

GENERAL PURCHASING CONDITIONS OF BVBA B-ART EGGSLUSIVE EVENTS (hereinafter referred to as B-art)

1. APPLICATION

Our purchasing conditions apply to all of the agreements concluded by our company (sales and other agreements) and unless agreed otherwise explicitly, exclude possible application of the supplier's sales and other conditions.

2. ORIGINATION OF THE AGREEMENT

2.1 Orders and associated agreements as well as amendments and supplements to these are only binding if they are confirmed in writing.

3. SUPPLY AND ACCEPTANCE

3.1 The trading terms will be interpreted in accordance with the "Incoterms" of the International Chamber of Commerce (latest edition).

3.2 The supplier is obliged to execute the order within the agreed deadline(s). If the order is executed early fully or partially (for which our prior written agreement is required) the payment will nonetheless be made as if the originally agreed periods were maintained.

3.3 Each delivery which is not accompanied by a detailed shipping report in duplicate stating our order number can be rejected by us. The shipping report must be placed in the package with the smallest number.

3.4 Testing in the supplier's company neither entails delivery nor acceptance. The goods remain for the supplier's account and at its risk until the time when the risk is transferred to us by virtue of the agreed delivery conditions.

3.5 We are entitled to test the goods (after their arrival at the final destination) and the installation, set-up, assembly, entry into service or other work carried out subject to our order within a reasonable period after the supplier has informed us that these have arrived in a state of readiness in accordance with the agreed requirements, especially the provisions specified in point 6.

In the case of a definitive rejection or refusal to accept delivery, we shall inform the supplier of this in writing within 14 days after testing. We shall be able to return rejected goods to the supplier at its expense at all times or hold these ourselves until the supplier has issued us with clearer instructions on how to deal with these, all at its expense and risk.

The supply of more or less than the agreed quantity will not be accepted except where we communicate otherwise. The ownership and risk relating to rejected goods remain with the supplier from the date of forwarding of the relevant notice of rejection to the supplier. Payment of an invoice does not involve approval in any way.

3.6 If an order includes installation, set-up, assembly, entry into service or other work to be performed by the supplier, this will all take place at the supplier's expense and risk, even if it is executed by a third party on its behalf (which we can reject).

3.7 At our request the supplier shall show us that it has arranged adequate insurance which covers the costs and damage that we would incur due to transactions and negligence by the supplier, third parties and employees.

3.8 If our order covers the hire of goods, the lessor must arrange for the insurance of all risks covering all possible damage linked to the destruction, disappearance or damage to the leased goods, including damaged caused by B-art's negligence or fault.

4. PAYMENT

4.1 Unless agreed in writing otherwise, payment is made after execution of the order and acceptance of the invoice 30 days from the end of the month, unless we have lodged an objection against the method of executing the order before the due date of payment.

If we pay in cash or early, the supplier will grant us a discount of 3 % per 30 days of early payment.

4.2 If the prices are denominated in foreign currencies based on an exchange rate for the foreign currencies against the euro and if a modification of over 3% occurs in this exchange rate on the invoicing date, then the price(s) stated in the agreement or the price(s) to be calculated based on this agreement will automatically be brought into line with the modified exchange rate by the supplier. The average rate in the Brussels currency exchange market at 14.00 local time counts as the exchange rate.

4.3 Moreover, we retain the right to collect the amounts that the supplier owes us via debt offsetting against amounts that we have to pay the supplier (and/or other companies that belong to the same group as the supplier).

If amounts are denominated in various currencies in the case of debt offsetting, we shall determine which currency the compensation will take place in. Conversion will take place at the official rate valid on the date when payment is due according to the relevant invoice.

4.4 The supplier accepts that an invoice sent to B-art may be paid by a third party on our behalf. The supplier shall treat this payment as if it were made by B-art.

5. DELIVERY DEADLINES

5.1 If the supplier does not perform on time, does not supply the agreed quantities, does not comply with the requirements stipulated in point 6, or does not meet one or more of the obligations applicable to it arising from or related to the agreements, we are entitled as we choose

a) to award the supplier the opportunity to meet its obligations within a time frame that we determine, or

b) to cancel the order fully or partially as we choose, without prior notice of default and without judicial intervention via a written declaration or a verbal declaration confirmed in writing; we are also entitled to make such a cancellation if the supplier fails to meet its obligations within the period specified under a.;

All of this is without prejudice to our right to compensation due to all faulty execution of the intended obligations for the direct and indirect costs and damage which we incur, including fines, such as, but not limited to, the costs that arise from replacing the supplier by a third party of our choice for the execution of the order and the damages incurred by possible principal(s) of B-art.

5.2 If we do not hold the supplier to its obligations this will not signify a waiver of our rights and we retain the right to strive for compliance with the obligations at all times.

