



Except when stipulated otherwise in writing, all offers and all (future) agreements are governed by the present terms and conditions, that are an integral part thereof and that by right take precedence over the purchase conditions drawn up by the customer. All departures from or modifications to these terms and conditions can only be demurred at our company provided we expressed our approval in writing.

01. Price-offers are free of obligations and engagements on our behalf. Agreements only are entered into after both parties confirmed the order. When orders are executed without previous written agreement with regard to the price, we will charge the prices available on the day of delivery. All our mentioned rates are always VAT excluded, except when stipulated otherwise in writing.
02. The invoice will have the same content than the offer, except when stipulated otherwise in writing. For additional services/costs which were not required by the customer during the price request but nevertheless took place during the event; these costs will be invoiced by the H.M.C.C.P.-rate at that time. Extra local costs which are settled by H.M.C.C.P. locally will have a supplementary fee of 5% as administration costs on the final invoice.
03. Orders placed by the customer and accepted by us should be taken. In case of cancellation of the order placed, fully or partly, the customer owes, by right, and as indemnification a fixed payment of:
 - a. 30% of the amount of the cancelled order, including VAT, if cancelled more than 30 days before the anticipated event, unless explicitly stipulated otherwise in writing;
 - b. 50% of the amount of the cancelled order, including VAT, if cancelled more than 10 days and less than 30 days before the anticipated event, unless explicitly stipulated otherwise in writing;
 - c. 60% of the amount of the cancelled order, including VAT, with cancellation of more than 5 days and less than 10 days before the anticipated event, unless explicitly stipulated otherwise in writing;
 - d. 80% of the amount of the cancelled order, including VAT, if cancelled more than 48 hours and less than 5 days before the anticipated event, unless explicitly stipulated otherwise in writing;
 - e. 100% of the amount of the cancelled order, including VAT, if cancelled less than 48 hours before the scheduled event, unless explicitly stipulated otherwise in writing
04. Placed orders against a fixed price oblige us to revise our prices if the final number is more or 10% lower than the confirmed number in the undersigned contract. Any major changes after the acceptance of the final order shall be made in writing, failing which, the number of people that was confirmed in the final order will be invoiced.

05. We disclaim any responsibility for delays or failures in delivery, caused by difficulties in access to the premises or by a lack of preparation by the customer if we use his/her premises and in any case of *force majeure* or events beyond our control.
06. If H.M.C.C.P. for reasons independent of its control fails in accomplishing partly or fully your event, or when obliged to stop its activities earlier for reasons different or unconnected from its liability, our customer will cover the costs incurred by that time. Our customer binds himself also to relieve H.M.C.C.P. from its liability for works that would not being executed because of that.
07. Rental equipment is under the sole responsibility of the customer, who will be held responsible to compensate if any loss or damage.
08. All complaints regarding quantities to the time of delivery/acceptance are to be formulated. All complaints regarding non-compliance of supplies, should reach us in writing within 24 hours of the date of delivery. All complaints regarding invoices must reach us, in writing, within 8 days after sending of the invoice, and the invoice date will apply as sent-date. Any complaint made outside these times, is inadmissible. All complaints must be made in writing with a registered letter, if need be by fax or e-mail.
09. The payment of the invoices must be made on our bank account as stipulated on the invoices. If no due date was stipulated, then our invoices are payable in ready money within 8 days after the invoice date. In the absence of payment by the due date, a by right will apply without any required pre-advance notice, and a failure due interest at the rate of 12% per annum, always calculated from the invoice date, on the main total including VAT, will be invoiced.
10. If the invoice is to be made in the name of a third party on request of the customer, then the customer and the third party are sole responsible for the payment of this invoice and for the implementation of other obligations arising from the general and special conditions of sale.
11. In case of disputes, only the Courts of the juridical district of Antwerp are *ratione loci* competent, unless we should prefer the Court competent according to clause 624 of the Belgian Judicial Code of Law. The customer can only take out a summons against our company before the Courts of the town where our registered office is located.
- 12.** H.M.C.C.P. can under no circumstance be held responsible for accidents, losses, thefts or damages. In the event of "strange cause" (art. 1147 Belgian Code of Civil Law), even when not leading to permanent and/or absolute impossibility of execution, we are entitled by right to suspend or unilaterally annul our engagements, after having informed the customer on our intention. Consequently, we cannot be held liable to any damages. The following situations are amongst others conventionally considered as "strange cause": war, strike actions or lock-out, exceptional weather conditions, fire, nature and/or other disasters, government decisions that influence execution of the engagements, both when the strange cause occurs with us and with our suppliers. The customer recognizes having taken cognizance of the present agreement in all its written and printed stipulations. He recognizes that these documents are the integral text of the agreement between both parties and it replaces or annuls all previous oral or written proposals of engagement and/or documents drawn up by the customer, as well as all other communications sofar made by the parties with respect to the contents of this agreement. In case it might seem that one or more

stipulations cannot partly or completely be appealed to against the customer, the other stipulations of the agreement remain undiminishedly in effect.