

GENERAL TERMS & CONDITIONS

Event organiser:

EPIC EVENTS s.à.r.l.
152, boulevard de la Pétrusse
L-2330 Luxembourg
Phone number: +352 203 503 03
VAT number: LU 33172320
Luxembourg Business Register N° B256743
Hereafter "Organiser"

Client:

Company (if applicable): _____
Name and surname of the client: _____
Address: _____
Position: _____
Hereafter "Client"

1. Offer

1.1. Further to the Client's request, the quote completed with these general terms and conditions constitutes a contract proposal (offer) from the Organiser for whom the Client or his potential authorized agent declares expressly he has at his disposal the power, the authority and the means necessary to settle the potential contract of event and the enforcement of the legal obligations proceeding from that contract.

1.2. This offer is valid for the fixed period of time and the minimum/maximum number of people. Beyond that period or in case the number of people involved would be below or above the number stated in the offer, the price of the offer could change and a new quote would then be worked out by the Organiser.

1.3. From a general point of view, the commitments are only valid if both parts have signed a written confirmation. Every service order not followed by a written confirmation cannot be taken into consideration.

1.4. Any addition to the initial offer asked by the Client will be invoiced to the Client.

2. Settlement of the contract

2.1. The act of dating, signing and emailing back the offer and/or the present GT&C to the Organiser means that the Client accepts the offer and the birth of a contract binding both sides.

2.2. The contract of event together with the attached forms of the organiser, including all the agreements and any peculiar request from the customer have to be set down in writing and/or via e-mail.

2.3. A contract of event deriving from the offer constitutes a new request of contract agreement to which the organiser is bound for ten day and that the customer can accept during that period of time.

3. Intermediary services

3.1. In case of additional annex services, clearly designated as services from intermediary in the documents attached to the contract or any other statement, the Organiser is nothing but an intermediary. In case of a mediation of event, the contractual liability of the Organiser is not operative, except in case of corporal damages, of fraud or serious negligence, of a defect of the basic elementary obligations of the contract of event, of the existence of a reasonable possibility for the

concluding of an insurance or in case of the defect of an agreed quality. The Organiser, as an intermediary is generally speaking only responsible for the mediation but not for the intermediary services.

3.2. Regarding the events with coach or plane journeys, the reserved tickets shall be handed out by the Organiser's person in charge to the Client. In case of loss, there is no spare ticket available. The involved person is liable for the damage/loss.

4. Terms and conditions regarding passports, visa and health

4.1. The Organiser informs the Client about any personal document needed for the event that could be produced by himself and his colleagues (staff, etc.) as, for example, passport, visa (including the required time to receive these documents), health obligations (vaccinations, etc.) by means of the contract proposal, before the beginning of the event (including the alteration that might be effected between-while).

4.2. After the fulfilment of the obligation of information in 4.1. of the present conditions, the client must manage for himself and his colleagues all the required documents for the participation of the event in case the organised has not clearly engaged himself to deliver the visa or attestations in question.

4.3. If the client or one of his colleagues can't present himself at the departure of the event because of missing personal documents, he is responsible in person if that omission only results from his own fault (for example, a non-valid visa or a vaccination not done), in that case 9. (cancellation) applies.

5. Payments

5.1. The services provided by the Organiser and its suppliers are invoiced based on the total amount of the quote attached. This amount can be revised according to the necessary changes.

5.2. The agency fees are in line with the time spent on the conception of the project beforehand (various meetings, site inspections, quote requests, research, etc.), the realisation of the project as well as the hours of presence during setup and dismantling as well as the day(s) of the event for the management and coordination of the project. If the number of hours worked were to change, the Client would immediately be informed.

5.3. When signing the offer and these documents, a deposit of 40% is owed by the Client, except there be any clause to contrary. The contract of event is effective only after the payment of the fixed deposit. A second deposit of 40% is owed by the client 30 days before the event. If the signature of the offer takes place under 30 days before the event, a one and only deposit of 60% will be owed by the Client.

5.4. The final instalment (balance) has to be paid after the event, according to changes following the reception of the invoice. The calculation of the balance takes into account the eventual changes of services or of number of people, minus the paid deposits.

5.5. The expenses that are not included in the offer and which have been accepted by the client during the event will be subject to an extra invoice added to the balance invoice.

5.6. No complaint regarding the cost of the services can be made after the event in case of a decrease of the number of people.

