



# General Terms and Conditions

## ARTO S.A.

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## 1 General provisions

These general terms and conditions (hereinafter “the Terms & Conditions”) apply to all sales, rentals and services carried out and provided by ARTO S.A. (hereinafter “ARTO”) on behalf of its customers (hereinafter “the Customer”), unless a prior written exemption has been accepted and granted by ARTO.

These Terms & Conditions, whether set out in or attached to letters, price quotations, invoices or any other document, will be deemed to have been accepted in full by the recipient without objection. These Terms & Conditions will take priority over those of the Customer, unless a prior written exemption has been accepted and granted by ARTO. The fact that ARTO does not enforce a provision of these Terms and Conditions at any particular time cannot be construed as a waiver of its right to enforce said provision at a later date.

These general Terms and Conditions are drawn up in French. In instances where they are translated into one or more foreign languages conditions, the French wording alone will prevail in the event of a dispute. Any translated version is provided for convenience purposes only and will not take precedence over the original French version.

Should any provision or part of a provision of these Terms and Conditions be found to be invalid, this will not affect the validity of the remaining provisions.

### 1.1 Lead times

Price quotations provided by ARTO are valid for the period stated in them, or, failing that, for fifteen (15) calendar days.

The Customer’s order will only become binding on ARTO once it has been accepted in writing and the deposit has been paid. The price quotation or estimate forms an integral part of the contract and sets out, where applicable, the specific Terms and Conditions applying thereto.

Delivery will be made to the location agreed between the parties. Unless agreed otherwise, delivery will be deemed to have taken place at ARTO’s registered office.

Any changes requested by the Customer will only be taken into account following ARTO’s express written consent and may result in a revision of the price quoted and/or delivery lead times.

### 1.2 Prices and terms of payment

Prices are stated in euros and do not include VAT. Any present or future taxes, levies or duties will be borne by the Customer.

ARTO’s invoices are to be paid at the company’s registered office in cash and without discount, or by bank transfer to one of ARTO’s accounts on delivery of the goods, unless stated otherwise in writing. The date of payment will be the date on which the account is credited.

The provision of services, or the collection or delivery of goods without payment, does not constitute tacit acceptance of a waiver of payment on collection or delivery.

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Any overdue payment will automatically and without notice of default result in the application of a late-payment interest charge of ten per cent (10%) per annum, as well as a fixed charge of ten per cent (10%) of the amount owed, with a minimum of seventy-five euros (€75). This is without prejudice to any legal costs incurred and the costs of any resulting proceedings.

Non-payment of an invoice by the due date will render all amounts owed to ARTO by the Customer payable immediately, even if they are not yet due.

### 1.3 Complaints

To be deemed valid, any dispute regarding an invoice must be made in writing within 8 calendar days of the invoice date.

No credit note will be issued unless all of the following conditions are met: (1) return of the defective items, (2) restatement of the invoice references (number and date), and (3) the written approval of ARTO after an assessment has taken place.

### 1.4 Termination and cancellation of the contract

The duration of the contractual relationship is specified in the price quotation issued by ARTO or in the contract.

If the contract is entered into for an open-ended period, it can be terminated at any time by each of the parties subject to compliance with a notice period of six (6) months.

If the contract is entered into for a fixed period, the Customer may only terminate the contract:

- By paying half of the total amount of the estimate (VAT included), on condition that the Customer has given notification to ARTO by electronic mail, with acknowledgement of receipt, at the latest fifteen (15) calendar days prior to the date scheduled for the service to be carried out.

The period of fifteen days stated above will be extended to one month in the following circumstances:

- The contract is for an amount (excluding VAT) equal to or greater than two thousand (2,000) euros,
- The services are carried out over a period equal to or longer than twenty-four (24) hours.
- By paying two-thirds of the total amount of the estimate (VAT included), on condition that the Customer has given notification to ARTO by electronic mail, with acknowledgement of receipt, at the latest eight (8) calendar days prior to the date scheduled for the service to be carried out.

The period of eight days stated above will be extended to fifteen (15) in the following circumstances:

- The contract is for an amount (excluding VAT) equal to or greater than two thousand (2,000) euros,
- The services are carried out over a period equal to or longer than twenty-four (24) hours.

