



# Xtreme Concepts

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## General terms and conditions Xtreme Concepts B.V.B.A.

### Article 1 - Definitions and applicability

- 1.1 In these general terms and conditions, the following terms shall have the following meanings:
- Services: rental, sale or provision of services by XtremeConcepts;
  - Days of use: the days within a rental period on which the customer can actually use the services of XtremeConcepts;
  - Rental period: the period to which the present agreement relates;
  - Location: the place(s) where XtremeConcepts is to perform;
  - Customer: any party that concludes a contract with XtremeConcepts, or to whom XtremeConcepts makes an offer;
  - Agreement: any agreement made between XtremeConcepts and the Customer, any amendment or supplement thereto, as well as all arrangements made in preparation and execution of the agreement;
  - Performance: all (legal) acts, including the delivery or supply of goods and/or services or a part thereof, which XtremeConcepts performs under an Agreement.
- 1.2 These General Terms and Conditions are part of all Contracts made by XtremeConcepts, and are also applicable to all (other) acts and legal acts performed by XtremeConcepts and the Customer in this regard.
- 1.3 By placing an order, the Customer waives the terms and conditions that it uses, insofar as these are contrary to the present terms and conditions.
- 1.4 Any deviation from and/or addition to any provision in the Agreement and/or these General Terms and Conditions will take effect only if and after it has been confirmed in writing by XtremeConcepts, and in such case will relate exclusively to the Agreement in question.

### Article 2 - Formation of Agreements

- 2.1 All offers and quotations by XtremeConcepts are valid for thirty days unless they contain a different period for acceptance.
- 2.2 Any inaccuracies in offers, order confirmations, Contracts and invoices in which there is an obvious omission or (counting) error may be corrected by XtremeConcepts without being bound by these inaccuracies.
- 2.3 If an offer contains an offer without obligation and this offer is accepted by the Customer, XtremeConcepts has the right to withdraw the offer within five working days of receiving acceptance.
- 2.4 The Client will receive from Xtreme Concepts, in duplicate, a written confirmation of the order or a written record of the Agreement. The Client must return these order confirmations or the written record of the Contract to Xtreme Concepts, signed for approval, within seven days of receipt, after which XtremeConcepts will return a legally valid signed copy to the Client as confirmation of the order.

### Article 3 - Delivery and delivery times

- 3.1 The delivery times or periods stated or agreed are always approximate and are not binding, unless expressly agreed otherwise.
- 3.2 XtremeConcepts is at all times entitled to demand sufficient security for the fulfilment of the Customer's payment obligations before making any delivery or continuing with the delivery.
- 3.3 If the Customer still owes XtremeConcepts any payment obligation, if any invoices of XtremeConcepts have not yet been paid by the Customer in full or in part, XtremeConcepts is entitled to suspend its delivery obligation until the Customer has fulfilled all its obligations.
- 3.4 XtremeConcepts will deliver each Performance in the manner agreed upon in writing; XtremeConcepts is authorised to deliver the Performance, in whole or in part,

through the provision of (goods and/or services by) third parties.

### Article 4 - Permits and intellectual property and copyrights

- 4.1 The Customer will, at its own expense and risk, arrange for the timely application for and obtaining of any permits, approvals and exemptions required or obligatory for the performance of the Services, which will be drawn up in the name of XtremeConcepts if necessary.
- 4.2 The Customer will ensure, at its own expense and risk, that any regulations, including standing orders, are duly complied with in good time. The customer guarantees that the regulations associated with permits, approvals, exemptions and registration obligations will be observed.
- 4.3 If a government imposes specific environmental requirements on the Performance or imposes fines, the Customer will indemnify XtremeConcepts and hold XtremeConcepts harmless against such fines.
- 4.4 If XtremeConcepts arranges an application on behalf of the Customer, this will take place for the account and risk of the Customer.
- 4.5 The Customer will settle all claims of third parties regarding (intellectual) property rights relating to the Performance. Intellectual property rights include, but are not limited to, copyrights, trademark rights (logos and titles), domain names, drawings, models and know-how.
- 4.6 The Customer will ensure that the rights and compensation are transferred to the relevant third party or copyright organisation and indemnify XtremeConcepts, if necessary, if a claim is made against it by a third party.
- 4.7 The format rights, concepts and ideas developed by XtremeConcepts for the purposes of the Performance remain the exclusive property of XtremeConcepts. The Customer acquires non-exclusive right of use to such format rights, concepts or ideas only for the period covered by the Contract, unless otherwise agreed in writing.
- 4.8 All rights of industrial and intellectual property relating to the hardware underlying the Performance are owned exclusively by XtremeConcepts.

