



GENERAL TERMS AND CONDITIONS

I. GENERAL CONDITIONS

Art. 1 GENERAL

1. The following conditions apply to any form of contact, cooperation, booking or order (in writing, by fax, e-mail or telephone) that is entered into with Production Solutions SRL (Head of seats: 1090 Jette, Chaussée de Jette 446 box 16 - Registration/VAT Number BE 0771.666.672). These conditions also replace those stipulated by the client, or expressly agreed upon.
2. The Company is authorized, at any time and without any notification other than their transmission with its next invoice, to modify these General Terms and Conditions. Such modifications shall apply immediately and automatically.
3. The fact that the Company does not enforce any clause of the General Terms and Conditions at a given time shall not be interpreted as a waiver of its right to enforce them.

Art. 2 OFFERS / PRICES / DESCRIPTIONS

1. All quotations and prices for rental, sale, performance or installation of goods are for information purposes only and are subject to change and typing errors. These are in no way binding on Production Solutions SRL. When quotations are drawn up, no account is taken of, or guarantee given regarding availability of goods or personnel.
2. Drawings, designs, illustrations, dimensions, weights and other data are only approximate descriptions. Any deviations from these, in whatever form, can never be invoked by the customer to refuse acceptance or payment, or to obtain cancellation or claim damages.
3. Unless otherwise agreed in writing, all engagements—whether for full, partial, or travel days—shall be invoiced at the full daily rate. A “day” is defined as up to eight (8) working hours, with a grace period of two (2) additional hours before overtime is charged. Overtime is calculated on the basis of the daily rate divided by eight (8). Hours worked beyond ten (10) hours and up to fourteen (14) hours shall be invoiced at one (1.5) times the hourly rate; and any hours beyond fourteen (14) hours at two (2.0) times the hourly rate. Any part of an hour worked is considered a full hour for billing purposes. These provisions apply to all on-site, travel, or preparatory work, unless otherwise expressly agreed in writing.

Art. 3 PAYMENT

1. All our invoices must be paid within 30 days of the invoice date, unless otherwise stated on the invoice.
2. Any late payment shall be subject to the application of the Law of August 2, 2002, on late payments, including for Clients who qualify as consumers.
If the Client is a consumer, any late payment will result, in addition to the application of late interest in accordance with the first paragraph, in a fixed compensation calculated as follows:
 1. € 20.00 if the remaining amount due is equal to or less than € 150.00;
 2. € 30.00 plus 10% of the amount due on the portion between € 150.01 and € 500.00 if the remaining amount due is between € 150.01 and € 500.00;
 3. € 65.00 plus 5% of the amount due on the portion exceeding € 500.00, with a maximum of €2,000.00 if the remaining amount due is greater than € 500.00.

If the Client is not a consumer, any late payment will result, in addition to the application of late interest in accordance with the first paragraph, in a fixed compensation of 10% of the outstanding principal amount, with a minimum of € 250.00.



- 3.** Allowed discounts expire in case of non-compliance with the general terms and conditions. In the event of non-payment, all payment terms shall lapse by operation of law and all invoices, even those not yet due, shall become immediately payable. In the event of non-payment, Production Solutions shall be entitled to discontinue all ongoing works and projects both in labour and in goods delivered.
- 4.** Production Solutions expressly reserves the right to assign the invoices to a third party. All additional costs associated with debt collection due to late payments shall be borne by the customer (e.g. lawyer, bailiff, debt collection, etc...).

Art. 4 APPLICATION OF LAW AND SECURITY

- 1.** Natural persons acting in the name and on behalf of a legal entity may be held jointly and severally liable if said legal entity fails to comply with its obligation towards Production Solutions SRL.
 - 2.** Any disputes arising from the application, interpretation or enforcement of the present General Terms shall be governed by and interpreted in accordance with the laws of Belgium, without regard to conflict of law principles.
- In the event of any dispute arising out of or in connection with this Agreement, such dispute shall be finally settled by the Belgian French speaking courts located in Brussels, Belgium.

Art. 5 PROTEST

Only complaints by registered mail, made within 8 days after delivery of the goods or after execution of the work, can be accepted.

