



EVENT  
TRAILER  
SERVICES

TRAILER  MADE  
WE MOVE YOUR BRAND

## TERMS & CONDITIONS BVBA EVENT TRAILER SERVICES

### Article 1 - Introduction

1. The present terms and conditions (T&C) govern the conclusion, interpretation or performance of any agreement between bvba EVENT TRAILER SERVICES, hereinafter referred to as EVENT TRAILER SERVICES, Reg. no. 0478.415.975, whose registered office is located at 2610 Antwerp, Dynamicalaan 14, and the client, as well as each and every offer made by EVENT TRAILER SERVICES.
2. By placing an order or accepting an offer, the client acknowledges having read these T&C and accepting them.
3. Any deviations from the T&C are only valid if they are explicitly accepted in writing by EVENT TRAILER SERVICES. EVENT TRAILER SERVICES expressly rejects the applicability of general or specific terms and conditions of the client. The T&C of EVENT TRAILER SERVICES always take precedence over the terms and conditions of the client.
4. Unless otherwise specified in these T&C, written correspondence shall include any written correspondence, including electronic correspondence by e-mail.
5. Prices quoted in catalogues, brochures or promotional material are purely indicative and may be altered at any time. The client can make no claims to EVENT TRAILER SERVICES for price differences between prices listed in catalogues, brochures or promotional material and the price on the invoice. In no case can such a price difference be invoked by the client as a reason for cancelling an order.
6. Waiver of any right from the T&C is not suspected but can only be evidenced by an express written confirmation of waiver by EVENT TRAILER SERVICES.
7. The nullity of a clause contained in the agreement shall be without prejudice to the other provisions of the agreement.

### Article 2 - Conclusion of the agreement

1. The agreement between EVENT TRAILER SERVICES and the client is established (a) if EVENT TRAILER SERVICES has submitted a prior offer for execution to the client, at the time that the client has given his unconditional consent to this offer in writing and within the specified time limit to EVENT TRAILER SERVICES, (b) in the event of an order by the client without prior offer from EVENT TRAILER SERVICES, at the time that EVENT TRAILER SERVICES unconditionally accepts this order and has provided that acceptance in writing to the client.
2. Offers may be modified or withdrawn by EVENT TRAILER SERVICES as long as EVENT TRAILER SERVICES has not received written confirmation of this offer.
3. Offers shall remain valid for a maximum of 30 days from the moment they are transferred to the client.
4. Offers are based solely on the data that the client makes available to EVENT TRAILER SERVICES at the time of the request.
5. Offers and order forms may also be sent and received by e-mail and fax, in addition to being sent by ordinary mail.
6. Any cancellation of an order or agreement must be made in writing by the client. It is only valid if it is accepted in writing by EVENT TRAILER SERVICES. In the event of cancellation, the client shall be liable to EVENT TRAILER SERVICES for a flat-rate compensation of 25% of the price of the total agreement with a minimum of EUR 100.00, and this in addition to the amounts already invoiced and without prejudice to the right of EVENT TRAILER SERVICES to claim the damage actually suffered.

### Article 3 - Execution of the agreement

1. The client shall provide EVENT TRAILER SERVICES, timely and free of charge, with all the data and information necessary for the execution of the agreement, including in any case but not limited to: technical data, computer applications, computer files, documentation, test data, work descriptions and/or other relevant items. The client shall vouch for, and ensure the accuracy of, the data and information referred to above.

