

Terms and conditions applicable to a rental offer

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. These terms and conditions supersede all terms and conditions previously applicable
 - f. The customer declares having read these and accepts these as such.
 - g. This document contains 7 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. Any debt is payable immediately and without prior notice. 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 late payment of a rental invoice entitles **ArtsTechs** to the immediate recovery of all of its rented equipment without notice or intervention of a bailiff and without any reproach being able to be made towards **ArtsTechs** for any prejudice caused to the customer. The Customer undertakes to inform **ArtsTechs** and allow **ArtsTechs** to access the places where its equipment is located. Moreover, any logistic and administrative costs of recovery shall be charged to the customer who shall have to pay these in cash.
 - j. Any surcharge from an international transaction is charged to the customer.
 - k. 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:

- a. 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 mail insofar as it considers that the reasons given by the customer to refuse the dispatch of electronic invoices are not justified.
- b. All orders below € 125.00 excl. VAT shall be subject to a surcharge of € 5.00 excl. VAT

4. Validity of the offer

- a. Unless otherwise stated, any offer of rental 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. **ArtsTechs** reserves the right not to make the equipment available insofar as there is no evidence of presentation of payments prior and in conformity with the terms and conditions set out in point 1.
- 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. That is only provided by the legislator in the case of door-to-door or distance selling.

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6. Claim - dispute

- a. Any claim or dispute of the quality of the rented equipment or the issued invoices must reach **ArtsTechs** by well-founded registered letter, under penalty of forfeiture, no later than eight days from the delivery date.
- b. Introduction of a claim does not relieve the customer from their payment obligations. If the claim is founded, the guarantee of assets is limited either to the free of charge replacement of the assets recognised as defective by **ArtsTechs**, or to the refunding of the price of the order, excluding all other damages.

7. Retention of title

- a. **ArtsTechs** remains the indivisible one and sole owner of all of equipment rented or made available.
- b. The above provision shall not prevent the transfer to the customer of the risks of the asset, as well as the damages that could be caused by this asset or by its use.
- c. It is prohibited for the customer to sell or alter the rented assets.
- d. The assets and goods cannot be pledged or used as collateral for the debt of a third party.
- e. In case of financial difficulties encountered by the customer and risk of seizure of the equipment, the customer agrees to indicate to the bailiffs that the said equipment belongs to **ArtsTechs** so as to oppose any seizure of the equipment. The customer shall also notify **ArtsTechs**.
- f. Any late payment of a rental invoice entitles **ArtsTechs** to the immediate recovery of all the equipment rented without notice or intervention of a bailiff and without reproach being able to be made against **ArtsTechs** for any prejudice caused to the customer. The customer undertakes to inform **ArtsTechs** and allow **ArtsTechs** access to the places where the equipment is located. Moreover, any logistic and administrative costs of recovery shall be charged to the customer who shall have to pay these in cash.

8. Rental deposit:

- a. In some cases, **ArtsTechs** reserves the right to request a rental deposit in cash or in an escrow account.
- b. The deposit is not subject to interest.
- c. The deposit is refunded once the equipment has been checked, in number and condition, at its return by **ArtsTechs** and once all the invoices for this rental have been paid.
- d. In no case can the deposit be considered a part-payment.

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9. Cancellation fee, whatever the origin of the cause:
- a. The day of the order: € 0.00
 - b. Up to three days prior to the rental: minimum 50% unless it 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 on the day of the rental: minimum 75% unless this does not cover the costs already incurred by **ArtsTechs**, in which case points f. and g. below apply
 - d. The day of the rental: 100%
 - e. Some items 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 foreseen 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.
10. Insurance - Transport
- a. If the equipment is transported by **ArtsTechs**, the equipment is under its responsibility until handover to the customer or their representative at the delivery address provided by the rental contract.
 - b. If the equipment is transported by a third party mandated by **ArtsTechs**, this third party is deemed to have mandate to observe the visible defects of the rented equipment at the time of removal by this same from the premises of **ArtsTechs**.
 - c. If the equipment is removed by the customer or by a third party commissioned by the customer, the equipment is the responsibility of **ArtsTechs** up to its departure from their premises.
 - d. The customer or their representative is deemed to have noted the obvious defects of the rented equipment at the time it is delivered to it by **ArtsTechs** (a. and c.) or the transporter (b.). Any reservations shall be subject to a mention by the transporter or the customer's representative on the delivery order, the invoice or the transport documents. In the absence of such reservations, the defects shall be presumed to have been caused by the customer.
 - e. Upon receipt, unless otherwise stated, the customer implicitly recognises having approved the rented asset and to having received the rented asset in good condition.
 - f. The unloading is performed at the charge and risk of the customer.

