



General Terms and Conditions of **GEORGES VELDEMAN NV** (Belgian Electronic Register of Companies no. 0413.610.968), trading under the name of **VELDEMAN STRUCTURE SOLUTIONS**, 3960 BREE, Industrieterrein Vostert 1220

Clause 1 - Scope of Application - Binding force of the General Terms and Conditions

These General Terms and Conditions shall apply to all offers, orders and agreements for products and services offered by GEORGES VELDEMAN NV (hereinafter referred to as the "Supplier"). They shall always take precedence over the (purchasing) terms and conditions of the Customer, and the Customer in turn expressly declares that he has taken cognisance of these General Terms and Conditions. *These General Terms and Conditions constitute a framework agreement between both parties, and shall therefore also apply to all subsequent orders or successive contracts in which the Supplier is involved as a party to the contract. *Deviations from these General Terms and Conditions can only be made subject to an express written agreement, drawn up and signed by duly authorised representatives of both parties no later than the time prior to the execution of the order. *If the General Terms and Conditions are included in a broader agreement, the special conditions in such broader agreement shall prevail over the General Terms and Conditions if and insofar as the individual special terms and conditions are contrary to the individual General Terms and Conditions. *All other non-contradictory general terms shall continue to apply to contracts between the parties. *In case of such non-contradiction, the Special Conditions and the General Terms and Conditions shall complement each other. If certain individual special conditions are invalid, the General Terms and Conditions that conflict with the same shall take their place. *In all other cases, these General Terms and Conditions shall be regarded as a clarification of the express, written agreement. *Any form of execution of the agreement, including the payment of an advance, shall be regarded as an express acceptance of these General Terms and Conditions by the Customer.

Clause 2 - Quotations and orders, price revisions

All the prices quoted and offers made by the Supplier are purely indicative and non-binding on the Supplier. The Supplier may change them at any time up to the time of acceptance of the order. *The order shall be deemed to have been accepted by the Supplier if the Supplier confirms the same in writing in an agreement drawn up by the Supplier and signed by both the parties. *All prices quoted shall be exclusive of VAT and shall include products and services expressly specified in the agreement. *Prices are for Ex-Works delivery at the Supplier's works, according to Incoterms prevailing on the date of the offer, unless expressly stated otherwise in writing. *the Customer shall bear all taxes or other charges if any, including but not limited to: transportation costs, import duties, government taxes of any nature whatsoever, unless expressly stated otherwise in writing.

Clause 3 - Price, payment and arrears in payment.

All invoices shall be payable on the due date at the registered office of the company, in cash, unless expressly agreed otherwise in writing. *In case of non-payment or late payment of any sum payable by the Customer to the Supplier, the Customer shall by operation of law and without the need for any notice of default, be liable to pay default interest, which shall be determined on the basis of the Law of 2nd August 2002 on combating payment defaults in commercial transactions, together with a penalty of 10% on the outstanding sums, subject to a minimum of € 250.00, without the Supplier losing the right to claim higher damage compensation provided he can prove greater damage or loss. *If the Supplier is obliged to recover any sums through arbitration or through judicial proceedings, all collection costs, including legal fees suffered by the Supplier shall be fully recoverable from the Customer. *In case of non-payment or late payment by the Customer, all sums whether due for payment or otherwise, which the Customer is liable to pay under any liability whatsoever toward the Supplier or toward companies affiliated to the Supplier, shall become immediately payable.

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The debt claims of the Supplier and companies affiliated to the Supplier against the Customer shall be regarded as interrelated for the purpose of offsetting any claims between the Customer on the one hand, and the Supplier and companies affiliated to the Supplier on the other. *Any delay in the payment shall, by operation of law, give the Supplier the full right to rescind or suspend any ongoing sales - including sales in respect of which the goods have already been delivered - or rental, and he also reserves the right to take back goods that were already delivered or in the process of delivery. *Postponement of payment can only be granted with the express and written consent of the Supplier. Postponement of payment shall not affect any other provisions of the General Terms and Conditions, which shall remain in force without reduction. *The Supplier shall have the right at all times to demand a guarantee from the Customer for the proper execution of the agreement. *In accordance with the Law of 15 December 2004 on financial security, all currently existing and future debts shall be compensated and offset by the Supplier, companies affiliated to the Supplier, and the Customer automatically and by operation of law. These debt setoffs shall be opposable as against the trustee and the other concurrent creditors, who shall not be able to oppose the debt setoffs implemented by the Customer, the Supplier and the companies affiliated to the Supplier.

