

ORGANIC SA/NV. General terms and conditions

General terms and conditions for renting or buying our products. The 'seller' mentioned below is Organic nv.

1. General points – derogations

The current general terms and conditions for sale and rental are applicable to all orders made with us. The client accepts the current general terms and conditions for sale and rental on placing an order. The derogations, including those which appear on the client's documents, are opposable only by means of written confirmation on our behalf. In this case, the current conditions continue to apply for all the points for which the contrary is not expressly stated.

2. Reservation of title

The seller retains ownership of the merchandise until the complete payment of the amounts agreed on by contract has been made. The risks are the responsibility of the buyer. The down payments made may be kept to cover possible losses in the event of resale. In the case of the resale of merchandise – even transformed – belonging to the seller, the buyer immediately assigns all receivables to the seller resulting from their resale. The client assumes full responsibility for the rented merchandise: he is answerable for any deterioration or destruction, even due to unforeseeable circumstances or force majeure.

3. Complaints

Complaints concerning sales will only be admissible if they are made within eight days of receiving the merchandise and invoices. By derogation, the deadline will be extended to 15 days for consumer sales. For consumer sales, the current conditions refer to mandatory law provided for in articles 1649 bis to 1649 octies of civil law. Complaints must be sent by registered post. Complaints concerning rentals will only be admissible: * In the case of assembly by the company Organic SA/NV, on condition that they are addressed to our assemblers at the time of assembly and are confirmed by registered post on the next working day following assembly; *In the case of the collection of merchandise by the client, on condition that they are sent by registered post on the day following the collection of merchandise in our workshops. If the complaint is recognized as being justified, our obligations will be limited exclusively to the replacement or free repair of merchandise delivered or of its defective parts, without being obliged to provide any sort of compensation for any charge whatsoever. A possible fault in merchandise sold or provided for rental does not exempt the client from paying the invoice but authorises him only to deduct the cost of the rental or sale without any question of additional damages and interest, as long as it has been sufficiently established that the said fault is our entire responsibility and that it was not corrected.

4. Payment

Unless other stipulations have been expressly accepted by the company Organic SA/NV, the payment of our invoices must be made in cash and in full. Any late payment gives us the right to terminate the contract for the unexecuted part without prejudice to all damages and interest. Each supply constitutes a distinct operation and we do not accept any automatic compensation on the basis of return, dispute, contesting, etc, unless we have given our express agreement. However, in the case of bankruptcy, collapse or application for a composition on behalf of our debtor, compensation will apply automatically without any formalities required. Non-payment at the settlement date of an accepted bill makes all our other accounts receivable with the buyer payable by rights.

5. Penalties for late payments

Invoices which are unpaid at their settlement date are interest bearing at a rate of 1% per month automatically and by rights, without prior formal notice. Furthermore, in the event that an invoice is not paid within the eight days following a formal notice, the amount will be increased by fixed compensation of 15% with a minimum of 125 euros, to cover administrative costs and the loss of circulating capital.

6. Plurality of contracting parties and joint and several liability

In the case of an order made by another party, the party which makes the order is severally liable with the beneficiary of the order for all resulting obligations. Likewise, if the order is invoiced on the client's request to another person, both are severally liable for the payment and all obligations resulting from the order.

7. Cancellations

The lessee may cancel a contract on condition that: * it is done by registered post; * he pays simultaneously as damages and interest: • 125€ administrative fee if the cancellation occurs between confirmation and 6 months prior to event date • 55% of the amount if cancellation occurs between 6 and 2 months of prior installation/build up date • 75% of the amount if cancellation occurs between 2 months and 48h hours prior installation/build up date • 100% of the amount if the cancellation occurs less than 48 hours prior to installation/build up date. Even if the lessee cannot use the rented material, regardless of the reason, the cost of the rental is due in full. The down payment is also due. In contracts concluded with consumers, the rental agent may cancel the contract under the same conditions.