5.7. In the absence of payment of these instalments fixed in the contract of event, the organiser cannot guarantee the availability of the services for which the quotation has been worked out. Yet, the client is still bound on the involved obligation here applied, more particularly regarding the payment and the cancellation (9.).

5.8. All invoices are due on receipt, whether by wire transfer or by bank domiciliation, in euros.

5.9. In case of default of payment, whether total or partial of the provided services, the Client must pay the Organiser a penalty fee equal to one and a half time the legal interest rate applicable on the day of the delivery of the services. This penalty fee is calculated on the amount without taxes of the remaining due amount, and runs from the tenth calendar day following the reception by the Client of a formal notice sent by registered letter with acknowledgment of receipt, asking him to proceed to the payment of the remaining amount to the Organiser.

6. Services

The services carried out are those fixed in the contract of event between the Organiser and the Client.

7. Price modifications

The Organiser reserves himself the right to change the information of the prices of events. Thus, he can claim four months after the settlement of the contract a price rise up to 5% of the total price if costs of carriage (petrol cost), taxes on special services such as port or airport taxes or different exchange rates for the involved event have clearly been the reason for this rise after the settlement of the aforesaid contract.

8. Transfer of the contract

The Client (transferring party) can transfer his contract of event to a third party (transferee) before the beginning of his contract of event, on condition that this third party meets the specific requirement of the event and that his participation is not against legal rules or administrative decisions, circumstances under which the Organiser can't accept the transferring of the contract. The transferring are jointly and severally responsible for the payment of the services carried out and for the extra costs resulting from the transferring of contract between the transferring party and the transferee.

9. Cancellation by the Client – No-show of the Client

9.1. Any cancellation of all or part of the ordered service must be communicated within reasonable time by email and must be confirmed by the Organiser by registered letter with acknowledgment of receipt, the sending date being admissible.

9.2. In case of cancellation (including a partial cancellation of the contract of event), the Organiser will invoice the Client the following expenses: concept fees, providers indemnifications, deposit paid by himself, specific manufacturing, etc. and, should it so happen on top of that, the amount of the insurance subscribed for the event.

9.3. In case an event includes one or several ticket orders, the total amount for these tickets (100%) must be paid by the Client.

9.4. In case an event includes hotel bookings, the cancellation penalties are fit to the cancellation penalties appearing in the general terms and conditions of the hotels involved and they have to be paid by the Client.

9.5. After cancelling the contract - an opportunity that the Client can use at any time – the aforesaid Client will generally have to pay a contractual penalty according to the amount of the contract and regarding the time of cancellation, unless otherwise stated:

Days	Cancellation fees
In between date of signing and 90 days before the event:	Amount of the penalty: first deposit paid
Between 89 and 35 days before the event:	60% of the total amount of the contract
Between 34 days and the day of the event:	100% of the total amount of the contract

The Organiser keeps the right to ask for an amount superior to these cancellation fees if the spending already paid are superior to the percentage here above mentioned, and on the presentation of proofs on the Client's request.

9.6. The date of the statement of cancellation arriving at the organiser is fundamental to work out the time limits. The cancellation by the client must be emailed.

9.7. In case of no-show to the event, 9.5 of these conditions applies.

10. Modifications on the Client's request

10.1. Up to 10 days prior to the day of the event, the number of participants can be reduced by 20% without affecting the amount due proportionally. The total amount due will be calculated up to 20% of the maximum number of participants. The price per participant can be recalculated.

10.2. Not later than 10 days prior to the event, the client will confirm the final number of participants by e-mail or by registered mail. Should this not be the case, the number of participants notified in the offer or in the late written communication will prevail. The minimum number of participants will be charged.

10.3. No changes will be accepted less than 10 days prior to the event. However, in exceptional cases, an increase in the number of participants can be considered and will be confirmed by the Organiser up to 72 hours prior to the event and subject to logistical feasibility

11. Termination in case of serious disturbance caused by the Client

The Organiser has the right to terminate without any delay the contract of event if the Client or one of his assistants, even after a warning, carries on disrupting the event significantly, a behaviour that makes for the Organiser the proper implementation of the event intolerable or if the client does not comply with objectively justified instructions.

In that case, the Organiser is entitled to the total amount fixed in the contract of event, without prejudice to the right to damage and interest.

