

General Terms and Conditions of the loan agreement between the NMF and user Version 2018-3 (July 2018)

New articles in this version: Art. C1, cancelling exclusion

These general terms and conditions constitute a part of every loan agreement concluded with the Dutch Musical Instruments Foundation (hereinafter referred to as: the NMF) and take up 7 pages. The new version of this loan agreement replaces all previous versions.

The term 'user' is understood to mean all natural persons or representatives of foundations, funds and institutions that have an instrument on loan, whether on a long-term or project basis. It is also understood to include those who have obtained a financial loan from or via the NMF.

The term 'instrument' is understood to mean all musical instruments provided on loan to the user by the NMF including bows and accessories, among other things.

A. Obligations of the user

General obligations of the user

Art. A 1 The user accepts full responsibility and liability for the instrument for the entire duration of the loan.

Good condition and maintenance

Art. A 2 The user undertakes to keep the instrument in good condition and to preserve and maintain it with all due and reasonable care.

Use by third parties

Art. A 3 The user is not permitted to make the instrument available for use by third parties or to place it in the custody of third parties, except in the case of inspection by an expert, as referred to below in Article B 3, or with explicit written permission from the NMF.

Notification obligation

Art. A 4 The user is obliged to immediately notify the NMF and the police of any loss, theft or misappropriation of the instrument as well as any other damage resulting from a crime or suspected crime, and to immediately send a copy of the police report to the NMF.

Obligation to report loss or damage

Art. A 5 The user is obliged to notify NMF immediately of any complete or partial loss of or damage to the instrument, and to provide the NMF or a third party designated by the NMF with all relevant information.

Use in a non-EU country

Art. A 6 The user is prohibited from travelling with the instrument to or within a country outside the European Union (EU) without prior, explicit written permission from the NMF. Permission can only be given if the user has submitted a request to that effect no later than 14 days prior to departure. If the user travels with the instrument to a non-EU country without permission from the NMF, the user will be liable for all associated risks.

Use in the United States of America

Art. A 7 The user is prohibited from travelling with the instrument (expressly including bows) to the United States, in connection with the possible presence of ivory. In the case of instruments which are suspected by the user not to contain any ivory, the user may submit a request to the NMF for

exemption from the travel ban. Written permission for travel to the U.S. can only be given if the user has brought the instruments concerned to the NMF office for inspection (after having made an appointment to this end) no later than 14 days prior to departure to the U.S. The user will be completely responsible and liable for all material and/or financial damage resulting from failure to comply with this condition.

Contribution towards NMF operating expenses

Art. A 8 The user is obliged to pay the NMF an annual contribution towards the NMF's operating expenses, the so-called user's contribution. The NMF will notify the user in advance of the annual contribution rates applicable to the user. The rates charged on concluding a new loan agreement are stated in the appendix to these General Terms and Conditions and are publicised on the NMF website. The amount of the contribution may be revised every year. The invoice for the contribution to the operating expenses will be drawn up and sent during the month of January each year. The user gives permission to send this invoice to his/her e-mail address. The amount of the contribution is calculated on the basis of the number of days the instrument is available to the user, including any periods during which the instrument is in the possession of third parties with the NMF's permission. By signing the loan agreement, the user authorises the NMF to automatically deduct the amount owed from the user's bank account by direct debit mandate. The amount owed will be deducted on a quarterly basis, always during the first month of each quarter. The user is required to ensure that there are sufficient funds in his/her account. If on three successive occasions the NMF is unable to deduct the amount owed, the NMF is entitled to repossess the instrument with immediate effect.

Administration costs

Art. A 9 Upon applying for an instrument, new users are required to pay a one-off administration charge. This amount will be determined on a yearly basis. This administration charge will be reimbursed in the event that the user's application is rejected.

Change of various personal details

Art. A 10 The user is obliged to immediately notify the NMF of any change in his/her personal details via the digital platform 'My NMF'. This is in any case (but not exclusively) understood to mean: any change with regard to postal address, telephone numbers (mobile or landline), email address and/or bank account number. This also equally applies to: any changes with regard to study (including conclusion or termination of study due to graduation or other reasons), any change of employment, departure abroad for a period exceeding three months and any change of nationality.

Report via NMF

Art. A 11 The user is obliged to complete the digital platform 'My NMF' at the latest within one month upon signing the loan agreement. This implies among other things correctly and completely filling in the requested information in a timely fashion, including:

- the completion of a personal profile page.