Clause 4 - Delivery, delivery periods, delivery costs, delivery risk

The time of delivery shall be determined in advance between the parties. *Unless expressly agreed otherwise, the delivery deadlines are only indicative, and delays if any shall not give ground for termination of the contract or to claim damage compensation. *Unless otherwise expressly agreed, all loading and unloading, transport and insurance costs, costs of transport insurance for the goods from the time of delivery and of leaving the premises of the Supplier, shall be borne by the Customer. *Unless expressly otherwise agreed, all goods shall be transported at the risk and expense of the Customer from the time of exit of the goods from the factory of the Supplier.

Clause 5 - Warranty and Liability

Clause 5.1 - Guarantees – exoneration clause: the Supplier provides no guarantees other than written guarantees. *Unless expressly declared in writing, the Supplier provides no guarantee whatsoever for the use and the capacity of the goods supplied and their fitness for the purposes of the Customer. *Insofar as the Supplier is dependent in its activities on the cooperation, services and supplies of third parties or of the Customer, the Supplier cannot in any manner be held liable for any damages whatsoever arising from such relationships with the aforesaid third parties or with the Customer, or for the termination thereof, irrespective of whether such damage arises or becomes apparent during the relationship with the Supplier. *The Supplier shall not be liable for damages of any nature whatsoever, including interruption of business, loss of profits, loss of opportunity, environmental and non-material damage suffered by the Customer or by third parties as a result of the execution of the agreement by the Supplier, except where such damage is caused intentionally. *Any obligation of the Supplier to pay compensation shall always be limited to the contract price.

Clause 5.2 - Supervision during construction – exoneration clause: If the Supplier is solely responsible for the supervision of the construction and the construction is done by the Customer using its own staff, the Supplier shall bear no liability whatsoever for the work carried out by the Customer. In such case, the employees of the Customer who carry out the construction work shall only work under the responsibility and supervision of the Customer. The Supplier shall neither be liable for the construction work performed by the personnel of the Customer, nor for any damage resulting from a mistake of such personnel, including gross or deliberate mistakes.

Clause 5.3 - Permanence – exoneration clause: The Customer is prohibited to issue instructions to the personnel of the Supplier. If in breach of this prohibition, the Customer does issue orders to the personnel of the Supplier, the Supplier shall never be responsible for the consequences arising from the execution of these tasks by its personnel. If the Supplier provides a basic service during the construction or use of the goods provided or leased by the Supplier, the Supplier shall never be responsible for orders of the Customer or of third parties that are given to the existing personnel of the Supplier who are providing the basic service.

Clause 5.4 - Indemnification: The Customer shall indemnify the Supplier against all claims of third parties on the grounds of damage incurred during the construction/demolition and/or the use of the goods. The Customer shall enter into the required insurance and shall, on simple request, also submit the proof of the same to the Supplier.

Clause 5.5 – Delivery and Defects: The Customer must be present at the time of delivery of the goods to be delivered, for the purpose of checking for visible defects. *Visible defects should be immediately noted on the delivery note at the time of delivery. Each person who signs in the name and on behalf of the Customer shall be deemed to have been duly authorised to do so. If the Customer is not present during the delivery, he shall be deemed to accept the delivery as made by the Supplier. *Hidden defects must be immediately notified in writing to the Supplier after discovery. *All complaints must be described in a clear and detailed manner. *No complaint or protest shall suspend the liability of the Customer under any circumstances. *With regard to the sale of goods, the parties set the 'short-term' period as per Section 1648 of the Civil Code at 1 month, by mutual agreement. *If the complaint is deemed well-founded, the Supplier shall provide a guarantee that only covers the re-supply or repair of parts or components with structural faults or defects in materials, exclusive of any other liability of the Supplier. *The Supplier cannot be held liable for any damages whatsoever, direct or indirect, either by the Customer or by third parties.

Clause 6 – Force majeure

Each case of force majeure or unforeseen circumstances that renders the agreement impossible or extremely difficult for the Supplier, even if only temporarily, shall give the Supplier the right to wholly or partially terminate or suspend the agreement, without thereby giving ground to any demand for damage compensation. Among other things, the following shall be regarded as force majeure and/or unforeseen circumstances: strike, lockout, riots, war, disturbances or obstacles, natural disasters, adverse weather conditions, prohibition on imports or exports, deficiency in raw materials or transportation, mobilisation and fire, government measures etc. For these purposes, 'adverse weather conditions' shall mean conditions that according to the Supplier's safety parameters, do not allow safe installation, in which connection, the Supplier's assessment shall be decisive.

