

Article 1: Acceptance of the general terms and conditions - Applicability

These general terms and conditions apply to all agreements concluded between BRIC 74 BV and the customer, as well as to all other legal relationships between BRIC 74 BV and the customer, including orders and quotations. Deviations from these general terms and conditions are enforceable against BRIC 74 BV only if confirmed in writing by BRIC 74 BV. In all cases, these general terms and conditions take precedence over those of the customer. These general terms and conditions apply both where the customer is a natural or legal person who acquires or uses the supplied goods or services exclusively for non-professional purposes, and between businesses in commercial transactions resulting in the supply of goods or the provision of services in the context of an independent professional or economic activity, whether wholly or partly. The fact that the customer has not received BRIC 74 BV's general terms and conditions in the customer's legally recognized native language does not release the customer from their application. Upon written request, the customer may obtain a translation.

Terms and conditions in French and English are available on request.

Article 2: Quotations - Orders - Agreements

- a. Quotations issued by BRIC 74 BV by e-mail or via Peppol are always non-binding and may not at any time create obligations on the part of BRIC 74 BV. The prices of the catering packages offered are also for information purposes only and can never constitute acceptance of an offer or create any commitment. Unless BRIC 74 BV expressly agrees otherwise, the agreement, including the rights and obligations contained therein, only comes into existence upon final signature of the contract by both parties, or after written confirmation of the final assignment and counter-confirmation thereof by e-mail, post or fax by both parties. If an advance payment is required, the agreement will only come into existence after full payment of the relevant advance. Any order submitted by the customer is binding on the customer, but BRIC 74 BV is only bound after written acceptance of the order by BRIC 74 BV. The number of persons for a beverage option may be changed by the customer up to two days before the event. Any change to the order is always at the customer's expense. BRIC 74 BV may likewise not be held liable for clerical or material errors in its quotations.
- b. BRIC 74 BV reserves the right to amend the payment terms before final signature of the agreement. It will inform the customer of the amended terms in good time. At that point, the customer retains the right to refrain from concluding the agreement without charge. The amendment of these terms may be prompted by the total amount, possible risks and the customer's solvency. Their application shall take place without any requirement to provide justification or evidence.
- c. Arrangements made with BRIC 74 BV bar staff are not binding unless confirmed in writing by persons authorized to do so on behalf of BRIC 74 BV.

Article 3: Prices

- a. Every quotation/agreement is drawn up on the basis of the information provided by the customer regarding location, schedule and number of guests. The customer must therefore specify the start and end time of a room rental, including the set-up and dismantling required for the event by the customer or a partner designated by the customer. A room rental is therefore limited to these agreed hours, including delivery and collection of equipment. The price will be recalculated if changes occur. If, after conclusion of the agreement, the customer makes changes to the agreed details regarding location, schedule, number of guests, requirements or any other information, such changes may result in an increase in the agreed price. A room rental is always limited to the day of the event itself, including delivery or collection of equipment. An increase in the agreed price will also apply where the customer has provided BRIC 74 BV with incorrect information.
- b. Unless stated otherwise, and except for private consumers, the prices stated in price lists, quotations and agreements are always exclusive of VAT. Logistics and other requirements are not included in the agreed price unless stated otherwise.
- c. Unless otherwise agreed in writing in the agreement, beverages and food are supplied exclusively by BRIC 74 BV and its preferred partners. Unless agreed in writing, customers may not consume their own beverages or food during an event organized at BRIC 74 BV, nor may they use their own or other catering services.
- d. Prices for assignments remain valid for 3 months after confirmation of the assignment by the customer. Thereafter, BRIC 74 BV may have the right to adjust them to the prices then in force following unforeseen increases in food and/or beverage prices, additional taxes and/or hourly wages in the hospitality sector. Where applicable, such adjustments will be made on the basis of the health index according to the following formula: $\text{base quotation price} \times \text{new index} / \text{initial index}$. The initial index is the index for the month preceding signature of the agreement.
- e. If VAT is increased by the authorities before the event date, the total price will be adjusted by the same proportion.

Article 4: Options and reservations

- a. When requesting a quotation, the customer may obtain an option. This option is non-binding. The period of validity of the option depends on the date of the request and the date of the event. When the customer agrees to the quotation by signing it or by e-mail, the full room rental charge will be invoiced.
- b. Payment of the first advance by the customer constitutes express acceptance of the general terms and conditions.

