

Terms and conditions applicable to an offer of service provision

1. Acceptance of the offer and terms and conditions
 - a. Acceptance of our offer necessarily invokes the unconditional and irrevocable acceptance of our terms and conditions.
 - b. Save prior written agreement drawn up in two copies and signed by both parties, **ArtsTechs** and its customer, these terms and conditions apply and prevail regardless of the terms and conditions of our customers. The express and written waiver of one of the clauses of our terms and conditions does not imply that the others may be cancelled or modified.
 - c. Acceptance of the offer binds the company or association that they represent and the signer themselves personally, one and the other being contracting parties that are jointly and severally liable for all the contractual obligations.
 - d. If the customer enters into an agreement with several persons and/or legal entities, each of these is jointly and severally liable for compliance with the obligations under the agreement.
 - e. In general, if the offer includes the sale of equipment as part of the service provision, our terms and conditions of sale apply to that part.
 - f. In general, if the offer includes the rental of the equipment as part of the service provision, our rental terms and conditions apply to this part.
 - g. These terms and conditions supersede all terms and conditions previously applicable
 - h. The customer declares having read these and accepts these as such.
 - i. This document contains 6 pages.

2. Payment Terms:
 - a. Below € 500.00 excluding VAT: cash with order
 - b. Between € 500.00 excluding VAT and € 5000.00 excluding VAT: 50% deposit with order, balance 30 calendar days from date of invoice
 - c. Above € 5000,00 excluding VAT: 40% deposit with order, 30% at latest before first day of assembly and balance 30 calendar days after invoice date.
 - d. The clauses a. b. c. above can be cancelled via a specific mention in the offer and adapted to the relationship **ArtsTechs**-Customer.
 - e. In case of the total or partial non-payment of an invoice on its due date, this same shall be automatically increased by 15% with a minimum of € 75.00 including VAT, without the need for formal notice, as well by a delay interest of 10% as from the date of invoicing.
 - f. Any late payment shall also cause the cancellation of any reductions granted to the customer. In practice, this shall be realised by the dispatch of an additional invoice.
 - g. Any debt is payable immediately and without prior notice.
 - h. The customer may not perform any offsetting between receivables and payables.
 - i. Any surcharge from an international transaction is charged to the customer.
 - j. The delivery of an instrument creating an obligation to pay (bill, promissory note, etc.) does not constitute a payment. Only payment into the account of **ArtsTechs** prevails.

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3. Invoicing:

Invoices shall be issued electronically. If the customer does not wish to receive the invoice electronically, they are requested to indicate this to **ArtsTechs** at signature of the offer. The a posteriori arrival of this request shall, in no event, invoke an administrative delay. **ArtsTechs** reserves the right to refuse the dispatch of invoices by post insofar as it considers that the reasons given by the customer to refuse the dispatch of electronic invoices are not justified.

4. Validity of the offer

- a. Unless otherwise stated, any offer of service provision is valid for 15 days from the date of issue.
- b. The offer is only validated on reception of our purchase order, duly completed and signed, and possibly accompanied by the customer's order form.
- c. Any change to our offer by the customer is only validated after potential acceptance by **ArtsTechs**
- d. See also point 9. Implementation of the projects
- e. Any offer presented by **ArtsTechs** prevails over any other document (website, offer to another customer, catalogue etc.)

5. Breach of contract

- a. The contract, as appropriate, may be rescinded or terminated, the consequences of which are to be borne by the contracting party, automatically, without formal notice and without prejudice to any damages if the other party ceases all or part of their business, especially due to bankruptcy, creditors, liquidation, assignment or death; if their legal status is changed, including mergers, demergers; if the performance of their obligations by the contractor is compromised, especially in case of seizure, placement under trusteeship of the contracting party.
- b. Rescission or termination shall also take place as of right through the fault of the contracting party if this same continues not to execute their obligations at the end of a period of eight days after notice.
- c. In no case does the customer have the right of withdrawal.

6. Claim - dispute

- a. Any claim or dispute of the quality of the service provisions or invoices issued must reach **ArtsTechs** by well-founded registered letter, under penalty of forfeiture, no later than eight days from the last date of service provision.
- b. Introduction of a claim does not relieve the customer from their payment obligations. If the claim is well-founded, the guarantee is limited to the refund of the price of the contested part in all the service provisions of ordered service provisions, excluding all other damages.