Clause 7 – Waiver of rights

If one of the parties fails to require strict compliance with the provisions of the agreement, this shall not mean that it waives the rights laid down in the Agreement or under the law or in equity, or that it waives any other provision or subsequent breach by the other party of any provision of the Agreement.

Clause 8 - Applicable law - jurisdiction

In case of any dispute between parties concerning the validity, interpretation, enforcement or execution of the contract, only Belgian law shall apply, with the exclusion of any national or international law rules that provide that a legal system other than the Belgian system to be applicable, or provide that other courts shall have jurisdiction. The applicability of the Vienna Sales Convention (United Nations Convention on Contracts for the International Sale of Goods (CISG 1980) ("Vienna Convention")) or similar provisions is excluded. The courts having jurisdiction over the registered office of the Supplier shall be competent to take cognisance of disputes between the Parties. The Supplier reserves the right to summon the Customer before the court having jurisdiction over the place where he has his domicile or registered office.

Clause 9 - Special provisions relating to rental

9.1 - Installation: If the parties have expressly agreed in writing that the Supplier shall be responsible for the construction of the leased property, the Supplier shall construct the rental object and deliver the same in a ready-to-use condition, all at the expense of the lessee. If the agreement does not describe or provide for installation, the cost of the same shall not be borne by the Supplier, and the Supplier is also not bound to carry out the same.

9.2 – Risk relating to installation and use: The Supplier is in no way responsible for any accidents or damage, of any nature whatsoever, during the construction or demolition, or during the use of the rented goods by the lessee.

9.3 - Presence on the construction site: The Customer shall be present at the construction site to point out the correct location of the construction work, or to mark off the work site, and shall be fully and exclusively liable in case of any mistakes. If the lessee is not present, he shall forfeit all claims in this regard. * If on the arrival of the trucks of the Supplier, the lessee and his workers are not present, the Supplier may charge the lessee the waiting time for each staff member present, at the rate of € 40.00 per hour per person. *If there is any time loss during the demolition, due to which the Supplier cannot have disposal over the goods for the next project, all consequential damages shall also be borne by the Customer.

9.4 - Nature of and obstacles on the construction site: The lessee shall provide the Supplier with sufficient land for the construction work, for free. *The roads in the construction site should be such as to allow proper transport of heavy cargo in all weather conditions. The Customer shall be responsible for any road rutting and to carry out any repair work within the construction site. The Customer cannot claim any damage compensation from the Supplier for any damage to the construction site. * The site must be freely accessible throughout the duration of construction and demolition. No cars should be parked and no obstructions should be present within a radius of 10 metres around the hall. *No unauthorised persons may have access to the site during the construction and demolition work. *If the goods have to be installed in a public place, the lessee shall close the site for traffic for the entire period of construction and demolition. *The site should be accessible 7 days a week for at least 12 hours per day, unless otherwise stipulated. *The Customer shall provide sufficient space on the construction site for the storage of materials, with access by forklift truck, and shall be responsible for security at the site. * The Customer shall ensure that the owner and any person claiming rights to the site gives his consent to the installation for the entire duration of the contract (including periods of construction and demolition), and indemnifies the Supplier against all claims of third parties for payment of any damage compensation whatsoever.

9.5 - Underground pipelines: It should be possible to drive iron pegs into the ground around clearspan tents and other halls of any nature whatsoever. *The Customer is bound, under the agreement, to submit to the Supplier all information and plans relating to underground pipelines, of any nature whatsoever, prior to the commencement of work by the Supplier, and if this is not done, the Customer shall be fully liable for all damage if any caused to the said pipelines. The Customer shall indicate the location of these pipelines in the premises, without the Supplier having to request the same. If the Supplier does not receive any notification in this regard from the Customer, he may assume that he need not take into account any underground pipelines or works. The Supplier cannot, in any manner whatsoever, be held liable for any damages.

9.6 - Risk/damage to the rented property - insurance: If the Supplier is responsible for the construction and demolition of the rented goods, the lessee shall be responsible for the rented goods from the time of delivery until the start of its demolition of the same by the Supplier. In case the Supplier does not provide for construction and demolition, the lessee shall be responsible for the hired goods as soon as they leave the registered office of the Supplier, until the time the same are taken back. *The lessee shall be responsible for all damage to the rented material and shall pay the full price of new material, or the full cost of repairs to the same. *The lessee shall obtain adequate insurance for the use of the leased goods.

9.7 - Permits – lease charges: The lessee guarantees the required permits and approvals from third parties, to the exclusion of the Supplier. *The lessee shall bear all lease expenses, including everything and excluding nothing.

