



CONDITIONS GENERALES LOCATION STUDIOS ET ORGANISATION D'ÉVÉNEMENTS

These general conditions aim to establish the conditions of use, exploitation and maintenance of the AED Studios, as well as other measures in relation to the use of the AED Studios and details of the community life in the AED Studios during the organisation of an event or a studio recording (hereinafter "Event").

These general conditions form an integral part of all offers made by and agreements concluded with AED Studios N.V., and define the rights and obligations of the organizer/lessee and all of his subordinates, suppliers, guests, audience and any other participant in the Event (hereinafter "Participants"). The organizer/lessee is responsible and accountable for compliance with these general conditions by the organizer/lessee itself as well as by all Participants in the Event (organizer/lessee and Participants hereinafter collectively referred to as "Instructing party").

In all matters concerning the present general conditions, AED Studios N.V. (hereinafter "Service provider") has the right to be represented by an administrator/event manager.

By the simple fact of accepting the offer of the Service provider, the Instructing party agrees to these general conditions, to the exclusion of all other conditions. These general conditions prevail over any other terms or conditions of the Instructing party, even if their provisions are similar to these general conditions. Any deviation to these general conditions requires express agreement by the parties in writing.

If these general conditions are not complied with, the Service provider reserves the right to cancel the Event unilaterally, without such cancellation giving rise to any right to compensation.

1. Basic agreements

The offer made by the Service provider is valid during 30 days or during such shorter period as mentioned in the offer. Offers are purely informative and can be withdrawn or modified at any time by the Service provider.

As from the express acceptance (whether or not in writing) or as from the start of performance of the offer, the offer made by the Service provider together with these general conditions form a binding agreement between the Instructing party and Service provider (the "Contract").

The Instructing party shall pay an advance of 35% at the express acceptance and again 35% 60 days before the Event and at the latest on the day of acceptance of the offer, unless agreed otherwise, expressly and in writing, with the Service provider.

If the Contract has not been signed and the agreed advance has not been paid 2 weeks before the start date of the Event, the Service provider reserves the right to cancel the Event, without such cancellation giving rise to any right to compensation.

The cancellation rights provided for under Article 10 of these general conditions apply by the simple fact of acceptance of the offer (whether orally, via e-mail or otherwise), even if the Instructing party has not yet signed the Contract and/or paid the advance.

Two weeks in advance, the Instructing party shall communicate the following information to the Service provider:

- all relevant aspects of the Event;
- the entire planning/the course of an event or in case of a studio recording, the production book with scenario and contact information;
- the number of Participants;
- catering agreements (cf. Article 3.2);
- all services that will be delivered by third parties before, during or after the Event;
- a technical sheet (in particular when an external firm is contracted for decoration, lights, sound, etc.);
- time and place of deliveries (in particular if there are deliveries before the Event) and other important plan-

- ning information;
- possible noise inconvenience outside or inside (such as live music in the entrance hall);
- the amount of furniture;
- the necessary amount of electricity points;
- use of balloons, smoke, in-house fireworks, scents or other items that can activate the BEAM-detectors on the ceiling;
- a safety plan, if applicable (cf. Article 4.4);
- the prohibition for the Service provider to make television and photo recordings during the Event, if applicable (cf. Article 6);
- all other issues related to a certain Event.

If the information mentioned above is not communicated to the Service provider or not in a timely manner, the Service provider cannot guarantee the compliance, availability nor admittance.

The Instructing party is personally responsible to comply with all the legal requirements applicable to the planned activities at the Event, such as for example all the permits, not exceeding the legally authorised number of decibels and/or any noise inconvenience caused by him, safety regulations, etc.

The Instructing party acknowledges to be informed about and to agree with the general safety and environmental regulations applicable at the AED Studios and the location of all emergency doors, fire detection and extinguishing means.

2. Communication

In all communication regarding the Event, the name "AED Studios" has to be used.

Signs, road marking, banners, flags or other identification signs are subject to a preliminary written authorisation by the Service provider, before being installed on the field or building.

3. Services provided

The Instructing party is obliged to hire the following services from the Service provider:

3.1 Various

The toilet service, security and parking service can be deployed, in consultation with the event manager, each time for a minimum of 4 hours p.p.

3.2 Catering

The Instructing party is not allowed to cook, especially in the studios, unless mutually agreed with the Service provider.