- The client is also responsible for and accepts the risk of any issues and/or claims arising out of the content, inaccuracy, completeness, and consistency of the provided data, information, and materials.
2. However, if for the execution of the agreement, the necessary information is not, not timely, or not in accordance with the agreements, put at the disposal of EVENT TRAILER SERVICES, or if the client and/or its suppliers do not, in any other way, comply with their obligations, including but not limited to, the lack of adequate collaboration or participation, EVENT TRAILER SERVICES has the right to suspend the compliance with its obligations, after due notice and a simple notification by EVENT TRAILER SERVICES, without EVENT TRAILER SERVICE being liable to any compensation.
  3. Delivery and/or execution times are only indicative and not binding unless agreed expressly and in writing. Any infringement of the time limits shall not give rise to the partial or total cancellation of the agreement, or to any compensation.
  4. Additional works, not mentioned in the offer or order form, shall in principle be recorded in writing and signed by both parties. In any case, they are charged separately on the basis of materials used and working hours worked.
  5. Changes to the client's order of any kind, after the conclusion of the agreement, must be notified in good time and in writing by the client to EVENT TRAILER SERVICES and must be accompanied by a clear description of the work to be done. Such changes shall be charged extra to the client.
  6. EVENT TRAILER SERVICES reserves the right to carry out additional work which was not mentioned in the agreement originally concluded between the parties, and to charge the client to the extent that this work is necessary for the proper execution of the agreement, all in the interest of the client. The client shall be informed without delay of such additional work and its cost.
  7. The goods made available to the client by EVENT TRAILER SERVICES in the framework of the execution of the agreement, in particular the trailers, may not be transported or moved by the client, without the prior written consent of EVENT TRAILER SERVICES. The goods are supplied by EVENT TRAILER SERVICES at the place specified in the agreement and retrieved there again. Changes to and/or deviations in the manner of delivery and/or collection of goods are only possible if they are agreed in writing between the client and EVENT TRAILER SERVICES.
  8. With respect to the goods put at the disposal of the client by EVENT TRAILER SERVICES, in the context of the execution of the agreement, in particular the trailers, a condition report of rented goods shall be made at the moment of delivery, jointly and in duplicate, which needs to be dated correctly, and signed by the client and EVENT TRAILER SERVICES. This condition report of rented goods, as far as trailers are concerned, describes in a precise and detailed manner both the exterior and the interior of the trailers and may be provided with photo material. At the end of the period during which the goods were made available, and in particular trailers, a condition report of rented goods shall be drawn up in the same way at the time of collection. The client shall be obliged to cooperate fully in the preparation of the condition report of the rented goods.

#### **Article 4 - Force Majeure**

1. Force majeure on the part of EVENT TRAILER SERVICES is deemed applicable if EVENT TRAILER SERVICES, after the conclusion of the agreement, is prevented from fully and/or timely complying with its obligations of the agreement or the preparations thereof, due to, amongst others, fire, water damage, flood damage, acts of God, inclement weather, strikes, company occupations, import and export obstructions, government measures, failure to obtain the required licences, defects in machinery, breakdown in the supply of energy, late delivery of the goods sold, the necessary raw materials and/or tools...; this, at the premises of EVENT TRAILER SERVICES and at the premises of third parties from which EVENT TRAILER SERVICES needs to acquire, in whole or in part, goods and/or required materials, raw materials or services, as well as during storage or transportation, whether or not under own management, and furthermore all other causes created beyond the control or the risk of EVENT TRAILER SERVICES.
2. In case of force majeure EVENT TRAILER SERVICES is entitled to cancel the agreement without judicial intervention, or to suspend the time of service and/or delivery until the time the force majeure ceases to exist, without the client being entitled to any compensation. All costs previously incurred by EVENT TRAILER SERVICES will be immediately and fully payable.
3. In case of force majeure, the affected party shall immediately, and in any event within 8 days of the occurrence of force majeure, notify the other party by registered letter. Such notification shall contain all the facts necessary to enable the other party to establish the existence of force majeure. From that date, the performance of the obligations affected by force majeure shall be suspended for the duration of force majeure. The party affected by force majeure shall make every effort to minimise the delay and shall inform the other party of the measures taken to that end. The parties shall have the possibility to terminate the agreement without any compensation from one party to the other if force majeure persists or if it is established that it will persist for a period of at least 90 days.

#### **Article 5 - Complaints**

1. Complaints about delivered materials and/or goods, as far as visible defects are concerned, must be notified in writing to EVENT TRAILER SERVICES within 48 hours of receipt of the materials and/or goods, failing which

no liability will be accepted. Complaints about works performed, as far as visible defects are concerned, must be notified in writing to EVENT TRAILER SERVICES at the latest upon delivery, failing which no liability shall be accepted. If no formal delivery was provided, complaints about visible defects of the works carried out must be notified in writing to EVENT TRAILER SERVICES within 48 hours of the completion of the work, failing which no liability shall be accepted.

