

Article 1. Terms & Conditions

- 1.1 Only these general terms and conditions, in addition to any special conditions, apply to all offers originating from Dazzle Events BV.
- 1.2 These general terms and conditions take precedence over all other general terms and conditions of the customer. By placing an order, the customer is deemed to be aware of and irrevocably accepting these terms and conditions, thereby expressly and fully waiving the applicability of their own general and/or special terms and conditions.
- 1.3 These general terms and conditions can be consulted at any time on the website of Dazzle Events BV, <https://www.dazzle-events.be/>.
- 1.4 Deviations from the general and/or special terms and conditions are only valid if expressly agreed in writing by the parties.
- 1.5 If any clause forming part of these terms and conditions or the agreement should be null and void, the terms and conditions and the agreement shall otherwise remain in force and the clause concerned shall be replaced without delay in consultation between the parties by a clause that approaches the intention of the original clause as closely as possible.
- 1.6 All invoices of Dazzle Events BV are subject to the general terms and conditions as described here.

Article 2. Subject

- 2.1 Dazzle Events BV is a full-service event agency that organises company parties, New Year's receptions, product launches and provides exhibition stands.
- 2.2 The specific work to be carried out and the goods to be delivered are described in detail in the quotation.

Article 3. Offertes

- 3.1 Quotations from Dazzle Events BV are valid for 30 days, unless otherwise stated.
- 3.2 Dazzle Events BV is dependent on the availability of its subcontractors and suppliers.
- 3.3 Quotations are subject to change, unless otherwise agreed between the parties. Orders will only be considered final after they have been expressly accepted by Dazzle Events BV.
- 3.4 Amendments to the quotation must always be expressly confirmed by all parties.
- 3.5 The prices stated in the quotation are an indication based on probable services and quantities. Quotations are always an initial estimate made in good faith.
- 3.6 Prices quoted publicly on the website, in leaflets, brochures or any other advertising media or prices quoted in offers, specifications, price lists and verbal quotations are purely indicative and exclude VAT. Prices and rates shall only be confirmed by a written quotation.
- 3.7 All prices quoted are valid for services provided on Belgian territory and for a period of no more than 30 days after the fixed date of the offer.
- 3.8 A quotation shall always include a minimum of four (4) hours of work, excluding transport costs, which shall be charged at the hourly rate stated in the quotation, unless expressly stated otherwise in the quotation.
- 3.9 All statements contained in quotations shall be in addition to these General Terms and Conditions. In the event of any contradiction between the quotation and the General Terms and Conditions, the General Terms and Conditions shall prevail.

Article 4. Price for (additional) work – budget updates

- 4.1 The price to be applied between the parties is set out in the Quotation. By signing the Offer, the Customer agrees to the prices stated in the Offer.
- 4.2 The prices mentioned in the offer are indicative, without taking into account possible market developments. The price stated in the quotation may be subject to changes due to elements independent of the will of Dazzle Events BV.
- 4.3 Dazzle Events BV shall at all times have the right to adjust prices if this is necessary to offset its own costs, including but not limited to (i) an increase in the price of raw materials, goods or services required for the production of the goods, as well as an increase in the price of our own suppliers in respect of the goods to be supplied by us to the client; (ii) changes in the type, design, quality, packaging, shipping and delivery methods or other specifications relating to the goods in the quotation or order confirmation; (iii) shortage of quantities; and (iv) unexpected events beyond the reasonable control of Dazzle Events BV which make it difficult to fulfil the agreement.
- 4.4 All work not included in the quotation is additional work and will be charged at the following hourly rates:
- Show director: 130 EUR per hour,
 - Senior event manager: 90 EUR per hour,
 - Logistic manager (at larger productions): 80 EUR per hour,
 - Junior event manager: 65 EUR per hour,
 - Graphic design: 100 EUR per hour,
 - Truck driver: 60 EUR per hour,
 - Truck driver CE: 70 EUR per hour,
 - Carpeteer: 55 EUR per hour,
 - Warehouse: 42 EUR per hour,
 - Stagehand: 42 EUR per hour.
- 4.5 Stacking rates are as follows:
- Storage/output per pallet: EUR 6,
 - Shipping materials: per quote. General price parcel up to 30kg: 8.96 EUR via DPD,
 - Rental per week for large temporary volumes: 5 EUR/pallet/week - minimum of 1 pallet,
 - Long-term rental small or large materials: EUR 14/m3/month - minimum of 1m3,
 - Receipt and dispatch and handling of materials hourly rate: EUR42/hour,
 - Customised insurance with a minimum of EUR 2/month (admin).
 - Transportkosten worden aangerekend aan 0,50 EUR per kilometer.
- 4.6 If, during the development of a concept or event, it becomes apparent that the budget needs to be increased, this will be discussed with the Client. The resulting budget update will be binding after confirmation by e-mail.
- 4.7 When Dazzle Events BV develops a concept, a retainer fee will always be payable. This retainer fee is a minimum charge for the development of the concept, budget and presentation of an assignment. This fee will be a minimum of EUR 800. Dazzle Events BV has the right to charge more. The retainer fee will also be included in the quote
- 4.8 The agreed prices are exclusive of VAT, unless otherwise agreed between the parties. If the VAT rate changes before the price is invoiced, the price of the work still to be invoiced will be adjusted accordingly, even if a price including VAT has been agreed.