Terms and conditions applicable to an offer of service provision

7. Insurance:

- a. The equipment rented or made available to the customer for the realisation of their project, with or without the contracting of **ArtsTechs** personnel, is under their full and sole responsibility for any act of theft and/or vandalism, neglect, damage resulting from a fire external to the rented equipment as well as from damage caused by bad weather. Potential caretaking costs are borne by the customer.
- b. The customer must provide proof of their insurance policy covering the above risks.
- c. In case of damage following one of the causes listed above, all equipment cleaning, debris removal, expertise, repair or replacement costs shall be charged to the customer.
- d. The customer agrees to reimburse **ArtsTechs** at new value for equipment lost, destroyed or stolen.
- e. **ArtsTechs** has a civil liability insurance policy for its business under number

8. Cancellation fees, whatever the origin of the cause

- a. The day of the order: € 0.00
- b. Up to three days before the service provision: minimum 50% unless this does not cover the costs already incurred by **ArtsTechs**, in which case points f. and g. below apply
- c. Up to two days before or the day of the performance: minimum 75% unless this does not covers the costs already incurred by **ArtsTechs**, in which case points f. and g. below apply
- d. From the day before or during the service provision: 100%
- e. Some services may be subject to a specific cancellation clause, which shall thus be included in the rental contract.
- f. The goods and services already ordered by **ArtsTechs** from its suppliers and subcontractors, subsequent to the date of confirmation of the offer, order date prevailing, shall be irrevocably due under the conditions of the initially planned offer. Only those that are not yet ordered by **ArtsTechs** may be cancelled.
- g. Any cancellation costs from suppliers and subcontractors shall be charged to the customer.

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9. Implementation and evolution of the projects:

- a. A start of implementation is worth written confirmation of our commitment.
- b. Without any prejudice concerning it, **ArtsTechs** retains the right not to start a service provision while proof has not been presented of payment prior and in compliance with the conditions under point 1 above.
- c. The customer confirms to **ArtsTechs** to have understood the technical implications of the ArtsTech offer and guarantees its feasibility to ArtsTechs.
- d. Without any prejudice to itself, **ArtsTechs** retains the right to halt a production if important and correct information for the successful completion of the project is not communicated to it within the deadlines set by **ArtsTechs** throughout the mission entrusted to it.
- e. Without any prejudice to itself, **ArtsTechs** retains the right to halt a production if hygiene or safety conditions are not guaranteed.
- f. In these paragraphs d. and e., **ArtsTechs** is the sole judge of the technical feasibility of what it is asked to perform and may decline any request if it considers this to be outside its scope of expertise.
- g. Without any prejudice to itself, **ArtsTechs** retains the right, in order to ensure the security of the rented asset, its personnel or third parties, to decide not to proceed with the assembly of the asset, cancel or suspend its assembly and also to proceed with the premature dismantlement of its equipment. **ArtsTechs** may make this decision independently and after consultation with the customer, in the case of bad weather, unfavourable weather forecast, circumstances related to the work of their personnel or persons that it has brought in or due to danger to visitors or for general safety reasons.
- h. Any evolution or change in the load specification may be the subject of an additional offer as well as a feasibility assessment of which **ArtsTechs** remains the one and sole decision maker.
- i. **ArtsTechs** reserves the right to have the project, in whole or in part, executed by one or more subcontractors. **ArtsTechs** retains sole authority over these.
- j. The customer shall ensure that they apply for all the permits and authorisations necessary for the project. The customer shall, if necessary, ensure all the contacts with the relevant departments of the appropriate authority. **ArtsTechs** retains the right to cancel its commitments if a permit or an authorisation has not been granted. The customer is responsible for any damage that **ArtsTechs** may suffer in this regard. **ArtsTechs** cannot be held liable for damages of any kind resulting from the absence of the necessary permits and authorisations. The project cannot therefore be realised at all or only incompletely by **ArtsTechs**. If, in order to obtain the necessary authorisations, changes must be made to the equipment or to the project, the service provisions and the potential additional costs shall be charged to the customer and be payable in cash.

