

©If You can dream it... We CAN DO it !©

CAN DO GENERAL TERMS AND CONDITIONS OF SALE AND RENTAL

Article 1: Enforceability of these general terms and conditions

1.1. Any customer who places an order is deemed to have read and accepted these general terms and conditions even if they contradict the customer's own general or special terms and conditions.

1.2. These general terms and conditions and the and special terms and conditions of contract cancel and replace all other previous terms and conditions and take precedence over the customer's general or special terms and conditions.

Article 2: Quotations - Estimates - Orders - Design - Delivery Times

2.1. Quotations and estimates are supplied for information only, and are subject to amendment in the case of error or omission. Quotations and estimates become binding on the company only on receipt of an order signed by the customer. Quotations and estimates are based on the information supplied by the customer and any changes to the aforesaid information shall result in a price revision.

2.2. Unless stated otherwise in the quotation/estimate or order and expressly accepted by the company, orders will only be performed after receipt of an advance payment of 50% of the total order value including VAT. If the customer cancels an order, the advance payment received shall be retained without recall by the company as a fixed compensation payment, without the company having to supply evidence of any loss.

In the event of cancellation of the order by the customer during the ten days prior to the performance date of the contract, compensation shall be payable, which shall be equal to the amount of costs incurred and not less than 30% of the total order value.

2.3. Any modification, addition or cancellation of items described in the quotation/estimate must be the subject of an amendment, otherwise the work shall be considered as having been carried out in accordance with the customer's verbal instructions. The customer shall therefore relinquish all right of recourse in this respect, including with regard to the invoicing of the work. However, the company reserves the right to make any modifications or changes during the course of the project, which become necessary due to special circumstances or in the interests of the project.

Any differences between the information provided in the estimate and the items supplied do not entitle the customer to reject the goods or services, to refuse to pay an invoice, or to claim any form of compensation.

2.4. In the event that the customer decides not to proceed with the work after receipt of an estimate and/or design for work to be carried out, the costs incurred, plus a fixed indemnity of 15%, shall be payable by the customer.

Article 3: Rates

3.1. The rates for services and/or rental shall be calculated on the basis of payment in cash, net and without discount, plus VAT at the rate in force at the time of raising of the estimate and invoice, plus any other taxes.

The advance payments and balance shall be paid in accordance with the terms of payment stated in the estimate.

3.2. The prices stated in an estimate/quotation accepted by the customer for work to be carried out with a performance deadline of more than three months may be revised if the price of the materials and/or labour used increases by at least 15%.

3.3. All delivery costs are payable by the customer, as well as any travel expenses and labour costs additional to the estimates accepted.

Article 4: Performance of the contract

4.1. The company shall complete the projects entrusted to the company by the customer with all due care and attention. The company shall be bound only by an obligation to exercise skill and care, inter alia with regard to agreed delivery times.

4.2. In the case of the sale of equipment, the company's obligations shall be fully discharged as soon as the equipment has been delivered or collected by the customer. It is the customer's responsibility to take all due precautions with regard to its safety and storage.

4.3. The company shall not under any circumstances be considered responsible for damage of any kind caused accidentally to goods belonging to the customer, which have been placed in the company's warehouses, transported or installed by the company.

4.4. The company shall not under any circumstances be held responsible for any damage to the customer's brand image, and the customer shall not under any circumstances be able to claim reparation for moral damages.

Article 5: Delivery - Transport - Catering

5.1. Delivery times are provided for guidance only; the company shall not be responsible for their possible modification, which shall not entitle the customer to cancel the contract and shall not result in the payment of any compensation or indemnity.

5.2. The company shall not be held in any way responsible for events or acts of force majeure. The customer and/or the company must record any damage, breakage or shortage at the time of delivery and, if necessary, the haulier must be advised in writing.

5.3. The company reserves the right to supply goods cash on delivery, or to request payment with order, at any time and without reason assigned.

5.4. In the case of services, the organisation and cost of meals and accommodation of personnel is payable by the customer, as well as their travelling costs, in Belgium and abroad.

Article 6: Transfer of risks

6.1. The transfer of risks takes place at the time of delivery, notwithstanding the reservation of title clause applied by the company, with regard to rental as well as sale.

