

## GENERAL CONDITIONS

The present general conditions apply to any event organised on the sites of the TerrasseO2 and the Jardin du Pesage or any provision of services by the company **SIMPLY BETTER Sprl (established at 483A Chaussée de Tubize 1420 Braine l'Alleud - 02/354.72.00 - BE0478518519 (hereinafter " the Agency ")**

Offers are made without obligation and are subject to the Agency's availability at the time of the final order or acceptance of the offer.

The Agency shall be deemed to be committed upon receipt of a written acceptance of the offer issued by the Agency. The offer is calculated on the basis of the information provided by the Client. Prices are exclusive of VAT. Invoicing for services provided by a third party or the Agency abroad or to a Client established abroad must be done in accordance with Belgian tax regulations.

The offer accepted by the Client shall form, together with these general conditions, the Contract between the Agency and the Client. The Agency reserves the right to adapt its general conditions. Any update of the said general conditions shall be communicated by e-mail to the Client, who shall be deemed to have accepted the content thereof in the absence of any written objection.

The Agency also reserves the right to adapt the prices of the offer at any time in accordance with the increase in the price of raw materials and/or fuel.

Unless otherwise agreed by the Agency, in the event of cancellation of the service and/or event by the Client for any reason whatsoever (except in cases of force majeure and similar situations), the Client shall be liable to pay an irreducible contractual indemnity for termination of the contract of :

- 50% of the price of the offer if the cancellation occurs less than 60 calendar days before the delivery of the service and/or the event;
- 75% of the offer price if the cancellation occurs less than 45 calendar days before the delivery of the service and/or event;
- 90% of the price of the offer if the cancellation occurs less than 30 calendar days before the delivery of the service and/or event;
- 100% of the price of the offer if the cancellation occurs less than 5 calendar days before the delivery of the service and/or event;

Any reduction in the number of participants in an event by the Client may not exceed 10% of the number of guests provided for in the offer and must be communicated in writing at least 10 calendar days before the event. This reduction will lead to a revision of the price and the costs of personnel and equipment if necessary. The number of guests communicated will serve as the basis for invoicing even if the number of guests is lower on the day of the event. If the number of guests is higher than the number confirmed in writing on the day of the event, the latter will be invoiced at 150%.

All communications or cancellations must be made by e-mail to the following addresses: [denis@simplybetter.be](mailto:denis@simplybetter.be) and [benoit@simplybetter.be](mailto:benoit@simplybetter.be)

The Agency declines all responsibility for damage of any kind affecting the client's property or belonging to the participants, even though such damage may be belonging to the participants, even if such damage is the result of its gross or slight unintentional fault, and regardless of where the goods are placed or stored.

It is furthermore expressly agreed between the parties that the Agency shall not be held liable in any way in the event of total or partial cancellation of the event due to a case of force majeure within the meaning of case law (this notion includes strikes, natural disasters, attacks or acts of terrorism, pandemics or war and the related preventive measures and excludes in particular damage to the reputation and/or good name of the Agency), changes in regulations, withdrawal or cancellation of permits or authorisations

granted to the Agency and/or DRÔHME or the alleged or observed failure of one or more external service provider(s), regardless of the consequences thereof. Where applicable, the Agency shall not be held liable for any compensation for loss of profit, loss of earnings, damage to image, reimbursement of expenses incurred by the client or by third parties, loss of data or product acquisition costs or for any direct or indirect damage linked to the cancellation of the event in the event of the occurrence of the aforementioned events. To this end, the client undertakes to waive and to have its insurers and/or any guest waive, where applicable, any recourse against the Agency in the event of of any of the above-mentioned events.

In the event of the occurrence of an event as referred to above, the Agency shall inform the Client as soon as possible of the occurrence of the said event, its nature, its foreseeable duration, any measures taken or envisaged to put an end to it, as well as its consequences on the performance of the Contract.

The Client accepts that no compensation may be claimed from the Agency in the event of the occurrence of an event of force majeure. Consequently, each of the Parties shall bear the costs that it has already incurred with a view to the performance of the Contract and which do not correspond to the provision of services that are the subject of the Contract.

If the performance of the Contract is rendered temporarily impossible due to the event of force majeure, the Contract shall be suspended. Where applicable, the Parties shall agree on the precise terms and conditions of the postponed performance of the Contract in accordance with the provisions of the Contract.

If the performance of the Contract is rendered definitively impossible due to the event of force majeure, the Contract is terminated by operation of law.

Where no service has been performed, the sums already paid by the Client or invoiced by the Agency as a deposit shall be credited to the Agency and deducted from the price to be paid for the event to be postponed, a new event or other service. The Parties agree that the event and/or service must be held within 24 months of the occurrence of the impediment, taking into account the Agency's availability and the location of the event.

The Client acknowledges that the price of the offer may be revised by the Agency taking into account inflation, any increase in the price of raw materials and staff costs.

If the services provided for in the Contract have already been partially carried out by the Agency (e.g. graphics, location, creation, .....), they will be invoiced to the Client taking into account the price provided for in the Contract (hourly rate) and deducted from the deposit already paid. Where applicable, the balance of the deposit will be credited as specified in the previous paragraph.

## TERMS OF PAYMENT

A deposit of 50% will be invoiced by the Agency at the time of acceptance of the offer and must be paid upon receipt by the Client. If payment is not received within the aforementioned period, the Agency cannot guarantee the service or the holding of the event on the date and under the conditions chosen by the Client.

The balance will be invoiced 10 days before the service/event and must be paid at the latest 24 hours before the day of the service/event. Failing this, the Agency reserves the right to cancel the service/event (without compensation of any kind).

The Client acknowledges that any modification of his request or request for additional services before or during the event may be invoiced as supplements.

In the event of a dispute over the invoices, this must be communicated within eight days of the date of the invoice by registered post. If the above conditions are not met, the invoice will be considered accepted.

In the event of a dispute or delay in payment, all invoices, even those not yet due, shall be payable immediately and without delay.

Non-payment of an invoice on its due date shall automatically and without notice of default result in late payment interest of 15%/year.

In addition, as a penalty clause, non-payment shall give the right to compensation equal to 15% of the total amount due with a minimum of 250 euros.

Any non-performance by the client of its payment obligations shall entitle the Agency to stop its services.

## GUARANTEES

The services or deliveries shall be carried out with all due care and diligence, but no guarantee of results can be given.

The Agency shall limit itself to performing the services requested by the client on the basis of the information provided by the client, without assuming, unless expressly agreed otherwise, the role of adviser.

The Agency shall not incur any liability in the event of errors, inadequacies or omissions in the information provided by the client

The Agency cannot be held responsible for delays caused by its clients' suppliers.

In case of doubt as to the good financial situation of a client, The Agency, even after partial execution of the contract, reserves the right to demand from the client appropriate guarantees for the proper execution of the commitments made. The refusal of the client to comply with these requirements shall entitle the Agency to cancel all or part of the contract.

The Agency reserves the right to set off any amounts owed by the client against any amounts owed by the client.

## DISPUTES

In the event of disputes, the parties shall attempt to reach a settlement.

In the event of failure to reach an amicable agreement, the parties hereby acknowledge the application of Belgian law and the exclusive jurisdiction of the courts of Brussels.