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11. Insurance - Equipment

- 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.
- 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. The customer undertakes to inform **ArtsTechs** of any damage within the hour.
- f. The equipment is under the customer's responsibility once it leaves our premises and up to its return to our premises, regardless of the service provider performing the transportation.
- g. **ArtsTechs** has a civil liability insurance policy for its business under number

12. 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 rental, before, during and after this same are:
 - i. Protected by the law of 30/06/1994 on copyright and related rights.
 - ii. It is prohibited to reproduce or communicate these, even partially, and notably to the competitors of **ArtsTechs**.
 - iii. It is prohibited to disseminate these on social networks, to the press etc.
- c. 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.

13. Rental duration

- a. The number of days is counted from the day of departure until the day of return to our premises.
- b. In case of delay in the return of the equipment, the rental shall be extended and the amount thereof shall be adjusted accordingly.

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14. Disclaimer:

- a. **ArtsTechs** is only liable for the condition and functioning of its own equipment and any other equipment provided by it.
- b. **ArtsTechs** cannot be held liable for any damage caused by the employees of the principal.
- c. All the costs involved in a monitoring, a misuse, a failure to follow safety standards or the legislation in force (*) is the responsibility of the customer and without possibility of appeal to **ArtsTechs**.

(*) We include here legislation on transport, noise pollution standards, loads calculations, hanging up in tents and buildings, and the use of appropriate sections in electrical distribution, etc.

- d. **ArtsTechs** reserves the right to terminate a rental insofar as it decides that the use made of their equipment constitutes a risk, the consequences of which could cause it prejudice, directly or indirectly. In this case, the customer waives any recourse against **ArtsTechs** and its employees. The total amount of the rent remaining due. Any related costs additional to this case are payable by the customer.
- e. The customer guarantees **ArtsTechs** against any third party claims.
- f. **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 rental, in whole or in part.

15. Equipment packaging

The choice of the equipment packaging is made by **ArtsTechs**. In no case can the equipment be transported without the required packaging and without prior agreement of **ArtsTechs**.

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16. The customer formally undertakes to

- a. Observe the dates of departure and return of the equipment and opening times of our premises
- b. Protect the equipment from bad weather or any other projection of material, liquid, gas or solid.
- c. Use the equipment in an appropriate manner. The customer also declares having perfect knowledge of the characteristics and legislation surrounding its use.
- d. Comply with the latest quality standards and conditions as described in the Belgian General Regulations for the Protection of Labour [*Règlement Général pour La Protection du Travail*] (RGPT) legislation. The customer is responsible for the work equipment and skills of the personnel that they employ or that they have recourse to, and that participate directly or indirectly in the assembly, use and dismantling of the rented asset.
- e. That their personnel who are made available to assemble, use or dismantle the rented asset, are insured against work accidents.
- f. Not make any change to the rented assets
- g. Return the equipment in perfect condition, clean and ready for use.
- h. Inform **ArtsTechs** about the destination of the rented asset.
- i. Provide transportation appropriate to the volume and weight.
- j. Return the equipment at the request of **ArtsTechs**

17. Our commitment

- a. Supply the equipment requested by the customer, in the requested quality and quantity.
- b. Respond to customer questions about the proper use of the equipment
- c. Intervene if necessary to help the hirer use the material for as long as that is temporally possible. The financial terms of this commitment shall be drawn up on a case by case basis.

18. 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]