



General terms and conditions

Article 1 Applicability of conditions

- 1.1 These general terms and conditions apply to all legal relationships between the contractor and the client.
- 1.2 Deviating clauses and any general terms and conditions of the client only apply if and insofar as they have been explicitly accepted in writing by the contractor.

Article 2 Execution of an assignment

- 2.1 The contractor is entitled to engage third parties for the implementation of an agreement.
- 2.2 If, during the performance of an agreement, changes to the original plan are necessary in the opinion of the contractor, the contractor is entitled to implement these changes without the consent of the client being required. Insofar as these changes result in additional work, this additional work will be at the expense of the client.

Article 3 Responsibilities of the client

Unless otherwise agreed in the agreement:

- 3.1 The Client must personally take care of all permits and all permissions of and agreements with third parties - including caterers, owners / lessors of locations, actors and other event managers - that are required for the implementation of an agreement.
- 3.2 The client himself is responsible for the acts and omissions of the visitors of an event organized or carried out pursuant to the agreement.
- 3.3 The Client shall ensure that adequate measures are taken at its own expense to guarantee the safety of visitors, artists, crew, (other) third parties and materials of the agreed event. The contractor is at all times entitled to impose additional requirements in this regard, when circumstances so require according to the contractor.
- 3.4 The Client is obliged to make available all data, documents and resources that the Contractor needs for the assignment in a timely manner.

Article 4 Fee and payment

- 4.1 For travel times longer than 1 hour, which also includes delays due to traffic jams, weather and other circumstances, the hourly rate will be charged in addition to the travel costs.
- 4.2 Payment by the client must be made no later than 30 days after the invoice date and without the client being able to rely on any set-off, suspension or other payment.

4.3 If the client has not paid within the period specified in 4.2, he is immediately in default and without any notice of default being required. The client will then also owe the statutory commercial interest as well as the obligation to pay all judicial and extrajudicial (collection) costs of the contractor.

Article 5 Cancellation

- 5.1 Any obstruction, for whatever reason, on the part of the client that prevents the event from going on completely or incompletely, is entirely at the risk of the client and never discharges it from its obligations towards the contractor.
- 5.2 In the event of a delay or cancellation of the assignment by the client, the client owes the contractor the following percentage of the compensation agreed for the agreement;
- Cancellation or delay more than 180 days before the production date: 25%
 - Cancellation or delay between 180 and 120 days of the production date: 50%
 - Cancellation or delay between 120 and 30 days of the production date: 75%
 - Cancellation or delay after less than 30 days of the production date: 100%

Article 6 Force majeure

- 6.1 The Contractor is not obliged to execute the agreement and is entitled to invoke force majeure, in the sense of a non-attributable shortcoming, if the execution of the agreement is prevented in whole or in part, temporarily, by or hampered by circumstances that are beyond its control. Force majeure in this context includes, but is not limited to, the illness of third parties engaged who have been assigned an important role in the assignment, accidents, equipment failures, the lack of necessary cooperation from third parties and all other causes that are reasonably beyond the control of the contractor.
- 6.2 In the event of force majeure on the part of the contractor, its obligations are suspended. If the force majeure lasts such a long time that the order can no longer reasonably be carried out (in time), both the contractor and the client are entitled to dissolve the agreement for the non-executable part, without the client having any right to compensation, for whatever reason.

Article 7 Complaints and liability

- 7.1 All obligations of the contractor include a best efforts obligation and without the contractor being able to guarantee any results. All the more now that various third parties are involved in the execution of the final assignment with whom the client conforms to article 3.1. concludes an agreement directly from these terms and conditions.
- 7.2 The total liability of the contractor, and with due observance of the aforementioned articles 6 and 7.1, due to an attributable shortcoming in the fulfillment of an agreement or unlawful act is limited to compensation for direct damage and to a maximum of half the amount for the negotiated price of the agreement. If the Agreement also includes a continuing performance contract with a duration of more than 1 (one) year, the liability is also limited to a maximum of half of the total of the fees stipulated for one year but in no case more than € 8,000.00 (in words) : eight thousand euros). Direct damage is exclusively understood to mean:
- The reasonable costs that the client had to incur in order for the contractor's performance to conform to the agreement. However, this damage will not be compensated if the client has dissolved the agreement;
 - reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these terms and conditions;
 - reasonable costs incurred to prevent or limit damage, insofar as these have demonstrably led to the limitation of direct damage within the meaning of these general terms and conditions.
- 7.3 Liability of the contractor for indirect damage, which includes - not intended to be exhaustive - consequential damage, lost profit, missed savings, reduced goodwill, image damage, damage as a result of claims by customers of the client,

damage related to the engagement of the client suppliers prescribed by the contractor, damage due to business interruption and the like are excluded.

- 7.4 Apart from the cases referred to in articles 7.1 and 7.2, the contractor has no liability whatsoever for compensation, regardless of the ground on which an action for compensation would be based.
- 7.5 Complaints with regard to the work performed and / or the invoice must be notified to the contractor by registered letter within no more than 5 days after the execution date and / or invoice date, on pain of forfeiture of any claim whatsoever. The liability of the contractor ex 7.2 only arises if the client has given it a proper notice of default and has given a reasonable period of at least 10 (ten) working days to clear the shortcoming and the contractor remains accountable in the fulfillment of its obligations even after that period. The notice of default must contain a description of the shortcoming that is as detailed as possible so that the contractor is able to respond adequately.
- 7.6 Liability limiting or exclusive conditions, which can be invoked against the contractor in connection with the assignment, can be invoked by it against the client.
- 7.7 The Client indemnifies the contractor, its possible employees and its assistants engaged in the performance of its services against any claim by third parties in connection with the performance of the assignment.
- 7.8 All legal claims against the contractor, including claims for compensation, expire within one year after the claim / claim concerned has arisen.

Article 8 Suspension and termination

- 8.1 If the Client is in default with any obligation arising from the agreement and / or with its bankruptcy petition or bankruptcy, suspension of payment, shutdown or liquidation of the Client's company, the Contractor has the right to, without notice of default and without judicial intervention, suspend the performance of the agreement or dissolve the agreement wholly or in part, at the choice of the contractor, without the contractor being obliged to pay any compensation or guarantee, but without prejudice to the rights vested in the contractor.
- 8.2 In the event of dissolution due to the situations referred to in Article 8.1, the contractor will never be obliged to refund any monies already received or compensation.

Article 9 Applicable law and disputes

- 9.1 Belgian law applies to all agreements between contractor and client. Any disputes between Parties will be submitted to the competent court in Brussels.