

General terms and conditions

1. Unless expressly stated otherwise, all offers, deliveries and performances of Tournamentcenter are subject in their entirety to these general terms and conditions, which following each request for a quotation or placement of an order are deemed to have been accepted by the customer. The customer hereby undertakes not to rely on any other document, in particular its own general or special terms and conditions.
2. All our invoices, without exception or the possibility of being disputed, are subject to the general terms and conditions described herein.

Copyright

3. Tournamentcenter retains all intellectual property rights to its performance and the concept behind the event, including those that have remained in the development phase only or those that were not approved or ultimately carried out.
4. Tournamentcenter reserves the right to present concepts and ideas to different clients irrespective of the stage of development of the event or idea.
5. On explicit request, and only following written confirmation from Tournamentcenter, the customer can obtain consent to reproduce all or part of the event or to share it with the public. All reproductions of any concepts and/or images for public or private use must be set out in the offer or on the order form and fall exclusively within the framework of the order or the exploitation of the licence.

6. This consent does not include any transfer of rights or any exclusivity for the benefit of the customer and is exclusively for the territory and duration within the framework of the order. In the absence of clarification or in cases of doubt, the necessity within the framework of the customer's order will be deemed to be strictly limited to the initial use thereof, for the territory of Belgium and for a duration of one year. Any sound, photographic or audio-visual recording of all or part of the event is prohibited.
7. Events not chosen by the customer, including all images, music, films, projects, sketches, models and other creations or works may not be exploited in any way without the prior written approval of Tournamentcenter.
8. The concepts and events may not be adapted without the express written approval of Tournamentcenter.
9. The exploitation permission granted to the customer as set out above is subject to the latter complying with all of their obligations, including paying any sums owed to Tournamentcenter and respecting the intellectual property rights of the event, the material and the delivered creations.
10. Tournamentcenter may affix its name or logo, as well as those of its service providers, on media used to promote the event, in accordance with the terms to be agreed with the customer. These marks may not be changed, removed or altered without the consent of Tournamentcenter.
11. In any event, Tournamentcenter reserves the right to distribute images of the event

as it was performed, with a view to publicity or giving a presentation or any other broadcast as an example or promotion of the work it creates, in any way it chooses and with reference to the customer.

Contract / Order form

12. All additions to the contract will be regarded as an addendum to the existing contract so that all terms and conditions as described or referred to in the contract also apply to any additions.
13. Verbal or written addenda to the contract will be considered an integral part of the contract.

Orders / Quotations

14. Unless explicitly stated otherwise, each offer/quotation is valid for a maximum period of 30 days.
15. Pricing displayed on a website, in flyers, brochures or on other graphic media intended for publicity purposes is purely indicative. Only prices and rates quoted in writing will be confirmed.
16. All stated prices for services and events provided on Belgian territory are applicable for a period of no more than 30 days from the date of the order or the event.
17. A sale only takes place subsequent to a written confirmation by the seller. Commencement of performance is regarded as confirmation unless it was subject to reservation.
18. The offers, specifications, price lists and oral quotations from Tournamentcenter

are purely indicative and include prices without taxes (VAT).

19. An oral or written authorised option is not binding. Each assignment will only be considered as ordered where the contract or order form has been signed.
20. A minimum performance of 4 hours excluding transport fees will be charged unless an explicitly stated exception to this rule has been made. A minimum of 4 hours will be charged at the hourly rate as set out in the quotation.
21. If Tournamentcenter is unable to confirm the option, another suitable date when the event can take place will be chosen. Changing the date of the event will not give rise to the termination of the contract drawn up or the signed order form.

Services / Delivery

22. The delivery terms are provided for information only and are therefore not binding unless expressly agreed. A delay in carrying out the order will never give rise to compensation or termination of the agreement.
23. On delivery of the goods, the buyer/receiver should immediately take possession and check them. Complaints are only valid if they are received by registered mail. Complaints which are not made in writing within 8 days of delivery shall not be accepted.
24. Compensation for latent defects can only be provided if these have been notified by registered mail within 3 months of having been discovered. However, the goods must not have been processed or treated.

25. The delivered goods will remain the property of the seller until full payment of the invoice including costs and interest.
26. The risk is transferred as soon as the goods leave our warehouses.
27. All services, materials or goods not expressly set out or included in the contract or in the offer will be subject to an additional charge on the final invoice. Additional services do not need to be confirmed in writing. Oral confirmation of services is accepted as valid.
28. Unless expressly stated in the assignment or contract, Tournamentcenter will not be responsible for the promotion of the event: the customer is exclusively responsible for the expenses and promotion of the event.
29. Should Tournamentcenter act in an advisory capacity, all materials belonging to Tournamentcenter or the customer will be transported at the customer's expense and risk.
30. Should Tournamentcenter act in an advisory or supporting capacity, Tournamentcenter can only be held responsible for services rendered, activities or materials that are expressly set out in the contract or the offer.
31. Should Tournamentcenter acts in an advisory capacity and/or in the absence of any agreement to the contrary, the customer will be required to take out all insurance policies that an event organiser usually takes out and shall ensure that Tournamentcenter employees and its service providers as well as the material used for the event are covered.

32. In addition, the customer will be responsible for securing all necessary administrative or other authorisations, as well as any required accreditations for organising and producing the concepts and ideas provided by Tournamentcenter.