### Article 5 - Location

- 5.1 The Customer will ensure in a timely manner that the Performance can be provided by XtremeConcepts at a paved Location with sufficient bearing capacity for XtremeConcepts' means of transport.
- 5.2 The Customer must ensure that XtremeConcepts can reach the Location with the means of transport it uses - and any third parties it engages - without hindrance via a properly surfaced and sufficiently wide road.
- 5.3 If a Performance must be provided in full or in part on an unpaved surface, the Customer must ensure that steel driving plates (or similar) with a minimum thickness of 10 mm are laid down, if the surface so requires, at the discretion and approval of Xtreme Concepts.
- 5.4 A Location where a Performance is to be carried out must be virtually level; a certain slope of the Location (a maximum of 15 cm vertically per 10 metres horizontally measured) is permissible, provided that it is proposed in advance to XtremeConcepts for assessment and is accepted in writing by XtremeConcepts.
- 5.5 The Customer must provide, at its own expense and risk, sufficient and secure parking space for the aforementioned means of transport. The Customer must also, at XtremeConcepts' first request, arrange for sufficient suitable space, which can be properly locked, for the storage of materials and tools of XtremeConcepts and/or the third parties engaged by it, required in connection with the Performance.
- 5.6 The Customer will ensure that XtremeConcepts will in no way be hindered in the provision of the Performance by third parties, such as spectators or interested parties.
- 5.7 The Client will, at its own expense and risk, see to it that sufficient assistance and security is provided by people and resources, in any case from the moment that

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XtremeConcepts arrives at the location until the location is handed over again by XtremeConcepts.

- 5.8 The location or the layout of the location must at least comply with what is stated in the Agreement. The Customer will ensure that the Location at or in which XtremeConcepts will provide the Services is made ready in good time.
- 5.9 The layout of the Location, in particular the place where the Performance is to be delivered, as well as the electricity, gas and water supply, must be such that XtremeConcepts can deliver the Performance without having to make any special arrangements, perform any additional work and without any damage being caused to any property of XtremeConcepts or of third parties engaged by XtremeConcepts.
- 5.10 The connection of the rented property by the Customer to an electricity, gas or water supply present at the location is always at the Customer's risk, even when the actual connection is made by employees of XtremeConcepts or third parties engaged by XtremeConcepts, except in the event of gross negligence or intent.
- 5.11 The Customer will ensure that XtremeConcepts can start dismantling the rented items, items made available or under management immediately after the Performance has been delivered, in accordance with the times specified in the Contract.
- 5.12 If it is agreed that XtremeConcepts will remove the hired items or items made available or under management at a location, the Customer must give XtremeConcepts the opportunity to do so, allowing sufficient time for disassembly. The route that XtremeConcepts must follow when doing so must again be kept or delivered free of obstacles by the Customer. If damage occurs to the rented object when leaving the location (for example, but not limited to, damage to tyres caused by sharp objects), the Customer is liable for the costs of replacement and repair.
- 5.13 The use and consumption of all items made available at the Location by the Customer or by third parties at the Customer's request, such as electricity, electrical installations, water, gas, sound equipment and other materials and auxiliary equipment is at the Customer's expense and risk at all times.

## Article 6 - Warranty

- 6.1 The items rented or made available by XtremeConcepts to the Customer, or obtained for its use, are in good condition.
- 6.2 The Customer is not permitted to personally operate the equipment rented from XtremeConcepts, except with explicit permission from XtremeConcepts. If necessary, XtremeConcepts will appoint one or more persons to operate the rented property. For the use of the rented object, instructions by XtremeConcepts must be strictly followed.
- 6.3 If the Customer notifies XtremeConcepts in a timely manner that the rented object, or the object made available or under its control, does not comply with the Agreement, the XtremeConcepts service department will make the necessary repairs as soon as possible.
- 6.4 If the equipment does not comply with the Agreement as a result of any action by the Customer contrary to the Agreement, the costs related to the repair will be charged to the Customer separately.