Whatever the circumstances, ARTO reserves the right to consider the contract automatically terminated, without prior intervention through the courts and without prejudice to its right to claim damages, in the following cases:

- Insolvency: In the event of bankruptcy, court-ordered reorganisation proceedings or any other situation of insolvency on the part of the Customer, in accordance with the provisions of Volume XX of the Commercial Code.
- Failure to make payment: In the event of total or partial non-payment of the deposits or advance payments specified in the price quotation, following formal notice that has remained without response for five (5) working days.

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Under these circumstances, ARTO is released from any further performance or services and may claim compensation for breach of contract.

### 1.5 Force majeure

ARTO cannot be held liable for any total or partial failure to fulfil its obligations, nor for any delay in their fulfilment, if such failure is due to force majeure, the actions of a third party or unforeseeable circumstances.

The following are expressly considered to be cases of force majeure, although this list is not exhaustive: strikes (total or partial), lockouts, epidemics and pandemics, floods, fires, terrorist attacks, local bylaws or other events.

### 1.6 Limitation of liability

Any damages that may be claimed from ARTO are limited to the direct loss suffered and established in due form by the Customer. ARTO accepts no liability for consequential damages. These are understood to include, in particular, financial or commercial losses, or the slowdown or interruption of the customer's business activities.

### 1.7 Intellectual Property and Copyright

ARTO retains exclusive ownership of all its intellectual creations. Performance of the service and provision of the deliverables do not entail any transfer of intellectual property rights to the Customer, unless expressly agreed otherwise in writing.

The term "intellectual creations" is understood to mean, in particular: set designs, stage direction, visual and audio designs, videos, animations, special effects, as well as any original content developed by ARTO.

ARTO grants the Customer a non-exclusive, personal and non-transferable licence. This licence is strictly limited to use of the works within the professional context defined by the service contract. Any use outside this framework, as well as any modification, adaptation, alteration or rearrangement of ARTO's creations, is strictly prohibited without prior written consent.

### 1.8 Subcontracting

Without prejudice to the application of the General Data Protection Regulation (GDPR), ARTO is expressly authorised to entrust the performance of all or part of the services covered by the contract to one or more subcontractors (natural persons or legal entities), without the need for prior notification or the Customer's consent.

ARTO remains the Customer's sole point of contact and remains responsible for the proper performance of the services entrusted to its subcontractors, in accordance with the terms of the contract.

### 1.9 Protection of personal data (GDPR)

ARTO processes the Customer's personal contact data in accordance with Regulation (EU) 2016/679 (GDPR).

Data is retained only for as long as is strictly necessary to fulfil these purposes, plus any statutory limitation periods that may apply. The Customer has the right to access, rectify, erase and transfer its data. This right may be exercised by sending a written request to ARTO's registered office.

### 1.10 Applicable law and courts with jurisdiction

These Terms and Conditions are governed solely by Belgian law.

Any dispute relating to their interpretation or performance falls within the exclusive jurisdiction of the French-speaking courts of the judicial district of Walloon Brabant (Nivelles).

### 2 Special conditions that apply to sales contracts

#### 2.1 Delivery and retention of title

Goods delivered remain the exclusive property of ARTO until full payment of the principal, interest and charges has been made. Until such time, the Customer may not sell, pledge or alter said goods.

Delivery lead times are provided for information purposes only. Any delay in delivery will not, under any circumstances, justify either cancellation of the order, refusal of the goods or a claim for compensation, except in the event of proven gross negligence or wilful misconduct on the part of ARTO. Any delivery, even if carriage paid, will not be made at ARTO's risk in any way.

#### 2.2 Complaints

Any complaint or dispute regarding compliance or visible defects of the goods must be submitted in writing to ARTO no later than eight (8) calendar days following delivery. Once this period has expired, the delivery will be deemed to have been accepted without reservation. Spare parts are always delivered "carriage forward" (i.e. carriage to be paid by the Customer) and on a cash-on-delivery basis.

#### 2.3 Warranty

Any warranty is strictly limited to the warranty provided by the manufacturer and will not exceed a period of six (6) months under any circumstances. No warranty is granted on previously used equipment. Any warranty is limited exclusively to repairs carried out by ARTO or by a third party appointed by it.

Any warranty is limited exclusively to repairs carried out by ARTO or by a third party appointed by it. The Customer may not demand replacement with a new device; standard replacement only may be considered and this will be at ARTO's discretion.

Any warranty will automatically be rendered null and void if assembly, installation or any attempt at repair has been carried out by the Customer or a third party not authorised by ARTO.