12. Cancellation by the Organiser

The Organiser retains the right to cancel the contract before the beginning of the event. The Client is not entitled to damages and interests if the contract is cancelled because the minimum number of participants has not been reached except in case of force majeure. Depending on the case, the services can be maintained despite the lack of participants and the amount to be paid by the Client will be the price as defined in the quote.

13. Subcontracting – Delivery

The Organiser retains the ability to subcontract the services necessary for the organisation of the event. In any case, the Organiser is not responsible for the acts and omissions of these subcontractors.

14. Force majeure

14.1. The responsibility of the Organiser or of the Client cannot be applied if the absence or delay of execution of one of the obligations described in these General terms & conditions is due to a force majeure. Force majeure applies to any external, unpredictable, and irresistible event as intended by the article 1148 du Code civil.

14.2. If an essential part of the contract can't be carried out by the Organiser before the beginning of the planned services because of an event that has for him a character of exteriority, the Client who has been properly informed has the right to cancel the contract within 7 days or to accept a service of equivalent or higher quality proposed by the Organiser. If the client cancels the contract, all the already paid instalments will be refunded free of charge within a month. The Client is entitled to the reimbursement of the price differential in case of a lower quality replacement service accepted by the Client.

15. Event defaults, Clients rights and obligations

15.1. If, before the event, the Organiser has the obligation of changing one of the essential elements of the contract such as a significative raise, the Client can, after the Organiser has informed him, to either:

- cancel the contract and get the immediate entire reimbursement of the paid amounts

- accept the change offered by writing, the acceptation becoming an additional clause to the contract signed by both parts.

Any price decrease comes in deduction of the remaining amounts that might be owed by the Client and if the payment already paid by the Client exceeds the price of the changed service, the extra amount will be refunded within 30 days after the service has been provided.

15.2. If, during the event, an essential service of the contract can't be guaranteed, the Organiser will propose, as far as it is possible, an alternative service at least equivalent to the original service. In case of a service of a lower quality, the difference in price between the event originally planned and the event carried out will be refunded.

15.3. The Client himself can perform the remediation if the event shows one or several defaults, providing that he has left a reasonable time for the Organiser to perform that remediation and providing that the Organiser has not performed that same remediation before expiry of the deadline. The client is then entitled to the refunding of his expenses essential for the remediation. No deadline is necessary in case of a refusal of remediation, in case of a particular interest proved by the client for an immediate remediation, further ahead in case of disproportionate efforts of the Organiser regarding a possible remediation..

15.4. In all cases listed at 15.2, first sentence, and 15.3, first sentence, the Client must notify immediately the Organiser if services are not at all provided or are not provided according to the terms fixed by the contract. In case there is no statement of default by the Client, he is not entitled to a discount on the contract price.

15.5. The Client and his colleagues agree to comply with the rules of good conduct, and to respect the environment as well as the equipment put at their disposal.

16. Tickets price

The Organiser draws the attention of the Client on the fact that the final price of a ticket can be different from the original price printed on the ticket. The difference is justified by the expenses of the middlemen involved as well as by the high organisational costs regarding the purchasing and the shipping costs that might apply

17. Support

It is compulsory to have the Organiser's Project Manager on site, so that he can cope with unforeseen incidents and make sure of the smooth running and the security of the event. One or several assistant project managers will be added if needed according to the number of people, to the duration and the size of the event, etc.

18. Limited liability

18.1. The Organiser, his staff and his representatives act as agents only for the societies or the people providing the required services.

18.2. The contractual liability of the Organiser for damages other than corporal damages is limited as long as the damage does not result from willful misconduct or serious negligence or as long as the Organiser is the only responsible for a damage caused to the client or one of his assistants following a fault or a deed of a service provider.

18.3. Any damage, loss, breaking or stealing of equipment, intentional or not, during an event held by the Organiser will be borne to the person at fault or, as a last resort, charged to the Client.

18.4. The liability of the Organiser cannot be engaged in case of the facts below:

- Theft, loss of funds or values belonging to the Client or participants happening during the event;
- Deterioration caused by the client or participants to the equipment and/or premises of one or several service providers acting under the contract. The repairs and refunding that might be necessary following the damage above would be exclusively charged to the Client who commits himself to bear the costs of the repairs.

18.5. If international conventions are applicable to services provided by a service provider or if there are legal dispositions based on these conventions and stating that damages cannot be claimed under well-defined conditions or under restrictions, the Organiser can rely vis-à-vis the Client on those conventions and related legal dispositions.

