

## **General terms and conditions of sale, rental and service of the company**

### **Géné-Electra SPRL/BVBA**

#### **Art.1 : Field of application**

1.1 Only the present general terms and conditions are applicable between Géné-Electra and the client, who commits himself irrevocably to comply with these general terms and conditions from the moment that he has placed an order. They replace and cancel all other previous general or specific terms and conditions of the client, who acknowledges to have examined all other elements from the present contract as well as its scope and applicability.

1.2 Every infringement on the present general terms and conditions will automatically and legally lead to the immediate cancellation of the sales or rental contract and of the right to use, of whatever kind, a part or the whole of the equipment possessed by the client or by a third party related to him.

#### **Art. 2 : Quotations - Orders - Modifications**

2.1 Our quotations are not fixed by contract.

An agreement made by one of our agents or representatives will only be valid upon its ratification by our company's business manager.

2.2 An order will not be valid until the official order form duly signed by the client has been received and the advance as agreed upon in the rental terms and as stated in the quotation has been paid.

2.3 Each modification to this contract or this sales agreement needs to be recorded in an appendix to the basic contract, duly signed by the client and approved by Géné-Electra, before it can be accepted and take effect.

#### **Art.3 : Ownership of the rented equipment**

3.1 All the equipment made available for rental purposes by Géné-Electra is and remains in possession of Géné-Electra and is exempt from seizure.

3.2 The tenant commits himself to immediately notify the renter by registered letter if a part or the whole of the rented equipment:

a) has been seized by a third party. The tenant also commits himself to notify the entity levying the seizure of the fact that the equipment is owned by the renter.

b) is involved in an accident with personal injury or equipment damage or in a civil, criminal legal procedure.

c) has been claimed, borrowed, stolen or damaged for whatever reason.

Any lawsuit and all of the resulting costs will be at the expense of the tenant. However, the tenant will have to provide all the documents and details to the renter if he considers that it is necessary.

#### **Art. 4 : Price**

4.1 All prices in our quotations of rental or sale are denominated in Euro and excluding VAT.

4.2 If a payment is made in a currency other than Euro, the client will bear the exchange conversion costs. Costs related to the exchange and/or use of Belgian or foreign instruments of payment will be at the expense of the client and will be invoiced if necessary.

4.3 Only the prices mentioned in our quotations commit the company of Géné-Electra. Unless otherwise stated, our prices are established without discounts or commission.

**Art.5 : Validity**

Unless otherwise stated in written, all our quotations are valid for 30 days.

**Art. 6 : Payment**

6.1 Without a prior written approval, our invoices are payable net upon receipt.

6.2 Furthermore, the management reserves the right to request advances or early payments.

6.3 If specific payment terms have been negotiated, they will expire legally and without prior notice by the simple act of not complying with a due date or an interim payment and the entire amount will be immediately due, increased by the interests and costs as specified below.

6.4 When collecting the equipment in our offices, the entire rental fee, the VAT amount and the deposit will be paid in cash upon reception.

**Art. 7 : Overdue accounts**

7.1 If a payment is not made within the agreed period, the amount will be increased by a penalty clause of 15% with a minimum of € 200 and back interests of 15% starting from the invoice date, both legally and without notice.

7.2 If, in the event of a partial delivery, the agreed payment is not made, Gén -Electra reserves the right to suspend or cancel the remaining deliveries, without detracting from its entitlement to compensation.

**Art. 8 : Advances – Instalment payments**

8.1 If advance payment is covered by the contract, the simple act of not paying this amount within the agreed period will legally have a suspensory effect in favour of Gén -Electra.

8.2 In case of instalment payments, every late payment with regard to the agreed instalment will result in the suspension of every obligation on behalf of Gén -Electra, who will furthermore have the right to submit a claim for compensation for non-compliance with the contract.

8.3 If an advance is not paid within the agreed period or if the agreed procedures for instalment payments are not followed, the time and dates of execution will at least have to be reconsidered legally. Any price increase that has been implemented in the meantime, will be applied.

**Art. 9 : Cancellation**

9.1 Any order cancellation will lead to a compensation, which can amount to 100% of the planned reservations, with regard to the circumstances.

In the event of a partial or entire cancellation, served within 3 calendar days before the planned date of delivery, the entire amount of the order will be due, including the costs of the services supplied and VAT.