Article 5. Written confirmation

- 5.1 Orders should be confirmed by the client in writing, including by e-mail, by signing the offer or agreement. If the client fails to do so and the order is confirmed by Dazzle Events BV and no objection is made within 8 days, the content of that confirmation shall apply. Commencement of

- performance shall be deemed to be confirmation, unless it is subject to reservation.
- 5.2 Any additional work or budget updates will always be communicated by e-mail. The additional work or budget updates will always be confirmed by the Client by replying to this e-mail. Failure by the Client to reply within 24 hours shall be deemed to be confirmation of the additional work. By sending further assignments and orders to Dazzle Events BV, the customer confirms his/her agreement with the additional work.
- 5.3 Verbal or written options do not bind Dazzle Events BV. An order will only be accepted as ordered if the agreement or order form has been signed.
- 5.4 Verbal or written amendments to the agreement form an integral part of the agreement. All terms and conditions of the agreement and the general terms and conditions of Dazzle Events BV remain applicable to amendments to an agreement.

Article 6. Performances of services

- 6.1 The work will be carried out by Dazzle Events BV according to the rules of the art.
- 6.2 The promotion of the event shall be the sole responsibility of the client, at the client's expense and under the client's responsibility, unless otherwise agreed. The client must accept that the logo of Dazzle Events BV and its service providers will be used in the promotional material in accordance with clause 13.6 of these general terms and conditions.
- 6.3 Dazzle Events BV reserves the right to have the order executed by third parties or subcontractors. Dazzle Events BV will only work with third parties and/or subcontractors whose quality it can guarantee at all times.

Article 7. Delivery and execution times

- 7.1 The execution periods specified by Dazzle Events BV are purely indicative, unless expressly agreed otherwise. Dazzle Events BV can never be held liable for late execution. Naturally, Dazzle Events BV will ensure that if an event is to be held on a certain date, everything will be in order by that date.
- 7.2 Late performance can never give rise to a right to compensation, nor to a right to postponement of payment obligations or dissolution of the agreement.
- 7.3 If Dazzle Events BV is unable to confirm a date for an event, another suitable date will be chosen. The postponement of the date of the event cannot result in the termination of the agreement.

Article 8. Special arrangements for food orders

- 8.1 Orders for food and drink must be made in good time. The final number of persons must be confirmed by e-mail to Dazzle Events BV no later than 7 days before the event. No orders or changes can be accepted after this date.
- 8.2 Dazzle Events BV cannot be held liable if the customer provides an incorrect number of persons. This remains the responsibility of the client..

Article 9. Invoicing

- 9.1 The prices to be applied between the parties are stated in the quotation.
- 9.2 Invoices will be sent to the Customer electronically. All invoices are payable at Nijverheidskaai 14, 9040 Ghent and by bank transfer to bank account BE81 0016 3405 4724 of Dazzle Events BV. A payment period of 14 days applies.
- 9.3 Unless expressly agreed otherwise, each Event Order shall be accompanied by payment of a deposit of at least 40% of the total amount of the Order. A further instalment of 30% shall be paid prior to the commencement of the event. The