6. WARRANTY

6.1 The supplier guarantees that all of the supplied goods are suitable for their intended purpose, as well as that they are compliant with the agreed specifications and (where applicable) are approved samples; furthermore that the goods are manufactured with good craftsmanship, are of good quality and are free of construction, manufacturing and material faults and that the goods and their functionality meet imperative specifications such as those relating to health, safety, environmental hygiene and electromagnetic interference (including the CE mark), and applicable in the country for which the goods are intended, if this destination is communicated to the supplier or which it could reasonably know in any case. Materials or goods which are subject to testing by law must always be accompanied by the required attestations/certificates.

6.2 Moreover, the supplier undertakes to inform B-art without delay of all events where environmental factors of whatsoever type which are related to the supplier's products, services and/or processes and which could have a direct or indirect negative repercussion on B-art or its employees.

6.3 If the order contains installation, set-up, assemblage, entry into service or other work to be performed by the supplier, this will be done with good craftsmanship. The supplier will carry out this work with an adequate or agreed number of qualified persons and quantity of materials, components, tools and equipment with the appropriate or agreed qualifications or quality. The supplier guarantees that the work will be performed in accordance with the requirements stipulated by B-art and good craftsmanship and that it will achieve the intended result as appears in the order.

The supplier also undertakes and is solely responsible for ensuring that its staff/appointees are employed subject to compliance with all of the legal conditions and standards (including ARAB, well-being law, etc.)

7. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

7.1 The supplier must transfer ownership of all of the articles acquired and/or manufactured to execute our order such as models, stamps, matrices, moulds, forms, templates and drawings to B-art without delay at the delivery or creation through a written declaration. If the supplier has acquired these articles from third parties we shall only pay it if this is agreed and after the supplier has shown us that it has paid the third party in full. The supplier merely holds these articles as a usufructuary.

7.2 If agreed, the supplier also transfers the intellectual property rights on a licensed basis to us on delivery or when the abovementioned articles are ready, understood as including but not limited to copyright, patent and know how. The supplier grants us a licence right with a sublicensing right concerning the stated intellectual property rights in order to use, copy and/or modify the copyright, patent, and know how.

All such articles including materials and components that we make available to the supplier to execute our order remain our property under all circumstances. We reserve the right at all times and in all circumstances to recover these subject to any possible processing expenses that we may owe, regardless of whether they have already been processed or used by the supplier.

7.3 We also retain copyright of all our models, studies, drawings, programs and documentation of whatsoever type that are transferred or sent to the supplier.

The supplier must store the intended materials and components separately and it must clearly label all of the other intended articles as our property. It must inform third parties that seek redress against these articles of our property right, and it will inform us of such an eventuality without delay. The supplier shall not use these articles or permit these to be used by or for third parties, for or in relationship with a goal other than executing our order.

7.4 The supplier shall indemnify us against all costs and damages arising from the (asserted) application of any patent, patent application or other industrial or intellectual property right as a result of the use, processing, sale, holding in stock or hiring out of the supplied goods except where the various aspects arise from the supplier's compliance with our specific design requirements.

7.5 If by virtue of our order goods must be equipped with one or more brands which we own or are entitled to apply or have applied, the supplier shall not make any claim on the brand(s) or on any other similar or related brand implicitly or in any other way at any time. Thus only the goods which we order can be labelled with the brand(s) by the supplier.

The supplier shall abide by our instructions relating to dimensions, positioning and other aspects related to the intended brand(s).

7.6 The supplier shall exclusively use all verbal and written data and information received from us to execute our order(s). All of this data and information remain our property and insofar as they are in written form shall be returned to us immediately on our request along with all copies of these.

The prior statements also apply to:

a) photographs or other types of images handed over to the supplier or made by it of the executed works or work in which it participated in the context of the assignment it was awarded.

b) data relating to other suppliers who work on a project.

The supplier is bound to absolute secrecy concerning this data and information and it shall not refer to these or to the fact that it is supplying or has supplied us in publications, advertisements and otherwise in verbal or written form, unless it receives our prior written approval.

7.7 When submitting for transport and transporting hazardous substances the supplier must comply promptly with the relevant legal stipulations, the provisions of international treaties and hauliers' conventions and agreements valid in countries (which we state or which otherwise would reasonably be known to it) when the ordered goods are being transported.

At our request the supplier shall provide us with such written information about the composition of these hazardous substances so that the relevant legal stipulations and provisions of international treaties, conventions and agreements that are valid in the countries cited in the previous paragraph during the transport, storage and processing of such substances can be complied with.

The supplier cannot invoke information supplied by us concerning the intended stipulations and provisions to release itself from its obligations arising from point 7.7.

7.8 Even following a default by B-art, the supplier can never exercise any right of retention over goods and documents (of whatsoever type) made available to it by B-art in the context of executing the agreement.

