# **GENERAL TERMS AND CONDITIONS OF SALE (GTC)**

### 1. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions of Sale (GTC) apply to all customers (hereinafter referred to as "CUSTOMER") who place an order through the STANDS4ME website, owned by the company D-Side sa, BE0472.232.523, with registered office at 1140 Evere, Avenue Léonard Mommaerts (hereinafter referred to as "STANDS4ME").

### 2. PLACING AN ORDER

The CUSTOMER must place their order on the STANDS4ME website.

To place their order, the CUSTOMER must:

- Enter all the information required by the platform until the end of the procedure
- Select a package from those offered by the platform
- Add any additional elements

In the context of their order, the CUSTOMER declares to have taken knowledge of these GTC, as well as all the information relating to the details of their order, and undertakes to accept all their clauses without reserve or restriction. STANDS4ME reserves the right to modify these GTC without notice. The CUSTOMER will be informed of any changes.

Unless expressly agreed in writing by STANDS4ME, these GTC prevail over any other condition stipulated by the CUSTOMER, in particular in its general terms of purchase, whatever the time at which this condition is brought to the knowledge of STANDS4ME, even if STANDS4ME does not express its disagreement. The derogations accepted by STANDS4ME on the occasion of an order only bind Stands4Me for this order. No default or delay in the application of these GTC can be interpreted as implying waiver by STANDS4ME of these GTC.

The order will only become final after validation. Until validation, the order will be subject to modifications and integrations.

Validation is subject to the registration of an account.

The order sent by the CUSTOMER constitutes a legal and financial commitment.

## 3. CUSTOMER ACCOUNT REGISTRATION

Registration of the CUSTOMER account requires:

- The entry of the following mandatory data:
  - Company data
  - Commercial contact data
  - o Billing data
  - o Administrative and accounting contact data
  - Event data
- Acceptance of the following GTC

- Authorization for the processing of personal data
- The CUSTOMER's declaration of having full authorization to place the order.

### 4. ORDER PROCESSING

The order is executed in accordance with the information provided by the CUSTOMER in the submitted order.

STANDS4ME undertakes to provide the equipment corresponding to the characteristics indicated by the CUSTOMER in its order and the CUSTOMER undertakes to pay the indicated amounts and to comply with these GTC.

Unless otherwise indicated, the equipment made available to the CUSTOMER by STANDS4ME is considered to be in good condition. The CUSTOMER is responsible for the rented equipment from delivery to its return.

The rented equipment in good condition must be used in accordance with its intended purpose and must be returned to STANDS4ME in good condition. The CUSTOMER undertakes not to do or allow anything that could deteriorate it. The CUSTOMER is responsible for any deterioration, loss or theft of the equipment.

Damage caused to the equipment supplied, observed at the time of the return of the stand, will be invoiced to the exhibitor at the current market price.

The stand and furniture must be left empty of its contents as soon as the event closes.

STANDS4ME cannot be held responsible in any way for the disappearance or deterioration of objects that have not been removed from the rented furniture.

The equipment remains the exclusive property of STANDS4ME and may not be moved or transferred, loaned or otherwise.

Any dispute over the quality or quantity of the rented equipment must be addressed in writing within 24 hours of delivery, after which time no dispute will be accepted.

## 5. MODIFICATION AND CANCELLATION OF THE ORDER

Any request for modification of the order must be notified in writing to STANDS4ME and the request will be evaluated by STAND4ME subject to feasibility. This request for modification will be billed at a rate which will be evaluated on a case-by-case basis and which may include the application of a supplement.

Due to the constraints linked to stock availability and service deadlines, STANDS4ME may be led to provide, in place of the ordered equipment, equipment of identical quality.

Any cancellation of an order, even partial, must be notified in writing, under penalty of nullity. If the cancellation notification is received:

- Between the date of the deposit invoice and 30 days before the start of assembly: the
  deposit remains acquired by STANDS4ME and a credit note corresponding to the
  balance invoice will be issued
- Less than 30 days before the start of assembly: the deposit remains acquired and the payment of the balance will be due to STANDS4ME

#### 6. RATES

All prices indicated on the STANDS4ME website and on documents issued by STANDS4ME are expressed in euros, are exclusive of VAT and are valid for a rental period of up to 7 days. The rental period is calculated as the total of the assembly, event and disassembly days. In accordance with the legal and regulatory provisions applicable to services, prices are increased by the value added tax at the rate in force.

Orders for rentals of more than 7 days will be subject to a 5% surcharge (excluding VAT) for each additional day from the eighth day onwards.

The cost of transporting the equipment is included for fairs and exhibitions taking place in Belgium, Luxembourg and Northern France within a radius of 350 km, calculated from our warehouse in Paris. For events taking place in France, outside the 350 km radius, a flat-rate transport cost of €350 applies. As an exception, the cities of Lyon and Nantes, although more than 350 km away, are considered to be included within the radius.

Set-ups and dismantles will take place between 8:00 and 20:00. Any request for set-up/dismantling outside of these hours will be subject to a flat-rate surcharge of €100.

### 7. INVOICING TERMS

Payment of contractually due amounts must be made on the due dates and in the manner indicated on the invoice. Payments must be made in euros to STANDS4ME. Upon validation of the order, two invoices will be issued:

- A 30% invoice with cash payment. Immediate payment of the deposit is a prerequisite for acceptance of the order. Failure to pay will result in the cancellation of the validated order
- A 70% balance invoice to be paid no later than 21 days before the start date of the assembly. Failure to pay the balance will result in the cancellation of delivery and assembly at the lessee's expense.
- Payment can be made online by card or bank transfer.

An order number, the PO, can be added at the time of account registration to process the invoice. If this number is not entered at the time of account registration, the project number be indicated instead and will then be considered as the substitute for the PO for invoicing purposes.

## 8. DEADLINES FOR SENDING GRAPHIC FILES

Print files must be provided no later than 15 working days before the assembly day. After this deadline:

- A penalty of 10% will be applied from 1 to 5 working days late;
- A penalty of 20% will be applied from 6 to 10 working days late;

• From 11 to 15 working days late and STANDS4ME will no longer be able to print graphics. Non-compliance with print files will result in the replacement of graphics with white panels. In this case, no request for reimbursement of graphics can be made by the CUSTOMER. If, exceptionally, the submission of last-minute files is still considered manageable, a penalty of 70% will be applied to the CUSTOMER.

### 9. INSURANCE PARTICIPATION

Insurance participation as defined in the price offer will cover the lessee against the risks of theft (subject to a complaint being filed) or damage from the day before the official opening to the day of closing. Refusal of insurance implies full liability of the lessee in case of damage or loss of equipment.

### **10. FORCE MAJEURE**

STANDS4ME's commitments cease in the event of force majeure decided at government or federal level:

- fire, explosion, flood, storm, lightning, epidemic;
- deterioration of technical equipment making it impossible to operate the exhibition site;
- strike, sabotage, demonstration or terrorist attack;
- flood, violent storm, lightning damage;
- decision by an administrative authority to close the exhibition site or requisition it.

In this case, no damages are due and the total order value will be converted into an open credit that remains at the customer's disposal for future orders.

## 11. NULLITY

If one or more provisions of this document are held to be invalid or declared as such in application of a law, regulation or following a final decision of a court, the other clauses will retain their full force and scope.

## 12. APPLICABLE LAW & JURISDICTION

Contracts concluded by STANDS4ME are governed by Belgian law. In case of difficulties of interpretation or execution of these, even in case of an appeal for guarantee or plurality of defendants, the Commercial Court of Brussels is alone competent.