9.8 – Maintenance of leased goods: The lessee shall be responsible for the regular maintenance of the leased property and in particular for the regular tightening of the tarpaulin of the tents and for heating. *In case of full or partial destruction of the leased goods, the lessee shall have no right to any damage compensation or refund, while the lease rent remains payable to the Supplier. *It is strictly prohibited to place stickers on windows, doors, the floor, roof tarpaulins, the sides and panels, or to drive in nails into the same, or to paint or to saw the floors, dance floors, stages, enclosures, tarpaulins, etc. *It is prohibited to hide or remove the advertisements of the Supplier on the hall and tents. *The lessee is not permitted to change anything in the material or to remove anything from the same. *The lessee shall return the goods to the Supplier in the same condition as they were at the time of delivery.

9.9 - Toilet cars: The lessee shall bear the cost of connecting the toilet cars to the water mains, electricity and drainage, and consumption. *The lessee shall be responsible for the maintenance of these vehicles and undertakes to fully clean the same before returning the same. If this is not done, the Supplier shall have the right to charge the cleaning costs through a simple invoice. *The Supplier shall not be liable for any malfunction or breakdown of toilets.

9.10 - Heating, electricity and lighting equipment: Fuel and connection of heating units to be separately rented shall be payable by the lessee, and the lessee shall also be bound to provide for the maintenance of the said equipment. *Payment for fuel consumption shall be made at the rate applicable at the time of return of goods. *The lessee shall bear the cost of connections for lighting and electrical equipment. *The Supplier shall not be liable for any malfunction or breakdown of heating appliances, lighting equipment and other accessories of any nature whatsoever.

9.11 - Return of the leased goods: When returning leased goods, broken or damaged equipment that has not been broken by the Supplier himself, shall be loaded separately and shown to the Supplier, who shall document the damage to the same. Repairs and lost goods shall be invoiced to the lessee, who must notify his objections within eight days after receipt of such invoice, on pain of forfeiture. *If the Supplier is required to demolish the leased goods, a written statement of the condition of the same shall be made before the start of the demolition work. The lessee himself or his representative must be present during the demolition. Any person who signs on behalf and for the account of the lessee shall be deemed to have been duly authorised to do so. If the lessee is not present at the start of the demolition work, the Supplier shall have the right to draw up his own statement of the condition of the property, and the lessee shall be deemed to have accepted the same. *If at the end of the lease, the lessee does not return the leased goods to the Supplier, he shall be liable to pay the Supplier a contractual damage compensation equal to the agreed lease rent for each month that commences, subject to the right of the Supplier to demand compensation for the actual damage incurred, which includes the full value of the goods, in addition to a penalty.

9.12 - Safety regulations: The Supplier can never be held liable in case of amendment or imposition of exceptional measures by the security forces or by the police, and the lessee shall solely and exclusively bear the costs of the same. The lessee shall be bound to fully comply with the requirements of the security services and of the police, in order to ensure the full and complete release of the Supplier from liability.

9.13 - Snowfall - wind - weather conditions - stability: In case of snowfall, the lessee undertakes to keep the structure free of snow by activating one or more heaters or by removing the snow. *The Supplier shall be notified of a danger of structural collapse due to the presence of three centimetres of snow. If these rules are not promptly complied with, the lessee shall also be fully responsible for damage to the leased materials. *In case of wind speeds above 60km/h, the necessary measures should be taken to avoid damage to the structures, namely the closing of the structures so that a fully closed structure is obtained. The structure must be evacuated (evacuation) in case of wind speeds above 80km/h. *The lessee shall immediately notify the Supplier of (weather) conditions or events that may jeopardise the stability of the leased goods. In such cases, the lessee should take all measures at his own expense in order to maintain the leased goods in good condition. The lessee shall be liable for all damage caused due to the non-fulfilment of these obligations.

9.14 - Termination/Cancellation of the contract: If the lessee fails to fulfil his obligations as against the Supplier in any manner whatsoever, the Supplier reserves the right to terminate the agreement to the detriment of the lessee. If the agreement is terminated to the detriment of the lessee, the Supplier shall, unless otherwise agreed, have the right, after issue of notice of default to the lessee, to liquidated damages of 80% of the value of the contract, which shall be regarded as loss of profits, subject to the possibility of increase in the same if the damage suffered is greater. *The following standard fees shall be payable to the Supplier if the lessee cancels the contract:

- 40% of the total lease price if such cancellation takes place more than 3 months prior to the commencement of the lease period,
- 60% of the total lease price if such cancellation takes place more than 1 month and less than 3 months prior to the commencement of the lease period
- 80% of the total lease price if such cancellation takes place less than 1 month prior to the commencement of the lease period