Art. 6 PERMITS AND SUBSIDIES

- 1.** The client is always responsible for providing the necessary parking permits, passage tickets, occupying public areas etc... that are required during the entire duration of the event or during the execution of the works. Parking fees or fines resulting from this will always be charged to the client.
- 2.** Moreover, the client is solely responsible for obtaining any grants or subsidies to which they believe they are entitled. The Company cannot be held liable for the refusal of a grant or subsidy resulting from incorrect information provided by the Client.

Art. 7 LIABILITY

- 1.** The Company shall be automatically and without further formalities exempt from its contractual liability in the event of an occurrence preventing the normal continuation of its services or, more generally, in the case of Force Majeure.
- 2.** The Company shall not be held liable if the goods are stored by the Client under abnormal conditions or in a manner detrimental to their condition.
- 3.** The Client expressly acknowledges that the Company is its contracting party and waives the right to hold the members of its management bodies contractually or extra-contractually liable.

II. SPECIAL RENTAL CONDITIONS

Art. 1 RISK

The client is responsible for any damage, loss or theft of the rented goods during the period that the goods are in his possession (this period does not necessarily coincide with the rental period).



The client always remains responsible for any damage, vandalism or other possible forms of damage to the hired materials, regardless of the presence of Production Solutions SRL or its employees. This implies that the customer shall provide sufficient personnel or shielding, such that no accidental or intentional damage can be caused.

This liability remains valid without the possibility of invoking force majeure. The client is not obliged to do so, but it is recommended to take out the necessary insurance(s).

Receipt of materials (delivery or collection) is considered confirmation that they are in good condition and work properly.

The rented equipment may only be used by the client and its employees. The use by - or hiring out to - third parties is not allowed, unless explicitly stated.

Art. 2 DAMAGE

Production Solutions SRL has 5 business days to report any damage. This period must allow Production Solutions SRL to test the returned goods.

Damage to equipment will always be recovered from the client (this may also include aesthetic damage such as: ash and/or liquid on equipment, scratches, etc.). Costs for this vary by brand or supplier.

Broken or bent needles, defective lamps, speakers, damaged cables, etc... will always be charged (see also Art. 4 USE LIMITATIONS).

If the damage cannot be repaired immediately, the client will also be charged for loss of earnings at the rate of two daily rates per day, or per day started on top of any repair or replacement costs.

If the goods can no longer be repaired, compensation will be charged sufficient to replace the goods with equipment of equivalent value at that time.

Art. 3 RENTAL PERIOD

The rental period stated in the delivery note or contract shall be strictly observed by the hirer.

Lateness will lead to a compensation of twice the normal rental fees per day or per day started.

Art. 4 USE LIMITATION

The goods will be used by the client in areas that are completely water- and windproof. If the goods are collected by the hirer himself, they will only be transported in a closed truck, van or trailer.

If the equipment is picked up, set up or operated by the client itself, it is assumed that the client or actual user has the necessary knowledge and physical strength to safely handle, set up, operate or program the equipment. Damage due to overloading or improper use to e.g. mixing desks, speakers, dimmers, stands etc... and the resulting consequences are entirely the responsibility of the client.

Equipment mounted in a flight case (eg: sets such as flight case with mixing desk, amplifier rack, CD players, controllers, speakers, etc.) will not be disassembled and / or removed.

Only light fixtures, light effects, complete speakers may be removed from their transport cases for use. Under no circumstances may equipment be opened by persons other than authorized technicians and without permission of Production Solutions SRL. Violations will result in a compensation of five times the normal rental fees.

Cables must be rolled up properly, materials must be returned in normal condition. For conditioning and/or cleaning of the cables and materials, €65 will be charged per started hour.

Art. 5 BACKUP

In the event of technical problems with the rented equipment, Production Solutions SRL will, within its own capacity, attempt to replace the equipment.

Production Solutions SRL cannot be held liable under any circumstances for damage resulting from incorrect use by the client.



If the equipment is collected by the client, support is only provided by telephone. If on-site support is required, this will be charged to the client. The necessary fee for support to be paid to Production Solutions SRL will be determined in relation to the technician called and travel.