19. Intellectual property reservation clause

19.1. The Organiser keeps the property of the sold services until full payment, in general and in accessories. To that matter, if the Client is subject to a receivership or a compulsory liquidation, the Organiser retains the right to claim, within the scope of the collective proceeding, the services and merchandise sold that are still due.

19.2 Concerning the literal and artistic property, the Organiser remains the sole owner of his ideas and concepts in any case. Any element created by the agency remains its property and, therefore, none of this elements can be used by the Client beyond the use planned on the order.

20. Statute of limitation

Without prejudice to the provisions of article 14.3, claims for insufficient performance – except for those regarding corporal damages – must be sent by the Client within 30 days after the end of the event fixed on the contract by the Organiser. A longer period can be granted to the Client if he can prove that such a longer period is justified.

21. Insurances

21.1. Luggage, event accident, event cancellation fees, legal protection insurance as well as the assistances are included in the price of the contract, if not stated otherwise.

21.2. According to the article L.225-6 of Luxembourg Consumption Code, the Organiser must justify a financial guarantee. If is given by the Mutualité Luxembourgeoise du Tourisme, a cooperative company of mutual bail (N°B63569 of Business Register), located at 7, rue Alcide de Gasperi, L-1615 Luxembourg.

21.3. The Organiser has a professional liability insurance with AXA Assurances Luxembourg, 7, rue de la Chapelle, L-1325 Luxembourg (N°B53466 of Business Register).

22. Important points

22.1. Any performance carried out by the Organiser implies the total acceptance of the Client, without any reserves, of the conditions of the contract, excluding any other document such as website, flyers, commercial documents, etc.

22.2. In case of contradiction or difference between the dispositions of the quotation signed by the Client and those of these general conditions, the dispositions of the quote prevail.

22.3. The Organiser reserves the right to change these general conditions. Any possible change can be opposable to the Client only if the latter has been informed in writing before the conclusion of the contract of event.

23. Processing of personal data

23.1 Any contract settled between the Client and the Organiser can involve the collection by the Organiser of personal data of the Client, the processing of which is necessary for the performance of the contract and/or the respect of legal obligations. In such as case, the data can be processed, recorded and archived by the Organiser, or communicated to third parties or subcontractors. Any communication of personal data is processed in accordance with Luxembourg and European Union laws, including the General Data Protection Regulation (N°679/2016/UE).

23.2 Unless otherwise stated, those data include the name of the Client and/or his representatives (if it is a legal person), a mailing address, an invoicing address, an e-mail address. Yet, whenever this will be necessary to the performance of the contract, extra information can be asked to the Client

23.3 The access to those data will be secured and the Organiser will inform the Client of any data breach.

23.4 The Client declares having been informed that, on one hand, he has at any time a right of access and rectification of those personal data pertaining to him in accordance with the law on personal data processing effective in Luxembourg, on the other hand, he also has the right to refuse the processing of his data, with the consequence that the Organiser reserves the right to refuse the signing of a contract with him in the event that those data would be necessary to fulfil the relevant contract.

23.5 The data can be kept during the time of the contract and ten (10) years after its end, without prejudice to any limitation period, legal or statutory obligation imposing a longer period of conservation.

24. Applicable law

The Luxembourgish law and the European legislation are applicable to the concluded contract.

25. Resolution of conflicts

25.1. The disputes that might arise from the validity, the interpretation, the performance or the termination of the contracted concluded between the Organiser and the Client will be submitted to mediation in accordance with the regulation of the Centre de Médiation Civile et Commerciale (CMCC) of Luxembourg to which both parties have adhered by signing an agreement on the mediation foreseen by Article 1251-9 of the New Code of Civil Procedure

25.2. According to that article 1251-9 of the New Code of Civil Procedure, the signing of the agreement aiming at mediation suspends the course of the prescription during the mediation.

25.3. The obligation to settle disputes by mediation provided for by these General conditions is supposed to be achieved and the mediation supposed to have come to an end within the meaning of Article 1251-5, paragraph 2, sentence 3, of the New Code of Civil Procedure if, at the end of the first audience with the mediator, one or both parties decide not to carry on the conflict resolution by means of mediation.

25.4. If a mediation in accordance with the rules of the Centre de Médiation Civile et Commerciale (CMCC) of Luxembourg did not manage to resolve a dispute between the Organiser and the Client, the court of Luxembourg would have the exclusive competence to deal with and resolve that dispute.

Date: _____

Signatures:

Organiser

Client