The catering prices are exclusive of VAT and depend on the number of Participants in the Event. As from 2 weeks before the Event, a decrease in the number of persons to foresee catering for, will not lead to a price reduction. The Service provider is not responsible for a lack of catering and necessary material and staff if there are more Participants than the number communicated by the Instructing party.

If, in case of unexpected circumstances, some of the agreed catering cannot be delivered, the Service provider reserves the right to change the menu with equivalent food and drinks, without giving rise to a price reduction or compensation. Overtime of employees shall be charged if the fixed hours in the planning are exceeded. The location where the catering takes place is chosen by the Service provider and depends on availability and planning. Drink tickets are kept until 10 days after consumption for control purposes. If they are not picked up by then, they are thrown away and the number of tickets charged can no longer be disputed.

All consumptions by the Participants (also before or after the Event, e.g. during construction and demolition) will be paid by the

Instructing party, even if this is not foreseen in the offer.

In case the Instructing party still subcontracts one of the services mentioned above to a third party, the Service provider shall be paid a buy-out sum, to be further defined.

4. Internal Regulation Service provider

4.1 Access to the complex

The complex is open from 8:30 am to 5:30 pm. Other hours should be communicated in advance to the Service provider. It will then be mutually decided if a security employee will be deployed for these hours. Extra costs for security will be at the expense of the Instructing party.

For security reasons the building is split in areas. The Instructing party can access certain areas through a badge system. In case of loss of a badge 25 Euro shall be charged. The badge is strictly personal and cannot be passed on to third persons. After the Event, the badge must be returned. If these rules are not complied with, the badge will be cancelled and a lump sum indemnity of 1.000 euro will be charged, without prejudice to any other rights of the Service provider under these general conditions or applicable law.

If deliveries have to take place or storage has to be provided before the date of the Event, the exact time, date and place must be communicated to the Service provider so access and storage can be guaranteed.

Subject to express written authorisation by the Service provider, a limited access to the loading and unloading areas can be authorised during the night for the construction and demolition.

Except in case of an express written authorisation by the event manager, animals are not allowed at the AED Studios.

4.2 Environment and waste policy

After the Event the Instructing party shall clear all rented and used rooms, in accordance with the applicable legal requirements for waste sorting, and shall personally guarantee the removal of garbage and remainders caused by his works, in accordance with applicable law. All technical wiring and electricity points shall be restored in their original state. The outside spaces (a.o. parking, terrace, lawns, etc.) shall be cleaned completely. If the garbage is not removed within 24 hours after the Event, it will be removed by the Service provider. Related costs will be charged.

The Service provider is in charge of the wet cleaning. Related costs are mentioned in the offer and charged to the Instructing party. Excessive stains will be charged extra to the Instructing party.

The use of dangerous products and preparations should be notified beforehand to the Service provider and is only allowed after sub-mission of a safety and/or health sheet (Material Safety Data Sheet). The Instructing party must observe the legal storage requirements for dangerous products (transport, drip-trays, labelling, etc.). Every unplanned environmental damage or contamination must immediately be reported to the Service provider.

4.3 Smoking policy

Smoking is forbidden in the entire building. Potential consequences of non-compliance with the smoking policy fall under the responsibility of the Instructing party. There are ashtrays outside the entrance and under the covered terrace.

After 3 warnings to the Instructing party, caused by several violations of this rule, a lump sum indemnity of 500 Euro will be charged and if the anti-smoke policy is completely ignored the Instructing party will not be admitted for future events, without prejudice to any other rights of the Service provider under these general conditions or applicable law.



4.4 Safety

The Instructing party is expected to personally guarantee compliance with the legal safety rules, to observe the necessary vigilance and safety and to follow the instructions of the Service provider. In case of an audience of more than 1.000 people a safety plan needs to be discussed in advance with the Service provider. The access doors, emergency exits, studio doors, emergency lighting devices, fire extinguishers and fire reels should stay clear and visible at all time in case of evacuation. The public areas and in particular the evacuation corridors must always be clear over the full width. The doors may not be blocked in open position.

The Instructing party may never open or close taps, turn switches, change settings of computers or other devices at his own initiative.

It is strictly forbidden to work on existing equipment such as the electricity network, compressed air, water, gas and other lines, or on waste pipes or connections and to enter the low and high voltage cabins.

The Service provider is not responsible for the material and equipment of the Instructing party.

On the entire AED Studios site the maximum speed is 10 km/hour. The road signs should be respected. Other than that, the common traffic rules apply.

If a Participant has health problems and his health can be in danger during the Event, he should mention this in advance. The Instructing party is responsible for compliance with this obligation by the Participants.

