

## Payment, rental, sales and general terms and conditions:

### **Art. 1. Validity of the contract terms and conditions**

Subject to deviations explicitly stipulated in writing, all the general contract terms and conditions apply to all Studio Uno's transactions. These terms and conditions of Studio Uno take precedence over the contract terms and conditions of the other contracting party/parties.

### **Art. 2 Payment terms**

1. All invoices are payable before the due date.
2. Any complaints about the invoice or bill must be notified by registered letter within 8 days of receipt. Failing this in mora notification, the goods, materials, work delivered and the invoice shall be deemed to have been accepted.
3. Setting off debts by offsetting invoices will not be allowed by Studio Uno.
  1. If an invoice remains unpaid, from the 30th day after the invoice date, the invoice amount will be increased by law and without notice of default by 1% interest on arrears per month and 10% by way of conventional compensation.
  2. The latter, however, with a minimum of €125.
  3. All costs and charges that may arise from the collection of Studio Uno's invoices will be borne by the co-contractor.

### **Art. 3 Cancellation / Rebooking costs**

1. The organizer agrees to pay 50% of the agreed price as compensation if he/she cancels the event, regardless of the reason, even in cases of force majeure or unforeseeable circumstances, within 14 days of receiving a registered letter from Studio Uno (an advance payment will be deducted). If the event is cancelled within 60 days before the event, 100% of the booking amount will remain due. Any advance paid to Studio Uno will only be recoverable on cancellation of the activity by Studio Uno.
2. Studio Uno or one of its appointees cannot be held liable for any case of force majeure or unforeseeable circumstances which make the execution of the agreement difficult or impossible.
3. Amendment costs will be a fixed amount of €80.
4. In case of modification of the event location and/or date, additional costs may apply because of a different installation, more working hours, more popular date, more transport, different dj, etc.

### **Art. 4 Safety**

The organiser is responsible for safety:

1. Theft or accidental damage caused to Studio Uno equipment or equipment rented by Studio Uno during the activity will be reimbursed in full by the organizer, taking into account the current new value of the equipment. Compensation must be made within 14 days of receiving a registered letter from Studio Uno.
2. The furnisher is responsible for electricity supplies.
3. These electricity facilities must comply with the legal safety regulations and must provide sufficient power.
4. Failing this, the furnisher shall be liable for any damage caused.
5. The furnisher must be insured for all assets in the hall where the activity takes place.

### **Art. 5 Obligations of the furnisher**

1. The furnisher shall be responsible for electricity supplies. These electricity supplies must comply with the legal safety regulations and must provide sufficient power. Failing this, the furnisher shall be liable for any damage caused.
2. All obligations to SABAM shall be borne by the furnisher. If the furnisher rents a banquet hall, the furnisher himself shall be responsible for complying with the conditions of use of this hall.
3. Rental of lighting effects or other additional equipment by Studio Uno on behalf of the furnisher must be reimbursed by the furnisher.
4. All obligations in respect of environmental legislation are the responsibility of the furnisher.
5. All consequences of noise nuisance shall be borne by the furnisher. In the event of early termination of the activity due to noise nuisance, the full compensation shall remain due.
6. All possible fines and penalties resulting from non-compliance with the corona rules in force by the organiser and/or attendees will be borne by the organiser.
7. We emphasise that we are not the organiser of the party and/or the event and therefore cannot be considered an involved organisation. We only provide the musical framework.

### **Art. 6 Liability**

1. The organiser is liable for any form of damage to or loss of goods which, for whatever reason, are on the site or in the building where the activity takes place and for which he will take out adequate insurance.
2. Studio Uno is not liable for any damage caused by its appointee.
3. The organiser is responsible for any damage caused to Studio Uno by spectators or participants in the activity.

### **Art. 7 Rental and sales conditions**

1. Orders become final on delivery and/or collection of the rental installation and on payment of an advance.
2. Complaints concerning the price and/or quality of the delivery and/or goods must be notified by registered mail within a period of 8 days after delivery or collection of the goods. After this period, the delivery and rental shall be considered fully accepted.
3. The hirer is fully responsible and must insure himself for the rented appliances until they are back in the possession of the lessor, Studio Uno, represented by David Croymans-Plaghki.
4. The hirer undertakes to bear all damage costs resulting from incorrect use, overloading or damage to the rented equipment.
5. In case of theft or destruction, the hirer undertakes to pay the new value of the appliances at list price.
6. In the latter case, the rental price per week for the stolen appliances will also be charged until all damage and/or loss is settled.
7. In case of defect or failure of the rented equipment, the hirer cannot claim any costs or compensation from the lessor, Studio Uno, represented by David Croymans-Plaghki. In this case, the hirer must immediately contact the lessor, Studio Uno, represented by David Croymans-Plaghki.

### **Art. 8 Disputes**

In case of dispute, disputes arising from the above-mentioned agreement fall under the exclusive jurisdiction of the Courts of the Arrondissement of Antwerp. Belgian law is exclusively applicable.