Art. 6 NOISE POLLUTION

Production Solutions SRL is not liable for any complaints regarding noise pollution. If equipment is operated by Production Solutions SRL, the sound level shall at all times be maintained at a level deemed appropriate for the event.

If there is a legal request to lower the level, Production Solutions SRL will comply; if the organization judges otherwise, Production Solutions SRL rejects any form of responsibility.

Production Solutions SRL is not responsible for any damage whatsoever caused by the sound equipment used. Examples include cracked windows, collapsed system ceilings, hearing damage, regulatory fines, etc. If a particular noise standard is to be used, this must be communicated well in advance.

Permit applications and (costs for) installation of noise meter(s) are at the expense of the organiser.

Art.7 ACCESS / SPECIAL CONDITIONS

All goods and equipment must always be accessible to Production Solutions SRL or its employees. The organization always provides access to the event to employees from Production Solutions SRL, regardless of the type of event.

At all times Production Solutions SRL or its employees can have the event shut down, if in their opinion this is necessary in case of e.g. safety, weather conditions, vandalism, etc.

Art. 8 PERMITS

The organizers of the event are always responsible for applying for any permits/authorizations needed for the event. (e.g. SABAM, noise pollution, testing, etc.).

Art.9 COMPENSATION

The client has no claim to any form of compensation or non-payment of the invoice, resulting from e.g. late delivery of goods, non-functioning or malfunctioning of goods (see also Art. 5 - BACK-UP), delivered creative or technical performances by DJ or technicians, force majeure, etc.

Art.10 EXTRA CONDITIONS

Production Solutions SRL reserves the right to specify additional conditions at any time. These can be of a technical nature (min. power supply, enlargement of the stage, covers, etc.), logistical nature (e.g. accessibility of the stage, extra helpers, etc.), etc. and will be specified in advance at the time of booking.

For longer performances, adequate meals and beverages or sleeping facilities for technicians are also expected to be provided.

Art. 11 CANCELLATION

Cancellation of booked goods or services will always incur cancellation fees.

As a rule, these costs are 25% if the cancellation is made 1 month before the event, 50% if the cancellation is made 14 days before the event, 75% if the cancellation is made 7 days before the event, and 100% if the cancellation is made within 2 days before the event. This always with a



minimum of € 125. Only when thorough reasons are shown, it is possible to deviate from the previous rule.

External costs incurred by Production Solutions SRL, such as hired goods or technicians, shall always be charged at 100%.

Art. 12 REBOOKING / CHANGES AFTER CONFIRMATION

When a confirmed event, either location or date, is rescheduled, a re-booking fee may be charged. The standard fee is 10% of the confirmed offer, with a minimum of € 125.

If, due to changes made by the client, the final amount is more than 25% below the agreed quotation, a rebooking fee of 15% will be charged with a minimum of € 250. If Production Solutions is unable to guarantee availability due to scheduling changes, this shall be deemed a cancellation by the customer. (Art. 11 CANCELLATION)

Exceptions to the foregoing rules are only possible if thorough reasons are demonstrated.

III. SPECIAL CONDITIONS OF SALE

Art. 1 OWNERSHIP

The delivered goods remain the property of Production Solutions SRL until full payment has been received, yet after delivery they are entirely at the risk of the customer.

Art. 2 GUARANTEE

On the sale of second-hand goods or ex-demo, there is no warranty of any kind, either explicitly stated otherwise or guaranteed by official transfer from the manufacturer or importer.

Warranty on sale of new goods is guaranteed only to the extent guaranteed by the manufacturer or importer.

For other visible or hidden defects, Production Solutions SRL is not liable. Production Solutions SRL can under no circumstances be held liable for manufacturing defects or any consequences thereof. Warranty on delivered works, installations or repairs applies for a period of 1 month, unless explicitly stated in writing by Production Solutions SRL. Production Solutions SRL will solve technical problems during this period, only if they arise from technical errors made by Production Solutions SRL. In no event shall the customer be entitled to any compensation under any form whatsoever.

Transport of goods for repair, whether or not under warranty, shall always take place at the expense and risk of the customer.

Work performed by Production Solutions SRL for the replacement or disassembly of equipment under warranty shall always be charged to the customer.

