



EVENT
TRAILER
SERVICES

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GENERAL TERMS AND CONDITIONS BVBA EVENT TRAILER SERVICES

Article 1 - Introduction

1. These general terms and conditions (GTC) apply to the formation, interpretation and execution of any agreement between BVBA EVENT TRAILER SERVICES, hereinafter referred to as EVENT TRAILER SERVICES, with company number 0478.415.975, with registered office at 2610 Antwerp, Dynamicalaan 14, and the client, as well as on any quotation made by EVENT TRAILER SERVICES.
2. By placing an order or accepting a quotation, the client acknowledges to have taken note of these GTC and to accept these GTC.
3. Any deviations from the GTC are only valid if they have been expressly accepted in writing by EVENT TRAILER SERVICES. The applicability of general or specific conditions of the client is hereby expressly rejected by EVENT TRAILER SERVICES. The GTC of EVENT TRAILER SERVICES always take precedence over the conditions of the client. Unless otherwise provided in these GTC, written correspondence includes any form of written correspondence, including electronic correspondence by e-mail.
- 4.
5. Prices stated in catalogs, brochures or promotional material are purely indicative and can be changed at any time. No claims can be formulated by the client with regard to EVENT TRAILER SERVICES for price differences between prices stated in catalogs, brochures or promotional material and the price on the invoice. Under no circumstances can such a price difference be invoked by the client as a reason for the cancellation of an order.
6. Waiver of any right from the GTC is not suspected, but can only be apparent from an express written confirmation of waiver by EVENT TRAILER SERVICES.
7. The nullity of a clause of the agreement does not affect the other provisions of the agreement.

Article 2 - Establishment of the agreement

1. The agreement between EVENT TRAILER SERVICES and the client is established a) if EVENT TRAILER SERVICES has previously submitted a quotation for execution to the client, at the moment that the client unconditionally agrees to this quotation in writing and within the set term to EVENT TRAILER SERVICES has delivered, b) in case of an order by the client without a prior quotation from EVENT TRAILER SERVICES, at the moment that EVENT TRAILER SERVICES accepts this order unconditionally and has delivered that acceptance to the client in writing.
2. Offers can be changed or withdrawn by EVENT TRAILER SERVICES as long as EVENT TRAILER SERVICES has not received written confirmation of this offer.
3. Offers remain valid for a maximum of 30 days from the moment they are submitted to the client.
4. Offers are based solely on the information that the client makes available to EVENT TRAILER SERVICES at the time of the request.
5. Quotations and purchase orders can be sent and received by e-mail and fax, in addition to sending by regular mail.
6. Any cancellation of an order or agreement must be made in writing by the client. It is only valid upon written acceptance by EVENT TRAILER SERVICES. In the event of cancellation, the client owes EVENT TRAILER SERVICES a fixed fee of 25% of the price of the total assignment with a minimum of 100.00 EUR, in addition to the amounts already invoiced and without prejudice to the right under EVENT TRAILER SERVICES to claim the actual damage suffered.