## Article 7 - Acceptance and complaints

- 7.1 The Customer must inspect and check the goods supplied and/or leased immediately upon receipt. Any objections, faults and/or defects must be reported to XtremeConcepts immediately in writing.
- 7.2 Complaints regarding defects and/or deficiencies that are not immediately visible must be reported to Xtreme Concepts immediately after their discovery, to enable Xtreme Concepts to investigate the accuracy of the complaint on site and, if necessary, make repairs or have repairs made.
- 7.3 Without the aforementioned reports and in the event that the Customer has not carried out a proper or complete inspection or check, the items concerned are deemed to have been rented out without (paint) damage, defects or faults, and the Performance is deemed to have been delivered in accordance with the Contract.
- 7.4 Except with the written permission of XtremeConcepts, the Customer is not permitted to move the rented items or items

made available or received for management to a location other than the agreed location.

## Article 8 - Use of goods rented out, made available or taken into management by XtremeConcepts

- 8.1 The Customer shall use the goods leased to it or made available or taken into management only for the agreed purpose and in accordance with the operating instructions and regulations provided by Xtreme Concepts.
- 8.2 The Customer is not permitted to give the leased or rented property for use, to make it available or to sublet it to third parties without the prior written permission of XtremeConcepts.
- 8.3 XtremeConcepts has the right at all times to inspect the Customer's fulfilment of its obligations, to which end the Customer will grant XtremeConcepts, or a person designated by the latter, free access at all times to the location where the rented property, property made available or property acquired under management is located.
- 8.4 The Customer is not permitted to make changes of any nature whatsoever to the hired items, items made available or under management and/or to paint and/or affix stickers to these items or otherwise alter their appearance, without the prior written permission of XtremeConcepts.
- 8.5 All materials that XtremeConcepts has under its management or for hire are provided with an attribution of the name XtremeConcepts. This reference to the name is or will always be made by XtremeConcepts in style with the appearance of the material and/or the lettering or painting applied. This reference to the name will not exceed five per cent of the total available surface area and may never be removed, taped or covered by the Customer.

## Article 9 - Employees of or on behalf of Xtreme Concepts

- 9.1 Employees of or on behalf of XtremeConcepts will at all times - unless otherwise agreed in writing - wear representative and recognisable business clothing of XtremeConcepts.
- 9.2 The Customer will provide the staff of or on behalf of XtremeConcepts with sufficient refreshments and meals free of charge, unless explicitly agreed otherwise in writing. If (the preparations for) a performance starts before 8:00 a.m., a breakfast per employee, a lunch between 12:00 and 2:00 p.m. and if the Performance or the dismantling work takes place after 6:00 p.m., a dinner. In addition, the Customer must make available for each employee of XtremeConcepts at least one drink per hour.

## Article 10 - Return and restoration to original condition

- 10.1 At the agreed time, the Customer will make available or deliver to XtremeConcepts the rented items, items made available or under management, identical to the items received, in good technical and external condition.
- 10.2 The moment of return is the moment when XtremeConcepts has received all rented items, items made available or under management, properly and in full.
- 10.3 If XtremeConcepts has given the Client express permission to make any alterations and/or painting or to make any other (external) changes to the rented object and/or the objects made available or under its control, all the costs involved in restoring these objects to their original condition will be payable by the Client.
- 10.4 If lettering or a decoration is applied by XtremeConcepts at the request of the Customer, the Customer remains responsible for the removal of the lettering or decoration. The costs involved will be borne by the Client.
- 10.5 If XtremeConcepts states the costs of removal of lettering or decoration in advance, this always concerns an estimate of the costs. If unforeseen costs arise during or after removal, these will always be for the Client's account.
- 10.6 The Agreement will continue at the expense and risk of the Principal during the period of repair under the same (rental) conditions as stated in the Agreement.