The profile page must at least include the following details:

- details regarding musical activities;
- complete personal details.

If 'My NMF' is not completely and correctly filled out (as determined at the NMF's discretion), the loan agreement can be terminated. The user is required to update the information provided in 'My NMF' at least once every 12 months.

Contact with the NMF

Art. A 12 The user is obliged to respond to all requests by the NMF for information as quickly as possible, but in any case within two weeks, whether via post, email, telephone or any other medium, insofar as this concerns matters related to the instrument on loan to the user or any matter pertaining to the loan agreement or the general terms and conditions. Persistent failure to respond to the NMF's questions or comments, or failure to respond in a timely fashion (as determined at the NMF's

discretion) may result in repossession of the instrument by the NMF.

NMF Information

Art. A 13 By signing a loan agreement the user declares that he/she agrees to periodically receive general information produced by the NMF, including but not limited to magazines, bulletins and newsletters.

B. Care, Maintenance and Repairs

Inspection

Art. B 1 The NMF is entitled to inspect the instrument or arrange for its inspection at any time. If requested to do so, the user is obliged to immediately make the instrument available to this end.

Costs of regular maintenance

Art. B 2 The costs of maintenance arising from regular use of the instrument are for the account of the user.

Permission for repairs

Art. B 3 The user is obliged to notify the NMF immediately and in advance of all intended repairs to the instrument and/or accessories. No repairs may be carried out until the NMF has given permission for them. The repairs may only be carried out by an expert designated by the NMF.

Inspection by expert and maintenance report

Art. B 4 The user is obliged to hand the instrument over to the NMF or an expert designated by the NMF for purposes of inspection at least once a year, at a time specified by the NMF. This expert will then also assess the instrument's current value, which will serve as the basis for the value to be insured. The instrument's state of repair and assessed value will be recorded on a form, the so-called maintenance report, which the NMF will provide to the user. In the case of instruments valued at €250.000 or more, an assessment is to be carried out annually by two experts (to be designated by the NMF). Administration costs will be charged in the event of failure to have the maintenance inspection and/or assessment carried out on time. In the case of persistent failure to have the maintenance inspection and/or assessment carried out on time the NMF will be entitled to terminate the loan agreement and immediately repossess the instrument without judicial intervention.

General duty of care

Art. B 5 The user has a general duty of care with respect to the instrument: the user is required to exercise all possible care to prevent the occurrence of damage, theft or wear and tear with regard to the instrument under all circumstances (including during use, transport and storage of the instrument, for instance). If damage or loss occurs as a result of failure to fulfil this duty of care, the user will be liable therefor.

C. Insurance

Insurance and policy conditions

Art. C 1 The NMF has taken out insurance for the instrument on the basis of worldwide covering all damage to or loss of insured interests due to external causes. The policy conditions stipulate the following exceptions from cover:

- wilful recklessness or gross negligence on the part of the insured party
- gradual effects of the weather
- damage caused by normal wear and tear, oxidation and other gradual causes
- damage caused by vermin
- confiscation or seizure by customs or other lawful authorities

- damage caused by excrement

Damage or loss for the account of the user

Art. C 2 Any damage or loss that is not covered by the insurance policy will be for the account of the user.

Amendment to policy conditions

Art. C 3 In the event of an interim amendment to the policy conditions, the NMF will immediately notify the user in writing. The user will be bound to the new conditions. The current insurance and policy conditions will also be publicised on the NMF website.

Insurance premium

Art. C 4 The user is obliged to pay the annual insurance premium, the excess reduction fee plus costs and premium tax. The NMF will notify the user in advance of the annual rates applicable to the user. The NMF will charge the user for the premium. If necessary, the premium will be adjusted annually to the current assessed value of the instrument. Any change to the rates charged by the insurance company will be passed on to the user. The user is obliged to pay the insurance premium that has been adjusted accordingly.

Insured value

Art. C 5 The NMF will have the insured value annually adjusted by the insurance company in accordance with the annually assessed value of the instrument. This value is assessed by an expert designated by the NMF.

D. Promotional obligations and miscellaneous provisions

Participation in a recital or concert

Art. D 1 The user undertakes, at the NMF's request, to give a recital or participate in a concert organised by or on behalf of the NMF, free of charge, at least two times during the loan period. Dates and works to be performed will be determined and agreed upon by the user and the NMF in mutual consultation. The NMF's pays a fee for the participation by the user, the amount of which will be determined by the NMF.