- final instalment shall be paid no later than 30 days after receipt of the final invoice.
- In the event that an event is to be organised at short notice (i.e. less than 30 days' notice), the client shall pay 50% of the order upon signing the agreement or order form and the second instalment of 50% shall be paid no later than 14 days after receipt of the final invoice.
- In the event that Dazzle Events BV is commissioned to design an exhibition stand, 60% of the order will be paid upon signature and the second instalment of 40% will be paid upon delivery of the exhibition stand.
- 9.4 Any unpaid invoice will, from the due date and by operation of law and without any reminder, incur a default interest of 10% per annum on the invoice amount including VAT, even if a period of grace has been granted.
- 9.5 In the same case, the balance due will also be increased by a flat-rate compensation of 10% of the invoice to cover the extrajudicial collection costs, with a minimum of EUR 250.00, without prejudice to the costs of possible collection or possible legal costs incurred by Dazzle Events BV. In addition, in this case, all allowed discounts will be cancelled.
- 9.6 In the event that there are several outstanding invoices, a lump sum will be payable on each of the invoices.
- 9.7 Late payment of any invoice will result in the suspension of all services and all outstanding invoices will become immediately due and payable in full.
- 9.8 In the event of non-payment or late payment, Dazzle Events BV reserves the right to cancel any planned events and services, without prejudice to Dazzle Events BV's right to claim damages.
- 9.9 If the invoice is made out in the name of a third party at the request of the client, the client will be obliged to pay in solidarity with this third party.
- 9.10 Advances and amounts already paid will in any case be acquired by Dazzle Events BV, even if the order has not yet been paid in full.

Article 10. Adjustments

- 10.1 Adjustments within a margin of 5% of the total component of the order will be permitted up to a maximum of two weeks prior to the start of production of the event. Adjustments requested after this time will not be accepted unless otherwise agreed.
- 10.2 Any suspension or adjustment of an order in the course of its execution may result in a revision of the originally agreed price, without prejudice to the sanction relating to the intellectual rights of Dazzle Events BV. Prices and rates as a result of adjustments are subject to increases due to last-minute deliveries and short-term indexation.

Article 11. Annulering

- 11.1 In the event of cancellation of the order by the client, Dazzle Events BV will have the option to demand the forced execution of the agreement or to cancel the execution and claim damages. In the latter case, the client will be obliged to reimburse all expenses already incurred.
- 11.2 Cancellation must be made in writing and is only valid if accepted in writing by Dazzle Events BV.
- 11.3 In the event of partial cancellation, compensation will be calculated on the basis of the amount corresponding to the cancelled part.
- 11.4 In the event of cancellation, the customer shall owe a fixed compensation of 20% of the total amount of the order. In the event of cancellation by the Client less than 30 days prior to the start of production of the event, the Client shall owe a lump sum compensation of 25% of the total amount of the order. No cancellation will be accepted less than 14 days prior to the start of the event. In this case, compensation of 100% of the contractually agreed amount will be due.
- 11.5 In any case, in addition to the compensation referred to in Article 10.4, the Customer shall owe transport costs of EUR 0.50 per kilometre.

- 11.6 In the event that the costs already incurred and the hours worked exceed the percentage of compensation referred to in Article 10.4, these actual costs shall also be passed on in the event of cancellation. The lump sum compensation as referred to in Article 10.4 will also be increased by the agency fees and the stated profit that Dazzle Events BV has lost as a result of the cancellation.

Article 12. Force Majeure

- 12.1 Force majeure is any event that constitutes an insurmountable obstacle to the normal fulfilment of the obligations of Dazzle Events BV and forces it to temporarily or permanently cease work. Examples are fire, explosions, terrorist attacks, earthquakes, seaquakes, storms or other weather conditions, war or civil war, revolutions, strikes, blockades, riots, epidemics, pandemics, breakdown of machinery, an act of government or any other authority, lockout and the consequences thereof.
- 12.2 In the event of a situation of force majeure as a result of which Dazzle Events BV can no longer fulfil its contractual obligations towards the client, these obligations will be suspended until Dazzle Events BV is still able to fulfil the obligations, without Dazzle Events BV being in default with the fulfilment of these obligations and without Dazzle Events BV being liable for any compensation.
- 12.3 If Dazzle Events BV is unable to perform the agreement for more than one month, the parties will consult with each other regarding the future performance of the agreement. If no agreement can be reached, each party will have the right to terminate the agreement without notice or compensation.
- 12.4 Notice of termination shall be given to the other party by registered letter. In order to validly invoke termination due to force majeure, the registered letter must be sent within two working days of the certainty of the existence of force majeure.
- 12.5 Dazzle Events BV shall be entitled to all services already rendered and costs incurred by Dazzle Events BV up to the termination of the agreement due to force majeure.