The Instructing party shall ensure that all Participants to the Event, as long as they are on the AED Studios site, are sober. If alcohol can be consumed during the Event, the Instructing party is personally responsible for potential consequences.

Although the Instructing party is responsible for all Participants to the Event, the Service provider reserves the right to exclude a Participant in case of any doubts regarding safety.

5. Liability for theft, accidents, fire and damage

5.1 Theft

The Service provider is not liable for theft from the Instructing party and/or third parties. In case of theft of any property belonging to the Service provider and/or third parties, this will always be reported to the police.

In order to guarantee the safety on the site, security cameras are placed in the whole area, operational 7 days a week, 24 hours a day. The images are recorded and saved in accordance with applicable law.

5.2 Accident

In the AED Studios there is a first-aid centre. However, the Instructing party is responsible for potential accidents of the Participants to the Event.

In case of events with an audience of more than 500 people the organizer should hire a Red Cross centre. A list of important phone numbers and an emergency phone can be found at the front desk.

All installations (electric) and equipment (lifting ramps) are provided with a legal inspection certificate. The Instructing party is liable for every form of personal injury or material damage, caused by (im)proper use of the installations and equipment.

5.3 Fire

The entire complex is equipped with the legally required fire detection system.

If an alarm goes off, you should leave the complex in an organised manner and gather at the designated evacuation points. These points can be found on all evacuation plans displayed at visible places in the building.

The studios are equipped with BEAM-detectors. Disrupting this

BEAM activates an alarm. Works that can disrupt the BEAM should be mentioned beforehand to the administrator, so that the detectors can be switched off. In case of causing a false fire alarm, the Instructing party will be charged with a lump sum indemnity of 500 Euro, without prejudice to any other rights of the Service provider under these general conditions or applicable law.

5.4 Damage

The Instructing party should use the rented studio/material with good care and in accordance with the instructions and potential directions by the Service provider.

Every form of damage should be reported. All damage to the rented studio/material caused by the Instructing party will be charged to him.

At the end of the hiring period, the Instructing party must return the studio and material in the same condition. It is not allowed to use scotch, gaffa and other adhesive tape (a.o. on pillars, windows, doors). Otherwise the damage caused will be charged to the Instructing party. Painting a surface is only allowed after approval of the Service provider and afterwards the surface must be re-stored in its original condition.

All goods are delivered in perfect working condition and free from defects. The Instructing party confirms by the first use thereof that he has received the rented material in good condition and that he has verified this on site. Potential shortcomings or defects must be reported to the Service provider at the latest one hour after reception. After this term the material is considered to be delivered in good condition and complaints shall no longer be accepted. The Instructing party is not allowed to make repairs or modifications to the rented material, except in case of a written authorisation by the Service provider.

The Instructing party must return the rented material in good condition and in the packaging in which he received it, if applicable, at the latest at the end of the rent, failing which the Instructing party will be liable to pay a compensation equal to the double of the day rate of the hired material for every day or part of the day that the Instructing party is in default.

The Instructing party loses his rights towards the Service provider and is liable for all damage and holds the Service provider harmless from and against any and all claims of third parties for compensation if and to the extent that:

- forementioned damage was caused by the fact that the Instructing party provided incorrect and/or incomplete information to the Service provider;
- forementioned damage was caused by the fact that the Instructing party did not act in accordance with the instructions and/or advice given by the Service provider;
- forementioned damage was caused by mistakes or errors in data, material, information media etc. provided and/or prescribed to the Service provider by or on behalf of the Instructing party.

The Service provider is only liable for the damage caused by its breach of contract (including grave fault) or tort and directly suffered by the Instructing party, not exceeding an amount equal to the value of the non-performed services. Every other liability of the Service provider is expressly excluded, including among others indirect or special damage, damage for loss of profits, loss of contracts, goodwill or reputation, damage to or corruption of data, or any other type of *lucrum cessans* or consequential damage of any kind, in each case howsoever arising and whether arising in or caused by breach of contract (including grave fault) or tort.

The Instructing party holds the Service provider harmless from and against any and all damage the Service provider may suffer as a result of claims by third parties related to affairs or services provided by the Service provider, including among others: claims of third parties (including employees of the Service provider) who suffer damage resulting from acts or omissions by the Instructing party or from dangerous situations caused by him or as a conse-

quence of a defect in the products or services provided by the Service provider used or modified by the Instructing party by adding, or together with, other products or services.