Text of Acknowledgment with regard to concerts

Art. D 2 The user undertakes to ensure that his/her biography in the programme booklet for every performance includes an acknowledgment that he/she plays on an instrument provided by the Nationaal Muziekinstrumenten Fonds. The user is to make mention of this in the following way: [user's name] heeft een [instrument type and maker] uit de collectie van het Nationaal Muziekinstrumenten Fonds in bruikleen. In English biographies or websites, the Dutch name 'Nationaal Muziekinstrumenten Fonds' is to be replaced by 'The Dutch Musical Instruments Foundation', hence: [user's name] has a [instrument type and maker] on loan from the collection of The Dutch Musical Instruments Foundation.

Text of Acknowledgment with regard to website

Art. D 3 If the user has his/her own website, he/she is obliged to ensure that the website makes mention of the NMF, with due observance of the provisions of Article D 2. Furthermore, the NMF's current logo is to be depicted (as it can be downloaded via 'My NMF' at the time) and a link to the homepage of the NMF's website is to be included. The above-mentioned clause also applies if the user has a page of a third party's website, or part thereof, at his/her disposal.

Text of Acknowledgment with regard to CD/DVD and other audio-visual productions

Art. D 4 If the user participates in a CD/DVD or other audio-visual production, the user is obliged

to make mention of the NMF on the sound-recording medium concerned, in the manner described in Article D 2.

Report of musical and promotional activities

Art. D 5 Upon invitation by the NMF, the user is obliged to participate in a so-called review interview in which the user's musical and promotional activities are discussed.

Promotional activities in general

Art. D 6 The user is obliged to make written or verbal mention of the NMF (or to make mention of the NMF in any other manner whatsoever) at every public occasion at which the user carries out or speaks about musical activities or communicates in any other way about music and/or instrument.

Compliance with promotional obligations

Art. D 7 Any failure to comply with one or more of the obligations as mentioned in Articles D 1-6, such failure as determined at the NMF's discretion, may result in repossession of the instrument and termination of the loan agreement.

E. End of the agreement

Return before the end date

Art. E 1 The user is entitled to give notice of termination of the agreement on an earlier date than the set end date. The termination of the agreement only comes into effect once the instrument has been returned to the NMF and all outstanding accounts have been settled with the NMF. Moreover, the user undertakes to act in accordance with the provisions of Article E 2 with regard to the return of the instrument.

Rules governing the return of the instrument

Art. E 2 When returning the instrument to the NMF, the user or his/her representative is to comply with the following conditions:

- The loan period

The loan period of an instrument or accessory takes effect as of the first day that the instrument or accessory is put at the user's disposal and always ends on the last day of a calendar month. Notice of termination of the agreement is to be submitted in writing. The loan period is deemed to be ended at the moment that the instruments and accessories have again been placed at the NMF's disposal in a good state of repair, as determined at the NMF's discretion, and all outstanding accounts have been settled with the NMF.

- Minimum notice period

With regard to termination of the loan agreement by the user, a minimum notice period of one whole month applies to instruments and accessories, with the exception of grand pianos and upright pianos, for which a notice period of two months applies.

- Return report

The instrument must be accompanied by a return report that has been completed and signed by an expert, indicating that the instrument is in a good state of repair and ready for use by the following player. A blank return report is available from the NMF office upon request.

Death of the user

Art. E 3 This agreement will end by operation of law upon the user's death. The user's surviving relatives are obliged to return the instrument to the NMF in a complete state and in good condition as soon as possible. Moreover, the surviving relatives are required to act in accordance with the provisions of Article E 2 with regard to the return of the instrument. In the event of death, no notice period will apply.

Claim by the owner

Art. E 4 This agreement may pertain to an instrument made available on loan to the NMF by a

third party. In that case, the user accepts the possibility that the owner may claim back the instrument during the term of the agreement. The NMF guarantees that the user may continue to use the instrument for another six months after any notice given in this regard. The user is obliged to return the instrument to the NMF in a complete state and in good condition following this period of six months. The agreement will then end on that date. Moreover, the user undertakes to act in accordance with the provisions of Article E 2 with regard to the return of the instrument.