Art. 3 ORDERS

If an assignment or order cannot be carried out for reasons of force majeure, the client shall not be entitled to compensation for damages in any form whatsoever.

IV. INTELLECTUAL PROPERTY RIGHTS

Unless otherwise agreed in specific terms and conditions, all intellectual and creative property rights to all software, designs, documentation, reports, quotations, plans, sketches, 3D renderings,



design work, etc... as well as preparatory materials thereof, shall remain the property of Production Solutions SRL at all times.

This condition commences at the quotation stage.

If the client decides, on the basis of detailed quotations or designs made by Production Solutions SRL, to have the projects carried out by another partner - whether for hire or sale - a quotation fee or design fee will be charged in function of the already performed work, according to market rates. This with a fixed minimum of € 500 plus possible legal costs.

V. CONFIDENTIALITY

Art. 1 Confidential information

"Confidential information" means all information - whatever its form - originating from one of the two parties and not publicly known.

It is agreed that "confidential information" does not mean information obtained by any of the following means:

- Information that - at the time of disclosure - is part of the public domain.
- Information which - after disclosure - enters the public domain, except in case of breach of contract.
- Information that can be shown to have been known to the interested party.
- Information communicated to the interested party by third parties, to whom this is permitted and who have not imposed obligations of confidentiality on the interested party.

Art. 2 Reason for disclosure

The parties agree, both during and after the term of this agreement, not to disclose, use, reproduce or permit the use of confidential information disclosed to them for any purpose other than that for which it was disclosed. Even in these latter circumstances, the prior written consent of the other party will be required, with guarantees that confidentiality and secrecy will be maintained vis-à-vis third parties.

Parties agree to:

To allow access to the information only to those for whom the disclosure and access to the information is absolutely necessary to carry out the obligations towards each other

Ensure that these employees have acknowledged the confidential and secret nature of the information before the information is disclosed to them.

The parties accept full liability for this confidentiality and will indemnify each other against any improper disclosure or use of the "confidential information" by their employees in application of this agreement.

Art. 3 Confirmation of ownership

The parties acknowledge and accept that the information disclosed is proprietary and could be eligible for intellectual protection rights.

The parties hereby expressly waive the possibility of invoking any right in this regard and of using the information to apply for an intellectual protection right.

VI. DATA PROTECTION

1. The Company processes the Client's Data within the framework of its contractual relationship with the Client.



The personal data provided by the Client is processed in accordance with the provisions of the GDPR.

In this regard, the Company collects and processes the following Client Data: identification, contact, and billing information (name, surname, address, email, company registration number if applicable, bank details, and insurance details).

2. The Company processes and retains the aforementioned Data for the following purposes: contractual liability or litigation, tax and accounting obligations, execution of the contract concluded with the Client, and customer administration.

3. The Client's Data shall be retained for a period of ten years from the end of the contractual relationship.

4. The Client has the following rights regarding the protection of their Data:

- Right to rectification: correction or update of the Client's Data;
- Right of access: the Client can access all information concerning them regarding (i) the categories of Data collected, (ii) the purposes for which the Data is used, (iii) the categories of recipients of the Data, (iv) the retention period of the Data, and (v) information about its source;
- Right to erasure: the Client has the right to request the deletion of their Data;
- Right to restriction of processing: the Client has the right to request that the processing of their Data be limited;
- Right to object: the Client has the right to object to the processing of their Data;
- Right to withdraw consent: the Client has the right to withdraw their consent to the processing of their Data;
- Right to data portability: the Client has the right to request, when technically possible, that their Data be returned to them or transferred to a third party.

5. The Client's rights may be exercised as follows:

By sending an email to the following address: accounts@productionsolutions.be

By sending a letter to the following address:

Production Solutions SRL

Chaussée de Jette 446 box 16
1090 Jette

If necessary, the Client may also file a complaint with the Data Protection Authority:

Data Protection Authority

Rue de la Presse, 35

1000 Brussels

<https://www.autoriteprotectiondonnees.be/citoyen/agir/introduire-une-plainte>

Tel.: +32 (0)2 274 48 00

Email: contact@apd-gba.be