6.2. In the event of a hidden defect in the material rented or sold, no recourse may be taken against the company, without prejudice to possible recourse against third party suppliers or manufacturers.

Article 7: Rental of equipment

7.1. In the case of rental of equipment, the customer is entirely and exclusively responsible for the correct use of the equipment in all circumstances, whether used by the customer or by technical operators under the customer's responsibility or otherwise.

7.2. Sub-rental, storage or loan of equipment belonging to the company by the customer to a third party is formally prohibited, except with the prior written agreement of the company.

Modifying the structure of the equipment or attaching anything whatsoever to the equipment, without the company's prior agreement, is strictly prohibited. If this prohibition is contravened, the company shall invoice the customer for the equipment at its normal sale price.

7.3. In the event of any damage whatsoever to the equipment hired, the customer must record it in the usual way and notify the company within 24 hours. Failing this, the customer shall be invoiced for the full replacement cost of the damaged equipment.

7.4. Delivery and return of the equipment shall be from and to the company's premises or any other place stated in the order.

7.5. Equipment may be hired subject to the payment by the customer of a deposit cheque for a minimum amount of 173.52 Euros, or 7,000 BEF, or the same amount in cash. The cheque or cash deposit payment shall be returned to the customer when the equipment hired is returned to the company's warehouse, after checking that it is in perfect condition and in the absence of any claim/loss.

7.6. The equipment hired is deemed to be in perfect working order. Receipt of the equipment shall signify irrevocable acceptance without reservations of the equipment in the condition in which it is found. This shall be established by means of the signing of a receipt or the use of the equipment.

7.7. Transport arrangements are the sole responsibility of the customer, who must take out adequate insurance cover on behalf of the company. In the event of damage or loss, due to transit or the seizure of the equipment by customs authorities, the costs relating to the aforesaid damage and the cost of late return shall be payable by the customer.

7.8. When the equipment is returned, an inventory shall be taken in the presence of both parties at the company's warehouse, and any damage during the rental period shall be charged to the customer's account. However, the company shall be entitled to invoice the damaged equipment as having been sold. This shall also apply to any lost or stolen item or accessory, the replacement cost of which shall be payable by the customer.

7.9. In the event of extension of the use of the equipment by the customer, it shall be the customer's responsibility to advise the company at least 48 hours before the scheduled date of termination of the rental or service.

©If You can dream it... We CAN DO it !©

Extension shall be made under the same terms and conditions as the initial rental or service and will be the subject of an additional order signed by the customer.

In the event of late return of the equipment, the customer shall be liable for the cost of extending the rental period, and also for the payment of an indemnity designed to compensate the company for any losses incurred due to the aforesaid late return.

7.10. The customer relinquishes any right of recourse against the lessor on the basis of Articles 1721 and 1386 of the Civil Code. The customer shall accept sole responsibility for the equipment, both with regard to third parties and with regard to the lessor throughout the duration of the rental period.

7.11. The company shall not be held responsible for any accident, loss, theft or deterioration whatsoever sustained by magnetic media, either audio or video and/or its content belonging to the customer that may be left inside the equipment at the end of the rental period.

7.12. The equipment hired must be covered by an insurance policy taken out by the hiring customer. The policy must cover theft, fire, material damage and personal injury of internal or external origin, occurring in Belgium or abroad.

7.13. In the event of loss, damage or non-return of the equipment by the hirer, the duration of the rental period shall be extended until the customer has produced an official statement of loss, damage or theft. The customer shall be required to pay rental charges throughout this period and shall also be required to pay the costs of reconstruction or repair of the equipment.

Article 8: Payment

8.1. All our invoices are payable in cash, net and without discount, except by express written derogation.

8.2. Late payment shall lead, de jure and without formal notice, to the payment of interest at 12% per year from the date of the invoice, due to the simple fact of overdue payment of the invoice. Furthermore, in the event of total or partial non-payment of an invoice, the customer shall be required to pay a fixed indemnity equal to 15% of the amount outstanding with a minimum of 3,000 BEF.

8.3. Non-payment of an invoice on its due date shall result in all other amounts payable by the customer becoming immediately payable, irrespective of the terms of payment granted earlier. Furthermore, the company shall have the right to terminate, without notice or indemnity, any contract signed with the same customer.

