

## GENERAL TERMS AND CONDITIONS

**1. Applicability:** The signature of the order form by the client implies acceptance of these general terms and conditions by the client and supersedes any contrary stipulations included in any document or correspondence from the client excepting written and formal consent on the part of "Productions Associées" (hereinafter "ASBL") or one of its authorized representatives.

**2. Purchase order:** The present order form constitutes the integrality of the agreement between the parties relative to the goods or services described and supersedes any anterior agreement, correspondence or written document. No document, no convention, no indication, nor any clause can obligate the ASBL unless it is the object of a specific amendment or convention signed by the client and the ASBL or one of their authorized representatives.

**3. Price:** Only the prices cited in the order form obligate the ASBL. The amounts will be definitively established on the day of the signature of the order form by the client.

**4. Delivery timeframes:** The delivery and/or production timeframes set out, as appropriate, in the order form will be respected insofar as is possible, but do not constitute an essential clause of the agreement between the parties. A delay in delivery or execution cannot be invoked by the client to nullify the contract, claim compensation and interest, or validate any other claim, unless specific and written stipulation to the contrary are formally accepted and agreed to by the ASBL.

**5. Delivery of goods or services:** As soon as the goods or services ordered are available they are at the disposition of the client who will be notified by phone or other means of communication agreed to at the time of the order.

Delivery—reception of goods or services is considered as effective when the goods or services leave the premises of the ASBL or any other location where they are available for the client to take delivery conforming to the first paragraph of the present document, whether received directly by the client or by the transporters designated by the client or the ASBL on the request of the client.

From this moment, any risks of loss or damage to the goods, during transportation for example, are the responsibility of the client. If the client does not take delivery of goods in the month following their availability, these goods will be considered as delivered – received on the date of notification, which implies that responsibility in case of theft or damage is the responsibility of the client and that the period of guarantee begins from the date of said notification.

**6. Transfer of property:** In any case and following the derogation of article 1583 of the Civil Code, ownership of ordered goods is not transferred to the client until integral payment of the agreed amounts. The client agrees to conserve the goods in good condition until integral payment of the agreed amounts.

In the case of non-payment by the client of the invoices of the ASBL by the payment deadlines, the ASBL can, with full rights and without notification, consider the convention null and void. The ASBL will be, at that moment, authorized to claim restitution of the goods from the client without any prejudice for compensation for damages or loss.

**7. Claims:** Receipt of goods by the client constitutes acceptance without reservations of their conformity as to quantity and quality. Any claims or complaints as to the quantity and quality of goods or services or invoices must be received by the ASBL in the form of a reasoned claim by registered mail, otherwise entitlement will lapse, at the latest fifteen days from the date of delivery of goods or the last date of services rendered. Introduction of a claim does not dispense the client of his payment obligations. If the claim is valid, the guarantee of goods is limited to replacement of defective goods by the ASBL or reimbursement of the amount of the order excluding any compensation for damages and interest.

**8. Invoicing – Payment – Late payment:** The invoices emitted by the ASBL are payable—at the very latest before the deadline date mentioned on the reverse of the invoice—to the headquarters of the ASBL to the bank account in its name with Belfius comporting the number: BE62 0689 0087 1561. In the case of late payment, the ASBL reserves the right to suspend services and to continue provision on regularization of payment. In the case of non-payment on the due date, the invoices will comport, with full rights and without notification, an interest charge of 10% per year. What's more they will be increased, with full rights and without notification, by 10% as a forfeitary indemnification. The amount of the indemnity will never be less than 40, 00 €. Default or late payment of all or part of an invoice will result, with full rights and without notification, the collectability of all other due invoices. The ASBL reserves the right to refuse any ulterior order from the client or to submit such an ulterior order to acceptance of agreed and sufficient guarantees.

**9. Modification or cancellation of order:** By signature of the order form, the client orders definitively and irrevocably goods or services. No order can be cancelled or modified without the prior written agreement of the ASBL and subject to compensation for the ensemble of the resulting expenses by the client. Unless there is prior written agreement by the ASBL, in the case of cancellation of an order by a client, the ASBL can either claim integral payment for goods and services cancelled if these have been furnished in part or in whole, or payment of compensation equal to 50% of the amount for goods and services if these have not yet begun production or delivery. In addition, if the order comports payment of a deposit indicated on the order form, this deposit is not reimbursed whatever the reasons for the cancellation.

**10. Cancellation:** Cancellation of the order for goods or services can be effected by either party, effective immediately, if either party does not respect the obligations set out in the present General Terms and Conditions and does not, within 15 days, rectify any irregularity notified by registered mail by the other party.

**11. Intellectual property:** The client is the only responsible for the content of printed or electronic publications whose execution he has ordered from the ASBL. He is notably responsible for all authorizations and eventual payment of copyright for programs, texts, photos, illustrations, music and, in general, any work used; and he guarantees the ASBL protection as to any claim by a third party or judgment in principle, interests and expenses.

**12. Responsibility:** The ASBL promises to execute the delivery of goods or services in conformance with the information on the order form and to the best of its ability. The client promises to collaborate with the ASBL for the duration of the execution of the order to facilitate and improve the quality of the goods or services described in the order form. The responsibility of the ASBL is limited to compensation damages that are direct, predictable, staff-related and indisputably due to its own fault. The ASBL can never be held responsible for indirect damages of any nature experienced by the client or a third party such as supplemental expenses, operating losses, loss of contract, loss of data, software, machine down-time, financial or commercial injury, loss of profit or market share, increase in general expenses or any other damage of this type resulting from the execution of the order. The client is fully informed of the artistic qualifications of those made responsible by the ASBL for the realization of all or part of the order and renounces invoking the direct responsibility of the ASBL on this point.

**13. Instructions:** The ASBL acts as an independent provider and has sole responsibility for its employees. The client may not exercise any authority as an employer. However, in accordance with article 31 section 1 of the 24 July 1987 act on temporary employment, casual work and the provision of workers to users, the client may give instructions regarding compliance with its obligations relating to the well-being of staff. It may also give instructions to the ASBL's employees that are strictly necessary for the proper execution of the order, on conditions that these instructions do not breach the ASBL's authority as an employer and are provided in detail on the order form. The client will compensate the ASBL for any sums, interest and costs that the ASBL may be required to pay due to the client's failure to comply with this clause.

**14. Unforeseeable circumstances (force majeure):** If as the result of unforeseeable circumstance the ASBL is obliged to interrupt the execution of the order, the execution of the contract will be suspended during such time as the ASBL cannot ensure execution and delivery. Unforeseeable circumstances (force majeure) designates all events independent of the will of the ASBL, unpredictable and unavoidable, of any nature such as natural catastrophes, weather events, fires, strikes, sabotage or judicial or administrative measures that render the execution of the contract impossible.

**15. Revocation or invalidity:** The invalidity of any clause of the present general terms and conditions does not invalidate other clauses. The invalidated clause must be replaced, by common agreement or by judicial decree, by a clause similar in economic intention to the invalid clause.

**16. Court having jurisdiction and applicable law:** The contractual relations between parties to the present general terms and conditions are exclusively governed by Belgian law. In the case of dispute as to the application or interpretation of the present, and in the case of failure to reach a common accord, the Tribunal of Brussels is the only competent judicial body unless the ASBL, acting as the requestor, prefers to bring action before another competent court.