User residing abroad

Art. E 5 The user may only have the instrument in his possession so long as his/her principal place of residence is in the Netherlands. This agreement will end without judicial intervention on the date upon which the user takes up residence abroad. The user is obliged to return the instrument to the NMF as of that date. Moreover, the user undertakes to act in accordance with the provisions of Article E 2 with regard to the return of the instrument.

Termination of the agreement due to special or changed circumstances

Art. E 6 The NMF expressly reserves the right to ascertain whether the facts or circumstances applicable at the time of the agreement's conclusion have not changed to such an extent during the term of the agreement as to no longer justify use of an NMF instrument by the user. Such circumstances may include (but are not limited to) the following:

- if the NMF reasonably deems this to be the case or if the loan no longer meets the objectives of the NMF, for example due to the termination of or changes to the user's activities as a performing musician;
- withdrawal of the instrument from musical practice;
- transference of the user's musical activities abroad;
- unsatisfactory study results;
- long-term occupational disability;
- bankruptcy, debt rescheduling, moratorium or guardianship of or an administration order levied against the user.
- failure to comply with any obligation as described in the General Terms and Conditions of the NMF.

In all these cases the NMF executive board will be entitled to terminate this agreement prematurely. In this regard, the user (or in the case of a minor, the user's parents/guardian) also undertakes to submit information to the executive board at the NMF's request, regarding his/her income and/or musical activities. The user declares that he/she is aware of the fact that his/her financial position may influence the decision as to whether the loan agreement entered into can be continued. The user is obliged to immediately return the instrument to the NMF, in a complete state and in good condition, if the executive board decides that the agreement is ended for this reason. Furthermore, the user is obliged to act in accordance with the provisions of Article E 2 with regard to the return of the instrument.

Difference of opinion

Art. E 7 If the NMF and the user have any difference of opinion regarding the application of these General Terms and Conditions (including both of the above-mentioned articles), the user can lodge a written objection with the NMF Supervisory Board. In certain cases, the Supervisory Board may obtain advice, including soliciting a medical opinion. The Supervisory Board is authorised to make a decision regarding the dispute. The user is then obliged to abide by this decision.

Acts or omissions in contravention of these conditions

Art. E 8 If the user infringes or fails to comply with any provision of the agreement, the agreement will be terminated without judicial intervention. The NMF is then entitled to take immediate possession of the instrument, without prejudice to the NMF's right to claim any amounts the user may still owe the NMF under the terms of this agreement. In such a case, the user will be obliged to return the instrument, in a complete state and in good condition, to the NMF or a third party designated by

the NMF, without prejudice to the NMF's right to have any damage to the instrument repaired at the user's expense.

F. Privacy Statement

The NMF considers it extremely important to handle personal data with the utmost care. Consequently, personal data is carefully processed and safeguarded. In this regard, the NMF complies with the laws and regulations pertaining to the protection of personal data, in particular, the General Data Protection Regulation.

The processing of personal data for specific purposes

Art. F 1 If a user visits our website, requests information via our website and/or registers with us, requests a service or contacts us by telephone, the NMF records the user's personal data. The NMF processes this personal data for various purposes. The NMF only processes the personal data that is necessary for these purposes.

Storing of personal data

Art. F 2 The NMF only stores personal data as long as is necessary for the realisation of the purposes for which the data is being processed, and in any case as long as specific regulations require.

Privacy rights

Art. F 3 The user has the right to inspect his/her personal data, the right to request the correction, restriction or deletion of his/her personal data as well as the right to request the transfer of his/her data. Ultimately, the user can raise objections to the use of his/her data. If the processing of his/her data requires consent, the user can withdraw his/her consent at any time.

Questions, feedback and complaints

Art. F 4 Questions and comments with regard to the NMF's privacy policy are welcome. To this end, the NMF can be contacted by telephone (020 – 6221255) or by email via info@muziekinstrumentenfonds.nl. The NMF also has its own complaints procedure. Complaints may be submitted to the complaints coordinator via info@muziekinstrumentenfonds.nl. The user is also entitled to submit a complaint about the use of his/her personal data to the Dutch Data Protection Authority, see autoriteitpersoonsgegevens.nl.

Alterations

Art. F 5 The NMF reserves the right to make alterations to the Privacy Statement. Please view the Privacy Statement on the NMF website regularly for an update of the privacy policy.