9.2 In the event of a partial or entire cancellation, served within 8 calendar days before the planned date of delivery, 50% of the entire amount of the order will be due, including the costs of the eventually services supplied and VAT.

**Art. 10 : Collection and return in our offices**

10.1 When collecting the equipment in our offices, the collection will take place in exchange for the official order form for companies registered in our database. In the absence of this order form, the client will have to pay the entire amount of the rented equipment in accordance with article 6.3 of the present terms of rental and sale and hand over a copy of his identity card. Gén -Electra also reserves the right to request a copy of the driving licence.

10.2 The acceptance of the equipment by the client acknowledges de facto the existence and the acceptance of the contract of rental or sale, as well as the relevant general terms and conditions. This acceptance does not exempt the obligation on behalf of the client to test all the devices. All of the equipment that is taken will be considered as in good condition and in accordance with the order.

10.3 The condition of the equipment is in accordance with its use as it is intended for and free of defects. In the event of a defect or malfunction, the clients will inform Gén -Electra immediately in writing within 24 hours after its collection. After the expiry of this period, complaints will no longer be taken into consideration.

10.4 The equipment has to be returned by the client in the same working condition it was in upon its collection. Gén -Electra has a period of 48h after the return of the equipment to verify if it is functioning correctly.

10.5 Cleaning of soiled equipment, as well as any necessary repairs after its return will be invoiced to the client within 20 days after the return of the equipment and will be paid cash.

**Art 11 : Deposit**

Upon every collection in our offices for rental purposes, the client will be asked to pay a deposit of minimum 200 . This amount will be reimbursed to the client after the return and inspection of the equipment.

**Art 12 : Transport**

In the event of both sale and rental, the equipment will always be transported at the client's risk and expense.

**Art. 13 : Use of the equipment**

In the event of sale or rental of equipment without technical assistance, the client declares that he is perfectly aware of how to use the equipment and commits himself to use it with due diligence. The client is liable for the consequences of the use of the renter's equipment vis- -vis third parties if he decides not to be assisted by one of Gén -Electra's technicians. Both the client and anyone using the equipment on his behalf and under his liability, commits himself not to make any changes to or perform any repairs on the rented equipment without prior approval of Gén -Electra. If necessary, the client will store faulty parts with a view to assessment. Replacing a faulty part can, under no circumstances, lead to a cancellation, nor serve as a pretext to submit a claim for compensation or for a reduction of the rental price.

**Art. 14 : Rental duration**

By default, the rental duration is expressed in terms of days and covers a time span from 9AM to 9AM. The rental duration can cover several days and comes with a mutual agreement prior to the delivery of the equipment. The client will be held liable for the damages lead by Gén -Electra and her customers because of an unfounded delay upon returning the equipment within the agreed time frames. Each late return of equipment will be invoiced additionally.

**Art. 15 : Transfer of ownership in the event of sale**

The transfer of ownership will not take effect until the entire equipment has been paid, even in the case that the equipment has been installed or rebuilt. Meanwhile, the client can, under no circumstances, sell or pledge the equipment to a third party. However, the buyer will bear all risks related to the equipment from the time of delivery on, even in the event of circumstances beyond one's control or an accidental event.

**Art. 16 : Delivery times**

The delivery times mentioned in our quotations are purely indicative and do not commit Géné-Electra in any manner whatsoever. A delay in delivery can, under no circumstances, hold us liable or lead to compensations, penalties, partial or entire contract cancellations without our prior agreement in written. Furthermore, we will not accept liability in the event of a delay of our staff with respect to the delivery of services.

**Art. 17 : Circumstances beyond one's control**

Circumstances beyond one's control occur when it is impossible to execute sales agreements or orders and when the circumstances enable us to simply cancel or suspend them for the remaining part. These circumstances are: whole or partial mobilisation, war, every other military operation, supply difficulties for the seller or his suppliers and in particular whole or partial strikes, transport delays, etc.

**Art. 18 : Liability and insurance**

18.1 The client is held liable for any kind of damage, loss or theft of equipment, which has been put at his disposal. The client needs to be insured for the original price of the equipment.

18.2 The client will also take on all the necessary insurances related to the service provided by the staff of Géné-Electra at his own expense.