8. APPLICABLE LAW - LEGAL COMPETENCY

8.1 Belgian law governs these conditions and the agreement(s) to which they apply, while excluding international private law rules.

8.2 The supplier recognises the competency of the courts of the legal arrondissement of Mechelen for all disputes. B-art can nonetheless bring the dispute before every other court on the basis of the commonly competent court, whether in Belgium or abroad.

Texte français sur demande - Deutscher Text auf Wunsch

GENERAL CONDITIONS OF SALE OF BVBA B-ART EGGSLUSIVE EVENTS (hereinafter referred to as B-art)

1. The general conditions apply to all sales, hiring out of equipment and services, in brief, to all supplies of whatsoever nature provided by our company. They take precedence over all purchasing conditions and can only be amended based on written approval from our company. Awarding an assignment to our company or placing an order entails acceptance of the general conditions.
2. Prices are stated on the basis of the rates in force on the date when stated. Unless agreed otherwise in writing, every price statement remains valid for 30 days. After an order is placed, our company reserves the right to adapt the stated prices if unforeseen circumstances arise. This adaptation will amount to a maximum of 12.5 % of the originally agreed price. If a customer is awarded discounts these apply exclusively to the individual orders for which they are granted. They do not create a right on the part of the customer to equivalent discounts on later orders under any circumstances, even where discounts are extended repeatedly.
3. If cancellation occurs after the order form is signed, the customer owes inclusive compensation of at least 50 % of the value of the order, except where a greater loss is proved by our company. If cancellation occurs within 30 days before the event, the entire agreed price continues to be owed.
4. The delivery periods for the sale of goods are set by our company. They are always approximate. The overstepping of the delivery deadline for whatsoever reason never entitles the customer to compensation, dissolution of the agreement or non-compliance with any obligation which may arise for it from the agreement or any other agreement concluded with our company.
5. Complaints relating to the sold goods must be formulated at their receipt. Complaints relating to the hire of equipment and services and every other supplies of whatsoever nature must reach our company by registered letter within 8 days following delivery. Every complaint after the stated deadline is invalid. The reaction to a late complaint does not adversely affect this provision. No goods are taken back.
6. The goods are forwarded at the purchaser's risk. Unless otherwise stipulated, the transport costs are borne by the purchaser. As the addressee the purchaser has the task of only releasing the last haulier after examining whether the goods have been delivered in good condition.
7. An objection against an invoice must be made by registered letter within 8 days following the invoicing date. The reaction to a late complaint does not adversely affect this provision.
8. Except where there is an agreement stating otherwise our invoices are payable without a discount at the company's headquarters address. Except where there is a written agreement stating otherwise, the payment period is 30 days after the invoicing date. The issue of bills of exchange and promissory notes does not lead to a renewal of the debt. The customer explicitly waives its right to compensation via any counter-claim on its part. Complaints concerning an independent component of a specified invoice never release the customer from its obligation to pay the remaining items in the invoice.
9. If the payments are not made at the agreed points in time, this means that all of the sums still owed become payable immediately. This also entitles our company to ask for cash payment for every further sale, hiring out of equipment and services or other services of whatsoever type, regardless of the conditions of the agreement or the order to which they relate and without prejudice to the right to halt further deliveries.
Our company also reserves the right to view the agreement as dissolved for the whole or not yet executed section lawfully and without prior notice of default by issuing a registered letter. When our company uses this right, the dissolution will take place on the eighth day after the registered letter is transmitted.
10. In the absence of payment at the agreed points in time all of the still owed sums lawfully and without prior notice of default accrue interest of 10 % per year, counting from the invoice date. An inclusive compensation payment of 10% of the invoice amount (at minimum € 25) also becomes due lawfully and without prior notice of default as contractual compensation. Expenses linked to unpaid bills of exchange or cheques as well as other collection costs are not included and are charged to the client separately.
11. As long as the supplied goods have not been paid for they remain the property of our company.
12. If our company is prevented from meeting its obligations to the customer during the execution of the agreement due to force majeure, a strike, lock-out or other unforeseeable circumstances, regardless of whether this impediment covers the full execution or just a portion of it and regardless of whether the impediment is temporary or definitive, our company, without prejudice to other rights that accrue to us, is entitled either to suspend execution of the agreement or view all or part of the agreement as dissolved, without judicial intervention, without it being possible to hold our company to any compensation. The customer is obliged to pay for what has already been supplied in all cases.
13. Our company reserves the right to view the agreement as dissolved lawfully or without any prior notice of default in the case of the insolvency, obvious incapacity and any modification in the customer's legal status.
14. In the event of a dispute the courts of the judicial arrondissement of Mechelen enjoys sole competency. All of the commitments entered into by our company are governed by Belgian law.