2. Any hidden defects in materials and/or goods supplied and works carried out must be communicated to EVENT TRAILER SERVICES within 48 hours as from the time the client established the defect or could reasonably have established it, failing which no liability shall be accepted. This notification must also be sent by registered letter and must contain a detailed description of the defects, failing which no liability shall be accepted.
3. Complaints about materials and/or goods supplied and works carried out will be investigated as soon as possible by EVENT TRAILER SERVICES for their merits. The client shall cooperate fully to this end.
4. If, in the opinion of EVENT TRAILER SERVICES, a proper complaint has been made about materials and/or goods supplied or works carried out, and the client, also in the opinion of EVENT TRAILER SERVICES, has been able to provide sufficient evidence that the defect actually existed at the time of the delivery or execution of the works, EVENT TRAILER SERVICES will, always according to its own choice, a) replace the faulty materials and/or goods or do the works again, free of charge, in whole or in part, b) repair the faulty, or faulty part of, materials and/or goods, c) compensate the purchase price of the faulty materials and/or goods to the client, without being liable to any compensation.
5. EVENT TRAILER SERVICES does not accept any responsibility for any defects caused by or arising from the fault of the client or third parties, due to a lack of maintenance, or due to external causes. Nor does EVENT TRAILER SERVICES accept any liability for slight differences in colour or dimensions of the delivered goods, in so far as these were unavoidable, generally accepted or specific to the materials and/or goods used.
6. EVENT TRAILER SERVICES is also not liable for printing, writing and/or computing errors and/or ambiguities in offers, contract confirmations, order forms and/or prospectuses, nor for the consequences thereof.
7. Complaints about invoices must be notified in writing to EVENT TRAILER SERVICES within 8 days of receipt of the invoice, under penalty of cancellation. In the absence of a timely invoice protest, the invoice shall be considered as having been accepted by the client.
8. In no case shall the client have the right to suspend his obligations under the agreement, or to cancel the agreement, following any claim with respect to any materials supplied and/or goods, or with respect to works carried out, or with respect to invoices.

#### **Article 6 - Liability**

1. The liability of EVENT TRAILER SERVICES in respect of the materials and/or goods supplied and the works carried out is limited to what is specified in article 5.4. In particular, EVENT TRAILER SERVICES shall not be liable for, or obliged to pay compensation for intangible, indirect or consequential damages whatsoever, including, but not limited to, loss of profits or loss of income, loss of business, restrictions on production, administration or personnel costs, an increase in general expenses, a loss of customers or claims by any third parties, except in the case of fraud, willful misconduct or gross negligence.
2. EVENT TRAILER SERVICES is not responsible for any defects that arise after the delivery of the materials and/or goods or the execution of the works, as a result of abnormal weather conditions, normal wear and tear, improper handling, lack of care, or changes made by the client or by a third party.
3. In case of liability, EVENT TRAILER SERVICES shall never be required to compensate for a higher amount of damage than the invoice amount (excluding VAT) of the work to be carried out, or a proportionate part thereof. If EVENT TRAILER SERVICES is insured for the relevant damage, the liability of EVENT TRAILER SERVICES is limited to the amount that will be paid by the insurer under the policy in the relevant case.
4. The liability of EVENT TRAILER SERVICES for attributable failure to comply with the agreement shall arise only if the client promptly defaults EVENT TRAILER SERVICES in writing, setting a reasonable time limit for the remediation of the failure, and EVENT TRAILER SERVICES continues to fail to comply with the obligations even after that time. The notice of default should include as complete and detailed a description as possible of the failure, allowing EVENT TRAILER SERVICES to respond appropriately.
5. Any claim for damages to EVENT TRAILER SERVICES will be cancelled after the mere course of 3 months after its creation, or earlier if so provided by law.
6. In the event of damage to or loss of material and/or goods made available to the client by EVENT TRAILER SERVICES, the client shall be obliged to pay full compensation. In particular, as regards trailers made available by EVENT TRAILER SERVICES, the condition reports of rented goods referred to in Article 3.8 shall be drawn up for this purpose, as well as for establishing a proper compensation budget, both at the time of delivery and at the time of collection of the trailers.

#### **Article 7 - Payments**

1. The client agrees that EVENT TRAILER SERVICES will digitally issue invoices by e-mail.
2. All invoices must be paid by the client within 30 days of the invoice date, unless otherwise agreed. The expiry date is always stated on each invoice.
3. In the absence of timely payment, a yearly interest of 10% on the invoice amount is payable, automatically and without prior notice; the invoice amount will automatically and without prior notice be increased by a

fixed compensation equal to 15% of the invoice amount, with a minimum charge of 100.00 EUR. All this subject to the right of EVENT TRAILER SERVICES to claim any additional compensation(s) from the client, including the (extra-)judicial costs incurred in all reasonable circumstances.

4. In case of default, EVENT TRAILER SERVICES has the right to suspend the performance immediately and, if the client still defaults, to terminate the agreement. However, if the client meets the arrears before the agreement is dissolved, EVENT TRAILER SERVICES will resume performance only after the client has paid a one-off compensation of EUR 50.00.

#### **Article 8 - Applicable law and competent courts**

1. The legal relationships under the application of the T&C are governed solely by Belgian law.
2. Disputes can only be settled by the courts of the district in which the headquarters of EVENT TRAILER SERVICES is located.