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- k. The customer guarantees to **ArtsTechs** that they shall comply in time, number and quality, with the requests made in the offer of ArtsTechs. For example, additional equipment, additional personnel, transport, any catering and accommodation for the teams, without this list being exhaustive. In case of non-compliance with these requests, without any prejudice concerning it, **ArtsTechs** retains the right to:
 - i. Either make arrangements at no cost limit so as to ensure the proper implementation of the project and re-invoice in full the additional costs plus 20% to the customer.
 - ii. Or temporarily or permanently discontinue the project.
- l. Any contract for a lump sum implies the possibility of normal and continuous work. If this work has to be interrupted due to the customer or due to the other professional bodies employed by this same, **ArtsTechs** retains the right to invoice the loss of time suffered.
- m. In (from a. to l.) all the cases listed above, whatever the cause, outcome and consequences, none can ever give rise to damages or other compensation to the customer or any other stakeholder, co-organiser, administration, etc., the rescission of the agreement and any additional outstanding charges remaining due in their entirety.

10. Copyright

- a. The customer expressly acknowledges that **ArtsTechs** has an intellectual asset right over the rented asset and thus enjoys the protection of copyright in the broadest sense of the word regarding the design, construction, project studies, implementation plans and detailed plans.
- b. Therefore, all documents (offers, plans, photos, etc.) on whatever media, modified or produced by **ArtsTechs**, relating to the service provision before, during and after this same are:
 - i. Protected by the law of 30/06/1994 on copyright and related rights.
 - ii. It is forbidden to reproduce or communicate these, even partially, and notably to the competitors of **ArtsTechs**.
 - iii. It is forbidden to disseminate these on social networks, to the press etc.
- c. Unless otherwise agreed, the customer guarantees to **ArtsTechs** that they hold the right of audiovisual reproduction and diffusion as well as use of the works protected by copyright that they asks from **ArtsTechs** to use in their name as part of the service provision. As far as necessary, it is confirmed that the customer grants **ArtsTechs** the right to use the copyrighted works for the purposes of the service provision. The customer exempts **ArtsTechs** from any liability for this and shall bear all the costs of whatsoever kind arising from breach of this warranty.
- d. In that case, an idea proposed by the customer is not in itself a creation.
- e. The customer recognises that **ArtsTechs** has the right to transfer to its employees and subcontractors, any information, documents, models, drawings, technical data, pictures, which have been supplied as part of its mission.

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11. Disclaimer:

- a. ArtsTechs is responsible for the proper condition and functioning of its own equipment and other equipment provided by by it. Its liability shall in no event be invoked for a defect of equipment supplied by another company even if ArtsTechs is requested to install and use this same.
- b. ArtsTechs cannot be held liable for any failure, delay or omission of information emanating from the customer and their consequences on the evolution of the project.
- c. The customer guarantees ArtsTechs against any third party claims.
- d. The customer expressly states their agreement that **ArtsTechs** shall never be liable for a compensation higher than a maximum of 50% of the foreseen service provision.
- e. **ArtsTechs** cannot be held liable for any damages whatsoever in cases of force majeure (accident, strike, attack, bad weather etc) that impede it from honouring the service provision in whole or in part as well as the delays that may result from this.
- f. Special clauses:
 - i. When stretched canvas is placed onto structures in the event of risk of wind stronger then 55km/h, it the responsibility of the customer to check with the Royal Meteorological Institute of Belgium. If necessary, the customer must have the structure dismantled in time, at their own expense and risk. Above 55km/h, **ArtsTechs** is discharged from liability.

12. Legal expertise

- a. Exclusive jurisdiction at the commercial courts of Brabant Wallon.
- b. Subject only to Belgian law.
- c. French language
- d. In case of dispute over the translation or interpretation of a translated version of these terms and conditions, only the French version is applicable.
- e. In case of dispute, all the legal costs, including the court costs (quote, audience and performance), of our lawyers shall be charged.
- f. Any dispute must reach **ArtsTechs** within a period of eight days.
- g. Clauses a b c d e and f and are also applicable to the contracts signed with EEC nationals in accordance with the UNECE Convention of 27 September 1968 [English]