI is not liable, or service work resulting from:

- a) incorporating into the Products any parts, materials and tools other than those supplied or approved by PCI, such without PCI's permission;
- b) having service work performed on the Products by anyone other than PCI without PCI's permission;
- c) errors that could have been identified at the time of performing the agreed Acceptance Test or at Acceptance by the Customer;
- d) malfunctions caused by changes to the Customer's work environment;
- e) incorrect or unnecessary malfunction reports;
- f) failure to meet the requirements applicable to the Customer's Work Environment;
- g) the Customer's failure to provide due and timely access to the Customer's work environment;
- h) failures resulting from improper or incorrect use, negligence, carelessness, or willful destruction.
- i) The list in a. through h. of this article is not exhaustive.

- 5.2. In the cases referred to in Article 5.1(a) through (i) of this Leaflet, the costs that have arisen accordingly will be charged to the Customer at the rates that PCI maintains at that time.
- 5.3. Errors in custom work, regardless of the nature and/or cause of the Error, will be handled by PCI in accordance with PCI's applicable fee terms and conditions.
- 5.4. PCI reserves the right to suspend the Service if the Customer payment is past due. Insofar as PCI does perform the Service during this period at the Customer's request, PCI may charge a separate fee for such service in accordance with its usual rates.
- 5.5. In the absence of an agreed and approved billing schedule, all fees related to the Service are due at the beginning of the maintenance period.

Article 6 Terms of Service for Products

- 6.1. On a best-effort basis, PCI will provide the Service for the Products in accordance with the provisions of the Agreement, namely:
 - a. checking, adjusting, lubricating and functional maintenance of the Products by competent PCI personnel, at the discretion of PCI, either on site or remotely;
 - b. making necessary repairs and/or replacing defective and/or worn parts;
 - c. the supply and/or installation of necessary materials and aids, except binding materials and paper fasteners, paper and other printing materials, toner and print modules.
 - d. the list set in a. through c. of this article is not exhaustive.
- 6.2. The Service will be performed at the delivery address/installation address specified in the Agreement during Business Days and Business Hours and within a reasonable time after the failure notification.
- 6.3. If the Product is used intensively and more Service is required than usual, PCI is entitled to raise the agreed prices, without prejudice to the other provisions of the Agreement or these General Terms and Conditions and this Leaflet.
- 6.4. The Customer may not engage any party other than PCI to perform assembly and service work required on or to the Products.
- 6.5. PCI reserves the right to suspend the Service if, in PCI's judgement, circumstances arise at the location where Products are set up that create risks to the safety or health of PCI employees.
- 6.6. PCI has the right to engage other service providers to perform the Service on the Products.

Article 7 Software terms

- 7.1. In accordance with PCI's usual procedure, the Customer must report any Errors found in the Software to PCI in detail. Upon receipt of notification, PCI will make every effort to correct Errors or make improvements to the Software, or forward the order for correction to the developer or supplier of the Software. Unless otherwise agreed, depending on the urgency, the results will be made available to the Customer in the manner and time period to be determined by PCI. PCI may delay remediation of the defects until a new release of the Software is available.
- 7.2. PCI reserves the right to implement temporary solutions or program work-arounds or problem-avoiding restrictions in the Software. In the absence of explicit agreements in this respect, the Customer will independently install, set up, parameterise and fine-tune the corrected Software or the New Version made available and, if necessary, adapt the Products and user environment used in the process. PCI is not required to perform data conversion.
- 7.3. Without prejudice to the application of other provisions, PCI's maintenance obligation is limited to the General Available Release, and the preceding General Available Release. PCI regularly releases new General Available Releases of the maintained Software with new features and/or improved performance. These will be offered to the Customer at the rates applicable at that time.
- 7.4. Six (6) months after an update is made available to the Customer, and if the Customer does not accept the update, PCI is no longer required to maintain the old version, nor to provide Support with respect to the old version.

Article 8 Development of Software

- 8.1. Parties will specify in writing which Software is to be developed and in what manner this will be done. PCI will perform the Software development with due care based on the



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data to be provided by the Customer. For this purpose, the Customer guarantees the accuracy, completeness and consistency of the data.

- 8.2 PCI is entitled, but not required, to examine the accuracy and completeness of the information or specifications made available by the Customer and, upon discovery of any imperfections, to suspend the agreed work until the Customer has eliminated the relevant imperfections.
- 8.3 The Customer acquires the right to use the Software in its business or organisation. If and insofar as expressly agreed in writing, the source code of the Software and the technical documentation produced in developing the Software may be made available to the Customer, and the Customer reserves the right to make changes to such Software. Such provision does not imply a transfer of intellectual property rights.

Article 9 Miscellaneous

- 9.1 PCI cannot be held liable for damage or losses due to improper assembly and project design if the Customer does so independently (or orders another party to do so). In such a case, PCI is also not responsible for the provision of information.
- 9.2 The Customer must always inform PCI in advance and act on its advice if a change occurs that may affect the Products, for example by completely switching off the electric power. If PCI has not been informed in advance and damage occurs to the Products after the change, the Customer is never entitled to compensation for any ensuing damage or losses that has been incurred relating to the Products or elsewhere. In the case of rental, the Customer is responsible for any damage to or loss of/due to Products after modification and will indemnify PCI accordingly.
- 9.3 In all cases, the Customer is required to use the Products as directed by the manufacturer.