Article 3 - Implementation of the agreement

1. The client must provide EVENT TRAILER SERVICES, in a timely manner and free of charge, with all data and information necessary for the execution of the agreement, including in any case and not limited to: technical data, computer applications, computer files, documentation, test data, work descriptions and / or other relevant matters. The client guarantees and guarantees the correctness of the aforementioned data and information. The client is furthermore responsible and accepts the risk of, possible problems and / or claims arising from the content, inaccuracy, completeness and consistency of the data, information and materials provided. If information necessary for the execution of the agreement is not, not timely or not in accordance with the agreements,
- 2.
3. Delivery and / or execution times are only indicative and not binding, unless expressly agreed in writing. Eventual exceeding of the terms will not give rise to partial or complete dissolution of the agreement, nor to any compensation.
4. Additional work, not stated in the quotation or order form, is in principle 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 in the assignment of any nature whatsoever, by the client, after the conclusion of the agreement, must be notified by the client to EVENT TRAILER SERVICES in time and in writing and must be accompanied by a clear description of the activities to be performed. Such changes will be charged extra to the client.
6. EVENT TRAILER SERVICES reserves the right to perform additional work that was not stated in the agreement originally concluded between the parties and to charge the client for this, insofar as these work are necessary for the proper execution of the assignment, all this in the interest of the client. The client will be immediately informed of this additional work and its cost.
7. The goods that are made available to the client by EVENT TRAILER SERVICES in the context of the execution of the agreement, in particular the trailers, may not be transported or moved by the client, except with the prior written permission of EVENT TRAILER SERVICES. The goods will be delivered by EVENT TRAILER SERVICES to the place indicated in the agreement, as well as picked up there again. Changes 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 regard to the goods that are made available to the client by EVENT TRAILER SERVICES in the context of the execution of the agreement, in particular the trailers, at the time of delivery, in a contradictory manner and in duplicate, a state of rental drawn up, which must be correctly dated, and which must be signed by the client and EVENT TRAILER SERVICES. This state of rental property, as far as the trailers are concerned, describes in an accurate and detailed manner both the outside and the inside of the trailers, and is optionally provided with photo material. At the end of the period in which the goods, in particular the trailers, are made available, a statement of the rental goods is drawn up in the same way at the time of collection.

Article 4 - Force majeure

1. Force majeure on the part of EVENT TRAILER SERVICES will in any case apply if EVENT TRAILER SERVICES is prevented from fulfilling its obligations under the agreement or the preparations thereof in full and / or in time after the conclusion of the agreement as a result of, among other things, fire, water damage, flooding, natural disasters, weather influences, strike, business occupation, import and export obstacles, government measures, failure to obtain the necessary permits, defects to machines, failure in the supply of energy, late delivery of sold goods, raw materials required for this and / or auxiliary materials,...; everything both in the company of EVENT TRAILER SERVICES and with third parties from whom EVENT TRAILER SERVICES must purchase all or part of the goods and / or necessary materials, raw materials or services,
2. In case of force majeure, EVENT TRAILER SERVICES is at its option entitled to cancel the agreement without judicial intervention, or to suspend the moment of service and / or delivery until the moment when the force majeure ceases to exist, without the client being entitled to any claim.

can incur on any fee. All costs incurred by EVENT TRAILER SERVICES up to that point will be immediately and fully due and payable.

3. In the event of force majeure, the party that is adversely affected will immediately, and in any case within 8 days after the occurrence of the force majeure, notify the other party by registered letter. This notification must contain all necessary facts to enable the other party to establish the existence of the force majeure.

From that moment on, the implementation of the obligations affected by the force majeure, suspended for the duration of the force majeure. The party affected by the force majeure will make every effort to minimize the delay and will notify the other party of the measures that are being taken to that end.

The parties have the option to cancel the agreement without any compensation from one party to the other if the force majeure persists or it is established that it will continue for a period of at least 90 days.

Article 5 - Complaints

1. Complaints about delivered materials and / or goods, insofar as they concern visible defects, must, under penalty of forfeiture of recourse, be notified in writing to EVENT TRAILER SERVICES within 48 hours of receipt of the materials and / or goods. Complaints about work performed, insofar as it concerns visible defects, must, under penalty of forfeiture of recourse, be communicated in writing to EVENT TRAILER SERVICES at the latest upon delivery. If no formal delivery is foreseen, complaints about the visible defects of the work performed must, under penalty of forfeiture of recourse, be notified in writing to EVENT TRAILER SERVICES, within 48 hours after the completion of the work.
2. Any hidden defects in materials and / or goods supplied and work performed must, under penalty of forfeiture of recourse, be communicated to EVENT TRAILER within a period of 48 hours from the time at which the client has established or could reasonably have established the defect. SERVICES. This notification, also under penalty of forfeiture of recourse, must be made by registered letter and contains a detailed description of the defects.
3. Complaints about materials and / or goods delivered and work performed will be investigated by EVENT TRAILER SERVICES as soon as possible on their validity. The client will cooperate fully in this regard.
4. If, in the opinion of EVENT TRAILER SERVICES, a correct complaint has been made about materials and / or goods or work performed, and the client, also in the opinion of EVENT TRAILER SERVICES, has been able to provide sufficient evidence that the defect indeed already existed at the time of the delivery or execution of the works, EVENT TRAILER SERVICES will always at its own discretion a) replace or redo the defective materials and / or goods or the performed works, or part thereof, free of charge, b) the defect or the defective part of repair the materials and / or goods,