Article 6: Cancellation or termination of an order/reservation

Cancellation of a confirmed booking or order is only possible by registered letter addressed to BRIC 74 BV at its registered office, Quai aux Briques 74 - 1000 Brussels. In the event of cancellation or termination of the order by the customer, the customer owes BRIC 74 BV an irreducible lump-sum compensation equal to 50% of the rental price. If the customer terminates during the period of 4 months preceding the event, the customer must pay compensation equal to 100% of the agreed room rental price, excluding services supplied directly by BRIC74 BV (beverages, coffee). Compensation for services that would be supplied by external partners of BRIC74 BV will depend on those partners (e.g. sandwiches, empanadas, ...). If the cancellation takes place within 14 days before the event, additional costs may be charged to the customer, such as booked staff or beverages purchased specifically for the event.

From the date on which BRIC 74 BV gives formal notice demanding payment of the compensation, default interest of 10% per year is due on the amount of the compensation.

Article 7: Invoicing - Payment

- a. The correct invoicing details, which may differ from those on the order documents, must be communicated by the customer in writing when signing the agreement/quotation or confirming by e-mail, and no later than before the event takes place. After invoicing, these details can no longer be changed except against an additional administrative charge of EUR 25.00. The customer accepts that a valid invoice may be received by post, e-mail and Peppol. All invoices are payable at the registered office of BRIC 74 BV. From the due date, every unpaid invoice automatically and without notice of default bears interest at 10% per year until the date of full payment. In addition, automatically and without notice of default, lump-sum compensation equal to 10% of the outstanding invoice amount will be due, with a minimum of EUR 100, without prejudice to additional recovery costs. Late, incomplete or non-payment of one overdue invoice makes all invoices not yet due immediately payable. If the invoice has not been paid by the fifteenth day after a reminder has been sent, BRIC 74 BV may unilaterally and extrajudicially terminate the agreement with the customer by simple notice sent by registered letter, without prejudice to BRIC 74 BV's right to claim damages. BRIC 74 BV also has the right, among other things, to suspend or stop the services immediately. To the extent that the customer fails to comply with any payment terms or other obligations, BRIC 74 BV has the right to suspend or postpone its obligations in connection with other ongoing contracts between the parties.
- b. Any complaints regarding invoicing must reach the registered office of BRIC 74 BV within seven working days of the invoice date and must be sent by registered letter.

- c. Payments made by the customer shall be applied to the oldest outstanding invoices. As long as one or more invoices remain unpaid, the customer undertakes, at BRIC 74 BV's first request, to provide security for payment of those invoices in the form desired by BRIC 74 BV.

Article 8: Final number of persons

The final number of persons/guests may be changed by the customer up to 2 days before the event by e-mail with acknowledgement of receipt (info@aubassin.be). Where applicable, BRIC 74 BV will charge the customer an additional amount for the reservation cost of extra persons. If fewer guests attend the event than the number communicated to BRIC 74 BV, the reserved number will be charged. If more guests attend than the number communicated to BRIC 74 BV, the cost of the extra guests will be charged to the customer.

Article 9: Practical arrangements for room decoration and scheduling

For events, the customer must always submit in advance a detailed schedule containing the planned activities, for which BRIC 74 BV's written consent is required before the event may take place. No later than 10 days before the start of the event, the customer must provide BRIC 74 BV, among other things, with the room layout and other practical arrangements by e-mail with acknowledgement of receipt (info@aubassin.be). Schedules must likewise be discussed and confirmed 15 days in advance (e.g. speeches, presentations, etc.). If changes to the practical arrangements made (including room decoration and scheduling) that differ from the reservation are not communicated and confirmed in writing no later than 7 days in advance, BRIC 74 BV may, if necessary, issue an additional settlement to the customer for the changes made.

Article 10: Lighting and music installations and DJ

- a. Unless otherwise indicated, BRIC 74 BV provides its own establishments with a basic music system included in the price. If the customer wishes to have a different music/lighting installation for the event, this can be reserved through BRIC 74 BV against payment of an additional rental fee to be agreed. The customer is nevertheless always free to arrange this independently. All other forms of music, such as an orchestra, band, etc., must be discussed in advance and approved by BRIC 74 BV. Every sound system must be equipped with a decibel meter. Pursuant to Article 2 of the Royal Decree of 24 February 1997 laying down noise standards for music in public and private establishments, the music level may not exceed 85 or 95 decibels (depending on the room) at any location in the establishment where persons may normally be present. The music must be connected to BRIC74 BV's sound system. The customer is responsible for compliance with this Royal Decree. If the police determine that there is noise nuisance, the customer will bear responsibility for it.
- b. The parties agree that the provision of the relevant music/lighting installations, as well as live bands and DJs, constitutes an obligation of means on the part of BRIC 74 BV.

