

GENERAL TERMS AND CONDITIONS

I. GENERAL

1. Definitions

All Events: BVBA All Events with registered offices in 8210 Zedelgem, Schatting 64 and registered with the Crossroads Bank for Enterprises with number 0878.880.079;

Customer: the natural or legal person who asks All Events to provide certain goods or services;

Day: each calendar day;

Product: all products and installations offered by All Events, including party tents and industrial tents, easy set-up chalets, *Festihutten*, tent chalets, *Festicabines*, *Festitables*, alpine huts and Meissl Parasol Bars. This list is not exhaustive.

2. Application

These general terms and conditions apply to all quotations, invoices, assembly, disassembly, rental and purchase agreements. These general terms and conditions apply from the moment the Customer accepts a quotation and/or proposal for an agreement in any form of All Events. The Customer accepts these general terms and conditions fully and unconditionally. Any deviation from these general terms and conditions must be requested by the Customer in writing in advance and approved by All Events in writing. These general terms and conditions take precedence over the general terms and conditions of the Customer. These general terms and conditions replace all previous written or oral agreements. In case of a contradiction between the special conditions and these general terms and conditions of All Events, the special conditions take precedence.

3. Price, quotations and orders

Prices are in Euro and exclude VAT. The price indicated by All Events only applies to rental, purchase, assembly or disassembly in accordance with the agreed specifications. Any costs of drawings, calculations, taxes, permits, transport, delivery and other costs will be for the account of the Customer. This list is not exhaustive. All quotations are not binding unless explicitly stated otherwise in writing by All Events. A quotation will be valid for one (1) month from the date of the quotation unless stated otherwise.

All Events assumes that the information, drawings and other details provided by the Customer are correct and can be used for drawing up a quotation and/or proposal for an agreement. Images, dimensions, capacities, weights, product descriptions, price lists and offers on the All Events website or demonstration models have been prepared with the utmost care but are indicative and for information purposes only. They are provided only as non-binding information.

An assembly, disassembly, rental or purchase agreement is concluded when a Customer accepts a quotation and/or proposal for an agreement of All Events. Acceptance by the Customer implies that he or she has studied whether a Product is suitable for the intended purpose. The above also applies to potential changes and/or additions.

4. Delivery and implementation periods

An expressly agreed delivery or implementation period will only commence after All Events has been provided with all information and documents needed for the assembly, disassembly, rental or purchase. If assembly of a certain Product requires a permit, All Events is not required to start with the assembly before this permit has been granted.

Delivery and implementation periods are indicative and not binding. No delay or change to the delivery or implementation period may lead to termination, suspension or dissolution of the agreement or payment of damages to the Customer except in case of intentional delay by All Events or an extraordinary abnormally long period which does not correspond to the usual periods in the sector.

In case of a failure to deliver or implement, any advances paid by the Customer will be refunded without interest or another form of compensation.

5. Assembly and disassembly of the Product

The Customer will:

- make the installation site of the Product timely accessible at their own expense, for assembly and disassembly by All Events. In case of assembly and disassembly in a public place, the Customer will have the site closed for traffic both day and night from the moment assembly starts until the moment the assembly has been completed, and from the moment disassembly starts and until disassembly has been completed.
- carry out all processing actions necessary to enable All Events to perform all necessary and useful assembly and disassembly work. The Customer or his or her authorised representative will be on site during the assembly to draw or indicate the correct location on the ground;
- approach the competent bodies to be informed about the presence and the location of underground pipes and share this information with All Events, including maps;
- arrange the required exemptions from obligations and/or permits, including usage permits related to the destination of the Product.

Once assembly has started, the Product will continue to be assembled in accordance with the initial instructions provided by the Customer or his or her representative. All Events will not consider any changed instructions of the Customer, even if he or she made a mistake in indicating the assembly site. In no event may the staff, the truck or other material or equipment of All Events be used to perform other duties than described in the special conditions.

6. Payments

The invoices of All Events must be paid in cash unless stated otherwise. Any disputes must be communicated to All Events within eight (8) days after the invoice date.

All amounts that have not been paid on the expiry date will result in 10% interest from the due date of the invoice by operation of law without prior notice being required. In addition, the Customer will by operation of law without prior notice being required owe a lump sum compensation of ten (10%) percent of the invoice amount with a minimum of 100 Euro unless a greater damage amount has been proven.

The Customer cannot suspend and/or postpone payment of the fee or apply any set-off towards All Events. All Events does have this right. All Events can suspend and/or postpone fulfilment of its obligations if the Customer fails to fulfil his or her payment obligations and this is likely to remain the case.

7. Certificates

At the express request of the Customer, All Events can provide the available conformity certificates and/or Product certificates or copies thereof to the Customer. The Customer may only use these conformity certificates and/or Product certificates or copies thereof for the agreed purpose.