Article 9: Reservation of title

9.1. Goods sold shall remain the inalienable and exclusive property of the company until full payment has been received from the customer. In the event of non-payment on the agreed due dates, the company shall have the right to take back the goods, without formal notice.

9.2. The equipment hired is and shall remain the property of the company and may not be sold by the customer. If the equipment is the subject of seizure by a third party whilst on the customer's premises, the customer must, at their own expense, arrange for its immediate release. It shall be understood that the customer must pay the standard rental until the equipment has been returned in full to the company.

Article 10: Complaints

10.1. Any complaint relating to the goods hired or sold or the services provided must be forwarded by registered letter within one week from the date of delivery or provision of the service, otherwise the goods and services shall be considered as having been accepted by the customer.

10.2. If the complaint is considered justified and accepted by the company, the company will replace or repair the goods considered defective, to the exclusion of any other indemnity whatsoever.

10.3. Complaints relating to invoices must be forwarded, by means of registered letter, within one week of receipt of the invoice. After that time, the invoice will be considered as accepted in full.

10.4. Such complaints do not exempt the customer from their obligation to make their payment within the terms stated in these general terms and conditions.

Article 11: Royalties and authorisations

11.1. Any customer who places an order for goods and/or services is deemed to hold any necessary authorisations relating to the aforesaid goods and/or services and releases the company from any responsibility in this respect. The customer

also agrees to compensate the company for any damage or loss that may occur due to the non-existence of the aforesaid authorisations.

11.2. The royalties requested by SABAM, any other organisation or individual within the framework of an action carried out for the customer shall be payable by the customer.

Article 12: Insurance

12.1. Within the scope of the activities carried out by the company for the customer, the customer shall take out, at their own expense, all necessary insurance to cover the event being organised.

The aforesaid insurance policies shall in any event cover theft, damage to equipment and caused by equipment, as well as the public liability of the company.

12.2. For services provided outside Europe, the customer must obtain, at their own expense, insurance cover against seizure, destruction of the equipment, personal injury in the event of riots, political unrest or natural disasters and for any loss of earnings that might ensue.

Article 13: Intellectual property

13.1. Projects, research, drawings and estimates prepared at the customer's request shall remain the property of the company, and shall not be reproduced, executed or transmitted, in any way whatsoever, without the prior written agreement of the company.

13.2. If the customer executes or arranges for a third party to execute a project designed by the company, the customer shall pay the company the total amount of the estimate prepared with regard to the aforesaid project, as fixed and irreducible compensation and without prejudice to any additional compensation payments.

Article 14: Termination of the contract

14.1. In the event of non-compliance by the customer with the obligations incumbent on the customer by virtue of these general terms and conditions or if the customer gives the company incorrect information, the company reserves the right to terminate the contract without advance notice or formal notice.

14.2. In the case of forced sale, defeasance, composition, bankruptcy or transfer of the business, or of any event affecting the customer's business or solvency, the company may, de jure and without formal notice, terminate the contract, without notice or indemnity.

14.3. In the event of termination of the contract, for any reason whatsoever, the customer shall be required to return the equipment hired without delay, without prejudice to any compensation that may be due to the company.

14.4. In the event of termination of the contract by the customer, the customer agrees to compensate the company for all expenses incurred and all work already carried out, and for loss of profit on the work remaining to be carried out. Profit is contractually estimated at 30% of the amount of work cancelled. If an advance payment has been made, the company shall also retain this.

Article 15: Disputes

This agreement is governed by Belgian law.

All disputes between the company and the customer shall fall within the exclusive jurisdiction of the courts of the Nivelles judicial district, Belgian law being the only applicable law, subject to the company's right to serve notice on the customer to appear before the courts of their home country. Proceedings shall take place in French, subject to contrary legal provisions, relating to the use of languages in judicial matters.

Article 16: Final provisions

16.1. The company's representatives or delegates are not authorised to make any commitments on behalf of the company, or to receive advance payments or invoice payments, except by special derogation.

16.2. Revocation or amendment of any one of the clauses of these general terms and conditions does not affect the validity of the other clauses, which shall remain fully effective.

16.3. If the customer is an intermediary acting on behalf of a third party, the customer is required to transmit these general terms and conditions to the aforesaid third party and to arrange for the third party to sign them. If the customer becomes insolvent, the company shall have the right to communicate directly with the end customer.