BRIC 74 BV excludes liability for any malfunction or lack of quality. Subject to agreement, the customer is always free to inspect the equipment in advance and, where applicable, to make arrangements with the live band or DJ regarding music choices, specific requests, etc.

- c. The customer must indemnify BRIC 74 BV against all damage to the supplied installations caused by the customer's own actions or those of the customer's guests.
- d. If the customer organizes an event at a BRIC 74 BV establishment or at another location, the customer undertakes to pay the applicable rights and taxes, including SABAM. This will be organized by BRIC74 BV.
- e. If the customer organizes an event at a BRIC 74 BV establishment or at another location that cannot be regarded as a private event (i.e. accessible to the general public), the customer is fully responsible for obtaining any necessary class 2 or 3 environmental permit. The customer is fully responsible for compliance with the relevant legislation (Criminal Code, Art. 561, 1° / Civil Code, Art. 544 / Code of police regulations of the place where the event takes place). Any consequence of failure to comply with the legislation in this regard falls entirely under the customer's responsibility. The costs of complying with the aforementioned requirements are entirely at the customer's expense.

Article 11: Decoration

If the customer wishes to provide decoration independently, BRIC 74 BV must receive a detailed plan indicating which materials will be used and how they will be installed. After the event, all decoration must be removed on the same day and the room must be left in its original condition. The customer is responsible for all damage caused to BRIC 74 BV's installations and buildings. It is not permitted to attach materials to walls, ceilings or floors where this would cause any damage to the building (e.g. drilling, nails, screws, ...). The use of confetti and similar party materials is not permitted without BRIC 74 BV's consent. An additional cleaning charge may be applied in such a case.

Article 12: Event communication

BRIC 74 BV's graphic design department may, if desired, prepare the customer's printed materials, web page, invitations and menus at favorable rates. It is necessary for the quotation and order to be requested in good time. Banners and large logos of an organization are prohibited outside the spaces actually rented.

Article 13: Smoking ban

Pursuant to the law, a general smoking ban applies in BRIC 74 BV's premises except in areas designated for that purpose. The customer and the customer's guests must comply with this ban, failing which any resulting fines and sanctions will be borne by the customer. In the event of non-compliance with the smoking ban, BRIC 74 BV also reserves the right to remove offenders from the premises, if necessary with the assistance of the competent public authorities.

Article 14: Damage caused - Indemnity

- a. The customer is liable for any damage caused to the building, garden, terrace and all goods located inside or outside the building as a result of faults or negligence committed by the customer, the customer's guests and any other person present before, after or during the event or working on the customer's behalf. BRIC 74 BV is not responsible for theft, fire or accidents that may occur in the parking area, the building or cloakroom, garden and terrace. The parties further agree that BRIC 74 BV is released from all liability for, among other things, damage to and/or theft, disappearance or damage to vehicles located on or around the parking area and the objects in them, and any material or bodily injury caused to customers or third parties by the customer, the customer's guests, any other person present before, after or during the event or working on the customer's behalf, or by third parties.
- b. Missing returnable containers, cutlery, flowers, decorative items and other materials owned by BRIC 74 BV will also be charged to the customer.
- c. Unless otherwise agreed in writing, BRIC 74 BV is also not responsible for materials and products brought by the customer. The customer must take out any appropriate insurance for the materials and products brought by the customer.
- d. The customer must indemnify BRIC 74 BV against all damage caused as a result of nuisance, including noise nuisance, and accepts BRIC 74 BV's right to intervene when the legally permitted noise standards are exceeded. BRIC 74 BV may stop the event without being liable for compensation for any damage.
- e. The customer alone is responsible for the costs and arrangements relating to copyright and neighboring rights with the relevant collecting societies (e.g. SABAM) and shall fully indemnify BRIC 74 BV against all third-party claims in this connection.

Article 15: Force majeure

If performance of the agreement becomes impossible as a result of force majeure, the agreement is terminated by operation of law and without notice of default. BRIC 74 BV will inform the customer of the force majeure situation as soon as possible. In the event of force majeure, BRIC 74 BV is released from liability for failure to perform the obligations arising from the agreement. Force majeure includes, among other things, any event over which BRIC 74 BV reasonably has no control, including but not limited to: accidents, strikes, lock-outs, lock-downs, riots, war, lack of means of transport, fire and machinery breakdown, system outages, failure of half of the necessary employees to appear, ...