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### Article 11 - Payments

- 11.1 Unless otherwise agreed, the Customer must pay the price in cash at the time of delivery or provision of the Performance without any discount or compensation, if necessary after deducting any (partial) advance payment.
- 11.2 If the event for which the Customer engages XtremeConcepts is cancelled or does not go ahead for any reason whatsoever, the Customer must pay the amount owed under the Contract. The amount owed must still be paid in the manner stipulated in this article.
- 11.3 If, during the rental period, the rented object is no longer used for the purpose for which it was rented as a result of fire, a storm or any other cause of force majeure, or if the use of the rented object is denied by an authority empowered to do so, the agreed rental sum will remain due and the Customer will not be able to claim a refund. The Customer must take out insurance to cover these costs.
- 11.4 If it is agreed that an invoice will be sent, the Customer must pay the price without any discount or compensation within 14 days of the invoice date, unless another term has been agreed.
- 11.5 If XtremeConcepts deems it necessary, it may require the Customer to make an advance payment or provide a bank guarantee at a reputable financial institution in Belgium to cover initial costs.
- 11.6 If the payment term is exceeded, the Customer will owe interest, without any notice of default being required, from the due date of the invoice, at an annual rate of 12%.
- 11.7 If the term of payment is exceeded, the Customer is also due all (extra) judicial collection costs. These costs are fixed in advance at an amount of at least 15% of the principal sum in dispute.
- 11.8 Requests for payment by XtremeConcepts itself shall entitle it to charge the Customer € 25 in administrative costs for each request or notice of default.
- 11.9 If the Customer is not a legal entity, the person who makes binding arrangements with XtremeConcepts, for any organisation whatsoever, is privately liable for all obligations arising from the Contract concluded with XtremeConcepts.

### Article 12 - Force majeure

- 12.1 In the event of force majeure, Xtreme Concepts is authorised either to suspend performance of the Agreement or to rescind the Agreement in whole or in part, without being liable to pay any compensation to the Customer.
- 12.2 In the event of partial cancellation, a settlement will take place up to an amount equal to the amount of the placements not executed in the Contract, insofar as these fall within the period from the date of failure to the date on which XtremeConcepts can offer a reasonable replacement of the rented object.
- 12.3 Force majeure on the part of XtremeConcepts includes the following strikes by or illness of employees of Xtreme Concepts and third parties contracted by it for the performance of the Services, measures and/or prohibitions by the Dutch and/or foreign government, unforeseeable and unpredictable traffic restrictions, accident(s) with a means of transport used by Xtreme Concepts or a third party contracted by it, unforeseen technical defects in these means of transport, the absence of the required permits or exemptions, failure to perform by suppliers of Xtreme Concepts, theft of materials required for the provision of the Performance, weather conditions, including wind force and a certain incline of the Location, as a result of which it becomes unsafe or dangerous to assemble the items to be delivered and all circumstances as a result of which Xtreme Concepts is unable to perform, or is unable to perform on time or properly, without XtremeConcepts being held accountable in this regard.
- 12.4 Any failure on the part of XtremeConcepts is not an impediment to the invocation of force majeure by XtremeConcepts.
- 12.5 In the event of force majeure, XtremeConcepts is entitled to immediately collect, or arrange for the collection of, all goods made available or received by XtremeConcepts for the Customer's use.

### Article 13 - Liability, insurance and indemnification

- 13.1 In the event of rental of goods by XtremeConcepts to the Customer, the Customer is, until the moment of return - as if it were the owner, possessor and user - liable for all damage resulting from damage to, loss of or destruction of goods rented and/or made available or taken into management, for any reason whatsoever, as well as for damage caused by and/or with these goods.
- 13.2 The Customer is liable for all damage suffered by XtremeConcepts if the Customer does not immediately deliver the goods in a proper manner after the end of the period of hire or provision. These damages amount to at least ten percent of the value of the items rented out, made available or taken into management.
- 13.3 The Customer undertakes - for the benefit of XtremeConcepts - to fully insure the items rented and/or made available or acquired under management, as well as all risks related to the Performance of XtremeConcepts, and to keep them fully insured against all insurable damage, unless otherwise agreed. On request, the Customer must provide XtremeConcepts with a copy of the policy and policy conditions.
- 13.4 If, when the rented items are returned, it transpires that any parts or components thereof are damaged and/or do not correspond in quantity to the number made available to the Customer by Xtreme Concepts, the Customer is liable for this damage and/or the missing part. The Customer will in such case compensate XtremeConcepts for the damage and/or value of the missing part, as charged by XtremeConcepts.
- 13.5 The Customer is liable for all damage caused by damage to or loss of property, or injury or death of persons, which occurs directly or indirectly during and/or as a result of the Performance by XtremeConcepts at the Location.
- 13.6 XtremeConcepts is not liable for theft, embezzlement or damage to property of the Customer or of third parties, or injury to persons, located in/on or on the property rented or made available or acquired by XtremeConcepts.
- 13.7 If the Customer is liable under the law, these General Terms and Conditions or any Agreement with XtremeConcepts, and XtremeConcepts is sued by a third party, the Customer must indemnify XtremeConcepts in full and compensate the damage.
- 13.8 If, despite the provisions of the Agreement and these General Terms and Conditions, XtremeConcepts is liable for any damage, any liability on the part of XtremeConcepts is limited to the amount paid out in the relevant case under XtremeConcepts' business liability insurance. This limitation of liability does not apply insofar as the damage is the result of intent or gross negligence on the part of XtremeConcepts.
- 13.9 In all cases, the liability of XtremeConcepts is limited to the invoice amounts relating to the Performance delivered.