8. Liability

All Events is not responsible for the improper and unlawful use of the Product, knowledge, recommendations or instructions by the Customer. Nor is All Events responsible for any damage caused to underground pipes, considering the investigation and notification duty of the Customer set out in Article 5.

In case of a failure of All Events to fulfil any obligation, All Events can only be held liable if it has received written notice of default from the Customer and has been given a reasonable period to recover or rectify its alleged default. Except in cases of wilful misconduct or if prescribed by law, All Events can never, not even in case of a severe or repeated failure, whatever the grounds, be held to pay the Customer any compensation which exceeds the total invoice amount for the assembly, disassembly, rental or the purchase of the Product or to pay any compensation that relates to indirect damage (including loss of profits, increase in general costs or other economic or consequential damages, including damage suffered as a result of condensation).

If All Events is held liable by a third party for damage caused by a defect in or the use of the sold or rented Products or by assembly or disassembly of the Products, the Customer will fully indemnify and compensate All Events for all that All Events needs to pay to this third party unless the Customer demonstrates that this damage was caused intentionally by All Events.

If the Customer is held liable by a third party for damage that has directly or indirectly been caused by a defect in or the use of the sold or rented Products or by assembly or disassembly of the Products, he or she has no right of recourse vis-à-vis All Events. The Customer will be the only party liable towards this third party.

9. Staff of the Customer

All Events has no connection with or control over the employees, operators or volunteers of the Customer. The employees, operators or volunteers of the Customer will never be considered or introduced as an employee, operator or volunteer of All Events. The Customer will fully indemnify All Events for all consequences of any violations of this provision.

10. Force majeure and changed circumstances

If All Events cannot implement the agreement due to force majeure, All Events is entitled to fully or partially terminate the agreement with immediate effect without judicial intervention being required or to change or suspend the implementation thereof. Force majeure does not give the Customer the right to dissolution, compensation, refund, discount or termination of the agreement. If a case of force majeure occurs, All Events will inform the Customer as soon as possible.

The following circumstances will always be considered force majeure (non-exhaustive list): fire, illness or death of employees, strikes by employees, strikes at auxiliary staff or suppliers, failures or delays by other customers, suppliers or auxiliary persons, interruptions and difficulties that make the implementation of the agreement more expensive or difficult, government measures, changes to or exceptional introduction of measures by security forces or the police, climatic conditions such as snow, storm and heavy rainfall, and a terrorist attack or a serious threat thereof.

11. Nullity

If a provision of these general terms and conditions or an agreement is destroyed or cannot be maintained, this will not affect the remaining provisions. If this the case, All Events and the Customer undertake to negotiate in good faith on the replacement of such provision by a valid provision which matches the intended result of the destroyed or invalid provision as closely as possible.

12. Applicable law and competent court

All legal relationships between All Events and the Customer will be governed by Belgian law. The application of the CISG is expressly excluded. The Courts of Bruges are authorised to hear any disputes.

II. RENTAL

13. Rental period

The Customer will always rent a product from All Events for the agreed duration. The rental period will always be calculated from the first day of assembly until the first day of disassembly of the Product.

The Customer can only extend the initially agreed rental period with the prior written approval of All Events. If the Product cannot be disassembled before or on the last day of the rental period and All Events has not given prior written permission for an extension, the following applies. For the period after the rental period until the first day on which disassembly of the Product is actually possible, the Customer will owe All Events an amount calculated pro-rata the last applicable rental price.

The Customer can only shorten the initially agreed rental period against payment of the compensation set out in Article 22 of these general terms and conditions.

14. Rental price

The rental price will be contractually agreed on for the duration of the rental period and will be charged from the agreed first day of assembly until the last day of disassembly.

In case of an approved extension, All Events will charge the additional rent for the additional rental period based on a pro rata calculation of the agreed rental price unless agreed otherwise.

If the Customer rents the Product for more than one (1) year, the rental price will be reviewed based on the consumer price index figure with 2013 as base year. The index starting figure will be the last published index figure of the month before the start of the rental period.

If the Customer rents the Product for less than one (1) month, the rental price will be paid no later than at the start of the assembly. If the Customer rents the Product for more than one (1) month, the rental price for the first month will be paid no later than at the start of the assembly. The rental price for the subsequent months will be paid in advance before the first day of the corresponding month.

15. Rental deposit

All Events can ask the Customer for a rental deposit and/or advance payment. The rental deposit protects All Events in case the Customer fails to fully or partially fulfil any obligation.

16. Changes

If the Customer wants to make certain changes after the conclusion of the agreement, the Customer must immediately inform All Events within ten (10) days before the start of the assembly. All Events will only consider small changes and will always be entitled to refuse to implement them. Changes will be implemented against payment of the corresponding additional costs.