Article 13. Liability

- 13.1 Dazzle Events BV is responsible for the performance of the agreed services/orders.
- 13.2 The liability of Dazzle Events BV is covered by its professional liability insurance.
- 13.3 Dazzle Events BV can never be held liable for late performance, unless this is due to gross negligence on its part, which is in direct causal connection with a proven loss.
- 13.4 Dazzle Events BV is not responsible for the actions or errors of third parties, but only for its own errors.
- 13.5 The client is liable for any damage caused by its invitees (e.g. but not limited to: broken glass, damage to materials). Any damage assessed by Dazzle Events BV will be added to the final invoice to the client.
- 13.6 Dazzle Events BV cannot be held liable for any non-conformity of the event allegedly caused directly or indirectly by the information, elements or instructions provided or approved by the client, or by force majeure.
- 13.7 The client guarantees Dazzle Events BV that all elements of the event (music, sets, images, costumes, etc.) that it makes available to Dazzle Events BV for the performance of its services may be freely used for this purpose. The client shall indemnify Dazzle Events BV against all direct and indirect consequences of claims that may be brought against it by third parties, including the costs of defence.
- 13.8 In the event of damage, this cannot result in the suspension of payment or non-payment of invoices. Offsetting against the invoice amount is excluded.

- 13.9 The client who rents goods from Dazzle Events BV (exhibition stands, displays, furniture, etc.) is responsible for these goods from the moment he takes delivery of these goods until the moment the goods are returned to the possession of Dazzle Events BV. Damaged, lost or stolen goods must be fully reimbursed by the customer to Dazzle Events BV.

- 13.10 Dazzle Events BV is not liable for any hidden defects or for any direct or indirect damage resulting therefrom, unless Dazzle Events BV was aware of these defects. In any case, Dazzle Events BV reserves the right, in the event that it is sued for compensation for hidden defects, to choose either the repayment of the amount paid by the customer for the goods or the repayment of the amount paid by the customer for the services.

- 13.11 The damage for which Dazzle Events BV can be held liable can never exceed the value of the agreement. In any case, the damage for which Dazzle Events BV can be held liable will not exceed the following amounts:

- EUR 5,000,000.00 for personal injury and damage to property, mixed per claim, for non-contractual damage to third parties,
- EUR 2,500,000.00 for mixed personal injury and property damage per claim and per insurance year, for contractual and extra-contractual liability to third parties after delivery,
- EUR 500,000.00 for bodily injury and damage to property, in total, per claim and per insurance year, for contractual and extra-contractual liability towards third parties as a result of errors, omissions or negligence committed in the course of professional activities.

- 13.12 In the event that Dazzle Events BV is acting as a consultant, all materials of Dazzle Events or the client will be transported at the expense and risk of the client.

- 13.13 In the event that Dazzle Events BV acts as a consultant and/or in the absence of an agreement to the contrary, the client undertakes to take out all insurance agreements that are customary for an event organiser (including exhibitor's liability insurance and all-risk insurance) and will in particular ensure that the staff of Dazzle Events BV and its service providers for the event, as well as the materials used by it for the event, are insured.

- 13.14 The necessary administrative or other permissions, as well as accreditations necessary for organising and producing the concepts and ideas provided by Dazzle Events BV, this is the full responsibility of the client. Dazzle Events BV cannot be held liable for the absence of any of these permissions/accredits.

- 13.15 Any natural person who undertakes towards Dazzle Events BV in the name of another natural person, a company or an association shall be personally and jointly and severally liable with that third party, that company or that association for the commitments thus entered into. Dazzle Events BV is exclusively responsible towards the customer. The natural persons acting with Dazzle Events BV are deemed to have all power to represent it and to act in the name and on behalf of the client.