### Article 14 - Liability for materials used by XtremeConcepts

- 14.1 In the special situation where XtremeConcepts, for the performance of or as part of the Performance, makes use of materials delivered and transferred by XtremeConcepts to the Customer as property, XtremeConcepts will insure these materials at the Customer's expense and risk. Such insurance will only be effected if specific costs for this purpose are charged to the Customer in the Agreement.
- 14.2 If the materials referred to in the previous paragraph and made available to or taken into management by XtremeConcepts are deemed lost by the insurance company of XtremeConcepts (in the event of theft or total loss), XtremeConcepts is not obliged to pay the Customer more than the amount that XtremeConcepts receives as payment from the insurance company. In such an event, the Customer will cooperate in transferring ownership of the (remainder of the) materials made available or received for management to the insurance company and, if necessary, waive this ownership.

### Article 15 - Default and dissolution

- 15.1 If the Customer fails to fulfil, fails to fulfil properly or fails to fulfil on time any obligation arising for it from the Contract concluded with XtremeConcepts or the law, the Customer is in default without notice of default being required, and



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XtremeConcepts has the right to suspend performance of the Contract and/or to terminate all or part of the Contract and any contracts directly related to it, without being obliged to pay any compensation and without prejudice to the further rights to which XtremeConcepts is entitled with regard to compensation and/or payment for the Performance performed by XtremeConcepts.

- 15.2 In the event of reorganisation within the meaning of the Act on the Continuity of Enterprises, bankruptcy of the Customer, cessation or liquidation of the Customer's business, or - if the Customer is a natural person - in the event of the opening of a collective debt scheme for the Customer, all Agreements with the Customer will be cancelled by operation of law, unless XtremeConcepts informs the Customer within a reasonable term to suspend performance of all or part of the Agreement(s) in question, until payment has been adequately secured, without prejudice to the further rights accruing to XtremeConcepts.
- 15.3 XtremeConcepts is entitled to terminate the Agreement in the event of permanent force majeure on the part of the Customer. The Customer will in that case reimburse XtremeConcepts for all costs incurred and to be incurred by XtremeConcepts.
- 15.4 In each of the cases referred to in paragraphs 1, 2 and 3 of this article, any claims of XtremeConcepts against the Customer are immediately due and payable, the Customer is obliged to immediately return the items rented or which have remained unpaid, and XtremeConcepts has the right to enter the Customer's premises in order to take possession of these items.
- 15.5 If the Agreement relates to several Services to be provided in a consecutive period, the Agreement will refer to 'deployment' and/or 'rental' days. In that case, the rates stated apply to a maximum of the said days of use per uninterrupted period. If and insofar as fewer days of use are made per period than specified in the Agreement, no settlement will take place.

### Article 16 - Other provisions

- 16.1 XtremeConcepts is permitted to mention the name of the Client, its logo, photos or moving images and/or the name of the project on its website.

### Article 17 - Choice of law and competent court

- 17.1 The Agreement and these terms and conditions shall be governed exclusively by Belgian law.
- 17.2 All disputes arising in connection with the Agreement or these terms and conditions will, unless otherwise imperatively prescribed by law, be subject to the judgment of the competent court in the legal district in which XtremeConcepts has its registered office.