17. Condition of the rented Products

The Product will be rented in the state it is in at the time of delivery.

The Customer will upon delivery (in case of self-assembly) or after complete assembly (if assembled by All Events) inspect the Product for defects, shortcomings and possibly for correct assembly. Acceptance of the Product without immediate written objection no later than twenty-four (24) hours after delivery (in case of self-assembly) or after complete assembly (if assembled by All Events) will cover the visible defects.

Hidden defects that are discovered during the rental period must be communicated to All Events by the Customer in writing within twenty-four (24) hours after discovery. Failing this, the Customer will be considered to have accepted the hidden defect and to have waived any claim on All Events in relation to the alleged hidden defect. The Customer will demonstrate when he or she has discovered the hidden defect.

If the Product is damaged, stolen and/or destroyed, or in case of an accident related to the Product, the Customer will inform All Events in writing within twenty-four (24) hours. The Customer undertakes to inform All Events of any notice, subpoena or other judicial or extrajudicial documents related to an accident, theft or injury event within twenty-four (24) hours. In case of an accident, theft or damage event, the Customer will immediately grant his or her full cooperation to determining the damage and the liability, the handling of the accident, theft or damage event, and the collection and communication of all necessary or useful supporting documents.

The Customer will return the Product in the same state as it was delivered. All damage not caused by normal wear and tear and changes to the Product not permitted by All Events found at the end of the rental period will be considered to have been caused or made by the Customer. The Customer will need to pay for this damage based on the original value and the costs to undo changes and restore the Product to the state it was in at the start of the rental period. If the Product is destroyed, lost or stolen or no longer suitable for use or repairs, the Customer must also pay a fee equal to the original value of the Product, without prejudice to the right of All Events to claim any additional damage.

18. Maintenance and repairs

All Events undertakes to as soon as possible provide free help with repairs of a defect or in case of damage to a Product solely due to wear and tear. The Customer will be responsible for the costs of help with any other repairs. The Customer is held to pay the rental price during the period All Events carries out maintenance and repairs.

19. Obligations of the Customer

The Customer will:

- During the entire rental period bear the risks and responsibility of the rented Product. The Customer will, in any case, bear the risks and responsibility once the Product leaves the location of All Events.
- pay for all delays, storage, maintenance, safety checks and all other costs related to the Product from the moment it leaves the location of All Events;
- adhere to the operating and safety instructions given to him or her upon receipt of the Product and all applicable obligations and regulations related to the possession and use of the Product. This includes instructions related to the maintenance, preservation and (fire) safety and instructions of security forces and the police.
- ensure that all entrances and exits of the Product are closed when the Product is not in use.
- immediately close all entrances and exits and potentially have the Product evacuated in case of storms or bad weather. In case of snowfall, the Customer will ensure that the roofs of the Product are cleared immediately to prevent any risk of collapse (starting at 3cm of snow). This can be done using heating, for example.
- immediately inform All Events of any relevant circumstance that may threaten the ownership or use of the Product. For example, in case of an (attempted) removal or seizure of the Product.
- neither fully or partially entrust, sublet, pledge as a security, or in any other way encumber the Product in any way or remove it from the contractually agreed site of use without the prior written permission of All Events.
- use the Product as a good caretaker in a careful, sustainable and prudent manner and secure it in an effective manner;
- not carry out repairs and/or make changes to the Product without the prior express written permission of All Events. The Customer will not saw, nail, sand, paint or attach stickers to the Product. Nor may the Customer remove or hide publicity materials of All Events on the Product.

The Customer will indemnify All Events for all loss and damage resulting from a failure to fulfil these obligations.

20. Rights of All Events

All Events or its representative will always have the right to freely access the sites of the Customer or other locations where the Products are located or used to inspect or maintain the Product.

All Events also has the right to replace the Product with a similar Product or to retrieve it in case of force majeure or if All Events cannot rent out the intended Product due to circumstances. The Customer will always pay all costs incurred to retrieve the Product.

All Events has the right to suspend the fulfilment of any obligation if the Customer continues to fail to fulfil any obligation under this or another agreement with All Events. The Customer does not have this right.

21. Insurances

All Events has concluded a business operation insurance for all Products.

The Customer must take out fire insurance for the rental period unless All Events informs the Customer in writing that All Events has already taken out fire insurance for the relevant Product. The Customer must also take out a civil liability insurance for the rental period. If necessary, the Customer can also take out objective liability insurance.

22. Cancellation and termination of the rental agreements

If the Customer cancels the rental of a Product:

- 60% of the estimated rental price will be charged if cancelled fourteen (14) days before the start of the rental period;
- 100% of the estimated rental price will be charged if cancelled seven (7) days before the start of the rental period.