Goods returned under warranty must be sent carriage paid (at the Customer's expense). The return shipment following repair will be despatched "carriage forward".

#### 2.4 Administration charges

For any order totalling less than fifty (50) euros excluding VAT, a flat-rate administrative fee of fifteen (15) euros, excluding VAT, will be charged in addition.

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### 3 Special conditions that apply to hire contracts

#### 3.1 Ownership and use

Hired equipment remains the exclusive and unseizable property of ARTO. The hirer is responsible for the equipment from the time it is made available. The hirer undertakes to use the equipment for its intended purpose, acting with care and diligence, and to allow ARTO staff access to check its condition. ARTO reserves the right to cancel the contract with immediate effect if the safekeeping of the equipment cannot be guaranteed.

#### 3.2 Insurance

The hirer is required to take out a "Fully Comprehensive" insurance policy covering the equipment at its new replacement value. This cover must include theft, vandalism, bad weather, fire, riots and force majeure. ARTO may demand to see a copy of the policy at any time. To this end, on written request from the Customer, ARTO undertakes to provide, a detailed list specifying the insured value of each item of equipment made available.

#### 3.3 Warranties

Equipment is supplied in perfect working order and complies with the relevant standards. By accepting the equipment without reservation at the time of collection or delivery, the Customer acknowledges its compliance. As a consequence, the Customer waives any right to claim against ARTO in the event of a breakdown or fault occurring during the hire period. No compensation or repair costs may be claimed from ARTO.

#### 3.4 Security deposit

A security deposit of at least two hundred and fifty (250) euros is required. At the end of the hire period, ARTO has five (5) working days to inspect the equipment.

Any missing, damaged or lost equipment will be charged at the current replacement cost.

The costs of cleaning and repairs, as well as for any burnt-out or broken bulbs are the responsibility of the hirer.

The cost of any repairs will be deducted from the security deposit as a matter of priority. Signing a return form merely confirms the quantities involved and does not constitute acceptance of the technical condition of the equipment.

#### 3.5 Collection/return times and delays

Collections and returns take place at ARTO's head office during opening hours (9.00 am to 12.30 pm / 2.00 pm to 5.30 pm). Any delay will automatically incur a daily penalty equal to the daily hire rate, with any day that has already commenced being charged in full. This penalty may be deducted from the security deposit.

#### 3.6 Fees and taxes

Prices stated exclude VAT and do not include carriage or installation, which will be invoiced at the rates in effect. All taxes (SABAM fees, copyright, electrical connections, administrative authorisations) will be borne solely by the hirer.

#### 3.7 Duty to notify

The Customer must notify ARTO in writing (by registered post or email with acknowledgement of receipt) immediately if the equipment:

- Is seized by a third party. The Customer also undertakes to notify the party making the seizure immediately that the equipment being seized is the property of ARTO, and to send a copy of this notification to ARTO;
- Is involved in an accident (personal injury or damage to property);

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- Is stolen, requisitioned or damaged, regardless of the cause.

### 4 Special conditions that apply to service contracts

#### 4.1 Safety and liability

The Customer is responsible for ensuring site safety and must provide ARTO staff with instructions prior to any work commencing. Work is carried out under the supervision of the Customer. Unless ARTO is shown to have been grossly negligent, the Customer will be solely liable for any personal injury or damage to property arising during the performance of the contract.

#### 4.2 Inspection body

The Customer, in its capacity as organiser, is solely responsible for ensuring that the event complies with the relevant regulations. It is the Customer's responsibility to commission, at its own expense, an approved inspection body to certify the technical installations (in particular electrical compliance and the stability of temporary structures).

If expressly requested to do so by the Customer, ARTO may assist with this process by engaging an approved body on the Customer's behalf. In such cases, ARTO acts solely as an agent. The organisation's services will be invoiced to the Customer, and the Customer will remain solely responsible for ensuring compliance and obtaining the necessary administrative authorisations.

The Customer will ensure that the inspection body has access to the site in good time. If the organising body raises any objections or refuses to allow the event to go ahead for reasons beyond ARTO's control (e.g. faulty site power supply, unstable ground, etc.), ARTO cannot be held liable for the partial or total cancellation of the event.

#### 4.3 Time overruns

Any overrun of the scheduled time that is not attributable to ARTO will be charged at the hourly rate in effect.