Article 14. Reservation of ownership and intellectual property

- 14.1 Contrary to Section 1583 of the Dutch Civil Code, Dazzle Events BV remains the owner of all goods delivered or to be delivered to clients until the price of these items has been paid in full. This does not affect the transfer of risk. It is prohibited to copy, reproduce, distribute, create a derivative work in electronic or printed form, in whole or in part, of the information of Dazzle Events BV and the content of its proposals - suggestions by any means whatsoever.

Only one copy may be stored on a single computer and only for the personal use of the person downloading the content.

It must also contain the copyright notice and all other proprietary notices.

Any other reproduction requires the express prior written permission of Dazzle Events BV. All reproductions of concepts and/or images for public or private use must be mentioned in the quotation or on the order form and will only be made within the framework of the order or use of the licence.

A call sheet will be sent to the client at least one week before the start of the event. This will contain the agreements provided for in this article.

This authorisation shall in no case involve a transfer of rights and shall be granted without any exclusivity in favour of the client and exclusively for the territory and duration of the order. In the absence of clarification or in case of doubt, the need within the framework of the Customer's order shall be deemed to be strictly limited to the first use made by it, for the territory of Europe and for the duration of one year.

This permission to use in accordance with the foregoing is subject to the fulfilment by the client of all its obligations, including the payment of the sums due to Dazzle Events BV and the respect of the intellectual property rights to the event, materials and creations supplied.

14.2 The making of sound, photographic or audiovisual recordings of the whole or any part of an event is prohibited.

Dazzle Events BV reserves the right to distribute images of the event as it will have taken place, and this for the purpose of conducting publicity or giving a presentation or any other broadcast as an example or promotion of the work it realises, and this in any manner it would choose and in any case with reference to Dazzle Events BV.

14.3 Events not selected by the client, including all images, music, films, projects, sketches, models and other creations or works may not be used in any way without the prior written consent of Dazzle Events BV.

14.4 The concepts and events may not be modified without the express and written consent of Dazzle Events BV.

14.5 Dazzle Events may affix its name or logo, and those of its service providers, to media used to advertise the event, in accordance with modalities to be agreed with the client; this sign may not be altered, removed or moved without the consent of Dazzle Events BV.

14.6 In all cases, Dazzle Events BV retains sole and exclusive ownership of all intellectual and other property rights, including but not limited to copyrights, trademark rights, rights to drawings and models, patent rights, with respect to the information on the services provided and the content of the work it provides, even if the performance or concept of an event would have remained in the development stage.

14.7 Dazzle Events reserves the right to submit concepts and ideas to various clients regardless of the stage of development of the event or idea.

14.8 Failure to comply with the provisions of this article will result in at least full compensation by Dazzle Events BV. As a minimum, Dazzle Events BV will send an invoice for the services provided for this purpose.

14.9 In the event that the buyer disregards the intellectual property rights or other rights of Dazzle Events BV and does not comply with the above-mentioned conditions, the buyer shall be obliged to compensate and indemnify Dazzle Events BV against all claims or demands that may be asserted as a result of the infringement committed.

Article 15. GDPR and privacy

15.1 Dazzle Events BV attaches great importance to the protection of the personal data of its

customers. Customers are informed about the protection of their personal data in the privacy policy of Dazzle Events BV: <https://www.dazzle-events.be/privacy-policy/>.

15.2 Under the agreement, personal data may be processed for the purposes arising from the agreement concluded between the parties. Personal data will only be processed if this is necessary for the performance of the agreement. If Dazzle Events BV processes personal data for other purposes, it will request prior consent for this.

Article 16. Obligations of companies

If the customer does not fulfil his/her administrative and legal obligations, Dazzle Events BV cannot be held liable for this in any way. The client indemnifies Dazzle Events BV for any claims that might arise from the non-compliance with his/her obligations.

Article 17. Disputes

17.1 Clients must notify Dazzle Events BV of any complaints regarding the services provided and/or invoices by registered letter within 8 days of the invoice date, stating the reasons for the protest. Failure to do so will result in the invoices being deemed accepted without reservation.

17.2 Complaints do not suspend the Customer's obligation to pay. Complaints must be clearly described so that Dazzle Events BV can take the necessary steps to remedy the complaints, insofar as they are justified. If no complaints are made, the customer is deemed to have accepted the services, goods and invoices provided.

17.3 Any disputes shall be settled by the courts of the district where Dazzle Events BV has its registered office.

17.4 Only Belgian law is applicable.

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