6. Copyright

The Instructing party is personally responsible for asking the permission and paying the compensation for all copyrights and neighbouring rights due to the competent collecting societies resulting from the organisation of the Event (use of music, audio-visual projections, recording equipment,...).

The Service provider is allowed to make pictures and audio-visual recordings during the Event and to use the pictures and the footage for all promotional purposes, publicity and public relations activities.

7. Insurance and warranty

The Instructing party must take out adequate insurance in relation to the execution of the Contract, c.q. the Event, including but not limited to taking all necessary measures and providing indications so the equipment and staff at the disposal of the Service provider are protected and insured against risk to life, decency and material damage as far as can be reasonable required in relation to the nature of the works. The Service provider is authorized to request disclosure of the insurance policy and the proof of premium payment at all times.

The Instructing party holds the Service provider harmless from and against any and all claims that could be made directly against him by the Participants to the Event.

8. Force majeure

All cases of force majeure, including transport failures or delays from the suppliers of the Service provider or an import ban or restriction, give the right to the Service provider to cancel or suspend partly and in a definitive manner his delivery and performance obligations, without giving rise to any liability of the Service provider for any damage caused.

9. Commercial gestures and waiver

Under no circumstances shall a commercial gesture by the Service provider in relation to a certain Event, regardless of the frequency and duration of it, be considered a permanent modification of these general conditions or can it be deemed to grant any rights to the Instructing party for the future. Deviation(s) from or a waiver of one or more terms of these general conditions do not imply a waiver of the other terms of these general conditions.

10. Cancellation

The Instructing party has the right to cancel the Contract in writing subject to payment of the following cancellation costs:

| Period before Event | Volume cancellation | Cancellation costs |
|---------------------|---------------------|--------------------|
| 365-180 days | 100-76 % | 35% |
| | 75-51 % | 15% |
| | 50-1 % | 0% |
| 179-60 days | 100-76 % | 70% |
| | 75-51 % | 35% |
| | 50-26 % | 10% |
| | 25-1% | 0% |
| 59-0 days | 100-76 % | 100% |
| | 75-51 % | 75% |
| | 50-26 % | 50% |
| | 25-1% | 25% |



The "Volume cancellation" and the percentage "Cancellation costs" are calculated on the basis of the offer price.

The studios are in the first place available for studio recordings. Studio recordings always have the priority over other events and the booking of studio recordings can be a basis for cancellation of the Event, without giving rise to any right to compensation.

11. Payment

The prices quoted by the Service provider are exclusive of VAT. This provision also applies to non-profit organisations.

The offer is made on the basis of the information provided by the client. The invoice price can vary from the offer price as a result of changed circumstances, incomplete or incorrect information or modified instructions by the client.

After payment of the advance, the remaining part of the price should be paid by the Instructing party at the latest 30 days after receiving the invoice, unless expressly agreed otherwise with the Service provider.

In order to be accepted, complaints or claims should be made in writing by registered letter within 8 days after receiving the invoice. The introduction of a claim, for whatever reason, does not give the right to the Instructing party to withhold the payment of the due invoice, not even in part.

In case the Instructing party does not meet his payment obligations on time, any amounts due shall bear a late-payment interest at the special interest rate provided for in Article 5 of the Belgian Act of August 2, 2002 on combating late payment in commercial transactions, without any notice of default or legal intervention being required, and the Instructing party will be liable to pay a lump sum indemnity of 10% of the total invoice price, without prejudice to the right of the Service provider to a full compensation.

All judicial and extrajudicial costs of the Service provider, including costs of internal and external counsels, resulting for the Service provider from the non compliance by the Instructing party of any (payment) obligation, are at the expense of the Instructing party.

Payments performed by the Instructing party always serve to first pay all the interest and costs owed and then the oldest invoices due, even if the Instructing party mentions that the payment concerns a later invoice. The Instructing party is not entitled to assert any potential retention right or right of set-off in respect of any counterclaim.

12. Miscellaneous

All questions and disputes concerning the validity, interpretation, enforcement, performance or termination of these general conditions or any offer, order or Contract thereunder shall be governed by and construed in accordance with Belgian law. The courts of the judicial district of Antwerp shall have exclusive jurisdiction.

Without prejudice to any other provision of these general conditions, any claims by the Instructing party arising out of or in connection with these general conditions or any offer, order or Contract there-under will in any event become time-barred after expiration of six (6) months as from the date of the Event.