Regardless of the time or reason, the Customer must pay a compensation of 60% of the outstanding rent for the remaining rental period in addition to the rent for the already expired rental period if he or she cancels renting a Product unless special conditions determine otherwise.

23. Premature termination of the rental by All Events

Without prejudice to any other contractual or statutory right of All Events, All Events will at all times have the right to terminate the agreement with immediate effect by means of registered letter without prior notice and judicial intervention being required without owing any compensation or notice period to the Customer, if one of the following circumstances occurs:

- summons and/or a request for bankruptcy, insolvency or cessation of payments as well as any change in the legal situation of the Customer;
- in the absence of timely full or partial payment;
- significant attributable shortcomings of the Customer such as but not limited to: sentencing for theft or another serious offence, loss, resale or encumbrances with securities or other burdens on the rented Product, attachment on the rented Product, failure of the Customer to fulfil his or her information obligations etc.
- in case of serious damage to the rented Product;

- the Customer fails to fulfil any obligation within the reasonable period specified in the notice of default;
- the Customer stops his or her professional activities;
- damage to the reputation, image and/or good name of All Events caused by the Customer.

All Events can, based on the aforementioned reasons, also decide to make the rent for the entire rental period immediately and validly due and payable. The preliminary termination of the rental by All Events cannot result in any refund by All Events of the rent received from the Customer. All Events will always retain all other rights to compensation and indemnification. All Events is in the above cases also entitled to retrieve the Product without delay.

III. PURCHASE

24. Purchase price

Unless the special conditions determine otherwise, the Customer will pay All Events the purchase price in accordance with the following payment schedule:

- 35% of the purchase price on the date on which the purchase agreement is concluded. All Events will only start with the production after payment of this first 35%;
- 35% of the purchase price no later than one month before the date on which the Product will leave the location of All Events;
- 30% of the purchase price no later than 7 days before the date on which the Product will leave the location of All Events.

If there is a period of more than four (4) weeks between the conclusion of the agreement and the start of the production and an increase in wages or the prices of the used materials occurs during this period, All Events can increase the agreed price correspondingly.

25. Transfer of title and risks in case of sale

The Customer will bear the risks and responsibility related to the delivery of a Product. The title of a Product will transfer at the last of the following events: upon delivery of the sold Product or when the purchase price is paid in full. The Customer will not sell or render the Products immovable by using them as long as the title has not yet been transferred.

Without prejudice to any other contractual or statutory right of All Events, All Events will at all times have the right to terminate the agreement with immediate effect by means of registered letter without prior notice and judicial intervention being required without owing any compensation to the Customer, if one of the following circumstances occurs:

- the Customer fails to fulfil any obligation within the reasonable period specified in the notice of default;
- in the absence of timely full or partial payment;
- severe attributable shortcomings of the Customer;
- ...

If the title has not yet been transferred, All Events will also have the right to claim the return of the Product.

26. Changes

If the Customer for any reason wishes to deviate from the ordered Product, All Events will consider the proposed changes. However, All Events has the right to refuse to implement these changes. Changes will be implemented against payment of the corresponding additional costs.

27. State of the sold Product

All Events reserves the right to make all necessary and/or useful changes to the Products sold to the Customer before carrying out the delivery.

The Customer will upon delivery (in case of self-assembly) or after complete assembly (if assembled by All Events) inspect the new or second-hand Product for defects, shortcomings and possibly for correct assembly. Acceptance of the new or second-hand Product without immediate written objection no later than twenty-four (24) hours after delivery (in case of self-assembly) or after complete assembly (if assembled by All Events), will cover the visible defects.

The Customer can submit a complaint about a hidden defect within six (6) months for a new Product and two (2) months for a second-hand Product, always starting from the moment of delivery (in case of self-assembly) or after complete assembly (if assembled by All Events). The hidden defects must be communicated to All Events in writing within the aforementioned period of six (6) or two (2) months without delay and within an expiry period of ten (10) business days after the Customer has found or should have found these defects. Failing this, the Customer will be considered to have accepted the hidden defect and to have waived any claim on All Events in relation to the alleged hidden defect. The Customer will demonstrate when he or she has discovered the hidden defect.

Hidden defects will be determined in accordance with a contradictory procedure. If a hidden defect is found and the Customer timely informs All Events, All Events may decide to repair or replace the Product or to grant a discount or to dissolve the purchase agreement by refunding the purchase price and retrieving the sold Product. The Customer cannot claim any additional compensation in this case.

28. Cancellation and delay of the sale

Regardless of the moment or reason, 90% of the estimated purchase price will be charged if the Customer cancels the purchase of a Product.

If after notification of transport readiness the delivery is suspended by more than one (1) month at the request of the Customer, All Events may charge storage costs to the Customer. These storage costs are at least 0.5% per month based on the price of the Product to be delivered.