Article 16: Customer status - Ongoing agreements

BRIC 74 BV may, without any compensation, consider the agreement terminated by operation of law and without prior notice of default in the event of bankruptcy, manifest insolvency or any other change in the customer's legal or financial position. In the event of loss of creditworthiness (e.g. bankruptcy, application for judicial reorganization, liquidation, debt settlement, etc., or the threat thereof), all invoices not yet due will likewise become immediately payable.

Article 17: Reputational harm

Under no circumstances may the purpose of the event as agreed with BRIC 74 BV be unilaterally changed by the customer. The customer undertakes to protect BRIC 74 BV's image from any possible reputational harm, including, without limitation: noise nuisance, vandalism, disputes and similar conduct. The customer must pay compensation to BRIC 74 BV if reputational harm of any kind damages BRIC 74 BV's image. This compensation will be assessed by BRIC 74 BV by reference to the damage it has suffered.

Article 20: Copyright

Any use of the name AU BASSIN or the related operating names, photographic material belonging to the company, the AU BASSIN logo or the trademark requires BRIC 74 BV's prior written consent. If recordings will be made during an event, BRIC 74 BV must be informed.

Article 21: Safety

Safety takes priority for all events held at BRIC 74 BV establishments. Before the event begins, extensive safety instructions are given to the organizer or responsible person. Changes may be made during any event if safety factors require this. Each participant is likewise expected to exercise the necessary vigilance, take responsibility for safety and follow the instructions. If the organizer allows the event to begin, the organizer is presumed to have received the aforementioned extensive instructions at that time.

Article 22: Insurance

- a. Fire safety: All entrances and exits to the room must remain clear at all times. Every form of decoration must be discussed with BRIC 74 BV in advance. Thumbtacks and/or nails may not be used. No decoration may be attached to the ceiling. The use of confetti, flammable paper tablecloths/runners, heat-emitting appliances, fireplaces, indoor/outdoor fireworks, incense and/or any form of decoration involving fire is strictly prohibited. If breaches are identified, the customer must inform a BRIC 74 BV staff member as soon as possible; they will assess the situation and take the necessary steps. Any breach or attempted breach of the above fire-safety provisions will result in the immediate termination of the activity. The rental price, advances and consumption charges will remain payable even if the activity is stopped.
- b. If a party or event is organized which, by its nature, entails a higher risk of accidents or damage than a regular party or event (such as a wedding, staff party, ...), the customer must take out the necessary insurance to cover those risks. The customer must indemnify BRIC 74 BV against all risks and damage that may arise during the event or party. Examples of insurance to be taken out by the customer include: accident insurance, civil liability insurance, contractual liability insurance, ...

Article 23: Certificates and permits

- a. The customer undertakes to have fulfilled all necessary regulatory and administrative requirements for the planned events to take place, including, by way of example, SABAM, taxes, etc. Any consequence of not having the correct certificates, (work) permits and similar documents falls entirely under the customer's responsibility. The costs of fulfilling the aforementioned requirements are entirely at the customer's expense.
- b. If the customer uses externally hired staff or organizations, the customer is responsible for all insurance, including occupational accident insurance. Arrangements with externally hired staff or organizations do not bind BRIC 74 BV unless confirmed in writing by the manager. As stated previously, BRIC 74 BV is only responsible for taking out fire insurance if the event takes place in its establishment. The customer must take out all other insurance for both the event guests and the external staff engaged by the customer.

Article 24: Invalidity of provisions

If one of these General Terms and Conditions proves to be invalid and/or unenforceable, the other conditions nevertheless remain fully in force. The customer and BRIC 74 BV will consult in order to agree on a new provision replacing the invalid or annulled provision, taking into account as far as possible the purpose and scope of the invalid or annulled provision. BRIC 74 BV reserves the right to amend or update the general terms and conditions at any time without prior notice.

Article 25: Disputes

- a. Any complaints relating to the event must be made by registered letter within a limitation period of 7 days after the date of the event. Complaints and/or disputes of any nature do not entitle the customer to suspend performance of the customer's obligations towards BRIC 74 BV, nor do they entitle the customer to cancel the order. If the complaint is well-founded, BRIC 74 BV's maximum liability will in all cases not exceed the price of the service, and BRIC 74 BV may choose, where possible, either to remedy the defective or non-conforming service or to compensate the customer for the direct loss suffered by the customer (limited to a maximum of the cost price of the relevant service).
- b. Any dispute relating to an agreement with BRIC 74 BV is governed by Belgian law and the courts of the Brussels judicial district have exclusive jurisdiction to settle disputes, regardless of the nature and place of performance of the agreement.