18.3 For all services provided out of the European Union, the client will make sure that he takes an insurance, which protects Géné-Electra's equipment against any type of seizure or confiscation, as well as theft, loss or destruction, for whatever reason.

18.4 In the event of damage to or theft of the equipment, the contract with Géné-Electra will not be suspended and will remain effective, pending its repair or replacement. The insurance companies will pay the necessary compensations directly to the renter.

18.5 The client commits himself, in any which way, not to hold Géné-Electra liable in the event of damage or accidents that may result from the use of the rented equipment. If the renter is being held liable, it will be limited to the amount of the rented equipment and this could, at most, lead to the reimbursement of the rental amount of the equipment. When this amount is exceeded, the tenant will decide not to appeal against the renter.

18.6 In the event that Géné-Electra is entrusted with the recording of audio or video of an event, it refuses every form of liability if a recording should fail, for whatever reason. If Géné-Electra is being held liable for the failure of the recordings, it will be limited to the amount of the rented equipment and this could, at most, lead to the reimbursement of the rental amount of the equipment. When this amount is exceeded, the tenant will decide not to appeal against the renter.

### **Art 19 : Availability**

Géné-Electra's rental quotations are always subject to availability.

Géné-Electra can replace the references on its quotations by similar ones, without notice and without compensation of any kind.

The client will not decide to appeal whenever the ordered equipment should not be available or when it is being replaced depending on its availability.

### **Art 20 : Copyrights**

Royalties are at the client's expense.

A client who rents equipment with or without technical assistance from Géné-Electra's staff is presumed to possess the necessary rights to record or to distribute. The client indemnifies Géné-Electra explicitly against any kind of liability with regard to copyrights and commits himself to pay the costs for any claim for compensation regarding copyrights, including penalties and possible taxes.

Royalties as part of the execution of services by Géné-Electra that could be claimed by SABAM or any other organisation or private person on the subject of copyrights, are at the client's expense.

### **Art 21 : Intellectual property**

21.1 Projects, studies, plans and quotations established on the request of the client remain the full property of Géné-Electra and can, under no circumstances, be used, replicated, distributed or sold without prior approval by Géné-Electra in written.

21.2 Unless otherwise stated in written, Géné-Electra also retains the right of ownership with regard to the images and sound recorded by Géné-Electra's staff or its subcontractors, as part of the service ordered by the client.

### **Art. 22 : General**

22.1 Within the context of a rental or sale agreement with delivery, the client will authorize and facilitate the access to the place of delivery and/or provision of services for Géné-Electra's staff and vehicles.

22.2 When an order with provision of services is placed, all relocation, customs, parking costs as well as restaurant and accommodation expenses are at the client's expense.

22.3 Any form of taxes and expenses that might be due when using the rented equipment are at the client's expense.

22.4 Unless otherwise previously stated, the client will allow Géné-Electra to take pictures and videos during the provision of services for personal advertising purposes, without financial compensation.

22.5 Géné-Electra does not accept any responsibility in the event of loss or total or partial damage of digital media consigned to Géné-Electra for exhibition and presentation purposes.

22.6 When renting equipment for simultaneous interpreting with or without technical assistance, delivery and collection of individual infrared receivers are at the client's expense.

The amount of € 250 will be invoiced for every missing infrared receiver.

22.7 When renting a voting system with or without technical assistance, delivery and collection of individual voting controllers are at the client's expense.

The amount of € 120 will be invoiced for every missing voting controller.

22.8 When renting a Tour Guide or Infoport system from Sennheiser, the amount of € 450 will be invoiced for every missing stethoscope.

**Art. 23 : Objections to an invoice**

To be admissible, every objection to an invoice has to be sent by registered letter and with acknowledgement of receipt to the hirer within a period of seven days after its date of issue.

**Art. 24 : Disputes**

For all disputes between the parties, only the justice of the peace court of Brussels, or the court of first instance or the commercial court, both based in Brussels and in the French language, if possible at the choice of Géné-Electra, are competent. The Belgian legislation shall be exclusively applicable. The French version of this text has priority on the English and Dutch translations.

---

**Géné-Electra Sprl.**

Rue Steyls 100, 1020 Bruxelles. 02/425.25.06

info@gene-electra.com www.gene-electra.com

TVA : BE0 413 118 050. BANQUE AXA : BE04 751 2004108 31 BIC AXABBE22