c) reimburse the purchase price of the defective materials and / or goods to the client, without the client being entitled to compensation.
5. EVENT TRAILER SERVICES accepts no responsibility whatsoever for defects caused by or arisen in the delivered goods due to the fault or action 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 color or dimensions of the delivered goods, insofar as these cannot be avoided, are generally accepted or are specific to the materials and / or goods used. EVENT TRAILER SERVICES is also not liable for printing, writing and / or counting
6. errors and / or ambiguities in quotations, order 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 forfeiture. In the absence of timely invoice protest, the invoice is considered to have been accepted by the client.
8. Under no circumstances does a possible complaint, neither with regard to materials and / or goods supplied, nor with regard to work performed, nor with regard to invoices, give the client the right to suspend his obligations under the agreement, nor to demand the dissolution of the agreement.

Article 6 - Liability

1. The liability of EVENT TRAILER SERVICES with regard to the delivered materials and / or goods and work performed is limited to what is stipulated in article 5.4. In particular, EVENT TRAILER SERVICES is not liable or obliged to pay compensation for any intangible, indirect or consequential loss, including but not limited to loss of profit or income, loss of sales, production limitations, administration or personnel costs, an increase in overheads, loss of clientele or claims of third parties, except in the case of fraud, intent or gross negligence.
2. EVENT TRAILER SERVICES does not guarantee defects that have arisen after the delivery of the materials and / or goods or the execution of the work as a result of abnormal weather conditions, normal wear and tear, improper use, lack of care, or changes made by the client or third parties.

3. In case of liability, EVENT TRAILER SERVICES is never obliged to compensate a higher amount of damage than the invoice amount (excluding VAT) of the work to be performed, 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 out by the insurer in the relevant case under the policy.
4. The liability of EVENT TRAILER SERVICES due to attributable shortcoming in the fulfillment of the agreement only arises if the client immediately gives EVENT TRAILER SERVICES notice of default in writing, whereby a reasonable term is set for remedying the shortcoming, and EVENT TRAILER SERVICES also after that term. attributable failure to comply with the obligations. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that EVENT TRAILER SERVICES is given the opportunity to respond adequately.
5. Any claim for compensation against EVENT TRAILER SERVICES will lapse by the mere lapse of 3 months after its creation, or earlier, if this is legally provided for.
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 is obliged to pay full compensation. In particular with regard to the trailers made available by EVENT TRAILER SERVICES, with a view to this, as well as with a view to a correct damage assessment, the statements of rental goods referred to in Article 3.8 are drawn up, both at the time of delivery and at the time of the collection of the trailers.

Article 7 - Payments

1. The client agrees that EVENT TRAILER SERVICES issues invoices digitally by e-mail. All invoices must be paid by the client within 30
2. days of the invoice date, unless otherwise agreed. The due date is always stated on every invoice.
3. In the absence of timely payment, the client automatically and without prior notice of default owes an annual interest of 10% on the invoice amount; In addition, the invoice amount is automatically and without prior notice of default increased by a fixed compensation equal to 15% of the invoice amount, with a minimum of EUR 100.00. All this subject to the right of EVENT TRAILER SERVICES to claim any additional compensation (s) from the client, including the reasonable (extra) judicial costs incurred.
4. In the event of non-payment, EVENT TRAILER SERVICES has the right to immediately suspend the performance and if the client subsequently remains in default, to dissolve the agreement. However, if the client pays the overdue amounts before the agreement is dissolved, EVENT TRAILER SERVICES will only resume performance after a one-off compensation of EUR 50.00 has been paid by the client.

Article 8 - Applicable law and competent courts

1. The legal relationships under application of the GC are exclusively governed by Belgian law.
2. Disputes can only be settled by the courts of the district in which the head office of EVENT TRAILER SERVICES is located.