8. Responsibility of parties

The rental agent's material is covered by the latter only for the rental agent's own civil liability for its use. The lessee is responsible for the supervision and protection of the rented material as soon as the first material arrives and until the rest of it has been collected. He will take all necessary measures to ensure that the material remains in good condition, by avoiding acts of vandalism and theft. He will take all required measures to protect it against fire: signal system, extinguishing material, emergency call, police measures to enforce among the public, etc. He will ensure that the tent remains closed in the case of wind. In the case of snow, the lessee must immediately switch on a heating device to melt the snow on a permanent basis; with more than 3cm of snow there is a risk of collapse, and the lessee will be responsible for the damage caused by the non-observance of this clause. He will take the required measures to draw attention to the material if it has to be placed on public land or in passages. The lessee's responsibility comes into play for everything concerning the use of the rented material: he is fully responsible in particular for accidents involving people or damage to goods resulting from the use or enjoyment of the rented objects. Partial or total dismantling or the moving of mobile material is for bidden without prior authorisation, and in any event is under the exclusive responsibility of the lessee. The lessee will take all required measures so that in the event of a storm or malicious intent, he may tighten all of the tents' ropes and drive the pegs in deeper or move them if absolutely necessary. He will notify the rental agent of this as soon as possible.

9. Assembly and sites

The lessee must obtain all necessary authorisations for the agreed date of assembly. The lessee must be present to indicate the location of the assembly and to answer all questions concerning the authorisations and dangers related to the site. The rental agent or his representatives must be able to access the rented material on a permanent basis day and night. During the events, passes will be available to the rental agent. In no case shall the rental agent's staff or lorry carry out other transport activities or works for the lessee. If the lessee's staff are not present when the lorry arrives, the rental agent's staff will wait for a maximum of four hours. The lessee will be billed for these hours, workers and lorries. Beyond the four-hour limit, the rental agent may send his staff, material and lorries back to the warehouse, with the rental being payable immediately. In the event that the site is not stable, the cost of releasing the vehicles and material shall be borne by the lessee. The damage caused to the site is also the responsibility of the lessee (subsidence, ruts, damaged plantations, etc). The ground must be fully cleared and clean, and must not consist of any unevenness other than that indicated during the signing of the contract. When the stability of our structures is ensured

by anchorage pins driven into the ground or by deadweight laid on the ground, the lessee is responsible for obtaining information from the appropriate authorities in order to ensure that there is no risk of damaging the underground gas, water, electricity, telephone, etc. networks. Any damage caused to the site and its facilities is the responsibility of the lessee. On the assembly sites for the tents, it must be possible for anchorage pins to be driven into the ground by normal hammering: the presence of hard layers underground or on the surface, such as concrete, must be reported before the contract is signed. The same applies when the site does not provide the necessary resistance for the pegs (marsh, sand, etc). The lessee shall be billed if incomplete clearing causes delays during the dismantling of the material (prolongation of the rental, additional travel, longer working hours, etc).

10. Rented material

The lessee is responsible for checking the merchandise during its collection, delivery and assembly, thus indicating full approval of the said merchandise and its perfect condition. It is the lessee's responsibility to ensure the maintenance of the delivered material and in particular to avoid any damage. The lessee is responsible for any damage to the rented material resulting from storage, assembly, operation or inadequate use on his behalf. The material shall be returned to the rental agent in a perfectly clean state. Any cleaning or maintenance costs shall be borne by the lessee if this is not the case. It is forbidden to nail, staple, screw or saw the paneling and tarpaulin, to paint it or mark it permanently, or to hide or remove the rental agent's advertising, unless otherwise stipulated when the contract is signed. Regardless of who is in charge of the transport of the hired goods, the rental period begins on the day when the hired goods leave the rental agent's warehouses. Rentals are counted in three working-day periods including the day of delivery and day of return. Any additional day begun is payable in full at the same rates.

11. Deadlines - force majeure

Except for gross negligence, the rental agent is exempt from all responsibility in the execution of the present contract, in particular as regards dates indicated. The delivery and execution dates are always provided as an indication. We shall not pay any damages and interest if these dates are not respected. The rental agent escapes liability in cases of force majeure, with no right to compensation on behalf of the lessee as regards the delivery of the rented material, giving the rental agent the right to cancel the contract. Cases of force majeure include war, mobilisation, strikes, riots, rebellions, accidents, sickness, disasters, floods, fire, storms, damage, destruction or loss of material during transport, extraordinary circumstances such as the prevention from exporting or importing, preventive measures on behalf of any authority, or interruptions in the provision of electricity or fuel. Generally speaking, this includes any unforeseen event preventing the launch (in this case the down payment is reimbursed immediately) or continuation of the normal execution of the contract, including all obstacles which increase the cost or difficulty of the execution of the contract. The current general terms and conditions for rental are also available online at www.organic-concept.com

12. Jurisdiction

In the case of dispute, only the court of Anvers and Belgian law shall have jurisdiction