Adjustments / Cancellations / Disputes

33. Any complaint regarding invoices from Tournamentcenter or its suppliers must be notified by registered letter within 14 days of their delivery date. Failing this the invoices shall be deemed to be accepted without reservation.
34. Any adjustments within an acceptable margin of 5% of the total order will be permitted up until a maximum of 2 weeks prior to the production start date of the event.
35. Any adjustments to the order within a period of 2 weeks prior to the production start date of the event will not be accepted.
36. Any suspension or adjustment of the order by the customer in the course of its implementation may result in a review of the initially agreed price, without prejudice to any penalty in respect of the intellectual property rights of Tournamentcenter. Prices and rates as a result of adjustments will be subject to increases due to last-minute deliveries and short-term indexations.
37. Any cancellation of an order must be in writing. It is only valid if subject to a written acceptance by the seller.
38. In the event of cancellation there is a lump sum payment due of at least 20% of the total price of the order. For any

cancellation less than 30 days prior to the production start date of the event, a lump sum payment of 25% will be due. Any cancellation less than 14 days prior to the start of the event will not be accepted. An amount equal to 100% of the contractually binding amount will be charged if applicable.

39. In the event that the total amount of costs incurred and/or order placed is higher than 20% of the total price of the order, then the actual costs will be charged. In addition, the price will be increased in advance with the agency fees and stated profits that Tournamentcenter loses as a result of cancellation, without prejudice to any damages it may claim.
40. The customer's order may be postponed, adjusted or cancelled in the event of a case of *force majeure* or due to external factors beyond the control of Tournamentcenter, without this list being exhaustive, natural disasters, war, strike, riots; death, illness or unavailability of the arranged artist or artists, materials or services. Tournamentcenter undertakes, however, to inform the customer immediately should such an event occur and, in this case, to propose, as far as possible, an equivalent alternative. Under no circumstances will Tournamentcenter be held responsible and no compensation will be due to the customer.

Invoicing

41. Unless expressly stated otherwise, each order must be accompanied by an advance payment, the value of which shall be at least 30% of the total amount of the order. The balance will be paid no later than 30 days after receipt of the final invoice.

42. In the case of some contracts, payment of the balance or advances, whether or not in the form of cash, will be requested no later than the date of delivery. Where such an arrangement is required, this will be explicitly set out in the agreement or on the order form.

43. Invoices will only be regarded as having been paid when financial proof can be seen in the bank account that is set out on the invoice or a receipt has been issued.

44. The total % of the advance invoice will be determined by Tournamentcenter order by order. The calculated amount will be communicated orally in the contract, on the offer or on the order form.

45. All payments shall be made to the address of Tournamentcenter or to the account set out on the invoice.

46. In the event of non-payment on the due date, the amounts due to Tournamentcenter will be increased automatically, ipso jure and without prior notice of default, by default interest at a monthly rate of 1.5%, starting from the final date of the invoice, with each month started regarded as a full month, as well as by conventional and fixed compensation of 10% of the unpaid amount, with a minimum of EUR 250, without prejudice to any damages for proceedings, fees, costs of collection, court fees or execution. In addition, all discounts granted will lapse.

47. In addition, in the event of non-payment or any delay in payment, Tournamentcenter reserves the right to, suspend or definitively cease the implementation of any planned events for

the same customer (whether it relates to the unpaid order or any other order), without prejudice to Tournamentcenter being possibly compensated for damages.

48. The following is without prejudice to an immediate demand for payment of the debt. If an invoice is drawn up in the name of a third party at the request of the customer/client, the customer will be jointly and severally liable with this third party for payment the invoice and the execution of any other commitments entered into.
49. The initially agreed price and the paid advances will, moreover and in any case, have been acquired by Tournamentcenter, which, to the extent that they have not yet been paid in full, will also be able to claim the balance owed by the customer. The same applies if the order is cancelled before it is executed.
50. Deposited advances will be treated as 'non-refundable'.

Rights

51. In the event of a dispute, Courts of Ghent have exclusive jurisdiction.
52. Tournamentcenter cannot be held responsible nor liable for any non-conformity of the event caused directly or indirectly by the information, elements or instructions given or approved by the customer, or by a case of *force majeure*.
53. In addition, the customer guarantees to Tournamentcenter, and hereby absolves them of all responsibility for ensuring that any elements of the event (sets, images, music, costumes, etc.) are put at their disposal for carrying out the performance,

and may be freely used for this purpose. The customer releases Tournamentcenter of any responsibility in this regard and will protect Tournamentcenter against all direct or indirect consequences of any claims that may be made against them by third parties, including costs incurred defending these claims.

54. Tournamentcenter is permitted to engage third parties of its choice and under its responsibility - natural or legal persons - for the purpose of providing the services entrusted to them.
55. Any natural person who, in the name of another natural person, a company or an association binds with Tournamentcenter, shall be personally jointly and severally liable with that third party, the company or association for the commitments entered into. Tournamentcenter is solely responsible *vis-à-vis* the customer. The natural persons trading with Tournamentcenter on behalf of the customer shall be deemed to have all authority to represent them and to act in their name and for their account.

56. If the responsibility of Tournamentcenter should be retained as a result of the non-execution or defective execution of the services entrusted to it, the total compensation due to the client shall not exceed 10% of the amount invoiced for the service at the origin of the damage in question.
57. Any clause of the present general terms and conditions that is null or void or inapplicable will not affect the validity of the remaining clauses. The fact that Tournamentcenter fails to rely on any clause under the present general terms and conditions shall not be interpreted in

any way as meaning that would refrain from relying on it at a later date.

58. All disputes arising between Tournamentcenter and the customer will be governed by Belgian law under the jurisdiction of the Dutch-speaking courts and tribunals of the judicial district of Ghent.

59. In the event of disputes of any kind, the contract and its general terms and conditions shall be the only guideline for resolving any previous disputes.